

VOL. NO. - VOL. NO. 3	FILE NUMBER - NO. DE DOSSIER 487/25-11
TO - A July 1973	SUBJECT - SUJET KEMORA DISTRICT R.C.S.S. BOARD
FROM - DE November 1972	

DEPARTMENT OF INDIAN AFFAIRS AND NORTHERN DEVELOPMENT
MINISTÈRE DES AFFAIRES INDIENNES ET DU NORD CANADIEN

REFERRED TO DESTINATAIRE	PURPOSE - OBJET	DATE	INITIAL INITIALES	P.A. DATE DATE DE RANGEMENT	S.F. DATE DATE DE RAPPEL	INITIAL INITIALES	REGISTRY INSPECTION EXAMEN DU SERVICE DES ARCHIVES
C	C8131 DEC 15 72		JS	5/12/72		Cam	
C	C8248 DEC 17 72		JS	Dec 8		Cam	
C	C8249 DEC 18 72		JS	Dec 8		Cam	
C	C8290 DEC 11 72		JS	24/1/72		Cam	
C	C8528 DEC 21 72		JS	12/2/72		Cam	
C	C8849 JAN 11 73		JS	24/2/73		Cam	
C	10500 MAR 25 73		JS	24/2/73		Cam	
C	11137 APR 20 73		JS	14/5/73		Cam	
C	11315 MAY 13 73		JS	4/5/73		Cam	
C	11558 MAY 14 73		JS	4/5/73		Cam	
C	11847 MAY 30 73		JS	1/6/73		Cam	
C	12553 JUN 23 73		JS	7 to other files		Cam	
C	12553 JUN 23 73		JS	30/1/72		Cam	
C	12757 JUL 11 73		JS	12/7/73		Cam	
C	12806 JUL 12 73		JS	2/7/73		Cam	
C	13431 AUG 12 73		JS	27/8/73		Cam	
C	13435 AUG 22 73		JS	27/8/73		Cam	

CLOSED
July 1973

BF FOR 8/1996



MR. C. L. POIRIER, CHAIRMAN
SISTER M. TWOMEY, B.A., SUPERVISING PRINCIPAL
MR. J. G. McMILLAN, BUSINESS ADMINISTRATOR AND
SECRETARY-TREASURER

THE KENORA DISTRICT R.C.
SEPARATE SCHOOL BOARD

TEL. 468-9851 — 200 FIRST STREET NORTH — KENORA, ONTARIO

July 9, 1973

12767 JUL 11 73

Mr. G.A. Mullin,
District Superintendent of Education,
Kenora/Fort Frances District,
Department of Indian Affairs and
Northern Development,
100 Fourth Avenue South,
Kenora, Ontario.

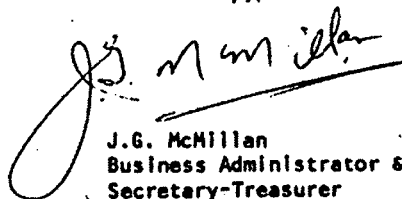
Dear Mr. Mullin:

AGREEMENT NO. 576
SEWAGE TREATMENT FACILITY
AT FATHER MOSS SCHOOL

We have received the signed copy of the above agreement. Clause 3 says that the Board shall accept up to 184 pupils in the school. You will recall from our discussions with Mr. Roudine that we agreed to leave the 184 pupil figure in the agreement for the purpose of calculating your Department's share of the cost, but that there would be an addendum to the contract obligating the Board to educate 115 Indian pupils at Father Moss School. Would you please have the promised addendum drawn for signature.

Thank you.

Yours truly,


J.G. McMillan
Business Administrator &
Secretary-Treasurer

JGM/gm

125-11 (KDRSSR)

100 - 4th Ave.S.
Kenora, Ontario
June 26, 1973

Chief Andy White, Whitefish Bay
Chief Fred Kelly, Sebaskong Band
Chief Sam Copenace, Northwest Angle 37
Chief Leslie Sandy, Northwest Angle 33

Dear Chief:

-- Attached please find the following two items.

1. Your Bands copy of the agreement regarding the sewage system project at Father Moss School.
2. A copy of the minutes of the second meeting of "The Chiefs' Education Planning Committee" for Father Moss.

Yours very truly,

ORIGINAL SIGNED BY
G. A. MULLIN

G. A. Mullin
District Supt. of Education
Kenora-Ft. Frances District

Encl.

100 - 4th Ave. S.
Kenora, Ontario
June 26, 1973

Mr. Jack McMillan
Bus. Admin. & Sec/Treas.
Kenora District R.C. Separate School Bd.
200 First Street North
Kenora, Ontario

487/25-11 (K.D.R.C.S.S.B.) (E)

Dear Jack,

- Attached please find the Board's copy of agreement No. 576 between Her Majesty and the Board regarding the wage system for Father Moss School.

As soon as a copy of the contract for construction is provided our office will forward same requesting the initial payment.

Yours very truly,

ORIGINAL SIGNED BY
G. A. MULLIN

G.A. Mullin
District Superintendent of Education
Kenora - Fort Frances District

24 April 1973

Father Moss Separate School
P.O. Box 127
Sioux Narrows, Ont.
POX 1N0

re: Father Moss Separate School Health Scene.

To Whom It May Concern:

Enclosed you will find a list of pupils from Father Moss Separate School who possess either head lice (pediculosis), possibly scabies, abcessed ears, a rash, warts, or sores covering parts of their body.

As principal teacher of this school, I am most concerned with the physical condition of many of my pupils. It is quite difficult teaching these students when they are suffering from these health problems. At the same time I am aware that my role as educator does not compel me to become too involved in the mechanics of health in as they exist on the domestic scene. However, since I am deeply interested in the education aspect of the 216 pupils, I have gone to the effort of checking into this situation more thoroughly than I believe my role compels.

On April 18, 1973, Mrs. Carol Morris, Mr. Francis Kavanaugh and I, entered every classroom. Mrs. Carol Morris attempted to locate the medical problems of the pupils, while Mr. Francis Kavanaugh jotted down her comments. I was present in order that I might be aware of all proceedings.

On April 24, 1973 Mrs. Carol Morris again checked the concerned pupils. I also was present in order that I might be aware of all proceedings.

s.19(1)

Page 8

<u>Family</u>	<u>Location</u>	<u>Grade</u>	<u>Condition on:</u>		
			<u>April 18/73</u>	<u>April 24/73</u>	<u>Apr. 25</u>
[REDACTED]	Sioux Narrows				
	"	5	Head lice	Head lice	
	"	3	" "	" "	
[REDACTED]	"	1	" "	" "	
	"				
	"				
[REDACTED]	"				
	"	5	Sores (possibly scabies). We're not certain.		Transferred children to Public School
	"	3	"		
[REDACTED]	Nestor Falls				
	"	4	Eczema		
	"				

.....

Conclusion:

These aforementioned facts strongly suggest that Father Moss School have better access to a nurse than presently exists. I am most pleased with the interest that Mrs. Gloria Meckley, Public Health Nurse, Northwestern Health Unit, has shown as she visits our school every Friday morning; however, I hope that the above named pupils will clarify my wish for a nurse who could spend much more time than her schedule permits.

She (this nurse) would almost have to be available for a certain number of hours every week and equally important have the necessary medical supplies required for the performance of her duties, (if she performed any duties beyond an assessment role).

Our school, as it exists as of this writing, fails to present the necessary health room and supplies required for such a desired nurse. Her understanding of this situation would facilitate her daily duties.

... 9

Page 9

It is the duty of a school principal to

"refuse admission to the school of any pupil who he believes is infested with or exposed to communicable diseases ... until furnished with a certificate of a medical officer of health or of a duly qualified medical practitioner ..."

As principal of Father Moss Separate School, I have sent a form (enclosed) home with every pupil who I believed to have been infested with head lice.

Yours truly,

C. Morris

Mr. C. Morris
Principal

CM/ms

Kenora, June 1, 1973

A/Assistant Regional Director
Education, Ontario

487/25-11-179

487/25-11(E)

Joint School Agreement No. 576
Father Moss School

- Attached are five copies of Memorandum of Agreement between our Department and Kenora Separate School Board received May 30, 1973, which have been signed by the Chiefs of the four Bands involved and the Board.

All copies are hereby returned so you may forward promptly to Ottawa for final approval.

ORIGINAL SIGNED BY
G. A. MULLIN

G.A. Mullin
Dist. Superintendent of Education
Kenora-Ft. Frances District

attachments



487/25-11-179 (E21)
May 7th, 1973

LOCATION: Kenora, Ontario

TO: Assistant Deputy Minister
(Indian and Eskimo Affairs)

PROPOSAL: To enter into an agreement with the Kenora Separate
School Board to provide sewerage disposal system in
the Father Moss School.

The enrolment will be 184 Indian pupils in a total
school capacity of 200.

COST: The estimated cost of the sewerage system is \$80,000.00
and this Department's share would be $184/200 \times 80,000.00$
or \$73,600.00.

EXPOSITION: The present sewerage disposal system has broken down
completely and no longer can be used, and the school
will be closed effective September 1st, 1973, if the
Board cannot meet required standards. In the meantime
sewerage is being tanked away from the school on a
daily basis.

The concurrence of the Bands is indicated by the
attached copies of Band Council Resolutions a)
North West Angle #33 Band Council Resolution #67,
dated April 30, 1973; Band Council Resolution (Sabaskong
Band), dated January 28th, 1972, plus letter dated
April 27th, 1973; Band Council Resolution #51 (The
Northwest Angle Band #37,) dated December 13th, 1972;
Band Council Resolution #101 (Whitefish Bay Band);
dated April 27th, 1973.

CHARGEABLE TO: Parliamentary Vote 10, Department of Indian Affairs
and Northern Development, Education Branch.

AUTHORITY: Treasury Board Minute 601776, dated March 9th, 1963.

May 14, 1973.
Date

R. W. Simpson
.....
Director, Education Branch

APPROVED:

MAY 16 1973
.....
Date

ORIGINAL SIGNED BY
J. CIACCIA

.....
Assistant Deputy Minister
(Indian and Eskimo Affairs)

AMENDMENT #276

MEMORANDUM OF AGREEMENT made this 23rd DAY OF May 1973.

BETWEEN:

HER MAJESTY THE QUEEN in right
of Canada hereinafter called
'Her Majesty'

OF THE FIRST PART

AND

KENORA SEPERATE SCHOOL BOARD, in the
Province of Ontario, hereinafter
called 'the Board'

OF THE SECOND PART

WHEREAS the Board has agreed to provide the accommodation described in this Agreement, which accommodation is necessary for the education of Indian children and to accept Indian children for enrolment in the Father Moss School;

WHEREAS the Board estimates the cost of providing that accommodation will be \$80,000.00 including construction and equipment.

NOW THIS AGREEMENT WITNESSES that, in consideration of the covenants and agreements hereinafter contained, the parties covenant and agree that:

1. In this Agreement

- (a) 'Minister' means the Minister of Indian Affairs and Northern Development,
- (b) 'present accommodation' means the school as it exists at the time this Agreement is executed,
- (c) 'New Accommodation' means school facilities, including equipment, not in existence at the time this agreement is executed, and
- (d) 'School' means the Father Moss School.

2. The Board shall admit to the School up to the total number of Indian children mentioned in section 3 and provide the following new accommodation; namely, a sewerage disposal system, construction to be commenced on or before the 15th day of June, 1973, and the Board to furnish the Minister with a copy of the construction contract as soon as it has been executed.

. . . 2

- 2 -

3. The Board shall accept up to 184 Indian pupils in the school in each school year during which this Agreement remains in force and shall provide each such pupil with the educational services suited to his needs.
4. Her Majesty shall pay to the Board \$ N/A in respect of the acceptance by the Board of Indian children into the present accommodation, this figure arrived at by taking the figure of \$ N/A as the total cost of the construction of the present accommodation less N/A % depreciation for each of the N/A years since that accommodation was built, multiplied by N/A / N/A, N/A being the maximum number of Indian children whom the parties agree the Board shall be required to accept into the present accommodation, and N/A being that maximum number added to the maximum number of non-Indian children whom the parties anticipate will be accepted into the present accommodation, and the lesser of \$73,600.00 or 184/200ths of the actual cost to the Board of the new accommodation mentioned in section 2.
5. Her Majesty shall, on the execution of this Agreement, pay to the Board the sum of \$ N/A which She is required by section 4 to pay for the acceptance of Indian children into the present accommodation and shall pay to the Board the amount which She is required by section 4 to pay towards the cost of the new accommodation as follows:
 - (a) thirty per cent upon receipt by the Minister of a copy of the construction contract referred to in section 2,
 - (b) thirty per cent upon receipt by the Minister, in a form satisfactory to him, of written proof of payment by the Board of fifty per cent of the total contract price of the new construction referred to in section 2,
 - (c) thirty per cent upon receipt by the Minister of a certificate in a form satisfactory to him of the completion of the construction referred to in section 2, and
 - (d) the balance upon receipt by the Minister of an audited statement in a form satisfactory to him of the total cost of that new accommodation.
6. Either party may terminate this Agreement at the end of any school year by giving written notice of termination to the other party at least twelve months before the date of termination.

. . . 3

- 3 -

7. If the Board gives notice of termination pursuant to section 6 the Board shall within three months after it has given that notice repay to the Minister an amount equal to the payment made to the Board by the Minister under section 4 reduced by one-twenty-fifth ($1/25$) of that amount for each full year that this Agreement will have been in force at the time that notice of termination is given.
8. The Minister may
- (a) postpone the date by which the Board is required by section 7 to make the repayment mentioned in that section.
 - (b) allow the Board to make that repayment in installments, or
 - (c) both postpone that date and allow repayment in installments.
 - (d) enter into negotiations with the Board regarding alternative arrangements for compensation satisfactory to the Minister.

IN WITNESSES WHEREOF the Minister of Indian Affairs and Northern Development has hereunto set his hand and seal on behalf of Her Majesty in right of Canada and the Board has executed this Agreement by the hands and seals of its proper officers duly authorized in that behalf.

SIGNED, SEALED AND DELIVERED)
in the presence of)

HER MAJESTY THE QUEEN in right of
Canada

Minister of Indian Affairs and
Northern Development

Board

I have read the above Agreement and understand the nature of the project. On behalf of the Indian people concerned with this school program we concur with the arrangements in this contract and the participation of the Department of Indian Affairs and Northern Development in this Joint School Agreement.

Chief
Title

Schubert
Band

Spence
Signature

- 4 -

Chief
Title

W. L. Fish Bay
Band

[Signature]
Signature

Chief
Title

North West Angle #37
Band

[Signature]
Signature

Chief
Title

N.W. Angle #33
Band

[Signature]
Signature

516
487/25-11-179 (E21)
May 7th, 1973

LOCATION: Kenora, Ontario

TO: Assistant Deputy Minister
(Indian and Eskimo Affairs)

PROPOSAL: To enter into an agreement with the Kenora Separate
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or \$73,600.00.

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Board cannot meet required standards. In the meantime
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The concurrence of the Bands is indicated by the
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Band Council Resolution #101 (Whitefish Bay Band);
dated April 27th, 1973.

CHARGEABLE TO: Parliamentary Vote 10, Department of Indian Affairs
and Northern Development, Education Branch.

AUTHORITY: Treasury Board Minute 601776, dated March 9th, 1963.

May 14, 1973.
.....
Date

L. W. Simpson
.....
Director, Education Branch

APPROVED:

MAY 16 1973
.....
Date

ORIGINAL SIGNED BY
J. CIACCIA

.....
Assistant Deputy Minister
(Indian and Eskimo Affairs)



Indian and
Northern Affairs

Affaires indiennes
et du Nord

11846⁷ MAY 30 73

District Supervisor
Kenora District

Toronto, Ontario M4T 2P8
May 28, 1973

Your file Votre référence

Attn: District Superintendent
of Education

Our file Notre référence 487/25-11-179 (E6)

Joint School Agreement No. 576
Father Moss School

- Attached are five copies of Memorandum of Agreement between the Department and Kenora Separate School Board in the Province of Ontario, covering the Department's capital contributions of \$73,600 towards the above-named school.

Would you forward this agreement to the Board for their approval and signature, and obtain the signature of the representative for the Indian people.

Please return all copies to regional office promptly when they have been duly signed and executed.

M. Rehaluk
A/Assistant Regional
Director (Education)

Attachments

Enrollment

FATHER MASS SCHOOL

1972-73

NORTHWEST ANGLE 33

BAND NO.	STUDENT	GRADE	PARENT
----------	---------	-------	--------

#

2

#

Kgr

#

1

#

4

#

3

#

4

#

4

#

2

#

Lgr

#

1

#

1

#

2

#

6

#

4

#

7

#

7

NORTHWEST ANGLE 37

#

1

#

2

#

5

#

7

#

7

#

1

#

3

#

5

#

5

Alphonse

s.19(1)

100 - 4th Avenue S.
Kenora, Ontario
May 7, 1973

487/23-16(Kenora R.C.
School)(E)

Dear

This is to confirm that a meeting is being arranged for Friday, May 11th at 10:00 a.m. in the Indian Affairs office, Kenora.

A representative from Mr. Ciacci's office, and our Regional office in Toronto, have indicated they will be in attendance to discuss Father Moss School.

Yours truly,



G.A. Mullin
Dist. Superintendent
of Education
Kenora-Ft. Frances District

P. McGillicray
Educational Development
Dept. of Indian Affairs & N. Devlop.
Education Branch
Centennial Towers, 400 Laurier

DEPARTMENT OF INDIAN AFFAIRS AND NORTHERN DEVELOPMENT
MINISTÈRE DES AFFAIRES INDIENNES ET DU NORD CANADIEN

Reference - Référence

447/73-16 (KORCSED)

Subject - Objet

Trator Moss School

MESSAGE # 447/73-16 (KORCSED)
OTTAWA, 4, October

Further to previous correspondence on matter
dealing with Trator Moss Joint School
Agreement and continuation of sewage treatment
facilities as outlined previously.
Enclosed Copy of Band Council Resolution No. 67
North West Angle 33 Band

Date

30/09/73

Signature

M. J. [Signature] For C. McGillicray

CC - Mr. R. Shaluk
A. H. Bay, Director
(Education)

INSTRUCTIONS

Sender: FORWARD MESSAGE ON PARTS 1 & 3.

Replier: REPLY ON PART 3.

NOTE: USE WINDOW ENVELOPE (AND 100 IF NECESSARY).

Expéditeur: EXPÉDIER LE MESSAGE SUR LES COPIES 1 et 3.

Destinataire: RÉPONDRE SUR LA COPIE 3.

NOTA: UTILISER UNE ENVELOPPE À FENÊTRE (AND 100 AU BESOIN).

REPLY - RÉPONSE

(3) Letter re-affirming ^{previous} Band Council
Resolution in support of Joint School Agreement
Saskatoon Band

Please inform us immediately of any
deferrals in these B.C. Mts.
(2 B.C. Mts - Whitefish Bay and North West Angle 33 Band)
(2 B.C. Mts - Whitefish Bay and North West Angle 33 Band)

Date

Signature

AND 10-25 (10-25) 10-25-21 10-25-21

11220 APR 30 1973



SABASKONG BAND COUNCIL

P.O. Box 205

Nestor Falls

Ontario

April 27, 1973.

Mr. Gordon Mullin,
Superintendent of Education,
Kenora District Indian Affairs Office,
Kenora, Ontario.

Dear Gordon:

This is to re-confirm the attached Band Council Resolution dated January 28, 1972. There would be an addition however to cover the present problem of the sewage system.

A revised BCR signed by the new Band Council will be forwarded to your office within a week.

It is my hope that the Band Councils involved will convene at the earliest possible date to discuss the general future of Father Moss School.

Sincerely,

A handwritten signature in dark ink, appearing to read "Fred Kelly". The signature is fluid and cursive.

Fred Kelly, Chief,

FK/as

**BAND COUNCIL RESOLUTION
RÉSOLUTION DE CONSEIL DE BANDE**

Chronological No. - Numéro consécutif

H.Q. Reference - N° de réf. du h. pr.

NOTE: The words "From our Band Funds" must appear in all resolutions requesting expenditures from Band Funds.
NOTA: Les mots "des fonds de notre bande" doivent paraître dans toutes les résolutions portant sur des dépenses à même les fonds de bande

THE COUNCIL OF THE LE CONSEIL DE LA BANDE INDIENNE	SABASKONG BAND	Capital balance Solde de capital	\$
AGENCY AGENCE	FORT FRANCES	Committed - Engagé	\$
PROVINCE	ONTARIO	Revenue balance Solde de revenu	\$
PLACE NOM DE L'ENDROIT	SABASKONG	Committed - Engagé	\$
DATE 28 JANUARY MONTH - MOIS	AD 19 72 YEAR - ANNÉE		

DO HEREBY RESOLVE:
DECIDE, PAR LES PRESENTES:

THAT THE CHIEF AND BAND COUNCIL ON BEHALF OF THE BAND MEMBERSHIP
AGREE THAT THE DEPARTMENT OF INDIAN AFFAIRS AND NORTHERN DEVELOPMENT
PROCEEDED TO NEGOTIATE A JOINT SCHOOL AGREEMENT TO PROVIDE CAPITAL
FUNDS FOR AN ADDITION TO FATHER MOSS SCHOOL, SIOUX NARROWS,
ONTARIO, SO THAT FUTURE ACCOMODATION FOR OUR ELEMENTARY SCHOOL
CHILDREN WILL BE ASSURED.

(Councillor - conseiller) *John Keely* (Chief - Chef)
(Councillor - conseiller) *John Copeland* (Councillor - conseiller)
(Councillor - conseiller)
(Councillor - conseiller)
(Councillor - conseiller)
(Councillor - conseiller)
(Councillor - conseiller)
(Councillor - conseiller)

FOR HEADQUARTERS USE ONLY - RÉSERVÉ AU BUREAU PRINCIPAL

1. TRUST ACCT COMPTES DE FIDUCIE	2. CURRENT BALANCES - SOLDES COURANTS A. Capital \$	B. Revenue - Revenu \$	3. Expenditure Dépenses \$	4. Authority - Autorité Indian Act Sec Art. de la Loi sur les Indiens	5. Source of Funds Source des fonds <input type="checkbox"/> Capital <input type="checkbox"/> Revenue
6. Recommended - Recommandé					
Date			Date		
Authorized Officer - Fonctionnaire autorisé			Assistant Deputy Minister - Sous-ministre adjoint		

**BAND COUNCIL RESOLUTION
RÉSOLUTION DE CONSEIL DE BANDE**

Chronological No. - Numéro consécutif 67
H.Q. Reference - N° de réf. du b. p.

487125-11 R.C. School

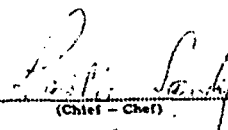
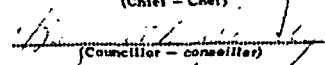
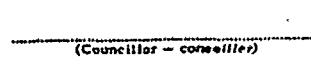
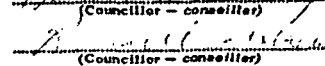
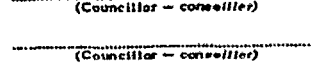
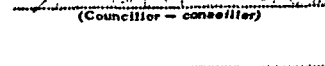
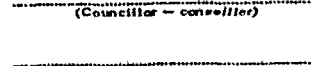
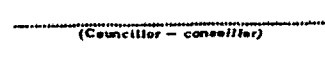
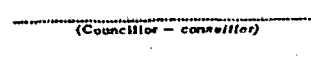
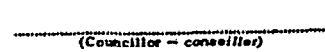
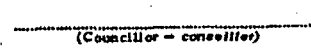
NOTE: The words "From our Band Funds" must appear in all resolutions requesting expenditures from Band Funds.
NOTA: Les mots "des fonds de notre bande" doivent paraître dans toutes les résolutions portant sur des dépenses à même les fonds des bandes.

THE COUNCIL OF THE LE CONSEIL DE LA BANDE INDIENNE	Northwest Angle Band #33	Capital balance Solde de capital	\$ _____
AGENCY AGENCE	Kenora District	Committed - Engagé	\$ _____
PROVINCE	Ontario	Revenue balance Solde de revenu	\$ _____
PLACE NOM DE L'ENDROIT	Northwest Angle Reserve	Committed - Engagé	\$ _____
DATE	<u>30</u> <u>4</u> AD 19 <u>73</u> DAY - JOUR MONTH - MOIS YEAR - ANNEE		

DO HEREBY RESOLVE:

DÉCIDE, PAR LES PRÉSENTES:

That the Chief and Council of Northwest Angle Band #33, on behalf of the Band member ship, are in agreement that the Department of Indian Affairs and Northern Development negotiate a joint school agreement to provide capital funds for an addition to Father Ross School, Sioux Narrows, Ont. and provide emergency funds for repairs and construction for the sewage system for the school immediately.

 (Chief - Chef)		
 (Councillor - conseiller)	 (Councillor - conseiller)	
 (Councillor - conseiller)	 (Councillor - conseiller)	
 (Councillor - conseiller)	 (Councillor - conseiller)	
 (Councillor - conseiller)	 (Councillor - conseiller)	
 (Councillor - conseiller)	 (Councillor - conseiller)	

FOR HEADQUARTERS USE ONLY - RÉSERVÉ AU BUREAU PRINCIPAL				
1. TRUST ACCT COMPTE DE FIDUCIE	2. CURRENT BALANCES - SOLDES COURANTS		3. Expenditure Dépenses	4. Authority - Autorité Indian Act Sec Art. de la Loi sur les Indiens
	A. Capital	B. Revenue - Revenu		
	\$ _____	\$ _____		5. Source of Funds Source des fonds <input type="checkbox"/> Capital <input type="checkbox"/> Revenu
6. Recommended - Recommandé				
Date _____ Authorized Officer - Fonctionnaire autorisé			Date _____ Assistant Deputy Minister - Sous-ministre adjoint	

ROUND TRIP MEMORANDUM
GOVERNMENT OF CANADA



NOTE DE SERVICE ALLER RETOUR
GOUVERNEMENT DU CANADA

Return to: **DEPT Supt of Education,**
Renvoyez à: **JORA**

File No. (originator) - Dossier n° (source)
487/23-16 (KDRCS Bd)

Fold Plier - 3
From: **P. Mc GILLIVRAY,**
De: **EDUCATIONAL DEVELOPMENT,
DEPT. OF INDIAN AFFAIRS & N. DEV.,
EDUCATION BRANCH,
CENTENNIAL TOWERS, 400 LAURIER AVE. W.
Subject - Sujet: **OTTAWA 4, Ontario****

File No. (addressee) - Dossier n° (destinataire)

copy. M. Rehaluk

**BCR's To SUPPORT D.I.A & N.D. CAPITAL SHARING IN NEW SEWAGE SYSTEM ONLY
FATHER MOSS SCHOOL, SIOUX NARROWS.**

**Attached please find available B.C.R.'s obtained May 27, 1973
51 North West Angle # 37 BEND**

Chief S. Copenace supported his BCR dated December 13, 1972 with insertion of "sewage system" which he initialed into BCR this date 27/4/73. He attended meeting at Whitefish Bay with their council and DIAND staff.

101 Whitefish Bay

This is a revised BCR from the one submitted by the Band December 21, 1971. Unfortunately an extremely delicate situation arose re - head lice ^{sewage} and sewage at the same time.

Reply - Réponse

The new BCR was requested. After a lengthy meeting this date they asked for further time to study the addition so they can pursue the addition, reserve schooling possibilities or the chances of obtaining Father Moss School. In any event they want the sewage system built and realized the Board must proceed within the week. A meeting is planned to discuss the addition.

Sabaskong: The requirement of a BCR has been discussed with Chief Fred Kelly. He anticipated a letter supporting the sewage system could be included here but he did not return with it in time. He advised of his immediate action on a BCR.

ROUND TRIP MEMORANDUM
GOVERNMENT OF CANADA



NOTE DE SERVICE ALLER RETOUR
GOUVERNEMENT DU CANADA

P. 2

Return to []
Renvoyez à []
From De []
Subject - Sujet []

File No. (originator) - Dossier n° (source)
487/23-16
File No. (addressee) - Dossier n° (destinataire)

Fold Plier - 3

NWA 33

This Band has promised the BCR on the three occasions they have been contacted. A staff member plans to discuss it at their office again on Monday. Repeated phone calls today failed to raise anyone at their office. They have indicated they will support the other Bands because Whitefish Bay and Sebaskong represent over 90% of the Indian students.

Fold Plier - 2

The School Board will seek a bank loan on the sewage system as soon as our department agrees to share in writing.

Reply - Réponse

Signature

G. McMillin

Date

27/4/73

Fold Plier - 1

Signature

Date

**BAND COUNCIL RESOLUTION
RÉSOLUTION DE CONSEIL DE BANDE**

Chronological No. - Numéro consécutif
51
H.Q. Reference - N° de r.él. du b. pr.

1487/2571 R.C. - SCHOOL

NOTE: The words "From our Band Funds" must appear in all resolutions requesting expenditures from Band Funds.
NOTA: Les mots "des fonds de notre bande" doivent paraître dans toutes les résolutions portant sur des dépenses à même les fonds des bandes

THE COUNCIL OF THE North West Angle Band #37 LE CONSEIL DE LA BANDE INDIENNE		Capital balance Solde de capital	\$
AGENCY AGENCE	Kenora	Committed - Engagé	\$
PROVINCE	Ontario	Revenue balance Solde de revenu	\$
PLACE NOM DE L'ENDROIT	Sioux Narrows Post Office, Ontario.	Committed - Engagé	\$
DATE	13 December AD 19 72 DAY - JOUR MONTH - MOIS YEAR - ANNÉE		

DO HEREBY RESOLVE:
DÉCIDE, PAR LES PRÉSENTES:

That the Chief and Council of North West Angle Band #37, on behalf of the Band membership, are in agreement that the Department of Indian Affairs and Northern Development negotiate a joint school agreement to provide capital funds for an addition to Father Moss School, Sioux Narrows, Ontario, so future accommodation for our elementary school children will be assured. In addition to classrooms, a health room, ^{Swage System} library, showers, staffroom, principal and secretary office, larger kitchen and playground improvements.

<i>Allen Coppena</i> (Chief - Chef)		
<i>Charles Dase</i> (Councillor - conseiller)	<i>Charles Dase</i> (Councillor - conseiller)	<i>Charles Dase</i> (Councillor - conseiller)
<i>Charles Dase</i> (Councillor - conseiller)	<i>Charles Dase</i> (Councillor - conseiller)	<i>Charles Dase</i> (Councillor - conseiller)
<i>Charles Dase</i> (Councillor - conseiller)	<i>Charles Dase</i> (Councillor - conseiller)	<i>Charles Dase</i> (Councillor - conseiller)
<i>Charles Dase</i> (Councillor - conseiller)	<i>Charles Dase</i> (Councillor - conseiller)	<i>Charles Dase</i> (Councillor - conseiller)

FOR HEADQUARTERS USE ONLY - RÉSERVÉ AU BUREAU PRINCIPAL				
1. TRUST ACCT COMPTE DE FIDUCIE	2. CURRENT BALANCES - SOLDES COURANTS		3. Expenditure Dépenses	4. Authority - Autorité Indian Act Sec Art. de la Loi sur les Indiens
	A. Capital	B. Revenue - Revenu		
\$	\$	\$		5. Source of Funds Source des fonds <input type="checkbox"/> Capital <input type="checkbox"/> Revenu
6. Recommended - Reconnu				
Date Authorized Officer - Fonctionnaire autorisé			Date Assistant Deputy Minister - Sous-ministre adjoint	

#2



**BAND COUNCIL RESOLUTION
RÉSOLUTION DE CONSEIL DE BANDE**

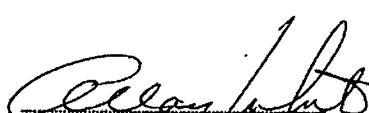

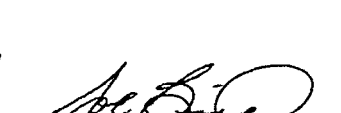
Chronological No. - Numéro consécutif
101
H.Q. Reference - N° de réf. du b. pr.

NOTE: The words "From our Band Funds" must appear in all resolutions requesting expenditures from Band Funds.
NOTA: Les mots "des fonds de notre bande" doivent paraître dans toutes les résolutions portant sur des dépenses à même les fonds des bandes

THE COUNCIL OF THE LE CONSEIL DE LA BANDE INDIENNE	WHITEFISH BAY BAND	Capital balance Solde de capital	\$
AGENCY AGENCE	KENORA	Committed - Engagé	\$
PROVINCE	ONTARIO	Revenue balance Solde de revenu	\$
PLACE NOM DE L'ENDROIT	WHITEFISH BAY, ONTARIO	Committed - Engagé	\$
DATE	27 APRIL AD 19 73 DAY - JOUR MONTH - MOIS YEAR - ANNEE		

DO HEREBY RESOLVE:
DECIDE, PAR LES PRÉSENTES:

That the Chief and Council of Whitefish Bay, on behalf of the Band membership, are in full agreement that the Department of Indian Affairs and Northern Development negotiate a joint school agreement to provide capital funds for new sewage system at Father Moss School, Sioux Narrows, Ontario. In addition, we wish it understood that this is necessary so our children will have a school to attend this September but this does not commit our Band to future additions to the Father Moss School in the event we wish to negotiate future purchase of Father Moss School or seek some educational facilities on the reserve.

 (Councillor - conseiller)	 (Chief - Chef)	 (Councillor - conseiller)
..... (Councillor - conseiller)	..... (Councillor - conseiller)	..... (Councillor - conseiller)
..... (Councillor - conseiller)	..... (Councillor - conseiller)	..... (Councillor - conseiller)
..... (Councillor - conseiller)	..... (Councillor - conseiller)	..... (Councillor - conseiller)

FOR HEADQUARTERS USE ONLY - RÉSERVÉ AU BUREAU PRINCIPAL				
1. TRUST ACCT COMPTE DE FIDUCIE	2. CURRENT BALANCES - SOLDES COURANTS		3. Expenditure Dépenses	4. Authority - Autorité Indian Act Sec Art. de la Loi sur les Indiens
	A. Capital	B. Revenue - Revenu		
\$	\$	\$		5. Source of Funds Source des fonds <input type="checkbox"/> Capital <input type="checkbox"/> Revenue
6. Recommended - Recommandé				
Date			Date	
Authorized Officer - Fonctionnaire autorisé			Assistant Deputy Minister - Sous-ministre adjoint	

**BAND COUNCIL RESOLUTION
RÉSOLUTION DE CONSEIL DE BANDE**

Chronological No. - Numéro consécutif

101

H.Q. Reference - N° de réf. du b. pr.

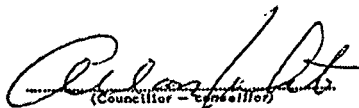
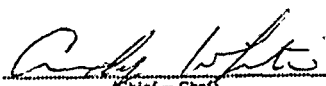
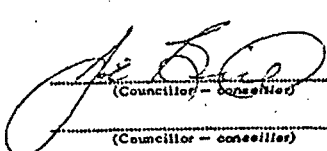
457/25-11 R-2.C.

NOTE: The words "From our Band Funds" must appear in all resolutions requesting expenditures from Band Funds.
NOTA: Les mots "des fonds de notre bande" doivent paraître dans toutes les résolutions portant sur des dépenses à même les fonds des bandes

THE COUNCIL OF THE LE CONSEIL DE LA BANDE INDIENNE	WHITEFISH BAY BAND	Capital balance Solde de capital	\$
AGENCY AGENCE	KENORA	Committed - Engagé	\$
PROVINCE	ONTARIO	Revenue balance Solde de revenu	\$
PLACE NOM DE L'ENDROIT	WHITEFISH BAY, ONTARIO	Committed - Engagé	\$
DATE	27 APRIL AD 19 73 DAY - JOUR MONTH - MOIS YEAR - ANNÉE		

DO HEREBY RESOLVE:
DECIDE, PAR LES PRÉSENTES:

That the Chief and Council of Whitefish Bay, on behalf of the Band membership, are in full agreement that the Department of Indian Affairs and Northern Development negotiate a joint school agreement to provide capital funds for new sewage system at Father Moss School, Sioux Narrows, Ontario. In addition, we wish it understood that this is necessary so our children will have a school to attend this September but this does not commit our Band to future additions to the Father Moss School in the event we wish to negotiate future purchase of Father Moss School or seek some educational facilities on the reserve.

 (Councillor - conseiller)	 (Chief - Chef)	 (Councillor - conseiller)
_____ (Councillor - conseiller)	_____ (Councillor - conseiller)	_____ (Councillor - conseiller)
_____ (Councillor - conseiller)	_____ (Councillor - conseiller)	_____ (Councillor - conseiller)
_____ (Councillor - conseiller)	_____ (Councillor - conseiller)	_____ (Councillor - conseiller)

FOR HEADQUARTERS USE ONLY - RÉSERVÉ AU BUREAU PRINCIPAL				
1. TRUST ACCT COMPTE DE FIDUCIE	2. CURRENT BALANCES - SOLDES COURANTS		3. Expenditure Dépenses	4. Authority - Autorité Indian Act Sec Art. de la Loi sur les Indiens
	A. Capital	B. Revenue - Revenu		
	\$	\$		5. Source of Funds Source des fonds <input type="checkbox"/> Capital <input type="checkbox"/> Revenue
6. Recommended - Recommandé				
Date			Date Assistant Deputy Minister - Sous-ministre adjoint	
Authorized Officer - Fonctionnaire autorisé				

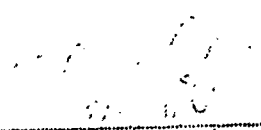
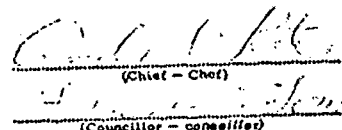
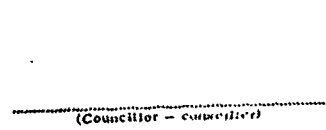
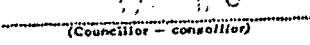
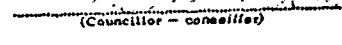
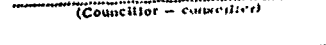
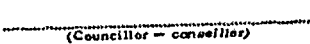
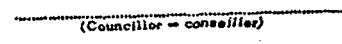
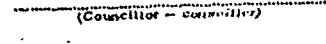

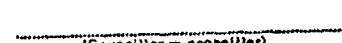
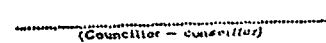
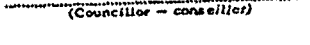

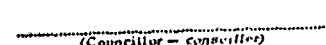
LAND COUNCIL RESOLUTION
RÉSOLUTION DE CONSEIL DE BANDE

NOTE: The words "From our band funds" must appear in all resolutions requesting expenditures from band funds.
NOTA: Les mots "des fonds de notre bande" doivent paraître dans toutes les résolutions portant sur des dépenses à même les fonds des bandes.

THE COUNCIL OF THE LE CONSEIL DE LA BANDE INDIENNE	Whitefish Bay Band	Capital balance Solde de capital	\$
AGENCY AGENCE	Kenora	Committed - Engagé	\$
PROVINCE	Ontario	Revenue balance Solde de revenu	\$
PLACE NOM DE L'ENDROIT	Paritak P.O., Ontario	Committed - Engagé	\$
DATE	21 DECEMBER AD 19 71 DAY - JOUR MONTH - MOIS YEAR - ANNÉE		

DO HEREBY RESOLVE:
DÉCIDE, PAR LES PRÉSENTES:

That the Chief and Council of Whitefish Bay Band, on behalf of the band membership, are in full agreement that the Department of Indian Affairs and Northern Development negotiate a joint school agreement to provide capital funds for an addition to Father Moss School, Sioux Narrows, Ontario, so future accommodation for our elementary school children will be assured. In addition to classrooms; a health room, pre-kindergarten, library, showers, staffroom, principal and secretary office, larger kitchen and playground improvements.

 (Chief - Chef)	 (Councillor - conseiller)	 (Councillor - conseiller)
 (Councillor - conseiller)	 (Councillor - conseiller)	 (Councillor - conseiller)
 (Councillor - conseiller)	 (Councillor - conseiller)	 (Councillor - conseiller)
 (Councillor - conseiller)	 (Councillor - conseiller)	 (Councillor - conseiller)
 (Councillor - conseiller)	 (Councillor - conseiller)	 (Councillor - conseiller)

FOR HEADQUARTERS USE ONLY - RÉSERVE AU BUREAU PRINCIPAL				
1. TRUST ACCT COMPTÉ DE FIDUCIE	2. CURRENT BALANCES - SOLDES COURANTS		3. Expenditure Dépense	4. Authority - Autorité Indian Act Sec Art. de la Loi sur les Indiens
	A. Capital	B. Revenue - Revenu		
\$	\$			5. Source of Funds Source des fonds <input type="checkbox"/> Capital <input type="checkbox"/> Revenue
6. Recommended - Recommandé				
Date			Date	
Authorized Officer - Fonctionnaire autorisé			Assistant Deputy Minister - Sous-ministre adjoint	

**BAND COUNCIL RESOLUTION
RÉSOLUTION DE CONSEIL DE BANDE**

Chronological No. - Numéro consécutif 51
H.Q. Reference - No de réf. du b. pr.

NOTE: The words "From our Band Funds" must appear in all resolutions requesting expenditures from Band Funds.
NOTA: Les mots "des fonds de notre bande" doivent paraître dans toutes les résolutions portant sur des dépenses à même les fonds des bandes

THE COUNCIL OF THE North West Angle Band #37 LE CONSEIL DE LA BANDE INDIENNE		Capital balance Solde de capital	\$
AGENCY AGENCE	Kenora	Committed - Engagé	\$
PROVINCE	Ontario	Revenue balance Solde de revenu	\$
PLACE NOM DE L'ENDROIT	Sioux Narrows Post Office, Ontario.	Committed - Engagé	\$
DATE	13 December AD 19 72 DAY - JOUR MONTH - MOIS YEAR - ANNÉE		

DO HEREBY RESOLVE:
DÉCIDE, PAR LES PRÉSENTES:

That the Chief and Council of North West Angle Band #37, on behalf of the Band membership, are in agreement that the Department of Indian Affairs and Northern Development negotiate a joint school agreement to provide capital funds for an addition to Father Moss School, Sioux Narrows, Ontario, so future accommodation for our elementary school children will be assured. In addition to classrooms, a health room, ~~Swage System~~ ^{Swage System}, library, showers, staffroom, principal and secretary office, larger kitchen and playground improvements.

<i>Adam Chapman</i> (Chief - chef)		
..... (Councillor - conseiller)	<i>Charles Dase</i> (Councillor - conseiller)	..... (Councillor - conseiller)
..... (Councillor - conseiller)	<i>Charles Dase</i> (Councillor - conseiller)	..... (Councillor - conseiller)
..... (Councillor - conseiller)	..... (Councillor - conseiller)	..... (Councillor - conseiller)
..... (Councillor - conseiller)	..... (Councillor - conseiller)	..... (Councillor - conseiller)

FOR HEADQUARTERS USE ONLY - RÉSERVÉ AU BUREAU PRINCIPAL				
1. TRUST ACCT COMPTÉ DE FIDUCIE	2. CURRENT BALANCES - SOLDES COURANTS		3. Expenditure Dépenses	4. Authority - Autorité Indian Act Sec Art. de la Loi sur les Indiens
	A. Capital	B. Revenue - Revenu		
\$	\$	\$		5. Source of Funds Source des fonds <input type="checkbox"/> Capital <input type="checkbox"/> Revenu
6. Recommended - Reconnu				
Date Authorised Officer - Fonctionnaire autorisé			Date Assistant Deputy Minister - Sous-ministre adjoint	



Grand Council

TREATY NO. 3

11315 MAY 13 1973

37 Main Street South
Kenora, Ontario

May 1, 1973

Mr. John Ciaccia
Assistant Deputy Minister
Department of Indian Affairs
Centennial Towers
Ottawa, Ontario KIA 0H4

Dear Mr. Ciaccia:

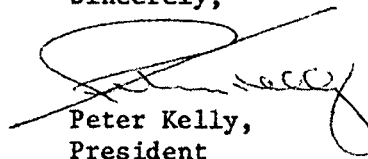
This evening Chief Sam Copenace of Northwest Angle Band #37, Chief Andy White, Whitefish Bay and myself met with Mr. G. A. Mullin, Superintendent of Education for Kenora-Fort Frances area to discuss the situation at Father Moss School, Sioux Narrows, Ontario.

It was decided at this meeting that we would request you to send your personal representative who would be knowledgeable in the field of education to consider possible courses of action with the band councils of Whitefish Bay, Northwest Angle #33 and #37, and Sabaskong.

If you require any further information please contact me or any of the chiefs involved. We hope that you will give this matter your immediate attention as there are only a few months remaining before the fall term begins.

Meegwetch!

Sincerely,


Peter Kelly,
President

PK/lm

cc: Mr. H. B. Rodine
Mr. M. Rehaluk
Mr. P. J. Hare
Mr. G. A. Mullin

Chief Sam Copenace
Chief Leslie Sandy
Chief Andy White ✓
Chief Fred Kelly



Grand Council

TREATY NO. 3

37 Main Street South
Kenora, Ontario

May 1, 1973

Mr. John Ciaccia
Assistant Deputy Minister
Department of Indian Affairs
Centennial Towers
Ottawa, Ontario KIA OH4

Dear Mr. Ciaccia:

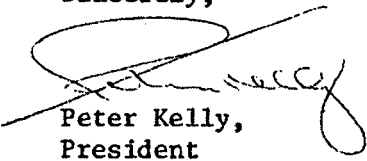
This evening Chief Sam Copenace of Northwest Angle Band #37, Chief Andy White, Whitefish Bay and myself met with Mr. G. A. Mullin, Superintendent of Education for Kenora-Fort Frances area to discuss the situation at Father Moss School, Sioux Narrows, Ontario.

It was decided at this meeting that we would request you to send your personal representative who would be knowledgeable in the field of education to consider possible courses of action with the band councils of Whitefish Bay, Northwest Angle #33 and #37, and Sabaskong.

If you require any further information please contact me or any of the chiefs involved. We hope that you will give this matter your immediate attention as there are only a few months remaining before the fall term begins.

Meegwetch!

Sincerely,


Peter Kelly,
President

PK/lm

cc: Mr. H. B. Rodine
Mr. M. Rehaluk
Mr. P. J. Hare
Mr. G. A. Mullin

Chief Sam Copenace ✓
Chief Leslie Sandy
Chief Andy White
Chief Fred Kelly

IAND KEN
1/5/73 1:05PM

REGIONAL DIRECTOR
ATTN M REHALUK

AS DISCUSSED ON PHONE FATHER MOSS ENROLMENT NOW 184 INDIAN
STUDENTS INCLUDING 22 KINDERGARTEN NET 173. 26 NON INDIAN
INCL 5 KINDERGARTEN NET 23-1/2. CAPACITY A CROWDED 200

P J HARE
DIST SUPERVISOR
1 D TOR

100 - 4th Ave. S.
Kenora, Ontario
May 1, 1973

Chief Leslie Sandy
Northwest Angle No. 33 Band
P.O. Angle Inlet, Minnesota
56711

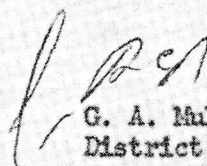
487/25-11 R.C.Bd. (E2)

Dear Leslie:

- Enclosed is a copy of Band Council Resolution chronological number 67 pertaining to your desire to have the Department negotiate a joint school agreement for your children attending Father Moss School.

Also mentioned in this B.C.R. is your approval for provision of emergency funds to repair and construct adequate sewage facilities at Father Moss School.

Yours truly,



G. A. Mullin
District Supt. of Education
Kenora-Ft. Frances District

Encl.

100 - 4th Ave. S.
Kenora, Ontario
May 1, 1973

Regional Director (Ontario)
Dept. of Indian Affairs and
Northern Development

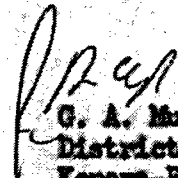
487/25-11 R.C. Bd. (E2)

Band Council Resolution No. 67
Northwest Angle No. 33 Band

- Enclosed is original and one copy of Band Council Resolution chronological number 67, submitted by the Northwest Angle No. 33 Band.

This B.C.R. pertains to the Band's request to have the Department negotiate a joint school agreement for their children attending Father Moss School and for the Department to expend emergency funds to assist in the immediate repair and construction of an adequate sewage system at Father Moss School.

Encl. 2


G. A. Mallin
District Supt. of Education
Kenora-Pt. Frances District

Chronological No. / Numéro consécutif

67

H.Q. Reference - N° de réf. du h. q.

BAND COUNCIL RESOLUTION
RÉSOLUTION DE CONSEIL DE BANDE

487/25-11 R.C. School

NOTE: The words "From our Band Funds" must appear in all resolutions requesting expenditures from Band Funds.
NOTA: Les mots "des fonds de notre bande" doivent paraître dans toutes les résolutions portant sur des dépenses à même les fonds des bandes.

THE COUNCIL OF THE LE CONSEIL DE LA BANDE INDIENNE	Northwest Angle Band #33	Capital balance Solde de capital	\$ _____
AGENCY AGENCE	Kiowa District	Committed - Engagé	\$ _____
PROVINCE	Ontario	Revenue balance Solde de revenu	\$ _____
PLACE NOM DE L'ENDROIT	Northwest Angle Reserve	Committed - Engagé	\$ _____
DATE	30 4 73 DAY - JOUR MONTH - MOIS AD 19 YEAR - ANNEE		

DO HEREBY RESOLVE:

DÉCIDE, PAR LES PRÉSENTES:

That the Chief and Council of Northwest Angle Band #33, on behalf of the Band membership, are in agreement that the Department of Indian Affairs and Northern Development negotiate a joint school agreement to provide capital funds for an addition to Father Moss School, Sioux Narrows, Ont. and provide emergency funds for repairs and construction for the sewage system for the school immediately.

	<i>[Signature]</i> (Chief - Chef)	
_____ (Councillor - conseiller)	<i>[Signature]</i> (Councillor - conseiller)	_____ (Councillor - conseiller)
_____ (Councillor - conseiller)	<i>[Signature]</i> (Councillor - conseiller)	_____ (Councillor - conseiller)
_____ (Councillor - conseiller)	_____ (Councillor - conseiller)	_____ (Councillor - conseiller)
_____ (Councillor - conseiller)	_____ (Councillor - conseiller)	_____ (Councillor - conseiller)

FOR HEADQUARTERS USE ONLY - RÉSERVÉ AU BUREAU PRINCIPAL				
1. TRUST ACCT COMPTÉ DE FIDUCIE	2. CURRENT BALANCES - SOLDES COURANTS		3. Expenditure Dépenses	4. Authority - Autorité Indian Act Sec Art. de la Loi sur les Indiens
	A. Capital	B. Revenue - Revenu		
	\$ _____	\$ _____	\$ _____	5. Source of Funds Source des fonds <input type="checkbox"/> Capital <input type="checkbox"/> Revenue
6. Recommended - Recommandé				
Date _____ Authorized Officer - Fonctionnaire autorisé			Date _____ Assistant Deputy Minister - Sous-ministre adjoint	

Q

BAND COUNCIL RESOLUTION
RÉSOLUTION DE CONSEIL DE BANDE

Chronological No. - Numéro consécutif 67
H.Q. Reference - N° de réf. du b. pt.

487/25-11 R.C. School

NOTE: The words "From our Band Funds" must appear in all resolutions requesting expenditures from Band Funds.
NOTA: Les mots "des fonds de notre bande" doivent paraître dans toutes les résolutions portant sur des dépenses à même les fonds de la bande.

THE COUNCIL OF THE LE CONSEIL DE LA BANDE INDIENNE	Northwest Angle Band #33	Capital balance Solde de capital	\$ _____
AGENCY AGENCE	Kenora District	Committed - Engagé	\$ _____
PROVINCE	Ontario	Revenue balance Solde de revenu	\$ _____
PLACE NOM DE L'ENDROIT	Northwest Angle reserve	Committed - Engagé	\$ _____
DATE	30 4 73 DAY - JOUR MONTH - MOIS AD 19 YEAR - ANNÉE		

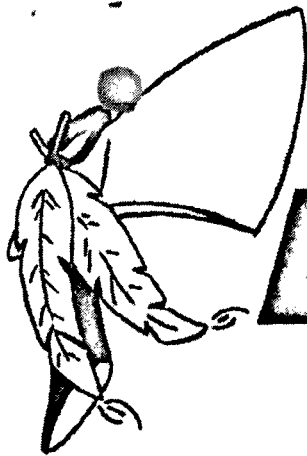
DO HEREBY RESOLVE:
DÉCIDE, PAR LES PRÉSENTES:

That the Chief and Council of Northwest Angle Band #33, on behalf of the Band membership, are in agreement that the Department of Indian Affairs and Northern Development negotiate a joint school agreement to provide capital funds for an addition to Father Luss School, Sioux Narrows, Ont. and provide emergency funds for repairs and construction for the sewage system for the school immediately.

<i>[Signature]</i> (Chief - Chef)	<i>[Signature]</i> (Councillor - conseiller)	<i>[Signature]</i> (Councillor - conseiller)
<i>[Signature]</i> (Councillor - conseiller)	<i>[Signature]</i> (Councillor - conseiller)	<i>[Signature]</i> (Councillor - conseiller)
<i>[Signature]</i> (Councillor - conseiller)	<i>[Signature]</i> (Councillor - conseiller)	<i>[Signature]</i> (Councillor - conseiller)
<i>[Signature]</i> (Councillor - conseiller)	<i>[Signature]</i> (Councillor - conseiller)	<i>[Signature]</i> (Councillor - conseiller)

FOR HEADQUARTERS USE ONLY - RÉSERVÉ AU BUREAU PRINCIPAL					
1. TRUST ACCT COMPTE DE FIDUCIE	2. CURRENT BALANCES - SOLDES COURANTS		3. Expenditure Dépenses	4. Authority - Autorité Indian Act Sec Art. de la Loi sur les Indiens	5. Source of Funds Source des fonds <input type="checkbox"/> Capital <input type="checkbox"/> Revenue
	A. Capital	B. Revenue - Revenu			
\$ _____	\$ _____	\$ _____			
6. Recommended - Recommandé					
Date _____ Authorized Officer - Fonctionnaire autorisé			Date _____ Assistant Deputy Minister - Sous-ministre adjoint		

11220 APR 29 1973



SABASKONG BAND COUNCIL

P.O. Box 205

Nestor Falls

Ontario

April 27, 1973.

Mr. Gordon Mullin,
Superintendent of Education,
Kenora District Indian Affairs Office,
Kenora, Ontario.

Dear Gordon:

This is to re-confirm the attached Band Council Resolution dated January 28, 1972. There would be an addition however to cover the present problem of the sewage system.

A revised BCR signed by the new Band Council will be forwarded to your office within a week.

It is my hope that the Band Councils involved will convene at the earliest possible date to discuss the general future of Father Moss School.

Sincerely,


Fred Kelly, Chief,

FK/as

**BAND COUNCIL RESOLUTION
RÉSOLUTION DE CONSEIL DE BANDE**

Chronological No. - Numéro consécutif
H.Q. Reference - N° de réf. du h. pr.

NOTE: The words "From our Band Funds" must appear in all resolutions requesting expenditures from Band Funds.
NOTA: Les mots "des fonds de notre bande" doivent paraître dans toutes les résolutions portant sur des dépenses à même les fonds de bande.

THE COUNCIL OF THE LE CONSEIL DE LA BANDE INDIENNE	SABASKONG BAND	Capital balance Solde de capital	\$ _____
AGENCY AGENCE	FORT FRANCES	Committed - Engagé	\$ _____
PROVINCE	ONTARIO	Revenue balance Solde de revenu	\$ _____
PLACE NOM DE L'ENDROIT	SABASKONG	Committed - Engagé	\$ _____
DATE	28 JANUARY AD 19 72 28* JOUR MONTH - MOIS YEAR - ANNÉE		

DO HEREBY RESOLVE:
DECIDE, PAR LES PRESENTES:

THAT THE CHIEF AND BAND COUNCIL ON BEHALF OF THE BAND MEMBERSHIP
AGREE THAT THE DEPARTMENT OF INDIAN AFFAIRS AND NORTHERN DEVELOPMENT
PROCEED TO NEGOTIATE A JOINT SCHOOL AGREEMENT TO PROVIDE CAPITAL
FUNDS FOR AN ADDITION TO FATHER MOSS SCHOOL, SIOUX NARROWS,
ONTARIO, SO THAT FUTURE ACCOMMODATION FOR OUR ELEMENTARY SCHOOL
CHILDREN WILL BE ASSURED.

[Signature: Red Kelly]
(Chief - Chef)
[Signature: John Copeland]
(Councillor - conseiller)
(Councillor - conseiller)
(Councillor - conseiller)
(Councillor - conseiller)
(Councillor - conseiller)
(Councillor - conseiller)
(Councillor - conseiller)

FOR HEADQUARTERS USE ONLY - RÉSERVÉ AU BUREAU PRINCIPAL				
1. TRUST ACCT COMPTES DE FIDUCIE	2. CURRENT BALANCES - SOLDES COURANTS		3. Expenditure Dépenses	4. Authority - Autorité Indian Act Sec Art. de la Loi sur les Indiens
	A. Capital	B. Revenue - Revenu		5. Source of Funds Source des fonds <input type="checkbox"/> Capital <input type="checkbox"/> Rev
	\$ _____	\$ _____	\$ _____	
6. Recommended - Recommandé				
Date _____			Date _____	
Authorized Officer - Fonctionnaire autorisé			Assistant Deputy Minister - Sous-ministre adj.	

ROUND TRIP MEMORANDUM
GOVERNMENT OF CANADA

NOTE DE SERVICE ALLER-RETOUR
GOVERNEMENT DU CANADA

cc 25-11

Return to [] CHIEF SUPT. OF EDUCATION,

Renvoyez à [] MORA

File No. (originator) - Dossier n° (source)
489/23-16 (KDROSSB)

File No. (addressee) - Dossier n° (destinataire)

Fold | Plier - 3

From [] P. McGILLIVRAY,
Do EDUCATIONAL DEVELOPMENT,
DEPT. OF INDIAN AFFAIRS & N. DEV.,
EDUCATION BRANCH,
CENTENNIAL TOWERS, 400 LAURIER AVE. W.
Subject - Sujet OTTAWA 4, Ontario

copy. M. Rehaluk

BER'S To SUPPORT D.I.A. & N.D. CAPITAL SHARING IN NEW SEWAGE SYSTEM ONLY
FATHER MOSS SCHOOL, SIOUX WARRIORS.

Attached please find available B.C.R.'s obtained May 27, 1973
51 North West Angle #37 BHD

Chief S. Copenace supported his BER dated December 12, 1972
with insertion of "sewage system" which he initialed into
BER this date 27/1/73. He attended meeting at Whetish Bay
with their council and DIAND staff.

101 Whetish Bay

This is a revised BER from the one submitted by the
Band December 21, 1971. Unfortunately an extremely delicate
situation arose re - head lice ^{sewage} and sewage at the same time

Reply - Réponse

the new BER was requested. After a lengthy meeting this date
they asked for further time to study the addition so they
can pursue the addition, reserve schooling possibilities or
the chances of obtaining Father Moss School. In any event they
want the sewage system built and realized the Board must
proceed within the week. A meeting is planned to discuss the
addition.

Subaskong: The requirement of a BER has been discussed with
Chief Fred Kelly. He anticipated a letter supporting the sewage
system could be included here but he did not return with
it in time. He advised of his immediate action on this.

Fold | Plier - 2

Fold | Plier - 1

REPLY

Please return this copy to originator.

000924

MEMORANDUM
GOVERNMENT OF CANADA

NOTE DE SERVICE ALLEUEE TOUT
GOVERNEMENT DU CANADA

Re: 10

10

10

Subject: Super

File No. (circulation) Dossier n° (circulation)

937/2-14

File No. (address) Dossier n° (adresse)

NWA 33

This Band has promised the BCR on the three occasions they have been contacted. A staff member plans to discuss it at their office again on Monday. Repeated phone calls today failed to raise anyone at their office. They have indicated they will support the other Bands because Whitefish Bay and Sebeston represent over 90% of the Indian students.

The School Board will seek a bank loan on the sewage system as soon as our department agrees to share in work.

Signature

[Handwritten Signature]

Date

[Handwritten Date]

Reply - Réponse

Signature

Date

REPLY

Please return this copy to originator

000925

Chronological No. - Numéro consécutif
51
H.Q. Reference - N° de réf. du b. pr.

BAND COUNCIL RESOLUTION
RÉSOLUTION DE CONSEIL DE BANDE


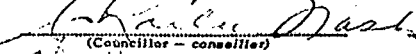
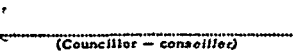
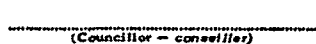
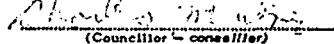
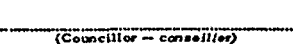
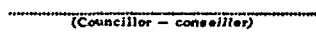
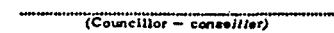
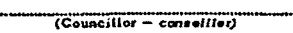
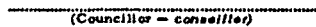
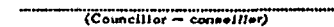
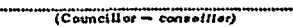
1487/2511 R.C. School

NOTE: The words "From our Band Funds" must appear in all resolutions requesting expenditures from Band Funds.
NOTA: Les mots "des fonds de notre bande" doivent paraître dans toutes les résolutions portant sur des dépenses à même les fonds des bandes

THE COUNCIL OF THE North West Angle Band #37 LE CONSEIL DE LA BANDE INDIENNE	Capital balance Solde de capital	\$
AGENCY AGENCE Kenora	Committed - Engagé	\$
PROVINCE Ontario	Revenue balance Solde de revenu	\$
PLACE NOM DE L'ENDROIT Sioux Narrows Post Office, Ontario.	Committed - Engagé	\$
DATE 13 December AD 19 72 DAY - JOUR MONTH - MOIS YEAR - ANNEE		

DO HEREBY RESOLVE:
DECIDE, PAR LES PRÉSENTES:

That the Chief and Council of North West Angle Band #37, on behalf of the Band membership, are in agreement that the Department of Indian Affairs and Northern Development negotiate a joint school agreement to provide capital funds for an addition to Father Moss School, Sioux Narrows, Ontario, so future accommodation for our elementary school children will be assured. In addition to classrooms, a health room, ~~sewage system~~ ^{sewage system}, library, showers, staffroom, principal and secretary office, larger kitchen and playground improvements.

 (Chief - Chef)	 (Councillor - conseiller)	 (Councillor - conseiller)
 (Councillor - conseiller)	 (Councillor - conseiller)	 (Councillor - conseiller)
 (Councillor - conseiller)	 (Councillor - conseiller)	 (Councillor - conseiller)
 (Councillor - conseiller)	 (Councillor - conseiller)	 (Councillor - conseiller)

FOR HEADQUARTERS USE ONLY - RÉSERVÉ AU BUREAU PRINCIPAL				
1. TRUST ACCT COMPTE DE FIDUCIE	2. CURRENT BALANCES - SOLDES COURANTS		3. Expenditure Dépense	4. Authority - Autorité Indian Act Sec Art. de la Loi sur les Indiens
	A. Capital \$	B. Revenue - Revenu \$	\$	5. Source of Funds Source des fonds <input type="checkbox"/> Capital <input type="checkbox"/> Revenue
6. Recommended - Recommandé				
Date Authorized Officer - Fonctionnaire autorisé			Date Assistant Deputy Minister - Sous-ministre adjoint	

BAND COUNCIL RESOLUTION
RÉSOLUTION DE CONSEIL DE BANDE

Chronological No. - Numéro consécutif

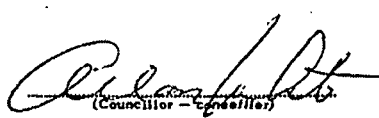

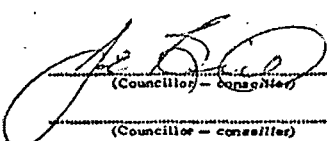
H.Q. Reference - N° de réf. du b. pr.

NOTE: The words "From our Band Funds" must appear in all resolutions requesting expenditures from Band Funds.
NOTA: Les mots "des fonds de notre bande" doivent paraître dans toutes les résolutions portant sur des dépenses à même les fonds des bandes

THE COUNCIL OF THE LE CONSEIL DE LA BANDE INDIENNE	WHITEFISH BAY BAND	Capital balance Solde de capital	\$
AGENCY AGENCE	KENORA	Committed - Engagé	\$
PROVINCE	ONTARIO	Revenue balance Solde de revenu	\$
PLACE NOM DE L'ENDROIT	WHITEFISH BAY, ONTARIO	Committed - Engagé	\$
DATE	27 APRIL AD 19 73 DAY - JOUR MONTH - MOIS YEAR - ANNEE		

DO HEREBY RESOLVE:
DÉCIDE, PAR LES PRÉSENTES:

That the Chief and Council of Whitefish Bay, on behalf of the Band membership, are in full agreement that the Department of Indian Affairs and Northern Development negotiate a joint school agreement to provide capital funds for new sewage system at Father Moss School, Sioux Narrows, Ontario. In addition, we wish it understood that this is necessary so our children will have a school to attend this September but this does not commit our Band to future additions to the Father Moss School in the event we wish to negotiate future purchase of Father Moss School or seek some educational facilities on the reserve.

 (Councillor - conseiller)	 (Chief - Chef)	 (Councillor - conseiller)
_____	_____	_____
(Councillor - conseiller)	(Councillor - conseiller)	(Councillor - conseiller)
_____	_____	_____
(Councillor - conseiller)	(Councillor - conseiller)	(Councillor - conseiller)
_____	_____	_____
(Councillor - conseiller)	(Councillor - conseiller)	(Councillor - conseiller)

FOR HEADQUARTERS USE ONLY - RÉSERVÉ AU BUREAU PRINCIPAL				
1. TRUST ACCT COMPTE DE FIDUCIE	2. CURRENT BALANCES - SOLDES COURANTS		3. Expenditure Dépenses	4. Authority - Autorité Indian Act Sec Art. de la Loi sur les Indiens
	A. Capital	B. Revenue - Revenu		
	\$	\$		5. Source of Funds Source des fonds <input type="checkbox"/> Capital <input type="checkbox"/> Revenue
6. Recommended - Recommandé				
Date _____ Authorized Officer - Fonctionnaire autorisé			Date _____ Assistant Deputy Minister - Sous-ministre adjoint	



BAND COUNCIL RESOLUTION
RÉSOLUTION DE CONSEIL DE BANDE

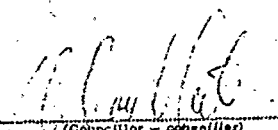

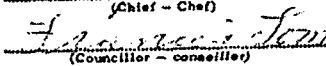
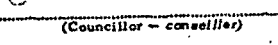
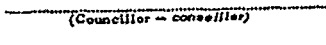
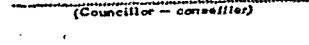
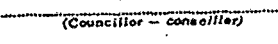
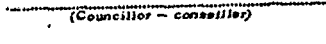
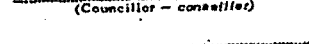
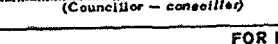
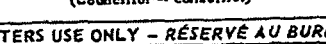
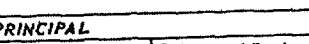
Chronological No. - Numéro consécutif
55
H.Q. Reference - N° de réf. du b. pr.

NOTE: The words "From our Band Funds" must appear in all resolutions requesting expenditures from Band Funds.
NOTA: Les mots "des fonds de notre bande" doivent paraître dans toutes les résolutions portant sur des dépenses à même les fonds des bandes

THE COUNCIL OF THE LE CONSEIL DE LA BANDE INDIENNE	Whitefish Bay Band	Capital balance Solde de capital	\$
AGENCY AGENCE	Kenora	Committed - Engagé	\$
PROVINCE	Ontario	Revenue balance Solde de revenu	\$
PLACE NOM DE L'ENDROIT	Pawitik P.O., Ontario	Committed - Engagé	\$
DATE	21 December AD 19 71		
	DAY - JOUR MONTH - MOIS YEAR - ANNÉE		

DO HEREBY RESOLVE:
DECIDE, PAR LES PRÉSENTES:

That the Chief and Council of Whitefish Bay Band, on behalf of the band membership, are in full agreement that the Department of Indian Affairs and Northern Development negotiate a joint school agreement to provide capital funds for an addition to Father Moss School, Sioux Narrows, Ontario, so future accommodation for our elementary school children will be assured. In addition to classrooms, a health room, pre-kindergarten, library, showers, staffroom, principal and secretary office, larger kitchen and playground improvements.

 (Councillor - conseiller)	 (Chief - Chef)	 (Councillor - conseiller)
 (Councillor - conseiller)	 (Councillor - conseiller)	 (Councillor - conseiller)
 (Councillor - conseiller)	 (Councillor - conseiller)	 (Councillor - conseiller)
 (Councillor - conseiller)	 (Councillor - conseiller)	 (Councillor - conseiller)

FOR HEADQUARTERS USE ONLY - RÉSERVE AU BUREAU PRINCIPAL				
1. TRUST ACCT COMPTE DE FIDUCIE	2. CURRENT BALANCES - SOLDES COURANTS		3. Expenditure Dépenses	4. Authority - Autorité Indian Act Sec Art. de la Loi sur les Indiens
	A. Capital	B. Revenue - Revenu		
	\$	\$	\$	5. Source of Funds Source des fonds <input type="checkbox"/> Capital <input type="checkbox"/> Revenue
6. Recommended - Recommandé				
Date			Assistant Deputy Minister - Sous-ministre adjoint	
Authorized Officer - Fonctionnaire autorisé				

11137 APR 26 73

MR. C. L. POIRIER, CHAIRMAN
SISTER M. TWOMEY, B.A., SUPERVISING PRINCIPAL
MR. J. G. McMILLAN, BUSINESS ADMINISTRATOR AND
SECRETARY-TREASURER

THE KENORA DISTRICT R.C.
SEPARATE SCHOOL BOARD

April 25th, 1973

TEL. 468-9851 — 200 FIRST STREET NORTH — KENORA, ONTARIO

The Department of Indian Affairs
and Northern Development
100 - 4th Avenue S.
Kenora, Ontario

ATTENTION: G. A. MULLIN
DISTRICT SUPERINTENDENT OF EDUCATION

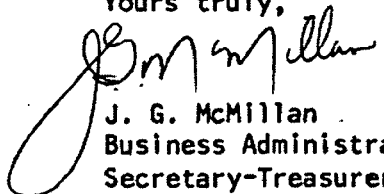
Dear Sirs:

We are enclosing two photo-copies of a letter which we have received from Northwestern Health Unit, signed by Dr. P.F. Playfair, Medical Officer of Health.

Dr. Playfair says that in order for Father Moss School to remain open for the remainder of the current school year, the septic tank must be pumped daily or as required. We have already begun to have the tank pumped on a regular basis, but our funds and our expenditure ceilings will not allow us to continue with this practice for any appreciable length of time. We therefore request written permission from you to bill your Department for this item over and above tuition costs.

Dr. Playfair also says that in order for the school to re-open in September, a new and adequate system must be designed, approved and constructed. From conversations with him, we believe that he has no intentions of changing his mind or of allowing any extension in the time he has allowed. As you know, we had certain engineering studies done which indicate that a treatment plant is the best solution. This system must yet be designed and approved and tenders must be called. About six weeks are needed for actual construction after all the preliminary work has been completed. We must hear from your Department within a matter of days if we are to meet the September 1st deadline.

Yours truly,



J. G. McMillan
Business Administrator &
Secretary-Treasurer

copies to: P.F. Playfair, M.D., C.M., D.P.H.
Medical Officer of Health

C. L. Poirier, J. Landry, M. Eliuk, C. White



Northwestern Health Unit

1972

Serving Northwestern Ontario

1973

ATIKOKAN - DRYDEN - FORT FRANCES - IGNACE - KENORA - RAINY RIVER - RED LAKE - SIOUX LOOKOUT

BEST AVAILABLE COPY

15 Ocean Avenue West,
Box 31,
Kenora, Ontario,
P7Y 3P7,
24 April, 1973.

Mr. I.C. McMillan, Business Manager,
Kenora District Roman Catholic Separate School Board,
Box 622,
Kenora, Ontario.

Dear Mr. McMillan:

Re: Father Macdonald School

As you are aware the problems with the heating and water systems at the Father Macdonald School continue to exist. It now appears that the only way to continue operation for the balance of the school year is to use the old heating system and to pump it out fully or as required. I realize that this may well be an expensive undertaking. However, it is the only way that I can see for the school to remain open.

Before the school is closed for the winter, an adequate system must be installed, approved and installed. The staff and the local Provincial representatives of the Ministry of the Environment, Mr. Walter Grosche, are available for as much assistance as is needed.

THE KENORA DISTRICT

APR 25 1973

R. C. SEPARATE
SCHOOL BOARD

Yours truly,

[Signature]
D. J. Clappair, M.D., F.R.C.P.C.,
Medical Officer of Health.

25

ANNIVERSARY YEAR
YEARS OF SERVICE

25

100 - 4th Ave. S.
Kenora, Ontario
April 3, 1973

Mrs. Dolores Sandy, Band Admin.
Northwest Angle #33 Band
Angle Inlet, Minnesota 56711

487/25-11 (E)

Chief Leslie Sandy and Members of Council

Re: Tuition Agreement and Proposed Addition
to Father Moss School, Sioux Narrows

Further to my letter of December 7th, 1972 and the steps which were outlined on pages 1 and 2. Steps 2 and 3 have been carried out and the rough draft as prepared by the Bands in attendance at the November 30th and December 13th meetings was forwarded to the school board on January 9th, 1973. We are presently awaiting the Board's invitation for discussions noted as step 4.

I enclose copies of BCR's forwarded in 1972 by Whitefish Bay and Sebaskong Bands and would appreciate it if your Band would review Step 1 with a view to your forwarding a B.C.R. on behalf of your Band as soon as possible.

I would add that the Ontario Department of Health has indicated the School Board has to spend between 50 and 80 thousand on the sewage system before September. Because of this the B.C.R.'s and Step 6 are being rushed in hopes our department can advance some funds prior to a tuition agreement.

Yours very truly,

ORIGINAL SIGNED BY
G. A. MULLIN

G. A. Mullin
District Supt. of Education
Kenora-Ft. Frances District

Encl.

100 - 4th Ave. S.
Kenora, Ontario
April 3, 1973

Chief Sam Copenace
Northwest Angle 37 Band
Box 56
Kewatin, Ontario

487/25-11 (E)

Chief Sam Copenace and Members of Council

Re: Tuition Agreement and Proposed Addition
To Father Moss School, Sioux Narrows

Further to my letter of December 7th, 1972 and the steps which were outlined on pages 1 and 2. Steps 2 and 3 have been carried out and the rough draft as prepared by the Bands in attendance at the November 30th and December 13th meetings was forwarded to the school board on January 9th, 1973. We are presently awaiting the Board's invitation for discussions noted as step 4.

I enclose copies of BCR's forwarded in 1972 by Whitefish Bay and Sebaskong Bands and would appreciate it if your Band would review step 1 with a view to your forwarding a B.C.R. on behalf of your Band as soon as possible.

I would add that the Ontario Department of Health has indicated the School Board has to spend between 50 and 80 thousand on the sewage system before September. Because of this the B.C.R.'s and step 6 are being rushed in hopes our department can advance some funds prior to a tuition agreement.

Yours very truly

ORIGINAL SIGNED BY
G. A. MULLIN

G. A. Mullin
District Supt. of Education
Kenora-Ft. Frances District

Encl.

No. 194 (?)

MEMORANDUM OF AGREEMENT MADE THIS 16th DAY OF March 1964
BETWEEN:

HER MAJESTY THE QUEEN in right of Canada
represented herein by the Minister of
Citizenship and Immigration, hereinafter
called "the Minister"

OF THE FIRST PART

AND

THE SIOUX NARROWS BOARD OF CATHOLIC
SCHOOL TRUSTEES in the Province of
Ontario, hereinafter called "the Board"

OF THE SECOND PART

WHEREAS the parties hereto entered into a written agreement dated March 10th, 1962, whereby the Board, in consideration of a contribution of \$86,026, made to it by the Minister towards the cost of construction of the Father Moss School, Sioux Narrows, Ontario, agreed to accept each year eighty (80) children of Indian status for enrolment in the said school;

WHEREAS the Board has made certain additions to the said school at an estimated cost of \$50,000, and the Minister has agreed to pay to the Board towards the cost of these additions, the sum of \$29,000; and

WHEREAS the Board has agreed to accept for enrolment each year in the Father Moss School, Sioux Narrows, Ontario, under its jurisdiction and control (hereinafter called the "school") an additional 35 Indian pupils residing on the Whitefish and Sabaskong Reserves.

NOW THIS AGREEMENT WITNESSETH that the parties hereto hereby covenant and agree each with the other as follows:

1. The Board shall

- (a) accept for enrolment each year in the school, those children of Indian status who are designated by the Superintendent of the Kenora Agency for enrolment, but the Board shall not be required to accept for enrolment more than 115 children of Indian status in any one year;

- 2 -

- (b) ensure that there will be no segregation in the school by reason of race or colour; and
- (c) quarterly forward to the Minister a statement of tuition fees to be paid with respect to the Indian children in attendance at the school.

2. The Minister shall

- (a) pay to the Board the sum of \$29,000, payable as follows:
Two-thirds of such share on the execution of this agreement and the balance of the share to be paid on presentation of evidence of progress of work or completion of the project to the satisfaction of the Minister;
- (b) endeavour to ensure the regular attendance of the Indian children at the school;
- (c) endeavour to maintain a standard of health, cleanliness and clothing among the Indian children attending the school comparable to that of the non-Indian children attending the school; and
- (d) pay to the Board tuition fees for each Indian child in attendance at the school, but the amount of the tuition fee charged shall not exceed the net average cost per child in operating the school.

3. Nothing contained in this agreement shall confer on the Minister any right to supervision over the curriculum, the administration and teaching personnel, the methods or materials of instruction or management generally of the school; provided the Minister or any person authorized by the Minister shall have the right to visit the school from time to time.

4. The parties hereto hereby release each other from the covenants and agreements set forth in the agreement dated March 10th, 1962, and this agreement is hereby substituted therefor. All rights and duties arising under the said agreement dated March 10th, 1962, shall be governed by this agreement.

- 3 -

IN WITNESS WHEREOF the parties hereto have hereunto set
their hand and seal and corporate seal, respectively, the day and
year first above written.

Arthur Mackay
.....
Witness

Andrew Lac Seal
.....
Witness

J. M. O'Leary
.....
Deputy Minister of Citizenship
and Immigration

R. Mathew Chairman
R. T. Ferraro, Sec. Treas.
.....
Board

CATHOLIC SCHOOL TRUSTEES
SIOUX NARROWS, ONT.

MEMORANDUM OF AGREEMENT MADE THIS

8th

DAY OF

February

1967

BETWEEN:

HER MAJESTY THE QUEEN in right of Canada
represented herein by the Minister of
Indian Affairs and Northern Development,
hereinafter called "the Minister"

OF THE FIRST PART

AND

THE ROMAN CATHOLIC SEPARATE SCHOOL IMPROVEMENT
DISTRICT OF SIOUX NARROWS, in the Province of
Ontario, hereinafter called "the Board"

OF THE SECOND PART

WHEREAS the Roman Catholic Separate School Improvement
District of Sioux Narrows (formerly known as the Sioux Narrows Board of
Catholic School Trustees) in the Province of Ontario, has agreed in
Memorandum of Agreement dated March 16th, 1964, to supply classroom
accommodation necessary for the education of Indian children and to
accept Indian children for enrolment in the Father Moss School.

AND WHEREAS the Board has carried out construction of a
septic tank to meet the requirements of the Northwestern Health Unit,
at a cost of \$9,297.41, and the Minister has agreed to pay 89/132 of the
amount of this improvement, or \$6,268.71.

AND WHEREAS the Minister shall pay to the Board the sum
of \$6,268.71 upon the execution of this agreement.

THIS MEMORANDUM is to be read with and attached to the
Memorandum of Agreement dated March 16th, 1964.

IN WITNESS WHEREOF the parties hereto have hereunto set
their hand and seal and corporate seal respectively, the day and year
first above written.

M. McNaughton
.....
Witness

[Signature]
.....
Assistant Deputy Minister (Indian Affairs)

A. Mathew
.....
Witness

R. Mathew
.....
Board Chairman

Kevin Nolan
.....
Secretary-Treasurer

MEMORANDUM OF AGREEMENT made this 18th DAY OF February 1971.

BY:

HER MAJESTY THE QUEEN in right of Canada
represented herein by the Minister of
Indian Affairs and Northern Development
hereinafter called "the Minister".

OF THE FIRST PART

AND

THE KENORA DISTRICT ROMAN CATHOLIC SEPARATE
SCHOOL BOARD, in the Province of Ontario
hereinafter called "the Board"

OF THE SECOND PART

WHEREAS the parties hereto entered into previous written Agreements:

- (a) Agreement No. 136 - dated March 10, 1962 on behalf of 80 Indian pupils at a cost of \$95,008.00 to the Department
- (b) Agreement No. 194 - dated March 16, 1964 on behalf of an additional 35 Indian pupils at a cost of \$35,446.76 to the Department.
- (c) Agreement No. 323 - dated February 8, 1967 at a cost of \$6,268.71 to the Department.

AND WHEREAS the Board is renovating classroom accommodation in order to provide improved facilities for its kindergarten programme and is remodelling two teacherages at the Father Moss School at an estimated cost of \$22,000.00.

AND WHEREAS the enrolment will be 174 Indian pupils in a total enrolment of 200 in the School.

NOW THIS AGREEMENT WITNESSETH that the parties hereto hereby covenant and agree each with the other as follows:

1. The Minister shall pay to the Board $174/200 \times \$22,000.00$ an amount not to exceed \$19,140.00 under this Agreement.
2. The contribution referred to above shall be paid as follows:

One-third on presentation of evidence that a contract has been awarded and the balance of the cost to be paid on presentation of progress of work or completion of the project to the satisfaction of the Minister.

3. The Minister shall pay to the Board a tuition fee for each registered Indian child (subject to the provision of Section 4 (3) of the Indian Act) in attendance at the School.

The Board shall,

- (a) arrange forthwith for the agreed upon accommodation,
and
 - (b) forward to the Minister upon completion of the construction
of the School an audited statement of expenditures.
5. The Board shall accept up to 174 Indian pupils in the Father Moss School at the commencement of each school year and shall make every effort to provide an educational program suited to their needs.
 6. The Board will make every effort to involve the Indian community in School affairs and encourage active participation of Indian parents in the education of their children.
 7. Nothing in this agreement shall confer on the Minister any right of supervision over the curriculum, the administration and teaching personnel, the methods or materials of instruction or management generally of the School, provided the Minister or any person authorized by the Minister shall have the right to visit the School from time to time.
 8. The parties hereto release each other from the covenants and agreements set forth in Agreement No. 136, dated March 10, 1962 and Agreement No. 194 dated March 16, 1964 and Agreement No. 323, dated February 8, 1967 and this Agreement is substituted therefor. All rights and duties arising from Agreement No. 136 dated March 10, 1962, and Agreement No. 194, dated March 16, 1964, and Agreement No. 323, dated February 8, 1967 shall be governed by this Agreement.

IN WITNESS WHEREOF these presents have been signed by the parties hereto the day and year above written.

M. McNaughton
.....
Witness

R. R. Browne
.....
Witness

[Signature]
.....
Assistant Deputy Minister
(Indian and Eskimo Affairs)

[Signature]
.....
Board

I have read the above Agreement and understand the nature of the project. On behalf of the Indian people concerned with this school program we concur with the arrangements in this contract and the participation of the Department of Indian Affairs and Northern Development in this Joint School Agreement.

.Chief, Whitefish Bay Band
Title

Original signed by Andy White
.....
Signature

1966,

27th day of
January
Agreement dated this
to the Memorandum of Agreement dated March 16th, 1964.

BETWEEN:

HER MAJESTY THE QUEEN in right of Canada
represented herein by the Minister of Northern
Affairs and National Resources, hereinafter
called "the Minister"

OF THE FIRST PART

AND

THE SIOUX NARROWS BOARD OF CATHOLIC SCHOOL
TRUSTEES in the Province of Ontario, hereinafter
called "the Board"

OF THE SECOND PART

WHEREAS the Minister has entered into agreements with the Board for
contributions totalling \$125,000 towards the cost of the Father Hoss School,
Sioux Narrows, Ontario.

AND WHEREAS the Board has now reported that it has been necessary to
install a waterline to service this school at a total cost of \$11,177.56.

AND WHEREAS the Minister has agreed to pay its share of this waterline,
based on the enrolment as at September, 1965, which share amounts to
\$6,446.76, increasing the contribution to \$130,454.76.

This memorandum is to be read with and attached to the Memorandum of
Agreement dated the 16th day of March, 1964.

.....
Witness

.....
Assistant Deputy Minister (Indian Affairs)

.....
Witness

.....
Board
CATHOLIC SCHOOL TRUSTEES
SIOUX NARROWS, ONT.

100 - 4th Ave. S.
Kenora, Ontario
March 28, 1973

A/Assistant Regional Director
(Education), Ontario
Dept. of Indian Affairs and
Northern Development

487/25-11
487/25-11 (KDRCSSB) (E)

Joint School Submission
Father Moss School

— Attached are original and two copies of approved revised Joint School submission.

You will note (b) and (c) have been removed from 11 (e) because I felt they were at least in part included in agreements #194 and #323.

Items 16 and 17 have been updated and my attempts at calculating a D.I.A.N.D. share in existing and new accommodation added. Some other calculations have been pencilled in for your consideration.

ORIGINAL SIGNED
G. A. MULLIN

G. A. Mullin
District Supt. of Education
Kenora-Ft. Frances District

Encl.

JOINT SCHOOL SUBMISSION

Date: March 15, 1973

Location: Kenora

File: 487/25-11

1. The full official title of the contracting Party:

Kenora District Roman Catholic Separate School Board

2. The name of the proposed school:

Father Moss

3. Have the Band Council and/or the parents expressed themselves in favour of the joint school? Yes: X No:

B.C.R.'s to be revised re accommodation; two N.W.A. Bands now to be included and their B.C.R.'s anticipated soon

4. Existing Facilities

No. of Classrooms 5 + office area converted to classroom and outbuilding formerly used for industrial arts now classroom area for two groups.
Actually 5 standard classrooms and 3 substandard classroom areas.

Gymnasium X

Industrial Arts room: This is the outbuilding referred to in classrooms above which is being used for two substandard classrooms

Other Facilities: small kitchen, washrooms, self-contained water system and storage area off gym used for principal's office and staff

Teachers' quarters provided:

- | | |
|-----------------------------|------------|
| a) one 1-bedroom bungalow | Capacity 1 |
| b) a duplex with 5 bedrooms | " 5 |
| c) two 2-bedroom trailers | " 2 - 4 |

What was the original cost? According to the Board, the cost of fixed assets are:

Land and Improvements	\$ 25,899.05
Buildings	
School and Annex	242,726.84
Principal's residence & teachers' duplex	44,387.88
Furniture and Equipment	30,862.29
Waterline	16,530.99
Trailers (teacher accommodation)	14,928.22
Truck & snowplow	<u>3,675.00</u>
Total cost to December 31, 1972	\$379,010.27

* see breakdown "Depreciated Cost"

Pupil capacity of Existing Facilities

Based on 25 per classroom & 30 per kindergarten: approx. 205 with only 5 standard classrooms to remain and capacity 125
Actual enrolment September 1972 - 217

Depreciated Costs

According to information supplied to the Board by Mr. P. C. Clarkin, during his term as District Superintendent of Education, the D.I.A.N.D. paid \$142,517.00 prior to December 31, 1968.

I do not dispute my predecessor's figures, however, the figures compiled herein and based on all the available information I can find on file show a total of \$134,723.4 plus some tuition payments on rinks, water lines and sewage systems which could bring it up to \$142,517.00 out of what the Board estimates their capital assets to be as of December 31, 1968. (\$321,488.70)

Child of School attended presently: Father Moss
 Grades of Instruction Kindergarten to Grade 8
 Residential status of Indian children living outside reserve N/A
 Past attendance record by years (since Indian children have been attending)

1962	approximately 79 Indian (Sept. to Dec.) out of 151
1963	average for year 85 Indian out of 163
1964	" " " 85 " " " 171
1965	" " " 95 " " " 208
1966	" " " 78 " " " 122
1967	" " " 88 " " " 128
1968	" " " 124 " " " 182
1969	" " " 147 " " " 183
1970	" " " 165 " " " 220
1971	" " " 166 " " " 216
1972	" " " 188 " " " 227

Five year projection of Indian attendance:

1972 - 193 1973 - 210 1974 - 225 1975 - 235

8. Approximate per capita cost of new construction \$ 1682.53

Total amount of the Department's contribution

235 pupils x \$ 1682.53 = \$ 395,496.30

9. Anticipated date of completion: December 1974

10. Has construction of new school the approval of provincial gov't: Yes No
 (Ontario Department of Education will not approve without D.I.A.N.D. commitment)

11. Previous agreements and contributions of Canadian Government with numbers of Indian and non-Indian pupils involved:

(a) Date of Agreement #136 March 10, 1962 Total Cost \$191,923.23

Federal Contribution \$95,008.00 (\$86,026.00 by Agreement + \$8,982 direct from HQ)

Total Enrolment 160 Total Indian Enrolment 80

(b) Date of Agreement #194 March 16, 1964 Total Cost \$61,446.76

Federal Contribution \$35,446.76 (50% of \$58,000 Agreement + \$6,446.76 supplement on water line based on 115 students)

Total Enrolment 70 Total Indian Enrolment 35

(c) Date of Agreement #323 February 8, 1967 Total Cost \$9,297.41

Federal Contribution \$6,268.71

Total Enrolment 132 Total Indian Enrolment 87

(d) Date of Agreement #522 February 18, 1971 Total Cost \$25,027

Federal Contribution \$21,773.97

Total Enrolment 200 Total Indian Enrolment 174

(e) Special

(a) Tuition Payment on outdoor rink - November 4, 1963 \$ 800

- 4 -

12. All federal schools previously closed after earlier joint school agreements at Father Moss.
13. Distance of joint school from centre of Indian school population:
- (a) Sabaskong 30
 - (b) Whitefish Bay, Northwest Angle 33 & 37 Portions 12

14. Tuition Agreement

Proposed draft submitted to School Board January 9, 1973. According to Board's letter of February 23, 1973 to District Superintendent of Education, D.I.A.N.D., page 4, the Board is willing to commit itself to signing such an agreement but will require more time to study proposed draft forwarded to them.

15. Estimated Expenditure on Construction (Current Year)

\$80,000 sewage system plus capital revenue expenditures 1969, 1970 & 1972.

16. Remarks:-

1. Sewage treatment plant must be built this summer or health authorities will take action.

N.B. 2. The Ontario Municipal Board will not approve the project or authorize debenture sale unless they have a copy of the joint school agreement signed by all parties.

3. Ontario Department of Education will not approve or allow Board to sell debentures without a specific commitment on paper from our department.

17. Recommendations:-

- (1) That the Department of Indian Affairs & Northern Development give special consideration to the following:

- (a) this Board is quite small and cannot finance an immediately needed (delayed one year already) sewage treatment plant
- (b) over 90% of the enrolment in this school is Indian
- (c) a joint school agreement must be forthcoming based upon Band support and the tuition agreement will have to follow so that immediate action can be taken on the sewage system.

- (2) (a) An advance of at least \$50,000 be made to the Board pending the finalizing of a joint school agreement

OR

- (b) A joint school agreement be prepared immediately to cover the following existing assets and estimated costs re sewage and addition.

Existing Assets

1. Capital not shared in by D.I.A. & N.D. between September 1962 and December 31, 1968, is approximately \$32,336.05

- Suggested depreciated Dept. share
(\$32,336.05 - 20%) x 50% = \$12,934.42

- 5 -

17. (2) Existing Assets cont'd. ...

2. Capital not shared in by D.I.A. & N.D. between
January 1, 1969, and December 31, 1972, is \$32,494.57

- Suggested depreciated Dept. share
 $(\$32,494.57 - 12\%) \times 75\% = \$21,446.64$

(3) Addition

Department's share on sewage and addition

$\frac{235}{270} \times \$450,000 = \$395,496.30$

Dated

March 6, 1973

Recommended by:

C. M. Mullin

District Superintendent of
Education, Kenora/Fort Frances
Education District

TUITION AGREEMENT

THIS AGREEMENT made this _____ day of _____ 19 ____

BETWEEN:

Kenora District Roman Catholic
Separate School Board
in the Province of Ontario
Hereinafter called "the Board".

OF THE FIRST PART

AND

THE INDIANS OF

Whitefish Bay Band
Sabaskong Band
Northwest Angle No. 37 Band
Northwest Angle No. 33 Band

as represented by the Chief and Council,
hereinafter called "the Bands"

OF THE SECOND PART

AND

HER MAJESTY THE QUEEN in right of Canada,
hereinafter called "Her Majesty".

OF THE THIRD PART

AND WHEREAS pursuant to Section 114 (I) of the Indian Act,
R.S.C. 1952, Ch. 149 The Minister of Indian Affairs and Northern Development
may enter into an agreement with the Board.

AND WHEREAS pursuant to Sections 37 (1, 2, & 3) and 72 of The
Schools Administration Act of the Province of Ontario, the Board may enter
into an agreement with Her Majesty the Queen respecting the Education of
Indian Children.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that the parties
hereto covenant and agree with each other as follows:

1. (a) Unless the context otherwise requires, in this Agreement
"Indian Child" means child of an Indian as defined in
the Indian Act (Canada), and includes
 - 1) non-Indian children of women of former Indian status
who return to reserves because of the desertion or
death of their husbands, or for other good reasons,
either living with their mothers on a reserve or with
friends or relatives on a reserve.

....2

- 2 -

- ii) illegitimate non-Indian children of Indian mothers, either living with their mothers on a reserve or with friends or relatives on a reserve.
 - iii) non-Indian children whose mother became Indian by marriage and who live on a reserve.
 - iv) non-Indian children legally adopted by Indian families and living on a reserve with the adoptive parents;
- (b) "Tuition fee" means a per pupil fee paid annually to the Board for each Indian pupil enrolled in the elementary and secondary schools operated by the Board.
- (c) "Minister" means the Minister of Indian Affairs and Northern Development.
2. Her Majesty shall pay to the Board an annual tuition fee for each Indian child and the basic fee shall be calculated as follows:
- (a) For those Indian children attending elementary schools, the fee shall be the total cost of operation of the elementary schools excluding costs related to the amortization of capital expenditures divided by the total enrolment of all children in attendance at the elementary schools;
AND
 - (b) Where the number of students permitted to enrol exceeds the total number of spaces purchased under joint school agreements, part a(a) shall apply and amortization of capital expenditures shall be included.
AND
 - (c) where negotiations between the parties hereto have resulted in the provision of special education services (Part 5) for Indian children and where the Board has incurred additional costs to provide such services Her Majesty shall pay to the Board an amount based upon the terms outlined for such services in Sections 5(8) and 5(9) upon receipt of a certified statement.
3. Her Majesty shall pay tuition fees as described in Section 2 as follows:
- i) On September 30th an amount equal to 100% of the tuition fee for the months of September, October, November and December at the previous year's per capital rate multiplied by the current pupil enrolment.
 - ii) On January 31st an amount equal to 100% of the tuition fee for the months of January, February and March at the previous year's per capital rate multiplied by the current pupil enrolment.
 - iii) On April 30th an amount equal to 100% of the tuition rate for the months of April, May and June at the previous year's per capita rate multiplied by the current pupil enrolment.
 - iv) Notwithstanding the foregoing the tuition fee rate for the then current school year may be applied as and when such is established by the Board and is accepted by the Minister at which time adjustments will be made for prior payments as indicated under (i), (ii) and (iii). A financial schedule shall be submitted to the Minister not later than fifteen (15) days following receipt of an audited financial statement by the Board for any adjustments that may be required for payments previously made.
 - v) The financial schedule referred to in (iv) shall be accompanied by a certified list of Indian pupils enrolled by months in the school(s) administered by the Board.

....3

4. In any instance where in order to provide for the enrolment of Indian children in any school administered by the Board, it is necessary to construct new facilities, expand existing facilities or carry out major renovations, the title to the building(s) being vested in the Board, Her Majesty will enter into a separate agreement for the sharing on a pro rata basis of the capital expenditures arising therefrom provided that ..

.. the Band Council pass a Band Council Resolution indicating the Band's concurrence and provide the other parties hereto with a copy of the Band Council Resolution.

5. The Board shall accept for enrolment in its school, Indian children from the Bands and in addition to the program of studies for the Province of Ontario, shall provide for, or in respect of, the Indian children and the Bands the following services to the extent agreed upon by the parties to this agreement.

- (1) All pupils of Whitefish Bay, Sabaskong and Northwest Angle Bands registered for classes in Father Moss School shall be enrolled in Father Moss School and the Board shall not transfer pupils resident on these reserves to any other school without the approval of the parents.
- (2) The Board agrees that preference shall be given to Indian teachers in the matter of staff appointments to Father Moss School provided that qualifications and ability are judged to be equal.
- (3) The Board will make recreational facilities at Father Moss School available to Indian groups for after school functions according to Board procedures and policy.
- (4) Any equipment purchased as part of a capital sharing agreement for Father Moss School should remain use at this school unless otherwise approved by the Indian Bands
- (5) The Board shall forward notices to the Whitefish Bay and Sabaskong office regarding employment possibilities for maintenance, janitorial, secretarial, construction, general labour, lunch or playground staff.
- (6) The Board shall encourage teaching staff to engage in inter cultural studies through in-service training and summer courses to promote greater understanding of Indian students and thereby help the teachers in their understanding with the students.
- (7) The inclusion of suitable course content providing information about and alerting the students as to the dangers of alcohol, gas and glue sniffing and hallucinatory drugs.
- (8) Assiduous attention to the health and asychological services to answer the needs of Indian children.
- (9) At the parents' request children will be excused from religious instruction or practices.
- (10) These services to be provided by the Board and in return for these special services for Indian students Her Majesty shall pay to the Board an amount equal to per cent of the cost of such services on receipt of a certified statement outlining such costs.
 - A) An Indian primary classroom aide and a general classroom aide if suitable persons are available.
 - B) Training, as a second language, in either Ojibway or English at the recommendation of the Father Moss United School Council and within the provincial school legislation.
 - C) A library of books and materials related to Indian life and culture for research and recreational reading.

- D) Instruction in Indian life, government, history and culture.
 - E) Attendance counsellors approved by any of the four Band Councils.
5. (11) These services to be provided by the Board and in return for these special services for Indian students Her Majesty shall pay to the Board an amount equal to the cost of such services on receipt of a certified statement outlining such costs.
- (A) Emergency taxi service to homes on the reserves where in the opinion of the principal or nurse the illness or accident is considered to warrant home care.
 - (B) Special articles of clothing, materials and equipment where required for such activities as gymnasium classes, home economics and industrial arts - in all cases parents must be given the opportunity to provide for the needs of their children and only where need is established should the school authorities provide such materials - a school inventory and supply should be maintained for carry over use of gym suits and shoes where provided by the Department of Indian Affairs and Northern Development.
 - (C) School lunches (at a per pupil rate subject to negotiation prior to September 1st each year or at the rate in effect the previous year.)
5. (12) The Father Moss United School Council which exists at present as an advisory committee to the Board on matters pertaining to Father Moss School and which represents the interests of the Indian Bands from which Indian students attend Father Moss School and the citizens of Sioux Narrows whose children attend Father Moss School, shall be recognized by the Board as an advisory committee the formation and purpose of this committee to be and include the following:
- A) The committee or council shall consist of 8 members:
 - (1) Five members shall be Indian representatives.
 - (2) Three members shall be from the community of Sioux Narrows.
 - (3) One of the five people in clause (a) shall be the Indian representative to the Board.
 - (4) One of the three people in clause (b) shall be the elected School Board member for the community of Sioux Narrows.
 - B) The chairman of the committee shall be a non-Board member and the chairmanship shall alternate annual between the Indian membership and the Xioux Narrows membership.
 - C) The Father Moss School principal and the Band's Social Counsellor shall be non voting invited guests at all meetings unless notified otherwise prior to a given meeting.
 - C) This committee shall hold meetings at the call of the chair, or on written request of two members of the committee and the chairman will have the right to present to the Board the recommendations of the committee in matters affecting the welfare of students attending Father Moss School. These matters which could affect the students welfare, the following

.....5

- 5 -

- (1) the responsibility to make the recommendations for items 5; 6; 7; 10 a, b, c, d;; as listed in part 5.
- (2) It is understood that the four Bands concerned in this agreement have or will be employing, at cost to Her Majesty, full or part time social counsellors whose services shall be available to Indian students attending Father Moss School. These counsellors shall liaise with the appropriate educational staff of the Board and Her Majesty.

AND

other programs that the Department shall from time to time approve.

6. The Board shall make every effort to involve the Indian Community in school affairs and encourage active participation of Indian parents in the education of their children.

AND

The Board shall continue its present practice of accepting as a member of the Board a representative of the Bands selected by the Bands, such selection will be made in whatever manner the Bands may choose (i.e. election, appointment by Band Council, appointment by the school committee, etc.) and this trustee will have full voting powers.

7. (a) The Board shall retain jurisdiction over the administration, control and operation of the school(s) in which Indian children are enrolled under the terms of this agreement, including the supervision of teaching personnel and all matters related to the curriculum, methods of instruction and material used for instruction.
 - (b) Nothing in the preceding clause precludes the right of Indian parents to exercise an interest in the educational matters of the schools attended by their children.
 - (c) Education officials representing the Minister and the Band may, with the knowledge and approval of the Board assist in planning, developing or improving a cross-cultural educational program suited to the needs of Indian children and any person authorized by Her Majesty shall have the right to visit the school from time to time.
8. All notices or communications required to be given or sent under the terms of this agreement shall be deemed to be sufficiently given or sent if mailed or sent by telegram to the recipient party.

THIS AGREEMENT shall come into force on September 1st, 19____ and shall remain in force from year to year unless:

- (a) renegotiation is requested by any of the parties hereto in which case such request must be made by February 1st, of the then current school year and the renegotiations must be completed by May 1st, of the then current school year.
- (b) termination is requested by any party hereto, in which case such request must be made by January 1st, of the then current school year and be effective June 30th, of the school year following the then current school year.

....6

- 6 -

- (c) cancellation or termination of this agreement will automatically cancel or terminate any finalized related Capital Agreement referred to in section 4 of this agreement.

IN WITNESS WHEREOF these present have been signed by the parties hereto the day and year above written.

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Witness

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Band

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Witness

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Band

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Witness

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Band

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Witness

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Band

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Witness

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Board

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.....
Minister of Indian Affairs
& Northern Development

4. In any instance where in order to provide for the enrolment of Indian children in any school administered by the Board, it is necessary to construct new facilities, expand existing facilities or carry out major renovations, the title to the building(s) being vested in the Board, Her Majesty will enter into a separate agreement for the sharing on a pro rata basis of the capital expenditures arising therefrom provided that ..

.. the Band Council pass a Band Council Resolution indicating the Band's concurrence and provide the other parties hereto with a copy of the Band Council Resolution.

5. The Board shall accept for enrolment in its school, Indian children from the Bands and in addition to the program of studies for the Province of Ontario, shall provide for, or in respect of, the Indian children and the Bands the following services to the extent agreed upon by the parties to this agreement.
 - (1) All pupils of Whitefish Bay, Sabaskong and Northwest Angle Bands registered for classes in Father Moss School shall be enrolled in Father Moss School and the Board shall not transfer pupils resident on these reserves to any other school without the approval of the parents.
 - (2) The Board agrees that preference shall be given to Indian teachers in the matter of staff appointments to Father Moss School provided that qualifications and ability are judged to be equal.
 - (3) The Board will make recreational facilities at Father Moss School available to Indian groups for after school functions according to Board procedures and policy.
 - (4) Any equipment purchased as part of a capital sharing agreement for Father Moss School should remain use at this school unless otherwise approved by the Indian Bands
 - (5) The Board shall forward notices to the Whitefish Bay and Sabaskong office regarding employment possibilities for maintenance, janitorial, secretarial, construction, general labour, lunch-or-playground-staff.
 - (6) The Board shall encourage teaching staff to engage in inter-cultural studies through in-service training and summer courses to promote greater understanding of Indian students and thereby help the teachers in their understanding with the students.
 - (7) The inclusion of suitable course content providing information about and alerting the students as to the dangers of alcohol, gas and glue sniffing and hallucinatory drugs.
 - (8) Assiduous attention to the health and asychological services to answer the needs of Indian children.
 - (9) At the parents' request children will be excused from religious instruction or practices.
 - (10) These services to be provided by the Board and in return for these special services for Indian students Her Majesty shall pay to the Board an amount equal to * per cent of the cost of such services on receipt of a certified statement outlining such costs.
 - A) An Indian primary classroom aide and a general classroom aide if suitable persons are available.
 - B) Training, as a second language, in either Ojibway or English at the recommendation of the Father Moss United School Council and within the provincial school legislation.
 - C) A library of books and materials related to Indian life and culture for research and recreational reading.

- 4 -

- D) Instruction in Indian life, government, history and culture.
 - E) Attendance counsellors approved by any of the four Band Councils.
5. (11) These services to be provided by the Board and in return for these special services for Indian students Her Majesty shall pay to the Board an amount equal to the cost of such services on receipt of a certified statement outlining such costs.
- (A) Emergency taxi service to homes on the reserves where in the opinion of the principal or nurse the illness or accident is considered to warrant home care.
 - (B) Special articles of clothing, materials and equipment where required for such activities as gymnasium classes, home economics and industrial arts - in all cases parents must be given the opportunity to provide for the needs of their children and only where need is established should the school authorities provide such materials - a school inventory and supply should be maintained for carry over use of gym suits and shoes where provided by the Department of Indian Affairs and Northern Development.
 - (C) School lunches (at a per pupil rate subject to negotiation prior to September 1st each year or at the rate in effect the previous year.)
5. (12) The Father Moss United School Council which exists at present as an advisory committee to the Board on matters pertaining to Father Moss School and which represents the interests of the Indian Bands from which Indian students attend Father Moss School and the citizens of Sioux Narrows whose children attend Father Moss School, shall be recognized by the Board as an advisory committee the formation and purpose of this committee to be and include the following:
- A) The committee or council shall consist of 8 members:
 - (1) Five members shall be Indian representatives.
 - (2) Three members shall be from the community of Sioux Narrows.
 - (3) One of the five people in clause (a) shall be the Indian representative to the Board.
 - (4) One of the three people in clause (b) shall be the elected School Board member for the community of Sioux Narrows.
 - B) The chairman of the committee shall be a non-Board member and the chairmanship shall alternate annual between the Indian membership and the Xioux Narrows membership.
 - C) The Father Moss School principal and the Band's Social Counsellor shall be non voting invited guests at all meetings unless notified otherwise prior to a given meeting.
 - C) This committee shall hold meetings at the call of the chair, or on written request of two members of the committee and the chairman will have the right to present to the Board the recommendations of the committee in matters affecting the welfare of students attending Father Moss School. These matters which could affect the students welfare, the following

.....5

MEMORANDUM • GOVERNMENT OF CANADA

TO : Regional Supervisor - Northern Ontario
(Attention Mr. F.M. Shaw)

YOUR FILE No:
129/25-11

FROM : Chief, Education Division

OUR FILE No:
129/25-11 (E10)

SUBJECT: Proposed Joint School - Sioux Narrows

DATE:
May 12, 1961.

I refer to the exchange of correspondence on the above project and, to a telephone conversation with Mr. Foss in which he explained to me the difficult situation he was in as a result of my letter of May 5 concerning our contribution to this school. It is most unfortunate that Mr. Foss did not inform me specifically that the teachers quarters to be attached to the school were exempt from provincial grant, since he knew this to be so and of course, I was remiss in not asking this question directly.

It is generally assumed by the party providing teachers quarters that they will be revenue earning. Through the rental charged, the party will eventually recover all or part of the investment. If such is the case at the proposed joint school at Sioux Narrows the Board should not expect a contribution from the Federal Government towards the cost of the construction of the teachers quarters. If, on the other hand, these quarters are to be provided free of charge to the teachers this would be reflected in lower salaries for the teachers and lower operating costs for the school so that, indirectly, the investment in the teachers quarters would be recovered.

Would you please contact the School Board and investigate the arrangements that are to be made with respect to the rental of the teachers quarters or the recovery of rental equivalent through reduced salaries and what affect this will have on operating costs.

I should appreciate your report as soon as possible when you have met with the School Board.



R. F. Davey
R. F. Davey.

c.c. Mr. F.J. Foss

CCSB Standard 6 GP-22; PP&S Cat. No. 3590

*I shall await your
reply.*
I



MEMORANDUM OF AGREEMENT MADE THIS 10 DAY OF March 1962
BETWEEN:

HER MAJESTY THE QUEEN in right of Canada
represented herein by the Minister of
Citizenship and Immigration, hereinafter
called "the Minister"

OF THE FIRST PART

AND

THE SIOUX NARROWS BOARD OF CATHOLIC SCHOOL
TRUSTEES in the Province of Ontario,
hereinafter called "the Board"

OF THE SECOND PART

WHEREAS the parties hereto have agreed to share the cost
of construction of a four-classroom school with utility room for
Indian and non-Indian children at Sioux Narrows in the Province of
Ontario, which school is to be known as the Father Ness School
(hereinafter called "the school");

WHEREAS the Board estimates that the cost of construction
of the school, including architects fees, site, landscaping,
furnishings and equipment, will be ONE HUNDRED AND SEVENTY-TWO THOUSAND
AND FIFTY-TWO (\$172,052) DOLLARS;

NOW THIS AGREEMENT WITNESSETH that the parties hereto
hereby covenant and agree each with the other as follows:

1. The Minister shall pay to the Board 50% of the cost of construction
of the school but the Minister's liability under this agreement
shall not exceed the sum of EIGHTY-SIX THOUSAND AND TWENTY-SIX
(\$86,026) DOLLARS.
2. The share of the cost of construction of the school payable
to the Board pursuant to paragraph 1 shall be paid as follows:
Two-thirds of such share on the execution of this
agreement and the balance of the share on receipt
by the Minister of an audited statement from the
Board setting forth the expenditures with respect
to the cost of construction of the school.

...2

-2-

3. The Minister shall pay to the Board a tuition fee for each Indian child in attendance at the school but the tuition fee charged by the Board shall not exceed the net average cost per child in operating the school.
4. The Minister shall endeavour
 - (a) to ensure the regular attendance of the Indian children at the school, and
 - (b) to maintain a standard of health, cleanliness and clothing among the Indian children attending the school comparable to that of the non-Indian children attending the school.
5. The Board shall
 - (a) arrange forthwith for the construction of the school, and
 - (b) forward to the Minister, upon completion of construction of the school, an audited statement of expenditures with respect to the cost of construction of the school.
6. The Board shall accept for enrolment in the school, at the commencement of each school year, eighty Indian children residing on the Whitefish Bay and Schackong Reserves and shall provide to such children the same educational facilities and instruction as it provides to the non-Indian children.
7. The Board shall ensure that there will be no segregation in the school by reason of race or colour.
8. The Board shall quarterly forward to the Minister a statement of tuition fees to be paid with respect to the Indian children attending the school.
9. Nothing in this agreement shall confer on the Minister any right of supervision over the curriculum, the administration and teaching personnel, the methods or materials of instruc-

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-3-

tion or management generally of the school, provided the Minister or any person authorised by the Minister, shall have the right to inspect the school from time to time.

IN WITNESS WHEREOF these presents have been signed by the parties hereto, the day and year above written.

Signed, sealed and delivered
in the presence of:

Laura McCormack
.....
as to the signature of the Deputy
Minister of Citizenship and
Immigration.

Joseph Elie
.....
as to the signature of the Board.

Serge Z. Dardin
.....
Deputy Minister

M. G. Beaudette *Trussee*
B. Matheson *Chairman*
Board
R. Geron *Secretary*
Board.

Sabaskong Band Council,
(Assabasca)
Nestor Falls, Ontario,
April 4, 1962.

Mr. L.E. Fawcett,
Superintendent of Schools,
Indian Affairs Branch,
Port Arthur, Ontario.

Dear sir,

We the undersigned at a meeting legally convened at the Sabaskong Indian School on the evening of April 4, 1962 at 7:30 p.m. decided the following items and secured signatures enclosed to verify these decisions-

1. That when an earlier decision was taken regarding our school and pupils, there was a misrepresentation- namely that only a few persons signed and they were under the impression that the proposed new school at Sioux Narrows was for high school pupils only. The high school was emphasized and the people consulted were not fully acquainted with the English Language. Had it been put to them in our native language no such decision would have been made.

2. We also decided that we wish to have our children taught on the reserve, under our supervision, where Pagans, Protestants and Catholics share the modern school we have, which is well equipped with good teachers who have worked hard to obtain the present standard and enrollment. We feel that the children should be with us at home, share in our family life, and live in our environment in an Indian atmosphere.

We feel also that since most of us go trapping and guiding, we know our wives will see to our children at home where they share a mother's love and care. We feel that a school 40 miles away is not workable as the children would not be able to meet an early bus in sub-zero weather.

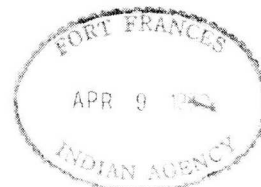
We feel also that the harmony now existing in this non-denominational school should persist as it is now and this we desire as parents and according to the Indian Act, paragraph II7.

3. We also decided that the custom which we have of sending our high school pupils to the Fort Francis Collegiate should continue as already agreed with the Indian Affairs Branch. We are aware of the futility of sending pupils to a school 40 miles away for one or two years and then have to eventually send them to Fort Francis for the completion of Grades II to 13. We feel that these decisions are the best for our children.

(Signed)

Napoleon Prince Secretary.

Paul H. Kelly Councillor.



Paul Kelly
Mrs Edward Kelly
Gertrude Copeland
John Copeland
Henry Copeland
Maggie Copeland
Mrs Waverley Seymour
Mrs. Marion Kelly
Mr & Mrs Alex Kelly for Parents Florence Kelly
Mr & Mrs Patrick Kelly
Edward Copeland
to Mr & Mrs Gilbert Prince X
Christine Leonard
Mrs Mrs. John Shebkyit X
Mrs Mrs Hapelon Prince
Mr & Mrs Lorne Indians
Tom Shebkyit
George Shebkyit X
Joe Indians
Mr & Mrs John Indians
Bob Indians X
John Jim Kelly
Howard Jobe
Jim H Kelly
Harry Kelly
~~John Jim Kelly~~

DEPARTMENT OF CITIZENSHIP AND IMMIGRATION
INDIAN AFFAIRS BRANCH
BAND COUNCIL RESOLUTION

The words "From our Band Funds" must appear in all resolutions requesting expenditures from Band Funds.

The Council of the Whitefish Bay Band of Indians,
(Name of Band)
in the Kearney Indian Agency,
(Name of Agency)
in the Province of Ontario at a meeting, held at Whitefish Bay Reserve
(Name of Province in full) (Name of Place)
this nineteenth day of April A.D. 19 61
(In Full) (Month)

DO HEREBY RESOLVE: that we are in favor of having the children of the Whitefish Bay Band attend the Roman Catholic School at Sioux Narrows.

Chief Wm. Gauthier
(Chief)

Geo. Thompson
(Councillor)

Harry White
(Councillor)

(Councillor)

(Councillor)

(Councillor)

(Councillor)

(Councillor)

(Councillor)

(Councillor)

(Councillor)

(Councillor)

(Councillor)

FOR HEADQUARTERS USE ONLY				
1. TRUST ACCT	2. CURRENT BALANCES		3. Expenditure \$	4. Authority Indian Act Sec.
	A. Capital \$	B. Revenue \$		
5. Source of Funds <input type="checkbox"/> Capital <input type="checkbox"/> Revenue				
6. Recommended			7. Approved	
Date _____ Superintendent, Reserves and Trusts			Date _____ Director, Indian Affairs	

MEMORANDUM • GOVERNMENT OF CANADA

TO : Mr. F.J. Foss, District School Superintendent,
Port Arthur, Ontario

YOUR FILE No:
129/25-11 (E)

FROM : Chief, Education Division

OUR FILE No:
129/25-11 (E10)

SUBJECT: Proposed Joint School - Sioux Narrows

DATE:
May 5, 1961.

I refer to the exchange of correspondence on the above proposal. In my letter to you of March 22 I pointed out that the school plans would have to meet the requirements of the Department of Education before we could enter into agreement with the Sioux Narrows Separate School Board.

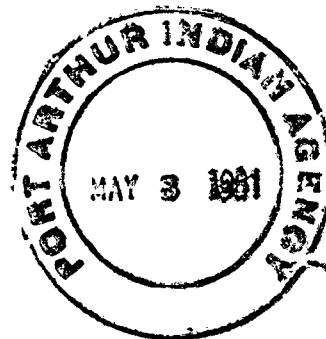
You expressed some dubiety about the teachers quarters in the plans submitted to this office. I am now informed by the Ontario Department of Education that the grant-earning portion of the school consists only of the classrooms and the playroom, the maximum cost of which is not to exceed \$60,000. Since the contribution of the Department can only be made on public school buildings approved by the Provincial Government, I have to inform you that our contribution can only be a portion of the \$60,000, and not, as earlier stated before the complete data was available, \$137,300.

Would you please inform the Board and advise me of their decision with respect to the joint school under these circumstances.

ORIGINAL SIGNED BY
L. G. P. WALLER

R. F. Davey.

RCM/ap



- 2 -

The Board shall,

- (a) arrange forthwith for the agreed upon accommodation,
and
 - (b) forward to the Minister upon completion of the construction
of the School an audited statement of expenditures.
5. The Board shall accept up to 174 Indian pupils in the Father Moss School at the commencement of each school year and shall make every effort to provide an educational program suited to their needs.
 6. The Board will make every effort to involve the Indian community in School affairs and encourage active participation of Indian parents in the education of their children.
 7. Nothing in this agreement shall confer on the Minister any right of supervision over the curriculum, the administration and teaching personnel, the methods or materials of instruction or management generally of the School, provided the Minister or any person authorized by the Minister shall have the right to visit the School from time to time.
 8. The parties hereto release each other from the covenants and agreements set forth in Agreement No. 136, dated March 10, 1962 and Agreement No. 194 dated March 16, 1964 and Agreement No. 323, dated February 8, 1967 and this Agreement is substituted therefor. All rights and duties arising from Agreement No. 136 dated March 10, 1962, and Agreement No. 194, dated March 16, 1964, and Agreement No. 323, dated February 8, 1967 shall be governed by this Agreement.

IN WITNESS WHEREOF these presents have been signed by the parties hereto the day and year above written.

.....
Witness

R. R. Brown
.....
Witness

.....
Assistant Deputy Minister
(Indian and Eskimo Affairs)

J. M. Allen
.....
Board

I have read the above Agreement and understand the nature of the project. On behalf of the Indian people concerned with this school program we concur with the arrangements in this contract and the participation of the Department of Indian Affairs and Northern Development in this Joint School Agreement.

Chief, Whitefish Bay Band
.....
Title

Original signed by
X Andy White
.....
Signature

"AGREEMENT OF AGREEMENT" made this 18th day of February, 1971.

TO:

1

HER MAJESTY THE QUEEN in right of Canada
represented herein by the Minister of
Indian Affairs and Northern Development
hereinafter called "the Minister".

OF THE FIRST PART

AND

THE KENORA DISTRICT ROMAN CATHOLIC SEPARATE
SCHOOL BOARD, in the Province of Ontario
hereinafter called "the Board"

OF THE SECOND PART

WHEREAS the parties hereto entered into previous written Agreements:

- (a) Agreement No. 136 - dated March 10, 1962 on behalf of 80 Indian pupils at a cost of \$95,003.00 to the Department
- (b) Agreement No. 194 - dated March 16, 1964 on behalf of an additional 35 Indian pupils at a cost of \$35,446.76 to the Department.
- (c) Agreement No. 323 - dated February 8, 1967 at a cost of \$6,268.71 to the Department.

AND WHEREAS the Board is renovating classroom accommodation in order to provide improved facilities for its kindergarten programme and is remodelling two teacherages at the Father Moss School at an estimated cost of \$22,000.00.

AND WHEREAS the enrolment will be 174 Indian pupils in a total enrolment of 200 in the School.

NOW THIS AGREEMENT WITNESSETH that the parties hereto hereby covenant and agree each with the other as follows:

1. The Minister shall pay to the Board $174/200$ ths x \$22,000.00 an amount not to exceed \$19,140.00 under this Agreement.
2. The contribution referred to above shall be paid as follows:

One-third on presentation of evidence that a contract has been awarded and the balance of the cost to be paid on presentation of progress of work or completion of the project to the satisfaction of the Minister.

3. The Minister shall pay to the Board a tuition fee for each registered Indian child (subject to the provision of Section 4 (3) of the Indian Act) in attendance at the School.

Father Moss School - Sioux Narrows

Enrolments (All Pupils) - Last School Day of September

Year	K	1	2	3	4	5	6	7	8	9	10	Total
1962		15	5	12	16	13	23	24	28	8	7	151
1963		22	12	10	21	25	12	19	17	18	7	163
1964		16	15	15	15	25	20	27	12	13	13	171
1965		18	15	14	23	22	26	26	26	28	10	208
1966		8	14	14	14	23	14	19	16			122
1967		16	8	13	12	25	24	14	16			128
1968		41	15	26	18	18	28	23	13			182
1969		30	34	19	24	18	16	28	14			183
1970	32	35	22	43	17	15	17	15	24			220
1971	29	40	33	20	39	13	12	17	13			216
1972	31	42	22	30	26	30	15	17	14			227

Note: 1. Sept/63 to Sept/72 figures taken from

Principals' Statistical Reports.

11. Sept./62 figures not available in Principal's Statistical Report, so

obtained from check of Attendance Registers by present principal, Mr. C. Morris.

Joint School Agreements

Agreement No. 179 File Number 431/25-11-179
 Name of Board Kenora R. C. Separate School Board
 Agency Kenora Reserve Student Residences
 Type of Construction: added _____ new ✓
 detail 5 classrooms, General purpose room.
Br. 6, 7, 8.
 Date of Agreement (NA) Nov. 22/63
 Name of School _____
 Total enrolment 150 Indian 35
 Total Construction Cost 192,772.05 55,150
Board's Provis share _____ Federal 44,980.04

Address Correspondence to _____
Box 628 Kenora
Mr. M. S. Roy, Sec. Treas.

Cheques sent

Date	Amount	Balance due
<u>Dec 6/63</u>	<u>\$ 14,994 (1/3)</u>	
<u>Mar 26/64</u>	<u>14,994 1/2</u>	
	<u>Balance to total of \$ 44,980.</u>	

Remarks: _____

Joint School Agreements

Agreement No. _____ File Number 431/25-11-136

Name of Board R. C. S. S. Improvement District
of Sioux Narrows.

Agency Kenora Reserve _____

Type of Construction: added ☒ new _____

detail _____

Date of Agreement _____

Name of School Father Moss

Total enrolment n/a Indian n/a

Total Construction Cost 9297.41 87/122

Board's share _____ Federal 6268.71

Address Correspondence to Mr. Alon Beaudreau
Dep't. Municipal Affairs
500 Cumberland St. Port Arthur

Cheques sent

Date Amount Balance due

Jan 7/67 6268.71 nil

Remarks: _____

132
87
45

6268.71

Joint School Agreements

Agreement No. 136 File Number 431/25-11-136

Name of Board Saint Namons S. S. Board

Agency Monrovia Reserve Whitehead Bay, 1
Salakong.

Type of Construction: added _____ new X
detail 4 classrooms, gym.

Date of Agreement March 10, 1962

Name of School Bathel Moss School

Total enrolment _____ Indian 80

Total Construction Cost 19,871.27
Board's share _____ Federal 50%
95,005.00

Address Correspondence to _____
Rev. R. Farrow, O.M.D.

Cheques sent

Date	Amount	Balance due
<u>27/4/62</u>	<u>57,251.00 (2/3)</u>	<u>28,675.00</u>
<u>20/11/62</u>	<u>28,675.00 (1/3)</u>	<u>nil</u>
<u>6/8/62</u>	<u>8,982.00</u>	<u>Share of overage cot. Direct with H.Q.</u>

Remarks: 295,008
per over.

136

Nov. 14/62 operating 5 classrooms instead of 4.
Indian enrolment 77

Total cost to 191,922.23.

June '63 Indian enrolment 61

Oct. 11/63 3 classrooms, a general room
principals office, teachers room,
fifth classroom in outbuilding

Sept/63 69 treaty 14 non-treaty
some of them not
on reserve.

4/11/63 \$800 to skating rink through
tribunal billing.

Commencing - Feb '64 Branch to pay 4⁰⁰ extra
per pupil per month (40 vice 36) towards water
line. Province contributed \$3000.

32336.05
6469.21
25868.84
12934.42
25868.84
2

32336.05
64672.10
3
3/4

32494.57
3899.35
28595.22
142976.10
60166.54
44641.50
32494.57
64989.14
32494.57
389934.84

Second Agreement

Joint School Agreements

Agreement No. 194 File Number 031/25-11-136

Name of Board St. James Roman Catholic Separate School

Agency Kenora Reserve Whitefish Bay + Salvadong

Type of Construction: added X new _____
detail 2 classroom

Date of Agreement March 14/64

Name of School Father Moss

Total enrolment _____ Indian 115

Total Construction Cost 58,000.00

Boards share _____ Federal 29,000.00
with amendment 35,446.76

Address Correspondence to _____

Fr. R. Daron

Cheques sent

Date	Amount	Balance due
------	--------	-------------

<u>March 24/64</u>	<u>19,332.32</u>	
--------------------	------------------	--

<u>Oct. 1/64</u>	<u>9,666.68</u>	
------------------	-----------------	--

Remarks: Waterline brought above to 6,446.76

Feb 10/66 6446.76

(HART)

61 446.76

115

115 Indian

Total of all agreements as of Jan 166

130,454.76

130,454.76

Plus third agreement 2268.71

136723.47

between Jan 66 + Agreement

national

Federal

Address of the Correspondence to

the address of the

date

the address of the



Indian and
Northern Affairs

Affaires indiennes
et du Nord

10500 MAR 26 73

Toronto M4T 2P8, March 23, 1973.

District Supervisor,
Kenora.

Your file Votre référence

Attn: District Superintendent
of Education

Our file Notre référence 487/25-11 (E4)

Joint School Submission
Father Moss School

Attached is original and one copy of the Joint School Submission for your approval. I have kept a copy for Mr. Rehaluk's information and will forward a copy to Headquarters for formal submission when I receive approved copies from you.

Also attached is the Board's letter dated February 23, copies of which have been kept on file here.

Jan S. DeFuria
M. Rehaluk,
A/Assistant Regional
Director (Education).

Attachments

JOINT SCHOOL SUBMISSION

Date: March 15, 1973

File: 487/25-11

Location: Kenora

1. The full official title of the contracting Party:

Kenora District Roman Catholic Separate School Board

2. The name of the proposed school:

Father Moss

3. Have the Band Council and/or the parents expressed themselves in favour of the joint school? Yes: X No:

B.C.R.'s to be revised re accommodation; two N.W.A. Bands now to be included and their B.C.R.'s anticipated soon

4. Existing Facilities

No. of Classrooms 5 + office area converted to classroom and outbuilding formerly used for industrial arts now classroom area for two groups.
Actually 5 standard classrooms and 3 substandard classroom areas.

Gymnasium X

Industrial Arts room: This is the outbuilding referred to in classrooms above which is being used for two substandard classrooms

Other Facilities: small kitchen, washrooms, self-contained water system and storage area off gym used for principal's office and staff

Teachers' quarters provided:

- | | |
|-----------------------------|------------|
| a) one 1-bedroom bungalow | Capacity 1 |
| b) a duplex with 5 bedrooms | " 5 |
| c) two 2-bedroom trailers | " 2 - 4 |

What was the original cost? According to the Board, the cost of fixed assets are:

Land and Improvements	\$ 25,899.05	
Buildings		
School and Annex	242,726.84	
Principal's residence & teachers' duplex	44,387.88	
Furniture and Equipment	30,862.29	
Waterline	16,530.99	
Trailers (teacher accommodation)	14,928.22	
Truck & snowplow	3,675.00	
Total cost to December 31, 1972		\$379,010.27

* see breakdown "Depreciated Cost"

Pupil capacity of Existing Facilities

Based on 25 per classroom & 30 per kindergarten: approx. 205 with only
5 standard classrooms to remain and capacity 125
Actual enrolment September 1972 - 217

Depreciated Costs

According to information supplied to the Board by Mr. P. C. Clarkin, during his term as District Superintendent of Education, the D.I.A.N.D. paid \$142,517.00 prior to December 31, 1968.

I do not dispute my predecessor's figures, however, the figures compiled herein and based on all the available information I can find on file show a total of \$136,723.47 plus some tuition payments on rinks, water lines and sewage systems which could bring it up to \$142,517.00 out of what the Board estimates their capital assets to be as of December 31, 1968. (\$321,488.70)

● The agreements would seem to indicate our Department paid their share according to enrolment proportions for all capital assets but about \$32,336.05 from the period September 1962 to December 31, 1968. From what few bits of information I can decipher, our Department paid for some portions of teacher accommodations provided by the Board but this difference may represent other portions of such Board expenditures.

Tuition Fees: It is impossible to ascertain whether debenture costs were included in tuition fees from September 1962 to December 31, 1968. A straight fee of \$36 per month was paid from September 1962 to December 1962. A straight fee of \$40 per month was charged from January 1, 1963 through to December 31, 1967. The original intent of this extra \$4 was capital of a non-structural nature. For this period no audited annual statements were provided. In its final year of operation, this small Board did charge tuition on audited costs including debenture costs.

New Board: From January 1, 1969 to December 31, 1972, the Boards total capital outlay is listed as \$57,521.57. The Department of Indian Affairs and Northern Development has contributed 174/200th of \$25,027th of this or \$21,773.97. It would appear that we have not contributed on some \$32,494.57 over the period January 1, 1969 to December 31, 1972, except some interest charges for those students numbering over 150 between January 1, 1969 to June 30, 1972. This Board inherited no debentures in 1969 and so no charges have ensued since then. Therefore, it would appear a total of \$32,336.05 was not covered sometime between 1962 and 1968 and another \$32,494.57 was not covered between 1969 and 1973 for a total to be depreciated \$64,830.62 for varying numbers of years.

5. New Facilities

Addition to existing building Yes X No _____

Replacement of/or alterations to replace building Yes

Number of classrooms: 3 + kindergarten (4)

Library 1 Principal's office 1 Staff room 1

Showers and Change rooms 2 each

Other facilities: enlarge kitchen, cafeteria, health room, sewage disposal system, ancilliary space in above ground basement area to be used for home economics and industrial arts or art and science or grades 9 & 10 or future enrolment increases or adult education, rewiring existing

The outbuilding initially an industrial arts building and now divided for two substandard classrooms would be vacated and office space presently used as a substandard classroom space would be enlarged into a regular classroom in the new plan.

6. Estimated Cost of New Construction

Depreciated value of existing facilities	
Contracted cost of construction (school addition)	320,000
Site and Lanscaping (including sewage system)	80,000
Architect's Fees	26,000
Contingency	12,000
School Equipment and furnishings	12,000

TOTAL COST

Construction Date: a) sewage system July 1973
b) addition 1974

7. Joint School Enrolment (September 1972 - June 1973)

No. non-Indian pupils 34

No. Indian pupils	193
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Pupil capacity (actual)	227	Capacity according to 25 & 30 rating	205
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Bands involved: Whitefish Bay, Sabaskong, North West Angle 33 and North West Angle 37

Religion: various

Name of School attended presently: Father Moss

Grades of Instruction Kindergarten to Grade 8

Residential status of Indian children living outside reserve N/A

Past attendance record by years (since Indian children have been attending)

1962	approximately 79 Indian (Sept. to Dec.) out of 151
1963	average for year 85 Indian out of 163
1964	" " " 85 " " " 171
1965	" " " 95 " " " 208
1966	" " " 78 " " " 122
1967	" " " 88 " " " 128
1968	" " " 124 " " " 182
1969	" " " 147 " " " 183
1970	" " " 165 " " " 220
1971	" " " 166 " " " 216
1972	" " " 188 " " " 227

Five year projection of Indian attendance:

1972 - 193	1973 - 210	1974 - 225	1975 - 235
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8. Approximate per capita cost of new construction \$

Total amount of the Department's contribution

 pupils x \$ = \$

9. Anticipated date of completion: December 1974

10. Has construction of new school the approval of provincial gov't: Yes No
(Ontario Department of Education will not approve without D.I.A.N.D. commitment)

11. Previous agreements and contributions of Canadian Government with numbers of Indian and non-Indian pupils involved:

(a) Date of Agreement #136 March 10, 1962 Total Cost \$191,923.23

Federal Contribution \$95,008.00 (\$86,026.00 by Agreement + \$8,982 direct from HQ)

Total Enrolment 160 Total Indian Enrolment 80

(b) Date of Agreement #194 March 16, 1964 Total Cost \$61,446.76

Federal Contribution \$35,446.76 (50% of \$58,000 Agreement + \$6,446.76 supplement on water line based on 115 students)

Total Enrolment 70 Total Indian Enrolment 35

(c) Date of Agreement #323 February 8, 1967 Total Cost \$9,297.41

Federal Contribution \$6,268.71

Total Enrolment 132 Total Indian Enrolment 87

(d) Date of Agreement #522 February 18, 1971 Total Cost \$25,027

Federal Contribution \$21,773.97

Total Enrolment 200 Total Indian Enrolment 174

(e) Special

(a) Tuition Payment on outdoor rink - November 4, 1963 \$ 800

(b) " " on water facilities 1965 - I.A.B.
1/2 x \$6,168 3,084

(c) " " on water line - January 27, 1966
1/2 x \$11,177.50 5,589

12. federal schools previously closed after earlier joint school agreements at Father Moss.

13. Distance of joint school from centre of Indian school population:

- (a) Sabaskong 30
- (b) Whitefish Bay, North West Angle 33 & 37 Portions 12

14. Tuition Agreement

Proposed draft submitted to School Board January 9, 1973. According to Board's letter of February 23, 1973 to District Superintendent of Education, D.I.A.N.D., page 4, the Board is willing to commit itself to signing such an agreement but will require more time to study proposed draft forwarded to them.

15. Estimated Expenditure on Construction (Current Year)

\$80,000 sewage system plus capital revenue expenditures 1969, 1970 & 1972.

16. Remarks:-

- 1. Ontario Department of Education will not approve or allow Board to sell debentures without a specific commitment from our Department.
- 2. Sewage Treatment plant must be built this summer or health authorities will take action.

17. Recommendations:-

- 1. That the Department of Indian Affairs and Northern Development make a commitment in writing to enter into a joint school agreement on a shared basis of 235/270ths of a building program mutually agreed upon by the Indian Bands whose children attend Father Moss School, the Kenora District Roman Catholic Separate School Board and the Department of Indian Affairs and Northern Development.
- 2. That in addition to this written commitment the Department of Indian Affairs and Northern Development make available at least \$50,000 as their share of capital costs absorbed in the past three years at Father Moss School and for the 1973 capital expenditures the Board must incur for a new sewage disposal system.
- 3. That the Department of Indian Affairs and Northern Development give special consideration to the following conditions:
 - (a) the Board is quite small and cannot finance an immediately needed (delayed a year already) sewage treatment plant;
 - (b) over 90% of the enrolment in this school is Indian;
 - (c) the Ontario Ministry of Education will give no approvals or allow debenture sale without a definite commitment from D.I.A.N.D.

Dated:

March 6, 1973

Recommended by:

District Superintendent of Education,
Kenora/Fort Frances District.

MR. C. L. POIRIER, CHAIRMAN
SISTER M. TWOMEY, B.A., SUPERVISING PRINCIPAL
MR. J. G. McMILLAN, BUSINESS ADMINISTRATOR AND
SECRETARY-TREASURER

THE KENORA DISTRICT R.C.
SEPARATE SCHOOL BOARD

TEL. 468-9851 — 200 FIRST STREET NORTH — KENORA, ONTARIO

February 23, 1973

Department of Indian Affairs and Northern Development
100 - 4th Avenue South
KENORA
Ontario

Attention: Mr. G.A. Mullen
District Superintendent of Education

Dear Sir:

Subject: Proposed addition to
Father Moss School

We are enclosing a schedule of costs of fixed assets located at Father Moss School in Sioux Narrows, which may be summarized as follows:

Land and Improvements	\$ 25,899.05
Buildings	
School and annex	242,726.84
Principals' residence and duplex teachers residence	44,387.88
Furniture and equipment	30,862.29
Waterline	16,530.99
Trailers (teacher accommodation)	14,928.22
Truck and snowplough	3,675.00
Total cost to December 31, 1972	<u>\$ 379,010.27</u>

The above figures do not include items such as audio visual and instructional equipment which costs have been included in your annual billings for tuition fees.

According to information supplied to us by Mr. P.C. Clarkin, during his term of office with you, your Department had paid \$142,517.00 prior to December 31, 1968 toward the cost of assets to that date based on an agreement to educate 115 Indian pupils. Since amalgamation on January 31, 1969, we have billed you \$21,773.97 on joint school agreement #522 which was based on the fraction of 174/200 of the cost of converting the manual arts building to classroom space and of remodelling teacherage accommodation.

The Kenora District R.C.
Separate School Board

Department of Indian Affairs and Northern Development
February 23, 1973
Page 2

The following is a schedule showing actual enrolment at September 29, 1972:

	Full-time Pupils	Half-time Pupils	Equivalent Full-time Enrolment
Indian Pupils	170.0	23.0	181.5
Non-Indian Pupils	26.0	8.0	30.0
Total Enrolment	196.0	31.0	211.5

According to surveys we have taken, the enrolment of Indian pupils will increase and the enrolment of Non-Indian pupils will remain stable with the possibility of a slight deduction.

An architects estimate of the cost of the proposed addition was \$282,307.00. This estimate was done more than two years ago. It was based on a set of preliminary sketch plans which we hope to have changed substantially and it did not include the cost of a sewage treatment plant.

The Kenora District R.C.
Separate School Board

Department of Indian Affairs and Northern Development
February 23, 1973
Page 3

The following is a summary of the estimate referred to above:

Addition Area (finished)		
- 8,540 sq. ft.		
@ \$25.00/sq.ft.		\$ 213,500.00
Addition Area (unfinished)		
- 1,840 sq.ft.		
@ \$12.50/sq.ft.		23,000.00
Alterations Area		
- 850 sq.ft.		
@ \$12.50 sq.ft.		10,625.00
		<u>\$ 247,125.00</u>
Plus 3% Contingency Allowance		7,414.00
		<u>\$ 254,539.00</u>
Plus Arch. - Eng. fees @ 6.5%		16,545.00
		<u>\$ 271,084.00</u>
Plus Equipment:		
4 classrooms		
@ \$1,200.00	\$ 4,800.00	
1 library		
@ \$1,500.00 plus		
1,080 sq.ft.		
@ \$3.50/sq.ft.	5,280.00	
Health room		
274 sq.ft.		
@ \$2.00/sq.ft.	548.00	
Administration		
@ \$8.50 average		
for 70 pupils	<u>595.00</u>	<u>11,223.00</u>
Total Estimated Cost		<u><u>\$ 282,307.00</u></u>

The sketch plans upon which the above estimates are based were sent to your office on February 2, 1971.

The Kenora District R.C.
Separate School Board

Department of Indian Affairs and Northern Development
February 23, 1973
Page 4

Some changes which should be considered are:

- inclusion of an approved kindergarten classroom together with related additional shelving and washroom facilities.
- inclusion of a cafeteria to replace the existing kitchen facilities and eliminate the use of the gym as a lunchroom.
- inclusion of an industrial arts shop and home economics room.
- an outside entrance to the library resource centre and related changes for the purpose of community use of the library.
- inclusion of showers.

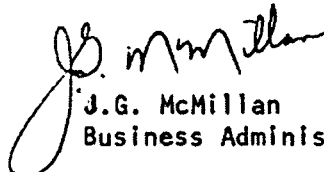
We are enclosing a copy of a memo to our Mr. C. Morris outlining the need for the addition to the school.

The most urgent problem at the present time is the septic field which must be replaced by a sewage treatment plant this summer if we are to avoid having the school closed next winter by the health authorities. This problem was thoroughly explained in our letter of May 4, a copy of which is attached. A copy of the architects cost estimates which were sent to you on May 4, 1972, together with the engineering study is enclosed. The estimate of the cost of a sewage treatment plant made one year ago was \$55,000.00 excluding required plumbing revisions.

As we understood it, your Department will not enter into any joint school agreements until a tuition fee agreement has been signed. Our Board is willing to commit itself to signing such an agreement but we will require more time to study the proposed draft that you sent to us. The problem is that the sewage treatment plant cannot wait - it must be undertaken at once and our Board cannot finance such a project on its own. We cannot sell a debenture without Ontario government approval and such approval will not be forthcoming without a specific commitment from your Department because the school is mainly Indian in population.

We shall be pleased to furnish any additional information which may be required.

Yours truly,



J.G. McMillan
Business Administrator & Secretary Treasurer

Encl:
c.c. C.L. Poirier
C. White
L. Van Walleghem

THE KENORA DISTRICT R.C. SEPARATE SCHOOL BOARD
SCHEDULE OF COSTS OF FIXED ASSETS LOCATED AT
FATHER MOSS SCHOOL, SIOUX NARROWS, ONTARIO

1	Costs to December 31, 1968		
	Land		\$ 20,955.40
	Buildings		
	School	\$ 224,223.29	
	Principals' residence (former Sisters residence)	9,968.58	
	Duplex teachers residence	<u>20,000.05</u>	
			254,191.92
	Furniture and equipment		29,810.39
	Waterline		<u>16,530.99</u>
			<u>\$ 321,488.70</u>
2	Costs incurred during 1969		
	Building		
	Principals' residence and duplex teachers residence		\$ 4,393.00
	Furnishings and equipment (stage drapes)		<u>629.95</u>
			<u>\$ 5,022.95</u>
3	Costs incurred during 1970		
	Land improvements		
	Principals' residence	\$ 840.15	
	Duplex teachers residence	<u>1,500.00</u>	\$ 2,340.15
	Buildings		
	School annex (former manual arts building)	\$ 11,782.85	
	Principals' residence	4,055.01	
	Duplex teachers residence	<u>5,971.24</u>	21,809.10
	Furniture and equipment		
	School annex	\$ 360.00	
	Duplex teachers residence	<u>61.95</u>	421.95
			<u>\$ 24,571.20</u>
4	Costs incurred during 1971		
	Land improvements		
	Trailer sites		\$ 2,603.50
	Buildings		
	School (CATV system)	\$ 1,300.00	
	School annex	<u>1,420.70</u>	2,720.70
	Trailers for teacher accommodation		
	Trailer #1	\$ 5,665.49	
	Trailer #2	<u>6,762.73</u>	12,428.22
	Truck and snowplough		<u>3,675.00</u>
			<u>\$ 21,427.42</u>
5	Costs incurred during 1972 (estimated)		
	Buildings		
	School (replacements-electrical wiring, pumps, etc.)		\$ 4,000.00
	Trailers (septic system)		<u>2,500.00</u>
			<u>\$ 6,500.00</u>
	Total cost of fixed assets (items 1 to 5 above)		<u>\$ 379,010.27</u>

MR. C. POIRIER, CHAIRMAN
SISTER M. TWOMBLEY, B.A., SUPERVISING PRINCIPAL
MR. J. G. McMILLAN, BUSINESS ADMINISTRATOR AND
SECRETARY-TREASURER

THE KENORA DISTRICT R.C.
SEPARATE SCHOOL BOARD

TEL. 468-9851 — 200 FIRST STREET NORTH — KENORA, ONTARIO

MEMO: To C. Morris
FROM: J. McMillan
SUBJECT: Proposed Addition to Father Moss School
DATE: November 29, 1972

The following is the case that we have made with both the Department of Indian Affairs and the Department of Education for the proposed addition:

1. Regular classroom space -

- (a) Projections indicate that there will be an increase in enrolments.
- (b) Temporary classroom space is now overcrowded, removed from the rest of the school program and does not measure up to the Fire Marshal's requirements.

2. Kindergarten classroom -

The proposal calls for a classroom especially built and equipped for this purpose. The existing room is classified as sub-standard and was not originally built as classroom space.

3. Junior Kindergarten classroom -

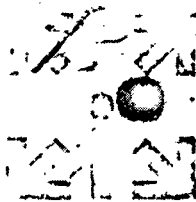
The proposal also calls for a classroom especially built and equipped for this purpose. Educators believe that many learning problems can be avoided through such a program.

4. Library resource center -

Modern trends in education toward pupils doing their own learning through research, the use of audio visual equipment, etc. make a resource center more of a necessity than a luxury as it was in the past.

5. Kitchen facilities -

Inadequate because they were not built for the present enrolment. Should be cafeteria style to make for less disorganization at lunch time. Tables being located in the gym restrict the use of the gym for its intended purpose, namely that of carrying on a physical education program. (also the safety factor of the present system)



Proctor & Redfern Limited

FATHER MOSS SCHOOL
SEWAGE TREATMENT FACILITIES
SIOUX NARROWS, ONTARIO
E.O. 71270

PRELIMINARY COST ESTIMATES

Gravity Sewer (excluding plumbing revisions)		\$12,800.00
Sewage Lagoon		
Clearing & Burning	\$ 1,300.00	
Excavation 4,400 cu. yds.		
@ \$2.50	6,600.00	
Imported Fill 10,000 cu. yds.		
@ \$2.00	20,000.00	
Seed	1,500.00	
Perimeter Fence	600.00	
		\$30,000.00
Spray System		\$ 2,500.00
Seal Filter Bed and Install Return Pump		\$ 500.00
Allowance for Engineering and Contingency (20%)		\$ 9,200.00
TOTAL ESTIMATED COST		<u>\$55,000.00</u>

Proctor & Redfern Limited

22 March, 1972

May 4, 1972

The Department of Indian Affairs
and Northern Development
100 4th Avenue S.
Kenora, Ontario

ATTENTION: MR. G. MULLEN
DISTRICT SUPERINTENDENT OF EDUCATION

Dear Sirs: Re: Father Moss School
 Sewage and Disposal System

For some time the septic field at Father Moss School has been leaking, much to the displeasure of the local health authorities. This is happening in spite of the fact that the field was renewed about five years ago. One problem is that there is bed rock below the field at a depth which does not allow for proper seepage. Furthermore, the existing system was built with far fewer people in mind than are using the facilities at the present time.

Our Board engaged the services of Ranta and Tett: Architects to make preliminary sketch plans of the proposed addition to the school. These people were also asked to examine and make recommendations with regard to the sewage disposal system. They, in turn, engaged the services of Proctor and Redfern Ltd., Consulting Engineers, for the purpose of making a report and recommendations on the sewage disposal system. A copy of the correspondence, reports, drawings, etc. of these firms is attached for your information. Please notice that the preliminary cost estimate of \$55,000. does not include rock blasting and removal or revisions to the existing plumbing.

The enclosed reports say that major revisions to the existing plumbing system may not be necessary. Because of the many problems that we have had with plugged and frozen sewer and water lines this past winter, particularly at the manual arts building and the teacherage buildings, we believe that improvements will have to be made.

You have suggested that there should be no joint school agreements other than for the proposed addition to the school which could include items like the above and other needed facilities and improvements. We also would like to avoid "piece-meal" agreements, but we are of the opinion that the sewage disposal system and certain other items cannot wait.

Since our last joint agreement, we have had to further expand and improve the teacherage facilities which has overburdened the existing plumbing system and caused us a great many problems. Water lines, which were installed quickly before freeze-up, remained frozen for most of the winter.

Department of Indian Affairs
and Northern Development

Page 2

May 4, 1972

The sewer line from the teacherage had to be opened just below the building and raw sewage allowed to flow down a hill under the snow for several months. Because of our still limited space as living accommodations, we have been restricted to local residents who have their own housing for such items as cooking, attendance counselling and caretaking. Anyone hired from outside of Sioux Narrows will require housing. We have not been satisfied with the services provided by some of these people. We could undoubtedly have solved our noon lunches problem if additional housing had been available.

Also since our last agreement we have had to spend some \$3,500. on electrical work in the school. An inspection by a qualified electrician revealed that the wiring was unsafe and would probably be condemned if inspected by the Ontario Hydro. The electrician says that the lighting in the school is sub-standard and will require replacing which could be done when an addition is built.

Our Board recognizes that your Department has contributed heavily over the years, and we have always appreciated your co-operation. We would like your Department to recognize, when being asked to share costs by our Board, that our Board inherited the Father Moss complex on January 1, 1969 long after the damage had been done that we have set out to correct. Examples of the "damage" are poorly constructed teacherage buildings with rotting roofs and without foundations, improperly installed electrical and plumbing facilities, buildings that had not been painted for years and therefore had rotting window and door sills, etc. The list seems to get longer as we do more work.

In view of the urgency of the sewage disposal situation, would it be possible for us to enter into a separate joint-school agreement for this and some of the other items that we have mentioned.

Yours truly,

J. G. McMillan
Business Administrator &
Secretary-Treasurer

JGM:dr

Encl.

ROUND TRIP MEMORANDUM
GOVERNMENT OF CANADA



NOTE DE SERVICE ALLER RETOUR
GOUVERNEMENT DU CANADA

FROM
DE

John W. Fullin

TO
A

Jack McWilliam

Subject - Sujet

Earlier I forwarded a rough draft for a tuition agreement at Father More which omitted Part 5. I have now held discussions with the four Bands and attach copies of a tuition agreement as proposed by the Bands and which is forwarded with their consent for the consideration of the Board. Part 10 of section 5 dealing with shared costs of some special services has been left blank as to the percentage. It is our opinion that the Board, system and non-Indian students at Father More will benefit from these services as well as the Indian students and therefore this part has been left open to negotiation. We are aware of the approximate percentage of students at the present time but are also aware this could go either way and that the Board's overall system benefit beyond the actual percentage of students. I am rushing this draft in the hope of making the deadline of your February Board meeting. After the Board has had a chance to read and discuss the proposed agreement, I would be free to discuss it further.

Signature *C. W. Fullin*

Date *9/1/73*

ORIGINATOR
SOURCE

Remove this copy and its carbon for follow-up - Send copies 1 and 2 intact.

Déterminez en exemplaire et le carbone qui le précède pour rappel - Envoyez les exemplaires 1 et 2 avec carbone.

000985

TUITION AGREEMENT

THIS AGREEMENT made this _____ day of _____ 19 ____

BETWEEN:

Kenora District Roman Catholic
Separate School Board
in the Province of Ontario
Hereinafter called "the Board".

OF THE FIRST PART

AND

THE INDIANS OF

Whitefish Bay Band
Sabaskong Band
Northwest Angle No. 37 Band
Northwest Angle No. 33 Band

as represented by the Chief and Council,
hereinafter called "the Bands"

OF THE SECOND PART

AND

HER MAJESTY THE QUEEN in right of Canada,
hereinafter called "Her Majesty".

OF THE THIRD PART

AND WHEREAS pursuant to Section 114 (I) of the Indian Act,
R.S.C. 1952, Ch. 149 The Minister of Indian Affairs and Northern Development
may enter into an agreement with the Board.

AND WHEREAS pursuant to Sections 37 (1, 2, & 3) and 72 of The
Schools Administration Act of the Province of Ontario, the Board may enter
into an agreement with Her Majesty the Queen respecting the Education of
Indian Children.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that the parties
hereto covenant and agree with each other as follows:

1. (a) Unless the context otherwise requires, in this Agreement
"Indian Child" means child of an Indian as defined in
the Indian Act (Canada), and includes
 - 1) non-Indian children of women of former Indian status
who return to reserves because of the desertion or
death of their husbands, or for other good reasons,
either living with their mothers on a reserve or with
friends or relatives on a reserve.

....2

- 2 -

- ii) illegitimate non-Indian children of Indian mothers, either living with their mothers on a reserve or with friends or relatives on a reserve.
 - iii) non-Indian children whose mother became Indian by marriage and who live on a reserve.
 - iv) non-Indian children legally adopted by Indian families and living on a reserve with the adoptive parents;
- (b) "Tuition fee" means a per pupil fee paid annually to the Board for each Indian pupil enrolled in the elementary and secondary schools operated by the Board.
- (c) "Minister" means the Minister of Indian Affairs and Northern Development.
2. Her Majesty shall pay to the Board an annual tuition fee for each Indian child and the basic fee shall be calculated as follows:
- (a) For those Indian children attending elementary schools, the fee shall be the total cost of operation of the elementary schools excluding costs related to the amortization of capital expenditures divided by the total enrolment of all children in attendance at the elementary schools;
AND
 - (b) Where the number of students permitted to enrol exceeds the total number of spaces purchased under joint school agreements, part a(a) shall apply and amortization of capital expenditures shall be included.
AND
 - (c) where negotiations between the parties hereto have resulted in the provision of special education services (Part 5) for Indian children and where the Board has incurred additional costs to provided such services Her Majesty shall pay to the Board an amount based upon the terms outlined for such services in Sections 5(8) and 5(9) upon receipt of a certified statement.
3. Her Majesty shall pay tuition fees as described in Section 2 as follows:
- i) On September 30th an amount equal to 100% of the tuition fee for the months of September, October, November and December at the previous year's per capital rate multiplied by the current pupil enrolment.
 - ii) On January 31st an amount equal to 100% of the tuition fee for the months of January, February and March at the previous year's per capital rate multiplied by the current pupil enrolment.
 - iii) On April 30th an amount equal to 100% of the tuition rate for the months of April, May and June at the previous year's per capita rate multiplied by the current pupil enrolment.
 - iv) Notwithstanding the foregoing the tuition fee rate for the then current school year may be applied as and when such is established by the Board and is accepted by the Minister at which time adjustments will be made for prior payments as indicated under (i), (ii) and (iii). A financial schedule shall be submitted to the Minister not later than fifteen (15) days following receipt of an audited financial statement by the Board for any adjustments that may be required for payments previously made.
 - v) The financial schedule referred to in (iv) shall be accompanied by a certified list of Indian pupils enrolled by months in the school(s) administered by the Board.

....3

In any instance where in order to provide for the enrolment of Indian children in any school administered by the Board, it is necessary to construct new facilities, expand existing facilities or carry out major renovations, the title to the building(s) being vested in the Board, Her Majesty will enter into a separate agreement for the sharing on a pro rata basis of the capital expenditures arising therefrom provided that ..

.. the Band Council pass a Band Council Resolution indicating the Band's concurrence and provide the other parties hereto with a copy of the Band Council Resolution.

5. The Board shall accept for enrolment in its school, Indian children from the Bands and in addition to the program of studies for the Province of Ontario, shall provide for, or in respect of, the Indian children and the Bands the following services to the extent agreed upon by the parties to this agreement.
 - (1) All pupils of Whitefish Bay, Sabaskong and Northwest Angle Bands registered for classes in Father Moss School shall be enrolled in Father Moss School and the Board shall not transfer pupils resident on these reserves to any other school without the approval of the parents.
 - (2) The Board agrees that preference shall be given to Indian teachers in the matter of staff appointments to Father Moss School provided that qualifications and ability are judged to be equal.
 - (3) The Board will make recreational facilities at Father Moss School available to Indian groups for after school functions according to Board procedures and policy.
 - (4) Any equipment purchased as part of a capital sharing agreement for Father Moss School should remain use at this school unless otherwise approved by the Indian Bands
 - (5) The Board shall forward notices to the Whitefish Bay and Sabaskong office regarding employment possibilities for maintenance, janitorial, secretarial, construction, general labour, lunch or playground staff.
 - (6) The Board shall encourage teaching staff to engage in inter cultural studies through in-service training and summer courses to promote greater understanding of Indian students and thereby help the teachers in their understanding with the students.
 - (7) The inclusion of suitable course content providing information about and alerting the students as to the dangers of alcohol, gas and glue sniffing and hallucinatory drugs.
 - (8) Assiduous attention to the health and asychological services to answer the needs of Indian children.
 - (9) At the parents' request children will be excused from religious instruction or practices.
 - (10) These services to be provided by the Board and in return for these special services for Indian students Her Majesty shall pay to the Board an amount equal to per cent of the cost of such services on receipt of a certified statement outlining such costs.
 - A) An Indian primary classroom aide and a general classroom aide if suitable persons are available.
 - B) Training, as a second language, in either Ojibway or English at the recommendation of the Father Moss United School Council and within the provincial school legislation.
 - C) A library of books and materials related to Indian life and culture for research and recreational reading.

- 4 -

- D) Instruction in Indian life, government, history and culture.
 - E) Attendance counsellors approved by any of the four Band Councils.
5. (11) These services to be provided by the Board and in return for these special services for Indian students Her Majesty shall pay to the Board an amount equal to the cost of such services on receipt of a certified statement outlining such costs.
- (A) Emergency taxi service to homes on the reserves where in the opinion of the principal or nurse the illness or accident is considered to warrant home care.
 - (B) Special articles of clothing, materials and equipment where required for such activities as gymnasium classes, home economics and industrial arts - in all cases parents must be given the opportunity to provide for the needs of their children and only where need is established should the school authorities provide such materials - a school inventory and supply should be maintained for carry over use of gym suits and shoes where provided by the Department of Indian Affairs and Northern Development.
 - (C) School lunches (at a per pupil rate subject to negotiation prior to September 1st each year or at the rate in effect the previous year.)
5. (12) The Father Moss United School Council which exists at present as an advisory committee to the Board on matters pertaining to Father Moss School and which represents the interests of the Indian Bands from which Indian students attend Father Moss School and the citizens of Sioux Narrows whose children attend Father Moss School, shall be recognized by the Board as an advisory committee the formation and purpose of this committee to be and include the following:
- A) The committee or council shall consist of 8 members:
 - (1) Five members shall be Indian representatives.
 - (2) Three members shall be from the community of Sioux Narrows.
 - (3) One of the five people in clause (a) shall be the Indian representative to the Board.
 - (4) One of the three people in clause (b) shall be the elected School Board member for the community of Sioux Narrows.
 - B) The chairman of the committee shall be a non-Board member and the chairmanship shall alternate annual between the Indian membership and the Sioux Narrows membership.
 - C) The Father Moss School principal and the Band's Social Counsellor shall be non voting invited guests at all meetings unless notified otherwise prior to a given meeting.
 - C) This committee shall hold meetings at the call of the chair, or on written request of two members of the committee and the chairman will have the right to present to the Board the recommendations of the committee in matters affecting the welfare of students attending Father Moss School. These matters which could affect the students welfare, the following

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- 5 -

- (1) the responsibility to make the recommendations for items 5; 6; 7; 10 a, b, c, d;; as listed in part 5.
- (2) It is understood that the four Bands concerned in this agreement have or will be employing, at cost to Her Majesty, full or part time social counsellors whose services shall be available to Indian students attending Father Moss School. These counsellors shall liaise with the appropriate educational staff of the Board and Her Majesty.

AND

other programs that the Department shall from time to time approve.

6. The Board shall make every effort to involve the Indian Community in school affairs and encourage active participation of Indian parents in the education of their children.

AND

The Board shall continue its present practice of accepting as a member of the Board a representative of the Bands selected by the Bands, such selection will be made in whatever manner the Bands may choose (i.e. election, appointment by Band Council, appointment by the school committee, etc.) and this trustee will have full voting powers.

7. (a) The Board shall retain jurisdiction over the administration, control and operation of the school(s) in which Indian children are enrolled under the terms of this agreement, including the supervision of teaching personnel and all matters related to the curriculum, methods of instruction and material used for instruction.
 - (b) Nothing in the preceding clause precludes the right of Indian parents to exercise an interest in the educational matters of the schools attended by their children.
 - (c) Education officials representing the Minister and the Band may, with the knowledge and approval of the Board assist in planning, developing or improving a cross-cultural educational program suited to the needs of Indian children and any person authorized by Her Majesty shall have the right to visit the school from time to time.
8. All notices or communications required to be given or sent under the terms of this agreement shall be deemed to be sufficiently given or sent if mailed or sent by telegram to the recipient party.

THIS AGREEMENT shall come into force on September 1st, 19____ and shall remain in force from year to year unless:

- (a) renegotiation is requested by any of the parties hereto in which case such request must be made by February 1st, of the then current school year and the renegotiations must be completed by May 1st, of the then current school year.
- (b) termination is requested by any party hereto, in which case such request must be made by January 1st, of the then current school year to be effective June 30th, of the school year following the then current school year.

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- 6 -

- (c) cancellation or termination of this agreement will automatically cancel or terminate any finalized related Capital Agreement referred to in section 4 of this agreement.

IN WITNESS WHEREOF these present have been signed by the parties hereto the day and year above written.

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Witness

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Band

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Witness

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Minister of Indian Affairs
& Northern Development

ROUND TRIP MEMORANDUM
GOVERNMENT OF CANADA



NOTE DE SERVICE ALLER RETOUR
GOUVERNEMENT DU CANADA

Return
to
Renvoyez
à

Gord McMillan

Fold | Plier - 3

From
De

Jack McMillan

File No. (originator) - Dossier n° (source)

File No. (addressee) - Dossier n° (destinataire)

Subject - Sujet

Earlier I forwarded a rough draft for a tuition agreement at Father Moss which omitted part 5. I have now held discussions with the four Bands and attach copies of a tuition agreement as proposed by the Bands and which is forwarded with their consent for the consideration of the Board. Part 10 of section 5 dealing with shared costs of some special services has been left blank as to the percentage. It is our opinion that the Board, system and non-Indian students at Father Moss will benefit from these services as well as the Indian students and therefore this part has been left open to negotiation. We are aware of the approximate percentage of students at the present time but are also aware this could go either way and that the Board's overall system benefit beyond the actual percentage of students. I am rushing this draft in the hope of making the deadline of your February Board meeting. After the Board has had a chance to read and discuss the proposed agreement, I would be free to discuss it further.

Signature

Jack McMillan

Date

9/11

TUITION AGREEMENT

THIS AGREEMENT made this day of 19 ____

BETWEEN:

Kenora District Roman Catholic
Separate School Board
in the Province of Ontario
Hereinafter called "the Board".

OF THE FIRST PART

AND

THE INDIANS OF

Whitefish Bay Band
Sabaskong Band
Northwest Angle No. 37 Band
Northwest Angle No. 33 Band

as represented by the Chief and Council,
hereinafter called "the Bands"

OF THE SECOND PART

AND

HER MAJESTY THE QUEEN in right of Canada,
hereinafter called "Her Majesty".

OF THE THIRD PART

AND WHEREAS pursuant to Section 114 (I) of the Indian Act,
R.S.C. 1952, Ch. 149 The Minister of Indian Affairs and Northern Development
may enter into an agreement with the Board.

AND WHEREAS pursuant to Sections 37 (1, 2, & 3) and 72 of The
Schools Administration Act of the Province of Ontario, the Board may enter
into an agreement with Her Majesty the Queen respecting the Education of
Indian Children.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that the parties
hereto covenant and agree with each other as follows:

1. (a) Unless the context otherwise requires, in this Agreement
"Indian Child" means child of an Indian as defined in
the Indian Act (Canada), and includes
 - 1) non-Indian children of women of former Indian status
who return to reserves because of the desertion or
death of their husbands, or for other good reasons,
either living with their mothers on a reserve or with
friends or relatives on a reserve.

- 2 -

- ii) illegitimate non-Indian children of Indian mothers, either living with their mothers on a reserve or with friends or relatives on a reserve.
 - iii) non-Indian children whose mother became Indian by marriage and who live on a reserve.
 - iv) non-Indian children legally adopted by Indian families and living on a reserve with the adoptive parents;
 - (b) "Tuition fee" means a per pupil fee paid annually to the Board for each Indian pupil enrolled in the elementary and secondary schools operated by the Board.
 - (c) "Minister" means the Minister of Indian Affairs and Northern Development.
2. Her Majesty shall pay to the Board an annual tuition fee for each Indian child and the basic fee shall be calculated as follows:
- (a) For those Indian children attending elementary schools, the fee shall be the total cost of operation of the elementary schools excluding costs related to the amortization of capital expenditures divided by the total enrolment of all children in attendance at the elementary schools;
AND
 - (b) Where the number of students permitted to enrol exceeds the total number of spaces purchased under joint school agreements, part a(a) shall apply and amortization of capital expenditures shall be included.
AND
 - (c) where negotiations between the parties hereto have resulted in the provision of special education services (Part 5) for Indian children and where the Board has incurred additional costs to provide such services Her Majesty shall pay to the Board an amount based upon the terms outlined for such services in Sections 5(8) and 5(9) upon receipt of a certified statement.
3. Her Majesty shall pay tuition fees as described in Section 2 as follows:
- i) On September 30th an amount equal to 100% of the tuition fee for the months of September, October, November and December at the previous year's per capita rate multiplied by the current pupil enrolment.
 - ii) On January 31st an amount equal to 100% of the tuition fee for the months of January, February and March at the previous year's per capita rate multiplied by the current pupil enrolment.
 - iii) On April 30th an amount equal to 100% of the tuition rate for the months of April, May and June at the previous year's per capita rate multiplied by the current pupil enrolment.
 - iv) Notwithstanding the foregoing the tuition fee rate for the then current school year may be applied as and when such is established by the Board and is accepted by the Minister at which time adjustments will be made for prior payments as indicated under (i), (ii) and (iii). A financial schedule shall be submitted to the Minister not later than fifteen (15) days following receipt of an audited financial statement by the Board for any adjustments that may be required for payments previously made.
 - v) The financial schedule referred to in (iv) shall be accompanied by a certified list of Indian pupils enrolled by months in the school(s) administered by the Board.

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4. In any instance where in order to provide for the enrolment of Indian children in any school administered by the Board, it is necessary to construct new facilities, expand existing facilities or carry out major renovations, the title to the building(s) being vested in the Board, Her Majesty will enter into a separate agreement for the sharing on a pro rata basis of the capital expenditures arising therefrom provided that ..

.. the Band Council pass a Band Council Resolution indicating the Band's concurrence and provide the other parties hereto with a copy of the Band Council Resolution.

5. The Board shall accept for enrolment in its school, Indian children from the Bands and in addition to the program of studies for the Province of Ontario, shall provide for, or in respect of, the Indian children and the Bands the following services to the extent agreed upon by the parties to this agreement.
 - (1) All pupils of Whitefish Bay, Sabaskong and Northwest Angle Bands registered for classes in Father Moss School shall be enrolled in Father Moss School and the Board shall not transfer pupils resident on these reserves to any other school without the approval of the parents.
 - (2) The Board agrees that preference shall be given to Indian teachers in the matter of staff appointments to Father Moss School provided that qualifications and ability are judged to be equal.
 - (3) The Board will make recreational facilities at Father Moss School available to Indian groups for after school functions according to Board procedures and policy.
 - (4) Any equipment purchased as part of a capital sharing agreement for Father Moss School should remain use at this school unless otherwise approved by the Indian Bands
 - (5) The Board shall forward notices to the Whitefish Bay and Sabaskong office regarding employment possibilities for maintenance, janitorial, secretarial, construction, general labour, lunch or playground staff.
 - (6) The Board shall encourage teaching staff to engage in inter cultural studies through in-service training and summer courses to promote greater understanding of Indian students and thereby help the teachers in their understanding with the students.
 - (7) The inclusion of suitable course content providing information about and alerting the students as to the dangers of alcohol, gas and glue sniffing and hallucinatory drugs.
 - (8) Assiduous attention to the health and psychological services to answer the needs of Indian children.
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 - (10) These services to be provided by the Board and in return for these special services for Indian students Her Majesty shall pay to the Board an amount equal to per cent of the cost of such services on receipt of a certified statement outlining such costs.
 - A) An Indian primary classroom aide and a general classroom aide if suitable persons are available.
 - B) Training, as a second language, in either Ojibway or English at the recommendation of the Father Moss United School Council and within the provincial school legislation.
 - C) A library of books and materials related to Indian life and culture for research and recreational reading.

- 4 -

- D) Instruction in Indian life, government, history and culture.
 - E) Attendance counsellors approved by any of the four Band Councils.
5. (11) These services to be provided by the Board and in return for these special services for Indian students Her Majesty shall pay to the Board an amount equal to the cost of such services on receipt of a certified statement outlining such costs.
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5. (12) The Father Moss United School Council which exists at present as an advisory committee to the Board on matters pertaining to Father Moss School and which represents the interests of the Indian Bands from which Indian students attend Father Moss School and the citizens of Sioux Narrows whose children attend Father Moss School, shall be recognized by the Board as an advisory committee the formation and purpose of this committee to be and include the following:
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 - B) The chairman of the committee shall be a non-Board member and the chairmanship shall alternate annual between the Indian membership and the Xioux Narrows membership.
 - C) The Father Moss School principal and the Band's Social Counsellor shall be non voting invited guests at all meetings unless notified otherwise prior to a given meeting.
 - C) This committee shall hold meetings at the call of the chair, or on written request of two members of the committee and the chairman will have the right to present to the Board the recommendations of the committee in matters affecting the welfare of students attending Father Moss School. These matters which could affect the students welfare, the following

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- 5 -

- (1) the responsibility to make the recommendations for items 5; 6; 7; 10 a, b, c, d;; as listed in part 5.
- (2) It is understood that the four Bands concerned in this agreement have or will be employing, at cost to Her Majesty, full or part time social counsellors whose services shall be available to Indian students attending Father Moss School. These counsellors shall liaise with the appropriate educational staff of the Board and Her Majesty.

AND

other programs that the Department shall from time to time approve.

6. The Board shall make every effort to involve the Indian Community in school affairs and encourage active participation of Indian parents in the education of their children.

AND

The Board shall continue its present practice of accepting as a member of the Board a representative of the Bands selected by the Bands, such selection will be made in whatever manner the Bands may choose (i.e. election, appointment by Band Council, appointment by the school committee, etc.) and this trustee will have full voting powers.

7.
 - (a) The Board shall retain jurisdiction over the administration, control and operation of the school(s) in which Indian children are enrolled under the terms of this agreement, including the supervision of teaching personnel and all matters related to the curriculum, methods of instruction and material used for instruction.
 - (b) Nothing in the preceding clause precludes the right of Indian parents to exercise an interest in the educational matters of the schools attended by their children.
 - (c) Education officials representing the Minister and the Band may, with the knowledge and approval of the Board assist in planning, developing or improving a cross-cultural educational program suited to the needs of Indian children and any person authorized by Her Majesty shall have the right to visit the school from time to time.
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- (b) termination is requested by any party hereto, in which case such request must be made by January 1st, of the then current school year to be effective June 30th, of the school year following the then current school year.

....6

- 6 -

- (c) cancellation or termination of this agreement will automatically cancel or terminate any finalized related Capital Agreement referred to in section 4 of this agreement.

IN WITNESS WHEREOF these present have been signed by the parties hereto the day and year above written.

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Witness

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Band

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Witness

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Band

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Witness

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Band

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Witness

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Band

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Witness

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Board

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Minister of Indian Affairs
& Northern Development

MR. C. L. POIRIER, CHAIRMAN
SISTER M. TWOMEY, B.A., SUPERVISING PRINCIPAL
MR. J. G. McMILLAN, BUSINESS ADMINISTRATOR AND
SECRETARY-TREASURER

THE KENORA DISTRICT R.C.
SEPARATE SCHOOL BOARD

08529 DEC 21 72

December 20th, 1972

TEL. 468-9851 — 200 FIRST STREET NORTH — KENORA, ONTARIO

Mr. J. Ranta, M.R.A.I.C.
Ranta and Tett: Architects
5 - 1820 Victoria Avenue
Thunder Bay "F", Ontario

Dear Mr. Ranta: Mount Carmel Resource Center and
Proposed Father Moss Addition

We have finally received the specifications on the carpet which
was installed at the Mount Carmel Library which are as follows:

- Style trend by Ozite
- Fire rating CGSB-4-GP-129
- Meets requirements ORF Rep. T-13563

If you receive Fire Marshal approval on the carpet, would you
please pursue this matter on our behalf and see that all of his
requirements are met. If the carpet is not approved, we will drop
this matter at once.

In any case, we expect to receive your bill as soon as the matter
is settled one way or another.

We had another meeting attended by the Department of Indian Affairs,
the various Band Councils, etc. The Father Moss addition appears to
be still very much alive, but further progress will depend on Indian
Affairs as we have done all we can to this point. It appears that
there will be no Junior Kindergarten classroom in the addition as
the Indian people want this class conducted on the Reserve. It also
appears that there will be a kindergarten classroom, an industrial
arts shop and a home economics room, a library, a shower and change
rooms, a health room, a staff room, a principal's office and
secretary's office, as well as the regular classroom space and the
extension of the kitchen facilities. The library should be designed
with its own outside entrance for use as a community library. There
is a possibility that a cafeteria will be included so as to free the
gymnasium for its intended purpose. The regular classroom space may
be designed with open area features. Grades 9 and 10 will probably
not be included but the Indian Bands did ask at one time that they
be included. The sewage disposal plant will be included as will
the fill and landscaping required to provide adequate playground
space. The lighting in the existing building may all be changed
and included with the addition.

REG'D

100 - 4th Ave. S.
Kenora, Ontario
December 8, 1972

Mr. Jack McMillan
Business Administrator
Kenora District R.C.
Separate School Board
200 First St. E.
Kenora, Ontario

487/25-11 Kenora R.C.
Separate School Bd. (E)

Dear Jack:

Enclosed is a cheque in the amount of \$5,138.98
representing the final payment on the Father Moss
Agreement No. 522.

Yours truly,

ORIGINAL SIGNED BY
G.A. McMillan

G.A. McMillan
Dist. Supt. of Education
Kenora-Ft. Frances District

encl.



Indian and Northern Affairs Affaires indiennes
et du Nord et du Nord

68249 DEC 18 72

REGISTERED MAIL

District Supervisor,
Kenora.

Toronto M4T 2P8, December 6, 1972.

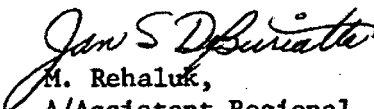
Your file Votre référence 487/25-11(KDRCSSB) (E)

Our file Notre référence 487/25-11-522 (E4)

Joint School Agreement No: 522
Father Moss School

-- Further to your memorandum dated November 10, enclosed is a cheque in the amount of \$5,138.98 representing the final payment on the above project.

Please forward this cheque to the Kenora District Roman Catholic Separate School Board as soon as possible.


M. Rehaluk,
A/Assistant Regional
Director (Education).

Enclosure (cheque)

ROUGH DRAFT (FOR DISCUSSION ONLY)

TUITION AGREEMENT

THIS AGREEMENT made this _____ day of _____ 19 ____

BETWEEN:

KENORA DISTRICT ROMAN CATHOLIC
SEPARATE SCHOOL BOARD
~~BOARD OF SCHOOL TRUSTEES OF~~
in the Province of Ontario
hereinafter called "the Board".

OF THE FIRST PART

AND

THE INDIANS OF

Whitefish Bay Band

Sabaskong Band

Northwest Angle No. 37 Band

Northwest Angle No. 33 Band

as represented by the Chief and Council,
hereinafter called "the Bands"

OF THE SECOND PART

AND

HER MAJESTY THE QUEEN in right of Canada,
hereinafter called "Her Majesty".

OF THE THIRD PART

AND WHEREAS pursuant to Section 114 (I) of the Indian Act,
R.S.C. 1952, Ch. 149 The Minister of Indian Affairs and Northern Development
may enter into an agreement with the Board.

- 2 -

AND WHEREAS pursuant to Sections 37 (1, 2 & 3) and 72 of The Schools Administration Act of the Province of Ontario, the Board may enter into an agreement with Her Majesty the Queen respecting the Education of Indian children.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that the parties hereto covenant and agree with each other as follows:

1. (a) Unless the context otherwise requires, in this Agreement "Indian Child" means child of an Indian as defined in the Indian Act (Canada), and includes
 - i) non-Indian children of women of former Indian status who return to reserves because of the desertion or death of their husbands, or for other good reasons, either living with their mothers on a reserve or with friends or relatives on a reserve.
 - ii) illegitimate non-Indian children of Indian mothers, either living with their mothers on a reserve or with friends or relatives on a reserve.
 - iii) non-Indian children whose mother became Indian by marriage and who live on a reserve.
 - iv) non-Indian children legally adopted by Indian families and living on a reserve with the adoptive parents;
 - (b) "Tuition fee" means a per pupil fee paid annually to the Board for each Indian pupil enrolled in the elementary and secondary schools operated by the Board.
 - (c) "Minister" means the Minister of Indian Affairs and Northern Development.
2. Her Majesty shall pay to the Board an annual tuition fee for each Indian child and the basic fee shall be calculated as follows:
- (a) For those Indian children attending elementary schools, the fee shall be the total cost of operation of the elementary schools excluding costs related to the amortization of capital expenditures divided by the total enrolment of all children in attendance at the elementary schools;

AND

- (b) Where the number of students permitted to enrol exceeds the total number of spaces purchased under joint school agreements, part 2(a) shall apply and amortization of capital expenditures shall be included.

AND

- 3 -

- (c) where negotiations between the parties hereto have resulted in the provision of special education services (Part 5) for Indian children and where the Board has incurred additional costs to provide such services Her Majesty shall pay to the Board ^{an} amount equal to the ~~cost of such services on receipt of a Certified Statement outlining such costs~~ ^{based upon} ~~at rates herein agreed to~~ ^{when such} upon receipt of a certified statement.
- the terms outlined as outlined in Sections 5(8) and 5(9)
3. Her Majesty shall pay tuition fees as described in Section 2 as follows:

- 1) On September 30th an amount equal to 100% of the tuition fee for the months of September, October, November and December at the previous year's per capita rate multiplied by the current pupil enrolment.
- ii) On January 31st an amount equal to 100% of the tuition fee for the months of January, February and March at the previous year's per capita rate multiplied by the current pupil enrolment.
- iii) On April 30th an amount equal to 100% of the tuition rate for the months of April, May and June at the previous year's per capita rate multiplied by the current pupil enrolment.
- iv) Notwithstanding the foregoing the tuition fee rate for the then current school year may be applied as and when such is established by the Board and is accepted by the Minister at which time adjustments will be made for prior payments as indicated under (i), (ii) and (iii). A financial schedule shall be submitted to the Minister not later than fifteen (15) days following receipt of an audited financial statement by the Board for any adjustments that may be required for payments previously made.
- v) The financial schedule referred to in (iv) shall be accompanied by a certified list of Indian pupils enrolled by months in the school(s) administered by the Board.

4. In any instance where in order to provide for the enrolment of Indian children in any school administered by the Board, it is necessary to construct new facilities, expand existing facilities or carry out major renovations, the title to the building(s) being vested in the Board, Her Majesty will enter into a separate agreement for the sharing on a pro rata basis of the capital expenditures arising therefrom provided that ...

... the Band Council pass a Band Council Resolution indicating the Band's concurrence and provide the other parties hereto with a copy of the Band Council Resolution.

5. The Board shall accept for enrolment in its school, Indian children from the Bands and in addition to the program of studies for the Province of Ontario, shall provide for, or in respect of, the Indian children, ^{and the Bands} to the extent agreed upon by the parties to this agreement, the following services

- 3 -

- 5 (1) All pupils of Whitefish Bay, Sabaskong and Northwest Angle Bands registered for classes in Father Moss School shall be enrolled in Father Moss School and the Board shall not transfer pupils resident on these reserves to any other school without the approval of the parents.
- (2) The Board agrees that preference shall be given to Indian teachers in the matter of staff appointments to Father Moss School provided that qualifications and ability are judged to be equal.
- (3) The Board will make recreational facilities ^{at Father Moss School} available to Indian groups for after school functions according to Board procedures and ~~the normal charges shall be~~ ~~the responsibility of the~~ policy.
- (4) The Board shall forward notices to the nearest Indian Band office (Whitefish Bay) regarding employment possibilities for maintenance, janitorial, secretarial, construction, general labour, lunch or playground staff.
- (5) The Board shall encourage teaching staff to engage in inter cultural studies through in-service training and summer courses to promote greater understanding of Indian students and thereby help the teachers in their understanding with the students.
- (6) The inclusion of suitable course content providing information about and alerting the students as to the dangers of alcohol, gas and glue sniffing and hallucinatory drugs.
- (7) Assiduous attention to the health ^{and psychological services} ~~needs~~ ^{to answer} of Indian children
- ~~XXXXXXXXXX~~

5 ~~These services to be provided by the Board and in~~
(B) return for these special services for Indian students
Her Majesty shall pay to the Board an amount
equal to _____ per cent of the cost of such
services on receipt of a certified statement outlining
such costs.

A) An Indian primary classroom aide and a general
classroom aide, ~~whenever a suitable person is available~~
if suitable persons are available

B) Training, as a second language, in either ~~the~~
Ojibwa or English at the recommendation of
the Father Moss United School Council and within
the ~~approved~~ provincial school legislation

C) A library of books and materials related to
Indian life and culture for research and recreational
reading

D) Instruction in Indian life, government, history
and culture

E) An attendance counsellor approved by Whitefish
Bay Band Council

5 (9) These services to be provided by the Board and in return for these special services for Indian students Her Majesty shall pay to the Board an amount equal to the cost of such services on receipt of a certified statement outlining such costs.

A) Emergency taxi service ~~to~~ to homes on the reserves where, in the opinion of the principal or nurse the illness or accident is considered to warrant home care.

B) Special articles of clothing, ^{materials} and equipment where required for such activities as gymnasium classes, home economics and industrial arts. In all cases parents must be given the opportunity to provide for the needs of their children and only where need is established should the school authorities provide such materials. ~~The~~ school inventory and supply should be maintained for ~~the~~ ^{carry} over use of gym suits and shoes where provided by the Department of Indian Affairs and Northern Development.

C) School lunches (at a per pupil rate subject to negotiation prior to September 1st each year or at ~~a~~ ^{the} rate in effect the previous year)

5 (10) The Father Moss United School Council which exists at present as an advisory committee to the Board on matters pertaining to Father Moss School and which represents the interests of the Indian Bands from which Indian students attend Father Moss School and the citizens of Sioux Narrows whose children attend Father Moss School, shall be recognized by the Board as an advisory committee the formation and purpose of this ~~a~~ committee to ~~include~~ be and include the following:

A) The committee or council shall consist of 8 members:

(1) Five members shall be Indian representatives

(2) Three members shall be from the community of Sioux Narrows

(3) One of the five people in clause (a) shall be the Indian representative to the Board

(4) One of the three people in clause (b) shall be the elected School Board member for the community of Sioux Narrows

B) ~~The~~ The chairman of the committee shall be a non-Board member and the chairmanship shall alternate annually between the Indian membership and the Sioux Narrows membership.

C) ~~The~~ The Father Moss School principal ^{and the Band's Social Counsellor} shall be non voting invited guests at all meetings unless notified otherwise prior to a given meeting.

D) ~~This~~ This committee shall hold meetings at the call of the chair, or on written request of two members of the committee and the chairman will have the right to present to the Board the recommendations of the committee in matters affecting the welfare of students attending Father Moss School. These matters shall include in addition to the regular day to day matters which could affect the students ^{welfare}, the following

(1) the responsibility to make the recommendations for items 5; 6; 7; 8 a, b, c, d, ~~4~~; as listed in part 5

- (11) It is understood that ~~that~~ the four Bands concerned in this agreement ^{have or} will be employing, at cost to Her Majesty, full or part time social counsellors whose services shall be available to ~~all~~ Indian students attending Father Moss School. These counsellors shall liaise with the appropriate educational staff of the Board and Her Majesty.

- 4 -

- (a) Emergency taxi services
- (b) Psychological Testing
- (c) Transportation
- (d)
- (e)
- (f)
- (g)
- (h)
- (i)
- (j)
- (k)
- (l)
- (m)
- (n)

AND

other programs that the Department shall from time to time approve.

6. The Board shall make every effort to involve the Indian Community in school affairs and encourage active participation of Indian parents in the education of their children.

AND

~~Continued~~ The Board shall continue its present practice of accepting as a member of the Board a representative of the Bands selected by the Bands, such selection will be made in whatever manner the Bands may choose (i.e. election, appointment by Band Council, appointment by the school committee, etc.) and this trustee will have full voting powers.

7. (a) The Board shall retain jurisdiction over the administration, control and operation of the school(s) in which Indian children are enrolled under the terms of this agreement, including the supervision of teaching personnel and all matters related to the curriculum, methods of instruction and material used for instruction.

- 5 -

- (b) Nothing in the preceding clause precludes the right of Indian parents to exercise an interest in the educational matters of the schools attended by their children.
- (c) Education officials representing the Minister and the Band may, with the knowledge and approval of the Board assist in planning, developing or improving a cross-cultural educational program suited to the needs of Indian children and any person authorized by Her Majesty shall have the right to visit the school from time to time.

8. All notices or communications required to be given or sent under the terms of this agreement shall be deemed to be sufficiently given or sent if mailed or sent by telegram to the recipient party.

THIS AGREEMENT shall come into force on September 1st, 19__ and shall remain in force from year to year unless:

- (a) renegotiation is requested by any of the parties hereto in which case such request must be made by February 1st, of the then current school year and the renegotiations must be completed by May 1st, of the then current school year.
- (b) termination is requested by any party hereto, in which case such request must be made by January 1st, of the then current school year to be effective June 30th, of the school year following the then current school year.
- (c) cancellation or termination of this agreement will automatically cancel or terminate any finalized related Capital Agreement referred to in section 4 of this agreement.

IN WITNESS WHEREOF these present have been signed by the parties hereto the day and year above written.

.....
Witness

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Board
Band

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Witness

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Band

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Witness

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Band

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Witness

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Band

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Witness

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Board

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Minister of Indian Affairs
H001011

100 - 4th Ave. S.
Kenora, Ontario
December 6, 1972

Chief Fred Kelly
Saskong Band
c/o Treaty No. 3
37 Main Street S.
Kenora, Ontario

487/25-11 Kenora R.C.
Separate School Bd.
(E)

Dear Chief Kelly:

Re: Tuition Agreement and Proposed
Addition to Father Moss School,
Sioux Narrows

For the past year and a half discussions have occurred off and on regarding an addition to the Father Moss School.

New procedures have been established before the Department of Indian Affairs and Northern Development now enters into any agreements to share in the capital costs of new or enlarged provincial schools where Indian children are enrolled. Basically the procedure insures that Indian Bands who have children attending the school are involved at each step so the department is certain the Indian people are in full support of the project. The steps to be followed are listed below.

Step 1: The Bands indicate their support or lack of support by preparing and submitting a Band Council Resolution (some time ago when discussions first began on this subject and prior to the new procedures re-involvement the most concerned bands, i.e. Whitefish Bay and Saskong Bands, prepared the attached B.C.R.'s and submitted them to me).

Step 2: Before the Department of Indian Affairs and Northern Development now enters into a capital sharing agreement with the Provincial School Board they require a written tuition agreement outlining the methods of calculating tuition costs and the wishes of the bands. On Thursday, November 30, Whitefish Bay Council hosted a meeting to which most of the bands involved were

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- 2 -

invited. Also involved were the principal of Father Moss, a representative of Treaty No. 3 and a Sioux Narrows member of the United School Council. At that meeting I made the people aware of the fact that Northwest Angle No. 33 was also involved. I regret that representatives were not there from all the bands as a four hour meeting took place at which the Father Moss School question was thoroughly discussed and the items the Indian people wished included in the tuition agreement were thoroughly discussed. I have drafted an agreement form to include all the items discussed and am sending copies of this rough draft to all four bands to see if it meets their approval. I include with this letter a copy for your council to study and would ask that you let me know whether this meets with your approval or what recommendations you would like to make; I believe an invitation is going forward from the Kenora District R.C. Separate School Board to each of the four Bands for a meeting at Sioux Narrows on Wednesday, December 13 to discuss the Father Moss Addition itself.

(I have considered that perhaps representatives of the four bands who are in attendance at that meeting might discuss the rough draft of the tuition agreement. If you are in agreement with the rough draft or would allow one of the other bands to speak on your behalf, please let Chief Andy White or myself know before December 13 preferably by letter).

- Step 3: When a draft tuition is prepared which meets with the approval of all four bands it must be presented to the Kenora District R.C. Separate School Board. (You will note the percentage in section 5(8) will have to be negotiated with the Board and all the terms included.)
- Step 4: It may be that the Board will want some changes in wording etc. changed and this would require additional discussions with the Bands. In any event Step 4 leads to the tuition agreement being eventually signed by the Chiefs of all four Bands and the School Board.
- Step 5: The tuition agreements signed by the five local parties are submitted to the Minister of Indian Affairs and Northern Development with the Band Council Resolutions.

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- 3 -

If all parties support the tuition agreement, the Minister will study it and either sign or advise of anything considered to need further negotiation with the Board.

Step 6: If the tuition agreement is signed by all parties and all Band Council Resolutions support the addition to Father Moss School, we should then be in a position to submit the details and proposal leading to an agreement on the capital sharing costs for the addition to Father Moss.

Step 7: When the terms of the capital sharing agreement are drafted in Ottawa, they will be sent to the bands and the School Board for their signatures of approval.

Wherever necessary I will contact individual Bands at each level of discussion or signing. I am sure you can see the amount of time and delay this will cause and I know Whitefish Bay Band and the Board are concerned about the urgency of the situation. For this reason I would ask the co-operation of the other Bands in letting their wishes be known or in delegating parts of the decision making to Bands who have large numbers of students involved.

May I thank you in advance for your prompt attention to the rough draft of the tuition agreement. I plan to be at Father Moss School for the meeting on December 13 and I hope we may have the opportunity to get together to discuss the tuition agreement after the Board meeting.

Yours very truly,

ORIGINAL SIGNED BY
G.A. MULLIN
District Supt. of Education
Kenora-Ft. Frances District

100 - 4th Ave. S.
Kenora, Ontario
December 7, 1972

Chief Andy White
Whitefish Bay Band
PAWITIK P.O., Ontario

487/25-11 Kenora R.C.
Separate School Bd.
(E)

Dear Chief White:

Re: Tuition Agreement and Proposed
Addition to Father Moss School
SICCA MARROWS

For the past year and a half discussions have occurred off and on regarding an addition to the Father Moss School.

New procedures have been established before the Department of Indian Affairs and Northern Development now enters into any agreements to share in the capital costs of new or enlarged provincial schools where Indian children are enrolled. Basically the procedure insures that Indian Bands who have children attending the school are involved at each step so the department is certain the Indian people are in full support of the project. The steps to be followed are listed below.

Step 1: The Bands indicate their support or lack of support by preparing and submitting a Band Council Resolution (some time ago when discussions first began on this subject and prior to the new procedures re-involvement the most concerned Bands i.e. Whitefish Bay and Sabaskong Bands, prepared the attached B.C.R.'s and submitted them to me).

Step 2: Before the Dept. of Indian Affairs and Northern Development now enters into a capital sharing agreement with the Provincial School Board they require a written tuition agreement outlining the methods of calculating tuition costs and the wishes of the Bands. On Thursday, November 30, Whitefish Bay Council hosted a meeting to which most of the Bands in-

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- 2 -

volved were invited. Also involved were the principal of Father Moss, a representative of Treaty No. 3 and a Sioux Narrows member of the United School Council. At that meeting I made the people aware of the fact that Northwest Angle No. 33 was also involved. I regret that representatives were not there from all the bands as a four hour meeting took place at which the Father Moss School question was thoroughly discussed and the items the Indian people wished included in the tuition agreement were thoroughly discussed. I have drafted an agreement form to include all the items discussed and am sending copies of this rough draft to all four bands to see if it meets -- their approval. I include with this letter a copy for your council to study and would ask that you let me know whether this meets with your approval or what recommendations you would like to make. I believe an invitation is going forward from the Kenora District R.C. Separate School Board to each of the four Bands for a meeting at Sioux Narrows on Wednesday, December 13 to discuss the Father Moss addition itself.

(I have considered that perhaps representatives of the four bands who are in attendance at that meeting might discuss the rough draft of the tuition agreement. I have asked some of the other bands to please let Chief Andy White or myself know, before December 13 preferably by letter, if they would allow your band to speak on their behalf during discussions.

- Step 3: When a draft tuition is prepared which meets with the approval of all four bands it must be presented to the Kenora District R.C. Separate School Board (You will note the percentage in Section 5(8) will have to be negotiated with the board and all the terms included).
- Step 4: It may be that the Board will want some changes in wording, etc., changed and this would require additional discussions with the bands. In any event Step 4 leads to the tuition agreement being eventually signed by the Chiefs of all four bands and the School Board.

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- 3 -

- Step 5: The tuition agreements signed by the five local parties are submitted to the Minister of Indian Affairs and Northern Development with the Band Council Resolutions. If all parties support the tuition agreement, the Minister will study it and either sign or advise of anything considered to need further negotiation with the Board.
- Step 6: If the tuition agreement is signed by all parties and all Band Council Resolutions support the addition to Father Moss School, we should then be in a position to submit the details and proposal leading to an agreement on the capital sharing costs for the addition to Father Moss.
- Step 7: When the terms of the capital sharing agreement are drafted in Ottawa, they will be sent to the bands and the School Board for their signatures of approval.

Wherever necessary I will contact individual bands at each level of discussion or signing. I am sure you can see the amount of time and delay this will cause and I know Whitefish Bay band and the Board are concerned about the urgency of the situation. For this reason I have asked the co-operation of the other bands in letting their wishes be known or in delegating parts of the decision making to bands who have large numbers of students involved.

May I thank you in advance for your prompt attention regarding the rough draft of the tuition agreement. I plan to be at Father Moss School for the meeting on December 13 and I hope we may have the opportunity to get together to discuss the tuition agreement after the Board meeting.

Yours very truly,

ORIGINAL SIGNED BY
G. A. MULLIN

G.A. Mullin
District Supt. of Education
Kenora-Ft. Frances District

encl.

100 - 4th Ave. S.
Kenora, Ontario
December 7, 1972

487/25-11 Kenora Sep. R.C.

Mrs. Delores Sandy, Band Admin.
Northwest Angle #33 Band
Angle Inlet, Minnesota 56711

Chief Leslie Sandy and Members
of Council

Re: Tuition Agreement and Proposed
Addition to Father Moss School, Sioux
Narrows

For the past year and a half discussions have occurred off and on regarding an addition to the Father Moss School. I apologize for the fact that during all that time your Band has not been made aware of this fact, however it was not until two weeks ago that I learned one section of your reserve lies adjacent to Whitefish Reserve and about four families from your Band live there and send their children to Father Moss School.

New procedures have been established before the Department of Indian Affairs and Northern Development now enters into any agreements to share in the capital costs of new or enlarged provincial schools where Indian children are enrolled. Basically the procedure insures that Indian Bands who have children attending the school are involved at each step so the department is certain the Indian people are in full support of the project. The steps to be followed are listed below.

Step 1: The Bands indicate their support or lack of support by preparing and submitting a Band Council Resolution.

(Some time ago when discussions first began on this subject and prior to the new procedures re-involvement the most concerned Bands ie. Whitefish Bay and Sabaskong Bands, prepared the attached B.C.R.'s and submitted them to me.) I forward these for your information and to assist you in preparing the B.C.R. which is required from your Band. You will note the B.C.R. from Sabaskong is not as involved because most kindergarten to grade 3 children attend their own school on Sabaskong Reserve.

Step 2: Before the Dept. of Indian Affairs and Northern Development now enters into a capital sharing agreement with the Provincial School Board they require a written tuition agreement outlining the methods of calculating tuition costs and the wishes of the Bands. On Thursday, November 30th, Whitefish Bay Council hosted a meeting to which most of the Bands involved were invited. Also involved were the principal of Father Moss, a representative of Treaty #3 and a Sioux Narrows member of the United School Council. At

- 2 -

that meeting I made the people aware of the fact that Northwest Angle #33 was also involved. I regret that representatives were not there from all the Bands as a four hour meeting took place at which the Father Moss School question was thoroughly discussed and the items the Indian people wished included in the tuition agreement were thoroughly discussed. I have drafted an agreement form to include all the items discussed and am sending copies of this rough draft to all four Bands to see if it meets their approval. I include with this letter a copy for your council to study and would ask that you let me know whether this meets with your approval or what recommendations you would like to make. I believe an invitation is going forward from the Kenora District R.C. Separate School Board to each of the four Bands for a meeting at Sioux Narrows on Wednesday, December 13th to discuss the Father Moss Addition Itself.

(I have considered that perhaps representatives of the four Bands who are in attendance at that meeting might discuss the rough draft of the tuition agreement. If you are in agreement with the rough draft or would allow one of the other Bands to speak on your behalf, please let Chief Andy White or myself know before December 13th, preferably by letter.)

- Step 3: When a draft tuition is prepared which meets with the approval of all four bands it must be presented to the Kenora District R.C. Separate School Board. (You will note the percentage in section 5(8) will have to be negotiated with the Board and all the terms included.)
- Step 4: It may be that the Board will want some changes in wording etc. and this would require additional discussions with the Bands. In any event Step 4 leads to the tuition agreement being eventually signed by the Chiefs of all four Bands and the School Board.
- Step 5: The tuition agreements signed by the five local parties are submitted to the Minister of Indian Affairs and Northern Development with the Band Council Resolutions. If all parties support the tuition agreement, the Minister will study it and either sign or advise of anything considered to need further negotiation with the Board.
- Step 6: If the tuition agreement is signed by all parties and all Band Council Resolutions support the addition to Father Moss School, we should then be in a position to submit the details and proposal leading to an agreement on the capital sharing costs for the addition to Father Moss.
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- 3 -

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May I thank you in advance for your prompt attention to (1) your B.C.R. and (2) the response regarding the rough draft of the tuition agreement. I plan to be at Father Moss School for the meeting on December 13th and I hope we may have the opportunity to get together to discuss the tuition agreement after the Board meeting.

Yours very truly,

ORIGINAL SIGNED BY
G. A. MULLIN

G. A. Mullin
District Supt. of Education
Kenora-Ft. Frances District

100 - 4th Ave. S.
Kenora, Ontario
December 7, 1972

487/25-11 Kenora Sept. R.C.

Chief Sam Copenace
Northwest Angle 37 Band
Box 56
Keewatin, Ontario

Chief Sam Copenace and Members
of Council

Re: Tuition Agreement and Proposed
Addition to Father Moss School, Sioux
Narrows

For the past year and a half discussions have occurred off and on regarding an addition to the Father Moss School. I apologize for the fact that your Band was not made aware of this fact last year, however it was not until early this year that I learned one section of your reserve lies adjacent to Whitefish Reserve and about eleven families from your Band live there and some send their children to Father Moss School.

New procedures have been established before the Department of Indian Affairs and Northern Development now enters into any agreements to share in the capital costs of new or enlarged provincial schools where Indian children are enrolled. Basically the procedure insures that Indian Bands are involved at each step so the department is certain the Indian people are in full support of the project. The steps to be followed are listed below:

- Step 1: The Bands indicate their support or lack of support by preparing and submitting a Band Council Resolution. (Some time ago when discussions first began on this subject and prior to the new procedures re-involvement the most concerned Bands i.e. Whitefish Bay and Sabaskong Bands, prepared the attached B.C.R.'s and submitted them to me.) I forward these for your information and to assist you in preparing the B.C.R. which is required from your Band. You will note the B.C.R. from Sabaskong is not as involved because most kindergarten to grade 3 children attend their own school on Sabaskong Reserve.
- Step 2: Before the Dept. of Indian Affairs and Northern Development now enters into a capital sharing agreement with the Provincial School Board they require a written tuition agreement outlining the methods of calculating tuition costs and the wishes of the Bands. On Thursday, November 30th, Whitefish Bay Council hosted

- 2 -

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(I have considered that perhaps representatives of the four Bands who are in attendance at that meeting might discuss the rough draft of the tuition agreement. If you are in agreement with the rough draft or would allow one of the other Bands to speak on your behalf, please let Chief Andy White or myself know before December 13th preferably by letter.)

- Step 3: When a draft tuition is prepared which meets with the approval of all four bands it must be presented to the Kenora District R.C. Separate School Board. (You will note the percentage in section 5(8) will have to be negotiated with the Board and all the terms included.)
- Step 4: It may be that the Board will want some changes in wording etc. changed and this would require additional discussions with the Bands. In any event Step 4 leads to the tuition agreement being eventually signed by the Chiefs of all four Bands and the School Board.
- Step 5: The tuition agreements signed by the five local parties are submitted to the Minister of Indian Affairs and Northern Development with the Band Council Resolutions. If all parties support the tuition agreement, the Minister will study it and either sign or advise of anything considered to need further negotiation with the Board.
- Step 6: If the tuition agreement is signed by all parties and all Band Council Resolutions support the addition to Father Moss School, we should then be in a position to submit the details and proposal leading to an agreement on the capital sharing costs for the addition to Father Moss.

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- 3 -

Step 7: When the terms of the capital sharing agreement are drafted in Ottawa, they will be sent to the Bands and the School Board for their signatures of approval.

Wherever necessary I will contact individual Bands at each level of discussion or signing. I am sure you can see the amount of time and delay this will cause and I know Whitefish Bay Band and the Board are concerned about the urgency of the situation. For this reason I would ask the co-operation of the other Bands in letting their wishes be known or in delegating parts of the decision making to Bands who have large numbers of students involved.

May I thank you in advance for your prompt attention to (1) your B.C.R. and (2) the response regarding the rough draft of the tuition agreement. I plan to be at Father Moss School for the meeting on December 13th and I hope we may have the opportunity to get together to discuss the tuition agreement after the Board meeting.

Yours very truly,

ORIGINAL SIGNED BY
G. A. MULLIN

G. A. Mullin
District Supt. of Education
Kenora-Ft. Frances District

ROUGH DRAFT for DISCUSSION
WITH BANDS 6/12/72

TUITION AGREEMENT

THIS AGREEMENT made this _____ day of _____ 19 ____

BETWEEN:

Kenora District Roman Catholic
Separate School Board
in the Province of Ontario
Hereinafter called "the Board".

OF THE FIRST PART

AND

THE INDIANS OF

Whitefish Bay Band
Sabaskong Band
Northwest Angle No. 37 Band
Northwest Angle No. 33 Band

as represented by the Chief and Council,
hereinafter called "the Bands".

OF THE SECOND PART

AND

HER MAJESTY THE QUEEN in right of Canada,
hereinafter called "Her Majesty".

OF THE THIRD PART

AND WHEREAS pursuant to Section 114 (I) of the Indian Act,
R.S.C. 1952, Ch. 149 The Minister of Indian Affairs and Northern Development
may enter into an agreement with the Board.

AND WHEREAS pursuant to Sections 37 (1, 2, & 3) and 72 of The
Schools Administration Act of the Province of Ontario, the Board may enter
into an agreement with Her Majesty the Queen respecting the Education of
Indian Children.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that the parties
hereto covenant and agree with each other as follows:

1. (a) Unless the context otherwise requires, in this Agreement
"Indian Child" means child of an Indian as defined in
the Indian Act (Canada), and includes
 - i) non-Indian children of women of former Indian status
who return to reserves because of the desertion or
death of their husbands, or for other good reasons,
either living with their mothers on a reserve or with
friends or relatives on a reserve.

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- 2 -

- ii) illegitimate non-Indian children of Indian mothers, either living with their mothers on a reserve or with friends or relatives on a reserve.
 - iii) non-Indian children whose mother became Indian by marriage and who live on a reserve.
 - iv) non-Indian children legally adopted by Indian families and living on a reserve with the adoptive parents;
- (b) "Tuition fee" means a per pupil fee paid annually to the Board for each Indian pupil enrolled in the elementary and secondary schools operated by the Board.
- (c) "Minister" means the Minister of Indian Affairs and Northern Development.
2. Her Majesty shall pay to the Board an annual tuition fee for each Indian child and the basic fee shall be calculated as follows:
- (a) For those Indian children attending elementary schools, the fee shall be the total cost of operation of the elementary schools excluding costs related to the amortization of capital expenditures divided by the total enrolment of all children in attendance at the elementary schools;
AND
 - (b) Where the number of students permitted to enrol exceeds the total number of spaces purchased under joint school agreements, part a(a) shall apply and amortization of capital expenditures shall be included.
AND
 - (c) where negotiations between the parties hereto have resulted in the provision of special education services (Part 5) for Indian children and where the Board has incurred additional costs to provide such services Her Majesty shall pay to the Board an amount based upon the terms outlined for such services in Sections 5(8) and 5(9) upon receipt of a certified statement.
3. Her Majesty shall pay tuition fees as described in Section 2 as follows:
- 1) On September 30th an amount equal to 100% of the tuition fee for the months of September, October, November and December at the previous year's per capital rate multiplied by the current pupil enrolment.
 - ii) On January 31st an amount equal to 100% of the tuition fee for the months of January, February and March at the previous year's per capital rate multiplied by the current pupil enrolment.
 - iii) On April 30th an amount equal to 100% of the tuition rate for the months of April, May and June at the previous year's per capita rate multiplied by the current pupil enrolment.
 - iv) Notwithstanding the foregoing the tuition fee rate for the then current school year may be applied as and when such is established by the Board and is accepted by the Minister at which time adjustments will be made for prior payments as indicated under (i), (ii) and (iii). A financial schedule shall be submitted to the Minister not later than fifteen (15) days following receipt of an audited financial statement by the Board for any adjustments that may be required for payments previously made.
 - v) The financial schedule referred to in (iv) shall be accompanied by a certified list of Indian pupils enrolled by months in the school(s) administered by the Board.

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- 3 -

4. In any instance where in order to provide for the enrolment of Indian children in any school administered by the Board, it is necessary to construct new facilities, expand existing facilities or carry out major renovations, the title to the building(s) being vested in the Board, Her Majesty will enter into a separate agreement for the sharing on a pro rata basis of the capital expenditures arising therefrom provided that ...

... the Band Council pass a Band Council Resolution indicating the Band's concurrence and provide the other parties hereto with a copy of the Band Council Resolution.

5. The Board shall accept for enrolment in its school, Indian children from the Bands and in addition to the program of studies for the Province of Ontario, shall provide for, or in respect of, the Indian children and the Bands the following services to the extent agreed upon by the parties to this agreement.

- (1) All pupils of Whitefish Bay, Sabaskong and Northwest Angle Bands registered for classes in Father Moss School shall be enrolled in Father Moss School and the Board shall not transfer pupils resident on these reserves to any other school without the approval of the parents.
- (2) The Board agrees that preference shall be given to Indian teachers in the matter of staff appointments to Father Moss School provided that qualifications and ability are judged to be equal.
- (3) The Board will make recreational facilities at Father Moss School available to Indian groups for after school functions according to Board procedures and policy.
- (4) The Board shall forward notices to the nearest Indian Band office (Whitefish Bay) regarding employment possibilities for maintenance, janitorial, secretarial, construction, general labour, lunch or playground staff.
- (5) The Board shall encourage teaching staff to engage in inter cultural studies through in-service training and summer courses to promote greater understanding of Indian students and thereby help the teachers in their understanding with the students.
- (6) The inclusion of suitable course content providing information about and alerting the students as to the dangers of alcohol, gas and glue sniffing and hallucinatory drugs.
- (7) Assiduous attention to the health and psychological services to answer the needs of Indian children.
- (8) These services to be provided by the Board and in return for these special services for Indian students Her Majesty shall pay to the Board an amount equal to _____ per cent of the cost of such services on receipt of a certified statement outlining such costs.
 - A) An Indian primary classroom aide and a general classroom aide if suitable persons are available.
 - B) Training, as a second language, in either Ojibway or English at the recommendation of the Father Moss United School Council and within the provincial school legislation.
 - C) A library of books and materials related to Indian life and culture for research and recreational reading.

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- 4 -

- D) Instruction in Indian life, government, history and culture.
 - E) An attendance counsellor approved by Whitefish Bay Band Council.
5. (9) These services to be provided by the Board and in return for these special services for Indian students Her Majesty shall pay to the Board an amount equal to the cost of such services on receipt of a certified statement outlining such costs.
- A) Emergency taxi service to homes on the reserves where in the opinion of the principal or nurse the illness or accident is considered to warrant home care.
 - B) Special articles of clothing, materials and equipment where required for such activities as gymnasium classes, home economics and industrial arts - in all cases parents must be given the opportunity to provide for the needs of their children and only where need is established should the school authorities provide such materials - a school inventory and supply should be maintained for carry over use of gym suits and shoes where provided by the Department of Indian Affairs and Northern Development.
 - C) School lunches (at a per pupil rate subject to negotiation prior to September 1st each year or at the rate in effect the previous year.)
5. (10) The Father Moss United School Council which exists at present as an advisory committee to the Board on matters pertaining to Father Moss School and which represents the interests of the Indian Bands from which Indian students attend Father Moss School and the citizens of Sioux Narrows whose children attend Father Moss School, shall be recognized by the Board as an advisory committee the formation and purpose of this committee to be and include the following:
- A) The committee or council shall consist of 8 members:
 - (1) Five members shall be Indian representatives.
 - (2) Three members shall be from the community of Sioux Narrows.
 - (3) One of the five people in clause (a) shall be the Indian representative to the Board.
 - (4) One of the three people in clause (b) shall be the elected School Board member for the community of Sioux Narrows.
 - B) The chairman of the committee shall be a non-Board member and the chairmanship shall alternate annually between the Indian membership and the Sioux Narrows membership.
 - C) The Father Moss School principal and the Band's Social Counsellor shall be non voting invited guests at all meetings unless notified otherwise prior to a given meeting.
 - D) This committee shall hold meetings at the call of the chair, or on written request of two members of the committee and the chairman will have the right to present to the Board the recommendations of the committee in matters affecting the welfare of students attending Father Moss School. These matters will include in addition to the regular day to day matters which could affect the students welfare, the following

...5

- 5 -

- (1) the responsibility to make the recommendations for items 5; 6; 7; 8 a, b, c, d;; as listed in part 5.
- (2) It is understood that the four Bands concerned in this agreement have or will be employing, at cost to Her Majesty, full or part time social counsellors whose services shall be available to Indian students attending Father Moss School. These counsellors shall liaise with the appropriate educational staff of the Board and Her Majesty.

AND

other programs that the Department shall from time to time approve.

6. The Board shall make every effort to involve the Indian Community in school affairs and encourage active participation of Indian parents in the education of their children.

AND

The Board shall continue its present practice of accepting as a member of the Board a representative of the Bands selected by the Bands, such selection will be made in whatever manner the Bands may choose (i.e. election, appointment by Band Council, appointment by the school committee, etc.) and this trustee will have full voting powers.

7.
 - (a) The Board shall retain jurisdiction over the administration, control and operation of the school(s) in which Indian children are enrolled under the terms of this agreement, including the supervision of teaching personnel and all matters related to the curriculum, methods of instruction and material used for instruction.
 - (b) Nothing in the preceding clause precludes the right of Indian parents to exercise an interest in the educational matters of the schools attended by their children.
 - (c) Education officials representing the Minister and the Band may, with the knowledge and approval of the Board assist in planning, developing or improving a cross-cultural educational program suited to the needs of Indian children and any person authorized by Her Majesty shall have the right to visit the school from time to time.
8. All notices or communications required to be given or sent under the terms of this agreement shall be deemed to be sufficiently given or sent if mailed or sent by telegram to the recipient party.

THIS AGREEMENT shall come into force on September 1st, 19__ and shall remain in force from year to year unless:

- (a) renegotiation is requested by any of the parties hereto in which case such request must be made by February 1st, of the then current school year and the renegotiations must be completed by May 1st, of the then current school year.
- (b) termination is requested by any party hereto, in which case such request must be made by January 1st, of the then current school year to be effective June 30th, of the school year following the then current school year.

....6

- 6 -

- (c) cancellation or termination of this agreement will automatically cancel or terminate any finalized related Capital Agreement referred to in section 4 of this agreement.

IN WITNESS WHEREOF these present have been signed by the parties hereto the day and year above written.

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Witness

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Band

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Witness

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Band

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Witness

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Band

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Witness

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Band

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Witness

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Board

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Minister of Indian Affairs
& Northern Development

MR. C. L. POIRIER, CHAIRMAN
SISTER M. TWOMEY, B.A., SUPERVISING PRINCIPAL
MR. J. G. McMILLAN, BUSINESS ADMINISTRATOR AND
SECRETARY-TREASURER

THE KENORA DISTRICT R.C.
SEPARATE SCHOOL BOARD

TEL. 468-9851 — 200 FIRST STREET NORTH — KENORA, ONTARIO

December 4th, 1972

08131 DEC 15 1972

Mr. G. Mullen
District Superintendent of Education
Department of Indian Affairs and
Northern Development
100 4th Avenue S.
Kenora, Ontario

Dear Mr. Mullen:

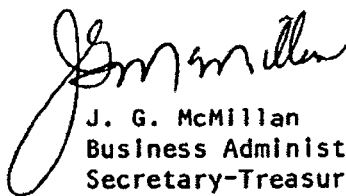
The next regular meeting of The Kenora District R.C. Separate School Board will be held at Father Moss School in Sioux Narrows on Wednesday, December 13th.

The agenda will include discussions regarding the proposed addition to the school, facilities to be included and the program to be provided for in the addition.

The Board will meet in Sioux Narrows for dinner at 6:00 P.M. (the place to be announced).

You and other representatives of your Department are cordially invited to the meeting and to dinner with the Board.

Yours truly,



J. G. McMillan
Business Administrator &
Secretary-Treasurer

JGM:dr

100 - 4th Ave. S.
Kenora, Ontario
November 16, 1972

487/25-11 (E)

Mr. Jack McMillan
Bus. Admin. & Sec. Trea.
Kenora Dist. R.C. Sep. School Board
Kenora, Ontario

Dear Jack:

Attached is a rough draft of a tuition agreement for discussion purposes. I hope you and the Board can have a look at the general outlined and raise any questions or concerns so we can work toward a mutually agreeable form as a first step before discussion of the new addition at Father Moss. It is now the policy of the Department

- (a) to have a tuition agreement prior to negotiating new capital agreements.
- (b) to involve the Indian people at all stages of negotiation and in all signings.

In connection with (b) I will be discussing with the Bands involved the special services they would like to have in part V before bringing these into the agreement.

Yours very truly,

SPECIAL SIGNED BY
G. A. MULLIN

G. A. Mullin
District Supt. of Education
Kenora-Ft. Frances District

Encl.

BEST AVAILABLE COPY

100 - 4th Ave. S.
Kenora, Ontario
November 10, 1972

A/Assistant Regional Director
(Education), Ontario
Dept. of Indian Affairs and
Northern Development

487/25-11 (KDRSSE) (E)
487/25-11-522

Amendment to Agreement No. 522
Father Moss School

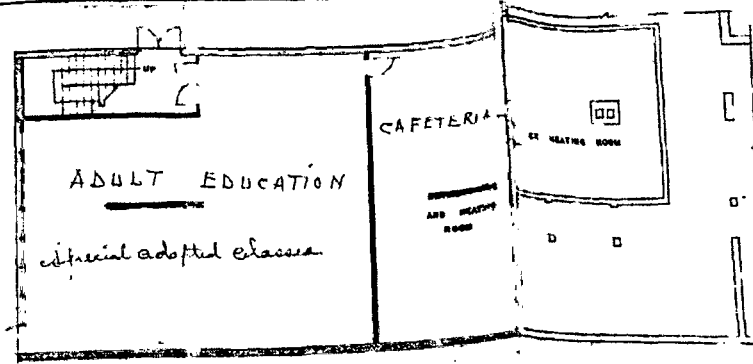
- Attached are three copies of Amendment to Agreement No. 522 in the amount of \$2,633.49 which have been signed by the Board.

Please requisition the final payment of \$5,138.98.

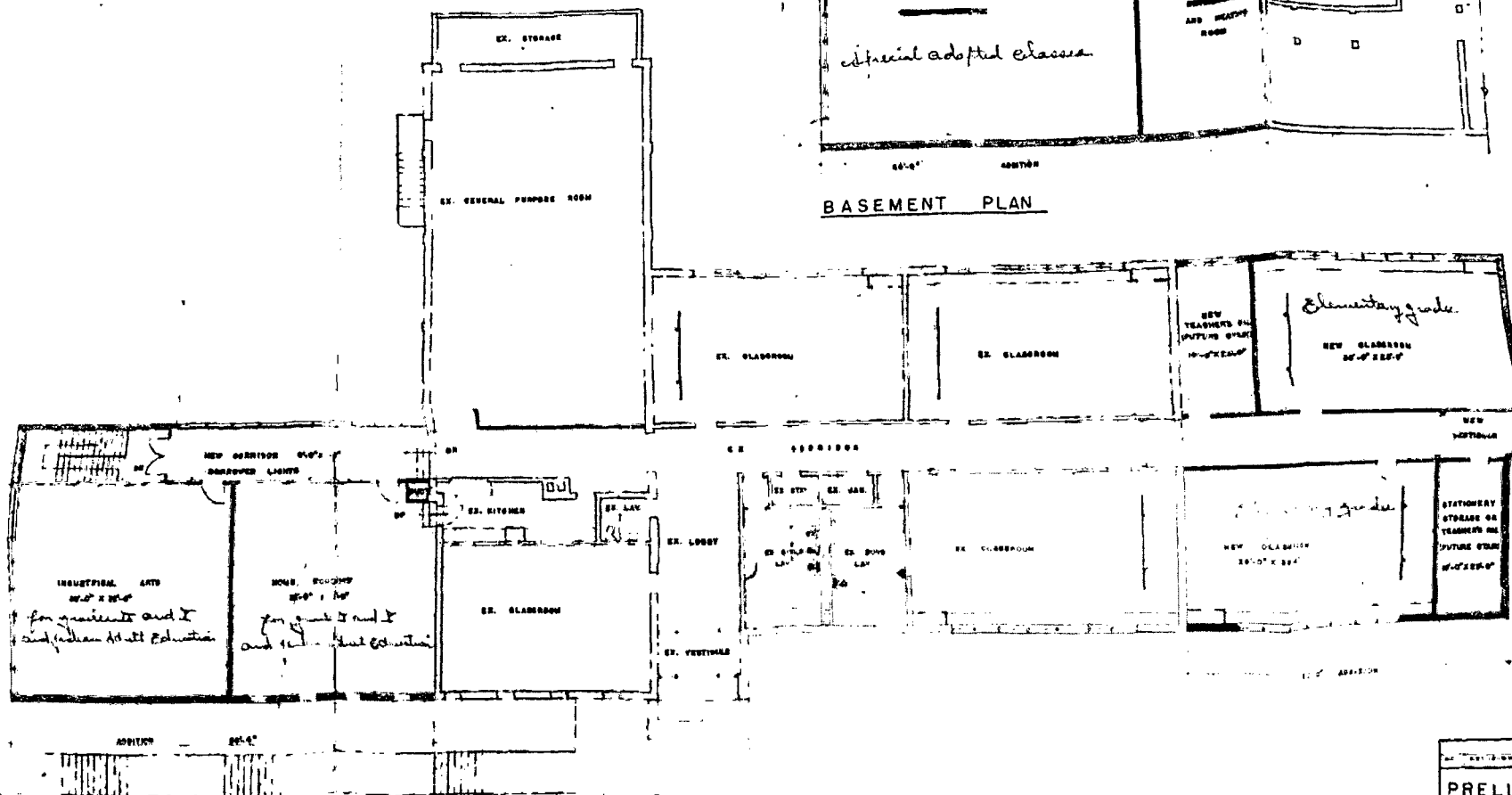
ORIGINAL SIGNED BY
G. A. MULLIN

G. A. Mullin
District Supt. of Education
Kenora-Ft. Frances District

Encl.



BASEMENT PLAN



MAIN FLOOR PLAN

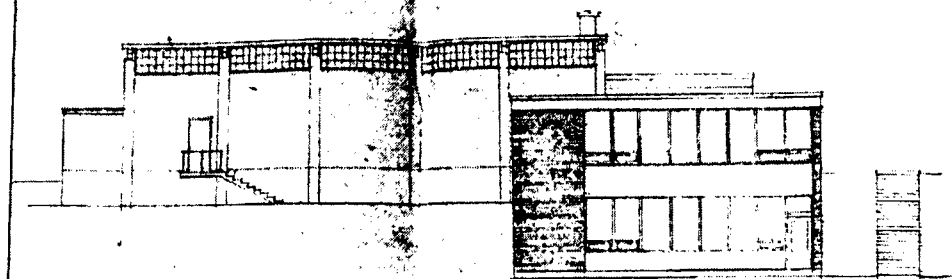
PRELIMINARY

FATHER MOSS SCHOOL ADDITION

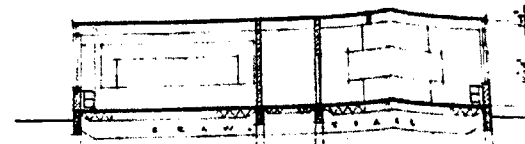
DUBUESS, CLARK & BARNETT

MAIN FLOOR PLAN

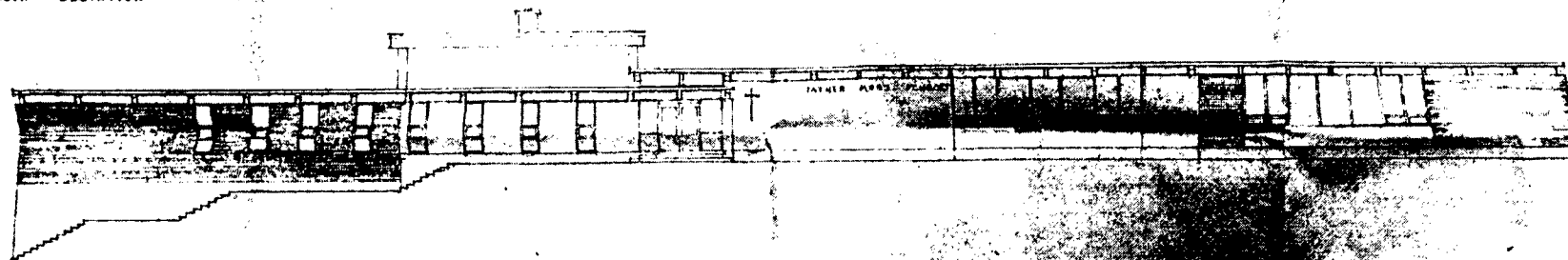
SANTA ANITA ARCHITECTS



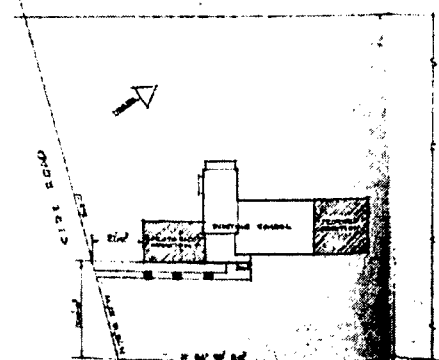
SOUTH ELEVATION



TYPICAL CROSS SECTION THROUGH CLASSROOM

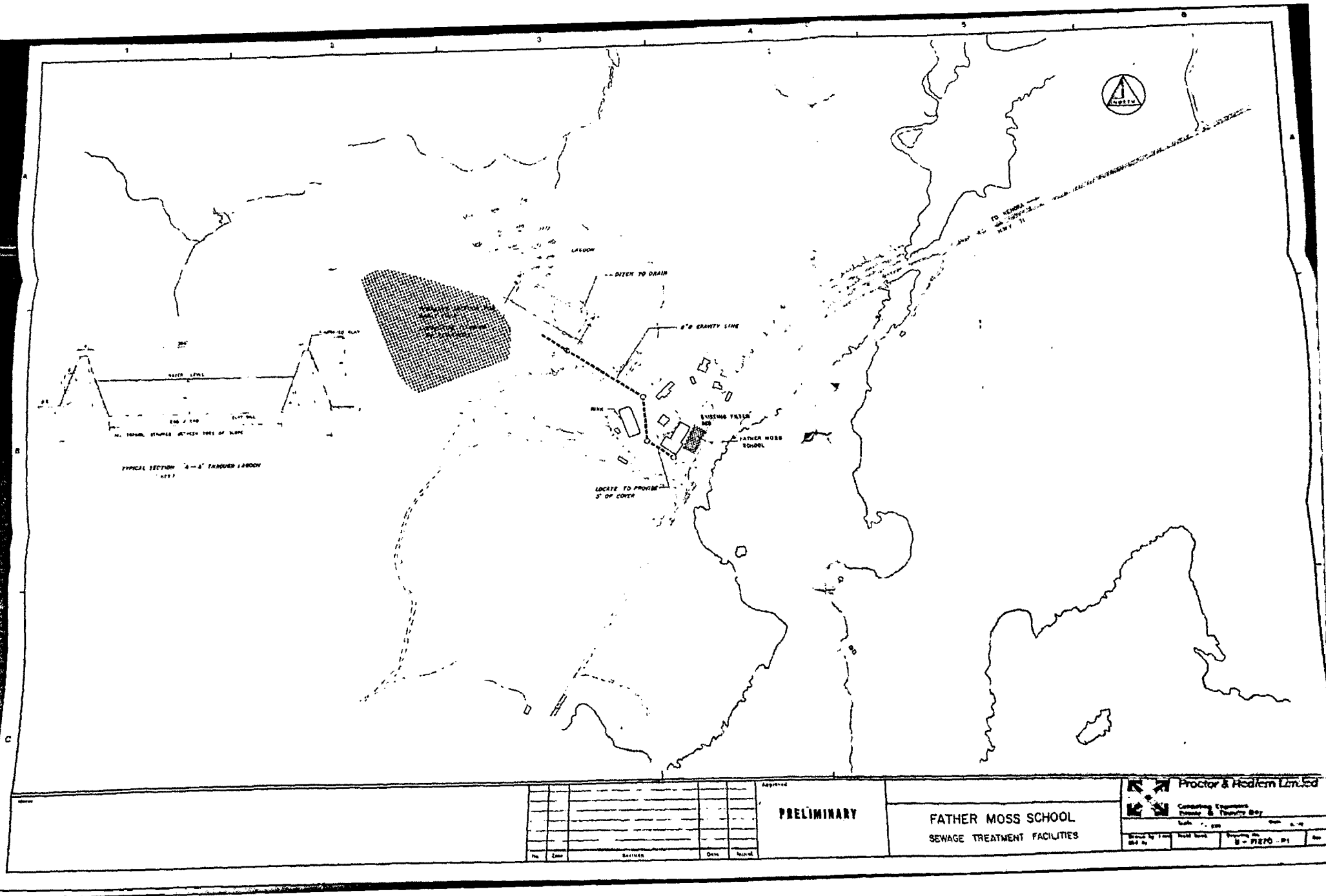


EAST ELEVATION



EAST PLAN

REVISION		DATE	
PRELIMINARY		DATE	
FATHER MOOS SCHOOL ADDITION		E30683	
SHEETS		SHEETS	
ELEVATIONS		ELEVATIONS	
SCALE: 1/8" = 1'-0"		SCALE: 1/8" = 1'-0"	
SANTA AND TETT ARCHITECTS		SANTA AND TETT ARCHITECTS	
7007 WILLIAM A. POST AVENUE		7007 WILLIAM A. POST AVENUE	





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RG 010 - Indian and Inuit Affairs _____ MG _____ R- _____ SERIES/SÉRIE _____

ACCESSION 2017-00026-4 _____ VOL _____ PAGE(S) _____

BOX/BOÎTE 13 _____ REEL/BOBINE _____

FILE/DOSSIER 487/25-11, v. 3 _____

DATE April 18, 2019 _____