

**Memorandum of Understanding**

**Between the**

**Ts'uubaa-asatx First Nation**

**And**

**School District No. 79  
(Cowichan Valley)**

**July 2020 – June 2024**

## Introduction

This Memorandum of Understanding provides a significant opportunity for a Ts'uubaa-asatx Nation and School District 79 Cowichan Board of Education to focus attention on excellent educational outcomes for Ts'uubaa-asatx 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 eliminate this gap and 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* provide a framework for reconciliation for the Board. 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.

MEMORANDUM OF UNDERSTANDING BETWEEN  
TS'UUBAA-ASATX NATION AND SCHOOL DISTRICT 79

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020 shall be effective from the 1<sup>st</sup> day of July 2020.

BETWEEN:

**The Ts'uubaa-asatx Nation Council**  
(hereinafter called Ts'uubaa-asatx Nation Council)

AND:

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

**WHEREAS** the Ts'uubaa-asatx Nation Council, as the governing body of Ts'uubaa-asatx Nation, has the authority and responsibility for the education of its members.

**AND WHEREAS** Ts'uubaa-asatx Nation places great value on our children and their educational success.

**AND WHEREAS** the Board of Education has the authority under section 86 (3) of the School Act to enter into an agreement with a Council of a Band as defined in the federal Indian Act, RSC, c.1-5 with respect to the education of Ts'uubaa-asatx Nation students.

**AND WHEREAS** it is recognized that the Board of Education is the legislated authority relating to the governance and operation of public schools, school personnel and students as per the *School Act 1996* and as may be amended from time to time;

**AND WHEREAS** Ts'uubaa-asatx Nation Council desires that these services will be respectful and reflective of Ts'uubaa-asatx Nation culture and linguistic heritage

with emphasis on satisfaction and pride for Ts'uubaa-asatx Nation Council and the Board of Education.

**The Parties** wish to enter into this agreement to set out processes and content by which they will continue to work together to provide education programs and additional educational service for Ts'uubaa-asatx Nation students who attend schools within School District No. 79 (Cowichan Valley).

## **1.0 Purpose**

- 1.1 This Agreement recognizes and confirms the benefits of Ts'uubaa-asatx Nation Council and the Board of Education working together for the success of all students, but in particular for the success of Ts'uubaa-asatx Nation students
- 1.2 The agreement identifies accountabilities, responsibilities, communication protocols, between Ts'uubaa-asatx Nation and the Board of Education

## **2.0 Guiding Principles and Values**

### **2.1 Ts'uubass-asatx Nation's Central Role in Ts'uubass-asatx Nations Education**

- a) Ts'uubaa-asatx Nation families and community have the right to retain shared responsibility for the upbringing, education and well-being of their children.
- b) Ts'uubaa-asatx Nation has a central role in the education of their students.

### **2.2 Ts'uubaa-asatx Nation Students Access to Quality Education**

- c) Ts'uubaa-asatx Nation Students must have access to excellent educational 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 Education**

- d) Ts'uubaa-asatx Nation student education **requires collaboration and cooperation with a trusting, respectful relationship, building understanding and being innovative** so that all Ts'uubaa-asatx Nation students are supported to achieve successful education outcomes.
- e) The Parties have a shared interest and priority in supporting excellence in education, including supporting Ts'uubaa-asatx Nation students to fulfil their educational potential by having access to and receiving **quality education that is respectful and reflective of their unique culture and history.**
- f) Curriculum, materials and resources will meaningfully reflect Ts'uubaa-asatx Nations' culture, values, language and traditions, teachings and heritage as approved and determined by Ts'uubaa-asatx Nation or its designate.

### **2.4 Parental Engagement**

- g) Parents are an integral part of the educational journey of each Ts'uubaa-asatx Nation student and as such, must be included in the planning and decisions regarding their child's education.

### **2.5 First Nation Student Safety**

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

### **2.6 Shared Accountability and Data-Sharing**

- i) Timely and relevant data is required to inform decision-making to support Ts'uubaa-asatx Nation students.
- j) Open and effective communication benefits Ts'uubaa-asatx Nation student success.

### 3. Shared Responsibilities

Consistent with the principles and term of this agreement, Ts'uubaa-asatx Nation Council 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 Ts'uubaa-asatx Nation students.
- b. Enhance and affirm a strong **identity, pride in heritage and healthy self-esteem in Ts'uubaa-asatx Nation** students.
- c. **Actively involve Elders and other Ts'uubaa-asatx Nation knowledge keepers** in the education of Ts'uubaa-asatx Nation and other Indigenous and non-Indigenous students.
- d. Ensure that each Ts'uubaa-asatx Nation student 12 years of age or older will have a **Personal Life Plan (PLP)** which is adopted as their Personal Education Plan (PEP) during their time in the education system. Additionally, to ensure goals which are set out in the PLP/PEP are tied to necessary supports and to make certain those goals are met.
- e. **Assess, respect and understand the educational needs of Ts'uubaa-asatx Nation students** with their families and /or advocate(s) and deliver individual, personalized services that will meet these needs.
- f. Ensure that supports and services are available for all Ts'uubaa-asatx Nation learners who are involved in the winter longhouse tradition and/or other Ts'uubaa-asatx Nation cultural activities that may for certain periods take them away from attending school. These circumstances shall be reviewed by Ts'uubaa-asatx 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 Ts'uubaa-asatx 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 Ts'uubaa-asatx 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 Ts'uubaa-asatx 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. Develop a future looking plan in collaboration with the parent/guardian, student (as appropriate), Ts'uubaa-asatx 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. Jointly address Ts'uubaa-asatx Nation student **early leavers** by developing and implementing strategies or programs to re-engage each student and keep them in school, working towards regular attendance and graduation.
- l. Create a plan to **engage parents** on a regular basis and in an inclusive way.
- m. **Co-present annually to the Board of Education and Chief and Council** the progress, success and challenges faced during the school year. The reporting will occur in May of each year on a mutually agreed upon date.
- n. Work together for the recruitment and hiring of Indigenous education staff including support staff, teachers and administrators.
- o. 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 Ts'uubaa-asatx Nation students:
  - i. From Ts'uubaa-asatx Nation: 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, the Indigenous Education program staff, district support team, school based teams.
- p. Promote and support regular in-service and professional learning activities focused on developing awareness, understanding, and appreciation for Ts'uubaa-asatx Nation culture, languages, traditions, teachings, and heritage.

### **3 Board of Education Responsibilities**

3.1 In accordance with the terms of this Agreement the Board of Education agrees to:

- a. Ensure that Ts'uubaa-asatx Nation students have equitable access to educational programs, including Dididhat language instruction;
- b. Ensure that any learning assessments required are conducted in a timely manner and that early screening of Ts'uubaa-asatx Nation students for areas of vulnerability occur throughout the student's educational journey as needed.
- c. Dedicate Indigenous Education staff to district schools that have Ts'uubaa-asatx Nation students and to make certain that these workers are duly qualified to provide the necessary supports to enhance and engage Ts'uubaa-asatx Nation students with a main objective of meeting their educational goals.
- d. Explore and identify alternate discipline models such as restorative justice for Ts'uubaa-asatx Nation students, working together with Ts'uubaa-asatx Nation and consistent with the Board Code of Conduct, existing Board of Education conflict resolution practices, policies and Ministerial Order Code of Conduct.
- e. Once parent consent has been obtained by Ts'uubaa-asatx Nation,



1. Ensure that written notification is provided to Ts'uubaa-asatx Nation with the names of students under this Agreement who are receiving or are eligible to receive Special Education services.
  2. Provide information regularly throughout the school year about students who require or are receiving learning assistance or other supports at the request of Ts'uubaa-asatx Nation.
- f. At their request, inform Ts'uubaa-asatx Nation's point of contact identified in Section 4.1d, of Ts'uubaa-asatx Nation student absences from school.

#### **4 Ts'uubaa-asatx Nation Responsibilities**

- 4.1 In accordance with the terms of the Agreement, Ts'uubaa-asatx Nation agrees to:
- a) Have Ts'uubaa-asatx Nation staff obtain parental/guardian written consent to act on behalf of and represent Ts'uubaa-asatx Nation students pursuant to the terms of this agreement.
  - b) Promote the active participation and involvement of parents and other community members of Ts'uubaa-asatx 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) Provide the Ts'uubaa-asatx Nation Board Room or other facility, subject to availability, for meetings between parents and teachers.
  - d) Provide a point of contact for the Board of Education

#### **5 Joint Working Group**

- 5.1 The Board of Education and Ts'uubaa-asatx Nation will form a staff Joint Working Group within 20 days of the signing of the Agreement. The Joint Working Group will include the district lead for Indigenous

Education, the principal of Lake Cowichan School, the principal of Palsson Elementary School, and the Ts'uubaa-asatx Nation lead for Education. Other individuals may be invited to the meetings as needed. The district will act as secretariat for these meetings, preparing agendas and recording minutes. The group will meet in September of each year to set areas of focus and meeting schedule.

- 5.2 The overall purpose of the working group will be to coordinate the implementation, monitoring, and progress reporting of this Agreement.
- 5.3 Ts'uubaa-asatx Nation and the Board of Education agree additional services or programs not contemplated by this Agreement may be provided by the Board if Ts'uubaa-asatx Nation and Board of Education agree to the terms and the costs for such services or programs.

## **6 Termination and Default**

- 6.1 Either Ts'uubaa-asatx Nation or the Board of Education may terminate the Agreement for any reason by providing the other party written notice by March 31 in any year to be effective the following August 31.
- 6.2 Once this Agreement has been terminated, obligations of Ts'uubaa-asatx Nation and the Board of Education to each other, will cease subject only to federal and provincial legislation and regulations.

## **7 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 Ts'uubaa-asatx Nation and the Board of Education. Should no resolution be possible, the parties agree that the following dispute resolution process will be used.

- 7.1 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.
- 7.2 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.
- 7.3 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.
- 7.4 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 the 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,
  - d. The mediator's availability, and
  - e. Any other consideration likely to result in the selection of an impartial, competent and effective mediator.
- 7.5 The parties agree to participate in mediation in good faith to attempt to resolve the dispute between them.

- 7.6 The parties agree that the mediation will be conducted with the assistance of the Mediate BC Society.
- 7.7 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.
- 7.8 The place of arbitration shall be Vancouver, British Columbia, Canada.
- 7.9 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.

## **8 Term**

- 8.1 This agreement will be in effect for the 2020 - 2021 school year and will continue until the end of the 2023 - 2024 school year unless terminated earlier as provided in this agreement.
- 8.2 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 31<sup>st</sup>.
- 8.3 This 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 31<sup>st</sup>.
- 8.4 At any time, should Ts'uubaa-asatx Nation request, in writing, a Local Education Agreement be negotiated with the Board of Education, the Board of Education will set a mutually agreeable meeting date within 10 working days of receiving the request to begin the negotiations.

## 9 Notice

- 9.1 Any notices or communications 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:

Ts'uubaa-asatx Nation Education  
313B Deer Rd  
PO Box 159  
Lake Cowichan, B.C.  
V0R 2G0  
Email: [aaron@lcfn.ca](mailto:aaron@lcfn.ca)  
Attention: Operations Manager

In case of communication with the Board

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

## 10 General


- 10.1 The Board of Education and Ts'uubaa-asatx Nation Council each reserve the right to delegate the implementation of this agreement to one or more of their employees.
- 10.2 This Agreement will be governed by and construed in accordance with the law in force in the Province of B.C.

**IN WITNESS WHEREOF** Ts'uubaa-asatx Nation Council and the Board of Education have caused this Agreement to be executed by their duly authorized representative and signatories as of July 1, 2020


**TS'UUBAA-ASATX NATION:**

**THE BOARD OF EDUCATION  
DISTRICT NO.79 (COWICHAN VALLEY)**

  
\_\_\_\_\_  
Chief, *Acting*  
Ts'uubaa-asatx Nation Council

  
\_\_\_\_\_  
Chairperson,  
School District No. 79

  
\_\_\_\_\_  
Director of Administration,  
Ts'uubaa-asatx Nation Council

  
\_\_\_\_\_  
Superintendent of Schools,  
School District No. 79