

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")

(collectively called the "Parties")

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 delivery of education services to Nation students attending BC Schools, as they are an important mechanism for building relationships between Nation communities and boards of education and schools to support improved Nation student outcomes;

WHEREAS The Parties recognize that the signing of this LEA is aligned with the Province of British Columbia's commitment to "take all measures necessary to ensure the laws of British Columbia are consistent with the *United Nations Declaration on the Rights of Indigenous People* (the "UN Declaration") and the Truth and Reconciliation Commission (TRC) *Calls to Action* for reconciliation. Particularly, the Parties acknowledge the importance of children in these documents. In addition, the Parties agree that this approach intends to follow British Columbia's *Draft Principles that Guide the Province of British Columbia's Relationship with Indigenous Peoples*;

WHEREAS The Board has the authority, under section 86 (3) of the *School Act*, to enter into agreements with a Council of a Band as defined in the federal *Indian Act*, RSC, c. I-5, or the council of an Indian band established by another Act of the government of Canada, with respect to the education of Nations Students;

WHEREAS The Nation, pursuant to its inherent jurisdiction over educational matters, has the authority and responsibility for the education of Nation Students and desires to ensure its students all have access to, and receive, quality education that is respectful and reflective of their unique culture and history and this culture and history be taught to all students;

WHEREAS The Parties agree that the principals, teachers and other staff in BC Public Schools have a central and important role to play in the provision of quality education programs and services and in the implementation and effectiveness of a LEA;

AND WHEREAS The Parties wish to enter into this Agreement to set out the terms and conditions regarding the purchase of education services by the Nation from the Board for the Nation's Students.

THEREFORE, the Parties agree as follows:

1. PURPOSE

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

- a. Confirm the mutual commitment of the Parties, and acknowledge the important role of Schools, to build a positive, effective, collaborative and constructive relationship to ensure the Nation's Students' positive educational outcomes and achieve high levels of Nation Student success, graduation and transition to post-secondary education and training, or employment;
- b. Set out the roles and responsibilities of the Parties and School(s) to meet the purposes and objectives of this Agreement; and
- c. Serve as a core shared accountability mechanism for both the Nation and the Board regarding the education of the Nations Students and the Board.

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 own languages, in a manner appropriate to their cultural methods of teaching and learning.
- b. Nations in British Columbia have control of, and decision-making responsibility for, Nation's education.
- c. Nations have a central role in the education of their students, regardless of where they attend school.
- d. Board policies and the learning environment will be respectful and will promote a greater understanding among staff and students of the local Nation's history, language, territory, and contemporary matters.

2.2. Nation Students Access to Quality Education

- a. ensure that they are confident in their self-identity, their families, their communities and traditional values, languages and cultures;
- b. give them the skills they need to succeed in contemporary society, including 21st century technological skills; and
- c. Inform and support them in order to access any opportunities they choose for higher learning,

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 contribute to reconciliation in education.
- b. The Parties have a shared interest and priority in supporting excellence in Nation education, including supporting 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.
- c. Strong, effective and inclusive educational systems provide a fundamental opportunity for building relationships and advancing reconciliation between the Crown and Nations, as expressed in the TRC's Calls to Action, the UN Declaration and the Declaration of the Rights of Indigenous Peoples (DRIPA).
- d. Quality Nation education includes standards, programs, services, school supports and investments that provide appropriate tools and resources for Nation Students to ensure they have the skills and qualifications to succeed after graduation while addressing their unique needs.
- e. Curriculum, materials and resources will meaningfully reflect the Nations' culture, values, language and traditions, as approved and determined by the Nation or its designate.
- f. LEAs are an important mechanism to facilitate relationship-building, from negotiation through to ongoing implementation.
- g. The standards set by the United Nations Declaration on the Rights of Indigenous Peoples apply to Nation's education and particularly on indigenous children.
- h. British Columbia has passed the Declaration of the Rights of Indigenous Peoples which puts a legal obligation on the province to comply with the elements of the United Nations Declaration on the Rights of Indigenous people.
- i. The Truth and Reconciliation Commission's Calls to Action set out a framework for reconciliation, including with regard to Nation's education, that must inform the relationships and collaboration between Nations, the Province and boards of education.

2.4. Parental Support

- a. Parents have the right to make an educated opinion on where their children will be enrolled to receive the benefit of an education program.
- b. Parents will receive regular and ongoing support and information about their Childs progress in a safe way, being aware and understanding of multi-generational trauma.

2.5. Nation Student Safety

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.

2.6. Shared Accountability and Data-Sharing

a. LEAs are more than a mere financial transaction and serve as a core shared accountability mechanism for both Nations and boards of education regarding Nation's education in the BC Public Schools.

b. Timely and relevant data is required to inform decision-making to support Nation Students.

c. This agreement will be reviewed by both parties on a regular basis for updates as needed.

3. RESPONSIBILITIES & COMMITMENTS

3.1. The Board agrees to:

a. Ensure that Nation Students have equitable access to educational programs, including Indigenous language instruction in coordination with the Nation, in the School District, and to continue to strive towards high levels of Nation Student success in educational programs;

b. Provide educational resource materials that promote an understanding of and appreciation for the history, language and culture of Nations people in British Columbia, including required curriculum on the residential school experience and ensuring mental health supports are provided for all students when these topics are addressed;

c. Promote the offering of, and enrollment in, English First Peoples 10, 11 and 12 and BC First Peoples 12 and Contemporary Indigenous Studies 12, or any successor courses for all students;

d. In collaboration with the Nation, promote the offering of and enrollment in Indigenous Language courses in line with the Minister's mandate to develop new Nations history curriculum, develop full-course offerings in Indigenous languages and to implement the educational Calls to Action from the Truth and Reconciliation Commission, which includes taking the necessary steps for program development, teacher training, professional development, and appropriate consultation with the Nation and Indigenous language learning educators and experts, and provide an annual report of the progress of this mandate;

e. Promote and support effective professional development for school staff focused on Nation's history, language and culture including collaborating with the Nation to have one workshop per year that is indigenous focused;

f. Ensure Schools support Nation Students to participate in extracurricular and sports activities;

g. Ensure teachers provide information to Parents regarding their child's educational program, and make every effort to ensure the Parents understand the meaning of this information (e.g., course selection process, reporting periods, report cards, as required by the School Act);

- h. Communicate details of this Agreement, including its purpose, objectives and principles, with school 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 best meets the educational needs for that Nation Student;
- n. Promote and support Nation cultural activities, including Indigenous People's Day activities, in Schools within the School District; and
- o. Collaborate with the Nation on how to effectively use the Targeted Indigenous Education Funding, including any surpluses, to support Nation Student needs and improved learning outcomes.

3.2. The Nation agrees to:

- a. Promote the active participation and involvement of Parents and other community members of the Nation in the education of their children, including any available processes or forums in the School District (such as parent clubs and other committee processes) and School District or School activities;
- b. In coordination with the Board, educate Parents about the implications of providing consent to share information and their ability to appoint a representative to act on their behalf;
- c. Provide support for Parents and family to increase student attendance and participation;
- d. Encourage and support Nation Students to participate in extracurricular and sports activities;
- e. Subject to receiving Tuition Funding from Indigenous Services, pay the Board the Tuition Fees received from the federal government as agreed to and set out in this Agreement;
- f. Provide space and opportunity on Nation lands for Parents, teachers, and/or students to meet in a way that acknowledges the historic trauma of residential schools. This can be used for opportunities such as but not limited to, Parent/teacher meetings, Report Card Review, student transitions, and professional development; and

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 Board will provide direction to the superintendent, principals, teachers, and other school staff as needed to fulfil that commitment.

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

4. EDUCATIONAL RESOURCES

4.1. The Parties agree to, individually, together, and with Schools, make best efforts to:

a. Introduce more culturally relevant educational resources and activities in ALL subject areas for ALL students, such as through Board/Authority Authorized courses, and for events, ceremonies, and programming that takes place at a School; and

b. Offer English First Peoples 10, 11 and 12, BC First Peoples 12 and Contemporary Indigenous Studies 12 and residential school's curriculum;

4.2. The Parties will, with the Nation providing leadership and direction, work together to:

a. Integrate First Peoples Principles of Learning, authentic Indigenous resources, diverse learning experiences for all students, including land based educational and traditional ecological knowledge.

b. address the history of the Indian residential school system through the development and implementation of curriculum, materials and resources, and through professional development opportunities, in a sensitive and appropriate manner (see §3.1(b) above).

4.3. The Parties will work in partnership to develop and implement Nation language programs.

4.4. With regard to intellectual property rights, the Parties acknowledge article 31 of UN Declaration:

a. Indigenous peoples have the right to maintain, control, protect and develop their cultural heritage, traditional knowledge and traditional cultural expressions, as well as the manifestations of their sciences, technologies and cultures, including human and genetic resources, seeds, medicines, knowledge of the properties of fauna and flora, oral traditions, literatures, designs, sports and traditional games and visual and performing arts. They also have the right to maintain, control, protect and develop their intellectual property over such cultural heritage, traditional knowledge, and traditional cultural expressions. In conjunction with indigenous peoples, States shall take effective measures to recognize and protect the exercise of these rights.

4.5. Consistent with article 31 of UN Declaration, the Parties agree that:

a. the Nation retains any intellectual property and copyrights of any curriculum content developed in collaboration or cooperation with them regarding their Nations languages, cultural heritage, traditional knowledge and traditional cultural expressions;

b. the use of such information is intended to be for instructional purposes only at a local level and for the school district's staff's professional development purposes; and

c. any other proposed or intended use requires written consent from the Nation.

5. EDUCATION PROGRESS

5.1. The Board and the Nation will support all the Nation's students in their educational journey to develop the skills, knowledge, and aptitudes to achieve the Dogwood Diploma.

5.2. For greater clarity, the Board will ensure the intentional or unintentional streaming or marginalization of Nation Students is not tolerated and that each and every capable Nation Student is placed in an educational program that leads to graduation with a Dogwood Diploma and a full range of opportunities, such as training, post-secondary education and employment. This will be ensured with regular meetings as outlined in section 18 below.

5.3. The Board and the Nation will ensure Nation Students and their Parents are provided with information about the implications of a Dogwood Diploma, as compared with the Adult Dogwood Diploma and other school leaving certificates, to support informed decision-making by those Nation Students and Parents.

5.4. The Board and Nation will coordinate to ensure every student has a Personal Life Plan (PLP) that begins in kindergarten and is updated annually.

5.5. The Board, in direct collaboration with the Nation, will ensure there is appropriate and timely (i.e., early) counselling support for career and post-secondary education planning available to Nation Students and that Nation Students are educated on these available supports.

6. RECOGNITION AND ASSESSMENT OF NATION STUDENTS K-12 REQUIRING ADDITIONAL SUPPORTS AND SERVICES

6.1. The Malahat Nation and the Cowichan Valley School District commit to collaborating to improve and enhance Inclusive Education Services for Malahat students. Working together, the Nation and the School District will make every effort to achieve the timelines outlined in Appendix B.

School Support Teams work closely with families to determine supports and services for learners. We rely on the information that is shared with school teams from other medical professionals (Reports/Assessments /Information) along with family information to determine the level of need for students. Early Intervention is critical to this success and open communication between school and families and their support teams is essential. Both parties acknowledge the challenges faced when accessing Intervention Services with in the Province of British Columbia and will collectively advocate for families.

6.2. The Board will ensure School(s) communicate and collaborate with the Nation and Parents to ensure appropriate and transparent ongoing informal assessments of Nation Students to identify those who may require more formal special education assessment.

6.3. In particular, the Board and the Nation will jointly review and determine the criteria and processes used for the identification of kindergarten Nation Students who may require assessment and additional supports or services, recognizing that early identification is necessary to promote student success, and, for a Nation Student

who is identified as having a special need before entering a School, the Nation Student's assessment and programming information will be requested immediately upon enrollment to permit appropriate and effective planning and implementation of relevant interventions.

6.4. In cases where a Nation Student is identified as likely having diverse abilities or a possible disability upon enrolment in kindergarten, or when transferring into a School at a later grade level, or when a Nation Student has an obvious disability that has not been previously assessed, the Board will ensure there is a timely intervention as described in Appendix B.

6.5. In cases where a Nation student has undergone an advanced assessment, such as a psychoeducational assessment, the results of the assessment and the plan to provide additional supports and services will be discussed with the Nation [if so designated by the Parent].

6.6. In cases where a Nation student has undergone an advanced assessment that determines an intellectual disability or diverse abilities the student, in coordination between the Nation and School, will receive supports and services to achieve post-graduation success, regardless of being on the Dogwood or Evergreen graduation pathway.

7. SPECIAL EDUCATION ASSESSMENT AND PLACEMENT

7.1. The Parties agree that special education assessment and placement of, or timetable changes or new timetables for, Nation Students will follow the School District referral process, and the Ministry of Education, Special Education Services: A Manual of Policies, Procedures and Guidelines, as amended from time to time.

a. Parties will collaborate to create a process that is more culturally appropriate.

7.2. For greater clarity:

a. Prior to the placement of a Nation Student in a special education program, an psychoeducational assessment must be completed, with parental consent, that identifies the Nation Student as requiring supports and services;

b. Prior to diversion of a Nation's Student from the Dogwood path, a psychoeducational assessment must be completed, with the consent of a parent, and must identify the Nation Student as having an intellectual disability;

c. In the event a student is found to have an intellectual disability or diverse abilities, a plan for the student will be created establishing whether they will continue on the Dogwood path or to enter a new career development path which can support and lead into future employment;

d. The results of the assessment must be provided to and discussed with the Parent of that Nation Student, and with the parent's consent, with the the school-based team, and Nation support staff as may be designated by the Nation Student's Parent; and

e. In discussing these results with the Parent, it is essential that the parent be fully educated as to the implications of this decision.

8. SPECIAL EDUCATION PROGRAMMING

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;
- e. A written report stating the reason for placement of the Nation Student, and the educational 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;
- f. In cases where the Parent appoints a delegate, the Parent and the delegate will receive a copy of the IEP; and
- g. In the event that the Parent declines to be involved in the IEP process and does not choose to appoint a delegate, the Board will ensure that the BC Public School will make every effort to ensure that the Nation Student's needs are fully met and will facilitate communication between the Student and the Nation.

8.2. In developing an IEP, standards for students with diverse abilities or disabilities will be developed with high and appropriate expectations for achievement, and Nation Students with IEPs will be expected to graduate with skills and abilities allowing them to continue on to postsecondary education or employment.

8.3. The Board will ensure the School(s) work with Parents and, with their consent, the Nation, to:

- a. collaboratively identify any adaptations made to a Nation Student's educational program;
- b. ensure that any Modifications are made to a Nation Student's educational program only when necessary and only when Adaptations have been tried and have proven insufficient to meet the Nation Student's needs, and only with the Informed Consent in writing of the Nation Student's Parent, or their designate; and
- c. if a Nation Student has been put on a non-Diploma Evergreen Certificate path, ensure that the Nation Student's program: is documented in an IEP; wherever possible, aligns as closely as possible with a graduation diploma program; and supports the acquisition of professional certifications and essential life skills (such as budgeting and pre-employment skills).

8.4. When requested, the Parent and, where appropriate and feasible, Nation Students will have every

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.

8.5. The Board will ensure School(s) offer each Nation Student who has diverse abilities or disabilities opportunities for career development (such as work experience or professional certifications) in accordance with the student's IEP and provide notice to the relevant Malahat representatives of those opportunities.

8.6. Nation Student progress reports on their educational achievement in a special education program or on an Evergreen Certificate path must be provided to the Parent and Nation support staff as designated by the Nation Student's Parent, according to the same student progress reporting schedule as followed by the School and, in any event, not less than at the end of each term during the placement.

8.7. The Parties will ensure that Parents are advised:

a. of their right to request a change to the placement of a Nation Student in a special education program or on an Evergreen Certificate path;

b. that if the Parent wishes to request a change in a placement decision, they may file such a request in accordance with applicable Board bylaws, policies and/or procedures; and

c. where the Parent files a request, the Parent may request, and receive, support in the process from the Nation.

8.8. The Parties agree that IEPs are not intended to be static and will be reviewed and revisited at least bi-annually in collaboration with the Nation Student and his or her Parent, and the IEP will be either:

a. Updated;

b. Revised; or

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 education plans for Nation Students with special needs will be recognized and used as part of the planning process when those Nation Students transition between Nations Schools and Schools.

9. VULNERABLE STUDENT PLACEMENT

9.1. The Board will ensure that School(s) work with Parents and the Nation to identify Vulnerable Students and, where identification of a Nation Student as a Vulnerable Student is supported by evidence and demonstrated need, that an Individual Learning Plan (ILP) will be created with parental consent and involvement, and regularly reviewed, for that Nation Student.

10. CHILDREN IN CARE

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.

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 to the Nation a copy of all correspondence related to the discipline of a Nation Student by the School administrator.

11.3. The Board will direct Schools to take a team approach with Nation Education representatives when dealing with general disciplinary issues involving Nation Students. These will include at the bare minimum the offering of mental health supports for the student(s) involved and immediate notice to the Parents and, with their consent, the Nation, when discipline has occurred.

11.4. When dealing with escalating disciplinary action, the board will reach out to the Nation's Education department, with permission from the parent, to work together to ensure any disciplinary action is supportive of the student's success.

12. STUDENT SAFETY

12.1. The Board will share with the Nation relevant policies, schools' code of conduct, and other appropriate measures to create a safe learning environment, including safety from racism (including students, student's families, and staff), discrimination, indifference, bias, marginalization, bullying and stereotyping for all students attending the School(s). Upon request by either party, the Parties will meet to work to revise these policies in the best interests of Nation children.

12.2. Programming will be offered to all children to avoid marginalization and separation based on race. Indigenous programming will be offered as a part of the standard curriculum for all students and Nation Students will be fully included in the broader curriculum rather than separated.

13. CULTURAL AWARENESS & HIRING IN THE SCHOOL DISTRICT

13.1. The Board, in cooperation with the Nation, agrees to promote a greater awareness and inclusion of and

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 enhancing Nations Students outcomes commencing on the year this document is signed. This will be structured after consultation and cooperation with the Nation.

13.3. The Board will ensure that the Nation has an opportunity to be meaningfully involved in the School District's recruitment and hiring process for personnel, and in particular those positions that have a significant impact on the Nation Students, including, Nations Support Workers, Indigenous District Principals, Indigenous Education Coordinators, classroom teachers, principals and vice-principals.

14. TRANSPORTATION

14.1. In order to access Nations Transportation Fund, the Parties will identify Nations Students' transportation needs and jointly develop and submit annually to the tripartite Nation Student Transportation Committee, a Joint Nation Student Transportation Plan setting out how the Parties will ensure Nation Students have reliable and safe transportation services to the relevant School, including contingency measures for unexpected circumstances.

14.2. The Board agrees that, once transportation services are implemented pursuant to an approved Joint Nation Student Transportation Plan with the Nation, the Board will not make changes to those services without written agreement of the Nation.

14.3. As per Schedule G of BCTEA, in the event that the Parties determine they need to revise their Joint Nation Student Transportation Plan, and that the revisions require further funding, they may submit a revised plan to tripartite Nations Student Transportation Committee.

14.4. Where the Parties make amendments to their Joint Nation Student Transportation Plan, or agree to changes in transportation services, they will ensure that Parents receive notice within a reasonable time in order to respond to any such changes.

14.5. The Board agrees that Nation Students will not be penalized and will be supported in the event of absences or late arrivals due to transportation challenges. The Board and Nation will collaborate to determine the reason for the student's challenges and find a solution to prevent reoccurrence.

15. REPORTING

15.1. Periodic reports: The Board will provide to the Nation three times each year:

- a. Attendance rates and updates
- b. a summary of the number of Nation Students with IEPs placed in Modified or Adapted programs;
- c. the number of Early School Leavers and information on supports implemented to prevent early leaving;

15.2. Annual Report: The Nation's Education lead and the School District Principal of Indigenous Education will present a report to Chief and Council & the Board of Education which provides the following:

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;

d. measures of success of Nation Students through aggregate results for achievement including but not limited to the following:

(1) attendance rates;

(2) percentage of students who are on track or extending for reading, writing and numeracy in grades 4 and 7 in the Foundations Skills Assessment;

(3) participation rates for the Foundations Skills Assessments;

(4) grade to grade transition rates;

(5) student retention rates;

(6) graduation and six-year graduation rates distinguishing between Dogwood and Evergreen graduates;

(7) number of Nation Students eligible to move on to post-secondary education

(8) number of students identified having diverse abilities or disabilities

(9) proportion of students awarded a BC School Completion Certificate;

(10) Six-year completion (graduation) rate for students in an Alternate program;

(11) grades 10 to 12 math course participation rates,

(12) data related to assessments required for graduation purposes and other supports for successful transition to post-secondary education;

(13) participation of extracurricular activities

(14) number of Nations' Kindergarten students requiring extra supports

(15) courses and or programs offered that focus on Indigenous knowledge and cultures including professional development.

15.3. The Board and Nation will share two Nominal Roll student counts (September 30 & February 28) with the Ministry each School Year.

15.4. The Board will share with the Nation its annual report to the Ministry on the spending of all Nation Student Transportation Funding received and the amount of funding spent, which information should be clearly stated in the Board's audited financial statements for their verification;

15.5. Subject to the Freedom of Information and Protection of Privacy Act, upon request, the Board will provide Nation community-specific student data to the Nation to help inform them about their Students' progress, and to inform discussions between the Nation and the Board on supporting those Students.

16. COMMUNICATION

16.1. The Parties recognize the need for excellent communication and will establish agreed upon means for the successful and effective implementation of this Agreement, which may include, but not be limited to, regular meetings and contact through newsletters and other correspondence, as appropriate.

16.2. All notices and inquiries to the Nation from the District Schools should be sent to the official Nation education representative and Chief and Council so long as relevant parental consent has been acquired.

16.3. The Parties recognize the need for effective and ongoing communication with Parents in the support of their child's successful education experience, and the Parties will advise Parents of opportunities for input and involvement in their child's education, such as course selection dates, reporting periods, parent-teacher interviews, application deadlines and procedures for post-secondary education, etc.

16.4. The Parties will encourage functions and meetings, such as parent-teacher interviews, to be held in the community.

16.5. The LEA Working Group will meet once a month during the school year.

16.6. The Parties agree to establish an annual graduation ceremony including children graduating from preschool/daycare to Kindergarten, 7th to 8th grade and 12th grade.

17. TUITION PAYMENT

17.1. For eligible Nation Students on the Nominal Roll attending Schools operated by the Board on September 30th, and for whom the Nation has received Tuition Funding from Indigenous Services Canada, the Nation will pay to the Board the Tuition Fees amount in accordance with this Agreement.

17.2. The Board will not charge the Nation a greater amount for the Nation Students attending a School within the School District than the Nation Student Rate.

17.3. For greater certainty, the Parties agree that the Nation is responsible only for Tuition Funding received from

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 according to the following schedule and based upon the September 30th Nominal Roll figures:

- a. 25% based on the previous year's eligible Tuition Fees and Nominal Roll on or before September 30;
- b. 25% based on the previous year's eligible Tuition Fees and Nominal Roll on or before December 15.
- c. 25% of the current year's eligible Tuition Fees less (or, in addition to) the difference between the previous and current year's eligible Tuition Fees on or before March 31;
- d. 25% based on the current year's eligible Tuition Fees and Nominal Roll on or before June 15.

17.6. 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 the Nation for the benefit of the Nation's students in the same manner as occurs with the Ministry of Education.

17.7. The Parties agree that Tuition Fees under this Agreement will be paid in installments as set out in section 17.5 herein with the following exceptions:

17.8. Withdrawals/Transfers:

- 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 BC Independent School during the month ending one month before the payment due date, in which case, any further Tuition Fees for that Nation Student will be held by the Nation to be used for Tuition Fees to the Nation School or BC Independent School that the Nation Student has transferred to, or to support the continued education of the Nation Student in support of their potential reentry into the public system, Nation School or BC Independent School in the future.

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 Services' late provision of funding.

18. IMPLEMENTATION, MONITORING, REVIEW

18.1. LEA OVERSIGHT TEAM: The Parties hereby establish a joint LEA Oversight Team responsible for ensuring the LEA serves its stated purpose with representation as follows:

- a. Malahat Nation Chief and Council
- b. Malahat Nation designated representatives
- c. Board designated representatives
- 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.

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

18.4. LEA Working Group: The Parties hereby establish a joint LEA working group responsible for implementing this agreement and reporting the progress of this implementation to the Oversight Team.

18.5. The LEA Working Group will include Nation representatives, Board representatives, and representatives of the various schools.

18.6. The Parties agree to jointly develop terms of reference for the LEA Working Group within 20 working school days of the signing of this Agreement, which will become a Schedule to this Agreement, and which will include:

- a. the roles and responsibilities of the LEA Working Group
- b. a requirement that the LEA working group develop and finalize an LEA implementation plan for approval by the LEA Oversight Team within a specified timeframe and which, upon approval, will be appended to this Agreement;
- c. A requirement that the LEA Working Group meet regularly and upon formal request by either party to this agreement.

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 §15.

19. DISPUTE RESOLUTION

19.1. If there is a dispute between the Parties with respect to any matter arising from this Agreement or relating to the interpretation and application of this Agreement, the Parties agree to use their best efforts to resolve such disputes in a reasonable and timely manner and in good faith.

19.2. In the event that the dispute is still unresolved after the efforts described in §19.1, the parties agree that the following dispute resolution process will be used:

a. 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 includes details of the dispute at issue.

b. Within five (5) business days of the notice described in 19.2(b) being provided, or such further period agreed to by the parties in writing, representatives of each party with decision-making authority regarding the dispute will attempt to meet a final time to resolve the dispute.

c. If, within ten (10) business days after the meeting described in §18.2(b) has occurred or if either party refuses to participate, either party may refer the dispute to mediation by providing written notice to the other party of such referral.

d. 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 described in §18.2(c) the parties agree to apply to the Mediate BC Society or such other organization or person agreed to by the parties in writing, which will appoint a mediator while taking into account:

(1) The need for the mediator to be neutral and independent,

(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 mediator.

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

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

g. Unless resolved through mediation, all disputes arising out of or in connection with this agreement, or in respect of any legal relationship 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.

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

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

20. TERM & AMENDMENT

20.1 The term of this agreement will be five years, beginning July 1, 2022 and ending June 30 2027 notwithstanding clause 20.3 below.

20.2. Each Party may suggest improvements and amendments to this Agreement and both Parties agree to discuss such suggestions in good faith and come to a resolution as to the implementation of the suggested amendments.

20.3. Either the Nation or the Board 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.

21. NOTICES

21.1. Any notice, claim, consent, waiver, statement, or other documents or payment that either party may require or may desire to give, may be transmitted by mail, fax or personal delivery and will be conclusively deemed validly given or delivered or received by the addressee, if delivered personally on the date of delivery or, if mailed on the fifth business day after the mailing of the same in Canada by registered mail addressed or, if faxed with accompanying confirmation of completed transmission:

If to the Nation:

MALAHAT NATION
110 Thunder Road
Mill Bay BC
V0R 2P4
[SD79comms@malahatnation]

If to the Board:

The Secretary-Treasurer
Cowichan Valley School District 79
2557 Beverly Street
Duncan BC
V9L 2X3

22. GENERAL

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.

22.3. This Agreement supersedes any and all previous local education agreements between the Parties.

22.4. The Parties acknowledge that:

a. nothing in this Agreement, or in the negotiation of this Agreement, or in any prior document leading to this Agreement, in any way defines or amends, recognizes, affirms, or denies the existence of, or in any way limits Aboriginal/Indigenous or treaty rights of the Nation; and

b. this Agreement is without prejudice to the rights of the Parties and the Nation with respect to such matters.

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 Dogwood” 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.

“Attendance Protocol” means an attendance procedure carried out at the schools in the District, which outlines the recording of attendance of students and the approach to excused and unexcused absences with the overall purpose of encouraging strong attendance necessary for success in schools.

“BC Public School” or “BC Public School(s)” means all public schools in British Columbia providing kindergarten to grade 12 education, but does not include BC Independent Schools or Nation Schools.

“Board/Authority Authorized Courses” are courses offered by BC Public Schools to respond to the local needs of the schools and their communities while providing choice and flexibility for students, according to requirements set by the Ministry of Education.

“Child in Care” means a Nation child for whom the Director of Child Welfare is the sole guardian, and the Public Guardian and Trustee manages the child's estate.

“Dogwood Certificate or Diploma” means the British Columbia Certificate of Graduation that is awarded by the Minister to a student upon successful completion of the provincial graduation requirements, as set out in the provincial Graduation Program and, for greater clarity, does not include an Adult Dogwood.

“Early Leaver Prevention Plan” means a plan of student supports, services or accommodations developed and

implemented, where parental consent has been provided, in a manner consistent with the Attendance Protocol and with the purpose of re-engaging the Nation Student and re-establishing strong attendance. The Plan applies 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 learning that is not recognized in a Certificate of Graduation (Dogwood Diploma). It is used to recognize the accomplishments of students with special needs and an Individual Education Plan, who have met the goals of their education program, other than graduation (and not all students with special needs should be in an Evergreen Certificate Program.) The Evergreen Certificate is not a graduation credential; students who receive an Evergreen have not graduated. The Evergreen represents the completion of personal learning goals but does not represent graduation.

“Nation Student Rate” means the education costs for a Nation Student attending a BC Public School in a school district, as calculated annually by the Ministry in consultation with FNEC and Canada (formerly the “Nations Billing Rate”).

“Nation Student” means a student who is ordinarily resident on a reserve of the Nation in British Columbia and is eligible to be on the Nominal Roll.

“Nation Transportation Fund” means the Nation Student Transportation Fund established by Canada, British Columbia and FNEC to fund the transportation of Nation Students to BC Public Schools, commencing in the 2019/20 School Year.

“Indigenous Services, IS, ISC or DISC” means the federal department of Indigenous Services.

“Individual Education Plan (IEP)” means a documented plan developed for a student that describes individualized goals, Adaptations, Modifications, and the services to be provided, and includes measures for tracking achievement, as required by the provincial Individual Education Plan Order M638/95 and addressed in the Ministry of Education *Special Education Services: A Manual of Policies, Procedures and Guidelines (March 2011)*, as may be amended from time to time.

“Individual Learning Plan (ILP)” is an education plan developed by the School-Based Team for a student who does *not* meet the criteria for an IEP but is considered to be a Vulnerable Student.

“Informed Consent” refers to the provision of approval or assent, particularly and especially after thoughtful consideration, and after receiving all relevant information that is not unreasonably withheld. In the context of assessment and placement and education referrals, Informed Consent requires that the Parent/Guardian be informed of:

- 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).

“Modifications” means instructional and assessment-related decisions made to accommodate a student's educational needs that consist of individualized learning goals and outcomes which are different than learning outcomes of a course or subject. Modifications should be considered for those students whose special needs are such that they are unable to access the curriculum (i.e., students with limited awareness of their surroundings, students with fragile mental/physical health, students medically and cognitively/multiply challenged.)

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

“Operating Grants Manual” means the provincial manual, as amended from time to time, that sets out the provincial funding formula that comprises a student basic allocation plus supplementary grants to determine school district allocations.

“Ordinarily resident on-reserve” means that the student usually lives at a civic address on reserve, is a child in joint custody who lives on reserve most of the time, or is staying on reserve and has no usual home elsewhere. Students continue to be considered ordinarily resident on reserve if they return to live on reserve with their parents, guardians or maintainers during the year, even if they live elsewhere while attending school or working at a summer job. (In this context, reserves are deemed to include all land set aside by the federal government for the use and occupancy of an Indian band, along with all other Crown lands which are recognized by Canada as settlement lands of the Indian band of which the student is a resident.

“Parent” means, in respect of a student:

- a. the guardian of the person of the student;
- b. the person legally entitled to custody of the student;
- c. The parent's delegated representative; or
- d. the person who usually has the care and control of the student.

“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 eventual career plan.

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

“School Act” means the British Columbia *School Act*, RSBC 1996, Chapter 412.

“School District” or **“District”** means the area constituted under the *School Act* as School District # ____.

“School Year” means the period beginning on July 1 and ending on June 30 the following year.

“Targeted Indigenous Education Funding” means the funding provided to the School District by the Ministry of Education targeted for school age students of Indigenous ancestry participating in Indigenous Education Programs and Services offered by public schools, which must be spent on the provision of these programs and services.

“Tuition Fees” means the Tuition Funding per student received from Indigenous Services by the Nation, which the Nation pays to the Board for the purchase of education services, including any mandatory School Fees, for students in the School District at the rate set out by the Ministry of Education in its fiscal framework for a given School Year.

“Tuition Funding” means the Tuition Funding received by the Nation from Indigenous Services Canada for the education of Nation Students in the School District who are on the Nominal Roll, which is invoiced for by the Board as per the Nation Student Rates established by the Ministry annually and as determined by the snapshot date of September 30th.

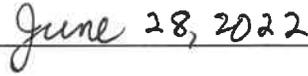
“Vulnerable Student” means a student who has been identified as finding learning more challenging based on the following factors: not meeting learning outcomes, significant absence from school, not transitioning to the next grade, failing courses, behavior issues, under suspension, not at grade level and/or is a child in care.

Signed on behalf of:

The Board



Board Chair, Candace Spilsbury



Date



Secretary-Treasurer, Jason Sandquist



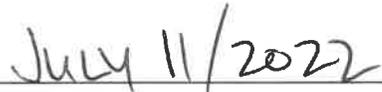
Date

Signed on behalf of:

The Nation



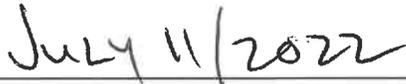
Chief, George Harry



Date



Councilor



Date