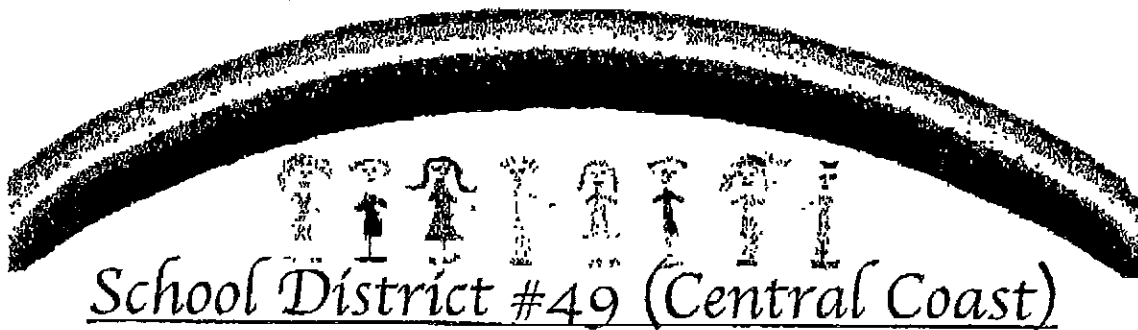


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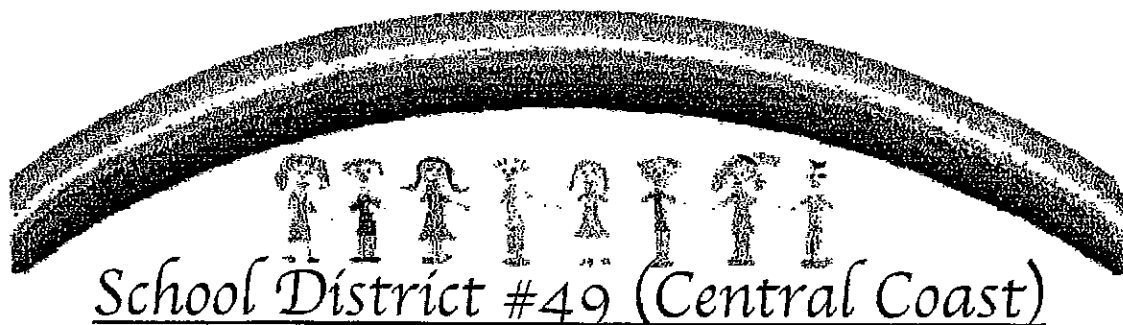


Bag 130 Hagensborg, B.C. V0T 1H0
 PHL 982-2691 FAX: 982-2319
 G. Smit, Superintendent of Schools D. Morgan, Secretary-Treasurer
 e-mail: jsmit@sd49.bc.ca e-mail: dmorgan@sd49.bc.ca

June 2, 2003

Wui' Kinuxv Nation
 Wui' Kinuxv Village, Rivers Inlet
 c/o Bag 3500
 Port Hardy, BC
 V0N 2P0

Attention: Yvon Gesinghaus, Tribal Manager



Bag 130 Hagensborg, B.C. V0T 1H0
PH. 982-2691 FAX: 982-2319

G. Smit, Superintendent of Schools
e-mail: jsmit@sd49.bc.ca

D. Morgan, Secretary-Treasurer
e-mail: dmorgan@sd49.bc.ca

June 2, 2003

FAXED

Wui'Kinuxv Nation
Wui'Kinuxv Village, Rivers Inlet
c/o Bag 3500
Port Hardy, BC
V0N 2P0

Attention: Yvon Gesinghaus, Tribal Manager

Dear Yvon:

Re: Meeting of May 26, 2003, discussion with Alex Chartrand, Chief, Wui'Kinuxv Nation

Yvonne, I am faxing the LEA which was agreed upon in principle. The LEA is similar to the previous agreement, and the term is for 5 years. Within the LEA the educational objects and goals for the Oweekeno School will be reviewed annually. Please return via fax a signed copy of the agreement faxed to you on June 2, 2003.

Respectfully

A handwritten signature in black ink, appearing to be "Jerry Smit", written over a horizontal line.

Jerry Smit
Superintendent of Schools
School District #49 (Central Coast)

cc: Board of Trustees

GJS/ct

INTERIM LOCAL EDUCATION AGREEMENT

BETWEEN:

THE WUI'KINUXV NATION

(hereinafter called the "Nation")

AND:

**THE BOARD OF SCHOOL TRUSTEES OF
SCHOOL DISTRICT NO. 49 (CENTRAL COAST)**

**THIS AGREEMENT made and entered into this 26 day of May 2003,
shall be effective from the 1st day of July 2003.**

1. Capital Lease

- 1.0 That the Wui'kinuxv Nation will lease the land, where the Wui'kinuxv Nation School Building and Teacherages are affixed, for a nominal fee of \$1.00, as per attached existing lease agreement between the Wui'kinuxv Nation and School District #49 (Central Coast). Notification of variance or termination of the lease by the Wui'kinuxv Nation must be given by the 31st day in the first calendar month of the year and to be effective on the 30th day of June in that calendar year.
- 1.1 School District #49 (Central Coast) will be responsible for the operation and the maintenance of the building for the school year September to June.
 - 1.1.a The custodial services and minor maintenance services for the school and the teacherage will be contracted by School District #49 (Central Coast).
 - 1.1.b School District #49 (Central Coast) will contract out electrical, fuel and communication services from the Wui'kinuxv Nation. The total cost of the services is not to exceed \$10,000 per school year. This may be negotiated from time to time in respect to actual cost of service.
 - 1.1.c School District No. 49 (Central Coast) will pay \$3,000 per annum to contribute to the replacement insurance cost of the building.
- 1.2 The Wui'kinuxv Nation will be responsible for the ground development and maintenance of the grounds at the Wui'kinuxv Nation School site.
- 1.3 The Wui'kinuxv Nation retains the right to utilize the facilities after school hours and during July and August. All maintenance and custodial upkeep costs for the use of the facility at those times will be the responsibility of the Wui'kinuxv Nation. All priorities for the use of the facility will be the decision of the Wui'kinuxv Nation.
- 1.4 School District #49 (Central Coast) will furnish the facility with appropriate up to date instructional materials, furniture and electronic media. These materials will remain the sole property of School District #49 (Central Coast).

2. Instructional Staffing

- 2.1 School District #49 (Central Coast) will be responsible for the placement of the instructional staff and the appropriate educational support staffing for the school, with input from the Wui'kinuxv Nation into the selection of the instructional personnel. All cost of the staffing will be the responsibility of School District #49 (Central Coast).

3. Teacher Housing

- 3.1 The Wui'kinuxv Nation will ensure that there is an adequate safe dwelling for the accommodation of the Wui'kinuxv Nation School's teachers of School District #49 (Central Coast).
- 3.2 School District #49 (Central Coast) will be responsible for the furnishing and the utility costs of the dwelling or dwellings.
- 3.3 School District #49 (Central Coast) will pay \$500.00 per month rent for the teacherages.

4. Student Transportation

- 4.1 The Wui'kinuxv Nation will be responsible for all student transportation to and from the Wui'kinuxv Nation School.

5. Guarantee of Service

- 5.1 School District #49 (Central Coast) will guarantee that mutually acceptable educational service will be provided to the Wui'kinuxv Nation for the 2003/2004 to 2007/2008 school years providing that:
 - 5.1.a the conditions in sections 1 to 4 are agreeable to the Wui'kinuxv Nation;
 - 5.1.b the Wui'kinuxv Nation will guarantee a minimum tuition rate for 9 FTE Students at the Per Pupil Block Rate as established by the Ministry of Education, or the actual FTE rate if it is 10 FTE Students or greater, as guaranteed in writing by the Department of Indian and Northern Affairs Canada;
 - 5.1.c the Wui'kinuxv Nation directs the Department of Indian and Northern Affairs Canada to pay Wui'kinuxv Nation Per Pupil Block Rate fees directly to the Province of British Columbia;
 - 5.1.d notification of variance of this Local Education Agreement by the Wui'kinuxv Nation must be given by the 31st day in the first calendar month of the year and to be effective on the 30th day of June in that calendar year.

6. Local Education Agreement Development

- 6.1 School District #49 (Central Coast) and the Wui'kinuxv Nation will mutually develop the goals for Oweekeno School on an annual basis.
- 6.2 The goal development will be generated through the School Planning Council, which will comprise of the Head Teacher at the school, Wui'kinuxv Education Coordinator, Wui'kinuxv Counselor and a Parent of the School.
- 6.3 The Oweekeno School annual goals will be agreed upon between the Wui'kinuxv Nation and School District #49 (Central Coast) by September 30, 2003. A Local Education Agreement will be finalized by June 30 of any given year.

IN WITNESS WHEREOF the parties hereto have set their hands the day and year first above written.

THE CORPORATE SEAL OF THE BOARD
OF SCHOOL TRUSTEES OF SCHOOL
DISTRICT NO. 49 (CENTRAL COAST)
was hereunto affixed in the presence of:

Russ J. Hilland
Chairperson

[Signature]
Superintendent of Schools/CEO

SIGNED on behalf of THE OWEEKENO INDIAN NATION
by its duly authorized officers in the
presence of:

Yvonne Gesinghaus
Name

870 Paxstun Road
Rivers Inlet.
Address

TRIBAL MANAGER
Occupation

[Signature]
Chief

[Signature]
Councilor

Councilor

June 20, 2003