

# LOCAL EDUCATION AGREEMENT

*July 1, 2022 - June 30, 2027*



**Malahat**

MALAHAT NATION, as represented by the Malahat Nation Chief and Council

*AND*

**COWICHAN VALLEY**  
School District

The BOARD OF EDUCATION OF SCHOOL DISTRICT #79 (COWICHAN VALLEY)

THIS AGREEMENT made and entered into this 1st day of July, 2022 shall be effective for 5 years, ending on the 30th day of June, 2027.

BETWEEN:

**THE MALAHAT NATION**

(hereinafter called the "Nation")

AND:

**THE BOARD OF EDUCATION**

**COWICHAN VALLEY SCHOOL DISTRICT NO. 79**

(hereinafter called the "Board")

**WHEREAS** On July 1, 2018, the Province of British Columbia, the Government of Canada and the Nations Education Steering Committee entered into the BC Tripartite Education Agreement ("BCTEA"), agreeing to work together to make systemic shifts to support successful educational outcomes of all Nation Students, regardless of where they live or are enrolled in school in British Columbia, through the provision of high quality and culturally relevant elementary and secondary educational programs and services, and supported by funding that is responsive to unique needs of Nation Students, Nation Schools and communities;

**WHEREAS** The parties to the BCTEA recognize Local Education Agreements ("LEAs") as an integral part of the

**WHEREAS** The Parties agree that the principals, teachers and other staff in BC Public Schools have a central and

## 1. PURPOSE

1.1. The Parties agree that the purposes of this Agreement are to:

## 2. GUIDING PRINCIPLES

2.1 Nation's Central Role in Nations Education

a. Indigenous families and communities have the right to retain shared responsibility for the upbringing, training, education and well-being of their children, consistent with the rights of the child, and Indigenous peoples have the right to establish and control the systems and institutions providing education in their

employment and life choices.

### 2.3. Reconciliation & Collaboration in Nation Education

a. The gap in educational outcomes between Nation Students and non-Nation students is a persisting legacy of colonialism, and concerted efforts and proactive measures are required to eliminate this gap and

[REDACTED]

b. The Parties have a shared interest and priority in supporting excellence in Nation education, including

[REDACTED]

a. Nation Students have a right to feel safe at school, including safety from racism (students and staff), indifference, bias, marginalization, bullying and stereotyping, and the School District has an obligation to keep them safe.

b. Nation Students should not be separated from their peers based on their race or culture as this inevitably causes marginalization and bullying.

~~of Council Accountability and Data Sharing~~

[REDACTED]

for both Nations and boards of education regarding Nation's education in the BC Public Schools.

~~Timeline and development data is required to inform decision making to support Nation Students~~

[REDACTED]

personnel, in particular principals and teachers:

- i. Communicate a detailed summary to the Nation of the Board's spending of Targeted Indigenous Education Funding on Indigenous Education Programs and Services as identified through the direct involvement of Indigenous communities working with the Board to support the success of Indigenous Students;
- j. In coordination with the Nation, educate Parents about the implications of providing consent to share information and their ability to appoint a representative to act on their behalf;
- k. In coordination with the Nation, have regular meetings between Parents, teachers and/or students in a location that acknowledges the historic trauma of residential schools;
- l. Work with the Nation to develop and implement an attendance protocol and keep Nation Students in school;
- m. In the case of an Early School Leaver, work with the Parents and the Nation to collaborate on a plan that

g. Actively involve, support, and ensure an awareness of this agreement, its deliverables, and responsibilities to Nation Staff and Parents.

3.3. Wherever this Agreement provides that a School will perform any obligation under this Agreement, the

~~School will provide direction to the superintendent, principals, teachers, and other school staff as needed to fulfill~~

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that commitment.

3.4 Both parties will communicate this agreement with parents, teachers, students and community to share the

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~~\_\_\_\_\_~~

objectives and purpose of this agreement.

#### 4. EDUCATIONAL RESOURCES





is identified as having a special need before entering a School, the Nation Student's assessment and

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

8.1. As soon as practical after a Nation Student has been identified having diverse abilities or a disability:

- a. Appropriate supports and services will be identified in order to ensure that the Nation Student obtains an education that is most appropriate for their needs, and in regular classroom environments as much as possible;
- b. The assessment results and educational services to be provided to the Nation Student will be outlined in an Individual Education Plan (IEP), which must be completed with the parent for the purpose of assisting school staff to provide supports and services for the Nation Student and educating the student on all possible supports available;
- c. A Nation Student with diverse abilities or disabilities will take an active role in the design of their IEP to the maximum extent that their developmental level and ability permit;
- d. The IEP will be structured to provide students with the opportunity to gain skills to ensure maximum success post-graduation;

A written report stating the reason for placement of the Nation Student and the educational

[Redacted content]

opportunities gained and lost by such placement, must be provided to the Parent and Nation support staff as may be designated by the Nation Student's Parent;

opportunity to meet with school staff about the IEP and the Nation Student's educational program within a reasonable timeframe, and no later than two weeks after the request has been made to school personnel

[REDACTED]

c. Concluded, where it is determined that the Nation Student no longer requires an IEP.

8.9. For greater certainty, the Parties agree that an IEP will only be put in place under sections 8.1 and 8.2 and it will only be updated, revised or concluded under section 8.8 where the prior Informed Consent of the Parent has been obtained.

8.10. The Parties agree that, in the case of all special education categories that are consistent, individual

[REDACTED]

10.1. The Board will ensure appropriate learning plans and supports are identified and provided for Children in Care.

10.2. The Board will ensure there is a designated contact at each school as the primary point of contact for Children in Care at their respective schools.

10.3. The Nation will ensure that a case manager is assigned to all Children in Care who will follow, track, and coordinate communications with social workers, care givers, school personnel, and the Board on a regular basis.

10.4. The Parties will work with supporting agencies, specifically Kw'umut Lelum or other appropriate agencies, to ensure necessary supports are implemented to assist Nations Students who are Children in Care. This should include regular meetings between all involved Parties.

## 11. STUDENT CONDUCT

11.1. Expectations for Nation Student conduct 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 bylaws, policies and/or procedures of the Board, with direct consultation occurring with the Nation

[REDACTED]

11.2. With written consent of a Nation Student's Parent, the Board or designate will notify the Nation of disciplinary action and potential escalation of disciplinary action in relation to that Nation Student, and provide

[REDACTED]

respect by all School District staff and contractors for the Nation's unique languages, culture and history through its policies, practices, plans, curriculum and instruction. The Board will provide annual updates on the progress of this endeavor.

13.2. As per the BC Tripartite Education Agreement, at least one non-instructional day per year will be focused on

[REDACTED]

[REDACTED]

a. Attendance rates and updates

b. a summary of the number of Nation Students with IFPs placed in Modified or Adanted programs:

[REDACTED]

a. Progress of the implementation of the LEA – successes, challenges and anything else relevant to the success of the Agreement.

b. financial reports related to this Agreement, which are prepared by the Board in the regular course of its operation and which include a copy of the audited financial statements;

c. a complete financial report on the Targeted Indigenous Education Funding, Additional Funding and Special Education Funding, including ELL, which includes:

(1) the number of staff employed using Targeted Indigenous Education Funding, Additional Funding and Special Education Funding and designated to work with Nation Students;

(2) the proportion of the staff's time spent working directly with Nation Students; and

(3) the staff's duties and responsibilities;

[REDACTED]

(4) grade to grade transition rates;

(5) student retention rates;

(6) graduation and six-year graduation rates distinguishing between Degree and Evergreen

[REDACTED]



Indigenous Services for the Tuition Fees of the Nation's Students according to the approved Nations Student Rate and approved Nominal Roll. Unless otherwise agreed, the Nation will not be responsible for paying any amounts for which it does not receive funding from Indigenous Services, or which exceeds the Nation Student Rate.

17.4. The Parties agree the September 30th Nominal Roll enrolment will be verified by:

- a. the Nation authorized representative
- b. the Board authorized representative

17.5. The Parties agree that Tuition Fees payable for each School Year shall be paid by the Nation to the Board

[REDACTED]

a. a Nation Student has withdrawn from school during the month ending one month before the payment due date; or

b. a Nation Student has transferred to an Indigenous School or a DC Independent School during the

[REDACTED]

17.9. Early Leavers

a. If a student attends less than 50% of the school year, the Nation will retain \$2,000.00 per student with a minimum amount of \$5,000.00 and a maximum of \$10,000.00 to be placed in the Early Leaver Fund.

b. In the event there are 3 or more Early Leavers in a given year the LEA Oversight Team will convene to



analyze why this occurred and do everything in its power to prevent reoccurrence.

17.10. The Parties agree that additional services or programs not contemplated by this Agreement may be provided by the Board through agreement by the Parties on the terms and costs for such service(s) and/or program(s).

17.11. Where Indigenous Services Canada is late in providing Tuition Funding to the Nation:

a. the Nation will notify the Board of the delay in receiving ISC funding; and

b. the Board will not charge interest to the Nation on any amount that is outstanding due to Indigenous

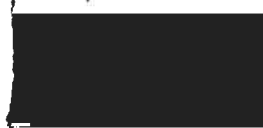
d. Any other individuals approved by the Oversight Team to attend meetings.

18.2. The LEA Oversight Team will meet annually to review the report issued by the LEA Working Group.

19.3. The LEA Oversight Team will meet at either party's request upon receiving reasonable notice

d. A requirement the LEA Working Group prepare an annual report to present to the LEA Oversight Team

including successes, challenges, and progress of the implementation along with relevant reporting from



(2) The qualifications of the mediator,

(3) The mediator's fees.

(4) The mediator's availability, and

(5) Any other consideration likely to result in the selection of an impartial, competent, and effective



The parties agree to participate in mediation in good faith to attempt to resolve the dispute between



to its rules.

h. The place of arbitration will be Victoria, BC.

[REDACTED]

MALAHAT NATION

110 Thunder Road

Mill Bay BC

V0R 2P4

604-799-9999 or malahatn@malahatn.com

**If to the Board:**

The Secretary/Treasurer

Cowichan Valley School District 79

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

British Columbia.

22.2. This Agreement will be to the benefit of, and binding upon, the Parties hereto and their respective

~~successors and assigns~~

## APPENDIX A: DEFINITIONS

The following definitions apply to the Agreement:

**"Adaptations"** are teaching and assessment strategies especially designed to accommodate a student's needs

so he or she can achieve the learning outcomes of the subject or course and to demonstrate mastery of concepts. Essentially, adaptations are "best practice" in teaching. A student working on learning outcomes of any grade or course level may be supported through use of adaptations.

**"Adult Diploma"** means an adult high school diploma is the British Columbia Adult Graduation Diploma

(BCAGD) for adult learners (18 and older) who want to take courses in order to complete high school and obtain their adult high school diploma.

implemented, where parental consent has been provided, in a manner consistent with the Attendance Protocol

where a Nation Student misses more than 10% of scheduled classes in a month and will address academic, behavioral, attendance and any other relevant issues and will include interventions to be undertaken by the school, Nation and Parents.

**“Early Leavers”** means a student who has missed at least 50% of a term or semester.

**“Early Leavers Fund”** means a fund administered by the Nation pursuant to their Financial Administrative Law with input from the District that will be used exclusively for supporting re-entry and/or any and all alternative education options to give the student the best chance for success.

**“Evergreen (School Completion) Certificate”** is a school leaving certificate intended to celebrate success in

- a. the assessment procedures to be carried out;
- b. the information to be collected;
- c. the intervention that may take place;
- d. the likely benefits and risks; and
- e. the option to refuse or withdraw at any time,

and be provided meaningful opportunity to provide input into the assessment and placement or education referral decision.

**"Minister"** means the Minister of Education (BC).

**"Ministry"** means the Ministry of Education (BC).

[REDACTED]

the guardian of the person of the student;

[REDACTED]

**"Personal Life Plan"** means a document prepared in coordination with the student and his or her teachers

beginning in kindergarten and updated annually describing likes, strengths, and anything else relevant to their potential development. From Grade K-3 the PLP will be updated by the student's teacher in coordination with the Nation. From Grades 4-12 the document will be prepared in coordination with the student, culminating in an

**"School"** or **"School(s)"** means and includes any school operated by the Board.

**"School Act"** means the British Columbia School Act, RSBC 1996, Chapter 413

Signed on behalf of:

**The Board**

*Candace Spilsbury*  
Board Chair, Candace Spilsbury

*7/8/2022*  
Date

Secretary-Treasurer, Jason Sandquist

Date

Signed on behalf of:

**The Nation**

Chief, George Harry

*1 202*  
Date

Councilor

*Jul 11 2022*  
Date