

Local Education Agreement

Between

Penelakut Tribe

And

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

July 2020 - June 2025

Introduction

The negotiation and adoption of this Local Education Agreement (LEA) provides a significant opportunity for Penelakut Tribe and School District 79 Cowichan Board of Education to focus attention on improving educational outcomes for Penelakut Tribe 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 (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
PENELAKUT TRIBE AND
SCHOOL DISTRICT 79 COWICHAN VALLEY

THIS AGREEMENT made and entered into this 28th day of August 2020
shall be effective from the 1st day of July 2020.

BETWEEN:

Penelakut Tribe Chief and Council
(hereinafter called Penelakut Tribe)

AND:

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

WHEREAS the Penelakut Tribe Chief and Council, as the governing body of Penelakut Tribe, has the authority and responsibility for the education of its members.

AND WHEREAS Penelakut Tribe 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 Penelakut Tribe 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 Penelakut Tribe and the Board of Education intend to work together to provide education programs and additional educational service for Penelakut Tribe students who attend School District No. 79 (Cowichan Valley) schools.

AND WHEREAS Penelakut Tribe desires that these services will be respectful and reflective of Penelakut Tribe culture and linguistic heritage with emphasis on satisfaction and pride for Penelakut Tribe 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 Penelakut Tribe from the Board of Education for Penelakut Tribe students.

1.0 Purpose

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

2.0 Guiding Principles and Values

2.1 First Nations' Central Role in First Nations Education

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

2.2 Penelakut Tribe Students Access to Quality Education

- c) Penelakut Tribe 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) Penelakut Tribe student education **requires collaboration and cooperation with a trusting, respectful relationship, building understanding, and being innovative** so that all Penelakut Tribe 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 Penelakut Tribes' culture, values, language and traditions, teachings and heritage as approved and determined by Penelakut Tribe or its designate.

2.4 Parental Engagement

- g) Parents are an integral part of the educational journey of each Penelakut Tribe 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 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 Penelakut Tribe students.
- j) Open and effective communication (by way of Terms of Reference between Penelakut Tribe and the Board of Education) benefits Penelakut Tribe student supports, services and success.

3. Shared Responsibilities

- 3.1 Consistent with the principles and term of this agreement, Penelakut Tribe 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 Penelakut Tribe students.
 - b. Enhance and affirm a strong **identity, pride in heritage and healthy self-esteem in Penelakut** First Nation and other Indigenous students.
 - c. **Actively involve Elders and other Penelakut Tribe knowledge keepers** in the education of Penelakut Tribe students.
 - d. Have a **Personal Life Plan (PLP)** created for each Penelakut Tribe student at Penelakut Tribe 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 supports necessary to make certain those goals are met.
 - e. **Assess, respect and understand the educational needs of Penelakut Tribe 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 Penelakut Tribe learners who are involved in the winter longhouse tradition and/or other Penelakut Tribe cultural activities that may for certain periods take them away from attending school. These circumstances shall be reviewed by Penelakut Tribe 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 that supports any areas of vulnerability is developed and implemented for each Penelakut Tribe student** with particular attention to the development of strong literacy, numeracy and Core Competencies.
- h. Ensure that each Penelakut Tribe student who is capable, graduates with a **Dogwood Certificate**, that prepares them to pursue any life path they choose including post-secondary education or employment.
- i. Ensure supports and services are available to all Penelakut Tribe students requiring **learning assistance or other educational supports**, including but not limited to students with special needs.
- j. Work with supporting agencies, including Kwumut Lelum to ensure appropriate supports are implemented to assist students in foster, adoptive, or other types of care.
- k. A future looking plan will be jointly developed with the parent/guardian, student (as appropriate), Penelakut Tribe 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. As outlined in Section 2.4 g of this Agreement, parents will be notified and included in the planning of their child's plan.
- l. That the Board of Education and Penelakut Tribe will jointly address Penelakut Tribe student at risk of becoming and **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.

- m. That the Board of Education and Penalakut Tribe will create a plan to **engage parents** on a regular basis and in an inclusive way.
- n. That each year the Board of Education and Penelakut Tribe 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.
- o. 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.
- p. 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 Penelakut students:
 - i. From Penelakut: 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.
- q. Promote and support regular in-service and professional learning activities focused on developing awareness, understanding, and appreciation for Penelakut Tribe 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 Penelakut Tribes students have equitable access to and high levels of success 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 Penelakut Tribe students for areas of vulnerability occur throughout the student's educational journey as needed.
- c. Dedicate Indigenous Education staff to district schools that have Penelakut Tribe 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 Penelakut Tribe students with a main objective of meeting their educational goals.
- d. Explore and identify alternate discipline models such as restorative justice for Penelakut Tribe students, working together with Penelakut Tribe 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 Penelakut Tribe,
 1. Ensure that written notification is provided to Penelakut Tribe 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 Penelakut Tribe and after all required consents are obtained.

- f. Inform Penelakut Tribe's point of contact identified in Section 5 of Penelakut Tribe student absences from school in a timely manner.

5 Penelakut Tribe Responsibilities

5.1 In accordance with the terms of the Agreement, Penelakut Tribe agrees to:

- a) Have Penelakut Tribe staff obtain parental/guardian written consent to act on behalf of and represent Penelakut Tribe students pursuant to the terms of this agreement;
- b) Promote the active participation and involvement of Parents and other community members of Penelakut Tribe 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) Host one or more Penelakut Tribe cultural days each year for the students of the schools at which Penelakut Tribes students attend.
- e) Provide the Penelakut Tribe Board of Education Room or other facility, subject to availability, for meetings between parents and teachers;
- f) Provide a point of contact for the Board of Education;
- g) 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 Penelakut Tribe 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 Penelakut Tribe to the Board of Education based upon the September 30th Nominal Roll figures verified by Penelakut Tribe and the Board of Education.
- 7.2 The Board of Education will not charge the Penelakut Tribe a greater amount for the Penelakut Tribe students attending a school within the school district than the First Nation student rate. Penelakut Tribe 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 Penelakut Tribe for the school year for payment in the 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 the school year, 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 Penelakut Tribe for the benefit of Penelakut Tribe 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 \$2000 for each Penelakut Tribe 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 Penelakut Tribe for the purposes set out in Section 3.1k.

7.6 Penelakut Tribe 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 Penelakut Tribe 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 Penelakut Tribe 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 Penelakut Tribe to seek understanding and information regarding delayed payment. They will work with Penelakut Tribe to make a reasonable adjustment to the payment schedule.
- 8.2 Either Penelakut Tribe 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 Penelakut Tribe 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 Penelakut Tribe of such termination, during which time, if Penelakut Tribe 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 Penelakut Tribe 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 Penelakut Tribe 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 The term of this agreement will be 5 years, beginning July 1, 2020 and ending June 30, 2025 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:

Penelakut Tribe Education
11132- Clam Bay Road
PO Box 360
Chemainus BC V0R 1K0
Email: anniec@penelakuttribe.ca
Attention: Annie Cossey

In case of communication with the Board of Education

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

12 General

- 12.1 The Board of Education and Penelakut Tribe 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 Penelakut Tribe and the Board of Education and their respective successors and assigns.

IN WITNESS WHEREOF Penelakut Tribe and the Board of Education have caused this Agreement to be executed by their duly authorized representative and signatories as of July 1, 2020

PENELAKUT TRIBE:

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



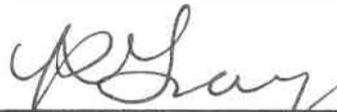
Chief
Penelakut Tribe



Chairperson
School District No. 79



Director of Administration
Penelakut Tribe



Superintendent of Schools
School District No. 79

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 Penelakut 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 FNEESC and Canada (formerly the “First Nations Billing Rate”).

“Penelakut First Nation Student” means a student who is ordinarily resident on Penelakut 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, Penelakut 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 Penelakut 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.