

**AGREEMENT RESPECTING EDUCATION AND THE ESTABLISHMENT OF A FIRST NATION
SCHOOL BOARD IN YUKON
(the "Agreement")**

This Agreement made at Whitehorse, Yukon

BETWEEN:

Carcross/Tagish First Nation, as represented by Haa Shaa du Hen Lynda Dickson;
Champagne and Aishihik First Nations, as represented by Chief Steve Smith;
First Nation of Na-Cho Nyäk Dun, as represented by Chief Simon Mervyn;
Selkirk First Nation, as represented by Chief Darrin Isaac;
Liard First Nation, as represented by Chief Stephen Charlie;
Ross River Dena Council, as represented by Chief Jack Caesar;
Ta'an Kwäch'än Council, as represented by Chief Kristina Kane;
Tr'ondëk Hwëch'in, as represent by Chief Roberta Joseph ;
Vuntut Gwitchin First Nation, as represented by Chief Dana Tizya-Tramm;

and

White River First Nation, as represented by Chief Angela Demit.
(collectively referred to as the "**First Nations**")

AND

Government of Yukon, as represented by the Minister of Education ("**GY**")
(collectively referred to as the "**Parties**")

WHEREAS:

- A. The Chiefs' Committee on Education was established by Council of Yukon First Nation Leadership Resolution No. 1096-18 to address priorities relating to primary and secondary education;
- B. The Parties seek to address long-standing concerns about unacceptable education outcomes for First Nation students and, in particular, to meet the unique needs of First Nation students, improve their education outcomes, and provide high quality and culturally appropriate education systems for them based on an Indigenous world view;
- C. The Auditor General of Canada issued a report in 2019 to the Yukon Legislative Assembly that, among other issues, found that the GY had not identified the underlying causes of long-standing gaps in student outcomes between First Nations and other Yukon citizens and the GY did not do enough to create a partnership with Yukon First

Nations that would allow it to develop and deliver education programs that reflect Yukon First Nations culture and languages and these findings were consistent with the Auditor General of Canada's earlier, *Public Schools and Advanced Education – Yukon* Department of Education (January 2009);

- D. The Parties seek to develop a relationship of partnership and collaboration, based on their government-to-government relationships, respecting education in the Yukon and, in particular, the education of First Nation students;
- E. The Parties recognize that one of the priorities established in the *Yukon First Nation Joint Education Action Plan 2014-2024: A Blueprint to Strengthen Our Roots and to Close the Education Gap*, to which they are all signatories, is to provide Yukon First Nations with opportunities to assume various levels of authority, control, and responsibility over the education of First Nation students;
- F. GY wishes to advance reconciliation with Yukon First Nations and their citizens through a renewed, government-to-government relationship based on recognition of rights, respect, cooperation and partnership as the foundation for transformative change;
- G. GY recognizes self-governing Yukon First Nations' law-making authority under their self-government agreements, including the power to enact laws in relation to the provision of education programs and services for their citizens who choose to participate, and the asserted right of Yukon First Nations that do not have self-government agreements to be involved in the management and administration of education programs and services relating to their citizens;
- H. The Yukon First Nations Education Directorate was established in accordance with Council of Yukon First Nations Leadership Resolution No. 1130-19 to support and advocate for all Yukon First Nations students;
- I. The CCOE has engaged GY in education-related discussions and, as a result, the Parties wish to enter an agreement pursuant to section 7 of the Act, for the purpose of establishing a First Nation school board in Yukon;
- J. The Parties seek to establish a collaborative, inclusive relationship in respect of a First Nation school board;
- K. The Parties further seek to develop effective means of engaging First Nation governments in decisions affecting the schools that serve their citizens, and in particular those schools that are operated by the First Nation school board, including the negotiation of agreements between the board and First Nations governments respecting the provision and/or joint provision of educational and other ancillary services;
- L. The Parties recognize that the establishment of a First Nation school board, that operates in accordance with the values of the Yukon First Nations and in a manner consistent with the *Education Act*, is an initial step for Yukon First Nation governments and citizens to be involved in the administration and management of education programs for First Nation students; and
- M. The Parties recognize the need to work with and obtain support from the Government of Canada with respect to the education of First Nation students in the Yukon;

NOW THEREFORE, the Parties agree as follows:

A. DEFINITIONS

1. In this Agreement:
 - a. "Act" means the *Education Act*, RSY 2002, c 61;
 - b. "attendance area" has the same meaning as in the Act;
 - c. "CCOE" means the Chiefs' Committee on Education established by way of Council of Yukon First Nations Leadership Resolution No. 1096-18;
 - d. "education area" has the same meaning as in the Act;
 - e. "First Nation Language" means
 - i. Gwitchin,
 - ii. Hän,
 - iii. Kaska,
 - iv. Northern Tutchone,
 - v. Southern Tutchone,
 - vi. Tagish,
 - vii. Tlingit, or
 - viii. Upper Tanana;
 - f. "residents" means the residents for whom an education area is established pursuant to section 62 of the Act;
 - g. "school board" has the same meaning as in the Act; and
 - h. "school council" has the same meaning as "council" in the Act.

B. ESTABLISHMENT OF THE BOARD

2. In accordance with clauses 5 and 6, the Parties will work together to establish a school board under the Act to provide educational programs and to operate and manage schools primarily for First Nation students in the Yukon (the "**Board**").
3. The Parties intend that:
 - a. The Board will be composed of 5 elected trustees;
 - b. The residents of the Board's education area will be those residents of the Yukon whose ancestral language is a First Nation Language;
 - c. The residents of the Board's education area will have the right to
 - i. enroll their children in a school assigned to the Board's education area; and
 - ii. if they are a Canadian citizen and have reached the age of 18 years,
 1. vote in the election of the trustees of the Board and
 2. be nominated to become trustees of the Board;
 - d. In addition to residents of the Board's education area, any Yukon student in a community that is served only by a school operated by the Board will have the right to be enrolled in that school and the parents of such a student will be eligible to participate in Board elections and be nominated to become a trustee in accordance with the Act.
4. For greater certainty, the Board will not be an institution of the GY and, except to the extent an agency relationship is created by a contract with the GY or by the Act, the Board will not be not an agent of the GY.

Initial Board Creation

5. If, in accordance with sections 72 and 73 of the Act, the Minister receives a request to convert an existing school council to the Board, the Minister will follow the process set out in the Act. A board established by this process for the primary benefit of First Nation students, will be the Board.
6. The education area for the Board will include the Yukon.

Authority and Responsibilities of the Board

7. The Board will have all of the authority and responsibilities of a school board under the Act, including the authority and responsibility to:
 - a. provide to every school-age person who resides in its education area an educational program consistent with the requirements of the Act and regulations;
 - b. permit a student who is 21 years of age or older to enrol in a school operated by the Board on those terms prescribed by the Board;
 - c. determine, for students enrolled in a school operated by the Board who are entitled to an Individualized Education Plan pursuant to the Act, how the educational program outlined in that Plan can be delivered in the least restrictive and most enabling environment considered practicable, in consultation with professional staff and parents and having due regard for the educational needs and rights of all students;
 - d. select for appointment a director of education who shall be the chief executive officer of the Board, and establish the terms and conditions of employment of the director;
 - e. prescribe the duties to be performed by the director, including those required by the Act;
 - f. appoint a secretary treasurer and arrange for the bonding of the secretary treasurer in an amount set by the Minister;
 - g. select staff, including principals and teachers, for hiring, dismissal, discipline, transfer, promotion and demotion subject to the Act and any applicable collective agreement;
 - h. designate school attendance counsellors to assist in the enforcement of the compulsory attendance provisions of the Act;
 - i. establish and maintain at schools operated by the Board educational programs for children who have not reached school age;
 - j. review, modify if necessary, and approve the school plan prepared by the school administration for each school operated by the Board;
 - k. provide educational programs, including locally developed courses of study, for its students;
 - l. review, modify if necessary, and approve rules for the school and procedures for the enforcement of those rules as developed by the school administration in consultation with school employees and after having requested input from students;
 - m. in respect of suspensions of students enrolled at a school operated by the Board,
 - i. reinstate the student,
 - ii. uphold the suspension,

- iii. place the student on a suspension that exceeds 10 school days and that ends at the end of the semester or school year, whichever occurs first, and
 - iv. inform the student and the parents of the student of the right of appeal under the Act;
- n. with the prior approval of the Minister, authorize the use of a textbook, instructional materials, apparatus or equipment in addition to those prescribed by the Minister for any course of study offered in a school operated by the Board;
- o. request that an education program or part of an education program offered at a school operated by the Board be provided in an aboriginal language;
- p. specify, for each school operated by the Board
 - i. the school opening date,
 - ii. the number and days of school operation,
 - iii. the length of the school day, and
 - iv. the number of minutes of classroom instruction in a school day;
- q. offer patriotic exercises to students in schools operated by the Board;
- r. establish policies for the administration, management and operation of the schools operated by the Board, including a student attendance policy;
- s. receive funds under the Act or agreed to under this Agreement, as approved by the Minister;
- t. maintain, repair, furnish and keep in good order the Board's real and personal property;
- u. provide suitable and necessary equipment and supplies for the schools it operates, including locally approved instructional materials;
- v. in consultation with the director, school administration and teachers, establish a procedure for resolving disputes between its schools, parents and teachers;
- w. ensure that its schools are conducted in accordance with the Act;
- x. evaluate in accordance with guidelines, standards and procedures established by the Minister at least every five years each of the schools operated by the Board and provide a copy of such evaluation to the Minister;
- y. keep a complete and accurate report of the Board's meetings and provide a copy to the Minister, within 30 days of each meeting;
- z. make any banking arrangements necessary for the carrying out of its duties and powers;
- aa. keep a complete and accurate record of financial transactions in a form prescribed by the Minister;
- bb. approve or cause to be approved for payment all accounts payable by the Board;
- cc. borrow money in accordance with the Act;
- dd. procure a corporate seal;
- ee. if requested by the parents, establish a parent advisory group for every school it operates and make rules for the election and operation of the groups;
- ff. prepare reports, provide information and perform any duties required under the Act, its regulations and guidelines, or by the Minister;

- gg. arrange for the examination and investigation of student progress, order among and discipline of students, the system of instruction, the mode of keeping school records and conditions of buildings and premises;
- hh. keep in force any policy or policies of insurance required by the Minister or, with the approval of the Minister, participate in alternative insurance schemes that insure the amounts and against the risks prescribed by the Minister;
- ii. develop and maintain policies for the purchase of goods and services and for undertaking capital works;
- jj. prepare and submit annual operation and maintenance budgets;
- kk. consider any advice provided to it by the school administration and staff of each school in its education area or by any parent advisory group established by it;
- ll. advise the Minister respecting school closures and transportation services;
- mm. establish committees and specify powers and duties for the committees;
- nn. purchase or rent school premises or staff residences;
- oo. direct the director to evaluate a teacher, principal or other staff member and provide a report to the School Board on the evaluation;
- pp. direct a principal to evaluate a teacher and provide a report to the School Board on the evaluation;
- qq. acquire real and personal property;
- rr. provide for professional development of teachers;
- ss. approve field trips of more than one day's duration;
- tt. approve the allocation of school days for extra-curricular activities;
- uu. reallocate funds within the annual operation and maintenance budget whenever necessary due to unforeseen circumstances;
- vv. retain budgetary surpluses from its operations from year to year;
- ww. enter into agreements with a Yukon First Nation for the provision or the joint provision of educational services and other ancillary services;
- xx. make agreements with municipalities or other government agencies for the joint use of recreation, school and community facilities when there is a transfer of a school to the Board; and
- yy. with the approval of the Minister, make agreements with a government body, a Yukon First Nation or another school board relating to the provision of educational and other ancillary services, including transportation and the operation of school residences; and
- zz. appoint an auditor to audit the financial transactions and accounts of the Board each year before the annual meeting of the Board.

C. COLLABORATION IN BOARD OVERSIGHT

Purpose

8. The Parties recognize that the Board is not an institution of GY, the First Nations or the CCOE and that, under the Act, the Minister of Education has certain oversight authority over school boards in Yukon.

9. By way of this section, GY and the First Nations seek to establish a collaborative relationship with respect to the exercise of the Minister's oversight authority over the Board.
10. The Parties recognize that the Minister may also collaborate with any Yukon First Nation that is not a party to this agreement in the exercise of the Minister's oversight authority over the Board, where the exercise of that authority affects that First Nation.

Provision of Information by the Minister to the CCOE First Nations

11. Subject to the provisions of the *Access to Information and Protection of Privacy Act* (Yukon) or the *Health Information and Privacy Management Act* (Yukon), GY will ensure that the CCOE is provided with:
 - a. a copy of an evaluation of any of the Board's schools provided by the Board to the Minister;
 - b. a copy of the annual report provided by the Board to the Minister,
 - c. a copy of the auditor's report provided by the Board to the Minister; and
 - d. copies of records of the Board's meetings provided by the Board to the Minister.

Joint Decision Making Between the Minister and the CCOE First Nations

12. In accordance with clauses 17 to 22, GY will collaborate with the CCOE and will make best efforts to reach consensus with them, prior to the exercise by the Minister of any of the following authorities in relation to the Board:
 - a. closing a school operated by the Board;
 - b. delegating in writing any of the Minister's powers, duties or functions under the Act to the Board;
 - c. approving locally developed courses of study to be used in educational programs for school(s) operated by the Board;
 - d. adding or taking land from the Board's education area;
 - e. dividing the Board's education area into two or more education areas;
 - f. combining the Board's education area with another education area;
 - g. voluntarily dissolving the Board's education area;
 - h. approving the use of textbooks, instructional materials, apparatus or equipment that are in addition to those prescribed by the Minister for use in all schools, for any course of study for school(s) operated by the Board;
 - i. authorizing an educational program or part of an educational program provided in an aboriginal language at a school operated by the Board;
 - j. appointing, on the recommendation of the Board, a person to fill a vacancy on the Board where that vacancy occurs during the six-month period immediately preceding the next general election for the Board;
 - k. imposing requirements for the Board to prepare reports, provide information, or perform additional duties, beyond those required by the Act;
 - l. issuing policies and guidelines respecting the terms and procedures for school evaluations of schools operated by the Board;
 - m. approving any agreement entered into by the Board with any Yukon First Nation relating to the provision or joint provision of educational and other

- ancillary services, including transportation and the operation of school residences;
- n. issuing any policies or guidelines under ss. 118 (2) of the Act for the joint provision or operation of educational and other ancillary services by the Board, including a policy for the establishment of community-based committees for communities in which there is a school that is operated by the Board;
 - o. approving the sale, lease, or other disposition of real property or any interest in it by the Board;
 - p. approving the sale, lease, or other disposition of any personal property with more than \$5,000 in interest in it by the Board;
 - q. approving the borrowing of money by the Board in accordance with the provisions of the Act; and
 - r. making capital grants to the Board in accordance with the provisions of the Act.
13. Prior to completing an agreement for guaranteed representation on the Board with any Yukon First Nation under section 68 of the Act, GY will collaborate with the CCOE in accordance with clauses 17 to 22 of this Agreement.
14. Prior to appointing a person to evaluate the operation of the Board under section 199 of the Act, GY will notify the CCOE and will consider any candidates for appointment that they advance within a reasonable time.
15. Prior to appointing an advisor under section 200 of the Act, GY will seek the CCOE's views about the scope and duration of the appointment and will consider any candidates for appointment that they advance within a reasonable time.
16. Prior to appointing a trustee under section 201 of the Act, GY will notify the CCOE and will consider any candidates for appointment that they advance within a reasonable time.

Process for Collaboration

17. GY officials will provide the CCOE officials with advance notice of the Minister's intention to exercise any of the Minister's authorities listed in clauses 12 to 16.
18. GY's notice will include notice of the matter requiring the Minister to exercise authority, any action that the Minister proposes to take on the matter, and an offer to arrange a meeting with the CCOE officials within two weeks of the notice.
19. Upon receipt of the notice, the CCOE officials will promptly advise GY officials whether they would like to participate in the offered meeting in order to share their views about the matter.
20. At the meeting, GY officials and the CCOE officials will make best efforts to reach consensus on how the matter should be addressed and, if successful, the agreed to approach will be recommended to the Minister. If the Minister varies or does not accept the recommendation made by GY officials and the CCOE officials, the Minister will provide written reasons for their decision.
21. Regardless of whether GY officials and the CCOE officials arrange a meeting, the CCOE may provide the Minister with its written views on the Minister's proposed action within two weeks of receipt of the notice under clause 17.

- a. If the Minister is not subject to a legislated time limit and the two week period includes holidays and office closures, the Parties will extend the period to accommodate these considerations, as practicable.
22. The Minister will consider any views provided by the CCOE, prior to making a decision to exercise discretion in any matter listed in clauses 12 to 16 and will notify the CCOE of the decision taken, with written reasons that include a description of how the CCOE's views were considered in coming to the decision.

Negotiations with the Board

23. At the request of the Board, GY will enter into negotiations with the Board respecting the delegation of the following authorities of the Minister:
- a. approve locally developed courses of study to be used in educational programs for schools operated by the Board;
 - b. approve the use of textbooks, instructional materials, apparatus or equipment that are in addition to those prescribed by the Minister for use in all schools, for any course of study for schools operated by the Board; and
 - c. authorize an educational program or part of an educational program provided in an aboriginal language at a school operated by the Board.
24. At the request of the Board, GY will enter into discussions with the Board to clarify operational matters related to schools operated by the Board, including discussions related to:
- a. construction of a Yukon First Nation school(s) and/or designation of an existing school on an interim or long-term arrangement;
 - b. admissions to Board schools;
 - c. roles and responsibilities in respect of student transportation;
 - d. role and responsibilities of the director of the Board, beyond the duties set out in the Act;
 - e. management of the Board's facilities;
 - f. human resources management; and
 - g. involvement of the Board in the Yukon Teachers' Association bargaining.
25. For greater certainty, the Parties recognize that:
- a. the Board has the authority to select for appointment a director of education of the Board;
 - b. the director of education of the Board must possess a valid and subsisting teaching certificate issued in accordance with the *Teacher Certification Regulations* (O.I.C. 1993/46) ('the regulations'); and
 - c. for the purposes the Act's requirement that the director of education of the Board must possess a valid and subsisting teaching certificate issued in accordance with the regulations, a certificate described in section 4 of the *Teacher Certification Regulations*, OIC 1993/46 constitutes such a certificate, including a 'professional' or a 'cultural' certificate.

D. GENERAL PROVISIONS

Funding

26. Prior to deducting excess sums of money from the Board's annual operations and maintenance budget under section 176 of the Act, GY and CCOE will discuss the relevant expenditure.
27. Once the Board has been established, GY will seek to enter into negotiations with the Board with a view to developing a funding formula to inform the annual operations and maintenance budget prepared by the Board and reviewed by the Minister in accordance with section 174 of the Act.
28. With the consent of the Board, GY will invite the CCOE to observe the negotiations in clause 27.

Regional Education Agreement

29. GY recognizes that the CCOE intends to engage with Indigenous Services Canada ("ISC") to negotiate a regional education agreement for the provision of multi-year base funding and identify the education goals and priorities of the CCOE.
30. The CCOE will provide updates to the GY with respect to these negotiations from time to time and, as appropriate, seek their views.
31. The CCOE will ensure that the regional education agreement does not conflict with this Agreement.
32. The CCOE will seek the views of GY about any provisions of the regional education agreement that may impact this Agreement.

Evaluation and Review

33. The Parties agree to undertake a comprehensive evaluation of this Agreement, which may include a review of the operation of the Board, the management and administration of its school(s), and the outcomes of the students served by those schools, no sooner than the third anniversary of the signing of the Agreement, unless otherwise agreed by the Parties.

Topics for Future Discussion

34. Subject to clause 37, following the completion of the evaluation described in clause 33, the CCOE may provide notice of its interest in entering negotiations about options for greater control, authority, and responsibility over education for Yukon First Nations.
35. Upon receipt of the notice in clause 34, GY will enter into negotiations with the First Nations, the scope of which will be determined by the Parties as part of those negotiations.

Implementation of Board

36. The Parties will work together to establish the Board as soon as possible following the signing of this Agreement.

Jurisdiction Not Affected

37. For greater certainty, nothing in this Agreement will be construed:
- So as to limit or otherwise affect any authority or jurisdiction of any Yukon First Nation or the GY;
 - So as to define, affect, limit or create Aboriginal rights or treaty rights;
 - So as to disrupt, delay, obstruct or frustrate the negotiation of individual Education Agreements, pursuant to section 17 of the Self-Government Agreements, between GY and a Yukon First Nation; or
 - to be an agreement or treaty within the meaning of section 35 of the *Constitution Act, 1982*.
38. Despite anything in this Agreement, if there is a conflict between this Agreement and any of the provisions of the Act, the provisions of the Act shall prevail.

Notice

39. For the purposes of carrying out certain obligations under this Agreement, on the effective date of this Agreement, the First Nations will ensure that GY is notified of which chiefs are currently appointed to the CCOE.
40. The First Nations will advise GY of any change in the representatives appointed to the CCOE as soon as practicable.
- For greater certainty, GY will not be responsible for contacting new CCOE representatives in accordance with this Agreement if it has not been advised of the change in representatives.
41. Any notice or other communication required to be given under this Agreement shall be in writing and may be delivered personally, sent by email or by regular mail to the addresses below.

If to the CCOE:

Chair of CCOE-Chief Dana Tizya-Tramm
Box 94
Old Crow, YT Y0B 1N0
Tel: 867 966 3621
Email: dtizyatramm@vgfn.net

If to the CCOE officials:

Melanie Bennett- YFNED Executive Director & CCOE Technician
300-204 Black Street
Whitehorse, YT, Y1A 2M9
Tel: 867 332 6182
Email: melanie.bennett@yfned.ca

If to the First Nations:

Carcross/Tagish First Nation:
Haa Shaa du Hen Lynda Dickson

Box 130
Carcross, YT Y0B 1B0
Tel: 867 821 4251 Ext 8209
Email: Lynda.dickson@ctfn.ca

Champagne & Aishihik First Nations:
Chief Steve Smith
Haines Junction, YT Y0B 1L0
Tel: 867 634 4200 Ext 239
Email: ssmith@cafn.ca

First Nation of Nacho Nyak Dun:
Chief Simon Mervyn
Box 220
Mayo, YT Y0B 1M0
Tel: 867 996 2265 Ext 208
Email: chief@nndfn.com

Selkirk First Nation:
Chief Darrin Isaac
Box 40
Pelly Crossing, YT Y0B 1P0
Tel: 867 537 3902 Ext 101
Email: chief@selkirk.com

Liard First Nation:
Chief Stephen Charlie
Box 328
Watson Lake, YT Y0B 1C0
Tel : 867 536 7901
Email : chief@liardfirstnation.ca

Ross River Dena Council:
Chief Jack Caesar
Box 169
Ross River, YT Y0B 1S0
Tel: 867 969 2277
Email: chiefcaesar@gmail.com

Ta'an Kwäch'än Council:
Chief Kristina Kane
117 Industrial Road
Whitehorse, YT Y1A 2T8

Tel: 867 668 3613 Ext 101
Email: kkane@taan.ca

Tr'ondëk Hwëch'in:
Chief Roberta Joseph
Box 599
Dawson City, YT Y0B 1G0
Tel: 867 993 7100 Ext 100
Email: chief.roberta.joseph@trondek.ca

Vuntut Gwitchin First Nation:
Chief Tizya-Tramm
Box 94
Old Crow, YT Y0B 1N0
Tel: 867 966 3621
Email: dtizyatramm@vgfn.net

White River First Nation:
Chief Angela Demit
Box 2
Beaver Creek, YT Y0B 1A0
Tel: 867 862 7802
Email: chief@whiteriverfirstnation.com

And if to the Government of Yukon:

Assistant Deputy Minister, Policy and Partnerships
1000 Lewes Boulevard,
Whitehorse, YT Y1A 3H9
Tel: (867) 456-6787
Email: kelli.taylor@yukon.ca

42. A Party may change its delivery address by providing notice to all other Parties.

Amendment

43. This Agreement may be amended from time to time in writing by agreement of all of the Parties.

Duration and Parties to the Agreement

44. This Agreement will take effect on the date it is signed by the last of the Parties listed below.

45. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall together constitute one and the same document.
46. This Agreement may be electronically delivered by one Party to the other, provided that an originally executed version is delivered to the other Parties in due course.
47. A Yukon First Nation which is not among the Parties listed below may become a party to this Agreement, with the consent of the Parties at that time, by executing and delivering to each of the Parties a form of acceptance of this Agreement similar to that set out in Schedule A, which acceptance shall bind that Yukon First Nation to this Agreement on all the same terms and conditions, as of the date of that acceptance.
48. For the purposes of clause 47, the First Nations delegate their authority to execute an acceptance to the Chair of the CCOE, so long as the acceptance is in a form similar to that set out in Schedule A and does not otherwise alter the terms of this Agreement.

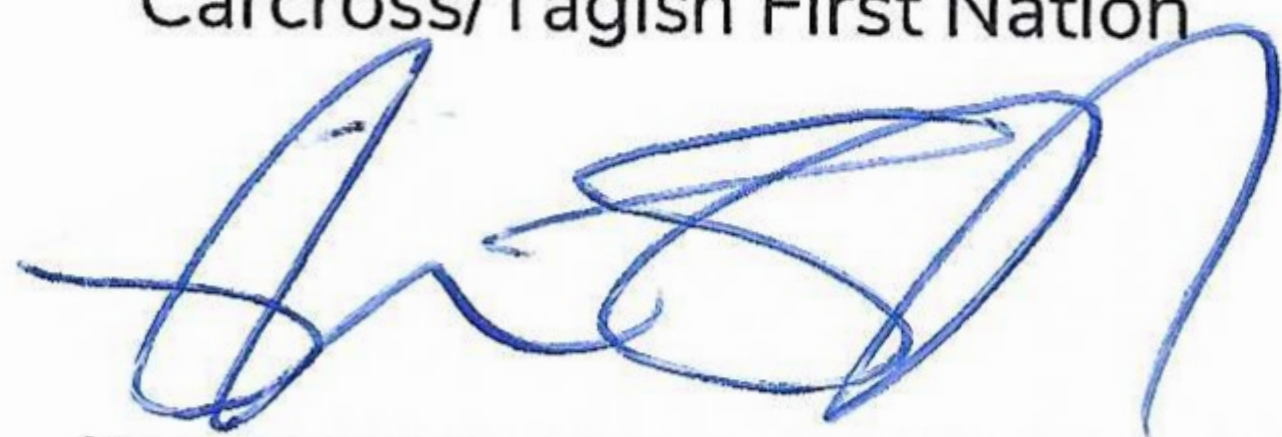
Termination

49. This Agreement may be terminated:
- By written agreement of the Parties; or
 - In respect of any one Party, by that Party giving 60 days advance written notice of termination to all other Parties at that time.

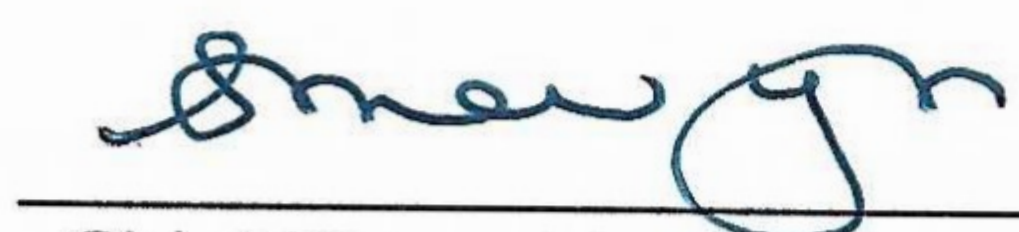
Signed on behalf of the Parties by their duly authorized representatives, respectively, on the dates indicated below:


Haa Shaa du Hen Lynda Dickson
Carcross/Tagish First Nation

March 24, 2021
Date


Chief Steve Smith
Champagne and Aishihik First Nations

April 16/21
Date


Chief Simon Mervyn
First Nation of Na-Cho Nyäk Dun

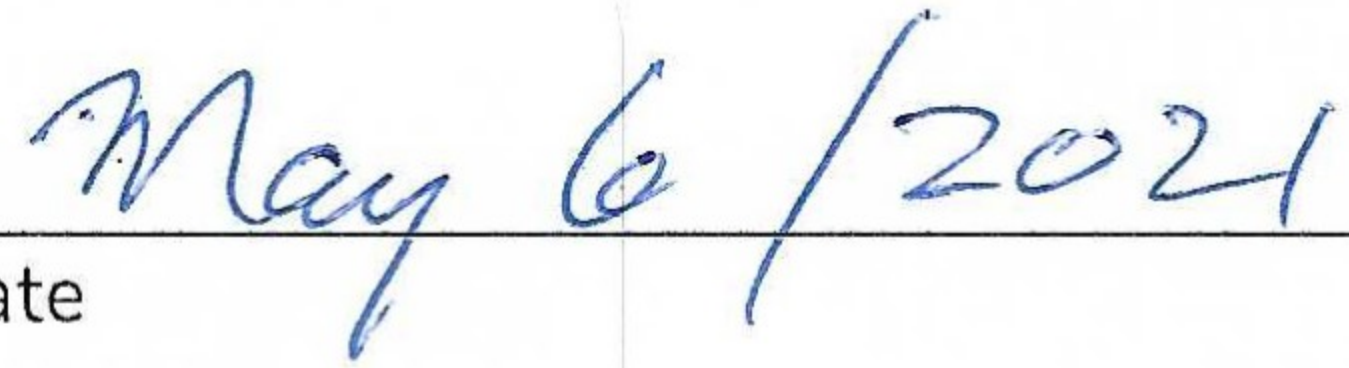
March 18, 2021
Date


Chief Darrin Isaac
Selkirk First Nation

May 11, 2021
Date



Chief Stephen Charlie
Liard First Nation



Date



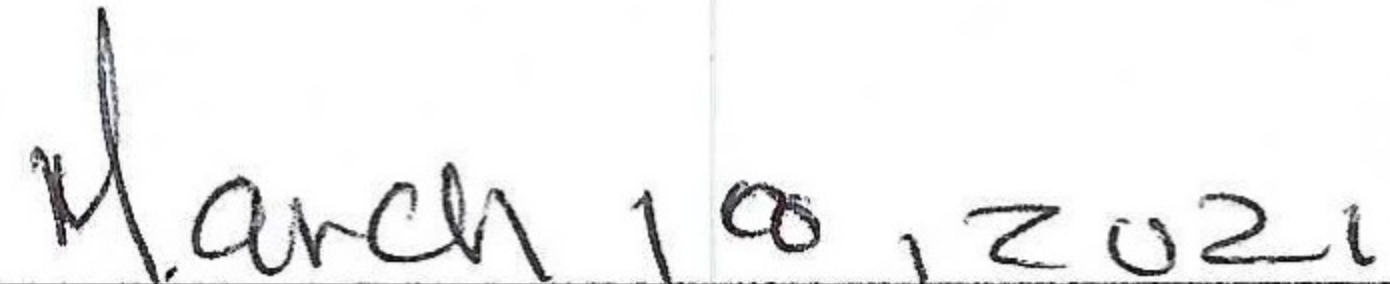
Chief Jack Caesar
Ross River Dena Council



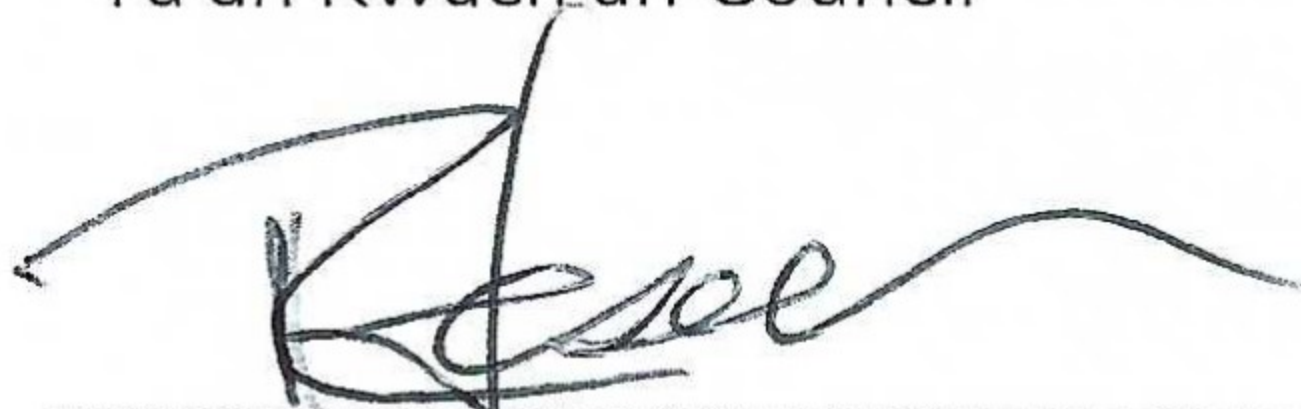
Date



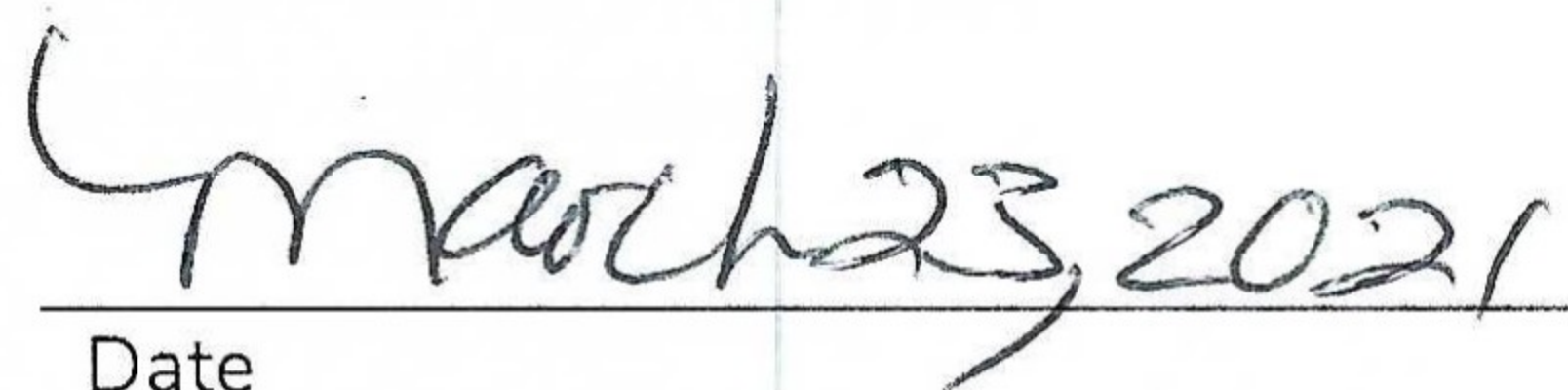
Chief Kristina Kane
Ta'an Kwäch'än Council



Date



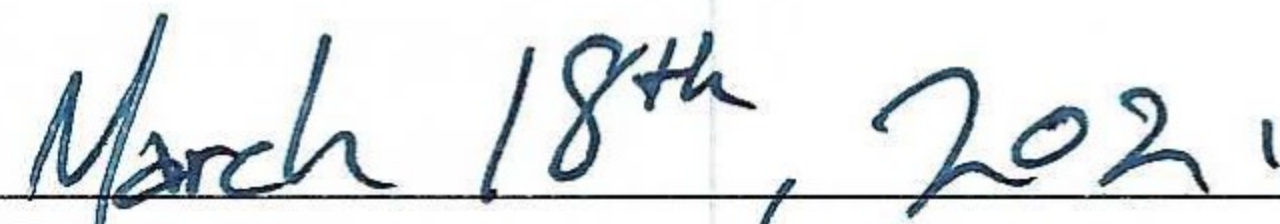
Chief Roberta Joseph
Tr'ondëk Hwëch'in



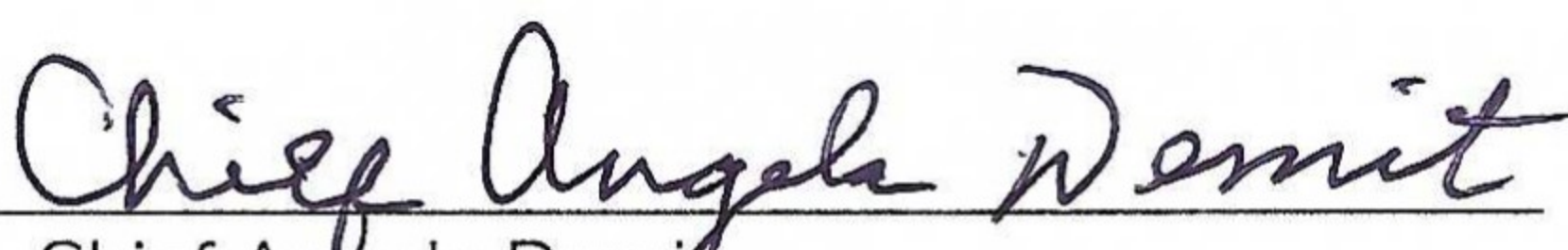
Date



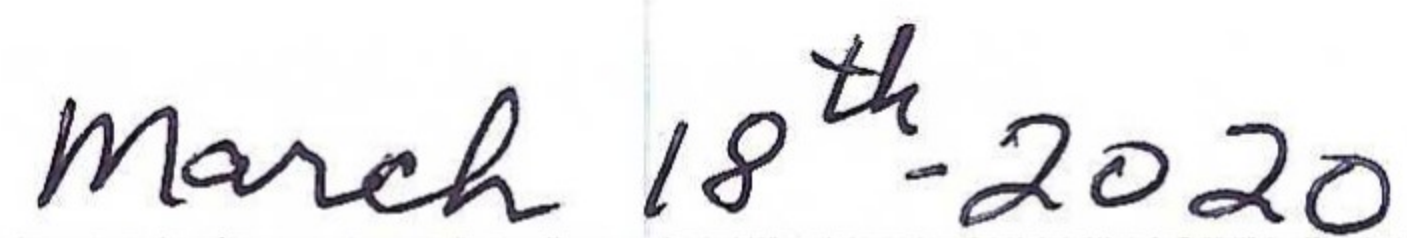
Chief Dana Tizya-Tramm
Vuntut Gwitchin First Nation



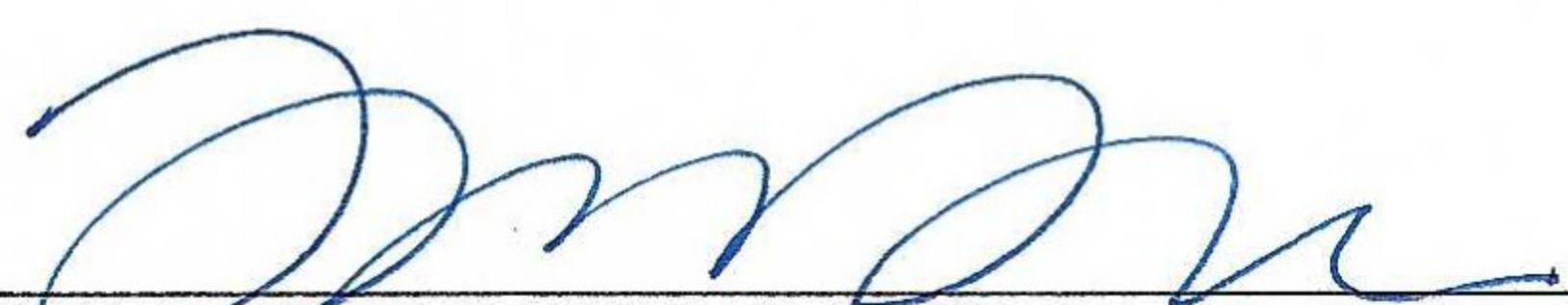
Date



Chief Angela Demit
White River First Nation



Date



Tracy-Anne McPhee
Minister of Education
Government of Yukon



Date

Schedule A

ADHESION TO AN AGREEMENT RESPECTING EDUCATION AND THE ESTABLISHMENT OF A FIRST NATION SCHOOL BOARD IN YUKON (‘Agreement’)

This Adhesion Agreement made at Whitehorse, Yukon

BETWEEN:

[ADHERING FIRST NATION], as represented by X

AND

Carcross/Tagish First Nation, as represented by the Haa Shaa du Hen
Champagne and Aishihik First Nations, as represented by the Chief
First Nation of Na-Cho Nyäk Dun, as represented by the Chief
Selkirk First Nation, as represented by the Chief
Liard First Nation, as represented by the Chief
Ross River Dena Council, as represented by the Chief
Ta’an Kwäch’än Council, as represented by the Chief
Tr’ondëk Hwëch’in, as represented by the Chief
Vuntut Gwitchin First Nation, as represented by the Chief
White River First Nation, as represented by the Chief
(collectively referred to as the ‘First Nations’)

AND

Government of Yukon, as represented by the Minister of Education (‘GY’)

(collectively referred to as the “the Parties to the Adhesion Agreement”)

WHEREAS:

- A. GY and the First Nations entered into an Agreement Respecting Education and the Establishment of a First Nation School Board in Yukon (the “School Board Agreement”) on _____, which came into effect on _____;
- B. [ADHERING FIRST NATION] desires to become a Party to the School Board Agreement;

NOW THEREFORE, the Parties to the Adhesion Agreement agree as follows:

- 1. The School Board Agreement which is attached to and forms part of this Adhesion Agreement will be binding on [ADHERING FIRST NATION], in the same manner as all other parties to the School Board Agreement, as of the effective date of the last signature on this Adhesion Agreement.

2. Notices for [ADHERING FIRST NATION] will be delivered to :
XXX

3. This Adhesion Agreement may be executed in as many counterparts as are necessary and, when a counterpart has been executed by each of the Parties to the Adhesion Agreement, all counterparts together shall constitute one agreement.

Signed on behalf of the Parties to the Adhesion Agreement by their duly authorized representatives, respectively, on the dates indicated below:

X
[ADHERING FIRST NATION]

Date

Chair of the Chiefs Committee on
Education
On behalf of the First Nations

Date

Minister of Education
On behalf of Government of Yukon

Date