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**SCHOOL DISTRICT #87 (Stikine)
DEASE LAKE, BC**

LOCAL TUITION AGREEMENT

BETWEEN

LOWER POST FIRST NATION BAND COUNCIL

AND

THE BOARD OF SCHOOL TRUSTEES OF

SCHOOL DISTRICT NO. 87 (STIKINE)

2000 - 2002 SCHOOL YEAR

LOCAL TUITION AGREEMENT

This agreement made as of the **First** day of **September** , **2000**.

BETWEEN:

LOWER POST FIRST NATION BAND COUNCIL
(Hereinafter referred to as the "Council")

AND:

THE BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT NO. 87
(STIKINE)
(Hereinafter referred to as the "Board")

WHEREAS:

- A. The Board has the authority under Section 104(3) of the School Act to enter into agreements with the Band as defined in the (*Indian Act*) (Canada) with respect to the education of First Nation's children.
- B. It is recognized by the Board and the Council that the Board is the legislated authority relating to the governance and operation of the public schools, school personnel, and students in the School District No. 87 area.
- C. The Lower Post First Nation Band Council is the legitimate government of the Band, or its designate, has the authority and responsibility for the education of its members.
- D. The Council and the Board wish to provide educational programs for Lower Post children resident within the School District, which include the Kaska cultural and linguistic heritage.
- E. The Council and the Board wish to enter into an agreement concerning the payment by the Council to the Board for educational services.
- F. The Council and the Board wish to strive for parity between First Nation's students and non-First nation's students in education.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. INTERPRETATION

“School District” means the area constituted under the School Act as School District #87 (Stikine).

“Board” means a Board of Trustees constituted under the School Act.

“First Nation’s student” means a status Indian (First Nation’s person) ordinarily residing on the reserve of Federal crown lands within the boundaries of the Board who is a member of the Council and who is enrolled in schools operated by the Board.

“Educational Program” means an organized set of learning activities that, in the opinion of the board, and the Council, is designed to enable learners to develop their individual potential and to acquire the knowledge, skills and attitudes needed to contribute to a healthy society and sustainable economy. It also included 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 Council, is designed to enable learners to become more aware of the world from a First Nations perspective.

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

“Consultation” means both parties discuss an issue and jointly come to an agreement on said issue.

“Full-time equivalent (F.T.E.) First Nation Student” means a student who is:

- a. school age as defined by the School Act,
- b. an adult learner in full-time attendance in an education program recognized by the Board, the Ministry of Education, and the Council.

“L.P.E.C.” means the Lower Post Education Committee.

“L.E.A.” means the Local Education Agreement.

2. PREAMBLE AND TERMS OF AGREEMENT

- 2.1 Subject to the provision of Section 104(3) of the School Act of British Columbia, the Council and the Board wish to recognize that a Local Education Agreement will afford the First Nation's community the opportunity for greater participation in all aspects of First Nation education.
- 2.2 The Council affirms that First Nation students have an aboriginal right to an appropriate education, which includes their ancestral rights.
- 2.3 The Council affirms its rights to decide the relevance and quality of education wanted for First Nation students.
- 2.4 The Council supports the British Columbia Ministry of Education's recognition that the success of First Nation students is a priority.
- 2.5 The Council agrees that maximum educational opportunities and benefits for First Nation students can be best achieved through regular negotiation between the Council and the School District.
- 2.6 The Council agrees that First Nation students may require extra support to succeed in school.
- 2.7 The Council affirms that the School District's policies and curriculum should reflect a positive view of the history, culture, and rights of the Kaska People.
- 2.8 The Council and the Board recognize that this agreement is made pursuant to, and governed by the School Act, regulations, and collective agreements in place and shall not abrogate Treaty Rights subsequently negotiated with the governments of Canada and/or the government of British Columbia.

3. STATEMENT OF INTENTION

- 3.1. It is the intention of the parties:
 - 3.1.1. That the Board provide the services outlined in Article 4 in return for the Council providing payment of the tuition fee set out in Article 6 and the Council's obligations set out in Article 5;
 - 3.1.2. That the Council may negotiate with the Board for services and programs in addition to those outlined in this Agreement on a fee for services basis to be

paid by the council;

3.1.3 That the parties support and provide for the development of bilingual and bicultural education which allows Kaska students to participate in the Kaska culture and the culture of Canada as a whole.

3.2 That this agreement include Lower Post students, normally residing on Lower Post First Nation reserves and attending Johnson Elementary and Watson Lake Secondary High School.

4. BOARD'S OBLIGATIONS

4.1 The Board agrees to enroll and provide to First Nations students an Educational program in accordance with the School Act and Regulations and orders thereunder, as amended from time to time.

4.2 The Board agrees to provide parity of 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.

4.3 The Board agrees to the following procedures regarding curriculum changes and implementation:

4.3.1 The Board agrees that any local curriculum changes must be done in consultation with the Council or their representatives and any Ministry dictated curriculum be expanded if so desired.

4.3.2 The Board agrees to permit modification of current curriculum material, where such modification promotes an understanding and appreciation for the history, culture and language of the Kaska.

4.3.3 The Board agrees to facilitate the development of new curriculum that promotes an appreciation for the history, culture and language of the Kaska.

4.4 The Board, while following Ministry policies with respect to Special Education, agrees to the following:

4.4.1. The Board will inform Council upon completion of Special Needs Assessment the numbers of students identified in accordance with the Special Needs Policy;

4.4.2. Council may become involved with a specific student only after consent

from the student's parents or guardians;

4.4.3 Students who are above grade level must also be addressed in a similar manner as any other special education student.

- 4.5 The Board agrees to develop alternate programs, or Individual Education Programs for those students, who in the opinion of the Board, parents and council, will benefit from such a program. They must be identified, the parents and First Nation notified, and a positive course of action jointly planned so as to help the student achieve skills that will help him/her to succeed in finding and holding a job. NOTE: The First Nation can get involved with a specific student's program if the parents consent.
- 4.6 The Board agrees, in consultation with the Council, to explore the issue of mastery learning but nothing be implemented without consent from both parties.
- 4.7 The Board agrees, in consultation with the Council, to promote logical and critical thinking, and self-esteem programs in Denetia School. Such programs may include, but will not be limited to, those advocated by Structure of Intellect, deBono and Furstein.
- 4.8 The Board agrees to discuss/negotiate with Yukon Education for students from Grades 11 and 12 to visit both Native and non-Native colleges in order to provide orientation to Post Secondary Institutions.
- 4.9 The Board agrees to encourage Denetia to offer a comprehensive extra-curricular program.
- 4.10 The Board will encourage Denetia School to develop its discipline policies in consultation with Council representatives and the parents of the students attending Denetia School.
- 4.11 The Board agrees to participate with the Council in the selection and training of personnel associated with the delivery of First Nation programs.
- 4.12 The Board, in consultation with Council, will organize regular in-service activities for teachers and other school personnel who are involved in the education of First Nation students.
- 4.13 The Board agrees to invite a Council representative to sit on any committee involved in hiring district educational personnel.

- 4.14 The Board agrees, in conjunction with the First Nation, to continue to develop and implement a 5-year plan for the integration of First Nations education programs in the regular school curriculum. This will include assessing the needs of First Nations students in the areas of:
- 1 First Nations Education Workers;
 2. First Nations Language and Cultural Programs;
 3. Development and coordination of locally based curriculum;
 4. Coordination of various agencies to better meet social needs of First Nations students as identified and approved by the Lower Post Education Committee;
 5. Support base for First Nation students;
- 4.15 To assist in accomplishing this, the Board may employ a District Principal/Coordinator, who shall be responsible for ensuring delivery of First Nations Education programs.
- 4.16 The Board agrees to work with the Lower Post Education Committee to promote and develop and deliver a Kaska language training program.
- 4.17 The Board agrees to assist educational support workers to develop an individual career plan and, where possible, provide training opportunities.
- 4.18 The Board agrees to produce a quarterly newsletter, in consultation with the Council, to keep teachers and parents informed of matters relating to education in First Nations history, culture, and language.
- 4.19 The Board, with consultation, will include a statement on First Nations programs as part of its annual report respecting the general effectiveness of its educational programs.
- 4.20 The Board agrees to continue to support a "Head-Start" Program for children resident in the Lower Post community.
- 4.21 The Board agrees to provide a First Nations Adult Secondary Education Program accessing the nominal roll system. This program will operate on a cost recovery basis.
- 4.22 The Board in consultation with Lower Post First Nation Education Committee will address the Committee's educational concerns with respect to the Lower Post First Nation students attending the Watson Lake Schools.
- 4.23 The Board agrees to continue to support the delivery of counselling services to

District students in Watson Lake Secondary School, Johnson Elementary School and Denetia Elementary School.

- 4.24 The Board agrees to continue to support the Community Literacy Program.
- 4.25 The Board agrees to develop, in consultation with the Council, a K to 6 First Nation's curriculum for Kaska students.

5. THE COUNCIL'S OBLIGATIONS

- 5.1 The Council will pay to the Board a tuition fee as set out in Article 6.
- 5.2 The Council, and the Board, agree to foster the importance of education within the homes of members of the Band represented by the Council.
- 5.3 The Council, and the Board, agree to promote the active participation and involvement of First Nations parents and other members of the First Nation in the education of their children.
- 5.4 The Council agree to provide the Board on request with lists of resource people having expertise in Kaska cultural, educational and governmental issues.
- 5.5 The Council agree to participate as equal partners, with the Board, in the education of First Nation students:
 - 5.5.1 The Council, 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 Kaska students.
 - 5.5.2 Other people may be invited to participate in order to better meet the needs of the students.
 - 5.5.3 The first meeting will be held in Lower Post before the end of October of each year.
 - 5.5.4 There will be at least three such meetings held in each school year with the Superintendent or designate.
 - 5.5.5 It is the responsibility of the Council, and the Board, to encourage parents, and students, to attend these meetings.

6. TUITION FEES

- 6.1 Subject to this section, the Council shall pay to the Board a portion of the annual tuition fee as described in Section 6.7, for each Lower Post First Nation student enrolled in the School District as of September 30 of each School Year.
- 6.2 A First Nation 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 Articles 4.6, 4.7 and 5.5, to have them return to school. Any student enrolled after September 30, is entitled to attend school in the district.
- 6.3 The tuition fee shall be calculated based on attendance for a full School Year, provided that partial fees may be charged for part-time secondary programs as approved by the Superintendent of School in consultation with the Council, and in such cases, payment is due within thirty (30) days of receipt by the Council of written notification by the Board of the amount of partial fees payable to the Board.
- 6.4 The amount of the annual tuition fee for each First Nation 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.
- 6.5 The estimated total of the annual tuition fees payable to the Board by the Council for a School Year shall be determined by April 15 to the preceding year and adjusted on October 15 of that year to reflect actual enrollment figures.
- 6.6 September 30 enrollment figures shall be:
1. Certified by the Council, and/or its representatives.
 2. Certified by the Board, and/or its representatives
- 6.7 Tuition fees for each year of this agreement shall be paid by the First Nation to the Board in instalments according to the following payment schedule:
- 6.7.1 40% on or before December 31
- 6.7.2 30% on or before March 31
- 6.7.3 30% on or before June 30
- 6.7.4 In the event of delinquency of any payment, the Band will immediately

authorize direct funding from DIAND for the duration of this agreement, as per the attached Band Council Resolution.

- 6.8 The Council will retain \$2,000.00 to assist with the implementation, and monitoring of this agreement. This amount may be cancelled, or amended, in consultation between the Council and Board.
- 6.9 In the event of a strike or lockout, funds will be returned to the Council or payment will be reduced, equal to the amount withheld or reduced by the Ministry of Education, or the Federal Government.

7. TERMS

- 7.1 This agreement shall come into force on September 1, 2000 and, subject to Section 8.0, shall continue in force for two School Years expiring August 31, 2002.
- 7.2 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.
- 7.3 Where notice is given under Section 7.2, this Agreement will terminate on June 30 following the date the notice is given. The parties will remain obligated to each other in that the Council shall pay to the Board the balance of annual tuition fees owing to the Board by the Council for the remainder of the School Year in which notice is given and the School Board must continue to operate in the spirit of intention of this agreement.

8. RENEGOTIATION

- 8.1 Any change in the present method of allocating the tuition fee by the Ministry of Education to the Board may necessitate renegotiating of this Agreement.

9. NOTICES

- 9.1 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 Council:

Lower Post First Nation Band Council
Box 10
Lower Post B.C.
V0C 1W0

If to the Board

Superintendent of Schools
School District No. 87 (Stikine)
Box 190
Dease Lake, BC
V0C 1L0

- 9.2 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 9.1, be conclusively deemed to be the address of the party giving the notice.

10. MONITORING THE AGREEMENT

- 10.1 The Lower Post Education Committee shall be the designated party to monitor the implementation of this Agreement. However, any changes or improvements to this Agreement must be approved by the Deputy Chief and Council with whom ultimate responsibility rests. Board representation may include the Principal of Denetia School, District Principal/Coordinator, a teacher representative, or others designated by the Superintendent of S.D. #87.
- 10.2 The Lower Post Education committee shall meet at least twice per year to review the implementation of this Agreement.

11. REFERENCES

- 11.1 Every reference to the Council within this document will include the Deputy Chief and Council members, and any person designated by the Council to act for or on their behalf with respect to any provision of this Agreement.
- 11.2 Every Reference to the Board will include the Chairperson of the Board, the Superintendent of Schools and any person designated by the Board to act for or

on their behalf with respect to any provision of this Agreement.

12. GENERAL

12.1 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.

12.2 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

12.3 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:



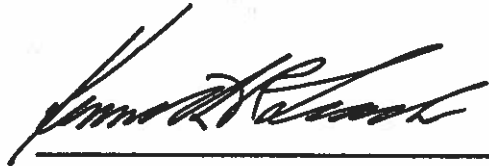
**ON BEHALF OF THE
LOWER POST FIRST NATION
BAND COUNCIL**



**ON BEHALF OF
SCHOOL DISTRICT #87**



WITNESS



WITNESS