

LOCAL EDUCATION AGREEMENT

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



AND

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



July 1, 2025 to June 30, 2030

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BETWEEN:

THE SONGHEES NATION

(hereinafter called the “Nation”)

AND:

THE BOARD OF EDUCATION OF

SCHOOL DISTRICT No. 61

(hereinafter called the “Board”)

AND:

(collectively called the “Parties”)

PREAMBLE:

WHEREAS

- A. On July 1, 2018, the Province of British Columbia (the “Province”), the Government of Canada and the First Nations Education Steering Committee (“FNESC”) entered into the BC Tripartite Education Agreement (“BCTEA”). Consistent with the implementation of BCTEA, the Province and FNESC are working together to make systemic shifts to support successful educational outcomes of all First Nation students, regardless of where they live or are enrolled in school in British Columbia, through the provision of high quality and culturally relevant elementary, middle, and secondary educational programs and services, and supported by funding that is responsive to the unique needs of First Nation Students and communities.
- B. Local Education Agreements (“LEAs”) are an integral part of the delivery of educational programs and services to First Nation students attending BC Public Schools, as they are an important mechanism for building relationships between First Nation communities and boards of education and BC Public Schools to support improved First Nation student outcomes.
- C. The Province, the Government of Canada, and FNESC developed LEA Guiding Principles, pursuant to Schedule H of the BCTEA to, among other things, apply to and be incorporated substantively into this LEA to inform and guide boards of education and First Nations in implementing this LEA.
- D. Indigenous peoples have the right to establish and control their educational systems and institutions, as affirmed in the United Nations Declaration on the Rights of Indigenous Peoples (“UN Declaration”), and as an aspect of their inherent right of self-government as recognized and affirmed under section 35 of the Constitution Act, 1982.

- E. The Province enacted the Declaration on the Rights of Indigenous Peoples Act (“Declaration Act”) on November 28, 2019, the purposes of which include to affirm the application of the UN Declaration to the laws of British Columbia, and which requires the provincial government to, in consultation and cooperation with Indigenous peoples, take all measures necessary to ensure the laws of British Columbia are consistent with the UN Declaration and to develop an action plan to meet the objectives of the UN Declaration.
- F. Article 14 of the UN Declaration, affirms, *inter alia*, the right of Indigenous people to all levels and forms of education of the State without discrimination, and that 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.
- G. The Province released its Draft Principles that Guide the Province of British Columbia’s Relationship with Indigenous Peoples in May 2018 (“10 Principles”), which provide guidance on how representatives of the Province engage with Indigenous peoples. The preamble provides that the 10 Principles:

“..are intended as bold statements to guide this new relationship and end the denial of Indigenous rights that have led to disempowerment and assimilationist policies and practices. The principles will assure the Province conducts itself in a way that reflects a clear shift in an often troubled relationship with Indigenous peoples to a modern government-to-government relationship that is strong, sophisticated and valued. These principles create the space needed to exercise our respective jurisdictions for the benefit of all British Columbians. We will recognize success when we know Indigenous peoples believe themselves to be self-determining, self-governing, self-sufficient and can practice their Indigenous cultural traditions and customs as an important and respected part of B.C. society.”
- H. Principle 10 of the 10 Principles reflects the Province’s recognition of the need to take a distinctions-based approach to its relationship with Indigenous peoples:

“10. The Province of British Columbia recognizes that a distinctions-based approach is needed to ensure that the unique rights, interests and circumstances of Indigenous peoples in B.C. are acknowledged, affirmed, and implemented.

The Province recognizes First Nations, the Métis Nation, and Inuit as the Indigenous peoples of Canada, consisting of distinct, rights-bearing communities with their own histories, including with the Crown. The work of forming renewed relationships based on the recognition of rights, respect, co-operation, and partnership must reflect the unique interests, priorities and circumstances of each people.”
- I. Application of this LEA is a step consistent with the Province's implementation of BCTEA, the UN Declaration, the 10 Principles, as well as the Truth and Reconciliation Commission of Canada’s (“TRC”) Calls to Action for reconciliation.

- J. The Nation has the authority, pursuant to the School Act (Bill 40), to require this LEA to apply to the Nation and the Board.
- K. The Nation has authority and responsibility with respect to the education of its children and youth, which includes a funding role with respect to Nations Students, and desires to ensure these children and youth all have access to and receive quality education that is safe, respectful, and reflective of their unique culture and history, that leads to successful education outcomes.
- L. The Parties agree that the Board, district staff, principals, vice-principals, teachers, and all other staff in the School District have a central and important role in delivering quality education programs and services for the implementation of an effective LEA.
- M. This LEA sets out measures for a relationship between the Parties to support Nation Member Students, as well as terms and conditions regarding the purchase of educational programs and services by the Nation from the Board for the Nations Students.

THEREFORE the Parties are responsible as follows:

1.0 PURPOSE

- 1.1 The purposes of the LEA are to set out terms and conditions related to:
 - a) serving 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.
 - b) the purchase of educational programs and services by the Nation from the Board for the Nation's students attending Schools in the School District;
 - c) the roles and responsibilities of the Parties in working together to improve the Nation Member Students' achievement, including high levels of success, graduation and transition to post-secondary education, training and/or employment, acknowledging the important role the Board has in achieving this; and
 - d) developing relationships between the Parties, including measures for building a positive, effective, collaborative, and constructive relationship between the Nation and the Board.

2.0 GUIDING PRINCIPLES

- 2.1 The Parties will be guided by the UN Declaration, which affirms that Indigenous people have a right to all levels and forms of education of the state without discrimination and that 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.

- 2.2 The Parties will consider all Nation Member Students where reference to Nation Students is specified in the LEA Guiding Principles.
- 2.3 The Parties will be informed and guided by the LEA Guiding Principles, set out below with clarifications for implementation purposes:

First Nations' Central Role in First Nations Education

- a) Indigenous families and communities have the right to retain shared responsibility for the upbringing, training, education, and well-being of their children, consistent with the rights of the child, and 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.
- b) First Nations in British Columbia have control of, and decision-making responsibility for, First Nations education.
- c) First Nations have a central role in the education of their students, regardless of where they attend school.

First Nation Students Access to Quality Education

- a) First Nation Students, at all levels of education, must have access to educational opportunities that:
 - i. ensure that they are confident in their self-identity, their families, their communities and traditional values, languages and cultures;
 - ii. give them the skills they need to thrive in contemporary society, including 21st century technological skills; and
 - iii. prepare them to access any opportunities they choose for higher learning, employment, and life choices.

Reconciliation & Collaboration in First Nation Education

- a) First Nations education in British Columbia is highly complex, engaging federal, provincial and First Nation authorities, roles, and responsibilities and, therefore, requiring collaboration and cooperation to ensure that all First Nation Students are supported to achieve successful education outcomes.
- b) The gap in educational outcomes between First Nation Students and non-First Nation students is a persisting legacy of colonialism, and concerted efforts and proactive measures are required by the Parties to eliminate this gap and contribute to reconciliation in education.

- c) The Province, Canada, and First Nations in BC as represented by FNESC have a shared interest and priority in supporting excellence in First Nations education, including supporting First Nation Students to fulfil their educational potential by having access to and receiving quality education that is respectful and reflective of their unique culture and history.
- d) Strong, effective, and inclusive educational systems provide a fundamental opportunity for building relationships and advancing reconciliation between the Crown and First Nations, as expressed in the TRC Calls to Action and the UN Declaration.
- e) Quality First Nations education includes standards, programs, services, school supports and investments that provide appropriate tools and resources aimed at achieving successful First Nation Student outcomes and achievements, while addressing their unique needs.
- f) Learning environments will be respectful and will promote a greater understanding among staff and students of the Nation's history, territory, and contemporary matters.
- g) There will be high expectations for the Nation's students and their attendance and achievement levels.
- h) LEAs are an important mechanism to facilitate relationship-building between the Parties, from negotiation through to ongoing implementation, this will be achieved by promoting success for the Nation's students through regular and ongoing communication between the school district and the Nation including schools, parents, Elders, ŠXʷUÉLI PAC and other Community members.
- i) The standards set by the United Nations Declaration on the rights of Indigenous Peoples apply to First Nations education.
- j) The TRC Calls to Action set out a framework for reconciliation, including with regard to First Nations education, that must inform the relationships and collaboration between First Nations, the Province and boards of education.

Parental Choice (Bill 40 Legislation)

- a) First Nation governments, through internal government processes with First Nation Parents, have the right to determine which Schools First Nation Students will be entitled to attend to receive the benefit of an education program.

First Nation Student Safety

- a) First Nation Students have a right to feel safe at school, including safety from racism (perpetuated by students or staff), indifference, bias, marginalization, bullying and stereotyping.

Shared Accountability and Data-Sharing

- a) LEAs are more than a mere financial transaction and serve as a core shared accountability mechanism for both First Nations and boards of education regarding First Nations education in BC Public Schools.
- b) Timely and relevant data is required to inform decision-making to support the Nation's Students. The Parties will work together to co-develop any relevant reports that will support the sharing of this data.

3.0 RESPONSIBILITIES & COMMITMENTS

3.1 The Board will:

- a) ensure that Nation Member Students have equitable access to educational programs and services in the Greater Victoria School District;
- b) strive towards high levels of Nation Member Student success in educational programs, including:
 - i. working with the Nation to support and improve the attendance of Nation Member Students, including developing, maintaining and implementing an attendance protocol that sets out the process for recording student attendance and the approach to excused and unexcused absences, suspensions, partial days, and procedures for reporting absences to the Nation and Parents, with the overall purpose of encouraging regular attendance necessary for success in Schools;
 - ii. working with the Nation to develop and implement strategies to keep Nation Member Students in school;
 - iii. working with the Nation in the case of an Early School Leaver who is still enrolled in an educational program provided by the board, this shall be done by working with:
 - 1. the Parent and the Nation Member Student;
 - 2. the Nation, where the Parent or Nation Student, as appropriate, has provided written consent to collaborate on a plan that best meets the educational needs of that Nations Member Student;
 - iv. listing courses, including English First Peoples and locally developed Board Authorized Courses, in the course selection handbook, including support of the Grad Profile Booklet for any Nation Member Students in middle school and high school;
 - v. ensuring that it promotes and supports local Nation cultural activities, including National Indigenous Peoples Day activities in Schools within the School District.
 - vi. ensuring that it promotes and supports professional development focused on local Nations history, language, and culture.
- c) ensure that it promotes an understanding of Lekwungen history, territory and contemporary matters;

- d) support principals and teachers to effectively deliver the educational programs referred to in this LEA;
- e) spend Indigenous Education Targeted Funding on educational programs and services in accordance with section 87.002 of the School Act;
- f) ensure school personnel encourage and support Nation Member Students to participate in extracurricular and sports activities including, where practicable, transportation support for Nation Students;
- g) ensure schools provide information to the Nation and Parents of Nation Member Students regarding their child's educational program (e.g. course selection process, information found within the grad profile booklet, reporting periods and report cards as required by the School Act);
- h) communicate and provide training regarding the details and implementation of this LEA, including its purpose and LEA Guiding Principles, with school personnel, in particular principals and teachers; and other school and district staff of local education agreement identified schools.
- i) participate in the Nation's annual Welcome Back to School Event
- j) ensure that any school that is identified as an LEA School will perform any obligation under this LEA, and will provide direction to the superintendent to fulfill the LEA commitments.

3.2 The Nation will:

- a) host a Welcome Back to School Event.
- b) ensure that the Nation's Education Department staff participate in meaningful engagement processes and the co-development of resources and effective implementation processes that support the LEA
- c) promote attendance of Nation Member Students and participate in the co-development of an attendance protocol for Nation member students.
- d) promote the active participation and involvement of Parents, families and other community members of the Nation in the education of Nation Member Students, including any available processes or forums in the School District and/or School activities.
- e) support the development of a Nation Parent Advisory Committee (PAC)
- f) encourage and support Nation Member Students to participate in extracurricular and sports activities; and
- g) subject to receiving Tuition Funding from Canada, pay the Board the Tuition Fees as set out in this LEA.

4.0 EDUCATIONAL RESOURCES AND PROGRAMS

- 4.1 The Board, in consultation with the Nation where possible will introduce culturally relevant and locally developed educational resource materials and activities that support all subject areas for all students that align with the BC curriculum.
- 4.2 The Parties will support the implementation of the BC curriculum as revised, and will support the integration of the First Peoples Principles of Learning, authentic Indigenous resources and diverse learning experiences. This includes the support for land-based education and traditional ecological knowledge. The parties will aim to achieve this where possible through the co-development of local educational resource materials and through professional development opportunities that are offered in a culturally safe and appropriate manner.
- 4.3 The Parties will work in partnership to support Lekwungen language visibility and will co-develop a language visibility protocol that supports this.
- 4.4 With regard to intellectual property rights, the Parties acknowledge article 31 of UN Declaration:

Article 31:

1. Indigenous peoples have the right to maintain, control, protect and develop their cultural heritage, traditional knowledge, and traditional cultural expressions, as well as the manifestations of their sciences, technologies, and cultures, including human and genetic resources, seeds, medicines, knowledge of the properties of fauna and flora, oral traditions, literatures, designs, sports, and traditional games and visual and performing arts. They also have the right to maintain, control, protect and develop their intellectual property over such cultural heritage, traditional knowledge, and traditional cultural expressions.
2. In conjunction with Indigenous peoples, States shall take effective measures to recognize and protect the exercise of these rights.

- 4.5 Consistent with paragraph 1 of article 31 of the UN Declaration:
 - a) the Nation will own any intellectual property rights, including copyright, in any course content or resource materials developed or shared under this LEA, either by the Nation, or the Board in collaboration with the Nation, regarding the Nation's language, cultural heritage, traditional knowledge and traditional cultural expressions (the "Nation-developed Content");
 - b) the Nation approves the Board's use of the Nation-developed Content as set out below:
 - i. the Board may reproduce the Nation-developed Content as part of its teaching and professional development materials;
 - ii. the Board will only modify the Nation-developed Content with the prior consent of the Nation and approval of the proposed modifications;

- iii. the Board agrees to use the Nation-developed Content solely for instructional purposes and for the professional development purposes of the Board's staff; and
- iv. the Board will ensure that service providers of the Board that may use Nation-developed Content are aware of these restrictions and that they are required to comply with them;
- c) the Parties acknowledge and agree that any other proposed or intended use of the Nation-developed Content requires the prior written approval of the Nation;
- d) should the Board receive written notice from the Nation of withdrawal of the Nation's approval provided under paragraph b), the Board will take all reasonable steps to comply with the request including, if requested, removing the Nation-developed Content from the teaching and professional development materials as soon as operationally feasible;
- e) the Board will:
 - i. give credit to the Nation, and any individual authors identified to the Board by the Nation, in connection with the Board's use of the Nation-developed Content;
 - ii. respect the integrity of the Nation-developed Content with respect to any modifications to the Nation-developed Content approved by the Nation; and
 - iii. upon the request of the Nation, provide the Nation with a copy of the Nation-developed Content.

5.0 DOGWOOD DIPLOMA AND GRADUATION

Given the overrepresentation of Indigenous students in Alternate Programs, and to counter the “racism of low expectations” reported by then Auditor General in the 2015 report “An Audit of the Education of Aboriginal Students in the B.C. Public School System,” the Board will actively encourage and support Nation Member Students to achieve a Dogwood Diploma with 80 credits, rather than an Adult Dogwood or Evergreen (School Completion) Certificate, and will ensure that the intentional or unintentional streaming or marginalization of Nation Member Students is not tolerated.

For greater clarity, the Board will ensure the intentional or unintentional streaming or marginalization of the Nation’s students is not tolerated and that all students are on an educational pathway that leads to graduation with a Dogwood Diploma and a full range of opportunities, such as training, post-secondary education, and employment.

- 5.1 The Board and the Nation will work with parents and guardians to monitor the progress of each Nation member student, identify, and implement intervention supports to assist the Nations students to reach grade level, where necessary, collaboratively make decisions about any adjustments to the level of a student’s educational program and make those adjustments but only where the informed consent in writing has been obtained.
- 5.2 The Board will provide parents with prior information about the implications of receiving a Dogwood Diploma as compared with an Adult Dogwood and Evergreen (School Leaving) Certificate all of which can be found in the Indigenous Grad Profile Booklet.

5.3 The Nation will inform their Nation Member students of their Songhees Nation Education Policy.

5.4 The decision to enroll a Nation Student in an educational program that leads to an Evergreen (School Completion) Certificate must include the prior Informed Consent of the Parent, and should not be made before:

- a) all relevant adaptations, supports and services have been tried and are insufficient to meet the Nation Student's needs on a Dogwood pathway; and
- b) the calendar year the Nation Student is expected to enter Grade 10; and
- c) there is confirmation:
 - i. by a certified school psychologist or a registered psychologist of a diagnosed intellectual disability accompanied by significant limitations in adaptive functioning that prevents the Nation Student from meeting the requirements for either the Dogwood Diploma or the Adult Dogwood; or
 - ii. of a complex profile that incorporates evidence from a variety of sources (e.g., medical diagnosis, assessments, IEP, etc.) that prevents the Nation Student from meeting the requirements for either the Dogwood Diploma or the Adult Dogwood, including documentation from a certified school psychologist or registered psychologist outlining the reason why a diagnosis of an intellectual disability accompanied by significant limitations in adaptive functioning could not be made.

5.5 The Board will ensure that Parents of a Nation Student are advised in writing:

- a) of their right to request a change to the placement of their child on an Evergreen (School Completion) Certificate path;
- b) that if the Parent wishes to request a change in a placement of their child on an Evergreen (School Completion) Certificate path, they may file such a request in accordance with applicable Board bylaws, policies or procedures; and
- c) that, upon request, the Parent will be provided support from the Board in understanding and navigating the process to request a change in placement of their child on an Evergreen (School Completion) Certificate path from the Board.
- d) that they can request the support of the Nation at anytime throughout this process

5.6 The Board will ensure there is appropriate and early counselling support for career and postsecondary education planning available to Nation Member Students.

6.0 MEETING THE NEEDS OF STUDENTS WITH DISABILITIES AND DIVERSE ABILITIES

- 6.1 In cases where a student is recognized as having additional needs, supports and services will be offered to help the child reach their full potential. Parent communication, collaboration and consent is required throughout the ongoing planning process which may include offering additional supports and services. These additional supports and services may include, but are not limited to, Speech-Language Therapy, Occupational or Physical Therapy, targeted interventions, etc.
- 6.2 Where a Nation Student has been identified as having a disability or diverse ability, the Board will require that the Nation Student's needs are identified in a timely manner.
- 6.3 The Board will work with the Nation to identify and remove barriers to Nation Students with disabilities or diverse abilities obtaining an education that is appropriate to their needs and provided in the general education setting.
- 6.4 Given the overrepresentation of Indigenous students in all Ministry inclusive education funding categories, as those categories are defined in Ministry inclusive education policy, except the Gifted category, the Board will annually review with the Nation the number of Nation Students designated in each of these categories.
- 6.5 In particular, the Board and the Nation will jointly review each year the number of Nation Students who are designated in either the Intensive Behaviour Interventions or Serious Mental Illness (H) or Moderate Behaviour Supports or Mental Illness (R) inclusive education funding categories, what supports those Nation Students with designations receive, and the duration of those designations.
- 6.6 The Board will also report to the Nation the aggregate services provided by the Board to Nation Students who have disabilities and diverse abilities, whether or not those Nation Students have an Individual Education Plan.
- 6.7 The Board will ensure that Parents of a Nation Student are advised in writing and provided the opportunity to be consulted on the designation of their child in an inclusive education funding category.

Student Assessments

- 6.8 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.
- 6.9 In order to ensure that Nation Students who may have disabilities and diverse abilities are appropriately assessed and supported, the Board will ensure Schools:

- a) work with the Nation to jointly review and determine meaningful and transparent ongoing processes for informal assessments of Nation Students to identify those who may require more formal extended assessments (e.g., psycho-educational, behavioral, speech and language, orientation and mobility) to better understand the strengths and needs of those students, and work with Parents to implement those processes; and
- b) work with the Nation to jointly review and determine the criteria and processes used for the identification of kindergarten Nation Students who may require additional supports or services, recognizing that early identification is necessary to promote student success.

6.10 In cases where a Nation's student is recognized as having additional support needs that may require more advanced assessments, (either when an assessment has not yet been completed or an additional or updated assessment would be beneficial), the Board will ensure there is a timely assessment to determine the Nation Student's support and service needs, subject to obtaining the Informed Consent of the Parent.

6.11 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,

- a) with written consent of the Parent or the Nation Student:
 - i. any other persons requested by the Parent or the Nation Student, as applicable.

Individual Education Plans

6.12 An IEP will be developed for a Nation Student who is identified as having disabilities and diverse abilities, and best efforts will always be made to obtain the prior Informed Consent of the Parent. The goal of the IEP is to build successful learners and fade dependence of supports, as appropriate, over time.

6.13 The Board will provide a Nation Student's Parent the opportunity to meaningfully consult and collaborate on:

- a) the development of an IEP in relation to the student; and
- b) changes to the student's educational program, including the addition of supplemental or individualized learning goals, as outlined in their IEP, or the support measures being provided to their child.
- c) the parents and/or guardians can request the support of the Nation at anytime throughout this process

6.14 In the event that the Nation Student's Parent declines to be involved in the development of an IEP:

- a) the Board will continue with the development of an IEP to ensure that the Nation Student's needs are fully met; and

- b) the Parent may designate another person to participate in the development of an IEP on their behalf.
- 6.15 The Board will ensure a Nation Student is aware of and has the opportunity to take an active role in the development of their IEP to the extent that the Nation Student's developmental level and ability permit.
- 6.16 The Board will ensure that learning goals identified in a Nation Student's IEP will be developed with high and appropriate expectations for achievement.
- 6.17 The Board will ensure the School implements the support services outlined in a Nation Student's IEP.
- 6.18 The Board will ensure that a Nation Student's IEP is reviewed at least once each School Year following the year it is developed, with the involvement of the Parent or a designate, as the case may be.
- 6.19 The Board will ensure the Nation Student's Parent or the Parent's designate, as the case may be, has the opportunity to meaningfully provide input into the update, revision or conclusion of the IEP, where it is determined that an update, revision, or conclusion of an IEP is appropriate.
- 6.20 The Board will ensure that the progress of a Nation Student who is designated in either the Intensive Behaviour Interventions or Serious Mental Illness (H) or Moderate Behaviour Supports or Mental Illness (R) inclusive education funding categories, as those categories are defined in Ministry inclusive education policy, will be closely monitored to determine when interventions and an IEP are no longer needed for the Nation Student.
- 6.21 The Board will ensure that Nation Student Parents receive progress reports in accordance with the schedule outlined in the Learning Update Order and that, for Nation Students whose learning is supported with individualized learning goals, as outlined in their IEP, progress reporting to Parents will be in relation to the Nation Student's individual goals as laid out in their IEP.

Transfers

- 6.22 Student assessments and IEPs for Nation Students with disabilities and diverse abilities will be recognized and used as part of the transition and planning process if those Nation Students transfer between schools within the district, First Nation Schools and out of district schools.

7.0 CHILDREN AND YOUTH IN CARE

- 7.1 The Board will ensure appropriate staff are designated to be responsible for maintaining communications with the Nation regarding Children and Youth in Care who are Nation Member Students.
- 7.2 The Board will make best efforts to identify Children and Youth in Care who are Nation Member Students, and will ensure appropriate learning plans and supports are developed and implemented for those students to improve their educational outcomes.

- 7.3 For greater certainty, the Board will liaise with the Nation, the Ministry of Children and Family Development and/or other relevant agencies to identify Children and Youth in Care who are Nation Member Students, and coordinate services and supports for those students to improve their educational outcomes including, but not limited to, actively encouraging and supporting those students to achieve a Dogwood Diploma.
- 7.4 The Parties will make best efforts to work with relevant agencies to ensure appropriate supports are implemented to assist Children and Youth in Care who are Nation Member Students.

8.0 STUDENT CONDUCT & SAFETY

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, Regulations, and/or procedures of the board, with due consideration given to any recommendations on policy provided by the Nation.

The Board acknowledges the Community Tripartite Agreement on First Nations Community Policing Services between Public Safety Canada, Songhees Nation and the RCMP. The presence of an Indigenous RCMP Liaison in the Nation's family of schools provides cultural safety and support for Nation Member Students, as well as an opportunity to share cultural knowledge and awareness with the broader school community. The Liaison has developed longstanding relationships and trust with the Nation, and families feel safer with their consistent presence in the schools and in the community.

- 8.1 The Board, will share any policies, practices and other appropriate measures that are in place to support a safe learning environment, including safety from racism (perpetuated by students or staff), discrimination, indifference, bias, marginalization, bullying and stereotyping for all students attending Schools operated by the Board. Any change in policies, practices, codes of conducts and other measures that may impact Nation Member Student safety, the Board will consult with the Nation during the amendment process.
- 8.2 The Board will support District Staff to have proactive and collaborative approaches with Nation education representatives when supporting Nation member students that may require support with their behaviour.
- 8.3 With written consent of the Nation Student's Parent, the Board will:
 - a) notify the Nation of disciplinary action and potential escalation of disciplinary action in relation to the Nation Student; and
 - b) provide to the Nation a copy of all correspondence related to the discipline of the Nation Student by a School principal.

9.0 CULTURAL AWARENESS & STAFFING

- 9.1 The Board, in cooperation with the Nation, will promote awareness and respect for the Nation's unique language, culture and history through the Board's local policies, practices, plans, activities, protocols, courses, resource materials and instruction.

9.2 The Parties will where possible work together on the recruitment and hiring process for school-district personnel whose positions have a significant impact on Nation Member Students.

10.0 TRANSPORTATION

The Nation will work with Financial Services Department to support the BCTEA.

- 10.1 The Parties will identify Nation Students' transportation needs and jointly develop and sign off a Joint Nation Student Transportation Plan annually to submit in accordance with the First Nation Student Transportation Fund process.
- 10.2 Once transportation services are agreed to 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.
- 10.3 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 in accordance with the First Nation Student Transportation Fund process.
- 10.4 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 recognition of Parents' need to respond to changes to the Joint First Nation Student Transportation Plan.
- 10.5 The Board acknowledges all available funding sources allocated to boards of education are to be used for educational programs and services, including transportation costs. These funding sources include provincial operating grant funding, the Student Transportation Fund, proxy transportation funding as included in the First Nation Student Rate, and funding from the First Nation Student Transportation Fund.
- 10.6 The Parties acknowledge that requests for funding for capital acquisition for a replacement bus or a new bus for a new route will be made through the established Ministry Bus Acquisition Program.
- 10.7 The Board acknowledges it is required to complete the annual BCTEA Joint Transportation Reporting Template to be signed by both the Board and the Nation.
- 10.8 The Board agrees that Nation Students will not be penalized for, and will be supported in the event of, absences or late arrivals due to transportation challenges in the provision of services agreed to in the Joint First Nation Student Transportation Plan.

11.0 REPORTING

11.1 Periodic reports:

- a) the Board will provide to the Nation bi-monthly school based Local Education Agreement Reports for each Nation member student. The bi-monthly LEA report must align with the information found in the informed consent letter signed by the parent/guardian of the Nation and the LEA reporting template found in Appendix 'D'.

b) Board will provide to the Nation three times each year:

- i. attendance rates, consisting of the number of monthly absences in relation to non-Indigenous students, Indigenous students living off reserve, and Nation Students;
- ii. the number of non-Indigenous students, Indigenous students living off reserve, and Nation Students enrolled in Alternate Programs, online learning programs and courses, secondary courses and ungraded programs;
- iii. the number of and a summary of the nature of the designation of Nation Students captured in the Unique Student Needs Supplement (Tables 4a, 4b, 9b and 11 of the Operating Grants Manual);
- iv. the number of Early School Leavers and information on supports implemented to prevent early leaving; and
- v. the number of suspensions and expulsions of Nation Students and information on supports implemented to prevent suspensions and expulsion.
- vi. the number of Nation member students who are on a modified program and/or schedule.

11.2 Annual Report:

- a) By January 31 of each year, the Board will produce and provide to the Nation an annual report outlining the provision of educational programs to Nation Students under this LEA for the previous School Year, including the content in the periodic report set out in section 11.1, as well as:
 - i. the audited financial statements;
 - ii. the Indigenous Education Targeted Funding year-end financial report;
 - iii. the financial statement discussion and analysis report; and
 - iv. measures of success of non-Indigenous students, Indigenous students living off reserve, and Nation Students through aggregate results for achievement including but not limited to the following:
 1. attendance rates, consisting of the number of monthly absences and number of students absent for more than 18 days per year;
 2. percentage of students who are on track or extending for literacy and numeracy in grades 4 and 7 in the Foundations Skills Assessment;
 3. participation rates for the Foundations Skills Assessments;
 4. the September and February enrolment counts;
 5. five and six-year completion (graduation) rates;
 6. six-year completion (graduation) rates without the Adult Dogwood;

7. number of students awarded an Evergreen (School Completion) Certificate;
8. five and six-year completion (graduation) rates for students in an Alternate Program without an Adult Dogwood;
9. number of school-age students awarded an Adult Dogwood, and the number of adult students awarded an Adult Dogwood;
10. participation rates for each math course for grades 10 to 12;
11. course completion rates for students taking online learning courses provided by the Board;
12. data related to literacy and numeracy assessments required for graduation purposes for successful transition to post-secondary education;
13. number of students involved in school-organized extracurricular programs and activities; and
14. percentage of students who transition into British Columbia public postsecondary institutions within one year of graduation to:
 - a. community colleges;
 - b. Institutes;
 - c. research-intensive universities; and
 - d. teaching-intensive universities.

12.0 LEA IMPLEMENTATION TEAM

12.1 The Parties will, within 60 days of the application of this LEA, establish a joint LEA Implementation Team responsible for monitoring, reviewing, and the implementation of this LEA. The Parties will co-develop a Terms of Reference (TOR) for the LEA Implementation Team within these first 60 days.

The membership of the LEA Implementation Team includes:

- a) the Director of Education and/or their designate for the Nation;
- b) the Director of Indigenous Education for SD61 and/or their designate;
- c) a representative of the Senior Team for both Parties; and
- d) a recording secretary, provided by the Indigenous Education Department

The LEA Implementation Team may invite participation from:

- a) Nation staff and/or Departments
- b) School District staff and/or Departments and/or Schools and/or the ŠXʷUÉLI PAC

13.0 COMMUNICATION

- 13.1 The Parties through the LEA Implementation Team will establish agreed upon means for the successful and effective implementation of this LEA, which may include, but not be limited to, regular meetings and contact through newsletters, email and other correspondence, as appropriate.
- 13.2 The Parties recognize the need for effective and ongoing communication with Parents in the support of their child's successful education experience, and the Parties will collaborate to advise Parents 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 applying to post-secondary education.
- 13.3 The Board will encourage functions and meetings, such as parent-teacher interviews, to be held in the community, where possible and at the invitation of the Nation.

14.0 TUITION FEES

- 14.1 The Nation will pay to the Board the Tuition Fees for Nation Students attending Schools operated by the Board and for whom the Nation has received Tuition Funding from Canada.
- 14.2 Parties acknowledge that funding is generated for the Board through the provincial funding allocation system and other provincial processes based on the enrolment of Nation Students attending a School operated by the Board.
- 14.3 The Board will not charge the Nation a greater amount for the per Full Time Equivalent Nation Students attending a School operated by the Board than the First Nation Student Rate.
- 14.4 For greater certainty, the Parties agree that the Nation is responsible for paying only those Tuition Fees for which it received Tuition Funding from Canada according to the approved First Nation Student Rate and approved Nominal Roll and, unless otherwise agreed, the Nation will not be responsible for paying any amounts for which it does not receive Tuition Funding from Canada, or which exceed the First Nation Student Rate.
- 14.5 The Parties confirm that the enrolment of Nation Students as of September 29 will be verified through the Joint Verification Process between the Nation's Education Department and the Indigenous Education Department.
- 14.6 To complete the Joint Verification Process under section 13.5, the Nation will submit the Nominal Roll to Canada and include the signed document confirming the Joint Verification Process has been completed and agreement reached concerning the Full Time Equivalent number of the Nation Students. Any changes or edits to the Joint Verification will be shared between the Parties.
- 14.7 The Parties agree that Tuition Fees payable for each school year shall be paid by the Nation to the Board according to the following schedule and based upon the September 30th Nominal Roll figures:

- a) 25% based on the previous year's eligible Tuition Fees and Nominal Roll on or before September 15.
- b) 25% based on the previous year's eligible Tuition Fees and Nominal Roll on or before December 15.
- c) 25% of the current year's eligible Tuition Fees less (or, in addition to) the difference between the previous and current year's eligible Tuition Fees on or before March 15.
- d) 25% based on the current year's eligible Tuition Fees and Nominal Roll on or before June 15.

14.8 In the event of a School closure due to a labour dispute, the Tuition Fees will be returned to the Nation on a pro-rated basis determined by the number of days the School is closed.

14.9 The Parties agree that Tuition Fees under this LEA will be paid as set out in section 13.1, except where:

- a) a Nation Student has withdrawn from an educational program operated by the Board at least one month before the payment date specified by the Nation under section 13.7; or
- b) a Nation Student has transferred to a First Nation School or a BC Independent School at least one month before the payment date specified by the Nation under section 13.7,

in which case, any further Tuition Fees for that Nation Student will be held by the Nation to be used for Tuition Fees for the First Nation School or BC Independent School that the Nation Student has transferred to, or to support the continued education of the Nation Student in support of their potential re-entry into a B.C. Public School, First Nation School or BC Independent School in the future.

14.10 Educational programs or services that are in addition to those included in Tuition Fees may be provided by the Board as agreed to by the Parties.

14.11 Where Canada is late in providing Tuition Funding to the Nation:

- a) the Nation will notify the Board of the delay in receiving the funding in a timely manner; and
- b) the Board will not charge interest to the Nation on any amount that is outstanding due to Canada's late provision of funding.

14.12 If the Nation elects to no longer directly receive Tuition Funding from Canada to administer under this LEA for the following School Year, the Nation will notify the Board by April 1.

14.13 If the Nation is not directly receiving Tuition Funding from Canada to administer under this LEA, sections 14.0 Tuition Fees does not apply.

15.0 EXCEPTIONAL CIRCUMSTANCES

15.1 The Parties recognize that in exceptional circumstances or a human or natural emergency, such as the COVID-19 health pandemic or environmental disaster events, Nations have and are likely to experience disproportionate and distinct impacts as a result of circumstances such as remoteness, vulnerabilities and capacity.

15.2 In the event of exceptional circumstances or a human or natural emergency that impact the provision of in-class learning, the Board will work collaboratively with the Nation to identify and accommodate Nation Students' continued education and transportation needs through the development of a jointly signed-off plan for the continuation of education of Nation Students.

16.0 PERSONAL INFORMATION

16.1 Personal information disclosed by the Board to the Nation in accordance with this LEA may be disclosed pursuant to s. 33(2)(x) of the Freedom of Information and Protection of Privacy Act.

16.2 The Nation will make reasonable arrangements to maintain the security of Personal Information disclosed under this LEA and in its custody, by protecting it against such risks as unauthorized access, collection, use, disclosure, or disposal.

16.3 The Nation will advise the Board immediately of any circumstances, incidents, or events which, to its knowledge, have jeopardized or may in the future jeopardize the security of Personal Information disclosed under this LEA.

17.0 DISPUTE RESOLUTION

17.1 If there is a dispute between the Parties with respect to any matter arising from this LEA or relating to the interpretation and application of this LEA, the Parties agree to bring this forward to the LEA Implementation Team for assistance in resolving such disputes in a reasonable and timely manner and in good faith.

17.2 Where there is a dispute between the Parties, the Parties agree they will attempt to use any and all available means to resolve the dispute at the organizational level closest to which the dispute first arises before referring the dispute to senior level representatives.

17.3 The Parties agree to resolve issues or disputes that may arise out of this LEA, or its implementation, in a manner that fosters an improved, ongoing and respectful relationship between the Board and the Nation.

17.4 If disputes involve family to school relationships the Nation should be permitted to participate in the dispute resolution at the family's request.

18.0 TERM & AMENDMENTS

18.1 The term of this LEA will be 5 years, beginning July 1, 2025 and ending June 30, 2030.

18.2 The Parties will meet at least 180 days in advance of the end of this LEA to discuss a negotiated LEA.

18.3 Notwithstanding section 18.1, the Nation may terminate this LEA by providing notice to the Board, with such termination to be effective at the end of the School Year and with no less than 60 days' notice.

18.4 The Parties agree that the LEA Implementation Team will review the LEA annually in February after the submission of the annual LEA report and if there are any amendments agreed to from either party that they are to take effect in the following school year, unless the parties agree upon an immediate change.

19.0 NOTICES

19.1 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 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 emailed with confirmation of sending:

If to the Nation:

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

If to the Board:

The Secretary-Treasurer
Board of Education of Greater Victoria School District No.61
556 Boleskine Road
Victoria, B.C. V8Z 1E8

20.0 GENERAL

20.1 This LEA will be governed by, and construed in accordance with, the laws of the Province of British Columbia.

20.2 This LEA will be to the benefit of, and binding upon, the Parties and their respective successors and assigns.

20.3 The Appendices, if any, form part of this LEA.

20.4 In this LEA:

- a) unless it is otherwise clear from the context, a reference to a “section” means a section of this LEA;
- b) headings and sub-headings are for convenience only, do not form a part of this LEA and in no way define, limit, alter or enlarge the scope or meaning of any provision of this LEA;
- c) unless otherwise provided, a reference to a statute includes every amendment to it, every regulation, including ministerial order, made under it and amendment made to such regulation, and any successor legislation;

- d) unless it is otherwise clear from the context, the use of the singular includes the plural and the use of plural includes the singular; and
- e) where one Party is mentioned in a provision of this LEA, this will not be interpreted as implying or inferring any obligation on or acknowledgment by any Party not mentioned in that provision.

20.5 The Parties acknowledge that this LEA is to be construed as upholding the rights of Indigenous peoples recognized and affirmed by section 35 of the Constitution Act, 1982, and not as creating, amending, defining the nature and scope of, or abrogating or derogating from those rights.

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

Official Trustee – Board of Education

Secretary Treasurer GVSD No.61

APPENDIX “A”: DEFINITIONS

1.0 DEFINITIONS

The following definitions apply to the LEA:

“Adult Dogwood” means a British Columbia Adult Graduation Diploma, that may be issued by the Minister under the School Act, to an adult student who meets the graduation requirements as set out in Ministerial Order M164/96, the Student Credentials Order.

“Alternate Program” means a specialized educational program that focuses on the educational, social and emotional issues of students whose needs are not being met in a traditional school program. These education programs provide support to students through differentiated instruction, specialized program delivery and enhanced counselling services.

“BC Independent School” means an independent school as defined in the Independent School Act [RSBC 1996] c. 216.

“BC Public School” means any public schools in British Columbia, operated by a board of education or francophone education authority as defined in the School Act, providing kindergarten to grade 12 education.

“BC TEA” means the BC Tripartite Education Agreement.

“Board Authorized Courses” has the same definition as in Ministerial Order M285/04, the Board Authorized Course Order.

“Children and Youth in Care” has the same definition as “child in care” in the Child, Family and Community Service Act [RSBC 1996] c. 46.

“Cultural Safety” is defined as an outcome and is determined by the recipients of the service. This is where the recipients determine if they feel seen and heard through the services that they have received. Cultural safety is based on understanding the power differentials and potential discriminations that may be experienced by recipients of the service within the education system.

“Dogwood Diploma” means the British Columbia Certificate of Graduation, that may be issued by the minister under the School Act and as described in Ministerial Order M164/96, the Student Credentials Order, and, for greater clarity, does not include an Adult Dogwood.

“DRIPA” means the Declaration on the Rights of Indigenous Peoples Act.

“Early School Leaver” means:

- a Nation Student leaving school prior to the completion of Grade 12, including a student who is expelled; or
- a Nation Student who has 15 unexcused absences in a month, has missed 75% in any school month, or has missed 40% of a term or semester.

“Evergreen (School Completion) Certificate” means a School Completion Certificate, provided to a student with disability or diverse ability who has an IEP and who is enrolled in an educational program that is not designed to meet the graduation requirements, as set out in Ministerial Order M164/96, the Student Credentials Order.

“First Nation School” means a school located on-reserve and operated and administered by one or more First Nations in British Columbia, and providing education at one or more of the kindergarten 4, kindergarten, elementary or secondary levels, and includes First Nation Independent Schools operating pursuant to the Independent School Act [RSBC 1996] c. 216.

“First Nation Student Rate” means the education costs for a First Nation Student attending a School in the School District, as calculated annually by the Ministry in consultation with FNESC and Canada.

“First Nation Student Transportation Fund” means the First Nation Student Transportation Fund established by Canada, British Columbia and FNESC to fund the transportation of First Nation Students to BC Public Schools, as may be amended from time to time.

“Freedom of Information and Protection of Privacy Act” means the Freedom of Information and Protection of Privacy Act, RSBC 1996, c. 165.

“Full Time Equivalent” means the full time equivalent as calculated in Canada’s Nominal Roll Instructions.

“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;

“Independent School Act” means the Independent School Act, RSBC 1996, c 216.

“Indigenous Education Targeted Funding” means operating funding provided to the Board by the Ministry targeted for school age students of self-identified Indigenous ancestry under section 106.4 of the School Act.

“Individual Education Plan” or “IEP” means an individual education plan designed for a student as set out in Ministerial Order M638/95, the Individual Education Plan Order.

“Informed Consent” means a person’s agreement to allow something to happen, particularly and especially after thoughtful consideration, and after receiving all relevant information that is not unreasonably withheld. In the context of this LEA, Informed Consent includes, as applicable, that a person be informed of:

- assessment procedures to be carried out;
- information to be collected;
- interventions that may take place;
- benefits and risks;
- options available, including options to refuse or withdraw consent at any time, and be provided meaningful opportunity to provide input into a decision.

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

“Joint First Nation Student Transportation Plan” means the Joint First Nation Student Transportation Plan that boards are required to develop and submit to the Ministry annually, and which are to be jointly signed off by a Nation needing transportation for their Nation Students under the plan, pursuant to BCTEA.

“Joint Verification Process” means the process described in BCTEA by which Nations and boards jointly review the Nominal Roll enrollment of Nation Students attending BC Public Schools.

“LEA Guiding Principles” means the LEA Guiding Principles developed by the Province, Government of Canada and FNESC, pursuant to Schedule H of the BCTEA.

“LEA Implementation Team” means the team established by the Parties under section 15.1.

“Learning Update Order” means Ministerial Order M184/23, the Learning Update Order.

“Minister” means the Minister of the Ministry.

“Ministry” means the provincial ministry described in section 167 of the School Act with responsibilities for kindergarten to grade 12 education in British Columbia.

“Nation Student” means a student who is Ordinarily Resident On Reserve of the Nation in British Columbia and is eligible to be on the Nominal Roll.

“Nation Member Student” means a student enrolled in a School who is identified in accordance with section 15.2(c) as a member of the First Nation, and includes both Nation Students and students who are not Ordinarily Resident On Reserve of the Nation.

“Nominal Roll” means the Nominal Roll as defined in BCTEA.

“Operating Grants Manual” means the document issued by the Ministry that provides a detailed description of the operating grant formula in place for a School Year, and which is updated annually and released on or before March 15 every year.

“Ordinarily Resident on Reserve” means Ordinarily Resident On-Reserve as defined in BCTEA.

“Parent” means, in respect of a student:

- a parent or guardian of the student;
- the person legally entitled to custody of the student; or
- the person who usually has the care and control of the student.

“Personal Information” has the same meaning as in the Freedom of Information and Protection of Privacy Act.

“School” means a school as defined in the School Act, operated by the Board.

“School Act” means the School Act, RSBC 1996, c. 412.

“School District” means the area created or constituted under the School Act or a former Act as School District No.61.

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

“Student Transportation Fund” means a grant provided to boards annually since 2016, to assist with improving transportation services for students.

ŠXʷUÉLI PAC: a group of Nation parents and caregivers who work together to advocate for the needs of Nation Member Students and their families. This committee serves as a crucial link between Nation families, schools, and the broader education system by:

- Advocating for the educational needs and well-being of Songhees students, working to ensure they have access to culturally relevant and supportive learning environments.
- Representing the perspectives and concerns of Songhees parents and families to school boards, administrators, and other stakeholders.
- Promoting and facilitating the involvement of Songhees parents and caregivers in their children's education.
- Providing support and guidance on cultural issues that may arise in the education system, ensuring that Songhees students' cultural identities are valued and respected.
- Serving as a channel for communication between Songhees families and schools, ensuring that information is gathered and shared effectively.
- Working collaboratively with schools and other organizations to develop and implement programs and initiatives that benefit Songhees students.
- Helping to foster a sense of community and belonging for Songhees students and their families within the school environment

“TRC” means the Truth and Reconciliation Commission of Canada

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

“Tuition Fees” means the fees which the Nation pays to the Board for the purchase of education programs and services for Nation Students in the School District at the Nation Student Rate.

“Tuition Funding” means the Tuition Funding received by the Nation from Canada for the education of the Nation Students of the Nation which is invoiced as Tuition Fees by the Board as per the Nation Student Rate.

APPENDIX “B”

BILL 40 – SCHOOL AMENDMENT ACT, 2023

LOCAL EDUCATION AGREEMENT

Model local education agreement

86.1 (1) In this section and sections 86.2 to 86.6:

"eligible first nation person" means a person

- (a) who may enrol, under this Act, in an educational program provided by a board,
- (b) who is a member of a first nation, a treaty first nation or the Nisga'a Nation, and
- (c) for whom the government of Canada provides funding in relation to the person's educational programs and services;

"model agreement" means a model local education agreement specified by regulation under subsection (2).

(2) The minister may specify, by regulation, any of the following:

- (a) a model local education agreement as a model agreement that includes terms and conditions related to
 - (i) the purchase of educational programs and services by a first nation, a treaty first nation or the Nisga'a Nation from a board,
 - (ii) improving first nation, treaty first nation and Nisga'a Nation student achievement, and
 - (iii) developing relationships between a first nation, a treaty first nation or the Nisga'a Nation and a board;
- (b) requirements in relation to the form and manner for a first nation, a treaty first nation or the Nisga'a Nation to require a model agreement to apply to the first nation, the treaty first nation or the Nisga'a Nation and a board;
- (c) information that must be included by the first nation, the treaty first nation or the Nisga'a Nation in the model agreement.

(3) The term of a model agreement starts on July 1 of the year specified in the model agreement.

First nation and board model agreement as contract

86.2 (1) Subject to section 86.5, a first nation may, by delivering written notice to the minister and a board, require a model agreement to apply to the first nation and the board.

(2) If a first nation requires a model agreement to apply to the first nation and a board in accordance with subsection (1) and any regulation under section 86.1 (2) (b), the model agreement is deemed to be a contract between the first nation and the board as parties and the terms and conditions of the model agreement apply as if it was a contract entered into by the parties.

APPENDIX "C"

BILL 40 – SCHOOL AMENDMENT ACT, 2023

SCHOOL OF CHOICE

First nation schools of choice

74.2 (1) In this section:

"designated school" means a school designated by a first nation, a treaty first nation or the Nisga'a Nation under subsection (2);

"eligible first nation person" means a person

(a) who may enrol, under this Act, in an educational program provided by a board,

(b) who is a member of a first nation, a treaty first nation or the Nisga'a Nation,

(c) who is ordinarily resident

(i) on a reserve as defined in section 2 (1) of the *Indian Act* (Canada),

(ii) on treaty lands,

(iii) on Nisga'a Lands, or

(iv) on shíshálh lands as defined in section 2 (1) of the *shíshálh Nation Self-Government Act* (Canada), and

(d) for whom the government of Canada provides funding in relation to the person's educational programs and services;

"specialty academy" has the same meaning as in section 82.1.

(2) Despite sections 2, 74.1 (1), (2), (6) and (6.1) and 75 (4), if a first nation, a treaty first nation or the Nisga'a Nation designates, in accordance with subsection (3), a school in the school district of the board, the eligible first nation persons who meet the following residency requirements are entitled to attend the designated school in the next school year:

(a) the eligible first nation persons who are ordinarily resident of the first nation and are ordinarily resident or boarded in the school district;

(b) the eligible first nation persons who are ordinarily resident on the treaty lands of the treaty first nation and are ordinarily resident or boarded in the school district;

(c) the eligible first nation persons who are ordinarily resident on Nisga'a Lands and are ordinarily resident or boarded in the school district.

(3) A designation under subsection (2) must be made in writing to the board of the school district of the school

(a) by the date established under section 74.1 (4) (a), or

(b) if the board establishes different dates for different grades, education programs, schools or children under section 74.1 (4) (b), by the earliest of those dates.

(4) A designation under subsection (2) continues for each subsequent school year unless the first nation, the treaty first nation or the Nisga'a Nation revokes the designation.

(5) Despite subsection (2), if a board offers a specialty academy at a designated school, an eligible first nation person may only be enrolled in the specialty academy in the manner specified by the board for general enrolment in the specialty academy.

(6) For certainty, an eligible first nation person who is entitled to attend a designated school remains entitled to enrol in an educational program in accordance with sections 2, 74.1 (1), (2), (6) and (6.1) and 75 (4) provided by the board of a school district.

APPENDIX “D”

BI-MONTHLY SCHOOL BASED LEA REPORTS

The Board and the Nation will work together to co-develop the Bi-Monthly School Based LEA Reports that will be used to report on the education services that Nation Member students are receiving as part of this LEA. These Bi-Monthly Reporting Templates will be Reviewed annually through the LEA Implementation Team and will be amended as required through consensus.

Schedule "A"

CONTRACT OF SERVICES

SONGHEES NATION

and

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

The Nation will provide to the Board Local Education Agreement Services for the term of the LEA. Fees paid by the Board annually will be based on the Songhees Nation Nominal Roll FTE on September 30th, multiplied by the Ministry of Education and Child Care Supplemental Funding for Indigenous Education rate for that year. A contract will be created by the Board annually once the Nominal Roll FTE has been determined, detailing the services to be provided and fees to be paid.