

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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THIS AGREEMENT shall be effective from the 1st day of July 2020.

BETWEEN:

THE SONGHEES NATION
(hereinafter called the “Nation”)

AND:

THE BOARD OF EDUCATION
SCHOOL DISTRICT NO. 61
(hereinafter called the “Board”)
(collectively called the “Parties”)

PREAMBLE:

WHEREAS

- A. On July 1, 2018, the Province of British Columbia, the Government of Canada and the First Nations Education Steering Committee (FNESC) entered into the BC Tripartite Education Agreement (BCTEA), agreeing to work together to make systemic shifts to support successful educational outcomes of all First Nation Students, through the provision of relevant and quality, educational programs and services, supported by funding that is responsive to the distinct needs of First Nation Students and the Nation.
- B. The parties to the BCTEA recognize the Local Education Agreement (LEA) as an integral part of the delivery of education services to First Nation students, as the LEA is an essential document that describes the process for building relationship between The Nation, The Board and schools to support improved First Nation student outcomes.
- C. The Board has the authority, under section 86 (3) of the *School Act*, to enter into agreements with a Council of a Band as defined in the federal *Indian Act*, RSC, c. I-5, or the council of an Indian band established by another Act of the government of Canada, with respect to the education of First Nations Students.
- D. The Nation, pursuant to its jurisdiction over educational matters, has the authority and responsibility for the education of First Nation Students and desires to ensure its students all have access to, and receive quality education.
- E. The Parties agree that the Board, district staff, principals, vice-principals, teachers and support staff in the School District have a central and important role to deliver quality education programs and services, and implement an effective LEA.
- F. The Parties wish to enter into this Agreement to set out the terms and conditions regarding the purchase of education services by the Nation from the Board for the Nation’s students.

THEREFORE the Parties agree as follows:

1.0 PURPOSE

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

- a) Confirm the mutual commitment of the Parties, and acknowledge the important role of schools, to build a positive, effective, collaborative and constructive relationship to improve the Nation's students educational outcomes and graduation rates.
- b) Set out the roles and responsibilities of the Parties and Schools to meet the purposes and objectives of this Agreement.
- c) Serve as a core shared accountability document for both the Nation and the Board regarding the education of the Nation's students in the Greater Victoria School District.

2.0 GUIDING PRINCIPLES

2.1 The Parties will be guided by the following principles:

- a) The Nation's students will receive a quality education that will allow them to access any opportunities they choose, including a range of pathways to higher learning or employment;
- b) The Nation's students will feel safe at school, including safety from racism (students and staff), indifference, bias, marginalization, bullying and stereotyping;
- c) There will be high expectations for the Nation's students and their attendance and achievement levels;
- d) Promoting success for the Nation's students will occur through regular and ongoing communication between the School District and the Nation, including schools, parents, Elders and other community members;
- e) Relevant data will be used to inform decision-making to support the Nation's students;
- f) Board policies and the learning environment will be respectful and will promote a greater understanding among staff and students of the local Nation's history, territory and contemporary matters.

3.0 OBJECTIVES

3.1 The parties agree to each other's respective strategic plans and strategies as it relates to the goals of Education:

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 students have equitable access to educational programs in the School District, and to continue to strive towards high levels of student success in educational programs;
- b) Provide educational resources that promote an understanding of Lekwungen history, territory and contemporary matters;
- c) Promote the offering of, and enrollment in, English First Peoples 10, 11 and 12 and BC First Peoples 12 and/or Contemporary Indigenous Studies 12, or any successor courses for all students;
- d) Encourage and support the Nation's students to participate in extracurricular and sports activities;
- e) Communicate with and provide timely information to parents and legal guardians regarding their child's ongoing academic progress and educational program;

- 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

- 6.1 The Board and the Nation will support all the Nation's students in their educational journey to develop the skills, knowledge, and aptitudes to achieve the Dogwood Diploma.
- 6.2 For greater clarity, the Board will ensure the intentional or unintentional streaming or marginalization of the Nation's students is not tolerated and that all students are on an educational pathway that leads to graduation with a Dogwood Diploma and a full range of opportunities, such as training, post-secondary education and employment.

- 6.3 The Board and the Nation will work with parents and guardians to monitor the progress of each student, identify and implement intervention supports to assist students to reach grade level, where necessary, collaboratively make decisions about any adjustments to the level of a student's educational program and make those adjustments but only where the informed consent in writing has first been obtained.
- 6.4 The Board will ensure there is appropriate and timely (i.e. early) counselling support for career and post-secondary education planning available to students.

7.0 RECOGNITION AND ASSESSMENT OF NATION STUDENTS K-12 REQUIRING ADDITIONAL SUPPORTS AND SERVICES

- 7.1 The Board will ensure schools communicate and collaborate with the Nation and parents/guardians in an informal way to develop a holistic understanding of the student's strengths and needs.
- 7.2 In cases where a Nation student is recognized as having additional support needs that may require more advanced assessments, such as a psycho-educational assessment, the Board will ensure schools communicate with the Nation and parents/guardians so there is a clear understanding of the process of assessment, the need for and benefits of the assessment, and to obtain parental consent for the assessment.
- 7.3 In cases where a Nation student has undergone an advanced assessment, such as a psycho-educational assessment, the results of the assessment and the plan to provide additional supports and services will be discussed with the Nation and parents/guardians.
- 7.4 In cases where a Nation student has undergone an advanced assessment that determines a cognitive disability, the student will receive supports and services to complete the Dogwood or Evergreen graduation pathway, whichever is most appropriate for the student.

8.0 ADDITIONAL SUPPORTS AND SERVICES

- 8.1 In cases where a student is recognized as having additional needs, supports and services will be offered to help the child reach their full potential. Parent communication, collaboration and consent is required prior to planning or offering additional supports and services. These additional supports and services may include, but are not limited to, Speech-Language Therapy, creating an Individual Education Plan (IEP), Occupational or Physical Therapy, Reading Recovery, etc.
- 8.2 An Individual Education Plan will include specific learning outcomes that are in addition to, different from, or exceed the curricular outcomes. The goal of the IEP is to build independent successful learners and fade dependence of supports, as appropriate, over time.
- 8.3 Creating an IEP is a collaborative effort involving schools, parents/guardians the Nation and students (when appropriate). IEP planning will occur at the beginning of the school year and will be reviewed and adapted as needed throughout the year, and revisited at the

end of the year to evaluate progress. Parents/guardians will receive 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 Nation has an opportunity to be meaningfully involved in the School District's recruitment and hiring process for personnel, and in particular those positions that have a significant impact on the Nation's students, such as Indigenous Support Workers, Indigenous District Principals, Indigenous Education Coordinators, classroom teachers, principals and vice-principals.

14.0 TRANSPORTATION

- 14.1 In order to access the First Nations Transportation Fund, the Parties will identify the Nation's students' transportation needs and jointly develop and submit annually to the Tripartite First Nation Student Transportation Committee, a Joint First Nation Student Transportation Plan setting out how the Parties will ensure the Nation students have reliable and safe transportation services to the relevant school, including contingency measures for unexpected circumstances.
- 14.2 The Board agrees that, once transportation services are implemented pursuant to an approved Joint First Nation Student Transportation Plan with the Nation, the Board will not make changes to those services without written agreement of the Nation.
- 14.3 As per Schedule G of BCTEA, in the event that the Parties determine they need to revise their Joint First Nation Student Transportation Plan, and that the revisions require further funding, they may submit a revised plan to the Tripartite First Nations Student Transportation Committee.
- 14.4 Where the Parties make amendments to their Joint First Nation Student Transportation Plan, or agree to changes in transportation services, they will ensure that parents receive notice within a reasonable time in order to respond to any such changes.

15.0 REPORTING

- 15.1 Bi-Monthly Meetings:
- a) The Board and school(s) will provide at Bi-Monthly Meetings:
 - i) The number of Nation students enrolled in the School District as of September 30th and covered by this Agreement, and a description of the programs in which they are enrolled;
 - ii) An outline of student achievement, attendance, any disciplinary action and retention data (e.g. grade to grade transition);
 - iii) A summary of Nation student parental contacts made (e.g. by phone, email, school or home visits);
 - iv) The number of Nation students enrolled in alternate programs, secondary courses and ungraded programs;

- v) A summary of the number and the designations of Nation students with IEPs placed in Modified or Adapted programs;
- vi) A status report on excused and unexcused absences.

15.2 Annual Report:

- a) The Board and school(s) agree to produce and provide to the Nation an annual report on or before June 30th outlining the provision of educational programs to Nation students under this Agreement including the content in the Bi-Monthly Report, as well as:
 - i) The number of Nation students enrolled in the School District at the end of each quarter (semester where applicable) during the year;
 - ii) Measures of success of Nation students, such as aggregate results for achievement, attendance rates, grade to grade transition, graduation and student retention rates, supports for successful transition to post-secondary education, and number of Nation students eligible to move on to post-secondary education;
 - iii) Update and report on services and supports provided to Nation students assessed as special education and placed on IEPs, with either Modified or Adapted programs, including any IEPs that have been concluded, extended or adjusted;
 - iv) Update on any Nation programs, services and/or supports (e.g. tutoring) that Nation students received during the year;
 - v) Survey report of the year's activities under headings of cultural activities, field trips and guest speakers;
 - vi) Identification of areas that require greater focus for the coming year to enhance Nation student success; and
 - vii) Notice to the Nation of changes in grade levels or school calendar planned by the School District for the September school opening.

15.3 Upon request by the Nation, the Board and school(s) will meet with the community to present and discuss either the Bi-Monthly or Annual Reports.

15.4 Where items of an individual Nation student nature are to be discussed, the written Informed Consent of the parent or legal guardian regarding individual students must first be obtained.

15.5 The Parties and school(s) agree to prepare a joint report annually for parents on progress under this Agreement.

15.6 The Board and/or school(s) agree to provide the annual "How Are We Doing?"

(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.

- b) 25% based on the previous year's eligible Tuition Fees and Nominal Roll on or before December 15.
 - c) 25% of the current year's eligible Tuition Fees less (or, in addition to) the difference between the previous and current year's eligible Tuition Fees on or before March 15.
 - d) 25% based on the current year's eligible Tuition Fees and Nominal Roll on or before June 15.
- 17.6 In the event of a school closure due to a labour dispute, the Tuition Fees will be equitably adjusted by the agreement of the Parties and returned to the Nation for the benefit of the Nation's students in the same manner as occurs with the Ministry of Education.
- 17.7 The Parties agree that Tuition Fees under this Agreement will be paid in installments as set out in section 17.5 herein, except where:
- a) A Nation student has withdrawn from school during the month ending one month before the payment due date; or
 - b) A Nation student has transferred to an Indigenous School or a BC Independent School during the month ending one month before the payment due date, in which case, any further Tuition Fees for that Nation student will be held by the Nation to be used for Tuition Fees to the Indigenous School or BC Independent School that the Nation student has transferred to, or to support the continued education of the Nation student in support of their potential re-entry into the public system, Indigenous School or BC Independent School in the future.
- 17.8 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).
- 17.9 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 funding; and
 - b) The Board will not charge interest to the Nation on any amount that is outstanding due to Indigenous Services Canada's late provision of funding.

18.0 IMPLEMENTATION, MONITORING, REVIEW: LEA COMMITTEE

- 18.1 The Parties hereby establish a joint LEA Committee responsible for overseeing the implementation of this agreement as follows:
- a) One Songhees Nation Council member, or their designate;
 - b) The Songhees Nation Education Liaison;
 - c) The Songhees Nation Student Facilitators;

- d) The Songhees Nation Director of Education;
 - e) An Associate Superintendent;
 - f) Designated representative(s) of Craigflower Elementary, Shoreline Community Middle School and Esquimalt High School and other Board schools with Songhees students;
 - g) The District Indigenous Administrator and/or District Principal of the Indigenous Education Department of the Greater Victoria School District;
 - h) Other individuals may be invited to attend specific meetings with the Committee's approval.
- 18.2 The Parties agree that the LEA Committee will have an ongoing role of identifying and developing recommendations for consideration by the Parties of how to build upon and improve this Agreement.
- 18.3 The Parties agree to establish and implement a process for joint monitoring and review of the effectiveness of this Agreement, and to identify and implement opportunities for improvement of this Agreement, in achieving the purposes, principles and objectives.

19.0 DISPUTE RESOLUTION

- 19.1 If there is a dispute between the Parties with respect to any matter arising from this Agreement or relating to the interpretation and application of this Agreement, the Parties agree to use their best efforts to resolve such disputes in a reasonable and timely manner and in good faith.
- 19.2 Where there is a dispute between the Parties, the Parties agree they will attempt to use any and all face-to-face means to resolve the dispute at the point closest to which the dispute first arises before referring the dispute to senior level representatives.
- 19.3 The Parties agree to endeavour to resolve issues or disputes that may arise about this Agreement, or its implementation, in a manner that fosters an improved, ongoing and respectful relationship between the Board and the Nation.

20.0 TERM & AMENDMENTS

- 20.1 The term of this Agreement will be five (5) years, beginning July 1, 2020 and ending June 30, 2025, unless the Parties agree, in writing, to:
- a) Terminate the Agreement; or
 - b) Renew the Agreement, with or without amendments.
- 20.2 Each Party may suggest improvements and amendments to this Agreement and both

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 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 successors and assigns.
- 22.3 This Agreement supersedes any and all previous local education agreements between the Parties.
- 22.4 The Parties acknowledge that:
- a) nothing in this Agreement, or in the negotiation of this Agreement, or in any prior document leading to this Agreement, in any way defines or amends, recognizes, affirms, or denies the existence of, or in any way limit Indigenous or treaty rights of the Nation; and
 - b) this Agreement is without prejudice to the rights of the Parties and the Nation with respect to such matters.

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:

- the person legally entitled to custody of the student; or
- 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:

- the assessment procedures to be carried out;
- the information to be collected;
- the intervention that may take place;
- the likely benefits and risks; and
- 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 instructional and assessment-related decisions made to accommodate a 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.

“Operating Grants Manual” means the provincial manual, as amended from time to time, that sets out the provincial funding formula that comprises a student basic allocation plus supplementary grants to determine school district allocations.

“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 has the care and control of the student;

“School” or School(s)” means and includes any school operated by the Board.

“School Act” means the British Columbia School Act, RSBC 1996, Chapter 412.

“School District” or “District” means the area constituted under the School Act as School District #61.

“School Year” means the period beginning on July 1 and ending on June 30 the following year.

“Targeted Aboriginal Education Funding” means the funding provided to the School District by the Ministry of Education targeted for school age students of Aboriginal ancestry participating in Aboriginal Education Programs and Services offered by public schools, which must be spent on the provision of these programs and services.

“Truth and Reconciliation Commission of Canada” (TRC)

“Tuition Fees” means the Tuition Funding per student received from Indigenous Services Canada by the Nation, which the Nation pays to the Board for the purchase of education services for students in the School District at the rate set out by the Ministry of Education in its fiscal framework for a given School Year.

“Tuition Funding” means the Tuition Funding received by the Nation from Indigenous Services Canada for the education of Nation Students in the School District who are on the Nominal Roll, which is invoiced for by the Board as per the Nation Student Rates established by the Ministry annually and as determined by the snapshot date of September 30th.

“UNDRIP” (United Nations Declaration on the Rights of Indigenous Peoples) is an international document adopted by the United Nations on September 13, 2007, to enshrine (according to Article 43) the rights that “constitute the minimum standards for the survival, dignity and well-being of the Indigenous peoples of the world.”

Article 14:

1. Indigenous peoples have the right to establish and control their educational systems and institutions providing education in their own languages, in a manner appropriate to their cultural methods of teaching and learning.
2. Indigenous individuals, particularly children, have the right to all levels and forms of education of the State without discrimination.

3. States shall, in conjunction with Indigenous peoples, take effective measures, in order for Indigenous individuals, particularly children, including those living outside their communities, to have access, when possible, to an education in their own culture and provided in their own language.

Article 15:

1. Indigenous peoples have the right to the dignity and diversity of their cultures, traditions, histories and aspirations which shall be appropriately reflected in education and public information.
2. States shall take effective measures, in consultation and cooperation with the Indigenous peoples concerned, to combat prejudice and eliminate discrimination and to promote tolerance, understanding and good relations among Indigenous peoples and all other segments of society.

“Vulnerable Student” means a student who has been identified as finding learning more challenging based on the following factors: not meeting learning outcomes, significant absence from school, not transitioning to the next grade, failing courses, behaviour issues, under suspension, not at grade level and/or is a child in care.

APPENDIX B

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:

Appointment

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

Initials:
Board - Secretary-Treasurer: Shh
Board - Contract Administrator: LR
Contractor: _____

Payment

2. The Board will pay to the Contractor, in full payment and reimbursement for providing the Services, on the basis of fees set out in Schedule "B", and the Contractor will accept the same as full payment and reimbursement as aforesaid.

Independent Contractor

3. The Contractor will be an independent contractor and not the servant, employee or agent of the Board.
4. The Contractor will not in any manner whatsoever commit or purport to commit the Board to the payment of any money to any person, firm or corporation.
5. The Contractor will accept instructions from the Board with respect to the Services, provided that the Contractor will not be subject to the control of the Board in respect of the manner in which such instructions are carried out, except as specified in the Agreement.

Assignment and Sub-contracting

6. The Contractor will not, without the prior written consent of the Board:
 - a) assign, either directly or indirectly, this Agreement or any right of the Contractor under this Agreement; or
 - b) sub-contract any obligation of the Contractor under this Agreement.
7. No sub-contract entered into by the Contractor will relieve the Contractor from any of his obligations under this Agreement or impose any obligation or liability upon the Board to any such sub-contractor.
8. This Agreement will be binding upon the Board and its assigns and the Contractor, its successors and permitted assigns.

Conflict of Interest

9. The Contractor will not, during the Term, perform a service for or provide advice to any person, firm or corporation where the performance of the service or the provision of the advice may in the reasonable opinion of the Board, give rise to a conflict of interest.

Initials:
Board - Secretary-Treasurer: SW
Board - Contract Administrator: LR
Contractor: _____

Indemnity

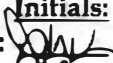
10. The Contractor will indemnify and save harmless the Board, its employees and agents, from and against any and all losses, claims, damages, actions, causes of action, costs and expenses that the Board may sustain, incur, suffer or be put at any time either before or after the expiration or termination of this Agreement, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission of the Contractor or of any agent, employee, officer, director or sub-Contractor of the Contractor pursuant to this Agreement, excepting always liability arising out of the independent negligent acts of the Board.

Criminal Record Check

11. In compliance with the Criminal Records Review Act, Board Policy #4114 requires that vulnerable sector criminal record checks under the Criminal Records Review Program (CRRP) be conducted on persons engaged in service contracts where the nature of the service will involve working directly with children or having, or potentially having, unsupervised access to children.

If the contract falls within the above guidelines, it is the responsibility of the Contractor and Contract Originator to ensure that all individuals working under the Contract are in compliance with the Criminal Records Review Act. To meet the requirements of the Act, an authorization form for Criminal Records Check (for working with children and/or vulnerable adults) must be obtained from the Human Resource Services Department, Greater Victoria School District No. 61, 556 Boleskine Road, Victoria, BC V8Z 1E8 for each individual bound by the terms of the contract, **completed and returned** to Human Resource Services for processing. **The Contractor is responsible for the fee charged by the Ministry of Public Safety and Solicitor-General.** All individuals working under the contract will be required to undergo a five-year recheck under the CRRP.

If a contractor is charged with or convicted of a relevant offence subsequent to a criminal record check, the Contractor must, within seven (7) days, report in writing the charge or conviction to the Human Resource Services Department.

Initials:
Board - Secretary-Treasurer: 
Board - Contract Administrator: 
Contractor: _____

Termination

12. Notwithstanding any other provision of this Agreement, if the Contractor fails to comply with any provision of this Agreement then, and in addition to any other remedy or remedies available to the Board, the Board may, at its option, terminate this Agreement by the Board giving written notice of termination to the Contractor and when such option is exercised, the Board will be under no further obligation to the Contractor except to pay to the Contractor such fees and expenses as the Contractor may be entitled to receive, pursuant to Schedule "B" attached hereto, for services rendered and expenses incurred to the date the said notice is given to the Contractor.
13. This Agreement may be terminated by either party hereto, without cause, upon sixty (60) days written notice.

Non Waiver

14. A waiver of any provision or breach by the Contractor of this Agreement will be effective only if it is in writing and signed by the Board, and will not be deemed to be a waiver of any subsequent breach of the same or any other provision of this Agreement.

Notices

15. Any notice or payment that either party may be required or may desire to give or deliver to the other will be conclusively deemed validly given or delivered to and received by the addressee, if delivered personally on the date of such personal delivery or, if mailed, on the third business day after the mailing of the same in British Columbia by prepaid post addressed, if to the Board:

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

and if to the Contractor:

Songhees Nation
1100 Admirals Road
Victoria BC V9A 2P6

Initials:
Board - Secretary-Treasurer: 
Board - Contract Administrator: 
Contractor: _____

16. Either party may, from time to time, advise the other by notice in writing of any change of address of the party giving such notice and from and after the giving of such notice the address therein specified will, for the purposes of paragraph 15, be conclusively deemed to be the address of the party giving such notice.

Miscellaneous

17. This Agreement will be governed by, and construed in accordance with the laws of the Province of British Columbia.
18. The headings appearing in this Agreement have been inserted for reference and as a matter of convenience and in no way define, limit or enlarge the scope of any provision of this Agreement.
19. No amendment or modification to this Agreement will become effective unless the same will have been produced in writing and duly executed by the parties hereto.
20. The schedules are an integral part of this Agreement as set out at length in the body of this Agreement.

Initials:
Board – Secretary-Treasurer: SW
Board - Contract Administrator: JK
Contractor: _____

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)

SCHEDULE "A"
SERVICES

1. The Contractor will provide to the Board the following satisfactory services for the term of this Agreement:

Please see attached Schedule C, D, and E

2. The Contractor will provide the Services during the term of this Agreement, notwithstanding the date of execution and delivery of this Agreement, will be conclusively deemed to have commenced on **September 8, 2020** and will end on **June 30, 2021**.

Initials:

Board - Secretary-Treasurer: 
Board - Contract Administrator: 
Contractor: _____

Schedule C (of the Local Education Agreement)

Songhees Nation Education Liaison

25 hour/week at Songhees Nation Administration Office

Job Description:

The Songhees Nation Education Liaison job responsibilities, includes linking and bridging with students, parents/guardians, teachers, administrators and community agencies. The Education Liaison will support Kindergarten to Grade 12 Songhees Nation Students enrolled in the Greater Victoria School District.

Characteristics:

- Initiative, independence and sensitivity;
- An aptitude for working in the child care, social work education field;
- A high level of adaptability and responsibility;
- A positive, mature and energetic attitude;
- Ability to work with minimal supervision;
- Ability to be patient, encouraging, firm yet fair;
- Ability to understand the importance of self-awareness; and
- Excellent oral and written communication skills.

Qualifications:

- High school graduation or equivalent;
- Specialized training in counselling, child care or social work and/or a minimum of 2 years related experience or training;
- Recent experience working with First Nation children, families or community;
- Ability to facilitate focus groups and parenting circles;
- Experience working with the public education system, First Nation students and parents;
- Evidence of excellent communication, interpersonal and collaborative skills;
- Knowledge and/or experience in the areas of observing, recording and consulting;
- Current involvement with the local Songhees Nation community; and
- Demonstrate knowledge and understanding of local First Nation culture, heritage and spirituality;

Initials:

Board – Secretary-Treasurer:
Board - Contract Administrator:
Contractor:

Schedule C (of the Local Education Agreement)

Songhees Nation Education Liaison

25 hour/week at Songhees Nation Administration Office
(Cont'd)

Duties:

- Act as an advocate, mediator, and liaison between the Greater Victoria School District and Songhees Nation students, parents/guardians, teachers, administrators, and community agencies;
- Work a minimum of 25 hours a week;
- Assist and advise families on education and school issues;
- Facilitate the relationship between the home and the school;
- Maintain confidentiality of personal information;
- Maintain records and documents relating to family/student connections and school/student service meetings;
- Assist/consult with teachers, school counsellors, support staff, and administrative staff;
- Participate in school-based meetings as required;
- Direct and assist students and families to access those schools, community and government resources that support the pursuit of educational and career goals;
- Provide a forum for focus groups and information sharing for parents and community through parenting circles and focus sessions on education;
- Work with parents to support their children as learners;
- Participate as a member of the Local Education Agreement Committee;
- Assist in the achievement of the goals of the Local Education Agreement and Enhancement Agreement;
- Gather data on student performance to assist in regular reporting;
- Monitor and address the attendance of Songhees Nation students;
- Meet with the respective school-based teams on a regularly-scheduled basis and schedule weekly times at Esquimalt, Shoreline and Craigflower Schools;
- Contact every Songhees Nation Family once in the month of September with a greeting and introduction to this service;
- Contact every Songhees Nation family a minimum of 4 times with a legitimate positive story; and
- Provide a year-end overview report in June to the Songhees Nation and the Greater Victoria School District.

Preference will be given to persons of First Nations Ancestry

Initials:

Board - Secretary-Treasurer: 
Board - Contract Administrator: 
Contractor: _____

Schedule C (of the Local Education Agreement)

Songhees Nation Education Liaison

25 hour/week at Songhees Nation Administration Office
(Cont'd)

Reporting:

- As required by Songhees Nation Chief and Council
- Parents/Guardians, School Principal, Teachers, School Counsellors;
- Aboriginal Affairs and Northern Development Canada; and
- As required by contract.

Supervisor:

- Director of Education, Songhees Nation; and
- Songhees Nation Education Liaison is governed by the Songhees Nation Human Resource Policy.

Written Reports:

- Prepare correspondence on behalf of the Songhees Nation Chief and Council;
- Review contracts and agreements with respect to their impact on the Songhees Nation; and
- Develop policies with regard to the educational needs of the Songhees Nation community.

Other Duties:

- As directed by Songhees Chief and Council.

Initials:

Board - Secretary-Treasurer: 
Board - Contract Administrator: 
Contractor: _____

Schedule D (of the Local Education Agreement)

Songhees Nation Student Facilitator

30 hours/week at Shoreline Community and Craigflower Elementary Schools
Songhees Nation Administration Office

General Responsibilities:

The Songhees Nation Student Facilitator will:


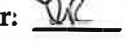
- Support Songhees Nation students to remain in school and provide them with social, emotional and academic support and guidance;
- Link with the local Songhees Nation community, and the Songhees Nation Educational Liaison; and
- Provide support for home study/tutoring.

Qualifications:

- 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/guardians and community; and
- Demonstrated understanding and knowledge of Songhees Nation culture and history.

Specific Duties & Responsibilities:

- 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 Nations 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 at the school and in the Songhees Nation community.

Initials:
Board – Secretary-Treasurer: 
Board - Contract Administrator: 
Contractor: _____

Schedule D (of the Local Education Agreement)

Songhees Nation Student Facilitator

30 hours/week at Shoreline Community and Craigflower Elementary Schools

Songhees Nation Administration Office

(Cont'd)

Specific Duties & Responsibilities (cont'd):

- May assist in planning, organizing and supervision of social or cultural events at school or in the Songhees Nation community;
- May assist with Songhees Nation student supervision on field trips;
- Provide leadership and demonstrate enthusiasm for working in a climate of change and growth;
- Work in collaboration with Aboriginal Nations staff to support and promote success for Songhees Nation students;
- Refer Songhees Nation students to appropriate school personnel when necessary;
- Attend two days per month at the Songhees Nation administration office to participate in Songhees Nation team meetings and perform administrative duties;
- Submit overview reports as specified by contract;
- Participate in Local Education Agreement Committee meetings;
- Participate in Aboriginal Education team meetings;
- Participate in the Aboriginal Nations Education Division staff meetings when applicable; and
- May, on occasion, be required to perform other related duties as assigned.

Supervisor: Director of Education, Songhees Nation

- Songhees Nation Student Facilitators are governed by the Songhees Nation Human Resource Policy.
- Signed weekly time sheets to be submitted by the Songhees Nation Student Facilitator and the School Principal to the Songhees Nation Administration office.

Preference will be given to persons of First Nations Ancestry

Initials:

Board - Secretary-Treasurer:
Board - Contract Administrator:
Contractor:

APPENDIX E (of the Local Education Agreement)

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

General Responsibilities:

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.

Qualifications:

- 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.

Specific Duties & Responsibilities:



- 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:

Board - Contract Administrator:

Contractor:

APPENDIX E (of the Local Education Agreement)

Songhees Nation Student Facilitator
25 hours/week at Esquimalt High School
Songhees Nation Administration Office
(Cont'd)

Specific Duties & Responsibilities (cont'd):

- Provide leadership and demonstrate enthusiasm for working in a climate of change and growth;
- Work in collaboration with Aboriginal Nations staff to support and promote success for Songhees Nation Students;
- Refer Songhees Nation students to appropriate school personnel when necessary;
- Submit overview reports as specified by contract;
- Participate in Local Education Agreement Committee Meetings;
- Participate in Aboriginal Education team meetings;
- Participate in the Aboriginal Nations Education Division staff meetings when applicable; and
- May, on occasion, be required to perform other related duties as assigned.

Supervisor: Director of Education, Songhees Nation

- Songhees Nation Student Facilitators are governed by the Songhees Nation Human Resource Policy; and
- Signed bi-weekly time sheets to be submitted by the Songhees Nation Student Facilitator and the School Principal to the Songhees Nation Administration office.

Preference will be given to persons of First Nations Ancestry

Initials:

Board - Secretary-Treasurer: 
Board - Contract Administrator: 
Contractor: _____