

Local Education Agreement

This Agreement made and entered into this 31st day of August, 2022

BETWEEN:

THE K'ÓMOKS NATION
(hereinafter called K'ómoks)

AND:

The BOARD OF EDUCATION SCHOOL DISTRICT NO. 71 (COMOX VALLEY)
(hereinafter called the "Board")
(collectively called the "Parties")

WHEREAS:

- A. On July 1, 2018, the Province of British Columbia, the Government of Canada and the First Nations Education Steering Committee entered into the BC Tripartite Education Agreement committing to work together to support successful educational outcomes of all First Nation Students, regardless of where they live or are enrolled in school in British Columbia, through the provision of high quality and culturally relevant elementary and secondary educational programs and services, and supported by funding that is responsive to unique needs of First Nation Students, First Nation Schools and communities;
- B. Local Education Agreements are an integral part of the delivery of education services to First Nation students attending BC Schools, and are an important mechanism for building relationships between First Nation communities and boards of education and schools to support improved First Nation student outcomes;
- C. Local Education Agreements contribute to the implementation of the United Nations Declaration on the Rights of Indigenous People and the Truth and Reconciliation Commission Calls to Action for reconciliation];
- 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. 1-5, or the council of an Indian band established by another Act of the government of Canada, with respect to the education of First Nations Students;
- E. K'ómoks, pursuant to its inherent jurisdiction over the education of its children, has the authority and responsibility for the education of K'ómoks Students 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;
- F. Principals, teachers and other staff in BC Public Schools have a critical role to play in

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the provision of quality education programs and services for K'ómoks Students and in the implementation and effectiveness of the LEAs they enter into; and,

- G. The Parties wish to enter into this Agreement to set out the terms and conditions regarding the purchase of education services by K'ómoks from the Board for K'ómoks Students.

THEREFORE the Parties agree as follows:

1. PURPOSE

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

- a. confirm the mutual commitment of the Parties, to build a positive, effective, collaborative and constructive relationship with each other and with schools in order to achieve high levels of success for of K'ómoks Students in education, graduation and transition to post- secondary education and training or employment;
- b. identify and work to address and resolve any barriers to the Parties achieving the educational objectives set out herein;
- c. set out the roles and responsibilities of the Parties and School(s) to meet the purposes and objectives of this Agreement, consistent with the BCTEA;
- d. serve as a core integrated accountability mechanism for both K'ómoks and the Board regarding the education of K'ómoks Students in the District.

2. GUIDING PRINCIPLES

The Parties will be guided by the following principles:

- a. The education of K'ómoks Students is the shared responsibility of the student, parents or guardians, family, K'ómoks, school and the Board
- b. Regular, open and on-going communication and dialogue between the Parties, K'ómoks Students, parents and the schools is essential to the fostering of a positive relationship between the parties and for the success of K'ómoks Students
- c. Effective policies, regulations, practices, district and school growth plans, curriculum, instruction and the terms and commitments of this LEA are all necessary components required to:
 - i. Put in place practices which will ensure K'ómoks Student success;
 - ii. promote a common understanding of K'ómoks cultural values and traditions by school and Board staff
- d. This LEA shall be interpreted in a manner consistent with the UN Declaration on the Rights of Indigenous Peoples, the Truth and Reconciliation Commission's

3. K'ÓMOKS CENTRAL ROLE IN K'ÓMOKS EDUCATION

- a. K'ómoks will be meaningfully involved in development and implementation of education programs and resources offered to K'ómoks Students
- b. K'ómoks may establish and control its educational systems and institutions in a manner appropriate to K'ómoks cultural methods of teaching and learning
- c. Effective representation by K'ómoks on the Indigenous Education Council is essential in order to expand K'omok's role in meeting the needs of K'ómoks Students
- d. K'ómoks families and communities may participate in and oversee the upbringing, training, education and well-being of their children, consistent with the rights of K'ómoks children

4. K'ÓMOKS STUDENTS ACCESS TO QUALITY EDUCATION

- a. The Board and its schools will provide K'ómoks Students an education that recognizes, respects and promotes the cultural plurality of K'ómoks identity as expressed through both Kwakwaka'wakw and Salish cultural practices, traditions and languages. (Kwak'wala & Ayajuthem)
- b. The Parties recognize that
 - i. positive experiences for children in early learning, preschool and Kindergarten are a strong foundation for overall success in school
 - ii. Quality education includes standards, programs, services, supports and investments that provide families and students with the appropriate tools and resources aimed at achieving successful educational outcomes, while addressing their unique needs
- c. The Parties agree that K'ómoks Students, at all levels of education, may access educational opportunities that:
 - i. ensure that they are confident in their self-identity, families, communities, traditional values, languages and cultures;
 - ii. give them the skills they need to thrive in contemporary society, including 21st century technological skills; and,
 - iii. prepare them to access and pursue any opportunities they choose for higher learning, employment, and life choices
- d. The Parties agree that

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- i. academic, social, cultural, emotional health and physical wellbeing of K'ómoks Students are key priorities of the Parties
- ii. K'ómoks Students have a right to feel safe at school, including safety from racism (students and staff), indifference, bias, marginalization, bullying and stereotyping

5. RECONCILIATION & COLLABORATION IN FIRST NATION EDUCATION

- a. The Parties acknowledge and agree
 - i. to carry out the recommendations of the British Columbia Auditor in its "Audit of the Education of Aboriginal Students in the B.C. Public School System"
 - ii. that the gap in educational outcomes between K'ómoks Students and non-K'ómoks Students is the result of a persisting legacy of colonialism; concerted efforts
 - iii. to take proactive measures to eliminate this gap and contribute to reconciliation in education
 - iv. that recognition and appreciation of K'ómoks' unique culture and traditions, enabling cross-cultural bridging between K'ómoks students and non-K'ómoks students, community, the schools, and the Board is essential in creating an environment of acceptance, safety, understanding and respect of all cultures and beliefs but in particular the K'ómoks culture
- b. The Parties have a shared interest and priority in supporting excellence in the education of K'ómoks Students, including supporting K'ómoks Students to fulfil their educational potential by having access to and receiving quality education that is respectful and reflective of their unique culture and history
- c. Strong, effective, and inclusive educational systems provide a fundamental opportunity for building relationships and advancing reconciliation between the Crown and First Nations, as expressed in the TRC's Calls to Action and the UN Declaration
- d. LEAs are an important mechanism to facilitate relationship-building, from negotiation through to ongoing implementation, while continuously reviewing and adjusting processes and policies to celebrate successes and address areas for improvement in meeting objectives

6. PARENTAL CHOICE

- a. The Parties agree that K'ómoks parents *have* the right to decide where their children will be enrolled to receive the benefit of an education program

7. ACCOUNTIBIUTY AND DATA-SHARING

- a. This LEA is intended to provide accountability for both K'ómoks and the Board regarding education of K'ómoks Students in the schools

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- b. The Parties will share relevant and complete data in a timely manner in order to inform decision-making respecting K'omoks students so that K'omoks Students may reach their full educational potential

8. LOCAL EDUCATION AGREEMENT GOAL

The Board and K'omoks agree to build and maintain a collaborative, respectful partnership to support the provision of culturally relevant, safe, and caring learning environments in order to enhance K'omoks Students' learning, overall success, personal identity, and cultural identity

9. K'OMOKS NATION / BOARD GOALS

The Parties' goals are to:

- i. Provide K'omoks Students with an education that recognizes, respects and promotes the cultural plurality of K'omoks identity as expressed through both Kwakwaka'wakw and Salish cultural practices, traditions and languages. (Kwak'wala & Ayajuthem)
- ii. Achieve high levels of K'omoks Student success.
- iii. provide culturally relevant, safe, and caring learning environments

Consistent with the purposes, principles and objectives of this LEA, the Parties will collaborate and cooperate to ensure that all K'omoks Students are supported to achieve these goals.

10. EVIDENCE OF SUCCESS

Objectives and Measures

The Board will ensure that the following data will be collected and reported out by the Comox Valley schools in their School Learning Plans and by the School District through the Framework for Enhancing Student Learning

- a. **Objective:** The Boars and K'omoks will maintain strong and positive relationships in order to achieve high levels of K'omoks Student success, with annual improvements/targets that maintain high expectations (90-100%) for students using the indicators below:
 - 6 Year Completion Rates (by gender)
 - 5 Year Completion Rates (by gender)
 - Post-Secondary Acceptance or Employment
 - Grade to Grade Transition Rates
 - Course Completion for Graduation and Post-Secondary Readiness
 - Numeracy Achievement. Indicators may include but are not limited to:
 - o The Board Early Learning Assessments

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- o FSA Numeracy Gr 4 and 7
 - o Numeracy 10 Assessment
 - Literacy Achievement Indicators may include but are not limited to:
 - o Early Learning Assessments
 - o FSA Literacy Reading Gr 4 and 7
 - o FSA Literacy Writing Gr 4 and 7
 - o Literacy 10 Assessment
 - o Literacy 12 Assessment
- b. **Objective:** The Board and K'ómoks will maintain strong and positive relationships in order to maintain Safe, Caring, and Welcoming Learning Environments for K'ómoks Community, Families, and Students

Indicators may include and are not limited to:

- The Board Reporting Measures
 - o Inclusion of Results re LEA Goals in Annual SD71 FESL Report
- Safe and Reliable Transportation
 - o Tripartite Transportation Agreement (completed annually)
 - o Tripartite Transportation Agreement (100% responsibilities met)
- Student Attendance
- Presence of K'ómoks Representatives at Schools
- Use of ISW representatives (in-class room placements)
 - o Graduation Program Course Offerings for K'ómoks Culture, History, and Language
 - EFP 10, 11, 12
 - BCFNS 12
 - K'ómoks language Beginner
 - K'ómoks language course Grade 11
 - o K to 9 Teacher Survey: Inclusion of K'ómoks Culture, History, and Language
- K'ómoks Parent Satisfaction
 - o K'ómoks Parent Satisfaction Survey (90% Agree or Strongly Agree)

11. ACTION PLAN

Staffing Plan

The Board will hire

- an Indigenous Success Advisor (advocate) to support all K'ómoks students to achieve their best paid through Board Operational funding
- Indigenous Support Workers (ISW) for every school with a K'ómoks student, paid through targeted funding

The Board will create an Indigenous Support Team to support K'ómoks Students, comprised of the school principal, vice principal, counsellor, learning services teacher, Success Advisor, and ISW

12. K'ÓMOKS CULTURE AND LANGUAGE

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- a. K'ómoks culture will be represented aesthetically in schools
- b. K'ómoks language will be included in signage and communications of schools and the Board
- c. Schools will embed K'ómoks protocols into daily practices
- ct. Schools will recognize that they work and learn on the unceded territory of the K'ómoks Nation and, as such, will promote K'ómoks languages, (Kwak'wala & Ayajuthem), culture and history in school activities and events
- e. The Board recognizes that its schools operate within traditional K'ómoks territory and, therefore, K'ómoks languages, (Kwak'wala & Ayajuthem), culture, and history will take precedence over other Indigenous languages, cultures, and history in school activities and events

13. APPROACHES TO SCHOOL CONFIGURATION AND STUDENT PLACEMENT

- a. Comox Valley schools will organize for prosocial learning environments in keeping with trauma informed school practices

14. CURRICULUM, INSTRUCTION, AND ASSESSMENT

The Board will ensure that curriculum, instruction and assessment in District Schools will:

- a. Enhance place based, experiential learning experiences
- b. Expand K'ómoks Language programming as resources become available
- c. Use personalized learning approaches to ensure that each student has their individualized literacy and numeracy skill tasks each day
- d. Develop and encourage the use of educational resource materials that promote an understanding of and appreciation for the history, language and culture of First Nations people in British Columbia, and in particular the K'ómoks Nation, including required curriculum on the residential school experience
- e. Promote the offering of and enrollment in Indigenous language courses aligned with the Minister's mandate to develop new First Nations history curriculum, develop full-course offerings in Indigenous languages and implement the educational Calls to Action from the TRC, which includes taking the necessary steps for program development, teacher training, professional development, and appropriate consultation with Indigenous communities and Indigenous language learning educators and experts
- f. Ensure Schools support and encourage K'ómoks Students to participate and succeed in math and science classes and extracurricular and sports activities

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- g. Ensure that curriculum, materials, and resources developed or implemented meaningfully reflect K'ómoks culture, history, values, language, and traditions, as approved and determined by K'ómoks Nation
- h. The Board will ensure that each K'ómoks Student is in a program, and provided with the appropriate support, suitable to achieving their highest potential
- i. The Board will ensure each K'ómoks Students' progress is monitored closely and that specific and descriptive feedback is provided to students and reported to parents

15. GRADUATION PROGRAM SUPPORTS

- a. The Board will ensure the intentional or unintentional "streaming" or marginalization of K'ómoks Students is not tolerated and that each and every K'ómoks Student is placed in an educational program that leads to graduation with the appropriate Diploma and a full range of opportunities, including post-secondary education and career options
- b. The Board will ensure K'ómoks Students on a legitimately modified program will be supported through the most advantageous School Leaving Plan possible for their future success
- c. The Board will ensure Students who have an Adapted Program may still graduate from high school with a BC Dogwood Certificate
- d. The parties will encourage and support each and every K'ómoks Student to pursue the graduation credentials toward a Dogwood Diploma
- e. The Board will ensure there is appropriate and timely (i.e. early) counselling support for career and post-secondary education planning available to K'ómoks Students
- f. The Board will provide opportunities for K'ómoks Students to develop post-secondary and career transition plans, including field trips, orientation sessions and program options
- g. The parties agree to collaboratively provide qualified personnel for Work Experience and Apprenticeship programs
- h. If a K'ómoks Student has been put on a non-Diploma Evergreen Certificate path, the Board will ensure that the K'ómoks Student's program is documented in an IEP; wherever possible, aligns as closely as possible with a graduation diploma program and supports learning outcomes that match, as closely as possible, the learning outcomes of the applicable course, even when modified
- i. The Board will ensure that, when requested, the parent and K'ómoks Student will have every opportunity to meet with school staff about their IEP and the educational program within a reasonable timeframe, and no later than ten school days after the request has been made to school personnel

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- j. The Board will ensure that K'ómoks Student progress reports on their educational achievement in a special education program or on an Evergreen Certificate path are provided to the parent and First Nation support staff as designated by the K'ómoks Student's parent, according to the same student progress reporting schedule as followed by the school and, in any event, not less than at the end of each term during the placement
- k. The Board will ensure that Parents are advised:
 - i. of their right to request a change to the placement of a K'ómoks Student in a special education program or on an Evergreen Certificate path;
 - ii. that if the Parent wishes to request a change in a placement decision, they may file such a request in accordance with applicable Board bylaws, policies and/or procedures; and,
 - iii. where the parent files a request, the parent may request, and receive, support in the process from the K'ómoks Indigenous Success Advisor (Advocate).

16. PARENTS AS PARTNERS

- a. The Board will facilitate and maximize parental involvement in the education of K'ómoks Students and address intergenerational impacts on families and K'ómoks children caused by Canada's history of racism and colonization
- b. The Board will promote and encourage effective parental involvement in the educational success of K'ómoks children
- c. The parties recognize the need for effective and ongoing communication with parents in the support of their child's successful education experience, and the parties will advise parents of opportunities for input and involvement in their child's education, such as course selection dates, reporting periods, parent-teacher interviews, application deadlines and procedures for post-secondary education, etc.
- d. The parties will encourage functions and meetings, such as parent-teacher interviews, to be held in the schools and in the K'ómoks community
- e. The Parties will promote the development of a common language between educators and parents regarding student learning that is strength-based and eliminates deficit-model thinking about academic and social-emotional learning
- f. The Board will ensure that K'ómoks Students' progress is monitored and reported to parents
- g. The Board will ensure Parents of K'ómoks Students will be included in meetings concerning their children and may request a representative of their choice (which may be a K'ómoks representative) to be included in these meetings e.g.: ISW, K'ómoks Success Advisor, Elder, Relative, K'ómoks

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Education Coordinator or K'omoks Councillor

- h. The Board will ensure schools provide clear information to K'omoks parents regarding their child's educational programs (e.g. course selection process, reporting periods, report cards, etc.)
- i. The Board will work with K'omoks and parents of K'omoks Students to ensure appropriate and transparent ongoing informal assessments of K'omoks Students to identify those who may require more formal special education assessment
- j. The Board will ensure that IEPs for K'omoks Students will be concise, usable documents developed with input from students, parents/guardians, school personnel, the Indigenous Success Advisor and other service providers
- k. A parent may request a representative from K'omoks be included in meetings regarding programming and supports, including special needs supports for the student
- l. The Board and K'omoks will work together to ensure K'omoks Students and their parents are provided with information about the implications of a Dogwood Diploma, as compared with the Adult Dogwood Diploma and Evergreen school leaving certificates, to support informed decision-making by those K'omoks Students and parents
- m. The Board will ensure that K'omoks parents and guardians receive parent permission forms and Parental/Guardian Release of Information at the beginning of the school year which includes a parental information release option which enables the sharing of student information with K'omoks for the purposes of providing student supports from K'omoks Students
- n. The Board will ensure that any forms received which provide a parental consent for release to share information with K'omoks are provided shortly following registration of their child in any school
- o. The Board will report to the K'omoks Education Coordinator and the Indigenous Success Advisor concerns regarding each K'omoks Student, if the parent/guardian has provided consent for release of that information
- p. The Board will report to the K'omoks Education Coordinator any concerns regarding progress, behavior, or attendance of each K'omoks Student, provided parental consent for release of the information has been obtained
- q. The Parties will promote the active participation and involvement of K'omoks parents and other members of K'omoks in the curricular and extra-curricular education of K'omoks Students
- r. The Board will ensure that, upon a written request to the school principal, parents will be provided an opportunity to examine, in the presence of the principal (or designate) student records contained in the students record file at the school. This will also include notice and reports of all formal meetings initiated by the school concerning their child/children. The section entitled

"Accessing Student Records" in the Special Education Resource Manual (2009) is a guide for this process

17. STUDENT SUPPORT SYSTEMS

- a. The Board will ensure the school's learning services team will work with the Indigenous Support Team to identify vulnerable students and, where identification of a K'omoks Student as being vulnerable is supported by evidence of a demonstrated need, to create an Individual Education Plan (IEP) or Student Learning Plan with parental consent and involvement, and that it is regularly reviewed, for that K'omoks Student
- b. The Board will ensure schools work with parents of K'omoks Students to ensure appropriate and transparent ongoing informal assessments of K'omoks Students to identify those who may require more formal inclusive education assessment
- c. In the event that the parent declines to be involved in the IEP or student learning plan process and does not choose to appoint a delegate, the Board will ensure that the school works with the K'omoks Indigenous Success Advisor and/or school ISW to make every effort to ensure that the K'omoks Student's needs are fully met
- d. The Board will follow the Ministry of Education Special Education Policy found at https://www2.gov.bc.ca/assets/gov/education/administration/kindergarten-to-grade-12/inclusive/special_ed_policy_manual.pdf

18. STUDENT BEHAVIOR SUPPORT

- a. The Board and K'omoks will support and encourage positive, responsible and respectful behaviour
- b. Expectations for behaviour of K'omoks Students will be in accordance with the School Act and Regulations, and the District Code of Conduct, as approved by The Board
- c. Suspension procedures will be followed, including the use of restorative measures and practices
- d. Where parental consent is obtained, school principals, staff, parents, and K'omoks will work together when addressing student behaviour issues involving K'omoks Students
- e. Where student behaviors occur that may be a result of or related to the student experiencing or witnessing racism or behaviours related to the student's Indigenous history and upbringing, the Board and schools will give those behaviours special attention in order to address them
- f. The Board will work together with K'omoks Parents when addressing behaviour issues involving K'omoks Students

19. ATTENDANCE AND TRANSITION SUPPORT

- a. The Board will make every effort to develop and implement strategies to keep K'omoks Students in school and maintain attendance and engagement in learning
- b. The Board and schools will build support plans to assist students through the grade-to-grade transitions and the transition from elementary to secondary school and work to eliminate the occurrence of students leaving school early
- c. In the case of a student leaving school before graduation the Board will work with K'omoks to collaborate on a plan that best meets the educational needs for that K'omoks Student
- d. The Board will ensure a school plan will be made to support K'omoks Students not attending and leaving school before successful graduation

20. ACCESS TO SCHOOL AND PROGRAMS

- a. The Board and K'omoks will jointly create and share two Nominal Roll student counts (September 30 & February 28) with the Ministry of Education each year
- b. The Board and K'omoks will annually identify K'omoks Students' transportation needs and jointly develop a transportation plan in order to complete the Tripartite Transportation Plan for safe and reliable student access to schools and programs
- c. The Board and K'omoks will jointly access the Tripartite First Nations' Transportation Fund annually
- d. The Board will share with K'omoks the annual report and audited financial statements to the Ministry of Education on the spending of all First Nation Student Transportation Funding received and the amount of funding spent
- e. The Board agrees that, once transportation services are implemented pursuant to an approved Joint K'omoks Student Transportation Plan with K'omoks, the Board will consult K'omoks on any necessary changes to the plan
- f. As per Schedule G of BCTEA, in the event that the parties determine they need to revise their Joint K'omoks Student Transportation Plan, and that the revisions require further funding, the Parties will jointly submit a revised plan to Tripartite First Nations Student Transportation Committee
- g. Where the parties make amendments to their Joint K'omoks Student Transportation Plan, or agree to changes in transportation services, the Board will ensure that parents receive notice within a reasonable time in order to respond to any such changes
- h. The Board will ensure that K'omoks Students will not be penalized and will be supported in the event of absences or late arrivals due to transportation

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challenges

21. DUTY TO REPORT ORDER

- a. K'ómoks recognizes that the Board has a Duty to Report suspected child abuse and/or neglect in accordance with the Ministry of Education Guidelines as cited in Duty to Report https://www2.gov.bc.ca/assets/gov/public-safety-and-emergency-services/public-safety/protecting-children/t15-0191_dutyto-report_pamphlet11x85in2folds.pdf

22. CHILDREN IN CARE

- a. The Board will ensure appropriate learning plans and supports are identified and provided for Children in Care
- b. The Board will ensure staff are designated to be responsible for maintaining appropriate communications with K'ómoks regarding Children in Care who are K'ómoks Students
- c. The Parties will make best efforts to work with supporting agencies to ensure appropriate supports are implemented to assist K'ómoks Students who are Children in Care

23. PROFESSIONAL LEARNING PLAN

- a. The Board will promote and support effective professional learning for its staff focused on local First Nations complete history (including pre-colonialism and the effects of colonialism on today's generations), language, and culture
- b. The Board will provide professional development for staff to learn contemporary tools, principles, and goals for reconciliation
- c. The Board will provide professional development on K'ómoks cultural awareness training as it becomes available
- d. The Board will encourage and support K'ómoks parents and community groups to participate in cultural awareness activities
 - i. The Board will use K'ómoks resource personnel identified by K'ómoks to assist teachers when appropriate to enhance learning as they become available
 - ii. The Board will meaningfully involve K'ómoks in the planning for and direction of targeted funding for educational programs derived from K'ómoks Students as they pertain to each School and provide recommendations to the Indigenous Education Council and the Equity Scan Committee as developed

24. IMPLEMENTATION, MONITORING, AND REVIEW

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- a. The Parties hereby establish a joint LEA Oversight Team responsible for overseeing the implementation of this Agreement
- b. The Parties agree to jointly develop terms of reference for the LEA Oversight Team which will become a Schedule to this Agreement, and which will include:
 - i. the membership of the LEA Oversight Team;
 - ii. the roles and responsibilities of the LEA Oversight Team (e.g. managing the implementation of this Agreement, including delegating tasks as appropriate);
 - iii. a requirement that the LEA Oversight 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;
 - iv. the relationship of the LEA Oversight Team with the Indigenous Education Council; and,
 - v. other matters as agreed by the Parties.
- c. Subject to the Freedom of Information and Protection of Privacy Act, the parties will review K'omoks Student data in this agreement

25. DISPUTE RESOLUTION

- a. K'omoks and the Board will attempt to resolve any dispute between K'omoks and the Board arising under this Agreement in good faith
- b. Where a matter is not resolved within 30 days, the Board and K'omoks agree to establish a Dispute Resolution Committee consisting of three members.
- c. The purpose of the Dispute Resolution Committee will be to resolve as expeditiously as possible any dispute arising under this Agreement so as not to impair progress in the implementation of this Agreement for the benefit of students
- d. K'omoks and the Board will each appoint one member of the Dispute Resolution Committee,
- e. Not later than five days after they have been appointed, the two appointed members will jointly appoint a third member, who will be the Chair of the Dispute Resolution Committee
- f. When a dispute is under consideration by the Dispute Resolution Committee, the parties will proceed to carry out their respective obligations under this Agreement until the dispute is resolved.
- g. The dispute will be resolved as expeditiously as possible, for the benefit of students.

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- h. No formal rules of evidence will apply to proceedings of the Dispute Resolution Committee, but established legal procedure and evidentiary rules may be used as a guide to conduct the proceedings.
- i. Proceedings of the Dispute Resolution Committee will not be open to the public
- j. The Dispute Resolution Committee will render a written decision to the Board and K'omoks within 10 school calendar days after the conclusion of its proceedings
- k. The Dispute Resolution Committee will decide the extent, if any, to which each of the parties will bear the reasonable costs of resolving any particular dispute

26. TUITION PAYMENT PLAN

- a. K'omoks will pay to the Board tuition fees in accordance with the School Act and the B.C. Ministry of Education, as established by the Block Rate and this Agreement, in exchange for the Board meeting its obligations in this LEA
- b. K'omoks and the Board agree that K'omoks is responsible only for resources received from the federal government for the tuition of K'omoks Students according to the approved Block Rate and approved Nominal Roll
- c. For billing purposes, enrolment in the District as of September 30 of a school year will reflect the current Ministry of Education and Indigenous Services Canada (ISC) policy (Nominal Roll)
- d. Enrolment figures for the Nominal Roll(s) will be certified and approved by the District Principal of Indigenous Education and certified and approved by K'omoks in October and in January, whichever is sooner and on receipt of the ISC approved Nominal Roll
- e. The Tuition Fees payable for each school year will be paid by K'omoks to the Board according to the following schedule and based upon the September 30th Nominal Roll figures:
 - i. 70% of the current Nominal Roll or based on the previous year's eligible Tuition Fees and Nominal Roll on or before December 15
 - ii. 30% based on the current year's eligible Tuition Fees and Nominal Roll on or before March 31
 - iii. Year-end reconciliation to current year's Nominal Roll on or before June 30th
 - iv. The Secretary-Treasurer will meet with K'omoks to review Tuition Fees and Invoices as required
 - v. It is acknowledged there may be a small arrears portion in the funding

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paid to the District due to rate increases and funding schedule that K'ómoks receives from ISC. The Band funding is based on prior year Nominal Enrolment and funding rate

- f. The Board will attach a copy of the approved Nominal Roll and a year to date, detailed financial schedule for the LEA with each invoice for tuition
- g. In the case of "early school leavers" and any K'ómoks Student transferring out of the District, tuition fees, as calculated on a percentage of school year not attended, will remain with K'ómoks to provide the student with educational opportunities and will be reconciled at March 31 and June 30
- h. In the event of a school closure, due to a labour dispute, the tuition fee will be adjusted to take into consideration the number of days of school closure and adjustments in funding made by funding sources to K'ómoks and to the Board. the Board will reimburse to K'ómoks the equivalent of per student and special education tuition and will retain the remainder of funding to support costs ongoing during the action. It is the intention of the parties that any benefit will support students during the school closure. Neither K'ómoks nor the Board should benefit or lose financially as a result of a school closure
- i. In the case of a job action which does not result in a school closure, K'ómoks will work with the District and Schools in a timely manner to develop, where possible, a work plan to undertake activities to support students who have signed a permission form, particularly vulnerable and graduating students
- j. The Board and K'ómoks agree to collaborate on joint grant applications to benefit students with their academic, social, linguistic, cultural, emotional, health and well-being
- k. The Board and K'ómoks acknowledge that some obligations under this Agreement are dependent upon monies and resources being made available by entities other than the Board and K'ómoks. If such monies and resources are not made available, the Board and/or K'ómoks will not be obligated to carry out the terms of this agreement that require such monies and resources
- l. The LEA Oversight Team will receive the financial statements 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, a complete financial report on the Targeted Aboriginal Education Funding, Additional Funding, and Special Education & ELL Funding, which includes the number of staff employed using Targeted Aboriginal Education Funding, Additional Funding, Special Education, and ELL Funding who are designated to work with K'ómoks Student
- m. K'ómoks and the Board retain the right to revisit the tuition payment plan and make adjustments where deemed necessary by both parties

27. DEFAULT

- a. If there is a default under the terms of this Agreement, the party not in default

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may, if the default has not been cured or commenced to be cured 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 10. This time frame may be extended by mutual agreement

- b. A financial payment not made by K'ómoks within 90 days of the due date will be considered a default and may result in the termination of this Agreement at the option of the Board. Every attempt will be made to resolve a default with K'ómoks
- c. The Board may contact other agencies to help determine a resolution. The Board will provide 90 days advance written notice to K'ómoks Nation of such termination
- d. Where there may be a disagreement over tuition owed, the owing party will pay the amount there is agreement on. If the remaining portion of the tuition cannot be agreed upon, it will be referred to Section 25 (Dispute Resolution)
- e. The Board and K'ómoks acknowledge that some obligations under this Agreement are dependent upon monies and resources being made available by entities other than the Board and K'ómoks. If such monies and resources are not made available, the Board and/or K'ómoks will not be obligated to carry out the terms of this agreement that require such monies and resources and the non-payment will not be considered a default

28. ACCESS TO ADDITIONAL RESOURCES AND SERVICES

- a. The parties, in cooperation with staff, will make available their resources and services to each other for the advancement of education. Such requests will be provided at cost, if any, and this will be negotiated between K'ómoks and the Board
- b. The parties agree that they will work to provide resources and personnel to share ideas, put on workshops, undertake professional development, circulate information and work with teachers, students, and parents
- c. The Board will encourage the Comox Valley District Teachers' Association to extend an invitation to K'ómoks to participate in training sessions and professional development
- d. K'ómoks will offer the Board educationally relevant activities which may be of interest to students, teachers, and administrators, and include an invitation requesting their participation

29. AGREEMENT REVIEW

- a. This Agreement shall be reviewed annually by both parties using a review matrix based on the Goals and Objectives set out in the communications section of this agreement in comparison to the success indicators mutually agreed upon by both parties. The review matrix will be developed at a Quarterly Meeting and will be appended to this Agreement

30. TERMS & AMENDMENT

- a. This Agreement between K'ómoks and the Board will be for a five-year term from June 30, 2022, to June 30, 2027
- b. This Agreement will remain in effect unless notice is given at least 90 days prior to June 30, 2027, or any successive anniversary. Both parties agree to meet to review and amend this Agreement as necessary within 90 days of each anniversary. Unless notice has been given to terminate or amend the Agreement, the parties agree that the terms and conditions provided for in this Agreement will continue to apply for the next term
- c. Both parties may amend this Agreement by agreement at any time. The party initiating an amendment will provide notice to the other party and a meeting schedule will be developed. If agreement is reached, the amendment will be added to this agreement and take effect when added

31. NOTICES

- a. Any notice, claim, consent, waiver, statement, or other documents or payment that either party may require or may desire to *give*, may be transmitted, preferably by email, and if necessary by mail, 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 or, if faxed with accompanying confirmation of completed transmission:

If to K'ómoks:

K'ómoks Nation
cc: Manager of Finance
3330 Comox Rd.
Courtenay, BC V9N 3P8

If to The Board:

Secretary-Treasurer
School District 71
607 Cumberland Road
Courtenay, BC
V9N 7G5

32. REFERENCES

- a. Every reference to K'ómoks will include the Chiefs and Council or any person designated by the K'ómoks Nation to act for or on its behalf with respect to any provision of this Agreement

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- a. Every reference to the Board will include Board of Education of School District No 71, School District No 71, or any person designated by the Board to act for or on its behalf with respect to any provision of this Agreement

33.GENERAL

- b. This Agreement will be governed by, and construed in accordance with, the laws in force in the Province of British Columbia
- c. This Agreement will be to the benefit of, and binding upon, the Parties hereto and their respective successors and assigns
- d. This Agreement supersedes any and all previous local education agreements between the Parties
- e. The Parties acknowledge that:
 - i. 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 or denies the existence of, or in any way limits Aboriginal title and rights of K'ómoks; and
 - ii. this Agreement is without prejudice to the rights of the Parties and K'ómoks with respect to such matters

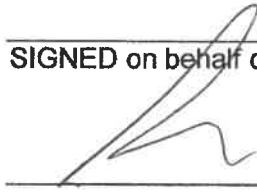
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iii.

- f. This Agreement will have effect and be binding upon the parties hereto and their respective successors and assigns

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

SIGNED on behalf of K'OMOKS by its duly authorized Officers



Elected Chief Councilor

in the presence of:



Witness

SIGNED on behalf of the BOARD OF EDUCATION, School District No 71



Secretary Treasurer, School District No. 71



Chairperson - Board of Trustees



Witness

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Schedule "A" Communications Protocol

It is recognized that there needs to be ongoing communication between the K'ómoks Nation and the Board where communication is a process of sharing and trust

The Board and the K'ómoks Nation agree:

1. That communication between K'ómoks Chief and Council and the Board will be directly between Council member(s) and Board chairperson or executed between Superintendent of Schools and designate appointed by K'ómoks Council
2. That the contact person for the purposes of ongoing deployment of the LEA obligations will be the District Principal, Indigenous Education or designate appointed by the Superintendent of Schools and the Associate Director of Education, or designate, of the K'ómoks Nation
3. To meet on a regular basis during the school year for the purpose of ensuring ongoing communications. Significant decisions made with respect to the overall provisions of education to Indigenous students shall be discussed at on-going meetings, including but not limited to:

Dates	Topic	Personnel
July	LEA Terms of Reference	LEA Oversight Team
July	Development of LEA Implementation Plan	LEA Oversight Team
July	Dispute Resolution Committee in place	K'ómoks Representative, DP of Ind. Ed.
September	Transportation Tripartite Meeting	K'ómoks Representative, DP of Ind. Ed.
September	Nominal Roll Meeting	K'ómoks Representative, DP of Ind. Ed.
End of September	Quarterly Communication Meetings	K'ómoks Representative, DP of Ind. Ed.
End of September	Indigenous Education Council monthly meetings (every month)	
October	Proposed Equity Scan Committee	Representatives from community, the Board and the K'ómoks Nation
By October 15	Nominal Roll Signed Agreement	K'ómoks Representative, DP of Ind. Ed.

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By October 15	Transportation Tripartite Signed Agreement	CEO Chief and Council, and DP of Ind. Ed.
November	Proposed Equity Scan Committee	Representatives from community, the Board and the K'ómoks Nation
November	Indigenous Education Council Meeting	DP of Ind. Ed and K'ómoks Education Coordinator
November	Triennial Reporting Out	K'ómoks Nation Success Advisor, K'ómoks Education Coordinator and DP of Ind. Ed,
End of November	Quarterly Communication Meetings	TBD K'ómoks Representative, DP of Ind. Ed.
December	Proposed Equity Scan Committee	Representatives from community, the Board and the K'ómoks Nation
January	Indigenous Education Council Meeting	K'ómoks Education Coordinator, DP of Ind. Ed.
January	Annual Report Presentation	K'ómoks Chief and Council and DP of Ind. Ed.
End of February	Quarterly Communication Meetings	K'ómoks Representative, DP of Ind. Ed.
February	Nominal Roll - List of K'ómoks Nation Children	K'ómoks Education Coordinator, DP of Ind. Ed.
March	Proposed Equity Scan Committee	Representatives from community, the Board and the K'ómoks Nation
March	Indigenous Education Council Meeting	K'ómoks Education Coordinator, DP of Ind. Ed.
April	Triennial Reporting Out	K'ómoks Nation Success Advisor and DP of Ind. Ed.
May	Proposed Equity Scan Committee	Representatives from community, the Board and the K'ómoks Nation

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End of May	Quarterly Communication Meetings	K'ómoks Representative, DP of Ind. Ed
By May 30	Review LEA	Oversight Committee, K'ómoks Education Coordinator and DP of Ind. Ed.
June	Triennial Reporting Out	K'ómoks Nation Success Advisor, K'ómoks Education Coordinator and DP of Ind. Ed.
June	Indigenous Education Council Meeting	K'ómoks Education Coordinator, DP of Ind. Ed.

School District No. 71 and K'ómoks Nation will build and maintain a collaborative, respectful partnership.

Actions	Person(s)/Partner(s) Responsible	Timeline	Budget
LEA Orientation	The Board District Leadership Team	Annually at the start of the school year	
Develop LEA Terms of Reference	K'ómoks: Education Coordinator, Councillor The Board: District Principal of Indigenous Education, Superintendent, and/or designate	Within 2 weeks of the LEA being signed	
Development of LEA Implementation Plan and Dispute Resolution Committee in Place	K'ómoks: Education Coordinator, Councillor The Board: District Principal of Indigenous Education, Superintendent, and/or designate	After 2 weeks the Terms of Reference is accepted	

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Nominal roll meeting	DP of Ind. Ed., K'omok's Education Coordinator, and Director of Finance	After the finalization of the nominal roll, no later than October 15th	
(INSERT LEA PAY SCHEDULE,)			
Progress Review and communications meeting, and Written Report	DP of Ind. Ed., K'ómoks Education Coordinator	November, February, and May	
Indigenous Education Council Meetings	DP of Ind. Ed, K'ómoks Councillor with the Board Portfolio, Council	As scheduled	
Triennial Reporting Out	K'ómoks Success Advisor, DP of Ind. Ed.	November, April and June	
Review LEA	LEA Oversight Committee	May	

The Board will Enhance K'ómoks students' learning, overall success, & personal & cultural identity.

Actions	Person(s)/Partner(s) Responsible	Timeline	Budget
LEA Orientation	The Board Leadership Team	Beginning of each school year	
Hire a success advisor for Elementary and Secondary schools	The Board and K'ómoks Nation	First quarter after LEA is signed	

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Transportation Tripartite Meeting	K'omoks Education Coordinator and DP of Ind. Ed.	September	
Sign Transportation Tripartite Agreement	Secretary Treasurer (the Board) and Chief (K'omoks)	Annual in October	
Dogwood Diploma and Adult Graduation Diploma Graduates Reports	DP of Ind. Ed. And K'omoks Education Coordinator	June on an annual basis	
Review of Grade 10's academic performance to determine academic stream	K'omoks Education Coordinator, Success Advisor, the Board DP of Ind. Ed. Or designate	October and February on an annual basis	
Annual Report Presentation -SWOT Analysis included	K'omoks Chief and Council and DP of Ind. Ed.	End of January	
Nominal Roll - List of K'omoks Nation Children	K'omoks Education Coordinator, DP of Ind. Ed., and Director of Finance	February	

Schedule “B” DEFINITIONS

"Adaptations" are teaching and assessment strategies especially designed to accommodate a student's needs so they can achieve the learning outcomes of the subject or course and to demonstrate mastery of concepts. Essentially, designing adaptations is a "best practice" in teaching. All students working on learning outcomes of any grade or course level may be supported through the use of adaptations and a personalized learning plan

"Adult Dogwood" means an adult high school diploma is the British Columbia Adult Graduation Diploma (BCAGD) for adult learners who want to take courses in order to complete high school and obtain their adult high school diploma

"Attendance Protocol" means an attendance procedure carried out by the schools in the District, understood by students and families, which outlines the recording of attendance of students and the approach to excused and unexcused absences with the overall purpose of encouraging strong attendance and putting all supports in place necessary for success in schools;

"BC Public School" or "BC Public School(s)" means all public schools in British Columbia providing kindergarten to grade 12 education, but does not include BC Independent Schools or First Nation Schools;

"BCTEA" means the BC Tripartite Education Agreement signed between the Province of British Columbia, the Government of Canada and the First Nations Education Steering Committee on July 1, 2018

"Board/Authority Authorized Courses" are courses offered by BC Public Schools to respond to the local needs of the schools and their communities while providing choice and flexibility for students, according to requirements set by the Ministry of Education;

"Child in Care" means a child for whom the Director of Child Welfare is the sole guardian, and the Public Guardian and Trustee manages the child's estate;

"Dogwood Certificate or Diploma" means the British Columbia Certificate of Graduation that is awarded by the Minister to a student upon successful completion of the provincial graduation requirements, as set out in the provincial Graduation Program and, for greater clarity, does not include an Adult Dogwood;

"Evergreen (School Completion) Certificate" is a school leaving certificate intended to celebrate success in learning that is not recognized in a Certificate of Graduation (Dogwood Diploma). It is used to recognize the accomplishments of students with special needs and an Individual Education Plan, who have met the goals of their education program, other than graduation (and not all students with special needs should be in an Evergreen Certificate Program.) The Evergreen Certificate is not a graduation credential; students who receive an Evergreen have not graduated. The Evergreen represents the completion of personal learning goals but does not represent graduation

"Indigenous Education Council" means a council established by a board of education or school district, comprised primarily of representatives from First Nations within the school

district, to provide advice to improve outcomes for Aboriginal students. Voting members include one representative from Chief and Council from the K'ÓMOKS FIRST NATION, a Metis or Inuit representative, and two representatives from the Board of Education. Non-voting members include two elder representatives from each of the areas. The Superintendent of Schools, the District Principal of Indigenous Education, a First Nation educational representative from the K'ómoks Nation and a CVTA Representative

"Indigenous Services, IS, ISC or DISC" means the federal department of Indigenous Services;

"Individual Education Plan (IEP)" means a documented plan developed for a student that describes individualized goals, Adaptations, Modifications, and the services to be provided, and includes measures for tracking achievement, 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;

"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 be informed of:

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

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

"Knowledge Keeper" means someone who has been taught specific knowledge by an elder in the community or has experience; they are trusted and respected;

"K'ómoks Success Advisor" means a teacher who has been selected by the Board in consultation with K'ómoks. The job posting will be created by The Board in consultation with the K'ómoks Nation and will reflect the values and spirit of the LEA. Their role is to assist the parties and K'ómoks families by supporting the academic success of K'ómoks Indigenous students at the K-12 level.. The Success Advisor will be an employee of the Board of Education. The Success Advisor will be under the supervision of the Board, and the wages of the Success Advisor will be paid by the Board. The Success Advisor's job description and terms of reference will be created by the Board with input from K'ómoks. The Success Advisor provides regular progress reports to the District Principal of Indigenous Education who will communicate to the LEA Oversight Committee..

"K'ómoks Student" means a student who is ordinarily a resident of K'ómoks Territory in British Columbia and is eligible to be on the Nominal Roll.

"K'ómoks Student Rate" means the education costs for a K'ómoks Student attending a BC Public School in a school district, as calculated annually by the Ministry in consultation with FNEC and Canada (formerly the "First Nations Billing Rate");

"LEA" means this Local Education Agreement or Local Education Agreements generally;

"Minister" means the Minister of Education (BC);

"Ministry" means the Ministry of Education (BC);

"Modifications" means instructional and assessment-related decisions made to accommodate a student's educational needs that consist of individualized learning goals and outcomes which are different than learning outcomes of a course or subject. Modifications should be considered for those students whose special needs are such that they are unable to access the curriculum (i.e., students with limited awareness of their surroundings, students with fragile mental/physical health, students medically and cognitively/multiply challenged);

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

"Operating Grants Manual" means the provincial manual, as amended from time to time, that sets out the provincial funding formula that comprises a student basic allocation plus supplementary grants to determine school district allocations;

"Ordinarily resident on-reserve" means that the student usually lives at a civic address on reserve, is a child in joint custody who lives on reserve most of the time, or is staying on reserve and has no usual home elsewhere. Students continue to be considered ordinarily resident on reserve if they return to live on reserve with their parents, guardians or maintainers during the year, even if they live elsewhere while attending school or working at a summer job. (In this context, reserves are deemed to include all land set aside by the federal government for the use and occupancy of an Indian band, along with all other Crown lands which are recognized by Canada as settlement lands of the Indian band of which the student is a resident;

"Parent" means, in respect of a student:

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

"School" or "School(s)" means and includes any school operated by the Board;

"School Act" means the British Columbia School Act, RSBC 1996, Chapter 412;

"School District" or "District" means the area constituted under the School Act as School District No.71;

"School Year" means the period beginning on July 1 and ending on June 30 the following year;

"Student Support Plan" means a plan of student supports, services or accommodations developed and implemented, where parental consent has been provided, in a manner consistent with the LEA, including the Attendance Protocol, with the purpose of supporting each K'ómoks Student to thrive academically, emotionally, physically, and spiritually.

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

"TRC" means the Truth and Reconciliation Commission established in 2008 pursuant to the Indian Residential Schools Settlement Agreement between Canada and survivors of residential schools

"Tripartite Transportation Fund" means the First Nation Student Transportation Fund established by Canada, British Columbia and FNEC, through the Tripartite Agreement, to fund the transportation of K'ómoks Students to BC Public Schools, commencing in the 2019/20 School Year;

"Tuition Fees" means the Tuition Funding per student received from Indigenous Services by K'ómoks, which K'ómoks 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 of Education in its fiscal framework for a given School Year;

"Tuition Funding" means the Tuition Funding received by K'ómoks from Indigenous Services Canada for the education of K'ómoks Students in the School District who are on the Nominal Roll, which is invoiced for by the Board as per the First Nation Student Rates established by the Ministry annually and as determined by the snapshot date of September 30th; and

"UN Declaration" means the United Nations Declaration on the Rights of Indigenous Peoples;

"Vulnerable Student" means a student who has been identified as finding learning more challenging based on the following factors: not meeting learning outcomes, significant absence from school, not transitioning to the next grade, failing courses, behaviour issues, under suspension, not at grade level and/or is a child in care.

* And any other definitions the Parties may agree are necessary.

