

LOCAL EDUCATION AGREEMENT

BETWEEN: THE OSOYOOS INDIAN BAND as represented by its Chief and Council and having an office at R.R. #3, Site 25, Comp. 1, Oliver, British Columbia, V0H 1T0
(the "BAND").

AND: THE BOARD OF SCHOOL TRUSTEES of School District No. 53 (Okanagan Similkameen) a corporation constituted pursuant to the provisions of the *School Act*, SBC 1996, c. 65, and having an office at Box 5000, Oliver, British Columbia, V0H 1T0
(the "SCHOOL BOARD").

WHEREAS:

- A. The Osoyoos Indian Band and the Okanagan Similkameen School Board wish to enter into agreement for the provision of educational services to the members of the Osoyoos Indian Band and payment for such services, and
- B. Section 86(3) of the *School Act* provides for agreements with respect to the education of Indian children between a Board of School Trustees and a Council of a Band as defined in the *Indian Act (Canada)*.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS

In this Agreement:

- (a) "aboriginal student" means a student ordinarily residing on reserve or federal or provincial crown land within the school district who is a member of the Osoyoos Indian Band or otherwise qualifies to be listed in the Nominal Roll;
- (b) "educational program" means an educational program as defined in the *School Act*;
- (c) "general goals" means the mutually agreed-upon aspirations for which the Board, the Band, and aboriginal students and their parents share responsibility;
- (d) "necessary resources" means the appropriate materials and services which can reasonably be provided from tuition fees as set out in Article 4;
- (e) "nominal roll" means the list of students who qualify for educational funding as provided by the Department of Indian Affairs and Northern Development;
- (f) "reserve" means the Osoyoos Indian Reserve;
- (g) "school" means a school as defined in the *School Act*;
- (h) "school district" means the area described as School District No. 53 (Okanagan Similkameen) as created or constituted under the *School Act* or a former Act;
- (i) "school year" means the period beginning on July 1 and ending on the following June 30;
- (j) "tuition fee" means an amount calculated in accordance with Article 4 set out in an invoice delivered by the Board to the Osoyoos Indian Band and payable by the Osoyoos Indian Band to the Board.

2. GENERAL GOALS

Both parties to this Agreement shall attempt to:

- (a) Promote quality educational programs for aboriginal students within the School District;
- (b) Develop the human and social well-being of all aboriginal students;
- (c) Uphold the integrity and worth of aboriginal culture and its contribution to the community at large; and
- (d) Increase the success and retention rate of aboriginal students to the same level as the general student population of the School District.

3. TERM

This agreement shall be in effect for an initial term of one year from July 1, 2000 until June 30, 2001. The agreement will continue thereafter except that either party may then terminate the agreement effective the end of a school year by providing written termination notice not later than January 31st of that school year.

4. TUITION FEES

The Band will pay the tuition fee in ten monthly instalments beginning on the last Friday in August and ending on the last Friday in May, calculated as follows:

- (a) August to December Interim Instalments will be calculated based upon the average final per pupil block amount for the previous school year and the full-time equivalent number of status on-reserve students (Nominal Roll) recognized on September 30 of that previous year.
- (b) January to May Instalments will be calculated based upon the average final per pupil block amount for the current school year and the Nominal Roll for September 30 of the current year.
- (c) In addition, the January instalment shall include an adjustment to reflect any difference between payments required for August to December as calculated for the current school year, and the interim instalments paid previously.
- (d) In addition, the May instalment shall include the following adjustment, if applicable:

Where there has been a net change in the number of Nominal Roll students registered with the School Board schools between September 30 and March 31 of the current school year, as a direct result of students moving between these schools and the Band school, this net change shall be recognized, for tuition payment purposes, to a maximum of five (5) FTE's of net change. The amount of the adjustment shall be as follows:

Net enrolment change (Maximum 5) x 50% x the average final per pupil block amount for the current school year.

5. REPORTING

The School Board will provide a comprehensive report to the Band by February 15th for aboriginal secondary students (Grade 8 - 12) only, and by July 15th, for all aboriginal students (K - 12) of each year of this agreement. This report will include aboriginal student academic achievement results as compared to the total population, retention, drop-out and attendance rates, the number and nature of discipline cases resulting in in-school or out-of-school suspensions, the programs of students and the types of curriculum initiatives undertaken and any other related information as may be agreed to from time to time. Reports shall respect individual privacy rights.

6. JOINT ABORIGINAL EDUCATIONAL ADVISORY COMMITTEE

The Band and the School Board together will establish a joint Aboriginal Educational Advisory Committee comprised of up to four (4) representatives each of the Band and the School Board. This Advisory Committee shall meet bi-monthly. The Band will provide the agenda, the venue and the time of the meeting with reasonable notice. School Board representatives may request items to be placed on the agenda. Additionally, Aboriginal Support Workers and Aboriginal Education teachers from the district may be invited to attend to report on programs or specific issues regarding individuals or groups of students.

This Committee will:

- (a) Review the programmes and services offered by the School District in aboriginal education;
- (b) Help develop job descriptions and be involved in the selection of potential candidates for aboriginal programmes within the district;
- (c) Be responsible for policy review and the development of recommendations for aboriginal education, to include:
 - (i) reviewing the comprehensive school reports to the Band and making recommendations for continued improvement;
 - (ii) supporting curriculum development in the areas of culture and language, and seeking available funding for the same. All such materials, resources and programmes shall be subject to the Committee's review, and recommendations resulting from the review shall be forwarded to the Band Council and School Board for consideration.

7. RESPONSIBILITIES OF THE BAND

The Band agrees to:

- (a) Support the Board's education initiatives by providing proper liaison between the Band and the schools; and
- (b) Encourage a positive parent/school climate.

8. RESPONSIBILITIES OF THE BOARD

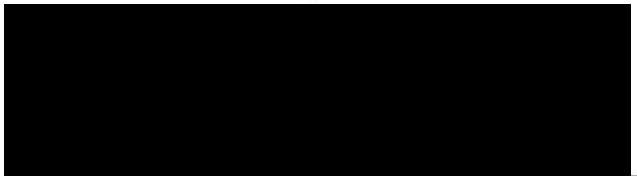
The Board agrees to:

- (a) Enrol and provide educational services to aboriginal students from the Reserve;
- (b) Provide the necessary resources to assist in the success of aboriginal students;
- (c) Monitor and supervise all aboriginal programming within the School District and inform appropriate employees of issues important to the success and retention of aboriginal students;
- (d) Through the school administrator, the Board will provide access to the Osoyoos Indian Band's Educational Coordinator to liaise with the school on the progress of OSIB students and other educational issues.
- (e) Support aboriginal culture within the appropriate educational curriculum offered within the District;
- (f) Provide pertinent information as agreed to, including monthly enrolment, to the Band;
- (g) Assist in accessing Professional Development activities in School District No. 53 for Band educators.

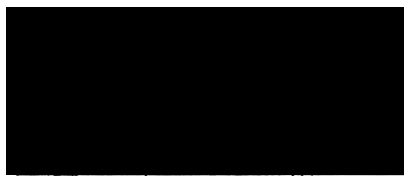
9. GENERAL

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

In witness whereof the parties have executed this Agreement as of November 22, 2000.
date



Signed on behalf of the
Osoyoos Indian Band



Signed on behalf of /
School District No. 53 (Okanagan Similkameen)

SEAL

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