

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 its children and their~~

[REDACTED]

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

[REDACTED]

1.0 Purpose

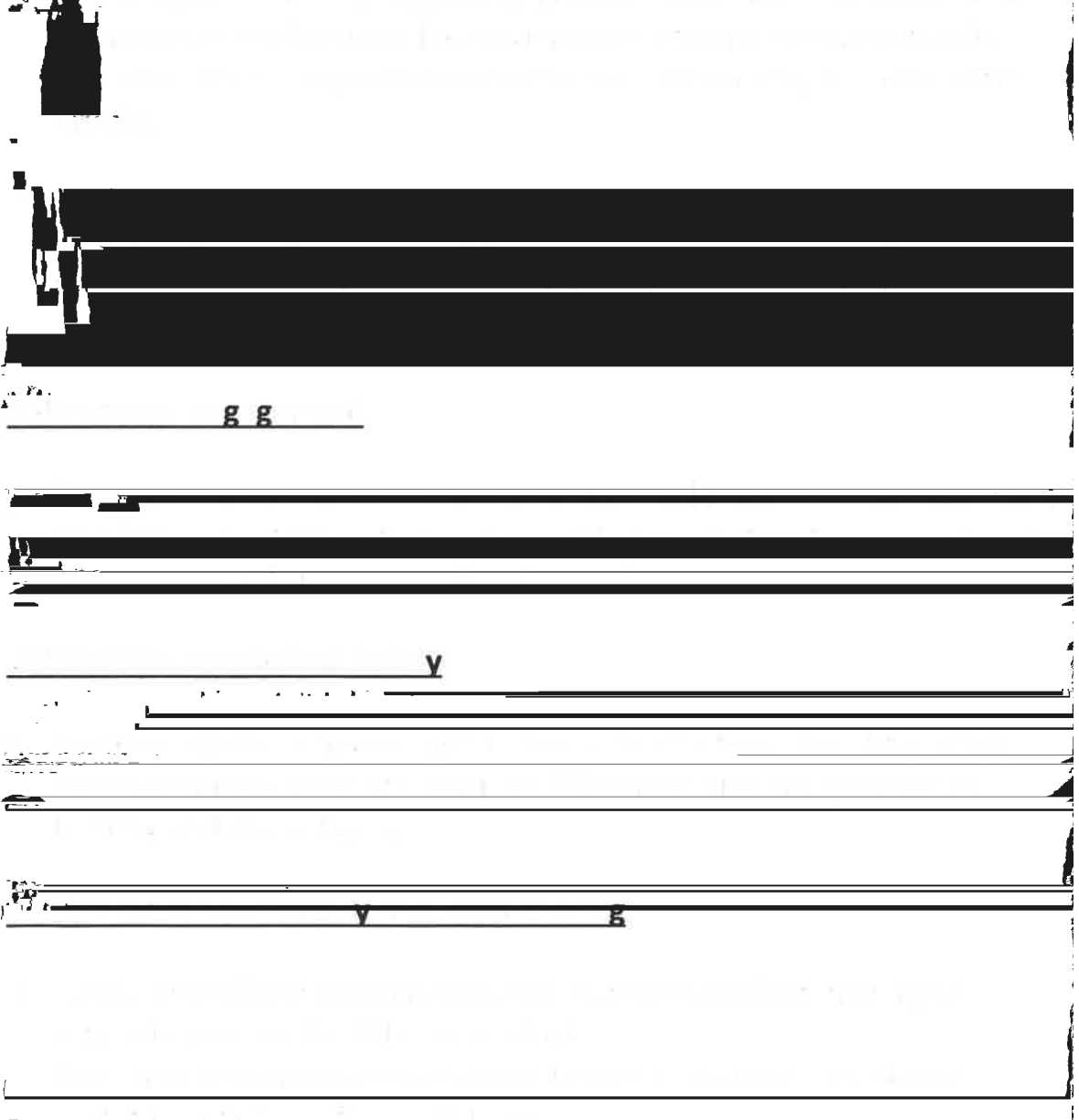
1.1 This Agreement recognizes and confirms the benefits of Lyackson First Nation Chief and Council and the Board of Education working

[REDACTED]

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 achieve



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

[REDACTED]

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

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Indigenous and non-Indigenous students

[REDACTED]

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.

[REDACTED]

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

[REDACTED]

(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 [REDACTED]

ii. From the Board of Education: Trustees, senior

~~management, administrators (principals, vice principals)~~

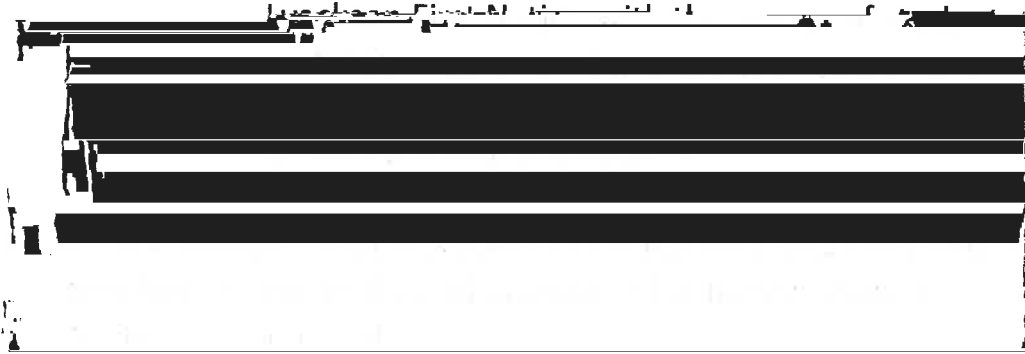
teachers and support staff and the Indigenous Education program staff, district support team, school based teams.

- o. Promote and support regular in-service and professional learning

~~activities focused on developing awareness, understanding, and~~

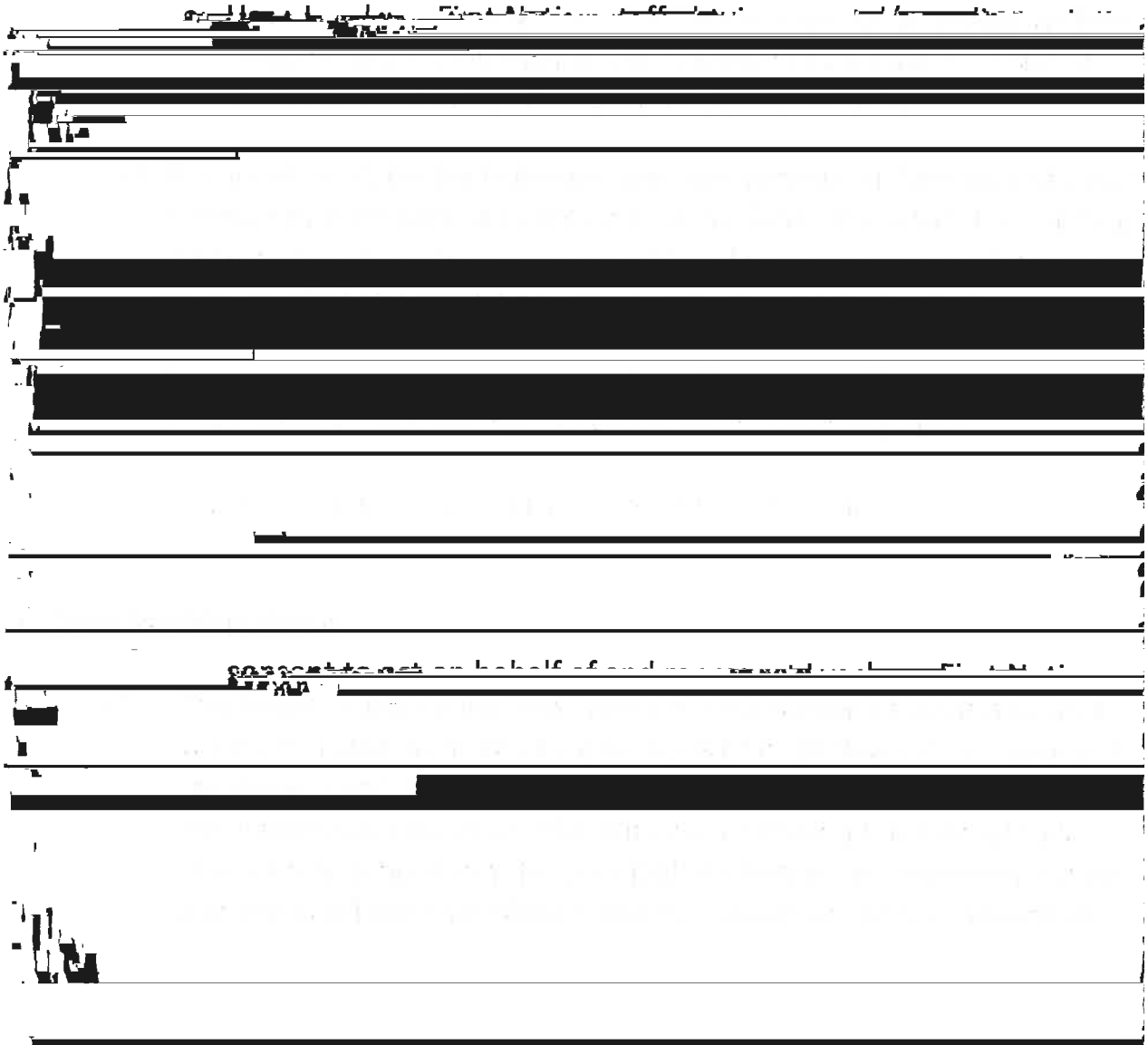
appreciation for Lyackson First Nation culture, languages, traditions, teaching, and heritage.

1. Ensure that written notification is provided to



4 Lyackson First Nation Chief and Council Responsibilities

4.1 In accordance with the terms of the Agreement, Lyackson Chief and Council agrees to:



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.

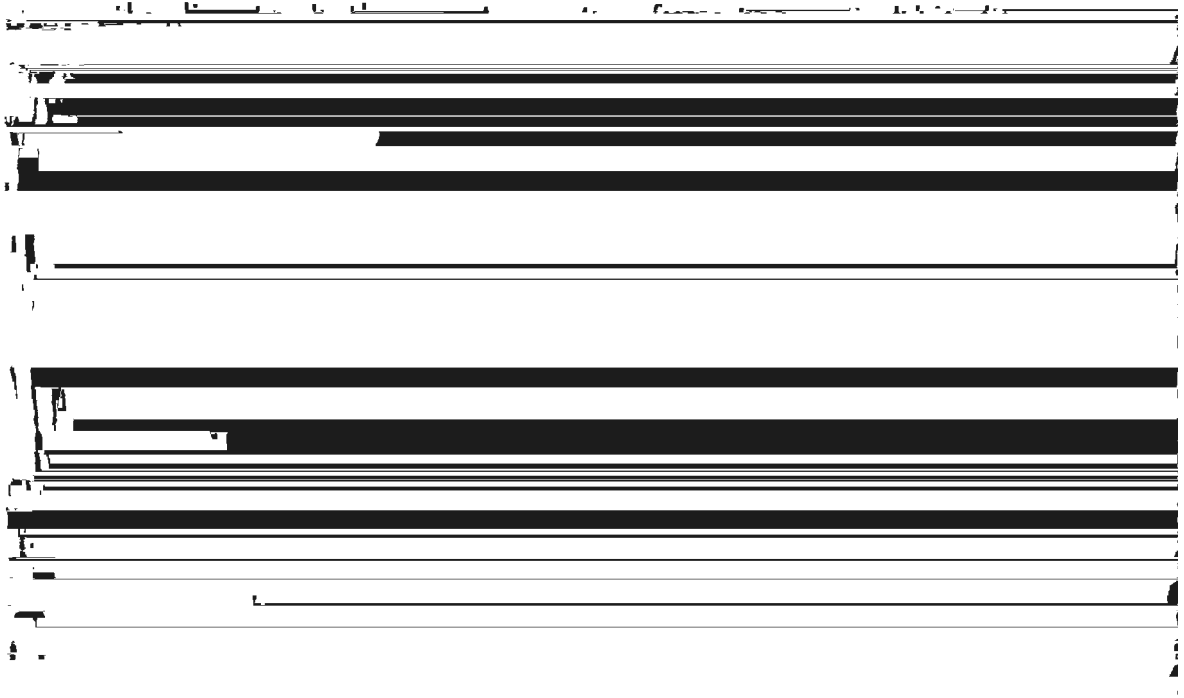
5.3 Lyackson First Nation Chief and Council and the Board of Education

[REDACTED]

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.

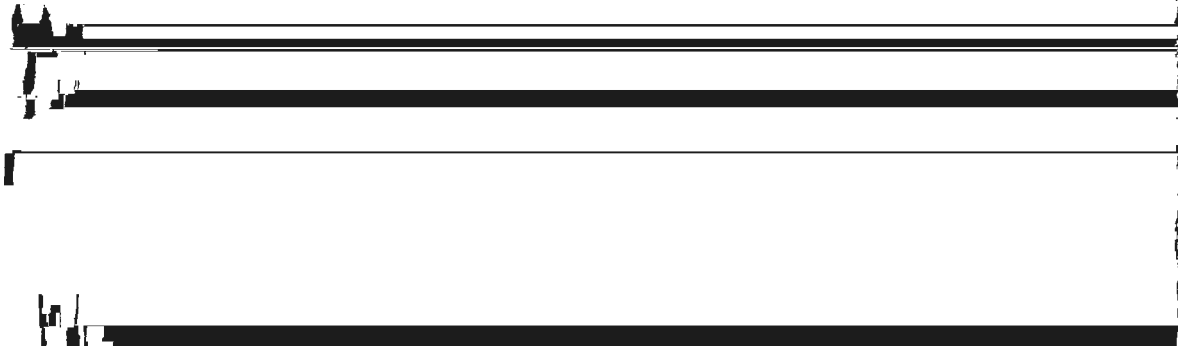
7.1 One party must provide notice in writing to the other party indicating that it intends to use the dispute resolution process to resolve a dispute and provide details of this dispute.

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



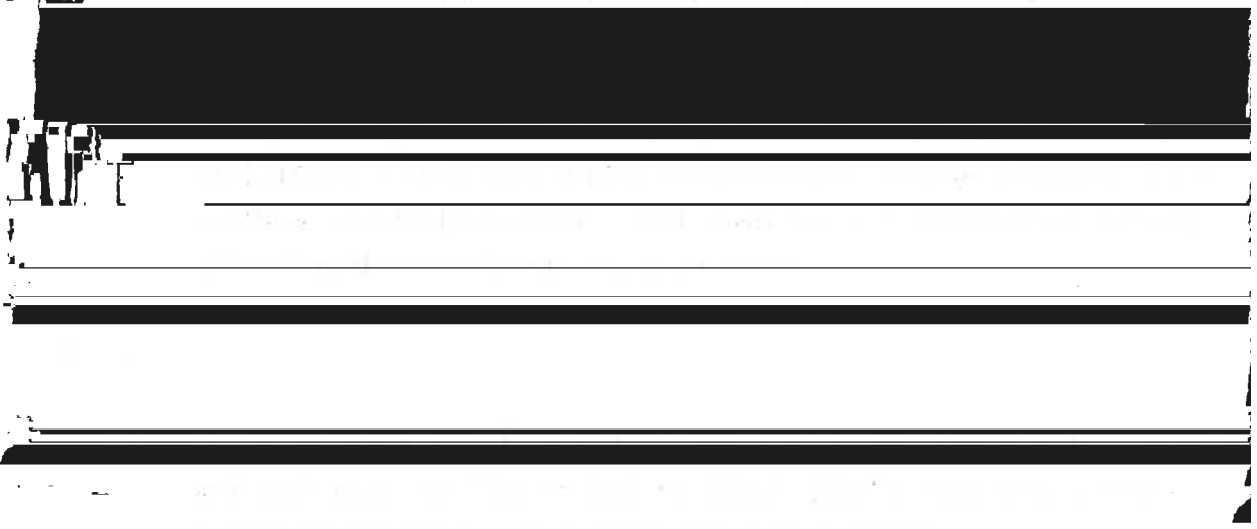
timelines, the other party may refer the dispute to mediation as set out in Section 9.3.

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



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

Lyackson First Nation Education
[Redacted]

7973 Chemainus Road
Chemainus, B.C.

In case of communication with the Board

Board of Education of School District No. 79 (Cowichan Valley)
2557 Beverly Street

[Redacted]

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10.1 The Board of Education and Lyackson First Nation Chief and Council

[Redacted]

Lyackson First Nation:

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

Pahlaickten R. Williams
Chief,
Lyackson First Nation Elected Council

C. Spilsbury
Chairperson,
School District No. 79

Shannon
Director of Administration,
Lyackson First Nation Elected Council

C. Spilsbury
Superintendent of Schools,
School District No.

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.

