



BC Tripartite Education Agreement:  
Supporting First Nation Student Success  
2018



**BC TRIPARTITE EDUCATION AGREEMENT:  
SUPPORTING FIRST NATION STUDENT SUCCESS**

(the "Agreement")

This Agreement is dated for reference the 1st day of July 2018 (the "Effective Date").

BETWEEN:

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA,**  
as represented by the Minister of Indigenous Services

(hereinafter referred to as "Canada")

AND:

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA,**  
as represented by the Minister of Education

(hereinafter referred to as the "British Columbia")

AND:

**FIRST NATIONS EDUCATION STEERING COMMITTEE,**  
a society incorporated under the Society Act (British Columbia),  
as represented by its President

(hereinafter referred to as "FNESC")

(Collectively referred to hereinafter as the "Parties")

**WHEREAS**

- A. Indigenous peoples have the right to establish and control their educational systems and institutions as affirmed in the *United Nations Declaration on the Rights of Indigenous Peoples* ("UN Declaration"), and as a fundamental aspect of their inherent right of self-government recognized by Canada and British Columbia pursuant to section 35 of the *Constitution Act, 1982*.
- B. First Nations in British Columbia have worked for more than two decades to build the BC First Nations Education System (described in Schedule A), which is premised fundamentally on quality education for First Nation Students and First Nations control of First Nations education.

- C. FNEESC is a policy and advocacy organization that represents and works on behalf of First Nations in British Columbia, with a mandate to advance First Nations education in British Columbia by disseminating information, undertaking research, working with the First Nations Schools Association (FNSA) to administer programs and services, and advocating and negotiating with the provincial and federal governments and other key stakeholders at the direction of First Nations.
- D. The FNSA's purpose is to promote improved educational outcomes for students attending First Nations Schools by supporting the development and implementation of appropriate, meaningful and quality education programs and providing a forum for networking and information sharing amongst schools and other education partners. FNSA develops and delivers programs to First Nations Schools.
- E. FNEESC and the FNSA work jointly and within their complementary but unique mandates to advance higher levels of achievement for First Nations students in British Columbia, and work collaboratively, through inter-organizational arrangements and agreements, on the design and implementation of the BC First Nations Education System, with each organization bringing forward their respective areas of specific expertise and focusing on the components of the System that relate most directly to their respective memberships.
- F. Based on the authority and direction of First Nations, FNEESC and the FNSA have worked to establish an effective and relevant education system to support First Nation Students and First Nation Schools that:
  - i. is founded upon the priority of exercising and revitalizing First Nations' languages and cultures, and reflects the cultures, values and traditions of the communities they serve;
  - ii. strives for excellence in First Nations education programs and services to support successful First Nation Student educational outcomes;
  - iii. includes processes for regular and ongoing engagement with First Nations and First Nation Schools to ensure the system is responsive to First Nation Student needs; and
  - iv. includes processes and agreements with Canada and British Columbia.
- G. British Columbia is responsible for laws governing the education of all persons who are ordinarily resident in British Columbia, except for education at First Nation Schools or a Community Education Authority established by one or more participating First Nations under the *First Nations Jurisdiction over Education in British Columbia Act* (Canada).
- H. The Ministry of Education has a responsibility to First Nation Students, their Parents and First Nations to help improve their school experience and educational outcomes. Locally elected boards of education are responsible for the provision of educational programs within public schools in British Columbia pursuant to the *School Act* and subject to the Minister of Education's authority governing the provision of educational programs.
- I. Some First Nations in British Columbia have entered into treaties or self-government agreements with the Crown, defining their respective roles and responsibilities with respect to governance matters, including education of First Nation Students and, where applicable, other students enrolled in First Nation Schools.

- J. First Nation Students often transition between First Nation Schools and BC Schools, requiring compatibility between the two education systems and collaboration and cooperation among the Parties.
- K. The Parties have entered into a series of agreements and arrangements over the years which recognize, and form components of, the evolving regional BC First Nations Education System, including:
- i. the *K-12 Memorandum of Understanding on Education* on February 2, 1999, committing the Parties to work together with other K-12 system partners, to improve school success for Aboriginal learners in British Columbia;
  - ii. the tripartite *Education Jurisdiction Framework Agreement*, and the bilateral British Columbia First Nation Education Agreement, both entered into on July 5, 2006, initiating a framework for the implementation of jurisdiction over education by First Nations in British Columbia, and supported by the federal *First Nations Jurisdiction over Education in British Columbia Act*, S.C. 2006, chapter 10, and the provincial *First Nations Education Act*, S.B.C. 2007, chapter 40 (“Education Jurisdiction initiative”);
  - iii. the *Bilateral Protocol* (2015) entered into by British Columbia and FNEESC, giving expression to a collaborative partnership and working relationship on educational initiatives, which respects the integrity of the commitment to establish a new relationship, including joint initiatives on curriculum development, enhancement agreements, local education agreements, and recognition of Aboriginal languages and teachers and supports the transferability of students between First Nation Schools and BC Public Schools; and
  - iv. the *Tripartite Education Framework Agreement* (TEFA) entered into by the Parties on January 27, 2012 identifying their respective roles and responsibilities relating to the improvement of educational outcomes for First Nation students in British Columbia, and implementing a new approach to funding the education of First Nation Students in British Columbia, based on the provincial funding model with specific adaptations, opportunities for collaboration and improved First Nation Student supports, and also provided opportunity for early implementation of components of the Education Jurisdiction initiative for the benefit of First Nation Students.
- L. Section 10.2 of TEFA committed the Parties to renewal of TEFA and, through resolutions in 2016 and 2017 at the BC Assembly of First Nations (BCAFN), the First Nations Summit (FNS) and the Union of BC Indian Chiefs (UBCIC), BC First Nations Chiefs supported TEFA, and directed FNEESC to prepare for and engage in negotiations to conclude a renewed TEFA, with the “overriding objective of implementing funding and other measures that continue to support all First Nation learners in achieving improved educational outcomes.” The political executives of the BCAFN, FNS and UBCIC (collectively referred to as the First Nations Leadership Council) provide political support to FNEESC pursuant to their *Declaration & Protocol of Recognition, Support, Cooperation, and Coordination* (2015).

- M. The Parties remain fully committed to working together to close the gap between First Nation Students and non-First Nation students through continuous improvement in educational outcomes.
- N. In the 2015 *Commitment Document* (updated in 2018), British Columbia and First Nations in British Columbia committed to “jointly design, construct and implement a principled, pragmatic and organized approach to implement the section 35 *Constitution Act, 1982* framework in British Columbia, informed by the *Tsilhqot’in* decision and other established law, the UN Declaration, and the Truth and Reconciliation Commission’s (TRC) Calls to Action - with tangible milestones to demonstrate progress”.
- O. Under the *Commitment Document*, British Columbia and First Nations set out shared guiding principles for our ongoing work of reconciliation, including:
- i. “Recognition of First Nations’ rights must be affirmed and implemented (through laws, policies, operational practices, agreements, etc.) as the required standard for reconciliation, and for Crown conduct and relations with Indigenous peoples and Nations” (guiding principle 4); and
  - ii. ...a shared interest in supporting First Nations to develop and strengthen their governance capacity to deliver the range of services to their citizens, including with regard to child and family well-being, emergency services to keep communities safe, excellence in education, and supporting healthy families” (guiding principle 16).
- P. In July 2017, the Government of Canada released the *Principles respecting the Government of Canada’s relationship with Indigenous peoples*, which are stated to be:
- “...a starting point to support efforts to end the denial of Indigenous rights that led to disempowerment and assimilationist policies and practices. They seek to turn the page in an often troubled relationship by advancing fundamental change whereby Indigenous peoples increasingly live in strong and healthy communities with thriving cultures. To achieve this change, it is recognized that Indigenous nations are self-determining, self-governing, increasingly self-sufficient, and rightfully aspire to no longer be marginalized, regulated, and administered under the Indian Act and similar instruments. The Government of Canada acknowledges that strong Indigenous cultural traditions and customs, including languages, are fundamental to rebuilding Indigenous nations. As part of this rebuilding, the diverse needs and experiences of Indigenous women and girls must be considered as part of this work, to ensure a future where non-discrimination, equality and justice are achieved. The rights of Indigenous peoples, wherever they live, shall be upheld.”
- Q. In May 2018, the Government of British Columbia released the *Draft Principles that Guide the Province of British Columbia’s Relationship with Indigenous Peoples*, which:
- “...are intended as bold statements to guide this new relationship and end the denial of Indigenous rights that have led to disempowerment and assimilationist policies and practices. The principles will assure the Province conducts itself in a way that reflects a clear shift in an often troubled relationship with Indigenous peoples to a modern government-to-government relationship that is strong, sophisticated and valued. These principles create the space needed to exercise our respective jurisdictions for the benefit of all British Columbians. We will recognize

success when we know Indigenous peoples believe themselves to be self-determining, self-governing, self-sufficient and can practise their Indigenous cultural traditions and customs as an important and respected part of B.C. society.”

- R. The Parties are committed to continuing their working relationships, based on mutual respect, recognition, collaboration and clarity of roles and responsibilities for the education of First Nation Students, recognizing that Aboriginal and treaty rights are protected under section 35 of the *Constitution Act, 1982*, children’s rights are affirmed in the *Convention on the Rights of the Child*, Indigenous rights are affirmed by the UN Declaration, and key studies and reports offer important recommendations on advancing reconciliation between the Crown and First Nations, such as the TRC’s Final Report and Calls to Action.
- S. The Parties also remain committed to moving toward the full implementation of First Nations jurisdiction over education, as initiated by the *Education Jurisdiction Framework Agreement* and the *British Columbia First Nations Education Agreement* in 2006.

**NOW THEREFORE the Parties agree as follows:**

## **1.0 PRINCIPLES**

- 1.1 The Parties agree that the following principles apply to the implementation and interpretation of this Agreement and the Schedules:
  - a) Indigenous families and communities have the right to retain shared responsibility for the upbringing, training, education and well-being of their children, consistent with the rights of the child, and Indigenous peoples have the right to establish and control their educational systems and institutions providing education in their own languages, in a manner appropriate to their cultural methods of teaching and learning;
  - b) First Nations in British Columbia have control of, and decision-making responsibility for, First Nations education;
  - c) First Nations in British Columbia that own and operate a First Nation School, have control of and decision-making responsibility for their school, including identifying priority issues and undertaking the management and delivery of education programs and services;
  - d) First Nation Students, at all levels of education, must have access to educational opportunities that:
    - i. ensure that they are confident in their self-identity, their families, their communities and traditional values, languages and cultures;
    - ii. give them the skills they need to thrive in contemporary society, including 21st century technological skills; and
    - iii. prepare them to access any opportunities they choose for higher learning, employment and life choices;

- e) First Nations education in British Columbia is highly complex, engaging federal, provincial and First Nation authorities, roles and responsibilities and, therefore, requiring collaboration and cooperation to ensure that all First Nation Students are supported to achieve successful education outcomes;
- f) The gap in educational outcomes between First Nation Students and non-First Nation students is a persisting legacy of colonialism, and concerted efforts and proactive measures are required to eliminate this gap and contribute to reconciliation in education;
- g) The Parties have a shared interest and priority in supporting excellence in First Nations education, including supporting First Nation Students to fulfil their educational potential by having access to and receiving quality education that is respectful and reflective of their unique culture and history;
- h) Strong, effective and inclusive educational systems provide a fundamental opportunity for building relationships and advancing reconciliation between the Crown and First Nations, as expressed in the TRC's Calls to Action and the UN Declaration;
- i) Quality First Nations education includes standards, programs, services, school supports and investments that provide appropriate tools and resources aimed at achieving successful First Nation Student outcomes and achievements, while addressing their unique needs;
- j) The Parties recognize and respect the rights of Parents to decide where their children will be enrolled to receive the benefit of an education program;
- k) This Agreement is intended to benefit all First Nations, First Nation Schools, and First Nation Students, regardless of where they attend school, in British Columbia;
- l) This Agreement is intended to support the government-to-government relationship between First Nations, British Columbia and Canada with regard to First Nations education; and
- m) Sufficient, sustained, and predictable funding is required to meet the unique needs of First Nation Students and is integral to providing education services and programs that result in improved outcomes for First Nation Students.

## **2.0 DEFINITIONS**

2.1 The definitions set out in Schedule B [Definitions] apply to this Agreement and the Schedules.

## **3.0 PURPOSE AND OBJECTIVES**

3.1 The purpose of this Agreement is to set out how the Parties will work together, including making systemic shifts (i.e. legislative, policy and practice reforms), to support successful educational

outcomes of all First Nation Students, regardless of where they live or are enrolled in school in British Columbia:

- a) through the provision of high quality and culturally relevant elementary and secondary education programs and services; and
  - b) supported by sufficient, sustained and predictable funding, that is responsive to unique needs of First Nation Students, First Nation Schools and communities.
- 3.2 For greater clarity, this Agreement replaces and builds upon TEFA, while acknowledging the ongoing Education Jurisdiction initiative, by identifying the Parties' respective roles, responsibilities and commitments in supporting improved and successful educational outcomes of First Nation Students, and in supporting First Nations control of First Nations education.
- 3.3 The Parties agree that improved educational outcomes for students attending First Nations Schools, and for First Nation Students attending BC Schools, will be central to the shared objective of restoring, revitalizing and strengthening the economic and social sustainability of First Nations in British Columbia.
- 3.4 The Parties are committed to decolonizing approaches to First Nations education and developing new approaches aligned with the UN Declaration.
- 3.5 The Parties recognize that First Nation Students often transition between First Nation Schools and BC Schools and the Parties have a shared interest in ensuring those transitions are smooth and supported.
- 3.6 The Parties will work jointly to develop and implement measures of accountability for First Nation Student outcomes.
- 3.7 The Parties acknowledge that changes to enrollment in First Nation Schools may impact the level of funding provided for First Nation Students and agree that such impacts will be mitigated through a funding protection mechanism.
- 3.8 The BC First Nations Education Funding Model will be updated annually to account for additional provincial investments, changes to the Nominal Roll, with funding protection to mitigate potential decreases in funding for First Nation communities. Funding levels will be updated within the School Year as new investments are made available from provincial systems for both First Nation and provincial schools.

#### **4.0 EDUCATION SERVICES AND COLLABORATION**

- 4.1 Canada and British Columbia recognize FNEESC, working with the FNSA, as having demonstrated the capacity to administer education programs and services on behalf of First Nations and First Nation Schools in British Columbia, to implement research-based and relevant programs to support First Nation Schools to deliver quality education and improve student outcomes, to provide Second and Third Level Services to First Nations and First Nation Schools, and to advocate for and advance the interests and needs of First Nation Students attending BC Schools.

- 4.2 FNESC, working with the FNSA where appropriate, will provide Second and Third Level Services to First Nations and First Nation Schools to support the provision of quality education services and programs that improve outcomes for First Nation Students, as described in Schedule C [Second and Third Level Services].
- 4.3 FNESC, working with the FNSA, will provide special education services to support First Nation Students with special needs who are attending First Nations Schools, as set out in Schedule D [Special Education for First Nation Students Attending First Nation Schools].
- 4.4 The Parties will collaborate to identify necessary improvements to support First Nation Students with special needs in BC Schools.
- 4.5 FNESC, working with the FNSA, will provide language and culture services to support First Nation Students attending First Nation Schools, as set out in Schedule E [Language and Culture].
- 4.6 The Parties acknowledge that First Nations are responsible for the provision of quality education services to First Nation Students in First Nation Schools.
- 4.7 British Columbia is responsible for the provision of quality education services to First Nation Students attending any BC Public School.
- 4.8 British Columbia will continue to work with FNESC to improve educational outcomes for First Nation Students in BC Schools.
- 4.9 British Columbia and FNESC agree to continue to work in collaboration to support the successful transfer of First Nation Students between BC Public Schools and First Nation Schools under this Agreement, and their Bilateral Protocol, including:
  - a) continuing to facilitate First Nation Schools to administer provincial assessments;
  - b) continuing, and further developing, processes to enable students attending a First Nations School to obtain a Dogwood Graduation Certificate, as set out in Schedule F [Graduation Credential]; and
  - c) developing processes to enable First Nation Students attending a First Nations School to obtain an Adult Dogwood Graduation Certificate.
- 4.10 The Parties will work together as set out in Schedule G [Transportation] to ensure First Nation Students have transportation services to BC Public Schools.
- 4.11 The Parties recognize Local Education Agreements as an integral part of the delivery of education services to First Nation students attending BC Schools, as they are an important mechanism for building relationships between First Nation communities and boards of education and schools, or independent school authorities, to support improved First Nation student outcomes.
- 4.12 The Parties agree to work in partnership to develop and implement a strategy, and related policies to support the negotiation and implementation of Local Education Agreements (LEAs)

between First Nations and boards of education, as set out in Schedule H [Local Education Agreements].

- 4.13 British Columbia mandates and funds local boards of education to deliver education services to students, including First Nation Students, attending BC Public Schools, and is responsible for implementing effective measures to hold local boards of education accountable.
- 4.14 British Columbia agrees that First Nation Students will receive at least the same level of services and programs that are generally available to all other students, recognizing the need for culturally relevant services and programs, and additional supports, designed to support improved educational outcomes for First Nation Students are also needed, and will be identified and implemented in collaboration with FNEC.
- 4.15 The Parties acknowledge that educational outcomes for First Nation Students vary significantly among school districts within British Columbia, that numerous factors contribute to the level of educational success experienced by First Nation Students and agree that additional efforts are required to improve outcomes for First Nation Students.
- 4.16 As one measure of increased accountability for First Nation Student outcomes, British Columbia will undertake a program to build capacity to improve outcomes for First Nation Students within school districts, with a priority for those school districts having consistently low outcomes for First Nation Students, as follows:
  - a) British Columbia in consultation with FNEC will prioritize school districts for examination, and identify any school district specific issues believed to be impacting educational outcomes for First Nation Students in a particular school district;
  - b) British Columbia will establish First Nations Educational Outcome Improvement Teams comprised of individuals having expertise in the specific issues identified for a specific school district, to engage that school district and develop a school district plan to improve educational outcomes for First Nation Students in that school district;
  - c) British Columbia will invite FNEC to name a representative to be part of any First Nations Educational Outcome Improvement Team established pursuant to section 4.16(b);
  - d) Each First Nations Educational Outcome Improvement Team will report to the relevant Assistant Deputy Minister, who will share the outcome of the Team's intervention with the First Nations whose First Nation Students attend a BC School within that school district, the board of education, and the Aboriginal Education Council; and
  - e) The Assistant Deputy Minister, Learning Division, will report to the Deputy Minister, including recommending any further interventions to be considered by the Minister, to improve educational outcomes for First Nation Students attending a BC Public School in a particular district, and the Deputy Minister will report to the Minister accordingly.
- 4.17 Commencing in the 2019/20 school year, and for the duration of this Agreement, British Columbia will ensure not less than one non-instructional day per school year is focused on enhancing First Nation student learning outcomes.

- 4.18 British Columbia will report data regarding First Nation Student - and education system - outcomes as set out in Schedule I [Regional Reporting, Mutual Accountabilities and Data Sharing].
- 4.19 The Parties agree to develop a purposeful approach to the collection, use and sharing of relevant data to further the purpose and objectives of this Agreement, as set out in Schedule I [Regional Reporting, Mutual Accountabilities and Data Sharing].

## **5.0 BC FIRST NATIONS REGIONAL EDUCATION FUNDING**

5.1 Canada and British Columbia agree to provide funding to support the education of First Nation Students in British Columbia in accordance with this Agreement and Schedule J [Funding Protocol].

5.2 The BC First Nations Education Funding Model set out in:

- a) section 6.0 of this Agreement;
- b) Schedule J [Funding Protocol]; and
- c) Schedule K [BC First Nations Education Funding Model - Overview of Components];

is the federal funding for K4-12 First Nations education in British Columbia.

5.3 For greater clarity, Canada may make additional investments in First Nations education from time to time, outside of the BC First Nation Education Funding Model, such as additional federal education programs, services or funding to support First Nations education, with regard to which BC First Nations or FNEESC will be eligible to participate and benefit.

5.4 Canada will work jointly with FNEESC, and British Columbia as appropriate, to develop any federal budget asks related to First Nations education in British Columbia during the term of the Agreement, including the preparation and submission of all necessary information to support such asks.

5.5 For greater clarity, a federal budget ask under section 5.4 includes any additional or supplementary funding the Parties may determine is required to implement the BC First Nations Education Funding Model.

5.6 In fulfilling section 5.4, the Parties will be guided by:

- a) furthering the purpose and objectives of the Agreement, consistent with the UN Declaration and TRC Calls to Action;
- b) supporting the government-to-government relationship; and
- c) acting in partnership, with openness and transparency to support effective implementation of this Agreement.

5.7 Any federal funding to be provided pursuant to the Agreement is subject to the appropriation of funds by the Parliament of Canada.

## 6.0 FEDERAL FUNDING

### For First Nation Students and First Nation Schools:

- 6.1 In accordance with this Agreement, Schedule J [Funding Protocol] and Schedule K [BC First Nations Funding Model - Overview of Components], Canada will provide sufficient, sustained, and predictable funding for the provision of education services to First Nation Students who:
- a) are enrolled in First Nation Schools; and
  - b) are enrolled in BC Schools.
- 6.2 For greater clarity, Canada will provide annual funding to individual First Nations for First Nation Students enrolled in First Nation Schools using the funding calculation as published in the BC First Nations Education Funding Handbook and updated from time to time to reflect changes to the provincial education funding and any agreed upon adaptations.
- 6.3 For greater clarity, Canada will provide annual funding to individual First Nations for First Nation Students enrolled in BC Schools based on the First Nation Student Rate for the relevant school district.
- 6.4 Notwithstanding section 6.3, where a First Nation opts to have no LEA, or opts for Canada to provide funding for First Nation Students enrolled in BC Public Schools directly to British Columbia on the First Nation's behalf, Canada will provide that funding to British Columbia pursuant to the 2016 Funding Agreement, or the tripartite funding arrangement to be added to this Agreement as a schedule pursuant to section 2.0 of Schedule J [Funding Protocol], once concluded, with all related correspondence being copied to the First Nation.
- 6.5 In addition to funding under section 6.2, Canada has the following federal programs and initiatives that remain available to BC First Nations or Tribal Councils directly or through FNEC:
- a) Child First Initiative (Jordan's Principle);
  - b) Education Partnerships Program (EPP);
  - c) First Nations and Inuit Youth Employment Strategy (FNIYES); and
  - d) FNSSP - Early Literacy Initiative (program ends March 31, 2019).
- 6.6 Canada will provide funding annually to individual First Nations for the operation of First Nation Schools, including the provision of quality education services and programs to First Nation Students attending those schools.

- 6.7 Canada will provide funding for the transportation of First Nation Students attending BC Public Schools, as described in Schedule G [Transportation of First Nation Students Attending BC Public Schools].
- 6.8 Canada agrees that, consistent with TEFA, those First Nations that are block-funded may choose to open up their funding agreement to adjust their education funding to benefit from the BC First Nations Education Funding Model under the Agreement.
- 6.9 Canada will implement a funding protection mechanism, to be incorporated into the BC First Nations Education Funding Handbook, based on the funding protection mechanism in British Columbia's education funding formula, to ensure that First Nations are provided with stable, sustainable, and predictable funding.
- 6.10 For greater clarity:
- a) Canada will implement a funding protection mechanism based on the provincial OGM funding protection supplement;
  - b) Funding Protection is an additional amount provided to First Nations to ensure that they are protected against any funding decline larger than 1.5% when compared to the previous year;
  - c) Funding protection is determined by comparing the total operating grant, calculated by the BC First Nations Education Funding Model, from the previous School Year to the total operating grant for the current year;
  - d) Funding protection will provide additional funding in an amount that ensures that the year-to-year decline is no greater than 1.5%; and
  - e) Funding Protection will apply to all components of the BC First Nations Education Funding Model as set out in the BC First Nations Education Funding Handbook, with the exception of the non-OGM factor funding amount.

For Second and Third Level Services and Specific Programs:

- 6.11 Canada will provide funding annually to FNEESC for:
- a) the provision of Second and Third Level Services, described in Schedule C [Second and Third Level Services], in support of First Nation Students, to First Nations and First Nation Schools;
  - b) special education services and programs for First Nation Students, which FNEESC will administer as set out in Schedule D [Special Education for First Nation Students Attending First Nation Schools];
  - c) language and culture services and programs for First Nation Students attending First Nation Schools, which FNEESC will administer as set out in Schedule E [Language and Culture]; and

- d) transportation capital to improve access to education services and programs for First Nation Students attending First Nation Schools, and which FNESC will administer for all First Nation Schools.

## **7.0 FUNDING MECHANISMS**

7.1 Federal funding to First Nations will be provided in accordance with the terms of:

- a) a Funding Agreement between Canada and individual First Nations;
- b) this Agreement; and
- c) Schedule J [Funding Protocol].

7.2 Where an LEA is in effect in relation to the First Nation Students attending BC Public Schools or BC Independent Schools, Canada will provide funding under section 6.1(b) to the First Nation to administer under the terms of the LEA.

7.3 Where there is no locally negotiated LEA in effect in relation to the First Nation Students attending BC Public Schools, and the First Nation(s) opts to utilize the Provincial LEA (described in Schedule H [Local Education Agreements]):

- a) British Columbia will require the relevant board of education to enter into the Provincial LEA; and
- b) Canada will provide funding under section 6.1(b) to the First Nation to administer under the terms of the Provincial LEA.

7.4 Notwithstanding sections 7.1 and 7.3, the Parties acknowledge that a First Nation may opt to have no LEA and request that Canada provide funding for First Nation Students attending BC Public Schools directly to British Columbia on behalf of the First Nation, which will be done in accordance with section 6.4.

7.5 The Parties acknowledge that Funding Agreements between Canada and individual First Nations are the mechanism to operationalize this Agreement for those First Nations and that the Parties will jointly ensure that such funding arrangements reflect the commitments made in this Agreement, as appropriate.

7.6 Federal funding to FNESC under section 6.11 will be provided in accordance with this Agreement, Schedule J [Funding Protocol], and a Funding Agreement between Canada and FNESC.

## **8.0 PROVINCIAL FUNDING**

8.1 British Columbia agrees to pay tuition to First Nations in respect of students not ordinarily resident on reserve lands who are enrolled in a First Nation School that has been certified through the FNESA School Assessment Process, and who would otherwise qualify for tuition at a

BC Public School, in accordance with the Memorandum of Understanding dated November 6, 2009 regarding reciprocal tuition.

- 8.2 British Columbia will provide funding to FNEC to support its participation in provincial processes, and engagement with the Ministry, to support improved First Nation Student outcomes in BC Schools.

## **9.0 REGIONAL REPORTING, MUTUAL ACCOUNTABILITIES AND DATA SHARING**

- 9.1 The Parties are committed to the principles of openness, transparency and accountability to First Nation Students and Parents, wherever the First Nation Student attends school.
- 9.2 The Parties confirm the regional reporting structure in Schedule I [Regional Reporting, Mutual Accountabilities and Data Sharing].

## **10.0 FIRST NATIONS EDUCATION SELF-GOVERNMENT AGREEMENTS**

- 10.1 The Parties acknowledge any First Nation in British Columbia may choose to enter into negotiations and conclude a self-government education agreement pursuant to:
- a) the *First Nations Jurisdiction over Education in British Columbia Act* and become a Participating First Nation, as defined in that Act;
  - b) treaty negotiations; or
  - c) self-government negotiations;

in which case this Agreement will no longer apply with respect to that First Nation, unless otherwise agreed in those negotiations.

- 10.2 This Agreement is not intended to limit the ability or capacity of First Nations to negotiate or exercise jurisdiction in relation to education, such as through an education jurisdiction agreement, a treaty or self-government agreement.
- 10.3 For greater clarity, this Agreement does not affect the ability of FNEC to enter into service agreements directly with treaty or self-governing First Nations in British Columbia that wish to obtain Second-Level Services from FNEC.

## **11.0 IMPLEMENTATION**

- 11.1 The tripartite Oversight Committee established to oversee the implementation of TEFA is hereby continued and will oversee the implementation of this Agreement.
- 11.2 In addition to 11.1, the role of the tripartite Oversight Committee includes the reinforcement of a systemic shift in the provision of education services and programs to First Nation Students, and

reinforcement of a BC-specific approach to the provision of education programs and services to First Nation Students.

- 11.3 For greater certainty, the Oversight Committee is comprised of the following:
- a) for Canada, the Regional Director General, BC Region and the Director General of Education Branch, ISC;
  - b) for British Columbia: the Deputy Minister, Ministry of Education; and
  - c) for FNEC: the President; and
  - d) for FNSA: the President.
- 11.4 The Parties will establish a Tripartite Implementation Working Group to collaborate on the implementation of this Agreement, at the direction of the Oversight Committee.
- 12.0 BC REGIONAL EDUCATION POLICIES AND GUIDELINES**
- 12.1 British Columbia will work with FNEC to develop or amend provincial policy as it affects First Nation Students to achieve the purposes of this Agreement, including improving accountability for First Nation Student outcomes.
- 12.2 For greater clarity, British Columbia will consult with FNEC regarding any contemplated action or decision that may affect the BC First Nations Education System, FNEC or First Nation Schools.
- 12.3 For greater clarity, matters that British Columbia will consult FNEC on under section 12.2 include, but are not limited to:
- a) proposed changes to provincial education policy, legislation, practices or standards that materially affect programs, assessments, teacher certification, graduation requirements, or curriculum offered by FNEC or First Nation Schools;
  - b) reasonable cost access to provincial learning resources; and
  - c) access to provincial bulk purchase initiatives.
- 12.4 To the extent that any proposed development or amendment of provincial policy referred to in 12.2 could affect Canada's obligations under this Agreement, British Columbia and FNEC will provide Canada with an opportunity to review and comment on proposed development or amendment of provincial policy.
- 12.5 Canada will work with FNEC to develop or amend federal policy, practices and guidelines as needed to achieve the purposes of this Agreement.
- 12.6 Canada will consult with FNEC regarding any proposed federal actions or decisions that may affect the BC First Nation Education System, FNEC, or First Nation Schools in British Columbia,

including with regard to any proposed federal action or decisions relating to changes to federal laws, policies, guidelines, data collection mechanisms, or decisions or processes about research in relation to First Nation education in British Columbia.

- 12.7 For greater certainty, Canada will consult FNEESC regarding the matters set out in 12.6 at the earliest opportunity and through effective measures, including in-person meetings and as a standing item on the agenda of each meeting of the Oversight Committee, to ensure such consultation is timely and meaningful.
- 12.8 To the extent that any proposed development of federal education policy, practices and guidelines referred to in 12.5 could affect British Columbia's obligations under this Agreement, Canada and FNEESC will provide British Columbia with an opportunity to review and comment on proposed federal policy, practices and guidelines.
- 12.9 For greater certainty, where there is an inconsistency between this Agreement, or any of its Schedules, and federal education policy, including the Elementary/Secondary Education National Program Guidelines of ISC, this Agreement or the Schedule, as the case may be, will prevail.
- 12.10 The Parties agree that the laws, policies, and processes referenced or contemplated in this Agreement and the Schedules, including the BC First Nations Education Handbook and Funding Estimator, form the BC-specific First Nation education policy framework that supports the implementation of this Agreement and Schedules.

### **13.0 REVIEW**

- 13.1 The Oversight Committee will determine an appropriate process and scope for review of this Agreement, to be conducted mid-way through the term of the Agreement.
- 13.2 For greater certainty, any review of this Agreement will be tripartite and include all Parties.

### **14.0 AMENDMENT**

- 14.1 This Agreement may be amended with the consent of each Party.
- 14.2 Amendments to this Agreement shall be in writing and signed by the authorized representative of each Party, being:
- a) for FNEESC: the President;
  - b) for Canada: the Minister of Indigenous Services; and
  - c) for British Columbia: the Minister of Education.
- 14.3 Notwithstanding 14.2, the Parties agree that amendments to the Schedules to this Agreement shall be signed by the authorized representative of each Party, being:

- a) for FNEESC: the President;
- b) for Canada: the Deputy Minister of ISC or authorized designate; and
- c) for British Columbia: the Deputy Minister of Education.

14.4 The Parties will take the necessary steps to implement an amendment to this Agreement as soon as possible after the Parties have consented to the amendment.

14.5 FNEESC will provide a copy of any amendments to this Agreement to all First Nations in British Columbia.

## 15.0 DISPUTE RESOLUTION

15.1 The Parties will use best efforts to prevent or minimize disputes in relation to the interpretation, application or implementation of this Agreement.

15.2 In the event of a dispute between the Parties arising out of this Agreement, and upon written request of one or more Parties, the Parties will each designate a senior representative to meet and negotiate in good faith with the intention of resolving the dispute quickly and amicably within 5 working days.

15.3 Failing resolution under section 15.2, the Parties will refer the dispute to the Oversight Committee and convene a meeting of the Oversight Committee within 2 weeks, unless otherwise agreed, so that the Oversight Committee members may attempt to negotiate in good faith and resolve the dispute in a timely manner.

15.4 Failing resolution of the dispute by the Oversight Committee, the Parties will refer the dispute to the Assistant Deputy Minister, Education and Social Development Programs and Partnerships, ISC, the Deputy Minister of Education (BC), and the President of FNEESC.

15.5 The Parties acknowledge that:

- a) federal representatives are guided by the *Principles respecting the Government of Canada's relationship with Indigenous peoples* (July 2017); and
- b) provincial representatives are guided by the *Draft Principles that Guide the Province of British Columbia's Relationship with Indigenous Peoples* (Draft May 2018), as may be amended;

and that these apply in the context of this Agreement and in resolving disputes under this section 15.0.

15.6 For greater clarity, a dispute described in 15.2 does not relieve any Party of its obligations under this Agreement or Funding Agreement.

15.7 FNESC agrees to establish a dispute resolution process available to individual First Nations and First Nation Schools to attempt to resolve disputes pertaining to the provision of Second Level Services and other educational programs and services by FNESC to individual First Nations and First Nation Schools.

## **16.0 TERM**

16.1 The term of this Agreement commences on the Effective Date and expires on June 30, 2023, unless extended or renewed in writing by the Parties.

16.2 Not less than eighteen (18) months prior to the expiration of the term set out above, the Parties will meet to discuss the renewal of this Agreement.

## **17.0 GENERAL**

17.1 Nothing in this Agreement is to be construed so as to abrogate or derogate from existing Aboriginal or treaty rights of the First Nation peoples of Canada or the recognition and affirmation of those rights in section 35 of the *Constitution Act, 1982*.

17.2 All schedules to this Agreement are incorporated into this Agreement and form an integral and binding part of it.

17.3 Headings and sub-headings used in this Agreement are for reference purposes only and should not have any effect on the interpretation of the Agreement.

17.4 In the event of an inconsistency or conflict between this Agreement and federal education policy or guidelines of general application, the provisions of this Agreement shall prevail to the extent of the inconsistency or conflict.

17.5 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.

17.6 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 e-mail or 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  
Indigenous Services  
10 Wellington Street  
OTTAWA ONTARIO K1A 0H4  
Fax: (819) 953-4941  
E-mail: [aadnc.education.aandc@canada.ca](mailto:aadnc.education.aandc@canada.ca)

BRITISH COLUMBIA:  
Minister of Education  
Parliament Buildings  
PO Box 9044 Stn Prov Govt  
VICTORIA, BRITISH COLUMBIA V8W 9E2  
Fax: 250-356-0948  
E-mail: [educ.minister@gov.bc.ca](mailto:educ.minister@gov.bc.ca)

FNESC:  
President, FNESC  
Suite 113, 100 Park Royal  
WEST VANCOUVER, BRITISH COLUMBIA V7T 1A2  
Fax: (604) 925-6087  
Email: [janh@fnesc.ca](mailto:janh@fnesc.ca)

- 17.7 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;
  - c) if sent by e-mail during business hours on a business day, upon the sender receiving confirmation of receipt from the recipient, and if not transmitted during business hours, upon the commencement of business on the next business day; or
  - d) 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.
- 17.8 This Agreement may be signed in counterparts.

IN WITNESS WHEREOF the Parties have executed this Agreement as set out below:

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA**, as represented by the Minister of Indigenous Services

---

Honourable Minister Jane Philpott

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA**, as represented by the Minister of Education

---

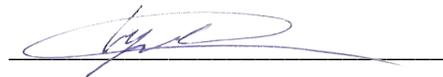
Honourable Minister Rob Fleming

IN SUPPORT of the execution of this Agreement by the Parties:



Colleen Austin, President  
First Nations Schools Association

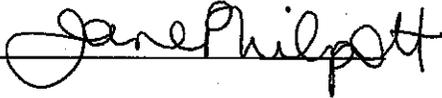
**FIRST NATIONS EDUCATION STEERING COMMITTEE**, as represented by



Tyrone McNeil, President

IN WITNESS WHEREOF the Parties have executed this Agreement as set out below:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented  
by the Minister of Indigenous Services



Honourable Minister Jane Philpott

HER MAJESTY THE QUEEN IN  
RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as  
represented  
by the Minister of Education

---

Honourable Minister Rob Fleming

FIRST NATIONS EDUCATION STEERING  
COMMITTEE, as represented by

---

Tyrone McNeil, President

IN SUPPORT of the execution of this Agreement by the Parties:

---

Colleen Austin, President  
First Nations Schools Association

IN WITNESS WHEREOF the Parties have executed this Agreement as set out below:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by the Minister of Indigenous Services

---

Honourable Minister Jane Philpott

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister of Education



Honourable Minister Rob Fleming

IN SUPPORT of the execution of this Agreement by the Parties:

---

Colleen Austin, President  
First Nations Schools Association

FIRST NATIONS EDUCATION STEERING COMMITTEE, as represented by

---

Tyrone McNeil, President

# Schedules

BC Tripartite Education Agreement (2018)

Schedule A	THE BC FIRST NATIONS EDUCATION SYSTEM
Schedule B	DEFINITIONS
Schedule C	SECOND AND THIRD LEVEL SERVICES
Schedule D	SPECIAL EDUCATION FOR FIRST NATION STUDENTS ATTENDING FIRST NATION SCHOOLS
Schedule E	LANGUAGE AND CULTURE
Schedule F	GRADUATION CREDENTIAL
Schedule G	TRANSPORTATION FOR FIRST NATION STUDENTS ATTENDING BC PUBLIC SCHOOLS
Schedule H	LOCAL EDUCATION AGREEMENTS
Schedule I	REGIONAL REPORTING, MUTUAL ACCOUNTABILITIES AND DATA SHARING
Schedule J	TRIPARTITE FUNDING PROTOCOL AND PROCEDURES ("FUNDING PROTOCOL")
Schedule K	BC FIRST NATIONS EDUCATION FUNDING MODEL OVERVIEW OF COMPONENTS



Cover image: Laaty James, Sen Pok Chin School

## SCHEDULE A

### THE BC FIRST NATIONS EDUCATION SYSTEM

First Nations in British Columbia have worked for decades to increasingly exercise First Nations control of First Nations education through the development and operation of what has become the BC First Nations Education System – a system that prioritizes First Nations languages, cultures, values, and traditions, and a commitment to quality education and successful student outcomes. The System respects each First Nation’s inherent authority over the education of their students, and is built upon innovative education theories and research, using evidence-based decision-making to design and implement practical approaches to culturally relevant education programs and services. The System is evolutionary in nature, responding to student needs, data, emerging trends, and the changing legal and political landscape.

BC First Nations have consistently advocated that First Nation learners, at all levels of education, must have access to educational opportunities that:

- ensure that they are confident in their self-identity, their families, their communities and traditional values, language and cultures.
- give them the skills they need to thrive in contemporary society, including 21st century technological skills.
- prepare them to access any opportunities they choose for higher learning, employment and life choices.

The System is a distinct, regional model designed to support all K4-12 and post-secondary First Nation Students, wherever they live and attend school, while respecting the diversity of the Nations. It is premised on providing the best supports for those students through advocacy, policy development, quality program and service delivery, and responsiveness to relevant and quality data. The System includes standards and processes to address core matters, such as relevant curriculum, quality instruction, teacher and principal professional development, rigorous school reviews and certification, and supporting students with special needs. To ensure accountability, the System focuses on reliable and high quality data collection, analysis and reporting in order to inform ongoing efforts. This includes reporting to parents as a key accountability mechanism. The First Nations Education Steering Committee, working with the First Nations Schools Association, provides collectively organized second and third level services and economies-of-scale, and serves to deliver a unified voice and common approach for First Nations education in BC.

As of 2018, there are 131 First Nation Schools, owned and operated by First Nations who direct how education programs and services are delivered in a culturally relevant manner (of those First Nation Schools, 29 have opted also to be BC-certified independent schools.) Approximately 4,925 First Nation Students attend First Nation Schools in BC, where there exist partnerships, processes and mechanisms to

support those First Nation Students toward successful outcomes. Approximately 7,270 First Nation Students attend BC Public Schools, and 675 attend BC Independent Schools located off-reserve. Many First Nation Students move between First Nation Schools and BC Schools, necessitating collaboration to ensure compatibility between the systems in support of those First Nation Students.

In this regard, fundamental components of the System are tripartite and bilateral relationships between First Nations and the federal and provincial governments that focus on collaboration to address the historical legacy of colonialism, and the persistent jurisdictional complexities of educating a mobile First Nation student population. These relationships have evolved through a series of arrangements and agreements, including the 2006/07 package of First Nations Education Jurisdiction agreements (and associated federal and provincial legislation), as well as the 2012 Tripartite Education Framework Agreement (TEFA) that introduced a new regional funding model focused on elevating funding for the education of First Nation students to comparable funding for non-First Nation students, with adaptations to respond to unique needs of First Nation Students, First Nation Schools and communities, and supported by BC-specific policies and guidelines. In addition, working relationships have been established among key education partners to maximize opportunities to make systemic improvements to support First Nation learners. These efforts are further informed by commitments of the federal and provincial governments to implement the *United Nations Declaration on the Rights of Indigenous Peoples*, the Truth and Reconciliation Commission Calls to Action for reconciliation, and to rights recognition and implementation.

## SCHEDULE B

### DEFINITIONS

For purposes of this Agreement and the Schedules, the Parties agree that the following definitions apply:

- (a) **“1701 Information”** means the data collected pursuant to the 1701 Instructions from school districts by the Ministry and used in the calculation of Full Time Equivalent (FTE) students for BC Public Schools;
- (b) **“2016 Funding Agreement”** means funding agreement between Canada and British Columbia, dated August 26, 2016, with a term of April 1, 2016, to March 31, 2026, to which the Tripartite Tuition Letter among the Parties (dated November 29, 2017) is appended, and which rescinds and replaces the bilateral master tuition agreement between Canada and British Columbia, dated March 23, 2004;
- (c) **“Aboriginal Education Council”** means a council established by a board of education or school district, comprised primarily of representatives from First Nations within the school district, to provide advice to improve outcomes for Aboriginal students;
- (d) **“Agreement”** means the BC Tripartite Education Agreement: Supporting First Nation Student Success entered into by the Parties effective on July 1, 2018, which renewed and replaced TEFA.
- (e) **“1701 Instructions”** means the document published annually by the Ministry to guide school districts in collecting the 1701 Information;
- (f) **“BC Assembly of First Nations”** means the society under the *Society Act* (BC), whose mandate is to advance the rights and interests of First Nations people in British Columbia; restore and enhance the relationship among First Nations people in British Columbia, the Crown and the people of Canada; develop and promote policies and resources for the benefit of First Nations; and work in coalition with other organizations to advance the rights and interests of Indigenous People;
- (g) **“BC First Nations Education Funding Handbook”** means the funding manual that sets out the funding formula to calculate funding for First Nation Students attending First Nation Schools, as amended from time to time;
- (h) **“BC First Nations Education Funding Model”** means the approach set out in section 6.0 of the Agreement, and described in Schedule J [Funding Protocol], and Schedule K [BC First Nations Education Funding Model – Overview of Components], for federal funding for K4-12 First Nations education in BC;
- (i) **“BC First Nations Education System”** means the education system described in Schedule A.

- (j) **“BC Independent School”** means independent schools regulated by the *Independent School Act* (BC), but does not include First Nation Independent Schools;
- (k) **“BC Public School”** means all public schools in British Columbia providing kindergarten to grade 12 education, but does not include BC Independent Schools or First Nation Schools;
- (l) **“BC Schools”** means BC Public Schools and BC Independent Schools;
- (m) **“Estimator Tool”** means a calculator that determines the funding allocation for a First Nation based on the BC First Nations Education Funding Model and First Nation Student enrolment;
- (n) **“First Nation”** means a Band within the meaning of the *Indian Act*;
- (o) **“First Nation Independent School”** means a school located on-reserve and operated and administered by one or more First Nations in British Columbia and providing education at one or more of the kindergarten, elementary or secondary levels, and which is regulated by the provincial *Independent School Act*;
- (p) **“First Nation School”** means a school located on-reserve and operated and administered by one or more First Nations in British Columbia, and providing education at one or more of the kindergarten, elementary or secondary levels, and includes First Nation Independent Schools;
- (q) **“First Nation Student”** means a student who is ordinarily resident on reserve in British Columbia and is eligible to be on the Nominal Roll;
- (r) **“First Nation Student Rate”** means the education costs for a First Nation Student attending a BC Public School in a school district, as calculated annually by the Ministry in consultation with FNEC and Canada pursuant to section 8.0 of Schedule J [Funding Protocol], and is based on the funding paid by the Ministry to the board of education pursuant to sections 106.3, 106.4, and 115 of the *School Act* (formerly the “First Nations Billing Rate”);
- (s) **“First Nation Student Transportation Fund”** means the funding paid by Canada to British Columbia to be allocated by the Ministry to boards of education as First Nations Student Transportation Funding;
- (t) **“First Nation Student Transportation Funding”** means the funding paid by Canada to British Columbia to be used only for the provision of transportation services to First Nation Students attending BC Public Schools, as set out in Schedule G [Transportation for First Nation Students Attending BC Public Schools];

- (u) **“First Nations Educational Outcome Improvement Team”** means a team established pursuant to section 4.16(b) of the Agreement;
- (v) **“First Nations Leadership Council”** means the political executives of the BC Assembly of First Nations, the First Nations Summit and the Union of BC Indian Chiefs;
- (w) **“First Nations Schools Association” or “FNSA”** means the First Nations Schools Association, a society incorporated under the *Society Act* (BC), which supports First Nation Schools in creating effective, nurturing, and linguistically and culturally appropriate education environments that provide students with a positive foundation in all academic areas;
- (x) **“First Nations Summit”** means the society under the *Society Act* (BC), which is comprised of First Nations and Tribal Councils in British Columbia and provides a forum for First Nations in BC to address issues related to Treaty negotiations as well as other issues of common concern;
- (y) **“FNSA School Assessment Process”** means the process for the assessment of First Nation Schools developed and approved by the FNSA, as amended from time to time;
- (z) **“Funding Agreement”** means an agreement between Canada and FNEESC or between Canada and an individual First Nation that includes terms and conditions relating to the provision of federal funding for programs and services;
- (aa) **“Information Sharing Protocol”** means an information-sharing agreement as defined by section 69 of the *Freedom of Information and Protection of Privacy Act*, R.S.B.C. 1996, chapter 165;
- (bb) **“ISC”** means the federal department of Indigenous Services Canada;
- (cc) **“Local Education Agreement” or “LEA”** means an agreement entered into between a First Nation and a school board or independent school authority, to purchase education services for First Nation Students from the school board or independent school authority, using federal funding received from the Department of Indigenous Services Canada;
- (dd) **“Minister”** means the Minister of ISC or the Minister of the Ministry, as the case may be, and **“Ministers”** means both of them.
- (ee) **“Ministry”** means the provincial Ministry of Education, Government of British Columbia;
- (ff) **“Nominal Roll”** means the registry of all eligible elementary and secondary students ordinarily resident on reserve and funded by Canada to attend a band-operated, federal, provincial, or private/independent school. To be eligible for the Nominal Roll, a student must be:

- i. enrolled in a band-operated, federal, provincial, or a private/independent school (including E-learning institutions and Alternative/Outreach schools) recognized by the province in which the school is located as an elementary/secondary institution;
- ii. a school- student aged 4 to 21 years on December 31 of the school year in which funding support is required and enrolled in Kindergarten 4 through grade 12, or an adult student age 18 and over and enrolled in an Adult Graduation Diploma program, on December 31 of the school year in which funding support is required; and
- iii. ordinarily resident on reserve; and

a student who is ordinarily resident on reserve land that is leased is not eligible to be on the Nominal Roll unless that student is a registered Indian.

(gg) **“Operating Grants Manual” or “OGM”** means the document issued by the Ministry that provides a detailed description of the operating grant formula in place for a school year, and which is updated annually and released on or before March 15 every year;

(hh) **"Ordinarily resident on-reserve"** means that the student usually lives at a civic address on reserve, is a child in joint custody who lives on reserve most of the time, or is staying on reserve and has no usual home elsewhere. Students continue to be considered ordinarily resident on reserve if they return to live on reserve with their parents, guardians or maintainers during the year, even if they live elsewhere while attending school or working at a summer job. (In this context, reserves are deemed to include all land set aside by the federal government for the use and occupancy of an Indian band, along with all other Crown lands which are recognized by Canada as settlement lands of the Indian band of which the student is a resident);

(ii) **“Parent”** means, in respect of a student:

- i. the guardian of the person of the student;
- ii. the person legally entitled to custody of the student; or
- iii. the person who usually has the care and control of the student;

(jj) **“Provincial LEA”** means the LEA described in section 2.4 of Schedule H [Local Education Agreements];

(kk) **“Reciprocal Tuition”** means the arrangements under the Memorandum of Understanding dated November 6, 2009 regarding reciprocal tuition reached by FNEESC and the BC Ministry of Education, according to which the Ministry of Education will pay the full tuition costs for off-reserve students attending First Nation schools;

(ll) **“School Year”** means the period beginning on July 1 and ending on June 30 the following year.

- (mm) **“Second and Third Level Services”** means aggregate services provided by FNEESC to First Nations and First Nation Schools, similar to services provided by the British Columbia Ministry of Education and by provincial school boards to BC Public Schools, with specific adaptations to meet First Nations’ unique circumstances, in order to improve efficiency and achieve economies of scale, as set out in Schedule C [Second and Third Level Services];
- (nn) **“Self-Governing First Nations”** means First Nations in British Columbia that have entered into a self-government agreement, final land claim agreement or treaty with the Crown that includes governance provisions with respect to education;
- (oo) **“Student Support Services”** means funding provided to First Nations to support First Nation Students’ access to education services and programs and includes: ancillary student supports; comprehensive instructional student supports; financial assistance; guidance and counselling; and accommodation;
- (pp) **“Technical Review Committee”** means the committee established by the Ministry of Education to review technical issues or questions and to make recommendations to the Ministry pertaining to public school funding methodologies and formulae for operating funding allocations made under the *School Act*, that meets as requested by the Ministry.
- (qq) **“Transportation Capital”** means the funding for the purchase of new or replacement school buses for First Nation schools on reserve.
- (rr) **“Tripartite Education Framework Agreement”** or **“TEFA”** means the agreement entered into by the Parties on January 27, 2012 identifying their respective roles and responsibilities relating to the improvement of educational outcomes for First Nation students in British Columbia, which expired in June 2018;
- (ss) **“Tripartite Tuition Letter”** means the letter agreement signed by the Parties on November 29, 2017 and appended to the 2016 Funding Agreement; and
- (tt) **“Union of BC Indian Chiefs”** means the society under the *Society Act* (BC), which supports the work of Indigenous people, whether at the community, nation or international level, for the recognition of their Aboriginal rights and respect for their cultures and societies.

## SCHEDULE C

### SECOND AND THIRD LEVEL SERVICES

Implementing the BC First Nations Education System requires a range of activities that can be considered as second and third level services:

- **Second level services** include direct supports provided to First Nations communities and schools to help them improve First Nation Student outcomes, such as professional development (e.g. coaching and mentoring), school review and improvement planning initiatives, data management supports, and assistance with information and communications technology capacity.
- **Third level services** include advocacy for systemic change, such as policy development, participation in partnership arrangements with government and provincial-level agencies, negotiations / engagements to determine funding arrangements and create formal agreements, monitoring and oversight of agreements, as well as communications / liaison with First Nations leadership and Parents.

The following sets out in general terms a range of second and third level services provided by FNEESC, working (as applicable) with the FNSA, to support First Nation students in British Columbia. These services are adapted from time to time to respond to First Nation Student, First Nation School and community needs (e.g. as demonstrated by data), emerging trends, and opportunities for improvements and efficiencies.

FNEESC, working with the FNSA, will continue to consult with First Nations and First Nations Schools to design and deliver programs and services to schools and communities, including, but not limited to:

- Activities to further the education capacity of First Nations communities;
- Leadership supports for First Nation School Boards and school principals, such as training, mentoring, and the distribution of relevant materials;
- Professional development supports for teachers;
- Information and Communications Technology services, such as implementing the Data and Reporting User Management System (DRUMS), Connected Classrooms, and a coordinated approach to technical support for schools;
- Language and Culture programming supports, as outlined in Schedule E [Language and Culture];

- Special education supports, as outlined in Schedule D [Special Education for First Nation Students Attending First Nation Schools];
- Local Education Agreement (LEA) supports and materials;
- School assessment and improvement planning assistance programs;
- Curriculum resources and training, as requested;
- Informationsharing and training related to teacher recruitment and retention;
- Parental support activities, as requested;
- Continued work with the K-12 Education Partners and other agencies to improve outcomes for First Nation learners;
- Policy and advocacy efforts to achieve systemic shifts for the benefit of First Nations learners, families, and communities; and
- Research projects and materials development, as requested.

Describing these activities will form the basis of the Annual Report, which – along with audited financial statements – will represent reporting on second and third level services.

## SCHEDULE D

### SPECIAL EDUCATION FOR FIRST NATION STUDENTS ATTENDING FIRST NATION SCHOOLS

#### WHEREAS

- A. Following specific direction from First Nations and First Nation Schools in British Columbia, FNEESC and the FNSA have managed the federal government's High Cost Special Education Program funding for First Nation Schools in the BC Region since the establishment of the program in 2002.
- B. First Nations in BC have consistently directed FNEESC, working with the FNSA, to maintain a program design that emphasizes the provision of funding at the school-level to facilitate direct supports for First Nation Students with special needs, complemented by collective initiatives to create economies-of-scale and increase access to necessary expertise and relevant special education materials ("Special Education Program").
- C. This structure, which has evolved to reflect the growing experience of FNEESC and the FNSA and First Nations in BC, with evidence gathered through the ongoing program implementation, as well as emerging research about promising practices in the field of special education, will be continued through the inclusion of special education funding in TEFA.

#### THEREFORE the Parties agree as follows:

#### 1.0 ROLES AND RESPONSIBILITIES

- 1.1 Under the terms of the Agreement, and in accordance with Schedule J [Funding Protocol], Canada agrees to provide funding for First Nation Students with special education needs who attend First Nation Schools in BC, to be managed by FNEESC, working with the FNSA, as described herein.
- 1.2 FNEESC, working with the FNSA, will:
  - a) Manage the Special Education Program funding under section 2.1, and continue to deliver the Special Education Program, in accordance with the *Special Education Program for First Nations Schools in British Columbia: Description and Procedures Handbook* and as generally described herein; and
  - b) Report annually on the number of students who have an Individual Education Plan (IEP) in place, and the number of First Nation Students who are meeting the goals listed on their IEPs.

1.3 British Columbia will:

- a) work with FNEESC, as well as the FNSA, to ensure that diagnoses and intervention plans for First Nation Students with special needs are recognized when those students transition between the First Nation Schools and BC Public schools; and
- b) involve FNEESC and Canada in any and all reviews of and changes to the Ministry of Education's approach to special education support services for students with special needs.

## 2.0 SPECIAL EDUCATION FUNDING MODEL FOR STUDENTS ATTENDING FIRST NATION SCHOOLS

2.1 Special Education funding for First Nation Students with special needs attending First Nation Schools will be managed as described herein, reflecting the existing program design – which has been formally endorsed by First Nation Schools in BC – and may be adjusted or adapted by FNEESC, with input from the FNSA, from time to time to respond to First Nation Student needs or direction of First Nations.

### a) First Nation School Grants – Base-Plus-Per-Capita Formulated

- i. The majority of the Special Education funding will be allocated to First Nation Schools by FNEESC through school-based grants. To calculate those grants, all First Nation Schools will be provided a base amount of funding, supplemented by a per capita amount to account for differing school sizes.
- ii. For greater clarity, following historic and current practice in implementing the Special Education Program, the Special Education funding may include the provision of funding grants and special education second level services to First Nation Schools that are operated by a First Nation(s) that have a treaty or self-government agreement, including those that may sign education jurisdiction agreements.
- iii. All First Nation Schools will access their Special Education grants from FNEESC through the submission of annual Workplans, which will describe the activities to be undertaken according to the program's eligible expenditures. First Nation Schools will be expected to implement their Special Education activities according to their approved Workplans.
- iv. All First Nation Students who are identified as requiring support through the Special Education Program must have an Individual Education Plan (IEP) – either completed/continuing or in development.
- v. Interim and final reports will be required in February and June of each year.

- vi. Special Education Workplans will also be reviewed and monitored through the FNSA School Assessment Process.

**b) Additional First Nation School Grants for Extraordinary Circumstances**

- i. FNEESC and FNSA will reserve a portion of the Special Education funding for allocation to First Nation Schools that cannot meet the needs of all of their First Nation Students with special needs using their school-based Special Education grant, which will be allocated using a thorough application process.
- ii. First Nation Schools will be required to describe the services provided for all students who are supported using the funding grants for extraordinary circumstances when submitting their interim and final Special Education reports.

**c) Reporting on Special Education Program**

- i. FNEESC will report on Special Education services as set out in Schedule I [Regional Reporting, Mutual Accountabilities and Data Sharing].

**d) Collective Second and Third Level Support Services**

- i. As continually directed by First Nations and First Nation Schools, a portion of the Special Education funding will be retained for collective support services, such as the following:
  - A. Special Education staff members, who will support First Nation Schools with information requests, program implementation, and IEP development;
  - B. Special Education Coaches, who will visit First Nation Schools throughout the province to support school staff and students, depending on funding and time availability;
  - C. Speech language, physical and occupational therapist services, to be allocated through an application process, with service delivery prioritized based upon need and the availability of local services;
  - D. A Coordinated Psycho-Educational Assessments initiative, to enhance access to specialists for relevant student assessments and the identification of necessary interventions for students with specific exceptionalities;
  - E. Assistive technology supports for students, as identified through student assessments and IEPs; and
  - F. Other supports, as directed.

## SCHEDULE E

### LANGUAGE AND CULTURE

#### WHEREAS

- A. The BC First Nations Education System has been created to build upon and reflect First Nations' rights, First Nations languages, cultures, values, and traditions, and First Nations' commitment to quality education and improved students outcomes.
- B. The loss of First Nations languages and cultures that resulted from Canada's colonial history and the limited resources that have been available to address this serious problem has detrimentally affected too many First Nations students' in terms of their self-esteem, self-identity and the health of their families and communities, all of which undermines their school and lifelong success.
- C. Revitalization, preservation and maintenance of languages is integral to the well-being of First Nations communities.
- D. Canada and British Columbia have expressed the priority of, and have made commitments to, the revitalization of Indigenous languages, and to the endorsement and implementation of the UN Declaration, which recognizes First Nations' right of self-determination and right to education rooted in their languages and cultures, and the TRC Calls to Action, which include a number of calls to protect, preserve and promote Indigenous languages.
- E. Canada has publicly committed to pursue the enactment of an Indigenous languages legislation.
- F. British Columbia has invested \$50M over three years toward the revitalization of Indigenous languages.
- G. The Parties acknowledge that First Nations in BC have consistently directed FNESC, working with the FNSEA, to maintain a program design that emphasizes the provision of funding at the school-level to facilitate direct supports for First Nations language and culture in First Nations Schools, complemented by collective initiatives to create economies-of-scale and increase access to necessary expertise and relevant supports.

**THEREFORE the Parties agree as follows:**

#### **1.0 ROLES AND RESPONSIBILITIES**

- 1.1 Under the terms of the Agreement, and in accordance with Schedule J [Funding Protocol], Canada agrees to:

- a) provide funding for First Nation Students for Language and Culture programming, to be managed by FNEESC, working with the FNSA, as described below.

1.2 FNEESC, working with the FNSA, will:

- a) manage the Language and Culture funding provided specifically for Language and Culture programming for students in First Nation Schools according to the model described below; and
- b) report annually on the number of First Nation Students in First Nation Schools receiving Language and Culture instruction; number of hours of instruction in Language provided to First Nation Students in First Nation schools; and number of hours of instruction in Culture provided to First Nation Students in First Nation Schools.

1.3 British Columbia:

- a) recognizes that all students, particularly those of Indigenous ancestry, should have the opportunity to learn an Indigenous language whenever possible, and should do so with the support of the Indigenous community;
- b) is committed to gaining a better understanding of communities' needs for language revitalization initiatives, and of ways that it can support initiatives, particularly those related to Indigenous language learning curriculum, program development, teacher training, professional development, and policy;
- c) will continue to ensure a collaborative, co-created process to support K-12 Indigenous language learning, including consultation with Indigenous language learning educators and experts, Aboriginal communities, and school districts; and
- d) will work with FNEESC:
  - i. to jointly develop any Ministry of Education Indigenous Language Policy and implementation plan;
  - ii. to collect relevant data and jointly assess that data to inform further policy and program development regarding Indigenous languages and cultures;
  - iii. to develop full-course offerings in First Nation languages and implement the educational Calls to Action from the Truth and Reconciliation Commission; and
  - iv. with regard to any and all reviews of, and changes to, standards and policies related to Indigenous language learning in the K-12 public and independent school system.

## 2.0 FIRST NATIONS LANGUAGE AND CULTURE PROGRAMMING MODEL FOR FIRST NATION SCHOOLS

2.1 FNEC, working with the FNSA, will manage funding for First Nations Language and Culture under the Agreement in the following way, with understanding that flexibility will be maintained to adapt and evolve the program with improvements, as needed:

### a) School Grants – Base-Plus-Per-Capita Formulated

- i. The First Nations Language and Culture program funding will be allocated to First Nation Schools through school-based grants. To calculate those grants, all First Nation Schools will be provided a base amount of funding, supplemented by a per capita amount to account for differing school sizes.
- ii. For greater clarity, the Language and Culture funding may include the provision of funding grants and second level services to First Nation Schools that are operated by a First Nation(s) that have a treaty or self-government agreement, including those that may sign education jurisdiction agreements.
- iii. All First Nation Schools will access their Language and Culture grants through the submission of annual Workplans, which will describe the activities to be undertaken according to the program's eligible expenditures. First Nation Schools will be expected to implement their Language and Culture activities according to their approved Workplans.
- iv. Interim and final reports will be required in February and June of each year.
- v. Language and Culture Workplans will also be reviewed and monitored through the FNSA School Assessment Process.

### b) Reporting on School Language and Culture Programs

- i. FNEC will report on Language and Culture as set out in Schedule I [Regional Reporting, Mutual Accountabilities and Data Sharing].

### c) Collective Second and Third Level Support Services

- i. As directed by First Nations and First Nation Schools, a portion of the Language and Culture funding will be retained for collective support services, such as the following:
  - A. Language and Culture Coaches, who will visit schools throughout the province to support school staff and students, depending on funding and time availability;

- B. Regional First Nation Schools Sessions;
- C. Workshops on curriculum development / Language resources for First Nation Schools;
- D. Annual Professional Development for Language Teachers in First Nation Schools; and
- E. A summer institute for First Nation Schools.

## SCHEDULE F

### GRADUATION CREDENTIAL

#### WHEREAS

- A. Under TEFA, British Columbia and FNEC developed and implemented a process to permit a student who has completed an educational program at a First Nations Schools Association-certified school, having achieved learning outcomes substantially comparable to those required for graduation by the Ministry of Education, to be considered for the B.C. Certificate of Graduation (the “Dogwood”).
- B. British Columbia and FNEC are committed to continuing to work collaboratively to implement this process, in accordance with this Schedule.

#### THEREFORE the Parties agree as follows:

#### 1.0 GRADUATION APPROACH

- 1.1 Consistent with existing practice, in order to award students the Dogwood, non-Independent First Nations Schools will meet the following criteria:
  - a) The First Nation School has current First Nations Schools Association (FNSA) Certification, based upon completion of the FNSA School Assessment Process and continued achievement of the FNSA Certification criteria;
  - b) The First Nation School employs teachers with a teaching certificate in good standing issued by a provincial education ministry or a recognized Canadian teacher certification authority;
  - c) The First Nation School’s teachers and staff have undergone a criminal record check if they:
    - i. work with children directly; and/or
    - ii. have, or potentially have, unsupervised access to children;
  - d) The First Nation has applied for Personal Education Numbers (PENs) for all eligible students;
  - e) Permanent Student Records have been established for all eligible students, consistent with the information requirements set out in the Permanent Student Record Order, MO82/09;

- f) The school provides an educational program sufficient to allow students, where applicable, to transfer without academic penalty, at similar levels of achievement, between First Nations Schools and BC Schools; and
- g) Students in the First Nation School have access to an education program that meets graduation requirements set out in the Graduation Program Order, MO 302/04.

1.2 To build on non-Independent First Nations schools' access to the Dogwood graduation certificate, BC will work with FNEESC, and the FNSA, to develop processes empowering students attending those schools to earn credit towards the Dogwood in a variety of ways, such as Board/Authority authorized courses, challenge processes, equivalency, external credentials, and independent directed study. BC recognizes these processes may be different than those in BC Schools, and must be grounded in the principles of the Agreement, including First Nations control of First Nations education.

## 2.0 ROLES AND RESPONSIBILITIES

2.1 Under the terms of the Agreement, and in accordance with Schedule J [Funding Protocol], Canada agrees to provide Second and Third Level Services funding to FNEESC.

2.2 FNEESC, working with the FNSA, will:

- a) support First Nation Schools in accessing the provincial Dogwood / Adult Dogwood Graduation Certificate through the provision of information, the operation of DRUMS, the implementation of the First Nations Schools Assessment and Certification Process, and direct support as requested or required;
- b) on request, and no less than annually, provide the BC Ministry of Education an updated list of FNSA certified schools;
- h) report annually on the number of students graduating from non-Independent First Nations schools who have been awarded a Dogwood Graduation Certificate; and
- i) allocate funding described in 2.1 for:
  - i. the continued operation of the Data Reporting and User Management System (DRUMS), which facilitates necessary information sharing between First Nations Schools and the Ministry; and
  - ii. the continued implementation of the FNSA First Nations Schools Assessment Process, which is required for non-Independent First Nation Schools to meet the requirements for First Nations Students to earn a Dogwood Graduation Certificate.

2.3 British Columbia and FNEESC, working with the FNSA, will:

- a) annually update and disseminate the *Checklist for Non-Independent First Nations Schools Planning to Award Graduating Students the BC Dogwood Graduation Certificate*, as well as the *First Nations School Dogwood Graduation Certificate Process Formatting and Information Pamphlet*;
- b) work together to develop and implement processes to enable students attending First Nation Schools to earn credit towards the Dogwood;
- c) support First Nation Schools in accessing the Dogwood and Adult Dogwood graduation certificates through the operation of the BC Provincial Student Information System, where First Nations have opted to use the Ministry's platform (currently known as 'MyEducation BC');
- d) be involved in any and all reviews of and changes to the Ministry's graduation credentials and approach; and
- e) convene discussions, no later than October 2018, with the intent of developing a process enabling First Nation Schools to access the Adult Dogwood.

## SCHEDULE G

### TRANSPORTATION FOR FIRST NATION STUDENTS ATTENDING BC PUBLIC SCHOOLS

#### WHEREAS

- A. Over the past several years, the Parties have become increasingly aware of concerns regarding the transportation of First Nation students living on reserve who attend BC Public Schools.
- B. During the term of TEFA, the Ministry's funding formula for education as set out in the OGM has included a student location factor, but the Ministry does not target provincial funds to provide transportation or mandate boards of education to provide transportation services.
- C. In spring 2017, FNEESC undertook research involving site visits to 15 First Nations, as well as a survey of all First Nations in the province, in order to better understand related issues and investigate common transportation challenges among First Nations.
- D. Prior to this Agreement, Canada expected transportation services to be provided by boards of education through the student location factor funding included in the First Nations Billing Rate.
- E. FNEESC has identified outstanding transportation issues that have not been addressed within the education funding framework in BC, despite the inclusion of a student location factor in the OGM and the province and local boards of education receiving funding for the student location factor from Canada.
- F. The Parties are committed to developing and implementing effective measures to address existing and future issues arising from the transportation of First Nation Students to BC Public Schools.

#### THEREFORE the Parties agree as follows:

##### 1.0 TRANSPORTATION STRATEGY

- 1.1 The Parties will undertake the steps in this Schedule to fulfill their commitment under section 4.10 of the Agreement to develop and implement a strategy to address and resolve First Nation Student transportation issues.

## **2.0 FIRST NATION STUDENT TRANSPORTATION FUND**

- 2.1 The Parties agree to establish a First Nation Student Transportation Fund to fund the transportation of First Nation Students to BC Public Schools commencing in the 2019/20 School Year.
- 2.2 The base amount for the First Nation Student Transportation Fund for the 2019/20 School Year will be equivalent to the amount of the Student Location Factor in the OGM, paid by Canada to British Columbia or paid by Canada to First Nations to pay to boards of education, in the 2018/19 School Year as determined by the Parties.
- 2.3 Commencing with the 2019/20 School Year:
  - a) Canada will pay the First Nation Student Transportation Fund to BC; and
  - b) British Columbia will allocate and pay the First Nation Student Transportation Fund to school districts by way of a special grant pursuant to section 115 of the *School Act*.
- 2.4 In allocating the First Nation Student Transportation Fund under section 2.3(b), the Minister will impose strict requirements upon boards of education that those funds may only be used for the transportation needs of First Nation Students attending BC Public Schools in accordance with a plan approved by one or more First Nations and the board of education for that school district.

## **3.0 JOINT FIRST NATION STUDENT TRANSPORTATION PLANS**

- 3.1 All boards of education will be required to develop and submit to the Ministry, annually, a Joint First Nation Students Transportation Plan for First Nations served by the board of education, to be jointly signed off with each First Nation needing transportation for their First Nation Students to a BC Public School.
- 3.2 The Parties will establish a tripartite First Nation Student Transportation Committee (the "Committee") to assess the Joint First Nation Student Transportation Plans submitted by each board of education and First Nations. The Committee may consult transportation experts to assist in assessing Joint First Nation Student Transportation Plans.
- 3.3 In considering the Joint First Nation Students Transportation Plans, the Committee shall consider:

- a) whether previous audited financial statements indicate that the annual First Nation Student Transportation Funding has been fully and appropriately expended by the board of education; and
- b) whether the board of education and First Nation have demonstrated consideration of options to find efficiencies and share services where appropriate.

3.4 Upon approval of a Joint First Nation Student Transportation Plan by the Committee, the Ministry will fund the plan from the funding available in the First Nation Student Transportation Fund.

3.5 In the event that a First Nation and board of education determine they need to revise a Joint First Nation Student Transportation Plan and that the revisions require further funding, they may jointly submit a revised plan to the Committee for consideration.

3.6 Subject to clause 5.7 of the Agreement, in the event that the First Nation Student Transportation Fund is not sufficient to fund all Joint First Nation Student Transportation Plans, Canada will fund the necessary increase to the First Nation Student Transportation Fund, and the Ministry will pay that additional funding to boards of education in accordance with the approved Joint First Nation Student Transportation Plan.

#### **4.0 ACCOUNTABILITY**

4.1 The Minister will require boards of education to report on the spending of all First Nation Student Transportation Funding received by the board of education and the spending of the First Nation Student Transportation Funding for each district will be verified using audited financial statements.

4.2 In the event that the First Nation Student Transportation Fund is not fully spent within any year, any remaining portion of the funds shall be carried forward and applied to the transportation of First Nation Students attending BC Public Schools in the following year.

4.3 For boards of education with continuing or emergent First Nation Students transportation issues, or boards of education failing to submit a Joint First Nation Student Transportation Plan, the Ministry will intervene to determine outstanding transportation issues and, as necessary, direct the board of education to address the identified transportation issue with available First Nation Student Transportation Funding in consultation and agreement with the First Nation.

## **5.0 TRANSITIONAL CONSIDERATIONS**

- 5.1 The Parties acknowledge some LEAs include provisions regarding transportation. Boards of education and First Nations with LEAs must submit a Joint First Nation Student Transportation Plan to confirm or ensure that the transportation needs of First Nation Students from such First Nations who are attending a BC Public School are being addressed.
- 5.2 For greater certainty, a board of education and one or more First Nations may submit a Joint First Nation Student Transportation Plan that confirms that transportation of First Nation Students is effectively addressed by an existing LEA, but the Plan must identify the scope of transportation services being provided by the school district and the cost of those services.
- 5.3 The Parties will examine the implications of the Joint First Nation Student Transportation Plans and take measures, as necessary, to support the best integration of the Plans and LEAs.

## **6.0 MONITORING AND REVIEW**

- 6.1 The Parties confirm that the development of Joint First Nation Student Transportation Plans is intended to ensure First Nation Students have transportation to BC Public Schools to improve student attendance and educational outcomes for First Nation Students.
- 6.2 The Parties will review the effectiveness of the strategy outlined in this Schedule after 2 years, or as otherwise agreed by the Oversight Committee, to assess whether the strategy has effectively addressed and resolved transportation issues for First Nation Students attending BC Public Schools and, where necessary, identify and implement improvements and/or further options.

## SCHEDULE H

### LOCAL EDUCATION AGREEMENTS

#### WHEREAS

- A. The Parties are committed to taking actions aimed at improving First Nation Student outcomes and acknowledge that LEAs are one mechanism to increase accountability and to promote and achieve effective working relationships between First Nations and local boards of education, enabling them to work collaboratively to support First Nation Students.
- B. FNESC has worked for years to develop an LEA toolkit, comprised of template agreements, letters and other tools, to assist First Nations to negotiate and implement effective LEAs.

#### THEREFORE the Parties agree as follows:

##### 1.0 PURPOSE

- 1.1 The Parties will undertake the steps set out in this Schedule to fulfill their commitment under section 4.12 of the Agreement to develop and implement a strategy, and related policies, to support the negotiation and implementation of Local Education Agreements (LEAs) between First Nations and boards of education or BC Independent Schools, by June 2019.

##### 2.0 ROLES AND RESPONSIBILITIES

- 2.1 By October 2018, the Parties will develop guiding principles to apply to the negotiation, interpretation and implementation of LEAs in British Columbia, and to inform legislative and policy review and changes to support LEAs, which will include, but not be limited to:
  - a) Recognition of the central role of First Nations in the education of their students;
  - b) Acknowledgement that LEAs are more than a mere financial transaction but, rather, a core shared accountability mechanism for both First Nations and boards of education regarding First Nations education in the BC Public Schools;
  - c) Acknowledgement that LEAs are an important mechanism to facilitate relationship-building, from negotiation through to ongoing implementation;
  - d) Acknowledgement of the importance of timely and relevant data to inform decision-making to support First Nation Students;

- e) Recognition of standards in the *United Nations Declaration on the Rights of Indigenous Peoples*; and
- f) Recognition of the Truth and Reconciliation Commission's Calls to Action;

(the "Guiding Principles").

2.2 The Parties will collaborate to identify:

- a) new legislation, or revisions to legislation; and
- b) new policies, and revisions to existing policies;

required to support the negotiation and implementation of LEAs between First Nations and boards of education, and work to develop or revise policies and propose such legislation, consistent with the Guiding Principles to be developed under section 2.1, by June 2019.

2.3 In fulfilling section 2.2, the Parties will endeavour to address and resolve any inconsistencies between federal and provincial policies in order to bring greater clarity to the Parties, and to First Nations and boards of education, in applying those policies (e.g. terminology, definitions).

2.4 Immediately following the execution of the Agreement, and no later than November 2018, British Columbia and FNEESC will develop a Provincial LEA that incorporates the Guiding Principles as substantive commitments, and which will:

- a) serve as a precedent available to First Nations and boards of education; and
- b) apply, at the request of a First Nation, where there is no existing LEA between a First Nation and a board of education.

2.5 Through the provision of funding for Second and Third Level Services, Canada invests in and supports First Nations to negotiate and implement LEAs.

2.6 To encourage and support boards of education to negotiate LEAs, British Columbia will:

- a) invest and implement negotiation and administration support funding to build capacity of boards of education to negotiate and implement LEAs;
- b) jointly convene, with FNEESC, an annual meeting with school districts to educate and share information about:
  - i. the UN Declaration, the TRC Calls to Action, *Tsilhqot'in*, and the *Draft 10 Principles that Guide the Province of British Columbia's Relationship with Indigenous Peoples*;

- ii. LEAs as a mechanism for building relationships, accountability for student outcomes, and contributing to reconciliation between school districts and First Nations; and
    - iii. Other First Nation education topics, as appropriate and in support of furthering the purpose and objectives of the Agreement; and
  - c) explore, identify and implement other mechanisms to share information on LEAs with education stakeholders.
- 2.7 As a key part of the LEA strategy, the Parties will develop and implement a process to monitor the negotiation, conclusion and implementation of LEAs throughout the province, including identifying success stories, implementation challenges and any payment issues.

## SCHEDULE I

### REGIONAL REPORTING, MUTUAL ACCOUNTABILITIES AND DATA SHARING

#### 1.0 FNESC

1.1 FNESC will collect, aggregate and provide aggregate data to Canada and British Columbia on performance indicators as set out in the Funding Agreement between Canada and FNESC. These indicators are:

- a) Percentage of students who meet or exceed grade level expectations for reading for grades K5-7, writing for grades 2-7, and numeracy for grades K5-7;
- b) Student attendance rate of school-age students;
- c) Teacher/student ratio;
- d) Student/computer ratio;
- e) Level of connectivity; and
- f) Administration of standard learning assessments.

1.2 In addition, FNESC will collect, aggregate and provide aggregated data to Canada on:

- a) Number of First Nation Students with Individual Education Plans (IEPs) in place;
- b) Number of First Nations Students who are meeting the goals of their IEP;
- c) Number of First Nation Students receiving Language and Culture instruction;
- d) Number of hours of instruction in Language provided to First Nation Students; and
- e) Number of hours of instruction in Culture provided to First Nation Students.

1.3 FNESC will continue to provide an annual report to Canada on Second and Third Level Services, including financial statement summaries, consistent with the format used in the 2016/2017 FNESC and FNSA Annual Report.

1.4 FNESC will share the data referenced in sections 1.1 - 1.3 with British Columbia.

1.5 FNESC will collect and provide a report to Canada on the number and types of school buses purchased each year using Transportation Capital funding.

## 2.0 BRITISH COLUMBIA

2.1 British Columbia will continue to provide Canada and FNESC with aggregate data on the provision of low incidence high cost special education, as well as the number of Individual Education Plans (IEPs) in place for First Nation Students, no later than July 30<sup>th</sup> of each year.

2.2 Subject to the *Freedom of Information and Protection of Privacy Act*, British Columbia will provide the following aggregate data to FNESC for First Nations Students who attend BC Schools:

- a) percentage of students who are meeting or exceeding expectations for reading, writing and numeracy in grades 4 and 7 in the Foundation Skills Assessment;
- b) participation rates for the Foundation Skills Assessment;
- c) six-year completion rates (provincial and school district level data);
- d) proportion of students awarded a BC School Completion Certificate;
- e) six-year completion rate for students ever enrolled in an Alternate Program;
- f) grades 10 to 12 math course participation rates;
- g) data related to assessments required for graduation purposes; and
- h) attendance.

2.3 British Columbia will continue to release the annual “*How Are We Doing?*” Report by December 10<sup>th</sup> of each year and, consistent with commitments in this Agreement, consult with FNESC with regard to any proposed changes to the structure of the “*How Are We Doing?*” Report.

2.4 British Columbia will add February 28 school enrollment data to the “*How Are We Doing?*” Report to assist in determining and improving student retention.

2.5 Subject to the *Freedom of Information and Protection of Privacy Act*, upon request, the Province will provide First Nation community-specific student data to First Nations to help inform them about their students’ progress, and to inform discussions between the First Nation and the board of education on supporting those students.

2.6 The Ministry of Education will continue to make data available on DataBC.

### **3.0 CANADA**

#### 3.1 Canada will:

- a) provide updates to FNEESC and British Columbia regarding its funding updates in response to changes in the provincial education funding formula, to be captured in updates to the BC First Nations Education Funding Manual;
- b) provide regular updates on its implementation of UN Declaration and the TRC Calls to Action, as it pertains to elementary and secondary education; and
- c) report and ensure transparency on any research, reports and analysis as it pertains to First Nations education that the Government of Canada has initiated.

#### 3.2 Canada will support First Nations to receive annual reporting in regard to First Nation students attending BC Schools, and indicators may include, at minimum:

- a) what education services boards of education are providing in regard to the education funding;
- b) justification for any annual increases to billing rates; and
- c) student outcomes (i.e. learning assessment results and student retention data); and
- d) attendance rates.

### **4.0 FIRST NATIONS**

#### 4.1 The Council of a First Nation provides to Canada the following:

- a) Nominal Roll Student Census Report; and
- b) Annual Education Staff Information Form.

#### 4.2 The Council provides performance indicator data to FNEESC for the following:

- a) percentage of First Nation Students who meet or exceed grade level expectations for reading for grades K5-7, writing for grades 2-7, and numeracy for grades K5-7;
- b) student attendance rates of school-age students;
- c) teacher/student ratio;

- d) student/computer ratio;
- e) level of connectivity; and
- f) administration of standard learning assessments.

4.3 The Council makes available to parents of school-age First Nation Students attending the First Nation School an aggregate outcome report on school performance.

4.4 According to requirements of ISC, First Nations schools will be evaluated once every five years, which shall be addressed through any of the following processes:

- a) an assessment under the School Assessment Process, as administered by the FNSA;
- b) an evaluation conducted in accordance with the *Independent School Act*; or
- c) an alternate form of assessment or evaluation mutually agreed to by the Council and DISC.

## 5.0 DATA COLLECTION AND INFORMATION SHARING

5.1 In fulfillment of section 4.18 of the Agreement, the Parties agree to develop a purposeful approach to the collection, use and sharing of relevant data to further the purpose and objectives of the Agreement, which includes the measures set out herein.

5.2 British Columbia will enter into an Information Sharing Protocol with FNEESC to facilitate the provision of available First Nation Student-specific data to FNEESC, regarding the performance outcomes of First Nation Students attending BC Schools, including, but not limited to the information set out in section 2.2, by December 1, 2018.

5.3 British Columbia and FNEESC will work toward a formalized option of British Columbia entering into Information Sharing Protocols with individual First Nations, on a government-to-government basis, at the request of the First Nation, to facilitate the provision of available First Nation Student-specific data to the First Nation.

5.4 For greater clarity, subject to formalization of the option under section 5.3, British Columbia will continue to provide available First Nation Student-specific data to First Nations, upon request in writing.

5.5 The Parties hereby establish a First Nation Student Data Committee (the "Data Committee") to develop a data collection and information sharing plan that includes:

- a) An environmental scan of currently available data;
- b) Identification of further data required to further the purpose and objectives of the Agreement;
- c) Development and implementation of instruments and processes required to enable or facilitate the sharing of relevant data, as appropriate;
- d) Identification of instruments and/or processes to collect data regarding First Nation students who live off-reserve and attend BC Schools;
- e) Development and implementation of instruments and/or processes for the analysis of data to inform improvements to education program and service delivery to support improved First Nation Student outcomes; and
- f) Any other matters, as agreed.

5.6 The Parties will identify any privacy or other issues that may arise in relation to data collection and sharing, and will develop legislative, policy and/or practice solutions to address and resolve those issues.

## SCHEDULE J

### TRIPARTITE FUNDING PROTOCOL AND PROCEDURES ("FUNDING PROTOCOL")

#### WHEREAS

- A. The matter of education services provided to First Nation Students attending all schools is a matter with respect to which each Party has interest and responsibility.
- B. Historically, Canada and British Columbia entered into a bilateral master tuition agreement with regard to funding for First Nation Students attending provincial public schools, an approach not supported by BC First Nations or FNEESC.
- C. The Parties entered into a tripartite tuition letter dated November 29, 2017 (to rescind and replace the bilateral master tuition agreement between Canada and British Columbia, dated March 23, 2004), which has been scheduled to the funding agreement between Canada and British Columbia, dated August 26, 2016, with a term of April 1, 2016, to March 31, 2026 (the "2016 Funding Agreement").
- D. The Parties further committed to negotiating and concluding, subject to necessary approvals, a new tripartite funding arrangement to permanently replace the master tuition agreement and 2016 Funding Agreement.
- E. The Parties seek to confirm protocol and procedures related to the flow of funding for First Nations education in support of the terms of the Agreement.

#### THEREFORE, the Parties agree as follows:

##### 1.0 PURPOSE

- 1.1 The purposes of this Protocol are to set out agreed funding principles and processes regarding funding for education services and programs for First Nation Students, as described in part 6.0 of the Agreement, which includes:
  - a) the exchange of relevant financial information and data between the Parties, and the use of that information or data, to further the purposes and objectives of the Agreement; and
  - b) other related matters, as agreed.

## **2.0 TRIPARTITE AGREEMENT ON FUNDING FOR FIRST NATION STUDENTS ATTENDING BC PUBLIC SCHOOLS**

- 2.1 The Parties will develop a tripartite funding arrangement in the spirit of, and consistent with, the purpose, principles and objectives of the Agreement, the UN Declaration and the TRC Calls to Action, to permanently replace the master tuition agreement and 2016 Funding Agreement by December 2018.
- 2.2 The Parties agree that the tripartite funding arrangement, once concluded, will form a Schedule to this Agreement.

## **3.0 PRINCIPLES AND OBJECTIVES**

- 3.1 The principles and objectives in the Agreement apply to the implementation of this Protocol.

## **4.0 FUNDING FOR FIRST NATION STUDENTS ATTENDING FIRST NATION SCHOOLS**

- 4.1 Under the terms of the Agreement, Canada agrees to provide funding for First Nation Students attending First Nations Schools in accordance with the BC First Nations Education Funding Model, as set out in the BC First Nations Education Funding Handbook.
- 4.2 Further to section 4.1, and consistent with the jointly developed *Policy Proposal - Transforming First Nations Elementary and Secondary Education* (December 2017), endorsed by Chiefs at the Assembly of First Nations Special Chiefs' Assembly by Resolution #65-2017, Canada agrees that the BC First Nations Education Funding Model will be updated annually to account for additional provincial investments, and that funding levels will be updated within the School Year as new investments are made available from provincial systems, for both:
- a) First Nation Schools; and
  - b) BC Schools.
- 4.3 For greater clarity, funding under section 4.1 is calculated periodically and is based on the Ministry's provincial funding formula, as amended from time to time, which includes:
- a) the formula funding amounts set out in the Operating Grants Manual (OGM) pursuant to section 106.3 and 106.4 of the *School Act*, as amended or replaced from time to time; and
  - b) non-OGM formula funding amounts ("special grants") pursuant to section 115 of the *School Act*, invested into education from time to time; and

includes specific adaptations to address unique or specific First Nation needs.

- 4.4 By April 30 of each year, the Parties will meet to discuss any updates and changes that are made to the OGM and provincial special grants and will jointly determine any adjustments to be made to the BC First Nation Education Funding Model.
- 4.5 For greater clarity, in addition to the funding under section 4.3, the BC First Nation Education Funding Model includes federal funding to FNEESC for Second and Third Level Services, Special Education for First Nation Students Attending First Nation Schools, Language and Culture, Transportation Capital, to support First Nation Students.
- 4.6 The Parties will maintain a BC First Nations Education Funding Handbook and the Estimator Tool for funding for First Nation Students attending First Nation Schools, amended or replaced from time to time, to reflect any changes to the funding for First Nation Students attending First Nation Schools.
- 4.7 Notwithstanding 4.6, the Parties intend that FNEESC will assume full responsibility for maintaining the Estimator tool within the term of the Agreement and, in support of this, Canada will provide relevant data, in a timely manner, to allow for regular updates to the Estimator Tool by FNEESC.
- 4.8 Canada will implement a funding protection mechanism through the BC First Nation Education Funding Handbook, based on the funding protection mechanism in British Columbia's education funding formula, to ensure First Nations are provided with stable, sustainable and predictable funding.
- 4.9 For greater clarity:
- a) Canada will implement a funding protection mechanism based on the provincial OGM funding protection supplement;
  - b) Funding Protection is an additional amount provided to First Nations to ensure that they are protected against any funding decline larger than 1.5% when compared to the previous year;
  - c) Funding protection is determined by comparing the total operating grant, calculated by the BC First Nations Education Funding Model, from the previous School Year to the total operating grant for the current year; and
  - d) Funding protection will provide additional funding in an amount that ensures that the year-to-year decline is no greater than 1.5%; and

- e) Funding Protection will apply to all components of the BC First Nations Education Funding Model as set out in the BC First Nations Education Funding Handbook, with the exception of the non-OGM factor funding amount.

## **5.0 FUNDING FOR FIRST NATION STUDENTS ATTENDING BC PUBLIC SCHOOLS**

- 5.1 Under the terms of the Agreement, Canada agrees to provide funding in accordance with the BC First Nation Education Funding Model for the provision of education services to First Nation Students attending BC Public Schools, and who are included on the approved Nominal Roll, based on the First Nation Student Rate established by the Ministry for the school district within which the First Nation Student attends a BC Public School.
- 5.2 For greater clarity, funding pursuant to section 5.1 shall provide for a First Nation Student to be funded in excess of 1.0 FTE if that First Nation Student is enrolled in more than 8 courses.
- 5.3 Where an LEA is in effect in relation to First Nation Students attending BC Public Schools, Canada will provide funding under section 5.1 to the First Nation to administer under the terms of the LEA.
- 5.4 For greater clarity, an LEA under section 5.3 includes a Provincial LEA, where the First Nation has opted to implement a Provincial LEA under section 7.3 of the Agreement.
- 5.5 Where there is no LEA in effect in relation to the First Nation Students attending BC Public Schools and/or a First Nation has requested that Canada provide funding for First Nation Students attending BC Public Schools directly to British Columbia on behalf of the First Nation, Canada will provide that funding to British Columbia pursuant to the 2016 Funding Agreement or the tripartite funding arrangement under part 2.0 of this Schedule, once concluded to rescind and replace the 2016 Funding Agreement, with all related correspondence being copied to the First Nation.
- 5.6 It is the responsibility of the First Nation and the board of education to address payment or other issues in accordance with the terms of the LEA.
- 5.7 The Parties will maintain funding information and instructions for the implementation of this part 5.0.

## **6.0 FUNDING FOR FIRST NATION STUDENTS ATTENDING BC INDEPENDENT SCHOOLS**

- 6.1 Under the terms of the Agreement, Canada agrees to provide funding for First Nation Students attending BC Independent Schools based on the First Nation Student Rate established by the Ministry for the school district within which the First Nation Student attends a BC Independent School.

- 6.2 Whether there is an LEA in place or not between a BC Independent School and a First Nation:
- a) Canada will flow funds for the relevant First Nation Students directly to the First Nation; and
  - b) The BC Independent School will invoice the First Nation directly for education services.

6.3 It is the responsibility of the First Nation and the BC Independent School to address payment or other issues in accordance with the terms of the LEA.

6.4 The Parties will maintain funding information for the implementation of this part 6.0.

## **7.0 FUNDING FOR OFF-RESERVE STUDENTS ATTENDING FIRST NATION SCHOOLS**

7.1 British Columbia agrees to pay tuition to First Nations in respect of students not ordinarily resident on reserve lands who are enrolled in a First Nation School that has been certified through the FNSA School Assessment Process and who would otherwise qualify for tuition at a BC Public School, in accordance with the Memorandum of Understanding dated November 6, 2009 regarding reciprocal tuition.

## **8.0 PROVINCIAL FUNDING FORMULA AND FIRST NATION STUDENT RATE**

8.1 British Columbia will initiate consultation with FNEC and Canada by December 15 of each year regarding:

- a) the calculation of the First Nation Student Rate prior to its approval by the relevant provincial Assistant Deputy Minister by January 15; and
- b) any proposed changes to the First Nation Student Rate as a result of changes to the Ministry's Budget, the OGM and/or changes in provincial policy;

as set out in the Agreement and this Schedule.

8.2 The Parties agree that, upon establishment of the First Nation Student Transportation Fund, the First Nation Student Rate will not include any funding paid by the Ministry to boards of education for transportation services.

8.3 To meet its commitment in section 8.1, and ensure there is opportunity for meaningful dialogue, British Columbia will convene meetings with FNEC.

- 8.4 British Columbia will invite FNEESC and Canada to participate in any committees or advisory groups or processes that may be established to provide input into, or recommendations on, the provincial funding formula or approach.
- 8.5 British Columbia will include FNEESC as a member of the Technical Review Committee responsible for reviewing and recommending changes to the provincial education funding model.
- 8.6 The Parties acknowledge the Ministry has commenced a funding formula review that may change the current provincial education funding formula and special purpose grants under the *School Act*.
- 8.7 Once the funding review referenced under section 8.6 is complete, the Parties shall meet to examine the implications and impacts of the amended or new provincial funding formula on the Agreement and this Schedule and jointly determine any adjustments to the BC First Nations Education Funding Model.
- 8.8 In determining adjustments to the BC First Nations Education Funding Model under section 8.7, the Parties agree that adjustments will be made with the objectives of:
- a) following the provincial education funding model;
  - b) determining specific adaptations to meet the unique needs of First Nation Students, First Nation Schools and communities; and
  - c) implementing a funding protection mechanism to mitigate any funding losses to First Nations resulting from the adjustments.

## **9.0 FIRST NATION STUDENT COUNT**

- 9.1 The First Nation Students count for purposes of the Nominal Roll will be taken on September 30 of each School Year.
- 9.2 For greater clarity, First Nation Students' number of days in attendance will have no impact on their inclusion on the Nominal Roll.
- 9.3 BC will collect the 1701 Information as at September 30 of each School Year.
- 9.4 The Parties agree to develop and implement a process to ensure that the Nominal Roll enrollment number in each school district matches the 1701 Information enrollment number for First Nation Students in that district, and that the school district and each First Nation having students attend a BC Public School within that district jointly sign off the agreed enrollment by September 30 each year.

- 9.5 The September 30th Nominal Roll enrolment shall be verified by:
- a) the First Nation; and
  - b) the Secretary-Treasurer of the board of education.
- 9.6 Canada agrees to work with FNEC, on an ongoing basis, to update and amend the Nominal Roll to ensure alignment between the determination of the Nominal Roll and the purpose and objectives of the Agreement and this Schedule.
- 9.7 British Columbia agrees to consult with FNEC and Canada regarding changes to the 1701 Instructions.
- 9.8 Further to section 9.7, British Columbia will work with FNEC, on an ongoing basis, to ensure alignment between the 1701 Information and the purpose and objectives of the Agreement and this Schedule.

## **10.0 FUNDING FOR SECOND AND THIRD LEVEL SERVICES**

10.1 Under the terms of the Agreement, Canada agrees to provide funding to FNEC in accordance with the BC First Nation Education Funding Model for the provision of Second and Third Level Services as set out in Schedule C [Second and Third Level Services], and for the management of funding programs to support First Nations schools in providing specific educational services, including funding for:

- a) Activities to further the education capacity of First Nation communities;
- b) Local Education Agreement supports and materials;
- c) Policy and advocacy efforts to achieve systemic shifts for the benefit of First Nations learners, families and communities;
- d) Special Education, as set out in Schedule D [Special Education for First Nation Students Attending First Nation Schools];
- e) Language and Culture, as set out in Schedule E [Language and Culture];
- f) Transportation Capital to purchase new and replacement school buses; and
- g) Technology and connectivity upgrades to support education in First Nation schools; and

for additional programs, as may be negotiated with Canada over time.

10.2 Canada agrees to provide annual funding based on 5.67 percent of total funding provided pursuant to the BC First Nation Education Funding Model as set out in Schedule K [BC First Nation Education Funding Model], with the exception of the Special Education and Language and Culture components.

#### **11.0 OTHER FEDERAL INVESTMENTS IN FIRST NATION EDUCATION**

11.1 Canada and FNEESC agree to develop a process to jointly develop criteria for the existing federal research and innovation program for 2019-20.

11.2 For greater clarity, the development of the criteria under section 11.1 will include all First Nations, or their representatives, and Canada.

11.3 If, during the term of this Agreement, Canada implements additional education programs, services or funding to support First Nations education, FNEESC or BC First Nations will be eligible to participate and benefit from any federal programs or services that complement or supplement those provided in the BC First Nation Education Funding Model.

#### **12.0 TREATY AND SELF-GOVERNING FIRST NATIONS**

12.1 Consistent with section 10.3 of the Agreement, nothing in this Schedule affects the ability of FNEESC to enter into service agreements directly with treaty or self-governing First Nations in British Columbia that wish to obtain Second-Level Services, including Special Education and Language and Culture, from FNEESC.

#### **13.0 BLOCK-FUNDED FIRST NATIONS**

13.1 Canada agrees that, consistent with TEFA, those First Nations that are block-funded may choose to open up their funding agreement to adjust their education funding to benefit from BC First Nations Education Funding Model under the Agreement.

## SCHEDULE K

### BC FIRST NATIONS EDUCATION FUNDING MODEL OVERVIEW OF COMPONENTS

The BC First Nations Funding Model includes the following components as of June 2018, and are to be jointly reviewed and updated as needed and at least annually by the Parties:

#### Funding allocated for First Nation Schools:

1. Basic Allocation
2. Full-day K4
3. Enrolment Decline
4. Significant Enrolment Decline
5. Non-Graduated Adult Students
6. Aboriginal Education
7. English Language Learning Supplement
8. Vulnerable Students
9. Salary Differential
10. Small Community Supplement
11. Low Enrolment/Sparseness Factor
12. Student Location Factor/Transportation
13. Rural Factor
14. Climate Factor
15. Education Plan
16. Non-OGM Factor
17. BCesis
18. Minor Capital
19. Funding Protection
20. Connectivity/Technology
21. Language and Culture:
  - a) Per-FTE rate allocated to First Nations

#### Funding managed by FNEESC:

22. Second and Third Level Services
23. Language and Culture
24. Special Education Program
25. Transportation Capital

#### Federal programs:

26. Student Support Services

Funding for First Nation Students attending BC Schools:

27. Provincial Tuition

- a) Special Education funding is included in the First Nations Student Rate, and includes the regional allocation to the Ministry

28. Private Tuition

Block-Funded First Nations:

29. Block-Funded:

- a) Provincial Tuition
- b) Private Tuition
- c) Student Support Services
- d) Student Transportation
- e) Band School Instruction
- f) Transportation – additional funding for block-funded First Nations
- g) Language and Culture