

Local Education Agreement

Between the

Stz'uminus First Nation

And

School District No. 79  
(Cowichan Valley)

## Introduction

The negotiation and adoption of this Local Education Agreement (LEA) provides a significant opportunity for Stz'uminus First Nation and School District 79 Cowichan Board of Education to focus attention on improving educational outcomes for Stz'uminus First 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  
STZ'UMINUS FIRST NATION AND SCHOOL DISTRICT 79

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

BETWEEN:

**Stz'uminus First Nation Chief and Council**  
(hereinafter called Stz'uminus First Nation)

AND:

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

**WHEREAS** the Stz'uminus First Nation, as the governing body of Stz'uminus First Nation, has the authority and responsibility for the education of its members.

**AND WHEREAS** Stz'uminus First Nation places great value on our children and their educational success.

**AND WHEREAS** it is recognized that this Agreement where applicable will be governed by and construed in accordance with the laws in force in the Province of British Columbia and pursuant to the *School Act*.

**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 Stz'uminus First 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** Stz'uminus First Nation and the Board of Education intend to work together to provide education programs and additional educational service for Stz'uminus First Nation students who attend School District No. 79 (Cowichan Valley) schools.

**AND WHEREAS** Stz'uminus First Nation desires that these services will be respectful and reflective of Stz'uminus First Nation culture and linguistic heritage with emphasis on satisfaction and pride for Stz'uminus First Nation and the Board of Education.

**The Parties** wish to enter into this agreement to set out the terms and conditions regarding the purchase of education services by Stz'uminus First Nation from the Board of Education for Stz'uminus First Nation students.

## **1.0 Purpose**

- 1.1 The Local Education Agreement (LEA) recognizes and confirms the benefits of Stz'uminus First Nation and the Board of Education working together for the success of all students, but in particular for the success of Stz'uminus First Nation students.
- 1.2 The agreement identifies accountabilities, responsibilities, reporting protocols, between Stz'uminus First Nation and the Board of Education.

## **2.0 Guiding Principles and Values**

### **2.1 First Nations' Central Role in First Nations Education**

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

### **2.2 Stz'uminus First Nation Students Access to Quality Education**

- c) Stz'uminus First Nation Students must have equitable access to 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) Stz'uminus First Nation student education **requires collaboration and cooperation with a trusting, respectful relationship, building understanding and being innovative** so that all Stz'uminus First Nation students are supported to achieve successful education outcomes.
- e) The Parties have a shared interest and priority in supporting excellence in First Nations education, including supporting First Nation Students to fulfill 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 Stz'uminus First Nations' culture, values, language and traditions, teachings and heritage as approved and determined by Stz'uminus First Nation or its designate.

### **2.4 Parental Engagement**

- g) Parents are an integral part of the educational journey of each Stz'uminus First Nation student and as such, must be included in the planning and decisions regarding their child's education including involvement in the creation and ongoing review of a Personal Education Plan as referenced in 3.1 d.

### **2.5 Stz'uminus First Nation Student Safety**

- h) First Nation 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 Stz'uminus First Nation students.
- j) Open and effective communication (by way of Terms of Reference between Stz'uminus First Nation and the Board of Education) benefits Stz'uminus First Nation student supports, services and success.

## 3. **Shared Responsibilities**

3.1 Consistent with the principles and term of this agreement, Stz'uminus First Nation 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 Stz'uminus First Nation students.
- b) Enhance and affirm a strong **identity, pride in heritage and healthy self-esteem in Stz'uminus** and other First Nation students.
- c) **Actively involve Elders and other Stz'uminus First Nation knowledge keepers** in the education of Stz'uminus First Nation students.
- d) Have a **Personal Life Plan (PLP)** created for each Stz'uminus First Nation student at Stz'uminus First Nation 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 PLE/PEP are measurable, achievable and tied to necessary supports to make certain those goals are met.
- e) **Assess, respect and understand the educational needs of Stz'uminus First 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 Stz'uminus First Nation learners who are involved in the winter longhouse tradition and/or other Stz'uminus First Nation cultural activities that may for

certain periods take them away from attending school. These circumstances shall be reviewed by Stz'uminus 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 Stz'uminus 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 Stz'uminus 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), Stz'uminus 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 Stz'uminus First Nation will jointly address Stz'uminus First 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) That the Board of Education and Stz'uminus First Nation will create a plan to **engage parents** on a regular basis and in an inclusive way.
- m) That each year the Board of Education and Stz'uminus First Nation will **present to the Board of Education and Chief and Council** the progress,

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 Stz'uminus First Nation students:
  - i. From Stz'uminus First 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 and 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 Stz'uminus First Nation culture, languages, traditions, teaching, and heritage.

#### **4 Board of Education Responsibilities**

- 4.1 In accordance with the terms of this Agreement the Board of Education agrees to:
  - a) Ensure that First Nation Students have equitable access to and high levels in educational programs, including Indigenous language instruction;
  - b) Ensure that any learning assessments required are conducted in a timely manner and that early screening of Stz'uminus First 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 Stz'uminus First Nation students identified by the Nominal Roll and to make certain that these workers are duly qualified to provide the necessary supports to enhance and engage Stz'uminus First Nation students with a main objective of meeting their educational goals.
- d) Explore and identify alternate discipline models such as restorative justice for Stz'uminus First Nation students, working together with Stz'uminus First Nation and consistent with the Board of Education 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 Stz'uminus First Nation,
  - 1. Ensure that written notification is provided to Stz'uminus First 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 the Stz'uminus First Nation and after all required consents are obtained.
- f) Inform Stz'uminus First Nation's point of contact identified in Section 11 of Stz'uminus First Nation student absences from school in a timely manner.

## **5 Stz'uminus First Nation Responsibilities**

- 5.1 In accordance with the terms of the Agreement, Stz'uminus First Nation agrees to:

- a) Have Stz'uminus First Nation staff obtain parental/guardian written consent to act on behalf of and represent Stz'uminus First Nation students pursuant to the terms of this agreement;
- b) Promote the active participation and involvement of Parents and other community members of Stz'uminus 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 Stz'uminus 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) Develop students PLP's and work with the 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 Stz'uminus First Nation will form a staff Joint Working Group and will, by separate agreement, establish Terms of Reference for the working group's operation within 20 days of the signing of the Agreement. The Terms of Reference will include the membership of the Joint Working Group, the roles and responsibilities of members, and a meeting schedule.
- 6.2 The overall purpose of the working group will be to coordinate the implementation, monitoring, and progress reporting of this Agreement.

## **7 Tuition Fees**

- 7.1 The tuition fees payable for each School Year shall be paid by Stz'uminus First Nation to the Board of Education based upon the

September 30<sup>th</sup> Nominal Roll figures verified by Stz'uminus First Nation and the Board of Education.

- 7.2 The Board of Education will not charge the Stz'uminus First Nation a greater amount for the Stz'uminus First Nation students attending a school within the school district than the First Nation student rate. Stz'uminus First Nation will not be responsible for paying any amounts for which it does not receive funding from Indigenous Services Canada.
- 7.3 Invoices shall be remitted to Stz'uminus First Nation for the school year for payment in fall, winter and spring of each year which reflects percentage of billing of the year. The Board of Education will reconcile funds at the end of each year upon receipt of the verified nominal roll.
- 7.4 In the event of a school closure due to a labour dispute, the tuition fees will be equitably adjusted by the agreement of the Parties and returned to Stz'uminus First Nation for the benefit of Stz'uminus First Nation students in the same manner as occurs with the Ministry of Education.
- 7.5 Each school year, the Board of Education will provide the greater of \$4,000 or \$750 for each Stz'uminus First Nation student who attended school for less than half of the school days in the previous school years into a fund to be jointly managed by the Board of Education and the Stz'uminus First Nation for the purposes set out in Section 3.1k.
- 7.6 Stz'uminus First Nation and the Board of Education agree additional services or programs not contemplated by this Agreement may be provided by the Board of Education if Stz'uminus First Nation and Board of Education agree to the terms and the costs for such services or programs.

## **8 Termination and Default**

- 8.1 We recognize that Stz'uminus First Nation will make every 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 Stz'uminus First Nation to seek understanding and information regarding delayed payment. They will work with Stz'uminus First Nation to make a reasonable adjustment to the payment plan.
- 8.2 Either Stz'uminus First 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.
- 8.3 Any default of ninety calendar days or longer by Stz'uminus First Nation in making a payment required under this agreement may result in termination of this Agreement. The Board of Education will provide thirty (30) days advance written notice to Stz'uminus First Nation of such termination, during which time, if Stz'uminus First Nation pays all outstanding amounts, the termination will be cancelled as of the date of the payment.
- 8.4 Any outstanding payment required under this agreement will be paid with ten (10) working days of termination of this agreement.
- 8.5 Once this Agreement has been terminated, obligations of Stz'uminus First Nation and the Board of Education to each other, other than outstanding payments, will cease, subject only to federal and provincial legislation and regulations.

## **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 Stz'uminus First Nation 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 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.
- 9.5 The parties agree to participate in mediation in good faith to attempt to resolve the dispute between them.

- 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 31<sup>st</sup>.
- 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 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:

Stz'uminus First Nation Education  
12611-A Trans Canada Hwy  
Ladysmith, B.C.  
V9G 1M5  
Email: [josie.louie@stzuminus.com](mailto: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](mailto:rgray@sd79.bc.ca)  
Attention: Superintendent of Schools

## 12 General

- 12.1 The Board of Education and Stz'uminus First Nation each reserve the right to delegate the implementation 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 upon Stz'uminus First Nation and the Board of Education and their respective successors and assigns.

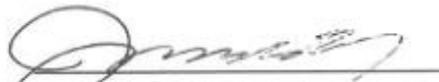
**IN WITNESS WHEREOF** Stz'uminus First Nation and the Board of Education have caused this Agreement to be executed by their duly authorized representative and signatories as of July 1, 2020

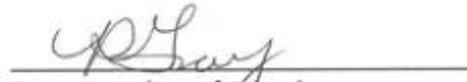
**STZ'UMINUS FIRST NATION:**

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

  
Chief  
Stz'uminus First Nation

  
Chairperson  
School District No. 79

  
Director of Administration  
Stz'uminus First Nation

  
Superintendent of Schools  
School District No. 79