

Local Education Agreement

Between

Penelakut Tribe

And

School District No. 79  
(Cowichan Valley)

July 2020 - June 2025

## Introduction

The negotiation and adoption of this Local Education Agreement (LEA) provides a significant opportunity for Penelakut Tribe and School District 79 Cowichan Board of Education to focus attention on improving educational outcomes for Penelakut Tribe students and on developing the relationship necessary to accomplish that mutual goal.

The gap in educational outcomes between First Nation Students and non-First Nation students is a persisting legacy of colonialism, and concerted efforts and proactive measures are required to ensure academic success for all First Nation students. This will contribute to reconciliation in education.

The Truth and Reconciliation Commission's 94 Calls to Action and the United Nations



personnel and students as per the School Act 1996 and as may be amended from time to time.

/" fIA ! 1%1/ & Penelakut Tribe and the Board of Education intend to work together to provide education programs and additional educational service for Penelakut Tribe students who attend School District No. 79 (Cowichan Valley) schools.

/" fIA ! 1%1/ & Penelakut Tribe desires that these services will be respectful and reflective of Penelakut Tribe culture and linguistic heritage with emphasis on satisfaction and pride for Penelakut Tribe and the Board of Education.

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opportunities that:

- i. ensure that they are confident in their self-identity, their families, their communities and traditional values, languages and cultures;
- ii. give them the skills they need to thrive in contemporary society;
- iii. prepare them to access any opportunities they choose for higher learning, employment and life choices.

### 2.3 Reconciliation & Collaboration in First Nation

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- i) Timely and relevant data is required to inform decision-making to support Penelakut Tribe students.
- j) Open and effective communication (by way of Terms of Reference between Penelakut Tribe and the Board of Education) benefits Penelakut Tribe student supports, services and success.

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3.1 Consistent with the principles and term of this agreement, Penelakut Tribe and the Board of Education will continue to work together to:

- a. Support and provide for the development of policies, programs, services, curriculum and other educational opportunities that promote the success of Penelakut Tribe students.
- b. Enhance and affirm a strong / ( ) 5??/?G H79( ) H5H ) 9?%- ) H%5 ( H ) %2. G < ) 2° <? ) 4 H5H ) 5) 2%1A?# First Nation and other Indigenous students.
- c. fi' ?/C) 2H5C62D) H12 ) 9<H%5 ( H6? . ) : H1 ) 5) 2%1A?# 9&) H156E 2 ( - ) 1) ) 7) : <H in the education of Penelakut Tribe stub

- f. Ensure that supports and services are available for all Penelakut Tribe learners who are involved in the winter longhouse tradition and/or other Penelakut Tribe cultural activities that may for certain periods take them away from attending school. These circumstances shall be reviewed by Penelakut Tribe or designate and the Board of Education or designate to determine supports and/or academic credits that may apply.
- g. Make sure a holistic comprehensive educational plan that supports any areas of vulnerability is developed and implemented for each Penelakut Tribe student with particular attention to the development of strong literacy, numeracy and Core Competencies.
- h. Ensure that each Penelakut Tribe student who is capable, graduates with a Dogwood Certificate, that prepares them to pursue any life path they choose including post-secondary education or employment.
- i. Ensure supports and services are available to all Penelakut Tribe students requiring learning assistance or other educational supports, including but not limited to students with special needs.
- j. Work with supporting agencies, including Kwumut Lelum to ensure appropriate supports are implemented to assist students in foster, adoptive, or other types of care.
- k. A future looking plan will be jointly developed with the parent/guardian, student (as appropriate), Penelakut Tribe and School District staff that provides support and opportunities for those students who, based on appropriate assessment and designations, have a significant cognitive impairment that will preclude them from graduating with a Dogwood. This plan will be designed to assist the student in achieving success after completing school. As outlined in Section 2.4 g of this Agreement, parents will be notified and included in the planning of their child's plan.
- l. That the Board of Education and Penelakut Tribe will jointly address Penelakut Tribe student at risk of becoming an early leaver and

those who have become first-time passers (by developing and implementing strategies or programs to re-engage each student and keep them in school, working towards regular attendance and graduation.

- m. That the Board of Education and Penelakut Tribe will create a plan to meet its goals on a regular basis and in an inclusive way.
- n. That each year the Board of Education and Penelakut Tribe will report the progress, success and challenges faced during the school year. The reporting schedule will be defined in the Terms of Reference.
- o. Work together for the recruitment and hiring of Indigenous education staff including Indigenous Education Student Support Workers, Culture and Language Teaching Assistants, Indigenous Education District Principals, Indigenous Education teachers and Indigenous Education Coordinators.
- p. To actively involve, support and ensure an effective partnership between the Board of Education and Penelakut Tribe by all those who play an important role in the success of Penelakut students:
  - i. From Penelakut: Chief and Council, Nation manager, senior staff, program staff, parents and students.
  - ii. From the Board of Education: Trustees, senior management, administrators (principals, vice-principals), teachers and support staff and the Indigenous Education program staff, district support team, school based teams.
- q. Promote and support regular in-service and professional learning activities focused on developing awareness, understanding, and appreciation for Penelakut Tribe culture, languages, traditions, teaching, and heritage.



## 4 Board of Education



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7.6 Penelakut Tribe and the Board of Education agree that additional

## 9 Dispute Resolution

If a dispute arises between parties in relation to this Agreement, the parties agree to use their best efforts to **resolve** such disputes in a reasonable and timely manner, in good faith and in a way that fosters an improved, ongoing and respectful relationship between Penelakut Tribe and the Board of Education. Should no resolution be possible, the parties agree that the following dispute resolution process will be used.

- 9.1 One party must provide notice in writing to the other party indicating that it intends to use the dispute resolution process to resolve a dispute and provide details of this dispute.
- 9.2 Within five (5) business days of the notice described in Section 9.1 being provided, or such further period agreed to by the parties in writing, representatives of each party with decision-making authority regarding the dispute must meet in good faith to attempt to resolve the dispute. In the event a party refuses to meet within the timelines, the other party may refer the dispute to mediation as set out in Section 9.3.
- 9.3 If, within ten (10) business days after the meeting described in Section 9.2, or such further period agreed to by the parties in writing, the parties have not succeeded in negotiating a resolution of the dispute, either party may refer the dispute to mediation by providing written-notice to the other party of such referral.
- 9.4 The parties may jointly appoint a mutually acceptable mediator. If the parties are unable to agree upon the appointment of a mediator within ten (10) business days after the notice in Section 9.3, the parties agree to apply to Mediate BC Society (formerly known as British Columbia Mediator Roster Society), or such other organization or person agreed to by the parties in writing which will appoint a mediator taking into account:
  - a. The need for the mediator to be neutral and independent,
  - b. The qualifications of the mediator,
  - c. The mediator's fees,

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March in any year in which case this agreement will end on the following August 31<sup>st</sup>.

## 11 Notice

- 11.1 Any notices or communications or payments required or permitted to be given pursuant to this Agreement shall be in writing and shall be delivered to, or sent by prepaid courier or confirmed by email, addressed as follows:

Penelakut Tribe Education  
11132- Clam Bay Road  
PO Box 360  
Chemainus BC V1R 1K0  
Email: [anniec@penelakuttribe.ca](mailto:anniec@penelakuttribe.ca)  
Attention: Annie Cossey

In case of communication with the Board of Education

Board of Education of School District No. 79 (Cowichan Valley)  
2557 Beverly Street  
Duncan, B.C. V9L 2X3  
Email: [rgray@sd79.bc.ca](mailto:rgray@sd79.bc.ca)  
Attention: Superintendent of Schools

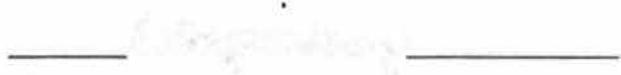
## 12 General

- 12.1 The Board of Education and Penelakut Tribe each reserve the right to delegate the interpretation of this agreement to one or more of their employees.
- 12.2 This Agreement will be governed by and construed in accordance with the law in force in the Province of B.C.
- 12.3 This Agreement will be to the benefit and binding on Penelakut Tribe and the Board of Education and their respective successors and assigns.

IN WITNESS WHEREOF Penelakut Tribe and the Board of Education



Chief



Director of Administration





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"Personal Educational Plan (PEP)" is an education plan developed collaboratively by school staff and Penelakut First Nation staff with a student and their family that includes educational goals that will support the student in achieving their life goals.

"Nominal Roll" means the annual census of eligible students living on-reserve and attending elementary/secondary school as of September 30.

"Ordinarily resident on-reserve" means that the student usually lives at a civic address on reserve, is a child in