

ANNOTATED CANADA-FIRST NATION EDUCATION JURISDICTION FUNDING AGREEMENT

	Section	Explanation	References or Links to other Agreements, Plans or Act	Negotiable
	WHEREAS:			
	The Canada-First Nation Education Jurisdiction Agreement provides that the Parties will negotiate an Education Jurisdiction Funding Arrangement;		C-FNEJA, paras. 7.3-7.6	
	NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:			
	PART I - DEFINITIONS	The “definitions” part of the Agreement ensures that the parties have a common understanding of this Agreement by providing greater clarity about the meaning of words and expressions used in the Agreement. This part also assists in the interpretation of the Agreement should questions or disputes arise.		
1.1	In this Agreement:			
	“Agreement” means this Education Jurisdiction Funding Agreement and all its Schedules and Appendices;			No
	“Canada-First Nation Education Jurisdiction Agreement” means the agreement entered into between Canada and the Participating First Nation dated __ __ ____, as amended from time to time;			No

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	“Community Education Authority” means a legally constituted entity established by the Participating First Nation to operate its Education system;	The Community Education Authority is the body that the First Nation may establish under para. 3.1 of the Canada-First Nation Education Jurisdiction Agreement (“C-FNEJA”).		No
	“Education” means education programs and services of a nature generally provided to students enrolled in kindergarten to grade 12;	This definition establishes the scope of “Education” under this Agreement as kindergarten to grade 12. Canada has confirmed to FNESC that this includes both K-4 and K-5 (kindergarten for four and five year olds). However, reciprocal tuition funding from British Columbia will only be available for K-5 and up.		No
	“Education Programs and Services” means the programs and services for which Canada has agreed to contribute funding as set out in Schedule A to this Agreement;	“Education Programs and Services” only includes those ones that Canada agrees to fund. These are set out in Schedule A.		No
	“Effective Date” means the date on which this Agreement comes into effect;	The parties to the Agreement will agree to a date when it will come into effect, which will likely be the same date the C-FNEJA comes into effect.		No
	“Federal Funding” means payments made by Canada to the Participating First Nation under this Agreement to support the delivery of Education Programs and Services;	This definition is a reference to the payments Canada will make to the First Nation pursuant to this Agreement.		No

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	<p>“First Nation Education Law” means a law passed by the Participating First Nation with respect to the operation of its Education system in accordance with the Canada-First Nation Education Jurisdiction Agreement;</p>	<p>This is the law to be passed by the First Nation establishing its own education system, after entering into a C-FNEJA. A model for this law is being developed by FNEJC. The First Nation will be able to adapt the model law to its own circumstances or draft its own law.</p>		No
	<p>“Fiscal Year” means a period that begins on April 1st in one year and ends on March 31st in the following year;</p>			No
	<p>“Generally Accepted Accounting Principles” means the accounting principles generally accepted in Canada and published by the Canadian Institute of Chartered Accountants (CICA) or its successors, and includes revisions to these principles from time to time;</p>	<p>The First Nation must maintain financial records for expenditures made to deliver education programs and services that are in accordance with GAAP.</p>		No
	<p>“Implementation Working Committee” means the committee established under the Canada-First Nations Education Jurisdiction Agreement;</p>	<p>This refers to the committee established to develop the Implementation Plan (Schedule D to the Education Jurisdiction Framework Agreement).</p>	<p>Schedule D to the Education Jurisdiction Framework Agreement.</p>	No
	<p>“Indian” means a person who, pursuant to the <i>Indian Act</i>, is registered as an Indian or is entitled to be registered as an Indian;</p>	<p>This is the same as the definition of “Indian” in the <i>Indian Act</i>.</p>	<p><i>Indian Act</i> definition</p>	No

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	“Indian Family” means married persons living together or persons living together in a marriage-like relationship, with Indian or non-Indian children, where one of those persons is an Indian;	This term is used in section 1 of Schedule A to this Agreement alongside the term “Indian”. It is intended to ensure that all the people living in a household with an “Indian” on First Nation Land are entitled to receive an education provided by the First Nation.		No
	“Initial Fiscal Year” means the period commencing on the Effective Date and ending the following March 31 st ;	This section is intended to capture the period between the Effective Date and the following April 1 for the purposes of calculating a pro-rated payment amount.		No
	“Parties” means the signatories to this Agreement; and	The parties are Canada and the First Nation who signs the Agreement.		No
	“Subsequent Fiscal Years” means the Fiscal Years following the Initial Fiscal Year.			No
	PART II - TERM			
2.1	This Agreement will commence on the Effective Date, and will end on March 31 st of the Fiscal Year in which the Xth anniversary of the Education Jurisdiction Funding Agreement occurs.	This section will determine the length of time this Agreement will be in place and when a renewal of the Agreement will be required. Para 7.3 of the C-FNEJA states that these will be five-year agreements, unless the parties agree otherwise.	C-FNEJA, para 7.3	To be determined
	PART III - FIRST NATION’S RESPONSIBILITIES			

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3.1	The Participating First Nation is responsible for ensuring, either directly or indirectly, the provision of the Education Programs and Services set out in Schedule A of this Agreement.	Schedule A (“Education Programs and Services”) sets out the programs and services to be delivered by the First Nation or its agent and the persons eligible to receive funding for these services.	Schedule A to this Agreement	No (Section is not negotiable, but Schedule A is negotiable)
3.2	Education Programs and Services provided by the Participating First Nation or any agent or contractor shall be delivered in compliance with Participating First Nation Education Laws and any applicable federal or provincial law.	This section requires the First Nation to ensure that education programs and services are delivered in accordance with applicable federal and provincial laws and the First Nation’s education laws.		No
3.3	The Participating First Nation is responsible for ensuring that the delivery of Education within its school system meets the standards that will ensure the ability of students to move freely between its Education system and the public school system.	This is the issue referred to as “transferability”. This section commits the First Nation to ensuring it provides education to students that meets standards that will allow students to move easily between its education system and public schools. This section is consistent with the current requirements in education program guidelines.	C-FNEJA, para 2.6	No
3.4	The Participating First Nation is responsible for maintaining in good order all Education facilities and equipment and for the replacement of the equipment for the Education Programs and Services.	This section is intended to make it clear that the operation and maintenance of schools and equipment becomes a responsibility of the First Nation as part of this Agreement. This Agreement does not address funding for capital projects.		No

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3.5	The Participating First Nation is entitled to retain any unexpended Federal Funding. The Participating First Nation is responsible for any expenditure in excess of the funding provided to it under this Agreement.	The First Nation may retain any unspent funds, but is also responsible for any expenditures that exceed the amount it has received.		No
	PART IV – FEDERAL FUNDING			
4.1	<p>Subject to the terms of this Agreement, Canada shall make payments to the Participating First Nation as follows:</p> <ul style="list-style-type: none"> a) subject to 4.1(b), the transfer payments will equal the Federal Funding amount set out in Schedule B for Education Programs and Services; b) if the Effective Date is not April 1 of the Initial Fiscal Year, then the Federal Funding amount in section 4.1(a) will be adjusted in accordance with Schedule B to this Agreement; and c) for each Subsequent Fiscal Year, the payment will equal the Federal Funding amount set out in Schedule B for the Fiscal Year for Education Programs and Services. 	This section explains how payments from Canada to the First Nation will be pro-rated to reflect that the first period covered by the Agreement may be less than a full year.		No

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4.2	<p>The transfer payments to the Participating First Nation referred to in section 4.1 will be made by Canada in the following manner:</p> <p>a) for the Initial Fiscal Year, in respect of Education Programs and Services listed in Schedule A to this Agreement, within 10 working days of the Effective Date in accordance with section 4.2(b);</p> <p>b) Note: Cash flow to be inserted here</p>	<p>This section sets out the manner in which Canada will deliver the funds to the First Nation.</p> <p>A cash flow must be attached to this Agreement as Schedule B.</p>	<p>Schedule B to this Agreement – Cash Flow and Adjustment Procedures</p>	<p>a) No</p> <p>b) Yes</p>
	PART V: GENERAL PROVISIONS			
	Exceptional Circumstances			
5.1	<p>In any situation where the Parties agree that exceptional circumstances arise which create financial pressures that would significantly impair the ability of the Participating First Nation to meet its obligations set out in this Agree-, the Parties will, at the request of the Participating First Nation:</p> <p>a) meet as soon as possible to review the exceptional circumstances and the impact on ability of the Participating First Nation to meet its obligations;</p>	<p>This section sets out a process for Canada and the First Nation to discuss the fiscal implications of exceptional circumstances related to obligations in this Agreement.</p>		<p>No (the section itself is not negotiable, however the First Nation may be able to renegotiate this Agreement in exceptional circumstances).</p>

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	b) review potential funding sources or other assistance available to the Participating First Nation to meet its obligations; and c) decide what steps, if any, may be required by the Parties to address the impact of exceptional circumstances on the ability of the Participating First Nation to meet its obligations.			
5.2	For further clarification, section 5.1 is intended to address exceptional circumstances that were not reasonably foreseeable at the time this Agreement was entered into and which have a significant impact on Participating First Nation’s ability to perform its obligations under this Agreement.	This section is intended to emphasize the exceptional nature of the circumstances contemplated in section 5.1. This section confirms that only circumstances which: <ul style="list-style-type: none"> • were “not reasonably foreseeable” when the Agreement was entered into; and • have a “significant impact” on the First Nation’s ability to perform its obligations qualify as “exceptional.”		No
	Accountability			
5.3	The Participating First Nation will be accountable for the delivery of Education Programs and Services in accordance with the system of financial administration required	Sections 5.3 – 5.7 set out the areas of accountability for the First Nation with regard to the delivery of education programs and services.		No

	Section	Explanation	References or Links to other Agreements, Plans or Act	Negotiable
	under First Nation Education Laws and federal or provincial laws.			
5.4	The Participating First Nation will provide program reports to Canada in accordance with the procedures set out in Schedule C to this Agreement.	This section identifies the reporting requirements. The reports which the First Nation must provide to Canada are set out in Schedule C.	Schedule C of this Agreement – Reporting Procedures	No
5.5	Where the Participating First Nation engages an agent or authorizes a contractor to deliver Education Programs and Services on its behalf, the Participating First Nation will remain liable to Canada for performing its obligations under this Agreement.	While the First Nation may contract out the delivery of education programs and services, the First Nation remains responsible for the delivery of those programs and services.		No
5.6	All accounts and financial statements required to be prepared under this Agreement will be maintained and prepared in accordance with Generally Accepted Accounting Principles.	This section identifies the standards for accounting and financial statements prepared under this Agreement.		No
5.7	The Participating First Nation will: a) within one hundred and twenty (120) days following the end of each Fiscal Year provide Canada with consolidated audited financial statements for the Fiscal Year prepared to a comparable standard to that generally accepted for governments in Canada; and	This section sets out the process for ensuring that audited financial statements are completed in a timely fashion. The requirements are similar to those in other DIAND funding arrangements (e.g. must provide audited financial statements within 120 days of the fiscal year end).		No

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	b) where the Participating First Nation transfers funds to an agent or contractor under section 5.5 to deliver Education Programs and Services, the Participating First Nation will ensure that adequate procedures are in place with that agent or contractor to establish program and financial accountability for those funds, including the provision of a financial audit, as appropriate.	If the First Nation hires a contractor to deliver education programs and services, they must be sure that they obligate them to meet financial accountability standards, so the First Nation can meet its obligations under this Agreement.		
	Information Exchange			
5.8	The Parties will share at no cost to each other and in a timely manner, information that is reasonably required from time to time for purposes of implementation, monitoring, and renewal of this Agreement. The sharing of this information is in addition to the reporting obligations set out in the Schedule A to this Agreement.	This section requires the parties to cooperate in the sharing of relevant information.		No
5.9	At the written request of Canada, the Participating First Nation will provide copies of any reports prepared by the Participating First Nation, or its agent or contractor, in relation to the delivery of Education Programs and Services and the achievements made by students receiving Education Programs and	This section sets out the process for Canada to request any additional information gathered by the First Nation with regard to the delivery of educational services.		No

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	Services.			
5.10	<p>The Parties will collect, share and disclose information on Education Programs and Services under this Agreement in a manner that:</p> <p>a) ensures the confidentiality of that information to the same extent as applies generally to other governments exchanging similar types of information in Canada; and</p> <p>b) is in accordance with all other applicable federal or provincial law pertaining to the safeguarding of information of individuals.</p>	<p>This section sets out basic principles for managing information. It is intended to ensure that confidential information is protected and that applicable federal and provincial laws are met.</p>	<p>Federal and provincial legislation with regard to privacy, access to information, etc.</p>	No
	Subsequent Education Jurisdiction Funding Agreement			
5.11	<p>Not later than eighteen (18) months prior to the end of term of this Agreement, or earlier if the Parties agree, the Parties will meet and attempt to reach agreement, in accordance with the Canada-First Nations Education Jurisdiction Agreement, on a subsequent Education Jurisdiction Funding Agreement.</p>	<p>This section sets out the process for renewing the Agreement. The process must begin at least 18 months before the Agreement ends.</p>	C-FNEJA, para. 7.3	No
5.12	<p>During the negotiations on the subsequent Education Jurisdiction</p>	<p>The First Nation can seek to expand the scope of the education programs</p>		No

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	Funding Agreement, the Participating First Nation will notify Canada of any additional Education programs or services that it wishes to have included in a subsequent Education Jurisdiction Funding Agreement.	and services it delivers through the renewal of a subsequent C-FNEJFA.		
5.13	<p>If the Parties do not reach agreement on a subsequent Education Jurisdiction Funding Agreement, by the end of the original term of this Agreement:</p> <p>a) this Agreement shall continue in effect on the same terms and conditions for a period of twenty-four months after the end of the original term of this Agreement or until such time as the Parties reach agreement on a subsequent Education Jurisdiction Funding Agreement, whichever happens first; and</p> <p>b) Federal Funding provided by Canada during the period in section 5.13(a) will be adjusted in accordance with adjustors for the Fiscal Year in which the Agreement originally expired.</p>	This section contemplates an automatic extension of up to two years of the existing Agreement to allow the parties to complete negotiations of a subsequent agreement.		No
	Disputes Under The Agreement			
5.14	In the event that a dispute arises between the Parties regarding the	This sections that follow provide an optional process for resolving		No

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	interpretation, implementation, or fulfillment of a provision of this Agreement, the Parties may choose to resolve the dispute in the manner set out below.	disputes related to any aspect of this Agreement or its schedules.		
5.15	<p>In the event a Party is of the opinion that a dispute exists between it and the other Party, that Party may invoke the dispute resolution process provided for in this Agreement by giving the other Party written notice setting out:</p> <p>a) that the Party giving notice wishes to refer the dispute to the dispute resolution process provided for in this Agreement; and</p> <p>b) a concise summary of the nature of the dispute.</p>	Sections 5.15 and 5.16 set out an informal dispute resolution process.		No
5.16	Upon receiving the notice under section 5.15, the other Party will participate in informal discussions and attempt to resolve the dispute.			No
5.17	As a general principle, the Parties desire and expect that a dispute arising from this Agreement will be resolved by informal discussion between them.			No
5.18	Subject to section 5.19, where the Parties are unable to resolve the dispute through informal discussion	If the parties are unable to resolve a dispute through the process outlined in sections 5.15 and 5.16, the parties	C-FNEJA Part IX – Dispute Resolution	No

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	within 45 days of the notice being sent under section 5.15, or a longer period if the Parties agree in writing, the Parties may refer the dispute for resolution in accordance with the dispute resolution provisions in the Canada-First Nation Education Jurisdiction Agreement and, for greater certainty, the dispute will be considered to be a dispute for the purposes of those provisions.	may use the process set out in the C-FNEJA.		
5.19	For greater certainty, disputes arising under this Agreement may not be referred to and finally resolved by arbitration under the Dispute Resolution provisions under the Canada-First Nation Education Jurisdiction Agreement.	While the parties can make use of the process set out in the C-FNEJA in resolving disputes pursuant to this Agreement, they cannot refer these disputes to arbitration.		No
	Default and Remedies			
5.20	A Party will be in default of this Agreement in the event: a) that a Party breaches any provisions of this Agreement or fails to fulfill any of its obligations as set out in this Agreement; or b) that a Party gives or makes a representation, statement or report, required under this Agreement, that it knows or reasonably ought to know, is	This section provides an explanation of when a party will be in “default”, i.e. when a party is in breach of this Agreement or makes false statements about an important matter related to this Agreement.		No

	Section	Explanation	References or Links to other Agreements, Plans or Act	Negotiable
	false in any material way.			
5.21	Where there is an alleged default of this Agreement, the Party alleging the default shall notify the other Party of the alleged default and the circumstances giving rise to the alleged default.	This section compels the parties to notify one another if they suspect a default and they must provide a description of the suspected default.		No
5.22	<p>A Party that receives a notice of default under section 5.21 shall, within thirty (30) days of receipt of the notice, notify the other Party, of one of the following:</p> <ul style="list-style-type: none"> a) that it has remedied the default, including a description of the remedial action taken or being taken; or b) that it disagrees that a default has occurred, in which case the issue shall be referred to the dispute resolution provisions set out in sections 5.14 through 5.19. 	This section sets out the process for responding to a notice from the other party of a suspected default.		No
5.23	Where Canada has given notice of breach to the Participating First Nation and the process referred to in section 5.22(b) has not been successful in resolving the dispute, Canada may, in addition to any other remedies available to it, hold back from the Federal Funding otherwise payable under this Agreement, such amount as	Where the parties have not been able to resolve a dispute using the processes available, Canada has the option of withholding further funding pursuant to this Agreement.		No

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	Canada may determine corresponds to the default.													
5.24	A Party that gives notice of a default under section 5.21 may at any time waive the default, in which case the default is waived for both Parties for all purposes.	The party who originally gave notice of the default may withdraw that notice as a way of indicating the default has been resolved.		No										
	Schedules to Agreement													
5.25	<p>The following Schedules are attached to and form part of this Agreement:</p> <table border="0"> <thead> <tr> <th data-bbox="306 740 401 769">Schedule</th> <th data-bbox="499 740 663 769">Description</th> </tr> </thead> <tbody> <tr> <td data-bbox="306 792 327 821">A</td> <td data-bbox="405 792 730 850">Education Programs and Services</td> </tr> <tr> <td data-bbox="306 873 327 902">B</td> <td data-bbox="405 873 758 932">Cash Flow and Adjustment Procedures</td> </tr> <tr> <td data-bbox="306 954 327 984">C</td> <td data-bbox="405 954 695 984">Reporting Procedures</td> </tr> <tr> <td data-bbox="306 1006 327 1036">D</td> <td data-bbox="405 1006 747 1065">One-Time Implementation Activities and Procedures</td> </tr> </tbody> </table>	Schedule	Description	A	Education Programs and Services	B	Cash Flow and Adjustment Procedures	C	Reporting Procedures	D	One-Time Implementation Activities and Procedures	The four Schedules are part of this Agreement.		No
Schedule	Description													
A	Education Programs and Services													
B	Cash Flow and Adjustment Procedures													
C	Reporting Procedures													
D	One-Time Implementation Activities and Procedures													
	Amendment													
5.26	Any amendment to this Agreement must be in writing and be executed by Canada and the Participating First Nation.			No										
	No Implied Waiver													
5.27	No term or condition of this Agreement, or performance by a	This section requires that any waiver (i.e. letting the other party “off the		No										

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	Party of a covenant under in this Agreement, will be deemed to have been waived unless the waiver is in writing and signed by the Party giving the waiver.	hook”) made in connection with this Agreement be set out in writing and signed by the party giving the waiver. This ensures that the parties are certain about their obligations and responsibilities under this Agreement and does not allow for an implied waiver of provisions or obligations under this Agreement.		
5.28	No written waiver of a term or condition of this Agreement, of performance by a Party of a covenant in this Agreement, or of default by a Party of a covenant under this Agreement, will be deemed to be a waiver of any other covenant, term or condition, or of any subsequent default.	This section makes it clear that a waiver must be specific and will not affect any other aspects of the Agreement. A waiver of one provision or obligation is not considered a waiver of another or subsequent one.		No
	Interpretation of Agreement	These sections set out the rules for the interpretation of this Agreement.		
5.29	In this Agreement: a) unless it is otherwise clear from the context, “including” means “including, but not limited to”, and “includes” means “includes, but is not limited to”; b) headings and subheadings are for convenience only, do not form a part of this Agreement and in no way define, limit, alter or enlarge the scope or meaning of any provision of this	The “interpretation” section provides further clarification of the meaning of some general terms in the Agreement in order to ensure the parties share a common understanding. This section also assists in the interpretation of the Agreement should questions or disputes arise.		No

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	<p>Agreement;</p> <p>c) a reference to a statute includes every amendment to it, every regulation made under it and any law enacted in substitution for it or in replacement of it;</p> <p>d) a reference to an agreement that is included as a schedule to this Agreement includes every amendment to it and every agreement made in substitution for it or in replacement of it;</p> <p>e) unless it is otherwise clear from the context, a reference to a Schedule means a Schedule to this Agreement;</p> <p>f) unless it is otherwise clear from the context, the use of the singular includes the plural, and the use of the plural includes the singular; and</p> <p>g) all accounting terms have the meanings assigned to them under Generally Accepted Accounting Principles.</p>			
	Nature of Agreement			
5.30	<p>This Agreement is not a treaty or a land claim agreement, and does not recognize or affirm aboriginal or treaty rights, within the meaning of sections 25 and 35 of the</p>	<p>This section clarifies the nature of this Agreement. It is not a treaty or a land claims agreement referred to in sections 25 & 35 of the <i>Constitution Act, 1982</i>. Rights under a treaty or land claims agreement have special</p>		No

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	<i>Constitution Act, 1982.</i>	protections under the <i>Constitution Act, 1982.</i>		
	Further Assurances			
5.31	The Parties will execute any other documents and do any other things that may be necessary to carry out the intent of this Agreement.	By entering into this Agreement the parties are committing to completing all other requirements to bring it into effect.		No
	Time of the Essence			
5.32	Time is of the essence in this Agreement.	This section means that the parties are expected to meet the timelines set out in this Agreement. A party that misses a timeline will be in breach of the Agreement.		No
	Severability			
5.33	If any part of this Agreement is declared or held invalid for any reason, the invalidity of that part will not affect the validity of the remainder that will continue in full force and effect and be construed as if this Agreement had been executed without the invalid portion.	This section provides an assurance that if an error or omission is found in this Agreement it doesn't undermine the entire Agreement and the rest of the Agreement remains in force.		No
	Enurement			
5.34	This Agreement will enure to the benefit of and be binding upon the Parties and their respective permitted assigns.	The Agreement will be binding on any entity to which a party assigns this Agreement. The recipient that receives the assignment will take on		No

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		the benefits and responsibilities of the party that made the assignment.		
	No Assignment			
5.35	Unless otherwise agreed by the Parties, this Agreement may not be assigned, either in whole or in part, by either Party to it.	The First Nation cannot assign its rights and obligations under this Agreement without the consent of Canada and vise-versa.		No
	Notices			
5.36	<p>Unless otherwise provided, a notice, document, request, approval, authorization, consent or other communication (each a “communication”) required or permitted to be given or made under this Agreement must be in writing and will be considered to have been given or made, and received if:</p> <p>a) delivered personally or by courier, at the start of business on the next business day after the business day on which it was received by the addressee or a responsible representative of the addressee;</p> <p>b) sent by facsimile transmission and if the sender receives confirmation of the transmission, at the start of business on the next business day on which it was transmitted;</p>	<p>The section sets out the process the parties will use when communicating formally with each other about this Agreement.</p> <p>The communication will be in writing and delivered by hand, faxed or sent by registered mail to the address below.</p>		No

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	<p>c) mailed by prepaid registered post in Canada, when the postal receipt is acknowledged by the addressee; or</p> <p>d) sent by e-mail and if the sender receives confirmation of the transmission, at the start of business on the next business day on which it was transmitted.</p>			
5.37	<p>A communication must be delivered, transmitted to the facsimile number or mailed to the address of the intended recipient set out below:</p> <p>For: Canada</p> <p>Attention: Minister of Indian Affairs and Northern Development House of Commons Room 583, Confederation Building Ottawa, Ontario K1A 0A6</p> <p>Fax no.: (819) 953-4941</p> <p>For: Participating First Nation</p> <p>Attention: Title Address XXX, British Columbia Postal Code</p> <p>Fax no.: _____</p>	<p>This clause provides the official contact information for each of the parties to this Agreement.</p>		No

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5.38	A Party may change its address or facsimile number by giving a notice of the change to the other Party in the manner set out above.			No
	SCHEDULE A EDUCATION PROGRAMS AND SERVICES			
	<i>Note: this schedule is subject to negotiation and could include all or some of the items listed, including governance/ incremental implementation costs associated with the activities, depending on the circumstances in each Participating First Nation. In addition, some of the items are or will be included in the funding formula for band operated schools, which is still under discussion nationally. Negotiations will also include the definition of eligibility criteria.</i>	<p>Some or all of the items in this schedule are subject to negotiation. This can include the additional governance and implementation costs associated with implementing jurisdiction.</p> <p>Some items will be included in the Band-operated Funding Formula (BOFF), which is being reviewed and revised (nationally).</p> <p>The definition of “eligibility criteria” is also subject to negotiation.</p>		
	<p>1. The Participating First Nation will make instructional services from kindergarten to grade 12 available to eligible students. For the purposes of this section, an eligible student means:</p> <p>a. an Indian student or a non-</p>	<p>The First Nation is required to make K-12 instructional services available to:</p> <p>a) any student ordinarily resident on reserve who lives in an Indian Family (see “Definitions”) and who is enrolled in and attending an</p>		Funding amount is negotiable, wording of section may not be

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	<p>Indian student living in an Indian Family, who is ordinarily resident on First Nation Land, and who is enrolled in and attending a federal, provincial public or independent school that is recognized by the province as an elementary or secondary institution and is operated by a third party education service provider, or a school operated by the Participating First Nation; and</p> <p>b. a non-Indian student, ordinarily resident on First Nation Land, other than lands developed primarily for commercial purposes such as residential developments, who is enrolled to attend a school operated by the Participating First Nation on First Nation Land.</p>	<p>elementary or secondary federal, public or independent school or a school operated by the First Nation; and</p> <p>b) a non-Indian student ordinarily resident on reserve (except on reserve land developed mainly for commercial purposes), who is enrolled in a school operated by the First Nation located on reserve.</p> <p>Note: The BOFF provides funding based on a formula that multiplies number of students by a unit cost for instructional services (teachers, paraprofessionals, administration, etc.). This amount is increased by funding for other items (see section 2 below).</p>		
	<p>2. The Participating First Nation will ensure the provision of the following instructional support services to eligible students:</p> <p>a. ancillary services;</p> <p>b. accommodation;</p> <p>c. student allowances;</p> <p>d. guidance and counseling;</p> <p>e. comprehensive instructional support services;</p>	<p>This list of “instructional support services” may change, depending on the outcome of the national BOFF discussions.</p>		<p>Funding amount is negotiable, wording of section may not be</p>

	Section	Explanation	References or Links to other Agreements, Plans or Act	Negotiable
	<p>f. transportation;</p> <p>g. school operation and maintenance;</p> <p>h. education minor capital;</p> <p>i. employee benefits for those persons employed in the Education system operated by the Participating First Nation; and</p> <p>j. <i>aboriginal language and culture (currently targeted funding – will only be included if funding program authorities change in the future).</i></p> <p>For the purposes of this section, an eligible student means:</p> <p>a. an Indian student or a non-Indian student living in an Indian Family who is ordinarily resident on First Nation Land, and who is enrolled in and attending a federal, provincial public or independent school that is recognized by the province as an elementary or secondary institution and is operated by a third party education service provider, or a school operated by the Participating First Nation; and</p> <p>b. a non-Indian student, ordinarily resident on First Nation Land other than lands developed primarily for commercial purposes such as residential developments,</p>	<p>Funding for operations, maintenance and minor capital are not currently part of the BOFF.</p> <p>The “eligible student” definition for this section (instructional support services) includes:</p> <p>a) any student ordinarily resident on reserve who lives in an Indian Family and non-Indian students ordinarily resident on reserve (except on land developed primarily for commercial purposes), who are enrolled in and attending an elementary or secondary federal, public or independent school, or a school operated by the First Nation; and</p> <p>b) any non-Indian student ordinarily resident on reserve (except on reserve land developed primarily for commercial purposes), who is enrolled in a school operated by the First Nation located on reserve.</p>		

	Section	Explanation	References or Links to other Agreements, Plans or Act	Negotiable
	<p>who is enrolled in and attending a federal, provincial public, or independent school that is recognized by the province as an elementary or secondary institution and is operated by a third party education service provider, or a school operated by the Participating First Nation.</p>			
	<p>Education Data Collection and Reporting</p>			
	<p>3. The Participating First Nation will ensure that data is collected, or provided to it by an agent or contractor delivering the Education Programs and Services, and that this data is provided to Canada in accordance with the reports and reporting dates as follows:</p> <p>a. enrolment by grade/level (K-12), broken down by type of school (band operated/independent etc) and gender,</p> <p>b. completion rate and number, by type of school and gender.</p> <p>See Schedule C</p>	<p>This section describes the data collection and reporting requirements for:</p> <p>a) enrolment; and</p> <p>b) completion rate/number.</p> <p>Further detail is provided in Schedule C, Part VII, "Reporting Procedures".</p>		<p>Minimum reporting requirements probably not negotiable</p>
	<p>Members Who Access Provincial Public Schools</p>			

	Section	Explanation	References or Links to other Agreements, Plans or Act	Negotiable
	4. Where the Participating First Nation has determined that Members wish to access kindergarten, elementary or secondary level education programs and services provided by a third party education service provider, the Participating First Nation must enter into a service contract with that service provider.	The First Nation will enter into a service contract with third party education service providers- public schools that meet the requirements of the provincial <i>School Act</i> or the <i>Independent School Act</i> .		May not be negotiable
	5. The third party education service provider must meet the requirements of the provincial <i>School Act</i> (British Columbia) or the <i>Independent School Act</i> (British Columbia), as amended from time to time.			May not be negotiable
	6. The Participating First Nation will maintain the third party education service contract in good standing for the full term of the service contract.			May not be negotiable
	Schedule B Part VII- Cash Flow and Adjustment Procedures	To be negotiated		Yes
	Schedule C Part VII- Reporting Procedures	A table of reporting procedures is set out in Schedule C		May not be negotiable
	Schedule D			

	Section	Explanation	References or Links to other Agreements, Plans or Act	Negotiable
	Part VII- One-Time Implementation Activities and Procedures			
	<p>1. In negotiating one-time implementation activities and procedures, the Parties will take into account the following:</p> <ul style="list-style-type: none"> a) start-up costs of the Community Education Authority, or Authorities b) systems transition, and c) other matters agreed to by the Parties. 			<p>Funding amount is negotiable, wording of section may not be</p>