

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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THIS AGREEMENT shall be effective from the 1st day of January 2022.

BETWEEN:

THE ESQUIMALT 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 a 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 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 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) The success of the Nation's students will be informed by physical, psychological, emotional, social, cultural, and spiritual influences in addition to academic programming while at school;
- d) The Nation's students will feel a sense of belonging while at school and will have access to resources that support their sense of belonging, including access to the Education department at Esquimalt Nation;
- e) There will be high expectations for the Nation's students and their attendance and achievement levels;
- f) Promoting success for the Nation's 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 support the Nation's 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 each other's 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 1: Offer quality daycare programs for the Nation's parents and early learners.

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.

Goal 3: Further develop language and culture programming.

Strategy 1: Continue to work with Elders to document the Lekwungen language.

Strategy 2: Develop curriculum relevant to early learning, K-12 education, and adult education.

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: Ensure educational goals are integrated into the Nation's overall strategic 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'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 learner's 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 learner's 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 INFORMED CONSENT

- 4.1 Throughout this agreement there will be reference to the district providing the Nation with information about individual Nation students. It is understood that this action will only occur with the informed consent of the individual parent/guardian.

5.0 RESPONSIBILITIES & COMMITMENTS

- 5.1 The Board agrees to:

- a) Foster a learning environment, at all levels of the school system, that establishes high expectations for the Nation's students and that maximizes their learning by helping them feel safe and comfortable and by nurturing a strong sense of belonging in the school;
- b) 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;
- c) Provide educational resources that promote an understanding of Lekwungen history, territory and contemporary matters;
- d) 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;

- e) Encourage and support the Nation's students to participate in extracurricular and sports activities;
- f) Communicate with and provide timely information to parents and legal guardians regarding their child's ongoing academic progress and educational program;
- g) In collaboration with the Nation, communicate details of this Agreement, including its purpose, objectives and principles, with school personnel, in particular principals and teachers;
- h) Give direction and support to principals regarding the implementation of this Agreement, as appropriate, and have measures in place to hold personnel accountable;
- i) Include the Nation in discussions regarding the use of Targeted Aboriginal Education Funding;
- j) Provide an annual contract, the amount to be specified in each annual contract, for the hiring of staff to support Nation students as determined by the Nation.

5.2 The Nation agrees:

- a) To establish and grow a positive and collaborative working relationship based on open, regular and effective communication;
- b) To support the Nation's students in attending school on time and being ready to learn;
- c) To promote a greater understanding, awareness and respect for the Nation's history, language and culture among staff and students;
- d) To work in collaboration with the schools and families 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;
- e) To work in collaboration with the schools and families to increase graduation rates and eligibility for post-secondary training, and develop student's skills that will assist in the development of their communities.

5.3 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.

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's 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 Nation's 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 marginalization of the Nation's 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 consent in writing has first been obtained.
- 7.4 The Board will ensure there is appropriate and timely (i.e. early) counselling support for career and post-secondary education planning available to students.

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

- 8.1 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.
- 8.2 In cases where a Nation student is recognized as requiring additional support 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.

- 8.3 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.
- 8.4 In cases where a Nation student has undergone an advanced assessment, plans will be reviewed annually to determine which, if any, follow-up assessments are to be conducted to ensure support strategies are still relevant and appropriate.
- 8.5 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.

9.0 ADDITIONAL SUPPORTS AND SERVICES

- 9.1 In cases where a student is recognized as having additional needs, supports and services will be offered to help the student 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.
- 9.2 The Board and the Nation will ensure that students and parents/guardians have the opportunity to request a liaison from the Nation participate in the student's support planning.
- 9.3 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.
- 9.4 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.

10.0 VULNERABLE STUDENT PLACEMENT

- 10.1 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) or Behavioral Support Plan (BSP) will be created with parental consent and involvement, and regularly reviewed, for that Nation student. With consent a copy will be sent to the Nation.

11.0 CHILDREN IN CARE

- 11.1 The parties will collaborate and share responsibility to support and promote success at school for the Nation's Children and Youth in Care (CYIC).
- 11.2 The Board will ensure a school plan is developed that supports literacy, numeracy, social emotional learning and cultural connections.
- 11.3 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. The Nation will remain a consistent advocate for all Nation students who are in care.

12.0 STUDENT CONDUCT

- 12.1 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.
- 12.2 With written consent of the student's parent, the board will notify the Nation of disciplinary action, and provide to the Nation a copy of all correspondence related to the discipline of the Nation student by the school administrator.
- 12.3 The Board will ensure that situations requiring disciplinary action are analyzed from a trauma informed and culturally responsive perspective, identifying and focusing on the root cause of the behavior.
- 12.4 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.

13.0 STUDENT SAFETY

- 13.1 The Board will share with the Nation any policies, practices, school's 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).

14.0 HUMAN RESOURCES

- 14.1 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, and Senior Staff.

15.0 TRANSPORTATION

- 15.1 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(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 notice within a reasonable time in order to respond to any such changes.

16.0 REPORTING

- 16.1 Nation, School, and District Meetings:
 - a) The Board and school(s) will provide at least once every two months to the Nation, with informed consent:
 - 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) A summary of student achievement, attendance, any discipline action, and retention data;
 - iii) A summary of any injuries/medical incidents that are reported through the online first aid portal;
 - iv) A summary of Nation student parental contacts made (e.g. by phone, email, school or home visits);
 - v) The number of Nation students enrolled in alternate programs, secondary courses and ungraded programs;
 - vi) Supports for successful transition to post-secondary education;

- vii) A summary of services and supports provided to Nation students on IEPs or Behavior Support Plans

16.2 Annual Report:

- a) The Board and school(s), in collaboration with the Nation, agree to produce and provide to the Nation an annual report on or before July 15th 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 term (semester where applicable) during the year;
 - ii) Measures of success of Nation students, including aggregate results for literacy and numeracy grade levels for K-8, course marks for Math and English for Grades.9-12, attendance rates, grade to grade transition by level, anticipated graduation rate and type of diploma (to be confirmed in the fall), and student transfers;
 - iii) A summary of the number and the designation of Nation students with IEPs placed in Modified or Adapted programs;
 - iv) A summary of any supplementary 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 recommended for greater focus for the coming year to enhance Nation student success;
 - vii) Provide a summary to the Nation regarding the number of children and youth in care,

16.3 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.

16.4 Where an individual student is to be discussed, the written Informed Consent of the parent or legal guardian must first be obtained.

16.5 Each fall the Parties and school(s) agree to jointly prepare an annual report for community on progress under this Agreement.

16.6 The Board agrees to provide the annual "How Are We Doing?" (HAWD) Report to the Nation.

17.0 COMMUNICATION

- 17.1 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.
- 17.2 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.
- 17.3 The Parties will encourage functions and meetings, such as parent-teacher interviews, to be held in the community where appropriate.
- 17.4 The Board will ensure that all general communication from schools to families (mass emails, newsletters etc.) are also sent to the Nation.
- 17.5 The Board will ensure that the school calendar will be forwarded to the Nation upon completion.

18.0 TUITION PAYMENT

- 18.1 As per the Band Council Resolution requested by the Nation, the Parties agree that the Nation will not receive Tuition Funding from Indigenous Services Canada, instead the funding will be paid by Indigenous Services Canada directly to the Ministry of Education. Therefore, the Nation is not responsible for payment of Tuition Fees of the Nation's students and the Board will not invoice the Nation for students attending a school operated by the Board on September 30th.
- 18.2 The Parties agree the September 30th Nominal Roll enrolment will be verified by:
 - a) The Nation authorized representative.
 - b) The Board authorized representative.
- 18.3 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).

19.0 IMPLEMENTATION, MONITORING, REVIEW: LEA COMMITTEE

19.1 The Parties hereby establish a joint LEA Committee responsible for overseeing the implementation of this agreement as follows:

- a) One Esquimalt Nation Council member, or their designate;
- b) The Esquimalt Nation Education Director;
- c) No more than three additional members of the Nation's Education team;
- d) An Associate Superintendent;
- e) Designated representative(s) of Craigflower Elementary, Shoreline Community Middle School and Esquimalt High School and other Board schools with Esquimalt students;
- f) The Director of Indigenous Education and/or District Principal of the Indigenous Education Department of the Greater Victoria School District;
- g) Other individuals may be invited to attend specific meetings with the Committee's approval.

19.2 The Parties agree that the LEA Committee will meet in the fall, winter, and spring to jointly monitor the effectiveness of this Agreement and identify, plan, and create opportunities for improvement of this Agreement, to achieve its purposes, principles and objectives.

20.0 DISPUTE RESOLUTION

20.1 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 resolve such disputes together in a timely fashion, and in a manner that fosters ongoing respectful relationships between the Board and the Nation.

20.2 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.

21.0 TERM & AMENDMENTS

21.1 The term of this Agreement will be four and one half (4 1/2) years, beginning January 1, 2022 and ending June 30, 2026, unless the Parties agree, in writing, to:

- a) Terminate the Agreement; or
- b) Renew the Agreement, with or without amendments.

- 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’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 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 FNESC 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. An ILP could include a Behavioral Support Plan.

“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.

“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 support 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 ordinarily living on-reserve and attending elementary/middle/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 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” (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 one or more of the following factors: not meeting learning outcomes, significant absence from school, not transitioning to the next grade, failing courses, behaviour and/or mental health challenges, under suspension, not at grade level or is a child in care.