



Local Education Agreement  
between  
Tla'amin Nation  
and  
Conseil scolaire francophone  
de la Colombie-Britannique  
CSF -SD93  
For École  
Côte-du-Soleil

This agreement made as of June 17<sup>th</sup>, 2020

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Local Education Agreement between Tla'amin Nation and CSF-SD93

BETWEEN:

The Tla'amin Nation

AND:

Conseil scolaire francophone de la Colombie-Britannique (CSF)  
SD93

WHEREAS:

- A. The CSF-SD93 has the authority under Section 104 (3) of the School Act to enter into agreements with a self-governed First Nation with respect to the education of Indigenous Children;
1. The Tla'amin Executive Council, as the legitimate government of the Nation, has the authority and responsibility for the education of its members;
  2. The Tla'amin Executive Council is responsible for ensuring that quality education programs are developed and maintained for its members.
- B. The Tla'amin Nation and the CSF-SD93 will work collaboratively to:
- a. Provide educational programs and services which develop and reinforce in Tla'amin learners a strong identity and pride in their cultural and linguistic heritage
  - b. Improve the learning environment at all levels of the school to maximize learning opportunities for Tla'amin students
  - c. Promote family involvement in the education of Tla'amin learners
  - d. Increase awareness and understanding of Tla'amin culture and linguistic heritage at all levels and amongst all educators and students
  - e. Provide opportunities to build all students' understanding of the intergenerational effects of residential schools and the reconciliation process

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

**I. Preamble and Date**

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SC

Vincent Bergeron

JUNE  
17, 2020

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## Local Education Agreement between Tla'amin Nation and CSF-SD93

### 1. Non-derogation

Nothing in this Agreement shall be construed so as to abrogate or derogate from an aboriginal, treaty, or other rights and freedoms that pertain to the Tla'amin Nation.

### 2. Preamble

Subject to the provisions of Section 104 (3) of the School Act of British Columbia, the Tla'amin Nation and the CSF-SD93 wish to recognize that a Local Education Agreement will afford the Tla'amin Nation the opportunity for greater participation and control of the education for Tla'amin members.

The following agreement provides the details of a joint educational venture between the Tla'amin Nation and CSF-SD93, which will meet the development needs of its people and which the CSF-SD93 believes will demonstrate educational excellence within a culturally appropriate context.

These technical details are essential to an orderly process and the parties wish to make clear that underlying the details is a determination on the part of both to learn from the experience of the past and to reach a new level of understanding and cooperation with respect to the education of the Tla'amin people.

### 3. Dates of Agreement

This Agreement between the Tla'amin Nation and the CSF-SD93 will be for the period of July 1, 2019 to June 30, 2022.

### 4. Amendment of Agreement

The Agreement may be extended and/or amended with the mutual consent of the Tla'amin Nation and the CSF-SD93 prior to Date June 30th, 2022. Any intent to amend this agreement will be made in writing with either party giving the other 30 days' notice.

## II. **Statement of Intent**

It is the intention of both parties to:

1. Recognize the importance of Tla'amin language and cultural identity;
2. Cooperate in the development of Indigenous education programs, which enhance academic and vocational skills, while promoting personal, social, and cultural growth;

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3. Improve the learning environment at all levels of the school so that Tla'amin students may gain maximum benefit from their formal education;
4. Work together to ensure Tla'amin learners experience success on par with the general school population;
5. Increase the presence of Tla'amin Nation and other Indigenous adults in the school to promote learning about Tla'amin culture;
  - a. Promote the awareness and respect for the Tla'amin Nation and other First Nations for all students and educators in the school
  - b. Recognize parents as having the primary responsibility for the education of their children
6. Tla'amin Nation and CSF-SD93 will work together on the nominal roll and the 1701 to ensure that all students are identified.

### III. Obligations

1. The CSF-SD93 obligations
  - a. The CSF-SD93 agrees to enroll and provide Tla'amin students' education programs and services in accordance with the School Act and Regulations and orders, as amended from time to time
  - b. The CSF-SD93 agrees to continue to provide parity of access and opportunity to Tla'amin students in a manner consistent with the school district practices for all students enrolled in educational programs in the school and continue to work toward parity of success in educational programs
  - c. The CSF-SD93 agrees to include in appropriate places in the curriculum, after consultation with the Nation, material that promotes an understanding and appreciation for the history and culture of the Tla'amin Nation and other First Nations in British Columbia
  - d. The CSF-SD93 agrees to consult with the Tla'amin Nation on a regular basis to discuss those issues related to the education of Tla'amin students
  - e. The CSF-SD93 agrees to look into the implementation of a Tla'amin language and culture program as feasibility for Tla'amin instructors permits
  - f. The CSF-SD93 agrees to inform the Nation of their budget plans and services for the education of Tla'amin students
2. The Tla'amin Nation's obligation
  - a. The Tla'amin Nation agrees to foster the importance of education with members of the Council.
  - b. The Tla'amin Nation agrees to impress the importance of active participation and involvement of parents and community in the education of their children.

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- c. The Tla'amin Nation agrees to provide assistance with the development and implementation of a Tla'amin language and culture program.
- d. The Tla'amin Nation agrees to provide the CSF-SD93 with lists of resource people having expertise in cultural, educational, and government issues.
- e. The Tla'amin Nation agrees to provide the CSF-SD93 detailed information about education budget, services, and resources.
- f. The Tla'amin Nation will pay to the CSF-SD93 a tuition fee as set out in Section VII of this agreement.
- g. The Tla'amin Nation agrees to jointly manage programs and services agreed upon.

### IV. Definitions

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

1. Education program means an organized set of learning activities that, in the opinion of CSF-SD93, develops the whole child to his or her own potential and is designed to develop strong Indigenous leaders, responsible citizens and lifelong learners.
2. Full Time Equivalent Student (FTE) means a student who is:
  - a. of school age
  - b. attending an educational program recognized by the CSF-SD93, the Ministry of Education, and the Indigenous Services Canada.
3. Tla'amin student means:
  - a. A member of the Nation who is a "status Indian" and/or a citizen of the Tla'amin Nation and normally resides within the Tla'amin Nation traditional territory, and
  - b. Is a student whose education phase is Kindergarten to Grade 12 inclusive or who is of school age
4. A parent means the Tla'amin student's custodial caregiver
5. "Block" amount means the applicable District per pupil block amount identified, for a given year, in the Ministry of Education's Fiscal framework
6. Teacher means a person holding a British Columbia Teacher Qualification Service certificate who is employed by the CSF-SD93 to provide an educational program to students in a school

7. CSF-SD93 means Conseil scolaire francophone de la Colombie-Britannique.
8. The Tla'amin Executive Council means the body which represents the Tla'amin people who have lived in their traditional area for countless generations. The Tla'amin Executive Council has jurisdiction over school programs.

## V. Assessment and Placement

This section applies to Tla'amin students who are in attendance at Côte du soleil school of CSF-SD3.

1. The CSF-SD93 recognizes the desire of the Nation that all Tla'amin students be in a program appropriate to their needs and abilities. Therefore, the teaching staff will monitor the progress of Tla'amin students and will strive to ensure that they are placed in appropriate programs.
2. Placement of Tla'amin students on an Individual Education Plan (IEP) will be required for any student receiving extensive support from the School Based Team (SBT) through the Classroom Teacher (CT), Learning Resource Teacher (LRT), and/or specialized services provided by the school. The following steps will be taken:
  - a. Communication between school and home regarding the cause for concern and the need for further planning and development. This initial step should first be done in a meeting with CT and parent(s).
  - b. The parents are then consulted to be a part of a team to develop the IEP for the student.
  - c. A SBT will be established, consultation between the members of the SBT will be ongoing and assessment and evaluation will be ongoing.
3. Any student who has been identified as having a categorical designation that meets the ministry criteria must have an IEP. Students with persisting learning difficulties that have not been resolved through intensive intervention past the primary grades are also candidates for IEP support.
4. With written consent from the custodial caregiver, the School will provide the Nation with the right of access to Tla'amin student records.
5. Confidentiality with respect to student information will be maintained according to our Personal Information Privacy Policy and Student Records Requirements and Best Practices Protocol.
6. Transition meetings with Brooks will take place for Tla'amin students on an IEP or who are identified as "at risk".

## **VI. Communication**

1. The CSF-SD93 and the Nation will encourage:
  - a. Formal and informal communication between Côte du soleil School employees and Tla'amin Nation members
  - b. School teachers, where practical, to meet with Tla'amin parents on Tla'amin lands.
  - c. Tla'amin members to attend parent-teacher conferences and student-led conferences at Côte du Soleil school.
2. The Nation will encourage parental interaction and participation in school activities when requested.
3. The Nation will provide a contact at the Nation Administration office to deal with issues regarding Tla'amin students.

## **VII. Nominal Roll and Tuition Payment**

1. For Tla'amin students attending School on September 30, the Nation will pay to the CSF-SD93 the block rate of 1248.90 \$ per month per student by 30th of December or upon receipt of the funding from Aboriginal Affairs and Northern Development Canada, whichever is sooner. A retroactive amount for 2018-2019 and 2019-2020 school year at the same block rate will be paid to the CSF.
2. In the event of a school closure due to a labour dispute or an act of God, 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 Tla'amin Nation and the CSF-SD93. It is the intention of the parties that neither the Tla'amin Nation nor the CSF-SD93 should benefit financially from a school closure.

## **VIII. Dispute Resolution**

The Tla'amin Nation and the CSF-SD93 shall attempt to settle any dispute arising under this Agreement in good faith without referring the matter to the Dispute Resolution Committee.

If a dispute in respect to any interpretation of this Agreement between the Tla'amin Nation and the CSF-SD93 is not settled, the parties shall establish a Dispute Resolution Committee consisting of three members. Each party shall appoint one member and agree upon the appointment of a third member. If the two parties are unable to agree on the third

member to be appointed, the decision will be referred to binding arbitration.

The dispute resolution committee shall meet within 30 working days to resolve the dispute. The committee will determine the manner in which 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.

**IX. Notices**

Any notice that either party may desire to give to the other will be deemed given or delivered if delivered personally (on the date of delivery), or if mailed, on the third business day after the mailing by registered mail.

**X. Default**

Any default by the Tla'amin Nation in making the payments required under Section VII may result in the termination of this Agreement at the option of the CSF-SD93. CSF-SD93 will notify the Tla'amin Nation in writing of such termination and provide 30 days' prior notice of such termination.

The Tla'amin Nation and the CSF-SD93 acknowledge that some obligations under this agreement are dependent on monies and resources being made available by entities other than the Tla'amin Nation and the CSF-SD93. It is also acknowledged that events occur which are beyond the control of the Tla'amin Nation and the CSF-SD93.

If such monies and resources are not made available, or if there are circumstances beyond the control of the parties, the Tla'amin Nation and/or the 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.

**XI. Termination**

1. Notwithstanding any other provisions of this Agreement, the Tla'amin Nation or CSF-SD93 may terminate this Agreement by giving written notice to the other party at least ninety (90) days before July 1, of any School Year.
2. Where notice is given under Section X, the parties will be under no further obligation to each other except that the Nation shall pay to CSF-SD93 the balance of annual tuition fees owing to CSF-SD93 by



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the Nation for the remainder of the school year in which the notice is given.

IN WITNESS WHEREOF the Parties hereto have executed this AGREEMENT dated for reference on the 17<sup>th</sup> of June 2020.

On behalf of the CSF-SD93

On behalf of the Tla'amin Nation



Vincent Bergeron (Feb 8, 2021 12:25 PST)

École Côte-du-soleil -Powell River,  
British Columbia  
School principal



Tla'amin Nation

ROD ALLAN - C.A.O.

*Simon Couture*

Simon Couture (Feb 8, 2021 12:28 PST)

CSF-SD93 Acting  
Secretary-Treasurer





# 20210205 - Local Education Agreement (LEA) CSF/SD93 - Tla'amin Nation

Final Audit Report

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