

EDUCATION AGREEMENT

BETWEEN THE

SKIDEGATE BAND COUNCIL

AND

SCHOOL DISTRICT #50 (Haida Gwaii/Queen Charlotte)

LOCAL EDUCATION AGREEMENT

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LOCAL EDUCATION AGREEMENT

This Agreement made the 28th day of November 2003

Between:

The Skidegate Band Council
(Hereinafter referred to as the "First Nation")

Of the first part

And:

The Board of School Trustees
School District #50 (Haida Gwaii/Queen Charlotte)
(Hereinafter referred to as the "Board")

Of the second part

WHEREAS the Skidegate Band Council, as the government of the First Nation, or the Council's designate, has the responsibility to oversee the public school education of the members of the First Nation residing on reserve,

AND WHEREAS the Board has the authority under Section 86(3) of the *School Act* (RSBC 1996 C412) to enter into an Agreement with respect to the education of First Nation students who fit within the definition of "Indian" in the *School Act*,

AND WHEREAS it is recognized by the First Nation and the Board that the Board is statutorily responsible for the operation of the public schools, its employees, and the students enrolled in its schools,

AND WHEREAS the Board and First Nation are authorized to enter into an Agreement and the First Nation and the Board recognize that an education agreement will give the First Nation greater participation and influence in all aspects of the education of First Nation students attending the Board's public schools,

AND WHEREAS the First Nation and the Board intend to provide to First Nation children, resident within the School District, educational programs and other educational services which are appropriate to their cultural and linguistic heritage,

AND WHEREAS this Agreement is entered into within the confines of the *Indian Act* (RSC c.15) and *School Act* of B.C. and is not a reflection of the whole of the Aboriginal right to and responsibility for education.

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NOW THEREFORE the parties agree as follows:

1.0 INTERPRETATION

1.1 For the purpose of this agreement, the following definitions shall apply:

"Additional funding" means any funding other than block grant funding or Targeted Funds that is used in support of educational programs offered by the Board.

"HEC" means the Haida Education Council established by the First Nation and the Board to assist in developing, monitoring, guiding and evaluating Aboriginal education programs.

"Block Grant" means the funding per student received by the Board from the First Nation for the education of students in School District #50 at the rate set out by the Ministry of Education in its fiscal framework for a given school year.

"Board" means the Board of School Trustees of School District #50 (Haida Gwaii/Queen Charlotte). Any reference to the Board includes the Board of School Trustees and any person designated by the Board to act for or on its behalf and with respect to any provision of this agreement.

"Early School Leavers" refers to any student leaving school, prior to the completion of Grade 12.

"Educational Program" means an organized set of learning activities that, in the opinion of the First Nation and the Board is designed to enable First Nation students to develop their individual potential and acquire the knowledge, skills and attitudes needed to contribute to a healthy, democratic and pluralistic society and a prosperous economy.

"First Nation" refers to the Skidegate Band Council. It includes the Chief and Council and any person designated by the First Nation to act for or on its behalf with respect to any provision of this Agreement.

"First Nation student" means a student who normally resides on the Old Massett Village Reserve who is funded for education by the Department of Indian Affairs and who is enrolled in a school that falls under the Board's jurisdiction.

"Full Time Equivalent (FTE)" in this Agreement refers to an on-reserve status student who is in enrolled as a full-time student in a public school.

"Ministry" means the Ministry of Education, Skills and Training.

"Nominal Roll" means the list of those First Nation students enrolled in School District #50 and normally residing on reserve, as per Indian and Northern Affairs Canada Funding Services requirements.

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"**Programs**" means any programs that are established under the *School Act* that are offered to students in attendance during the term of this Agreement.

"**Promotions**" means graduation from one grade level to the next.

"**School District**" means the area constituted under the *School Act* as School District #50 (Haida Gwaii/Queen Charlotte).

"**School Year**" means a 12-month period commencing on July 1st and ending on June 30 of the following calendar year.

"**Targeted Funds**" means the funding provided to the School District by the Ministry of Education, which is targeted for Aboriginal Education Programs.

"**Tuition Fees**" means the amount of funding (as determined by the Ministry of Education for each school year) provided to School District #50 by the First Nation and the Department of Indian Affairs and Northern Development per student in attendance in school on September 30 to be used in support of educational programs and services provided by the District.

2.0 PRINCIPLES

- 2.1 First Nation students have a right to quality education, which reflects, respects and complements First Nations culture and traditions. This agreement shall not define or limit any Aboriginal right.
- 2.2 The First Nation shall be consulted with respect to the development and delivery of educational programs and services to First Nation students, through, but not limited to, representation on and participation in the Budget Advisory, Policy Development, Operations and Facilities, and Education Committees. To that end, the HEC will appoint a representative to each Committee, exclusive of Trustee committees.
- 2.3 Maximum educational opportunities and benefits for First Nation students will be facilitated through regular and on-going consultation between the First Nation and the Board.
- 2.4 This agreement will reflect the goals of:
 - Improved student achievement
 - Parity of achievement for all students, regardless of their ethnic origin, gender, geographic location, physical characteristics or socio-economic status
 - The goals of the British Columbia public school system.
- 2.5 The curriculum will reflect linguistic and cultural differences that exist between First Nation and Non-First Nation students and will be designed to enhance the learning experience of both.

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- 2.6 This Agreement is made pursuant to and governed by the *School Act* and Regulations and the Collective Agreements with District employee groups. This Agreement is administrative in nature and shall not define or limit any Aboriginal right.
- 2.7 The Parties will undertake such measures as are required to give effect to all terms of this Agreement.

3.0 OBJECTIVES

- 3.1 The First Nation and the Board will work together to achieve the following objectives:
- a) To review regularly the educational needs of First Nation students and arrange for the delivery of services that will meet these needs. Priority will be placed on early intervention, specifically in the areas of assessment, attendance, evaluation of age/grade levels, curriculum scope and sequencing;
 - b) To encourage, enhance and affirm a strong identity, pride in heritage, and healthy self-esteem in First Nation students by creating an environment that embraces First Nations cultures;
 - c) To develop anti-racism policies, programs, and procedures which increase the awareness and respect of all School Board staff, volunteers and students of cultural and linguistic differences;
 - d) To take steps, as outlined in this Agreement, towards increasing the percentage of First Nation graduates who demonstrate skills of self-sufficiency and responsibility such that they are able to gain meaningful employment and/or gain entrance into post secondary institutions;
 - e) To involve elders of the First Nation and other First Nation resource people in the provincial school curriculum;
 - f) To develop and support the First Nation's involvement in the education system;
 - g) To work together to increase awareness of Aboriginal cultures among all students and, to provide for the integration of the Haida cultural values and information about the Haida people in appropriate curriculum areas;
 - h) To collaborate on the development of culturally appropriate Aboriginal programs which enhance academic and vocational skills, while promoting personal, social, and cultural growth.

4.0 THE BOARD'S OBLIGATION

- 4.1 Pursuant to this Agreement the Board is obligated to:
- a) Collaborate with the Haida Education Council on a regular basis to discuss those issues that relate to the education of First Nation students;

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- b) Ensure First Nation students have equitable access and opportunity to educational programs in a manner consistent with Board practices for all students;
- c) Ensure that First Nation students enrolled in programs which will give them the academic credentials to proceed to post-secondary education are not transferred into "adjusted" courses unless it is demonstrated in writing by the student's teacher and school administrator that to remain in the former programs would be contrary to the student's best interests; and to ensure that parents/guardians have been consulted regarding any transfers;
- d) Make every reasonable effort to ensure that the educational needs of all First Nation students are met and to provide them the opportunity of success in school as measured by their ability to access higher education, or their employment goals;
- e) Take reasonable actions to encourage First Nation students to remain in school. Those actions may include, but are not limited to, immediate written and verbal notification to parents/guardians of difficulties a student may be experiencing, working together with parents to reach feasible and productive solutions, and informing the First Nations education administrator;
- f) Provide culturally and academically appropriate alternative/intervention educational services to potential "early school leavers";
- g) Encourage potential "early school leavers" to remain in school by ascertaining the reasons for leaving school, consulting with parents/guardians and arriving at productive solutions that stimulate the interest of the student to continue their education;
- h) Access the services of support personnel employed by the First Nation who are available to assist the schools;
- i) Appoint Board members to the HEC and support the HEC mandate as outlined in Appendix A;
- j) Demonstrate commitment to increasing the number of trained and qualified Aboriginal staff who are working with First Nation students (as outlined in section 9.4);
- k) Cooperate with the First Nation to acquire funding for the training of staff associated with the delivery of education programs to First Nation students, for example local Teacher Education Programs;
- l) Contribute to the decision-making process and subsequent direction of the Targeted Funds provided by the Province to the Board, based on Aboriginal student enrolment, for Aboriginal education programs and services directed by

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the HEC. All decisions made and actions taken with regard to the Targeted funding will require consultation between First Nations and the Board;

- m) Ensure opportunities for First Nation representation on all district committees, exclusive of Trustee committees, and
- n) Support, where appropriate and feasible, curriculum development pursuant to goals and objectives of the HEC.

4.2 To ensure that information is provided to the First Nation on the provision of education programs to First Nation students under this Agreement, the following shall be provided upon request:

- a) The number of First Nation students covered by this Agreement, and description of the programs in which they are enrolled;
- b) With the written consent of parents and/or guardians, a summary of student progress, attendance, and disciplinary action.

4.3 Provide a complete financial report on the Targeted Funds, which includes:

- a) The number of staff employed through Targeted Funds and designated to work with First Nation students; the proportion of their time spent working directly with First Nations' students, and their duties and responsibilities;
- b) Update of any services outside of the basic curriculum that First Nation students received during the year;
- c) Summary report of the year's activities under headings of cultural activities, field trips and guest speakers;
- d) Identification of areas that require greater focus for the coming year to enhance student success;
- e) Appropriate involvement of the First Nation in the planning for changes in grade levels or timetable systems planned by the School District for the September school opening;
- f) Other issues agreed upon by the Board and the First Nation and the HEC.

5.0 THE FIRST NATION'S OBLIGATIONS

5.1 Pursuant to this Agreement the First Nation is obligated to:

- a) Promote ongoing, open communication with Board personnel regarding student support and other topics related to educating First Nation students;

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- b) Provide the Board with lists of First Nation resource people having expertise in cultural, educational and governmental issues;
- c) Promote the active participation and involvement of First Nations parents and other members of the First Nation in the curricular and extra-curricular education of their children;
- d) Appoint HEC members and support the HEC mandate as outlined in Appendix A;
- e) Keep informed of programs and practices of the public school system and, as needed and when resources permit, provide extra tutoring for First Nation students;
- f) Pay the Board the Block Grant rate fees received from the Federal Government in accordance with Section 11 of this Agreement.

5.2 Work toward ensuring that the educational needs of all First Nation students are met by the School District and that First Nation students are assured the opportunity of success in school, as measured by their ability to access higher education, or attain their employment goals. The First Nation shall:

- a) Review all reports provided by the School District and track the progress of First Nation students;
- b) Work together with the School District, schools and staff to ensure the delivery of quality programs;
- c) Advocate on behalf of the students with the school and staff with whom the student have contact with, with the permission/request of parents/guardians.

6.0 JOINT OBLIGATIONS

6.1 To cooperate in providing quality academic programs to First Nation students and to take all reasonable measures to provide the opportunity for academic success equivalent to that of all students in accordance with the *School Act* and Regulations, and also to ensure culturally relevant programs in accordance with the terms of this Agreement.

6.2 To ensure that an annual report is prepared and distributed to the First Nations and Board on or before September 30th outlining the provision of educational programs to First Nation students under this agreement. The report shall include:

- a) The number of First Nation students enrolled in the School District at the end of each month during the school year;
- b) The number of First Nation students enrolled in alternate programs and secondary courses;

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- c) 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 monthly financial statements;
 - d) Measures of success of First Nation students such as general references to attendance rates, transition/completion rates, academic success, course and selection streaming, special education, parental involvement, community satisfaction, in-service with a First Nations focus, discipline, student retention rates; and role models.
- 6.3 Jointly develop an educational plan for Aboriginal Day.
- 6.4 Cooperate in the identification of self-identified Aboriginal students.
- 6.5 Refer to and operate in a manner consistent with Appendix A – HEC Terms of Reference, Appendix B – Improvement Agreement, Appendix C – Accountability Contract, as they become available.
- 6.6 Ensure the provision of culturally and academically appropriate alternative educational services to potential "early school leavers" and to encourage current "early school leavers" to return to school in conjunction with the Board.

7.0 ASSESSMENT, PLACEMENT AND APPEALS

- 7.1 The Board will ensure that each First Nation student receives an educational program as appropriate to his/her needs and abilities. The Board will ensure that the progress of First Nation students is monitored and that, prior to making any significant adjustments to the level of the student's educational program, parent/guardians have been consulted in the decision making process and will have given their written consent, with full understanding of the issues.
- 7.2 Assessment and placement of First Nation students will only occur after the District referral process has been completed. The following guidelines must be adhered to:
- a) Assessment:
 - i) Prior to referral for an assessment a written rationale for the assessment shall be provided to the child's parents/guardians and the parents/guardians informed written consent has been obtained;
 - ii) Within one month of a referral, an appointment for an appropriate assessment is to be scheduled and all pertinent information about the assessment process is to be provided to the parents/guardians, the school-based team and First Nation support staff as designated by the parents/guardians;
 - iii) Within two months of completion of an assessment, a verbal and written report stating the outcome of the assessment, the options available for

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the child and professional recommendations, is provided to the parents/guardians and the First Nation support staff designated by the parents/guardians.

b) Placement

- i) Prior to placement, an appropriate assessment has been completed and the results have been provided to the parents/guardians, the school-based team and the First Nation support staff designated by the parents/guardians. A written report stating the reason for the placement, the options considered and the educational opportunities gained and lost by the placement has been provided to the parents/guardians and the First Nation support staff designated by the parents/guardians. The placement must have the written consent of the child's parents/guardians;
- ii) Written end-of-term reports on the success of the placement, as determined by the progress of the child, will be provided to the parents/guardians and the First Nation support staff designated by the parents/guardians.

c) Appeals

Appeals of Assessment and Placement Decisions:

- i) Must be placed by the parent or legal guardian in accordance with Board Bylaw for Student Appeals;
- ii) The parent or legal guardian can request and receive support in this appeal process from the Haida Education Council;
- iii) The designated First Nation Education support staff will receive information about a First Nation student assessment and/or placement after obtaining the consent of the parent or guardian.

7.3 In accordance with the *School Act*, and upon request of any parent or guardian, the Board will provide the following:

- a) Student record of their child/children;
- b) Copies of all reports and communications concerning their child/children;
- c) Notice of all formal meetings initiated by the school concerning their child/children.

7.4 The Board shall inform and invite in a timely manner a parent/guardian and/or designate (First Nations Education staff member as designated by the Band with the written

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consent of the parent/guardian) to attend school based team meetings dealing with First Nation students' issues.

8.0 DISCIPLINE

- 8.1 All parents and First Nation Education staff members will be provided with copies of the school discipline policies and appeals processes within their jurisdiction.
- 8.2 At the beginning of each school year, the HEC will review and make recommendations to the Board on the discipline policies and procedures of School District #50 (Haida Gwaii/Queen Charlotte).
- 8.3 With due consideration given to all recommendations on discipline policy provided by the HEC, all discipline related to First Nation students shall be in accordance with the *School Act* and Regulations, the Code of Conduct for each school approved by the Board, and the Appeals Bylaw of the Board.
- 8.4 All appeals to decisions on discipline will be in accordance with School District #50 (Haida Gwaii/Queen Charlotte) Policies and Bylaws.
- 8.5 A parent/guardian may be accompanied by a designated First Nation support staff member when dealing with disciplinary matters relating to a First Nation student.
- 8.6 School District administrators and the HEC members shall employ a team approach when dealing with disciplinary issues involving First Nation students which have been brought to the attention of the First Nation and School District. Recognition will be given to the Aboriginal value placed upon the extended family.

9.0 CROSS-CULTURAL AWARENESS AND HIRING IN THE SCHOOL DISTRICT

- 9.1 The Board shall encourage schools to consult with HEC, First Nation resource personnel and paraprofessionals to assist teachers in facilitating cross-cultural workshops, and events.
- 9.2 The Board will cooperate with the First Nation and relevant employee groups to deliver professional development activities for all educational staff.
- 9.3 The Board and all Board employees must respect the role of employees of HEC and First Nations Education Staff, and will provide them with access to appropriate facilities to accomplish their work.
- 9.4 The School Board recognizes the value of Haida personnel as role models at all levels of the School District. The School Board will consult with the HEC and First Nation regarding the development of job descriptions and in hiring considerations of the staff selection for positions within the School District. Involvement will include assisting in the development of the job descriptions, advertising, short-listing, interviewing, and selection in accordance with the terms and conditions of applicable Collective Agreements.

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9.5 Staff members employed by Targeted Funds should be rooted in Aboriginal culture and have the qualifications, knowledge, skills and abilities required for the specific position.

10.0 COMMUNICATION

10.1 Efforts shall be made to develop and maintain excellent communication between the Board, First Nation and HEC. Communication will include, but not be limited to, newsletters, one-on-one contact, and meetings of appropriate School District and First Nation staff, First Nation parents and/or representatives of parents.

10.2 The Board and First Nation will encourage First Nation parents to attend regular and frequent parent-teacher interviews and develop appropriate strategies to that end. Strategies may include arranging special times and venues.

10.3 Following a HEC meeting, the Superintendent, and the Haida Education Director shall be on the agenda of the regular/in-committee meetings of the School Board to ensure regular and open communication.

11.0 PAYMENT

11.1 The First Nation shall pay to the Board tuition fees from September 30 to June 30 in accordance with section 11.3 of this agreement.

11.2 The September 30th nominal roll enrolment figures shall be:

- a) Certified by the First Nation;
- b) Certified by the Principal;
- c) Certified by the Secretary-Treasurer of the Board.

11.3 The tuition fees payable for each school year shall be paid by the First Nation to the Board according to the following schedule and based upon the September 30th nominal roll figures:

- a) Until current numbers are available, the amount will be based upon the previous years eligible tuition fees;
- b) Due and payable on a monthly basis with invoices prepared by the 15th of the month with payment to occur by the later of either the end of the month or ten business days after the invoice is received by the First Nation;
- c) The First Nation agrees to pay interest to the Board, the prime rate on all invoices unpaid after 60 days.

11.4 In the event of a school closure due to a labour dispute, the tuition fee will be equitably adjusted by the agreement of the Parties and returned to the First Nation for their

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students' benefit in the same manner as occurs with the Ministry of Education. Any adjustment shall take into consideration the number of days of school closure and adjustments in funding made by funding sources to the First Nation and to the Board. It is the intention on the Parties that neither the First Nation nor the Board should benefit financially from a school closure. The First Nation will apply the funding from a school closure due to a labour dispute to educational activities.

- 11.5 In the case of "early school leavers" and any First Nation student transferring out of School District #50, tuition fees, as calculated on a percentage of school year not attended, will remain in a special, targeted fund within the School District, called, "the Second Count Adjustment funds". The funds not used as calculated by the percentage of school not attended, will transfer into this special fund. These funds will be will be used for district wide educational purposes such as interventions for children at risk, Effective Behaviour Support or Resiliency Training, as agreed upon by the HEC. Funds will be spent starting in September of the following school year.
- 11.6 The First Nation and the Board agree that additional services or programs not contemplated by this Agreement may be provided by the Board if the First Nation and the Board agree to the terms and costs for such service(s) or program(s).

12.0 TERMINATION AND DEFAULT

- 12.1 Any default of 30 calendar days or longer by the First Nation in making the payment required under Articles 5.1(f) and 11.3 of this agreement may result in the termination of this agreement at the option of the Board. The Board will provide 30 days advance written notice to the First Nation of such termination. The First Nation will pay any outstanding invoices or balances owing within 60 days of the termination of the agreement; plus interest at the prime rate.
- 12.2 If there is a default under the terms of this agreement, save and except a default under Articles 5.1(f) or 11.3 of this agreement, the party not in default 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 Article 14.
- 12.3 The Board and the First Nation acknowledge that some obligations under this Agreement are dependent upon monies and resources being made available by entities other than the Board and the First Nation. If such monies and resources are not made available, the Board and or the First Nation shall not be obligated to carry out the terms of this agreement that require such monies and resources.
- 12.4 Either party may terminate this Agreement for any reason by providing the other party with six (6) months written notice of such termination.
- 12.5 Once this agreement has been terminated, obligations of the parties herein will cease, subject to federal and provincial legislation and regulations, except for outstanding tuition payments and any related interest fees.

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13.0 TERM

- 13.1 This agreement between the First Nation and the Board will be for an indefinite term commencing the date of the last signature below.
- 13.2 This agreement between the First Nation and the Board may be amended with the mutual consent of both parties at any time.

14.0 DISPUTE RESOLUTION

14.1 Attempt to Settle:

The First Nation and the Board shall attempt to settle any dispute arising under this agreement in good faith before referring the matter to a Dispute Resolution Committee.

14.2 Dispute Resolution Committee:

If a dispute between the First Nation and the Board arises over this Agreement and is not settled, the parties shall establish a panel consisting of three members. The panel shall be called the Dispute Resolution Committee.

The purpose of the Dispute Resolution Committee shall be to resolve as expeditiously as possible any dispute arising under this Agreement so as not to impair progress in the implementation of the provision of this Agreement. The First Nation and the Board will each appoint one member of the Dispute Resolution Committee and the two members shall agree upon the appointment of the third member, who shall be the Chair of the Dispute Resolution Committee. The Dispute Resolution Committee will convene within ten business days, or such longer period of time as may be reasonably required to appoint the third member of the Dispute Resolution Committee to consider and resolve the dispute.

14.3 Proceedings:

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. Both Parties will be granted equitable opportunity to present their case and related evidence to the Dispute Resolution Committee. No formal rules of evidence shall apply to proceedings for the Dispute Resolution Committee, however, established legal procedure and evidentiary rules may be used as a guide to conducting the proceedings. Proceedings of the Dispute Resolution Committee shall be fully accessible to the Board and the First Nation.

14.4 Decision:

The Dispute Resolution Committee shall render a recommendation in writing to the parties within twenty (20) business days of the conclusion of its proceedings. Both parties are obligated to follow the written recommendation of the committee. The

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Dispute Resolution Committee shall decide the extent to which each of the parties shall bear the reasonable costs of resolving a particular dispute.

15.0 WAIVER

The failure by either Party to enforce at any time or for any period any one or more of the terms or conditions of this Agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Agreement.

16.0 NOTICES

16.1 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 First Nation:

Skidegate Band Council
PO Box 1301
Skidegate Haida Gwaii
V0T 1S0

If to the Board:

The Board of School Trustees
School District #50 (Haida Gwaii/Queen Charlotte)
PO Box 69
Queen Charlotte, Haida Gwaii
V0T 1S0

17.0 GENERAL

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

17.2 This Agreement will be to the benefit of and binding upon the parties hereto and their respective successors and assigns.

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

Signed:

ON BEHALF OF THE SKIDEGATE BAND COUNCIL:

Chief Councillor

Councillor

Councillor

Councillor

Councillor

ON BEHALF OF THE SCHOOL DISTRICT #50 (Haida Gwaii/Queen Charlotte):

Vice Chair

Superintendent

Secretary-Treasurer

Date