

LOCAL TUITION AGREEMENT

BETWEEN

TAKU RIVER TLINGIT FIRST NATION
AS REPRESENTED BY THE BOARD OF DIRECTORS

AND

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

LOCAL TUITION AGREEMENT

This Agreement made as of the 1st day of July, 2002.

BETWEEN:

TAKU RIVER TLINGIT FIRST NATION

(hereinafter referred to as the "First Nation")

AND:

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

(hereinafter referred to as the "Board")

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 First Nation 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 First Nation wishes to enroll First Nation's students in schools operated by the Board;
- E. The First Nation wishes to have their children provided with an educational program that includes the teaching of Tlingit language, culture and history.
- F. The First Nation and the Board wish to enter into an agreement for educational services to be provided by the Board to the First Nation's children;
- G. The First Nation and the Board wish to enter into an agreement concerning the payment by the First Nation to the Board for educational services;

- H. The First Nation and the Board wish to strive toward parity between First and non-First Nation's 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 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 First Nation, is designed to enable learners to become more aware of the world from a First Nation's 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.

"Consultation" means both parties discuss and fully understand an issue before jointly coming to an agreement. on said issue. Furthermore, it is agreed that such discussions will be conducted in good faith and focus on the issue.

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 if this Agreement on a fee for services basis to be paid by the First Nation;

- 2.1.3 that the parties support and provide for the development of bilingual and bicultural education which allows Tlingit students to participate in the Tlingit culture and the culture of Canada as a whole.

3 BOARD'S OBLIGATIONS

- 3.1 The Board agrees to participate as an equal partner, with the First Nation in educating First Nations students.
- 3.2 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.
- 3.3 The Board agrees to provide support to ensure 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.
- 3.4 The Board agrees that any local curriculum changes must be done in consultation with the First Nation or their representatives and that any Ministry dictated curriculum may be expanded if so desired.
- 3.5 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 Taku River Tlingits.
- 3.6 The Board agrees to the on-going development, in consultation with the First Nation, a "Scope and Sequence Chart" for First Nations programs for all grades (See Appendix).
- 3.7 The Board, while following Ministry policies with respect to Special Education, and in consultation with the First Nation, agrees to the following:
 - 3.7.1 To develop alternate programs, or Individual Education Programs (I.E.P.) for those students, who in the opinion of the Board, parents and First Nation, will likely not graduate. They must be identified, the parents and local band 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.

- 3.7.2 A letter from the school will be sent to the First Nation, or representatives, stating how many students under this agreement are receiving Special Education Program§, including students on an I.E.P. This letter will be sent after assessments have been completed;
- 3.7.3 First Nation may become involved with a specific student's program only after consent from the student's parents or guardians;
- 3.7.4 Students who are above grade level must also be addressed in a similar manner as any other special education student
- 3.8 The Board agrees, in consultation with the First Nation, to explore the issue of mastery learning but nothing be implemented without consent from both parties.
- 3.9 The Board agrees, in consultation with the First Nation, to implement logical and critical thinking, and self esteem programs in Atlin School.
- 3.10 The Board, in consultation with the First Nation, agrees to fund interested students to visit Native and non-Native colleges and other programs that might assist students make informed educational decisions.
- 3.11 The Board will assist First Nations students who wish to pursue culturally relevant activities elsewhere in Canada.
- 3.12 The Board agrees to encourage Atlin School to offer a comprehensive extra-curricular program.
- 3.13 The Board will encourage Atlin School to develop its discipline policies in consultation with First Nation representatives and the parents of the students attending Atlin School.
- 3.14 The Board agrees to participate with the First Nation in the selection and training of personnel associated with the delivery of First Nations programs.
- 3.15 The Board, in consultation with First Nation, will organize regular in service activities for teachers, and other school personnel, who are involved in the education of First Nations students.
- 3.16 The Board agrees to invite a First Nation representative to sit on any committee involved in hiring district educational personnel.

- 3.17 The Board agrees, in conjunction with the First Nation, 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:
- a. First Nations Education Workers;
 - b. First Nations Language and Cultural Programs;
 - c. development and coordination of locally based curriculum; [SEE **APPENDIX FOR DETAIL**]
 - 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 Co-ordinator, such as a District Principal or Director of Education who shall be responsible for ensuring delivery of First Nations education programs for all First Nations Bands in the District. -

- 3.18 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
- 3.19 The Board agrees to assist each First Nations person to develop an individual career plan in order to allow them to do their job as professionally as possible, and where possible, to assist in the implementation.
- 3.20 The Board agrees to 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.
- 3.21 The Board will, in consultation with the First Nation, include a statement on First Nations programs as part of its annual report respecting the general effectiveness of its educational programs.
- 3.22 The Board and First Nation agree to continue to develop the Head-Start Program for Tlingit children.

4. THE FIRST NATION'S OBLIGATIONS

- 4.1 The First Nation agree to participate as equal partners, with the Board, in educating First Nations students.
- 4.2 The First Nation will pay to the Board a tuition fee as set out in Article 5.

- 4.3 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.
- 4.4 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.
- 4.5 The First Nation agree. to provide the Board on request with lists of resource people having expertise in Tlingit cultural, educational and governmental issues.

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's student enrolled in Atlin School as of September 30 of each School Year .
- 5.2

A First Nation's 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 3.7.1) 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 secondary 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 th Board plus any amount detennin d 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 December 1

5.7.2 20% on or before March 1

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 July 1, 2002 and, subject to Section 7.0, shall continue in force for three 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 the notice is given. The parties will remain obligated to each other in that the First Nation shall pay to the Board the balance of 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 of intention of this agreement.

7. RENEGOTIATION

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.

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 seventh business day after the mailing of the same in Canada by registered mail addressed:

if to the First Nation:

Taku River Tlingit First Nation
Box 132
Atlin B.C.
V0W1A0

if to the Board:

Superintendent of schools
School District No. 87 (Stikine)
Box 190
Dease Lake, B.C.
V0E 1L0

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 A Local Education Council (LEC), under the direction of Social Programs, shall be created by the parties to this Agreement to monitor the implementation of this Agreement, and to suggest any changes or improvements to this Agreement. Board representation may include the Principal of Atlin School, the Director of Education, a teacher representative, or others designated by the Superintendent of S.D.#87.

9.2 The LEC shall meet at least twice per year to review the implementation of this Agreement.

9.3 The LEC may request participation of third party agencies such as the Department of Indian Affairs or *the* Ministry of Education in its meetings.

9.4 Expenses incurred in the monitoring / implementation of this Agreement shall be reimbursed by the Board, subject to available funding.

10. REFERENCES

10.1 Every reference to the First Nation will include the Spokesperson, Directors, 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 therefor or replacement thereof.

11.2 This Agreement will be governed by and construed in accordance with the laws of the Taku River Tlingit Constitution and 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.