

LOCAL EDUCATION AGREEMENT

BETWEEN

TSAWWASSEN FIRST NATION

AND

**CONSEIL SCOLAIRE FRANCOPHONE DE LA COLOMBIE-
BRITANNIQUE**

(CSF -SD93)

THIS AGREEMENT is effective as of December 1, 2021.

BETWEEN:

TSAWWASSEN FIRST NATION
(“TFN”)

AND

CONSEIL SCHOLAIRE FRANCOPHONE DE LA COLOMBIE-BRITANNIQUE (CSF)
SCHOOL DISTRICT NO. 93
(“CSF-SD93”)
(collectively, the “Parties”)

WHEREAS

- A. CSF-SD93 has the authority, under section 86 (3) of the *School Act*, to enter into agreements with treaty First Nations, with respect to the education of First Nations students, and TFN is a self-governing First Nation under the *Tsawwassen First Nation Final Agreement* with authority over the education of Tsawwassen Members.
- B. TFN and CSF-SD93 both have a responsibility for the educational outcomes of Tsawwassen Students.
- C. The Parties wish to enter into this Agreement to set out the terms and conditions regarding the purchase of education services by TFN from CSF-SD93 for Tsawwassen Students, and the processes by which TFN, and parents and legal guardians, will be involved in the education of their students.
- D. Given the important role of the School(s) in ensuring the purpose and objectives of this Agreement are achieved, the Parties agree to address roles and responsibilities of the School(s) in this Agreement.

THE PARTIES AGREE AS FOLLOWS:

1.0 DEFINITIONS

1.1 In this Agreement, the following definitions shall apply:

- a) “**Agreement**” means this Local Education Agreement;

- b) **“First Nations Student Rate”**, formerly known as the “Per Pupil Block Rate”, is the average cost of a student attending school in a school district as calculated annually by the Ministry of Education;
- c) **“Individual Education Plan (IEP)”** means a documented plan developed for a student with special needs that describes individualized goals, adaptations, modifications, and the services to be provided, and includes measures for tracking achievement;
- d) **“Individual Learning Plan (ILP)”** is an education plan developed by the School-Based Team for a student who does *not* meet the criteria for an IEP but is considered “vulnerable” for the following reasons: not meeting learning outcomes, significant absence from school, not transitioning to the next grade, not at grade level, failing courses, behaviour issues, a child in care as defined by the *Child, Family and Community Service Act*, [RSBC 1996] c. 46, as amended from time to time, or under suspension;
- e) **“Nominal Roll”** means the annual census of eligible students from TFN attending elementary/secondary school as of September 30;
- f) **“Parent or Legal Guardian”** means, (a) the parent, (b) the guardian of the student or child, (b) the person legally entitled to custody of the student or child, (c) the person who usually has the care and control of the student or child, or (d) a designate of the parent or legal guardian;
- g) **“School(s)”** means any school(s) located within CSF-SD93;
- h) **“School Act”** means the provincial *School Act*, RSBC 1996, Chapter 412;
- i) **“School Based Team”** means an ongoing Team of school-based personnel which has a formal role to play as a problem-solving unit in assisting classroom Teachers to develop and implement instructional and/or management strategies and to coordinate support resources for students with special needs within the school, as set out in the British Columbia, Ministry of Education, *Special Education Services: A Manual of Policies, Procedures and Guidelines (February 2011)*;
- j) **“School Year”** means a 12-month period, commencing on July 1st and ending on June 30th of the following calendar year;
- k) **“TFN”** means Tsawwassen First Nation, as represented by Tsawwassen Government;
- l) **“Tsawwassen Student”** means a member of Tsawwassen First Nation, or a non-member status Indian, ordinarily residing on Tsawwassen Lands and enrolled in a school operated by CSF-SD93;

- m) **“Tuition Fees”** means the tuition funding per student that TFN pays to CSF-SD93 for the purchase of education services, including any mandatory school fees, for students in CSF-SD93 at the rate set out by the Ministry of Education in its fiscal framework for a given school year; and
- n) **“Vulnerable”** means a student who is going to find learning more challenging and is susceptible to difficulties in learning as follows: not meeting learning outcomes, significant absence from school, not transitioning to the next grade, failing courses, behaviour issues, under suspension, not at grade level and/or is a child in care.

2.0 RESPONSIBILITIES & COMMITMENTS

2.1 CSF-SD93 agrees to:

- a) Provide parity access and opportunity to Tsawwassen Students in a manner consistent with the Ministry of Education’s *Framework for Enhancing Student Learning* and CSF-SD93 practices for all students enrolled in an education program in the district and to continue to strive towards high levels of success in education program for Tsawwassen Students;
- b) Encourage and support Tsawwassen Students to participate in extracurricular and sports activities;
- c) Provide information about opportunities for Parent involvement in the education of their children, including CSF-SD93 and school activities;
- d) Ensure that Tsawwassen Students who are enrolled in programs that will give them the academic credentials to proceed to post-secondary education and training are not transferred into modified or adapted programs unless and until:
 - i) such decisions are made in collaboration with the Parent or Legal Guardian; and
 - ii) CSF-SD93 has obtained the informed consent in writing of the Parent, Legal Guardian or designate.
- e) Meaningfully consult TFN on a regular basis to discuss any issues related to the education of Tsawwassen Students;
- f) Encourage School(s), in accordance with policy, to make available facilities to support communication among Parents and Legal Guardians, staff and students;
- g) Provide opportunities for CSF-SD93 staff to attend Indigenous training programs or understanding First Nation histories on professional development days, where applicable.

- 2.2 TFN agrees to:
- a) Pay CSF-SD93 the Tuition Fees as agreed to and set out in Section 7.0 of this Agreement; and
 - b) Provide continuous open communication and sharing of information provided that the release of any personal information collected by TFN is compliant with the *Freedom of Information and Protection of Privacy Act* (Tsawwassen).

3.0 IDENTIFICATION OF STUDENTS REQUIRING ASSESSMENT

- 3.1 CSF-SD93 and School(s) will ensure that each Tsawwassen Student will be provided an education program appropriate to their needs and abilities. Therefore, the teaching staff will monitor the progress of Tsawwassen Students and report to the student's Parents or Legal Guardian, to ensure Tsawwassen Students are placed in appropriate programs.
- 3.2 The Parties and School(s) agree that once a Tsawwassen Student is identified as requiring assessment, the assessment will be carried out in a timely manner and as quickly as possible, and all supports possible will be implemented in the interim.
- 3.3 Placement of Tsawwassen Students on an Individual Education Plan will be required for any student receiving extra support from the School Based Team through the classroom teacher, learning resource teacher, and/or specialized services provided by the school. The following steps will be taken:
- a) Communication between School(s) and the Tsawwassen Student's Parent(s) or Legal Guardian(s) regarding the concern. This will initially be completed between the classroom teacher and parent(s) or guardian(s);
 - b) The Parent(s) or Legal Guardian(s) will be consulted and involved in development of the IEP for the Tsawwassen Student; and
 - c) A School Based Team will be established, consultation between members of the School Based Team will be ongoing, and assessment and evaluation will be ongoing.
- 3.4 Any student who has been identified as having a categorical designation that meets the Ministry of Education criteria must have an IEP. Tsawwassen Students with persisting learning difficulties that have not been resolved with intensive intervention, subsequent to primary grades, are also candidates for IEP support.

4.0 VULNERABLE STUDENT PLACEMENT

- 4.1 CSF-SD93 and School(s) will work with Parents or Legal Guardians and TFN to ensure placement of a Tsawwassen Student is supported by evidence and demonstrated need, and that an ILP, which is regularly reviewed, is in place for every student identified as a Vulnerable student.

5.0 STUDENT CONDUCT & SAFETY

- 5.1 CSF-SD93 and School(s) will identify and implement policies and other appropriate measures to create a safe learning environment, including safety from racism, indifference, bias, marginalization, bullying and stereotyping.

6.0 COMMUNICATION

- 6.1 The Parties will encourage.
- a) Formal and informal communication between the School(s) employees and Tsawwassen Students' Parent(s) or Legal Guardian(s);
 - b) School Teachers, when appropriate, to meet with Tsawwassen Students' Parent(s) or Legal Guardian(s) on Tsawwassen Lands; and
 - c) Tsawwassen Students' Parent(s) and Legal Guardian(s) to attend parent-teacher conferences and student-led conferences at the School(s).
- 6.2 The School(s) will advise Parents and Legal Guardians of opportunities for input and involvement in the child's education, such as course selection dates, reporting periods, parent-teacher interviews, application deadlines and procedures for post-secondary education, etc.
- 6.3 The School(s) will encourage parental interaction and participation in school activities, when appropriate.
- 6.4 TFN and CSF-SD93 will provide a contact from their respective administrations to regularly discuss issues that arise with Tsawwassen Students.

7.0 TUITION PAYMENT

- 7.1 For each eligible Tsawwassen Student on the Nominal Roll on September 30th of any given academic year, TFN will pay to CSF-SD93, on or before 30th of December of that year, the applicable First Nations Student Rate tuition in respect of that student.
- 7.2 The Parties agree that TFN is responsible only for the Tuition Fees of the Tsawwassen Students according to the approved First Nations Student Rate and approved Nominal Roll.
- 7.3 CSF-SD93 will attach a copy of the approved Nominal Roll and a year-to-date financial statement with each invoice for tuition to TFN.
- 7.4 In the event of a school closure due to a labour dispute, or an act of God, the Tuition Fees will be equitably adjusted by the agreement of the Parties and returned to TFN for the benefit of Tsawwassen Students in the same manner as occurs with the Ministry of Education. Any adjustment shall take into consideration the number of

days of school closure and adjustments in funding made by funding sources to TFN and CSF-SD93. It is the intention of neither Party to benefit financially from a school closure.

- 7.5 In the event of a job action that does not result in school closure, TFN will work with CSF -SD93 and School(s) to develop, where possible, a work plan to undertake activities to support Tsawwassen Students.

8.0 DEFAULT

- 8.1 If there is a default under the terms of this Agreement, the Party not in default may, if the default has not been 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 9.0.
- 8.2 The Parties acknowledge that some obligations under this Agreement are dependent on monies and resources made available by entities other than TFN and CSF-SD93. If such resources are unavailable due to causes beyond the control of the Parties, TFN and/or CSF-SD93 shall not be obliged to carry out the terms of this Agreement that require such monies and resources or that are subject to circumstances beyond their control.

9.0 DISPUTE RESOLUTION

- 9.1 The Parties shall attempt to settle any dispute arising under this Agreement in good faith without referring the matter to the Dispute Resolution Committee.
- 9.2 If there is a dispute between the Parties that senior level representatives are unable to resolve, with respect to any matter arising from this Agreement, the Parties agree to establish a Dispute Resolution Committee.
- 9.3 CSF-SD93 and TFN will each appoint one person to the Dispute Resolution Committee and those two members of the Committee shall appoint a third person, who shall be the Chair of the Dispute Resolution Committee.
- 9.4 The Dispute Resolution Committee shall meet within 30 days working days to resolve the dispute. The Committee will determine the way the Parties carry out their obligations under this Agreement until the dispute is resolved. The proceedings of the Committee will not be open to the public. The decision of the Dispute Resolution Committee will be final.

10.0 TERM & AMENDMENT

- 10.1 This Agreement is effective as of September 1, 2018 and will continue until terminated. The Parties acknowledge and agree that this Agreement reflects the terms and conditions under which the Parties have conducted their relationship since 2018, regardless of when it is signed.
- 10.2 This Agreement may only be amended upon later review by written agreement of

both Parties.

- 10.3 Either Party may terminate this Agreement by giving written notice at least 30 days prior to July 1st, of any School Year.
- 10.4 Where notice is given under Section 10.3, the Agreement will terminate on June 30th following the date the notice is given. The parties will be under no obligation to each other except that TFN shall pay the balance of annual Tuition Fees owing to CSF-SD93 for the remainder of School Year in which the notice is given.

11.0 NOTICES

- 11.1 Any notice or other document may be transmitted by mail, electronic means or personal delivery and will be conclusively deemed validly given on the date of delivery if delivered personally or sent by electronic means, or, if mailed, on the fifth business day after mailing, to:

Chief:
TSAWWASSEN FIRST NATION
1926 Tsawwassen Drive
Tsawwassen, BC
V4M 4G2

If to CSF-SD93:
The Secretary-Treasurer
Conseil scolaire francophone de la Colombie-Britannique
135-511 Commerce Parkway #100
Richmond, BC
V6V2J8

12.0 GENERAL

- 12.1 This Agreement will be governed by the laws of British Columbia and the laws of TFN.
- 12.2 This Agreement will be to the benefit of, and binding upon, the Parties and their respective successors and assigns.
- 12.3 This Agreement supersedes all previous agreements between the Parties in relation to its subject matter.

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

SIGNED on behalf of TFN by its duly authorized signatory:

Braden Smith
Chief Administrative Officer

SIGNED on behalf of the Conseil scolaire francophone de la Colombie-Britannique :

Name: Michel St-Amant



Superintendent

Name: Simon Couture



Simon Couture (Apr 20, 2022 11:02 PDT)

Secretary-Treasurer


Name: Bonnie Lépine Antoine



Bonnie Lépine Antoine (Apr 22, 2022 09:39 PDT)

District Principal for Indigenous Education

Name: Melanie Voyer



Melanie Voyer (Apr 22, 2022 09:45 PDT)

School Principal, École du Bois-joli

Name: Pierre-Luc Bergeron-Davidson



Pierre-Luc Bergeron-Davidson (Apr 22, 2022 11:50 PDT)

School Principal, École Jules Verne