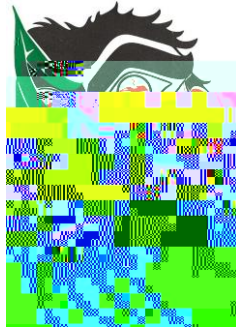


LOCAL EDUCATION AGREEMENT

The ESQUIMALT NATION as

Represented by the Esquimalt Nation through its Chief and Council



AND

The BOARD OF EDUCATION OF SCHOOL DISTRICT #61

(GREATER VICTORIA)

January 1, 2022 to June 30, 2026

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THEREFORE the Parties agree as follows:

1.0 PURPOSE

1.1 The Parties agree that the purposes of this Agreement are 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 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 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 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) students will feel safe at school, including safety from racism (students and staff), indifference, bias, marginalization, bullying and stereotyping;
- c) emotional, social, cultural, and spiritual influences in addition to academic programming while at school;
- d) access to resources that support their sense of belonging, including access to the Education department at Esquimalt Nation;
- e) There will students and their attendance and achievement levels;
- f) Promoting success for students will occur through regular and ongoing communication between the School District and the Nation;
- g) Relevant data will be used to benchmark progress and inform decision-making to students;
- h) Individual student needs and academic progress will be assessed early and often to ensure that adequate resources/supports are assigned accordingly. Strength based

approaches will focus on looking for opportunities to complement and support existing strengths and capacities;

- i) Board policies and the learning environment will be respectful and, in partnership with local Nations, will promote a greater understanding among staff and students of the local Nations history, territory and contemporary matters.

3.0 STRATEGIC PRIORITIES AND OBJECTIVES

3.1 The parties agree to _____ respective strategic plans and strategies as it relates to the goals of Education.

3.2 The Nation agrees to be guided by the goals of the Esquimalt Nation Education Strategic Plan 2021-2026:

Goal 1: Prepare early learners (Ages 0-6) for academic and social success.

Strategy 2: Support the spiritual, intellectual, and physical growth of early learners in formal programs.

Goal 2: Improve the academic achievement and school experience of K-12 students.

Strategy 1: Ensure the Nation, School District and families are working collaboratively to support the spiritual, intellectual, and physical growth of all students.

Strategy 2: Recognize cultural commitments as important life skills and find a balance of support between culture and mainstream education.

Strategy 3: Students will have access to extra-curricular activities which contribute to optimal learning and holistic wellness.

Strategy 4: Advocacy efforts will work towards equity in student support and achievement.

Strategy 5: Ensure students are supported in achieving full credit graduation requirements (Dogwood Diploma) and feel empowered to step into post-secondary education/training or employment post-graduation

Strategy 3: Increase exposure to and understanding of Lekwungen words and language structure.

Strategy 4: Incorporate holistic Indigenous language/culture at all programs and events.

Goal 4: Continue to build educational capacity and programming opportunities.

Strategy 1:
direction.

Strategy 2: Ensure policies and procedures are in place related to equitable allocation of educational resources for K-12 students.

Strategy 3: Ensure policies and procedures are in place related to effective and equitable programming.

Strategy 4: Ensure that educational programming is designed to support employment outcomes.

Strategy 5: Ensure members are well informed of the educational programming and resources available to them.

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

Goal 1: Create an inclusive and culturally responsive learning environment that will
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
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:

6.0 EDUCATIONAL CURRICULUM & RESOURCES

- 6.1 The Parties agree to implement the BC curriculum as revised, to integrate First Peoples Principles of Learning, authentic Indigenous resources, and diverse learning experiences including land-based education and traditional ecological knowledge, with a focus on Lekwungen and Coast Salish culture as much as possible.
- 6.2 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 professional development purposes; and
 - c) Any other proposed or intended use requires written consent from the Nation.

7.0 EDUCATION PROGRESS

- 7.1 The Board and the Nation will support all students in their educational journey to develop the skills, knowledge, and aptitudes to achieve the Dogwood Diploma.
- 7.2 For greater clarity, the Board will ensure the intentional or unintentional streaming or tracking of students is not tolerated and that 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.
- 7.3 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 and collaboratively make decisions about any adjustments to the level of a student's educational program and make those adjustments but only where the informed

15.0 TRANSPORTATION

- 15.1 In order to access the First Nations Transportation Fund, the Parties will identify the Nation s 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(s), including contingency measures for unexpected circumstances.
- 15.2 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.
- 15.3 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.
- 15.4 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

21.2 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.

22.0 NOTICES

22.1 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 Director of Finance
Esquimalt Nation
1189 Kosapsum Crescent
Victoria, B.C.
V9A 7K7

If to the Board:

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

23.0 GENERAL

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

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

23.3 This Agreement supersedes any and all previous local education agreements between the Parties.

23.4 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 working on learning outcomes of any grade or course level may be supported through the use of adaptations.

“Adult Dogwood” means an adult high school diploma that 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. Students must obtain twenty credits for completing specified courses to obtain this 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.

“Behaviour Support Plan” is a strengths-based plan that assists students in developing skills to decrease challenging behaviours and increase positive behaviours. The plan may include teaching, improved communication, building relationships and other interventions.

“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. Students must obtain 80 credits, including 52 course credits from required courses to obtain this diploma.

“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 (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

“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;

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 responsibility for 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 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, which must be spent on the provision of these programs and services.

“Truth and Reconciliation Commission of Canada” (TRC) The TRC is a component of the Indian Residential Schools Settlement Agreement. Its mandate is to inform all Canadians about what happened in Indian Residential Schools (IRS) and to articulate calls to action to guide and inspire Indigenous Peoples and Canadians in a process of reconciliation and renewed relationships that are based on mutual understanding and respect.

“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

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