

Local Education Agreement

Between the

Halalt First Nation

And

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

July 1, 2020 – June 30, 2025

Introduction

The negotiation and adoption of this Local Education Agreement (LEA) provides a significant opportunity for Halalt First Nation Elected Council and School District 79 Cowichan Board of Education to focus attention on improving educational outcomes for Halalt 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 students. 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* 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
HALALT FIRST NATION ELECTED COUNCIL AND
SCHOOL DISTRICT 79 COWICHAN VALLEY

THIS AGREEMENT made and entered into this 21st day of June, 2021
shall be effective from the 1st day of July 2020.

BETWEEN:

THE Halalt First Nation Elected Council
(hereinafter called Halalt First Nation Elected Council)

AND:

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

WHEREAS the Halalt First Nation Elected Council, as the governing body of Halalt First Nation, has the authority and responsibility for the education of its members.

AND WHEREAS Halalt 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 Halalt 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 Halalt First Nation Elected Council and the Board of Education intend to work together to provide education programs and additional educational service for Halalt First Nation students who reside within the boundaries of School District No. 79 (Cowichan Valley).

AND WHEREAS Halalt First Nation Elected Council desires that these services will be respectful and reflective of Halalt First Nation culture and linguistic heritage with emphasis on satisfaction and pride for Halalt First Nation Elected Council 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 Halalt First Nation Elected Council from the Board of Education for Halalt First Nation students.

1.0 Purpose

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

2.0 Guiding Principles and Values

2.1 First Nations' Central Role in First Nations Education

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

2.2 Halalt First Nation Students Access to Quality Education

- c) Halalt First Nation Students must have 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) Halalt First Nation student education **requires collaboration and cooperation with a trusting, respectful relationship, building understanding and being innovative** so that all Halalt 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 Halalt 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 Halalt First Nations' culture, values, language and traditions, teachings and heritage as approved and determined by Halalt First Nation Elected Council or its designate.

2.4 Parental Engagement

- g) Parents are an integral part of the educational journey of each Halalt First Nation student and as such, must be included in the planning and decisions regarding their child's education. Out-reach to parents must be sensitive to the multi-generational trauma caused by the residential school system and to the on-going harmful impacts of colonialism.

2.5 First Nation Student Safety

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

3. Shared Responsibilities

- 3.1 Consistent with the principles and term of this agreement, Halalt First Nation Elected Council and the Board of Education will continue to work together to:
 - a. Support and provide for the development of policies, programs, services, curriculum, resources and other educational opportunities that promote the success of Halalt First Nation students.
 - b. Enhance and affirm a strong **identity, pride in heritage and healthy self-esteem in Halalt First Nation students** and other Indigenous students.
 - c. **Actively involve Elders and other Halalt First Nation knowledge keepers** in the education of Halalt First Nation students and other Indigenous and non-Indigenous students.
 - d. Have a **Personal Life Plan (PLP)** created for each Halalt First Nation student at Halalt 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 and to make certain those goals are met.

- e. **Assess, respect and understand the educational needs of Halalt 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 Halalt First Nation learners who are involved in the winter longhouse tradition and/or other Halalt First Nation cultural activities that may for certain periods take them away from attending school. These circumstances shall be reviewed by Halalt First Nation Elected Council 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 Halalt 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 Halalt First Nation student who is capable, graduates with a **Dogwood Certificate**, that prepares them to pursue any life path they choose including immediate enrolment in post-secondary education or employment.
- i. Ensure supports and services are available to all Halalt 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), Halalt First Nation Elected Council 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 Certificate. This plan will be designed to assist the student in achieving success after completing school.
- k. That the Board of Education and Halalt First Nation Elected Council will jointly address any Halalt First Nation student at risk of

becoming an early leaver and those who have become **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 Halalt First Nation Elected Council 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 Halalt First Nation Elected Council 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 Halalt First Nation students:
 - i. From Halalt First Nation Elected Council: 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, on-going in-service and professional learning activities focused on developing awareness, understanding, and appreciation for Halalt 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 Halalt First Nation students have equitable access to and high levels of student success in educational programs, including hul'q'umi'num language instruction;**
 - b. Ensure that any learning assessments required are conducted in a timely manner and that early screening of Halalt 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 Halalt 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 Halalt First Nation students with a main objective of meeting their educational goals. Staff will be transparent with Halalt First Nation Elected Council in regards to familial relationship with a student and they will seek additional support when a potential conflict arises due to the relationship.**
 - d. Explore and identify alternate discipline models such as restorative justice for Halalt First Nation students, working together with Halalt First Nation Elected Council and consistent with the Board of Education Code of Conduct, existing Board of Education conflict resolution practices, policies and Ministerial Order Code of Conduct. Together the Parties will establish a protocol for this discipline process which will be included in an appendices to this document.**
 - e. Once parent consent has been obtained by Halalt First Nation Elected Council,**
 - 1. Ensure that written notification is provided to Halalt First Nation Elected Council 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 Halalt First Nation Elected Council and after all required consents are obtained.

- f. Inform Halalt First Nation Elected Council's point of contact identified in Section 5, of Halalt First Nation student absences from school in a timely manner.

5 Halalt First Nation Elected Council Responsibilities

- 5.1 In accordance with the terms of the Agreement, Halalt First Nation Elected Council agrees to:
 - a) Have Halalt First Nation staff obtain parental/guardian written consent to act on behalf of and represent Halalt First Nation students pursuant to the terms of this agreement;
 - b) Promote the active participation and involvement of Parents and other community members of Halalt 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 as set out in Section 7 of this Agreement;
 - d) Provide the Halalt 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 described in Section 3.1d of this agreement.

6 Joint Working Group

- 6.1** The Board of Education and Halalt First Nation Elected Council 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 this Agreement. The Terms of Reference will include the membership of the Joint Working Group, the roles and responsibilities of members, and a meeting schedule which will be at minimum, quarterly.
- 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 Halalt First Nation Elected Council to the Board of Education based upon the September 30th Nominal Roll figures verified by Halalt First Nation Elected Council and the Board of Education.
- 7.2** The Board of Education will not charge Halalt First Nation Elected Council a greater amount for the First Nation students attending a school within the school district than the First Nation student rate.
- 7.3** Invoices shall be remitted to Halalt First Nation Elected Council for the school year for payment in Fall, Winter and Spring of each year which reflects percentage of billing of the year. At the end of each school year the Board of Education will reconcile funds upon the 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 Halalt First Nation Elected Council for the benefit of Halalt First Nation students in the same manner as occurs with the Ministry of Education.

7.5 Where an Early Leaver is any student who attends less than 50% of the school year, the district will transfer \$2000 per Early Leaver with a minimum transfer of \$5,000 and a maximum of \$10,000, in August of each school year to Halalt First Nation. The fund is to be jointly managed for the purpose of re-engagement of the learners, as per this Agreement.

7.6 Halalt First Nation Elected Council and the Board of Education agree that additional services or programs not contemplated by this Agreement may be provided by the Board of Education if Halalt First Nation Elected Council and Board of Education agree to the terms and the costs for such services or programs.

8 Termination and Default

8.1 Any default of thirty calendar days or longer by Halalt First Nation Elected Council in making a payment required under this agreement may result in termination of this Agreement at the option of the Board of Education. The Board of Education will provide thirty (30) days advance written notice to Halalt First Nation Elected Council of such termination, during which time, if Halalt First Nation Elected Council pays all outstanding amounts, the termination will be cancelled as of the date of the payment.

8.2 Any outstanding payment required under this agreement will be paid with ten (10) working days of termination of this agreement.

8.3 Either Halalt First Nation Elected Council 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.

8.4 Once this Agreement has been terminated, obligations of Halalt First Nation Elected Council 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 Halalt First Nation Elected Council and the Board of Education. Should no resolution be possible, the parties agree that the following dispute resolution process will be used.

- 9.1 One party must provide notice in writing to the other party indicating that it intends to use the dispute resolution process to resolve a dispute and provide details of this dispute.
- 9.2 Within five (5) business days of the notice described in Section 9.1 being provided, or such further period agreed to by the parties in writing, representatives of each party with decision-making authority regarding the dispute must meet in good faith to attempt to resolve the dispute. In the event a party refuses to meet within the timelines, the other party may refer the dispute to mediation as set out in Section 9.3.
- 9.3 If, within ten (10) business days after the meeting described in Section 9.2, or such further period agreed to by the parties in writing, the parties have not succeeded in negotiating a resolution of the dispute, either party may refer the dispute to mediation by providing written notice to the other party of such referral.
- 9.4 The parties may jointly appoint a mutually acceptable mediator. If the parties are unable to agree upon the appointment of a mediator within ten (10) business days after the notice in Section 9.3, the parties agree to apply to Mediate BC Society (formerly known as British Columbia Mediator Roster Society), or such other organization or person agreed to by the parties in writing which will appoint a mediator taking into account:
 - a) The need for the mediator to be neutral and independent,
 - b) The qualifications of the mediator,
 - c) The mediator's fees,
 - 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 Vancouver, 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 2024 - 2025 school year unless terminated earlier as provided in this Agreement.
- 10.2 The parties will review this Agreement prior to the end of March of each year and may make amendments to the agreement at that time: such amendments will be effective on the following August 31st.
- 10.3 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 31st.

11 Notice

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

Halalt First Nation Education
7973 Chemainus Road
Chemainus, B.C.
V0R 1K5
Email: education@halalt.org
Attention: Kacey Gladstone

In case of communication with the Board of Education

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

12 General

- 12.1** The Board of Education and Halalt First Nation Elected Council 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 Halalt First Nation Elected Council and the Board of Education and their respective successors and assigns.

IN WITNESS WHEREOF Halalt First Nation Elected 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

HALALT FIRST NATION:

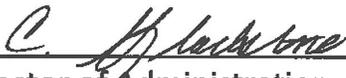
**THE BOARD OF EDUCATION
DISTRICT NO.79 (COWICHAN VALLEY)**



Chief,
Halalt First Nation Elected Council



Chairperson,
School District No. 79



Director of Administration,
Halalt First Nation Elected Council



Superintendent of Schools,
School District No. 79

APPENDIX A: Student Success Definition

Halalt First Nation Student success means having a strong identity, healthy self-esteem and pride in family, community and culture. Student success means full engagement in school life, strong relationships within the school community and physical, intellectual, social/emotional and spiritual well-being.

Student Success means:

1. **Having a clear education plan that enables successful transitions from:**
 - a) early learning or home to kindergarten,
 - b) kindergarten/early learning/home to grade one,
 - c) elementary school to secondary school and
 - d) secondary to post-secondary education or employment.
2. **Meeting their academic potential**
 - a) Strong **numeracy and literacy** foundation skills, meeting or exceeding expectations at each grade level
 - b) Strong **Core Competencies**: Critical and Creative Thinking, Collaboration, Communication, Personal & Social Awareness and Responsibility, Personal and Cultural Identity.
 - c) A clear **graduation plan** that enables a Halalt First Nation student to develop essential skills necessary to be successful in life and transition to the career or post-secondary education option of their choice.
 - d) A C+ or better in the grade 10 – 12 grad program, graduating with a **Dogwood Diploma** or for students who have a significant cognitive impairment, fully meeting the expectations required to achieve an **Evergreen Certificate**
3. **Engagement in school life and strong relationships within the school community**
 - a) Can list at least three adults in the building who supports and believes in them
 - b) Has a peer group who support their success
 - c) Has strong attendance
 - d) Uses personal agency, voice and choice, in the classroom and in the school to positively contribute to the school climate
 - e) Has access to and a sense of place in all extracurricular activities
4. **Physical, social/emotional and spiritual well-being**
 - a) Has access to learning and participation in hul'q'umi'num and Halalt First Nation culture
 - b) Feels safe at school and this includes safety from racism (student and staff), indifference, bias, marginalization, bullying and stereotyping.

APPENDIX B: DEFINITIONS

1.0 DEFINITIONS

The following definitions apply to the Agreement:

“Child in Care” means a First 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.

“Early Leaver” means:

- any Halalt First Nation Student leaving school prior to the completion of Grade 12, including students who are expelled; or
- a student who has missed 50% of a school year.

“Evergreen Certificate” is a school leaving certificate intended to celebrate success in learning that is not recognized in a 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. The Evergreen represents the completion of personal learning goals but does not represent graduation.

“First Nation Student Rate” means the education costs for a First 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 “First Nations Billing Rate”).

“Halalt First Nation Student” means a student who is ordinarily resident on Halalt First Nation reserve and is eligible to be on the Nominal Roll.

“Indigenous Services” 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.

“Personal Life Plan” is a plan created with the student, family, Halalt First Nation representatives and may include school district staff, that outlines the hopes and plans the student has for their life.

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

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

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

- the guardian of the person of the student;
- the person legally entitled to custody of the student; or
- the person who usually has the care and control of the student;

"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 #79 Cowichan Valley.

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

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

