# **LOCAL EDUCATION AGREEMENT**

July 1, 2022 - June 30, 2027



MALAHAT NATION, as represented by the Malahat Nation Chief and Council

AND

**COWICHAN VALLEY** 

School District

The BOARD OF EDUCATION OF SCHOOL DISTRICT #79 (COWICHAN VALLEY)

THIS AGREEMENT made and entered into this 1st day of July, 2022 shall be effective for 5 years, ending on the 30th day of June, 2027.

**BETWEEN:** 

#### THE MALAHAT NATION

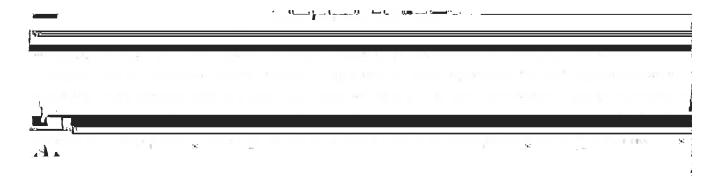
<u> ۱۱۰ ماداه ۱۳۸ مطدامهای، ۱۳۸ مونوسوما)،</u>

AND:

#### THE BOARD OF EDUCATION

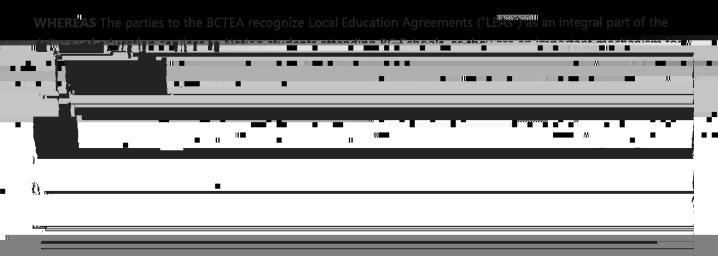
#### **COWICHAN VALLEY SCHOOL DISTRICT NO. 79**

(hereinafter called the "Board")

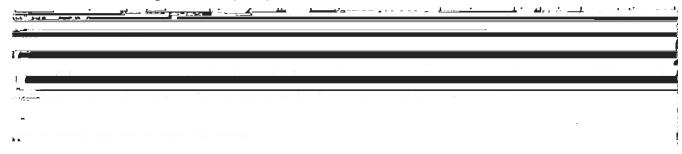


# WHEREAS On July 1, 2018, the Province of British Columbia, the Government of Canada and the Nations Education Steering Committee entered into the RC Tripartite Education Agreement ("BCTEA"), agreeing to work

where they live or are enrolled in school in British Columbia, through the provision of high quality and culturally relevant elementary and secondary educational programs and services, and supported by funding that is responsive to unique needs of Nation Students, Nation 9chools and continuities;



WHEREAS The Parties agree that the principals, teachers and other staff in BC Public Schools have a central and



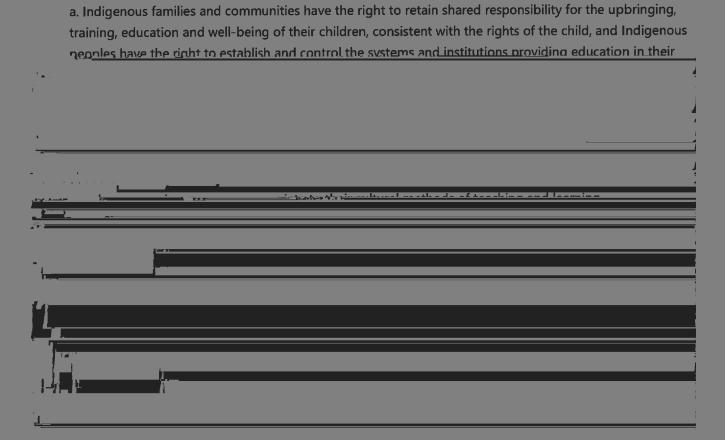
### 1. PURPOSE

1.1. The Parties agree that the purposes of this Agreement are to:



## 2. GUIDING PRINCIPLES

2.1 Nation's Central Role in Nations Education



employment and life choices.

#### 2.3. Reconciliation & Collaboration in Nation Education

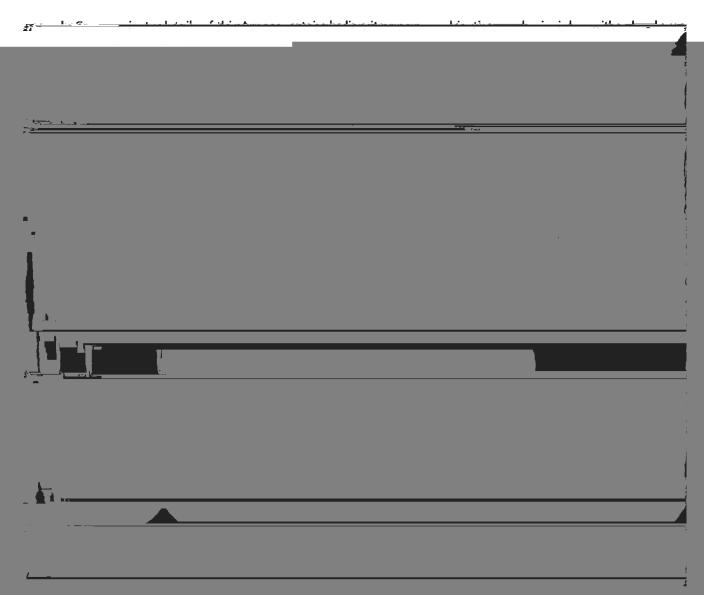
a. The gap in educational outcomes between Nation Students and non-Nation students is a persisting legacy of colonialism, and concerted efforts and proactive measures are required to eliminate this gap and contribute to reconciliation in education.

<u></u> -	h.The Parties have a shared interest and priority in supporting excellence in Nation education including
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a. Nation Students have a right to feel safe at school, including safety from racism (students and staff), indifference, bias, marginalization, bullying and stereotyping, and the School District has an obligation to keep them safe.

b. Nation Students should not be separated from their peers based on their race or culture as this inevitably causes marginalization and bullying.

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for both Nations and boards of education regarding Nation's education in the BC Public Schools.	
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personnel, in particular principals and teachers:

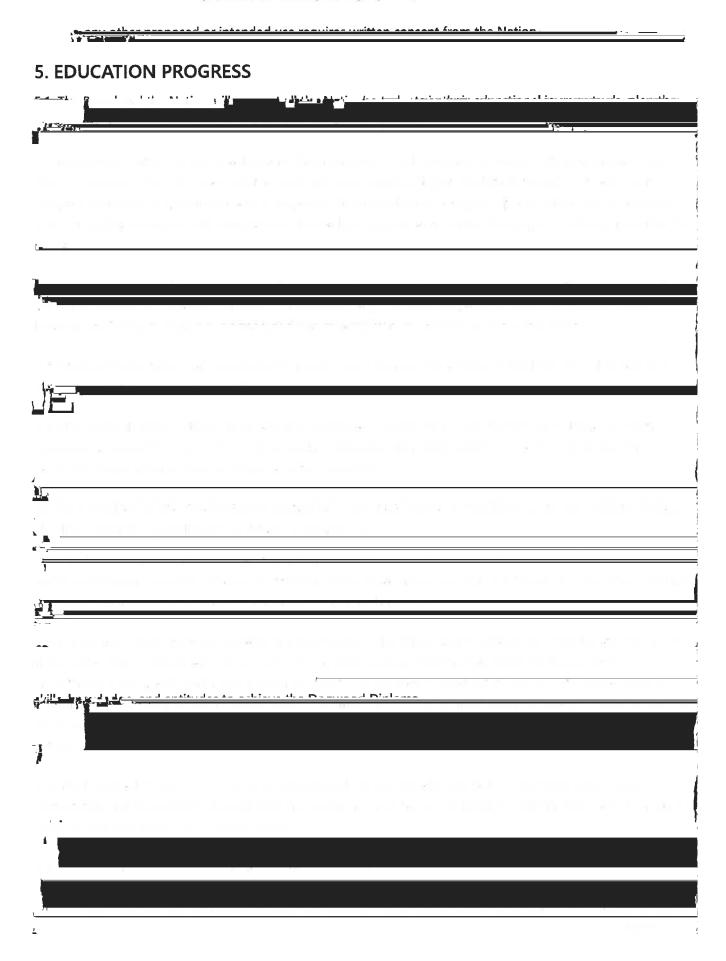
- i. Communicate a detailed summary to the Nation of the Board's spending of Targeted Indigenous Education Funding on Indigenous Education Programs and Services as identified through the direct involvement of Indigenous communities working with the Board to support the success of Indigenous Students;
- j. In coordination with the Nation, educate Parents about the implications of providing consent to share information and their ability to appoint a representative to act on their behalf;
- k. In coordination with the Nation, have regular meetings between Parents, teachers and/or students in a location that acknowledges the historic trauma of residential schools;
- I. Work with the Nation to develop and implement an attendance protocol and keep Nation Students in school;
- m. In the case of an Early School Leaver, work with the Parents and the Nation to collaborate on a plan that

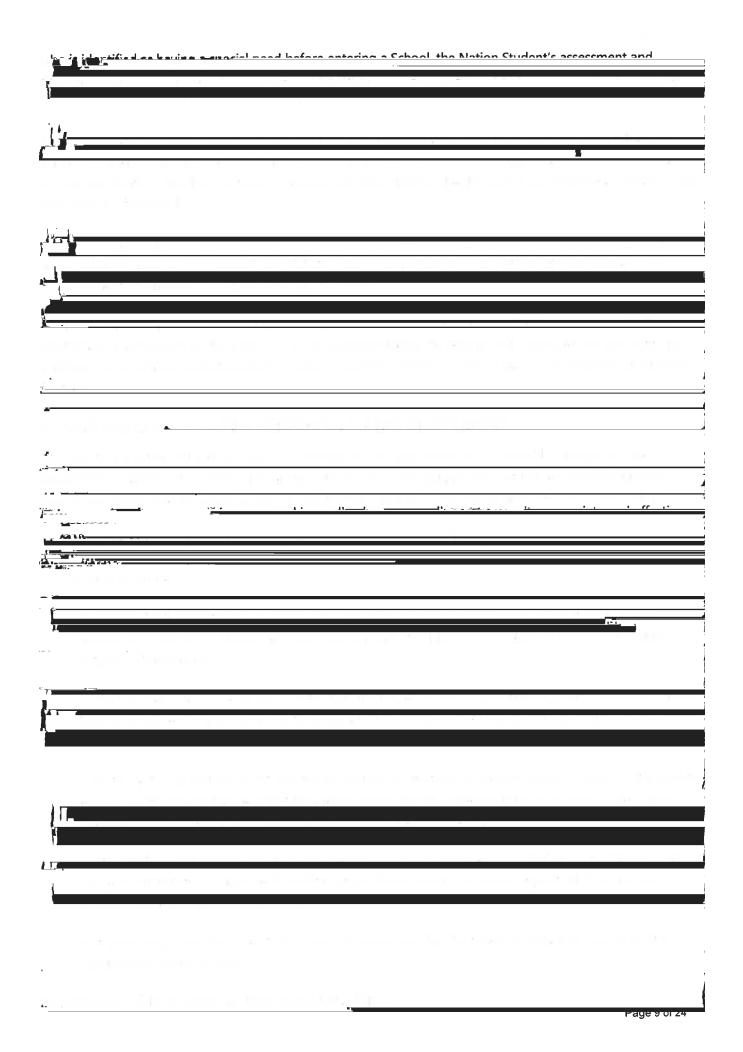
g. Actively involve, support, and ensure an awareness of this agreement, its deliverables, and responsibilities to Nation Staff and Parents.

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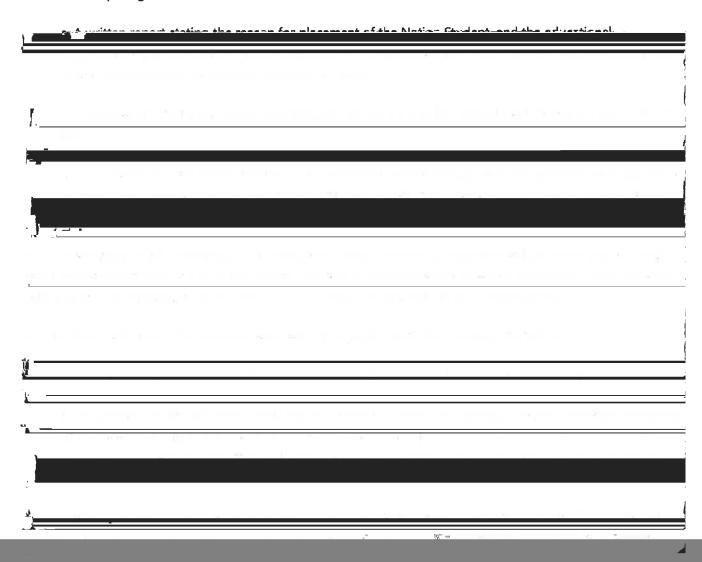
4. EDUCATIONAL RESOURCES

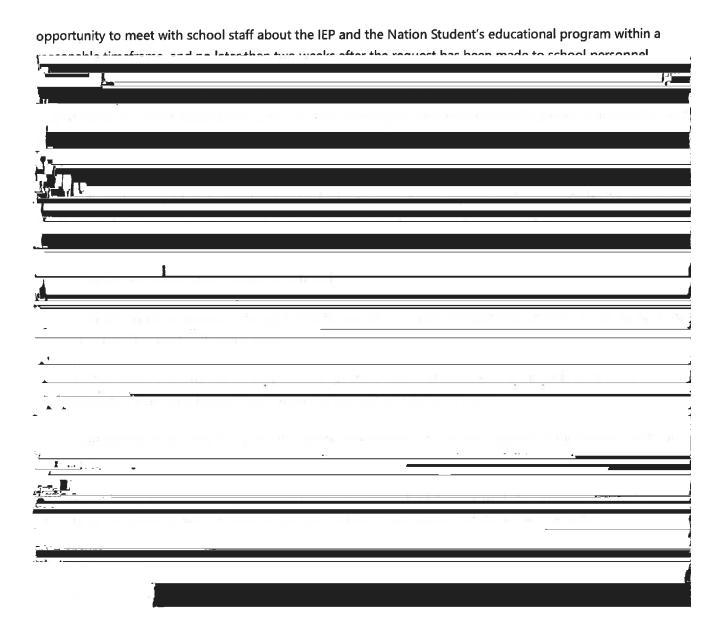
b. the use of such information is intended to be for instructional purposes only at a local level and for the school district's staff's professional development purposes; and





- 8.1. As soon as practical after a Nation Student has been identified having diverse abilities or a disability:
  - a. Appropriate supports and services will be identified in order to ensure that the Nation Student obtains an education that is most appropriate for their needs, and in regular classroom environments as much as possible;
  - b. The assessment results and educational services to be provided to the Nation Student will be outlined in an Individual Education Plan (IEP), which must be completed with the parent for the purpose of assisting school staff to provide supports and services for the Nation Student and educating the student on all possible supports available;
  - c. A Nation 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. The IEP will be structured to provide students with the opportunity to gain skills to ensure maximum success post-graduation;





- c. Concluded, where it is determined that the Nation Student no longer requires an IEP.
- 8.9. For greater certainty, the Parties agree that an IEP will only be put in place under sections 8.1 and 8.2 and it will only be updated, revised or concluded under section 8.8 where the prior Informed Consent of the Parent has been obtained.
- 8.10. The Parties agree that, in the case of all special education categories that are consistent, individual education plans for Nation Students with special needs will be recognized and used as part of the planning process when those Nation Students transition between Nations Schools and Schools.

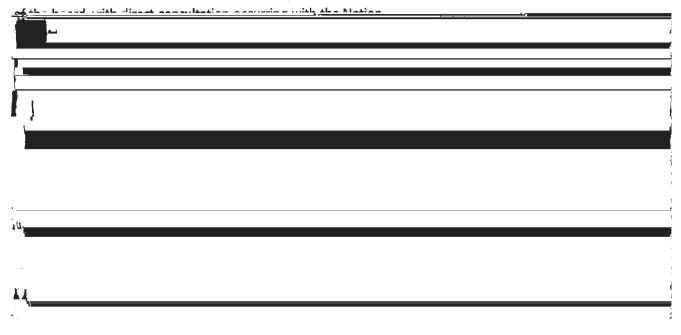
#### 9. VULNERABLE STUDENT PLACEMENT

9.1. The Board will ensure that School(s) work with Parents and the Nation to identify Vulnerable Students and, where identification of a Nation Student as a Vulnerable Student is supported by evidence and demonstrated need, that an Individual Learning Plan (ILP) will be created with parental consent and involvement, and regularly reviewed for that Nation Student.

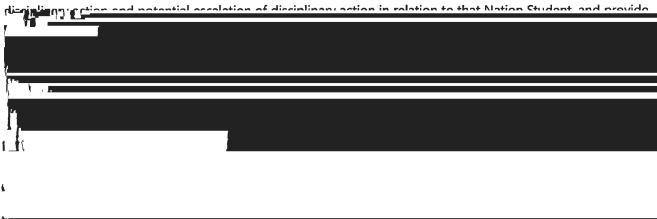
- 10.1. The Board will ensure appropriate learning plans and supports are identified and provided for Children in Care.
- 10.2. The Board will ensure there is a designated contact at each school as the primary point of contact for Children in Care at their respective schools.
- 10.3. The Nation will ensure that a case manager is assigned to all Children in Care who will follow, track, and coordinate communications with social workers, care givers, school personnel, and the Board on a regular basis.
- 10.4. The Parties will work with supporting agencies, specifically Kw'umut Lelum or other appropriate agencies, to ensure necessary supports are implemented to assist Nations Students who are Children in Care. This should include regular meetings between all involved Parties.

#### 11. STUDENT CONDUCT

11.1. Expectations for Nation Student conduct shall be in accordance with the School Act and Regulations, the code of conduct for each school as approved by the Board, and the appeals bylaws, policies and/or procedures



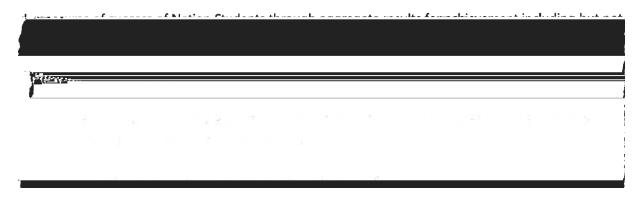
11.2. With written consent of a Nation Student's Parent, the Board or designate will notify the Nation of



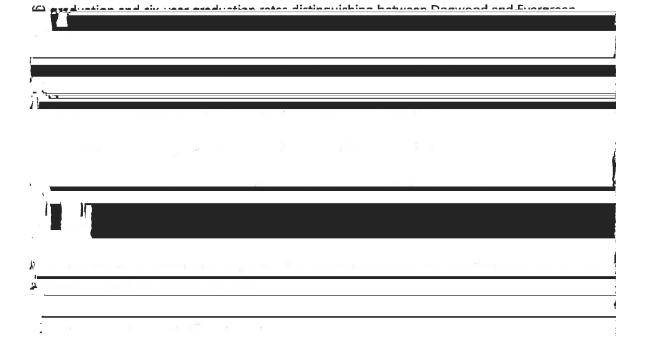
respect by all School District staff and contractors for the Nation's unique languages, culture and history through its policies, practices, plans, curriculum and instruction. The Board will provide annual updates on the progress of this endeavor.

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- a. Progress of the implementation of the LEA successes, challenges and anything else relevant to the success of the Agreement.
- b. financial reports related to this Agreement, which are prepared by the Board in the regular course of its operation and which include a copy of the audited financial statements;
- c. a complete financial report on the Targeted Indigenous Education Funding, Additional Funding and Special Education Funding, including ELL, which includes:
  - (1) the number of staff employed using Targeted Indigenous Education Funding, Additional Funding and Special Education Funding and designated to work with Nation Students;
  - (2) the proportion of the staff's time spent working directly with Nation Students; and
  - (3) the staff's duties and responsibilities;



- (4) grade to grade transition rates;
- (5) student retention rates;

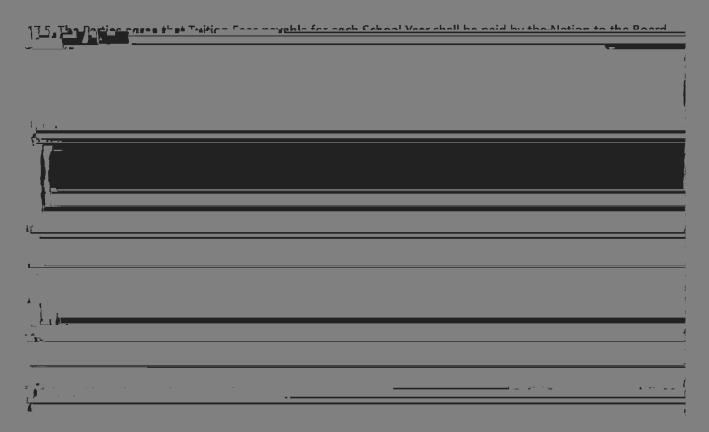


# (14) number of Nations' Kindergarten students requiring extra supports

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Indigenous Services for the Tuition Fees of the Nation's Students according to the approved Nations Student Rate and approved Nominal Roll. Unless otherwise agreed, the Nation will not be responsible for paying any amounts for which it does not receive funding from Indigenous Services, or which exceeds the Nation Student Rate.

- 17.4. The Parties agree the September 30th Nominal Roll enrolment will be verified by:
  - a. the Nation authorized representative
  - b. the Board authorized representative



a. a Nation Student has withdrawn from school during the month ending one month before the payment due date; or

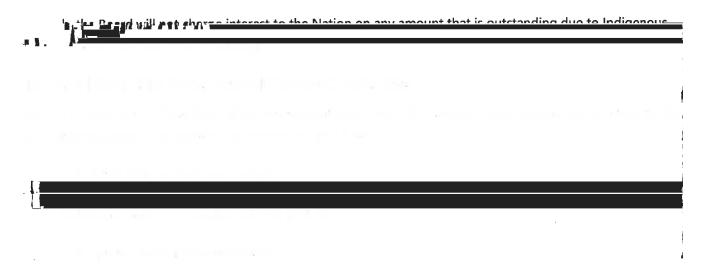


#### 17.9. Early Leavers

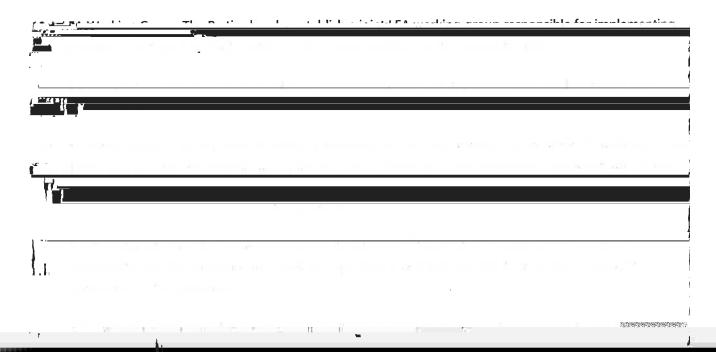
- a. If a student attends less than 50% of the school year, the Nation will retain \$2,000.00 per student with a minimum amount of \$5,000.00 and a maximum of \$10,000.00 to be placed in the Early Leaver Fund.
- b. In the event there are 3 or more Early Leavers in a given year the LEA Oversight Team will convene to Page 16 of 24

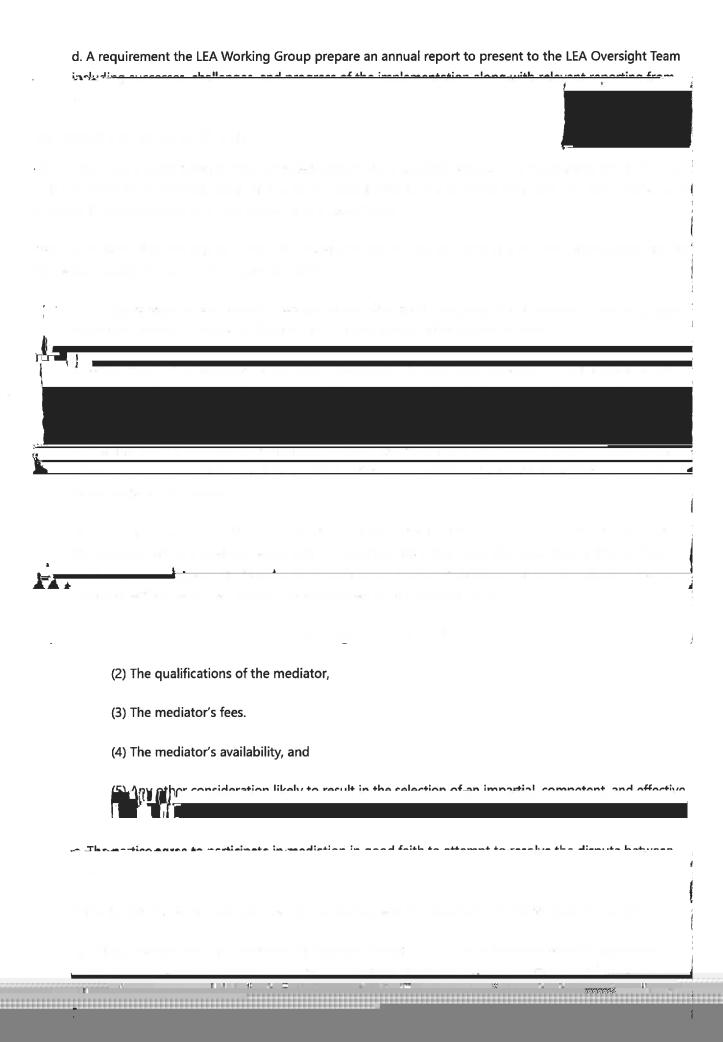
analyze why this occurred and do everything in its power to prevent reoccurrence.

- 17.10. The Parties agree that additional services or programs not contemplated by this Agreement may be provided by the Board through agreement by the Parties on the terms and costs for such service(s) and/or program(s).
- 17.11. Where Indigenous Services Canada is late in providing Tuition Funding to the Nation:
  - a. the Nation will notify the Board of the delay in receiving ISC funding; and



- d. Any other individuals approved by the Oversight Team to attend meetings.
- 18.2. The LEA Oversight Team will meet annually to review the report issued by the LEA Working Group.
- 18.3. The LEA Oversight Team will meet at either party's request upon receiving reasonable notice.



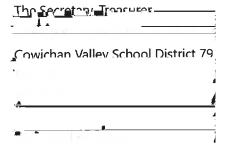


to its rules.

h. The place of arbitration will be Victoria, BC.

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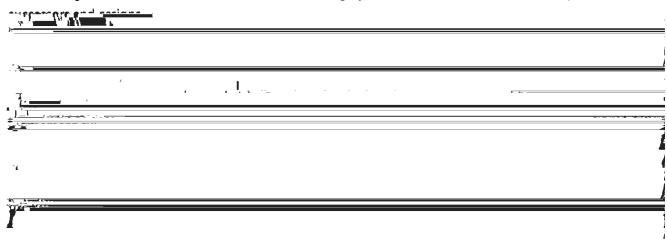
If to the Board:



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

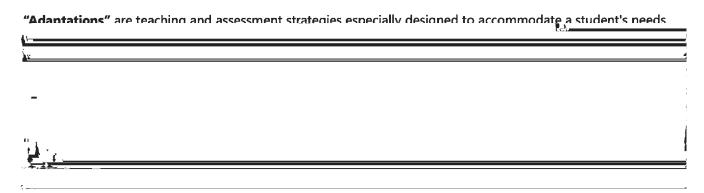
British Columbia.

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



#### APPENDIX A: DEFINITIONS

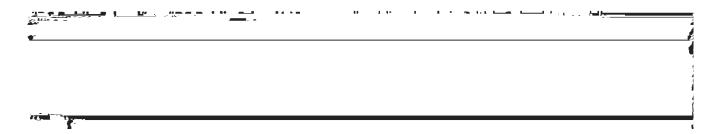
The following definitions apply to the Agreement:



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.

"Attendance Protocol" means an attendance procedure carried out at the schools in the District, which outlines the recording of attendance of students and the approach to excused and unexcused absences with the overall purpose of encouraging strong attendance necessary for success in schools.

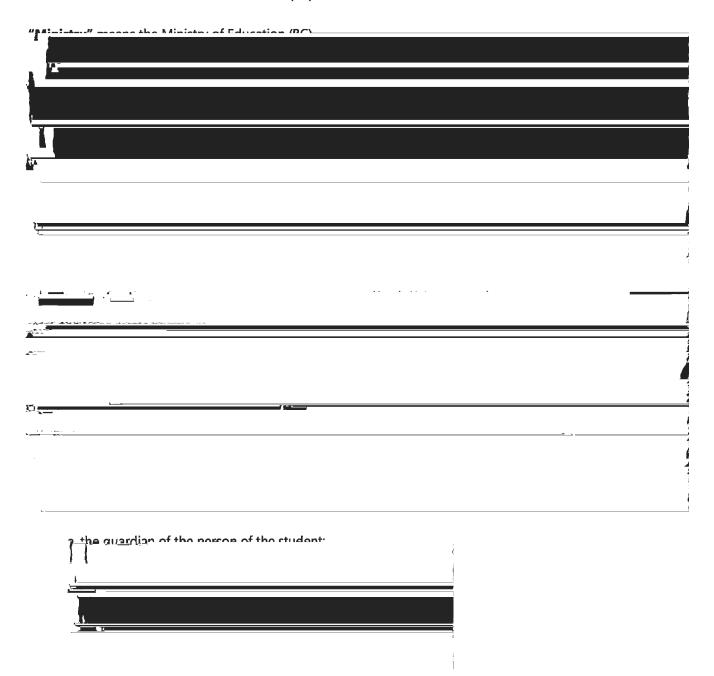


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- a. the assessment procedures to be carried out;
- b. the information to be collected;
- c. the intervention that may take place;
- d. the likely benefits and risks; and
- e. the option to refuse or withdraw at any time,

and be provided meaningful opportunity to provide input into the assessment and placement or education referral decision.

"Minister" means the Minister of Education (BC).



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# Signed on behalf of:

#### The Board

