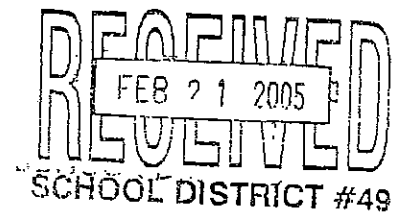


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LOCAL EDUCATION AGREEMENT

BETWEEN

BELLA BELLA COMMUNITY SCHOOL SOCIETY

AND

**SCHOOL DISTRICT No. 49
(SHEARWATER ELEMENTARY)**

(CENTRAL COAST)

EFFECTIVE DATE: APRIL 1, 2006

LOCAL EDUCATION AGREEMENT

Index

| <u>Item</u> | <u>Topic</u> | <u>Page</u> |
|-------------|--------------------|-------------|
| 1.0 | Interpretation | 1 |
| 2.0 | Finance | 2 |
| 3.0 | Dates of Agreement | 3 |
| 4.0 | Notice | 4 |
| 5.0 | References | 5 |
| 6.0 | General | 6 |
| 7.0 | Signatures | 7 |

LOCAL EDUCATION AGREEMENT

This Agreement is effective the First day of July 2006

Between: **Bella Bella Community School Society**
(Hereinafter called the "B.B.C.S.S.")

And: **The Board of Trustees of School District No. 49**
(hereinafter called the "Board") (Shearwater Elementary)

WHEREAS Bella Bella Community School Society, pursuant to it's agreement with Heiltsuk Tribal Council, their delegated jurisdiction over education and training in Heiltsuk territory have the authority and responsibility for the education of its members;

AND WHEREAS the Board has the authority under Section 86 (3) of the *School Act* to enter into agreements with respect to the education of First Nations children as defined in the *School Act* and a Council of a Band or their delegated Education Authority as defined in the *Indian Act* (Canada);

AND WHEREAS it is recognized by the B.B.C.S.S. and the Board that the Board is the legislated authority relating to the governance and operation of the public schools, school personnel, and students;

AND WHEREAS the B.B.C.S.S. and the Board intend to provide educational programs and other educational services for First Nations children resident within the School District which are appropriate to their cultural and linguistic heritage and a continuing source of satisfaction and pride for the B.B.C.S.S. and for the School District;

THEREFORE the parties agree to as follow:

1.0 INTERPRETATION

For the purposes of this Agreement, the following definitions shall apply:

- "Additional Funding" means funding other than core funding and targeted funding
- "Appended Agreements" means agreements made between the Board and B.B.C.S.S. dealing with issues specific to those B.B.C.S.S. and the Board. These agreements will be within the spirit and intent of this Education Agreement
- "Block Grant" means funds received by the Board from the Province of British Columbia for the education of students in the School District through the Financial Allocation System
- "Board" means the Board of Trustees, School District No. 49
- "Full Time Equivalent (FTE) First Nations Student" means a student who is:
a. of school age as defined in the *School Act* or;
b. an adult learner in full time attendance in an education program recognized by the Board, The Ministry of Education, and the B.B.C.S.S.
- "LEA" means this Local Education Agreement
- "Ministry" means the Ministry of Education
- "Nominal Roll" means a list of those First Nations students in an educational program as at September 30 of a school year even if a student withdraws from, or is enrolled in, an Educational Program after September 30 and whatever other second count dates are identified by the Ministry of Education
- "School District" means the area constituted under the *School Act* as School District No. 49 (Shearwater Elementary)
- "School Year" means a twelve month period commencing on July 1 and ending on June 30 of the following year
- "Heiltsuk Tribal Council" The Heiltsuk Band (also known as the Heiltsuk Indian Band, the Heiltsuk Nation and Heiltsuk Tribal Council, and also known as the Bella Bella Band) is a band pursuant to s.2(1) of the Indian Act, R.S.C 1985, c.I-5, (the "Act")

2.0 FINANCE

- 2.1 The B.B.C.S.S. shall pay to the Board an annual tuition fee equivalent to the S.D. #49 Block Rate per student for each Heiltsuk Band on reserve student enrolled in S.D. #49.
- 2.2 The September 30 enrollment figures or any second enrollment counts undertaken by the Ministry of Education shall be:

2.21 Certified by the School Principal and Secretary-Treasurer of the Board;

2.22 Certified by the B.B.C.S.S.;

2.23 Certified by a representative of Indian and Northern Affairs Canada.

2.2 Until such time as the final Block Grant adjustment for First Nations students has been determined, the payment will be based upon the estimated amount as established by the Board. When the final amount is known, the next installment payment shall be amended to include an adjustment for past installment payments.

2.3 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. Any adjustment shall take into consideration the number of days of school closure and adjustments in funding made by funding sources to the B.B.C.S.S. and Board. It is the intention of the parties that neither the B.B.C.S.S. nor the Board should benefit financially from a school closure.

The B.B.C.S.S. and the Board agree to the reciprocal transfer of photocopies of Permanent Record Cards and complete student files of students transferring between the B.B.C.S.S. School and schools within the School District.

3.0 DATES OF AGREEMENT

- 3.1 Term

This agreement between the B/B/C/S/S/ and the Board will be for the period April 1, 2006 to June 30, 2007.

- 3.2 Full L.E.A Agreement

A full L.E.A. agreement will be negotiated by S.D. #49 and B.B.C.S.S. with an objective of reaching agreement by May 31, 2006, or may be extended upon mutual agreement by the Parties.

4.0 NOTICES

4.1 Any notice will be deemed valid if delivered personally on the day of delivery, or if mailed, on the third business day after the mailing of the same in Canada by registered mail

To Bella Bella Community School Society

General Delivery
Waglisla, B.C. V0T 1Z0

To the Board

The Secretary-Treasurer, Board of Trustees
School District No. 49
P.O. Box 130
Hagensborg, B.C. V0T 1H0

4.2 Either party may, from time to time, give to the other written notice of any change of address of the party giving such notice and from and after the giving of such notice the address therein specified will, for the purpose of Section 19.1 be conclusively deemed to be the address of the party giving the notice.

5.0 REFERENCES

5.1 Every reference to the B.B.C.S.S. will include the Co-Chairpersons and any person designated by the B.B.C.S.S. to act for or on its behalf with respect to any provision of the Agreement.

5.2 Every reference to the Board will include the Chairperson of the Board, and any person designated by the Board to act for or on its behalf with respect to any provision of this Agreement.

6.0 GENERAL

6.1 This Agreement will be governed in accordance with the laws in force in the Province of British Columbia and Canada.

6.2 This Agreement will inure to the benefit of and be binding upon parties here to and their respective successors and assigns.

6.3 This Agreement is without prejudice to the assertions of the Heiltsuk First Nations to Heiltsuk title to lands and resources within Heiltsuk Traditional Territory or Heiltsuk rights to self-governance.

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

SIGNED: ON BEHALF OF THE BANDS

Alvin Reid
Co-Chairperson, B.B.C.S.S.

Page Humchitt
Witness

Maxwell
Co-Chairperson, B.B.C.S.S.

Page Humchitt
Witness

Wilson
Heiltsuk Tribal Council

[Signature]
Witness

SIGNED: ON BEHALF OF THE BOARD

Russ Hilland
Chairperson - Board of Trustees

Mari Salome
Witness

[Signature]
Secretary - Treasurer - School District No. 49 (Central Coast)

Mari Salome
Witness

(Agreements specific to individual bands will be appended to this Agreement)