EDUCATION JURISDICTION
FRAMEWORK AGREEMENT

Made this 5th day of July, 2006.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA,
as represented by the Minister of Indian Affairs and
Northern Development
(hereinafter referred to as “Canada”)

OF THE FIRST PART

AND:

HER MAJESTY THE QUEEN IN RIGHT OF
BRITISH COLUMBIA,
as represented by the Minister of Education
(hereinafter referred to as “British Columbia”)

OF THE SECOND PART

AND:

FIRST NATIONS EDUCATION STEERING COMMITTEE,
as represented by the Chief Negotiator
(hereinafter referred to as “FNESC”)

OF THE THIRD PART

Collectively referred to hereinafter as the “Parties”

WHEREAS:

The negotiation of this Agreement is guided by the principles established in the
tripartite Memorandum of Understanding with Respect to First Nations Authority
and Jurisdiction over Education of July 24, 2003, signed by Canada,
British Columbia and FNESC on behalf of its members;
NOW THEREFORE, THE PARTIES AGREE AS follows:

PART I - DEFINITIONS

1.1 In this Agreement:

“Agreement” means this Education Jurisdiction Framework Agreement and, unless otherwise provided in the Agreement, includes its schedules;

“Band List” means a “Band List” within the meaning of the term under the Indian Act;

“British Columbia First Nation Education Agreement” means the agreement between British Columbia and FNESC attached as Schedule A to this Agreement;

“Business Day” means any day from Monday to Friday inclusive, except for any day that is a statutory holiday in the place of receipt of a notice or communication;

“Canada-First Nation Education Jurisdiction Agreement” means an agreement to be entered into by Canada and a Participating First Nation in the form set out in Schedule B to this Agreement;

“Community Education Authority” means a legally constituted entity established by a Participating First Nation to operate its Education system in accordance with its Canada-First Nation Education Jurisdiction Agreement;

“Education” means education programs and services of a nature generally provided to students enrolled in kindergarten to grade 12;

“Education Co-Management Agreement” means an agreement entered into between a Participating First Nation and the First Nation Education Authority in accordance with a Canada-First Nation Education Jurisdiction Agreement;

“Education Jurisdiction Funding Agreement” means the template funding agreement set out in Schedule C;

“Federal Enabling Legislation” means the legislation enacted by Canada providing a process for bringing Canada-First Nation Education Jurisdiction Agreements into legal force and effect;

“First Nation” means a Band within the meaning of the term under the Indian Act located in British Columbia;

“First Nation Council” means a “council of the band”, within the meaning of the term under the Indian Act, of a Participating First Nation;
“First Nation Education Authority” means the legally constituted entity established by Federal Enabling Legislation and whose directors are appointed by Participating First Nations;

“First Nation Education Law” means a law passed by a Participating First Nation with respect to the operation of its Education system in accordance with a Canada-First Nation Education Jurisdiction Agreement;

“First Nation Education Law Making Protocol” means a protocol adopted by a Participating First Nation in accordance with a Canada-First Nation Education Jurisdiction Agreement;

“First Nation Land” means a “reserve” within the meaning of the term under the Indian Act set apart for a Participating First Nation, and includes “first nation land” administered under the First Nations Land Management Act;

“Interested First Nation” means a First Nation whose First Nation Council has passed a band council resolution indicating that it wishes to enter into a Canada-First Nation Education Jurisdiction Agreement with Canada;

“Jurisdiction” means a Participating First Nation’s law-making authority, as set out in a Canada-First Nation Education Jurisdiction Agreement;

“Legislature” means the Legislature of the Province of British Columbia;

“Member” means a person whose name appears on a Band List or who is entitled to have his or her name appear on a Band List;

“Parliament” means the Parliament of Canada;

“Participating First Nation” means any First Nation that signs a Canada-First Nation Education Jurisdiction Agreement with Canada;

“Party” means a signatory to this Agreement;

“Provincial Enabling Legislation” means the legislation enacted by British Columbia which, among other matters, recognizes Participating First Nations’ Jurisdiction over Education as set out in Canada-First Nation Education Jurisdiction Agreements; and

“Schedule” means a schedule attached to this Agreement.

PART II – PURPOSES OF AGREEMENT

2.1 The purposes of this Agreement are:
   a) to establish a process to enable the recognition of Jurisdiction by a Participating First Nation over Education on First Nation Land as set
out in a Canada-First Nation Education Jurisdiction Agreement;
b) to outline the responsibilities of each of the Parties to support the exercise of Jurisdiction by Participating First Nations over Education on First Nation Land;
c) to confirm the steps, including the recommendation of Federal Enabling Legislation to Parliament, required for ratification of a Canada-First Nation Education Jurisdiction Agreement; and
d) to confirm the commitment of British Columbia to recommend Provincial Enabling Legislation to the Legislature.

PART III – RESPONSIBILITIES OF THE PARTIES

Canada

3.1 Upon receipt of a minimum of 12 band council resolutions from Interested First Nations, Canada will prepare and recommend Federal Enabling Legislation to Parliament.

3.2 Subject to obtaining the approval of the Federal Cabinet, Canada will consult with FNESC and British Columbia during the drafting of Federal Enabling Legislation.

3.3 Federal Enabling Legislation will:
   a) enable subsequently ratified Canada-First Nation Education Jurisdiction Agreements to be approved, given effect and declared valid by order-in-council;
   b) establish Participating First Nations as having the capacity, rights, powers and privileges of a natural person for the purposes of exercising the duties, powers and functions set out in Canada-First Nation Education Jurisdiction Agreements;
   c) establish the First Nation Education Authority and set out its powers, duties, functions and composition;
   d) enable Participating First Nations to establish Community Education Authorities in accordance with Canada-First Nation Education Jurisdiction Agreements;
   e) provide that sections 114 to 122 of the Indian Act will no longer apply to a Participating First Nation after it has passed a First Nation Education Law;
   f) provide that the Indian Act, and any related regulations or orders, will continue to apply to Participating First Nations, their Members and First Nations Land, except as set out in subparagraph (e);
   g) give effect to consequential amendments to federal legislation in order to implement the Canada-First Nation Education Jurisdiction
Agreements;

h) provide that Federal Enabling Legislation prevails over other federal legislation to the extent of any conflict; and

i) provide that Canada-First Nation Education Jurisdiction Agreements are binding on third parties.

British Columbia

3.4 Following the passage of Federal Enabling Legislation, British Columbia will prepare and recommend Provincial Enabling Legislation to the Legislature in accordance with the commitments set out in the British Columbia-First Nation Education Agreement.

3.5 Subject to obtaining the approval of the Attorney General of British Columbia, British Columbia will consult with FNESC and Canada during the drafting of Provincial Enabling Legislation.

3.6 Provincial Enabling Legislation prevails over other provincial laws to the extent of any conflict.

FNESC

3.7 FNESC will work with Interested First Nations to develop templates for a First Nation Education Law, an Education Co-Management Agreement, a First Nation Education Law Making Protocol, roles and responsibilities for Community Education Authorities, a community consultation and information process and an Interested First Nation ratification process.

3.8 Prior to the introduction of Federal Enabling Legislation, FNESC will work with Canada and British Columbia to ensure the First Nation Education Authority will have the capacity to carry out its responsibilities set out in the Canada-First Nation Education Jurisdiction Agreement and other matters as agreed to by the parties.

PART IV – CANADA-FIRST NATION EDUCATION JURISDICTION AGREEMENTS

4.1 Following the passage of Federal Enabling Legislation, Canada will negotiate and attempt to reach agreement on a Canada-First Nation Education Jurisdiction Agreement with each Interested First Nation.

4.2 Canada intends that the implementation plan to be attached to each Canada-First Nation Education Jurisdiction Agreement will be based on the template implementation plan set out in Schedule D.

4.3 Upon ratification of a Canada-First Nation Education Jurisdiction Agreement by a Participating First Nation and Canada, Canada intends
to commence negotiations and attempt to reach agreement on a funding agreement with the Participating First Nation in accordance with the provisions of the Canada-First Nation Education Jurisdiction Agreement. For greater certainty, Canada intends that the template funding agreement set out in Schedule C will form the basis of the first education funding agreement contemplated by the Canada-First Nation Education Jurisdiction Agreement.

PART V – FINANCIAL ARRANGEMENTS

Funding for FNESC

5.1 Canada and FNESC will negotiate and attempt to reach agreement on a one-time funding arrangement to support the activities to be undertaken by FNESC and Interested First Nations set out in paragraphs 3.7 and 3.8.

Funding for First Nation Education Authority

5.2 Every year, or other time periods as may be agreed to in writing, Canada and the First Nation Education Authority will negotiate and attempt to reach agreement on a funding agreement to support the First Nation Education Authority in carrying out its responsibilities set out in Canada-First Nation Education Jurisdiction Agreements.

Appropriation

5.3 The financial provisions of this Agreement applicable to Canada are subject to the appropriation of funds by the Parliament of Canada.

PART VI – DISPUTE RESOLUTION

Informal Discussion

6.1 In the event of a dispute between the Parties arising out of or relating to this Agreement, the Parties agree to meet, negotiate in good faith and attempt to resolve the dispute amicably.

PART VII – GENERAL PROVISIONS

Nature of Agreement

7.1 This Agreement is not a treaty or a land claims agreement within the meaning of sections 25 and 35 of the Constitution Act, 1982.

7.2 This Agreement does not, of its own force and effect, recognize, affirm or deny any aboriginal or treaty rights of a Participating First Nation, nor does it abrogate or derogate from the recognition and affirmation of those

7.3 Nothing in this Agreement will be construed so as to affect in any manner the Constitution of Canada.

7.4 Nothing in this Agreement restricts Participating First Nations from entering into other agreements with Canada, British Columbia or other parties with respect to any matter, including those not covered in this Agreement.

Term and Extension of Agreement

7.5 The term of this Agreement is seven years, commencing on the date that it is signed by all Parties, unless extended or renewed in writing by the Parties.

7.6 Six months prior to the expiration of the term set out in paragraph 7.5, the Parties will meet to discuss the necessity of extending or renewing this Agreement.

Review of Agreement

7.7 The Parties will each designate a representative to review and monitor progress towards the completion of the responsibilities set out in this Agreement, with meetings to be held on a quarterly basis or at intervals as otherwise agreed to by the parties, and the forum for such meetings to be an existing forum or as otherwise agreed by the Parties.

Amendment

7.8 Subject to paragraphs 7.9 and 7.10, this Agreement may be amended with the written consent of each Party.

7.9 Schedule “A” (the British Columbia First Nation Education Agreement) may be amended with the written consent of British Columbia and FNESC. Prior to British Columbia executing an amendment to Schedule “A”, British Columbia will notify and give reasons for the intended amendment to Canada.

7.10 Schedule “B” (the Canada-First Nation Education Jurisdiction Agreement) and Schedule “C” (the Education Jurisdiction Funding Agreement) may be amended with the written consent of Canada and FNESC. Prior to Canada executing an amendment to Schedule “B”, Canada will notify and give reasons for the intended amendment to British Columbia.

7.11 An amendment to this Agreement takes effect on a date agreed to by the Parties to the amendment, but if no date is agreed to, on the date that the last Party required to consent to the amendment gives its consent.
Entire Agreement

7.12 This Agreement is the entire agreement among the Parties in respect of the subject matter of this Agreement and, except as set out in this Agreement, there is no representation, warranty, collateral agreement, condition, right, or obligation affecting this Agreement.

No Implied Waiver

7.13 A provision of this Agreement, or the performance by a Party of an obligation under this Agreement, may not be waived unless the waiver is in writing and signed by the Party or Parties giving the waiver.

7.14 No written waiver of a provision of this Agreement, of performance by a Party of an obligation under this Agreement, or of default by a Party of an obligation under this Agreement, will be a waiver of any other provision, obligation, or subsequent default.

Interpretation

7.15 In this Agreement:

a) unless it is otherwise clear from the context, a reference to a "Part" or "paragraph" means a Part or paragraph of this Agreement;

b) headings and sub-headings are for convenience only, do not form a part of this Agreement and in no way define, limit, alter or enlarge the scope or meaning of any provision of this Agreement;

c) unless otherwise provided, a reference to a statute includes every amendment to it, every regulation made under it and amendment made to such regulation, and any successor legislation;

d) unless it is otherwise clear from the context, the use of the singular includes the plural and the use of the plural includes the singular; and

e) where one or more Parties are mentioned in a provision of this Agreement, this will not be interpreted as implying or inferring any obligation or acknowledgement by any Party not mentioned in that provision.

Computation of Time

7.16 Sections 26 to 28 of the Interpretation Act (Canada) apply to the computation of time for the purposes of this Agreement.
No Benefits

7.17 No member of the House of Commons or Senate will be admitted to share or part of this Agreement, or to any benefit arising from it.

Execution of Documents

7.18 Each Party will, at the request of and at no cost to the other Parties, execute and deliver to the requesting Party any instrument or document or will do anything that may reasonably be required to carry out its obligations under this Agreement, or to complete any transaction contemplated by this Agreement.

Severability

7.19 Unless otherwise determined by a court of competent jurisdiction, if any provision contained in this Agreement is rendered invalid, illegal or unenforceable by a court of competent jurisdiction in any respect:

a) the Parties will make best efforts to remedy or amend the provision; and

b) the validity, legality or enforcement of the remaining provisions will not in any way be considered by the Parties to be affected or impaired.

Notices And Communications

7.20 Where in this Agreement any notice or other communication is required to be given or made by any Party, it will be in writing and will be effective if by hand, transmitted by facsimile transmission or sent by registered mail to the addresses set out below. The address of a Party may be changed by notice in the manner set out in this paragraph.

CANADA:

Minister
Indian Affairs and Northern Development
10 Wellington Street
OTTAWA ONTARIO K1A 0H4
Fax: (819) 953-4941

BRITISH COLUMBIA:

Minister of Education
Parliament Buildings
PO Box 9179 Stn Prov Govt
VICTORIA, BRITISH COLUMBIA V8W 9E2
Fax: (250) 356-2011
FNESC:
Chair, Strategic Action Committee, FNESC
Room 113, 100 Park Royal
WEST VANCOUVER, BRITISH COLUMBIA V7T 1A2
Fax: (604) 923-6087

7.21 A notice or communication will be considered to have been received:

a) if delivered by hand during business hours on a Business Day, upon receipt by a responsible representative of the receiver, and if not delivered during business hours, upon the commencement of business on the next Business Day;

b) if sent by facsimile transmission during business hours on a Business Day, upon the sender receiving confirmation of the transmission, and if not transmitted during business hours, upon the commencement of business on the next Business Day; or
c) if mailed by registered post in Canada, five (5) Business Days after posting, except that, in the case of a disruption or an impending or threatened disruption in postal services, every notice or communication will be delivered by hand or sent by facsimile transmission.

Signatures

The Honourable Jim Prentice
Minister of Indian Affairs and
Northern Development
OTTAWA, CANADA

The Honourable Gordon Campbell
Premier of British Columbia
VICTORIA, BRITISH COLUMBIA

Nathan Matthew
Chief Negotiator
FNESC
WEST VANCOUVER, BRITISH COLUMBIA
BRITISH COLUMBIA FIRST NATION
EDUCATION AGREEMENT

THIS AGREEMENT dated for reference the 5th day of July, 2006.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA
As represented by the Minister of Education
(hereinafter referred to as “British Columbia”)

AND:

THE FIRST NATIONS EDUCATION STEERING COMMITTEE
As represented by Nathan Matthew, Chief Negotiator
(hereinafter referred to as “FNESC”)

PREAMBLE:

This Agreement is guided by the principles set out in the tripartite Memorandum of Understanding with Respect to First Nations Authority and Jurisdiction over Education, which was signed on July 24, 2003, by Canada, British Columbia, FNESC on behalf of its members and by the First Nations Summit Task Group.

This Agreement acknowledges and builds upon the mutual commitment of FNESC and British Columbia to work together in a new relationship intended to further improve educational opportunities and outcomes for First Nations students.

The Parties to this Agreement also recognize that improved educational outcomes for students attending First Nations schools and for First Nations students attending Provincial Public Schools, will be central to the shared objective of restoring, revitalizing and strengthening the economic and social sustainability of First Nations in British Columbia.

The Parties further recognize and respect the right of parents to decide whether their children will be enrolled to receive the benefit of an educational program offered by a school operated by a Participating First Nation or, in the alternative, a program offered by a Provincial Public School operated by a School Board pursuant to the authority set out in the School Act, R.S.B.C. 1996, c. 412 (the “School Act”) or a program offered by an independent school operated by an authority pursuant to the Independent School Act, R.S.B.C. 1996, c. 216.

The Parties also agree that this Agreement is not intended to preclude or impede the capacity of Participating First Nations to pursue the further recognition of jurisdiction over education through other initiatives including self-government and treaty negotiations.
The Parties further agree as follows:

DEFINITIONS:

In this Agreement

“Canada-First Nation Education Jurisdiction Agreement” means an agreement between Canada and a Participating First Nation in the form set out in Schedule ‘B’ to the Education Jurisdiction Framework Agreement;

“College of Teachers” means the body established by British Columbia to certify competencies of teachers and to address matters relevant to the discipline of teachers pursuant to the Teaching Profession Act, R.S.B.C. 1996, c. 449;

“Community Education Authority” means a legally constituted entity established by the Participating First Nation to operate its educational system;

“DIAND” means the Department of Indian Affairs and Northern Development;

“Dogwood Graduation Certificate” means the graduation certificate granted by the Province of British Columbia;

“Education” means the provision of an educational program, as defined in the School Act, to children of school age, as defined in the School Act;

“First Nation” means a Band within the meaning of the term within the Indian Act, R.S.C. 1985, c. I-5 (the “Indian Act”) located in British Columbia;

“First Nation Education Authority” means the legally constituted entity established by federal statute to provide education services to Participating First Nations;

“First Nation Education Law” means a law passed by the Participating First Nation with respect to the operation of schools under the jurisdiction of the Participating First Nation;

“First Nation Land” means a reserve within the meaning of the Indian Act of the Participating First Nation, including land administered under the First Nations Land Management Act, S.C. 1999, c. 24;

“First Nation Language Authority” means an authority established by a Participating First Nation to determine the language proficiency of teachers and to determine the required elements of First Nations language programs;

“First Nations Education Standards” means the educational program standards established by the First Nation Education Authority in respect of Participating First Nations Schools;

“First Nations School Certification Process” means the process and requirements set out and used by the First Nation Education Authority to certify schools operated by Participating First Nations;
“First Nations Teacher Certification Process” means the process and requirements set out and used by the First Nation Education Authority to certify that a teacher has met the standards and competencies established by the First Nation Education Authority;

“Local Education Agreement” means an agreement between School Boards and First Nations regarding improved educational opportunities for First Nation Students and to facilitate constructive dialogue between First Nations and School Boards;

“Ministry of Education” means the provincial authority responsible for education in British Columbia as provided for in the School Act;

“Non-Member” means a person whose name does not appear on a Band List or who is not entitled to have his or her name appear on a Band List;

“Participating First Nation” means any First Nation that has signed a Canada-First Nation Education Jurisdiction Agreement with Canada and that has become a signatory to this Agreement in accordance with Chapter 8;

“Participating First Nations School” means a school operated by a Participating First Nation, or a Community Education Authority established for that purpose, on First Nation Land;

“Party” means a signatory to this Agreement and includes, upon their signing of this Agreement, the First Nations Education Authority and Participating First Nations;

“Provincial Public Schools” means schools operated by School Boards in British Columbia under the authority of the School Act;

“Student” means a person of school age attending a school providing Education on First Nation Land in a Participating First Nations School;

“Student Record” means information regarding the progress of an individual student and other ancillary information as provided for in this Agreement.

CHAPTER ONE

RECOGNITION OF JURISDICTION AND GENERAL PROVISIONS:

1.1 British Columbia agrees to recognize the jurisdiction of Participating First Nations to make laws in respect of Education and services provided by a Participating First Nation or by a Community Education Authority established for that purpose, on First Nation Land, as set out in a Canada - First Nation Education Jurisdiction Agreement.

1.2 For greater certainty, the Parties acknowledge that a Participating First Nation’s authority under paragraph 1.1 will extend to all students who attend a Participating First Nations School.
1.3 As soon as reasonably practicable after the Parliament of Canada has brought into force legislation giving legal force and effect to a Canada-First Nation Education Jurisdiction Agreement, British Columbia will recommend to the Legislative Assembly of British Columbia legislation:

(a) to enable provincial School Boards, the College of Teachers and other provincial entities to enter into agreements with Participating First Nations, Community Education Authorities and the First Nations Education Authority on matters relating to Education; and

(b) which may include other consequential amendments in order to implement this Agreement.

1.4 Nothing in this Agreement shall restrict the capacity of Participating First Nations to establish a Community Education Authority which would operate schools subject to the jurisdiction of two, or more, Participating First Nations.

1.5 The Parties understand that a First Nation Education Authority established pursuant to legislation enacted by the Parliament of Canada will, on behalf of Participating First Nations, have, inter alia, the powers necessary to:

(a) Certify teachers, pursuant to a First Nations Teacher Certification Process, to teach in Participating First Nations Schools or, in the alternative, to enter into agreements with the College of Teachers to certify teachers for that purpose or the Ministry of Education, if applicable. It is understood by the Parties that teacher certification standards for teachers employed by, or on behalf of, Participating First Nations Schools will, at minimum, be comparable to standards applicable to the certification of teachers in Provincial Public Schools or funded independent schools in the province.

(b) Certify, pursuant to a First Nations School Certification Process, schools operated on First Nations Lands by Participating First Nations.

(c) Establish education standards for Participating First Nations Schools which will recognize and support the importance of First Nations language and culture and, further, will ensure that curriculum, examination and other standards associated with programs delivered by Participating First Nations or Community Education Authorities will permit the transfer of students, at similar levels of achievement, between schools operated by Participating First Nations and Provincial Public Schools operated pursuant to the authority of the School Act, and to permit entry into the post-secondary education system.

For the purposes of this Agreement, the capacity to certify teachers to teach First Nations languages in Participating First Nation schools shall be exclusively within the jurisdiction of Participating First Nations and the First Nations Education Authority.

1.6 The Parties understand that for the purpose of this Agreement and other related Agreements, a Participating First Nation or, where applicable, a Community Education Authority will have the powers and capacities of a natural person including the legal capacity
necessary to exercise its powers and to perform its duties and functions and in particular may:

(a) Enter into contracts and agreements;
(b) Acquire, hold or dispose of any property or interest in property;
(c) Sue or be sued;
(d) Raise, spend, invest or borrow money, and secure or guarantee the repayment of any money borrowed;
(e) Apply to form corporations or other legal entities in accordance with federal or provincial laws; and
(f) Do such other things as may be ancillary to the exercise of its rights, powers and privileges under this Agreement.

1.7 Non-Members who enrol their children in a school operated by a Participating First Nation on First Nation Land will be provided with opportunities through which they may have input into any decision with respect to a program or service where that decision directly and significantly affects the rights of those Non-Members or their children.

1.8 British Columbia’s obligations under the Agreement in respect of a Participating First Nation are subject to that Participating First Nation maintaining a valid Canada-First Nations Education Jurisdiction Agreement and remaining in compliance with the obligations and requirements set out in this Agreement.

1.9 The Parties agree that they will continue to work with School Boards and First Nations to encourage and assist with the development of Local Education Agreements.

CHAPTER TWO

RECIROCAL TUITION:

2.1 FNESC and Participating First Nations recognize and accept that Participating First Nations are obligated to pay tuition to Provincial School Boards in respect of students from Participating First Nations who are enrolled to receive educational programs from Provincial Public Schools.

2.2 British Columbia recognizes and accepts the obligation to pay tuition to the Community Education Authority of Participating First Nations in respect of Students not ordinarily resident on reserve lands and in respect of non-status Students ordinarily resident on First Nation lands developed primarily for commercial purposes such as residential developments who are enrolled to receive an educational program from the Community Education Authority of a Participating First Nation and who would otherwise qualify for Education funded by the Province at a Provincial Public School.

2.3 Nothing in this Agreement obligates British Columbia to pay tuition to a Participating First Nation or a Community Education Authority in respect of any students who are not described in clause 2.2.
2.4 The Parties agree that the level of tuition will be determined pursuant to the provincial per student rates in force in the applicable region or school district.

2.5 The Parties further agree that subject to the provision of appropriate additional funding from the Government of Canada to support the provision of educational services to students with special educational needs, tuition levels referred to in clause 2.4 will be calculated based upon the assessed learning needs of each student as determined pursuant to provincial assessment criteria.

2.6 The Parties agree that, for the first five years subsequent to the signing of this Agreement, tuition obligations will be determined by enrolment counts as of September 30th of each school year.

2.7 The Parties further agree that the effectiveness of, and possible alternatives to, a single September 30 enrolment count, will be reviewed prior to the commencement of the sixth year subsequent to the signing of this Agreement, or at any earlier date agreed to by the Parties.

CHAPTER THREE

CAPACITY TO GRANT CREDENTIALS:

3.1 British Columbia recognizes that Participating First Nations and, where applicable, the First Nations Education Authority, will have the Jurisdiction to issue a First Nations graduation certificate to:

(a) students of Participating First Nations Schools who have completed the graduation requirements established by the First Nation Education Authority; and

(b) students from Participating First Nations who have completed the graduation requirements at Provincial Public Schools if the student has achieved learning outcomes substantially comparable to those required for graduation by the First Nations Education Authority.

3.2 Upon request and subject to clause 3.3 British Columbia will issue a Dogwood Graduation Certificate in respect of a student if satisfied that the student has both completed an educational program at the Grade Twelve level at a Participating First Nations School and has done so by achieving learning outcomes substantially comparable to those required for graduation by the Ministry of Education.

3.3 Where British Columbia is in receipt of a request made by or on behalf of a student pursuant to clause 3.2 of this Agreement, the applicable Participating First Nations School(s), if requested to do so, will provide the Ministry of Education with copies of the academic record of that student together with the results achieved by that student in any provincial examinations or in comparable examinations in corresponding subject areas to those required for graduation in the public school system.
Upon the recommendation of a First Nations Language Authority designated by a Participating First Nation, and subject to clause 3.5, British Columbia will recognize a program of study in the Participating First Nation’s language as fulfilling the requirement for a second language credit as part of the graduation requirements referred to in clause 3.2.

3.5 If requested to do so, a Participating First Nation or a First Nation Language Authority will provide the Ministry of Education with a summary of a First Nation’s language program to facilitate consideration of any request made pursuant to clause 3.4.

British Columbia and FNESC will exchange information, as required, to ensure that students served by their respective education system will be able to access current information regarding learning outcomes and graduation requirements.

CHAPTER FOUR

CURRICULUM DEVELOPMENT AND EXAMINATIONS:

4.1 British Columbia and FNESC will work together to develop and implement an equivalent to the English 12 graduation requirement together with a corresponding provincial examination. British Columbia and FNESC agree that the content of this course will be based upon First Nations and other appropriate learning resources, and will address learning outcomes consistent with those required for English 12. British Columbia and FNESC may further agree to develop, implement or recognize equivalent courses in other subject areas.

4.2 Where requested to do so, British Columbia will also work with FNESC and with the First Nation Education Authority to make the provincial examinations in Grades 10, 11, and 12 and the Province’s Foundation Skills Assessment in Grades 4, 7 and 10 available to students attending Participating First Nations Schools. British Columbia will work with FNESC and with the First Nation Education Authority to establish appropriate protocols for the conduct of Provincial examinations.

CHAPTER FIVE

CONSULTATION OBLIGATIONS:

5.1 British Columbia agrees to consult the First Nation Education Authority, once it has become a Party to this Agreement, in any general consultations undertaken by the Ministry of Education regarding proposed changes to education policy, legislation or standards that materially affect programs offered by Participating First Nation or which could have a material affect on assessments, teacher certification, graduation requirements, curriculum and any other matters relating thereto.

5.2 With respect to clause 5.1, to facilitate opportunities for consultation between the First Nation Education Authority and Participating First Nations regarding proposed provincial changes to education policy, legislation or standards British Columbia, where it is reasonably practicable to do so, will endeavour to consult with the First Nations Education Authority at an early stage in any consultation process.
5.3 Further with respect to clause 5.1, where it is not reasonably practicable for British Columbia to consult with the First Nation Education Authority prior to the implementation of any changes to education policy, legislation or standards, British Columbia will work with the First Nations Education Authority to determine the impact of, and implementation issues associated with, such changes.

5.4 The First Nation Education Authority and Participating First Nations will make British Columbia aware of changes to education policy, standards and, where applicable, to any proposed changes in legislation regarding the operation of Participating First Nations Schools.

5.5 British Columbia also agrees that the FNESC or, in the alternative, the First Nation Education Authority, will continue as a member of the Education Advisory Council to the Minister of Education or any other entity established by the Ministry of Education for a similar purpose.

CHAPTER SIX

INFORMATION SHARING AND EVALUATION:

6.1 British Columbia commits to continue to provide, at least once per year, a comprehensive report on the educational performance success of Aboriginal students and will provide, if requested to do so by the First Nations Education Authority, once it becomes a party to this Agreement, a more specific report which specifically addresses the outcomes of students from Participating First Nations attending Provincial Public Schools.

6.2 Subject to the Freedom of Information and Protection of Privacy Act, R.S.B.C. 1996, c. 165 (the “FOIPPA”), British Columbia, if requested to do so, may also provide outcomes reports directly to a Participating First Nations regarding the performance success of students attending Provincial Public Schools from that First Nation.

6.3 The Parties further agree that, at least once per year, the Ministry of Education as represented by the Deputy Minister and the First Nations Education Authority as represented by the Authority’s senior representative(s) shall meet to discuss:

(a) the effectiveness of the Parties in the implementation of this Agreement, including the extent to which related agreements have been successfully initiated between Provincial School Boards and Participating First Nations and, where applicable, with other provincial entities;

(b) subject to the FOIPPA, the content of performance outcomes reports prepared in respect of students from Participating First Nations and options for achieving improved outcomes for First Nations students attending Provincial Public Schools and schools operated by Participating First Nations; and

(c) opportunities for the continuing development and implementation of effective and compatible data collection capacities.
6.4 Once it becomes a party to this Agreement, the First Nations Education Authority will establish and implement standardized assessment processes to evaluate literacy and numeracy performance outcomes in all Participating First Nations Schools. It is also agreed that Participating First Nations will make outcomes reports on school performance available to parents with Students enrolled in Participating First Nations Schools.

6.5 Further to clause 6.4 and subject to the approval of Participating First Nations, the First Nation Education Authority will also provide the Ministry of Education with an annual summary performance outcomes report for purposes of meeting the obligations set out in clause 6.3 b) of this Agreement.

6.6 The Parties also agree that they will work together, and with the College of Teachers, or with the Ministry of Education, where applicable, and with the teacher certification representatives of the First Nation Education Authority to establish effective information exchange protocols regarding the certification of teachers, de-certifications and, where applicable, the discipline of teachers.

CHAPTER SEVEN – MISCELLANEOUS MATTERS

ACCESS TO LEARNING RESOURCES AND BULK PURCHASE OPPORTUNITIES:

7.1 If requested to do so, British Columbia will consult with the First Nations Education Authority, once it becomes a party to this Agreement, regarding reasonable cost access to provincial learning resources and where reasonably practicable, access to provincial bulk purchase initiatives.

CHAPTER EIGHT

PARTIES:

8.1 The First Nations Education Authority may become a party to this Agreement by signing the Party Agreement Form in Schedule A.

8.2 Once the First Nations Education Authority becomes a party to this Agreement it agrees:

(a) to be bound by the terms of this Agreement, and

(b) to take over the rights, responsibilities and obligations of FNESC set out in this Agreement, and in particular but without limiting, those set out in clauses 2.1, 3.6, 4.1, and 4.2.

8.3 A First Nation that has signed a Canada-First Nation Education Jurisdiction Agreement with Canada may become a Participating First Nation, and thus a party, under this Agreement by signing the Party Agreement Form in Schedule A following the passage of a band council resolution to become a party to this Agreement.
8.4 Once a First Nation becomes a Participating First Nation under this Agreement and a party to this Agreement it agrees to be bound by the terms of this Agreement.

CHAPTER NINE

INTERPRETATION:

9.1 This Agreement is not intended to be a treaty or a land claim agreement within the meaning of sections 25 and 35 of the Constitution Act, 1982, being Schedule B of the Canada Act 1982 (U.K.), 1982, c. 11 (the “Constitution Act, 1982”).

9.2 This Agreement is not intended to define, create, recognize, deny or amend any of the rights of the Participating First Nations including Aboriginal or treaty rights within the meaning of sections 25 and 35 of the Constitution Act, 1982, nor abrogate or derogate from the protection provided for existing aboriginal or treaty rights of the aboriginal peoples of Canada by the recognition and affirmation of those rights in section 35 of the Constitution Act, 1982.

9.3 Nothing in this Agreement will be construed so as to affect in any manner the Constitution of Canada.

9.4 The provisions of the Canadian Charter of Rights and Freedoms, Part I of the Constitution Act, 1982, will apply to the Participating First Nation and its institutions in the exercise of its Jurisdiction and authority over Education pursuant to this Agreement.

9.5 The Provisions of the Canadian Humans Rights Act, R.S.C. 1985, c. H-6, will apply to the Participating First Nation and its institutions in the exercise of its Jurisdiction and authority over Education pursuant to this Agreement.

9.6 Nothing in this Agreement restricts the Participating First Nation from entering into other agreements with Canada, with British Columbia, or other entities with respect to any matter, including those not covered in this Agreement.

9.7 In this Agreement:

(a) unless it is otherwise clear from the context, a reference to a “Chapter” or “clause” means a chapter or clause of this Agreement;

(b) headings and sub-headings are for convenience only, do not form a part of this Agreement and in no way define, limit, alter or enlarge the scope or meaning of any provision of this Agreement;

(c) unless otherwise provided, a reference to a statute includes every amendment to it, every regulation made under it and amendment made to such regulation, and any successor legislation;
(d) unless it is otherwise clear from the context, the use of the singular includes the plural and the use of plural includes the singular;

(e) where one or more Parties are mentioned in a provision of this Agreement, this will not be interpreted as implying or inferring any obligation on or acknowledgment by any Party not mentioned in that provision; and

(f) The Schedules to this Agreement are an integral part of this Agreement as if set out at length in the body of this Agreement.

9.8 Unless otherwise determined by a court of competent jurisdiction, if any provision contained in this Agreement is rendered invalid, illegal or unenforceable by a court of competent jurisdiction in any respect:

(a) the Parties will make best efforts to remedy or amend the provision; and

(b) the validity, legality or enforcement of the remaining provisions will not in any way be considered by the Parties to be affected or impaired.

Amendment

9.9 Unless otherwise provided in this Agreement, the provisions of this Agreement may be amended with the written consent of British Columbia, FNESC and, where applicable, by the First Nations Education Authority.

Disputes

9.10 In the event of a dispute between the Parties arising out of or relating to this Agreement, the Parties agree to meet, negotiate in good faith and attempt to resolve the dispute.

Effective Date of Agreement

9.11 This Agreement shall take effect once it has been executed by British Columbia and FNESC. Additional parties become bound when they execute Schedule A to this Agreement.

CHAPTER TEN

NOTICES AND COMMUNICATIONS:

10.1 If to British Columbia:
Minister of Education
Office of the Deputy Minister
PO Box 9179 Stn Prov Govt
Victoria, BC V8W 9H8
Fax: (250) 356-2011
10.2 If to the First Nations Education Steering Committee or the First Nation Education Authority:
   #113 - 100 Park Royal South
   West Vancouver, BC  V7T 1A2
   Fax: (604) 925-6097

10.3 Any notice to be given or communication made to a Party pursuant to this Agreement will be in writing and will be effectively given or made if delivered by hand, transmitted by facsimile transmission or sent by registered mail, to the appropriate address or facsimile number where so notified by that Party.

10.4 A notice or communication will be considered to have been received:

   (a) if delivered by hand during business hours on a business day, upon receipt by a responsible representative of the receiver, and if not delivered during business hours, upon the commencement of business on the next business day;

   (b) if sent by facsimile transmission during business hours on a business day, upon the sender receiving confirmation of the transmission, and if not transmitted during business hours, upon the commencement of business on the next business day; or
(c) if mailed by registered post in Canada, five (5) business days after posting, except that, in the case of a disruption or an impending or threatened disruption in postal services, every notice or communication will be delivered by hand or sent by facsimile transmission.

BRITISH COLUMBIA FIRST NATION EDUCATION AGREEMENT
SIGNATORIES

[Signatures and prints of names]

The Honourable Shirley Bond
Minister of Education and
Deputy Premier
VICTORIA, BRITISH COLUMBIA

Nathan Matthew
Chief Negotiator
FNESC
WEST VANCOUVER, BRITISH COLUMBIA

[Signatures and prints of names]

Witness
Print Name of Witness

Witness
Print Name of Witness

Witness
Print Name of Witness

Print Name of Witness
SCHEDULE A

Party Agreement

The undersigned hereby agrees to be bound by the BC – FNESC Jurisdiction Agreement dated for reference the 5th day of July, 2006.

(If the First Nations Education Authority)

The First Nations Education Authority established under federal legislation on [insert date]

By:_______________________

(Authorized Signatory of the First Nations Education Authority)

(If Participating First Nation)

(Insert description of Band Council’s name and council resolution date)

By:_______________________

(Authorized Signatory)
CANADA FIRST NATION EDUCATION JURISDICTION AGREEMENT

Made this ____ day of __________, 200__

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

as represented by the Minister of Indian Affairs and Northern Development

(hereinafter referred to as "Canada")

AND

THE “X” FIRST NATION

as represented by its Chief and Council

(hereinafter referred to as the “Participating First Nation”)

Collectively referred to hereinafter as the “Parties”

WHEREAS:

The negotiation of this Agreement is guided by the principles established in the tripartite “Memorandum of Understanding with Respect to First Nations Authority and Jurisdiction over Education” of July 24, 2003, signed by Canada, British Columbia and the First Nations Education Steering Committee on behalf of its members;

Canada, the Province of British Columbia and the First Nations Education Steering Committee signed the Education Jurisdiction Framework Agreement dated July 5, 2006 (setting out their responsibilities in supporting the exercise of Jurisdiction over Education by Participating First Nations);

Canada recognizes that the inherent right of self-government is an existing aboriginal right within the meaning of section 35 of the Constitution Act, 1982;

The Participating First Nation asserts that it has an inherent right to exercise jurisdiction
The Participating First Nation asserts that education at all levels is a fundamental aspect of the inherent right of self-government;

Canada and the Participating First Nation acknowledge that they may have different legal views as to the existence, scope and content of an inherent right of self-government;

Canada and the Participating First Nation intend by this Agreement to reflect their understanding on how self-government over Education will be exercised by the Participating First Nation without taking any definitive positions with respect to how the inherent right of self-government over educational matters may ultimately be defined at law;

Canada and the Participating First Nation acknowledge that the Participating First Nation may choose to pursue the implementation of the inherent right of self-government, including educational matters, through other initiatives such as self-government and treaty negotiations, and that nothing in this Agreement is intended to limit the future implementation of the inherent right of self-government; and

Canada and the Participating First Nation consider education to be a life-long learning process.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

PART I - DEFINITIONS

1.1 In this Agreement:

“Agreement” means this Education Jurisdiction Agreement and, unless otherwise provided in the Agreement, includes its appendices, schedules and attachments;

“Band List” means a “Band List” within the meaning of the term under the Indian Act;

“British Columbia-First Nations Education Steering Committee Jurisdiction Agreement” means the agreement signed by British Columbia and the First Nations Education Steering Committee on ____.

“Business Day” means any day from Monday to Friday inclusive, except for any day that is a statutory holiday in the place of receipt of a notice or communication;

“Community Education Authority” means a legally constituted entity established by the Participating First Nation to operate its Education system;

“Education” means education programs and services of a nature generally provided to
Students enrolled in kindergarten to grade 12;

“Education Co-Management Agreement” means the agreement entered into between the Participating First Nation and the First Nation Education Authority;

“Education Jurisdiction Funding Agreement” means a funding agreement entered into between the Participating First Nation and Canada in accordance with this Agreement;

“Effective Date” means the date specified in the federal Order-in-Council upon which this Agreement comes into effect;

“Federal Enabling Legislation” means the legislation enacted by Canada providing a process for bringing this Agreement into legal force and effect;

“First Nation” means a Band within the meaning of the term under the Indian Act located in British Columbia;

“First Nation Council” means the “council of the band”, within the meaning of the term under the Indian Act, of the Participating First Nation;

“First Nation Education Authority” means the legally constituted entity established by Federal Enabling Legislation;

“First Nation Education Law” means a law passed by the Participating First Nation with respect to the operation of its Education system in accordance with this Agreement;

“First Nation Education Law Making Protocol” means a protocol adopted by the Participating First Nation in accordance with this Agreement;

“First Nation Land” means a “reserve” within the meaning of the term under the Indian Act set apart for the Participating First Nation, and includes “first nation land” administered under the First Nations Land Management Act;

“Fiscal Year” means the period that begins on April 1 in one year and ends on March 31 in the following year;

“Indian” means a person who, pursuant to the Indian Act, is registered as an Indian or is entitled to be registered as an Indian;

“Indian Family” means married persons living together or persons living together in a marriage-like relationship, with Indian or non-Indian children, where one of those persons is an Indian;

“Jurisdiction” means the Participating First Nation’s law-making authority, as described in this Agreement;

“Member” means a person whose name appears on a Band List or who is entitled to
have his or her name appear on a Band List;

“Non-Member” means a person who is not a Member;

“Party” means a signatory to this Agreement;

“Schedule” means a schedule attached to this Agreement;

“School Certification Process” means the process and requirements set out and used by the First Nation Education Authority to certify schools operated by Participating First Nations;

“Student” means a person attending a school or other Education program operated by the Participating First Nation; and

“Teacher Certification Process” means the process and requirements set out and used by the First Nation Education Authority to certify that a teacher has met the standards and competencies established by the First Nation Education Authority.

PART II - EXERCISE OF JURISDICTION

Scope of Education Jurisdiction

2.1 The Parties recognize the Participating First Nation’s Jurisdiction over Education on First Nation Land as described in this Agreement.

2.2 For greater certainty, the Parties agree that the Participating First Nation’s Jurisdiction over Education will extend to all Members, and Non-Members who accede to the Jurisdiction, and who choose to receive, or have their children receive, Education provided by the Participating First Nation on First Nation Land.

Access to Education Programs and Services

2.3 The Participating First Nation will:

a) provide, either directly or indirectly, Education to Members, and to other Indians and Indian Families, who reside on First Nation Land, and

b) provide Education to non-Indians ordinarily resident on First Nation Land, other than lands developed primarily for commercial purposes such as residential developments, if such non-Indians are enrolled to attend a school operated by the Participating First Nation on First Nation Land.

2.4 Subject to receiving funding in accordance with the reciprocal tuition funding provisions of the British Columbia -First Nations Education Steering Committee Jurisdiction Agreement, the Participating First Nation will provide Education to:
a) Members who do not reside on First Nation Land;

b) Non-Members who do not reside on First Nation Land; and

c) non-Indians who are not ordinarily resident on First Nation Lands within the meaning of paragraph 2.3(b) of this Agreement.

Non-Member Representation

2.5 Non-Members who receive Education, or have their children receive Education, provided by the Participating First Nation on First Nation Land will be provided with mechanisms through which they may have input into any decision with respect to a program or service where that decision directly and significantly affects the rights of Students who receive Education or their parents.

Education Standards

2.6 The Participating First Nation will provide or make provision for Education so as to allow the transfer of Students without academic penalty to an equivalent grade in another school within the school system of the Province of British Columbia.

Legal Status and Capacity of Participating First Nation

2.7 For any purpose related to this Agreement, the Participating First Nation has the capacity, rights, powers, and privileges of a natural person and, without restricting the generality of the foregoing, may:

a) enter into contracts or agreements;

b) acquire, hold or dispose of any property or an interest in property;

c) sue or be sued;

d) raise, spend, invest or borrow money, and secure or guarantee the repayment of money borrowed;

e) apply to form corporations or other legal entities in accordance with federal or provincial laws; and

f) do such other things as are ancillary to the exercise of its rights, powers, and privileges under this Agreement.

2.8 The capacity, rights, powers and privileges of the Participating First Nation to deal with matters in relation to Education referred to in paragraph 2.7 will be exercised by the First Nation Council in accordance with:

a) the First Nation Education Law-Making Protocol;
b) this Agreement, and
c) its First Nation Education Laws.

2.9 The Participating First Nation will act through the First Nation Council in exercising its capacity, rights, powers, and privileges and in carrying out its duties, functions and obligations related to the subject matter of Education.

2.10 The First Nation Council has the authority to make laws as set out in this Agreement.

**First Nation Education Law Making Protocol**

2.11 The Jurisdiction contemplated by this Agreement will be exercised by the First Nation Council following adoption of a First Nation Education Law Making Protocol, which will provide for the following matters:

a) procedures for the passage and amendment of First Nation Education Laws;
b) challenging the validity of First Nation Education Laws;
c) the amendment of the First Nation Education Law Making Protocol;
d) conflict of interest rules; and
e) other matters, as determined by the Participating First Nation.

2.12 The First Nation Education Law Making Protocol, as approved in accordance with the Ratification Chapter, comes into force on the Effective Date.

**Education Law Making Powers**

2.13 The Participating First Nation may, through its First Nation Council, and in accordance with the First Nation Education Law Making Protocol, make and administer laws, applicable on First Nations Land in relation to Education provided by the Participating First Nation.

2.14 A First Nation Education Law must include mechanisms through which Non-Members, who receive Education or have their children receive Education provided by the Participating First Nation, will have input into the decisions contemplated in paragraph 2.5.

2.15 The Jurisdiction described in paragraph 2.13 includes the power to make laws and to do other things as may be necessarily incidental to the exercise of that Jurisdiction.

**Delegation**
2.16 The Participating First Nation may delegate its Jurisdiction, or part thereof, to the First Nation Education Authority in a manner consistent with this Agreement and its First Nation Law-Making Protocol.

2.17 The Participating First Nation may delegate its duties and functions under this Agreement, other than its law making powers, to a legal entity in British Columbia if the delegation and the exercise of the delegated duties and functions is in accordance with this Agreement and the First Nation Education Law Making Protocol.

2.18 Any delegation under paragraphs 2.16 or paragraph 2.17 will require the written consent of the delegate.

2.19 The Participating First Nation may enter into agreements to receive authorities with respect to Education, including law-making authority, by delegation.

PART III - COMMUNITY EDUCATION AUTHORITY

3.1 Without limiting the generality of paragraph 2.13, the Participating First Nation may make laws establishing a Community Education Authority to operate, administer and manage the Education system for the Participating First Nation and setting out the powers, duties, composition and membership of the Community Education Authority.

3.2 Nothing in paragraph 3.1 precludes the Participating First Nation from establishing a Community Education Authority jointly with one or more other First Nations that have appointed directors to the First Nation Education Authority.

3.3 Subject to paragraph 2.17, nothing in this Agreement precludes a Community Education Authority from exercising powers and duties delegated from other First Nations that have appointed directors to the First Nation Education Authority.

3.4 Where the Participating First Nation establishes a Community Education Authority under paragraph 3.1, the Community Education Authority will have the capacity, rights, powers, and privileges of a natural person conferred on it by the First Nation Education Law and will perform the duties and be subject to the liabilities imposed on it by the First Nation Education Law.

3.5 A Community Education Authority established under paragraph 3.1 exercises its duties and functions as an agent of the Participating First Nation.

PART IV – FIRST NATION EDUCATION AUTHORITY

4.1 The First Nation Education Authority is an entity constituted by Federal Enabling Legislation managed by a board of directors and having all necessary powers and capacity to properly perform its functions under this Agreement.
4.2 On the Effective Date, the Participating First Nation will appoint two directors to sit on the board of directors of the First Nation Education Authority for an initial term of up to two years, and thereafter for terms of appointment to be established by the board of directors.

4.3 One of the directors appointed by the Participating First Nation to the board of directors under paragraph 4.2 will be a member of the First Nation Council.

4.4 Subject to paragraph 4.6, the responsibilities of the First Nation Education Authority are to:

a) assist the Participating First Nation in developing the capacity to provide Education;

b) establish standards applicable to Education provided by the Participating First Nation for curriculum and examinations for courses necessary to meet graduation requirements;

c) provide a Teacher Certification Process for teachers, other than teachers teaching the language and culture of the Participating First Nation, who teach in the Education system operated by the Participating First Nation;

d) if requested by the Participating First Nation, provide a Teacher Certification Process for teachers who teach the language and culture of the Participating First Nation in the Education system operated by the Participating First Nation;

e) provide for certification of schools operated by the Participating First Nation;

f) consult with British Columbia regarding standards applicable to Education provided by the Participating First Nation for curriculum and examination for courses necessary to meet graduation requirements; and

g) other matters as agreed by the First Nation Education Authority and the Participating First Nation.

4.5 The power of the Participating First Nation under paragraph 2.13 to make laws in relation to:

a) standards for curriculum and examinations for courses necessary to meet graduation requirements provided by the Participating First Nation on First Nation Land;

b) certification of teachers, other than teachers teaching the language and culture of the Participating First Nation, who teach in the Education system operated by the Participating First Nation; and

c) certification of schools operated by the Participating First Nation;
can only be exercised following the signing of an Education Co-management Agreement and in a manner consistent with that Agreement.

4.6 The Education Co-management Agreement entered into between the First Nation Education Authority and the Participating First Nation will provide for:

a) the establishment of standards for curriculum and examinations by the First Nation Education Authority applicable to the courses necessary to meet graduation requirements provided by the Participating First Nation on First Nation Land;

b) the certification of teachers, other than teachers who teach the language and culture of the Participating First Nation, teaching in the Education system operated by the Participating First Nation by the First Nation Education Authority;

c) the certification of schools operated by the Participating First Nation by the First Nation Education Authority;

d) the incorporation by reference in the First Nation Education Law of the process, standards and requirements regarding the subject matters referred to in subparagraphs (a) through (c) that have been developed by the First Nation Education Authority; and

e) other matters as agreed by the First Nation Education Authority and the Participating First Nation.

PART V – REGISTRY, ENFORCEMENT AND ADJUDICATION

Registry of First Nation Education Laws

5.1 The First Nation Council will:

a) maintain a public registry of First Nation Education Laws in the English language and, at the discretion of First Nation Council, in the First Nation language, the English version of which will be definitive; and

b) provide Canada and British Columbia with copies of First Nation Education Laws as soon as practicable after they are enacted.

Appeal and Review of Administrative Decisions

5.2 The Participating First Nation will establish processes for appeal or review of administrative decisions taken by the First Nation Council or the Community Education Authority and if those processes provide for a right of appeal to a court, the Supreme Court of British Columbia will have jurisdiction to hear those appeals.
5.3 In addition to any right of appeal or review referred to in paragraph 5.2, the Supreme Court of British Columbia will have jurisdiction to hear applications for judicial review in relation to any exercise, refusal to exercise or purported exercise of a statutory power of decision by the First Nation Council, the Community Education Authority, or the First Nation Education Authority where they are exercising a statutory power of decision on behalf of the Participating First Nation.

5.4 The *Judicial Review Procedure Act* (British Columbia) applies to an application for judicial review under paragraph 5.3 and, for the purpose of applying that Act, an "enactment" will mean a "First Nation Education Law."

**Other Matters**

5.5 The First Nation Council may provide for the imposition of penalties, including fines, restitution, and imprisonment for the violation of First Nation Education Laws, within the limits set out for summary conviction offences in the *Criminal Code*.

5.6 The First Nation Council may adopt federal or provincial laws in respect of matters within the Jurisdiction of the Participating First Nation set out in this Agreement.

**Enforcement of First Nation Education Laws**

5.7 First Nation Education Laws made in accordance with paragraph 2.13 may provide for the appointment of enforcement officials to enforce First Nation Education Laws and establish powers of enforcement comparable to those provided by federal or provincial laws for officers enforcing similar laws.

5.8 First Nation Jurisdiction does not include:
   a) the authority to establish a police force; or
   b) the power to authorize the carriage or use of firearms by enforcement officials.

5.9 If the First Nation Council appoints officials to enforce its First Nation Education Laws, that First Nation Council will:
   a) ensure that any enforcement officials are appropriately trained to carry out their duties having regard to training requirements for other enforcement officers carrying out similar duties in British Columbia; and
   b) establish procedures for responding to complaints against enforcement officials.

5.10 Notwithstanding the general rule of priority set out in paragraph 6.2, federal or
provincial law prevails to the extent of a conflict with a First Nation Education Law with respect to matters set out in paragraph 5.7.

**Adjudication of First Nation Education Laws**

5.11 The Provincial Court of British Columbia has jurisdiction with respect to violations of First Nation Education Laws.

5.12 The summary conviction procedures of Part xxvii of the *Criminal Code* apply to prosecutions of offences under First Nation Education Laws.

5.13 The Supreme Court of British Columbia has jurisdiction to hear legal disputes arising between individuals under a First Nation Education Law.

5.14 For the purpose of prosecuting offences, the Participating First Nation may:
   a) retain its own prosecutor;
   b) enter into an agreement with Canada to arrange for a federal agent to prosecute these offences; or
   c) enter into an agreement with Canada and British Columbia to arrange for a provincial prosecutor.

**PART VI – APPLICATION OF LAW**

**Relationship of Laws**

6.1 Federal laws will continue to apply concurrently with First Nation Education Laws made pursuant to this Agreement.

6.2 In the event of a conflict between a First Nation Education Law under paragraph 2.13 and a federal or provincial Law, the First Nation Education Law prevails on First Nation Lands to the extent of a conflict.

6.3 Notwithstanding the general rule of priority set out in paragraph 6.2, federal law will prevail over a First Nation Education Law that has a double aspect, or an incidental impact, on any area of federal legislative jurisdiction for which the Participating First Nation does not have law-making authority under this Agreement.

6.4 Notwithstanding the general rule of priority set out in paragraph 6.2, in the event of a conflict between a federal law in relation to peace, order and good government and other matters of overriding national importance and a First Nation Education Law, the federal law will prevail to the extent of the conflict.

6.5 For greater certainty, the power described in paragraph 2.13 does not include the power to make laws in relation to criminal law, labour relations and working
conditions that would fall under federal jurisdiction, and protection of health and safety of Canadians.

6.6 First Nation Education Laws do not apply to Canada.

6.7 Any First Nation Education Law that is inconsistent with this Agreement will be of no force or effect to the extent of the inconsistency.

6.8 This Agreement prevails to the extent of an inconsistency with the First Nation Education Law Making Protocol.

Application of Federal Laws

6.9 This Agreement prevails to the extent of any conflict with a federal law.

6.10 The Federal Enabling Legislation prevails over other federal laws to the extent of any conflict.

Charter of Rights and Freedoms

6.11 The Canadian Charter of Rights and Freedoms applies to the Participating First Nation and any body exercising its Jurisdiction and authority over Education pursuant to this Agreement.

Application of Canadian Human Rights Act

6.12 Nothing in this Agreement limits the operation of the Canadian Human Rights Act.

Application of the Indian Act

6.13 Sections 114 to 122 of the Indian Act will no longer apply to the Participating First Nation after it has passed a First Nation Education Law.

PART VII – FINANCIAL ARRANGEMENTS

Financial Transfer

7.1 Prior to signing of this Agreement, Canada will negotiate and attempt to reach agreement with the Participating First Nation to support one-time transition activities related to:

   a) development of First Nation Education Laws, based on the template laws developed by the First Nation Education Authority or other appropriate legislative models;

   b) establishing a Community Education Authority;
c) systems transition; and

d) other matters agreed to by Canada and the Participating First Nation.

7.2 Canada will provide agreed upon one-time transition funding for the transition activities set out in paragraph 7.1 to the Participating First Nation as soon as practicable following ratification of this Agreement by the Participating First Nation.

7.3 Every five years, or other time periods as may be agreed to, the Parties will negotiate and attempt to reach agreement on an Education Jurisdiction Funding Agreement.

7.4 In negotiating an Education Jurisdiction Funding Agreement, the Parties will take into account the following:

a) existing levels of federal and provincial Education funding provided to the Participating First Nation;

b) other funding provided by Canada to First Nations schools or by British Columbia to public schools or independent schools;

c) the funding formula for band operated schools, as amended from time to time;

d) prevailing federal and provincial policies;

e) desirability of reasonably stable, predictable and flexible funding;

f) efficiency and effectiveness in providing agreed-upon Education programs and services;

g) the cost of operating the Participating First Nation’s school;

h) the governance costs associated with the operation of a Community Education Authority;

i) participation of the Participating First Nation in the School Certification Process;

j) adjustments to funding; and

k) other matters agreed to by Canada and the Participating First Nation.

7.5 In negotiating the first Education Jurisdiction Funding Agreement which will come into effect on the Effective Date, the Parties will also take into account the following:

a) start up costs of operating a Community Education Authority; and
7.6 In negotiating the Education Jurisdiction Funding Agreement, the Parties will set out procedures for:

a) the transfer of funds;

b) the development of information systems.

c) the collection and exchange of information, including statistical information, required for the administration of the Education Jurisdiction Funding Agreement;

d) dispute resolution in relation to the Education Jurisdiction Funding Agreement;

e) accountability requirements, including those respecting reporting and auditing;

f) the process for negotiating subsequent Education Jurisdiction Funding Agreements; and

g) other matters as agreed to by the Parties.

Appropriation

7.7 The financial provisions of this Agreement applicable to Canada are subject to the appropriation of funds by the Parliament of Canada.

7.8 The exercise of the Participating First Nation’s Jurisdiction over Education does not create or imply any funding obligation for either Party.

PART VIII – IMPLEMENTATION

Implementation Plan

8.1 The implementation plan for this Agreement will take effect on the Effective Date and has a term of 10 years.

8.2 The implementation plan for this Agreement will:

a) identify the obligations in this Agreement, the activities to be undertaken to fulfill these obligations, the responsible party or parties, and the timeframe for completion of these activities;

b) specify how the implementation plan may be amended;

c) specify how the implementation plan may be renewed or extended; and
d) address other matters agreed to by the Parties.

8.3 The implementation plan for this Agreement:
   a) will be appended to this Agreement as Schedule A, but will not form part of
      this Agreement;
   b) is not to be used to interpret this Agreement;
   c) does not create legal obligations; and
   d) does not alter any rights or obligations set out in this Agreement

Senior Officials

8.4 On the Effective Date, the Parties will each designate a senior official to monitor
   the implementation of this Agreement.

8.5 The senior officials designated under paragraph 8.4 will:
   a) discuss the implementation of this Agreement;
   b) carry out a review of the implementation plan of this Agreement; and
   c) prior to the expiry of the implementation plan, advise the Parties on the
      further implementation of this Agreement, including a recommendation as to
      whether the implementation plan should be amended, renewed or extended.

Implementation Working Committee

8.6 If a regional or province-wide implementation working committee is established,
   the Participating First Nation may designate an individual to participate and
   represent them in that forum.

PART IX – DISPUTE RESOLUTION

Informal Discussion

9.1 In the event of a dispute between the Parties arising out of or relating to this
   Agreement, the Parties agree to meet, negotiate in good faith and attempt to
   resolve the dispute amicably.

Designation of Senior Official

9.2 If a dispute arises under this Agreement which cannot be resolved by the
   persons directly involved within thirty (30) Business Days, either Party may
   invoke this dispute resolution procedure by giving written notice to the other Party
   designating a senior official with appropriate authority to be its representative in
negotiations relating to the dispute.

9.3 Upon receipt of the notice referred to in paragraph 9.2, the other Party will, within five Business Days, designate a senior official with similar authority to be its representative.

9.4 Within ten (10) Business Days of the designation of senior officials by both Parties the designated officials will enter into direct, good faith negotiations concerning the dispute.

9.5 If within thirty (30) Business Days after the first meeting between the senior officials, the Parties have failed to resolve the dispute or agreed to extend the time for senior officials to resolve the dispute, then the Parties agree to use a mediator, in accordance with paragraph 9.6, to assist in resolving the dispute.

Mediation

9.6 Where a mediator is required to assist in resolving the dispute, the following rules will apply:

a) the Parties will jointly select a mediator. If the Parties are unable to agree upon the choice of a mediator, then a mediator will be chosen, upon application by the Parties, by the British Columbia Arbitration and Mediation Institute;

b) the Parties agree to participate in good faith in the mediation process and to meet with the mediator as soon as possible; and

c) each Party will bear the costs of its own participation and representation in the mediation and will pay equally all other costs of mediating the dispute, including the remuneration of the mediator.

Arbitration

9.7 If the Parties are unable to resolve the dispute within sixty (60) Business Days of the first meeting with the mediator or within such time as the Parties may agree in writing, the Parties may agree in writing to submit the dispute to arbitration, in accordance with paragraph 9.8.

9.8 Where the Parties agree to submit the dispute to arbitration, the following rules will apply:

a) the dispute will be resolved by a single arbitrator if the Parties agree on one and, otherwise, by three arbitrators, one to be appointed by each Party and a third to be chosen by the first two named;

b) the Parties may agree on the procedure to be followed in the arbitration. If they cannot agree on this procedure within fifteen (15) Business Days of the
appointment of an arbitrator or arbitrators, the procedure will be determined by the arbitrator or arbitrators;

c) the arbitrator or arbitrators will issue a written decision within thirty (30) Business Days of the completion of the arbitration process and will provide copies of the written decision to each Party; and

d) unless otherwise agreed or otherwise ordered in the arbitration decision, the costs of the arbitration will be shared equally by the Parties.

Judicial Proceedings

9.9 The Parties agree not to commence litigation in respect of a dispute under this Agreement until the completion of the mediation process in accordance with paragraph 9.6.

9.10 In the event that the Parties have agreed to arbitration, no Party may commence litigation in respect of a dispute under this Agreement until receipt of the arbitration decision.

9.11 Where litigation in respect of a dispute under this Agreement is to be commenced by a Party, the Party will give twenty (20) Business Days written notice to the other Party of their intent to commence litigation, unless to do so would result in the loss of a right to commence litigation due to the expiration of a limitation period.

PART X – RATIFICATION

Participating First Nation

10.1 Prior to the ratification vote being conducted in accordance with paragraph 10.2, the Participating First Nation will take reasonable steps to inform its Members of:

a) their right to participate in the approval process and the manner in which that right can be exercised;

b) the content of the First Nation Education Law Making Protocol; and

c) the content of this Agreement.

10.2 Ratification of this Agreement and the First Nation Education Law Making Protocol by the Participating First Nation requires:

a) the conduct of a vote, by way of secret ballot, on a day or days to be determined by resolution of the First Nation Council, indicating that at least fifty (50%) percent plus one (1) of Members, of an age determined by the Participating First Nation, who cast a ballot have voted in favour of entering into this Agreement, and have voted to adopt the First Nation Education Law
Making Protocol.

b) that this Agreement and the First Nation Law Making Protocol be signed by an authorized representative of the Participating First Nation.

10.3 The Participating First Nation may, by resolution of the First Nation Council, increase the minimum percentage required for approval otherwise required under paragraph 10.2 (a).

Canada

10.4 Ratification of this Agreement by Canada requires that:
   a) this Agreement be signed by a Minister, authorized by the Federal Cabinet; and
   b) the Federal Cabinet pass an Order in Council adding the Participating First Nation to a Schedule of the Federal Enabling Legislation.

10.5 Canada will undertake the process set out in paragraph 10.4 following the ratification by the Participating First Nation in accordance with paragraph 10.2.

Costs of Ratification

10.6 For the purpose of offsetting its costs of establishing and conducting a ratification process for community approval of this Agreement, Canada will provide the Participating First Nation a one-time payment to offset its costs in carrying out its ratification process.

PART XI – GENERAL PROVISIONS

Nature of Agreement

11.1 This Agreement is not a treaty or a land claims agreement within the meaning of sections 25 and 35 of the Constitution Act, 1982.

11.2 This Agreement does not, of its own force and effect, recognize, affirm or deny any aboriginal or treaty rights of the Participating First Nation, nor does it abrogate or derogate from the recognition and affirmation of the existing rights in section 35 of the Constitution Act, 1982.

11.3 Nothing in this Agreement will be construed so as to affect in any manner the Constitution of Canada.

11.4 Nothing in this Agreement restricts the Participating First Nation from entering into other agreements with Canada or other parties with respect to any matter, including those matters covered in this Agreement.
Education Jurisdiction Agreement is Binding

11.5 This Agreement is binding on the Parties from the Effective Date.

11.6 This Agreement is binding on, and can be relied on by, all persons from the Effective Date.

Access to Other Programs

11.7 Members of Participating First Nations who are Canadian citizens or permanent residents of Canada continue to be entitled to all the rights and benefits of other Canadian citizens or permanent residents of Canada, applicable to them from time to time.

11.8 Subject to paragraph 11.9, nothing in this Agreement will affect the ability of the Participating First Nation, or its Members, to participate in, or benefit from, programs established by Canada for Indians, Bands or aboriginal people, in accordance with criteria established for those programs from time to time.

11.9 Members of the Participating First Nation will be eligible to participate in educational programs or services established by Canada or British Columbia and to receive services from Canada or British Columbia, in accordance with criteria established for those programs and services from time to time, to the extent that the Participating First Nation has not assumed responsibility for those educational programs and services under an Education Jurisdiction Funding Agreement or other funding agreement.

Liability

11.10 The Participating First Nation will from time to time and at all times be indemnified and saved harmless from and against claims, liabilities and demands arising directly or indirectly from the acts or omissions of Canada, its officers, employees and agents in the exercise of their powers, duties and functions with respect to this Agreement.

11.11 Canada will from time to time and at all times be indemnified and saved harmless from and against claims, liabilities and demands arising directly or indirectly from the acts or omissions of the Participating First Nation, the Community Education Authority, and their officers, employees and agents in the exercise of their powers, duties and functions with respect to this Agreement.

Amendment

11.12 This Agreement may be amended where consent in writing of each Party is obtained. Canada’s consent to any amendment may require an Order in Council. The Participating First Nation’s consent to any amendment will require a
11.13 An amendment to this Agreement takes effect on a date agreed to by the Parties to the amendment, but if no date is agreed to, on the date that the last Party required to consent to the amendment gives its consent.

11.14 If federal legislation is required to give effect to an amendment to this Agreement, Canada will take all reasonable steps to enact the legislation.

**Access to Information and Protection of Privacy**

11.15 A Participating First Nation may enter into agreements with Canada in respect of any one or more of the collection, protection, retention, use, disclosure, and confidentiality of personal, general or other information necessary for the Participating First Nation to exercise its Jurisdiction under this Agreement consistent with applicable federal laws, including federal access to information and privacy legislation.

11.16 For the purposes of federal access to information and privacy legislation, information that any Participating First Nation provides to Canada in confidence is deemed to be information received or obtained in confidence from another government.

11.17 Canada may provide information necessary for the exercise of the Jurisdiction under this Agreement to a Participating First Nation in confidence if that Participating First Nation has entered into an agreement with Canada under which the confidentiality of the information will be protected.

11.18 Notwithstanding any other provision of this Agreement:
   a) Canada is not required to disclose any information that it is required to withhold under any federal law, including sections 37 to 39 of the Canada Evidence Act;
   
   b) if federal legislation allows the disclosure of certain information only if specified conditions for disclosure are satisfied, Canada is not required to disclose that information unless those conditions are satisfied; and
   
   c) the Parties are not required to disclose any information that may be withheld under privilege at law.

**International Legal Obligations**

11.19 The Participating First Nation agrees to exercise the powers set out in this Agreement in a manner consistent with the international obligations binding on Canada under international law, including those obligations that are in force
Entire Agreement

11.20 This Agreement is the entire agreement among the Parties in respect of the subject matter of this Agreement and, except as set out in this Agreement, there is no representation, warranty, collateral agreement, condition, right, or obligation affecting this Agreement.

No Implied Waiver

11.21 A provision of this Agreement, or the performance by a Party of an obligation under this Agreement, may not be waived unless the waiver is in writing and signed by the Party or Parties giving the waiver.

11.22 No written waiver of a provision of this Agreement, of performance by a Party of an obligation under this Agreement, or of default by a Party of an obligation under this Agreement, will be a waiver of any other provision, obligation, or subsequent default.

Interpretation

11.23 In this Agreement:

a) unless it is otherwise clear from the context, a reference to a "Part" or "paragraph" means a Part or paragraph of this Agreement;

b) headings and sub-headings are for convenience only, do not form a part of this Agreement and in no way define, limit, alter or enlarge the scope or meaning of any provision of this Agreement;

c) unless otherwise provided, a reference to a statute includes every amendment to it, every regulation made under it and amendment made to such regulation, and any successor legislation; and

d) unless it is otherwise clear from the context, the use of the singular includes the plural and the use of the plural includes the singular.

Computation of Time

11.24 Sections 26 to 28 of the Interpretation Act (Canada) apply to the computation of time for the purposes of this Agreement.

Execution of Document

11.25 Each Party will, at the request of and at no cost to the other Party, execute and deliver to the requesting Party any instrument or document or will do anything that may reasonably be required to carry out its obligations under this
Agreement, or to complete any transaction contemplated by this Agreement.

Severability

11.26 Unless otherwise determined by a court of competent jurisdiction, if any provision contained in this Agreement is rendered invalid, illegal or unenforceable by a court of competent jurisdiction in any respect:

a) the Parties will make best efforts to remedy or amend the provision; and

b) the validity, legality or enforceability of the remaining provisions will not in any way be considered by the Parties to be affected or impaired.

Notices And Communications

11.27 Where in this Agreement any notice or other communication is required to be given or made by either Party, it will be in writing and will be effective if by hand, transmitted by facsimile transmission or sent by registered mail to the addresses set out below. The address of either Party may be changed by notice in the manner set out in this paragraph.

CANADA:

Minister
Indian Affairs and Northern Development
10 Wellington Street
OTTAWA ONTARIO K1A 0H4
Fax: (819) 953-4941

PARTICIPATING FIRST NATION:
[to be inserted]
Fax: (xxx) xxx-xxxx

11.28 A notice or communication will be considered to have been received:

a) if delivered by hand during business hours on a Business Day, upon receipt by a responsible representative of the receiver or, if not delivered during business hours, upon the commencement of business on the next Business Day;

b) if sent by facsimile transmission during business hours on a Business Day, upon the sender receiving confirmation of the transmission or, if not transmitted during business hours, upon the commencement of business on the next Business Day; or

c) if mailed by registered post in Canada, five (5) Business Days after posting,
except that, in the case of a disruption or an impending or threatened disruption in postal services, every notice or communication will be delivered by hand or sent by facsimile transmission.
THIS AGREEMENT HAS BEEN EXECUTED as of the day and year first above written.

EXECUTED in the presence of: 

HS MAJESTY THE QUEEN IN RIGHT OF CANADA as represented by the Minister of Indian Affairs and Northern Development or duly authorized signatory

As to the authorized signatory for the Minister of Indian Affairs and Northern Development

EXECUTED in the presence of: 

Participating First Nation as represented by its Chief and Council or duly authorized signatory

As to the signature of 

Per: duly authorized signatory
Canada-First Nation Education Jurisdiction Funding Agreement

Made this ______ day of __________________, 200__

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA
as represented by the Minister of Indian Affairs and Northern Development
(hereinafter referred to as "Canada")

AND

THE “X” FIRST NATION
as represented by its Chief and Council
(hereinafter referred to as "the Participating First Nation")

Collectively referred to hereinafter as "the Parties"

WHEREAS:

The Canada - First Nation Education Jurisdiction Agreement provides that the Parties will negotiate a Education Jurisdiction Funding Arrangement;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

PART I - DEFINITIONS

1.1 In this Agreement:
“Agreement” means this Education Jurisdiction Funding Agreement and all its Schedules and Appendices;

“Canada - First Nation Education Jurisdiction Agreement” means the agreement entered into between Canada and the Participating First Nation dated ________________, as amended from time to time;

“Community Education Authority” means a legally constituted entity established by the Participating First Nation to operate its Education system;

“Education” means education programs and services of a nature generally provided to students enrolled in kindergarten to grade 12;

“Effective Date” means the date on which this Agreement comes into effect;

“Education Programs and Services” means the programs and services for which Canada has agreed to contribute funding as set out in Schedule A to this Agreement;

“Federal Funding” means payments made by Canada to the Participating First Nation under this Agreement to support the delivery of Education Programs and Services;

“First Nation Education Law” means a law passed by the Participating First Nation with respect to the operation of its Education system in accordance with the Canada-First Nation Education Jurisdiction Agreement;

“Fiscal Year” means a period that begins on April 1st in one year and ends on March 31st in the following year;

“Generally Accepted Accounting Principles” means the accounting principles generally accepted in Canada and published by the Canadian Institute of Chartered Accountants (CICA) or its successors, and includes revisions to these principles from time to time;

“Implementation Working Committee” means the committee established under the Canada-First Nations Education Jurisdiction Agreement;

“Indian” means a person who, pursuant to the Indian Act, is registered as an Indian or is entitled to be registered as an Indian;

“Indian Family” means married persons living together or persons living together in a marriage-like relationship, with Indian or non-Indian children, where one of those
persons is an Indian;

“Initial Fiscal Year” means the period commencing on the Effective Date and ending the following March 31st;

“Parties” means the signatories to this Agreement; and

“Subsequent Fiscal Years” means the Fiscal Years following the Initial Fiscal Year.

**PART II - TERM**

2.1 This Agreement will commence on the Effective Date, and will end on March 31st of the Fiscal Year in which the Xth anniversary of the Education Jurisdiction Funding Agreement occurs.

**PART III - FIRST NATION’S RESPONSIBILITIES**

3.1 The Participating First Nation is responsible for ensuring, either directly or indirectly, the provision of the Education Programs and Services set out in Schedule A of this Agreement.

3.2 Education Programs and Services provided by the Participating First Nation or any agent or contractor shall be delivered in compliance with Participating First Nation Education Laws and any applicable federal or provincial law.

3.3 The Participating First Nation is responsible for ensuring that the delivery of Education within its school system meets the standards that will ensure the ability of students to move freely between its Education system and the public school system.

3.4 The Participating First Nation is responsible for maintaining in good order all Education facilities and equipment and for the replacement of the equipment for the Education Programs and Services.

3.5 The Participating First Nation is entitled to retain any unexpended Federal Funding. The Participating First Nation is responsible for any expenditure in excess of the funding provided to it under this Agreement.

**PART IV – FEDERAL FUNDING**

4.1 Subject to the terms of this Agreement, Canada shall make payments to the
Participating First Nation as follows:

a) subject to 4.1(b), the transfer payments will equal the Federal Funding amount set out in Schedule B for Education Programs and Services;

b) if the Effective Date is not April 1 of the Initial Fiscal Year, then the Federal Funding amount in section 4.1(a) will be adjusted in accordance with Schedule B to this Agreement; and

c) for each Subsequent Fiscal Year, the payment will equal the Federal Funding amount set out in Schedule B for the Fiscal Year for Education Programs and Services.

4.2 The transfer payments to the Participating First Nation referred to in section 4.1 will be made by Canada in the following manner:

a) for the Initial Fiscal Year, in respect of Education Programs and Services listed in Schedule A to this Agreement, within 10 working days of the Effective Date in accordance with section 4.2(b);

b) Note: Cash flow to be inserted here

PART V: GENERAL PROVISIONS

Exceptional Circumstances

5.1 In any situation where the Parties agree that exceptional circumstances arise which create financial pressures that would significantly impair the ability of the Participating First Nation to meet its obligations set out in this Agreement, the Parties will, at the request of the Participating First Nation:

a) meet as soon as possible to review the exceptional circumstances and the impact on ability of the Participating First Nation to meet its obligations;

b) review potential funding sources or other assistance available to the Participating First Nation to meet its obligations; and

c) decide what steps, if any, may be required by the Parties to address the impact of exceptional circumstances on the ability of the Participating First Nation to meet its obligations.

5.2 For further clarification, section 5.1 is intended to address exceptional
circumstances that were not reasonably foreseeable at the time this Agreement was entered into and which have a significant impact on Participating First Nation’s ability to perform its obligations under this Agreement.

**Accountability**

5.3 The Participating First Nation will be accountable for the delivery of Education Programs and Services in accordance with the system of financial administration required under First Nation Education Laws and federal or provincial laws.

5.4 The Participating First Nation will provide program reports to Canada in accordance with the procedures set out in Schedule C to this Agreement.

5.5 Where the Participating First Nation engages an agent or authorizes a contractor to deliver Education Programs and Services on its behalf, the Participating First Nation will remain liable to Canada for performing its obligations under this Agreement.

5.6 All accounts and financial statements required to be prepared under this Agreement will be maintained and prepared in accordance with Generally Accepted Accounting Principles.

5.7 The Participating First Nation will:

a) within one hundred and twenty (120) days following the end of each Fiscal Year provide Canada with consolidated audited financial statements for the Fiscal Year prepared to a comparable standard to that generally accepted for governments in Canada; and

b) where the Participating First Nation transfers funds to an agent or contractor under section 5.5 to deliver Education Programs and Services, the Participating First Nation will ensure that adequate procedures are in place with that agent or contractor to establish program and financial accountability for those funds, including the provision of a financial audit, as appropriate.

**Information Exchange**

5.8 The Parties will share at no cost to each other and in a timely manner, information that is reasonably required from time to time for purposes of implementation, monitoring, and renewal of this Agreement. The sharing of this
information is in addition to the reporting obligations set out in the Schedule A to this Agreement.

5.9 At the written request of Canada, the Participating First Nation will provide copies of any reports prepared by the Participating First Nation, or its agent or contractor, in relation to the delivery of Education Programs and Services and the achievements made by students receiving Education Programs and Services.

5.10 The Parties will collect, share and disclose information on Education Programs and Services under this Agreement in a manner that:
   a) ensures the confidentiality of that information to the same extent as applies generally to other governments exchanging similar types of information in Canada; and
   b) is in accordance with all other applicable federal or provincial law pertaining to the safeguarding of information of individuals.

Subsequent Education Jurisdiction Funding Agreement

5.11 Not later than eighteen (18) months prior to the end of term of this Agreement, or earlier if the Parties agree, the Parties will meet and attempt to reach agreement, in accordance with the Canada-First Nations Education Jurisdiction Agreement, on a subsequent Education Jurisdiction Funding Agreement.

5.12 During the negotiations on the subsequent Education Jurisdiction Funding Agreement, the Participating First Nation will notify Canada of any additional Education programs or services that it wishes to have included in a subsequent Education Jurisdiction Funding Agreement.

5.13 If the Parties do not reach agreement on a subsequent Education Jurisdiction Funding Agreement, by the end of the original term of this Agreement:
   a) this Agreement shall continue in effect on the same terms and conditions for a period of twenty-four months after the end of the original term of this Agreement or until such time as the Parties reach agreement on a subsequent Education Jurisdiction Funding Agreement, whichever happens first; and
   b) Federal Funding provided by Canada during the period in section 5.13(a) will
be adjusted in accordance with adjustors for the Fiscal Year in which the Agreement originally expired.

Disputes Under The Agreement

5.14 In the event that a dispute arises between the Parties regarding the interpretation, implementation, or fulfillment of a provision of this Agreement, the Parties may choose to resolve the dispute in the manner set out below.

5.15 In the event a Party is of the opinion that a dispute exists between it and the other Party, that Party may invoke the dispute resolution process provided for in this Agreement by giving the other Party written notice setting out:

a) that the Party giving notice wishes to refer the dispute to the dispute resolution process provided for in this Agreement; and

b) a concise summary of the nature of the dispute.

5.16 Upon receiving the notice under section 5.15, the other Party will participate in informal discussions and attempt to resolve the dispute.

5.17 As a general principle, the Parties desire and expect that a dispute arising from this Agreement will be resolved by informal discussion between them.

5.18 Subject to section 5.19, where the Parties are unable to resolve the dispute through informal discussion within 45 days of the notice being sent under section 5.15, or a longer period if the Parties agree in writing, the Parties may refer the dispute for resolution in accordance with the dispute resolution provisions in the Canada-First Nation Education Jurisdiction Agreement and, for greater certainty, the dispute will be considered to be a dispute for the purposes of those provisions.

5.19 For greater certainty, disputes arising under this Agreement may not be referred to and finally resolved by arbitration under the Dispute Resolution provisions under the Canada First Nation Education Jurisdiction Agreement.

Default and Remedies

5.20 A Party will be in default of this Agreement in the event:

a) that a Party breaches any provisions of this Agreement or fails to fulfill any of
its obligations as set out in this Agreement; or

b) that a Party gives or makes a representation, statement or report, required under this Agreement, that it knows or reasonably ought to know, is false in any material way.

5.21 Where there is an alleged default of this Agreement, the Party alleging the default shall notify the other Party of the alleged default and the circumstances giving rise to the alleged default.

5.22 A Party that receives a notice of default under section 5.21 shall, within thirty (30) days of receipt of the notice, notify the other Party, of one of the following:

a) that it has remedied the default, including a description of the remedial action taken or being taken; or

b) that it disagrees that a default has occurred, in which case the issue shall be referred to the dispute resolution provisions set out in sections 5.14 through 5.19.

5.23 Where Canada has given notice of breach to the Participating First Nation and the process referred to in sections 5.22(b) has not been successful in resolving the dispute, Canada may, in addition to any other remedies available to it, hold back from the Federal Funding otherwise payable under this Agreement, such amount as Canada may determine corresponds to the default.

5.24 A Party that gives notice of a default under section 5.21 may at any time waive the default, in which case the default is waived for both Parties for all purposes.

Schedules to Agreement

5.25 The following Schedules are attached to and form part of this Agreement:

<table>
<thead>
<tr>
<th>Schedule</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Education Programs and Services</td>
</tr>
<tr>
<td>B</td>
<td>Cash Flow and Adjustment Procedures</td>
</tr>
<tr>
<td>C</td>
<td>Reporting Procedures</td>
</tr>
<tr>
<td>D</td>
<td>One-Time Implementation Activities</td>
</tr>
</tbody>
</table>
Amendment

5.26 Any amendment to this Agreement must be in writing and be executed by Canada and the Participating First Nation.

No Implied Waiver

5.27 No term or condition of this Agreement, or performance by a Party of a covenant under in this Agreement, will be deemed to have been waived unless the waiver is in writing and signed by the Party giving the waiver.

5.28 No written waiver of a term or condition of this Agreement, of performance by a Party of a covenant in this Agreement, or of default by a Party of a covenant under this Agreement, will be deemed to be a waiver of any other covenant, term or condition, or of any subsequent default.

Interpretation of Agreement

5.29 In this Agreement:
   a) unless it is otherwise clear from the context, “including” means “including, but not limited to”, and “includes” means “includes, but is not limited to”;
   b) headings and subheadings are for convenience only, do not form a part of this Agreement and in no way define, limit, alter or enlarge the scope or meaning of any provision of this Agreement;
   c) a reference to a statute includes every amendment to it, every regulation made under it and any law enacted in substitution for it or in replacement of it;
   d) a reference to an agreement that is included as a schedule to this Agreement includes every amendment to it and every agreement made in substitution for it or in replacement of it;
   e) unless it is otherwise clear from the context, a reference to a Schedule means a Schedule to this Agreement;
   f) unless it is otherwise clear from the context, the use of the singular includes the plural, and the use of the plural includes the singular; and
   g) all accounting terms have the meanings assigned to them under Generally
Accepted Accounting Principles.

Nature of Agreement

5.30 This Agreement is not a treaty or a land claim agreement, and does not recognize or affirm aboriginal or treaty rights, within the meaning of sections 25 and 35 of the Constitution Act, 1982.

Further Assurances

5.31 The Parties will execute any other documents and do any other things that may be necessary to carry out the intent of this Agreement.

Time of the Essence

5.32 Time is of the essence in this Agreement.

Severability

5.33 If any part of this Agreement is declared or held invalid for any reason, the invalidity of that part will not affect the validity of the remainder that will continue in full force and effect and be construed as if this Agreement had been executed without the invalid portion.

Enurement

5.34 This Agreement will enure to the benefit of and be binding upon the Parties and their respective permitted assigns.

No Assignment

5.35 Unless otherwise agreed by the Parties, this Agreement may not be assigned, either in whole or in part, by either Party to it.

Notices

5.36 Unless otherwise provided, a notice, document, request, approval, authorization, consent or other communication (each a “communication”) required or permitted to be given or made under this Agreement must be in writing and will be considered to have been given or made, and received if:
a) delivered personally or by courier, at the start of business on the next business day after the business day on which it was received by the addressee or a responsible representative of the addressee;

b) sent by facsimile transmission and if the sender receives confirmation of the transmission, at the start of business on the next business day on which it was transmitted;

c) mailed by prepaid registered post in Canada, when the postal receipt is acknowledged by the addressee; or

d) sent by e-mail and if the sender receives confirmation of the transmission, at the start of business on the next business day on which it was transmitted.

5.37 A communication must be delivered, transmitted to the facsimile number or mailed to the address of the intended recipient set out below:

For: Canada
Attention: Minister of Indian Affairs and Northern Development
House of Commons
Room 583, Confederation Building
OTTAWA, ONTARIO K1A 0A6
Fax Number: (819) 953-4941

For: Participating First Nation
Attention: title
Address
XXX, BRITISH COLUMBIA
Postal Code
Fax Number: ________________

5.38 A Party may change its address or facsimile number by giving a notice of the change to the other Party in the manner set out above.

THIS AGREEMENT HAS BEEN EXECUTED as of the day and year first above written.

EXECUTED in the presence of: HER MAJESTY THE QUEEN IN RIGHT OF CANADA as represented by the Minister of Indian
As to the authorized signatory for the Minister of Indian Affairs and Northern Development

EXECUTED in the presence of:

Per: duly authorized signatory

As to the signature of Participating First Nation as represented by its Chief and Council or duly authorized signatory

Per: duly authorized signatory
SCHEDULE A

EDUCATION PROGRAMS AND SERVICES

NOTE: THIS SCHEDULE IS SUBJECT TO NEGOTIATION AND COULD INCLUDE ALL OR SOME OF THE ITEMS LISTED, INCLUDING GOVERNANCE/INCREMENTAL IMPLEMENTATION COSTS ASSOCIATED WITH THE ACTIVITIES, DEPENDING ON THE CIRCUMSTANCES IN EACH PARTICIPATING FIRST NATION. IN ADDITION, SOME OF THE ITEMS ARE OR WILL BE INCLUDED IN THE FUNDING FORMULA FOR BAND OPERATED SCHOOLS, WHICH IS STILL UNDER DISCUSSION NATIONALLY. NEGOTIATIONS WILL ALSO INCLUDE THE DEFINITION OF ELIGIBILITY CRITERIA.

1. The Participating First Nation will make instructional services from kindergarten to grade 12 available to eligible students. For the purposes of this section, an eligible student means:
   a. an Indian student or a non-Indian student living in an Indian Family, who is ordinarily resident on First Nation Land, and who is enrolled in and attending a federal, provincial public or independent school that is recognized by the province as an elementary or secondary institution and is operated by a third party education service provider, or a school operated by the Participating First Nation; and
   b. a non-Indian student, ordinarily resident on First Nation Land, other than lands developed primarily for commercial purposes such as residential developments, who is enrolled to attend a school operated by the Participating First Nation on First Nation Land.

2. The Participating First Nation will ensure the provision of the following instructional support services to eligible students:
   a. ancillary services;
   b. accommodation;
   c. student allowances;
   d. guidance and counseling;
   e. comprehensive instructional support services;
f. transportation;
g. school operation and maintenance;
h. education minor capital;
i. employee benefits for those persons employed in the Education system operated by the Participating First Nation; and
j. aboriginal language and culture (currently targeted funding – will only be included if funding program authorities change in the future).

For the purposes of this section, an eligible student means:

a. an Indian student or a non-Indian student living in an Indian Family who is ordinarily resident on First Nation Land, and who is enrolled in and attending a federal, provincial public or independent school that is recognized by the province as an elementary or secondary institution and is operated by a third party education service provider, or a school operated by the Participating First Nation; and

b. a non-Indian student, ordinarily resident on First Nation Land other than lands developed primarily for commercial purposes such as residential developments, who is enrolled in and attending a federal, provincial public, or independent school that is recognized by the province as an elementary or secondary institution and is operated by a third party education service provider, or a school operated by the Participating First Nation.

Education Data Collection and Reporting

3. The Participating First Nation will ensure that data is collected, or provided to it by an agent or contractor delivering the Education Programs and Services, and that this data is provided to Canada in accordance with the reports and reporting dates as follows:

a. enrolment by grade/level (K-12), broken down by type of school (band operated/independent etc) and gender,

b. completion rate and number, by type of school and gender.
See Schedule C

Members Who Access Provincial Public Schools

4. Where the Participating First Nation has determined that Members wish to access kindergarten, elementary or secondary level education programs and services provided by a third party education service provider, the Participating First Nation must enter into a service contract with that service provider.

5. The third party education service provider must meet the requirements of the provincial School Act (British Columbia) or the Independent School Act (British Columbia), as amended from time to time.

6. The Participating First Nation will maintain the third party education service contract in good standing for the full term of the service contract.
SCHEDULE B

PART VII - CASH FLOW AND ADJUSTMENT PROCEDURES
PART VII – REPORTING PROCEDURES

X First Nation Education Jurisdiction Funding Agreement

Education Reporting for Fiscal 20XX

Paragraph ___ - enrollment and completion rates of Eligible Students receiving federally supported Education Programs and Services under paragraph ___, by gender of student and type of educational institution.

<table>
<thead>
<tr>
<th>EDUCATIONAL INSTITUTION</th>
<th>First Nation Operated School</th>
<th>Independent School</th>
<th>Provincial School (SDs)</th>
<th>Total</th>
<th>First Nation Operated School</th>
<th>Independent School</th>
<th>Provincial School (SD __)</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Female</td>
<td>Male</td>
<td>Female</td>
<td>Male</td>
<td>Female</td>
<td>Male</td>
<td>Female</td>
<td>Male</td>
</tr>
<tr>
<td>KINDERGARTEN</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>ELEMENTARY (Graded)</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>ELEMENTARY (Ungraded)</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>SECONDARY (Graded)</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>SECONDARY (Ungraded)</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>DOGWOOD</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>School Leaving Certificate</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>
## SCHEDULE C

### PART VII – REPORTING PROCEDURES

X First Nation Education Jurisdiction Funding Agreement  
Education Reporting for Fiscal 20XX

Paragraph ___ - enrollment and completion rates of Eligible Students receiving federally supported Education Programs and Services under paragraph ___, by gender of student and type of educational institution.

<table>
<thead>
<tr>
<th>EDUCATIONAL INSTITUTION</th>
<th>First Nation Operated School</th>
<th>Independent School</th>
<th>Provincial School (SDs)</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>First Nation Operated School</th>
<th>Independent School</th>
<th>Provincial School (SDs)</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* Eligible Students ordinarily resident on First Nation Land.

Notes:  
The completion rate is calculated as the number of persons who have started a program (denominator) compared to those who have completed a program (numerator).
PART VIII - ONE-TIME IMPLEMENTATION ACTIVITIES AND PROCEDURES

1. In negotiating one-time implementation activities and procedures, the Parties will take into account the following:
   a) start-up costs of the Community Education Authority, or Authorities
   b) systems transition; and
   c) other matters agreed to by the Parties.
## Exercise of Jurisdiction

<table>
<thead>
<tr>
<th>Education Agreement Paragraph Reference</th>
<th>Obligation/Activity</th>
<th>Responsible Parties</th>
<th>Timing</th>
<th>Related Provisions</th>
<th>IP/CP</th>
<th>Doc Req’d</th>
<th>Notes</th>
<th>Law making</th>
<th>Communication</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.3a</td>
<td>Provide Education, either directly or indirectly to Members, other Indians and Indian Families resident on First Nation Land;</td>
<td>PFN</td>
<td>ED</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>decide upon direct or indirect Education provision</td>
<td>PFN, Parents</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>provide Education to Members, other Indians and Indian Families</td>
<td>PFN/ BC</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.3b</td>
<td>Provide Education to Non-Indians who reside on First Nation Land, other than lands which are developed primarily for commercial purposes such as residential developments, if such non-Indians are enrolled to attend a school operated by the Participating First Nation</td>
<td>PFN</td>
<td>ED</td>
<td></td>
<td>IP</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>enroll to attend a school operated by the Participating First Nation</td>
<td>Parents</td>
<td>upon request</td>
<td></td>
<td>IP</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>provide direct Education to Non-Indians</td>
<td>PFN</td>
<td>after choice made to attend PFN school</td>
<td></td>
<td>IP</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Education Agreement Paragraph Reference</td>
<td>Obligation/Activity</td>
<td>Responsible Parties</td>
<td>Timing</td>
<td>Related Provisions</td>
<td>IP/CP</td>
<td>Doc Req'd</td>
<td>Notes</td>
<td>Law making</td>
<td>Communication</td>
</tr>
<tr>
<td>-----------------------------------------</td>
<td>---------------------</td>
<td>---------------------</td>
<td>--------</td>
<td>--------------------</td>
<td>-------</td>
<td>----------</td>
<td>-------</td>
<td>------------</td>
<td>--------------</td>
</tr>
<tr>
<td>2.4a</td>
<td>Subject to receiving funding in accordance with the reciprocal tuition funding provisions of the BC-FNESC Jurisdiction Agreement, provide Education to Members who do not reside on First Nation Lands</td>
<td>PFN, BC</td>
<td>ED</td>
<td>IP</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>enroll to attend a school operated by the Participating First Nation</td>
<td>Parents</td>
<td>commencement of school year or anytime thereafter</td>
<td>IP</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>provide funding to Participating First Nation to provide Education to non-resident Members</td>
<td>BC</td>
<td>after choice made to attend PFN school</td>
<td>IP</td>
<td></td>
<td></td>
<td>NN: link to BC FNESC Agreement</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>provide direct Education to non-resident Members</td>
<td>PFN</td>
<td></td>
<td>IP</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.4b</td>
<td>Subject to receiving funding in accordance with the reciprocal tuition funding provisions of the BC-FNESC Jurisdiction Agreement, provide Education to Non-Members who do not reside on FN</td>
<td>PFN, BC</td>
<td>ED</td>
<td>IP</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>enroll to attend a school operated by the Participating First Nation</td>
<td>Parents</td>
<td>commencement of school year or anytime thereafter</td>
<td>IP</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>provide funding to to Participating First Nation to provide Education to non-resident Non-Members</td>
<td>BC</td>
<td>after choice made to attend PFN school</td>
<td>IP</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>provide direct Education to non-resident Non-Members</td>
<td>PFN</td>
<td></td>
<td>IP</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.4c</td>
<td>Subject to receiving funding in accordance with the reciprocal tuition funding provisions of the BC-FNESC Jurisdiction Agreement, provide Education to Non-Indians who are not ordinarily resident on First Nation Lands within the meaning of paragraph 2.3(b) of the CFNEJA.</td>
<td>PFN, BC</td>
<td>ED</td>
<td>IP</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

CP: Closing Plan   IP: Implementation Plan   ED: Effective Date
<table>
<thead>
<tr>
<th>Education Agreement Paragraph Reference</th>
<th>Obligation/Activity</th>
<th>Responsible Parties</th>
<th>Timing</th>
<th>Related Provisions</th>
<th>IP/CP</th>
<th>Law making</th>
<th>Communication</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.5</td>
<td>Provide ability for Non-Members or their children who access PFN Education services to input into any decision that directly and significantly affects their rights</td>
<td>PFN</td>
<td>ED</td>
<td>2.14</td>
<td>IP</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>choose mechanism to provide non-member input</td>
<td>PFN</td>
<td>ED</td>
<td></td>
<td>IP/CP</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>review possible decisions for impacts on rights of Students or parents of Students who receive Education from a PFN</td>
<td>PFN</td>
<td>ED</td>
<td></td>
<td>IP</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>if planned decisions directly and significantly affects the Students or parents of Students who receive Education from a PFN provide a mechanism for their input</td>
<td>PFN</td>
<td>ED</td>
<td></td>
<td>IP</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.6</td>
<td>Provide or make provision for Education programs and services so as to allow the transfer of Students to an equivalent grade within the school system of the Province of BC</td>
<td>PFN</td>
<td>ED</td>
<td>4.4</td>
<td>IP/CP</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Education Agreement Paragraph Reference</td>
<td>Obligation/Activity</td>
<td>Responsible Parties</td>
<td>Timing</td>
<td>Related Provisions</td>
<td>IP/CP</td>
<td>Doc Req'd</td>
<td>Notes</td>
<td>Law making</td>
</tr>
<tr>
<td>-------------------------------------------</td>
<td>-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>---------------------</td>
<td>--------</td>
<td>-------------------</td>
<td>-------</td>
<td>-----------</td>
<td>----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>------------</td>
</tr>
<tr>
<td>2.8</td>
<td>develop and implement provisions with assistance from FNEA, for Education so as to allow the transfer of Students without academic penalty to an equivalent grade in another school within the school system of the Province of British Columbia</td>
<td>PFN, FNEA</td>
<td>ED</td>
<td></td>
<td>IP/CP</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.8</td>
<td>Exercise capacity, rights, powers and privileges to deal with matters of its legal status listed in Para 2.7 in accordance with 2.8 a-c</td>
<td>PFN</td>
<td>ED</td>
<td>2.7</td>
<td>IP/CP</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.9</td>
<td>exercise capacity, rights, powers and privileges to deal with matters of its legal status listed in Para 2.7 in accordance with: the First Nation Law-Making Protocol, the Canada-First Nation Education Jurisdiction Agreement and its First Nation Laws</td>
<td>PFN</td>
<td>ED</td>
<td></td>
<td>IP/CP</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.9</td>
<td>Act through the First Nation Council in exercising its capacity, rights, powers and privileges and in carrying out its duties, functions and obligations related to the subject matter of Education</td>
<td>PFN</td>
<td>ED</td>
<td>2.11</td>
<td>IP/CP</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.11</td>
<td>create the necessary framework for the Participating First Nation to exercise the capacity, rights, powers and privileges of the First Nation Council in carrying out its duties, functions and obligations related to the subject matter of Education</td>
<td>FNC</td>
<td>ED</td>
<td></td>
<td>IP/CP</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.11</td>
<td>Exercise the Jurisdiction contemplated by the Canada First Nation Education Jurisdiction Agreement following the adoption of a First Nation Law Making Protocol that provides for the matters listed in 2.11 a-e</td>
<td>FNC</td>
<td>ED</td>
<td></td>
<td>IP/CP</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.11</td>
<td>Develop a First Nation Law Making Protocol that provides for: procedures for the passage and amendment of First Nation Education Laws, mechanisms through which non-members may have input into the Education programs and services, amendment of the First Nation Education Law Making Protocol, conflict of interest rules and other matters determined by the PFN</td>
<td>FNC</td>
<td>Prior to the ED</td>
<td>2.5, 2.8</td>
<td>IP/CP</td>
<td></td>
<td>NN: Development of FNLMP could be done by FNEA or other First Nations</td>
<td></td>
</tr>
<tr>
<td>Education Agreement Paragraph Reference</td>
<td>Obligation/Activity</td>
<td>Responsible Parties</td>
<td>Timing</td>
<td>Related Provisions</td>
<td>IP/CP</td>
<td>Doc Req’d</td>
<td>Notes</td>
<td>Law Making</td>
</tr>
<tr>
<td>-----------------------------------------</td>
<td>--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>----------------------</td>
<td>--------------</td>
<td>------------------------------------------------------------------------------------</td>
<td>-------</td>
<td>----------</td>
<td>------------------------</td>
<td>------------</td>
</tr>
<tr>
<td>2.13</td>
<td>Approve the First Nation Education Law Making Protocol in accordance with the ratification provisions</td>
<td>FNC</td>
<td>Prior to the ED</td>
<td>2.12, ratification provisions Part X</td>
<td>CP</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.13</td>
<td>Make and administer laws in relation to Education provided by the Participating First Nation, applicable on First Nation Land in accordance with the First Nation Education Law Making Protocol, in relation to Education provided by the Participating First Nation</td>
<td>PFN/FNC</td>
<td></td>
<td>2.11, 2.14, 4.5, 4.6, 4.7</td>
<td>IP</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>follow First Nation Education Law Making Protocol</td>
<td>FNC</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>enter into an Education Co-management Agreement for laws listed under 4.5</td>
<td>PFN/FNEA</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>administer Laws</td>
<td>FNC</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.16</td>
<td>Ability to delegate its Jurisdiction to the First Nation Education Authority</td>
<td>PFN</td>
<td>ED</td>
<td>2.17</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Obtain written consent from the FNEA</td>
<td>PFN</td>
<td>prior to delgation</td>
<td>written Consent</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>If decided, enter into arrangements to delegate its Jurisdiction to the First Nation Education Authority in a manner consistent with the Canada First Nation Education Jurisdiction Agreement and the First Nation Law Making Protocol</td>
<td>PFN</td>
<td>ED</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.17</td>
<td>Ability to delegate its duties and functions under this agreement to a legal entity in BC in accordance with the Canada First Nation Education Jurisdiction Agreement and the First Nation Law Making Protocol</td>
<td>PFN</td>
<td>ED</td>
<td>2.18</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Obtain written consent from a legal entity in BC</td>
<td>PFN</td>
<td>prior to delgation</td>
<td>written Consent</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

CP: Closing Plan  IP: Implementation Plan  ED: Effective Date
<table>
<thead>
<tr>
<th>Education Agreement Paragraph Reference</th>
<th>Obligation/Activity</th>
<th>Responsible Parties</th>
<th>Timing</th>
<th>Related Provisions</th>
<th>IP/CP</th>
<th>Doc Req'd</th>
<th>Notes</th>
<th>Law making</th>
<th>Communication</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>If decided, enter into arrangements to delegate its duties and functions under this agreement to a legal entity in BC in accordance with the Canada First Nation Education Jurisdiction Agreement and the First Nation Law Making Protocol</td>
<td>PFN</td>
<td>ED</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.19</td>
<td>Ability to enter into agreements to receive authorities with respect to Education by delegation</td>
<td>PFN</td>
<td>ED</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Reach agreement with delegatee to receive authorities, including law-making authorities by delegation</td>
<td>PFN/Delegatee</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Community Education Authority</td>
<td></td>
<td>PFN</td>
<td>ED</td>
<td>3.2, 3.3, 3.4, 3.5</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Ability to make laws establishing a Community Education Authority</td>
<td>PFN</td>
<td>ED</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Follow the lawmaking process established under the First Nation Education Law Making Protocol to make Laws establishing a community Education Authority to operate, administer and manage the Education system for the PFN and setting out the powers, duties, composition and membership of the Community Education Authority</td>
<td>PFN</td>
<td>ED</td>
<td>2.9, 2.11</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>First Nations Education Authority</td>
<td></td>
<td>PFN</td>
<td>ED</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Appoint two directors to sit on the board of directors of the First Nation Education Authority for an initial term of 2 years</td>
<td>PFN</td>
<td>ED</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Select two directors, one of which is a member of the First Nation Council</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>4.3</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Establish the subsequent terms of appointment for the directors</td>
<td>board of directors</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Education Agreement Paragraph Reference</td>
<td>Obligation/Activity</td>
<td>Responsible Parties</td>
<td>Timing</td>
<td>Related Provisions</td>
<td>IP/CP</td>
<td>Doc Req’d</td>
<td>Notes</td>
<td>Law Making</td>
<td>Communication</td>
</tr>
<tr>
<td>------------------------------------------</td>
<td>-------------------------------------------------------------------------------------</td>
<td>---------------------</td>
<td>----------</td>
<td>--------------------</td>
<td>-------</td>
<td>----------</td>
<td>---------</td>
<td>------------</td>
<td>--------------</td>
</tr>
<tr>
<td>4.4a</td>
<td>Responsibility to develop mechanisms to assist PFN in developing capacity to provide Education</td>
<td>FNEA</td>
<td>ED</td>
<td>4.6</td>
<td>IP/CP</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>develop mechanisms to respond to PFN needs to develop capacity</td>
<td>FNEA</td>
<td>ED, as desired by FN</td>
<td>IP/CP</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.4b</td>
<td>Responsibility to establish standards for PFN to deliver curriculum and examinations necessary to meet graduation requirements</td>
<td>FNEA</td>
<td>ED</td>
<td></td>
<td>IP/CP</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>FNEA</td>
<td>ED</td>
<td></td>
<td>IP/CP</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.4c</td>
<td>Responsibility for the development and provision of a Teacher Certification Process for persons who teach in the Education system operated by the PFN (excluding those persons who teach PFN language and culture)</td>
<td>FNEA</td>
<td>ED</td>
<td></td>
<td>IP/CP</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>develop and provide a mechanism for a Teacher Certification Process for teachers</td>
<td>FNEA</td>
<td>ED</td>
<td>4.4d</td>
<td>IP/CP</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>who teach in the Education system operated by the PFN</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.4d</td>
<td>Responsibility for the development and provision of a Teacher Certification Process for persons who teach the language and culture of a PFN in the Education system operated by the PFN</td>
<td>FNEA</td>
<td>If requested by the PFN, ED</td>
<td>4.4c</td>
<td>IP/CP</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>develop and provide a mechanism for a Teacher Certification Process for persons who teach the language and culture of a PFN in the Education system operated by the PFN</td>
<td>FNEA</td>
<td>ED</td>
<td></td>
<td>IP/CP</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.4e</td>
<td>Responsibility for the development and provision of the certification of schools operated by the PFN</td>
<td>FNEA</td>
<td>ED</td>
<td></td>
<td>IP/CP</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>develop and provide a mechanism for the certification of schools operated by the PFN</td>
<td>FNEA</td>
<td>ED</td>
<td></td>
<td>IP/CP</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Education Agreement Paragraph Reference</td>
<td>Obligation/Activity</td>
<td>Responsible Parties</td>
<td>Timing</td>
<td>Related Provisions</td>
<td>IP/CP</td>
<td>Notes</td>
<td>Law making</td>
<td>Communication</td>
<td></td>
</tr>
<tr>
<td>-----------------------------------------</td>
<td>--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>----------------------</td>
<td>--------</td>
<td>--------------------</td>
<td>-------</td>
<td>-------</td>
<td>------------</td>
<td>---------------</td>
<td></td>
</tr>
<tr>
<td>4.4f</td>
<td>Consult with BC on standards applicable to Education delivered by the PFN for curriculum and examination for courses needed for graduation requirements</td>
<td>FNEA</td>
<td>ED</td>
<td></td>
<td>IP/CP</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>discuss with BC the standards applicable to Education delivered by the PFN for curriculum and examination for courses needed for graduation requirements</td>
<td>FNEA</td>
<td>ED</td>
<td></td>
<td>IP/CP</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.6</td>
<td>Ability to make laws in respect of standards for curriculum and examinations and certification of teachers and certification of schools following signing of an Education Co-management Agreement entered into with the First Nation Education Authority</td>
<td>PFN</td>
<td>ED</td>
<td>4.4, 4.5</td>
<td>IP/CP</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>negotiate an Education Co-management Agreement in the areas listed under 4.5 a) - c) that contains mechanisms for 4.6 a)-e)</td>
<td>FNEA/PFN</td>
<td>ED</td>
<td></td>
<td>IP/CP</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>establish standards for Participating First Nation to deliver curriculum and examinations necessary to meet graduation requirements</td>
<td>FNEA/PFN</td>
<td>ED</td>
<td></td>
<td>IP/CP</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>develop, maintain and provide a process for Teacher Certification other than for teachers teaching language and culture in the Education system operated by the Participating First Nation</td>
<td>FNEA/PFN</td>
<td>ED</td>
<td></td>
<td>IP/CP</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>develop and maintain standards for the certification of schools operated by the Participating First Nation</td>
<td>FNEA/PFN</td>
<td>ED</td>
<td></td>
<td>IP/CP</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>incorporate subject matters in 4.5 (a) - (c) that have been developed by First Nations Education Authority in the First Nation Education Law</td>
<td>FNEA/PFN</td>
<td>ED</td>
<td></td>
<td>IP/CP</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Registry, Enforcement and Adjudication</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.1</td>
<td>Maintain a public registry of First Nation Education Laws; and provide Canada and British Columbia with copies of First Nation Education Laws</td>
<td>FNC</td>
<td>ED</td>
<td></td>
<td>IP/CP</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>create a public registry of First Nation Education Laws in the English language</td>
<td>PFN</td>
<td>ED</td>
<td></td>
<td>IP/CP</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Education Agreement Paragraph Reference</td>
<td>Obligation/Activity</td>
<td>Responsible Parties</td>
<td>Timing</td>
<td>Related Provisions</td>
<td>IP/CP</td>
<td>Notes</td>
<td>Law making</td>
<td>Communication</td>
<td></td>
</tr>
<tr>
<td>-----------------------------------------</td>
<td>-------------------------------------------------------------------------------------</td>
<td>---------------------</td>
<td>-----------------</td>
<td>--------------------</td>
<td>-------</td>
<td>--------------------------------</td>
<td>------------</td>
<td>---------------</td>
<td></td>
</tr>
<tr>
<td>5.2</td>
<td>Establish processes for appeal or review of administrative decisions taken by the First Nation Council or a Community Education Authority</td>
<td>FNC</td>
<td>ED</td>
<td></td>
<td>IP/CP</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>provide copies of the First Nation Education Laws in the English and First Nation language (if available) to Canada and BC</td>
<td>PFN</td>
<td>as soon as practicable after enacted</td>
<td></td>
<td>IP/CP</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.5</td>
<td>Ability to provide for the imposition of penalties, including fines, restitution, and imprisonment for the violation of First Nation Education Laws</td>
<td>FNC</td>
<td>as desired after the ED</td>
<td></td>
<td>IP</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>develop penalties, including fines, restitution and imprisonment for the violation of First Nation Education Laws within the limits set out for summary conviction offences in the <em>Criminal Code</em></td>
<td>PFN</td>
<td>as desired after the ED</td>
<td></td>
<td>IP</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.6</td>
<td>Ability to adopt federal or provincial laws in respect of matters within the law making authority set out in this Agreement</td>
<td>FNC</td>
<td>as desired after the ED</td>
<td></td>
<td>IP</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>review and adopt federal or provincial laws in respect of matters within the Participating First Nation Jurisdiction set out in the Canada First Nation Education Jurisdiction Agreement</td>
<td>PFN</td>
<td>as desired after the ED</td>
<td></td>
<td>IP</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.7</td>
<td>Ability of the First Nation Education Laws to provide for the appointment of enforcement officials to enforce First Nation Education Laws</td>
<td>FNC</td>
<td>as desired after the ED</td>
<td>2.13, 5.8, 5.9</td>
<td>IP</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

CP: Closing Plan  IP: Implementation Plan  ED: Effective Date
<table>
<thead>
<tr>
<th>Education Agreement Paragraph Reference</th>
<th>Obligation/Activity</th>
<th>Responsible Parties</th>
<th>Timing</th>
<th>Related Provisions</th>
<th>IP/CP</th>
<th>Doc Req'd</th>
<th>Notes</th>
<th>Law making</th>
<th>Communication</th>
</tr>
</thead>
<tbody>
<tr>
<td>5.9</td>
<td>Ensure enforcement officials are trained and there is a procedure established for responding to complaints against enforcement officials</td>
<td>FNC</td>
<td>if required after the ED</td>
<td>5.7</td>
<td>IP</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>require enforcement officials are appropriately trained to carry out their duties having regard to training requirements for other enforcement officers carrying out similar duties in British Columbia</td>
<td>FNC</td>
<td>if required after the ED</td>
<td>5.7</td>
<td>IP</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>establish procedures for responding to complaints against enforcement officials</td>
<td>FNC</td>
<td>if required after the ED</td>
<td>5.7</td>
<td>IP</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.14a</td>
<td>Ability to retain its own prosecutor; enter into an agreement with Canada to arrange for a federal agent to prosecute these offences; or enter into an agreement with Canada and the province to arrange for a provincial prosecutor for the purpose of prosecuting offence</td>
<td>PFN</td>
<td>as desired after the ED</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>choose to retain its own prosecutor, enter into an agreement with Canada to arrange for a federal agent to prosecute offences, or enter into an agreement with Canada and the province to arrange for a provincial prosecutor</td>
<td>PFN</td>
<td>as desired after the ED</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Financial Arrangements
<table>
<thead>
<tr>
<th>Education Agreement Paragraph Reference</th>
<th>Obligation/Activity</th>
<th>Responsible Parties</th>
<th>Timing</th>
<th>Related Provisions</th>
<th>IP/CP</th>
<th>Notes</th>
<th>Law making</th>
<th>Communication</th>
</tr>
</thead>
<tbody>
<tr>
<td>7.1</td>
<td>Negotiate and attempt to reach agreement with the Participating First Nation to support one-time transition activities</td>
<td>Canada PFN</td>
<td>Prior to signing</td>
<td></td>
<td>CP</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>discuss the activities of the development of First Nation Education Laws based on template laws developed by FNEA, establishment of a Community Education Authority, systems transition and other agreed to matters</td>
<td>Canada PFN</td>
<td>Prior to signing</td>
<td></td>
<td>CP</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>reach agreement on support</td>
<td>Canada PFN</td>
<td>Prior to signing</td>
<td></td>
<td>CP</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.2</td>
<td>Provide agreed upon one-time transition funding to the Participating First Nation as soon as practicable following ratification of this Agreement by the Participating First Nation</td>
<td>Canada</td>
<td>as soon as practicable following ratification of agreement by PFN</td>
<td></td>
<td>CP</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>enter into a funding agreement to provide agreed-upon one-time transition funding</td>
<td>Canada PFN</td>
<td>as soon as practicable following ratification of agreement by PFN</td>
<td></td>
<td>CP</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.3</td>
<td>Negotiate and attempt to reach agreement on an Education Jurisdiction Funding Agreement</td>
<td>Canada PFN</td>
<td>Every 5 years or other time periods as agreed</td>
<td></td>
<td>IP/CP</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>commence and conclude negotiations on an education funding agreement</td>
<td>Canada PFN</td>
<td>Every 5 years or other time periods as agreed</td>
<td></td>
<td>IP/CP</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

CP: Closing Plan   IP: Implementation Plan   ED: Effective Date
<table>
<thead>
<tr>
<th>Education Agreement Paragraph Reference</th>
<th>Obligation/Activity</th>
<th>Responsible Parties</th>
<th>Timing</th>
<th>Related Provisions</th>
<th>IP/CP</th>
<th>Notes</th>
<th>Law Making</th>
<th>Communication</th>
</tr>
</thead>
<tbody>
<tr>
<td>7.4</td>
<td>Take into account items a-k in negotiating an Education Jurisdiction Funding Agreement</td>
<td>Canada PFN</td>
<td>in negotiating an Educ Jurisd Funding Agree</td>
<td></td>
<td>IP/CP</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>account for the items in paragraph 7.4 (a)-(k) in negotiating Education Jurisdiction Funding Agreements</td>
<td>Canada PFN</td>
<td>in the negotiation of the first Ed Jurisd Funding Agree</td>
<td></td>
<td>IP/CP</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.5</td>
<td>Take into account in the first Education Jurisdiction Agreement the additional items of start up costs of operating a Community Education Authority and the development of information systems</td>
<td>Canada PFN</td>
<td>in the negotiation of the first Ed Jurisd Funding Agree</td>
<td></td>
<td>IP/CP</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Discuss and take into account the start up costs of operating a Community Education Authority and the development of information systems in the negotiation of the first Education Jurisdiction Funding Agreement with each PFN</td>
<td>Canada PFN</td>
<td>in the negotiation of the first Ed Jurisd Funding Agree</td>
<td></td>
<td>IP/CP</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.6</td>
<td>Set out procedures for items a-g when negotiating the Education Jurisdiction Funding Agreement</td>
<td>Canada PFN</td>
<td></td>
<td></td>
<td>IP/CP</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>discuss and agree to procedures for (List a-g)</td>
<td>Canada PFN</td>
<td></td>
<td></td>
<td>IP/CP</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Senior Officials

CP: Closing Plan   IP: Implementation Plan   ED: Effective Date
<table>
<thead>
<tr>
<th>Education Agreement Paragraph Reference</th>
<th>Obligation/Activity</th>
<th>Responsible Parties</th>
<th>Timing</th>
<th>Related Provisions</th>
<th>IP/CP</th>
<th>Notes</th>
<th>Law making</th>
<th>Communication</th>
</tr>
</thead>
<tbody>
<tr>
<td>8.4</td>
<td>Designate a senior official to monitor the implementation of this Agreement</td>
<td>Canada PFN</td>
<td>ED</td>
<td></td>
<td>IP/CP</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Select senior official and notify Canada of its selection</td>
<td>PFN</td>
<td></td>
<td></td>
<td>IP/CP</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Select senior official and notify PFN of its selection</td>
<td>Canada</td>
<td></td>
<td></td>
<td>IP/CP</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.5</td>
<td>Authorize the senior officials to discuss the implementation of this Agreement, carry out a review of the implementation plan of this Agreement, and prior to the expiry of the implementation plan, advise the Parties on whether the plan should be amended, renewed or extended</td>
<td>Canada PFN</td>
<td>as desired after the ED</td>
<td></td>
<td>IP/CP</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>discuss the implementation of the Canada-First Nation Education Jurisdiction Agreement</td>
<td>senior officials</td>
<td>as desired after the ED</td>
<td></td>
<td>IP/CP</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>agree on terms of reference of and carry out a review of the implementation plan of the Canada-First Nation Education Jurisdiction Agreement</td>
<td>senior officials</td>
<td>prior to the expiry of the Implementation Plan</td>
<td></td>
<td>IP/CP</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>advise the Parties on whether the implementation plan should be amended, reviewed or extended</td>
<td>senior officials</td>
<td>prior to the expiry of the Implementation Plan</td>
<td></td>
<td>IP/CP</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.6</td>
<td>Ability to designate an individual to participate and represent the Participating First Nation in a regional or province-wide implementation working committee</td>
<td>PFN/Canada</td>
<td></td>
<td>If a regional or province-wide implementation working committee is established</td>
<td>IP/CP</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

CP: Closing Plan  IP: Implementation Plan  ED: Effective Date
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>establish a regional or province-wide implementation working committee</td>
<td>Canada</td>
<td>as desired after the ED</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>make decision whether or not to designate an individual to participate in the regional or province-wide implementation working committee</td>
<td>PFN</td>
<td>if a regional or province-wide implementation working committee is established</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>inform Canada of designate</td>
<td>PFN</td>
<td>if PFN participates</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Dispute Resolution**

| ??? | TBD |

**Ratification**

<table>
<thead>
<tr>
<th>10.1</th>
<th>Inform its members of their right to participate in the approval process and the manner in which that right can be exercised, the content of the First Nation Education Law Making Protocol and the content of the Canada First Nation Education Jurisdiction Agreement</th>
<th>PFN</th>
<th>Prior to ratification vote</th>
<th>CP</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>develop a process to inform its members of their right to participate in the approval process and how their right to participate can be exercised</td>
<td>PFN</td>
<td>Prior to ratification vote</td>
<td>CP</td>
</tr>
<tr>
<td></td>
<td>develop a process to inform its member so the content of the First Nation Education Law Making Protocol and the content of the Canada First Nation Education Jurisdiction Agreement</td>
<td>PFN</td>
<td>Prior to ratification vote</td>
<td>CP</td>
</tr>
<tr>
<td></td>
<td>Implement these processes</td>
<td>PFN</td>
<td>Prior to ratification vote</td>
<td>CP</td>
</tr>
</tbody>
</table>

CP: Closing Plan   IP: Implementation Plan   ED: Effective Date
<table>
<thead>
<tr>
<th>Education Agreement Paragraph Reference</th>
<th>Obligation/Activity</th>
<th>Responsible Parties</th>
<th>Timing</th>
<th>Related Provisions</th>
<th>IP/CP</th>
<th>Doc Req’d</th>
<th>Notes</th>
<th>Law making</th>
<th>Communication</th>
</tr>
</thead>
<tbody>
<tr>
<td>10.2</td>
<td>Requirements for ratification of the Canada First Nation Education Jurisdiction Agreement and the First Nation Law making Protocol by the Participating First Nation</td>
<td>PFN/FNC</td>
<td>prior to signing</td>
<td></td>
<td>CP</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>determine voting day(days) by First Nation Council resolution</td>
<td>FNC</td>
<td>Prior to ratification vote</td>
<td></td>
<td>CP</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>provide for a vote by secret ballot</td>
<td>PFN</td>
<td>Prior to ratification vote</td>
<td></td>
<td>CP</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>a successful vote is achieved if fifty (50%) percent plus one (1) of the Members who have cast a ballot vote in favor of the Canada First Nation Education Jurisdiction Agreement and if fifty (50%) percent plus one (1) of the Members who have cast a ballot vote to adopt the First Nation Education Law Making Protocol</td>
<td>PFN</td>
<td>Prior to ratification vote</td>
<td></td>
<td>10.3</td>
<td>CP</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Make known the results of the vote to Canada</td>
<td>PFN</td>
<td>As soon as practicable after ratification vote</td>
<td></td>
<td>CP</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Sign the Canada First Nation Education Agreement and the First Nation Education Law Making Protocol</td>
<td>authorized representative of PFN</td>
<td>As desired after the ratification vote</td>
<td></td>
<td>CP</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10.3</td>
<td>Ability to increase the minimum percentage required for approval of the Canada First Nation Education Jurisdiction Agreement and the First Nation Education Law Making Protocol</td>
<td>PFN/FNC</td>
<td>Prior to signing</td>
<td>10.2 (a)</td>
<td>CP</td>
<td></td>
<td>NN: is the reference to the percentage in 10.2(b) correct?</td>
<td>CP</td>
<td></td>
</tr>
</tbody>
</table>

CP: Closing Plan  IP: Implementation Plan  ED: Effective Date
## Education Agreement Paragraph Reference

<table>
<thead>
<tr>
<th>Obligation/Activity</th>
<th>Responsible Parties</th>
<th>Timing</th>
<th>Related Provisions</th>
<th>IP/CP</th>
<th>Doc Req’d</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>pass a First Nation Council resolution to increase the minimum percentage required for approval of the Canada First Nation Education Jurisdiction Agreement and the First Nation Education Law Making Protocol</td>
<td>FNC</td>
<td>Prior to signing</td>
<td></td>
<td></td>
<td>CP</td>
<td></td>
</tr>
<tr>
<td>inform Canada of minimum percentage increase</td>
<td>FNC</td>
<td>Prior to signing</td>
<td></td>
<td></td>
<td>CP</td>
<td></td>
</tr>
<tr>
<td>10.4 Ratification of the Canada First Nation Education Jurisdiction Agreement by Canada</td>
<td>Canada</td>
<td>following PFN ratification of the CFNEJA and FNELMP</td>
<td>10.5</td>
<td>CP</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Signing of the Canada First Nation Education Jurisdiction Agreement by an authorized Minister</td>
<td>Canada</td>
<td></td>
<td></td>
<td>CP</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Federal Cabinet pass Order in Council adding the Participating First Nation to a Schedule of the Federal Enabling Legislation</td>
<td>Canada</td>
<td></td>
<td></td>
<td>CP</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10.6 Provision of a one-time payment to offset Participating First Nation costs in carrying out its ratification process</td>
<td>Canada</td>
<td>Prior to commencement of PFN Ratification</td>
<td></td>
<td>CP</td>
<td></td>
<td>NN: Timing of payment is not mentioned in the provision</td>
</tr>
<tr>
<td>agree on ratification activities and costs</td>
<td>Canada PFN</td>
<td>Prior to commencement of PFN Ratification</td>
<td></td>
<td>CP</td>
<td></td>
<td></td>
</tr>
<tr>
<td>provide one time payment</td>
<td>Canada</td>
<td>Prior to commencement of PFN Ratification</td>
<td></td>
<td>CP</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Access to Other Programs

**CP:** Closing Plan  **IP:** Implementation Plan  **ED:** Effective Date
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>TBD</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amendment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TBD</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>