

# EDUCATION SERVICES AGREEMENT

This Agreement made effective the 11 day of October, 2022

**BETWEEN:**

**Cote First Nation**

**- AND -**

**Good Spirit School Division No. 204 of Saskatchewan (“Good Spirit School Division”)**

**WHEREAS**, Cote First Nation and Good Spirit School Division are committed to work together to improve the educational outcomes, well-being and success of the students of Cote First Nation who attend schools within Good Spirit School Division;

**AND WHEREAS**, Cote First Nation, pursuant to its inherent jurisdiction over educational matters related to its members as a fundamental aspect of the right of self-determination, has the authority and responsibility for the education of their members and desires to ensure all students have access to, and receive, high - quality education that is respectful and reflective of their learning needs and their culture and history;

**AND WHEREAS**, Good Spirit School Division has duties and powers under *The Education Act, 1995* of Saskatchewan to provide education services to students in Good Spirit School Division and operates schools in the School Division for that purpose;

**AND WHEREAS**, Pursuant to sections 87(1)(b)(x) and s. 173(2) of *The Education Act, 1995* and s. 22 of *The Education Regulations, 2015*, Good Spirit School Division may enter into an agreement with Cote First Nation respecting the education of Cote First Nation children;

**AND WHEREAS**, the Parties acknowledge and endorse the Truth and Reconciliation Commission of Canada’s 94 Calls to Action and, are committed to making reconciliation a part of all interactions under this Agreement.

The Parties therefore agree as follows:

## **1. Definitions**

- 1.1 “Basic Education Services” – means the services to be provided to Cote First Nation students by Good Spirit School Division under the terms of this Agreement and as outlined in Appendix “A”, and Appendix “B” to the extent possible under this Agreement and in so far as it is consistent with this Agreement and Appendix “A”.

- 1.2 “Education Services Student Fee” – the fee payable each year per student as calculated in accordance with this Agreement.
- 1.3 “First Nation Student” means a student in grades K-12, and under the age of 22 years, as of September 30th of the school year who is a registered member of Cote First Nation who resides on a First Nation reserve and for whom Cote First Nation has approved attendance at a school operated by Good Spirit School Division.
- 1.4 “Nominal Roll” – means the list of students compiled by Good Spirit School Division, of students registered at each school in the school division.
- 1.5 “School division” – means the Good Spirit School Division.

**2. Education Services to be provided by Good Spirit School Division.**

- 2.1 Good Spirit School Division shall provide to all Cote First Nation students, basic education services with appropriate qualified staff, which, without restricting the generality of the foregoing shall include the following:
  - 2.1.1 the provincially approved curriculum for Grades K-12;
  - 2.1.2 locally developed curriculum where applicable;
  - 2.1.3 extra-curricular programming and services where applicable; and
  - 2.1.4 other educational services, where applicable, which would otherwise be provided to Cote First Nation students within the School Division.
- 2.2 Education Services shall include any culturally appropriate programming designed to meet the educational needs of Cote First Nation students, based on the responsibility of Good Spirit School Division to implement the Ministry of Education policy entitled “*Inspiring Success: First Nations and Metis PreK-12 Education Policy Framework*”.
- 2.3 In the case of students identified by Good Spirit School Division staff working in co-ordination with Treaty Education Alliance staff as having intensive needs in accordance with the provisions of ISC’s “High Cost Education Guidelines”, Good Spirit School Division shall identify the costs specific to individual students as set out in Appendix “A” and these costs shall be separately invoiced to Cote First Nation.
  - 2.3.1 These specific costs may include but are not limited to services of an educational assistant, professional service providers or other staff members specifically assigned to the student, and purchase of equipment for the use of a specific student,
  - 2.3.2 Good Spirit School Division shall consult with Chief and Council or its designate for Cote First Nation with regard to the anticipated costs for each student before incurring such costs and sending the invoice for the costs.
  - 2.3.3 In determining the fees payable for intensive need education services or equipment, Good Spirit

School Division shall consider the actual costs to Good Spirit School Division of providing such services or equipment.

- 2.3.4 Subject to *The Local Authority Freedom of Information and Protection of Privacy Act* (LAFOIP), the Director of Education for Good Spirit School Division, or designate, and the Chief and Council, or designate for Cote First Nation, shall consult together when determining whether any specific Cote First Nation Resident Student shall be classified as an intensive needs student and Good Spirit School Division may provide written documentation from appropriate qualified professional individuals indicating that the student requires specific programming and services.
- 2.4 In circumstances where Good Spirit School Division is not able to provide services for a student because of the nature of the medical and/or educational needs of the student, then Good Spirit School Division agrees to provide in writing to Cote First Nation a letter indicating the reason and circumstances including any recommendations for further educational placements.
- 2.5 Education Services shall be provided to Cote First Nation students within Good Spirit School Division Schools or approved facilities.
- 2.6 Whenever Good Spirit School Division calls upon the Student Discipline Committee to review the suspension under Section 154 or the expulsion under Section 155 of *The Education Act, 1995* of a Cote First Nation student, the Education Coordinator, or designate from Cote First Nation shall be invited to sit and participate as a member of that Committee.
- 2.7 In so far as is consistent with articles 2 and 3 within, Appendix "A" attached to this agreement forms part of this agreement regarding education services to be provided by Good Spirit School Division.
- 2.8 In so far as is consistent with this Agreement including Appendix "A", Appendix "B" attached to this agreement forms part of this agreement, including its references to the Parties' intentions and aspirations regarding education services.
- 2.9 For greater certainty, if a conflict arises between a provision in Appendix "B" and another provision in this Agreement including Appendix "A" relating to education services, the latter shall prevail.

### **3. Additional Education Services to be Provided by Good Spirit School Division**

- 3.1. In addition to the Education Services defined above, Good Spirit School Division shall provide Cote First Nation students, covered by this agreement, additional services and costs as may be agreed upon from time to time by the Parties.
  - 3.1.1 Such additional services may include First Nation language components and other programs optional or supplemental to the core program of the school.
  - 3.1.2 All such services will be established with mutual agreement between the Parties.

### **3.2 Bussing/Transportation**

The Parties agree Bussing/Transportation shall not form part of this Agreement and instead will be addressed in a separate, stand-alone agreement between the Parties.

## **4. Fees for Education Services**

- 4.1 In each and every year of this agreement, Cote First Nation shall pay to Good Spirit School Division:
- 4.1.1 for the period commencing with the first day of the school year to December 31, for each Cote First Nation student enrolled on the nominal roll of the school division as of September 30, a payment equal to 4/10 (four tenths) of the annual Education Services Student Fee as calculated within this Agreement/Appendix "A";
  - 4.1.2 for the period commencing January 1 to March 31 for each Cote First Nation student enrolled on the nominal roll of the school division as of January 31, a payment equal to 3/10 (three tenths) of the annual cost per student as calculated in this Agreement/Appendix "A"; and,
  - 4.1.3 for the period commencing April 1 to June 30 for each Cote First Nation student enrolled on the nominal roll of the school division as of April 30 payment equal to 3/10 (three tenths) of the annual cost per student as calculated in this Agreement/Appendix "A".)
  - 4.1.4 any additional billed costs for services for intensive needs students as provided under this Agreement and invoiced by Good Spirit School Division from time to time as set out in this Agreement/Appendix "A".
  - 4.1.5 any costs for home schooled students as set out in this Agreement/Appendix "A"; and
  - 4.1.6 any additional costs for special or specific programs or services that have been mutually agreed to and accepted as payable under this Agreement/Appendix "A".

## **5. School Fees**

- 5.1 Cote First Nation may pay Good Spirit School Division based fees set by the school for each Cote First Nation student registered in the school division and shall provide notice to Good Spirit School Division prior to June 30 for the following school year.
- 5.2 Good Spirit School Division shall consult with Cote First Nation, before any changes are made to the fees.

## **6. Payment by the First Nation**

- 6.1. Cote First Nation shall pay all invoices for Education Services provided through the terms of this agreement within sixty days of being invoiced by Good Spirit School Division.
- 6.2. Good Spirit School Division shall provide detailed summary within the invoice to the First Nation showing the total that has been calculated and collected by Good Spirit School Division under this Agreement.

- 6.3. Good Spirit School Division shall provide, in a timely manner, all necessary documentation related to any costs or payment to be made under this Agreement by Cote First Nation for any submissions for special funding programs available to Cote First Nation students.
- 6.4. Cote First Nation, shall pay interest on any late or outstanding amount in accordance with article 5.2 within Appendix "A".
- 6.5. If Cote First Nation does not pay all outstanding amounts including arrears and interest by August 15 of each year, Good Spirit School Division may discontinue Educational Services immediately upon informing Cote First Nation by registered letter.
  - 6.5.1. Before such action is taken Good Spirit School Division will make reasonable efforts to address the problem through the Dispute Resolution Process set out in this Agreement.
- 6.6. If a Cote First Nation student is expelled or subject to a long-term suspension exceeding 3 months from any schools operated and administered by Good Spirit School Division, the fees payable in respect of such student shall be prorated up to the date of expulsion or for the period of the long-term suspension.

## **7. Privacy and Confidentiality Obligations**

- 7.1. Cote First Nation acknowledges and accepts that Good Spirit School Division is a public body and is subject to the provisions of *The Local Authority Freedom of Information and Protection of Privacy Act* ("LA FOIP"), and as such, the personal information provided to Cote First Nation under this Agreement shall be maintained, stored, and secured by Cote First Nation in accordance with the same requirements imposed on Good Spirit School Division under LA FOIP.
- 7.2. Cote First Nation shall restrict access to the personal information provided by Good Spirit School Division under this Agreement to only Cote First Nation's representatives who require the information in order to perform the duties of their job or position.
  - 7.2.1. Cote First Nation shall ensure that all individuals who receive information pursuant to this Agreement are aware of and acknowledge in writing that they agree with the privacy and confidentiality obligations under this Agreement and LA FOIP.
- 7.3. The Parties agree to work collaboratively and in a timely manner to fulfil Good Spirit School Division's duty to protect student information and records as required by *inter alia* s. 23.1 of *The Local Authority Freedom of Information and Protection of Privacy Act*.
- 7.4. The Chief and Council or designate for Cote First Nation, and the Director of Education for Good Spirit School Division, or designates, may from time to time share personal information concerning Cote First Nation students provided however, that:
  - 7.4.1. sharing of the information is in the best interests of the student;
  - 7.4.2. each Party will respect the confidentiality and protect the privacy of any personal information that is shared; and
  - 7.4.3. any such sharing of information shall be subject to the provisions of applicable privacy legislation.

**8. Access to School by First Nation Representatives**

- 8.1. Chief and Council, or designate for Cote First Nation, shall have reasonable access to any schools attended by Cote First Nation students to support their educational progress.
- 8.2. Protocol and procedures for what constitutes reasonable access shall be established at the school level by the Director of Education or designate as per Good Spirit School Division administrative procedures.

**9. First Nation Contributions to Capital**

- 9.1. First Nation contributions to capital, set aside as a portion of the tuition collected in years prior to September 1, 2018, shall be identified separately in Good Spirit School Division's accounts as deferred revenue, and, shall be used on capital projects in schools where Cote First Nation students attend in the School Division, following good faith consultation by Good Spirit School Division with Cote First Nation prior to making a spending decision(s).

**10. Partnership Meetings**

- 10.1 Recognizing for the Parties to work together in a spirit of co-operation requires that an open, ongoing relationship is essential. Parties agree to have authorized representatives of Cote First Nation and Good Spirit School Division meet no less than once per year to discuss pertinent matters of mutual interest regarding Cote First Nation students in Board schools.
- 10.2 Good Spirit School Division and Cote First Nation educational representatives at the school level shall meet as required to maintain an effective channel of communication related to the students of Cote First Nation attending at Board schools.
- 10.3 The following items shall be discussed:
  - 10.3.1 collective, non-identifiable student data related to student achievement, safety and well-being from the previous school year (graduation rates, reading, writing, math and early learning)
  - 10.3.2 a review of Good Spirit School Division's budget for the current school year and proposed budget for the upcoming school year with financial forecasts.
  - 10.3.3 review of the annual education services and student fees and any other applicable fees for the current year.
  - 10.3.4 A review of the educational program and initiatives planned for the current school year and future initiatives, including key policy and *Education Act* changes and/or amendments.
  - 10.3.5 Reporting on Indigenous recruitment and retention initiatives and outcomes within the Good Spirit School Division.
  - 10.3.6 Other issues of concern in relation to this Agreement which either Party may wish to raise.

10.4 Minutes from the meeting shall be forwarded to each of the respective Parties following the meeting.

## **11. Dispute Resolution**

11.1. In the event of a dispute between Cote First Nation and Good Spirit School Division arising out of this Agreement, the Parties agree to designate a representative to meet, negotiate in good faith and attempt to resolve the dispute within a two - month period.

## **12 Arbitration**

12.1 In the event that the Parties are not able to resolve the dispute, then either Party may give written notice to the other that they wish to proceed by way of arbitration in accordance with *The Arbitration Act, 1992* (SS 1992, c A-24.1) subject to the following terms:

12.1.2. The arbitral tribunal shall be comprised of three arbitrators. One arbitrator shall be appointed by each of the Parties. The two arbitrators appointed by the Parties shall appoint the third arbitrator. If the two arbitrators appointed by the Parties are unable to agree on the selection of the third arbitrator, then they shall jointly request that the third arbitrator be selected pursuant to provisions of *The Arbitration Act*.

12.1.3. Each Party shall assume its own cost of the arbitration and shall share equally in the fees of the arbitrator(s), and any other general expenses of the arbitration.

12.2. Nothing shall prevent Good Spirit School Division from invoicing Cote First Nation and requesting payment of such fees as shall be payable, and not in dispute, during the arbitration procedure.

## **13. Projected Enrolment to Facilitate Planning**

13.1 By April 1 of each year, Cote First Nation shall provide to Good Spirit School Division a list of projected enrolments of Cote First Nation students it expects will be attending Board schools in the following academic year.

13.2 Good Spirit School Division will have no obligation to accept an enrolment higher than the projected enrolment, provided, however, that Good Spirit School Division agrees to make every effort, subject to the availability of staff and space, to accept pupils in addition to the projected enrolment. In these cases, Good Spirit School Division out of attendance and enrolment administrative procedures will apply.

## **14. Representation of First Nation**

14.1 Good Spirit School Division and Cote First Nation will actively promote representation of Cote First Nation members to the School Community Council (SCC), consistent with the procedures outlined in *The Education Act, 1995* and its regulations. Representatives will be provided with sufficient training and orientation, resources and materials if required, to be successful and contributing member (s) of the SCC.

14.2 Good Spirit School Division will take reasonable steps to facilitate the presence of a First Nation voting

member on the Division Board of Education, under the process for the election of a voting member on the Division Board of Education outlined in *The Education Act, 1995* and *The Local Government Act*, including but not limited to:

- a) Providing express notice to Cote First Nation leadership (Chief and Council) of any vacancy / opportunity coming available on the Division Board.

## **15. Insurance**

15.1 Good Spirit School Division shall obtain, maintain, and fund property insurance and public liability insurance in any amount considered necessary as the case may be in such amounts that a reasonably prudent operator would so obtain in similar circumstances.

15.1.1. In no case shall the amount of insurance coverage be less than \$100,000 for property or less than \$2,000,000 for public liability; and

15.1.2. Proof of such insurance shall be provided to Cote First Nation upon request.

## **16. Indemnification**

16.1 Each Party shall at all times and without limitation, indemnify and save harmless the other Party from and against all liabilities, losses, costs, damages, legal fees, disbursements, fines, penalties, expenses, all manner of actions, causes of action, claims, demands and proceeds, all of whatever nature and kind which the other Party may sustain, pay or incur or which may be brought or made against the other party, and whether or not incurred in connection with any action or other proceedings or claims or demands made by third parties, with respect to any occurrence, event, incident or matter caused by, and/or arising as a direct or indirect result of any breach of this Agreement and/or any negligent act or omission or willful misconduct of such Party's own employees, directors, officers, volunteers, contractors, agents and/or any other persons for whom such Party is responsible for at law.

## **17. Reporting**

17.1 The Parties shall from time to time provide reports to each other as may be reasonably required for the implementation and operation of this Agreement.

## **18. Term of Agreement and Termination**

18.1 This Agreement shall commence on date of signing and shall remain in effect until terminated by either party pursuant to the terms of this Agreement.

18.2 Either Party may terminate this Agreement by giving written notice to the other Party by April 1 in any year. Such termination shall be effective as of June 30 of the following school year.



**19. Amendment of Agreement**

- 19.1 This agreement may be amended at any time by mutual consent of the parties.
- 19.2 Any amendments to this agreement must be made in writing and signed by the appropriate representatives for each Party.
- 19.3 The parties agree that they will meet annually to discuss and review this Agreement and will use their best efforts to make any amendments to this Agreement agreed to by both Parties prior to March 1 preceding the school year in which the amendments are to take effect.

**20. Notice**

- 20.1 Any formal requests or notices to be made or sent under this Agreement shall be deemed to be sufficiently given or sent to the other Party by registered mail to the following addresses:

Cote First Nation  
Attention: Chief and Council  
PO Box 1659  
Kamsack, SK  
S0A 1S0

Good Spirit School Division No. 204  
Attention: Director of Education  
PO Box 5060  
Yorkton, SK  
S3N 3Z4

**21. Assignment and Inurement**

- 21.1 This Agreement shall be binding on the Parties, their heirs, executors, assigns and successors in office.
- 21.2 This Agreement may not be assigned by either Party without the prior written consent of the other Party.

**22. Headings**

- 22.1 The headings used in this Agreement are for convenience of reference only and shall not affect the interpretation or construction of this Agreement.

**23. Applicable law**

- 23.1 This Agreement shall be governed by and construed in accordance with the laws of the Province of Saskatchewan and Canada, as the case may be.

**24. Time of essence**

24.1 Time shall be of the essence of this Agreement.

**25. Interpretation**

25.1 Wherever the singular, plural, masculine, feminine or neuter is used throughout this Agreement the same shall be construed as meaning the singular, plural, masculine, feminine, neuter, body politic or body corporate where the fact or context so requires and the provisions hereof.

**26. Entire Agreement**

26.1 This Agreement constitutes the entire agreement between the parties and the parties acknowledge and agree that there are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this Agreement save as expressly set out in this Agreement.

**27. Severing**

27.1 If any term of this Agreement is found to be invalid, illegal, or unenforceable by a court or tribunal having jurisdiction to do so, that term is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that finding or by the severance of that term.

**28. Survival of Terms**

28.1 The Parties acknowledge and agree that the provisions of this Agreement which, by their context, are meant to survive the termination or of this Agreement shall survive the termination or of this Agreement.

**29. Copies of Agreement**

29.1 This Agreement may be simultaneously executed in counterparts, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument, which shall be sufficiently evidenced by any such original, facsimile, email or other electronic copy (.pdf) of the counterpart.

29.2 This Agreement may be executed electronically by the Parties' respective duly authorized representative(s).

**30. Non-Abrogation and non-Derogation of Aboriginal or Treaty Rights**

30.1 The Parties acknowledge and agree that the execution of this Agreement or any amendments made in relation thereto shall not be construed, interpreted or intended in any way so as to abrogate or derogate the Aboriginal or Treaty rights of Cote First Nation or its members.

**IN WITNESS WHEREOF** the duly authorized representatives of the Parties have executed this Agreement as of the date first above written.

SIGNED on behalf of Cote First Nation:

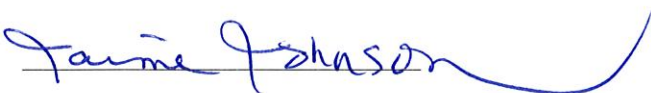


Chief George Cote

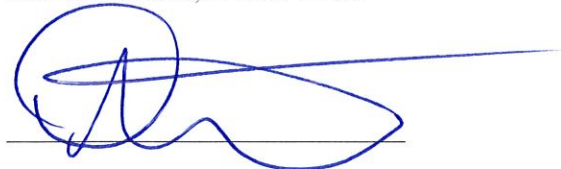


Delvina Whitehawk, Councillor

SIGNED on behalf of the Board of Education of the Good Spirit School Division No. 204 of Saskatchewan:



Jaime Johnson, Board Chair



Quintin Robertson, Director of Education

## Appendix "A"

### **1. Calculation of Annual Cost per Student and Reconciliation of Costs**

- 1.1 The Annual Cost per student shall be calculated in each school year in the following manner:
  - (a) using its budgeted figures for the start of the school year, Good Spirit School Division shall calculate its initial costs using the factors listed in section 16 of *The Education Regulations, 2015*; and
  - (b) the costs as calculated in accordance with subsection 6.1(a) shall be divided by the number of students enrolled in the Good Spirit School Division as of September 30<sup>th</sup> to arrive at the annual cost per student for that school year.
- 1.2 Good Spirit School Division shall provide to Cote First Nation on or before October 15<sup>th</sup> of each school year the following:
  - (a) a copy of Good Spirit School Division's budget for the current school year; and
  - (b) a written detailed calculation showing how the initial annual cost per student was calculated.
- 1.3 On or before December 31<sup>st</sup> of each school year, Good Spirit School Division shall:
  - (a) provide to Cote First Nation a written detailed calculation showing how the final annual cost per student figures are calculated and, where applicable, a statement indicating the amounts owed to Good Spirit School Division or overpaid to Good Spirit School Division based on the revised annual cost per Student for the previous school year.
- 1.4 Cote First Nation shall pay any amounts due and owing to Good Spirit School Division or Good Spirit School Division shall refund any amounts overpaid or deduct the same from any outstanding balance by February 28<sup>th</sup> of the school year.

### **2. Calculation of Fees for Special Education Programs**

- 2.1 Additional costs incurred for any specific students requiring special education programs shall be billed separately in addition to the per student costs.
- 2.2 In determining the fees payable for additional education services Good Spirit School Division shall take into account:
  - 2.2.1 The ISC "High Cost Special Education Guidelines";
  - 2.2.2 Targeted Behavior Program Funding as identified in Section B of ISC's "High Cost Special Education Guidelines" for students who have persistent problems, display inappropriate behaviours that interferes with education of self or others, or exhibit behaviours that differs from

current social cultural community or age - appropriate standards. Costs are in recognition of the school wide program plan for staffing, interventions, programming, resources and support monitoring and evaluation;

- 2.2.3 The Good Spirit School Division will provide annually the Targeted High Cost Special Education Report to Cote First Nation. This typically has been provided in May and identifies the level and types of services provided to students in these programs, including but not limited to Educational Assistants, Guidance/Counsellor/Social Worker, Occupational Therapy, Physical Therapy, Special Education Teacher, Indigenous Family Support worker, Indigenous student achievement coach, professional assessments, etc.

### **3. Calculation of Fees for Specific Programs and Services**

- 3.1 The Parties may agree and include any special or specific programs or services that would not be included in either the basic education services or fit as a special education program.
- 3.2 The Parties shall agree in writing on the costs for such services in advance of such specific programs being implemented.

### **4. Reciprocal Tuition**

- 4.1 In the event that there are Provincial Students attending schools operated and administered by Cote First Nation, the First Nation shall provide to Good Spirit School Division the name, student ID number, grade and address of Provincial Student(s) enrolled at September 30th no later than October 4th in order for Good Spirit School Division to apply for funding from the Ministry of Education.
- 4.2 Good Spirit School Division shall adjust their tuition invoice to the First Nation for the amount owed to the First Nation for Provincial Students attending the First Nation School. The amount owed to the First Nation shall be calculated as per Section 16 of The Education Regulations, 2019 (as amended from time to time) in accordance with the same procedures as referenced in section 5 and section 6 of this Agreement.

### **5. Schedule of Payments**

- 5.1 Good Spirit School Division shall invoice the First Nation for all fees and the First Nation shall pay the invoices received as set out in the following schedule:

<i>Billing Period</i>	<i>Student Count Date</i>	<i>Last Billing Date</i>	<i>Latest Payment Date</i>
September, October, November, December	September 30 <sup>th</sup>	October 15 <sup>th</sup>	December 1 <sup>st</sup>
January, February, March	January 31 <sup>st</sup>	February 15 <sup>th</sup>	April 1 <sup>st</sup>

April, May, June	April 30 <sup>th</sup>	May 15 <sup>th</sup>	July 1 <sup>st</sup>
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- 5.2 All amounts payable by the First Nation to Good Spirit School Division which remain unpaid sixty (60) days after the date an invoice is received may be subject to simple interest at the prime rate in effect at the chartered bank used by Good Spirit School Division. In cases where the billing is not issued by the billing date prescribed, the payment date shall be increased by the number of days for which the billing is late.
- 5.3 The payment of fees for education services to be paid by the First Nation under this Agreement shall be subject to Good Spirit School Division providing to the First Nation during each billing period, a statement showing by name and grade, each Band Student enrolled in schools operated under the jurisdiction of Good Spirit School Division for whom fees are being charged.

**Appendix "B"**

## Basic Education Services – General Statement of Intentions and Aspirations

Basic Expected Services	Detail	Expectation
<b>Tuition</b>	Students have access to basic needs as required, nutrition program, caring teachers and staff who respect them, and other needs as required.	Children and youth of the Cote First Nation receive supports required to ensure they are part of the overall <u>Provincial Ministry's Education Sector goals</u> , including: readiness for formal learning, strong early literacy foundations, and strong support to achieve and maintain literacy and numeracy achievement throughout their educational experience so that they are accomplished participants as Grade 12 graduates. There is evidence to show that the provincial school has set goals and expectations related to the provincial <u>FNMI Policy</u> , <u>TRC Recommendations</u> , <u>Treaty Education mandate</u> , and other policies of the Ministry, with regular monitoring of the students, allocation of resources to meet student needs, and evidence of engagement between the school and First Nation.
<b>Transportation</b>	Separate agreement	
<b>Representation - School Community Council</b>	Representation on School Community Council(s) by parents/caregivers.	Will require appropriate orientation and training. The Parties may move toward establishment of a separate Cote First Nation SCC with advocates to discuss concerns specific to the children of Cote First Nation.  School Community Council – when a name has been submitted to appropriate officials at GSSD, this will be forwarded to KCI/Victoria School Community Council.
<b>Pre-K</b>	To be determined	To be determined
<b>Special Education</b>	Students with special needs have timely and appropriate assessment, intervention and follow-up plans, with meaningful and respectful parent/caregiver involvement.	Students who present with special learning needs are appropriately referred for special needs supports, with additional consideration given to adapting parent/caregiver engagement for psychological assessment and follow-up. Necessary data and information will be collected and provided to the First Nation, as the case may be to potentially assist with application to ISC for additional funding, if required.
<b>Student Learning Achievement</b>	A plan for each child to progress on a positive learning experience with the supports they need to be successful, including enrichment and/or adaptation.	Regular reporting with data showing student learning progress. For example: <ul style="list-style-type: none"> <li>• Fountas &amp; Pinnell</li> </ul>

		<p>Co-construct the workplan including assessment tools, reporting cycles and templates.</p> <p>Good Spirit School Division will work on / intend to provide a report to Cote First Nation regarding attendance, credit completion, grade retention, math and reading scores, Ourschool data, enrollment, suspensions, and more ... TBD how many times per year this will be sent out, Chief and Council to receive this data.</p>
<b>High School Graduation</b>	Students are supported to achieve successful high school graduation with career counselling support, advocacy, and addressing learning gaps as needed.	All Cote First Nation high school students will receive supports as required. Additional resources may be required.
<b>Student Safety and Belonging</b>	Addressing issues of bullying, especially racist bullying, or racism, which has been an ongoing concern. Students have supports in place to manage bullying, mental health, social-emotion learning, life skills and counselling as needed.	<p>Staff are aware of the difference between bullying and racism and the Parties will learn more about the frequency and impacts of racism and develop strategies to address this through:</p> <ul style="list-style-type: none"> <li>• Transparent process co-constructed</li> <li>• Anti-racism PD</li> <li>• Additional resources as required</li> </ul>
<b>Culturally Appropriate, Relevant and Affirming Programming</b>	Students see themselves and their cultures positively reflected in their learning - culturally responsive, culturally affirming, Treaty Education (a mandate of the Province), TRC - with authentic engagement with community resources (Elders, Knowledge Keepers) to support such learning, specifically, Anishinaabe/Saulteaux culture, language, history and traditions.	Teachers are well prepared to work with Elders and local knowledge keepers, finding innovative ways to develop lessons to ensure children have many opportunities to learn about their culture in a positive way. May require additional resources to support effective learning, such as a focus on system wide training and implementation of Teaching Treaties in the Classroom and anti-racism education. Co-operation/facilitation regarding any land-based / culture camp learning initiatives that are organized or proposed by Cote First Nations or its partners.
<b>Community and Parent/Caregiver Engagement</b>	<p>Ensuring parents/caregivers are well informed of their child(ren)'s learning progress, and any concerns related to safety or special needs. May require innovative approaches, collaboration with the First Nation to reach some parents/caregivers.</p> <p>Meaningful family engagement will take place with GSSD staff and Cote First Nation families on the First Nation.</p>	<p>Collaboratively develop a plan and reporting process with Cote First Nation to increase and measure engagement.</p> <ul style="list-style-type: none"> <li>• Engagement nights will poll families for what they would like to know more about, will be friendly and informal, focusing on relationship building and will provide information such as what is happening in the school (educational and extracurricular) and will offer</li> </ul>



		<p>supports and services to students and their families</p> <ul style="list-style-type: none"> <li>We will explore how students from Chief Gabriel Cote Education Complex could participate in extra-curricular activities that are not available in their home school</li> </ul>
<b>Utilization of First Nation Resources</b>	<p>Teachers receive appropriate training and PD to influence change, in partnership with the students, their families, their First Nation and its partners. specific to provide culturally responsive education and working with local knowledge keepers to build awareness and understanding.</p> <p>The school will prioritize Elders and Knowledge Keepers from Cote First Nation and the local area to support professional development for staff, provide cultural supports when needed.</p> <p>Cote First Nation will make available an application document for parents/caregivers unable to pay school fees to GSSD, they will pay the school fees of those parents/caregivers in receipt of social assistance or who are otherwise found to be unable to provide payment.</p>	<p>Regular PD sessions with Cote First Nations' Elders and Knowledge Keepers.</p> <p>Hold regular sessions to establish an up-to-date list of existing Elders and Knowledge Keepers from the Cote First Nation and the surrounding area to hear how their work could be strengthened and what their priorities are.</p> <p>Share updates annually on the inclusion of Elders and Knowledge keepers, e.g. how often, who was utilized, what was the purpose, what was the outcome, goals for the coming year.</p>
<b>Smooth Transitions between systems</b>	<p>When families decide to move their child(ren) from one school to another, it causes disruption in learning.</p>	<p>Records to be moved as efficiently as possible. Develop a plan for the teachers who are releasing/receiving to meet virtually to make a smooth transition plan and share data. Track and report on student transitions annually.</p>
<b>Data Sharing Protocols</b>	<p>Using the principles of OCAP, regular reporting of student attendance, progress, incidents/outcomes.</p>	<p>As much as possible, reports to the First Nation will include enough detail to support their decision - making regarding the children attending the School Division's school.</p>
<b>Equal Opportunity Hiring</b>	<p>Hiring of Cote First Nation community members within the School Division, particularly within the schools the First Nation's students attend. Hiring of employees within the schools who are sensitive to Indigenous students' challenges.</p>	<p>Connecting with Cote First Nation leadership during hiring processes. Notification to Cote First Nation leadership (Chief and Council) regarding upcoming/ongoing employment opportunities within the School Division / schools Cote First Nation students attend.</p>

<b>Other Topics of Mutual Interest and Concern</b>	TBD	Good faith discussion and co-ordination will occur, as other topics of mutual interest and concern arise during the implementation and operation of this Agreement.
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