

Local Education Agreements

Revised Handbook

Prepared November 2009

for the First Nations Education

Steering Committee (FNESC)

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Executive Summary

For two decades Local Education Agreements (LEAs) between First Nations and provincial school boards have been part of the educational landscape for many First Nations who purchase educational services for their students attending Kindergarten to grade12 programs off of their reserves. Enabled by S. 86 (3) of the B.C. School Act the agreements are intended to give First Nations a stronger voice in the education of their children, and in so doing, improve educational outcomes for First Nations learners.

The LEAs serve as tuition agreements between the First Nations and the school districts and are also required by the federal government for tuition payments for students attending private or independent schools.

Since 1999 the BC Ministry of Education has strongly encouraged each School District to enter into an Aboriginal Education Enhancement Agreement (EA) with representatives of the entire Aboriginal population within its catchment area, including the First Nations. The EA is a working agreement between a school district, all local Aboriginal communities and the Ministry of Education. Like LEAs, EAs are also intended to enhance the educational achievement of Aboriginal students. EAs and LEAs were developed independently with no particular attention to ensuring that they work well together.

Officials from the BC Ministry of Education and Indian and Northern Affairs Canada agree that there is a need for both types of agreements. They also agree that the EAs and LEAs are not in themselves mechanisms for ensuring accountability for results. The Achievement Contract (formerly called Accountability Contract) required of each Board of Education in British Columbia by the School Act serves this purpose. The Achievement Contract is a public statement of commitment by a Board of Education to improve success for each student in the district.¹ The LEA between the Secwepemc Nation and School District (SD) #73 provides a direct link to the EA and to the Accountability Contract.

First Nations are calling into question the standards of accountability associated with the LEAs. By any measure, the LEAs have been only marginally successful in achieving inclusion for First Nations in the public school system or in improving educational

¹ http://www.bced.gov.bc.ca/schools/sdinfo/acc_contracts/

outcomes for First Nations students. Half of the First Nation communities in the province do not have LEAs. Where none exist, Indian and Northern Affairs Canada (INAC) pays the tuition cost directly to the BC Ministry of Education for on-reserve registered Indian students attending provincial schools. This practice and other barriers to the successful implementation of agreements still exist. There are no consequences to School Districts for non-compliance with LEA development or implementation.

The First Nations Education Steering Committee (FNESC) is launching a three-phased approach to revitalizing the Local Education Agreements beginning with distribution of this Revised LEA Handbook for presentation to First Nations at the FNESC Regional Dialogue Sessions. The Handbook contains examples of LEAs that may be adopted by communities for their own use when renewing existing LEAs or negotiating new ones with School Districts or private/independent schools. At these sessions FNESC will outline support that it can provide to the LEA processes, where required.

Phase two aims to forge a stronger connection between the Local Education Agreements and the School Districts' Achievement Contracts.

Phase three will build on the success of effective education agreements while acknowledging that new approaches and strategies are required to achieve improved outcomes for First Nations learners. This phase will involve ongoing discussions with First Nations and all K-12 education partners.

Introduction

The Legislative and Policy Framework Governing Education Agreements

The legislative and policy framework governing education and therefore education agreements enabling Registered Indian students who live on reserve to attend provincial, private or independent schools off-reserve is a complex one. Section 114 of the Indian Act enables the federal government to enter into agreements with provinces, territories, public or separate school boards, and religious or charitable organizations for the education of Indian children.

First Nations have authority to sign Education Agreements as their Aboriginal right, which has been affirmed by federal policy based on Indian Control of Indian Education (1972) and reconfirmed in the Constitution Act (1982)².

Agreements between First Nation band councils or associated Community Education Authorities and School Districts in British Columbia are enabled by Section 86.3 of the BC School Act.

During the period 1969 to 1992, Canada/BC multi-year Master Tuition Agreements (MTA) set out the financial arrangements for services rendered by the province to Registered Status Indian students ordinarily resident on reserve. The MTA allowed the federal government to contribute a per capita share of new public school construction costs without agreement from local Indian bands. Negotiations on the MTA did not involve First Nations in any meaningful way.³

In 1989, LEAs were introduced through amendment to the BC School Act, effectively replacing the MTA. Where they exist, LEAs are mechanisms for First Nations and school boards to outline mutual goals and strategies for supporting First Nation learners in public schools. First Nations recognize LEAs as providing an opportunity for greater participation and influence in First Nation education.⁴

In day-to-day operations, Indian and Northern Affairs Canada (INAC) regards the LEA as a tuition agreement between a local school board and a First Nation for the education

² Marie Matthew, Education Agreements Handbook, Prepared for the First Nations Education Steering Committee, December 1999.

³ Nancy A. Morgan with assistance from Stacey Edzerza, Legal Mechanisms for Assumption of Jurisdiction and Control over Education by First Nations, Prepared for the First Nations education Steering Committee, June 1998 (revised).

⁴ Education Agreement between Bands of the Shuswap Nation and School District #83.

of status on-reserve students in the public provincial school system or attending a private or independent school. The LEA is a requirement for education tuition funding to be flowed through the First Nations administering authorities rather than directly to the Ministry of Education. The LEA is also a requirement for First Nations administrations wanting to enter into a multi-year funding arrangement with INAC.

There are 105 First Nation communities whose K-12 education funding is administered under LEAs,⁵

More than 60 communities with LEAs are also partners in EAs with School Districts⁶. An EA is a working agreement between a school district, all local Aboriginal communities⁷ in its catchment area and the Ministry of Education. EAs are designed to enhance the educational achievement of Aboriginal students and for that purpose are strongly recommended and supported by the Ministry of Education.

A data base of School Districts with completed EAs is available on the BC Ministry of Education websites⁸.

Aboriginal Education Enhancement Agreements, A Guide for Success published by the Ministry of Education in 2003 is also available on the Ministry of Education website.⁹ The EA Guide acknowledges the need for Local Education Agreements for administration of federal funds for status on-reserve resident students, but states that EAs and LEAs should be negotiated separately.

FNESC has published two Handbooks designed to provide information to First Nations on the best practices associated with the development, implementation and management of Local Education Agreements: Education Agreements Best Practices Handbook (Kavanagh, 1997) and Education Agreements Handbook (Matthew, 1999). This document will rely heavily on its 1997 and 1999 predecessors.

⁵ Indian and Northern Affairs Canada (INAC) February 15, 2009. Nine of these LEAs may have expired by the end of June 2009.

⁶ Following the signing of a Memorandum of Understanding (1999) acknowledging that Aboriginal learners were not experiencing school success in British Columbia, the BC Ministry of Education introduced Aboriginal Education Enhancement Agreements (EAs).

⁷ Aboriginal communities include the status and non-status First Nations people, living on- and off-reserve, as well as Métis and Inuit people living within the SDs geographic boundaries.

⁸ <http://www.bced.gov.bc.ca/abed/agreements//criteria.htm> and <http://www.bced.gov.bc.ca/abed/agreements/agreements.htm>

⁹ http://www.bced.gov.bc.ca/abed/agreements/ea_guide.pdf

Why is a revised Handbook needed?

A number of factors have prompted FNEESC to initiate research for a revised LEA Handbook:

Almost half of the First Nation communities in British Columbia do not have LEAs with their local school boards. That means the original intent of the LEAs, i.e., to give First Nations a stronger voice in the education of their children is lost to them.

In the absence of a signed LEA, Indian and Northern Affairs Canada (INAC) pays tuition grants for on-reserve Registered status Indian students attending provincial schools directly to the BC Ministry of Education. This practice effectively removes any incentive for reluctant school boards to enter into meaningful partnerships with local First Nations. This practice also prevents the First Nations from holding public schools accountable for the success/lack of success of their students.

INAC requires First Nations to have LEAs in place in order to be eligible for multi-year funding agreements. Two legal opinions obtained by FNEESC on the legality of the requirement for First Nations to negotiate and sign LEAs as a condition of entering into funding agreements with INAC conclude that given the scope of federal spending powers, the Policy is not clearly illegal. One opinion suggests that in order to ensure control over education remains always with the First Nation, the requirement should be accompanied with a mechanism for Canada to intercede on the behalf of First Nations . . . "when school boards are not negotiating in good faith."¹⁰

The suggestion of a more active role for Canada in the implementation and management of LEAs is consistent with the observations made by the Auditor General of Canada in 2004¹¹ "...that the Department needs to ensure that tuition agreements are in place, so that provincial schools provide for the education needs of First Nations students and that the responsibilities of all parties are clearly laid out." Further, "that the Department play a more active role in ensuring that these tuition agreements are adhered to and that it fulfill its own responsibilities."

Provincial Aboriginal Education Enhancement Agreements (EAs) were introduced a decade after LEAs. LEAs and EAs are distinct agreements that were developed separately and are usually negotiated separately, raising the question as to whether they are both required and if so, how they might be better designed to work together.

Some First Nations Education Coordinators have expressed concern about control of

¹⁰ Legal opinion obtained from FNEESC, May 2009.

¹¹ 2004 November Report of the Auditor General of Canada, s5.5e and s. 5.54.

education decisions migrating away from the First Nations communities and into the mandates of school district staff to the exclusion of First Nations as a result of the way in which LEAs and EAs are being implemented in school district or school offices. One Education Coordinator notes the voice of individual First Nations is being muted where there is a larger off-reserve Aboriginal populations being served by the Enhancement Agreement. Others report that their LEA is simply not being implemented as written.

Despite the best intentions reflected in the written commitments contained in LEAs and in EAs to improve outcomes for FN students in provincial schools, there is still a significant gap between Aboriginal high school graduation rates (49%) and mainstream British Columbians (73%)¹². The Aboriginal outcomes have plateaued over the last several years.

Accountability: FNEC intends a revised LEA Handbook to serve as a tool to encourage a higher standard of accountability to students and parents on the part of all stakeholders involved in the education of First Nation students, including School District and school staff, First Nation administering authorities, community members and INAC.

As currently administered no consequences accrue to School Districts for non-compliance with signed Local Education Agreements, or for failure to negotiate LEAs with First Nation administrations. Only private and independent schools stand to suffer the consequence of non-payment in the absence of an LEA.

'Accountability' in this Handbook will be framed by the five principles of effective accountability presented by the Auditor General of Canada:¹³

Clear roles and responsibilities. Roles and responsibilities should be well understood and agreed on by the parties.

Clear performance expectations. The objectives, the expected accomplishments and the constraints, such as resources, should be explicit, understood and agreed on.

Balanced expectations and capacities. Performance expectations should be linked to and balanced with each party's capacity to deliver

Credible reporting. Credible and timely information should be reported to demonstrate what has been achieved, whether the means used were

¹² Aboriginal Report 2003/04-2007/08. How Are We Doing? p. 30. www.bced.gov.bc.ca/abed/perf.2008.pdf, (This figure excludes Adult and private/independent school graduates).

¹³ Auditor General Report, op. cit. Exhibit 5.3.

appropriate, and what has been learned.

Reasonable review and adjustment. Fair and informed review and feedback on performance should be carried out by the parties, achievements and difficulties recognized, appropriate corrective action taken, and appropriate consequences carried out.

There are other factors appearing on the horizon of which First Nations and School Districts should be aware as they contemplate a new decade for education partnerships.

First, on July 5, 2006, the First Nations Education Steering Committee (FNESC), Canada, and the Province of British Columbia (BC) signed a package of agreements to recognize the jurisdiction of BC First Nations over K-12 education on-reserve. 63 First Nations have submitted Letters of Intent to negotiate Jurisdiction Agreements. Jurisdiction Agreements will effectively remove INAC from the Education funding equation, and give life to the 1972 federal policy of Indian Control of Indian Education for communities with jurisdiction. When implemented, the fact of First Nations jurisdiction over education is expected to have a positive impact beyond the communities with Jurisdiction Agreements.

Second, Canada has announced a new Policy on Transfer Payments and accompanying Directive¹⁴ which may result in changes to federal/First Nation funding arrangements. Engagement with First Nations is expected to take place before any changes are implemented, likely in 2012.

Third, the federal government says it will amend the Indian Act rather than challenge a B.C. Court of Appeal decision striking down a key section of the law that sets out who is recognized as an Indian.¹⁵ Some estimates suggest this change could increase the number of status Indians in Canada by as many as 300,000.

Organization of the Handbook

The Revised LEA Handbook contains six sections, with accompanying appendices:

Section One outlines the recommended minimum requirements to satisfy both parties to an LEA while meeting INAC's conditions for Education funding to flow into Federal/First Nations funding arrangements. It draws on phrases from existing

¹⁴ <http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14208§ion=text>

¹⁵ Vancouver Sun, June 8, 2009.

agreements that are working well and on input from informant interviews with First Nation, federal, provincial and school district officials. Sample minimum LEA templates are appended.

Section Two contains a case study of a comprehensive Local Education Agreement between School District #33 and the Soowahlie First Nation and signed by ten Stó:lō Nation communities.

This section also identifies effective practices from School District #73 that has some years of experience with implementing its LEA.

Section Three explores the relationship between LEAs and Aboriginal Education Enhancement Agreements. This section also identifies the limitations of both EAs and LEAs as mechanisms for ensuring accountability to First Nations.

Section Four documents barriers to the development and implementation of Local Education Agreements and challenges facing stakeholders in School Districts with agreements that are not working well.

Section Five contains short-term strategies for developing an LEA and recaps processes outlined in the 1997 and 1999 Education Agreement Handbooks.

Section Six contains conclusions and suggested long-term strategies for achieving more effective education agreements.

Section One: Minimum Recommended Requirements for LEAs

First Nations officials interviewed for this Handbook agreed that there is still need for a Local Education Agreement between the local First Nation(s) and the School District despite the introduction of Aboriginal Education Enhancement Agreements by the BC Ministry of Education. At a minimum, First Nations want an LEA that:

- recognizes the inherent and traditional rights of First Nations with respect to the education of their children;
- acknowledges the traditional territory of the First Nation and the importance of their language and culture being accurately represented in school curricula and school activities;
- contains mutually agreed upon and measurable indicators of success for First Nation students;
- addresses accountability and consequences for non-compliance;
- serves as a mechanism for open communication between the First Nation and the School District on all education issues affecting First Nation students, parents/guardians and political leaders; and
- contains a dispute resolution mechanism ‘with teeth’ that may be brought into use when communication/negotiations break down.

Recent LEA renewals show that both First Nations and School Districts continue to value clear definition of their respective obligations under the agreement, and mutual understanding regarding access to programs, funding structures, agreement management and accountability.

INAC reviews LEAs through a funding lens that requires each agreement to contain:

- a discrete term for the agreement or a termination clause;
- a clear statement that the students for whom tuition funding is provided under the LEA must be registered in the Indian Registry System and ordinarily resident on reserve;

- agreement that funding is to be calculated using the FTEs on the current Nominal Roll and the block rate for the School District determined by the Ministry of Education;
- a mechanism for dispute resolution; and
- proper signatures from the First Nation and the School District.

Although it is not signatory to LEAs, INAC will provide mediation services to First Nations that are having difficulty concluding suitable agreements with their School Districts.

Appendix A contains an annotated 'Index' of a typical Local Education Agreement between First Nations and a provincial School District.

Appendix B contains a Recommended Minimum Template Agreement. This template contains clauses selected from LEAs between First Nations and SDs #71, 72, 73 and 78.

In June 2006, INAC issued a letter to all First Nations with Comprehensive Funding Arrangements (CFAs) requiring them to have in place Local Education Agreements with private/independent schools, commencing with the 2006-2007 school year. The letter was accompanied by a page of frequently asked questions and answers and a one-page template agreement. The one-page template is contained in Appendix C.

Some First Nations¹⁶ have been able to negotiate agreements with private schools that contain mutually agreed upon Philosophy and Vision statements and recognition of the need to develop and reinforce in First Nations students a strong First Nation identity and pride in their culture.

Others First Nations have been told that the private school charter limits the school's ability to address cultural matters. This is a choice that parents are free to make in selecting private school education for their children.

¹⁶ Examples are the Seabird First Nation (See Appendix D) and Williams Lake First Nations LEAs with private/independent schools. Copies may be obtained on request to FNEESC.

Section Two: Comprehensive Local Education Agreements

Case Study: Soowahlie First Nation Local Education Agreement (See Appendix E.)

Introduction:

The Soowahlie First Nation Local Education Agreement, signed in June, 2009 between ten Stó:lō communities and School District #33 (Chilliwack) is an example of a comprehensive agreement. This case study is intended to provide information to other First Nations and School Districts in the province. There are seven school districts falling within Stó:lō Traditional Territory.

Two years in the making, this LEA replaces an earlier agreement with nine Stó:lō communities signed in 1997. Representatives of Stó:lō Tribal Council, Stó:lō Nation Society, Cheam First Nation, as well as the Assistant Superintendent of SD #33 and staff from the district's Aboriginal Education Department were involved in its development..

Context:

SD #33 operates 31 schools in the traditional territory of the Stó:lō Nation. Approximately 1,670 students of Aboriginal ancestry attend these schools. Among these are registered First Nation students ordinarily resident on reserve in the communities of: Aitchelitz, Skowkale, Soowahlie, Squiala, Tzeachen, Yakwekwioose, Sumas, Kwaw-Kwaw-Ap-Pilt, Cheam, Popkum and Skwah.

The District's Aboriginal Education Department offers full-day Kindergarten, Halq'emeylem language instruction to all students who wish to take it, Work Experience program, Longhouse Extension and the Stoqoye Programs for the sharing of Stó:lō culture and traditions with both students and teachers, and Shxwetilthet, the Stó:lō Alternate School.

Considerations in Developing the Agreement:

The first step toward the new agreement was to establish a common understanding of the intent to develop a comprehensive agreement based on Stó:lō people having rights

to education protected by The Constitution Act, 1982. ¹⁷

In keeping with Stó:lō protocol, the Aboriginal Enhancement Agreement (EA) was put aside pending completion of the LEA, thus affording Stó:lō the opportunity to welcome other Aboriginals residing in their traditional territory to the table for the EA. “The LEA sets up the parameters around the relationship; the EA should speak to creating a learning environment.”¹⁸

‘Relationship’ is a key component of this LEA. The relationship between Soowahlie First Nation and the School District is based on a government-to-government relationship. At the operational level, it is important that both parties know who the “go to” people are in the School District - in the schools - in the communities. Too often school staff do not know what supports may be available in the communities.

This LEA is purposely structured to ensure that principals and teachers ‘need to know’ certain elements in the agreement. This helps to give life to the LEA.

Curriculum is a key area in the Soowahlie First Nation’s relationship with the School District. It is important that curricula used in the schools accurately reflect the constitutional rights of First Nations in general and the Stó:lō in particular. It is also important that language and culture, relation to land and families are known and accurately reflected in the curriculum. There is also a need for educators to learn about cultural norms that affect children’s behavior.

Accountability for the success of their students in the public school system is of prime importance to Stó:lō communities. Timely reporting contributes to accountability and communication. In this agreement, reporting occurs twice a year. The mid-year report is completed by the end of February and includes data by school, by grade, by subject. This enables teacher accountability for success of individual classes and allows time for interventions, if required. The monitoring and reporting process is not intended to be punitive. In addition to student outcomes, the year-end report will address financial accounts and staffing.

The Soowahlie First Nation/SD #33 LEA recognizes two levels of communication: one between the leadership and the Board of Education, and another between school staff and parents or parent representatives.

¹⁷ Personal interview with a Stó:lō spokesperson, May, 2009.

¹⁸ Ibid., May 2009

Goals:

The stated goals of the LEA are straight forward and few in number:

- 3.1 To assist Soowahlie First Nation students to develop a strong identity, healthy self-esteem and pride in family, community and culture.
- 3.2 To increase the attendance rate for First Nation students
- 3.3 To increase the graduation rate among First Nation students.
- 3.4 To increase the grade-to-grade transition rate.

Objectives:

The first objective toward meeting these goals is “To establish an Aboriginal Education Advisory Committee”. The Terms of Reference for this Committee will contribute to effective implementation of the agreement.

Definitions and Principles:

Shared understanding of the many Definitions contained in s.1.0 and adherence to the Principles outlined in s.2.0 will also contribute to the successful implementation of this comprehensive agreement..

The definitions anticipate Case Conference Teams, the maintenance of Student Record Files, Individual Education Plans for students with special needs and clear understanding of adapted and modified programs and requirements around such programs. “Qwi:qwelstom,” the Halq’emeylem word and program that best describes “justice” according to the Stó:lō world view is also defined in this section as it relates to dispute resolution.

Twenty-two principles based in the traditional knowledge of the ‘River People’ and published research in the field of K-12 education serve to reinforce understanding of the necessary conditions for supporting First Nation learners. S.2.18, for example, emphasizes the importance of successful transition from Early Learning/Home to Kindergarten, to Grade One, to elementary school, to middle school, to secondary school, to post secondary. It also highlights the importance of school readiness and regular attendance.

Payment:

The section on payment clearly lays out the schedule for tuition payment to the School District based on the September 30 nominal roll, with provision for funds associated with ‘early school leavers’ to be credited to the First Nation(s) for the provision of alternative educational opportunities for those students.

Expected Benefits:

The School District expects that the agreements will serve to bring the education system closer to First Nations parents and the communities, and give First Nations a say in the educational programming for Aboriginal students in the district, particularly in areas of Stó:lō cultural and linguistic heritage.¹⁹

¹⁹ Assistant Superintendent SD #33 quoted in the Chilliwack Times, February 24, 2009.

Effective Practices: School District #73: Kamloops /Thompson

School District #73 serves the Kamloops/Thompson areas. The District has a student population of just over 15,000, approximately 13% of whom are First Nations students. The LEA has eight First Nation signatories: Kamloops, North Thompson (Simpco), Skeetchestn, Whispering Pines, Neskonlith, Adams Lake, Little Shuswap and Bonaparte.

Both the First Nations and the School District have benefited from having eight communities working together on the Agreement. The District benefits from being able to work with a core group while still able to develop addenda to the LEA with individual First Nations to address specific issues they may have, like transportation. The First Nation administrations in turn gain good experience that helps build capacity around education by working together.²⁰

The agreement commits the Board to involve the Bands in the development of the District's Accountability Contract as well as the Aboriginal Enhancement Agreement. It is the District's Accountability Contract that assures the Bands of a measure of accountability for mutually developed performance targets and performance indicators.

Annual reporting is arranged around the District's Accountability Agreement which covers five areas: enrollment, attendance, discipline, student mobility and program participation. Achievement is measured using District Benchmarks (Grades 1-3), Foundation Skills Assessment (FSA), Canadian Achievement Test (CAT) and Letter Grades (Grades 4-11). Provincial exam results and graduation rates are also reported.

The 13th annual report released recently shows significant improvement for First Nations/Aboriginal students in a number of areas. For example, more Aboriginal students took and passed the English 12 provincial exam in 2008 than four years earlier. Overall improvement targets were met in elementary attendance, secondary attendance, secondary program participation, Grade 1 reading and writing, Grade 10 provincial exams, Grade 11 provincial exams, Secwepemc language instruction and post secondary transition of Grade 12 students.

Although the Enhancement Agreement directs the reporting, there is significant advantage of having year over year results. They show that "...serious challenges remain as we continue to see significant differences in the overall achievement levels of non-Aboriginal and Aboriginal students."²¹

The First Nations Education Council directs expenditure of the targeted funding budget that is provided to the District for all Aboriginal students. Some monies go to the communities to help fund cultural days. It is important to set up the scenario regarding culture and language.

²⁰ Chair, First Nations Education Council, School District #73.

²¹ SD #73 First Nations Education Council, 13th Annual Report

District #73 participates in the Okanagan-Mainline Regional Network. This is a Network of Lessons in First Nations Content in Socials, designed to provide teachers with guidance in integrating Aboriginal learning outcomes into Social Studies K to 12.²²

According to the Chair of the District #73 First Nations Education Council, the strength of the District's education agreements lie in the consistent approach that has been put in place to plan, review and adjust as necessary.

²² www.okmainregion.net/index.php?page=education.inc&menu=education.

Section Three: The Relationship between LEAs and EAs

Indian and Northern Affairs Canada (INAC), the Ministry of Education and the First Nations Education Steering Committee all recognize an ongoing need for and commitment to both Local Education Agreements and Enhancement Agreements, the former to formalize the relationship between First Nations and the School Districts, the latter to enhance the relationship between all Aboriginal people and the school system.

Ministry of Education recognizes the best LEAs to be ones that address hiring practices, participation of the First Nations in the school, provide bussing services that enable students to engage in extracurricular activities and provide supportive services for school leavers.

EAs are not legally binding contracts, but rather working arrangements intended to provide:

- a framework for involving Aboriginal communities in a variety of decision making areas to ensure that education is relevant to the Aboriginal student population
- an ongoing, consistent opportunity for school district representatives and Aboriginal communities to come together as a formal body to improve Aboriginal student achievement
- a ‘road map’ for helping schools effect a shift in focus towards performance-oriented Aboriginal education based on education outcomes
- a means for integrating culturally relevant learning opportunities into the instructional programs provided for Aboriginal students in order to help ensure continuous long-term improvement in their education achievement
- flexibility and choice in determining how to improve Aboriginal student achievement
- mechanisms to dialogue with the schools, the school district, and a variety of community agencies.²³

EAs and LEAs were developed separately in different time periods with no apparent consideration given to how they might work together. Forty-five of the sixty school districts have EAs. INAC reports 104 current LEAs.(This figure may not represent 104

²³ A Guide for Success, op. cit. 2003

First Nation communities as some First Nation administration are signatory to multiple agreements.)

More than 60 First Nations are signatories to Enhancement Agreements.

LEAs and EAs have these features in common:

- There is no signing bonus or additional funds provided to negotiate, nurture or maintain the agreements. Associated funding is that which would come to the First Nation or to the School District by virtue of the federal or provincial policy and funding formulae with or without the agreements.
- The fact that the agreements are signed does not necessarily mean that the relationships are strong. The success of both agreements depends on the commitment of informed individuals within the School Districts, the schools and the First Nations administrations.
- Although the agreements speak to accountability, neither contains consequences for failing to achieve the expected outcomes.

Government officials agree that the education agreements may not be the best instruments for ensuring accountability. In the provincial system, the Achievement /Accountability Contract required of School Districts is where accountability rests within the *School Act*,²⁴ not with the Enhancement Agreements.

LEAs have been found by the courts to be legally binding but only with respect to the payment of tuition. The matter of student outcomes was not addressed in the court ruling.

INAC reports that central agencies of the federal government are placing increased emphasis on accountability for results of its programs. In this context, BC Region's Performance Management Framework for Education may in the future contribute to increased accountability on the part of INAC for improving outcomes for First Nations learners.

Although slow in the making, policy can also serve as a mechanism for reinforcing

²⁴ School Act S. 79.2 (1) A board must prepare an achievement contract with respect to (a) standards for student performance, (b) plans for improving student achievement in the school district, (c) literacy, (d) early learning programs, and (e) any other matters ordered by the minister.

(1.1) Achievement contracts under subsection (1) may contain different terms and conditions for different boards.

(2) On or before July 15 of each year, a board must submit its achievement contract for the school year to the minister and must make its achievement contract available to residents of the school district and to parents of students attending schools in the district.

accountability. INAC's K-12 education authorities must be renewed every five years²⁵, a process that may provide an avenue for policy change affecting accountability. Development of new data systems to track results for First Nations students will help to support policy renewal.

MoE, INAC and FNESC are working together and independently on strategies to revitalize the LEAs and the EAs and on data systems designed to better track results.

²⁵ At the time of this writing, preparations are underway for INAC K-12 authorities renewal for 2012.

Section Four: Barriers to the Development and Implementation of Education Agreements

Despite nearly 20 years' experience with Local Education Agreements, there are still residual barriers to their development and effective implementation. The challenges discussed here are drawn from key informant interviews, studies compiled by the LEA Subcommittee of FNEC, and related literature reviewed by the author. The list represents a sampling only and is not intended to be exhaustive.

Systemic Barriers:

- The legacy of the residential school system continues to stand in the way of a truly collaborative relationship between the school districts and First Nations leaders, communities and families.

By the mid-1980s, it was widely and publicly recognized that the residential school experience, in the north and in the south, like smallpox and tuberculosis in earlier decades, had devastated and continued to devastate communities. The schools were, with the agents and instruments of economic and political marginalization, part of the contagion of colonization. In their direct attack on language, beliefs and spirituality, the schools had been a particularly virulent strain of that epidemic of empire, sapping the children's bodies and beings. In later life, many adult survivors, and the families and communities to which they returned, all manifested a tragic range of symptoms emblematic of "the silent tortures that continue in our communities".²⁶

- "Inertia of the status quo." The 'Eurocentric' culture of education is firmly entrenched in the public school system and in the education of its teachers and administrators. The need to preserve and reflect the unique status of First Nations cultures in the schools is often overshadowed by a higher value for Canada's cultural mosaic.

A common concern of parents is when schooling becomes a threat to their developing child's identity, primarily when the values and world view that prevail at school contradict or ignore the existence of a different perspective the child lives with at home. In the case of students

²⁶ Report of the Royal Commission on Aboriginal Peoples. Vol.1, Part 2, S. 10.4

*of Aboriginal ancestry, this situation is all too common.*²⁷

- Lack of knowledge/understanding among School District staff of First Nations culture, language and protocols and the importance of having them portrayed accurately in the curriculum and day-to-day activities in the public system.

*“Unless a child learns about the forces that shape him --the history of his people, their values and customs, their language-- he will never really know himself or his potential as a human being.”*²⁸

- “The soft bigotry of low expectations”²⁹ is manifest system wide in the streaming of First Nation students into non-academic subjects, in the low completion rates for First Nations students and in the under representation of Aboriginal teachers and administrators in school district staff.

Geographic Barriers:

- Distance between First Nation communities and School District offices and, in some cases distance to the public schools can be a significant challenge, particularly for remote or special access communities.
 - First Nation administrations receive no additional resources to cover the costs of travel, consultation, meetings required to negotiate or maintain communication around agreements
 - Parents are reluctant to have children living away from home to attend higher grades;
- Transportation is a significant issue in some school districts:
 - Parents and other community members and School District and school staff are isolated from each other by distance and cost of travel;
 - School Districts set bus policy which determines eligible distances for school bus service and rates that parents in some Districts must pay for the service;

²⁷ RCAP, op.cit. Vol. 3 Gathering Strength, Education, S.3.2

²⁸ Indian Control of Indian Education. National Indian Brotherhood, 1971.

²⁹ Although this term is borrowed from the US Government’s policy ‘No Child Left Behind’, it is in no way intended as an endorsement of that initiative. Indigenous educators in Hawaii and in the American Southwest have criticized the NCLB initiative as having removed resources from many schools and in so doing, negatively impacted their students.

- First Nation students are too often the first to arrive and the last to leave school each day, leaving ideal travel times to non-Aboriginal students.
- failure to award school bus/ferry contracts to First Nation administrations for transportation of their students to public schools has jeopardized relationships in at least two School Districts.

Accountability:

First Nation stakeholders report lack of accountability for Local Education Agreements to be a major concern:

- Where there are no LEAs between First Nation administrations and School Districts, Indian and Northern Affairs will pay tuition for the on-reserve status students directly to the Ministry of Education with zero accountability for student success. This tuition payment protocol is confirmed in a letter from the Ministry of Education to INAC, the focus of which is the tuition payment schedule. There is no reference in the protocol to the program standards which INAC is expected to meet as outlined in the authorities under which education programs are funded by the federal government.³⁰
- Tuition payments are based on a student head count or nominal roll on September 30 each year. First Nations report a disproportionate number of 'school leavers' in the months immediately following the nominal roll.
- In some, but not all districts, the number of students leaving school with a Dogwood is going down.
- Significant differences in the overall achievement levels of non-Aboriginal and Aboriginal students remains.³¹
- School principals are not always clear on the LEA or its purpose. This is often a result of staff turnover without priority given to the LEA in orientation for new staff.
- In some Districts, there is no attempt to implement the terms written in the LEA.

³⁰ The expected result cited in the federal authority given to INAC to provide elementary and secondary education programs and services to Indians living on reserve and Inuit is "...that eligible students will receive a comparable education to other Canadians within the same province of residence, with similar educational outcomes to other Canadians and with attendant socio-economic benefits to themselves, their communities and Canada."

³¹ *The 2004 November Report of the Auditor General of Canada* estimated that it would take about 28 years for First Nations people living on reserves to reach parity with the Canadian population.

- Contrary to Ministry of Education policy, targeted funds are reported to being re-profiled to offset shortfalls in core funding in some districts.
- The Aboriginal Education Enhancement Agreement is taking away the power of the LEA as a legally binding document. When EAs are completed, they are appended to school district accountability contracts and are subject to the auditing and district review processes.³²
- There is no accepted accountability framework for Local Education Agreements, nor are there consequences for non-compliance.

School Districts also report difficulties in implementing the LEAs:

- Keeping community members interested in meeting after the agreement is signed
- Employee contract issues
- Attracting/hiring the qualified First Nation people to fill the agreed upon positions
- Bands failing to make timely tuition payments
- Difficulty in getting all schools committed to the education agreements and district staff understanding the need for special attention to Aboriginal education
- Difficulty in recruiting qualified personnel for First Nations language programs
- Bands see the school as 100% responsible for the failures of their students, leading to a 'them' and 'us' mentality and causing one respondent to say: "The LEA is an agreement not a club."
- Much of the educational focus has left the LEA and moved to the Aboriginal Education Enhancement Agreement. The EA presents more difficulties because it includes a broader population.
- Lack of funds to support all of the needed activities
- Time is always a constraint

³² Aboriginal Enhancement Agreements: A Guide for Success. Op.cit. p. 26

Section Five Processes for Developing or Renewing an LEA

This section builds on approaches to developing LEAs described in the *Education Agreements Best Practices Handbook, 1997* and the *December, 1999 Education Agreements Handbook* and lessons learned since that time.

As noted in the 1999 document, all successful agreements are built on relationships characterized by respectful negotiation and the development of a mutual understanding of the issues brought forward by each party. It does help to have the right people involved and to ensure that they have all of the information that they need to make informed decisions.

Who should be Involved?

Since the agreement is to be signed by the First Nation and the School District, represented by the School Board, it is important that band council representatives and district level decision makers are informed and participating in the discussions at an early stage in the process. Those involved should have some familiarity with First Nations education and be committed to achieving an agreement.

Key people from the First Nation may include:

- The Education Coordinator
- First Nation Chief or Councillor holding the education portfolio
- Education Committee or other community organization on which parents have representation
- Members from a First Nations advisory group to the district, if such a group exists
- First Nation Elders.

Key school district personnel may include:

- Superintendent
- Directors or other district staff with responsibility for Aboriginal Education
- School Board trustee(s) with interest/portfolio that includes First Nations education
- School staff including administrators, teachers, teaching assistants

School District personnel approach the negotiation of education agreements with full knowledge of the district budgets, enrolment statistics and the current status of collective bargaining agreements with the BC Teachers Federation (BCTF) and the

Canadian Union of Public Employees (CUPE). First Nations participants need a comparable tool kit to bring to the table.

Proposed Tool Kit for LEAs

Funding

The Ministry of Education calculates annual funding allocations to School Districts. The allocations are based on a basic rate per student FTE plus six broad categories of supplemental grants. BC School District Revenue and Expenditure Tables for all school districts may be found at: www.bced.gov.bc.ca/accountability/district/revenue. This calculation informs the Per Pupil Block Rate used by INAC to determine the K-12 funding allocation to First Nations.

The block rate that determines First Nation funding for each school district is calculated annually and may vary from as low as \$7700 per student FTE for one school district or as high as \$24,000 for another, depending on the factors that influence funding in their respective areas. First Nation education representatives may request the Secretary Treasurer of the School District to outline in plain language all of the line items that go into making up the District's block rate.

In preparation for LEA discussions, it is important that First Nations leaders and administrators understand the formula that determines the per pupil block rate that they will receive from INAC to cover tuition costs for First Nation students attending provincial schools.

It is useful for First Nations representatives to know at the outset their own block rate, number of student FTEs and what percent of the total school district budget is generated by First Nations student attendance and associated tuition payments. Funding Service Officers may assist communities to obtain up-to-date block rate information by accessing the current *INAC Budget Reconciliation Report*.

Recruitment and Hiring Aboriginal Personnel

The BCTF and CUPE are the main bargaining agents for teachers and administration staff of the school districts. First Nations should be familiar with the policies of both organizations that speak to employment equity for Aboriginal teachers³³ and a

³³ BCTF Policy on Aboriginal Education. Members Guide to the BCTF. S1A.13 (a) That the BCTF recognizes the importance of teachers of Aboriginal ancestry working in the school system, both for programs that are targeted to Aboriginal students and programs that serve all students.
(b) That the BCTF actively support an employment equity program for the public schools with the aim of achieving a teaching force that is reflective of the ethnic diversity of BC public schools.
(c) That the employment equity program for Aboriginal teachers include the following elements:

workplace that reflects the diversity in the surrounding community, naming Aboriginal people among under-represented groups³⁴ so that they may encourage district members of these organizations to fulfill their own organizations' mandates.

The BCTF and the BC Public School Employers' Association have agreed to encourage School Districts to apply to the BC Human Rights Tribunal for approval for special programs and employment equity programs to attract and retain Aboriginal teachers. Although reported to be labour intensive, special program approval protects a school board from being held liable for discrimination under the *Human Rights Code* when it uses preferential hiring or promotion practices.³⁵

In order to support the recruitment and hiring of Aboriginal personnel, First Nations may need to enter into associated agreements with the unions.

Steps for developing the LEA

Matthew (1999) presents four steps for the creation of an Education Agreement:

- I. Inform and gain the support of key First Nations people and district staff and board members.
- II. Involve key people in decision making about relevant aspects of the agreement. It is important that they develop a shared understanding of the goals of the agreement, the potential content, and the way in which the agreement will affect various stakeholders.
- III. Have key people agree about which activities will be undertaken at various stages in the development of the agreement. Preparatory and ongoing activities may include:
 - (a) Completion of needs assessment to identify the current situation of First Nations learners. Information about First Nations students attending district schools is available in a document entitled: *How Are We Doing? An Overview of Aboriginal Education Results for {the District}*
 - (b) Joint strategic planning between band/community and school; and
 - (c) information sessions in the community or joint band/district sessions to:
 - discuss the intention to create an agreement;
 - describe the rationale for signing the agreement;

(i) goals for achieving employment equity, including goals for having Aboriginal teachers in programs throughout the system, as well as in programs supported by targeted Aboriginal education funding;

³⁴ CUPE. A "Workplace for All. Bargaining Equality.

³⁵ BC School Trustees Policy Backgrounder. November 1, 2006.

- describe its content; develop strategies related to issues that the community would like to see addressed in the agreement; and
- discuss ongoing/maintenance activities associated with the agreement.

IV. Prepare a draft agreement for First Nations and district consideration.

Useful Clauses from Existing Agreements

FNESC is creating a SharePoint library of signed agreements submitted by First Nations that are willing to make their documents available for others. In the meantime, the following clauses are offered as samples for the tool kit. Responsibilities outlined below may fall on the School District, the First Nation or both. Readers are also encouraged to review sample LEAs contained in Appendices of this report.

Clauses related to the First Nation's culture

- Agreements reinforce the importance of accurate reflections of the First Nations cultures throughout the school system

First Nations and the Board will work together to achieve the following objectives.....to encourage, enhance and affirm a strong identity, pride in heritage, and healthy self-esteem in 'First Nations' students by creating an environment that embraces 'First Nations' cultures and ...to work together to increase awareness of Stó:lō culture among all staff and students and to provide for integration of the Stó:lō cultural values and information about the Stó:lō people in appropriate curriculum areas. (First Nations and SD #78 Fraser Cascade)

The Bands affirm that First Nations students have an Aboriginal right to education that reflects, respects, and complements Secwepemc culture and language (Secwepemc Nation and SD #73)

Clauses related to student success

- Agreements address ways in which First Nations and the school districts can work together to ensure quality education for their students methods for monitoring their success.

The Board agrees to provide parity of access and opportunity to First Nation students in a manner consistent with Board practices for all students enrolled in educational programs in the School District, and to continue to work toward parity of success in educational programs for First Nations students. (Secwepemc Nation and SD #73)

First Nations and the Board will work together to achieve the following objectives: ...To review regularly the educational needs of 'First Nations' students and arrange for the

delivery of programs and services that will meet these needs. Priority will be placed on early intervention, specifically in the areas of assessment in accordance with the procedures outlined in Article 7.2 {article pertains to Student Assessment and Placement}, remedial work, issues of attendance, evaluation of age/grade levels, curriculum scope and sequencing. (First Nations and SD #78 Fraser Cascade)

Soowahlie First Nation and SD #33 specify how success will be monitored in their LEA:

2.18. *Success for each student is demonstrated by:*

2.18.1. *successful transition from Early Learning/Home to Kindergarten, Kindergarten/Early Learning/Home to Grade One, elementary school to middle school, middle school to secondary school, secondary to post-secondary.*

2.18.2. *school readiness for “Kindergarten”*

2.18.3. *regular attendance at school*

2.18.4. *promotion from grade to grade, Graduation, and preparation for opportunities beyond Graduation.*

Clauses related to First Nation engagement in district activities

- Agreements contain clauses that enable a significant role for First Nations in the operations of the school district.

‘First Nation’ has a right to involvement in the development and delivery of education programs and services to First Nations students through, but not limited to representation on and participation in the Budget Advisory, Policy that end the AEC (Aboriginal Education Council) will appoint two representatives to each Committee. (First Nations and SD #78 Fraser Cascade)

The Board agrees to involve the Bands in the planning for the expenditure of the Nominal Roll Funding provided by the Band to the Board relating to First Nation students for education programs and services. (Bands of the Shuswap Nation and SD #83)

The Board will encourage the Cariboo-Chilcotin Teachers Association, International Union of Operating Engineers and Cariboo Chilcotin Administrators Association to extend an invitation to the private Schools to participate in appropriate professional meetings, conferences, and training sessions. (Williams Lake Indian Band and SD #27 2003-2007)

The Board agrees to meet at least twice a year with the leadership of the ‘First Nation’ to review and address issues that affect student learning. The intention is to meet collectively with leadership representatives from all First Nations who have signed an

LEA with the Board of Education. (Soowahlie First Nation LEA with SD #33)

The Band agrees to promote the active participation and involvement of First Nation parents, Elders and other members of the Band in the education of their children, both curricular and extra-curricular. (Williams Lake Indian Band and SD #27 2003-2007)

Clauses related to recruitment and hiring of personnel

- Agreements contain a commitment on the part of the School Districts and the First Nations to increase the number of First Nations personnel in teaching and non-teaching positions.

The Board shall endeavour to attract and retain qualified First Nations teachers, administrators, counselors, teaching assistants, resources aides and home school support workers. (Comox Indian Band and SD #71)

The Board agrees to create a strategy that will promote the active pursuit of applications from qualified First Nations teachers, counselors, administrators, and other support staff. Given the opportunity to hire additional staff, the Board commits to recruit and hire First Nations teachers and non-teaching staff. The Board and Council agree that subject to all persons hired meeting staffing qualifications and expectations, the goal of the strategy during the term of this agreement is to increase the number of qualified First Nations staff by at least four FTE positions, including at least 2 FTE teachers. (Nuu-chah-nulth Tribal Council and SD #84)

Clauses related to communication

- Agreements highlight the importance of reciprocal communication at the district, school and parent-teacher levels of communication.

A key ingredient of this LEA is effective communication between school staff and parents and guardians. If issues cannot be resolved between staff and parents, in order to ensure that both parties share a common understanding of the specific situation regarding the student in question, the next level of communication will be between the First Nations Teacher Counsellor in the school (or a counselor, or an administrator) and the Band Education Coordinator. (Bands of the Shuswap Nation and SD #83)

The Board and First Nations will encourage First Nations parent/guardians to attend regular and frequent parent-teacher interviews and develop appropriate strategies to that end. Strategies may include arranging special times and venues. (First Nations and SD #78 Fraser Cascade)

The Board agrees to meet at least twice a year with the leadership of the Soowahlie First Nation to review and address issues that affect student learning. The intention is to

meet collectively with leadership representatives from all First Nations who have signed a Local Education Agreement with the Board of Education. (Soowahlie LEA with SD #33)

The school district will provide representation on the Comox Indian Band Education Committee. (Comox Indian Band and SD #71)

Clauses related to funding

- Agreements provide clarity around payment of tuition funds provided by Indian and Northern Affairs (excerpts taken from LEAs with SD #78 but contained in other agreements as well) :

First Nations shall pay to the Board tuition fees, as provided by Indian and Northern Affairs Canada.....

The Tuition fees payable for each school year shall be paid by 'First Nations' to the Board according to the following schedule and based upon the September 30th nominal roll figures:

- a) 25% based on the previous year's eligible Tuition fees on or before September 30;*
- b) 25% based on the previous year's eligible Tuition Fees on or before January 31;*
- c) 25% of the current year's eligible Tuition Fees less (or in addition to) the difference between the previous and current year's eligible tuition fees on or before March 31;*
- d) The remaining 25% at the eligible Tuition fees on or before June 30th and an annual adjustment for "early school leavers"...*

In the case of 'early school leavers' and any 'First Nations' students transferring out of School District #78, tuition fees, as calculated on a percentage of school year not attended, will remain with 'First Nations'. In the case of advanced tuition payments, the funds not used as calculated by the percentage of school year not attended will be credited to 'First Nations'.

In the event of a school closure due to a labour dispute, the tuition fees will be equitably adjusted by the agreement of the Parties and returned to 'First Nations' for their student benefit in the same manner as occurs with the Ministry of Education. Any adjustment shall take into consideration the number of days of school closure and adjustments in funding made by funding sources to 'First Nations' and to the Board. It is the intention of the parties that neither 'First Nations' nor the Board should benefit financially from a school closure.

Some First Nations have tried to withhold funds as a way of enforcing compliance with education agreements. However, this strategy has proven to be ineffective for First

Nations dissatisfied with the educational services provided by their School Districts. If a First Nation withholds tuition payments, INAC will eventually intervene by providing payment to the BC Ministry of Education and deducting an equivalent amount from the First Nation's funding arrangement with INAC. In the meantime, the relationship between the School District and the First Nation remains in dispute. In the absence of an LEA, INAC will pay the Ministry of Education directly as per a Tuition Payment Protocol signed in 2004.

Clauses related to dispute resolution

- Agreements vary with respect to dispute resolution, from SD #71 which contains no dispute resolution clause to that of SDs #73 and #83 which set out identical formal Dispute Resolution processes with time frames for binding resolution:

Attempt to Settle

The Bands and the Board shall attempt to settle any disputes arising under this Agreement in good faith without referring the matter to the Dispute Resolution Committee.

Dispute Resolution Committee

If a dispute in respect of any interpretation of this Agreement arises between the Bands and the Board which is not settled, the parties shall establish a panel consisting of three members. The purpose of the Dispute Resolution Committee shall be to resolve as expeditiously as possible any dispute arising under this Agreement so as not to impair progress in the implementation of the provision of this Agreement.

The Bands and the Board will each appoint one member to the Dispute Resolution Committee and they shall agree upon the appointment of the third member, who shall be the Chair of the Dispute Resolution Committee.

The Dispute Resolution Committee will convene within 10 business days and every attempt shall be made to resolve the issue within 30 days of the first meeting of the Dispute Resolution Committee

Proceedings

All proceedings before the Dispute Resolution Committee shall be formal. When a dispute is under consideration by the Dispute Resolution Committee, the Dispute Resolution Committee shall determine the manner in which the parties shall proceed to carry out their respective obligations under this Agreement until the dispute is resolved. Proceedings of the Dispute Resolution Committee shall not be open to the public.

Decision

The Dispute Resolution Committee shall render a written decision to the parties as soon as possible after the conclusion of its proceedings. The Dispute Resolution Committee

shall be required to provide reasons for its decision. The Dispute Resolution Committee shall decide the extent to which each of the parties shall bear the responsible costs of resolving any particular dispute. The decisions of the Dispute Resolution Committee shall be binding on all parties. In no event shall the Dispute Resolution Committee have the power to alter or modify or amend this Agreement in any respect.

Clauses related to Accountability

- Agreements address accountability through clauses pertaining to reporting of results. (See Section 2 of this report) Secwepemc Nation and SD #73 LEA contains a clause that ensures First Nations involvement in the development of the District's Accountability Contract and the Aboriginal Enhancement Agreement. The District Accountability (now called Achievement) Contract is the accountability instrument required of each School District by the *School Act*, S. 79.2. It must be submitted to the Minister of Education by July 15 of each year.

The Board agrees to have Bands involved in the development of the District's Accountability Contract and the Aboriginal Enhancement Agreement.

Adoption of this clause will put an onus on First Nation administrations for increased involvement of the community in planning with the School District to become familiar with the goal statements from the previous year's contract and the extent to which they address the priorities of the First Nation students

- to provide evidence of the needs and priorities of their students within the school system
- to articulate performance targets and realistic time frames for achieving them given the realities of their communities
- to identify community resources that may contribute to student achievement, such as community learning centres, language and cultural resources, community health programs, links to band operated schools, etc.

It may also serve to reinforce the link between the First Nations goals for education and the commitments made by the Government in the Transformative Change Accord with the First Nations Leadership Council in 2005 "to close the gap that exists between First Nations and other British Columbians in health, housing, education and economic opportunities."

Resources to assist with LEA processes

First Nations can look to supporting organizations for assistance with developing or implementing their LEAs.

From INAC:

- Funding Services Officers are taking a renewed role in providing technical assistance to First Nations communities in preparing comprehensive community plans
- INAC Funding Services will provide mediation services on request.

From FNEC

- FNEC will provide information on education agreements at regional sessions and technical support on request.

Section Six: Conclusions and Long-Term Strategies for Revitalizing Education Agreements

A Local Education Agreement (LEA) is a bilateral agreement between one or more First Nations and the School District, private or independent school attended by registered First Nation students ordinarily resident on reserve. It defines a relationship between the two administrations and the terms and conditions governing the purchase of educational programs and services by the First Nation(s).

Education Enhancement Agreements (EAs) are commitments made by a school district, all local Aboriginal communities and the Ministry of Education to work together to improve the success of all Aboriginal students.

Although closely related in their goals to improve school success for Aboriginal students, to increase Aboriginal voice in the public education system, to increase knowledge of Aboriginal language, culture and history and to increase Aboriginal communities involvement and satisfaction with the public school system, there is general consensus that the EA does not negate the need for a Local Education Agreement.

Indian and Northern Affairs Canada (INAC) regards LEAs primarily as tuition agreements between the First Nations and their School Districts or private/independent schools. The minimum LEA acceptable to INAC for the purpose of flowing funds to First Nations to purchase services from private/independent schools is a one page document that commits the First Nation to reimburse the Private/Independent School the tuition received by DIAND³⁶. This form of the LEA also obliges the First Nation to reimburse the Private/Independent School any difference between the school tuition and the tuition provided by DIAND. It places no obligation on the part of the Private/Independent School for results.

The minimum recommended LEA acceptable to First Nations for the purchase of services from provincial School Districts for their students is a much more comprehensive document that places importance on First Nations culture, language and mutually agreed and measurable indicators of success for First Nation students. First

³⁶ Department of Indian Affairs and Northern Development. This is the official name of INAC and that which appears on all documents that pertain to funding.

Nations also seek agreements that address accountability for results and consequences for non-compliance with agreed terms.

The Minimum Recommended LEA Template contained in Appendix B addresses the majority of the items considered to be essential by First Nations except for a mechanism to give strength to implementation of the agreement or accountability for results.

Federal and provincial government officials agree that the LEA and the EA are not designed to be accountability documents. In the public education system, the Accountability Contract, now called Achievement Contract, serves that functions.

“The Achievement Contract is a public statement of commitment by a Board of Education to improve success for each student in the district. Each Contract is developed collaboratively, on an evidence-based assessment of the needs and priorities of the students in the district. The Contract identifies areas of focus for the improvement of student success, describes strategic actions and outlines processes to monitor progress and make adjustments intended to improve results.”³⁷

Typically, the Achievement Contract contains a description of the connections with other improvement initiatives, including the Aboriginal Education Enhancement Agreement (EA). However, the Achievement Agreement Guidelines for 2009-2010 make no reference to the LEAs.

Both LEAs and EAs appear to have reached a plateau with respect to their impact on outcomes for First Nation learners.

The following six strategies are offered as steps that may be taken in the short term by the First Nations, the Ministry of Education, FNEC and INAC to help improve the effectiveness of Local Education Agreements between First Nations and the provincial School Districts.

1. That the Ministry of Education reaffirm its priorities for First Nation education and relate the importance of LEAs in its workshops and other communications with School Districts.

Further, that the Ministry name Local Education Agreements along with Aboriginal Education Enhancement Agreements in the examples of District and School Connections in its published *District Achievement Contract Guidelines*. This will serve as a reminder that the Ministry of Education sees LEAs as important documents enabling the purchase of education services from the School Districts by First Nations.

³⁷ BC Ministry of Education Guidelines for District Achievement Contracts: 2009-2010

2. That FNEESC involve front line community Education workers in a discussion of LEAs in the FNEESC Regional Sessions that take place in the fall of each year.
3. That FNEESC offer assistance to small communities that may lack the staff capacity to negotiate LEAs independently and along with INAC offer recourse for communities whose School Districts are not fulfilling the terms of their written agreements.
4. That FNEESC establish and maintain a SharePoint library of Local Education Agreements for the use of First Nations.
5. That INAC Education provide orientation to Funding Services Officers (FSOs) regarding the importance of LEAs to First Nations, the connections between planning for LEAs and comprehensive community planning and the process by which First Nations can access mediation services from INAC if needed to facilitate LEA negotiations. FSOs should also become familiar with the *Budget Reconciliation Report* that contains school district per pupil block rates.
6. That First Nations administrations link planning for their LEAs to comprehensive community plans and work with their FSOs to identify resources that may be available to support community planning.

Strategies 7 and 8 pertain to the second phase of the FNEESC approach to ensure greater accountability for the development and implementation of Local Education Agreements.

7. That FNEESC work with the BC Ministry of Education and other K-12 Education Partners to establish a policy link between Education Achievement Contracts and Local Education Agreements.
8. That School Districts meaningfully engage with and collaborate with First Nations on planning and developing the District's Accountability Contract and the Aboriginal Enhancement Agreement.

Education agreements in themselves are not sufficient too to improve outcomes for First Nations students. This calls for longer terms strategies and recommitment on the part of all Education Partners and the First Nations leadership to address outstanding issues.

9. That FNEESC, Ministry of Education and INAC commit to creating a new strategic plan to improve success of First Nation students. This may begin by revisiting the 1999 Memorandum of Understanding signed at the K-12 Education Partners Table to re-establish priorities for renewed individual and collective efforts

toward improving education outcomes for First Nations learners.

10. That FNEESC seek consolidated leadership support for a new strategic plan by presenting it for endorsement to All Chiefs meetings of the member organizations of the First Nations Leadership Council.

APPENDIX A

Annotated Local Education Agreement Index

This index describes common elements contained in existing Local Education Agreements.

0.0 Introduction or Preamble

Introductory or Preamble clauses may refer to the FN traditional territory, cultural and linguistic heritage, inherent jurisdiction and the desire to achieve greater participation for First Nations in public school education and greater success for their students. Some agreements contain a disclaimer as to the limitations of the agreement with respect to Aboriginal rights.

1.0 Definitions

Definitions are provided for clarity and mutual understanding. They are common to all agreements reviewed.

2.0 Principles

Principles are defined as fundamental truths; general laws that guides action (Oxford Dictionary). Principles contained in this index appear in one form or another in most LEAs. The five principles of accountability as stated by the Auditor General of Canada are added as a standard for accountability.

3.0 Objectives

Objectives are concrete statements describing what the project is trying to achieve. The objective should be written at a low level, so that it can be evaluated at the conclusion of a project to see whether it was achieved or not. ...

www.tenstep.gr/open/miscpages/94.3Glossary.html Objectives may alternatively be called 'Statement of Intent' (SD #65; SD #71) or 'Statement of Shared Intent' (SD #73; SD #91)

4.0 Responsibilities

'Responsibility is the obligation to carry forward an assigned task to a successful conclusion. With responsibility goes authority to direct and take the necessary action to ensure success.' In the context of the LEAs responsibilities for which they will be accountable should be clearly outlined and agreed upon by SD Boards and their staff and by First Nations administrative staff.

5.0 Curriculum Development

Curriculum development is costly. In the majority of LEAs, this section refers to a joint effort on the part of the School District and the First Nation to find resources to improve and develop curricula in First Nations studies and First Nations language history and culture.

Retaining ownership of their language and cultural resources is crucial to First Nations.

At least one LEA contains a clause stating that copyright of curriculum developed by the First Nation will

rest with the First Nations Education Steering Committee. Some First Nations may wish to reinforce the protocols contained in their partnerships with post secondary institutions respecting ownership of locally developed language courses in the context of the Developmental Standard Term Certificate (DSTC) in First Nations Language and Culture.

6.0 Assessment and Placement

First Nations recognize that a disproportionate number of First Nation students are identified as Special Needs and provided with alternate or modified programs. At the same time, there is a low identification of 'gifted' First Nation students. There is joint responsibility on the part of the School District and the First Nation to ensure that these issues are appropriately addressed through informal or formal assessments, interventions and, in some cases, modified programs. All Assessment and Placement must take place with informed consent of parents/guardians or their delegates.

7.0 Discipline.

Discipline of students is regulated by the *School Act*, the Code of Conduct for each school as approved by the Board, and also, in the case of First Nation students, by the cultural practices in the community such as 'Restorative Justice' (SD #73). Ideally the LEA will involve the School administration and First Nation Education representative to develop a team approach to dealing with global disciplinary issues involving First Nation students. In at least one agreement, this section is called 'Student Behaviour'. (SD #33)

8.0 Cultural Awareness and Hiring in the School District

Education is a primary vehicle for perpetuating a culture.¹ For that reason it is important that LEAs clearly state that public School District staff and classroom teachers are provided an opportunity to learn about the local First Nation culture, language and traditions.

Agreements should also state that the School District will support efforts to attract and retain qualified First Nations teachers, administrators, counselors, teaching assistance, resources aides and home school support workers. Such efforts are consistent with the BC Teachers' Federation Policy on Aboriginal Education.²

9.0 Accountability

The section on accountability will outline the respective roles of School District, school and First Nation community representatives with respect to monitoring, reporting and evaluating the outcomes associated with the agreement. The makeup and roles of the First Nations Education Committee may be documented here. Guidance can be drawn from the five principles of accountability: clear roles and responsibilities, clear performance expectations, balanced expectations and capacities, credible reporting and reasonable review and adjustment.³

S. 4.6 of the LEA between Secwepemc Nation and School District #73 appears to be unique in that it commits the Board to have Bands involved in the development of the District's Accountability/Achievement Contract with respect to standards for student performance and plans for improving achievement in the district. The Achievement Contract is required by the *School Act*: and

¹ Minister's National Working Group on Education as commissioned by the Department of Indian Affairs and Northern Development, 2002.

² www.bctf.ca

³ 2004 November Report of the Auditor General of Canada.

must be submitted annually to the Minister of Education.⁴

10.0 Communication

Excellent communication between all parties involved in the education of a First Nation student is necessary condition for the effective implementation of an LEA. Consideration should be given to using new technologies where they are available, as well as face-to-face meetings and printed word. Some agreements identify two distinct levels of communication: between the School District and political leadership of the First Nation, and between the local schools, parents and community members.

11.0 Nominal Roll and Tuition Payment

Nominal roll is the student count taken at September 30 of each year and recorded by the School District on a 1701 form. The form contains an identifier for status Indian students ordinarily resident on reserve. INAC also conducts a Nominal Roll which captures both registered and non-registered students living on reserve. The Nominal Roll determines the tuition payment to School Districts for registered status Indian students ordinarily resident on reserve who are enrolled in provincial schools. Where there is an LEA, the payment will be made by the First Nation directly to the School District. In the absence of an LEA the BC Ministry of Education will invoice INAC.

This section may include clauses governing reimbursement to the First Nation for periods of protracted strike action when School Districts are unable to provide the services to First Nation students, or reimbursement for early school leavers that require tutorial or other alternate education programs.

In order to avoid recovery of reimbursed funds by INAC through the annual audit review, First Nation administrations with one-year funding arrangements must record expenditures of these funds in a manner that is consistent with Education funding authorities, e.g., 'instructional services' or 'LEA expenses' would be regarded as eligible expense for use of these funds; 'wages' would not.)

12.0 Default

The default statement in an LEA usually sets out time limits and associated consequences for non-payment of fees. Alternatively, it may simply affirm an agreement between the parties to refer any default to a dispute resolution committee.

13.0 Term and Duration of Agreement

The term and duration of the agreement may range from one year to five years, or continuous unless terminated by one or the other party to the LEA. A termination clause is a requirement of Indian and Northern Affairs Canada.

⁴ Guidelines for District Achievement Contracts: 2009-2010 available at http://www.bced.gov.bc.ca/schools/llsdinfo/acc_contracts/welcome./htm.

14.0 Dispute Resolution

This clause is usually prefaced with a statement that the First Nation and the Board shall attempt to settle any dispute arising in good faith before referring the matter to a Dispute Resolution Committee and formal process as outlined in the LEA. If asked, INAC will provide mediation services to assist with dispute resolution.

15.0 Notices

This clause documents the means by which official notices may be exchanged between the parties to the LEA. Not all LEAs contain this clause.

16.0 General

This clause affirms that the Agreement will be governed by and in accordance with the laws in force in the Province of British Columbia, pursuant to the School At, and by the intentions of the Board and the First Nation. Not all LEAs contain this clause.

APPENDIX B

Recommended Minimum LEA Template

LOCAL EDUCATION AGREEMENT

BETWEEN

“ _____ ” *FIRST NATION*

AND

SCHOOL DISTRICT # _____

LOCAL EDUCATION AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 200_ shall be effective from the 1st day of _____ 20__.

BETWEEN:

THE _____ INDIAN BAND
(hereinafter called the "First Nation")

AND

THE BOARD OF SCHOOL TRUSTEES OF
SCHOOL DISTRICT NO. ____
(hereinafter called the "Board")

WHEREAS the Band Council(s), within the traditional territory of the _____ First Nation, pursuant to their inherent jurisdiction over education and training has the authority and responsibility for the education of its members;

AND WHEREAS the Board has the authority under Section 86 (3) of the *School Act of British Columbia* to enter into agreements with a Council of a Band as defined in the *Indian Act (Canada)* with respect to the education of on-reserve resident First Nations students;

AND WHEREAS the First Nation and the Board recognize that the Board is the Provincially legislated authority relating to the governance and operation of the public schools, public school personnel and attending students;

AND WHEREAS subject to the provisions of section 86(3)(a) of the School Act of British Columbia, the First Nation and the Board recognize that an education agreement will give First Nations greater participation in and control of First Nations education;

AND WHEREAS the First Nation and the Board wish to provide educational programs for First Nation students resident within the school district which are appropriate to their cultural and linguistic heritage and a continuing source of satisfaction and pride for the First Nation and for the School District;

AND WHEREAS this Agreement is entered into within the confines of the *Indian Act* (RSC c.15) and *School Act* of B.C. and is not a reflection of the whole or part of the Aboriginal right to and responsibility for education.

THEREFORE the parties agree as follows:

The following definitions appear in the majority of LEAs. Broader definitions of 'informed consent' (SD #71) and 'accountability' have been added

1.0 DEFINITIONS

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

"Achievement contract" means a public statement of commitment by a Board of Education to improve success for each student in the district as required by the School Act, S. 79.2. and submitted to the Ministry of Education by July 15 of each year.

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

"Block Grant" means the funding per student received by the Board from _____ First Nation for the education of students in School District # _____ at the rate set out by the Ministry of Education in its fiscal framework for a given school year.

"Board" means the Board of Trustees, School District # _____

"Early School Leavers" refers to any student leaving school, by their choice or the choice of the school prior to the completion of Grade 12.

"Education Program" means an organized set of learning activities that, in the opinion of the First Nation and the Board, is designed to enable learners to develop their individual potential and acquire the knowledge, skills and attitudes needed to achieve a quality academic and culturally relevant education OR contribute to a healthy, democratic and pluralistic society and a prosperous and sustainable economy.

"EA" means the Aboriginal Education Enhancement Agreement.

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

"FIRST NATION Student" means a student who has status as defined by the *Indian Act* (Canada) and who normally resides on reserve land on the _____ Indian Reserve and who is enrolled in a school operated by the Board.

"FNEC" means the First Nation Education Council (member bands may be named here if there is

more than one) within School District # to deal with all matters pertaining to the negotiation and implementation of their Local Education Agreements.

"Full Time Equivalent (FTE)" means a First Nation student who is in attendance at public school and who is:

- of school age as defined in the *School Act*; or
- an adult learner 19 years and over as of June 30th of the school year and is enrolled in a planned program of studies that meets the adult elementary/secondary curriculum standards and funding requirements of the Ministry of Education and grants a British Columbia Certificate of Graduate (Dogwood Diploma)
- in full time attendance in an educational program recognized by the First Nation, the Board, the Ministry of Education and Indian and Northern Affairs Canada.

"Informed Consent" implies parental/guardian understanding of the process of assessment and subsequent placement of a student.: the purpose of an education referral;

- the assessment procedures to be carried out;
- the information to be collected;
- the intervention that may take place;
- the likely benefits and risks; and
- the option to refuse or withdraw at any time.

"Ministry" means the Ministry of Education.

"Nominal Roll" means the list of those First Nation students enrolled in an education program in School District # as at September 30 of a school year even if a student withdraws from, or is enrolled in an educational Program after September 30 and whatever other second count dates are identified by the Ministry of Education.

"Parent/Guardian" means the student's natural parent, legal guardian or a designate, with the written approval of the parent/guardian, singular or plural.

"Programs" means any programs that are established under the *School Act* that are offered to students in attendance during the term of this Agreement.

"Promotions" means graduation from one grade level to the next.

"School District" means the area constituted under the *School Act* as School District #

"School Year" means a 12-month period commencing on July 1st and ending on June 30th of the following calendar year.

"Targeted Funds" means the funding provided to the School District by the Ministry of Education, which is targeted for Aboriginal Education Programs. According to provincial policy guidelines, funded Aboriginal education programs must be additional to any other programs

and services to which an Aboriginal student is eligible, including base funding, ESL and Special Education, and must be documented, preferably through Enhancement Agreements.

"**Tuition Fees**" means the amount of funding (as determined by the Ministry of Education, for the current school year) provided to School District # by the "First Nation" and the Department of Indian Affairs and Northern Development per student in attendance in school on September 30th to be used in support of educational programs and services provided by the District.

2.0 PRINCIPLES

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

- 2.1 "FIRST NATIONS" students have an Aboriginal right to quality education which reflects, respects and complements _____ culture and traditions.
- 2.2 Board policies will be respectful of local First Nation cultural goals, values and traditions.
- 2.3 Maximum educational opportunities and benefits for "FIRST NATIONS" students will be facilitated through regular and on-going consultation and agreement between "FIRST NATIONS" and the Board.
- 2.4 The curriculum will reflect linguistic and cultural differences that exist between First Nation and non-First Nation students and will be designed to enhance the learning experience of both.
- 2.5 Curriculum will reflect _____ cultural goals, values, language and traditions as approved by the FNEC
- 2.6 Accountability in this agreement will be framed by the five principles of accountability presented by the Auditor General of Canada:
 1. Clear roles and responsibilities. Roles and responsibilities should be well understood and agreed on by the parties.
 2. Clear performance expectations. The objectives, the expected accomplishments and the constraints, such as resources, should be explicit, understood and agreed on.
 3. Balanced expectations and capacities. Performance expectations should be linked to and balanced with each party's capacity to deliver Credible reporting.
 4. Credible and timely information should be reported to demonstrate what has been achieved, whether the means used were appropriate, and what has been learned.
 5. Reasonable review and adjustment. Fair and informed review and feedback on

performance should be carried out by the parties, achievements and difficulties recognized, appropriate corrective action taken, and appropriate consequences carried out.

3.0 OBJECTIVES

3.1 “FIRST NATIONS” and the Board intend to work together to achieve the following objectives:

3.1.1 To assess the educational needs of “FIRST NATIONS” students and arrange for the delivery of programs and services that will meet these needs. Priority will be placed on early intervention, specifically in the areas of assessment in accordance with the procedures outlined in Article 6.3, remedial work, issues of attendance, evaluation of age/grade levels, curriculum scope and sequencing.

3.1.2 To develop and reinforce in First Nation students a strong First Nation identity and pride in their heritage;

3.1.3 To improve the learning environment at all levels of the school system so that FN students may gain maximum benefit from their education program

3.1.4 To increase the number of First Nations students who make a successful transition from band-operated to district schools, from elementary to secondary school programs, and when transferring between district schools or between districts

3.1.5 To increase the number of “FIRST NATIONS” graduates able to gain immediate employment or gain entrance to post secondary institutions.

3.1.6 To increase the number of “FIRST NATIONS,” graduates with skills which will assist in the development of their communities.

3.1.7 To collaborate on the development of culturally appropriate Aboriginal programs which enhance academic and vocational skills, while promoting personal, social, and cultural growth.

4.0 RESPONSIBILITIES

4.1 The Board's Responsibilities

4.1.1 The Board agrees to enroll and provide to FN students an educational program in accordance with the School Act and Regulations and orders there under, as amended from time to time.

4.1.2 The Board agrees to provide access and opportunity to FN students in a manner consistent with Board practices for all students enrolled in education programs in the school district and to continue to strive towards success in educational programs for FN students.

4.1.3 The Board agrees to include curriculum materials which promote an understanding of and appreciation for the history and culture of the First Nations people in British Columbia

4.1.4 The Board agrees to ensure that "FIRST NATIONS" students who are enrolled in programs which will give them the academic credentials to proceed to post-secondary education are not transferred into "adjusted" courses unless:

i) it is demonstrated in writing to the parent/guardian by the student's teacher and school administrator that to remain in these programs would be contrary to the student's best interests, and

ii) such decisions are made in collaboration with the parent/guardian.

4.1.5 The Board agrees to have bands involved in the development of the District's Achievement Contract and the Aboriginal Education Enhancement Agreement (EA).

4.2 The First Nation's Responsibilities

4.2.1 The First Nation agrees to foster the importance of education within the homes of its members.

4.2.2 The First Nation agrees to promote the active participation and involvement of "First Nation" parents and other members of the "First Nation" in the education of their children.

4.2.3 The First Nation agrees to provide the Board with lists of resource people having expertise in "First Nation" cultural, educational, government, economic and health issues.

4.2.4 The First Nation agrees to pay the Board the Block Grant rate fees received from

the federal government in accordance with Article 11 of this agreement.

4.2.5 The First Nation agrees to participate in District Aboriginal Education Council and in the development, implementation and evaluation of the SD #___ Achievement Contract and the Aboriginal Education Enhancement Agreement (EA).

5.0 CURRICULUM DEVELOPMENT AND DELIVERY

5.1 Both parties agree to seek access to funding and to work together to improve the develop curricula in First Nations studies, including the _____ language, history, social studies and culture, and to introduce more culturally relevant material and activities in all subject areas for all students.

5.2 The Board and the Band will endeavour to provide the resources to:

- a) assist in curriculum development and
- b) promote language instruction.

6.0 ASSESSMENT AND PLACEMENT

6.1 The Board recognizes the desire of the First Nation that each First Nation student be provided with an educational program appropriate to her/his needs and abilities.

6.2 The Board will work with parents to ensure that the progress of “FIRST NATIONS” students is monitored and that prior to making any adjustments to the level of the student's educational program, parents/guardians will have participated in the decision making process and will have given their written consent.

6.3 Assessment and placement of “FIRST NATIONS” students will only occur after the district referral process has been followed and these steps have been taken and completed:

6.3.1 Assessment:

i) Prior to referral for an assessment a written rationale for the assessment shall be provided to the child's parents/guardians and the parents/guardians informed written consent has been obtained;

ii) Within one month of a referral an appointment for an appropriate assessment is to be scheduled and all pertinent information about the assessment process is to be provided to the parents/guardians, the school-based team which may include the

Education Coordinator of the First Nation and designate of the parents/guardians;

iii) Within two months of completion of an assessment a verbal and written report stating the outcome of the assessment, the options available to the child and professional recommendations is provided to the parents/guardians and the designate of the parents/guardians.

6.3.2 Placement

i) Prior to placement an appropriate assessment has been completed and the results have been provided to and discussed with the parents/guardians, the school-based team and "FIRST NATIONS" support staff designated by the parents/guardians. A written report stating the reason for the placement, the options considered and the educational opportunities gained and lost by the placement has been provided to the parents/guardians and "FIRST NATIONS" support staff designated by the parents/guardians. The placement must have the written consent of the child's parents/guardians.

ii) Written end-of-term reports on the success of the placement, as determined by the progress of the child, will be provided to the parents/guardians and "FIRST NATIONS" support staff designated by the parents/guardians.

6.3.3 Appeals of Assessment and Placement Decisions:

i) must be placed by the parent or legal guardian in accordance with Board Bylaw #21 - Student Appeals;

ii) the parent or legal guardian can request and receive support in this appeal process from the Aboriginal Education Council; and

iii) the designated "FIRST NATIONS" support staff will receive information about a "FIRST NATIONS" student assessment and/or placement after obtaining the consent of the parent or guardian.

6.4 In accordance with the School Act, and upon request of any parent or guardian, the Board will provide the following:

a) student record of their child/children;

b) copies of all reports and communications concerning their child/children; and

c) notice of all formal meetings initiated by the school concerning their child/children.

6.5 The Board shall inform and invite in a timely manner a parent/guardian or designate to attend "school based team meetings" dealing with "FIRST NATIONS" students on issues such as special education.

7.0 DISCIPLINE

- 7.1 Discipline related to First Nation students shall be in accordance with the School Act and Regulations, the Code of Conduct for each school as approved by the Board, and the Appeals Bylaw of the Board, with due consideration given to the recommendations on discipline policy provided by the First Nation.
- 7.2 The administrators of the schools attended by FN students shall communicate annually, prior to November 30th, with First Nation representatives to discuss school discipline policies and procedures, or when the situation may arise.
- 7.3 School administrators and First Nation Education representatives will endeavour to employ a team approach when dealing with global disciplinary issues involving FN students.
- 7.4 With written parental consent, the First Nation shall be notified of potential disciplinary action and all correspondence related to student discipline by the school based administrator.

8.0 CULTURAL AWARENESS AND HIRING IN THE SCHOOL DISTRICT

- 8.1 To prioritize implementation of local culture, language and tradition, “FIRST NATIONS” in collaboration with the Board shall identify resource people to facilitate cultural workshops, ceremonies and events.
- 8.2 The Board will cooperate with “FIRST NATIONS” and relevant employee groups to deliver professional development day activities for all educational staff working with “FIRST NATIONS” students.

9.0 ACCOUNTABILITY

- 9.1 Biennial Reports: The Principals of local schools will meet with “FIRST NATIONS” education representatives twice a year and the following shall be provided:
- a) the number of students covered by this Agreement, and a description of the programs in which they are enrolled and:
 - b) an outline of student progress, attendance, disciplinary action and retention data.
 - c) If items of an individual student nature are to be discussed then written consent from the parent is required.
- 9.2 Annual Report: The Board will produce and distribute to the First Nation(s) an annual report on or before July 31st outlining the provision of educational programs to First

Nations Students under the agreement. The report shall include:

- a) the number of "FIRST NATIONS" students enrolled in the School District as of September 30th of the school year and at the end of each quarter (semester where applicable) during the year;
- b) the number of "FIRST NATIONS" students enrolled in alternate programs and secondary courses;
- c) financial reports related to this Agreement which are prepared by the Board in the regular course of its operation which include a copy of the audited financial statements;
- d) a complete financial report on the Targeted Dollars which includes;
 - i) the number of staff employed through Targeted Dollars and designated to work with First Nation students; the proportion of their time spent working directly with "FIRST NATIONS" students, and their duties and responsibilities;
 - ii) measures of success of "FIRST NATIONS" students such as general references to attendance rates, promotion, graduation and student retention rates;
 - iii) update of any services outside of the basic curriculum that "FIRST NATIONS" students received during the year;
 - iv) survey report of the year's activities under headings of cultural activities, field trips and guest speakers;
 - v) identification of areas that require greater focus for the coming year to enhance student success;
 - vi) notice to "FIRST NATIONS" of changes in grade levels or timetable systems planned by the School District for the September school opening;
 - vii) other issues agreed upon by the Board and "FIRST NATIONS"

9.3 The Board will foster a comprehensive understanding for all employees of First Nation Support Workers roles and responsibilities.

10.0 COMMUNICATION

10.1 Efforts will be made to create excellent communication between the Board and "FIRST NATIONS". Communication will include but not be limited to, regular and continual contact through newsletters, one-on-one contact, and meetings.

- 10.2 The Board and “FIRST NATIONS” will encourage “FIRST NATIONS” parent/guardians to attend regular and frequent parent-teacher interviews and develop appropriate strategies to that end. Strategies may include arranging special times and venues.
- 10.3 District employees of the schools attended by First Nation students will be encouraged by the board to attend community meetings/events on reserve, if requested by the First Nation.

11.0 NOMINAL ROLL AND TUITION PAYMENT

- 11.1 For status First Nation students normally resident on the First Nation’s reserve and attending schools operated by the Board on September 30th the First Nation will pay to the board the block funding amount per FTE student as provided by Indian and Northern Affairs Canada , in accordance with article 11.3 of this agreement.
- 11.2 The September 30th nominal roll enrolment figures shall be:
- certified by the School Principal and Secretary Treasurer of the Board
 - certified by the First Nation Administrative Officer; and
 - certified by a representative of Indian and Northern Affairs Canada
- 11.3 The Tuition Fees payable for each school year shall be paid by “FIRST NATIONS” to the Board according to the following schedule and based upon the September 30th nominal roll figures:
- 25% based on the previous year’s eligible Tuition Fees on or before September 30;
 - 25% based on the previous year’s eligible Tuition Fees on or before January 31;
 - 25% of the current year’s eligible Tuition Fees less (or, in addition to) the difference between the previous and current year’s eligible tuition fees on or before March 31;
 - the remaining 25% of the eligible Tuition Fees on or before June 30th and an annual adjustment for “early school leavers” in accordance with clause 11.5.
- 11.4 In the event of a school closure due to a labour dispute, the tuition fee will be equitably adjusted by the agreement of the Parties and returned to “FIRST NATIONS” for their students' benefit in the same manner as occurs with the Ministry of Education. Any adjustment shall take into consideration the number of days of school closure and adjustments in funding made by funding sources to “FIRST NATIONS” and to the Board. It is the intention of the parties that neither “FIRST NATIONS” nor the Board should benefit financially from a school closure.
- 11.5 In the case of "early school leavers" and any “FIRST NATIONS” student transferring out of School District #___, tuition fees, as calculated on a percentage of school year not attended, will remain with “FIRST NATIONS”. In the case of advanced tuition payments, the funds not used as calculated by the percentage of school year not attended will be

credited to "FIRST NATIONS".

- 11.6 "FIRST NATIONS" will pay tuition fees to the School District, on a pro rata basis, for any "FIRST NATIONS" student for which "FIRST NATIONS" receives tuition funding if that student enrolls in School District # following the September 30th nominal roll date. Payment will be indicated on the first invoice following the enrolment of the student and will be based on the tuition rate received by "FIRST NATIONS" for the student.
- 11.7 "FIRST NATIONS" and the Board agree that additional services or programs not contemplated by this Agreement may be provided by the Board if "FIRST NATIONS" and the Board agree to the terms and costs for such service(s) and/or program(s).

12.0 DEFAULT

If there is a default under the terms of this agreement the issue will be referred to the dispute resolution process outlined in Section 14.

13.0 TERM AND DURATION

- 13.1 Term: This agreement between "FIRST NATIONS" and the Board will be for the period extending from 01 July, 200_ to 30 June, 200_.
- 13.2 This agreement shall be considered in effect for another full term unless notice is given 90 days prior to June 30, 200_.
- 13.3 Either party may terminate this agreement with written notice given 90 days prior to expiry date.

14.0 DISPUTE RESOLUTION

- 14.1 Attempt to Settle:

"FIRST NATIONS" and the Board shall attempt to settle any dispute arising under this agreement in good faith before referring the matter to a Dispute Resolution Committee.

- 14.2 Dispute Resolution Committee: If a dispute between "FIRST NATIONS" and the Board arises over this Agreement and is not settled in a timely manner, the parties shall establish a panel consisting of three members. The panel shall be called the Dispute Resolution Committee.

The purpose of the Dispute Resolution Committee shall be to resolve as expeditiously as possible any dispute arising under this Agreement so as not to impair progress in the

implementation of the provision of this Agreement. "FIRST NATIONS" and the Board will each appoint one member of the Dispute Resolution Committee and the two members shall agree upon the appointment of the third member, who shall be the Chair of the Dispute Resolution Committee. The Dispute Resolution Committee will convene within ten business days, or such longer period of time as may be reasonably required to appoint the third member of the Dispute Resolution Committee to consider and resolve the dispute.

14.3 Proceedings:

When a dispute is under consideration by the Dispute Resolution Committee, the Dispute Resolution Committee shall determine the manner in which the Parties shall proceed to carry out their respective obligations under this Agreement until the dispute is resolved. Both Parties will be granted equitable opportunity to present their case and related evidence to the Dispute Resolution Committee. No formal rules of evidence shall apply to proceedings for the Dispute Resolution Committee; however, established legal procedure and evidentiary rules may be used as a guide to conducting the proceedings. Proceedings of the Dispute Resolution Committee shall be fully accessible to the Board and "FIRST NATIONS".

14.4 Decision:

The Dispute Resolution Committee shall render a binding decision in writing to the parties within 20 business days of the conclusion of its proceedings. The Dispute Resolution Committee shall decide the extent to which each of the parties shall bear the reasonable costs of resolving a particular dispute.

15.0 NOTICES

15.1 Any notice, claim, consent, waiver, statement, or other documents or payment that either party may require or may desire to give, may be transmitted by mail, fax or personal delivery and will be conclusively deemed validly given or delivered or received by the addressee, if delivered personally on the date of delivery or, if mailed on the fifth business day after the mailing of the same in Canada by registered mail addressed or, if faxed with accompanying confirmation of completed transmission:

If to **"FIRST NATIONS"**:

"FIRST NATIONS" FIRST NATION
"Address"
City
Postal Code

If to the Board:

The Secretary-Treasurer
School District
"Address"
City
Postal Code

16.0 GENERAL

16.1 This Agreement will be governed by and construed in accordance with the laws in force in the Province of British Columbia.

16.2 This Agreement will be to the benefit of and binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties have executed this agreement as of the date first above written.

SIGNED on behalf of the _____

FIRST NATION by its duly authorized Officers

Chief

in the presence of:

Witness

Councillor

SIGNED: ON BEHALF OF THE BOARD OF EDUCATION

Witness

Chairperson – Board of Trustees

Secretary Treasurer SD ____

Date _____

APPENDIX C

Minimum LEA for Private/Independent Schools Template

LOCAL EDUCATION AGREEMENT (LEA)

This Agreement is effective beginning (MM/DD/YY): _____

The term of the Agreement is effective until (MM/DD/YY): _____

Between

First Nation (FN): _____

FN Name FN #

Address: _____

And

Private/Independent School: _____

School Name SD #

Address: _____

This LEA applies to students on the nominal roll attending the Private/Independent School. The First Nation shall reimburse to the Private/Independent School the tuition received by DIAND. The First Nation is also responsible to reimburse the Private/Independent School any difference between the Private/Independent School tuition and the tuition provided by DIAND.

Authorized signature on behalf of the FN Title

Authorized signature on behalf of the School Title

APPENDIX D

Comprehensive Education Agreement – Private/Independent School

EDUCATION AGREEMENT

BETWEEN

SEABIRD ISLAND INDIAN BAND

AND

EDUCATION AGREEMENT

INDEX

- 1.0 INTERPRETATION
- 2.0 PRINCIPLES
- 3.0 OBJECTIVES
- 4.0 THE SCHOOL'S OBLIGATION
- 5.0 SEABIRD'S OBLIGATIONS
- 6.0 SEABIRD EXPECTATION OF PARENTS:
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EDUCATION AGREEMENT

EDUCATION AGREEMENT

BETWEEN

SEABIRD ISLAND INDIAN BAND

AND

EDUCATION AGREEMENT

This Agreement made the _____ day of _____,
20____.

Between:

Seabird Island Indian Band

PO Box 650

Agassiz BC V0M 1A0

Phone 604-796-2177

Fax 604-796-3729

(Hereinafter referred to as "Seabird")

of the first part

And:

(Hereinafter referred to as the "School")

of the second part

WHEREAS the Seabird Band Council, has the responsibility to oversee the education of Seabird members;

AND WHEREAS the School has the authority under Independent Schools Act;

AND WHEREAS it is recognized by Seabird and the School that the School is the Provincially legislated authority relating to the governance and operation of the school, school personnel and attending students;

AND WHEREAS This Agreement between the parties, though primarily a financial transaction arrangement, also clarifies the relation between the Band and the Independent school. This agreement also bridges the responsibility the Independent School may have for participating parents with advocacy role of the Band. The Band will pay approved tuition resources to the school on behalf of the parent(s) according to the payment schedule.

AND WHEREAS Where the School has provisions within their charter that calls for parental involvement or participation in the ongoing business or support of the school, the onus to fulfill this obligation is entirely of the parent(s) of those children attending the School. Any parental involvement for provision of service through the Independent school voluntary of payment is the responsibility of the parent. Where the parent chooses not to participate and where there are fees charged for lack of participation the Seabird Island Band is not liable or responsible for payment of these fees or charges. The parent(s) must either agree to participate or they themselves must pay any resulting fees or charges;

AND WHEREAS this Agreement is entered into within the confines of the Indian Act (RSC c.15) and Independent School Act of B.C. and is not a reflection of the whole or part of the Aboriginal right to and responsibility for education;

AND WHEREAS the School and Seabird are authorized to enter into an Agreement and Seabird;

NOW THEREFORE the parties agree as follows:

1.0 INTERPRETATION

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

"**School**" means the ____ (Independent School) certified under the Independent School Act (RSBC 1996). Any reference to the School includes the Principal and/or Board of Directors of the School and any person designated by the School to act for or on its behalf with respect to any provision of this Agreement.

"**Designate**" may, with written and signed consent of the parent, act along with or on behalf of the parent. The designate is meant to advocate for and assist the process and not replace the parent or their roles.

"**Early School Leavers**" refers to any student leaving school, by their choice or the choice of the school, prior to the completion of Grade 12 or the highest grade of the School.

"**Educational Program**" means an organized set of learning activities that, in the opinion of Seabird and the School, is designed to enable Seabird students to develop their individual potential and acquire the knowledge, skills and attitudes needed to achieve a quality academic education.

"**Eligible Student**" means a student registered in IRS and attending an approved group 1 or 2 independent school.

"**Seabird**" refers to the Seabird Island Band. It includes the Chief and Council and any person designated by the Seabird Band to act for or on its behalf with respect to any provision of this Agreement.

"**Seabird Student**" means a student who normally resides on the Seabird Indian Reserve and who is funded for education through Seabird by the Department of Indian Affairs and who is enrolled in the School.

"**Full Time Equivalent (FTE)**" in this Agreement refers to an eligible Seabird student who is in attendance by September 30 at the School and who is:

- of school age as defined in the Independent School Act;
- attends full time education program within the School;
- meets requirement of Nominal Roll process.
- meets requirement of a full time Kindergarten program and taking one of the following:
 - a) English as a second language, or
 - b) Aboriginal education (culture and language), or
 - c) Special education (severely handicapped).

"**Ministry**" means the Ministry of Education.

"**Nominal Roll**" means the list of those Seabird students enrolled in the School and normally residing on reserve as at September 30th of a school year.

"**Parent**" means the student's natural parent, legal guardian or a designate, with the written approval of the parent/guardian, singular or plural.

"**Programs**" means any programs that are established under the Independent School Act that are offered to students in attendance during the term of this Agreement.

"**Promotions**" means graduation from one grade level to the next.

"**School Year**" means a 12-month period commencing on August 1 and ending on July 31 of the following calendar year.

"**School Tuition Fees**" means the tuition rate charged by the school according to the School's standard fee structure plus the equivalent Provincial Grant portion and not to exceed the Department of Indian Affairs and Northern Development per student rate for eligible students in school as of September 30th to be used in support of educational programs and services provided by the School. The school tuition fees paid by Seabird on behalf of parents of Seabird students shall not exceed the tuition paid by parents of students not living on an Indian reserve, plus the Provincial grant portion that the school would be eligible to receive from the Independent School Branch.

2.0 PRINCIPLES

2.1 Seabird students have an Aboriginal right to quality education which reflects, respects and complements Stó:lō culture and traditions. Parents of Seabird students may waive all or part of this right for the School to partake in Stó:lō culture and traditions for the duration that their children attend the School.

2.2 Maximum educational opportunities and benefits for Seabird students will be facilitated through regular and on-going consultation and agreement between parents/Seabird and the School.

2.3 This Agreement is made pursuant to and governed by the Independent School Act and Regulations. This Agreement is administrative in nature and shall not define or limit any Aboriginal right.

2.4 The Parties will undertake such measures as are required to give effect to the spirit of this Agreement.

3.0 OBJECTIVES

3.1 Seabird and the School will work together to achieve the following objectives:

- a) ensure each enrolled student reaches their maximum potential;
- b) ensure the learning environment supports the student reaching their maximum potential;
- c) encourage parents to be actively involved in students' education.

4.0 THE SCHOOL'S OBLIGATION

4.1 The obligations of the School pursuant to this Agreement include:

- a) To enroll Seabird students and assist in providing quality academic, and other programs which ensure the opportunity for academic success equivalent to that of all students in accordance with the Independent School Act and Regulations and orders there under.
- b) To ensure Seabird students have equitable access and opportunity to educational programs in a manner consistent with School practices for all students.
- c) To ensure that Seabird students who are enrolled in programs which will give them the academic credentials to be promoted or to proceed to post-secondary education.
- d) To make every effort to ensure that the educational needs of all Seabird students are met and to provide them the opportunity of success in school as measured by their ability to be promoted or to access higher education, the School shall:
 - i) take the actions necessary to keep Seabird students in school. Those actions will include immediate written notification informing parents of difficulties a student may be experiencing; working together with parents to reach feasible and productive solutions,
 - ii) encourage "potential early school leavers" to remain in school by ascertaining the reasons for leaving school, consulting with parents and arriving at productive solutions that stimulate the interest of the student (e.g. the Pathfinder Program),

- iii) access the services of support personnel employed by Seabird who are available to assist in the schools,
- iv) when a student transfers, the School will provide necessary access to student records,
- v) to report to Seabird on student withdrawals in a timely fashion; and
- vi) to provide monthly attendance to Seabird.

4.2 To ensure that information is provided to Seabird on the provision of education programs to Seabird students under this Agreement, the Principal of the School will meet with Seabird annually to report on:

- a) the number of students covered by this Agreement, and a description of the programs in which they are enrolled ,
- b) an outline of student progress, attendance, disciplinary action and retention data,
- c) if items of an individual student nature are to be discussed then written consent from the parent is required, and
- d) to provide an annual report on student progress to Seabird on or before July 31st each year.

4.3 To ensure that the following is provided to Seabird and the parent:

- a) Policy and Procedures of the school,
- b) Annual Tuition Schedule and payment opportunities,
- c) Parent Handbook, including the school calendar,
- d) bus schedule, and
- e) monthly newsletter.

5.0 SEABIRD'S OBLIGATIONS

5.1 The obligations of Seabird pursuant to this Agreement include:

- a) ensuring ongoing, open communication with School personnel regarding student support and other topics related to educating Seabird students;
- b) paying School Tuition fees as defined in section 1.1 of this agreement and according to Article 9 of this Agreement; and

- c) ensuring that the educational needs of all Seabird students are met by the School and that Seabird students are assured the opportunity of success in school as measured by their ability to access higher education, by Seabird:
 - i) reviewing all reports provided by the School and tracking the progress of Seabird students,
 - ii) working together with the parents, School and staff to ensure the delivery of quality programs, and
 - iii) with the permission of parents, advocating on behalf of the students and/or parents with the school and staff with whom the students have contact.

6.0 SEABIRD EXPECTATION OF PARENTS:

- a) to participate in School activities as per charter or agreement,
- b) maintain clear and ongoing communication with the School and Seabird,
- c) understand and support the terms of this Agreement,
- d) if necessary arrange for students' travel to and from school,
- e) the parent is ultimately responsible for their child's education,
- f) inform Seabird of intention to enroll in a independent school by April 30, and
- g) inform Seabird immediately on student withdrawal.

7.0 DISCIPLINE

- 7.1 All parents and Seabird support staff members will be provided with copies of the school discipline policies and appeals processes.
- 7.3 When dealing with a specific discipline case related to a Seabird student, a parent may be accompanied by a designate.

8.0 COMMUNICATION

- 8.1 Efforts will be made to create excellent communication between the School and Seabird. Communication will include but not be limited to, regular and continual contact through newsletters, one-on-one contact, and meetings.
- 8.2 The School and Seabird will encourage Seabird parents to attend regular and

frequent parent-teacher interviews and develop appropriate strategies to that end. Strategies may include arranging special times and **venues**.

9.0 PAYMENT

9.1 Seabird shall pay the School Tuition fees as specified in section 1.1 of this agreement and in accordance with article 9.3 of this agreement.

9.2 The September 30 nominal roll enrolment figures shall be:

- a) certified by Seabird; and
- b) certified by the School.
- c) confirmed by Indian and Northern Affairs Canada, and finalized in January of each year.

9.3 The School Tuition Fees payable for each school year shall be paid by Seabird to the School according to the following schedule and based upon the September 30th nominal roll figures:

- a) 25% based on the previous year's eligible School Tuition Fees on or before September 30;
- b) 25% based on the previous year's eligible School Tuition Fees on or before January 31;
- c) 25% of the current year's eligible School Tuition Fees less (or, in addition to) the difference between the previous and current year's eligible tuition fees on or before March 31;
- d) the remaining 25% of the eligible School Tuition Fees on or before June 30 and an annual adjustment for "early school leavers" in accordance with clause 9.5.

9.4 In the event of a school closure of more than five consecutive school days and the suspension of the School's obligations as set out in section 4.0 of this Agreement due to circumstances beyond its control, the school tuition fee will be equitably adjusted by the agreement of the Parties and returned to Seabird for their students' benefit. Any adjustment shall take into consideration the number of days of school closure and adjustments in funding made by funding sources to Seabird and to the School. It is the intention of the parties that neither Seabird nor the School should benefit financially from a school closure. This does not include sanctioned or established school closures, such as winter or spring break.

9.5 In the case of "early school leavers" and any Seabird student transferring out of

the School, school tuition fees, as calculated on a percentage of school year not attended will remain with Seabird. In the case of advanced school tuition payments, the funds not used as calculated by the percentage of school year not attended will be credited to Seabird.

9.6 Seabird may pay school tuition fees to the School, on a pro rata basis, any Seabird student for which Seabird receives tuition funding if that student enrolls in the School following the September 30th nominal roll date. Payment will be indicated on the first invoice following the enrolment of the student and will be based on the tuition rate received by Seabird for the student.

9.7 Seabird and the School agree that additional services or programs not contemplated by this Agreement may be provided by the School if Seabird and the School agree to the terms and costs for such service(s) and/or program(s).

10.0 DEFAULT

10.1 A financial payment not made within 30 days of its due date shall be considered a default. A default by Seabird in making the payment required under Articles 5.1(f) and 9 of this agreement subject to Article 10.3, may result in the termination of this agreement at the option of the School. The School will provide 30 days' advance written notice to Seabird of such termination.

10.2 If there is a default under the terms of this agreement, save and accept a default under Articles 5.1(f) or 9 of this agreement, the party not in default may, if the default has not been cured or commenced to be cured within 30 days after notice in writing has been given by the party not in default to the party in default, refer the default to the Dispute Resolution Committee under Article 14.

10.3 The School and Seabird acknowledge that some obligations under this Agreement are dependent upon monies and resources being made available by entities other than the School and Seabird. If such monies and resources are not made available, the School and/or Seabird shall not be obligated to carry out the terms of this agreement that require such monies and resources.

11.0 TERM AND DURATION

11.1 Term:

The term this agreement between Seabird and the School will be for the period extending from 01 July, 2006 to 30 June, 2007.

11.2 This agreement shall be considered in effect for another full term unless notice is given 90 days prior to June 30, 2007 as well as subsequent years.

11.3 Either party may terminate this agreement with written notice given 90 days

prior to expiry date.

12.0 DISPUTE RESOLUTION

12.1 Attempt to Settle:

Seabird and the School shall attempt to settle any dispute arising under this agreement in good faith before referring the matter to a Dispute Resolution Committee.

12.2 Dispute Resolution Committee:

If a dispute between the First Nation and the Board arises over this Agreement and is not settled, the parties shall establish a panel consisting of either one member or three members. The panel shall be called the Dispute Resolution Committee.

The purpose of the Dispute Resolution Committee shall be to resolve as expeditiously as possible any dispute arising under this Agreement so as not to impair progress in the implementation of the provision of this Agreement. The First Nation and the Board will, if a one member panel is used, agree upon the appointment of the member, or if a three member panel is used, will each appoint one member of the Dispute Resolution Committee and the two members shall agree upon the appointment of the third member, who shall be the Chair of the Dispute Resolution Committee. The Dispute Resolution Committee will convene within ten business days, or such longer period of time as may be reasonably required to appoint the third member of the Dispute Resolution Committee to consider and resolve the dispute.

12.3 Proceedings:

When a dispute is under consideration by the Dispute Resolution Committee, the dispute Resolution Committee shall determine the manner in which the Parties shall proceed to carry out their respective obligations under this Agreement until the dispute is resolved. Both Parties will be granted equitable opportunity to present their case and related evidence to the Dispute Resolution Committee. No formal rules of evidence shall apply to proceedings for the Dispute Resolution Committee, however, established legal procedure and evidentiary rules may be used as a guide to conducting the proceedings. Proceedings of the Dispute Resolution Committee shall be fully accessible to the Board and the First Nation.

12.4 Decision:

The Dispute Resolution Committee shall render a binding decision in writing to the parties within 20 business days of the conclusion of its proceedings. The Dispute Resolution Committee shall decide the extent to which each of the parties shall bear the

reasonable costs of resolving a particular dispute.

13.0 WAIVER

13.1 The failure by either Party to enforce at any time or for any period any one or more of the terms or conditions of this Agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and **conditions of this Agreement.**

14.0 NOTICES

14.1 Any notice, claim, consent, waiver, statement, or other documents or payment that either party may require or may desire to give, may be transmitted by mail, fax or personal delivery and will be conclusively deemed validly given or delivered or received by the addressee, if delivered personally on the date of delivery or, if mailed on the fifth business day after the mailing of the same in Canada by registered mail addressed or, if faxed, with accompanying confirmation of completed transmission:

If to Seabird:

Seabird First Nation

#8 Chowat Road

Agassiz BC

VOM 1A0

If to the School:

(PRINCIPAL and/or BOARD OF DIRECTORS)

(ADDRESS)

15.0 GENERAL

15.1 This Agreement will be governed by and construed in accordance with the laws in force in the Province of British Columbia.

15.2 This Agreement will be to the benefit of and binding upon the parties hereto and their respective successors and assigns.

16.0 AMENDMENTS

16.1 Amendments to this agreement may be made at any time with agreement by both parties.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first above written.

Signed:

ON BEHALF OF SEABIRD ISLAND INDIAN BAND

Chief

Witness

Date _____

Councillor

Witness

Date _____

ON BEHALF OF THE SCHOOL

Chair

Witness

Date _____

Secretary-Treasurer

Witness

Date _____

EDUCATION

APPENDIX E

Comprehensive Education Agreement

Soowahlie First Nation

LOCAL EDUCATION AGREEMENT

Between

Soowahlie First Nation

And

SCHOOL DISTRICT #33 (Chilliwack)

INDEX

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EDUCATION AGREEMENT

This Agreement to be effective from July 1, 2009 to June 30, 2014-

Between:

Soowahlie First Nation

(Hereinafter referred to as the First Nation)

And:

Board of Education

Chilliwack School District #33

(Hereinafter referred to as the "Board")

WHEREAS the Soowahlie First Nation as the legitimate government of the First Nation, or its designate, has the authority and responsibility for the education of its members,

AND WHEREAS it is recognized that this Agreement will be governed by and construed in accordance with the laws in force in the Province of British Columbia and pursuant to the School Act,

AND WHEREAS the Board has the authority under the School Act to enter into an agreement with respect to the education of First Nation children with the Council of a Band as defined in the Indian Act (Canada),

AND WHEREAS it is recognized by the First Nation and the Board that the Board is the legislated authority relating to the governance and operation of the public school, school personnel and students,

AND WHEREAS the First Nation and the Board intend to provide education programs and other educational services for First Nation children resident within the Chilliwack School District which are appropriate to Stó:lō cultural and linguistic heritage and a continuing source of satisfaction and pride for the First Nation and for the School District.

THEREFORE the parties agree as follows:

1.0 Definitions

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

“Aboriginal” people – There are three groups of people included in the Aboriginal community: First Nations (“status and non-status,” people who live on-reserve or off-reserve), Métis, and Inuit people.

“AEAC” means the Aboriginal Education Advisory Committee established by the Aboriginal communities in the Chilliwack School District and the Board to develop, monitor and administer Aboriginal education programs. Where this agreement calls for AEAC representation it refers to an AEAC representative from a Stó:lo community. The First Nation representative on the AEAC is designated by the Soowahlie First Nation to serve as technical adviser.

“Board” means the Board of Trustees, School District #33 (Chilliwack).

“Case Conference Team” means the School Based Team meeting that plans for a specific student. The members include: the student’s teacher(s); the student (if applicable), the parent(s) or legal guardian(s), other school-based personnel, as needed (For example Educational Assistant), District student services staff, or representatives from community needed. These meetings are referred to as Case Conference Meetings.

“EA” means the Aboriginal Enhancement Agreement.

“Educational Program” means an organized set of learning activities that, in the opinion of the First Nation and the Board, is designed to enable First Nation Students to develop their individual potential, to instil pride and identity in their First Nation culture, acquire the knowledge, skills, and attitudes needed to contribute to a healthy society, and demonstrate a respect for the natural environment, culture and community.

“First Nation” means the Band as defined in the Indian Act (Canada).

“First Nation Leaders” refers to the leadership at the Band level, including: Chief, Councillors, Portfolio Holder or appointed representatives who represent and are responsible for students and families.

“First Nation Student” means a student who is a member of the First Nation Band, who is enrolled in a school operated by the Board.

“Full Time Equivalent (FTE) First Nation Student” means a student who is: of a school age as defined in the School Act – students in Kindergarten (full-day program) Grade One through Twelve. Students who are 19 years of age or younger and who have not

graduated are considered full-time equivalent student.

“Funding” – There are three funding sources for First Nation education, “tuition funding” (“core funding”), “targeted funding” (“additional funding”) and “other funding”. “Other funding” is defined as any funding that is subsequent to this agreement (That is, Bursary and Scholarship, Special Projects, Partnership Funding, etc.)

“G4 File” – The Ministry of Education requires that a Student Record File, also called the G4, be established and maintained for each student enrolled in school. The Student Record File contains copies of the current records used in the planning and administration of the student’s education program. Reference: Special Education Resource Manual, 2007; Retrieved from: <http://www.sd33.bc.ca/docs/Student%20Services%20Resource%20Manual.pdf>

“Individual Education Plans”

Students with special needs who are receiving ongoing special education service require an Individual Education Plan (IEP). This plan is a concise and usable document, which summarizes the student’s educational program. The IEP should be implemented and reviewed/updated at least annually. Its development should be seen as a dynamic, ongoing process.

IEPs:

- are written records of planning prepared with input from students, parents/guardians, school personnel and other service providers, i.e., preschool staff.
- describe students’ current learning, strengths, styles and needs, and identify appropriate goals.
- help in determining the degree of intervention needed.
- describe individual team members’ responsibilities.
- provide coherent plans for student learning and service needs.
- should include planning for students’ transitions.
- assist in determining criteria for evaluation.
- help in determining how well students are meeting their goals, and form the basis of reporting students’ progress. (Reference: Special Education Services, A Manual of Policies, Procedures and Guidelines; Retrieved from: <http://www.bced.gov.bc.ca/specialed/sid/10.htm>; June 22, 2008)

What is an adapted program?

An adapted program retains the learning outcomes of the prescribed curriculum, but adaptations are provided so the student can participate in the program.

These adaptations can include

- Alternate formats (For example Braille, books-on-tape)
- Instructional strategies (For example use of interpreter, visual cues, and aids)
- Assessment procedures (For example oral exams, additional time)

How do teachers report to parents about a student on an adapted program? (*)

Students on adapted programs are assessed using the standards for the course/program and can receive full credit for their work. Letter grades are assigned when a student's course/program is adapted. School personnel should document the adaptations provided for the student. Students who have an adapted program can still graduate from high school with a BC Dogwood Certificate.

What is a modified program?

A modified program has learning outcomes that are substantially different from the prescribed curriculum, and specifically selected to meet the student's special or unique needs. The School Psychologist must be consulted prior to a student being placed on a modified IEP for the first time. For all students, the appropriate Parent Consent Form must be completed prior to placement on a modified IEP and re-signed by parent every school year that the student remains on a modified program. For these students specific individual goals and objectives will be established for the student and documented as part of his or her IEP. Modifying a student's program may impact eligibility for a BC Dogwood Certificate. (Special Education Resource Manual 69 August 2007).

How is the decision to modify a student's program made?

The decision to modify all or part of a student's program is made with the School Psychologist, Core School-Based Team, including the parent, and student, (if appropriate). It is very important that there is adequate documentation to support the decision to modify, and that parents understand the implications of the decision. Core School-Based Teams should use the district form Consent for a Modified IEP Program. The decision to modify all or part of a student's program should be reviewed annually by the School-Based Team and the School Psychologist. The parent's permission must be secured in writing.

How do teachers report to parents about a student on a modified program?

The use of letter grades and percentages for reporting the progress of these students on their modified program is not appropriate unless the student is working on Locally

Developed courses that have a Board approved implementation process. Structured, written comments should be used to report the level of the student's success in achieving modified goals and objectives. In these circumstances, the efforts of the student will be recognized by providing them with a School Completion Certificate upon graduation from high school. A School Completion Certificate plus transcript is also possible for some students on modified programs. Where a professional support person other than the classroom teacher is responsible for providing some portion of the student's educational program (For example Speech Pathologist), those persons should provide a written report on the student's progress for inclusion with the report of the classroom teacher. Official transcripts of courses/marks should identify whether a course has been modified, although adaptations need not be identified. With written consent, information about adaptations and modifications should be communicated to post-secondary institutions or community agencies providing adult services.

A student may be on a program that is both adapted and modified. In these cases, a student's report card and transcripts should clearly indicate which courses/programs are modified.

Reference: [Special Education Resource Manual, 2007](http://www.sd33.bc.ca/docs/Student%20Services%20Resource%20Manual.pdf); Retrieved from:
<http://www.sd33.bc.ca/docs/Student%20Services%20Resource%20Manual.pdf>

"Local Education Agreement" – the agreement between the Chilliwack Board of Education and First Nation communities.

"LEA" means the Local Education Agreement.

"Ministry" means the Ministry of Education.

"Nominal Roll" means the list of those First Nation students in an Educational Program as at September 30th of a school year. This report is provided to Indian and Northern Affairs Canada (INAC). The Nominal Roll is a list of all students living on reserve, registered by the First Nation and registered in the school district. This information is also helpful in reporting to the school district the Aboriginal students who are registered in schools on September 30 of the school year, as part of the "1701" report to the Ministry of Education.

"Parent" means, (a) the guardian of the student or child, (b) the person legally entitled to custody of the student or child, or (c) the person who usually has the care and control of the student or child.

"Programs" means the Kindergarten to Grade Twelve program, Alternate program, Adult Basic Education (ABE) program, English as a Second Dialect program, Resource Room program, Learning Assistance program, French Immersion and any other programs established under the School Act during the term of this agreement.

"Qwí:qwelstóm" is the Halq'eméylem word that best describes "justice" according to

the Stó:lō worldview. It reflects a "way of life" that focuses on relationships and the interconnectedness of all living beings. It is based upon traditional Stó:lō forms of dispute settlement: <http://www.stolonation.bc.ca/departments/justice.htm> (Retrieved, May 1, 2009)

"School Based Team" (SBT). The School-Based Team develops and implements support strategies to assist the classroom teacher in meeting the student's needs. If additional assistance is still needed the School-Based Team may decide to make a referral to district based services or community professionals and services. Members of the School-Based Team should be chosen based on their ability to provide information or support the student's program. In some cases, such as when the student has needs in only a specific area, the team may be limited to the principal, the teacher(s), the parent and, if appropriate, the student. In other cases, such as when the student has multiple needs, the team may be extended to include educational and related services personnel required to assist the student in achieving educational goals.

"School District" means the area constituted under the School Act as School District #33 (Chilliwack).

"School Year" means a 10-month period commencing on July 1st and ending on June 30th of the following calendar year.

"Stó:lo " means the First Nation people who are indigenous to the area located in the traditional territory.

"Targeted Funding" means the funding provided by the Ministry of Education for Aboriginal education programs that include academic, cultural and linguistic support, that is additional to the tuition funding, providing programs and services that are over and above the funding that non-Aboriginal students are eligible to receive. These funds come directly to the School District. The Aboriginal Education Advisory Committee develops a budget from the targeted funding and advises the Board of Education and the Aboriginal community representatives on the administration of the budget.

"Tuition Funding" means the core funding received by the Board from the First Nations for the education of First Nation Students in the School District through the fiscal framework.

"Vulnerable" students means that a student is going to find learning a more challenging endeavour, for a variety of reasons. The student is susceptible to difficulties in learning.

2.0 GUIDING PRINCIPLES

2.1 The Chilliwack Board of Education is committed to Aboriginal education, which

- includes academic, social, cultural, linguistic, emotional and physical learning.
- 2.2 The education of Aboriginal students is the shared responsibility of the student, parent(s)/guardian(s), family, community, school and School District.
 - 2.3 Subject to the provision of the School Act of British Columbia, the Board and the First Nation recognize that a Local Education Agreement will describe the relationship of the student to the community and the school district.
 - 2.4 First Nation Students have a right to education, which respects and promotes Stó:lo language, culture and tradition.
 - 2.5 The Soowahlie First Nation will have meaningful involvement in the development and implementation of education programs and resources offered to First Nation Students.
 - 2.6 The academic, social, cultural, emotional health and well being of First Nation students are major priorities for the student, parent(s), family, community, school and School District.
 - 2.7 Regular and on-going communication and consultation between the student, parent, community, school and School District are integral for students' success.
 - 2.8 Recognition and appreciation of the unique Stó:lo culture and tradition will enable cross-cultural bridging among Stó:lo and non- Stó:lo students, community, and School District for a genuine understanding and respect of each other. This is essential in creating an environment of tolerance, understanding and respect of all cultures and beliefs.
 - 2.9 Board policies, regulations, practices, district and school growth plans, and the Aboriginal Enhancement Agreement will identify means to promote student success.
 - 2.10 Board policies, regulations, practices, district and school growth plans, curriculum and instruction will promote a common understanding of Stó:lo cultural values and traditions.
 - 2.11 The relationship between the Soowahlie First Nation and the school district is primarily through the school Principal and Staff at the school the student attends.
 - 2.12 There is a relationship among leaders between the Soowahlie First Nation and the Board of Education.
 - 2.13 The Board of Education agrees to meet at least twice a year with the leadership

- of the Soowahlie First Nation to review and address issues that affect student learning. The intention is to meet collectively with leadership representatives from all First Nations who have signed a Local Education Agreement with the Board of Education.
- 2.14 The Soowahlie First Nation has a representative who participates in the monthly meetings of the Aboriginal Education Advisory Committee (AEAC) to provide technical guidance affecting student learning. Identification of the representative is provided via a Band Council Resolution (BCR). (Please see the Terms of Reference for the AEAC).
- 2.15 The Soowahlie First Nation and the Board of Education are committed to continuous improvement in student achievement and expanding program choices.
- 2.16 The Soowahlie First Nation and the Board of Education are committed to providing a safe, caring, and orderly learning environment for all students.
- 2.17 The parents may participate in education matters that affect their students at school. (i.e., Parent Advisory Council Meetings and School Planning Council Meetings). The Soowahlie First Nation may participate in education matters that affect their students at the school and district level.
- 2.18 Success for each student is demonstrated by:
- 2.18.1 successful transition from Early Learning/Home to Kindergarten, Kindergarten/Early Learning/Home to Grade One, elementary school to middle school, middle school to secondary school, secondary to post- secondary.
 - 2.18.2 school readiness for “Kindergarten”
 - 2.18.3 regular attendance at school
 - 2.18.4 promotion from grade to grade, Graduation, and preparation for opportunities beyond Graduation.

The success of our students guides the success of the agreement between the community and the school district.

- 2.20 The Soowahlie First Nation and the Board of Education will collaborate on initiatives and programs developed by the Ministry of Education and other Ministries where appropriate.
- 2.21 The Board of Education and Soowahlie First Nation agree that positive experiences for children in early learning, pre-school and Kindergarten are a

strong foundation for success in school.

- 2.22 The Soowahlie First Nation and the Board of Education will collaborate to promote effective parent involvement and student success.

3.0 GOALS

- 3.1 To assist Soowahlie students to develop a strong identity, healthy self-esteem and pride in family, community and culture.
- 3.2 To increase the attendance rate for First Nation students.
- 3.3 To increase the graduation rate among First Nation students.
- 3.4 To increase the grade-to-grade transition rate.

4.0 OBJECTIVES

During the term of this Agreement the Soowahlie First Nation and the Board of Education will work together to achieve the following objectives:

- 4.1 To establish an Aboriginal Education Advisory Committee:
- 4.1.1 to ensure regular and ongoing consultation, discussions and participation in the education of First Nations students
 - 4.1.2 to collaborate on the development of appropriate First Nations programs, which enhance academic and vocational skills, while promoting personal, social, and cultural growth.
- 4.2 To have the Soowahlie First Nation and Board of Education collaborate and share information on programs and opportunities within the community and school district that promote student success in school. This includes early learning and early Literacy as well as successful grade-to-grade transition and graduation and transition to post-secondary.
- 4.3 To assess the educational needs of First Nations students with their families and communities to provide services that will meet their needs.
- 4.3.1 District assessment will evaluate and report on the progress of Soowahlie First Nation students to the Soowahlie First Nation and to the Aboriginal Education Advisory Committee related to the Local Education Agreement, the

Enhancement Agreement, school and district improvement plans.

4.4 To develop policies, programs, and procedures that increase the awareness and understanding of all Staff for Stó:lo people, language, culture, history and traditions.

4.5 To increase the number of First Nation graduates who demonstrate knowledge and skills in their learning plan to gain meaningful employment or gain entrance into post secondary institutions.

4.5.1 As the Board of Education has a Learning Partnership Framework Agreement with the University of the Fraser Valley that provides seat placement for students in the school district, the Soowahlie First Nation, the Board of Education and the University of the Fraser Valley will maximize the number of seats utilized by students of the Soowahlie First Nation.

4.5.2 The Soowahlie First Nation and the Board of Education will collaborate to maximize participation of First Nation students in career fairs, Work Experience, Career Prep, Secondary School Apprenticeship Programs and other events and programs that are career and employment oriented, within the community and school district.

4.6 To ensure that the First Nations are meaningfully involved in the Board's hiring process for those positions that have a significant impact on First Nations students. This would include Aboriginal Educational Assistants, Aboriginal Support Teachers, Aboriginal Education Coordinators, Halq'eméylem Teachers, Aboriginal "Kindergarten" Teachers, Principals and Vice-Principals of Aboriginal Alternate and Adult Education.

4.7 To increase opportunities for qualified First Nation people to work in the Chilliwack School District.

4.8 To collaborate with the First Nations by actively involving Elders and other First Nations resource people in the school system.

4.9 To increase awareness of First Nation culture among all students and to provide for the integration of the Stó:lo cultural values, language and information about the Stó:lo people in appropriate curriculum areas.

4.10 To have a plan for success for every student identified as vulnerable; the plan will involve the parent.

5.0 THE BOARD'S OBLIGATIONS:

5.1 Provide First Nation student's quality programs to improve academic success and

culturally relevant programs in accordance with the School Act, Regulations and Orders, and within the terms of this Agreement.

- 5.1.1 Develop and implement strategies to keep First Nations students in school, and to provide culturally and academically appropriate alternate educational services to re-engage early school leavers (i.e., "drop outs") to meet student needs and the district aim of having each student become a successful graduate prepared for opportunities beyond graduation.
- 5.2 Soowahlie First Nation students and parents will be supported and guided to make course selections that maximize individual student potential, leading to Graduation.
- 5.3 The Board will endeavour to increase opportunities for First Nation people who are rooted in the First Nation culture and who have the qualifications required for the specified position to work in the Chilliwack School District.
- 5.4 Commit to increase the number of First Nation people working in the Chilliwack School District.
- 5.5 The Board of Education will appoint a School Trustee and an Alternate to the AEAC, and, in consultation with the Aboriginal members of the AEAC, representatives of the significant levels of technical expertise of the educational administration, including school Principals or Vice-Principals (4), a district-level administrator (Assistant Superintendent).
- 5.6 The Board of Education will include representation drawn from the AEAC on all Board committees that set policy and/or have a financial impact on First Nation programs (such as, Policy Committee, Curriculum and Instruction).
- 5.7 Involve representatives of the Aboriginal Education Advisory Committee in the selection and training of staff associated with the delivery of Aboriginal Education programs to First Nation Students.
 - 5.7.1 Involvement will include assisting in development of the job position descriptions, advertising; and may include interviewing, and selection in accordance with the terms and conditions of applicable collective agreements and Board Policy.
- 5.8 Meaningfully involve the Soowahlie First Nation, through representatives on the AEAC, in the planning for and direction of the targeted funding for educational programs.
- 5.9 Annually, the Soowahlie First Nation will receive the report on the disbursement of tuition and other funding provided through this agreement. The report will

indicate the proportion of funding apportioned to the various sectors of the education program for their students.

- 5.10 Schools will provide reports on student progress to the appropriate Soowahlie First Nation person responsible for education matters, providing that prior written consent has been given by the student's parent.
- 5.11 Prepare a Mid-year and Year-end report on the provision of education programs to First Nation students under this Agreement and present these reports to the First Nation and the Board of Education. The reports shall aggregate evidence of student achievement as at November 30th (Term 1) and June 30th of each school year in accordance with the Freedom of Information Act.
- 5.11.1 The mid-year report shall include student attendance and student progress information, by school, grade, subject; Dogwood Certificate and School Leaver Certificate graduation and retention data.
- 5.11.2 The year-end report shall include:
- the number of First Nation Students covered by this Agreement and their programs;
 - the attendance and student progress information by school, grade, subject;
 - Dogwood Certificate and School Leaver Certificate graduation and retention data
 - financial accounts related to this Agreement which are prepared by the Board of Education in the regular course of its operation;
 - the number of teaching and non-teaching staff working directly with First Nation students and their duties and responsibilities.
 - reports of student awards (That is, Stó:lo Awards, Graduation Bursaries and Scholarships).
- 5.11.3 The reports may address other issues agreed upon by the Board of Education and the Soowahlie First Nation.
- 5.12 The Board of Education will provide to Soowahlie First Nation aggregate data on student achievement for planning and decision-making. (This may include the Early Developmental Inventory, Foundation Skills Assessment, etc.)
- 5.13 Provide by June 15 of each year, direct communication to parents, and

representatives from the Soowahlie First Nation, concerns related to placement or programs for their student for the next school year (i.e., Interim Report; phone call; letter; meeting with parents.). When there are concerns regarding placement or program, the parent will be contacted directly. As appropriate, the Band education representative will be informed.

5.14 Provide notification of non-instructional days to the Soowahlie First Nation by May 31st, each year.

6.0 THE FIRST NATION'S OBLIGATIONS:

- 6.1 Promote the active participation and involvement of First Nations parents and other members of the First Nation in the education of their children, both curricular and extra-curricular.
- 6.2 Provide support to First Nation students and parents.
- 6.3 Obtain such consents as may be required to give effect to this Agreement, provide these consents to the school and district office as necessary annually and updated.
- 6.4 Provide continuous, open communication with school and district Staff regarding student support, soliciting family support, and any other topics related to educating First Nation's Students.
- 6.5 The Soowahlie First Nation will identify programs, services and/or resources that are available to support student success and the objectives of this agreement related through a student's individual success plan and the School Based Team.
- 6.6 Provide the Board of Education with lists of resource people having expertise in cultural, educational and governmental issues.
- 6.7 Provide the Board with lists of support personnel employed by the First Nations who are available to assist in supporting the learner.
- 6.8 Appoint representatives to actively participate in both the semi-annual leadership meetings between leaders of the Soowahlie First Nation and the Board of Education, as well as for the monthly meetings of the Aboriginal Education Advisory Committee. The representatives will be identified, the names updated annually via the Band Council Resolution (BCR), and provided to the Superintendent.
- 6.9 Have a representative attend and participate in the dialogue on student progress

at Mid-Year and at the Year-End Reports.

- 6.10 The AEAC representative will be responsible to communicate with Chief and Council, Staff, community and parents of the Soowahlie First Nation the information relevant to students and parents.
- 6.11 Have an appointed representative attend and participate in the district planning processes.
- 6.12 Pay the Board tuition fees in accordance with Section 12.

7.0 CURRICULUM DEVELOPMENT AND IMPLEMENTATION

- 7.1 Curriculum development and implementation will respect Stó:lo people, language, culture, history and traditions as well as the Ministry of Education course approval process. All curriculum reflecting Aboriginal culture and language will be reviewed by the AEAC prior to implementation in the classroom. Representatives of the AEAC will participate in the hiring process for any contract personnel hired to develop curricula for Aboriginal students. The AEAC may refer to local and/or regional Aboriginal expertise to assist in this development and approval. The approved curricula will be maintained and promoted by the Aboriginal Education Department and the Curriculum Department.
- 7.2 Both the Soowahlie First Nation and the Board of Education agree to work together to improve and/or develop culturally appropriate strategies and processes to improve and develop curricula in First Nation Studies, Science, English Language Arts, Literature, History, Social Studies, Language, Fine Arts and Culture, for the benefit of all students.
- 7.3 Both the Soowahlie First Nation and the Board of Education agree to work in partnership to introduce more culturally relevant materials and activities in appropriate subject areas, for all First Nation Students and for events and ceremonies sponsored by the Chilliwack School District.
- 7.4 Both the Soowahlie First Nation and the Board of Education agree to work together to develop curriculum that is sensitive and relevant to Stó:lo culture, drawing on the expertise of the local community.
- 7.5 Both parties agree to collaboratively provide personnel for:
 - 7.5.1 curriculum development
 - 7.5.2 professional development on Stó:lo -cultural awareness training

7.5.3 coordinating the delivery and implementation of the curriculum relevant to Stó:lō Culture.

7.5.4 Work Experience and Apprenticeship Programs.

8.0 ASSESSMENT AND PLACEMENT

8.1 The Board will ensure that each First Nation student be in a program appropriate to his/her needs and abilities. The Board of Education will ensure the First Nation student's progress is monitored and reported to parents.

8.2 Parents will be included in meetings for their children. A parent may request a representative from the Soowahlie First Nation be included in these meetings.

8.3 Early identification and intervention is necessary to promote student success.

8.4 Assessments may include classroom, school, district or provincial assessments. These assessments result in understanding of individual learning and lead to instruction, interventions and resources that improve student learning.

- Classroom assessments could include teacher-designed measures to evaluate learning and determine learning level.

- School, district and provincial assessments could include, for example: Grade-Wide Writes; RAD, Foundation Skills Assessment.

These assessments could lead to the development of an individual success plan or behaviour plan. The individual success plan is intended to meet the learning needs of the student and to bring the student to age appropriate learning level. The plan will be monitored, reviewed and revised as needed by the Principal, School-Based Team, student and parent.

- Professional assessments could include, for example: an Education Psychologist, a Paediatrician. These assessments could lead to the development of an Individual Educational Plan, including behaviour.

8.5 Placement of First Nation Students on an Individual Education Plan (Adapted, Modified, or Gifted) will occur only after the following steps have been completed:

8.5.1 an appropriate assessment has been completed and results have been made available to the parent and the school-based team, including appropriate Aboriginal Education Support Staff and Band support personnel;

8.5.2 an appropriate assessment has been completed, the implication for educational services identified in an Individual Educational Plan, for the purpose of assisting the student, with and on-going reporting of services and results provided.

8.5.3 informed consent has been obtained from the child's parent prior to the placement. The school is encouraged to contact Band support personnel to help

- the parent with requests for this consent, if necessary.
- 8.6 School Principals will provide First Nation student records/information to the appropriate Soowahlie First Nation person responsible for education, providing the written consent has been given by the student's parent or guardian.
- 8.7 Appeals of educational placement or regarding an Individual Education Plan will be conducted according to Board Bylaw (Appeal Procedure) and the School Act for the Province of British Columbia.
- 8.7.1 The parent may request and receive support in this appeal process from appropriate Aboriginal Education Staff in the school, school district or from the community.
- 8.8 Upon written request to the Principal, parents will be provided an opportunity to examine, in the presence of the Principal (or designate) student records contained in the students record file (for example, "G4") at the school. This would also include notice and reports of all formal meetings initiated by the school concerning their child/children. The section entitled "Accessing Student Records" in the Special Education Resource Manual (2007) is a guide for this process.

9.0 STUDENT CONDUCT

- 9.1 The Board of Education and the Soowahlie First Nation support and encourage positive, responsible and respectful behaviour.
- 9.2 The Soowahlie First Nation, through the AEAC, will participate in any review or changes to the Board of Education's discipline policies and procedures.
- 9.3 Expectations for behaviour of First Nation students shall be in accordance with the School Act and Regulations, and the District Code of Conduct, as approved by the Board of Education. (For example, in-school suspensions will be prioritized; suspensions and discipline must take into consideration individual circumstances).
- 9.4 School Principals and Staff, parents and the community will work together when dealing with behaviour issues involving First Nation students.
- 9.4.1 Where agreed upon, Stó:lo practice restoring harmony, (For example, involving Elders, D.A.R.E., First Nation R.C.M.P. Unit and/or Qwi:qwelstom) will be used.

10.0 CULTURAL AWARENESS

- 10.1 The Board of Education recognizes that the Chilliwack School District operates in traditional Stó:lo territory. Stó:lo language, culture and history will take precedence over other Aboriginal language, culture and history in school and district activities and events.
- 10.2 The Board of Education will support regular Stó:lo cultural awareness activities for all staff.
- 10.2.1 The Board of Education and Soowahlie First Nation will encourage and support parents and community groups to participate in cultural awareness activities.
- 10.2.2 Recognition and appreciation of the unique Stó:lo culture and tradition will enable cross-cultural bridging among Stó:lo and non-Stó:lo students, community, and Board of Education. This is essential in creating an environment of tolerance, understanding and respect of Stó:lo culture and beliefs.
- 10.2.3 Board of Education policies, regulations, practices, district and school growth plans, curriculum and instruction will promote a common understanding of Stó:lo cultural values and traditions.
- 10.2.4 The Board of Education shall utilize First Nation resource personnel identified by the AEAC to assist teachers when appropriate to enhance learning. The AEAC will develop and maintain a list of resource personnel.
- 10.3 The Board of Education, as per policy, will support representatives of the Soowahlie First Nation, and provide them with access to appropriate facilities to support communication and/or meeting with students and parents.

11.0 COMMUNICATION

- 11.1 Open and on-going communication between the Board of Education and the Soowahlie First Nation will be promoted through leadership and technical meetings between educators from the school district and Soowahlie First Nation as well as community and school based meetings.
- 11.1.1 The leadership of the Soowahlie First Nation and the Board of Education agree to meet at least twice a year to review and address issues that affect student learning. The intention is to have a combined meeting with leadership representatives from all First Nations who have signed a Local Education Agreement.

11.1.2 The Soowahlie First Nation has a representative who regularly participates within the Aboriginal Education Advisory Committee to provide technical guidance affecting student learning. Identification of the representative is provided via a Band Council Resolution (BCR).

11.1.3 Principals, Staff will meet to help parents and/or representatives of parents regarding student issues as they arise. Some exam

- School Based Team Meetings
- Care Team Meetings
- Parent and Student School Orientation Meetings
- District Discipline and Restorative Action Meetings
- Parent – School Communication Process (Brochure)

11.1.4 Other forms of communication:

- telephone
- fax
- school and district website
- semi-annual reports
- newsletters
- electronic mail (care will be taken sharing confidential information)
- reports on student progress
- written correspondence (consent forms)

11.2 The Board and Soowahlie First Nation will collaborate to build a shared understanding of programs and processes at the school and district level, and their impacts on students.

11.2.1 The Board and Soowahlie First Nation will jointly develop and incorporate structures such as parent workshops and parent forums to promote understanding of school and district programs and processes.(For example, the Grad Program, Individual Educational Plans, the promotion policy, course program information).

- 11.3 Parents must provide written permission to representatives for the Soowahlie First Nation to receive information on attendance, assessment, achievement, reports on progress (report cards) and permission to attend School Based Team meetings with parents.
- 11.4 Representatives for the Soowahlie First Nation will receive aggregate information on their students on or around established reporting periods, such as: student attendance, assessment, achievement, reports on progress from schools.

12.0 PAYMENT

- 12.1 The First Nation shall pay to the Board tuition fees in accordance with the School Act.
- 12.2 For billing purposes, enrolment in the School District as of September 30 of a school year shall reflect current Ministry of Education and Indian and Northern Affairs Canada policy.
- 12.3 Enrolment figures for the nominal roll(s) shall be:
 - 12.3.1 certified and approved by the Principal of the school involved.
 - 12.3.2 certified and approved by the Soowahlie First Nation
- 12.4 The eligible tuition fees payable each school year shall be paid by the First Nation to the Board according to the following schedule.
 - 12.4.1 An amount equal to 10% of prior year's eligible tuition fees on or before the last day of each month commencing in September.
 - 12.4.2 Upon receipt of the approved nominal roll and the Board of Education per student block amount for the current school year, the next instalment payment shall be amended to include an adjustment for the past instalment payments. All subsequent monthly payments shall be in accordance with the new rates and enrolment figures.
 - 12.4.3 Any remainder on or before June 30.
- 12.5 When a Soowahlie First Nation student enrolls in the Chilliwack School District following the September 30th nominal roll date, for which Soowahlie First Nations receives tuition funding, the Soowahlie First Nation will pay tuition fees to the School District, on a pro rata basis.

- 12.6 In the case of “early school leavers” and any Soowahlie First Nation student transferring out of the Chilliwack School District, tuition fees, as calculated on a percentage of school year not attended, will remain with the Soowahlie First Nation to provide the student with educational opportunities. In the case of advanced tuition payments, the funds not used as calculated by the percentage of the school year not attended will be credited to the school or educational program the student attends for the purpose of providing the student educational opportunities, and provided in the reconciliation as per 12.4.2.
- 12.7 The First Nation and the Board agree that additional services or programs not referred to in this Agreement may be provided by the Board if the First Nation and the Board agree to the terms and costs for such service(s) or program(s).
- 12.8 In the event of a school closure, due to a labour dispute, the tuition fee will be equitably adjusted by the agreement of the parties. Any adjustment shall take into consideration the number of days of school closure and adjustments in funding made by funding sources to the First Nation and to the Board. It is the intention of the parties that any benefit will support students. Neither the First Nation nor the Board should benefit or lose financially as a result of a school closure.
- 12.8.1 During job action extending beyond two school days a community may provide tutoring/supports to students with costs recovered from saved tuition funds, with prior agreement from school district. A work plan will be developed jointly between the community and Superintendent of Schools, which will include a budget and student work assignments. Consideration will be given to the possibility of the Ministry of Education withholding funds or directing a change in the delivery of education programming after possible job action.
- 12.9 The Board of Education and Soowahlie First Nation agree to collaborate on joint grant applications to benefit students with their academic, social, linguistic, cultural, emotional, health and well-being.
- 12.10 The Board of Education and Soowahlie First Nation acknowledge that some obligations under this Agreement are dependent upon monies and resources being made available by entities other than the Board of Education and First Nation. If such monies and resources are not made available, the Board of Education and/or First Nation shall not be obligated to carry out the terms of this agreement that require such monies and resources.

13.0 DISPUTE RESOLUTION

- 13.1 The Board of Education believes that complaints and disputes should be dealt with at the point closest to where the dispute first arises and has policy and a bylaw pertaining to disputes and appeals. For example: 207 - Dispute Resolution; 207.1AR - Dispute Resolution; Bylaw 4 - Appeals Procedures.
- 13.2 The Soowahlie First Nation and the Board of Education shall attempt to settle any dispute arising under this Agreement in good faith. Where a matter is not resolved the Board of Education and the Soowahlie First Nation agree to establish a Dispute Resolution Committee.
- 13.3 Dispute Resolution Committee: If a dispute in respect of any interpretation of this Agreement arises between the Soowahlie First Nation and the Board of Education, which is not settled, the parties shall establish a panel consisting of three members, at the earliest possible time, this shall take place within 30 days of the dispute being referred. The panel shall be called the Dispute Resolution Committee. The purpose of the Dispute Resolution Committee shall be to resolve as expeditiously as possible any dispute arising under this Agreement so as not to impair progress in the implementation of this Agreement for the benefit of students. The Soowahlie First Nation and the Board of Education will each appoint one member of the Dispute Resolution Committee and the two of whom shall agree upon the appointment of the third member, who shall be the Chair of the Dispute Resolution Committee. The Dispute Resolution Committee will decide at their earliest convenience, but no more than five days, to appoint the third member of the Dispute Resolution Committee to consider and resolve the dispute.
- 13.4 Proceedings: When a dispute is under consideration by the Dispute Resolution Committee, the parties shall proceed to carry out their respective obligations under this Agreement until the dispute is resolved. The dispute shall be resolved as expeditiously as possible, for the benefit of students. No formal rules of evidence shall apply to proceedings of the Dispute Resolution Committee, however, established legal procedure and evidentiary rules may be used as a guide to conduct the proceedings. Proceedings of the Dispute Resolution Committee shall not be open to the public.
- 13.5 Decision: The Dispute Resolution Committee shall render a written decision to the Board and Soowahlie First Nation as soon as possible after the conclusion of its proceedings.
- 13.6 The Dispute Resolution Committee shall decide the extent, if any, to which each of the parties shall bear the reasonable costs of resolving any particular dispute.

14.0 DEFAULT

- 14.1 If there is a default under the terms of this Agreement, the party not in default may, if the default has not been cured or commenced to be cured within 30 days after notice in writing has been given by the party not in default to the party in default, refer the default to the Dispute Resolution Committee under Section 13.
- 14.2 A financial payment not made by the Soowahlie First Nation within 30 days of the due date shall be considered a default and may result in the termination of this Agreement at the option of the Board of Education. Every attempt will be made to resolve this default with the Soowahlie First Nation. The Board of Education may contact other agencies to help determine a resolution. The Board of Education will provide 30 days advance written notice to the Soowahlie First Nation of such termination.

15.0 ACCESS TO ADDITIONAL RESOURCES AND SERVICES

- 15.1 Access to Additional Resources and Services: The Board of Education, in cooperation with staff, will make available to the Soowahlie First Nation, at the First Nation's request and at cost to the First Nation to be negotiated between the First Nation and the Board of Education:
- 15.1.1 Resources and personnel to share ideas, put on workshops, undertake professional development, circulate information and work with teachers, students and parents.
- 15.2 Access to Board of Education activities:
- 15.2.1 The Board will encourage the Chilliwack School District Teachers' Association to extend an invitation to Soowahlie First Nation to participate in training sessions.
- 15.3 Access to First Nation Activities: The AEAC will advise the Board of Education of educationally relevant activities which may be of interest to the Board of Education, students, teachers and administrators, and include an invitation requesting their participation.
- 15.4 Parents may request the Aboriginal Education Assistant and/or Aboriginal Support Teacher attend parent meetings at the school, to promote and support effective communication and understanding.

16.0 NOTICES

- 16.1 All correspondence shall be considered official provided it is delivered personally, by registered mail, facsimile or via email with corresponding “read receipt,” addressed:

If to the Soowahlie First Nation:

Chief and Council and Education Coordinator

If to the Board of Education:

The Superintendent

Board of School Trustees

School District #33 (Chilliwack)

8430 Cessna Drive

Chilliwack, B.C. V2P 7K4

- 16.2 Either party may, from time to time, give to the other written notice of any change of address.

17.0 REFERENCES

- 17.1 Every reference to the Soowahlie First Nation will include the Chief or any person designated by the First Nation to act for or on its behalf with respect to any provision of this Agreement.
- 17.2 Every reference to the Board will include the Chair of the Board of Education, or and any person designated by the Board to act for or on its behalf with respect to any provision of this Agreement.

18.0 GENERAL

- 18.1 This Agreement will be governed by and construed in accordance with the laws in force in the Province of British Columbia, pursuant to the School Act, and by the intentions of the Board and the First Nation.

18.2 This Agreement will have effect and be binding upon the parties hereto and their respective successors and assigns.

19.0 TERM AND DURATION

19.1 Term: This Agreement between the Soowahlie First Nation and the Board will be for the Period of: July 1, 2009 to June 30, 2014.

19.2 Extension of Agreement:

This Agreement shall be considered in effect unless notice is given 90 days prior to April 30, 2014 or any successive anniversary. Both parties agree to formally review, and/or amend as necessary within 90 days of each anniversary. Unless a new agreement can be concluded by April 30, 2014 the parties agree that the terms and conditions provided for in this Agreement will continue to apply until a subsequent Agreement is reached.

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

Signed:

On behalf of the Soowahlie First Nation

Chief

Witness

Date: _____

Councillor

Witness

Date: _____

Signed:

On behalf of the Board

Board Chair

Witness (Superintendent)

Date: _____