

**LOCAL EDUCATION AGREEMENT**

THIS AGREEMENT made and entered into this 1<sup>st</sup> day of September 2023 shall be effective from the 1<sup>st</sup> day of September 2023.

BETWEEN:

THE T'SOU-KE FIRST NATIONS  
(hereinafter called the "First Nation")

AND

THE BOARD OF SCHOOL TRUSTEES OF  
SCHOOL DISTRICT NO. 62  
(hereinafter called the "Board")

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## WHEREAS

The “Preamble” is an opportunity for the Parties to set out the context, as well as limitations, of the Local Education Agreement (LEA). This can be useful as a point-in-time snapshot of the relationship, which may change as the LEA is renewed over the years, and the relationship and/or the legislative and policy framework change and evolve. The Preamble can assist with interpretation of the LEA.

- A. The First Nation, pursuant to its inherent jurisdiction, has the authority and responsibility for the education of its members and desires to ensure its students all have access to, and receive, quality education that is respectful and reflective of their unique culture and history.
- B. The *School Act*, RSBC, c. 412, states that the purpose of the British Columbia school system is to enable all learners to become literate, to develop their individual potential and to acquire the knowledge, skills and attitudes needed to contribute to a healthy, democratic and pluralistic society and a prosperous and sustainable economy.
- C. The Board has the authority, under section 86 (3) of the *School Act*, RSBC, c. 412, to enter into agreements with a Council of a Band as defined in the federal *Indian Act*, RSC, c. I-5 with respect to the education of First Nations students.
- D. The First Nation and the Board recognize that the Board is the provincially legislated authority relating to the governance and operation of the public schools, public school personnel and attending students.
- E. Pursuant to section 86(3)(a) of the *School Act*, the First Nation and the Board wish to set out the terms upon which they will engage to provide the First Nation greater participation in, and control of, the education services provided to First Nation Students.
- F. The First Nation and the Board wish to establish an administrative relationship and work jointly to identify and implement educational programs, and other educational services, for First Nation Students that are appropriate to the cultural and linguistic heritage of the First Nation, and a continuing and growing source of satisfaction and pride for the First Nation and the School District.
- G. The education of Indigenous students is the shared responsibility of the student, parent(s)/guardian(s), family, community, school and School District. Therefore, the First Nation and the School Board are partners in the education of the children, and therefore shall endeavor to make decisions, initiate discussions, run meetings jointly.
- H. The First Nation receives tuition funding from Department of Indigenous Services Canada (DISC) for First Nation Students who are on the Nominal Roll.

- I. The parties wish to enter into this Agreement to set out the terms and conditions regarding the purchase of education services by the First Nation from the Board for the First Nation's students, and the processes by which the First Nation, and parents and legal guardians will be involved in the education of their students.

Even though the T'Sou-ke First Nations' students' numbers are small in School District No. 62, special consideration is required to ensure the students fit into the bigger system. This is important because T'Sou-ke First Nation is an integral part of the West Coast, Southern Vancouver Island and School District No. 62.

**THEREFORE**, the parties agree as follows:

#### 1.0 DEFINITIONS

The "Definitions" section is an opportunity for the Parties to confirm their mutual understanding of particular aspects of the relationship and the funding framework (e.g. "Tuition Fees," "Informed Consent"). Each definition should be reviewed to confirm: a) their accuracy; and b) that they are required (i.e. that they appear somewhere in the LEA). The following sets out some common definitions in LEAs, as well as others that may be relevant to the unique circumstances of the First Nation's students (e.g. matters related to special education).

For the purpose of this agreement, the following definitions shall apply:

**"1701 Instructions"** means the student data collection form completion instructions for public schools and independent schools that is collected under the School and Student Data Collection Order (M152/89). Under this order, Boards of Education are responsible for collecting and submitting the information to the Ministry. The collected information is critical for: allocating funds to boards, tracking student movement between schools and boards, monitoring enrolment trends in programs, and board and school data summaries.

**"Department of Indigenous Services Canada (DISC)"** means the federal department of Indigenous Affairs and Northern Development, formerly Indian and Northern Affairs Canada.

**"Indigenous Education Enhancement Agreement"** has the meaning as set out in section 5.1(j).]

**"Indigenous Education Programs and Services"** means Indigenous Language and Culture programs, Indigenous Support Services, or other Ministry approved Indigenous Education Programs that Targeted Indigenous Education Funding is used to fund. Such programs and services are developed collaboratively by the Board and local T'Sou-ke First Nation and documented, such as in an Indigenous Education Enhancement Agreement. Such Indigenous Education Programs must be additional to any other programs and services to which an Indigenous student is eligible, including base funding, ESL and Special Education, and must be documented, preferably through Enhancement Agreements, Strategic Plans or other

system plans.

**“Strategic Plan”** means the Strategic Plan that must be prepared and submitted, under section 79.2 of the *School Act* by the Board, on or before July 15 of each year, to the Minister, and made available to residents of the School District and to parents of students attending schools in the district, that sets out, in accordance with the Ministry’s Guidelines for District Strategic Plans: (a) standards for student performance, (b) plans for improving student achievement in the school district, (c) literacy, (d) early learning programs, and (e) any other matters ordered by the Minister.

**“Adapted Program”** means a program that is adapted in accordance with the British Columbia, Ministry of Education, *Special Education Services: A Manual of Policies, Procedures and Guidelines (March 2011)*, as may be amended from time to time. 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. Adaptations may include alternate formats (e.g., braille, books-on-tape), instructional strategies (e.g., use of interpreters, visual cues and aids) and assessment procedures (e.g., oral exams, additional time, assistive technologies). Essentially, adaptations are a “best practice” in teaching. A student working on learning outcomes at any grade or course level may be supported through use of adaptations. Adaptations do not represent unfair advantages to students. In fact, the opposite could be true. If appropriate adaptations are not used, students could be unfairly penalized for having learning differences, creating serious negative impacts on their achievement and self-concept.

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**“Additional Funding”** means any funding, other than Tuition Funding or Targeted Indigenous Education Funding, that is used in support of educational programs or services offered by the School District. For greater clarity, Additional Funding does not include Special Education Funding.

**“Adoption Act”** means the Provincial *Adoption Act*, RSBC 1996, Chapter 5.

**“Adult Dogwood Certificate or Diploma”** means a British Columbia Adult Graduation Diploma granted by the Ministry of Education upon successful completion of the provincial adult graduation requirements set out in Ministerial Order 289/00, the *British Columbia Adult Graduation Requirements Order*.

**“Board”** or “Board of Education” means the board of school trustees constituted under the *School Act* for School District #62.

**“Case Conference Team”** means a School Based Team.

**“Child, Family and Community Service Act”** means the provincial *Child, Family and Community Service Act*, RSBC 1996, Chapter 46.

**“Child(ren) in Care or CIC”** means a child who is in the custody, care or guardianship of a director (a person designated by the Minister under Section 9 of the *Child, Family and Community Service Act*), or a Director of Adoption (a person designated by the Minister under the *Adoption Act* as a Director of Adoption).

**“Dogwood Certificate or Diploma”** means the British Columbia Certificate of Graduation that is awarded by the Ministry to a student upon successful completion of the provincial graduation requirements, as set out in the provincial *Graduation Program Order* as authorized by the *School Act*, section 168 (2) (b).

**“Early School Leavers”** refers to any student leaving school prior to the completion of Grade 12, including students who are expelled.

**“Education Program”** means an organized set of learning activities that, in the opinion of the First Nation and the Board, is designed to enable learners to develop their individual potential and acquire the knowledge, skills and attitudes needed to achieve a quality academic and culturally relevant education, and to contribute to a healthy, democratic and pluralistic society and a prosperous and sustainable economy.

**“Nominal Role Administrator”** is employed by the T’Sou-ke First Nations and is placed to ensure all nominal role deadlines and invoicing is carried out in a timely manner.

**“English as a Second Dialect or ESD services”** means provincial services for students who speak a variation of English significantly different than that used in school and who therefore may require additional services in order to develop their individual potential within British Columbia’s school system. Support services for ESD are recognized as part of the Ministry of Education’s English Language Learners (ELL) support services.

**“First Nation Student”** means a student who is eligible to be on the Nominal Roll and for whom the First Nation receives tuition funding from DISC.

**“Indigenous or Na’tsa’maht Classroom Program Assistant” (NCPA)** means a person hired to provide Indigenous Education culture and classroom assistance to teacher (s).

**“Full Time Equivalent (FTE) First Nation Student”** means a First Nation student who is in attendance at public school and who is:

- of school age as defined in the *School Act*; or
- in full time attendance in an educational program recognized by the First Nation, the Board, the Ministry and DISC.

**“Individual Education Plans (IEP)”** means a documented plan developed for a student with special needs that describes individualized goals, adaptations, modifications, the services to be provided, and includes measures for tracking achievement. An IEP must have one or more of the following:

- the goals or outcomes set for that student for that school year where they are different from the learning outcomes set out in an applicable educational program guide; or
- a list of the support services required to achieve goals established for the student; or
- a list of the adaptations to educational materials, instructional strategies or assessment methods.

An IEP should also include the following:

- the present levels of educational performance of the student;
- the setting where the educational program is to be provided;
- the names of all personnel who will be providing the educational program and the support services for the student during the school year;
- the period of time and process for review of the IEP;
- evidence of evaluation or review, which could include revisions made to the plan and the tracking of achievement in relation to goals; and
- plans for the next transition point in the student's education (including transitions beyond school completion),

as required by the provincial Individual Education Plan Order M638/95 and addressed in the British Columbia Ministry of Education *Special Education Services: A Manual of Policies, Procedures and Guidelines (March 2011)*, as may be amended from time to time.

**“Informed Consent”** refers to the provision of approval or assent, particularly and especially after thoughtful consideration, after receiving all relevant information. In the context of assessment and placement and education referrals, Informed Consent requires that the parent or guardian 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 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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**“Modified Program”** means a program that is modified in accordance with the British Columbia, Ministry of Education, *Special Education Services: A Manual of Policies, Procedures and Guidelines (March 2011)*, as may be amended from time to time. Modifications are 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 – that is, learning outcomes that are substantially different from the regular curriculum, and specifically selected to meet the student's special needs. 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.) Using the strategy of modifications for students not identified as special needs should be a rare practice.

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

**"Parent or Legal Guardian"** means, (a) the guardian of the student or child, (b) the person legally entitled to custody of the student or child, or (c) the person who usually has the care and control of the student or child.

**"Programs"** means any programs that are established under the *School Act* that are offered to students in attendance during the term of this Agreement.

**“School Act”** means the provincial *School Act*, RSBC 1996, Chapter 412.

**“School Based Team”** means an ongoing team of school-based personnel which has a formal role to play as a problem-solving unit in assisting classroom teachers to develop and implement instructional and/or management strategies and to coordinate support resources for students with special needs within the school, as set out in the British Columbia, Ministry of Education, *Special Education Services: A Manual of Policies, Procedures and Guidelines (February 2011)*.

**“School Completion Certificate or Evergreen Certificate”** means the British Columbia School Completion Certificate granted by the Ministry, a School Completion Certificate is awarded to a student who has successfully completed the goals and objectives contained in his or her Individual Education Plan, in accordance with the requirements set out in Ministerial

Order 205/95: Student Credentials Order, under the authority of the *School Act*, section 168 (2) (t).

"**School District**" means the area constituted under the *School Act* as School District #62.

"**School Year**" means a 12-month period, commencing on July 1<sup>st</sup> and ending on June 30<sup>th</sup> of the following calendar year.

**“Second Count”** means a second count of eligible students living on-reserve and attending elementary/secondary school taken after September 30, but before the end of February.

**“Special Education Funding”** means funding provided for students with special needs, as set out in the provincial *Special Education Services: A Manual of Policies, Procedures and Guidelines (February 2011)*, as amended from time to time.

**"Targeted Indigenous Education Funding"** means the funding provided to the School District by the Ministry of Education targeted for school age students of Indigenous ancestry participating in Indigenous Education Programs and Services offered by public schools, and which must be spent on the provision of these programs and services. For greater certainty, funded Indigenous Education Programs and Services must be additional to any other programs and services for which an Indigenous student is eligible, including provincial base funding, ESD and Special Education Funding. Targeted Indigenous Education Funding must not be used for the delivery of provincial curriculum (provincial curriculum includes courses such as BC First Nations Studies 12 and English 12 First Peoples).

**“Tuition Fees”** means the funding per student received from DISC by the First Nation which the First 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.

## **2.0 PURPOSE**

The “Purpose” section allows the Parties to state clearly their mutual understanding of what the LEA is intended to do – that is, what purpose the LEA is intended to serve or achieve. For example, if it is intended to provide for a greater role of the First Nation in the education services provided to its students and/or set out a framework for the payment of tuition fees in exchange for specific education services, it should say so. While there can be more than one “purpose” of the LEA, this section should be concise. If the Parties are able to agree upon and articulate the purpose of the LEA, it will make the negotiation of the rest of the agreement easier. Conversely, sometimes the Parties may find that negotiating all of the other sections of the LEA will help them to narrow down and articulate the purpose. The approach that will work best will vary and be dependent on the relationship of the Parties.

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2.1 The purposes of this Agreement are to:

- a) Confirm the mutual desire of the Parties to build a positive, effective, collaborative and constructive relationship to work together to maximize and

evolve educational opportunities and benefits for First Nation Students, including through inclusive learning opportunities, improved transitions, and to set out the roles and responsibilities of the Parties in this regard;

- b) Set out processes to jointly assess the performance of the School District, Kindergarten through grade 12, and the educational needs of First Nation Students and arrange for the delivery of services, within a culturally respectful learning environment, that will meet these needs;
- c) Set out processes to identify targets, and monitor progress in reaching those targets, in relation to First Nation Student outcomes and achievement levels collaboratively with T'Sou-ke Nation and feeder school in reference to the Na'tsa'maht Enhancement Agreement;
- d) Ensure a clear and meaningful role and opportunity for inclusion and involvement for the First Nation, parents and legal guardians, in the education provided to First Nation Students by the School District;
- e) Provide a framework and process for the payment of tuition fees by the First Nation to the Board;
- f) Clarify or establish linkages between this Agreement and other accountability mechanisms, including the NA'TSA'MAHT Enhancement Agreement, and the Strategic Plan;
- g) Set out accountability requirements, including those respecting reporting and auditing.
- h) Assist with the inter-grade and inter-school transitions.
- i) The success of the agreement between the community and the school district guides the success of our students. Hold the understanding that early identification and intervention is necessary to promote student success.

### **3.0 PRINCIPLES**

“Principles” serve as guidelines for the relationship. They can be used to reinforce the importance of First Nations culture and language in the education of First Nation Students and can help to set out expectations for, and standards of, accountability.

3.1 The Parties agree to be guided by the following principles:

- a) First Nation learners have a right to quality education, in a safe environment, that reflects, respects the First Nation’s language and culture which includes academic, social, cultural, linguistic, emotional and physical learning;

- b) There must be high expectations of all learners and their achievement levels, including T'Sou-ke First Nation learners. School District to address equity and the racism of low expectations in order to create equitable learning environments;
- c) First Nations learners must be provided an education that ensures that they are confident in their self-identity, in their knowledge of themselves, their families, their communities, and their traditional values, languages and cultures;
- d) First Nations learners must learn the skills and knowledge needed to thrive in contemporary society; including 21st century learning strategies.
- e) First Nations learners must receive an education that will allow them to access any opportunities they choose, including a range of higher learning, employment, and life choices;
- f) Maximizing and evolving the educational opportunities and benefits, and promoting success, for First Nation Students will occur through reasonable and ongoing engagement between the Board and the First Nation, as well as with:
  - i) parents, Elders and other community members, and
  - ii) other educational stakeholder groups within the School District, including teachers, Principals and Vice Principals, and support staff.
- g) School policies and learning environment will be respectful, and promote a greater understanding among staff and students, of local First Nation culture, language, values and traditions;
- h) Curriculum will reflect the First Nation's culture, values, language, ways of knowing and being as reviewed by the T'Sou-ke Nations;
- i) The T'Sou-ke First Nations recognizes that educational opportunities and benefits for the T'Sou-ke First Nation student can be best achieved through increased family involvement;
- j) The Agreement will be reviewed biennially (every second year) or at the request of either party. The joint reviews will focus on identifying and implementing opportunities for improvement.

## 4.0 OBJECTIVES

“Objectives” serve as an opportunity for the Parties to elaborate upon the purposes and principles with greater detail and increase their mutual understanding of expectations.

- 4.1 The First Nation and the Board agree to work together to achieve the following objectives:
- a) 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 T’Sou-ke Students’ learning by helping them feel safe and comfortable and that they have a strong sense of belonging in the school and community;
  - b) All Nation Rooms or segregated pull out of indigenous students without parent consent in the District were places that served a purpose historically in Sooke School District to now where the vision is the whole school is a place for enhancing and enrichment replacing a historical strategy of segregation;
  - c) To identify and implement measures to visually reflect First Nations culture in the School District’s infrastructure (e.g. art, role models) to foster a sense of belonging in First Nations learners; SD62 and T’Sou-ke First Nation will continue to follow the agreed upon cultural and language consultation frameworks developed with the 4 Posts;
  - d) To assess the performance of the School District, work in partnership to improve the performance of the School District to meet the educational needs of the T’Sou-ke First Nation students, and to arrange for the delivery of programs, services and practices that will address and meet these needs. Priority will be placed on:
    - a. Preschool early intervention,
    - b. Kindergarten is a developmental year and T’Sou-ke Nation Kindergarten children will have full day Kindergarten,
    - c. Assessment for learning approaches,
    - d. Issues of attendance, semester overview
    - e. Report on meeting grade expectations in literacy and numeracy English, Math, Science and Socials,
    - f. T’Sou-ke First Nation context in all curriculum K-12, and
    - g. Promoting courses such as English First Peoples and BC First Nations Studies 12; and other courses that meet the indigenous course requirements.
  - e) To develop and reinforce in T’Sou-ke First Nation Students a pride in their culture, language and history;

- f) To promote a greater understanding, awareness and respect for T'Sou-ke First Nations history, and contemporary language, culture among staff and students;
- g) To facilitate positive interaction between school staff and communities to promote and enhance cross-cultural awareness and understanding;
- h) To increase the number of T'Sou-ke First Nation Students who make a successful transition from band-operated schools to School District schools, coordination between Sum-Sha-Thut-Lellum, Strong Start, and School District schools for transition visits.
- i) To increase the number of First Nations students who make successful grade-to-grade transition, particularly at grade levels at which there tends to be a greater likelihood of, or vulnerability for, not meeting the generally held expectations of their grade level;
- j) To increase the number of T'Sou-ke First Nation students meeting proficiency in literacy and numeracy assessments taking provincially examinable courses necessary for, and leading to, entry into post-secondary education institutions;
- k) To increase the number of T'Sou-ke First Nation graduates with a Dogwood Certificate;
- l) To collaborate on the development of culturally appropriate Local First Nation programs which enhance academic, while promoting personal, social, cultural and linguistic growth; and
- m) Any other objectives as may be agreed to by the parties.

## 5.0 RESPONSIBILITIES & COMMITMENTS

The section on Responsibilities & Commitments allows the Parties to clearly articulate the steps they each agree to take to implement the agreement to achieve the agreed upon purposes and objectives, in a manner consistent with the principles. While the following sets out suggested steps the Parties may agree to take, it is not intended to be an exhaustive list. It is important that the Parties discuss and identify all actions they deem necessary to achieve the purposes of the agreement and to clearly set them out to avoid misunderstandings.

### 5.1 The Board agrees to:

- a) Enroll and provide to T'Sou-ke First Nation students an educational program in accordance with the *School Act*, Regulations, Local Education Agreement and orders thereunder, as amended from time to time;
- b) Provide access and opportunity to T'Sou-ke First Nation students in a manner consistent with Board practices for all students enrolled in education programs in the school district and to continue to strive towards success in educational programs for T'Sou-ke First Nation students;
- c) Include curriculum that promotes an understanding of and appreciation for the local history, language and culture;
- d) Promote the offering of, and enrollment in, English First Peoples 10, 11 and 12 and BC First Peoples 12, as well as indigenous-focused graduation requirement courses;
- e) Promote and support First Nation cultural activities in schools within the School District;
- f) Provide information on opportunities for parent involvement in the education of their children (e.g. Parent Advisory Committee and District Parent Advisory Committee processes) and School District and school activities by standard school process via T'Sou-ke Nation Rep. office;
- g) Promote and support professional development content focused on First Nations history, language and culture. This may be in accordance with the BCTEA section 4.17 Commencing in the 2019/20 school year, and for the duration of this Agreement, British Columbia will ensure not less than one non-instructional day per school year is focused on enhancing First Nation student learning outcomes;

- h) Ensure that T'Sou-ke First Nation students who are enrolled in programs which will give them the academic credentials to proceed to post-secondary education are not transferred into Modified or Adapted programs, such as, Westshore Secondary School, and trade programs, unless and until:
  - i) such decisions are made in collaboration with the parent or legal guardian; and informing the District Principal of Indigenous Education, of such decisions;
  - ii) the board has made best efforts to obtain the informed consent in writing of the parent or legal guardian;
  - iii) in the event the board cannot obtain informed consent from the parents, the board is to reach to T'Sou-ke First Nation to help facilitate the process before transferring students to Westshore Secondary School, all other options should be explored before consideration is given
  - iv) Specifically avoid enrolling T'Sou-ke Nation students in alternate type programs, such as Adult Dogwood.
- i) Inform T'Sou-ke First Nation in the development, implementation, monitoring and evaluation of the School District's Strategic Plan that must be prepared and submitted, to the Minister, and made available to residents of the School District and to parents of students attending schools in the district, that sets out, in accordance with the Ministry's Guidelines for District Strategic Plans:
  - i) standards for student performance;
  - ii) plans for improving student achievement in the school district, (a) literacy, (b) restitution, (c) First Peoples Principles of learning, (d) early learning programs, and (e) any other matters ordered by the Minister;
- j) Where requested by the T'Sou-ke First Nation, meaningfully engage the T'Sou-ke First Nation in the development, renewal or revision implementation, monitoring and evaluation of the NA'TSA'MAHT Enhancement Agreement, between the School District, the T'Sou-ke First Nation, other local Indigenous community organizations, designed to enhance the educational achievement of all Indigenous students and establish a collaborative partnership between Indigenous communities and the School District that involves monitoring and specific goal setting to meet the educational needs of Indigenous students;

Meaningfully involve the T'Sou-ke First Nation through an agreed process, in the planning for the expenditure of:

- i) the Nominal Roll funding;
  - ii) Indigenous Targeted Education Funding and, Special Education Funding, including for ESD; and
  - iii) Additional Funding obtained for programs or services for First Nation Students.
- l) Communicate details of this Agreement, including its purpose, objectives and principles, with school personnel, in particular teachers, parents and community (include inclusive approaches in the self-identification form at the start of the school year in collaboration with T'Sou-ke First Nation for parents/guardians)

5.2 The T'Sou-ke First Nation agrees to:

- a) Foster and promote the importance of education, including school attendance and participation, within the T'Sou-ke communities and the homes of its members, including parents, children and Elders;
- b) Promote the active participation and involvement of parents and other community members of the First Nation in the education of their children, including any available processes or forums in the School District (such as parent clubs, Parent Advisory Councils) and School District or school activities;
- c) Bring to the attention of, and educate, the Board, teachers and other School District personnel about any cultural protocols that will assist in creating a culturally sensitive learning environment (e.g. recognizing the First Nation's traditional territory in School District literature/events/functions; communicating protocol for when Elders are involved in programs); T'Sou-ke First Nation will continue to follow the agreed upon cultural and language consultation frameworks developed with the 4 Posts;
- d) Promote and provide opportunities for the Board, teachers and other School District personnel to attend community events or other events hosted by the T'Sou-ke First Nation or in collaboration with the Board;
- e) Subject to receiving tuition funding from Indigenous Services Canada, pay the Board the Tuition Fees received from the federal government as agreed to and set out in this Agreement;
- f) To have the T'Sou-ke First Nation Administrator and EMCS Family of Schools Associate Superintendent actively participate in the carrying out of the Local

Education Agreement on a quarterly basis; with the assistance of the District Principal of Indigenous Education who will help facilitate this process;

- g) Upon request, the T'Sou-ke Nation may actively participate in the development, implementation, monitoring and evaluation of the School District's Strategic Plan;
- h) To actively participate in the development or renewal, implementation, monitoring and evaluation of THE NA'TSA'MAHT Enhancement Agreement through participation in the NA'TSA'MAHT Education Council and Four Posts Advisory Group.
- i) To actively participate with the Board, through an agreed process, in the planning for the expenditure of:
  - i) the Nominal Roll funding;
  - ii) Indigenous Targeted Education Funding and Special Education Funding, including for ESD; and
  - iii) Additional Funding obtained for programs or services for First Nation Students, including BCTEA extra-curricular.
- j) Communicate details of this Agreement, including its purpose, objectives and principles, with school personnel, in particular teachers, parents and community

## **6.0 COAST SALISH LANGUAGE**

The section on Coast Salish Language provides an opportunity for the Parties to identify how SENĆOŦEN Language will be implemented in SD62 better meet the needs of First Nation students and to increase general awareness within the district of First Nation Language.

6.1 The Parties agree to, both individually and together, make every effort to:

- a) Work together to develop a plan to include SENĆOŦEN language at the grade 9 to 12 secondary level for credit; based on the SENĆOŦEN curriculum;
- b) Ensure the course is recognized as a core second language course in the school course selection;
- c) Continue & promote the SENCŦEN Language Legacy Project K – 12;

- d) To support the continued development of the Elder's culture and language legacy projects

## 7.0 CURRICULUM

The section on Curriculum provides an opportunity for the Parties to identify how they will work together to improve and develop district curriculum to better meet the needs of First Nation students and to increase general awareness within the district of First Nation language, history and culture.

7.1 The Parties agree to, both individually and together, make every effort to:

- a) Work together to improve the development and co-create of local First Nation curricula for all grades and subject areas, including the T'Sou-ke First Nation's language, history, culture, ways of knowing and being as may be agreed to from time to time; continuation of the Elder Legacy Video Project:
- b) Implement mechanisms to preserve and protect any intellectual property rights the T'Sou-ke First Nation may have in curricula;
- c) Seek to continually improve culture and language programs
- d) Seek and secure Additional Funding for curriculum development, playground, equipment, professional development and community engagement, not provided through Targeted Funds.

7.2 The Parties will each consider all opportunities to provide the resources to:

- a) Assist in curriculum development; and
- b) Promote language and culture instruction.

7.3 The Parties will work together to identify and implement mechanisms for School District credit for cultural activities.

## 8.0 ASSESSMENT AND PLACEMENT

The section on Assessment and Placement is an opportunity for the Parties to set out their expectations of the purpose of assessment and placement, as well as how these processes will be carried out in relation to First Nations students. In particular, it allows the Parties to identify how to improve these processes to ensure the needs of the students are met.

- 8.1 The Board will ensure that each T'Sou-ke First Nation student will be provided an educational program appropriate to their needs and abilities, and will ensure the student's progress is monitored and reported to the student's parents or legal guardian.
- 8.2 The Board agrees to work with the First Nation to develop appropriate assessment criteria for assessing First Nation students' needs, in particular with regard to early kindergarten level assessments, recognizing that early identification and intervention is necessary to promote student success.
- 8.3 Parents and T'Sou-ke Nation Representative and/or Administrator will be included in meetings for their children when requested.
- 8.4 The Board will work with parents, and the T'Sou-ke First Nation to:
  - a) Monitor the progress of each T'Sou-ke student; utilizing the Pathways to Graduation Grandparent's Perspectives framework (see appendix A);
  - b) Identify intervention supports to assist T'Sou-ke students to reach grade level, where necessary; and
  - c) Collaboratively make decisions about any adjustments to the level of a T'Sou-ke student's educational program and make those adjustments after making best efforts to obtain the Informed Consent in writing of the T'Sou-ke student's parent or legal guardian.
- 8.5 Assessments may include classroom, school, district or provincial assessments. These assessments result in understanding of individual learning and lead to instruction, interventions and resources that improve student learning:
  - a) Classroom assessments could include teacher-designed measures to evaluate learning and determine learning level;

- b) School, district and provincial assessments could include, for example: Assessment for Learning, Grade Wide Writes, DART, District Numeracy Assessments, Foundation Skills Assessment, Provincial Literacy and Numeracy assessment – these assessments could lead to the development of an individual success plan or behavior plan. The individual success plan is intended to meet the learning needs of the student and to bring the student to age appropriate learning level. The plan will be monitored, reviewed and revised as needed by the Principal, School-Based Team, student and parent.
- c) Professional assessments could include, for example: An Education Psychologist or a Pediatrician. These assessments could lead to the development of an Individual Education Plan, including behaviour.

8.6 Assessment and placement of, or timetable changes or new timetables for, T'Sou-ke Students will follow the School District referral process and must include the following:

- a) Assessment:
  - i) Informed Consent in writing of the T'Sou-ke Student's parent or legal guardian;
  - ii) Within one month of a referral, an appointment for an appropriate assessment is *scheduled* and all pertinent information about the assessment process is provided to the parent or legal guardian, and the school-based team;
  - iii) Within two months of completion of an assessment, a verbal and written report stating the outcome of the assessment, the options available to the T'Sou-ke Student and professional recommendations is provided to the parent or legal guardian, and the designate of the parent or legal guardians.
- b) Placement
  - i) Prior to placement of a T'Sou-ke Student on an Individual Education Plan:
    - a. An appropriate assessment must be completed, and the results must be provided to, and discussed with, the parent or legal guardian, and the school-based team;

- b. An appropriate assessment must be completed, the implication for educational services identified in an Individual Education Plan, for the purpose of assisting the student, with an ongoing reporting of services and results provided;
- c. a written report stating the reason for the placement, the options considered, and the educational opportunities gained and lost by the placement has been provided to the parent or legal guardian;
- d. The Informed Consent must be in writing of the parent or legal guardians. In the event the board cannot reach the parent or legal guardian the board will reach out to the T'Sou-ke First Nation via the District Principal of Indigenous Education to assist with the facilitation.

ii) Reporting:

- a. Written reports on the results of the placement, based on the progress of the T'Sou-ke Student, will be provided to the parent or legal guardian at the end of each reporting period during the placement.

c) Appeals of Assessment and Placement Decisions:

- i) If a parent or legal guardian wishes to appeal an assessment or placement decision, they may file such an appeal in accordance with Board Bylaw C 350 - Student Appeals;

8.7 In accordance with the *School Act*, the Board will provide the following to the parent or legal guardian upon request:

- a) Their child's student record;
- b) Copies of all reports and communications concerning their child; and
- c) Notice of all formal meetings initiated by the school concerning their child.

8.8 The Board shall inform, and invite in a timely manner, the parent or legal guardian to attend School Based Team meetings about their T'Sou-ke Students on issues such as special education.

## 9.0 TRANSITION SUPPORT

To assist in helping students become a responsible and accountable student

9.1 Successful transition for each student is demonstrated by:

- a) successful transition from Early Learning to Kindergarten,
- b) Early Learning/Kindergarten, elementary school to middle school, middle school to secondary school, secondary to post- secondary.
- c) school readiness for “Kindergarten”, such as, programs in community
- d) regular attendance at school
- e) successful in being accountable and responsible for own schooling
- f) promotion from grade to grade, Graduation, and preparation for post-secondary opportunities

## 10.0 TRANSPORTATION

Ensuring that safe and reliable bus transportation is provided for all T’Sou-ke First Nations students.

10.1 To provided bus service for all T’Sou-ke First Nation nominal roll students free of charge.

## 11.0 CULTURAL AWARENESS AND HIRING IN THE SCHOOL DISTRICT

This section provides an opportunity for the Parties to identify issues and measures in relation to increasing the number of First Nation personnel within the district. Organizations such as the BC Teachers Federation (BCTF) also have policies and programs, which may serve as guides or tools to assist the Parties in this regard (e.g. BCTF Employment Equity Program).

- 11 To prioritize implementation of local culture, language and ways of knowing and being, the T’Sou-ke First Nation, in collaboration with the Board, shall identify resource people to facilitate cultural workshops, celebrations and other events.
  - 11.1 The Board will work to combat racism and prejudice by enforcing anti-racism policies, increasing awareness and early intervention whether the actions are directed at the students, staff or community.
  - 11.2 The Board will co-create with the T’Sou-ke First Nation to deliver professional development day particular to T’Sou-ke First Nations culture activities for all educational staff working with First Nation students.

- 11.3 The Board will include the T'Sou-ke First Nation when applicable in the hiring of First Nation personnel in the school district, such as the District Principal of Indigenous Education and Associate Superintendent. The Board will honour the CUPE LOU in which new NCPA hires are members of the 4 Posts or of Indigenous ancestry.
- 11.4 The Board will provide any employment equity policy it may have to the T'Sou-ke First Nation. The Board will seek T'Sou-ke input into any amendments the Board proposed to make to its employment equity policy.
- 11.5 The T'Sou-ke First Nation will provide information regarding cultural activities, events, workshops that will have direct impact on T'Sou-ke Nation student's learning and attendance

## 12 REPORTING

The Reporting section can serve as a key mechanism for accountability as it provides an opportunity for the Parties to set out specifically what information will be reported, how the information will be reported and who will receive the reports. The reporting process serves as a key component of accountability and a means by which the implementation of the agreement and progress in meeting its purposes may be evaluated.

- 12.1 Bi-annual, semi, twice a year or upon request Reports:
- a) The Principals or classroom teachers of local schools will meet with T'Sou-ke First Nation designated representatives upon request and will provide:
    - i) the number of T'Sou-ke First Nation students covered by this Agreement, and a description of the programs in which they are enrolled;
    - ii) an outline of student progress, utilizing the Pathways to Graduation Grandparent's Perspectives (see appendix A) and may also include attendance, disciplinary action, awards and data. Note: if items of an individual student nature are to be discussed then the written Informed Consent of the parent or legal guardian regarding individual students must first be obtained.
- 12.2 Reporting:
- a) The Board will produce and provide to the T'Sou-ke First Nation bi-annual reports of T'Sou-ke student progress indicators with the 1<sup>st</sup> report on or before January 31<sup>st</sup>, 2<sup>nd</sup> report on or before July 31<sup>st</sup> outlining the provision of educational programs to T'Sou-ke students under this Agreement, including:

- i) the number of T'Sou-ke students enrolled in the School District as of September 30th of the school year and at the start of each LEA meeting during the year;
- ii) the number of T'Sou-ke students enrolled in alternate programs
- iii) utilizing the Pathways to Graduation Grandparent's Perspectives (see appendix A) to measure the success of T'Sou-ke students, and may include references to attendance rates, promotion, graduation;
- iv) update on any services outside of the basic curriculum that T'Sou-ke students received
- v) report of the school's activities such as cultural activities, field trips and guest speakers;
- vi) identification of areas that require greater focus to enhance T'Sou-ke student success;
- vii) notice to the T'Sou-ke of changes in grade levels or timetable systems planned by the School District for the September school opening; and
- viii) other issues agreed upon by the Board and the T'Sou-ke First Nation.

12.3 Upon request by the T'Sou-ke First Nation, the Board will meet with the Band Administrator to further bi-annual reports.

#### 12.4 T'Sou-ke Student Progress Indicators

The school shall include the following in a verbal or written report to T'Sou-ke First Nation during LEA meetings:

1. Number of T'Sou-ke students receiving a Dogwood (Double Dogwood) at each secondary school
2. T'Sou-ke Students graduating with English Studies<sup>12</sup>
3. T'Sou-ke Students graduating with Adult Dogwood
4. Number of T'Sou-ke students receiving School Leaving Evergreen Certificate
5. Report achievement in Literacy and Numeracy
6. Attendance / tardiness rates of T'Sou-ke students

7. Involvement Profile (i.e. extracurricular programs)
8. English 10 Course, Mathematics 10 Course, Science 10 and 11, Social Studies 11 or 12, First Peoples 12, English Studies 12 Course
9. Student withdrawal data
10. Early leavers
11. Family Involvement
12. Community support

### **13 COMMUNICATION**

The Communication section allows the Parties to identify modes of communication, and all those with whom the Parties will communicate, to build and improve relationships and to meet the purposes and objectives of the agreement.

- 13.1 The Parties will approach the LEA as a ‘living document’ and an integral part of education and a part of school staff meeting agenda, senior management meeting agendas, as well as partner groups agendas- standing agenda item;
- 13.2 The Parties will endeavor to establish and ensure excellent communication with each other including, but not be limited to, regular and continual contact through newsletters, correspondence and in person meetings, as appropriate, and follow communication protocols as requested by the T’Sou-ke First Nation, to go via District Principal of Indigenous Education;
- 13.3 The Parties will encourage parents or legal guardians, as the case may be, to attend regular and frequent parent-teacher interviews and develop appropriate strategies with teachers to address any issues regarding the parent’s or legal guardian’s child;
- 13.4 Whenever possible have meetings done in the students’ own schools or community to increase student support and reduce increased travel (for example, student review);
- 13.5 Consistent communication with parents, legal guardians and T’Sou-ke Nation Representative to keep everyone in the loop of all happenings;
- 13.6 *Any other provisions the parties agree are useful/necessary.*

## TUITION PAYMENT

The Tuition Payment section is where the Parties set out a process and schedule for the payment of tuition by the First Nation to the Board, as well as the implications of such issues as labor disputes and early leavers. The Parties should design a payment schedule appropriate to their circumstances.

- 13.7 For T'Sou-ke students on the Nominal Roll and attending schools operated by the Board on September 30<sup>th</sup>, and for whom the T'Sou-ke has received tuition funding from ISC, the First Nation will pay to the Board the Tuition Fees.
- 13.8 The September 30<sup>th</sup> nominal roll enrolment figures shall be certified by:
- a) The School Principal and Secretary Treasurer of the Board; via the District Principal of Indigenous Education
  - b) The T'Sou-ke First Nation Finance Manager; and
  - c) A representative of ISC.
- 13.9 The Eligible Tuition Fees payable for each school year shall be paid by the T'Sou-ke First Nation to the Board according to the following schedule and based upon the September 30<sup>th</sup> Nominal Roll figures<sup>1</sup>:
- a) 50% of tuition fees invoiced by March 31.
  - b) 50% of tuition fees invoiced by May 31.
- 13.10 In the event of a school closure due to a labour dispute, the tuition fee will be equitably adjusted by the agreement of the Parties and returned to the T'Sou-ke for their T'Sou-ke students' benefit in the same manner as occurs with the Ministry of Education. Any adjustment shall take into consideration the number of days of school closure and adjustments in funding made by funding sources to the First Nation and to the Board. It is the intention of the Parties that neither the First Nation nor the Board should benefit financially from a school closure.
- 13.11 The T'Sou-ke First Nation and the Board 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).
- 13.12 *Any other provisions the parties agree to that are useful/necessary.*

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<sup>1</sup> The payment schedule may be dependent upon the First Nation's funding agreement with DISC.

## **14 DEFAULT**

The Default section is an opportunity for the Parties to clarify what will happen in the event of a default under the Agreement. It may be a referral to a dispute resolution process, or the Parties may choose to set out in greater detail about what constitutes a default under the Agreement.

- 14.1 If there is a default under the terms of this Agreement, the issue will be referred to the dispute resolution process outlined in Section 18.

## **15 MONITORING, REVIEW & IMPLEMENTATION**

This section allows the Parties to clearly articulate the steps they each agree to take to implement the agreement to achieve the agreed upon purposes and objectives in a manner consistent with the principles. While the following sets out suggested steps the Parties may agree to take, it is not intended to be an exhaustive list. It is important that the Parties discuss and identify all actions they deem necessary to achieve the purposes of the agreement and to clearly set them out to avoid misunderstandings.

- 15.1 The T'Sou-ke First Nation Administrator and the Secretary Treasurer agree to actively carry out implementation of the LEA.
- 15.2 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.

## **16 TERM**

The Term section is where the Parties set out the date for the commencement and expiration of the Agreement. One of DISC's requirements is that LEAs have defined terms. The term should coincide with, or be reflective of, the fact that they are tied to funding agreements between the First Nation and DISC.

- 16.1 The term of this Agreement will be 5 years, from September 1, 2023 to September 1, 2028 inclusive.
- 16.2 This Agreement shall be considered in effect for another full 5-year term unless notice is given 90 days prior to September 1, 2028.
- 16.3 Either Party may terminate this Agreement with written notice given 90 days prior to expiry date.

## 17 DISPUTE RESOLUTION

The Dispute Resolution section is an opportunity for the Parties to set out a mutually acceptable process for addressing any disputes that may arise so that they can be addressed or resolved. The parties are encouraged to develop a dispute resolution process that is appropriate to their circumstances. The process set out here serves as one possible model.

- 17.1 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, Parties agree to use their best efforts to resolve such disputes in a reasonable and timely manner.
- 17.2 If there is a dispute between the Parties, the Parties will attempt to use any and all face-to-face means to resolve the dispute through senior level representatives.
- 17.3 If senior level representatives are unable to resolve the dispute, the Parties will refer the matter to a Dispute Resolution Committee.
- 17.4 Dispute Resolution Committee:
- a) If a dispute between the First Nation and the Board under this Agreement is not settled in a timely manner, the parties shall establish a Dispute Resolution Committee consisting of three members to resolve the dispute as expeditiously as possible.
  - b) The Board and the First Nation will each appoint one person to the Dispute Resolution Committee and those two members of the Committee shall appoint a third person who must be a consultant of a dispute resolution organization, who shall be the Chair of the Dispute Resolution Committee.
  - c) The first two appointees will convene a meeting as soon as reasonably possible to appoint the third member of the Dispute Resolution Committee to consider and resolve the dispute.
- 17.5 Proceedings:
- a) When a dispute is under consideration by the Dispute Resolution Committee, the Dispute Resolution Committee shall determine the manner in which the Parties shall proceed to carry out their respective obligations under this Agreement until the dispute is resolved.

- b) Both Parties will be provided an equitable opportunity to present their case and related evidence to the Dispute Resolution Committee and, though no formal rules of evidence shall apply to proceedings for the Dispute Resolution Committee, established legal procedure and evidentiary rules may be used as a guide to conducting the proceedings.
- c) Proceedings of the Dispute Resolution Committee shall be fully accessible to the Board and the First Nation.

17.6 Decision:

- a) The Dispute Resolution Committee shall render a binding decision in writing to the parties within 20 business days of the conclusion of its proceedings.

17.7 The Parties will endeavor to resolve issues or disputes that may arise about this Agreement, or its implementation, in manner that fosters an improved, ongoing and respectful relationship between the Board and the First Nation.

**18 NOTICES**

18.1 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, email, 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 First Nation:  
T'Sou-ke First Nation  
P.O. Box 307

2154 Lazzar Rd  
Sooke, BC  
V9Z 1G1

If to the Board:  
The Secretary-Treasurer  
School District 62  
3143 Jacklin Road,  
Victoria BC,  
V9B 5R1

## 19 GENERAL

The General provisions include provisions often found in agreements between First Nations and other parties. These should include a non-derogation and without prejudice provision in relation to Indigenous and treaty rights.

- 19.1 This Agreement will be governed by and construed in accordance with the laws in force in the Province of British Columbia.
- 19.2 This Agreement will be to the benefit of, and binding upon, the Parties hereto and their respective successors and assigns.
- 19.3 The Parties acknowledge that:
  - 7.1.1 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 limits any priorities afforded to the Indigenous or treaty rights of the First Nation, and
  - 7.1.2 that this Agreement is without prejudice to the rights of the Parties and the First Nation with respect to such matters.

## PATHWAYS TO GRADUATION CIRCLE THE GRANDPARENTS' PERSPECTIVE FRAMEWORK (2022-23)

*The Pathways to Graduation Circle – Grandparents' Perspective* framework is modelled after the good work being done in both SD68 Nanaimo-Ladysmith and SD72 Campbell River. It is designed to answer the question, “How is each First Nations, Inuit and Métis student doing on their path to graduation?” or through the voice of a grandparent “Tell me about my grandchild, are they on their path to graduation?”.

The intent of the framework is that through safe and focused conversations we will have a clearer understanding of who is on their pathway to graduation and who may require additional care. Envisioning a grandparent in the space ensures we enter each circle conversation with a good heart and mind remembering that families entrust their children with us each day with hopes that they will be both successful and happy at school.

SD62 has begun the *Pathways to Graduation Circle* framework this year to honour the efforts towards reaching the goals of the NA'TSA'MAHT Enhancement Agreement. Between November and May, we plan to visit each Elementary School once and all Middle and Secondary Schools twice. Next year there will be bi-annual visits to all schools.

*Pathways to Graduation Circle* meeting invites have been sent to you and other members of the school staff from the NIE Department. Schools should host the Circle in a private space, noting conversations will range between 1 and a half hours to two hours. A list of the First Nations, Inuit and Métis students will be sorted alphabetically from highest to the lowest grade level and sent to the school principal/vice-principal prior to the meeting. It would be useful for participants to review student attendance and academics records in advance as well as note any other significant information that will support conversations.

Throughout the Circle time, the priority of the conversation will focus on students transitioning to the new school level (Gr 5, 8, and 12). We will begin with the highest grades and review each student's attendance and engagement, academics, adult/peer connections and overall wellness using a Green (celebrate) – Yellow (monitor)– Red (action) framework. Responses should confirm each child is doing well or bring forward actions to support each child. For Grade 10 to 12 students, meeting course requirements for graduation will also be reviewed. Information will be compiled into a confidential spreadsheet by the NIE Department for each school.

As mentioned, this is the first year of implementation of *The Pathways to Graduation Circle – Grandparents' Perspective Framework*. To date we have found the conversations to be enlightening and have inspired celebrations and actions. We are certain the framework and circle meetings will make a positive impact for learners in the years to come.

Thank you for your collective commitment to improve the success of First Nations, Inuit and Métis students in SD62. We look forward to participating in this meaningful journey with you.

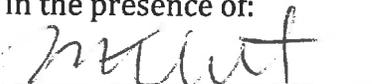
**IN WITNESS WHEREOF** the parties have executed this agreement as of the date first above written.

SIGNED on behalf of the T'Sou-ke

First Nation by its duly authorized Officers

  
Chief

in the presence of:

  
Witness

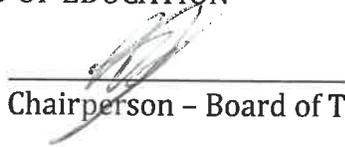
  
Councillor

  
Councillor

SIGNED: ON BEHALF OF THE BOARD OF EDUCATION

  
Witness

  
Secretary Treasurer SD #62

  
Chairperson - Board of Trustees