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Introduction

The negotiation and adoption of this Local Education Agreement (LEA) provides a significant opportunity for Halalt First Nation Elected Council and School District 79 Cowichan Board of Education to focus attention on improving educational outcomes for Halalt First Nation students and on developing the relationship necessary to accomplish that mutual goal.

The gap in educational outcomes between First Nation Students and non-First Nation students is a persisting legacy of colonialism, and concerted efforts and proactive measures are required to ensure academic success for all First Nation students. This will contribute to reconciliation in education.

The Truth and Reconciliation Commission's 94 Calls to Action and the United Nations Declaration on the Rights of Indigenous Peoples provide a framework for reconciliation for the Board of Education. This requires the parties to work together to change policies, practises and programs in School District 79 in a concerted effort to repair the harm caused by residential schools and the ongoing process of reconciliation.

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2.2 Halalt First Nation Students Access to Quality Education

c) Halalt First Nation Students must have access to educational

- h) Halalt First Nation students have a right to feel safe at school, including safety from racism (students and staff), indifference, bias, marginalization, bullying and stereotyping.

2.6 Shared Accountability and Data-Sharing

- i) Timely and relevant data is required to inform decision-making to support Halalt First Nation students.
- j) Open and effective communication (by way of Terms of Reference between Halalt First Nation Elected Council and the Board of Education) benefits Halalt First Nation student supports, services and success.

3. Shared Responsibilities

- 3.1 Consistent with the principles and term of this agreement, Halalt First Nation Elected Council and the Board of Education will continue

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becoming an early leaver and those who have become early leavers by developing and implementing strategies or programs to re-engage each student and keep them in school, working towards regular attendance and graduation.

- I. That the Board of Education and Halalt First Nation Elected Council will create a plan to engage parents on a regular basis and in an

4 Board of Education Responsibilities

4.1 In accordance with the terms of this Agreement the Board of Education agrees to:

- a. Ensure that Halalt First Nation students have equitable access to and high levels of student success in

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March in any year in which case this Agreement will end on the following August 31st.

11 Notice

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

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

In case of communication with the Board of Education

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

12 General

12.1 The Board of Education and Halalt First Nation Elected Council each reserve the right to delegate the implementation of this agreement to one or more of their employees.


12.2 This Agreement will be governed by and construed in accordance with the law in force in the Province of B.C.

12.3 This Agreement will be to the benefit a, ... Z, Qv PZ&Q' x, ... Q. €

IN WITNESS WHEREOF Halalt First Nation Elected Council and the Board of Education have caused this Agreement to be executed by their duly authorized representative and signatories as of July 1, 2020

HALALT FIRST NATION:

THE BOARD OF EDUCATION
DISTRIC Ef



Director of Administration



APPENDIX A: Student Success Definition

Halat First Nation Student success means having a strong identity, healthy self-esteem and pride **in** family, community and culture. Student success means meaningful engagement **in** school through strong relationships within the school community and physical, intellectual, social/emotional and spiritual

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

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

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

"Parent" means, in respect of a student:

- the guardian of the person of the student;
- the person legally entitled to custody of the student; or
- the person who usually exercises parental control over the student.

