

LOCAL TUITION AGREEMENT

BETWEEN

**THE BOARD OF SCHOOL TRUSTEES OF
SCHOOL DISTRICT NO. 87 (STIKINE)**

AND

Daylu Dena Council

September 2003

LOCAL TUITION AGREEMENT

This agreement made as of the _____ day of _____, 2004.

BETWEEN:

THE BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT NO. 87 (STIKINE)

(hereinafter referred to as the "Board")

AND:

Daylu Dena Council

(hereinafter referred to as the "First Nation")

WHEREAS:

- A. Section 175 (5) (b) of the School Act provides for agreements with Canada for the education of Indian or other children for whose education Canada assumes responsibility;
- B. The Daylu Dena Council is the authorized agent for the purpose of entering into an agreement for the education of First Nations children;
- C. The Board operates schools in the Province of British Columbia;
- D. The Daylu Dena Council wishes to enroll First Nations students in schools operated by the Board;
- E. The Daylu Dena Council wishes to have their children provided with an educational program that includes the teaching of Kaska language and culture;
- F. The Daylu Dena Council and the Board wish to enter into an agreement for educational services to be provided by the Board to the Council's children;
- G. The Daylu Dena Council and the Board wish to enter into an agreement concerning the payment by the First Nation to the Board for educational services;
- H. The Daylu Dena Council and the Board wish to strive toward parity between First Nations students and non-First Nations students in education.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. INTERPRETATION

"Educational Program" means an organized set of learning activities that, in the opinion of the Board, and the First Nation, 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 sustainable economy. It also includes giving individuals the ability to make informed choices in where, and how, they want to live.

"Native Programs", or "First Nations Programs", means an organized set of learning activities that, in the opinion of the Board, and the First Nation, is designed to enable learners to become more aware of the world from a First Nations perspective.

"Indian, Native, or First Nations student" means a status Indian ordinarily residing on reserve or federal crown land within the boundaries of the Board who is a member of the Band and who is enrolled in a school operated by the Board.

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

2. STATEMENT OF INTENTION

2.1 It is the intention of the parties:

2.1.1 that the Board provide the services outlined in Article 3 in return for the First Nation providing payment of the tuition fee set out in Article 4 and 5 and the services set out in Article 4;

2.1.2 that the First Nation may negotiate with the Board for services and programs in addition to those outlined in this Agreement on a fee for services

basis to be paid by the First Nation; that the parties support and provide for the development of bilingual and bicultural education which allows First Nations students to participate in the Kaska culture and the culture of Canada as a whole.

3. BOARD'S OBLIGATIONS

- 3.1 The Board agrees to enroll and provide to First Nations students an Educational Program in accordance with the School Act and Regulations and orders there under, as amended from time to time.
- 3.2 The Board agrees to provide parity to access and opportunity to First Nations students in a manner consistent with Board practices for all students enrolled in Educational Programs in the School District and to continue to work toward parity of success in educational programs for First Nations students.
- 3.3 The Board agrees that any local curriculum changes must be done in consultation with the First Nation or their representatives and any Ministry dictated curriculum be expanded if so desired.
- 3.4 The Board agrees to integrate in appropriate places in the curriculum material which the Board considers, after consultation with the First Nation, promotes an understanding and appreciation for the history, culture and language of the Kaska.
- 3.5 The Board will continue to develop, in consultation with the First Nation, specific Kaska learning resources for First Nations programs for all grades.
- 3.6 The Board, while following Ministry policies with respect to Special Education, agrees to the following:
 - 3.6.1 A letter from the school will be sent to the Daylu Dena Council, or representatives, listing the students

designated by the school as special needs. This letter will be sent after assessments have been completed;

- 3.6.2 First Nation may become involved with a specific student's program only after consent from the student's parents or guardians;
- 3.6.3 Students who are above grade level must also be addressed in a similar manner as any other special education student
- 3.7 The Board agrees to develop Alternate Education Programs or other programs in consultation with the Daylu Dena Council, when and if required.
 - 3.7.1 The intent of the Alternate Program is to provide Educational, Work, and Life experiences for those students, who in the opinion of the Board, parents and First Nation, will likely not graduate from a regular program of studies.
 - 3.7.2 Students who fit the described profile will be identified, the parents and local band notified, and a program of studies jointly planned so as to help the student achieve skills that will help him/her to succeed in finding and holding a job.
- 3.8 The Board agrees, in consultation with the Daylu Dena Council, to promote programs of self-awareness in Denetia School.
- 3.9 The Board, in consultation with the Daylu Dena Council, agrees to fund interested students to visit Native and non-Native colleges and other programs that might assist students in making informed educational decisions.
- 3.10 The Board will assist First Nations students who wish to pursue culturally relevant activities elsewhere in Canada.

- 3.11 The Board agrees to encourage Denetia School to offer a more comprehensive extra-curricular program.
- 3.12 The Board will encourage Denetia School to develop its discipline policies in consultation with First Nation representatives and the parents of the students attending Denetia School.
- 3.13 The Board agrees to participate with the First Nation in the selection and training of personnel associated with the delivery of First Nations programs.
- 3.14 The Board, in consultation with Daylu Dena Council, will organize regular in-service activities for teachers and support workers who are involved in the education of First Nations students.
- 3.15 The Board agrees to invite a First Nation representative to sit on any committee involved in hiring district educational personnel.
- 3.16 The Board agrees, in conjunction with Daylu Dena Council to develop and implement a plan for the integration of First Nations education programs in the regular curriculum. This will include assessing the needs of First Nations students with respect to:
 - a. The number of First Nations Education Workers;
 - b. First Nations Language and Cultural Programs;
 - c. development and coordination of locally based curriculum;
 - d. coordination of various agencies to better meet social needs of First Nations students;
 - e. support base for First Nations students;

To assist in accomplishing this, the Board may employ a Coordinator, such as a District Principal or Director, who shall be responsible for ensuring delivery of First Nations education programs for all First Nations in the District. In the absence of

a coordinator the Superintendent shall assume such responsibility.

- 3.17 The Board agrees to assist with certification of First Nations Language Instructors through the College of Teachers to ensure that instructors have knowledge, skills and attitudes appropriate to First Nations instruction and to explore with the instructors, and First Nation, a language training program.
- 3.18 The Board agrees to assist each First Nations support worker to develop an individual career plan in order to allow them to do their job as professionally as possible.
- 3.19 The Board shall produce a quarterly newsletter, in consultation with the First Nation, to keep teachers and parents informed of matters relating to education in First Nations history, culture, and language. Should the district produce a newsletter, on a regular basis, issues relating to First Nations history, culture, language, and what the district is doing with respect to First Nations issues must be included.
- 3.20 The Board will include a statement on First Nations programs as part of its annual report respecting the general effectiveness of its educational programs, and ensure its delivery to First Nation communities.

4. THE FIRST NATION'S OBLIGATIONS

- 4.1 The First Nation will pay to the Board a tuition fee as set out in Article 5.
- 4.2 The First Nation, and the Board, agree to foster the importance of education within the homes of members of the Band represented by the First Nation.
 - 4.2.1 The Daylu Dena Council agrees to assist with transportation for parent/teacher interviews, special events, and extra curricular activities.

- 4.2.2 The Daylu Dena Council agrees to provide access to Denetia School to Council newsletters and publications in order that the school may promote educational programs.
- 4.2.3 The Daylu Dena Council will assign a designated employee, beginning September 1, 2003, to promote and inform parents of school programs and events.
- 4.2.4 The designated employee after consultation with the Denetia School Principal will publish a monthly newsletter on events and programs involving First Nation students. The first newsletter will be published October 1, 2004.
- 4.3 The First Nation, and the Board, agree to promote the active participation and involvement of First Nations parents and other members of the Band in the education of their children.
- 4.4 The First Nation agrees to provide the Board with a list of resource people having expertise in Kaska cultural, educational and governmental issues, and their availability, by September 1, 2004
- 4.5 The First Nation agrees to participate as equal partners, with the Board, in educating First Nations students that belong to the Band.
 - 4.5.1 The First Nation, or designates, will meet with the Superintendent, or designate, and with the principal of Denetia School, on a regular basis to discuss issues concerning the education of First Nations students. Meetings will be held once every two months starting September 2004.
 - 4.5.2 Other people may be invited to participate in order to better meet the needs of the students.
 - 4.5.3 The first meeting following the signing of this Agreement will be held in Lower Post in May 2004.

4.5.4 There will be at least five such meetings held in each school year.

4.5.5 It is the responsibility of the First Nation, and the Board, to encourage parents, and students, to attend these meetings.

5. TUITION FEES

5.1 Subject to this section, the First Nation shall pay to the Board a portion of the annual tuition fee as described in Section 5.7, for each First Nation student enrolled in the School District as of September 30 of each School Year.

5.2 A First Nations student enrolled in the School District as of September 30 of a School Year shall be deemed to be in attendance for the entire School Year. Should a student drop-out efforts must be undertaken (See Article 3.7) to have them return to school. Any student enrolled after September 30, is entitled to attend school in the district.

5.3 The tuition fee shall be calculated based on attendance for a full School Year, provided that partial fees may be charged for part-time programs as approved by the Superintendent of Schools in consultation with the First Nation, and in such cases, payment is due within thirty (30) days of receipt by the First Nation of written notification by the Board of the amount of partial fees payable to the Board.

5.4 The amount of the annual tuition fee for each First Nations student shall be the amount determined by the Ministry of Education as the final re-calculation of the per pupil funds for the Board plus any amount determined through a successful referendum divided on a per pupil basis.

5.5 The estimated total of the annual tuition fees payable to the Board by the First Nation for a School Year shall be determined by April 15 of the preceding year and adjusted on October 15 of that year to reflect actual enrollment figures.

- 5.6 September 30 enrollment figures shall be:
 - 5.6.1 certified by the Board, and/or its representatives, and
 - 5.6.2 certified by the First Nation, and/or its representatives.
- 5.7. The total tuition fees payable each school year of this Agreement shall be paid by the First Nation to the Board according to the following schedule:
 - 5.7.1 40% on or before October 31
 - 5.7.2 20% on or before March 31
 - 5.7.3 40% on or before May 1
 - 5.7.4 It is acknowledged that payment schedules depend upon when funds are received from the Federal Government. Should there be changes, an appendix to this agreement will outline future payments.
- 5.8 In the event of a strike or lockout, funds will be returned to the First Nation or payment will be reduced, equal to the amount withheld or reduced by the Ministry of Education, or the Federal Government.

6. TERMS

- 6.1 This agreement shall come into force on September 1, 2003 and, subject to Section 8.0, shall continue in force for two school Years expiring June 30, 2005, unless renewed by the parties in accordance with Article 6.2.

- 6.2 Either party may initiate an extension, modification, or termination of this agreement by providing the other party with a written notice of intent prior to April 1 of any school year.
- 6.3 Where notice is given under section 6.2, this Agreement will terminate on June 30 following the date notice is given. The parties will remain obligated to each other in that the First Nation shall pay to the Board the balance of the annual tuition fees owing to the Board by the First Nation for the remainder of the school year in which notice is given and the Board must continue to operate in the spirit intended by this agreement.

7. RE-NEGOTIATION

- 7.1 Any change in the present method of allocating the tuition fee by the Ministry of Education to the Board, or the Federal Government to the Band, may necessitate renegotiation of this Agreement.
- 7.2 If either party feels the Terms and Conditions of this agreement are not being met, a meeting must be held to discuss the concerns. If the problems can not be resolved the dispute will go to binding arbitration and be resolved within 30 days of going to arbitration.

8. NOTICES

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

Daylu Dena Council
Box 10
Lower Post, British Columbia

VOC 1W0

if to the Board:

Superintendent of Schools
School District No. 87 (Stikine)
Box 190
Dease Lake, B.C.
VOC 1LO

- 8.2 Any party may, from time to time, give the other written notice of any change of address of the party giving such notice and from and after the giving of such notice the address therein specified will, for the purpose of Section 8.1, be conclusively deemed to be the address of the party giving the notice.

9. MONITORING THE AGREEMENT

- 9.1 The Daylu Dena Council Education Committee shall monitor the implementation of this Agreement, and suggest any changes or improvements to this Agreement. Board representation may include the Principal of Denetia School, District Principal, a teacher representative, or others designated by the Superintendent of S.D.#87.
- 9.2 The Daylu Dena Council Education Committee may request participation of third party agencies such as the Department of Indian Affairs or the Ministry of Education in its meetings.
- 9.3 Expenses incurred in the monitoring of this Agreement shall be reimbursed by the Board, subject to available funding.

10. REFERENCES

- 10.1 Every reference to the Daylu Dena Council will include the Chief Counselors and First Nation members, and any person

designated by the First Nation to act for or on their behalf with respect to any provision of this Agreement.

- 10.2 Every Reference to the Board will include the Chairperson of the Board, the Superintendent of Schools and any persons designated by the Board to act for or on their behalf with respect to any provision of this Agreement.

11. GENERAL

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

ON BEHALF OF

Daylu Dena Council

SCHOOL DISTRICT #87

Signed: _____

Signed: _____

Name: _____

Name: _____

Witness: _____

Witness: _____

Name: _____

Name: _____