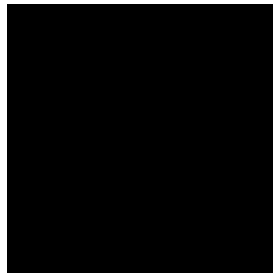


LOCAL EDUCATION AGREEMENT

**The SONGHEES NATION OF THE LEKWUNGEN PEOPLES, as
Represented by the Songhees Nation through its Chief and Council**



AND

**The BOARD OF EDUCATION OF SCHOOL DISTRICT #61
(GREATER VICTORIA)**



July 1, 2020 to June 30, 2025

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3.2 The Nation agrees:

- a) To establish and grow a positive and collaborative working relationship based on open, regular and effective communication;
- b) To create, improve and foster a learning environment, at all levels of the school system, that establishes high expectations of all students and that maximizes the Nation students' learning by helping them feel safe and comfortable and by nurturing a strong sense of belonging in the school and communities;
- c) To have the Nation students attend school on time and be ready to learn;
- d) To promote a greater understanding, awareness and respect for the Nation's history, language and culture among staff and students;
- e) To increase the number and percentage of the Nation's students that meet or exceed the prescribed BC Ministry of Education Learning Outcomes in literacy, numeracy, and writing;
- f) To increase the number of the Nation's students who make successful grade to grade transitions, particularly at grade levels at which there tends to be a greater likelihood of, or vulnerability for, failing to make grade to grade transitions;
- g) To increase graduation rates and eligibility for post-secondary training, and develop students' skills that will assist in the development of their communities.

3.3 The Board agrees to be guided by the goals of the School District's Strategic Plan 2020-2025:

Goal 1: Create an inclusive and culturally responsive learning environment that will support and improve all learners' personal and academic success.

Strategy 1: Develop and support high quality learning opportunities through the implementation of curriculum in order to improve student achievement.

Strategy 2: Engage and collaborate with students, families and School District staff to provide an inclusive learning environment that will enhance and support student learning, identities and well-being.

Strategy 3: Address the inequity of outcomes for diverse learners in literacy, numeracy, engagement and completion rates.

Goal 2: Create a culturally responsive learning environment that will support Indigenous learners personal and academic success.

Strategy 1: Critically examine personal and systemic biases, attitudes, beliefs, values and practices to increase student and staff understanding and appreciation of Indigenous worldviews, histories and perspectives.

Strategy 2: Engage and collaborate with local Nations, Indigenous educators, Indigenous community leaders, Elders and families to enhance Indigenous student learning and well-being and identity.

Strategy 3: Address the inequity of outcomes for Indigenous learners in literacy, numeracy, attendance and graduation rates.

Goal 3: Create an inclusive and culturally responsive learning environment that will support all learners’ physical and mental well-being.

Strategy 1: Continue to provide professional learning opportunities to all staff in K-12 to further support implementation of social emotional learning, physical literacy and mental health literacy that improves outcomes for students and classrooms.

Strategy 2: Work in collaboration with Ministry of Children and Family Development (MCFD) to provide joint educational planning and support for children and youth in care that helps develop the child’s personality, talents and mental and physical abilities to the fullest for current and future success.

Strategy 3: Engage and collaborate with families to encourage awareness of and engagement in physical literacy and mental health literacy that improves outcomes for students in classrooms and at home.

Strategy 4: Address the inequity of opportunity for all learners to maximize physical health and mental well-being.

4.0 RESPONSIBILITIES & COMMITMENTS

4.1 The Board agrees to:

- a) Ensure that the Nation’s

- f) Communicate details of this Agreement, including its purpose, objectives and principles, with school personnel, in particular principals and teachers;
- g) Give direction to principals regarding the implementation of this Agreement, as appropriate;
- h) Communicate with the Nation on the use of Targeted Aboriginal Education Funding;
- i) Provide an annual contract, the amount to be specified in each annual contract, for the hiring of a:
 - i. Songhees Nation Education Liaison for the purpose of school liaison, as specified in the annual contracts; and
 - ii. Songhees Nation Student Facilitators who will work in Craigflower Elementary School, Shoreline Community Middle School and Esquimalt High School, as specified in the annual contracts.

4.2 Wherever this Agreement provides that a school will perform any obligation under this Agreement, the Board will provide direction to the superintendent, principals, teachers, and other school staff as needed to fulfil that commitment.

5.0 EDUCATIONAL CURRICULUM & RESOURCES

5.1 The Parties agree to implement the BC curriculum as revised, to integrate First Peoples Principles of Learning, authentic Indigenous resources, diverse learning experiences including land based education and traditional ecological knowledge:

5.2 Consistent with Article 31 of UNDRIP, the Parties agree that:

- a) The Nation retains intellectual property rights and copyrights of any curriculum content developed in collaboration and cooperation with them regarding their language, cultural heritage, traditional knowledge and 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 professional development purposes; and
- c) Any other proposed or intended use requires written consent from the Nation.

6.0 EDUCATION PROGRESS

end of the year to evaluate progress. Parents/guardians will receive of a copy of the IEP, and with consent a copy will be sent to the Nation.

9.0 VULNERABLE STUDENT PLACEMENT

9.1 The Board will ensure that schools 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.

10.0 CHILDREN IN CARE

10.1 The parties will collaborate and share responsibility to support and promote success at school for the Nation's Children and Youth in Care (CYIC).

10.2 The Board will ensure a school plan is developed that supports literacy, numeracy, social emotional learning and cultural connections.

10.3 The Board will ensure that a case manager is assigned to follow, track and coordinate communication with social workers, care givers, school personnel and the Nation on a regular basis.

11.0 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 of the Board, with due consideration given to any recommendations on policy provided by the Nation.

11.2 With written consent of the Nation, student's parent, the Board will notify the Nation of disciplinary action and potential escalation of disciplinary action in relation to the Nation student, and provide to the Nation a copy of all correspondence related to the discipline of a Nation student by the school administrator.

11.3 The Board will direct schools to take a team approach with the Nation's Education representatives when dealing with general disciplinary issues involving Nation students.

12.0 STUDENT SAFETY

12.1 The Board will share with the Nation any policies, practices, schools' code of conduct and other appropriate measures 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).

13.0 HUMAN RESOURCES

13.1 The Board will ensure that the

(HAWD) Report to the Nation and parents and legal guardians of Nation students each November.

16.0 COMMUNICATION

- 16.1 The Parties recognize the need for excellent communication and will establish agreed upon means for the successful and effective implementation of this Agreement, which may include, but not be limited to, regularized meetings and contact through newsletters and other correspondence, as appropriate.
- 16.2 The Parties recognize the need for effective and ongoing communication with parents/guardians in the support of their child's successful education experience, and the Parties will advise parents/guardians of opportunities for input and involvement in their child's education, such as course selection dates, reporting periods, parent-teacher interviews, application deadlines and procedures for post-secondary education, etc.
- 16.3 The Parties will encourage functions and meetings, such as parent-teacher interviews, to be held in the community.

17.0 TUITION PAYMENT

- 17.1 For eligible Nation students on the Nominal Roll attending schools operated by the Board on September 30th, and for whom the Nation has received Tuition Funding from Indigenous Services Canada, the Nation will pay to the Board the Tuition Fees amount in accordance with this section of the Agreement.
- 17.2 The Board will not charge the Nation a greater amount for the Nation students attending a school within the School District than the First Nation Student Rate.
- 17.3 For greater certainty, the Parties agree that the Nation is responsible only for Tuition Funding received from Indigenous Services for the Tuition Fees of the Nation's students according to the approved First Nation 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 Canada, or which exceeds the First 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.
- 17.5 The Parties agree that Tuition Fees payable for each school year shall be paid by the Nation to the Board according to the following schedule and based upon the September 30th Nominal Roll figures:
- a) 25% based on the previous year's eligible Tuition Fees and Nominal Roll on or before September 15.

d) The Songhees Nation Director of Education;

Parties agree to discuss such suggestions in good faith with a view to better achieving the purposes of this Agreement.

21.0 NOTICES

21.1 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 Nation:
The Senior Finance Officer
Songhees Nation
1100 Admirals Road
Victoria, B.C.
V9A 2P6

If to the Board:
The Secretary-Treasurer
Board of Education of Greater Victoria School District #61
556 Boleskine Road
Victoria, BC
V8Z 1E8

22.0 GENERAL

22.1

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

SIGNED on behalf of the NATION by its duly authorized Officers:

Chief

Councilor

SIGNED on behalf of the BOARD OF EDUCATION Greater Victoria School District #61

Chairperson – Board of Education

Secretary Treasurer GVSD#61

APPENDIX A

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.

“BC Public School” or **“BC Public School(s)”** means all public schools in British Columbia providing kindergarten to grade 12 education, but does not include BC Independent Schools or First Nation Schools.

“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.

“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 in consultation with FNEC 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.

“Guardian” means, in respect of a student:

- x the person legally entitled to custody of the student; or
- x the person who usually has the care and control of the student;

“Individual Education Plan (IEP)” is a written document that identifies student strengths and areas for growth, educational goals, those responsible for assisting the student in completing those goals, timelines for completion, and methods for assessing the attainment of goals. Goals for all students will be developed with appropriate and high expectations for achievement

“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:

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

“Intellectual Property” means the protection of Indigenous traditional knowledge, culture and cultural expression and the rights to this are owned and protected by the Nation, Knowledge Keepers and not that of any organization.

“Minister” means the Minister of Education (BC).

“Ministry” means the Ministry of Education (BC).

“Modifications” means L Q V W U X F W L R Q D O D Q G D V V H V V P H Q W (U H O D W H G 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 30th.

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Songhees Nation
Education Liaison (Songhees Nations Office)
Student Facilitator (Shoreline Community & Craigflower Elementary
and Esquimalt High School)

and

**BOARD OF EDUCATION OF
SCHOOL DISTRICT NO. 61 (GREATER VICTORIA)**

THIS AGREEMENT made this **24th** day of **June, 2020**

BETWEEN:

Board of Education of
School District No. 61 (Greater Victoria)
556 Boleskine Road
Victoria BC V8Z 1E8

(hereinafter called the "Board")

OF THE FIRST PART

AND

Songhees Nation

1100 Admirals Road
Victoria BC V9A 2P6

(hereinafter called the "Contractor")

OF THE SECOND PART

WITNESSETH that the parties hereto agree as follows:

1. The Board retains the Contractor to provide services ("Services") during the term (the "Term"), both described in Schedule "A."

Board Secretary Treasurer

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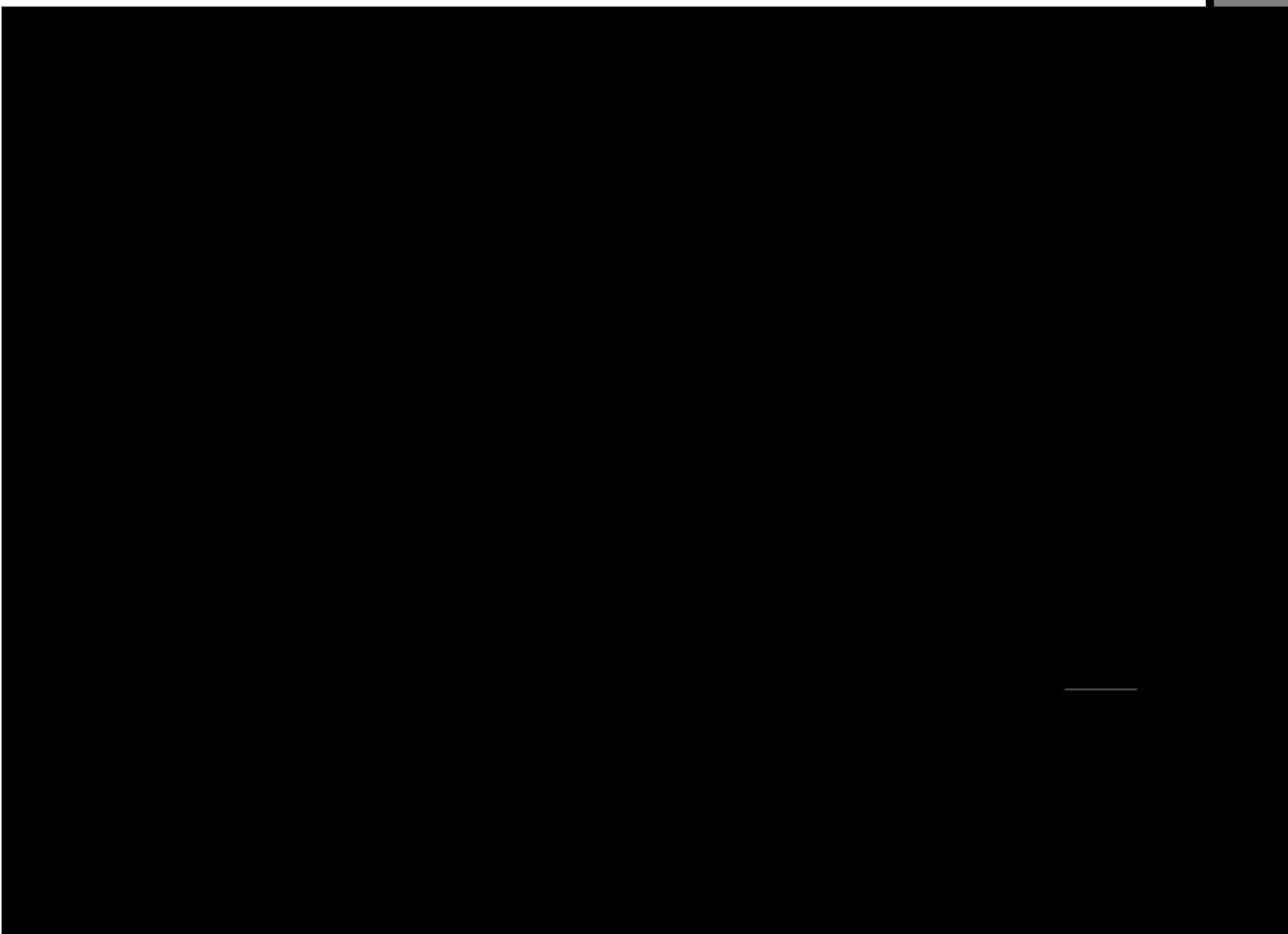
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25 hours/ week at Esquimalt High School
Songhees Nation Administration Office

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The Songhees Nation Student Facilitator will:

- Support Songhees Nation students to remain in school and provide them with social, emotional and academic support and guidance;
- Link with the local Songhees Nation community and the Songhees Nation Educational Liaison; and
- Provide support for home study/ tutoring.

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- High school graduation or equivalent;
- Specialized training in counselling, childcare work or social work, and/or a minimum of two years related experience or training;
- Demonstrated ability to establish and maintain respect for and from students;
- The knowledge and understanding of Songhees Nation culture, heritage and spirituality;
- The ability to maintain the confidentiality of sensitive information;
- Excellent leadership, interpersonal and communication skills;
- Experience working with Songhees Nation students, parents and community; and
- Demonstrated understanding and knowledge of Songhees Nation culture and history.

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- Tutor Songhees Nation students to achieve success in specific curriculum areas and provide academic assistance by coaching, explaining and enhancing their learning experiences;
- Assist Aboriginal Academic Support Teacher by providing individual support and guidance to Songhees Nation students;
- Encourage and assist Songhees Nation students to locate learning resources for home study and to complete exercises in a timely manner;
- Support Songhees Nation students to remain in class and out of the halls;
- Provide Songhees Nation students with encouragement and assistance in their school work;
- May assist in planning, organizing and supervision of social cultural events at the school or in the Songhees Nation community;
- May assist with Songhees Nation student supervision on field trips;

Initials:

Board - Secretary-Treasurer: MM
 Board - Contract Administrator: AK
 Contractor: _ _ _

APPENDIX E (of the Local Education Agreement)

Songhees Nation Student Facilitator
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Specific Duties / Responsibilities (cont'd):

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