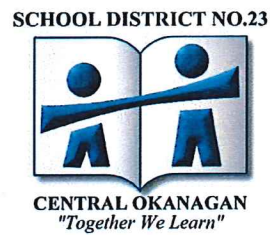


LOCAL EDUCATION AGREEMENT

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Westbank First Nation

And

Central Okanagan School District



LOCAL EDUCATION AGREEMENT

This agreement is made this ____ day of _____, 2016.

BETWEEN:

stqa?tx^wln'iw^t sqilx^w
WESTBANK FIRST NATION,
as represented by its duly elected
ilmix^wəm naʔ səx^wk^winaʔmam
Chief and Council
having an office at 515 Highway 97 South,
Kelowna, British Columbia, V1Z 3J2

(hereinafter called the "**WFN**")

AND:

SCHOOL DISTRICT NO. 23 (CENTRAL OKANAGAN),
as represented by the Board of Education,
a corporation constituted pursuant to s.85 of the
School Act, RSBC 1996, Chapter 412 (the "*School Act*"),
having an office at 1940 Underhill Street,
Kelowna, British Columbia, V1X 5X7

(hereinafter called the "**Board**")

WHEREAS:

- A. WFN recognizes that the Board is the legislated authority relating to the governance and operation of public schools, school personnel and students in the School District.
- B. The Board recognizes that WFN is a self-governing nation, pursuant to the *WFN Self-Government Agreement*, and that WFN has authority over any education tuition, policies, and other services that relate to WFN Students living on WFN lands.

- C. The Board recognizes that the Board's schools are within the boundaries of the Okanagan Nation "syilx" unceded territory and where WFN is the host nation.
- D. The Board has the authority, under Section 86(3)(b) of the *School Act*, to enter into agreements with a Council of the Band as defined in the *Indian Act*, R.S.C. 1985, c. 1-5 (the "*Indian Act*"), with respect to the education of First Nation Students.
- E. Subject to the provisions of section 86(3)(a) of the *School Act*, the Board and WFN recognize that an education agreement will provide WFN greater participation and influence in all aspects of the education of WFN Students attending the Board's schools.
- F. The Board and WFN wish to enter into this Local Education Agreement ("LEA") to set out the terms and conditions regarding the purchase of education services by WFN from the Board for First Nation Students.

NOW THEREFORE the parties hereto agree as follows:

This LEA affirms and recognizes shared responsibilities, accountability and the benefits of WFN and the Board working together for the success of First Nation Students.

1 SHARED PRINCIPLES AND VALUES

- 1.1 WFN and the Board will engage WFN Students by connecting them to who they are as syilx people, so that they value learning, gain knowledge and skills, strive for personal excellence, and meet the challenge of change. This can be accomplished through a variety of defined Programs and technologies, including:
 - a. Empowering WFN Students to reach their full potential and to succeed in their educational journey;

- b. Promoting meaningful learning from kindergarten through to the completion of grade 12;
 - c. Encouraging First Nation Students to feel safe at school, in an environment free from racism, indifference, marginalization, bullying and stereotyping;
 - d. Inclusion of syilx protocol at District Aboriginal Education Program events;
 - e. Inspiring WFN Students to participate and lead in District Aboriginal Education events;
 - f. Creation and implementation of Programs and services for WFN Students that are appropriate to their history, cultural and linguistic heritage.
- 1.2 First Nation Students have the same rights and responsibilities as all students attending school in the School District.
- 1.3 First Nation Students have an inherent right to quality education which reflects, respects and complements First Nation language, culture and tradition.
- 1.4 The education of WFN Students is a shared responsibility between the student, parent(s), guardian(s), family, community, staff, schools and the School District. Accordingly, the Board and WFN are open to collaboration and cooperation at the government level.

2 SHARED RESPONSIBILITIES

- 2.1 WFN and the Board intend to provide Programs and services to WFN Students that are appropriate to their history, cultural and linguistic heritage, and a continuing source of satisfaction and pride for WFN and the Board.

- 2.2 WFN and the Board will consult on the implementation of proposed federal, provincial and/or School District policies that significantly impact First Nation Students and the WFN community.
- 2.3 WFN and the Board will foster strong relationships in support of WFN Students, primarily through the principal and staff of the school the WFN Students attend.
- 2.4 The Board and WFN agree that in order for this LEA to be effective it must set out clear expectations for First Nation Student achievement.
- 2.5 WFN and the Board will collaborate to foster an understanding of WFN culture, as well as promote cultural sensitivity for all staff.
- 2.6 WFN and the Board will work together to provide appropriate supports and services to encourage WFN Students to stay in school and to promote consideration of available Programs and services that can lead to graduation.
- 2.7 The Board and WFN will monitor the progress of WFN Students to ensure that WFN educational needs, specifically intellectual, emotional, spiritual and physical needs, are being addressed.
- 2.8 WFN and the Board will cooperate in the development of cultural training opportunities and relevant professional development for School District staff.
- 2.9 The Board, in conjunction with WFN, will provide assistance to secondary First Nation Students, regarding career counselling and methods of meeting Ministry academic requirements and standards.
- 2.10 The Board and WFN agree, in consultation with parents, to explore alternative discipline models such as restorative justice or local cultural protocols to resolve student discipline issues.

- 2.11 The Board and WFN will work in conjunction with one another when dealing with global disciplinary issues involving WFN Students.
- 2.12 The Board and WFN will cooperate to share resources and personnel, as available, to enhance student and adult learning.
- 2.13 The Board and Council will meet annually to discuss the provision of Programs to First Nation Students under this LEA, student performance information, and financial information related to this LEA.

3 BOARD RESPONSIBILITIES

- 3.1 The Board will provide, to First Nation Students, quality academic Programs in accordance with the *School Act*, equal access and opportunity, and culturally relevant Programs in accordance with the terms of this LEA.
- 3.2 The Board will work with WFN to increase awareness of *skelowh* among all students by providing for integration of *syilx* values, cultures, history and traditions. The Board will encourage and include field trips to significant locations and opportunities for active learning; in particular, those activities operated under the jurisdiction of WFN or WFN partnerships.
- 3.3 The Board will involve WFN, through the Aboriginal Education Council, in the planning and direction of the Targeted Funding provided by the Ministry for Aboriginal Education Programs, which is included in the Annual Operating Grant.
- 3.4 The Board will liaise with the Central Okanagan Teachers Association, Canadian Union of Public Employees Local 3523, and the Central Okanagan Principals and Vice-Principals Association, and will request that they extend an invitation to Sensisysten staff to participate in professional meetings, conferences, and training sessions.

- 3.5 The Board's representative will prepare and submit the Student Performance Information Document (attached hereto as Schedule C) no later than January 31st annually.
- 3.6 The Board will actively involve and ensure an awareness of this LEA by all those who play important roles in the success of WFN Students including Principals, Vice Principals and staff.
- 3.7 The Board will include *syilx* protocol at School District Aboriginal Education Program events.
- 3.8 The Board will support the inclusion of First People's Principles of Learning in the delivery of the redesigned curriculum for Kindergarten through to Grade 12.
- 3.9 The board will ensure First Nation Students feel safe at school and, when participating in extracurricular activities, feel they are in an environment free from racism, indifference, marginalization, bullying and stereotyping.
- 3.10 The Board will ensure WFN has an opportunity to have meaningful input into the Board's hiring objectives and recruitment processes for personnel that have a significant impact on WFN Students. This includes, but is not limited to, the Aboriginal District Principal, Aboriginal Advocates and others assigned to working directly with WFN Students.

4 WFN RESPONSIBILITIES

- 4.1 WFN views education as holistic and believes that the education of the WFN community is a priority and a vital component in the WFN Government Strategic Plan.
- 4.2 WFN will provide continuous, open communication with the Board's Aboriginal Education Program staff regarding student support, family

support, and any other topics related to supporting the success of First Nation Students.

- 4.3 WFN will promote the active participation and involvement of WFN parents and families in the curricular and extra-curricular education of its students.
- 4.4 The Sensisyusten Principal, the school Principals, and the Aboriginal District Principal will meet regularly to ensure smooth transitions for Sensisyusten students into the public school system.
- 4.5 WFN will provide the Board with notice of approved and proposed residential land developments on the Reserves.
- 4.6 WFN will assist the Board's Aboriginal Education Program in the delivery of culture and historical programming for schools and may, in furtherance of this objective, provide a list of cultural resource people who have the expertise and knowledge of local cultural teachings and traditions.

5 TUITION PAYMENT AND DATA COLLECTION

The Basic Education Tuition Fee payable by WFN will be calculated by multiplying the number of First Nation Students on the Nominal Roll by the amount of the Block Grant for the Board for each School Fiscal Year, subject to the adjustments in Section 5.4 and 5.6 of this LEA.

5.1 The Nominal Roll will be:

- a. Certified by the Secretary Treasurer of the Board, or such other person designated by the Board; and
- b. Certified by the WFN Education Services Manager, or such other person designated by WFN.

5.2 For the purpose of student data collection:

- a. WFN will take responsibility in collaboration with school Aboriginal Advocates and school administrators for the Nominal Roll data collection process;
- b. The Board will take responsibility for the Form 1701;
- c. The parties will work together to maintain the integrity of the data collected; and
- d. The Board will track Nominal Roll students that drop out for the purpose of data collection sharing.

5.3 Until such time as the final Block Grant adjustment for the School Fiscal Year has been determined by the Ministry, the Basic Education Tuition Fee will be calculated based upon the estimated Block Grant for the School Fiscal Year as established by the Board. When the Ministry determines the final Block Grant for the School Fiscal Year, the Board will adjust its invoice for the next installment, taking into account the change in the Block Grant.

5.4 In February of each School Fiscal Year, WFN and the Board will determine the number of First Nation Students who transferred between a Board School and Sensisystem from October 1 to January 31. For each First Nation Student who transferred from a Board School to Sensisystem during that period, the Basic Education Tuition Fee will be decreased, and for each First Nation Student who transferred from Sensisystem to a Board School, the Basic Education Tuition Fee will be increased. The amount of the increase or decrease will be based on the following:

- The pro-rated part of the Block Grant for each FTE Student, calculated from the 15th of the month the FTE Student transferred to the end of the School Fiscal Year; or, the next data collection period for the purpose of adjusting school grants, whichever is earliest.

- 5.5 The Board will invoice WFN for the Basic Education Tuition Fee as calculated in accordance with Section 5 of this LEA, which is to be paid in quarterly installments.
- 5.6 In the event of a Board School closure due to a labour dispute, the Basic Education Tuition Fee will be equitably adjusted by way of an agreement made in writing by both parties. Any adjustment will take into consideration the number of days of Board School closure and adjustments in funding made by funding sources to WFN and the Board. The parties acknowledge and agree that neither WFN nor the Board should benefit financially from a Board School closure.

6 DATES AND TERMS OF THIS AGREEMENT

- 6.1 The term of this LEA will commence upon signing and terminate on June 30, 2021.
- 6.2 If discussions for a renewal agreement are not concluded at the expiration of this LEA and negotiations are continued, this LEA shall remain in effect until such a time as a subsequent agreement is reached, or until negotiations are discontinued by either party.
- 6.3 Notwithstanding Section 6.1, this LEA may be terminated by either party by serving ninety (90) days written notice to the other in accordance with Section 9 of this LEA.
- 6.4 Both parties to this LEA may together, by mutual agreement, amend or terminate this LEA.

7 DEFAULT

- 7.1 If there is a default under the terms of this LEA, save and except a default

under 7.2, the party not in default may, if the default has not been cured or commenced to be cured within thirty (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 provisions under Section 8 of this LEA.

- 7.2 The parties acknowledge that the monies and resources that are part of this LEA are dependent upon third parties. In the event that the third parties default on their payment to WFN or the Board, WFN or the Board, or both, will be released of all obligations under this LEA.

8 DISPUTE RESOLUTION

- 8.1 WFN and the Board will attempt to settle any disputes arising out of this LEA in good faith before referring the matter to the Dispute Resolution Committee ("the Committee").
- 8.2 The Committee will consist of three (3) representatives designated by WFN and three (3) representatives designated by the Board, who were not party to the drafting of this LEA, and may involve a mutually agreed upon mediator. The chair of the Committee will be a mutually agreed upon third party and will establish the procedure and conduct of the meetings. During the proceeding, the Committee may consult with parties who were involved in the drafting of this LEA, or other members of the respective organizations.
- 8.3 The Committee shall mediate problems and concerns related to the implementation of this LEA.
- 8.4 All proceedings before the Committee will be informal. When a dispute is under consideration by the Committee, the Committee will determine the manner in which the parties will proceed to carry out their respective obligations under this LEA until the dispute is resolved. No formal rules of evidence will apply to the proceedings of the Committee; however,

established legal procedure and evidentiary rules may be used as a guide in conducting the proceedings.

- 8.5 Proceedings of the Committee will not be open to the public.
- 8.6 The Committee will render a written decision within ten (10) business days of the conclusion of its proceedings. The Committee will not be required to provide written reasons for the decision.
- 8.7 In the event that the Committee is unable to resolve a dispute, any issue in dispute shall be referred to Council, or Council's designated representative, and the Board, or the Board's designated representative, for their consideration and possible resolution of the dispute.
- 8.8 In the event Council, or Council's designated representative, and the Board, or the Board's designated representative, are unable to resolve the dispute, it is agreed that the dispute will be referred to arbitration pursuant to the *Arbitration Act*, RSBC 1996, Chapter 55, for a decision that shall be final and binding upon the parties.
- 8.9 The arbitration shall be held at a neutral, mutually agreed upon location in Kelowna, British Columbia. WFN and the Board agree that all costs associated with dispute resolution under Section 8 will be shared equally.

9 NOTICES

- 9.1 Any notice, claim, consent, waiver, statement or other document or payment that either party may require or may desire to give or deliver to the other will be conclusively deemed validly given or delivered or to be received by the addressee, if delivered personally on the day of delivery, or if mailed, on the third business day after the mailing of the same in Canada by registered mail addressed:

If to WFN:

Chief and Council
Westbank First Nation
#301 – 515 Highway 97 South
Kelowna, B.C. V1Z 3J2

If to the Board:

Central Okanagan Board of Education
1940 Underhill Street
Kelowna, B.C. V1X 5X7

WFN or the Board may from time to time, give to the other written notice of any change of address of the party giving such notice and from and after the giving of such notice the address therein specified will, for the purposes of this LEA, be conclusively deemed to be the address of the party giving the notice.

10 REFERENCES

- 10.1 Every reference to WFN will include Council, its administrators, successors and assigns, and any person designated by WFN to act for or on its behalf, with respect to any provision of this LEA.
- 10.2 Every reference to the Board will include the Trustees of the Board, its administrators, successors and assigns, and any person designated by the Board to act for or on its behalf, with respect to any provision of this LEA.

11 GENERAL

- 11.1 This LEA will be governed by and construed in accordance with the applicable laws of the Province of British Columbia and Canada.
- 11.2 This LEA will enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

DEFINITIONS:

For the purposes of this Agreement the following definitions will apply:

"Aboriginal Advocate" means an individual who supports Aboriginal students (emotionally, socially, academically, and/or behaviourally) to ensure that all Aboriginal students realize their potential.

"Aboriginal District Principal" means an individual who is responsible for fostering Aboriginal student success in each of the four directions of the Medicine Wheel (Social/Emotional, Spiritual, Physical, and Intellectual) and implementing the current Aboriginal Education Enhancement Agreement between the Central Okanagan School District, the Aboriginal Council, and the Ministry of Education.

"Aboriginal Education Council" means members representing local First Nation Bands or Aboriginal organizations and School District staff represents **Aboriginal** interests in the design, implementation, and assessment of programs and services that will improve the school experience and academic achievement of Aboriginal students

"Aboriginal Education Program" means program activities provided to support the learning of First Nation Students enrolled in public education in the School District.

"Basic Education Tuition Fee" means a tuition fee payable by WFN to the Board for the provision of services by the Board under this LEA.

"Block Grant" means the average per student allocation received by the Board from the Province of British Columbia for the education of students in the School District through the funding allocation system.

"Board School" means a school operated by the Board according to Section 73 of the *School Act*.

"Council" means the duly elected Chief and Council of WFN.

"First Nation Student" means a person registered as an Indian in accordance with the *Indian Act* who is of school age, resides on one of the Reserves, and is enrolled in a school operated by the Board or WFN.

"First Peoples Principles of Learning" means principles of learning reflective of First Peoples pedagogy, and, as defined by the First Nations Education Steering Committee (FNESC) are those principles affirmed within First Peoples communities and reflected in the development of all K-12 curriculum and assessment.

"Form 1701" means a Student Data Collection report submitted by the Board to the Ministry of Education verifying student enrollment, designation and unique needs.

"FTE Student" means a full time equivalent student who is:

- (a) A First Nation Student who is enrolled in a public School in the School District; or
- (b) An adult learner who is a WFN member and is in full-time attendance in an Educational Program in the School District recognized by the Board, the Ministry and WFN.

"Ministry" means the Ministry of Education of the Province of British Columbia.

"Nominal Roll" means a list of First Nation Students enrolled in a Board School as of September 30 of a School Fiscal Year, and approved by WFN. The Nominal

Roll does not change even if one or more First Nation Students withdraws from, or is-excluded from, a Program after September 30.

"Programs" means a planned and organized set of learning activities that is designed to enable learners to develop their individual potential and to acquire the knowledge, skills and attitudes needed to contribute to a healthy society and a sustainable economy, along with a quality academic and culturally relevant education. These can included, but are not limited to, the following programs: regular; alternate; Adult Basic Education; Pathfinder; English as a Second Language; Resource Room; Learning Assistance; and any other program established under the *School Act* during the term of this LEA.

"Reserves" means those lands that fall within the boundary of the School District and that are WFN Lands as defined in the *WFN Self-Government Agreement*, including but not limited to Mission Creek Indian Reserve No. 8, Tsinstikeptum Indian Reserves Nos. 9 and 10, Medicine Hill Indian Reserve No. 11 and Medicine Creek Indian Reserve No. 12.

"School District" means the area constituted under the *School Act* as School District No. 23 (Central Okanagan).

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

"Self-Government Agreement" means the *Self-Government Agreement* between the Government of Canada and WFN, which came into effect on the 1st day of April, 2005.

"Sensisyusten" is an Independent School operated under WFN and is located at 1920 Quail Lane, Westbank, BC, on Tsinstikeptum Indian Reserve No. 9.

"skelowh" means "Aboriginal people" in Okanagan.

"syilx" means People of the Okanagan Territory.

"Westbank First Nation Education Services Manager" is the person designated by Council to represent WFN on education matters and is responsible to liaise with the Board personnel.

"WFN Student" means a person registered as a First Nation in accordance with the *Indian Act* and is registered under WFN Membership who is of school age, resides on one of the Reserves, enrolled in a school operated by the Board or WFN.

SIGNED, SEALED AND DELIVERED on)
behalf of WFN, pursuant to the consent)
of a majority of the Council present at a)
duly convened Council meeting on // the)
day of April in the presence of:)

301 – 515 Highway 97 South
Kelowna, BC V1Z 3J2

Councillor

Central Okanagan District
Witness Address (SD23)

Secretary-Treasurer

SCHEDULE 'C'

Student Performance Information

The Board representative and the WFN Education Services Manager will assist in preparing an annual report on the provision of an Educational Program to First Nation students under this Agreement and to present the report to the WFN and the Board. The annual report will include details of each school year, such as:

- Grade to Grade Transition rates from K-12;
- Number of K-6 students fully meeting/exceeding expectations in reading, writing and numeracy;
- Course completion of middle and secondary courses; and,
- Graduation Rate for School Completion Certification or Dogwood Diploma completion.
- Attendance rates and decreased tardiness rates for WFN students;
- Suspension rates for WFN students; and,
- Satisfaction Survey results.
- Course offerings in Okanagan Language program in elementary, middle, and secondary schools;
- Course offering in English 12 First Peoples;
- WFN enrollment in First Nation Studies 12;
- WFN enrollment in MBSS' First Nation Art Studio 12; and,
- Report from Aboriginal Education Program Cultural Facilitator regarding elementary and middle school cultural opportunities.

Ensuring Protection of Privacy (Ministry of Education)

Under legislation, a public body may disclose personal information for research or statistical purposes. Protection of privacy, however, must be ensured when data is reported.

To prevent the possibility of associating statistical data with any identifiable individual, when reporting personal information, numbers or percentages are suppressed if they are elements of a population that are less than ten. Particularly when working with very small population numbers, care is taken to suppress (mask) identifying information when reporting aggregated data.

This policy applies to all school, district ministry staff involved with reporting personal information and any other organization reporting information provided by the ministry.

Part 3, Division 2 of the Freedom of Information and Protection of Privacy Act sets out the use and disclosure of personal information by public bodies and disclosure for research or statistical purposes.