

**Education Agreements  
Best Practices Handbook**

**Achieving an Effective Agreement and a Lasting Relationship**

**“In the success  
of the child  
comes the success of  
the community”**

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*If we see how our communities passed knowledge from one generation to another, we understand that it was the responsibility of everyone. The parents, the grandparents, the aunts and uncles, cousins, Chiefs and councillors, everyone had a personal commitment to ensure that the individual was as well informed as possible so that the survival of the community was guaranteed. No one looked at this as an obligation that had to be met, but as an exercise that they were happy to be a part of -- because truly in the success of the child comes the success of the community. So when I look at the responsibility for the education of our children, I come to appreciate that each and every member of our community, as well as the school system, are the teachers.*

*Vice Chief Wendy Grant, 1995*

*When an individual comes to regard other individuals not as enemies but as potential partners, a common ground is established, with the positive attitude of concern for others. Tolerance ceases to be an issue, for there is nothing to tolerate. In fact, one discovers more and more things to celebrate. By accepting people as partners, diversity becomes enrichment, and enrichment leads to opportunities.*

*David C. Lam  
Lieutenant Governor of British Columbia, 1992*

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## 1. Introductory Comments and Acknowledgements

This handbook has been developed in partnership by the First Nations Education Steering Committee (FNESC), the Department of Indian Affairs and Northern Development (DIAND), and the B.C. Ministry of Education, Skills and Training (MoEST).

The handbook is intended to support the development and implementation of useful and effective Education Agreements. It also aims to facilitate continued dialogue between First Nations and representatives of the public education system.

The FNESC, DIAND, and the MoEST agree that increasing the influence and participation of First Nations parents and communities in the education of First Nations learners is important. The FNESC, DIAND, and the MoEST also agree that Education Agreements can be important tools for the provision of quality education programs and services to First Nations learners. Perhaps most importantly, Education Agreements can reflect and strengthen cooperative efforts being made by First Nations, School Boards and schools to address the needs of First Nations students in British Columbia.

However, significant difficulties exist in terms of implementing those shared principles. This handbook is meant to assist with that situation.

As Education Agreements generally include issues associated with First Nations students attending provincial schools, this handbook is focused primarily on that situation. Within that context, this handbook supports the inclusion of a variety of stakeholders in the establishment of Education Agreements. Accordingly, it is meant to be used by First Nation and School Board representatives, teachers, principals, parents, and anyone else interested in the provision of quality educational opportunities to First Nations students.

The handbook focuses on Best Practices in Education Agreements. Included within it is a description of the context and reasons for developing Education Agreements, their general purpose, some of the benefits associated with Education Agreements, as well as some aspects of Education Agreements and negotiations which have proven to be successful.

This handbook was designed with input from a number of people who have had considerable experience in the development of Education Agreements. FNESC, DIAND, and the MoEST would like to thank, in particular, the following individuals: Chief Nathan Matthew, Gene Bare, Marie Barreto, Louise Burgart, Brian Domney, Margery McRae, Irene Seward, and Hannah White.

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## Executive Summary

It is widely believed that there is a need for greater First Nations participation in the education of First Nations learners, and for greater cooperation between First Nations and School Boards in ensuring that quality educational opportunities are available to First Nations students. Education Agreements are an important aspect of such cooperation.

Education Agreements are negotiated by First Nations and School Boards, and are provided for by Section 104 of the *School Act*. Education Agreements are intended to outline mutually agreed upon goals, establish a continuing dialogue between First Nations and School Boards, and, most importantly, enhance the educational opportunities of First Nations students.

Successful Education Agreements can help to reinforce a positive relationship between First Nations and School Boards. They can also include mechanisms to identify educational needs, a process to meet those needs, and measures to evaluate progress made in that regard.

Ideally, Education Agreements will be developed in partnership by First Nations and School Boards through principle-based negotiations and respectful dialogue. Principals, teachers, parents, and other interested parties should have an opportunity -- and should be actively encouraged -- to have input into the Agreements.

Flexible and innovative solutions to educational issues are key to the success of Education Agreements. A commitment to ongoing communication, both between First Nations and School Boards, and with community members, school administrators and teaching staff, is also necessary.

Appropriate implementation strategies, monitoring and evaluation components, an assessment of the needs of the community, and clear objectives also increase the effectiveness of Education Agreements.

Education Agreements can include any number of issues, chosen to reflect the unique circumstances of each area. The issues raised can include: funding issues; programs aimed at student retention and increasing graduation rates; special needs in education; problems of “streaming” First Nations students; the need for First Nations language programs; targeted dollars; and the hiring of staff.

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## Handbook Structure

This handbook includes two parts.

### Part One

- introduces, from a First Nations perspective, a **back-ground** to and **context** for Education Agreements, including a review of arguments for First Nations control of education, as well as existing structures of **authority** for and **funding** of education in British Columbia.

Part One is intended as background information for people not familiar with the context in which Education Agreements are established. ***It is not necessary to review Part One before reading Part Two.***

### Part Two

- includes a **description** of Education Agreements, outlining their **purpose**, successful aspects of Education Agreement **negotiations**, and some of the **issues** which commonly arise in relation to the agreements. It also focuses on “Best Practices,” demonstrating the strength of the agreements and what can be accomplished in their negotiation.

A more detailed description and several examples of Education agreements are included in the Appendices of this handbook.

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## Definitions

### Education Agreements

Agreements between First Nations and School Boards which are aimed at ensuring that opportunities for quality education are available to First Nations students.

### First Nations Control of First Nations Education

Education Agreements ideally reflect an increasing recognition of principles related to “First Nations control of First Nations Education.”

### Partners or Stakeholders

Those individuals and organizations with an interest in the development of Education Agreements. In addition to First Nations and School Boards, the stakeholders include: parents; community members; teachers and principals; and DIAND and MoEST.

- \*\* DIAND and MoEST must support Education Agreements in a consistent manner, and must ensure that both parties negotiate in good faith and with a genuine intention to reach an effective agreement.

### Principled Negotiations

The preferred method of negotiating Education Agreements, principled negotiations are based on respect and a commitment to mutual gain and fair standards.

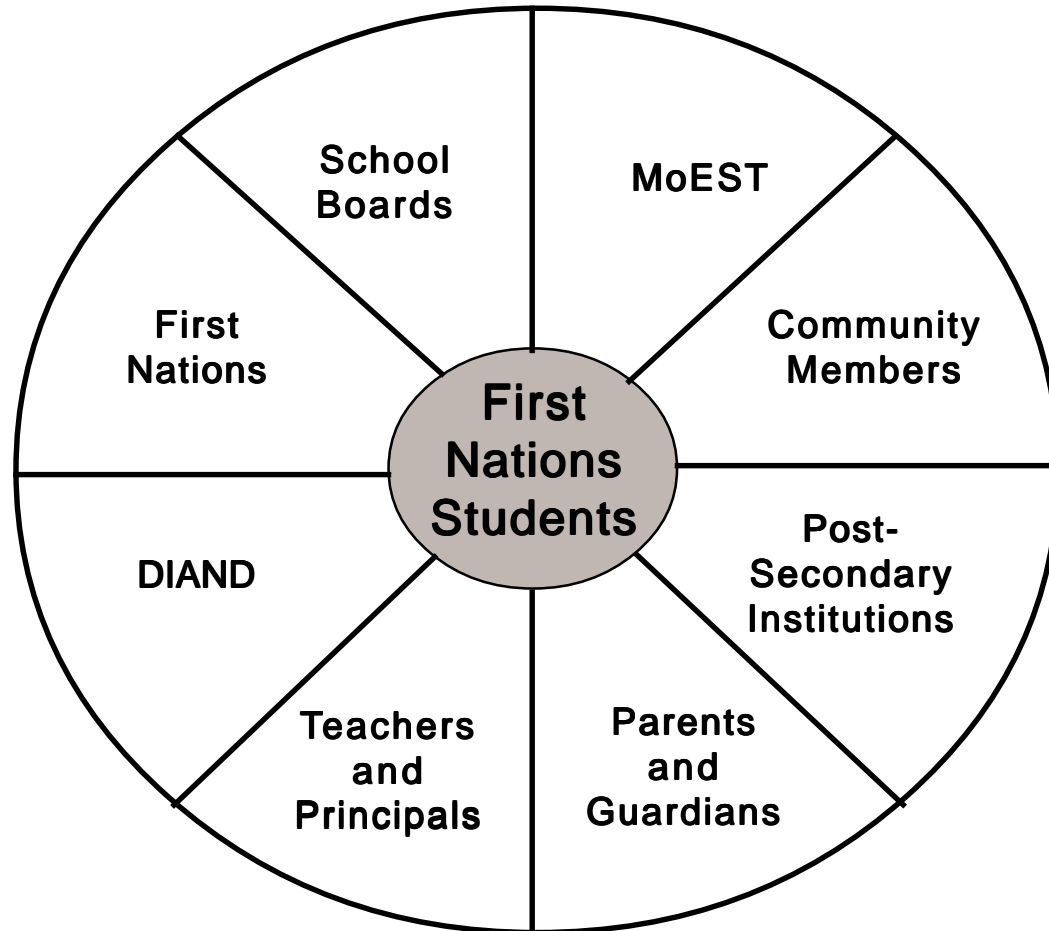
### Block Rate

The total operating dollars a School District receives divided by the total number of students in the School District.

### Needs Assessments and Strategic Planning

Useful processes to complete before the start of Education Agreement negotiations. Both processes aim to assess community needs and priorities, based upon input from community members. The processes can also result in objectives which can allow for accountability and monitoring of the success and results of Education Agreements.

## Parties Which Influence and are Responsible for the Education of First Nations Students



# Part One

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# PART ONE

## A First Nations Perspective of the Context for Education Agreements

### 3. Introduction

#### 3.1 The Need for First Nations Control of First Nations Education

It has been widely argued that significant changes are required in order to ensure that First Nations learners have access to and can take advantage of effective and appropriate educational opportunities. Statistics clearly demonstrate that within the public school system, First Nations learners have generally not enjoyed levels of success equal to those achieved by other learners. Attendance rates, performance levels, and graduation rates have all been shown to be lower for First Nations students than they are for other students. Work is therefore taking place to ensure that First Nations graduates have opportunities comparable to those of their non-First Nations counterparts.<sup>1</sup>

Indeed, while the problems experienced by First Nations learners have long been recognized, there also has been a long legacy of attempts to address relevant issues of concern in regard to education.

<sup>1</sup> The problems which have existed and continue to exist have been widely reported. Among other sources, please refer to: The Royal Commission on Aboriginal Peoples, 1996; Matthew, 1996; Battiste, 1995; Haig-Brown, 1995; Atleo, 1993; Comeau and Santin, 1990; York, 1990; The Royal Commission on Education, 1988; Barman, Hebert and McKaskill, 1987; National Indian Brotherhood, 1984; MacLean, 1973; National Indian Brotherhood, 1972.

First Nations people have struggled to retain control over their education since the earliest onset of influence by non-First Nations individuals and governments. Those struggles have continued since that time.

For more than 25 years, Aboriginal people have been articulating their goals for Aboriginal education. ... Aboriginal leaders have made policy recommendations to governments, and governments have conducted internal studies. ... The recommendations, many of them excellent, show remarkable consistency. ... What we find most disturbing is that the issues raised [today] are the same concerns that Aboriginal people have been bringing forward since the first studies were done. ... we see that there has been progress, but it has unfolded at a snail's pace and falls far short of the goal (RCAP, 1996).

Many people have consistently maintained that, despite positive efforts, the needs of First Nations learners have not been addressed. Generally, First Nations peoples have made tremendous efforts to make education programs and services more relevant to them — culturally, philosophically, and practically. The goal of these efforts generally has been to assist First Nations learners to achieve levels of success at least equal to those of other learners, while recognizing the importance of, and allowing a role for, First Nations cultures, traditions, and values.

Among those people who have pursued the issues, there has also been a general consensus that the key to increasing the success of First Nations learners is a recognition of the need for First Nations control of their education. Efforts, therefore, have



focused largely on transferring authority for their education to First Nations, and on establishing schools designed and operated by First Nations. Tremendous efforts have also been made to increase the influence of First Nations peoples within the public education system and promote genuine cooperation between First Nations, the provincial and federal governments, school boards, schools, communities, parents and teachers.

The genuine involvement of First Nations people in the development, implementation and evaluation of education systems allows for the incorporation of their beliefs and values. Doing so will improve the self-esteem of First Nations students, build their self-confidence and sense of identity, and promote higher achievement levels, thereby strengthening First Nations communities generally.

***National Indian Brotherhood Report — 1972***

Among the most significant reports on First Nations education which argues for First Nations control of education is the 1972 report of the National Indian Brotherhood, *Indian Control of Indian Education*. That report clearly states that the provision of quality education to First Nations learners depends upon the implementation of a number of sweeping changes. Most specifically, the report called for a transfer of control of education programs for First Nations learners to First Nations themselves.

Following the release of that report, its basic goals were accepted by the federal government, and they were said to constitute the foundation of the DIAND education policy thereafter.

Building upon the foundation laid by *Indian Control of Indian Education*, the Education Secretariat of the Assembly of First Nations released the findings of another major study in a 1984 report titled *Tradition and Education; Toward a Vision of Our Future*. That report maintains that the changes called for in 1972 have not been fully implemented. In particular, the report argues that an adequate transfer of jurisdiction for First Nations education is needed to ensure that First Nations learners attain higher achievement levels.

***Assembly of First Nations Report — 1984***

The provincial Royal Commission on Education — commonly referred to as the Sullivan Commission — released its report, *A Legacy for Learners*, in 1988. That report supports “every effort to accommodate to the extent possible the desire for [First Nations] educational self-determination,” and among its recommendations are those which argue:

***The Sullivan Report — 1988***

That the federal and provincial governments accord to Native bands and councils the appropriate authority and attendant resources to enable them to engage effectively in the self-determination of, or shared responsibility for, the education of their children.

**and**

That, where Native children are enrolled in schools and/or school districts, Native peoples and school authorities jointly develop formal liaison processes to discuss and decide upon the maintenance and improvement of quality services to Native learners.

The Sullivan Commission's report (1988) also promotes more cooperative arrangements between Native peoples and school authorities, and it argues that "where bands or councils operate their own schools, but have close working relationships with public schools and the public school system, the educational aspirations obviously have better chances of realization than where such patterns are absent."

***The Provincial Response***

In response to the Sullivan Commission's report, the provincial Minister of Education — the Honourable Anthony J. Brummet (1989) — stated that "Policies will be developed to increase the participation of Indian communities in decision-making about education for Indian learners, and to assist in the preservation of Indian language and culture through school programs." Brummet's response also indicated that Indian Bands may enter into agreements with School Boards regarding programs for Indian learners which are funded through the Ministry's regular funding system.

In 1993, the British Columbia Ministry of Education maintained its commitment to "continue to negotiate with First Nations and the federal government to ensure greater Aboriginal control over education that reflects their needs." The Ministry's outline of its strategic initiative for 1994 - 95 (1994), outlined in Box 1, reflects that position.

**Box 1 -- Excerpts from the Ministry of Education Strategic Initiative, 1994 - 1995**

**Strategic Initiatives**

- Work with First Nations and Districts to develop a policy framework for Aboriginal Education.
- Amend or enact Ministerial Orders to give effect to new policies.
- Increase Aboriginal control of Aboriginal education (encourage the establishment of local education agreements and ensure community school board consultation with the Aboriginal community).
- Complete a multi-year agreement related to on-reserve First Nations students attending public schools.
- Develop new approaches to Aboriginal Education, including curriculum development and funding.

**Policy Directions**

- Aboriginal Education funds are targetted and must be spent on Aboriginal Education in consultation with the local community.
- Financial support for curriculum development by First Nations.

***The Royal Commission on Aboriginal Peoples***

Finally, the recently released report of the Royal Commission on Aboriginal Peoples (1996) states that Aboriginal parents and Aboriginal communities must have the opportunity to implement their vision of education. In order for that to occur, the education system must be changed significantly, and Aboriginal people must have the authority to organize their own education and to influence how their children are educated, either through the implementation of Aboriginal self-government with one core element being education, or through Aboriginal families articulating and shaping the education of their children in public schools. The Commission report also acknowledges that specific initiatives have been made by some provincial and territorial governments and local school boards to improve the quality of Aboriginal education, and the report maintains that “it is imperative that these continue.” It is also important that similar efforts be made in cases in which they do not currently exist.

***First Nations Control of Education and Agreements***

Education agreements between First Nations and School Districts are consistent with the numerous calls which have been made for greater cooperation and increased First Nations participation in the delivery of education programs and services to First Nations learners. And as the Sub-Committee on Aboriginal Education notes (1996):

Cooperation between all levels of government is essential for progress in aboriginal education. An overlap in responsibilities between federal and provincial governments, local school boards and aboriginal communities means that the goal of providing a quality education for aboriginal students can best be achieved if governments, school boards, and aboriginal education authorities work together.

Long before contact with non-First Nations peoples, First Nations peoples educated their children in ways which reflected their community values, needs and traditions. The education processes, while varying tremendously between First Nations, were all locally developed and had as their foundation extensive family and community input and participation.

Generally, for a short period of time after contact with European arrivals, the control and management of education continued to be community centred. As the influence of non-First Nations peoples increased, however, the education of First Nations children changed. Many First Nations children continued to be educated within First Nations communities, while others began entering public schools.

With the passing of the *British North America Act* in 1867, Canada was formed as a country, and the federal government was given authority for Indian peoples. Further, in 1876 the federal government enacted the *Indian Act*, which includes specific powers over Indian peoples’ lives in a wide range of areas — including education (Matthew, 1996).

In 1879 the federal government commissioned a report evaluating the Indian education system of the United States, which favoured separate schools for Indian children. Following that study, the federal government initiated its own Indian education policy, which focused on the creation of large, industrial residential schools. Federally run schools quickly became a central means of educating First Nations children; by 1900, out of the approximately 20,000 Indian children between the ages of 6 and 15, 3,285 children were enrolled in the federal government’s 22 industrial schools and 39 boarding schools, and 6,349 were enrolled in the 226 federal day schools (Barman,

**3.2 Authority for First Nations Education in British Columbia**

***The Evolution of Authority***

Hébert and McKaskill, 1986). The reliance on the residential school system continued until the mid 1900's, while the problems associated with residential schools were increasingly reported.

In 1946, a Joint Committee of the Senate and House of Commons appointed to review the *Indian Act* supported several revisions to the *Act*. It also acknowledged the general failure of residential schools, and supported integration as opposed to segregation in schooling. Following the report of that Committee, the education of First Nations children changed fundamentally. DIAND allowed First Nations parents on-reserve to send their children to public schools if they so wished, and the department increasingly relied on public schools to absorb First Nations children (Tenant, 1990). By 1960, almost one quarter of the 38,000 young First Nations people in school were attending provincially controlled institutions (Barman, Hébert and McKaskill, 1986).

Throughout the next several decades, progress was gradually made in terms of First Nations peoples taking control over the education of First Nations children. The residential school system was dismantled. Band offices and Tribal Council offices demonstrated their organizational capacity for administering education programs and services, and many individual bands took over full or partial administration of reserve schools which had been operated by the Department of Indian Affairs and Northern Development. In many public schools, specific programs recognizing First Nations cultures and languages were established -- although these are very basic in nature.

Today, in spite of change in administrative control, First Nations still do not have full jurisdiction in this area, and various governing institutions continue to be involved in the education of First Nations children.

The Canadian Constitution assigns jurisdiction for education to the provinces. At the same time, it assigns to the federal government exclusive authority to legislate in respect to "Indians and lands reserved for Indians." Further, the *Indian Act* allows the Minister of Indian Affairs and Northern Development to operate schools, as well as to enter into agreements with provincial and territorial governments and School Boards regarding the education of registered Indian children from ages six to seventeen inclusive who live on reserves or Crown land.

While the Constitution formally recognizes only the authority of the federal and provincial governments, First Nations have clearly asserted their inherent right to self-government, which includes their inherent jurisdiction over education. That inherent right is not granted by another government, but is derived from First Nations' existence as self-governing entities at the time of contact.

Section 35 of the *Constitution Act, 1982* also states that existing aboriginal and treaty rights are recognized and affirmed. Subsection 35(3) was introduced in 1983 to confirm that the term "treaty rights" includes rights set out in existing and future land claims agreements. In this way, Section 35 protects aboriginal and treaty rights, and many people argue that self-government, including education, is an aspect of such rights.

## **Existing Authorities for Education**

### ***Federal and Provincial Government Jurisdiction***

The way in which jurisdiction for education will evolve is a subject of ongoing discussions. In the meantime, the situation which now exists generally involves the federal government paying the tuition costs of education for registered First Nations children who live on-reserve, where their education is to meet the standards and guidelines of the provincial government (see the *Evolution of Funding* section below).

Since the funds expended by the federal government to pay for education services for First Nations people are within the realm of public accountability, the general framework for federal financial accountability applies to the Minister of Indian Affairs directly, or to a First Nations / Band Council where it assumes responsibility for delivering programs under financial agreements.

**First Nations and Band Operated Schools** Under financial agreements, Bands and Tribal Councils may assume responsibility for administering all or parts of the provincial standard education programs. First Nations schools offer provincial--type programs, enriched with culturally relevant courses designed to meet the special needs of their learners.

**Independent Schools** First Nations can also establish Independent Schools, and the federal government provides support for Independent schools that meet specified standards in a number of areas, including curriculum and teacher certification consistent with provisions of the provincial *Independent School Act*.

**Schools Under Provincial Jurisdiction** Many First Nations children are also enrolled in provincial public schools. Public schools may offer, in addition to the regular provincial programs, special programs relevant to First Nations cultures or languages.

Within the public school system, there are a number of authorities which have influence over the education of First Nations and other children in British Columbia. In British Columbia, the provincial government administers its Constitutional responsibility for education through the *School Act* and *School Regulation Act*. These acts assign the governance function, or the legislative or policy function, to the Minister of Education at the provincial level, and to boards of school trustees at the local level. Accordingly, the Provincial government is accountable to the electorate for this work, and school boards are empowered to administer legislation and regulations respecting schools and are accountable to the Minister of Education and to the communities which elect them.

The *School Act* and *School Act Regulation* also define the management or executive functions to be performed by school officials appointed at the provincial or local levels. These include the roles and responsibilities of Ministry officials, School District officials, and school principals. The Acts also give School Boards the authority to hire senior-level district staff who are to administer school operations and offer advice, and to hire principals and their assistants. In addition, School Boards hire all instructional and non-instructional staff in schools and provide the physical facilities for schooling (Ministry of Education, 1985).

Some of those areas of responsibility are outlined in the excerpt from the British Columbia Ministry of Education Statement of Education Policy Order outlined in Appendix 1.

Generally, the responsibilities include (adapted from Ombudsman, 1988):

**Department of Indian and Northern Affairs Canada:** pays the tuition costs of First Nations students on-reserves where education services are being delivered according to provincial standards and guidelines.

**B.C. Minister of Education:** an elected Cabinet member who presides over the Ministry of Education, and who presents to the legislature amendments or changes to the *School Act*.

**B.C. Ministry of Education:** has authority and responsibilities outlined by the *School Act*, provides funding to School Districts, sets provincial policy for public and independent schools, and has overall responsibility for: provincial curriculum; requirements for graduation; establishment of evaluation and assessments; correspondence programs; use of student records; approval of property disposition and capital expenditures; and other matters necessary to administer the *School Act* and the *Independent School Act*.

**B.C. College of Teachers:** a self-regulating professional body with power to discipline its members, and to suspend, withdraw or withhold certification. It is guided by the *Teaching Profession Act*, and establishes standards and qualifications for the certification of teachers and other professionals in the public school system. In public schools, all educational staff must be members in good standing of the B.C. College of Teachers.

**School Boards:** have powers and responsibilities defined by the *School Act*, and are made up of trustees elected in municipal or civic elections. They are autonomous bodies accountable to their constituents, and they establish policies for the operation and administration of the schools within their district, as well as for the management of school property. School Boards employ

teachers, administrators, and non-teaching staff, and establish regulations to govern the functioning of students, staff and schools. Most Boards belong to the B.C. School Trustees Association, and the *School Act* gives the Minister of Education the authority to determine the number of trustees that can be elected within a particular district. School Boards are responsible for ensuring that decision making at all levels within the district embodies principles of fairness, and are ultimately responsible for protecting the fundamental right of every child and youth to be treated with dignity and respect.

**District Superintendents:** act as the Chief Executive Officers of districts, and are appointed by School Boards. Superintendents supervise and evaluate educational staff and programs, and the operation of schools. They are accountable to the School Board, and are ultimately responsible for the administration of the School District's affairs.

**Principals:** are responsible for the overall supervision and management of a school. They discipline students, advise Superintendents on the discipline of staff, and meet with Parent Advisory Councils. Principals must be members in good standing of the B.C. College of Teachers.

**Vice Principals:** assist the principal with administrative duties, frequently teach, and also must be members in good standing of the B.C. College of Teachers.

**Teachers:** are the front line service providers, and instruct students and provide other educational services. They evaluate and report on students' development and progress, maintain school records, and act as advisors to student clubs and organizations. Teachers must be members in good standing of

the B.C. College of Teachers, and are members of the British Columbia Teacher’s Federation.

**Local Education Committees:** variously named, they exist in many areas, include representatives of the School Board and First Nations, and are often established to discuss and address issues concerning the education of First Nations students.

**First Nations Education Coordinators:** exist in some School Districts, and work to cooperate with other district staff to increase the academic performance of First Nations students.

**Parents:** are the primary care givers and natural advocates for their children and are defined by the *School Act* as the parents or guardians of a student. The *School Act* authorizes parents to form Parent Advisory Councils at the school, district and provincial levels and, in doing so, they may advise on matters relating to schools.

Many studies have stressed the importance of parental and community involvement and support for the education of children as key elements of student success. Encouraging parental involvement and being aware of the rights and responsibilities of parents is important.

**Continuing Evolution**

It should be noted that jurisdictional responsibilities are in transition due to the negotiation of different arrangements. Education is one of the issues included in the ongoing treaty negotiations in this province. The outcome of those negotiations cannot be predicted. There are several ways in which education may be included in treaties. For further consideration of this issue, please refer to Williams (1997).

Treaties will include agreements regarding the nature, scope and exercise of [our continuing right to self-government], the nature of the relationship between First Nations government and the governments of Canada and British Columbia, and mechanisms for resolving conflicts and priorities between First Nations laws and laws of other governments. In these treaties, First Nations government authority will continue to be recognized and affirmed in Section 35 of the *Constitution Act, 1982*.

*The First Nations Summit, 1996.*

In addition to the B.C. Treaty Process, it is possible that tripartite education agreements may influence the way in which education issues are decided. Several agreements signed recently in other parts of Canada are important examples in this regard.

In February of this year, for example, the Mi’kmaq Chiefs of Nova Scotia, the Minister of Indian Affairs and Northern Development, and the Premier of Nova Scotia signed an agreement transferring jurisdiction for education to the Mi’kmaq people. This agreement is said to be the first to involve such a comprehensive transfer of control, and it allows for the federal government to transfer approximately \$140 million to the Mi’kmaq over a five-year period. Programs covered by the agreement include primary, elementary and secondary education on-reserve and post-secondary education funding to band members on and off-reserve. The funding will also provide for the operation and maintenance of facilities, band administration and capital. The agreement will now be introduced as legislation by the federal and provincial governments.

**Education Agreements**

In November of 1996, the federal Minister and Chiefs representing the Alberta Council of Chiefs signed an agreement to initiate formal discussions between the federal government and First Nations regarding authority and jurisdiction over education. Those discussions are intended to facilitate efficient and orderly discussions leading to a framework agreement on education regarding the transfer of authority and delegation.

Also in 1996, a Framework Agreement was signed by the Minister of Indian Affairs and Northern Development and ten Chiefs of the Fort Frances Tribal Area First Nations. That framework provides for formal negotiations to lead to the recognition of jurisdiction over education by the Fort Frances First Nations. When the Agreement has been finalized, the intention is for the First Nations to have authority to develop their own policies and guidelines, and thus exercise their own jurisdiction over education.

### 3.3 Funding Arrangements and Education Agreements

As outlined above, after 1946, an increasing number of First Nations students enrolled in public schools. A paper by Matthew (1996) provides a thorough examination of the evolution of funding arrangements for First Nations Education in British Columbia after that time. At first, the entry of First Nations children into provincial schools was financed by a flat tuition fee per student paid for by DIAND. As increasing numbers of children were enrolled, however, cost-sharing arrangements between the provinces and the federal government were made which allowed for the federal government to pay the tuition costs, as well as a share of the capital construction costs, for schools with First Nations students (Matthew, 1996). The actual legislation and mechanisms for doing this varied from province to province.

In 1969, a Master Tuition Agreement (MTA) was signed by the federal and British Columbian governments to arrange for a transfer in funding. First Nations, however, were not offered the opportunity to participate in the design of the MTA, and following its implementation, opposition to the agreement steadily increased. In 1978, a workshop sponsored by the Union of B.C. Indian Chiefs was held to consider the MTA, which resulted in the following arguments (as cited in Matthew, 1996):

- the Indian people of B.C. did not participate in the negotiation of the MTA, and the MTA ignored band and parental control of education;
- the MTA did not allow individual bands to make educational contracts with provincial authorities, as there was no opt-out clause;
- Indian people had no control over tuition fees transferred from the federal to the provincial government;
- the province was not expected to consult with Indian people nor to account for the funds spent on the education of Indian children, and the MTA was designed such that it did not provide incentives for the provincial government to encourage Indian children to regularly attend school; and
- the MTA allowed the federal government to contribute a per capita share of new public school construction costs without agreement from the local Indian bands.



As a result of efforts by First Nations organizations, the MTA was terminated as of June 30, 1986. Discussions regarding a new agreement ensued but were problematic, and a new five-year MTA established in 1988 was again signed without First Nations agreement. From 1987 to 1992, tuition was paid according to the revised MTA, but a growing number of bands developed Education Agreements with School Boards. When the MTA expired in 1992, discussions regarding its renewal took place. Efforts to establish a mutually acceptable MTA have not been pursued, however, because the goal has become a transfer of tuition funds directly to First Nations through bilateral agreements.

**Current Funding Arrangements**

In the 1995/96 fiscal year, no MTA was in place to authorize the transfer of funds to the province. Tuition for the enrollment of status on-reserve First Nations learners in public schools is currently paid through a variety of mechanisms, including Comprehensive Funding Arrangements, Alternative Funding Arrangements, and Financial Transfer Arrangements. **Whatever means are in place, the federal government transfers funds sufficient to pay only the block rate.**

**Provincial funding is also provided through Targetted Aboriginal Education Funding.** As outlined by Domney (1996), the B.C. Ministry of Education, Skills and Training provides funding to School Boards for the provision of Aboriginal Education Programs to students of Aboriginal ancestry. The amount per student varies by District, ranging from \$882.00 to \$1,330.00 per student. This funding is “targetted,” meaning that School Boards must use funds in specific ways.

The targetted funds are intended to pay the direct costs of providing Aboriginal Programs for Aboriginal students. Further, the funds must be spent in a manner consistent with a spirit of consultation and cooperation with the Aboriginal communities served by the School Board. If the school and the Aboriginal community cannot agree to how the funds will be spent, the School Board will not receive the funds.

Currently, the funded Aboriginal Education Programs are:

- **Aboriginal Language and Culture Programs:** these programs lead to knowledge, understanding, and fluency in a student’s heritage language and/or culture.
- **Aboriginal Support Service Programs:** these programs assist Aboriginal students to achieve greater success in all school programs by providing support by personnel who are familiar with and sensitive to the values, beliefs, and needs of the Aboriginal community.
- **Other Aboriginal Education Programs:** these programs are generally supported with the written permission of the Aboriginal community served and agreement by the schools as supporting First nations students needs.

The costs covered by Aboriginal Education targetted funds can include: salaries and benefits for language and culture teachers, para-professionals, home-school coordinators and counsellors; honoraria for elders and community experts; purchase of materials to support instruction; costs of transporting students to instructional sites outside of the school; and transportation costs associated with home visits and community liaison; professional development for personnel supporting Aboriginal programs; and other costs as agreed to by the Aboriginal community and the School Board.

In addition, a School District may charge up to ten percent of the funding for specific recorded costs associated with consultation/advisory processes, and for the negotiation and management of Education Agreements.

Language and Culture Curriculum Development and Implementation Grants are available from regional zones throughout the province. These grants are awarded to School Districts and First Nations and are for *developing* and *implementing* curricula (whereas the targeted funding is intended to be used for *providing* and *maintaining* education programs).

***The Language and Culture Curriculum Development grants, it should be noted, are not guaranteed sources of funding. With the current fiscal restraint policy of the provincial government, for example, the funds available through these grants have been limited; the future of this funding is uncertain.***

# Part Two

# PART TWO

## 4. A Description of Education Agreements

### What are Education Agreements?

Education Agreements are primarily one tool among many which can be used to ensure that quality educational opportunities are available to First Nations students.

Education Agreements are also arrangements between School Boards and First Nations regarding services that either group is prepared to offer, sell, or buy. The agreements can be ratified as legally binding contracts with financial obligations attached.

The British Columbia *School Act* was amended in 1989, at which time *Section 104* was added to provide for Education Agreements. That section reads:

- (1) A Board may, subject to this *Act*, the regulation and the orders of the Minister,
  - (a) enter into an agreement to purchase managerial or other services with respect to the operation of schools in the district or to purchase education services that will be under the district or to purchase educational services that will be under the general supervision of an employee of the board who is a member of the college, and
  - (b) enter into an agreement concerning the promotion, development or operation of recreational and community services.

- (2) A board may, with the approval of the minister,
  - (a) enter into an agreement with the Government of Canada or any agency of the Government of Canada with respect to the education of
    - (i) Indian children, or
    - (ii) children of members of the Canadian Forces or other persons employed by the Government of Canada.

- (3) A board may enter into an agreement with respect to the education of Indian children
  - (a) with a council of a band as defined in the *Indian Act*, or
  - (b) with the council of an Indian band established by another Act of the Government of Canada.
- (4) A board may operate a Provincial resource program or a distance education school in accordance with an agreement with the minister.

Education Agreements are most appropriately viewed as meaningful documents which address goals, priorities, and the needs of First Nations people. Education Agreements are intended primarily to enhance the educational opportunities of First Nations students. They aim to facilitate First Nations influence over the education programs available to their children.

Education Agreements are in part an instrument to provide for a transfer of dollars between First Nations and School Boards. They are specifically a determination of the terms by which tuition funds will be transferred from First Nations to School Boards. However, ***Education Agreements which focus on a broader perspective, which includes goals, priorities, and values, almost certainly will be more effective than those which are based primarily upon financial considerations.***

### ***What is the Purpose of Education Agreements?***

It is important to understand the legal and financial implications of Education Agreements. ***It is equally important to put those issues aside and focus on the key aspects — those which relate directly to the quality of education being provided.***

Education Agreements ideally establish an ongoing arrangement by which School Boards and First Nations will assist each other in providing quality education to students. The agreements are therefore best viewed as evolving documents.

Improving the quality of education offered to First Nations students and ensuring that they succeed is the true essence of Education Agreements. In fact, the purposes of Education Agreements in many ways reflect the objectives of the *School Act*, which fundamentally involve working to support students.

**School Act Preamble**

WHEREAS it is the goal of a democratic society to ensure that all its members receive an education that enables them to become personally fulfilled and publicly useful, thereby increasing the strength and contributions to the health and stability of that society;

AND WHEREAS the purpose of the British Columbia school system is to enable all learners to develop their individual potential and to acquire the knowledge, skills and attitudes needed to contribute to a healthy, democratic and pluralistic society and a prosperous and sustainable economy;

THEREFOR ... [the following Act is enacted].

Education Agreements are an important tool for implementing quality education programming. Developing Education Agreements can include identifying educational needs and priorities, mechanisms to help ensure that those needs are addressed and plans to monitor progress in that regard. The process of developing Education Agreements also reinforces a positive relationship between First Nations and School Boards. First Nations have experienced success when they enter into negotiations with School Boards willing to negotiate matters related to the quality, delivery and accountability of educational programs.

It is within the mandate of School Boards to ensure that quality educational services are available to all children — including First Nations children. Education agreements are useful in ensuring that all stakeholders understand that mandate.

As such, it is the responsibility of School Boards, as well as First Nations parents, teachers, and community members, to demonstrate a real commitment to the process of achieving the goals of the agreements.

Fundamentally, Education Agreements outline conditions under which First Nations parents feel that their children are supported within the public education system. Unless parents feel comfortable within the public education system, there will be an increase in the number of First Nations parents who seek alternative educational opportunities. As First Nations and DIAND negotiate Financial Transfer Agreements -- which will ensure that tuition dollars are transferred directly from DIAND to First Nations as part of a block funding arrangement -- Education Agreements may become more important, as First Nations may have greater flexibility in terms of how educational dollars are spent

***Why Should First Nations and School Boards Enter Into Education Agreements?***

**What Do Education Agreements Generally Look Like?**

Existing Education Agreements all differ, reflecting the various priorities of the participating Bands and School Boards.

However, many components of the Education Agreements are consistent, and those aspects are outlined in Appendix 2. (Appendix 2 represents a collection of the provisions of many Education Agreements). Not all of the aspects outlined are included in every agreement. Several Education Agreements are included as samples in Appendix 3. Those examples demonstrate some of the similarities and differences between the agreements.

**What Makes Education Agreements Successful?**

***Establishing Education Agreements Collectively***

The most successful Education Agreements have been founded upon the common goal of improving the quality of education for First Nations students. Successful agreements are also based upon a positive relationship between the First Nations and the School Board. Such relationships are based upon trust and a willingness to share information and resources which contribute to the provision of quality education programs and services. **Perhaps most importantly, Education Agreements are one component of an ongoing process of dialogue and partnership.**

As such, Education Agreements ideally are “evolving documents,” including processes for discussing issues which subsequently arise. They often provide for future communications and joint decision-making. Some Education Agreements, in fact, may include little more than a description of the relationship which will exist between the School Board, schools, and First Nations.

**Effective Approaches**

- Effective processes for developing Education Agreements reflect a notion of partnership, and a cooperative effort to design a useful and appropriate agreement.
- It is imperative that School Boards and First Nations be fully informed of the purpose of Education Agreements.
- Relevant discussions are ideally based upon concepts of “interest-based” rather than “position-based” negotiations (see Box 2).

Concerted efforts to ensure that First Nations parents and community members get to know and share their perspectives with School Board members, teachers, and principals are crucial. Ensuring that this process takes place may involve representatives of the School Board and schools visiting communities and meeting people face-to-face to discuss community values and priorities.

- Involving Employment Union representatives in communications related to Education Agreements is also useful. Having the support of Unions will increase the likelihood that Education Agreements will be successfully implemented. ***However, it is important to remember that Education Agreements are fundamentally bilateral agreements -- involving First Nations and School Boards only.***

***Good Communication***

## Box 2: Negotiations

Negotiations involve communicating directly with another party or parties for the purpose of reaching an agreement. In *Getting to Yes*, Roger Fisher and William Ury state that standard strategies for negotiations, such as hard bargaining and soft negotiations are not satisfactory.

1. **Hard Bargaining** -- a competitive approach, where negotiations are seen as a battle to be fought and where there are winners and losers.
2. **Soft Negotiating** -- involves avoiding confrontation and making concessions which are detrimental.

Both of these approaches are not as effective as one which is interest-based -- or **principled negotiations**.

### Principled Negotiations:

The principled negotiation method involves making a decision about issues based on their merits, rather than through a haggling process focused on what each side says it will and won't do. Principled negotiations suggest that both parties look for mutual gains whenever possible, and that when interests conflict, any decisions will be based on fair standards. Principled negotiations emphasize the merit of issues, not people, and they do not depend on tricks or posturing.

The notion of Principled Negotiations is based upon a belief that **it is detrimental to bargain over positions**; to do so is inefficient, produces unwise agreements, and endangers an ongoing relationship.

Rather, it is important to:

1. **Separate the People from the Problem**: disentangle relationships from the issues, and focus on the substance of negotiations;
2. **Deal Directly with the People Involved**: discuss each party's perceptions, look for opportunities for agreement, identify mutual concerns and needs, and make any significant emotions explicit and acknowledge them as legitimate;
3. **Communicate Effectively**: listen to and acknowledge what is being said;
4. **Build a Working Relationship**: work to address problems, not people;
5. **Focus on Interests, Not Positions**: identify interests, ask why negotiations are taking place, and think about alternatives and creative solutions. Also, look forward, not back, be concrete, but flexible, and be hard on problems, but soft on people;
6. **Invent Options for Mutual Gain**: avoid premature judgements and decisions, don't search for a single answer, broaden the options, and look for areas of mutual gain, shared interests, and new ideas and solutions; and
7. **Insist on Using Objective Criteria**: outline and agree on principles, fair standards and reasonable procedures.

### Further Resources Focusing on Negotiations

Fisher, R. And W. Ury. 1991. *Getting to Yes. Negotiating Agreement Without Giving In*. New York: Penguin Books.

Fisher, R. And S. Brown. 1989. *Getting Together. Building Relationships as We Negotiate*. New York: Penguin Books.

Also, see Appendix 4 for further resources.

In addition, flexibility and a willingness to consider new ideas and proposals is beneficial. For example, innovative Education Agreements could include the possibility of exchanging services at no cost, rather than focusing strictly on financial arrangements and transfers.

Some of the services which First Nations might provide to schools and School Boards are information and advice regarding cultural programming, the expertise of elders, speakers and/or workshop facilitators at no charge. Community members can also be asked to assist with students with special needs. School Boards, on the other hand, might make available to First Nations that operate their own schools the expertise of assessment experts and curriculum advisors, and/or library services. These types of flexible arrangements can help to ensure that Education Agreements result in a win-win situation, and the variety of services and resources which might be exchanged is almost limitless.

Focusing on establishing a positive and lasting relationship, rather than focusing on a speedy agreement, is appropriate for Education Agreement negotiations. Negotiations may even involve a series of steps, rather than an attempt to address every relevant issue immediately.

- Avoiding an atmosphere of panic is important.

Finally, involving people who will be directly involved in implementing the agreement is essential. Efforts to establish strategies for improving educational opportunities should involve educators, community members, and parents, not only administrators and politicians.

A clear and mutual understanding of its purpose and goals is the best foundation for an Education Agreement. If a First Nation and School District share similar perspectives in this regard, negotiations will almost certainly be easier.

First Nations and School Boards may wish to engage in a process to work with individuals who will be at the table to ensure that their understandings of Education Agreements are compatible.

A mutual understanding of the roles and responsibilities of the various stakeholders, including the First Nations, the School Board, parents and children, is also important. The successful implementation of any agreement will require a commitment from all stakeholders, and therefore widespread involvement in the development of the agreement is crucial.

Information sessions, community meetings, and individual opportunities for dialogue have proven to be useful, particularly when they have been facilitated by representatives of both the First Nations and School District.

- Opportunities for discussion allow for community input into the development of the agreements, ensuring that the resulting documents reflect the needs and priorities of the people of the local area.

Successful agreements include arrangements for implementation and evaluation. Those arrangements must be defined together by the First Nations and the School Board. Agreement is essential to facilitate changes to meet the needs of First Nations students, paying particular attention to the needs of communities.

***Developing Clear and Appropriate Understandings***

***Implementation and Accountability***

The First Nations community and/or the School Board may wish to conduct a needs assessment before an Education Agreement is established.

- A needs assessment may identify any trends which are evident and important in the local communities, such as graduation and attendance rates, achievement levels of students leaving school, and the numbers and success of students being placed into special programs.
- A needs assessment may also identify what issues are perceived by the local communities as priorities. This process may indicate which issues should be included in an Education Agreement, and may provide a basis for accountability and evaluation.

A strategic plan can also be undertaken before an agreement is put in place. Information related to strategic planning is included below in Box 3.

**Overcoming Difficulties**

It is important that the appropriate people be directly involved in the establishment of Education Agreements. It is particularly useful to have people involved who can, when necessary, make decisions on behalf of the organizations they represent. Therefore, both First Nations and School Boards should choose their people carefully. Other hints at overcoming difficulties include:

- If there is a conflict between individuals in the process of negotiations, it is helpful when those individuals step aside and allow new people to take part in the discussions.
- Reach out to communities which have achieved success and ask for their assistance and suggestions.

- Establish processes for mediation and dispute resolution. Generally, however, it is best when the people involved remain as open and flexible as possible. This builds commitment to the goals of the agreement.

Several issues which often arise in the context of the development of Education Agreements are discussed briefly below. No attempt is made to address any of the issues in detail, however, as their resolution will depend upon the unique circumstances of each situation. Some of the issues which are raised may not have readily identifiable solutions, and Education Agreements may provide that there be ongoing discussions in regard to outstanding issues.

In terms of almost all of the issues outlined, neither blame nor responsibility for solving the problem should be placed solely on either party. To do so would be counterproductive and ineffective, as solutions are the goal of Education Agreements.

Education Agreements do not provide additional financial resources for education purposes. However, funding issues are included in many Education Agreements, and it is important to understand the current system of financing for public schools.

Public schooling in British Columbia is financed by Provincial Government transfers. In calculating the costs of basic education programs and other services for School Districts across the province, formulas are used which take into account factors such as climate, geographic dispersion of population, and total costs of living. These formulas are constantly under review.

**What Issues Commonly Arise in Discussions of Education Agreements?**

**Issues Include:  
Issue #1:  
Funding**



### Box 3 Strategic Planning

Strategic planning is a system by which a group of people come together to envision their goals and develop the procedures, operations, and stakeholder support to achieve those goals.

Strategic planning is more than a plan or process. Instead, it involves developing principles which will guide future activities and be expressed in the systems which are designed and implemented.

In the guide to strategic planning prepared by the B.C. School Superintendent's Association, which is cited below, strategic planning is described as:

- A process which focuses on people and communities.
- A change process for transforming organizations.
- A method of building consensus and common vision(s).
- A way of strategically managing organizations.
- An information-age way of thinking about and solving education problems.
- An experience which involves all education stakeholders.

As Glendale (1997) notes, organizations use strategic planning to:

- Develop a vision for the future.
- Assess where the organization is by discussing and understanding its vision, mission, internal / external influences and factors that impact upon the organization.
- Map out how to get from here to there by looking at strategic issues, building strategies, goals, objectives, tasks, actions and a method for evaluating the end result.

Strategic planning maximizes the involvement of all partners so that everyone has a vested interest in the process. It also enables administrators to establish priorities as well as strategies collectively. Strategic planning builds teamwork and it encourages proactive solutions to issues.

For further information about strategic planning, please refer to:

*Preparing for the Future: Making Strategic Thinking, Strategic Leadership and Renewal Part of Everyday Life Into the 21st Century.*

Available from: the B.C. School Superintendent's Association.

1540 -- 1185 Georgia Street, Vancouver, B.C. V6E 4E6  
phone (604) 687 - 0590 fax (604) 687 - 8118.

*Strategic Planning for Education in First Nations Communities.*

Prepared by Louanne Glendale, and available from:

The First Nations Education Steering Committee,

#207 -- 1999 Marine Drive, North Vancouver, B.C. V7P 3J3  
phone (604) 990 - 9939, fax (604) 990 - 9949.

School Boards generally expend funds as they deem appropriate, with the exception of targetted or capped funds. The province also prescribes the portion of a Board’s budget to be allocated for special education programs.

- In negotiating Education Agreements, it is very important to remember that targetted funds are distinct from funding for general education services.

As outlined in Part One of this handbook (see pps. 24 and 25):

- the federal government provides funding to purchase a standard education for on-reserve First Nations students.
- the provincial government provides targetted funding to enhance the standard education and to ensure that the provincial system is responsive to the needs of students of Aboriginal ancestry, which includes First Nations students.

Provincial targetted funds are not the primary emphasis of Education Agreements. In some cases it may be useful to include issues regarding targetted funding in negotiations; in others it may not be necessary. However, while the allocation of the targetted funds might be negotiated as a part of the Education Agreement process, the existence of targetted funds is not negotiable — it is a matter of provincial policy.

While the needs and priorities of First Nations vary tremendously throughout the province, Special Needs in education is an area which is of tremendous concern to First Nations throughout British Columbia. Addressing the special needs of all children — including First Nations children — is within the mandate of School Boards, schools, teachers, and principals. As a report by the provincial Ombudsman (1995) states:

All children, regardless of their individual needs, have a right to an education. In a sense, every child has special needs. Rather than speaking of integrating “special needs” students into regular classrooms, we could more appropriately speak of inclusive schools. Such schools accept all children seeking an education and adapt programs to fit their age, ability and special circumstances. The majority of parents and educators in contact with the Ombudsman’s Office support inclusive schools, but [there are often] barriers to total inclusion.

- Issues associated with Special Needs are affected by a multiplicity of variables, and are therefore best addressed jointly by School Boards, principals, teachers, First Nations, community members, and parents.

Of particular concern to most First Nations are children who fall within “a grey area” — meaning those children who have some Special Needs, but whose needs are not considered severe enough for the child to be deemed eligible for “Special Needs Programming.” Such children are often put into a regular classroom, but are then noted as “problem” children — a situation which is extremely detrimental for the children.

Issues associated with Special Needs may warrant specific provisions within Education Agreements. Cooperative efforts to address such needs are crucial.

**Issue #3:  
First Nations  
Language  
Programs**

The development and implementation of Aboriginal language programs is also a crucial issue for almost every First Nation in the province. Discussions of this issue are ideally based upon a clear understanding of the importance of language issues for First Nations people. The provincial Language Education in B.C. Schools Policy and Guidelines (1996) recognizes this importance, as indicated in Box 4.

**Issue #4:  
“Streaming”  
First Nations  
Students**

Also of particular concern is the relatively high rate at which First Nations students are placed within the “non-Academic” learning stream. While the *School Act* provides a mechanism for parents to appeal such decisions, many successful Education Agreements specifically address this issue by noting that no changes in programming will be made without notification, consultation, and/or agreement of the students’ parents.

**Issue #5:  
Appeal  
Procedures**

Under the *School Act*, Section 11, Districts must establish a procedure for appeals to the Board. Schools are also expected to provide students and parents with information about appeal procedures, including the statutory right to an appeal.

It may be important to include additional provisions for appeals within Education Agreements. If such provisions are included, it is useful to note that, as the provincial Ombudsman states (1995), an effective complaint process is based upon principles which include:

1. The right to be treated with respect and dignity.
2. The right to speak on your own behalf or to have an advocate speak for or with you.
3. The right to be heard.
4. The right to participate in decisions that affect you.
5. The right to receive clear, complete and appropriate reasons for a decision.
6. The right to obtain all information that led to the initial decision or is being considered in an appeal. The right to receive information, and full disclosure, must be in accordance with the *Freedom of Information and Protection of Privacy Act*.
7. The right to an impartial review of a decision that affects you -- a review that is accessible, flexible, timely, and easy to use. A person appealing a decision also has a right to have the case reviewed by an impartial internal and/or external authority. School boards should not simply endorse the decisions of their administrators. A fair appeal procedure also will have reasonable time limits.
8. The right to an appeal procedure that has a built-in mechanism to protect against retribution.

Many complaints and misunderstandings may be resolved at the classroom or school level through informal discussions and mechanisms. Others may require more formal procedures. Ultimately, all appeals can be taken to the Office of the Ombudsman if necessary, and information provided to parents and students should include an indication of how to access that office.

**Box 4 Language Education in B.C. Schools Policy and Guidelines (1996)**

The Provincial Government acknowledges the need to promote Aboriginal Language and culture programs in British Columbia schools because they are indigenous to this province and are endangered. These languages should receive the benefit of extraordinary policy consideration. The government supports the need for understanding among cultures and encourages access to these languages for all students wherever possible.

**3.0 Aboriginal Languages Education**

The Ministry of Education, Skills and Training recognizes the importance of learning Aboriginal languages.

School boards are encouraged to support the language preferences of the local Aboriginal peoples. Boards should consult with Aboriginal communities to determine which languages may be offered in schools.

The Ministry of Education, Skills and Training will consider requests to financially support curriculum development for Aboriginal languages in addition to existing language and cultural funding already provided.

**Box 4 Language Education in B.C. Schools cont. Policy and Guidelines (1996)**

**Appendix II: Guidelines -- 3.0 Aboriginal Languages**

- 3.01 School boards are encouraged to support and offer the language preferences of the local Aboriginal community whenever possible. Issues and considerations that should be addressed are described in Section 5.0: Selecting a Second Language K-12.
- 3.02 Aboriginal language courses (as with all second language courses) should be developed appropriate to second language learners.
- 3.03 Aboriginal languages currently offered in grades 5 - 7 as locally developed programs will be eligible for second language requirement until the 1997/98 school year.
- 3.04 As of the 1997/98 school year, only Aboriginal languages with a provincial curriculum for grades 5 - 8 will be eligible to meet the second language requirement.
- 3.05 The school board and the local Aboriginal(s) should collaborate to develop a language curriculum and resources. Collaboration may include partnership initiatives, advisory committees, and involvement of language authorities (i.e., a consortium of school boards and Aboriginals).

**5. Selecting a Second Language K-12**

- 5.01 The local community should consult with school boards as they determine which second languages to offer. School boards should base the decision of which second language to offer upon languages that are important to a local region or community.

**Issue #6:  
The Hiring of  
Staff and  
Collective  
Agreements**

In order to move forward on certain issues, it is necessary to have an understanding of how systems work. An example of this is in regard to unions. It is important to recognize that collective agreements govern certain practices (for example, the hiring and firing of teachers) which may constrain or limit what may or may not be negotiated in regard to the direct involvement of First Nations in certain processes. It is therefore useful for First Nations to have clear understandings and acceptance of the role unions play in School District work environments. School Boards have the prime responsibility to negotiate union related matters.

The British Columbia Teachers' Federation (BCTF) represents the professional and economic interests of teachers. Other organizations represent non-instructional staff in the bargaining process. Negotiations are conducted under the *School Act* and the *Labour Code*.

Issues associated with collective agreements sometimes arise in the context of Education Agreements, and when they do there are usually ways to creatively avoid any conflict between collective agreements and the Education Agreement. For example, if there is a concern about individuals with substantial teaching experience but insufficient understandings of local issues filling all available job positions, job descriptions may be written to ensure that people who are hired in the public school system have qualifications which are appropriate and adequate. Other creative solutions are also possible.

It is important that School Boards and First Nations work together to ensure that Education Agreements and Collective Agreements do not supercede one another.

Some School District representatives are uncertain about the relationship of First Nations to other organizations and governing institutions, and clarification of this issue may help in the establishment of Education Agreements.

As these relationships vary, each First Nation can provide a description of its relevant relationships as part of the exchange of information which takes place.

Many First Nations people are concerned about increasing the representation of First Nations on provincial School Boards. In BC, it is important to note, no seats on School Boards are designated for First Nations people; rather, all School Board members must be elected. However, the process which exists for the establishment of electoral areas may influence the likelihood that First Nations people will be elected. That process is outlined briefly in Appendix 5.

Financial transfer arrangements (FTAs) are a recent development of DIAND. FTAs are based on the allocation of a "block" of funds from DIAND to First Nations, under which minimum program requirements are to be met. This approach is intended to place increased emphasis on the accountability of First Nations to their electorates, and to represent a further withdrawal by DIAND from the daily operations of First Nations. However, significant concerns have been raised in terms of FTAs -- including the problematic determination of the core 5 year budget in a way that does not account for increases in population, costs, and need. The implications of FTAs for Education Agreements requires further consideration, but the relationship of the two should be considered during negotiations.

**Issue #7:  
The Relationship  
of First Nations  
to Other  
Organizations  
and Governing  
Institutions**

**Issue #8:  
First Nations  
Representation  
on School Boards**

**Issue #9:  
Financial  
Transfer  
Arrangements  
(FTAs)**

**Useful  
Clauses**

- Education Agreements are based upon a variety of terms. Some of the agreements are for a multi-year period; some are established for one year only; others are renewed on a yearly basis. The term of the agreement ideally reflects the situation in which it is established.
- In addition, the issue of when and how often the nominal roll count should take place is an important issue for some First Nations, and accordingly will be included in some Education Agreements.
- Many education agreements also include a reference to the need and process for disciplining students. Those agreements which most effectively address this issue are sensitive to the concerns and needs of the community.
- Issues associated with assessment and testing tools may be included, as demonstrated in Appendix 2.
- The term of payment outlined in an Education Agreement ideally reflects when funding becomes available to First Nations.
- Finally, effective education agreements include clauses which indicate a process for termination and amendments.

A Reciprocal Education Agreement is an agreement negotiated to address a situation in which a student for whom the provincial government is responsible for funding is attending a First Nations school. The number of students in such a situation is generally quite small, but several Reciprocal Education Agreements have been established.

Education Agreements alone will likely not address all of the issues associated with the provision of quality educational opportunities to First Nations students. Rather, they should be viewed as one in a range of measures available to ensure that First Nations students have every opportunity to achieve success and reach all of the goals they set for themselves.

In the absence of education agreements, significant dissatisfaction may continue, and the relationships between First Nations and their surrounding communities may be unsettled.

Alternatively, in the negotiation of Education Agreements, genuine efforts can be made by First Nations, School Boards, school staff, and community members to come together and create solutions. The relationship built in such a process will undoubtedly be to the benefit of everyone.

In addition, Education Agreements are intended to focus primarily on meeting the needs of First Nations students. When that goal remains central to their development, Education Agreements can result in real improvements in the education of First Nations students, allowing them to more fully contribute their skills and energy to the development of their communities and all of British Columbia.

**What  
is a  
Reciprocal  
Education  
Agreement?**

**Summary**

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## Appendix 1: Excerpt from the B.C. Ministry of Education Statement of Education Policy Order, 1989

**Teachers:** have the right to exercise professional judgement in providing instruction to students in accordance with specified duties and powers. They have a responsibility to: ensure that each student is provided with quality instruction, to participate in all normal school activities; monitor the behaviour and progress of each learner in accordance with provincial and local policies; and communicate with students and parents. Teachers are accountable to the School Board and its delegates.

**School Principals:** have the right to exercise professional judgement in managing schools in accordance with specified duties and powers. They have a responsibility to: ensure that each student is provided with opportunities for a quality education; provide administrative leadership, in consultation with teachers and the community, that reflects the aspirations of parents and the community and that is consistent with provincial and district guidelines; cooperate with parents and the community in the delivery of non-educational support services to students; and focus on student access and achievement, quality teaching, communication with parents and the community. They are accountable to parents and to the Board.

**School Boards:** have a duty to govern districts and their schools in accordance with specified powers in a fiscally responsible and cost-effective manner. They have a responsibility to: ensure that schools provide students with opportunities for a quality education; set education policies that reflect the aspirations of the community and that are consistent with overall provincial guidelines; provide leadership and encouragement to schools and the community; cooperate with the community and social service agencies in the delivery of non-educational support services to students; and focus on the implementation of provincial and local education programs, school finance and facilities, student access and achievement. They are accountable to parents, taxpayers, the community and the province.

**District Officials:** have a duty to exercise professional judgement in managing the district in accordance with specified powers and duties. They have a responsibility to provide professional leadership in the design and implementation of education programs in districts, and are accountable to the local School Board.

**The College of Teachers:** has a duty to establish and apply standards of fitness and qualifications governing admission to the teaching profession. The specific duties of the Council of the College are to: approve, for certification purposes, teacher education programs established by provincial Faculties of Education; define bylaws and policies related to the academic and professional qualifications of teachers; issue teaching credentials; and investigate allegations of professional misconduct in disciplining its members. The College has responsibility for encouraging and facilitating programs of continuing teacher education and professional development to ensure general teacher competence and improve the quality of teaching.

**The Ministry of Education:** has a duty to set policies for the B.C. public school system in accordance with specified powers. It has a responsibility to: ensure that the education system provides students with opportunities for a quality education in a cost-effective manner; set standards and overall directions for the education system; provide leadership and encouragement to all education agencies in the province; cooperate with provincial agencies in the delivery of non-educational support services to students; and focus at a high level of provincial concerns on finance and facilities, program direction, development and implementation, student access and achievement, teaching performance, and system evaluation and public accountability.

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## Appendix 2: Consistent Provisions of Education Agreements

### *Preamble*

Several of the Education Agreements begin with a preamble, which generally outline the purpose and goals of the agreement, and provides the basis by which the parties enter into the agreement. Some of the points included in the preambles involve a mutual desire to afford First Nations communities greater participation in and control of First Nations education, and a mutual commitment to the development of educational opportunities which are culturally appropriate and will assist First Nations in meeting the needs of their people. Some of the preambles also indicate a mutual commitment to learn from failures of the past, and to support the development of an education system which will be a continuing source of satisfaction and pride for both the Board and the Band. In a few cases, the preambles also affirm the First Nations students' right to education which reflects First Nations languages and cultures.

### *Definitions / Interpretations*

Each of the Education Agreements includes definitions or interpretations of a number of terms which are key to the agreement.

For example, among the terms which are usually described are:

**Band**— naming the Band included in the agreement;

**Board**— naming the School District included in the agreement;

**Block Amount**— which is defined as the average per student block amount of funding allocated by the Minister of Education to the Board for a School Year, or such other funding system provided under the *School Act* as may apply from time to time;

**First Nations Student**— who is generally defined as a person who is ordinarily resident in the School District and enrolled in an education program offered by the Board, and who also meets one or more of the following criteria:

- (i) a registered Indian within the meaning of the *Indian Act*, belonging to the Band;
- (ii) a student with Indian status who resides on reserve lands;
- (iii) a student whose education phase is kindergarten to grade 12 inclusive **or** who is of school age or an adult learner; and
- (iv) a person of Aboriginal ancestry as agreed to by the parties, whether a registered Indian or not.

**Parent**— who is often defined according to the language of section 1 of the *School Act*, or who is defined more generally as the First Nations student's primary care giver.

**The First Nations Language**

**The relevant local advisory committee**

Other terms used in the agreement are also defined as necessary.



**Statement of Intent or Objectives**

The Education Agreements also generally include a number of points describing what both parties intend to work together to do. The specific points included in each agreement vary, but among those included in the Education Agreements negotiated to date are a mutual intention to:

- √ develop and reinforce in First Nations students a strong identity, pride in their cultural heritage, and a feeling of self-worth as First Nations people;
- √ cooperatively assess educational needs of First Nations students and provide services to meet those needs;
- √ develop programs to enhance academic and vocational skills, as well as the personal, social and cultural growth of First Nations students;
- √ improve the learning environment at all levels of the school system to maximize learning opportunities for First Nations students;
- √ increase the number of First Nations students who graduate and who are able to gain employment or entrance to a post-secondary institution, or otherwise succeed at creative and/or entrepreneurial endeavours;
- √ increase the numbers of First Nations graduates with skills of value in the development of their communities;
- √ create educational systems which are motivational and which encourage First Nations students to attend and stay in school;
- √ promote family involvement in the education of First Nations students at home and in school;

- √ increase awareness of and respect for First Nations cultures and linguistic heritages at all levels and amongst all educators and students;
- √ increase the awareness of parents, students and teachers of the impact of course selection; and
- √ through the local education advisory committee, review the mandate given to the positions hired under the First Nations targeted funding.

**Responsibilities of the Board**

Education Agreements generally include a number of activities which the Board agrees to undertake. Although the number and selection of these points varies amongst the agreements, some of the responsibilities which are commonly outlined in existing Education Agreements include:

- √ enrol and provide to First Nations students an educational program in accordance with the *School Act* and regulations and orders thereunder;
- √ provide equal opportunity for success of First Nations students;
- √ consult with the Band on a regular basis regarding issues related to the education of First Nations learners, **or** invite the band to participate in budget and priority setting for education involving First Nations students;
- √ continue a local education advisory committee as described in the agreement; and
- √ continue the development of First Nations education and cultural programs through any mechanisms defined in the agreement;

***Responsibilities of the Band***

The Education Agreements also consistently outline a number of responsibilities of the participating Band, including a selection of, among other points, to:

- √ promote the importance of education within the community;
- √ promote multilingualism in the relevant First Nations language(s) as well as English, and promote knowledge of First Nations teachings and traditions;
- √ promote the active participation and involvement of parents and other Band members in the education of First Nations children, promote parental involvement, and assist parents in establishing and maintaining a healthy and supportive environment;
- √ continue the development of First Nations education and cultural programs through any mechanisms outlined in the agreement;
- √ provide, on request, a list of resource materials and people with expertise in the First Nations cultural, educational and governmental issues; and
- √ participate in and support a local advisory committee as defined in the agreement.

***Tuition Payment***

All of the Education Agreements also include a section dealing with the payment of tuition. Generally, those sections include something in the manner of:

Subject to this Section, the Band shall pay to the Board an annual tuition fee for each First Nations student defined in this agreement who is enrolled in an education program in the School District as of September 30th of each year:

(a) For billing purposes, a First Nations student enrolled in the School District as of September 30th of a school year shall be deemed to be in attendance for the year.

(b) The September 30th enrolment figures shall be:

- (i) certified by the Secretary-Treasurer of the Board,
- (ii) certified and approved by the Band, and
- (iii) certified by the Superintendent of Schools.

(c) The annual tuition fee for each First Nations student shall be an amount equivalent to the Block Amount. Until such time as the final Block Amount per student is finalized, the payment schedule will be based upon the estimated Block Amount per student as established by the Board. When the Block Amount is known, the next instalment shall be amended to include an adjustment for past instalment payments.

(d) The schedule of payments is also outlined.

***First Nations Trust***

Some Education Agreements also include a section outlining the details of a First Nations Trust. When included, these sections establish a second enrolment date to determine the number of students that transferred from the Public School System to the Band Schools and from the Band Schools to the Public Schools. Then, arrangements are made for establishing financial reserves, such as:

(a) For all students transferring from the Public School System to the Band Schools, the Board agrees to set up a reserve equal to 25% of the amount determined in the tuition payment section.

(b) For all students transferring from the Band Schools to the Public School System, the Band agrees to set up a reserve equal to 25% of the amount determined in the tuition payment section.

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(c) The reserves shall be held by the Board and Band in Trust. These Trusts will be used for programs to benefit First Nations students, after consultation with the local education advisory committee.

### ***Issues Included***

The Education Agreements also address a variety of issues, the number and selection of which varies with each agreement. Some of the issues which are included in the Education Agreements include:

#### ***First Nations Language Programs***

Some of the Education Agreements contain sections dealing with First Nations language programs, including a mutual commitment to their implementation and to establish joint strategies for training and hiring staff to develop such programs.

#### ***Assessment and Placement for Students***

This issue involves the conduct of comprehensive assessments for First Nations students. Some of the Education Agreements include a provision indicating that the District will work with the Band to monitor First Nations students and that it will strive to ensure that they are placed in appropriate programs. Some also indicate that it is important to strive to keep students in regular programs wherever possible.

Generally, the Education Agreements which include this issue state that the placement of First Nations students in modified or special programs will involve parental involvement and/or informed consent, and they outline the types of information which will be provided for parental consideration. Among the information listed is:

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- √ the reason for the placement, and the potential benefits which will result;
- √ other options which might be available;
- √ notification of any resources which might be available for the parents, and of their right to meet with the Board to discuss the placement; and
- √ any information to which the parent is entitled pursuant to the *School Act*.

Additionally, some agreements include a commitment to continue to negotiate and develop appropriate programs for First Nations students with special education needs, and some also include a mechanism for appeals of placement decisions.

#### ***Curriculum Development and Delivery***

This issue generally includes an agreement to seek funding and to work cooperatively to improve and develop curricula in First Nations studies, including language, culture, history, science and other areas. It also often includes a commitment to introduce culturally relevant materials and activities in all subject areas and for all students.

#### ***Access to Resources Specific to First Nations***

Some Education Agreements also include reference to a joint commitment to access resources, services and activities, and to access Resource Centre materials.

#### ***Cross Cultural Awareness in Hiring and Recruitment Policies***

Many of the Education Agreements refer to joint efforts to promote applications from and employ qualified First Nations teachers, counsellors, teaching assistants, and other personnel. In some cases, specific criteria for doing so are outlined, such as: familiarity with the First Nations culture and language; a commitment to the promotion of that

language and culture; effective interpersonal skills; and adequate academic skills. Some of the agreements also refer to joint training workshops for First Nations workers, cross-cultural awareness programs for all teachers and staff, and efforts to invite First Nations resource people, specifically elders, to assist teachers.

### ***Accountability and Communication***

Many Education Agreements also include sections dealing with the provision of and access to information to assist in developing strategies to analyze, improve and support education programs for First Nations Students. Some of these sections also outline a schedule of meetings to take place throughout the school year to review the implementation of the agreement.

Some Education Agreements also provide for reports from the School Board outlining such information as:

- √ the number and ratio of First Nations students covered by the agreement, the number enrolled in various education programs, and the success rates of those students;
- √ the number and ratio of First Nations personnel;
- √ a financial statement of tuition fees; and
- √ other information as agreed.

Some agreements also include a Board commitment to supply to the Band, when requested, such information as First Nations student records (with the written consent of the parents), and copies of all reports and communications sent to First Nations parents.

### ***Retention of First Nations Students***

Some of the agreements include a statement that success of First Nations students should be maximized and the number of students dropping out of school should be minimized. In order to address this issue, the Education Agreements often include commitments to implement programs to improve attendance and graduation rates.

### ***Capital Projects***

In some of the Education Agreements, the Board agrees to inform the Band of capital construction projects.

### ***Dispute Resolution, Arbitration, and Termination***

Many of the Education Agreements include provisions relating to dispute resolution, arbitration, and the termination of the agreement. In some cases, the Education Agreements establish a dispute resolution committee or other mechanism, as well as a process for arbitration. In addition, several of the agreements include a process for termination, which usually allows for written notice of any breach. Generally, the relevant provisions include something in the manner of:

Should either party breach in its obligation under the agreement, the defaulting party shall be given 30 days notice in writing to rectify the breach. If the defaulting party fails to rectify the breach, the agreement may be terminated by the party asserting the breach on June 30th of that school year.

The Band or Board may terminate the agreement by giving written notice to the other party three months prior to July 1 of any school year.

***Notices and Term of the Agreement***

The Education Agreements also generally include provisions outlining the means by which any notice, claim, consent, waiver, statement or other document or payment should be made. In addition, the term of the agreement is outlined in the Education Agreements.

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**Appendix 3  
Samples of Education Agreements**

**LOCAL TUITION AGREEMENT  
BETWEEN  
THE BOARD OF SCHOOL TRUSTEES OF  
SCHOOL DISTRICT NO. 87 (STIKINE)  
AND  
ISKUT BAND COUNCIL**

This agreement made **as of the**    **day of**    1995.

**BETWEEN:**

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

(hereinafter referred to as the "Board")

**AND:**

**ISKUT BAND COUNCIL**

(hereinafter referred to as the "Council")

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WHEREAS..

- A. Section 104(3) of the *School Act* provides for agreements between a board of school trustees and a council of a band as defined in the *Indian Act* (Canada) with respect to the education of Indian students (hereinafter referred to as First Nations students);
- B. The 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 Council wishes to enroll First Nations students in schools operated by the Board;
- E. The Council wishes to have their children provided with an educational program that includes the teaching of Tahltan language and culture;
- F. The 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 Council and the Board wish to enter into an agreement concerning the payment by the Council to the Board for educational services;
- H. The 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 Council, is designed to enable learners to develop their individual potential and to acquire the knowledge, skills and attitudes needed to contribute to a

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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 Council, 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 Council 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 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;

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

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### 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 thereunder, 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 Council 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 Council, promotes an understanding and appreciation for the history, culture and language of the Tahltans.
- 3.5 The Board agrees to develop, in consultation with the Council, a 'Scope and Sequence Chart' 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 Iskut Band Council, or representatives, stating how many students under this agreement are receiving Special Education Program. This letter will be sent after assessments have been completed;
  - 3.6.2 Council may become involved with a specific student 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.

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- 3.7 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 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.
  - Note: The local band can get involved with a specific student's program if the parents consent.
- 3.8 The Board agrees, in consultation with the Council, 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 Council, to implement self-esteem programs in Dease Lake School.
- 3.10 The Board agrees to fund students from Grades 11 and 12 to visit both Native and non-Native colleges in order to expose them to what is expected of them when they attend college.
- 3.11 The Board will attempt to provide means for First Nations students to participate in culturally relevant activities elsewhere in Canada.
- 3.12 The Board agrees to encourage Dease Lake School to offer a more comprehensive extracurricular program.
- 3.13 The Board will encourage Dease Lake School to develop its discipline policies in consultation with Council representatives and the parents of the students attending Dease Lake School.
- 3.14 The Board agrees to participate with the Council in the selection and training of personnel associated with the delivery of First Nations programs.
- 3.15 The Board, in consultation with Council, will organize regular in-service activities for teachers who are involved in the education of First Nations students.

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- 3.16 The Board agrees to invite a Council representative to sit on any committee involved in hiring district educational personnel.
- 3.17 The Board may employ a “District Principal” who shall be responsible for ensuring delivery of First Nations education programs for all First Nations Bands in the District and who shall be responsible for developing and implementing, in conjunction with the Council, a 5-year plan for the integration of First Nations education programs in the regular school curriculum. The District Principal shall be responsible for 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 co-ordination of locally based curriculum;
  - d. co-ordination of various agencies to better meet social needs of First Nations students;
  - e. support base for First Nations students;
- 3.18 The Board agrees to assist with certification of First Nations Language Instructors through the College of Teachers, and explore with the instructors, and Council, 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.
- 3.20 The Board shall 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. 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. If the newsletter addresses First Nation’s issues adequately, the quarterly newsletter may not be required.
- 3.21 The Board will include a statement on First Nations programs as part of its annual report respecting the general effectiveness of its educational programs.

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4. THE COUNCIL’S OBLIGATIONS
- 4.1 The Council will pay to the Board a tuition fee as set out in Article 5.
- 4.2 The Council, and the Board, agree to foster the importance of education within the homes of members of the Band represented by the Council.
- 4.3 The Council, 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 Council agree to provide the Board on request with lists of resource people having expertise in Tahltan cultural, educational and governmental issues.
- 4.5 The Council agree to participate as equal partners, with the Board, in educating First Nations students that belong to the Band.
- 4.5.1 The Council, or designates, will meet with the Superintendent, or designate, and with the principal of Dease Lake School, on a regular basis to discuss issues concerning the education of First Nations students from Iskut.
- 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 will be held in Iskut before the end of January, 1996.
- 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 Council and the Board to encourage parents and students to attend these meetings.



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5. TUITION FEES
- 5.1 Subject to this section, the Council shall pay to the Board a portion of the annual tuition fee as described in Section 5.7, for each Iskut First Nations 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 Articles 3.7 and 4.5, 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 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.
- 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 Council 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 enrolment 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 Council, and / or its representatives.
- 5.7. The total tuition fees payable for the School Year, 1995/1996 shall be paid by the Council to the Board according to the following schedule without prejudice due to the short timeline:

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- 5.7.1 40% on or before December 1, 1995
- 5.7.2 20% on or before March 1, 1996
- 5.7.3 40% on or before May 1, 1996
- 5.7.4 Future payment schedules will 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 The Board shall pay the Council \$1.00 to assist with the implementation, and monitoring of this agreement. This amount may be cancelled, or repaid, should there be on-going administration funds received from the Federal Government.
- 5.9 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.
6. TERMS
- 6.1 This agreement shall come into force on July 1, 1995 and, subject to Section 8.0, shall continue in force for one School Year expiring June 30, 1996, unless renewed by the parties in accordance with Article 6.2.
- 6.2 The parties may, by written agreement, extend this Agreement for a second term of one School Years expiring June 30, 1997.
7. TERMINATION
- 7.1 Notwithstanding any other provision of this Agreement, the Council or the Board may terminate this Agreement by giving written notice to the other party at least ninety (90) days before July 1, of any School Year.

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- 7.2 Where notice is given under Section 7.1, this Agreement will terminate on June 30 following the date the notice is given and the parties will be under no further obligation to each other except 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.
- 7.3 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. RENEGOTIATION
- 8.1 Any change in the present method of allocating the tuition fee by the Ministry of Education to the Board may necessitate renegotiation 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.
- 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 An Iskut Advisory Committee 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 Dease Lake School, District Principal, a teacher representative, or others designated by the Superintendent of S.D.#87.

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- 10.2 The Iskut Advisory Committee shall meet at least twice per year to review the implementation of this Agreement.
- 10.3 The Iskut Advisory Committee may request participation of third party agencies such as the Department of Indian Affairs or the Ministry of Education in its meetings.
11. REFERENCES
- 11.1 Every reference to the Council will include the Chief Counsellors 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 persons 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 therefor 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.

**LOCAL EDUCATION AGREEMENT**

This Agreement to be effective on 1 July 1994 BETWEEN:

**THE NANAIMO FIRST NATIONS**

(hereinafter referred to as the “First Nation”)

AND:

**BOARD OF TRUSTEES**

SCHOOL DISTRICT 68 (NANAIMO)

(hereinafter referred to as the ‘Board’)

**WHEREAS** the Nanaimo First Nations Council, as the legitimate government of the First Nation, or its designate, has the authority and responsibility for the education of its members.

**AND WHEREAS** the Board has the authority under Section 104 (3) of the *School Act* to enter into agreements with respect to the education of Indian children as defined in the School Act and a Council of a Band as defined in the *Indian Act* (Canada).

**AND WHEREAS** it is recognized by the First Nation and the Board that the Board is the legislated authority relating to the governance and operation of the public schools, school personnel and students.

**AND WHEREAS** the First Nation and the board intend to provide educational programs and other educational services for First Nation children resident within the School District which are appropriate to their cultural and linguistic heritage and a continuing source of satisfaction and pride for the First Nation and for the School District.

**THEREFORE** the Parties agree as follows:

1.0 **INTERPRETATION**

For the purposes of this agreement, the following definitions shall apply:

‘Additional Funding’ means funding other than core funding and supplementary funding.

‘Block Grant’ means the funds received by the Board from the Province of British Columbia for the education of students in the School District through the fiscal framework.

‘Board’ means the Board of Trustees, School District 68 (Nanaimo).

‘Educational Program’ means an organized set of learning activities that, in the opinion of the First Nation and the Board, is designed to enable First Nation students to develop their individual potential and acquire the knowledge, skills, and attitudes needed to achieve a quality academic and culturally relevant education.

‘First Nation’ means the Nanaimo Indian Band as defined in the *Indian Act* (Canada).

‘First Nation student’ means a student who is a First Nations member or who is affiliated and associated with the First Nation and who resides on the First Nation Reserves and who is enrolled in a school operated by the Board.

‘First Nation Education Council’ means the Council established by the First Nation to develop, monitor, and administer First Nation education programs.

‘FNEAC’ means the First Nation Education Advisory Council.

‘Full Time Equivalent (FTE) First Nation student’ means a student who is:

- a) of school age as defined in the *School Act*; or
- b) an adult learner in full time attendance in an educational program recognized by the Board, the Ministry of Education, and the First Nation.

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“LEA” means this Local Education Agreement.

“Ministry” means the Ministry of Education.

‘Nominal Roll’ means a list of those First Nation students in an Educational Program as at September 30 of a school year even if a student withdraws from or is enrolled in an Educational Program after September 30.

“Programs” means the regular program, alternate program, ABE program, Pathfinder program, E.S.L. program, Resource Room program, Learning Assistance program and any other programs established under the *School Act* during the term of this agreement.

“School -District” means the area constituted under the *School Act* as School District 68 (Nanaimo).

‘School Year’ means a 12-month period commencing on July 1st and ending on June 30th of the following calendar year.

‘Sne-ney-mux’ means the traditional name of the First Nation.

‘Supplementary Funding’ means the funding provided to School Districts by the Ministry of Education for Aboriginal Education Programs and included in the Block Grant.

### 2.0 PREAMBLE

2.1 Subject to the provisions of Section 104 (3) of the *School Act* of British Columbia, the First Nation and the Board wish to recognize that a local education agreement will afford the First Nation the opportunity for greater participation and influence in First Nation education.

2.2 The First Nation affirms that First Nation students have an aboriginal right to education which reflects First Nations culture and language.

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2.3 The First Nation affirms its right to influence the relevance and quality of education wanted for First Nation students.

2.4 The First Nation supports the British Columbia Ministry of Education’s recognition that the success of First Nation students is a major priority.

2.5 The First Nation agrees that maximum educational opportunities and benefits for First Nation students can be best achieved through regular and on-going consultation and agreement between the First Nation and the Board.

2.6 The First Nation agrees that the linguistic and cultural differences that exist between First Nation and non-First Nation students may require enhanced curriculum, support bridging, and understanding to enable First Nation students to succeed in a public school.

2.7 The First Nation wants to ensure that the Board policies and curriculum reflect a positive view of First Nation cultural goals, values, and traditions.

### 3.0 STATEMENT OF SHARED INTENT

During the term of this agreement the First Nation and the Board intend to work together to achieve the following objectives:

3.1 To work diligently to assess the educational needs of First Nation students with their families and arrange the delivery of services that will meet these needs.

3.2 To enhance and affirm a strong identity, pride in heritage, and healthy self-esteem in First Nation students.

3.3 To develop policies, programs, and procedures that increase the awareness and respect of all educational staff for cultural and linguistic differences.

3.4 To facilitate and increase the percentage of First Nation graduates who demonstrate skills of self-sufficiency and responsibility such that they are able to gain immediate employment or gain entrance into post-secondary institutions.

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- 3.5 To ensure that the First Nation is involved in appropriate steps in the Board's hiring process for those positions which have a major impact on First Nation students and to support the First Nation in the hiring of Counselling and other staff providing support to First Nation students.
- 3.6 To actively involve, in collaboration with the First Nation, elders of the First Nation and other First Nations resource people in the school system.
- 3.7 To cooperate with government agencies or institutions in the training of First Nation education personnel.
- 3.8 To endorse the Federal and Provincial policies on employment equity.
- 3.9 To work together to increase awareness of First Nation culture among all students and, subject to funding being available, to provide for the integration of Sne-Nay-Mux cultural values and information about the Sne-Nay-Mux people in appropriate curriculum areas.
- 3.10 To establish a First Nation Education Advisory Council.
  - 3.10.1 To ensure regular and onions consultation. services. and discussion regarding the education of First Nation students;
  - 3.10.2 To collaborate on the development of First Nation programs which enhance academic and vocational skills, while promoting personal. social. and cultural growth; and
  - 3.10.3 To monitor this agreement.

The composition, mandate, and schedule of meetings of this Council will be agreed upon by both parties. (See Appendix 'A')

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- 4.0 THE BOARD'S OBLIGATIONS
  - 4.1 The Board agrees to enroll and assist in providing to First Nation students quality academic programs in accordance with the *School Act* and Regulations and orders thereunder. and culturally relevant programs in accordance with the terms of this Agreement.
  - 4.2 The Board agrees to provide equal access and opportunity to First Nation students in a manner consistent with Board practices for all students enrolled in educational programs.
  - 4.3 The Board agrees to appoint FNEAC members and support their mandate.
  - 4.4 The Board agrees to reiterate its commitment to increasing the number of trained First Nation staff working with First Nation students.
  - 4.5 The Board agrees to cooperate with the First Nation to acquire funding for the selection and hiring of staff associated with the delivery of educational programmes to First Nation students.
  - 4.6 The Board agrees to involve the First Nation in the planning for and direction of the Supplementary Funding provided by the Province to the Board relating to First Nation students for aboriginal education programs and services.
  - 4.7 The Board address to provide, by June 30 of each year, notice to the First Nation of planned changes in student grade placements or timetable systems planned by the Board for the September school opening of that year and by March 31 any planned changes in instructional offerings.
  - 4.8 The Board agrees to provide notification of non-instructional days to the First Nation as soon as these dates are known.
  - 4.9 The Board agrees to prepare an annual report on the provision of Education Programs to First Nation-students under this Agreement and to present the report at a Special Meeting of the First Nation and the Board. The annual report shall

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include details as at September 30 and May 31 of each school year in accordance with the *Freedom of Information Act*, concerning:

- 4.9.1 the number of First Nation students covered by this Agreement and their programs;
- 4.9.2 attendance, graduation and student retention data;
- 4.9.3 financial accounts related to this Agreement which are prepared by the Board in the regular course of its operation;
- 4.9.4 the number of teaching and non-teaching staff working directly with First Nation students and their duties and responsibilities;
- 4.9.5 measures of participation and success of First Nation students, suitable to provide a reliable benchmark and a means of tracking program performance.
- 4.9.6 other issues agreed upon by Board and the First Nation.

### **5.0 THE FIRST NATION'S OBLIGATIONS**

- 5.1 The First Nation agrees to provide continuous, open communication with Board personnel regarding student support, soliciting family support, and any other topics related to educating First Nation students.
- 5.2 The First Nation agrees to provide the Board with lists of resource people having expertise in cultural, educational, and governmental issues.
- 5.3 The First Nation agrees to provide the Board with lists of support personnel employed by the First Nation who are available to assist in the schools.
- 5.4 The First Nation agrees to promote the active participation and involvement of First Nations parents and other members of the First Nation in the education of their children, both curricular and extracurricular.

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- 5.5 The First Nation agrees to appoint FNEAC members and support their mandate.
- 5.6 The First Nation agrees to endeavour to keep themselves informed of programs and practices of the public school system and, as needed and when resources permit, provide extra tutoring for First Nation students.
- 5.7 The First Nation agrees to provide notice of approved residential land developments on First Nation lands to the Superintendent of Schools of the Board where significant population increases or decreases may result.
- 5.8 The First Nation agrees to provide to the Superintendent of Schools of the Board by June 30 of each year notice of changes in timetable structures, or grade levels planned at First Nation schools, for the September school opening of that year, and by March 31 for planned changes in instructional offerings.
- 5.9 The First Nation agrees to prepare and present at a Special Meeting of the First Nation and the Board an annual report which will include details at September 30 and May 31 of each school year concerning its activities under Section 5.0 of this Agreement, as well as the programs and activities of the Qwam Qwum Stalict School and Post-secondary activities, goals, and objectives.
- 5.10 The First Nation agrees to pay the Board tuition fees in accordance with Section 11.
- 5.11 The First Nation agrees to obtain such consents as may be required to give effect to this Agreement.

### **6.0 CURRICULUM DEVELOPMENT AND DELIVERY**

- 6.1 Both Parties agree to work together to access funds to improve and develop curricula in First Nation Studies, Literature, History, Social Studies, Fine Arts and Culture, and to introduce more culturally relevant material and activities in appropriate subject areas, for all students.

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6.2 Both Parties agree to work together to access funds to provide necessary personnel and/or release time to;

6.2.1 assist in curriculum development; and

6.2.2 provide staff cross-cultural awareness training

### **7.0 ASSESSMENT AND PLACEMENT**

7.1 The Board recognizes the desire of the First Nation that each First Nation students, at a level and in a program appropriate to his/her needs and abilities. Therefore, the Board will monitor the progress of First Nation students and will strive to ensure that First Nation students are placed in appropriate programs.

7.2 Placement of First Nation students requiring assessment will occur only after the following steps have been completed:

7.2.1 informed consent has been obtained from the child's parent or guardian prior to the assessment and/or placement;

7.2.2. an appropriate assessment has been completed, or made available if a recent assessment has been completed. and results made available to the parent, the school-based team, and to the First Nation Education Council;

7.2.3. a written report stating the reason for the placement, the options considered and the educational opportunities gained and lost by the placement. has been received by the parents or guardian and First Nation Education Council;

7.2.4 an appeal regarding the assessment and placement must be placed by the parent or legal guardian. The First Nation Education Council may support the parent in this appeal process.

7.2.5 the First Nation Education Council has obtained parent or guardian consent to receive information about First Nation student assessment and placement.

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7.3 First Nation students will be given the same opportunities as other students to make course selections in accordance with Board policy.

7.4 In accordance with the *School Act*, Board Policy, and, upon request, the Board will provide any parent or guardian with the following:

7.4.1. student records of their child/children,.

7.4.2 copies of all reports and communications concerning their child/children;

7.4.3 notice of all formal meetings initiated by the school concerning their child/children.

7.5 It is the responsibility of the First Nation to acquire all documents about individual students through the parent or guardian concerned.

7.6 The First Nation will provide to relevant school administrators copies of assessments of First Nation students transferring from Qwam Qwum Stalict School into Board programs.

### **8.0 DISCIPLINE**

8.1 Discipline related to First Nation students shall be in accordance with the School Act and Regulations, the Code of Conduct for each school as approved by the Board, and the Appeals Bylaw of the Board, with due consideration given to the recommendations on discipline policy provided by the FNEAC.

8.2 The administrators of the schools attended by First Nation students shall meet annually with the FNEAC to discuss school discipline policies and procedures.

8.3 School administrators and the First Nation Education Council Administrator will endeavor to employ a team approach when dealing with global disciplinary issues involving First Nation students.

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### 9.0 **CROSS-CULTURAL AWARENESS AND HIRING IN THE SCHOOL DISTRICT**

- 9.1 The Board shall attempt to attract and retain qualified First Nation teachers and counsellors, assisted by the First Nation Education Council.
- 9.2 The Board shall encourage schools to invite First Nation resource personnel to assist teachers.
- 9.3 The Board will cooperate with the First Nation and relevant employee groups to encourage periodic professional day activities for all educational staff working with First Nation students.
- 9.4 The Board will respect the role of First Nation-employed counsellors and education co-ordinators and will provide them with the use of facilities to accomplish their work.

### 10.0 **COMMUNICATION**

- 10.1 Effort will be made to create excellent communication between the Board and the First Nation through meetings of appropriate professional personnel with First Nation parents.
- 10.2 The Board and First Nation will encourage First Nation parents to attend parent-teacher interviews and develop appropriate arrangements to that end.

### 11.0 **PAYMENT**

- 11.1 The First Nation shall pay to the Board an annual tuition fee equivalent to the amount by which the Board's Block Grant is reduced for the students on the Nominal Roll.
- 11.2 The September 30 enrolment figures shall be:
- 11.2.1 certified by the Secretary-Treasurer of the Board;

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11.2.2 certified by the First Nation Education Council Administrator; and

11.2.3 approved by the Superintendent of Schools.

11.3 The total tuition fees payable for each School Year shall be paid by the First Nation to the Board according to the following schedule:

11.3.1 20% of the total tuition fee on or before October 30..

11.3.2 10% of the total tuition fee on or before the last day of each subsequent month.

11.3.3 the remainder on or before June 30.

11.4 Any sums payable by the First Nation to the Board which are unpaid as of July 15 shall bear interest at the prevailing borrowing rate of the Board from July 15 to the date of payment.

11.5 Until such time as the final Block Grant adjustment for First Nation students has been determined, the payment will be based upon the estimated amount as established by the Board. When the final amount is known, the next instalment payment shall be amended to include an adjustment for past instalment payments.

11.6 On or before March 1 of each year of this Agreement, the First Nation will provide to the Board a reasonable estimate of the number of First Nation students and the grade level of each student who will be attending Board schools effective the immediately following school year. The Board shall use the estimated enrolment figure for the purposes of staffing and for the calculation of the October 30 payments as referred to in Section 7.6.1.

11.7 If by agreement of the First Nation and the Board, the Board provides services or programs to any First Nation student, the cost of which is in excess of the Block Grant, the First Nation shall reimburse the Board for the cost of those services or programs within 30 days of the receipt of an invoice from the Board.

11.8 The First Nation and the Board agree that additional services or programs not referred to in this Agreement may be provided by the Board if the First Nation and



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Board agree to the terms and costs for such service(s) or program(s).

11.9 In the event of a school closure due to a labour dispute, the tuition fee will be equitably adjusted by the agreement of the parties. Any adjustment shall take into consideration the number of days of school closure and adjustments in funding made by funding sources to the First Nation and to the Board. It is the intention of the parties that neither the First Nation nor the Board should benefit financially from a school closure.

### 12.0 DEFAULT

12.1 Any default by the First Nation in making the payments required under Section 11 may result in the termination of this Agreement at the option of the Board. The Board will notify the First Nation in writing of such termination and provide 30 days prior notice of such termination.

12.2 In the event of termination of this Agreement by the default of the First Nation, the First Nation shall be responsible to the Board for any and all costs to the Board resulting from the default including interest on the outstanding amounts at the prevailing borrowing rate of the Board from the date of termination.

12.3 If there is a default under the terms of this Agreement, save and except a default under Section 5.10, the party not in default may, if the default has not been cured or commenced to be cured within 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 Committee under Section 16 which may proceed to arbitration under Section 17 if it is not resolved.

12.4 The Board and the First Nation acknowledge that some obligations under this Agreement are dependent upon monies and resources being made available by entities other than the Board and the First Nation. If such monies and resources are not made available, the Board and/or the First Nation shall not be obligated to carry out the terms of this Agreement that require such monies and resources.

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### 13.0 ACCESS TO RESOURCES AND SERVICES

#### 13.1 Access to Resources and Services

The Board, in cooperation with Board staff, will make available to the First Nation, at the First Nation's request and at a cost to the First Nation to be negotiated between the First Nation and the Board:

13.1.1 Resources and personnel to share ideas, put on workshops, undertake professional development, circulate information, and work with teachers, students, and parents.

#### 13.2 Access to School District Activities

13.2.1 The Board will encourage the Nanaimo District Teachers' Association, CUPE Local 606, and the Nanaimo School Administrators' Association to extend an invitation to Qwam Qwum Stalict School to participate in appropriate professional meetings, conferences, and training sessions.

13.2.2 The Board will encourage invitations to Qwam Qwum Stalict School to participate in mutually agreed upon extra-curricular activities.

#### 13.3 Student Orientation

The First Nation Education Council will develop, in consultation with the Board, an orientation programme for Qwam Qwum Stalict students transferring to schools in the School District.

#### 13.4 Access to First Nations Activities

The First Nation Education Council will advise the Board of educationally relevant activities which may be of interest to Board students, teachers, and administrators, and include an invitation requesting their participation.

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### 13.5 Student Records

The First Nation Education Council and the Board agree to the reciprocal transfer of photocopies of Permanent Record Cards and student files of students transferring between Qwam Qwum Stalict School and schools within the School District.

### 14.0 TRANSFER OF STUDENTS

Reciprocal transfer of students between Qwam Qwum Stalict School and the schools in the School District will be discouraged after 30 September, unless it is in the best interests of the child.

### 15.0 DATES OF AGREEMENT

#### 15.1 Term

This agreement between the First Nation and the Board will be for the period 1 July 1994 to 30 June 1997.

#### 15.2 Extension of Agreement

The Agreement may be extended and / or modified with the mutual consent in writing of the First Nation and the Board prior to 1 April 1997.

### 16.0 DISPUTE RESOLUTION

#### 16.1 Attempt to Settle

The First Nation and the Board shall attempt to settle any dispute arising under this Agreement in good faith without referring the matter to the Dispute Resolution Committee.

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### 16.2 Dispute Resolution Committee.

If a dispute in respect of any interpretation of this Agreement arises between the First Nation and the Board which is not settled, the parties shall establish a panel consisting of either one member or three members. The panel shall be called the Dispute Resolution Committee. The purpose of the Dispute Resolution Committee shall be to resolve as expeditiously as possible any dispute arising under this Agreement so as not to impair progress in the implementation of the provisions of this Agreement. The First Nation and the Board will, if a one member panel is used, agree upon the appointment of the member, or if a three member panel is used, will each appoint one member of the Dispute Resolution Committee and the two of whom shall agree upon the appointment of the third member, who shall be the Chair of the Dispute Resolution Committee. The Dispute Resolution Committee will convene within ten business days, or such longer period of time as may be reasonably required to appoint the third member of the Dispute Resolution Committee to consider and resolve the dispute.

### 16.3 Proceedings

All proceedings before the Dispute Resolution Committee shall be informal. When a dispute is under consideration by the Dispute Resolution Committee, the Dispute Resolution Committee shall determine the manner in which the parties shall proceed to carry out their respective obligations under this Agreement until the dispute is resolved. No formal rules of evidence shall apply to proceedings of the Dispute Resolution Committee, however, established legal procedure and evidentiary rules may be used as a guide in conducting the proceedings. Proceedings of the Dispute Resolution Committee shall not be open to the public.

### 16.4 Decision

The Dispute Resolution Committee shall render a written decision to the parties as soon as possible after the conclusion of its proceedings. However, the Dispute Resolution Committee shall not be required to provide reasons for its decision. The Dispute Resolution Committee shall decide the extent to which each of the parties shall bear the reasonable costs of resolving any particular dispute. Any decision of the Dispute Resolution Committee may be submitted by either of the parties to binding arbitration as provided for in Article 17 if the decision is not acceptable to a party.

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### 17.0 ARBITRATION

#### 17.1 Arbitration

All disputes arising out of or in connection with this agreement not resolved by the Dispute Resolution Committee, or in respect of any defined legal relationship associated therewith or derived therefrom, may be referred to and finally resolved by arbitration under the rules of the British Columbia International Commercial Arbitration Centre. The appointing authority shall be the British Columbia International Commercial Arbitration Centre in accordance with its Procedures for Cases under the BCICAC Rules. The place of arbitration shall be Nanaimo, British Columbia, Canada.

### 18.0 NOTICES

18.1 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 date of delivery or, if mailed, on the third business day after the mailing of the same in Canada by registered mail addressed

18.2 Either party 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 purpose of Section 15.1, be conclusively deemed to be the address of the party giving the notice.

### 19.0 REFERENCES

19.1 Every reference to the First Nation will include the Chief and any person designated by the First Nation to act for or on its behalf with respect to any provision of this agreement.

19.2 Every reference to the Board will include the Chairperson of the Board, and any person designated by the Board to act for or on its behalf with respect to any provision of this agreement.

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### 20.0 GENERAL

20.1 This agreement will be governed by and construed in accordance with the laws in force in the Province of British Columbia.

20.2 This agreement will ensure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

### APPENDIX A

First Nation Education Advisory Council (FNEAC) (Ref.: Section 3. 10)

#### 1. Purpose:

To ensure regular and open consultation and agreement regarding the education of First Nation students.

#### 2. Mandate:

The FNEAC will act as a committee of the Board and the First Nation Education Council and will report to them respectively. The FNEAC shall consider and advise and make recommendations on such matters as:

- Policies on First Nations education
- Curriculum development
- Monitoring the Local Education Agreement
- Analysis of the Annual Report
- Goal setting for future First Nation educational initiatives
- Counselling Services
- Parent consultation
- School District's Supplementary Funding
- Discipline Policies and Procedures
- Other issues mutually agreed upon.

3. Composition
  - Two First Nation Council members or their delegates
  - The First Nation Education Council administrator
  - Two Board members or their delegates
  - One Board administrator
  - Other individuals may be invited to specific meetings with the Chair’s approval.

4. Chair:

The Chair for the ensuing school year will consist of two representatives, one elected by the Board representatives and one elected by the First Nation representatives. It will be the responsibility of the co-chairs to develop the agenda for each meeting and circulate it to other Council members.

5. Frequency of Meetings:

Meetings shall be bimonthly commencing with the first meeting in September, followed by meetings in November, January, March, and May of each school year. Dates and times of meetings will be established by the Co-chairs. An emergency meeting may be called by the Co-chairs with the consent of a majority of members.

6. Meeting Sites:

Meeting sites will rotate between the School District and the First Nation. The initial meeting in September will be hosted by the School District.

7. Decision Making

Decisions will be made by consensus where possible.

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## Appendix 4: Further Resources on Negotiations

### Books

Fisher, R. and D. Ertel. 1995. *Getting Ready to Negotiate, The Getting to Yes Workbook*. New York: Penguin Books.

Jandt, F. E. 1996. *Win-Win Negotiating. Turning Conflict Into Agreement*. New York: John Wiley and Sons.

Pirie, A.J. and D.J. Stanley. *Dispute Resolution and You: What You Need to Know*. University of Victoria Institute for Dispute Resolution.

Ury, W. 1996. *Getting Past No. Negotiating Your Way From Confrontation to Cooperation*. New York: Bantam Books.

### Organizations

Centre for Conflict Resolution Training  
Justice Institute of B. C.  
4180 West 4th Ave.  
Vancouver, B.C. V6R 4J5  
(604) 228 - 9771

Nemetz Centre for Dispute Resolution  
Faculty of Law, Univ. of British Columbia  
1822 East Mall  
Vancouver, B.C. V6T 1Y1  
(604) 228 - 4246

UVic Institute for Dispute Resolution  
University of Victoria  
P.O. Box 2400  
Victoria, B.C. V8W 3H7  
(604) 721 - 8777

Mediation Development Assoc. of B.C.  
Box 2309  
Vancouver, B.C. V6B 3Y4  
(604) 271 - 9490

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## Appendix 5: Trustee and School District Boundary Changes Guidelines (MoEST policy circular 95 - 12 & 13, Sept. 29, 1995).

### Trustee Variation Guidelines Province of British Columbia -- Ministry of Education

#### New or replacement policy?

These policy guidelines replace those distributed via Information Circular 436, dated July 31, 1990.

#### Relevant Legislation

Section 39 (4), (5) of the *School Act*.

#### Procedures

The following procedure is provided as a guide to school boards.

- 1 A board should have a stated rationale for varying the number of trustees in the school district, for varying any trustee electoral areas and/or for varying the number of trustees assigned to trustee electoral areas.
- 2 The rationale should be brought to public attention and discussed and should include any appropriate consultation with municipal councils, regional boards or specific interest groups that the school board considers necessary.
- 3 After concluding consultation described in 2 above, the board must pass a resolution concerning any trustee or trustee electoral area variation mentioned above.

4. The board chairperson should then write to the Minister requesting that, pursuant to section 39(4) of the *School Act*, the Minister consider making a trustee or trustee electoral area variation order.

The letter from the board to the Minister should include:

- (a) where the board wishes to vary trustee electoral areas, a description of the current trustee electoral areas with:
  - (i) the name of each trustee electoral area;
  - (ii) the number of trustees representing each area;
  - (iii) the metes and bounds description of each area if currently available;
  - (iv) a map which clearly indicates each area (preferably a single map of the complete school district which clearly indicates each current trustee electoral area in the district.
- (b) where the board wishes to vary trustee electoral areas, the proposed trustee electoral areas with:
  - (i) the name of each area;
  - (ii) the number of trustees representing each area;
  - (iii) the metes and bounds description of each area; and
  - (iv) a map which clearly indicates each area (preferably a single map of the complete school district which clearly indicates each current trustee electoral area in the district.
- (c) the rationale for the changes requested and an indication of the nature of the public discussion that has been involved, including any discussion with municipal councils, regional boards or specific interest groups;
- (d) the date that the board passed a resolution to request a trustee variation for the school district and/or for certain trustee electoral areas; and

- (e) a request that, pursuant to section 39(4) of the *School Act*, the Minister vary the number of trustees in the manner described or vary the electoral areas, or both of these, including any suggestions by the board concerning the manner in which and the times at which any new trustees under the variation order are to be appointed or elected.
- 6. The Minister will consider the request and notify the board as to the decision as soon as is practical.
- 7. Note that section 39(5) of the *School Act* states that if the Minister reduces the number of trustees, then the order reducing the number of trustees becomes effective for the following general school election.

For further information, please contact:

Legislation and Independent Education Department  
Ministry of Education  
Telephone (250) 356 - 2514

## School District Boundary Change Guidelines Province of British Columbia -- Ministry of Education

### Relevant Legislation

Section 190 of the *School Act*.

### Procedures

The following procedures are provided to assist school boards and to advise trustees of the information that the Lieutenant Governor in Council requires before exercising the authority under section 190 of the *School Act*.

- 1 The board seeking the change should have a stated rationale for altering the existing school district boundaries.
- 2 The rationale for altering the existing school district boundaries should be brought to public attention for discussion and should include any appropriate consultation with municipal councils, regional boards or specific interest groups that the school board considers necessary, including consultation and discussion with other school board(s) whose district boundaries would be altered or affected.
- 3 All school board affected by a proposed boundary change must bring the proposal to the attention of interest groups and the public in their districts and must pass a resolution concerning their agreement or non-agreement with the boundary change.
4. The chairperson of the board requesting the change should then write to the Minister requesting that, pursuant to section 109 of the *School Act*, the Minister consider recommending to the Lieutenant Governor in Council an order to alter the boundaries of the school district.

The letter from the board to the Minister should include:

- the metes and bounds description of the existing school district boundaries;
  - a map of the existing school district boundaries;
  - the metes and bounds description of the proposed school district boundaries;
  - a map of the proposed school district boundaries;
  - the rationale for the proposed boundary changes and indication of the nature of the public discussion that has been involved, including the views of municipal councils, regional boards and specific interest groups;
  - the date that the board requesting the change passed a resolution to request an alteration to the school district boundaries;
  - letters from the affected school boards outlining their public consultation, including copies of resolutions from these affected boards indicating their position on the proposed changes;
  - a request that, pursuant to section 109 of the *School Act*, the Minister of Education consider recommending to the Lieutenant Governor in Council an order to later the district boundaries; and
  - an indication of whether or not the school board is requesting a transfer of assets (e.g. a school or school bus) pursuant to section 190 (2) of the *School Act*.
6. The Minister will consider the request and notify all affected school boards, as to the decision as soon as is practical, whether the Lieutenant Governor in Council has approved the recommendations made by the Minister.

For further information, please contact:

Robert C. May  
Assistant Director  
Legislation and Independent Education Department  
Ministry of Education  
Telephone (250) 356 - 2514  
E-mail: RCMAY@galaxy.gov.bc.ca

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- The Standing Committee on Aboriginal Affairs and Northern Development Sub-Committee on Aboriginal Education. 1996. *Sharing the Knowledge: The Path to Success and Equal Opportunities in Education*. Ottawa: Minister of Supply and Services Canada.
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## **We welcome your feedback.**

Any comments or suggestions regarding this handbook can be sent to:

The First Nations Education Steering Committee  
Suite #207 -- 1999 Marine Drive  
North Vancouver, B.C.  
V7P 3J3  
phone (604) 990 - 9939  
fax (604) 990 - 9949

We are interested in your response. Please let us know if the handbook is useful, and/or how it might be improved.

Thank you very much.