Local Education Agreement

Between the

{ŭÎǫdzY̓ʎyʼdzǎ First Nation

And

School District No. 79
(Cowichan Valley)

Introduction

The negotiation and adoption of this Local Education Agreement (LEA) provides a ăλƎyλŦλŎl·yű ƻLJLJƻNJűdzyλűè Ŧƻ{ {űÎQdzYˆλyďză CλNJăű bl·űλƻyˆl·yŘ {ŎKƻƻf 5λăűNJλŎű тф Cowichan Board of Education to focus attention on improving educational ƻdzűŎƻYˆŜă Ŧƻ{ {űÎQdzYˆλyďză CλNJăű Nation 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 learners. This will contribute to reconciliation in education.

The *Truth and Reconciliation Commission's 94 Calls to Action* and the *United Nations Declaration on the Rights of Indigenous Peoples (UNDRIP)* provide a framework for reconciliation for the Board of Education. This requires the parties to work together to change policies, practises and programs in School District 79 in a concerted effort to repair the harm caused by residential schools and the governmental policies of assimilation and oppression.

LOCAL EDUCATION AGREEMENT BETWEEN
{¢½Ω¦ a⌊b¦{ FIRST NATION AND SCHOOL DISTRICT 79

THIS AGREEMENT made and entered into this 2nd day of February, 2021 shall be effective from the 1st day of September, 2020.

BETWEEN:

Stz'uminus First Nation Chief and Council
(hereinafter called {ŭÎΩdzY^λyđzǎ First Nation)

AND:
THE BOARD OF EDUCATION

i.

certain periods take them away from attending school These circumstances shall be reviewed by {ŭÎQdzY^ỳyđzǎ First Nation 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 is developed and implemented for each Stz'uminus First Nation student that supports any areas of vulnerability with particular attention to the development of strong literacy, numeracy and Core Competencies.

h) Ensure that each {ŭÎQdzY^ỳyđzǎ First Nation student who is capable, graduates with a Dogwood Certificate, ready to pursue any life path they choose including post-secondary education or employment.

i) Ensure supports and services are available to all {ŭÎQdzY^ỳyđzǎ First Nation students requiring learning assistance or other educational supports, including but not limited to students with special needs and /or in foster, adoptive, or other types of care.

j) A future looking plan will be jointly developed with the parent/guardian, student (as appropriate), {ŭÎQdzY^ỳyđzǎ First Nation 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.

k) That the Board of Education and {ŭÎQdzY^ỳyđzǎ First Nation will jointly address {ŭÎQdzY^ỳyđzǎ First

success and challenges faced during the school year. The reporting schedule will be defined in the Terms of Reference.

n) 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.

o) To actively involve, support and ensure an awareness of this Agreement, its deliverables and responsibilities by all those who play an important role in the success of {ŭÎℚdzY'λyďzǎ First Nation students:

    i. From {ŭÎℚdzY'λyďzǎ First Nation: Chief cation District

students!D74 Tf 1 26.st0912 Ed1.35 49orkECulPa000912 0 0 1 4966125(d)7(u)7(r)-7(in)5(g)7(8(r)-

a) Have {ŭÎŲdzYˆλyđză First Nation staff obtain parental/guardian written consent to act on behalf of and represent {ŭÎŲdzYˆλyđză First Nation students pursuant to the terms of this agreement;

b) Promote the active participation and involvement of Parents and other community members of {ŭÎŲdzYˆλyđză First Nation in the education of their children, including the promotion of regular attendance, seeking help when needed and attending School District or School activities;

c) Subject to receiving Tuition Funding from Indigenous Services, pay the Board of Education the Tuition Fees received from the federal government as agreed to and set out in Section 7 of this Agreement;

d) Provide the {ŭÎŲdzYˆλyđză First Nation Board Room or other facility, subject to availability, for meetings between parents and teachers;

e) Provide a point of contact for the Board of Education;

f) 5ŜØŜf2LJ ăŭdzŘŜyŭă t[tŲă l·yŘ ø2₦ℸ øλŭK ŭKŜ Board of Education jointly to enhance the students PEP as set out in Section 3.1d of this Agreement.

6 Joint Working Group

6.1 The Board of Education and {ŭÎŲdzYˆλyđză First Nation will form a staff Joint Working Group and will, by separate agreement, establish Terms of RŜ₮Ŝ₦ŜyŎŜ ₮2₦ ŭKŜ ø2₦ℸλy∃ ∃₦2dzLJŲă 2LJŜ₦l·ŭλ2n within 20 days of the signing of the Agreement. The Terms of Reference will include the membership of the Joint WorBT/F1 14 Tf1 0 0 1 5(Wo)69615D01765601507000

September 30th Nominal Roll figures verified

8 Termination and Default

8.1 ² Ŝ ₦ŜŎ₂∃y⁄ΛÎŜ ŭKl·ŭ {ŭÎΩdzY˙λy⁄dzǎ CΛ₦ǎŭ bl·ŭΛ₂y˙ øΛff Y˙l·ʮŜ ŜØŜ₦è reasonable effort to forward fees in a timely manner upon receipt of an invoice from the Board of Education. Should the Board of Education become aware of a missing payment, they will reach out to {ŭÎΩdzY˙λy⁄dzǎ CΛ₦ǎŭ bl·ŭΛ₂y˙ŭ₂ ǎŜŜʮ dzyŘŜ₦ǎŭl·yŘΛy∃ l·yŘ Λy⁄₂₦Y˙l·ŭΛ₂y˙ ₦Ŝ∃l·₦ŘΛy∃ ŘŜƒl·èŜŘ LJl·èY˙Ŝy⁄ŭφ ¢KŜè øΛff ø₂₦ʮ øΛŭK {ŭÎΩdzY˙λy⁄dzǎ CΛ₦ǎŭ Nation to make a reasonable adjustment to the payment plan.

9.6 The parties agree that the mediation will be conducted with the assistance of the Mediate BC Society.

9.7 Unless resolved through mediation, all disputes arising out of or in connection with this agreement, or in respect of any legal relationship associated therewith or derived therefrom, shall be referred to and finally resolved by arbitration administered by the British Columbia International Commercial Arbitration Centre pursuant to its rules.

9.8 The place of arbitration shall be Nanaimo, British Columbia, Canada.

9.9 The parties agree to share equally the costs and fees of the mediator and arbitrator engaged under the section to resolve disputes. Each party will be responsible for their own costs in preparation for and attending the mediation and arbitration.

10 Term

10.1 This agreement will be in effect for the 2020 - 2021 school year and will continue until the end of the 2025 - 2026 school year unless terminated earlier as provided in this agreement.

10.2 The parties will review this agreement prior to the end of March of each year and may make amendments to the agreement at that time: such amendments will be effective on the following August 31st.

10.3 During the term of this agreement, the agreement will automatically renew year-by-year unless either party provides notice to terminate this agreement prior to the end of March in any year in which case this agreement will end on the following August 31st.

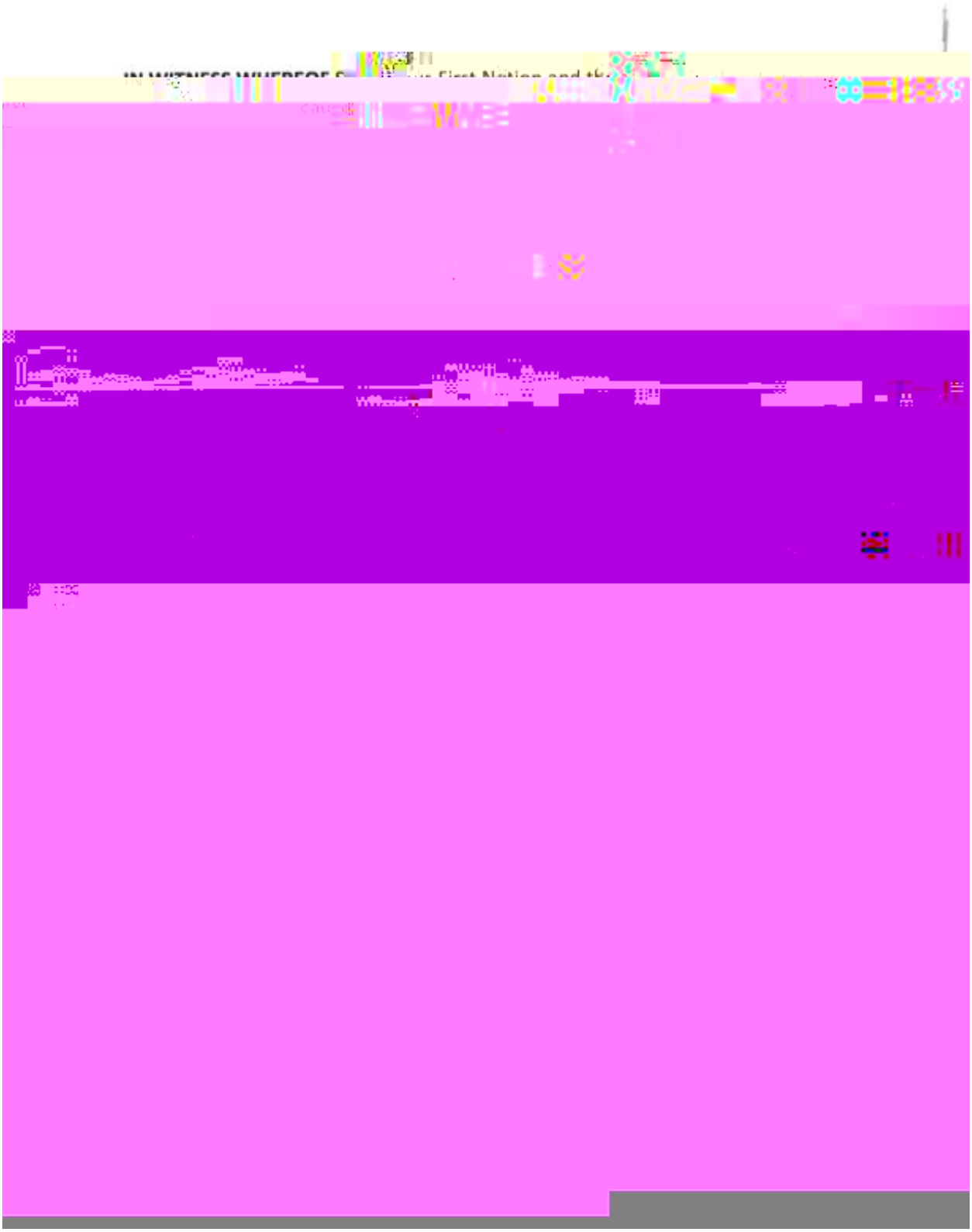
11 Notice

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:

{ŭÎǫdzYʎyǵdzǎ First Nation Education
12611-A Trans Canada Hwy
Ladysmith, B.C.
V9G 1M5
Email: josie.louie@stzuminus.com
Attention: Josie Louie

In case of communication with the Board of Education

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

12 General

12.1 The