

Memorandum of Understanding (MOU)

Between the

Lyackson First Nation

And

School District No. 79
(Cowichan Valley)

FINAL

July 2020 – June 2024

MEMORANDUM OF UNDERSTANDING BETWEEN
LYACKSON FIRST NATION AND SCHOOL DISTRICT 79

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

BETWEEN:

THE Lyackson First Nation Chief and Council

AND:

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

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

AND WHEREAS Lyackson First Nation places great value on our children and their educational success.

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 Lyackson 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 Lyackson First Nation Chief and Council desires that these services will be respectful and reflective of Lyackson First Nation culture and language

with emphasis on satisfaction and pride for Lyackson First Nation Chief and Council and the Board of Education.

The Parties wish to enter into this agreement to set out processes and content by which they will continue to work together to provide education programs and additional educational service for Lyackson First Nation students who attend schools within School District No. 79 (Cowichan Valley).

1.0 Purpose

- 1.1 This Agreement recognizes and confirms the benefits of Lyackson First Nation Chief and Council and the Board of Education working together for the success of all students, but in particular for the success of Lyackson First Nation students
- 1.2 The agreement identifies accountabilities, responsibilities, communication protocols, between Lyackson 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) Lyackson First Nation families and community have the right to retain shared responsibility for the upbringing, training, education and well-being of their children.
- b) Lyackson First Nation has a central role in the education of their students.

2.2 Lyackson First Nation Students Access to Quality Education

- c) Lyackson First Nation Students must have access to excellent 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.

2.3 Reconciliation & Collaboration in First Nation Education

- d) Lyackson First Nation student education requires collaboration and cooperation with a trusting, respectful relationship, building understanding and being innovative so that all Lyackson First Nation students are supported to achieve successful education outcomes.
- e) The Parties have a shared interest and priority in supporting excellence in education, including supporting Lyackson First Nation students to fulfil their educational potential by having access to and receiving quality education that is respectful and reflective of their unique culture and history.
- f) Curriculum, materials and resources will meaningfully reflect Lyackson First Nations' culture, values, language and traditions, teachings and heritage as approved and determined by Lyackson First Nation Chief and Council or its designate.

2.4 Parental Engagement

- g) Parents are an integral part of the educational journey of each Lyackson First Nation student and as such, must be included in the planning and decisions regarding their child's education.

2.5 First Nation Student Safety

- h) Lyackson 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 Lyackson First Nation students.
- j) Open and effective communication benefits Lyackson First Nation student supports, services and success.

3. Shared Responsibilities

Consistent with the principles and term of this agreement, Lyackson First Nation and the Board 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 Lyackson First Nation students.
- b. Enhance and affirm a strong identity, pride in heritage and healthy self-esteem in Lyackson First Nation and other Indigenous students.
- c. Actively involve Elders and other Lyackson First Nation knowledge keepers in the education of Lyackson First Nation and other Indigenous and non-Indigenous students.
- d. Assess, respect and understand the educational needs of Lyackson First Nation students with their families and /or advocate(s) and deliver individual, personalized services that will meet these needs.
- e. Ensure that supports and services are available for all Lyackson First Nation learners who are involved in the winter longhouse tradition and/or other Lyackson First Nation cultural activities that may for certain periods take them away from attending school. These circumstances shall be reviewed by Lyackson First Nation Chief and Council or designate and the Board of Education or designate to determine supports and/or academic credits that may apply.
- f. Make sure a holistic comprehensive educational plan is developed and implemented for each Lyackson First Nation student that supports any areas of vulnerability with particular attention to the development of strong literacy, numeracy and Core Competencies.
- g. Ensure that each Lyackson First Nation student who is capable, graduates with a **Dogwood Certificate**, ready to pursue any life path they choose including post-secondary education or employment.

- h. Ensure supports and services are available to all Lyackson 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.
- i. Jointly develop a future looking plan with the parent/guardian, student (as appropriate), Lyackson First Nation education staff (with parental consent) 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.
- j. Jointly address student **early leavers** by developing and implementing strategies or programs to re-engage each student and keep them in school, working towards regular attendance and graduation.
- k. Create a plan to engage parents on a regular basis and in an inclusive way.
- l. Co-present to the Board of Education and Lyackson Chief and Council the progress, success and challenges faced during the school year. The reporting will occur in May of each school year on a mutually agreed upon date.
- m. Work together for the recruitment and hiring of Indigenous education staff including support staff, teachers, and administrators.
- n. 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 Lyackson First Nation students:
 - i. From Lyackson First Nation: Chief and Council, Nation manager, senior staff, program staff, parents and students.

- ii. From the Board of Education: Trustees, senior management, administrators (principals, vice-principals), teachers and support staff and the Indigenous Education program staff, district support team, school based teams.
- o. Promote and support regular in-service and professional learning activities focused on developing awareness, understanding, and appreciation for Lyackson First Nation culture, languages, traditions, teaching, and heritage.

3 Board of Education Responsibilities

- 3.1 In accordance with the terms of this Agreement the board agrees to:
 - a. Ensure that Lyackson First Nation students have equitable access to educational programs, including hul'q'umi'um' language instruction;
 - b. Ensure that any learning assessments required are conducted in a timely manner and that early screening of Lyackson 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 Lyackson First Nation students and to make certain that these workers are duly qualified to provide the necessary supports to enhance and engage Lyackson First Nation students with a main objective of meeting their educational goals.
 - d. Explore and identify alternate discipline models such as restorative justice for Lyackson First Nation students, working together with Lyackson First Nation and consistent with the Board of Education Code of Conduct, existing Board of Education conflict resolution practices, policies and Ministerial Order Code of Conduct.
 - e. Once parent consent has been obtained by Lyackson First Nation,

1. Ensure that written notification is provided to Lyackson First Nation with the names of students under this Agreement who are receiving or are eligible to receive Special Education services including learning assistance.
- f. At their request, inform Lyackson First Nation's point of contact identified in Section 4.1c, of Lyackson First Nation student absences from school.

4 Lyackson First Nation Chief and Council Responsibilities

- 4.1 In accordance with the terms of the Agreement, Lyackson Chief and Council agrees to:
- a. Have Lyackson First Nation staff obtain parental/guardian written consent to act on behalf of and represent Lyackson First Nation students pursuant to the terms of this agreement.
 - a) Promote the active participation and involvement of Parents and other community members of Lyackson 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;
 - b) Provide the Lyackson First Nation Board Room or other facility, subject to availability, for meetings between parents and teachers.
 - c) Provide a point of contact for the Board of Education.

5 Joint Working Group

- 5.1 The Board of Education and Lyackson First Nation Chief and Council will form a staff Joint Working Group within 20 days of the signing of the Agreement. The Joint Working Group will include the district lead for Indigenous Education, the principal of Chemainus Elementary Community School and the principal of Chemainus Secondary School, and the Lyackson First Nation lead for Education. Other individuals

may be invited to the meetings as needed. The district will act as secretariat for these meetings, preparing agendas and recording minutes. The group will meet in September of each year where the meeting dates and locations will be set.

- 5.2 The overall purpose of the working group will be to coordinate the implementation, monitoring, and progress reporting of this Agreement.
- 5.3 Lyackson First Nation Chief and Council and the Board of Education agree additional services or programs not contemplated by this Agreement may be provided by the Board of Education if Lyackson First Nation Chief and Council and the Board of Education agree to the terms and the costs for such services or programs.

6 Termination and Default

- 6.1 Either Lyackson First Nation or the Board of Education may terminate the Agreement for any reason by providing the other party written notice by March 31 in any year to be effective the following August 31.
- 6.2 Once this Agreement has been terminated, obligations of Lyackson First Nation Chief and Council and the Board to each other, will cease subject only to federal and provincial legislation and regulations.

7 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 Lyackson First Nation Chief and Council and the Board of Education. Should no resolution be possible, the parties agree that the following the dispute resolution process will be used.

- 7.1 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.
- 7.2 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.
- 7.3 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.
- 7.4 The parties may jointly appoint a mutually acceptable mediator. If the parties are unable to agree upon the appointment of a mediator within ten (10) business days after the notice in Section 9.3, the parties agree to apply to the Mediate BC Society (formerly known as British Columbia Mediator Roster Society), or such other organization or person agreed to by the parties in writing which will appoint a mediator taking into account:
 - g. The need for the mediator to be neutral and independent,
 - h. The qualifications of the mediator,
 - i. The mediator's fees,
 - j. The mediator's availability, and
 - k. Any other consideration likely to result in the selection of an impartial, competent and effective mediator.
- 7.5 The parties agree to participate in mediation in good faith to attempt to resolve the dispute between them.
- 7.6 The parties agree that the mediation will be conducted with the assistance of the Mediate BC Society.

- 7.7 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.
- 7.8 The place of arbitration shall be Vancouver, British Columbia, Canada.
- 7.9 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.

8 Term

- 8.1 This agreement will be in effect for the 2020 - 2021 school year and will continue until the end of the 2023 - 2024 school year unless terminated earlier as provided in this agreement.
- 8.2 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.
- 8.3 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.

9 Notice

- 9.1 Any notices or communications 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:

Lyackson First Nation Education
7973 Chemainus Road
Chemainus, B.C.
V0R 1K5
Email:
Attention:

In case of communication with the Board

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

10 General

- 10.1 The Board of Education and Lyackson First Nation Chief and Council each reserve the right to delegate the implementation of this agreement to one or more of their employees.
- 10.2 This Agreement will be governed by and construed in accordance with the law in force in the Province of B.C.

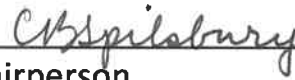
IN WITNESS WHEREOF Lyackson First Nation Chief and Council and the Board of Education have caused this Agreement to be executed by their duly authorized representative and signatories as of _____, 2020

Lyackson First Nation:

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



Chief,
Lyackson First Nation Elected Council



Chairperson,
School District No. 79



Director of Administration,
Lyackson First Nation Elected Council



Superintendent of Schools,
School District No. 79

APPENDIX A: DEFINITIONS

1.0 DEFINITIONS

The following definitions apply to the Agreement:

“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 School Leavers” means:

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

“Lyackson First Nation Student” means a student who is a registered member of Lyackson First Nation.

“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;

