

**Cowichan Tribes and the
Board of Education of School District No.79 (Cowichan Valley)
LOCAL EDUCATION AGREEMENT
2020-2025**

INTRODUCTION

The negotiation and adoption of this Local Education Agreement (LEA) provides a significant opportunity for Cowichan Tribes First Nation and the Cowichan Valley Board of Education to focus attention on achieving excellent educational outcomes for Cowichan Tribes students and on developing the relationship necessary to accomplish that mutual goal.

The gap in educational outcomes between First Nation Students and non-First Nation students is a persisting legacy of colonialism, and concerted efforts and proactive measures are required to eliminate this gap and contribute to reconciliation in education.

A strong, effective and inclusive educational system provides a fundamental opportunity for building relationships and advancing reconciliation between the Cowichan Tribes First Nation and the Cowichan Valley Board of Education as expressed in the Truth and Reconciliation Commission's Calls to Action and the United Nations Declaration on the Right of Indigenous Peoples.

The standards set by the *United Nations Declaration on the Rights of Indigenous Peoples* apply to First Nations education.

The Truth and Reconciliation Commission's Calls to Action set out a framework for reconciliation, including with regard to First Nations education, that must inform the relationships and collaboration between First Nations, the Province and boards of education.

THIS AGREEMENT made and entered into this _____ day of _____, 20__ shall be effective from the 1st day of July 2020.

BETWEEN:

Cowichan Tribes Chief and Council
(hereinafter called the "Cowichan Tribes")¹

AND:

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

WHEREAS

- A. The Board of Education 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 First Nations Students.
- B. Cowichan Tribes, pursuant to its inherent jurisdiction over educational matters, has the authority and responsibility for the education of Cowichan Tribes 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.
- C. The Parties agree that the principals, teachers and other staff in Cowichan Valley schools have a

central and important role to play in the provision of quality education programs and services. Positive working relationships among all staff, including support staff – teacher relationships is key to creating safe, inclusive working environments for students. The Parties agree all staff in Cowichan Valley schools play a central role in the implementation and effectiveness of this LEA.

- D. The Parties wish to enter into this Agreement to set out the terms and conditions regarding the purchase of education services by Cowichan Tribes from the Board of Education for Cowichan Tribes' students.

THEREFORE the Parties agree as follows:

1.0 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 improve Cowichan Tribes students' educational outcomes and achieve high levels of Cowichan Tribes student success, graduation and transition to post-secondary education and training, or employment;
- b) Set out the roles and responsibilities of the Parties and to meet the purposes and objectives of this Agreement; and
- c) Serve as a core shared accountability mechanism for both Cowichan Tribes and the Board of Education regarding the education of Cowichan Tribes' students in the School District.

2.0 GUIDING PRINCIPLES

2.1 The Parties will be guided by the following principles:

First Nations' Central Role in First Nations Education

- a) Indigenous families and communities have the right to retain shared responsibility for the upbringing, education and well-being of their children, consistent with the rights of the child, and Indigenous peoples have the right to establish and control their educational systems and institutions providing education in their own languages, in a manner appropriate to their cultural methods of teaching and learning.
- b) Cowichan Tribes has a central, decision making role in the education of their students.

Cowichan Tribes student success

- c) The Parties have a shared interest in promoting Cowichan Tribes student success.
- d) 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 Cowichan Tribes 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 Quw'utsun culture
 - b) Feels safe at school and this includes safety from racism (student and staff), indifference, bias, marginalization, bullying and stereotyping.
 - c) Strong physical literacy skill development with access to and a sense of place in all physical literacy activities.
 - d) Feels safe and supported in the continual development of their spiritual well-being.

First Nation Students Access to Quality Education

- e) Cowichan Tribes students, at all levels of education, must have access to educational opportunities that:

- i. ensure that they are confident in their self-identity, their families, their communities and Quw'utsun values, language and culture;
- ii. give them the skills they need to thrive in contemporary society;
- iii. give them positive experiences for children in early learning, pre-school and kindergarten; and
- iv. prepare them to access any opportunities they choose for higher learning, employment and life choices.

Reconciliation & Collaboration in First Nation Education

- f) First Nations education requires collaboration and cooperation to ensure that all Cowichan Tribes students are supported to achieve successful education outcomes. This includes open, ongoing and effective communication.
- g) The Parties have a shared interest and priority in supporting excellence in education, including supporting Cowichan Tribes' 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.
- h) Marginalization of Cowichan Tribe students in any way, including through program assignment or course assignment or any other types of streaming based on the racism of low expectations is not acceptable and will not support the achievement of the objectives of this agreement, nor the highest levels of achievement of Cowichan Tribes students.
- i) Board policies will be respectful of and promote a greater understanding of Quw'utsun cultural goals, values and traditions.
- j) Curriculum, materials and resources will meaningfully reflect Quw'utsun culture, values, language and traditions, as approved and determined by the Sul'hween Committee or its designate.
- k) On-going professional development for all adults in the school district (see section 3.1f, 3.2h and 11.2) that is respectful of and promotes a greater understanding of Quw'utsun history, language and culture is necessary in addressing the history and on-going impacts of; colonization, policies of assimilation, attempted cultural genocide, and the system of Indian residential schools.
- l) The Truth and Reconciliation Commission's Calls to Action and the United Nations Declaration on the Right of Indigenous Peoples are the foundation on which to build relationships and advance reconciliation between Cowichan Tribes First Nation and the Cowichan Valley Board of Education.

Parental Engagement

- m) Parents are key participants in the education of their children and as such will receive regular, on-going, meaningful information about their child's progress. Successfully and meaningfully engaging parents means understanding the impacts of multi-generational trauma. It means creating environments where parents feel safe and have a sense of agency. (See sections 3.1b, 3.2c, 3.2j, 3.3a, 3.3d, 5.2, 6.1, 7.2, 8.0, and 10.1)

Cowichan Tribes Student Safety

- n) Cowichan Tribes students have a right to feel safe at school, including safety from racism (students and staff), indifference, bias, marginalization, bullying and stereotyping. This requires a commitment to achieve cross-cultural awareness and bridging.

Shared Accountability and Data-Sharing

- o) This LEA serves as a core shared accountability mechanism for both Cowichan Tribes and the Board of Education regarding Cowichan Tribes student education in School District No.79 schools.
- p) Timely and relevant data is required to inform decision-making to support Cowichan Tribes students.
- q) This agreement will be jointly reviewed regularly for the purpose of identifying and implementing opportunities for improvement.

3.0 RESPONSIBILITIES & COMMITMENTS

3.1 The parties agree to work together to:

- a) Jointly report to the Board of Education and Cowichan Tribes regarding Cowichan Tribes student outcomes once per year as scheduled in the Terms of Reference;
- b) Make available facilities that foster safety and access for meetings with families, students and among staff. This may include the Board Rooms, Siem Lelum, school gymnasiums, etc.;
- c) Develop and implement strategies to keep Cowichan Tribes students in school;
- d) In the case of an Early School Leaver, collaborate on a plan that best meets the educational needs for that Cowichan Tribes student;
- e) Promote and support Quw'utsun cultural activities, including National Indigenous Peoples Day activities, in schools within the School District;
- f) Promote and support effective, on-going professional development focused on Quw'utsun history, language and culture;
- g) Develop and introduce more culturally relevant educational resources and activities in all subject areas for all students;
- h) Promote and support the development of Hul'q'umi'num resources that can be used in all subjects, K-12.

3.2 The Board agrees to:

- a) Ensure that Cowichan Tribes students have equitable access to quality educational programs, including Hul'q'umi'num language instruction, and to continue towards high levels of Cowichan Tribes student success in educational programs;
- b) Make every effort to ensure that the educational needs of all Cowichan Tribes students

are met;

- c) Take the actions necessary to keep Cowichan Tribes students in school including informing parents immediately should a Cowichan Tribes student experience difficulties, finding out why a student may be considering leaving and working with the parents to find a solution;
- d) Ensure that Cowichan Tribes students who are enrolled in programs which will give them the academic credential to proceed to post-secondary education are not transferred into modified programs or adapted programs unless such decisions are made in collaboration with the parent;
- e) Promote an understanding of and appreciation for the history, language and culture of First Nations people in British Columbia, including required curriculum on the residential school experience, with a focus on Quw'utsun history, language and culture;
- f) Promote the offering of and enrollment in Hul'q'umi'num language courses. **Everything is connected. We cannot understand our history, our land, without understanding our language.**
- g) Promote the offering of, and enrollment in, English First Peoples 10, 11 and 12 and BC First Peoples 12, Contemporary Indigenous Studies 12, and Board Authority Authorized Courses with Indigenous focused content and activities for all students;
- h) 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 Indigenous communities and Indigenous language learning educators and experts;
- i) Ensure schools support Cowichan Tribes students to participate in extracurricular and sports activities;
- j) Provide information to parents about opportunities for parent involvement in the education of their children (i.e. committees) including school district and school activities. Work to create environments where parents feel safe to participate in such opportunities;
- k) Share all relevant information on available and secured funding and meaningfully involve Indigenous communities including Cowichan Tribes in the planning for the expenditure of Indigenous Education (Targeted) Funds on Indigenous Education Programs and Services identified through the direct involvement of Indigenous communities including Cowichan Tribes with the Board of Education;
- l) Demonstrate commitment to increasing the number of trained and qualified Indigenous staff who are working with Cowichan Tribes students;
- m) Communicate details of this Agreement, including its purpose, objectives and principles, with school personnel, in particular principals and teachers.

3.3 Cowichan Tribes agrees to:

- a) Promote the active participation and involvement of parents and other community members of Cowichan Tribes in the education of their children, including;
 - a. Joining parent clubs and parent advisory committees;
 - b. Reaching out to teachers for information regarding their child's progress;

- c. Attending parent teacher conferences, open houses, or meetings related to their child's education.
- b) Encourage and support Cowichan Tribes students to participate in extracurricular and sports activities;
- c) Pay the Board of Education the tuition fees received from the federal government as agreed to and set out in this Agreement; and
- d) Communicate details of this Agreement, including its purpose, objectives and principles, with students, parents, caregivers, the Education department and the community

4.0 EDUCATIONAL RESOURCES and INTELLECTUAL PROPERTY RIGHTS

4.1 With regard to intellectual property rights, the Parties acknowledge article 31 of United Nations Declaration on the Rights of Indigenous Peoples:

Article 31 1. 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. 2. In conjunction with indigenous peoples, States shall take effective measures to recognize and protect the exercise of these rights.

4.2 Consistent with article 31 of United Nations Declaration on the Rights of Indigenous Peoples, the Parties agree that:

- a) Cowichan Tribes retains any intellectual property and copyrights of any curriculum content developed in collaboration or cooperation with them regarding Quw'utsun language, 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 Cowichan Tribes.

5.0 DOGWOOD GRADUATION

5.1 The Parties will encourage and support each and every Cowichan Tribes student who is capable of achieving the Dogwood Diploma to pursue that graduation credential.

5.2 The Parties will ensure that Cowichan Tribes 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.

- 5.3 The Board of Education will ensure there is appropriate and timely (i.e. early) counselling support for career and post-secondary education planning available to Cowichan Tribes students.

6.0 IDENTIFICATION OF COWICHAN TRIBES STUDENTS REQUIRING SPECIAL EDUCATION ASSESSMENT

- 6.1 In order to ensure that Cowichan Tribes students are appropriately identified as requiring special education supports, the Board of Education will ensure school(s) work with Cowichan Tribes and parents to ensure appropriate and transparent ongoing informal assessments of Cowichan Tribes students to identify those who may require more formal special education assessment.
- 6.2 In particular, the Board of Education and Cowichan Tribes will jointly review and determine the criteria and processes used for the identification of kindergarten Cowichan Tribes students who may require assessment and additional supports or services, recognizing that early identification is necessary to promote student success, and, for a Cowichan Tribes student who is identified as having a special need before entering a school, the Cowichan Tribes student's assessment and programming information will be requested immediately upon enrollment to permit appropriate and effective planning and implementation of relevant interventions.
- 6.3 In cases where a Cowichan Tribes student is identified as likely having diverse abilities or a disability upon enrolment in kindergarten, or when transferring into a school at a later grade level, or when a Cowichan Tribes student has an obvious disability that has not been previously assessed, the Board of Education will ensure there is a timely determination of the need for assessment and/or intervention plan.

7.0 SPECIAL EDUCATION ASSESSMENT AND PLACEMENT

- 7.1 The Parties agree that special education assessment and placement of, or timetable changes or new timetables for, Cowichan Tribes 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.
- 7.2 For greater clarity:
- a) prior to the placement of a Cowichan Tribes student in a special education program, an educational psychology assessment must be completed, with parental consent, that identifies the Cowichan Tribes student as requiring supports and services;
 - b) prior to diversion of a Cowichan Tribes student to an Evergreen Certificate path, a psychoeducational assessment must be completed, with parental consent, and must identify the Cowichan Tribes student as having an intellectual disability; and

- c) the results of the assessment must be provided to and discussed with the parent of that Cowichan Tribes student, the school-based team, and Cowichan Tribes support staff as may be designated by the parent;

8.0 SPECIAL EDUCATION PROGRAMMING

8.1 As soon as practical after a Cowichan Tribes student has been identified having diverse abilities or a disability:

- a) appropriate supports and services will be identified in order to ensure that the Cowichan Tribes student obtains an education that is most appropriate for his or her needs, and in regular classroom environments as much as possible;
- b) the assessment results and educational services to be provided to the Cowichan Tribes student will be outlined in an Individual Education Plan (IEP), which must be completed with parental consent and involvement, for the purpose of assisting school staff to provide supports and services for the Cowichan Tribes student;
- c) a Cowichan Tribes 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) a written report stating the reason for placement of the Cowichan Tribes student, and the educational opportunities gained and lost by such placement, must be provided to the parent and Cowichan Tribes support staff as may be designated by the parent;
- e) in cases where the parent appoints a delegate, the parent and the delegate will receive a copy of the IEP; and
- f) in the event that the parent declines to be involved in the IEP process and does not choose to appoint a delegate, the Board of Education will ensure that the school will make every effort to ensure that the student's needs are fully met.

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 Cowichan Tribes students with IEPs will be expected to achieve all of the regular curricular competencies and/or outcomes, with supports.

8.3 The Board of Education will ensure that the school(s) work with parents and, with their consent, Cowichan Tribes, to:

- a) collaboratively identify any adaptations made to a Cowichan Tribes student's educational program;
- b) ensure that any Modifications are made to a Cowichan Tribes student educational program

only when necessary and only when Adaptations have been tried and have proven insufficient to meet the Cowichan Tribes student's needs, and only with the Informed Consent in writing of the parent, or their designate; and

- c) if a Cowichan Tribes student has been put on an Evergreen Certificate path, ensure that the student's program: is documented in an IEP; wherever possible, aligns as closely as possible with a graduation diploma program; and supports learning outcomes that match, as closely as possible, the learning outcomes of the applicable course, even when modified.
- 8.4 When requested, the parent and, where appropriate and feasible, the student will have every opportunity to meet with school staff about the IEP and the 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 of Education will ensure school(s) offer each Cowichan Tribes student who has diverse abilities or disabilities relevant learning activities, in accordance with the student's IEP.
- 8.6 Cowichan Tribes 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 Cowichan Tribes support staff as designated by the 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 and/or recommendation of a Cowichan Tribes student in a special education program or on an Evergreen Certificate path;
 - b) that if the parent wishes to request a change the Board of Education will encourage them to contact Cowichan Tribes and will then arrange a meeting with the parent, Cowichan Tribes advocate, and the school principal to discuss options in a placement decision.
- 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 Cowichan Tribes 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 Cowichan Tribes student no longer requires an IEP.
- 8.9 When Cowichan Tribes students transfer from Quw'utsun Smun'eem, Yuthuy'thut Training Program or Quw'utsun Hu'y'ixwule' to School District 79 schools, their existing IEP will be recognized and used in the planning of student placement in classes/programs.

9.0 CHILDREN IN CARE

- 9.1 The Board of Education will ensure appropriate learning plans and supports are identified and provided for Children in Care.
- 9.2 The Board of Education will ensure appropriate staff are designated to be responsible for maintaining communications with Cowichan Tribes regarding Children in Care who are Cowichan Tribes students.
- 9.3 The Parties will make best efforts to work with supporting agencies to ensure appropriate supports are implemented to assist Cowichan Tribes' students who are Children in Care.
- 9.4 The Parties agree to work with supporting agencies to develop a process for working together especially in the case of a child who is being apprehended at school and to include the process as an appendix to this Agreement.

10.0 STUDENT CONDUCT & SAFETY

- 10.1 The Parties will confirm policies, practices and other appropriate measures are designed to create a safe learning environment, including safety from racism (students and staff), discrimination, indifference, bias, marginalization, bullying and stereotyping for all students attending the school(s).
- 10.2 Each fall, both the School District and Cowichan Tribes Education will inform all Cowichan Tribes parents/guardians of their right to receive support from Cowichan Tribes Education whenever their child is involved in escalating disciplinary action. At the time of a disciplinary action which may result in suspension, the school district will reach out to the parent and with their permission, to Cowichan Tribes Education so that challenges can be approached as a team. The school district will inform parents of their right to have Cowichan Tribes Education support. The parties will work together to ensure that any disciplinary action is supportive of the students' future success.

11.0 CULTURAL AWARENESS & HIRING IN THE SCHOOL DISTRICT

- 11.1 The Board of Education, in cooperation with the Cowichan Tribes, agrees to promote greater awareness, inclusion and respect for the Cowichan Tribes' unique language, culture and history through its policies, practices, plans, professional development, curriculum and instruction.
- 11.2 As per the BC Tripartite Education Agreement, at least one non-instructional day per year will be focused on enhancing First Nations Students outcomes commencing in the 2019/20 School Year. The Board of Education will ensure that Cowichan Tribes has the opportunity to be meaningfully involved in the planning and delivery of this day.
- 11.3 The Board of Education will ensure that Cowichan Tribes has an opportunity to be meaningfully involved in the School District's recruitment and hiring process for personnel including teachers, principals and vice-principals who have a significant impact on Cowichan Tribes students. A Cowichan Tribes representative will be invited to sit on the hiring panel for interviews of staff

hired for the Indigenous Education department.

12.0 TRANSPORTATION

12.1 See Appendix for Transportation Agreement

13.0 REPORTING

13.1 Annual Report:

Once a year, as scheduled in the Terms of Reference, the School District Indigenous Education lead and Cowichan Tribes Education lead will prepare an annual report which they will co-present to the Board of Education and Chief and Council. The report will describe the progress, success and challenges in regards to the implementation of the LEA and with reference to Cowichan Student Success as defined in the Guiding Principles, section 2.0. The report will also include:

- i) financial reports related to this Agreement, which are prepared by the Board of Education in the regular course of its operation and which include a copy of the audited financial statements;
- ii) a financial report on the Targeted Indigenous Education Funding;
- iii) attendance rates;
- iv) percentage of students who are on track or extending for reading, writing and numeracy in grades 4 and 7;
- v) proportion of Cowichan Tribes students in the grad program with a C+ or better;
- vi) the number of students identified with special needs and the gap in needs and services provided;
- vii) grade to grade transition rates, including retention rates;
- viii) graduation and six-year graduation rates;
- ix) proportion of students awarded an Evergreen Certificate;
- x) number of Cowichan Tribes students eligible to move on to post-secondary education;
- xi) a list of courses and programs offered that emphasize Indigenous knowledges and cultures;
- xii) number of Cowichan Tribes students enrolled in Hul'q'umi'num' with a C+ or better;
- xiii) sense of safety and sense of belonging of Cowichan Tribes students;
- xiv) participation of Cowichan Tribes students in extracurricular activities.

13.2 The Board of Education and Cowichan Tribes will share two Nominal Roll student counts (September 30 & February 28) with the Ministry of Education each School Year.

14.0 TUITION PAYMENT

14.1 For eligible Cowichan Tribes students on the jointly verified Nominal Roll attending schools operated by the Board of Education on September 30th, and for whom Cowichan Tribes has

- received Tuition Funding from Indigenous Services Canada, Cowichan Tribes will pay to the Board of Education the Tuition Fees amount in accordance with this Agreement.
- 14.2 The Board of Education invoice will be based on the Full Time Equivalent (FTE) and the First Nation Student Rate. This is significant when considering secondary students who may be taking more or less than a full course load.
- 14.3 For greater certainty, the Parties agree that Cowichan Tribes is responsible only for Tuition Funding received from Indigenous Services for the Tuition Fees of Cowichan Tribes' students according to the approved First Nations Student Rate and approved Nominal Roll. Unless otherwise agreed, Cowichan Tribes will not be responsible for paying any amounts for which it does not receive funding from Indigenous Services, or which exceeds the First Nation Student Rate.
- 14.4 Invoices shall be remitted to Cowichan Tribes for the school year for payment in the fall, early spring and the end of each school year. The fall and spring invoices will be an estimate based on the previous year's invoice. At the end of each school year, the Board of Education will reconcile funds upon receipt of the verified nominal roll.
- 14.5 Cowichan Tribes will submit payment within 30 days of receiving invoices unless Indigenous Services Canada (ISC) is late in providing Tuition Funding to Cowichan Tribes in which case
- 14.5.1 the First Nation will notify the Board of Education of the delay in receiving ISC funding; and
 - 14.5.2 the Board of Education will not charge interest to the First Nation on any amount that is outstanding due to Indigenous Services' late provision of funding
- 14.6 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 Cowichan Tribes for the benefit of the Cowichan Tribes' students in the same manner as occurs with the Ministry of Education.
- 14.7 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 \$50,000 and a maximum of \$100,000, in August of each school year to Cowichan Tribes. The fund is to be jointly managed for the purpose of re-engagement of the learners, as per this Agreement.
- 14.8 The Parties agree that additional services or programs not contemplated by this Agreement may be provided by the Board of Education through agreement by the Parties on the terms and costs for such service(s) and/or program(s).
- 15.0 LEA WORKING GROUP: IMPLEMENTATION, MONITORING AND REVIEW**
- 15.1 The Parties hereby establish a joint LEA Working Group responsible for overseeing the implementation of this Agreement, with representation from Cowichan Tribes, the Board of Education, Alexander Elementary, Khowhemun Elementary, Quamichan School, and Cowichan Secondary School.
- 15.2 In order to facilitate the working group's collaboration, and providing that Cowichan Tribes has obtained parental consent, The Board of Education will provide regularly updated information

to Cowichan Tribes including:

- i) a list of Cowichan Tribes students enrolled in the school district, the schools where they are enrolled;
- ii) a list of the number and nature of Cowichan Tribes students with IEPs placed in Modified or Adapted programs;
- iii) a list of those students who may leave school with an Evergreen Certificate;
- iv) a list of students at risk of becoming Early School Leavers;
- v) a list of Cowichan Tribes students on track for graduation.

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

- a) the membership of the LEA Working Group;
- b) the roles and responsibilities of the LEA Working Group;
- c) an LEA implementation plan which will be reviewed and updated annually, and which will be appended to this Agreement. The implementation plan will articulate the plan to re-engage Early Leavers and supports for students on the path to an Evergreen leaving certificate;
- d) a schedule of meetings to occur throughout the year

16.0 DISPUTE RESOLUTION

16.1 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 Cowichan Tribes and the Board of Education. Should no resolution be possible, the parties agree that the following dispute resolution process will be used.

16.2 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.

16.3 Within five (5) business days of the notice described in Section 16.2 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 16.5.

16.4 If, within ten (10) business days after the meeting described in Section 16.3, 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.

- 16.5 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 16.4, the parties agree to apply to the Mediate BC Society (formerly known as British Columbia Mediator Roster Society), or such other organization or person agreed to by the parties in writing which will appoint a mediator taking into account:
- 16.5.1 The need for the mediator to be neutral and independent,
 - 16.5.2 The qualifications of the mediator,
 - 16.5.3 The mediator's fees,
 - 16.5.4 The mediator's availability, and
 - 16.5.5 Any other consideration likely to result in the selection of an impartial, competent and effective mediator.
- 16.6 The parties agree to participate in mediation in good faith to attempt to resolve the dispute between them.
- 16.7 The parties agree that the mediation will be conducted with the assistance of the Mediate BC Society.
- 16.8 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.
- 16.9 The place of arbitration shall be Duncan, British Columbia, Canada.
- 16.10 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.
- 17.0 TERM & AMENDMENT**
- 17.1 The term of this Agreement will be 5 years, beginning July 1, 2020 and ending June 30, 2025, unless the Parties agree, in writing, to:
- a) terminate the Agreement; or
 - b) renew the Agreement, with or without amendments.
- 17.2 Each Party may suggest improvements and amendments to this Agreement and both Parties agree to discuss such suggestions in good faith with a view to better achieving the purposes of this Agreement.
- 18.0 NOTICES**
- 18.1 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 First Nation:
Attention: Education Director
Cowichan Tribes
5744 Allenby Road
Duncan, BC
V9L 5J1

If to the Board:
Attention: Superintendent
School District 79 Cowichan
2557 Beverley St.
Duncan, BC
V9L 2X3

GENERAL

18.2 This Agreement will be governed by, and construed in accordance with, the laws in force in the Province of British Columbia.


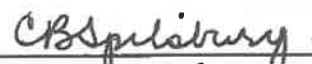


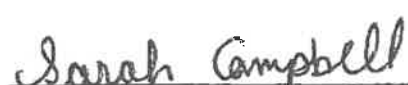

18.3 This Agreement will be to the benefit of, and binding upon, the Parties hereto and their respective successors and assigns.

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

18.5 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 or treaty rights of the First Nation; and
- b) this Agreement is without prejudice to the rights of the Parties with respect to such matters.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first above written.

SIGNED on behalf of the FIRST NATION by its duly authorized Officers	SIGNED on behalf of the BOARD OF EDUCATION
 Chief	 Chairperson – Board of Trustees
 Director of Education	 Superintendent
 Witness	 Witness

APPENDIX A: DEFINITIONS

1.0 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.

“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 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 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, with the purpose of re-engaging the Cowichan Tribes Student and re-establishing strong attendance. The Plan applies where a Cowichan Tribes Student misses more than 50% of scheduled classes and will address academic, behavioural, attendance and any other relevant issues and will include interventions to be undertaken by the school, Cowichan Tribes and parents.

“Early School Leavers” means:

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

“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.

“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 of Education in consultation with FNECS and Canada (formerly the “First Nations Billing Rate”).

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

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

“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 be informed of:

- the assessment procedures to be carried out;
- the information to be collected;
- the intervention that may take place;
- the likely benefits and risks; and
- 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.

“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.

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

"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 Aboriginal ancestry participating in Aboriginal 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 FTE student received from Indigenous Services by Cowichan Tribes, which Cowichan Tribes pays to the Board of Education 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 Cowichan Tribes 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 of Education 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, not at grade level, or is a child in care.