

Cowichan Tribes and the

Board of Education of School District No. 79 (Cowichan Valley)

L L DU TI AG E T

2020-2025

INTRODUCTION

The negotiation and adoption of this Local Education Agreement (LEA) provides a significant opportunity for Cowichan Tribes First Nation and the Cowichan Valley Board of Education to focus attention on achieving excellent educational outcomes for Cowichan Tribes students and on developing the relationship necessary to accomplish that mutual goal.

[REDACTED]

THIS AGREEMENT made and entered into this _____ day of _____ 20____

BETWEEN:

Cowichan Tribes Chief and Council
(hereinafter called the "Cowichan Tribes")¹

AND:

THE BOARD OF EDUCATION
SCHOOL DISTRICT NO. 79
(hereinafter called the "Board of Education")
(collectively called the "Parties")

WHEREAS

A. The Board of Education has the authority, under section 86 (3) of the *School Act*, to enter into

central and important role to play in the provision of quality education programs and services. Staff-teacher relationships is key

2.0 GUIDING PRINCIPLES

is provided by the following principles:

First Nations' Central Role in First Nations Education

c) The Parties have a shared interest in promoting Cowichan Tribes student success.

d) Student success means having a strong identity, health, self-esteem, and...

[REDACTED]

First Nation Students Access to Quality Education

[REDACTED]

- i. ensure that they are confident in their self-identity, their families, their communities and Quw'utsun values, language and culture;
- ii. give them the skills they need to thrive in contemporary society;
- iii. give them positive experiences for children in early learning, pre-school and kindergarten; and

[REDACTED]

Reconciliation, a Foundation in First Nations

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

and life choices.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Cowichan Tribes Student Sa

n) Cowichan Tribes students have a right to feel safe at school, including safety from racism (students and staff), indifference, bias, marginalization, bullying and stereotyping. This

[REDACTED]

- a) Jointly report to the Board of Education and Cowichan Tribes regarding Cowichan Tribes student outcomes once per year as scheduled in the Terms of Reference;
- b) Make available facilities that foster safety and access for meetings with families, students and among staff. This may include the Board Rooms, Siem Lelum, school gymnasiums, etc.;
- c) Develop and implement strategies to keep Cowichan Tribes students in school;
- d) In the case of an Early School Leaver, collaborate on a plan that best meets the educational needs of Cowichan Tribes students.

[REDACTED]

e) Promote and support Quw'utsun cultural activities, including National Indigenous Peoples Day activities, in schools within the School District.

[REDACTED]

are met;

(c) Take the actions necessary to keep Confidential information confidential.

If you are a member of the Board, you will be required to execute a Confidentiality Agreement. If you are not a member of the Board, you will be required to execute a Confidentiality Agreement if you have access to Confidential information. The Confidentiality Agreement will require you to keep Confidential information confidential and to take the actions necessary to keep Confidential information confidential.

It is understood that the Confidentiality Agreement is a contract between you and the Company, and that it is subject to the terms and conditions of the Confidentiality Agreement.

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3.3

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...entirely at their own expense, and any expenses related to their

[REDACTED]

child's education.

b) Encourage and support Cowichan Tribes students to participate in extracurricular and sports activities.

[REDACTED]

5.0 DOGWOOD GRADUATION

5.1 The Parties will encourage and support each and every Cowichan Tribes student who is capable of achieving the Dogwood Diploma to pursue that graduation credential.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Dogwood Diploma and other school leaving certificates.

5.3 The Board of Education will ensure there is appropriate and timely (i.e. early) counselling support for career and post-secondary education planning available to students.

[REDACTED]

7.0 SPECIAL EDUCATION ASSESSMENT AND PLACEMENT

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

9.0 CHILDREN IN CARE

9.1.1 All children in care will have appropriate learning plans and supports identified and

[REDACTED]

provided for Children in Care.

9.2 The Board of Education will ensure appropriate staff are designated to be responsible for

[REDACTED]

hired for the Indigenous Education department.

12.0 TRANSPORTATION

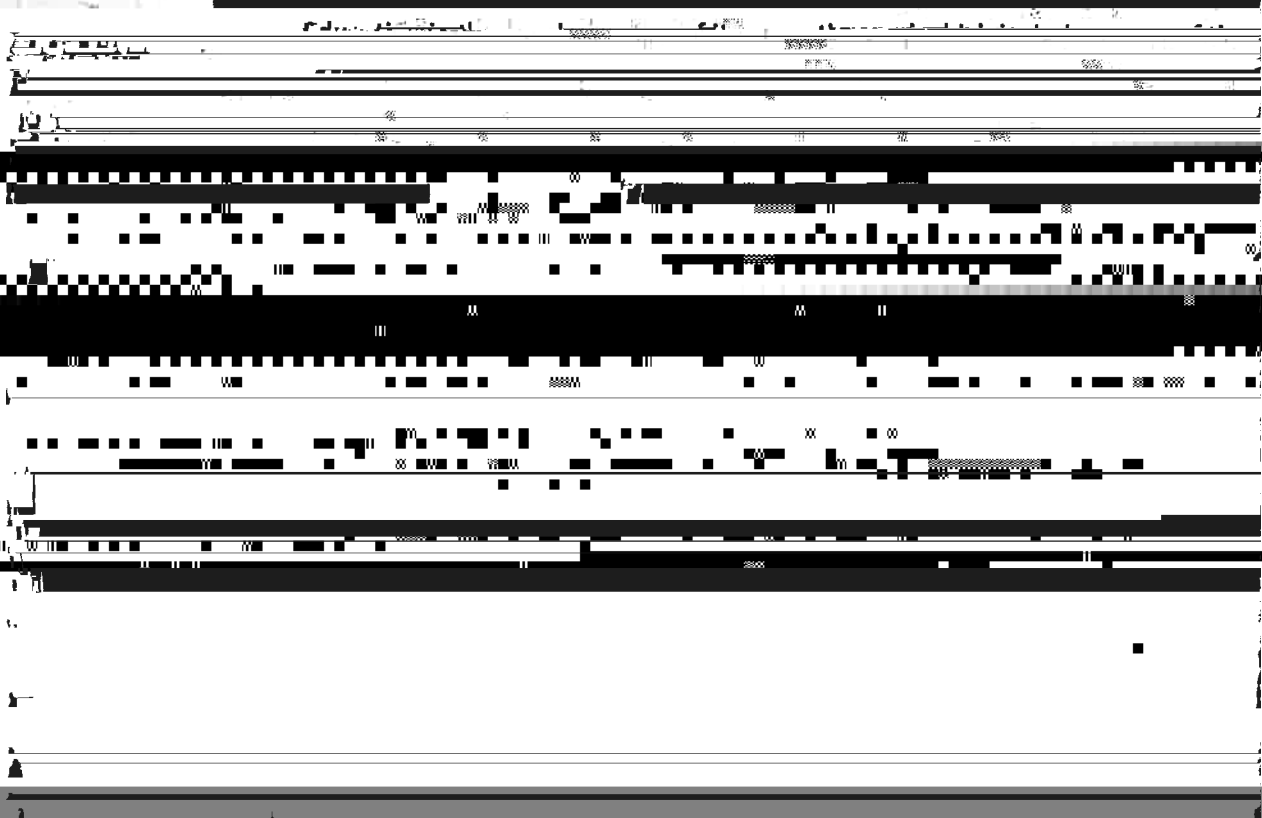
12.1 See Appendix for Transportation Agreement

13.0 REPORTING

13.1 Annual Report:

Once a year, as scheduled in the Terms of Reference, the School District Indigenous Education lead and Cowichan Tribes Education lead will prepare an annual report which they will co-present to the Board of Education and Chief and Council. The report will describe the progress, success and challenges in regards to the implementation of the LEA and with reference to Cowichan Student Success as defined in the Guiding Principles, section 2.0. The report will also include:

i) financial reports related to this Agreement, which are prepared by the Board of



14.0 TUITION PAYMENT

14.1 For eligible Cowichan Tribes students on the Jointly Verified Minimal Roll after the school

received Triton Funding from Indigenous Services Canada. Cowichan Tribes will pay to the

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

For the purpose of this Agreement, the term "Employee" shall mean any person employed with this Agreement

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

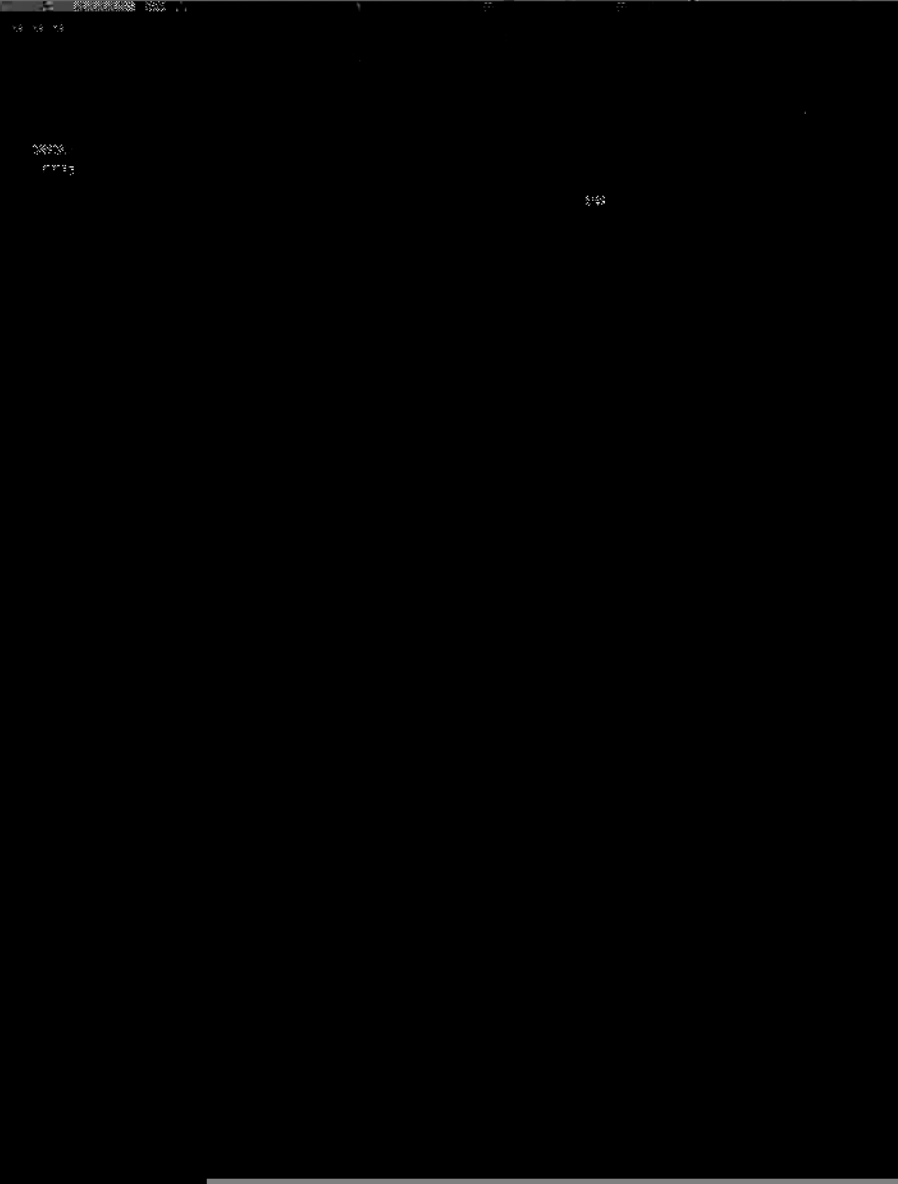
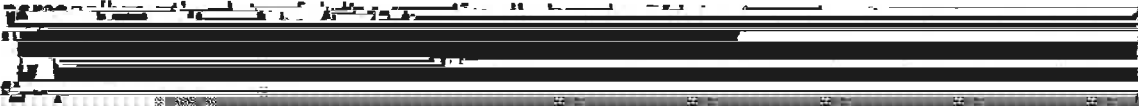
[REDACTED]

to Cowichan Tribes including:

- i) a list of Cowichan Tribes students enrolled in the school district, the schools where they are enrolled;
- ii) a list of the number and nature of Cowichan Tribes students with IEPs placed in

Modified or Adapted programs;

- iii) a list of those students who are placed in



GENERAL

18.2 This Agreement will be governed by, and construed in accordance with, the laws in force in the Province of British Columbia.


18.3 This Agreement will be to the benefit of, and binding upon, the Parties hereto and their



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

**SIGNED on behalf of the FIRST NATION by its
duly authorized Officers**

SIGNED on behalf of the BOARD OF EDUCATION


Chief

Chairperson – oard of Trus es


Direc of Education

Superintendent

Witness

Witn s

APPENDIX A: DEFINITIONS

1.0 DEFINITIONS

The following definitions apply to the Agreement:

"Adaptation" means teaching and learning materials that have been modified to meet the needs of students with disabilities, including students with physical, cognitive, and/or emotional disabilities, and students with limited English proficiency. Adaptations may include, but are not limited to, modifications to content, format, or delivery of instructional materials, and modifications to assessment methods. Adaptations should be based on the individual needs of the student and should not fundamentally alter the learning objectives of the subject matter.

needs so he or she can achieve the learning outcomes of the subject matter. Adaptations should be based on the individual needs of the student and should not fundamentally alter the learning objectives of the subject matter.

"First Nation Student Rate" means the education costs for a First Nation Student attending a BC Public

Education Institution in accordance with FNESSO

"School Act" means the British Columbia *School Act*, RSBC 1996, Chapter 412.

"School Year" means the period beginning on July 1 and ending on June 30 the following year.

"Targeted Indigenous Education Funding" means the funding provided to the School District by the Ministry of Education targeted for school age students of Aboriginal ancestry participating in Aboriginal Education Programs and Services offered by public schools, which must be spent on the provision of these programs and services.

