

**LOCAL EDUCATION AGREEMENT
2022-2027**

stqa?tx^w†n'iwt sqilx^w
Westbank First Nation

And

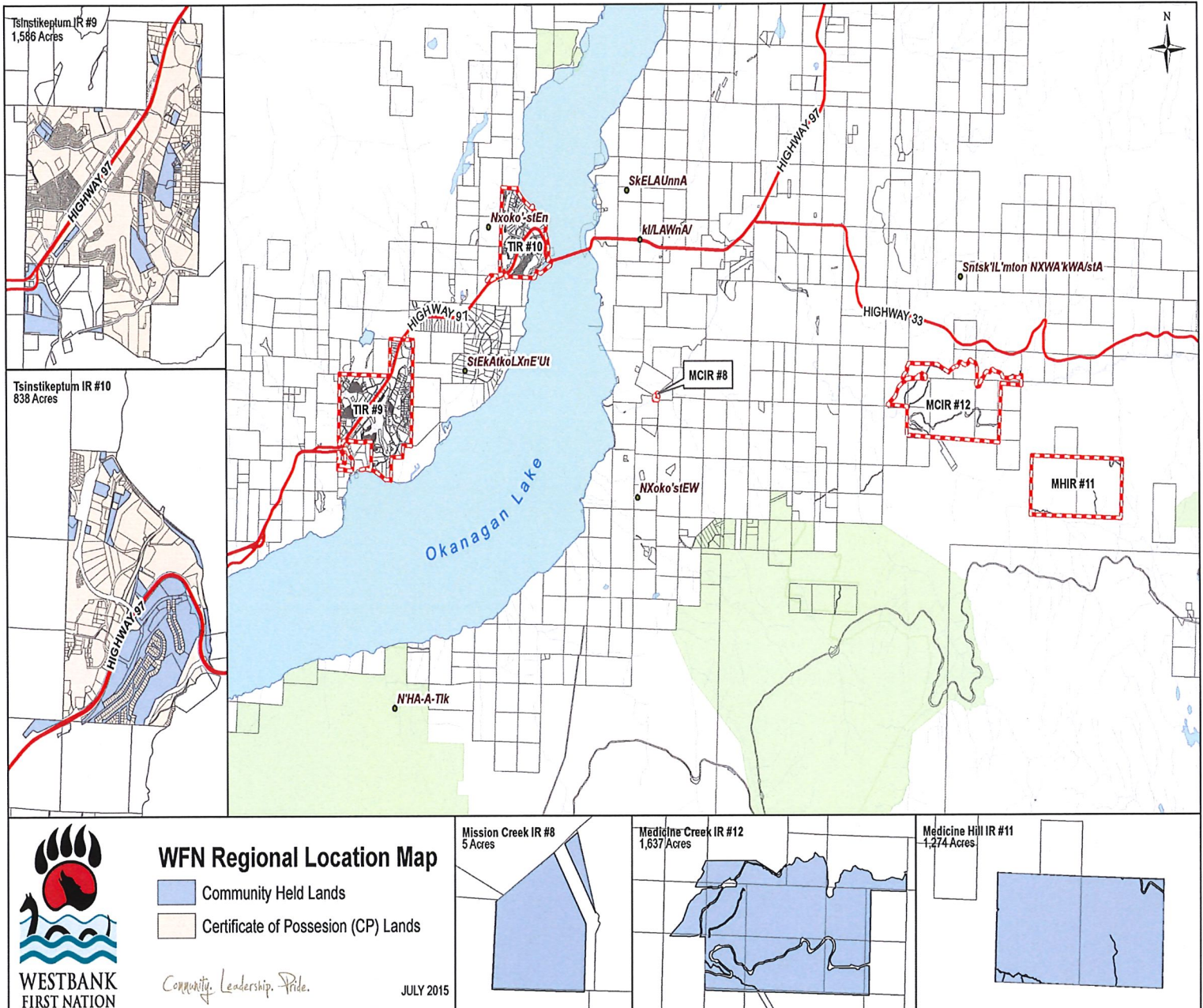
*Central Okanagan Public Schools
School District No. 23 (Central Okanagan)*



Introduction

Westbank First Nation and the Board of Education believe that the negotiation and adoption of a Local Education Agreement provides a significant opportunity to come together to focus on ways to improve educational outcomes for Westbank First Nation students while fostering the relationship necessary to accomplish mutual goals. This Local Education Agreement is the eighth signed Agreement, reflecting equitable opportunities to respond to the unique needs of WFN students and families.

This Local Education Agreement was co-written, between WFN and the Board of Education, on the unceded Traditional Territory of the Okanagan (syilx) people.



Local Education Agreements (LEAs) are an important mechanism to increase accountability and to promote and achieve effective working relationships between First Nations and local boards of education, enabling them to work collaboratively to support First Nation students.

Chief Saskatoon Berry, siya?
Represents the community. All the different individual families of the community are represented in the individual shoots, leaves and berries of a Saskatoon bush.

CURRENT Local Education Agreement
Signed June 27, 2022

Seventh Local Education Agreement
Signed April 11, 2016

Sixth Local Education Agreement
Signed November 29, 2010

Fifth Local Education Agreement
Signed July 10, 2006

Fourth Local Education Agreement
Signed April 30, 2002

Third Local Education Agreement
Signed June 21, 1996

Second Local Education Agreement
Signed June 9, 1993

First Local Education Agreement
Signed July, 8, 1992

**Local Education Agreement between Westbank First Nation
and School District No. 23 (Central Okanagan)**

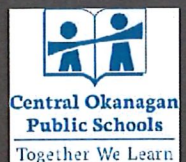
"Guided by the Past

Invigorated by the Present

Providing for the Future"



Learn more at:
wfn.ca/siya/education.htm



**Central Okanagan
Public Schools**
Together We Learn

LOCAL EDUCATION AGREEMENT

This agreement is made this 27 day of June, 2022.

BETWEEN:

stqa?tx^w4n'iwt sqilx^w
WESTBANK FIRST NATION,
as represented by its duly elected
ilmix^wəm na? səx^wk^wina?mam
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 1040 Hollywood Road South,
Kelowna, British Columbia, V1X 4N2

(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 acknowledges that Central Okanagan Public Schools are on the unceded, Traditional Territory of the Okanagan syilx People and recognize WFN as 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.

Subject to the provisions of section 86(3)(a) of the *School Act*, the Board and WFN recognize that a local education agreement (LEA) will provide WFN greater participation and influence in all aspects of the education of WFN students attending the Board's schools.

- E. The Board and WFN support the goals of the District's [Equity in Action for Truth and Reconciliation Agreement](#) to provide equitable opportunities for WFN students.
- F. The Board and WFN agree 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 importance of WFN and the Board working together for the success of WFN students.

1. SHARED BELIEFS

We believe:

- a. It is important to counter the racism of low expectations to ensure the intentional and unintentional streaming or marginalization of WFN students is not tolerated;
- b. Equity empowers each learner to thrive holistically. We also believe that each learner achieves excellence in learning when they have the confidence, skills, and competencies to pursue their passions and strengths;
- c. WFN students have an inherent right to a quality education which reflects, respects and complements nsyilxcen language, culture and tradition; and
- d. WFN students should have voice and choice in their learning and have opportunities for leadership in their schools and communities.

2. SHARED RESPONSIBILITIES

- 2.1 The education of WFN students is a shared responsibility between the student, parent(s), guardian(s), family, community, staff, schools and the School District.
- 2.2 WFN and the Board will support and encourage the active participation and involvement of WFN parents and families in public schools.
- 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 WFN and the Board will assess the progress of WFN students to ensure that each WFN student's educational needs, specifically intellectual, emotional, spiritual, and physical, are being addressed.
- 2.5 WFN and the Board will establish a community-based table, including representatives from WFN and the Board, to align services and supports to meet the needs of WFN priority students. Terms of Reference for the community-based table will be jointly developed within ninety (90) days of the start of the 2022/2023 school year.
- 2.6 WFN and the Board agree, in consultation with parents/guardians, to implement culturally responsive interventions to resolve student discipline issues involving WFN students.
- 2.7 The sensisyusten principal, the school principals, and the District Principal of Indigenous Education and/or designate will meet during the year and on an emergent basis, as needed, to ensure successful transfers for sensisyusten students entering into the public school system, returning to sensisyusten, or transitioning to a middle school the following year.
- 2.8 The sensisyusten principal, the middle school principals, the District Principal of Indigenous Education and/or designate, and the school-based Indigenous Student Advocates will collaborate at the beginning of each school year to establish a year-long transition plan to support students transitioning to a middle school the following year.
- 2.9 The Board, in conjunction with WFN, will provide assistance to middle/secondary WFN students, regarding career counselling and options for meeting graduation requirements to support a range of pathways to post-secondary education or employment.

- 2.10 WFN and the Board will collaborate to foster an understanding of syilx culture, as well as promote cultural humility for all staff.
- 2.11 WFN and the Board will cooperate to share resources and personnel, as available, to enhance student learning, staff professional development, and parent/family workshops.
- 2.12 The Board and Council will meet annually to discuss the equitable opportunities for WFN students under this LEA, student performance information, and financial information related to this LEA.
- 2.13 WFN and the Board agree that in order for this LEA to be effective it must set out clear expectations for WFN student achievement.

3. BOARD RESPONSIBILITIES

- 3.1 The Board will provide, to WFN students, quality educational programs in accordance with the *School Act*, equitable 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 the infusion of syilx values, cultures, history and traditions through field studies and opportunities for land-based learning.
- 3.3 The Board will involve WFN, through the Indigenous Education Council, in the planning and direction of the Targeted Funding provided by the Ministry for Indigenous Education Programs, which is included in the Annual Operating Grant.
- 3.4 The Board's representative 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 connect the Principal of Sensisysten with the Westside Family of Administrators to strengthen relationships and engage in ongoing professional learning opportunities.
- 3.6 The Board's representative will prepare a bi-annual report on the progress of achieving the goals within the LEA.

- 3.7 The Board's representative will prepare an annual learning update reflecting the progress and achievement of WFN students.
- 3.8 The Board's representative 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.
- 3.9 The Board will include syilx protocol at School District Indigenous Education Program events.
- 3.10 The Board expects the inclusion of First Peoples Principles of Learning in the delivery of the redesigned curriculum for kindergarten through to grade 12.
- 3.11 The Board will ensure WFN has meaningful input into the Board's hiring objectives for the District Principal of Indigenous Education and District Vice-Principal of Indigenous Education.

4. WFN RESPONSIBILITIES

- 4.1 WFN will provide continuous, open communication with representatives of the Board regarding student support, family support, and any other topics related to enhancing the education success of WFN students.
- 4.2 WFN will provide the Board with notice of approved and proposed residential land developments on the Reserves.
- 4.3 WFN will assist the Board's Indigenous Education Department in the delivery of cultural programming for schools by providing a list of local knowledge keepers.
- 4.4 WFN will guide the Board's Indigenous Education Department in honouring syilx protocols and language at District and school events.

5. STUDENT DATA COLLECTION

5.1 For the purpose of student data collection:

- a. WFN will take responsibility in collaboration with school Indigenous Student Advocates, school secretaries, and school administrators for the Nominal Roll data collection process;
- b. The Board will take the responsibility for completing Form 1701: Student Data Collection; and,
- c. The Board will track Nominal Roll students that drop out for the purpose of data collection sharing.

6. TUITION FEE

The Basic Education Tuition Fee payable by WFN will be calculated by multiplying the number of funded full-time equivalent (FTE) WFN students on the Nominal Roll by the First Nation Student Rate provided by the Ministry, subject to the adjustments in Section 6.3 and 6.5 of this LEA.

6.1 The Nominal Roll will be:

- a. Certified by the Secretary-Treasurer/CFO 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.

6.2 The Basic Education Tuition Fee for the first installment invoice will be calculated based upon the prior year's First Nation Student Rate provided by the Ministry. When the Ministry finalizes the First Nation Student Rate (January each year), the Board will adjust the next installment invoices, taking into account the change to the First Nation Student Rate provided.

6.3 In February of each school year, WFN and the Board will determine the number of WFN students who transferred between a Board school and sensisyusten from October 1 to January 31. For each WFN Student who transferred between a Board

school to sensisysten during that period, the Basic Education Tuition Fee will be adjusted accordingly on a monthly prorated basis.

- 6.4 The Board will invoice WFN for the Basic Education Tuition Fee as calculated in accordance with Section 6 of this LEA, which is to be paid in quarterly installments.
- 6.5 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 any adjustments to the First Nation Student Rate provided by the Ministry. The parties acknowledge and agree that neither WFN nor the Board should benefit financially from a Board school closure.

7. DATES AND TERMS OF THIS AGREEMENT

- 7.1 The term of this LEA will commence upon signing and terminate on June 30, 2027.
- 7.2 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.
- 7.3 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.
- 7.4 Both parties to this LEA may together, by mutual agreement, amend or terminate this LEA.

8. IMPLEMENTATION, MONITORING, REVIEW: LEA OVERSIGHT TEAM

- 8.1 WFN and the Board establish a joint LEA Oversight Team responsible for overseeing the implementation of this Agreement, with representation from WFN, the Board, and each school at which WFN students attend.

- 8.2 WFN and the Board jointly develop Terms of Reference for the LEA Oversight Team within ninety (90) days of the start of the 2022/2023 school year, which will become a schedule to this Agreement, and will include:
- a. The membership of the LEA Oversight Team.
 - b. The roles and responsibilities of the LEA Oversight Team (e.g. managing the implementation of this Agreement, including delegating tasks as appropriate).
 - c. The measures to monitor WFN student learning in relation to intellectual, social emotional, spiritual, and physical growth and well-being.

9. DEFAULT

- 9.1 If there is a default under the terms of this LEA, save and except a default under 9.2, 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 10 of this LEA.
- 9.2 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.

10. DISPUTE RESOLUTION

- 10.1 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").
- 10.2 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.

- 10.3 The Committee shall mediate problems and concerns related to the implementation of this LEA.
- 10.4 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.
- 10.5 Proceedings of the Committee will not be open to the public.
- 10.6 The Committee will render a written decision within thirty (30) business days of the conclusion of its proceedings. The Committee will not be required to provide written reasons for the decision.
- 10.7 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.
- 10.8 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*, SBC 2020, c 2, for a decision that shall be final and binding upon the parties.
- 10.9 The arbitration shall be held at a neutral, mutually agreed upon location in the Central Okanagan. WFN and the Board agree that all costs associated with dispute resolution under Section 8 will be shared equally.

11. NOTICES

- 11.1 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 Administration Officer
Westbank First Nation
#301 – 515 Highway 97 South
Kelowna, B.C. V1Z 3J2

If to the Board:

Central Okanagan Board of Education
1040 Hollywood Road South
Kelowna, B.C. V1X 4N2

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.

12. REFERENCES

- 12.1 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.
- 12.2 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.

13. GENERAL

- 13.1 This LEA will be governed by and construed in accordance with the applicable laws of the Province of British Columbia and Canada.
- 13.2 This LEA will ensure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
- 13.3 This LEA was drafted by the following representatives of WFN and the Board:

Westbank First Nation

Christopher Alexander, Education Resource Coordinator
Denise Clough, Senior Manager of Education and Social Development
Wes Malo, Principal of sensisyusten House of Learning

Central Okanagan Public Schools

Terry Beaudry, Deputy Superintendent of Schools
Delta Carmichael, Secretary-Treasurer/CFO
Raquel Steen, Assistant Superintendent

DEFINITIONS:

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

“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.

“Board” means Central Okanagan Board of Education.

“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.

“Cultural Humility” means a lifelong process of self-reflection and self-critique whereby the individual not only learns about another's culture, but one starts with an examination of her/his own beliefs and cultural identities (Tervalon & Murray-Garcia, 1998)

“District Principal of Indigenous Education” means an individual who is responsible for fostering Indigenous student success (emotionally, spiritually, physically, and intellectually) and implementing the current Equity in Action Agreement for Truth and Reconciliation (2020-2025). between the Central Okanagan School District, the Indigenous Education Council, and the Ministry of Education and Child Care.

“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 and Child Care 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.

“Indigenous Education Council” means members representing local First Nation Bands or Aboriginal organizations and School District staff and 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.

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

“Indigenous Student Advocate” means an individual who supports Indigenous students (emotionally, spiritually, physically, and intellectually) to ensure that all Indigenous students are empowered to thrive, holistically.

“Ministry” means the Ministry of Education and Child Care 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.

“Priority student” means a student who has been identified as finding learning more challenging based on the following factors: not meeting learning outcomes, significant absence from school, not transitioning to the next grade, failing courses, behaviour issues, under suspension, not a grade level and/or is a child in care.

“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 include, 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 on the nominal roll.

WFN and the Board recognize that the signing of this LEA is a step consistent with the Province of British Columbia's implementation of the UN Declaration, as well as the Truth and Reconciliation Commission (TRC) [Calls to Action](#) for reconciliation. In addition, WFN and the Board agree that this approach intends to follow British Columbia's *Draft Principles that Guide the Province of British Columbia's Relationship with Indigenous Peoples*.

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

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 27 day of June in the)
presence of:)



Witness Signature

Jessica Libio

Witness Name (Print)

3-1964 Falcon Ln Westbank

Witness Address

Chief



Councillor



Councillor



Councillor

Councillor

SIGNED, SEALED AND DELIVERED by the Board)
of Education on the 27 day of June, 2022)
in the presence of:)



Witness Signature

Jim Bauer

Witness Name (Print)

515 Highway 97 S Kelowna

Witness Address



Board Chair



Secretary-Treasurer/CFO