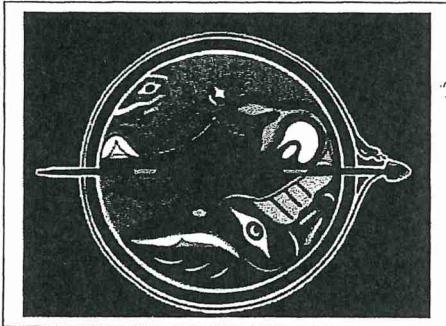


LOCAL EDUCATION

AGREEMENT

By working together we, the undersigned, acknowledge and honor our collective responsibility for fostering the success of all students, and for enriching the educational experience of all students. We recognize the Nuu-chah-nulth traditional territories where we strive to work together for the good of our children.

The Local Education Agreement will be in effect from July 1, 2019 to August 2024.



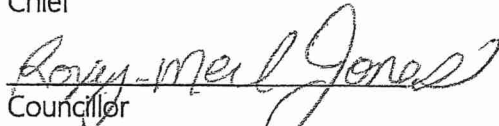
IN WITNESS WHEREOF the parties have executed this agreement as of the date first above written.

SIGNED: ON BEHALF OF PACHEEDAHT NATION

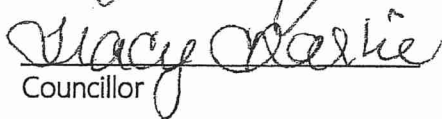
FIRST NATION by its duly authorized Officers



Chief




Councillor



Councillor

SIGNED: ON BEHALF OF THE BOARD OF EDUCATION



Chairperson – Board of Trustees



Secretary Treasurer SD #62

THIS AGREEMENT made and entered into this 25th day of October, 2019 shall be effective from the 1st day of July, 2019.

BETWEEN:

THE PACHEEDAHT FIRST NATION
(hereinafter called the "Pacheedaht Nation")¹

AND

THE BOARD OF EDUCATION OF
SCHOOL DISTRICT NO. 62 (SOOKE)
(hereinafter called the "Board")
(collectively called the "Parties")

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WHEREAS

A. The Pacheedaht Nation, pursuant to its inherent jurisdiction over educational matters related to its members as a fundamental aspect of the inherent right of self-government, and confirmed by human rights instruments such as the *United Nations Declaration on the Rights of Indigenous Peoples*, has the authority and responsibility for the education of its members and desires to ensure its students all have access to, and receive, quality education that is respectful and reflective of their unique culture and history.

B. The *School Act*, RSBC, c. 412, provides that all school age persons in British Columbia are entitled to receive an education that enables them to become literate, personally fulfilled and publicly useful, thereby increasing the strength and contributions to the health and stability of that society.

C. The *School Act* further states that the purpose of the British Columbia school system is to enable all learners to become literate, to develop their individual potential and to acquire the knowledge, skills and attitudes needed to contribute to a healthy, democratic and pluralistic society and a prosperous and sustainable economy.

D. 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 with respect to the education of Pacheedaht Nation's Students.

E. The Pacheedaht Nation and the Board recognize that the Board is the provincially legislated authority relating to the governance and operation of the public schools, public school personnel and attending students.

F. The Pacheedaht Nation and the Board both have a responsibility for the educational outcomes of Pacheedaht Nation Students and wish to work together to improve Pacheedaht Nation learner outcomes and success.

G. The Pacheedaht Nation and the Board wish to set out the terms upon which they will engage to provide the Pacheedaht Nation, and parent or legal guardians, greater participation in, and have a voice in the education services provided to Pacheedaht Nation Students.

H. The Board recognizes that the School District operates within the traditional territory of the Pacheedaht Nation (Nuu-Chah Nulth), the T'sou-ke Nation, the Scia'new Nation (Coast Salish), as well as the Esquimalt and Songhees Nations, and that the Nation, whose territory each school is located within, will be the basis for determining which First Nation's history, culture and language will serve to guide program and curriculum development regarding First Nations' language, culture and history, as well as School District activities and events. The Board recognizes that all School District Students will benefit from programming and activities which promote and showcase Nuu-Chah Nulth and Coast Salish cultures and languages.²

I. The Pacheedaht Nation and the Board wish to establish an administrative relationship and work jointly to identify and implement educational programs, and other educational services, for Pacheedaht Nation Students that are appropriate to the cultural and linguistic heritage of the Pacheedaht Nation, and a

² Note: *Form 1701: Student Data Collection – Form Completion Instructions for Public Schools* states that: "The languages and cultures of the First People whose traditional territories are served by the board must be respected", at p. 1701-10.

continuing and growing source of satisfaction and pride for the Pacheedaht Nation and the School District.

J. The Pacheedaht Nation receives Tuition Funding from Indigenous Services Canada (ISC) for Pacheedaht Nation Students who are on the Pacheedaht Nation's Nominal Roll, as the education of registered Indians living on-reserve is a federal responsibility.

K. The Parties wish to enter into this Agreement to set out the terms and conditions regarding the purchase of education services by the Pacheedaht Nation from the Board for the Pacheedaht Nation's Students, and the processes by which the Pacheedaht Nation, and parent or legal guardians, will be involved in the education of their Students.

L. Given the important role of the School District School(s) in ensuring the purpose and objectives of this Agreement are achieved, the Parties agree to address roles and responsibilities of the School(s) in this Agreement.

THEREFORE the Parties agree as follows:

1.0 DEFINITIONS

1.1 For the purpose of this agreement, the Pacheedaht First Nation and School District #62 (Sooke) agree the following glossary of terms:

“1701 Instructions” means the Student Data Collection Form Completion Instructions for Public Schools and Independent Schools that is collected under the School and Student Data Collection Order (M152/89), as may be amended from time to time. Under this Order, Boards of Education are responsible for collecting and submitting the information to the Ministry. The collected information is critical for: allocating funds to boards, tracking student movement between schools and boards, monitoring enrolment trends in programs, and board and school data summaries.

“Aboriginal” means the three groups of Aboriginal peoples in Canada, First Nations (or Indians), Metis and Inuit.

“Aboriginal Classroom Program Assistant” means a person hired by Sooke School District to provide support services for Pacheedaht Nation Students, such as Aboriginal Education Programs and Services.

“Aboriginal Education Council (AEC)” means the Aboriginal Education Council comprised of Pacheedaht Nation, T’sou-ke Nation and Scia’new Nation within the School District, and established to address all matters pertaining to the negotiation and implementation of Aboriginal Education Enhancement Agreements.

“Aboriginal Education Enhancement Agreement” means an agreement between the School District, the First Nation, other local Aboriginal community organizations, and the Ministry of Education designed to enhance the educational achievement of all Aboriginal students and establish a collaborative partnership between Aboriginal communities and the School District that involves shared decision-making and specific goal setting to meet the educational needs of Aboriginal students.³

“Aboriginal Education Programs and Services” means Aboriginal Language and Culture programs, Aboriginal Support Services, or other Ministry approved Aboriginal Education Programs that Targeted Aboriginal Education Funding is used to fund. Such programs and services are developed collaboratively by the Board and local Aboriginal communities and documented, such as in an Aboriginal Education Enhancement Agreement. Such Aboriginal Education Programs must be additional to any other programs and services to which an Aboriginal student is eligible, including base funding, ELL and Special Education, and must be documented in accordance with best practice as recommended by the current Aboriginal Education Enhancement Agreement.³

³ Current Aboriginal Education Enhancement Agreement: SEE Appendix A for date it was signed, names of all parties to the AEEA.

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

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

“Adoption Act” means the provincial *Adoption Act*, RSBC 1996, Chapter 5, as may be amended from time to time.

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

“Alternate Education Program” means provincial Alternate Education Programs focused on educational, social and emotional issues for students whose needs are not being met in a traditional school program. An Alternate Education Program provides its support through differentiated instruction, specialized program delivery and enhanced counselling services based on students’ needs.

“Annual Aboriginal Outcomes Report” means the annual report that the Board is responsible for submitting to the Minister regarding the achievement levels of First Nation Students attending schools in the Sooke School District.

“Attendance Protocol” means an attendance procedure carried out at the schools in the District, which outlines the recording of attendance of students and the approach to excused and unexcused absences with the overall purpose of encouraging strong attendance necessary for success in schools.

“BC’s Education Plan” means the Plan that was first launched by the BC Government on October 28, 2011 (and updated on Jan. 2015) to transform education so that every student can excel and thrive in a rapidly evolving world and to build on the system's strengths and put students at the centre of their own learning. The Plan, developed in consultation with teachers, parents, students and education partner groups, is based on the principle that every learner in the province will realize his or her full potential. The Plan consists of five key elements: Personalized learning for every student; Quality teaching and learning; Flexibility and choice; High standards; and, Learning Empowered by Technology.

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

“Child, Family and Community Service Act” means the provincial *Child, Family and Community Service Act*,

RSBC 1996, Chapter 46, as may be amended from time to time.

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

“CommunityLINK” means the provincial CommunityLINK (Learning Includes Nutrition and Knowledge) programs and services, which are intended to improve the educational performance, including the academic achievement and social functioning, of vulnerable students, based on the rationale that vulnerable students sometimes require extra support in order to achieve optimal educational outcomes. CommunityLINK provides over \$51 million in funding to all 60 boards of education to support vulnerable students in academic achievement and social functioning. The Ministry of Education allocates an additional \$11.2 million to Boards of Education through a Vulnerable Student Supplement in the Operating Grants Manual. In providing CommunityLINK programs and services, school districts will: establish effective programs which directly support vulnerable students; target CommunityLINK funds to vulnerable students; support family and community involvement; promote partnerships and an integrated approach to supporting vulnerable students with families, communities and service providers. School districts have the responsibility and flexibility to determine the most effective use of CommunityLINK funding for programs and services to support vulnerable students. These funds help school districts provide services such as breakfast and lunch programs, inner city and community school programs, school-based support workers, and counselling for at-risk children and youth. CommunityLINK defines “vulnerable students” as those students who may be at risk in terms of academic achievement and social functioning. These students primarily come from less affluent socio-economic backgrounds.⁴

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

“Dual Credit” means earning credits toward graduation where a student has successfully completed an equivalent Grade 10, 11 or 12 course from an educational jurisdiction or institution outside the BC school system, in accordance with the Ministry of Education’s policy, *Earning Credit through Equivalency, Challenge, External Credentials, Post Secondary Credit and Independent Directed Studies* (in effect July 1, 2004), as may be amended from time to time.

“Early School Leavers” means: any High School Student leaving school prior to the completion of Grade 12, including students who are expelled

“Early Leaver Prevention Plan” means a plan, formal or informal, of student supports and interventions developed and implemented by the School-Based Team in consultation with the Pacheedaht Nation, and where parental consent has been provided, in a manner consistent with the Attendance Protocol and with the purpose of re-engaging the Pacheedaht Nation High School Student and re-establishing strong attendance. The Early Leaver Prevention Plan will address academic, behavioural, attendance and any other relevant issues and will include interventions to be undertaken by the school and the Pacheedaht Nation.

“Education Program” means an organized set of learning activities that, in the opinion of the Pacheedaht Nation and the Board, is designed to enable learners to develop their individual potential and acquire the

⁴ For more information on CommunityLINK, see http://www.bced.gov.bc.ca/policy/policies/community_link.htm.

knowledge, skills and attitudes needed to achieve a quality academic and culturally relevant education, and to contribute to a healthy, democratic and pluralistic society and a prosperous and sustainable economy.

“English Language Learning (ELL)” (formerly English as a Second Language) means English Language Learning (ELL) services to enable students whose primary language or languages of the home are other than English to develop their individual potential within British Columbia’s school system. The primary goal of the provincial school system is to support the intellectual development of students. Enabling all students to achieve the goals of human, social and career development is a responsibility shared by schools, families, as well as the community. Boards of Education that report students as ELL on the Form 1701, meeting all of the requirements as specified on the Form 1701 Instructions, may qualify for ELL funding. Students are eligible for ELL funding for up to five years, provided they continue to meet funding criteria. Boards of Education will be funded as per the current year’s Operating Grants Manual for each eligible full time equivalent (FTE) ELL student. An ELL Student may also be eligible to receive funding for Aboriginal Education or Special Needs funding, if the requirements of these programs are also met. Adults are not eligible for ELL program funding.

“English Language Learners (ELL Students)” are those whose primary language(s) of the home is/are other than English and who may therefore require additional services in order to develop their individual potential within BC’s school system. Some students speak variations of English that differ significantly from the English used in broader Canadian society and in school; they may require ELL support.

“First Nations Billing Rate”, formerly known as the “Per Pupil Block Rate”, is the average cost of a student attending a School District school as calculated annually by the Ministry and includes:

- the District Allocation (an amount that includes the Basic Allocation plus any applicable Supplements, as set out in the provincial Operating Grants Manual for the school year), and
- the School District’s proportionate costs of the Provincial Learning Network (PLNet), Pay Equity, MyEdBC, Annual Facility Grant and the Learning Improvement Fund, for which the School District invoices the Pacheedaht Nation, or the Ministry invoices ISC.⁵

“First Nation Student or Pacheedaht Nation Student” means a student who is eligible to be on the Nominal Roll of the Pacheedaht Nation and for whom the Pacheedaht Nation receives Tuition Funding from ISC.

“Framework for Enhancing Student Learning” means the vehicle that the BC Ministry of Education is developing in collaboration with education partners to: continuously improve student learning for each student, to address long-standing differences in performance amongst particular groups of students, and to improve the overall school districts’ and schools’ planning and reporting requirements on student achievements from boards of education. As of July 1, 2015 the draft Framework for Enhancing Student Learning replaces the former Accountability Framework.⁶

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

⁵ For more information: http://www.bced.gov.bc.ca/accountability/district/lea_aandc_sg/welcome.htm. It is important to note that the First Nations Billing Rates may change from year to year, depending on whether there are changes to the Ministry’s annual budget.

⁶ For more information: <http://www2.gov.bc.ca/gov/content/education-training/administration/kindergarten-to-grade-12/enhancing-student-learning>

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

“Funding” means funding sources for Pacheedaht Nation Students which includes Tuition Funding (as calculated annually by the Ministry based on its Operating Grants Manual), Targeted Aboriginal Education Funding, Additional Funding and Other Funding.

“Gifted” means, in accordance with the Ministry of Education, *Special Education Services: A Manual of Policies, Procedures and Guidelines (March 2011)*, as may be amended from time to time, a student who possesses demonstrated or potential abilities that give evidence of exceptionally high capability with respect to intellect, creativity, or skills associated with specific disciplines. Students who are gifted often demonstrate outstanding abilities in more than one area. They may demonstrate extraordinary intensity of focus in their particular areas of talent or interest. However, they may also have accompanying disabilities and should not be expected to have strengths in all areas of intellectual functioning.

“Graduate” means a student who obtains a BC Dogwood Diploma and meets all of the requirements of the BC Ministry of Education Graduation Program.

“Graduated Adult” means an Adult student who has graduated and may take specific courses tuition-free under certain conditions.

“How are We Doing” or “HAWD” Report means the annual publication setting out the data collected by the Ministry to monitor the performance of Aboriginal students in the BC public school system, which includes demographic and assessment outcomes at both provincial and school district level. This report provides a mechanism for the Ministry of Education, Aboriginal communities and school districts to open dialogue and make recommendations for improving the educational outcomes for Aboriginal students.

“Indigenous Services Canada” or ISC” means the federal Department of Indigenous Services Canada.

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

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

An IEP should also include the following:

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

completion),

An IEP for a Pacheedaht Nation Student should include only information as required by the provincial Individual Education Plan Order M638/95 and addressed in the Ministry of Education *Special Education Services: A Manual of Policies, Procedures and Guidelines (March 2011)*, as may be amended from time to time. The creation of an IEP for a Pacheedaht Nation Student will be in accordance with the Manual and the process set out in this Agreement. For greater certainty, an IEP will be developed and implemented only where: the parties have agreed it is needed and justified; the Informed Consent of the parent or legal guardian is obtained or best efforts have been made to obtain such consent; the IEP includes agreed limitations (e.g. timeframe, number of courses and course type); and the IEP is reviewed annually with the parent or legal guardian and teachers.

“Informed Consent” refers to the provision of approval or assent, particularly and especially after thoughtful consideration, and after receiving all relevant information that is not unreasonably withheld. In the context of assessment and placement and education referrals, Informed Consent requires that the parent or guardian be informed of:

- the assessment procedures to be carried out;
- the information to be collected;
- the intervention that may take place;
- the likely benefits and risks to the Student; and
- the option to refuse or withdraw consent at any time,

and be provided meaningful opportunity to provide input into the assessment and placement or education referral decision.

“LEA Management Team” means the Team established under section 17.0 comprised of representatives appointed by the Board and the Pacheedaht Nation to develop and implement a plan for the full implementation of this Agreement, and to oversee the implementation of this Agreement.

“Minister” means the Minister of Education (BC).

“Ministry” means the Ministry of Education (BC).

“Modified Program” means a program that is modified in accordance with the Ministry of Education, *Special Education Services: A Manual of Policies, Procedures and Guidelines (March 2011)*, as may be amended from time to time. Modifications are instructional and assessment-related decisions made to accommodate a student’s educational needs that consist of individualized learning goals and outcomes that are different from learning outcomes of a course or subject – that is, learning outcomes that are substantially different from the regular curriculum, and specifically selected to meet the student's special needs. Modifications should be considered for those students whose special needs are such that they are unable to access the curriculum (i.e., students with limited awareness of their surroundings, students with fragile mental/physical health, students medically and cognitively/multiply challenged). Using the strategy of modifications for students who are not identified as having special needs should be a rare practice. Modified Programs are developed with the approval and input of parents/guardians and the input of the school psychologist and other School-Based Team members.

“Nominal Roll” means the list of eligible Pacheedaht Nation Students living on reserve as determined by ISC and registered as attending Sooke School District Kindergarten, elementary, and secondary schools as of September 30 of a school year.

“Non-graduated Adult” means an Adult Student who has not graduated and who may take courses leading to the British Columbia Certificate of Graduation (the Dogwood) or leading to the B.C. Adult Graduation Diploma (the Adult Dogwood), in accordance with the Ministry’s Adult Graduation Program, as amended from time to time.

“Non-First Nation Student” means a Student eligible to attend a School District school and not self-identifying as or recognized by ISC as a First Nation Student.

“Other Funding” means any funding that is received or generated by the Pacheedaht Nation subsequent to this agreement that is not Tuition Funding, Targeted Aboriginal Education Funding, or Additional Funding, and may include such funding as relevant bursaries, scholarships, grants or contributions for special projects, partnership funding, and raised funds. For greater certainty, Other Funding does not include Special Education Funding.

“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. There are 6 broad categories for Supplementary grants: Unique student needs (including Special Needs, ELL, Aboriginal Education and Adult Education programs); Enrolment Decline, where enrolments decrease by more than one per cent in a year; Salary Differentials (for districts with higher average teacher salaries); Unique Geographic Factors; Education Plan; and Funding Protection.

“Pacheedaht Nation” means the Pacheedaht First Nation, as represented by Chief and Council and/or Pacheedaht Nation Education Director and/or Education Coordinator.

“Parent or Legal Guardian” means, (a) the parent, (b) the guardian of the student or child, (c) the person legally entitled to exercise parental responsibilities of the student or child, (d) the person who usually has the care and control of the student or child, or (e) a designate of the parent or legal guardian.

“Parent or Legal Guardian Information Release” means the authorization by the parent or guardian of a Pacheedaht Nation Student of the release of that Student’s education information related to student progress, behaviour and attendance, and information that forms part of the school district’s student registration form.

“Permanent Student Record” means the Record kept in accordance with Ministerial Order (MO082/09), which is required for each student enrolled or registered in the British Columbia public education system. The purpose of the Permanent Student Record is to document the history of a student’s education program. The Permanent Student Record must be retained by school districts for 55 years after a student has withdrawn or graduated from school and stored according to school district policy. The Permanent Student Record consists of the following two parts: i) Form 1704, and, ii) A minimum of the two most recent years of Student Progress Reports, including documentation to support orally communicated letter grades (or: an official copy of the Transcript of Grades).

“Personal Education Number (PEN)” means the unique nine-digit identification number that can be assigned by the Minister to persons in the following schools and institutions and with respect to the following services:

- Students in BC K-12 public and independent schools;
- Home-schooled children registered with BC public or independent schools;

- Children participating in early learning programs, such as Strong Start programs;
- Persons engaged in a program of studies at an educational institution operated by a First Nation (at the request of the First Nation);
- Non-resident persons who are studying under an agreement between the Minister and a school authority outside of BC, such as in a BC certified offshore school program or the Yukon;
- Students in BC public post-secondary institutions; and
- Persons receiving or applying to receive, financial assistance administered by the BC Student Assistance Program.

The PEN follows the student through their Early Learning, elementary, secondary and post-secondary education.

"Programs" means any programs that are established under the *School Act* and are offered to students in attendance during the term of this Agreement, including the Kindergarten to Grade 12 Program, Alternate Education Program, Adult Basic Education, ELL, Resource Room Program, Learning Assistance Program, French Immersion, and any other programs that may be established under the Act during the term of this Agreement.

"Quarterly Meetings" means meetings that are held four times a year between representatives of Pacheedaht Nation Education Department and school administration, along with teachers and Aboriginal Classroom Program Assistants from the schools, to review Pacheedaht Nation Students' progress and issues that affect their learning. These meetings typically review Students' academic progress following reporting periods, attendance, Aboriginal Classroom Program Assistants' activities and how best to support Students who are at risk or not being successful in school.

"Reciprocal Tuition" means the arrangements under the Reciprocal Tuition Agreement reached by the First Nations Education Steering Committee (FNESC) and the BC Ministry of Education, according to which the Ministry of Education will pay the full tuition costs for Non-First Nation Students attending First Nation schools.⁷

"Retention Report" means a second Nominal Roll count of eligible students living on-reserve and attending Kindergarten, elementary, middle, and secondary school taken after September 30, but before February 28.⁸

"School(s)" means any school(s) within Sooke School District.

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

"School Based Team" means an ongoing Team of school-based personnel which has a formal role to play as a problem-solving unit in assisting classroom teachers to develop and implement instructional and/or management strategies and to coordinate support resources for students with special needs within the school, as set out in the British Columbia, Ministry of Education, *Special Education Services: A Manual of Policies, Procedures and Guidelines (February 2011)*. The Team typically involves the principal, teachers and other school staff as needed. There is an expectation and understanding that parents or guardians will be

⁷ For more information on Reciprocal Tuition, see: <http://www2.gov.bc.ca/gov/content/education-training/administration/kindergarten-to-grade-12/aboriginal-education/reciprocal-tuition>

⁸ February 28 is a suggested second count date. The Parties to an LEA may select and agree another date.

contacted *prior* to their child being referred to the School Based Team.⁹

“School-Based Team Intervention Plan” is an informal education plan developed by the School-Based Team for a student who does *not* meet the criteria for an IEP but is considered “vulnerable” for the following reasons: not meeting learning outcomes, significant absence from school, not transitioning to the next grade, not at grade level, failing courses, behaviour issues, a child in care as defined by the *Child, Family and Community Service Act*, [RSBC 1996] c. 46, as amended from time to time, or under suspension. This informal education plan will be developed in a similar manner to an IEP, although it is different from an IEP, which is a component of the Special Education Manual. Where individual learning needs are identified, the School Based Team will devise and provide learning supports and interventions to assist the Student to maximize learning experience. Where necessary, the School Based Team Intervention Plan will develop and implement an adapted program. Where necessary, the Pacheedaht Nation will assist the school with interventions in the home or in the community.¹⁰

“School Calendar” means the school calendar established by each school district for each school year. Sections 87.01, 87.02 and 168.02 of the *School Act* and the provincial School Calendar Regulation 314/12, set out minimum requirements for Board-established school calendars, and set a minimum number of hours of instruction that Boards must offer to students during the School Year. Boards are required to make their proposed calendar public at least one month prior to submitting their proposed calendar to the Minister of Education and must consult with parents and Board employees on their proposed school calendar. The Board must make publicly available any proposed amendments to a school calendar at least one month before making the amendments.

“School Completion Certificate” or “Evergreen Certificate” means the Certificate granted by the Ministry to a student who has successfully completed the goals and objectives contained in his or her Individual Education Plan (IEP), in accordance with the requirements set out in Ministerial Order 205/95: Student Credentials Order, under the authority of the *School Act*, section 168 (2) (t). The School Completion Certificate or Evergreen Certificate is not generally recognized by public post-secondary institutions.

“School District” means the area constituted under the *School Act* as School District #62 (Sooke)

“School Fees” means mandatory fees that may be charged by the School District, and which are included in the Tuition Fees.

“School District Plan” means, under the Framework for Enhancing Student Learning, School Districts are expected to develop and keep a plan in place. Plans will be expected to reflect local efforts to support each student and specific groups of students, including Aboriginal students, Children in Care, and Students with special needs. Boards must develop and publicly communicate a process for developing, reviewing, refining, and approving school plans, and, in the spirit of collaboration for including local education partners in this process. It is expected to be updated annually.

“School Year” means a 12-month period, commencing on July 1st and ending on June 30th of the following calendar year.

⁹ See *Special Education Services: A Manual of Policies, Procedures and Guidelines (March 2011)*, pgs. 13-14.

¹⁰ Addressing needs of “vulnerable” students is also addressed in the CommunityLINK program: see, for example, the Operating Grants Manual 2012/13, Table 4c, at p. 8.

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

“Student” means any child of school age eligible to attend a School District school.

“Student File” means the file, in addition to the Permanent Student Record, that is required to be established and maintained for each student enrolled in the public education system and which must contain copies of current records used in the planning and administration of the student’s education program. While the content of a Student File will differ for each individual student, at a minimum the Student File will contain the following: current student record inclusions as listed on form 1704, a copy of the student’s current Student Learning Plan (if applicable), and a copy of the student’s current Individual Education Plan (IEP) (if applicable). After a student has withdrawn or graduated from the education system, records contained in a Student File shall be retained according to school district policy. Information should be updated as it changes and the student progresses through the BC school system. School district policy will determine who is responsible for updating Permanent Student Record form 1704.

“Student Satisfaction Survey” means an annual survey of students in grades 4, 7, 10 and 12, their parents and school staff administered since 2002 in British Columbia public schools. The Survey was developed with input from partner groups, experts in educational measurement and special education, and teachers of early grades. Each year feedback from participants is considered in order to improve the survey questions and features.

Districts and schools are able to add questions that address local issues by contacting the Survey Administrator. The survey is delivered online and it takes about 10 minutes to complete. If districts or schools have added questions the survey may take longer. Student and staff surveys are provided in English and French. Parent surveys are provided in 18 languages. The survey is available 24/7 over a period of about three months, January to mid-April.¹¹

“Student Success” means¹²:-

- Having access to quality preschool services to support readiness for Kindergarten;
- Meeting or exceeding expectations as assessed according to the prescribed Learning Outcomes of BC curriculum in Kindergarten to Grade 12;
- Having strong parent or guardian satisfaction with the progress of their child;
- Having strong attendance to support consistent learning opportunities;
- Maintaining strong relationships with teachers, Aboriginal Classroom Program Assistants and school staff.
- Feeling safe at school and positively contributing to the school climate. This includes safety from racism (students and staff), indifference, bias, marginalization, bullying and stereotyping;
- Maintaining a full sense of engagement in school life. This implies a focus on the “whole person” such that Students have a sense of belonging that encompasses intellectual, physical, social, and emotional success.
- Having access to and participation in Indigenous language and culture programs;
- Having access to and participation in extracurricular activities;
- Transitioning successfully from grade to grade and passing courses required to move to the

¹¹ http://www.bced.gov.bc.ca/sat_survey/

¹² These are suggested indicators of student success. Indicators may also be included in an Aboriginal Education Enhancement Agreement to ensure interconnectedness among these documents and a focus on student-centred outcomes.

next grade, including successful transition from Early Learning or home to Kindergarten, Kindergarten/early learning/home to grade one, elementary school to secondary school, and secondary to post-secondary education.

- Identifying and obtaining the supports and interventions necessary for students to meet their academic and social potential;
- Fully meeting the expectations and outcomes of an IEP, should one be required;
- Graduating with a BC Dogwood or, for some students with an IEP, leaving secondary school with an Evergreen Certificate - with the intent that every Student who is capable of meeting course outcomes with additional support is registered in courses required for a BC Dogwood;
- Having a clear graduation plan that transitions to a career path or post-secondary education or employment option of their choice;
- Being prepared for post-secondary education or work life after graduation, with a strong focus on the essential skills necessary to be successful in life; and
- Being prepared to be a full participant in the community following school.

"Targeted Aboriginal Education Funding" means the funding provided to the School District by the Ministry 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. Students may be claimed for funding under one or more of the following three categories of Aboriginal Education Programs and Services: Aboriginal Language and Culture Program; Aboriginal Support Services; and, Other Approved Aboriginal Programs. For greater certainty, funded Aboriginal Education Programs and Services must be additional to any other programs and services for which an Aboriginal student is eligible, including provincial base funding, ELL, Special Education, and Targeted Aboriginal Education Funding must not be used for the delivery of provincial curriculum (provincial curriculum includes courses such as BC First Nations Studies 12 and English First Peoples 10, 11 and 12).

"Transportation funding" means funding for transportation to and from school that is included in the First Nation Billing Rates, as calculated by the Ministry and paid by ISC to the Pacheedaht Nation.

"Tuition Fees" means the Tuition Funding per student received from ISC by the Pacheedaht Nation, which the Pacheedaht Nation pays to the Board for the purchase of education services, including any mandatory School Fees, for students in the School District at the rate set out by the Ministry in its fiscal framework for a given school year, or Tuition Funding received from the Ministry by the Sooke School District, which the Sooke School District pays to the Pacheedaht Nation for the purchase of educational services, including any mandatory School Fees, for Non-First Nation Students in the School District at the rate set out by FNEESC in its fiscal framework for a given school year.

"Tuition Funding" means the Tuition (Instructional Services) Funding received by the Pacheedaht Nation from ISC for the education of Pacheedaht Nation Students in the School District who are on the Nominal Roll, which is invoiced by the Board as per the First Nation Billing Rates established by the Ministry annually and as determined by the snapshot date of September 30, or the Tuition (Instructional Services) Funding received by the Sooke School District from the Ministry for the education of Non-First Nation Students in the School District who are on the Nominal Roll, which is invoiced by the Pacheedaht Nation as per the Reciprocal Tuition Agreement reached by FNEESC and the Ministry.

"Vulnerability" means information gathered has identified that a Student is finding or is likely to find learning more challenging; vulnerability may be identified through a variety of data including not meeting learning outcomes, significant absence from school, not transitioning to the next grade, failing courses,

behavioural issues, being under suspension, not achieving grade level benchmarks and/or is a Child in Care.

“Vulnerable Student”, as defined for purposes of CommunityLINK, means students who may be at risk in terms of academic achievement and social functioning. These students may come from less affluent socio-economic backgrounds.

“Vulnerable Student Supplement”, as set out in the Operating Grants Manual, provides funding to districts to assist them in providing services to vulnerable students *in addition to* the CommunityLINK special purpose grant. This supplement is calculated based on the following factors and sub-components:

- Economic conditions (65%)
- Income Assistance (40%)
- Deep poverty (30%)
- Moderate poverty (30%)
- Demographic vulnerability (12.5%)
- Aboriginal population (50%)
- Single parent (30%)
- Recent immigrant (20%)
- Social conditions (12.5%)
- Children in care (60%)
- Serious crime (20%)
- Suicide/homicide (20%)
- Educational attainment (10%)
- Adults without high school graduation (100%)

2.0 PURPOSE

2.1 The Parties agree that the purposes of this Agreement are to:

- a) Confirm the Parties’ shared commitment to, and responsibility and accountability for, Pacheedaht Nation Student success, which includes academic, social, cultural, linguistic, emotional and physical learning;
- b) Confirm the mutual desire and commitment of the Parties to build a positive, effective, collaborative and constructive relationship to:
 - assist Pacheedaht Nation Students to achieve their full potential with all necessary supports identified and implemented to allow each Student to transition successfully into a career path, post-secondary education or employment;
 - improve Pacheedaht Nation Students’ educational outcomes and improve Pacheedaht Nation Student graduation rates; and
 - identify and implement measures to enhance Student Success for Pacheedaht Nation Students.
- c) Set out the roles and responsibilities of the Parties to meet the purposes and objectives of this Agreement;
- d) Set out processes to jointly assess the performance of the School District and the educational needs of Pacheedaht Nation Students and arrange for the delivery of services, within a culturally respectful

learning environment, that will meet these needs;

- e) Set out processes to identify targets and success measures, and monitor progress in reaching those targets, in relation to Pacheedaht Nation Student outcomes and achievement levels, including targets and measures recommended in the Aboriginal Education Enhancement Agreement, if applicable;
- f) Ensure a clear and meaningful role for the Pacheedaht Nation, parents and legal guardians in the education provided to Pacheedaht Nation Students by the School District;
- g) Share and exchange information to foster a better understanding of the provincial public school system and funding regime, including the Operating Grants Manual, in order to maximize access to resources and services;
- h) Provide a framework and process for the payment of Tuition Fees by the Pacheedaht Nation to the Board and by the Board to the Pacheedaht Nation;
- i) Clarify or establish linkages between this Agreement and other accountability mechanisms, including the Aboriginal Education Enhancement Agreement, if any, and School District Plans;
- j) Set out accountability requirements, including those respecting reporting and auditing;
- k) Set out documentation to support agreed policy or agreed program delivery models.

3.0 GUIDING PRINCIPLES

3.1 The Parties will be guided by the following principles:

- a) Pacheedaht Nation Students have a right to quality education that reflects and respects Indigenous languages and cultures;
- b) Pacheedaht Nation Students have a right to feel safe at school, including safety from racism, indifference, bias, marginalization, bullying and stereotyping, which should be supported by a rigorous code of conduct (see APPENDIX F);
- c) The School District will collaborate with the Pacheedaht Nation to support positive experiences for children in early learning, preschool and kindergarten that will contribute to a strong foundation for success throughout their school years; the Board and the Nation will document the agreed delivery model for early learning, including *Strong Start*, preschool and kindergarten programming (see APPENDIX G).
- d) There must be high expectations for Pacheedaht Nation Students and their achievement levels;
- e) Marginalization of Pacheedaht Nation Students in any way, including through program or course assignment or class size management, is not acceptable and will not support the achievement of the objectives of this Agreement, nor the highest levels of achievement of Pacheedaht Nation Students;
- f) The School District and the Nation will collaborate in a genuine effort to achieve intercultural awareness, recognizing that respect for the Pacheedaht Nation's unique language, culture and history are

fundamental for ensuring a safe, tolerant, respectful and appropriate learning environment;

- g) Strong, relevant and effective school policies, regulations, practices, School District Plans, curriculum and instruction are necessary to promote a common understanding of the Pacheedaht Nation's cultural values and traditions by School District and school staff;
- h) School District and school policies and best practices will promote a greater understanding among staff and Students of the Pacheedaht Nation's culture, language, values and traditions;
- i) Pacheedaht Nations Students must be provided an education that ensures that they are confident in their self-identity, their knowledge of themselves, their families, their communities, and their traditional values, language and culture;
- j) Pacheedaht Nations Students must learn the skills and knowledge needed to thrive in contemporary society, including the technological capacity required in the 21st century;
- k) Pacheedaht Nations Students must receive an education that will allow them to access any opportunities they choose, including a range of career, higher learning, employment, and life choices;
- l) The Board and the Nation will promote educational success, opportunities and benefits for Pacheedaht Students through regular and ongoing engagement between the School District, the Pacheedaht Nation, and School(s), and particularly with:
 - parents, elders and other community members; and
 - other educational stakeholder groups within the School District, including teachers, administrators, and support staff;
- m) Open, ongoing and effective communication is essential to a successful working relationship, and to achieving the purposes and objectives of this Agreement, and will be promoted through all available means, including the Quarterly Meetings, the Aboriginal Education Council (AEC), the LEA Management Team, and staff, technical, community, parent and School-Based Team meetings;
- n) Curriculum, materials and resources will meaningfully reflect the Pacheedaht Nation's culture, values, language and traditions, as identified through consultations with the Pacheedaht Nation or its designate;
- o) The effectiveness of this Agreement will be enhanced through regular family and community involvement focused on expanding educational opportunities for Pacheedaht Nation Students.
- p) The effectiveness of this Agreement will be enhanced through regular joint reviews by the Parties, focused on identifying and implementing opportunities for improvement; and

4.0 OBJECTIVES

4.1 The Parties agree to work together to achieve the following objectives:

- a) To establish and grow a positive and collaborative working relationship based on open, regular and effective communication;

- b) To create, improve and foster a learning environment, at all levels of the school system, that establishes high expectations of all Students and that maximizes Pacheedaht Nation Students' learning by helping them feel safe and valued and by nurturing a strong sense of belonging in the school and community;
- c) To have Pacheedaht Nation Students achieve at high academic levels, meeting or exceeding the provincial achievement levels throughout the grades, in all subjects, transitioning from grade to grade and to high school completion (BC Dogwood Diploma);
- d) To have Pacheedaht Nation Students achieve continuous improvement in attendance levels with the objective of a 90% or greater attendance rate;
- e) To have high parental satisfaction as measured by parent satisfaction surveys or other instruments;
- f) To identify and implement measures to visually reflect Nuu-Chah-Nulth culture in the School District's infrastructure (e.g. art, role models);
- g) To explore strategies and implement measures to include and raise awareness of the Ditidaht language in programming at Port Renfrew Elementary; to explore strategies and implement measures to raise awareness of the Dididaht language in the Milne's Landing Family of Schools.
- h) To assess the performance of the School District, to work in partnership to improve the performance of the School District in meeting the educational needs of Pacheedaht Nation Students, and to arrange for the delivery of programs, services and practices that will address and meet these needs, with priority placed on:
- early intervention, specifically in the area of educational assessment;
 - remedial program supports;
 - issues of attendance;
 - evaluation in relation to age/grade levels;
 - First Nation content in all curriculum; and
 - promoting courses at Edward Milne Community School such as First Voices 10, 11 and 12, and BC First Nations Studies 12;
- i) To identify and ensure appropriate linkages between any Pacheedaht Nation early learning programs and provincial elementary programs;
- j) To ensure that School Based Teams regularly review progress for any Pacheedaht Nation Student identified as Vulnerable or requiring additional support (e.g. students not at grade level, Children in Care);
- k) To develop and reinforce in Pacheedaht Nation Students a pride in their culture, language and history;
- l) To promote a greater awareness and respect for the Pacheedaht Nation's history, language and culture among staff and Students;
- m) To facilitate positive interactions between school staff and Pacheedaht Nation communities, parents and elders to promote and enhance intercultural awareness and understanding;
- n) To collaborate in the development of culturally appropriate First Nation programs, which enhance academic and vocational skills and outcomes, while promoting personal, social, cultural and linguistic

growth;

- o) To collaborate and seek out opportunities or supports that promote or contribute to Pacheedaht Nation Student Success. For example, ensuring reliable transportation to and from school, early assessment and intervention to identify and support learning needs, inter-school visits to facilitate transitions (see APPENDIX H);
- p) To increase the number of Pacheedaht Nation Students taking high level academic courses, particularly in math, science, English and English First Peoples;
- q) To increase the number and percentage of Pacheedaht Nation Students who meet or exceed the prescribed BC Ministry of Education Learning Outcomes in literacy, numeracy, and writing for Kindergarten - Grade 12;
- r) To increase the number of Pacheedaht Nation Students who make a successful transition from Pacheedaht Nation Community School or other band-operated schools to Sooke School District Schools, between Sooke School District Schools, or between school districts;
- s) To increase the number of Pacheedaht Nation Students who make successful grade-to-grade transitions, particularly at grade levels at which there tends to be a greater likelihood of, or vulnerability for, failing to make grade-to-grade transitions ie: primary to intermediate and elementary to middle and middle to secondary;
- t) To increase the number of Pacheedaht Nation Students taking provincially examinable courses necessary for, and leading to, entry into post-secondary education institutions and/or immediate employment;
- u) To increase Pacheedaht Nation Students' graduation rates, eligibility for post-secondary training, and skills that will assist in the development of their communities;
- v) To ensure that Pacheedaht Nation Students have ready access to transportation to and from school, including collaboratively developing and implementing plans to address disruptions in transportation services (e.g. road closures); and to follow through with BCTEA Transportation initiatives.
- w) To increase the number of Pacheedaht Nation Students participating in sports and other School District extra-curricular activities.

5.0 RESPONSIBILITIES & COMMITMENTS

5.1 The Board agrees to:

- a) Enroll and provide to Pacheedaht Nation Students a quality educational program in accordance with the *School Act*, regulations and orders, as amended from time to time;
- b) Provide access and opportunity to Pacheedaht Nation Students in a manner consistent with the BC Ministry of Education's *Framework for Enhancing Student Learning* and Board practices for all students enrolled in education programs in the School District and to continue to strive towards high levels of success in educational programs for Pacheedaht Nation Students;
- c) Include curriculum, materials and resources that promote an understanding of and appreciation for the history, language and culture of First Nations people in British Columbia, and list curriculum, including locally developed curriculum, in the course selection handbook for each School within the School District;
- d) Promote offering of, and enrollment in, First Voices 10, 11 and 12 and BC First Nations Studies 12;
- e) Ensure compliance with Ministry policy regarding Aboriginal students, including implementation of 1701 Instructions; ensure that the Pacheedaht Nation is provided aggregate information on First Nation Students' progress through the Annual Aboriginal Outcomes Report;
- f) Promote and support First Nation cultural activities in schools within the School District;
- g) Encourage and support Pacheedaht Nation Students to participate in extracurricular and sports activities;
- h) Encourage and support Pacheedaht Nation Student Success and transitions through actions such as:
 - Curriculum related field trips and exchanges between Port Renfrew Elementary School and John Muir Elementary School;
 - Increase comfort levels related to transitions through opportunities for Pacheedaht elementary school Students to visit middle schools, and Pacheedaht Nation middle school Students to visit high schools;
 - Increased access to information for Pacheedaht Nation Students and parents or guardians related to the counselling, literacy supports and Aboriginal Education support staff and services available at School District middle and high schools; and
 - Elementary, middle and high school visits to Pacheedaht Nation traditional territories to increase cultural and community learning and awareness.
- i) Provide information to parents or legal guardians and the Pacheedaht Nation regarding each Pacheedaht Nation child's education program (e.g. course selection process, reporting periods, report cards);
- j) Provide information about opportunities for parent or legal guardian involvement in the education of Pacheedaht Nation children (e.g. committee processes) and School District and school activities;
- k) Promote and support professional development for School District teachers and staff focused on

First Nations' history, language and culture;

- l) Ensure that Pacheedaht Nation Students enrolled in programs that will give them the academic credentials to proceed to post-secondary education and training are not transferred into Modified or Adapted programs unless and until:
 - i. such decisions are made in collaboration with the parent or legal guardian; and
 - ii. the Board has obtained the Informed Consent in writing of the parent or legal guardian or designate;

- m) Establishing and using an agreed process, meaningfully involve the Pacheedaht Nation in establishing, implementing and monitoring progress in relation to the Framework for Enhancing Student Learning in areas such as the following:
 - targets for Student Success;
 - standards for student performance; and
 - plans for improving student achievement in the School District, literacy, early learning programs, and any other matters mandated by the Minister;

- n) Where requested by the Pacheedaht Nation, meaningfully engage the Pacheedaht Nation in the development or renewal, implementation, monitoring and evaluation of an Aboriginal Education Enhancement Agreement, between the School District, the Pacheedaht Nation, other local Aboriginal community organizations, and the Ministry of Education and establish a collaborative partnership between Aboriginal communities and the School District that involves shared decision-making and specific goal setting to meet the educational needs of all Aboriginal students;

- o) Engage with the Pacheedaht Nation in the development of School District Plans;

- p) Using an agreed process (see APPENDIX E), share all relevant information on available and secured funding, and meaningfully involve the Pacheedaht Nation in the planning for the expenditure of:
 - i. the Nominal Roll Tuition Funding;
 - ii. Aboriginal Targeted Education Funding, Special Education Funding, and ELL; and
 - iii. Additional Funding obtained for programs or services that can be accessed for Pacheedaht Nation Students (e.g. funding for Vulnerable Students/CommunityLINK, and/or Rural Education Enhancement Fund (REEF));

- q) Appoint one School Trustee to the Aboriginal Education Council;

- r) Appoint two School District representatives to the LEA Management Team (District Principal of Aboriginal Education and Associate Superintendent);

- s) Include representation drawn from the LEA Management Team on all Board, School District or School committees that set policy and/or have a financial impact on Pacheedaht Nation Students, including policy development or renewal, education programming, operations and maintenance, and budget advisory committees.

- t) Communicate details of this Agreement, including its purpose, objectives and principles, with school personnel, in particular teachers;

- u) Work with the School(s) to provide to the Pacheedaht Nation a report on Pacheedaht Nation Students' progress at the Quarterly Meetings and as set out in **Section 14.0**;
- v) Using an agreed process (See APPENDIX E), notify the Pacheedaht Nation and parent or legal guardians of the Board's approved School Calendar for the subsequent school year by May 31; and
- w) Encourage School(s), in accordance with policy, to make available facilities (e.g. meeting rooms) to support communication among and between parents or guardians or designates, staff and students; and
- x) The School(s) agree to share the Student Satisfaction Survey with the Pacheedaht Nation and parent or legal guardians of Pacheedaht Nation Students.

5.2 The Pacheedaht Nation agrees to:

- a) Foster and promote the importance of education, including school attendance and participation, within the Pacheedaht Nation's communities and the homes of its members, including parents, legal guardians, children and elders;
- b) Promote the active participation and involvement of parents and legal guardians and other community members of the Pacheedaht Nation in the education of their children, including any available processes or forums in the School District or School activities;
- c) Bring to the attention of, and educate the Board, teachers and School personnel about cultural protocols that will assist in creating a culturally sensitive learning environment (e.g. recognizing the Pacheedaht Nation's traditional territory in School District literature, events or functions; communicating protocol for when Elders are involved in programs);
- d) Promote and provide opportunities for the Board, teachers and other School personnel to attend community events or other events hosted by the Pacheedaht Nation;
- e) Provide the Board with a list of resource people who have expertise in Pacheedaht Nation cultural, educational, government, economic and health issues;
- f) Appoint two representatives to the LEA Management Team (Education Director or proxy);
- g) Appoint one member to the Aboriginal Education Council (Education Director or proxy) who is responsible for communicating with the Pacheedaht Nation leadership, Education Committee, staff, community and parents or guardians on information related to School District and School activities and initiatives relevant to Pacheedaht Nation Students and parent or legal guardians;
- h) Subject to receiving Tuition Funding from ISC, pay the Board the Tuition Fees received from the federal government according to the First Nations Billing Rate and as agreed to and set out in this Agreement;
- i) Actively participate in the development, renewal, implementation, monitoring and evaluation of an Aboriginal Education Enhancement Agreement, where such an Agreement has been requested;
- j) Using an agreed process (see APPENDIX E), actively participate with the Board in planning for the expenditure of:

- i. the Nominal Roll Tuition Funding;
- ii. Aboriginal Targeted Education Funding, Special Education Funding, and ELL Funding; and
- iii. Additional Funding obtained for programs or services for Pacheedaht Nation Students (e.g. funding for Vulnerable Students/CommunityLINK); and

k) Encourage and support Pacheedaht Nation Students to participate in extracurricular and sports activities.

5.3 Consistent with the purposes, principles and objectives of this Agreement, the Board will:

- a) Provide to Pacheedaht Nation Students a quality educational program in accordance with the *School Act*, regulations and orders, as amended from time to time;
- b) Provide access and opportunity to Pacheedaht Nation Students in a manner consistent with School District practices for all students enrolled in education programs in the School District, and continue to strive towards high levels of success in educational programs for Pacheedaht Nation Students;
- c) Provide cultural and academically appropriate, safe and culturally inclusive education programs to meet Pacheedaht Nation Student needs and meet the aim of the District to have each student become a successful graduate prepared for opportunities beyond graduation;
- d) Develop and implement strategies, with the Pacheedaht Nation, to keep Pacheedaht Nation Students in school and maintain and implement agreed upon Attendance Protocols;
- e) Include curriculum, materials and resources that promote an understanding of and appreciation for the history, language and culture of First Nations people in British Columbia, and promote the offering of, and enrollment in, First Voices 10, 11 and 12 and BC First Nations Studies 12;
- f) Promote and support First Nation cultural activities in Schools within the School District;
- g) Encourage and support Pacheedaht Nation Students to participate in extracurricular and sports activities;
- h) Provide information and offer guidance or support to parents, legal guardians or designates regarding:
 - i. each Pacheedaht Student's education program (e.g. course selection process, reporting periods, report cards); and
 - ii. opportunities for parent or legal guardian involvement in the education of their children (e.g. School committees, activities and initiatives);
- i) Where a Pacheedaht Nation Student has not submitted his or her course selection by the deadline, register that Student in the highest course option available to meet the objective of high learner success;
- j) Working with the Parties and parents or legal guardians, ensure that Pacheedaht Nation Students enrolled in programs that will give them the academic credentials to proceed to post-secondary education and training are not transferred into Modified or Adapted programs unless and until:
 - i. such decisions are made in collaboration with the parent or legal guardian; and

- ii. the Informed Consent in writing of the parent or legal guardian or designate has been obtained;
- k) Using agreed communication protocols (see APPENDIX E), provide reports to the Pacheedaht Nation and parents or guardians regarding services, supports and interventions provided to Pacheedaht Nation Students assessed as requiring Individual Education Plans or School-Based Team Intervention Plans.
- l) To the extent it is within the School's authority, meaningfully involve the Pacheedaht Nation in the development, implementation, monitoring and evaluation of:
 - i. targets for Student Success;
 - ii. standards for student performance; and
 - iii. plans for improving student achievement in the School District literacy, early learning programs, and any other matters ordered by the Minister;
- m) Provide information and input on how effectively the Targeted Aboriginal Education Funding is supporting Pacheedaht Nation Students' needs;
- n) Utilize Pacheedaht Nation members placed on the School District resource list as cultural resources at the School level and provide the list of cultural resources to School staff (see APPENDIX H);
- o) Include representation drawn from the LEA Management Team on School committees that set policy and/or have a financial impact on the Pacheedaht Nation Students, including policy development or renewal, education programming, operations and maintenance, and budget advisory committees;
- p) Using agreed processes (see APPENDIX E), communicate details of this Agreement, including its purpose, objectives and principles, with school personnel, in particular teachers;
- q) Appoint two representatives to the LEA Management Team;
- r) Work with the Pacheedaht Nation to develop a schedule for Quarterly Meetings and coordinate with the Pacheedaht Nation to develop a reporting template for use at Quarterly Meetings;
- s) Using the agreed reporting template, provide a report on Pacheedaht Nation Students' progress at the Quarterly Meetings as set out in **Section 14.0** reporting on such matters as:
 - i. Attendance;
 - ii. Grade to grade transitions;
 - iii. Performance on Ministry, School and District assessments (numeracy, literacy, provincial exams);
 - iv. Six year completion rates;
 - v. Number of Dogwood versus Evergreen Certificates,
 - vi. Enrolment data,
 - vii. IEPs/S-BTIPs;
 - viii. Modified or adapted programs;
 - ix. Early leavers; and
 - x. Other matter as may be agreed by the Parties and School(s).
- t) Following secondary school promotional meetings held at the end of every school year, provide direct communication to parents, legal guardians or designates, outlining concerns related to their child's

placement or programs and, where parent or legal guardian consent is provided, provide such information to the Pacheedaht Nation; and

u) In accordance with School District and School policy, make available facilities (e.g. meeting rooms) to support communication among parents, staff and students; and

6.0 CURRICULUM & RESOURCES

6.1 The Parties agree to make every effort to:

a) Work to improve the development and selection of First Nation curriculum, materials and resources for all grades and subject areas, including Nuu-Chah-Nulth language, history, and culture;

b) Introduce and promote culturally relevant First Nations' materials, resources and activities in all subject areas for all students and particularly for social events and ceremonies sponsored by the School(s);

c) Implement mechanisms to preserve and protect any intellectual property rights the Pacheedaht Nation may have in curriculum, materials and resources to ensure the Pacheedaht Nation maintains ownership and related rights in the curriculum, materials and resources;

d) For greater certainty, the Parties and School(s) agree that the Pacheedaht Nation retains ownership and any related intellectual property rights it may have in curriculum, materials or resources provided for use in School District Schools;

e) Offer First Voices 10, 11 and 12 and BC First Nations Studies 12;

f) Seek to identify measures for ongoing improvements to programs and school performance; and

g) Seek and secure additional funding with the express purpose of developing culturally responsive curriculum, materials and resources, and appropriate professional development to support its delivery;

6.2 The Parties agree to pursue all opportunities to provide the resources to:

a) Assist in the development of curriculum, materials and resources;

b) Support professional development initiatives to promote intercultural and Indigenous cultural awareness;

c) Coordinate the delivery and implementation of curriculum relevant to Nuu-Chah-Nulth culture; and

d) Collaborate to provide Indigenous language instruction programs.

e) Work together in a sensitive and appropriate manner to address the history of the Indian Residential School system through the development and implementation of age-appropriate curriculum, materials and resources, and through professional development opportunities; and

6.3 The Parties agree to work together to identify and implement mechanisms for recognizing school

credit for participation in cultural activities.

7.0 IDENTIFICATION OF STUDENTS REQUIRING ASSESSMENT

7.1 The Board will ensure that each Pacheedaht Nation Student will be provided an educational program appropriate to his or her needs and abilities, and will ensure the Student's progress is monitored and reported to the Student's parent or legal guardian, as well as to the Pacheedaht Nation where the consent of the parent or legal guardian has been provided for such a report.

7.2 In order that Pacheedaht Nation Students are appropriately identified as requiring supports, the Board will ensure appropriate and transparent identification and assessment of Pacheedaht Nation Students, with annual re-evaluation, and ensure that Individual Education Plans (IEPs) are re-visited annually for updating, adjustment or conclusion, as appropriate.

7.3 The Board will work with the Pacheedaht Nation to develop appropriate criteria and process for identifying Pacheedaht Nation Students who may require assessment, in particular with regard to early Kindergarten level, recognizing that early identification and intervention is necessary to promote student success.

7.4 The Parties agree that once a Pacheedaht Nation Student is identified as requiring assessment, the assessment will be carried out in a timely manner and as quickly as possible, and all available supports will be implemented in the interim.

7.5 The Board will include parents, legal guardians or designates in meetings regarding their children, and a parent or legal guardian may request that a representative of the Pacheedaht Nation be included in these meetings.

7.6 The Board will work with parent or legal guardians and the Pacheedaht Nation to:

- a) Monitor the progress of each Pacheedaht Nation Student;
- b) Identify and implement intervention supports to assist Pacheedaht Nation Students to reach grade level, where necessary; and
- c) Collaboratively make decisions about any adjustments to the level of a Pacheedaht Nation Student's educational program and make those adjustments only where the informed consent in writing of the Pacheedaht Nation Student's parent or legal guardian, or their designate, has first been obtained.

7.7 The Parties agree that assessments may include classroom, School, District or provincial assessments, and that these assessments are intended to result in an understanding of individual learning and lead to adjustments in instruction, interventions and resources that improve student learning; for example:

- a) Classroom assessments could include teacher-designed measures to evaluate learning and determine learning level; and
- b) Professional assessments could include reports by: an Educational Psychologist, a Pediatrician.

These assessments could lead to the development of individualized learning or education plans.

7.8 The Pacheedaht Nation agrees to provide Pacheedaht Nation Student supports where possible, and where the prior Informed Consent of the parent or legal guardian has been obtained.

8.0 SPECIAL EDUCATION PLACEMENT

8.1 The Board will ensure that every Pacheedaht Nation Student is placed in an education program that leads to B.C. Dogwood Graduation unless there is a specific assessment demonstrating that the Student is not capable of meeting the academic standard required for graduation; the Parties recognize that the intentional or unintentional streaming or marginalization of Pacheedaht Nation Students (e.g. to ungraded courses) will not be tolerated.

8.2 The Parties agree that Special Education assessment and placement of, or timetable changes or new timetables for, Pacheedaht Nation Students will follow the School District referral process and must include the following:

- a) For a Special Education assessment:
 - i. The Informed Consent in writing of the Pacheedaht Nation Student's parent or legal guardian, or their designate, has been obtained;¹³
 - ii. Within one month of a referral, an appointment for an appropriate assessment is scheduled and all pertinent information about the assessment process is provided to the parent or legal guardian and the School Based Team, which may include the Education Director or Education Coordinator of the Pacheedaht Nation; and
 - iii. Within two months of completion of an assessment, a verbal and written report stating the outcome of the Student's assessment, the options available, and professional recommendations is provided to the parent or legal guardian or their designate.

- b) For a Special Education Program placement:
 - i. Prior to placement of a Pacheedaht Nation Student on a Special Education Program Individual Education Plan (IEP):
 - a. An appropriate assessment must be completed and the results must be provided to, and discussed with, the parent or legal guardian, the School-Based Team and designated Pacheedaht Nation representative;
 - b. An appropriate assessment must be completed, and the implication for educational services identified in an Individual Education Plan (IEP), including agreed limitations (e.g. timeframe, number of courses and course type), for the purpose of assisting the Student;
 - c. A written report stating the reason for the placement, the options considered and the educational opportunities gained and lost by the placement must be provided to the parent or legal guardian and designated Pacheedaht Nation representative; and
 - d. The Informed Consent in writing from the child's parent or legal guardian, or their designate, has been obtained;

¹³ This includes, among other things, clearly explaining the difference between "Adapted" and "Modified" Programs.

- ii. For Special Education Placement Reporting, an ongoing report of services and assessment results must be provided; and
 - iii. Written reports on the results of the placement, based on the progress of the Pacheedaht Nation Student, must be provided to the parent or legal guardian and designated Pacheedaht Nation representative at the end of each term during the placement.
- c) To Appeal a Special Education Assessment or Placement Decision:
- i. The Board will ensure parents or legal guardians are advised of their rights of appeal. If a parent or legal guardian wishes to appeal an assessment or placement decision, they may file such an appeal in accordance with applicable Board bylaws, policies and procedures regarding appeals ¹⁴;
 - ii. The parent or legal guardian may request, and will receive, support in the appeal process from the Pacheedaht Education Department and/or members of the relevant School-Based Team; and
 - iii. The designated Pacheedaht Nation representative will receive information about a Pacheedaht Nation Student's assessment and/or placement after best efforts have been made to obtain the Informed Consent in writing from the parent or legal guardian.

8.3 The Parties agree that IEPs will be concise, usable documents summarizing the Pacheedaht Nation Student's educational program and will be developed with input from the Pacheedaht Nation Student, their parent or legal guardian, School Based Teams and other relevant School District personnel and other services providers, as appropriate.

8.4 The Parties agree that IEPs are not intended to be indefinite and will be reviewed and revisited annually in collaboration with the Pacheedaht Nation Student and his or her parent or legal guardian, and the IEP will be either:

- a) Renewed;
- b) Revised; or
- c) Concluded, where it is determined that the Pacheedaht Nation Student no longer requires an IEP.

8.5 For greater certainty, the Parties agree that an IEP will only be put in place under section 8.2 and be renewed, revised or concluded under **Section 8.3** where the prior Informed Consent of the parent or legal guardian has been obtained.

8.6 In the case of a Pacheedaht Nation Student on an Adapted Program, the Student will be assessed using the standards for the course/program and will receive full credit for their work. Letter grades are assigned when a student's course/program is adapted. School personnel will document the adaptations provided for the student. Students on an Adapted Program can still graduate from high school with a BC Dogwood Certificate.

8.7 Upon request, the Pacheedaht Nation will assist the School(s) and parent or legal guardians with requests for parental Informed Consent under **Sections 8.2 and 8.5**.

¹⁴ Section 11 of the *School Act* provides for appeals: All school boards must have appeal procedures to help resolve disputes. The Ministry expects that the appeal procedures will be based on principles of administrative fairness, which include the right of students and parents/guardians: to be heard by the school board; to be consulted in decisions affecting them; and to an impartial school board decision based on relevant information.

8.8 In accordance with the *School Act*, the Board and School(s) agree to provide the following to the parent or legal guardian, and designated Pacheedaht Nation representative with the consent of the parent or legal guardian:

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

8.9 The Board agrees to inform, and invite in a timely manner, parents or legal guardians or designates to attend School Based Team meetings concerning Pacheedaht Nation Students on issues such as Special Education, assessment or placements.

8.10 As a matter of best practice, the Parties agree to collaborate to develop a parent handbook on assessment and placement to ensure parent or legal guardians have access to reader-friendly information on the process and implications of IEP designations, assessments and placements.¹⁵

9.0 VULNERABLE STUDENT PLACEMENT

9.1 The Board will work with parents or legal guardians and the Pacheedaht Nation to ensure that a Vulnerable Student designation of a Pacheedaht Nation Student is supported by evidence and demonstrated need.

9.2 The Board will ensure that an Individual Learning Plan (ILP) is in place, and is regularly reviewed, for every Pacheedaht Nation Student identified as a Vulnerable Student.

9.3 The Board agrees that every effort will be made to keep in school Pacheedaht Nation Students identified as Vulnerable Students; to this end and in keeping with the Attendance Protocol, and the Code of Conduct of each School, will put in place, in consultation with the Pacheedaht Nation, parent or legal guardians, and School Based Team and/or staff, as appropriate, a School-Based Team Intervention Plan and related supports that will address academic, behavioural, attendance and any other issues for any Pacheedaht Nation Student who has been identified as a Vulnerable Student.

10.0 CHILDREN IN CARE

10.1 The Parties will ensure that appropriate learning plans and supports are identified and provided for Children in Care.

10.2 The Parties will engage relevant partners with respect to issues related to Children in Care to ensure that processes in place are clearly understood and supported by parents or legal guardians, designated Pacheedaht Nation representatives, School Based Teams, school staff, government officials, etc.

¹⁵ A handbook for parents can assist the Parties and Schools to work with parents to achieve "informed consent" (e.g. describing the meaning of "adapted" and "modified" programs, the purpose of IEPs, etc).

10.3 The Board will ensure that school(s) designate appropriate staff to be responsible for maintaining communications with the Pacheedaht Nation through an agreed upon communications protocol.¹⁶

11.0 STUDENT CONDUCT & SAFETY

11.1 The Parties support and encourage positive, responsible and respectful behaviour.

11.2 The Parties will identify and implement policies and other appropriate measures to create a safe environment for all students, staff and visitors to School(s), including safety from racism, indifference, bias, marginalization, bullying and stereotyping.

11.3 The Board is responsible for ensuring that each School has in place a rigorous Code of Conduct and related measures are in place and operative to ensure student safety.

11.4 Expectations for Pacheedaht 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 discipline policy provided by the Pacheedaht Nation.

11.5 The Board will require that school administrators communicate annually, prior to November 30th, with Pacheedaht Nation representatives to discuss school safety and discipline policies and procedures, and to involve Pacheedaht Nation representatives in any review of, or changes to, the Board's policies and procedures.

11.6 The Board will encourage a team approach by school administrators with Pacheedaht Nation Education representatives when dealing with general disciplinary issues involving Pacheedaht Nation Students.

11.7 The Board agrees that, with written consent of the parent or legal guardian, the Pacheedaht Nation shall be notified by the school administrator of potential disciplinary action and provided all correspondence related to the discipline of a Pacheedaht Nation Student.

11.8 The Parties agree to review School Code of Conduct documents and School District policies and other measures in place for creating a safe learning environment at Quarterly Meetings to ensure they remain relevant, updated, effective and meaningful.

12.0 CULTURAL AWARENESS & HIRING IN THE SCHOOL DISTRICT

12.1 The Board, in cooperation with the Pacheedaht Nation, agree to promote a greater awareness of and respect for the Pacheedaht Nation's language, culture and history through its policies, practices, plans, curriculum and instruction.

¹⁶ The Pacheedaht Nation would need to develop an agreed communications protocol under this section. See Seabird LEA as an example.

12.2 To prioritize implementation of local culture, language and tradition, the Pacheedaht Nation, in collaboration with the Board, shall identify resource people to facilitate cultural workshops, ceremonies and other events.

12.3 The Board agrees to cooperate with the Pacheedaht Nation to deliver cultural awareness professional development activities for all educational staff working with Pacheedaht Nation Students.

12.4 The Board will ensure that the Pacheedaht Nation has an opportunity to be meaningfully involved in the School District's hiring process for personnel, in particular, for positions that have a significant impact on Pacheedaht Nation Students, including, for example, Aboriginal Classroom Program Assistants, Aboriginal Education Coordinators, classroom teachers, principals and vice-principals.

12.5 The Board agrees to provide any employment equity policy it may have to the Pacheedaht Nation and will seek Pacheedaht Nation input into any amendments the Board proposes to make to its employment equity policy.

12.6 The Pacheedaht Nation will provide information to the Schools regarding cultural activities and events that may directly impact Pacheedaht Students' learning and/or attendance.

13.0 TRANSPORTATION

13.1 The Parties agree to identify transportation needs of Pacheedaht Nation Students and to develop and implement a plan for providing transportation services to meet those needs.

13.2 The Board agrees that transportation costs for Pacheedaht Nation Students recorded on the Nominal Roll are included in this Agreement and will not be charged as an additional cost.

13.3 The Board agrees to annually review bus schedules to ensure that the transportation needs of Pacheedaht Nation Students are met. This review may include but not be limited to:

- a) Providing alternate drop-off and pick-up locations for on reserve and off reserve elementary, middle and high school Students travelling from Port Renfrew to School District Schools.
- b) Work with the bus driver to enhance the above daily commute. For example, in collaboration with the Pacheedaht Nation, by providing Students with snacks.

13.4 The Parties agree to ensure that Pacheedaht Nation Students have ready access to transportation to and from school, including collaboratively developing and implementing plans to address disruptions in transportation services (e.g. road closures); and

13.5 The Parties agree to continue to pursue funding through BCTEA Transportation initiatives.

14.0 REPORTING & COMMUNICATION

14.1 The Board will provide at Quarterly Meetings in relation to Pacheedaht Nation Students a Quarterly Report including:

- a) the number of 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;
- b) a summary of Student achievement, attendance, any disciplinary action and retention data (e.g. grade to grade transition);
- c) the number of Students enrolled in alternate programs, secondary courses and ungraded programs;
- d) a summary of the number and nature of Students with IEPs placed in Modified or Adapted programs;
- e) a summary of School-Based Team Intervention Plans in place for services and supports being provided to Vulnerable Students and Children in Care;
- f) a monthly status report on excused and unexcused Student absences as per the Attendance Protocol; and
- g) with respect to any Early School Leavers, information on whether:
 - i. any interventions or supports were identified and implemented prior to the Early School Leaver leaving;
 - ii. any follow-up was undertaken with respect to the Early School Leaver after he or she left to bring him or her back to school or to provide him or her with educational services or supports.

14.2 The Board is responsible for ensuring that the information and data required for the Quarterly Meetings is collected and prepared such that reports are presented in a timely manner.

14.3 The Board agrees to produce and provide to the Pacheedaht Nation an Annual Report on or before July 31 outlining the provision of educational programs to Pacheedaht Nation Students under this Agreement including the content in the Quarterly Report, as well as:

- a) the number of Pacheedaht Nation Students enrolled in the School District at the end of each quarter (semester where applicable) during the year, including the number on reduced course schedules (below 1.0 FTE) and the number receiving enhanced services (above 1.0 FTE);
- b) financial reports related to this Agreement, which are prepared by the Board in the regular course of its operation and which include a copy of the audited financial statements;
- c) a complete financial report on the Targeted Aboriginal Education Funding, Additional Funding and Special Education Funding, including ELL, including:
 - i. the number of staff employed using Targeted Aboriginal Education Funding, Additional Funding and Special Education Funding and designated to work with Pacheedaht Nation Students;
 - ii. the proportion of staff time spent working directly with Pacheedaht Nation Students; and
 - iii. staff duties and responsibilities as they relate to Pacheedaht Nation Students;
- d) measures of success of Pacheedaht Nation Students, such as aggregate results for achievement, attendance rates, grade to grade transition, graduation and student retention rates, supports for successful transition to post-secondary education, and number of Pacheedaht Nation Students eligible to

move on to post-secondary education;

- e) update and report on services and supports provided to Pacheedaht Nation Students assessed as having Special Education needs and placed on IEPs, with either Modified or Adapted programs, including any IEPs that have been concluded, extended or adjusted;
- f) update on any programs, services and/or supports (e.g. tutoring) that Pacheedaht Nation Students received during the year;
- g) survey report of the year's activities under headings of cultural activities, field trips and guest speakers;
- h) identification of areas that require greater focus for the coming year to enhance Pacheedaht Nation Student Success;
- i) notice to the Pacheedaht Nation of changes in grade levels or school calendar planned by the School District for the September school opening; and
- j) other issues agreed upon by the Board and the Pacheedaht Nation.

14.4 Upon request by the Pacheedaht Nation, the Board will meet with the community to present and discuss either the Quarterly or Annual Reports.

14.5 The Parties agree to prepare a joint report annually for parent or legal guardians on progress under this Agreement, and, if applicable, the Aboriginal Education Enhancement Agreement.

14.6 The Board agrees to provide on or before November 30 the annual "How Are We Doing?" (HAWD) Report to the Pacheedaht Nation and parents or legal guardians of Pacheedaht Nation Students.

14.7 In the event of a compliance audit, the Board agrees to provide the Pacheedaht Nation with a copy of the audit report.

14.8 The Parties will endeavour to establish and ensure excellent communication with each other through agreed upon preferred means (see APPENDIX E), which may include, but not be limited to, regular and continual contact through newsletters, correspondence and in-person meetings, as appropriate. In addition:

- a) The Parties will encourage parents or legal guardians to attend regular and frequent parent-teacher interviews and develop appropriate strategies with teachers to raise and address any issues of concern regarding the Pacheedaht Nation Student.
- b) The Parties will advise parents or legal guardians of opportunities for input and involvement in their child's education, such as course selection dates, reporting periods, parent-teacher interview dates, application deadlines and procedures for post-secondary education, etc.
- c) The Parties will encourage meetings such as parent-teacher interviews to be held in the community.
- d) The Board will encourage School District employees of the School(s) attended by Pacheedaht Nation Students to attend community meetings and events when requested or invited by the Pacheedaht Nation.

Nation Students in the same manner as occurs with the Ministry of Education. In addition:

- a) In the event of a job action that does not result in school closure, the Pacheedaht Nation will work with the School District and School(s) to develop, where possible, a work plan to undertake activities to support Pacheedaht Nation Students, particularly Vulnerable and graduating Students who have a signed permission form from their parent or guardian.
- b) The Parties agree that any adjustment under **Section 15.7** shall take into consideration the number of days of school closure and adjustments in funding made by funding sources to the Pacheedaht Nation and to the Board, and that it is the intention of the Parties that neither the Pacheedaht Nation nor the Board should benefit financially from a school closure.

15.8 In the case of an Early School Leaver, the Parties agree that Tuition Fees for that student, as calculated on a percentage of school year not attended, will remain with the Pacheedaht Nation and, in the case of advanced tuition payments, the funds not used (as calculated by the percentage of school year not attended) will be credited to the Pacheedaht Nation for the purpose of providing the student with educational opportunities.

15.9 The Parties agree that additional services or programs not contemplated by this Agreement may be provided by the Board through agreement by the Parties of the terms and costs for such service(s) and/or program(s).

15.10 Where ISC is late in providing education program funding to the Pacheedaht Nation,

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

16.0 IN-SCHOOL DISPUTE RESOLUTION

16.1 The Parties agrees that complaints and disputes of students, parents, legal guardians, staff or the Pacheedaht Nation in support of a Pacheedaht Nation Student should be dealt with at the point closest to where the dispute first arises and in accordance with Board, School District and/or School policies or bylaws pertaining to disputes and appeals.

17.0 DEFAULT

17.1 If there is a default under the terms of this Agreement, the Party not in default may, if the default has not been resolved or a resolution process not commenced within 30 days after notice in writing has been given by the Party not in default to the Party in default, refer the default to the Dispute Resolution Committee under **Section 19**. This time frame may be extended by agreement in writing.

17.2 The Parties agree that, if there is a default under the terms of this Agreement, the issue will be

14.10 Where any report item or communication relates to an individual Pacheedaht Nation Student, the written Informed Consent of the parent or legal guardian of the Student must first be obtained.

15.0 TUITION PAYMENT

15.1 For eligible Pacheedaht Nation Students on the Nominal Roll attending Schools operated by the Board on September 30, and for whom the Pacheedaht Nation has received Tuition Funding from ISC, the Pacheedaht Nation will pay to the Board the Tuition Fees amount in accordance with **Section 5.0** of this Agreement.

15.2 For greater certainty, the Parties agree that the Pacheedaht Nation is responsible only for Tuition Funding received from ISC for the Tuition Fees of the Pacheedaht Nation's Students according to the approved First Nations Billing Rate and approved Nominal Roll. Unless otherwise agreed, the Pacheedaht Nation will not be responsible for paying any amounts for which it does not receive funding from ISC.

15.3 The September 30 Nominal Roll enrolment figures shall be verified by:

- a) The School Principal and Secretary Treasurer of the Board;
- b) The Pacheedaht Nation Education Director or other authorized representative; and
- c) An authorized representative of ISC.

15.4 The Parties agree that Tuition Fees payable for each school year shall be paid by the Pacheedaht Nation to the Board according to the following schedule and based upon the September 30 Nominal Roll figures:

- a) 30% or the pro-rated sum due for the school year September 1 to December 31 based on the previous year's eligible Tuition Fees on or before December 31;
- b) 30% or the pro-rated sum due for the school year January 1 to March 31 based on 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 31; and
- c) The remaining 40% or the pro-rated sum due for the school year April 1 to June 30 of the current year's eligible Tuition Fees on or before June 30 and an annual adjustment for "Early School Leavers" in accordance with figures reported under **Section 14.1**.

15.5 The Parties acknowledge that there may be arrears in the Tuition Fees paid to the School District due to rate increases and funding schedule that the Pacheedaht Nation receives from ISC, as the Pacheedaht Nation's funding is based on the prior year Nominal Roll and funding rate.

15.6 The Board will attach a copy of the approved Nominal Roll and a year-to-date financial statement with each invoice for tuition to the Pacheedaht Nation.

15.7 In the event of a school closure due to a labour dispute, the Tuition Fees will be equitably adjusted by the agreement of the Parties and returned to the Pacheedaht Nation for the benefit of Pacheedaht

relating to the interpretation and application of this Agreement, the Parties agree to use their best efforts to resolve such disputes in a reasonable and timely manner and in good faith.

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

19.3 If senior level representatives are unable to resolve the dispute, the Parties will refer the matter to a Dispute Resolution Committee process set out below.

19.4 Dispute Resolution Committee:

- a) If a dispute between the Pacheedaht Nation and the Board under this Agreement is not settled in a timely manner, the Parties shall establish a Dispute Resolution Committee consisting of three members to resolve the dispute as expeditiously as possible;
- b) The Board and the Pacheedaht Nation will each appoint one person to the Dispute Resolution Committee and those two members of the Committee shall appoint a third person, who shall be the Chair of the Dispute Resolution Committee; and
- c) The first two appointees will convene a meeting as soon as reasonably possible to appoint the third member of the Dispute Resolution Committee to consider and resolve the dispute.

19.5 Dispute Resolution Committee Proceedings:

- a) When a dispute is under consideration by the Dispute Resolution Committee, the Dispute Resolution Committee shall determine the manner in which the Parties shall proceed to carry out their respective obligations under this Agreement until the dispute is resolved;
- b) Both Parties will be provided an equitable opportunity to present their case and related evidence to the Dispute Resolution Committee and, though no formal rules of evidence shall apply to proceedings for the Dispute Resolution Committee, established legal procedure and evidentiary rules may be used as a guide to conducting the proceedings; and
- c) Proceedings of the Dispute Resolution Committee shall be fully accessible to the Board and the Pacheedaht Nation.

19.6 The Dispute Resolution Committee shall render a binding decision in writing to the Parties within 30 business days of the conclusion of its proceedings.

19.7 The Parties agree to endeavour to resolve issues or disputes that may arise about this Agreement, or its implementation, in a manner that fosters an improved, ongoing and respectful relationship between the Board and the Pacheedaht Nation.

20.0 LEA TERM & AMENDMENT

20.1 The term of this Agreement will be 3 years, from July 1, 2019 to June 30, 2023 inclusive.

referred to the dispute resolution process outlined in **Section 19**.

18.0 IMPLEMENTATION, MONITORING, REVIEW: LEA MANAGEMENT TEAM

18.1 The Parties hereby establish a joint LEA Management Team responsible for overseeing the implementation of this agreement as follows:

- a) Two Pacheedaht Nation representatives (Section 5.2f);
- b) Two School District representatives (Section 5.1r);
- c) Two representatives from the Schools; and
- d) A jointly selected and appointed chair.

18.2 The Parties agree to jointly develop terms of reference for the LEA Management Team within 20 days of the signing of this Agreement, which will include the following:¹⁷

- a) Membership of the LEA Management Team;
- b) Roles and responsibilities of the LEA Management Team (e.g. managing the implementation of this Agreement, delegating tasks as appropriate);
- c) A requirement that the LEA Management Team develop and finalize an LEA implementation plan for approval by the Parties within a specified timeframe and which, upon approval, will be appended to this Agreement;
- d) The relationship of the LEA Management Team to the Aboriginal Education Council; and
- e) Other matters as agreed by the Parties.

18.3 The Parties agree that the LEA Management Team will have an ongoing mandate to identify and develop recommendations for consideration by the Parties to build upon and improve this Agreement.

18.4 The Parties agree to establish and implement a process for joint monitoring and review of the effectiveness of this Agreement, and to identify and implement opportunities for improvement of this Agreement, in achieving the purposes, principles and objectives.

19.0 LEA DISPUTE RESOLUTION

19.1 If there is a dispute between the Parties with respect to any matter arising from this Agreement, or

¹⁷ Note: this provision is only suggested if the Parties have not jointly developed terms of reference prior to the signing of this agreement. Sample terms of reference are provided in the LEA Toolkit.

- 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 limits any priorities afforded to the Aboriginal or treaty rights of the Pacheedaht Nation, and
- b) this Agreement is without prejudice to the rights of the Parties and the Pacheedaht Nation with respect to such matters.

22.5 The Pacheedaht Nation agrees to append to this Agreement a Band Council Resolution (BCR) indicating the Pacheedaht Nation's support of this Agreement.

20.2 This Agreement shall be considered in effect for another full 1 year term unless notice is given 90 days prior to June 30, 2024 or any successive anniversary.

20.3 Both Parties agree to formally review and, if agreed, amend this Agreement within 90 days of each anniversary.

20.4 Either Party may terminate this Agreement with written notice given 90 days prior to expiry date.

20.5 Unless notice has been given to amend or terminate this Agreement, the Parties agree that the terms and conditions provided for in this Agreement will continue to apply for the next year.

21.0 NOTICES

21.1 Any notice, claim, consent, waiver, statement, or other documents or payment that either party may require or may desire to give, may be transmitted by mail, fax or personal delivery and will be conclusively deemed validly given or delivered or received by the addressee, if delivered personally on the date of delivery or, if mailed on the fifth business day after the mailing of the same in Canada by registered mail addressed or, if faxed with accompanying confirmation of completed transmission:

If to the Pacheedaht Nation:
PACHEEDAHT FIRST NATION
P.O. Box 170
Port Renfrew, BC
V0K 1K0

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

22.0 GENERAL

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

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

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

22.4 The Parties acknowledge that:

APPENDIX A

ABORIGINAL EDUCATION COUNCIL – TERMS OF REFERENCE

Note: School Districts must spend their Aboriginal Targeted Education Funding. They must develop any Aboriginal Education Enhancement Agreements in partnership with the local Aboriginal community.

SCHOOL DISTRICT NO. 62 (SOOKE) ABORIGINAL EDUCATION COUNCIL TERMS OF REFERENCE

October 18, 2017

NAME

The Aboriginal Education Council (A.E.C.) of School District No. 62 (Sooke).

ABORIGINAL PEOPLES are recognized in the Canadian Constitution 1982 (Section 35) and states “*aboriginal peoples of Canada*” includes the Indian, Inuit, and Métis peoples of Canada”. Indians are defined in the Indian Act 1867. **SELF IDENTIFICATION**, the B.C. Ministry of Education “Aboriginal student” refers to students who have reported themselves as Aboriginal.

VALUES

- View student success as integral in relation to a healthy educational experience that promotes a proud form of cultural expression that is open to Aboriginal and non-Aboriginal alike.
- Believe in honouring and acknowledging the local Nations and their treaties: T’Sou-ke First Nation and Scia’new First Nation, including Pacheedaht First Nation treaty process as territorial peoples.
- Promote and support inclusive programming held in-class, with no pull-outs for Aboriginal and non-Aboriginal students from Kindergarten to Grade 12.

STRUCTURE

- Is comprised of people who are committed to enhancing the success of all students.
- Is a collaborative committee.

ROLES AND RESPONSIBILITIES

- Will review annually (and make recommendations as needed) the Aboriginal Education Enhancement Agreement for School District No. 62 (Sooke).
- Members are representatives of their organizations and will report back on the progress of the A.E.C. to their respective groups.

MEETING PROTOCOL

Operates in a manner that is respectful of all peoples.

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

SIGNED on behalf of the **PACHEEDAHT FIRST NATION** by its duly authorized **Officers**

Chief

in the presence of:

Witness

Councillor

SIGNED on behalf of the **BOARD OF EDUCATION**

Chairperson
Sooke School District Board of Education

Witness

Secretary Treasurer, SD62

APPENDIX C
SCHOOL DISTRICT ORGANIZATIONAL CHART

APPENDIX B
BAND COUNCIL RESOLUTION

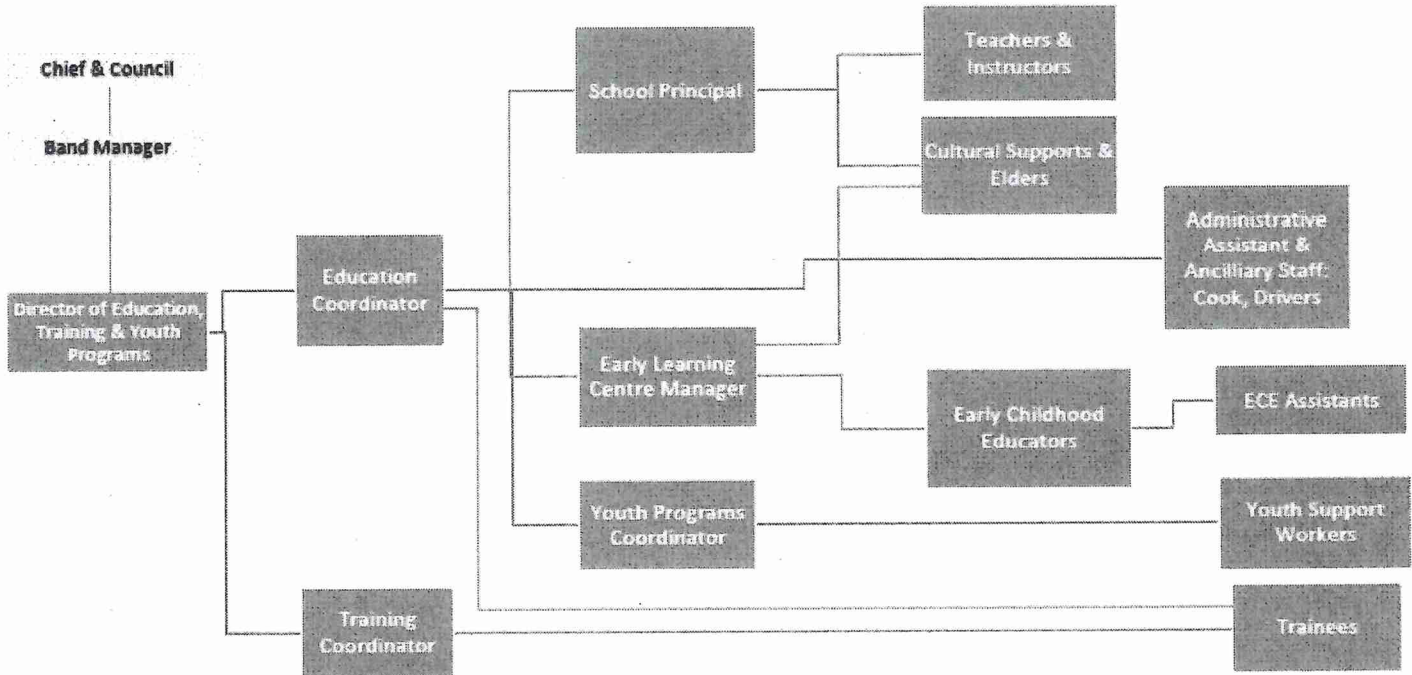
APPENDIX E

LEA IMPLEMENTATION PLAN – SAMPLE FRAMEWORK

APPENDIX D

PACHEEDAHT FIRST NATION - EDUCATION DEPARTMENT

ORGANIZATIONAL CHART



Contact Information for 2019-'20

Director of Education: Liz Robins

pacheedahtfeducation@gmail.com

Education Coordinator: Amanda Hamilton

pfnamanda@gmail.com

Training Coordinator: Carla James

carlacharlie@live.com

Early Learning Centre Manager: Rosslyn Anne

rosslyna@hotmail.ca

Administrative Assistant: Annette Wrightson

pacheedahraonette@gmail.com

APPENDIX G

EARLY LEARNING DELIVERY MODEL

**This list of items and services will be reviewed and updated annually.
Items and services listed are not included in LEA fees or transfer payments.**

Early Learning service provisions supporting this LEA will be provided by Pacheedaht Nation staff located at Port Renfrew Elementary School.

Sooke School District will provide 2 rooms for use by Pacheedaht Early Learning Centre (ECE) and Pacheedaht Nation Community School (grades K4/K5).

Pacheedaht Early Learning Centre will operate 4 days per week. It will provide age appropriate care and learning opportunities for infants and toddlers (aged 0-36 months) and children aged 3-4 years who are registered by parents or legal guardians resident on Gordon River IR #2 or in the town of Port Renfrew.

A Ministry funded *Strong Start* program will provide weekly, age-appropriate learning opportunities for infants, toddlers and children (aged 0-5 years) in accordance with the provisions of that program.

Pacheedaht Nation Community School will operate 4 days per week. It will provide age-appropriate learning opportunities for children aged 4 years+ who are registered by parents or legal guardians resident on Gordon River IR #2 or in the town of Port Renfrew.

Pacheedaht Nation will provide emotion regulation sessions for children registered in the above programs, and will provide parenting skills sessions for any parent or guardians requesting such services.

Pacheedaht Nation will seek out additional support services through external agencies (e.g. Psych. Ed. evaluations, speech & language pathology assessments and therapy, etc.) as needed to support the physical, social, emotional and spiritual well-being of children registered in the above programs.

Pacheedaht Nation staff and School District staff will liaise on all matters relating to the transition of children in the above programs to School District programs. Parents or legal guardians will be included in all discussions relating to their children. Where education or health professionals or other specialist service providers are consulted, prior written Informed Consent will be obtained from parents or legal guardians.

Sooke School District will provide janitorial services for the 2 rooms used by Pacheedaht Early Learning Centre (ECE) and Pacheedaht Nation Community School.

Pacheedaht Nation will provide nutritionally balanced age-appropriate snacks and lunches for the above programs.

APPENDIX F

CODE OF CONDUCT: Westshore Learning Centre

CODE OF CONDUCT: Edward Milne Community School
<http://emcs.web.sd62.bc.ca/about/code-of-conduct/>

CODE OF CONDUCT: Journey Middle School
<http://journey.web.sd62.bc.ca/students/code-of-conduct/>

CODE OF CONDUCT: John Muir Elementary School
<http://johnmuir.web.sd62.bc.ca/students/code-of-conduct/>

CODE OF CONDUCT: Port Renfrew Elementary School

Pacheedaht Nation will provide staff to facilitate special functions or events at Port Renfrew Elementary School outside of regular school hours. These events may include, but not be limited to: concerts, calendar special events (Halloween, Christmas, Easter etc.), *Parents Club* or *Community Club* events, end-of-year celebrations, and graduation celebrations.

Sooke School District will provide the Port Renfrew Elementary School gymnasium and gymnasium kitchen for use for the above purposes and provide janitorial services for the gymnasium and gymnasium kitchen.

FOOD SERVICES

Pacheedaht Nation will provide a cook to prepare and serve daily lunch, mid-morning and mid-afternoon snacks for children and staff (Monday-Thursday).

Pacheedaht Nation will provide a cook or engage a catering service to prepare and serve food at special school functions or events.

Pacheedaht Nation will provide groceries as needed for school lunches and snacks, After School Play Program, and other special school functions or events.

Sooke School District will contribute \$600.00 per month toward the cost of groceries for the months September 2019 to June 2020 inclusive.

Pacheedaht Nation and Port Renfrew Elementary staff will monitor kitchen equipment and replace as necessary. Where a large expenditure is required (e.g. purchase of a major appliance) an agreement will be sought for equitable contributions from Pacheedaht Nation and Sooke School District.

OTHER PROVISIONS

Pacheedaht Nation and Port Renfrew Elementary staff will monitor playground for drainage issues and monitor playground base and fencing for movement and stability.

Pacheedaht Nation will maintain and enhance playground area designated for use by Pacheedaht Early Learning program, Child Care program and preschool age children.

Pacheedaht Nation and Port Renfrew Elementary staff will monitor parking lot for drainage, movement and stability.

Pacheedaht Nation and Port Renfrew Elementary staff will monitor school premises for any other issue (e.g. overhanging trees that may impact access, faulty equipment that may impact safety, etc.) and will report to and collaborate with the School District in seeking solutions.

APPENDIX H

AGREED PROVISION OF SERVICES AT PORT RENFREW ELEMENTARY SCHOOL

This list of items and services refers to the 2019-'20 school year. It will be reviewed and updated annually. Items and services listed are not included in LEA fees or transfer payments.

TEACHER ALLOCATIONS & TRANSITIONS

Pacheedaht Nation will contribute funding obtained from *Jordan's Principle* to support provision of appropriate student : teacher ratios.

Sooke School District will provide opportunities for Student exchanges with John Muir Elementary School.

Sooke School District will provide opportunities for visits by Grade 5 Students to Journey Middle School.

CULTURAL RESOURCES

Pacheedaht Nation will provide a weekly visit by a Nuu-Chah-Nulth Elder.

Pacheedaht Nation will provide daily access to a Culture Teacher.

Pacheedaht Nation will provide access, on request, to a Play Therapy practitioner for any Student.

Pacheedaht Nation will facilitate monthly, with support from Victoria Native Friendship Centre or similar organization, either a Parents Club or a Community Club event to promote culturally safe parenting practices.

Pacheedaht Nation will provide Ditidaht language and Nuu-Chah-Nulth cultural resources (books, posters, puppets, craft materials, and other natural materials).

TECHNOLOGY

Pacheedaht Nation will provide a *Smart Board* to support learning opportunities for Grades K-5.

Pacheedaht Nation will provide, with support from FNEESC, desktop computers, monitors and laptop computers to support learning opportunities for Grades K-5.

AFTER SCHOOL CHILD CARE, YOUTH PROGRAM & SPECIAL FUNCTIONS

Pacheedaht Nation will provide a Port Renfrew Elementary *After School Play & Child Care Program* (Monday – Thursday) for children Grades 1-5.

Pacheedaht Nation will provide a *Port Renfrew Youth Program* bi-weekly for children aged 9-18 years.