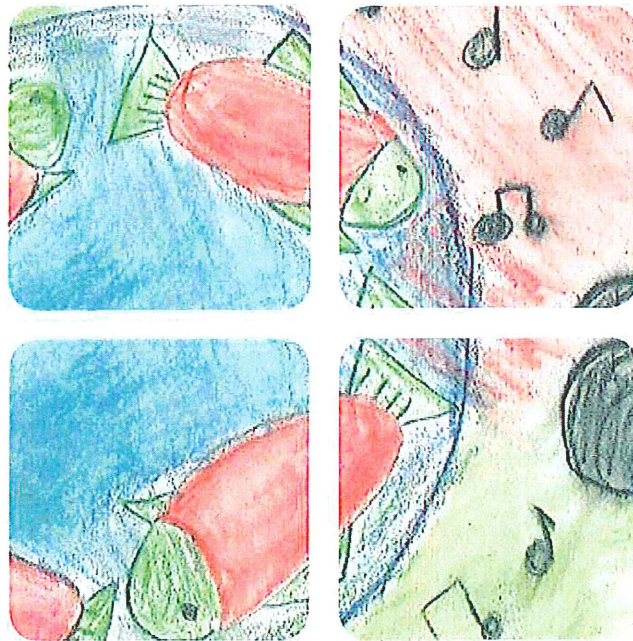


BC-FNESC Protocol



BC-FNESC PROTOCOL

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF BRITISH COLUMBIA,
as represented by the Minister of Education, ("British Columbia")

AND

THE FIRST NATIONS EDUCATION STEERING COMMITTEE ("FNESC")

(collectively the "Parties")

WHEREAS

- A. British Columbia and FNESC have a longstanding and ongoing working relationship to address issues to improve educational outcomes for First Nation students in BC.
- B. That partnership is, as appropriate, government-to-government in nature, as stated in the New Relationship vision document.
- C. That government-to-government approach to cooperation is consistent with the Education Jurisdiction Framework Agreement ("EJFA"), which is the full package of jurisdiction agreements signed July 5, 2006, by First Nations, federal, and provincial government representatives, plus subsequently passed federal (the *First Nations Jurisdiction over Education Act*) and provincial (the *First Nations Education Act*) legislation, as well as the 2013 renewal of the EJFA.
- D. Similarly, in January 2012, British Columbia, FNESC and the Government of Canada entered into a Tripartite Education Framework Agreement ("TEFA") to work collaboratively to improve educational outcomes for First Nations students, including implementing a new funding approach for First Nations schools based on the provincial funding formula, with specific adaptations.
- E. TEFA is supported by Chiefs in BC through Band Council Resolutions and Chiefs in Assembly resolutions at the First Nations Summit, Union of BC Indian Chiefs, and BC Assembly of First Nations.
- F. In TEFA, both British Columbia and Canada make a number of commitments to work with FNESC on certain bilateral issues. The Parties recognize that effective bilateral relationships will support and contribute to effective tripartite processes.
- G. The Parties seek to formalize their ongoing relationship by articulating a process by which they will continue to cooperate on matters related to improving educational outcomes of First Nation students, including collaboratively implementing the commitments in TEFA that are of a bilateral nature, and other matters as agreed.

THEREFORE the Parties agree as follows:

1.0 Definitions

- 1.1 The Parties agree that the following definitions apply in the context of this Protocol and its appendices and/or schedules:

"First Nation" means a Band as defined in the *Indian Act*, or a self-governing First Nation;

"FNEESC" means the First Nations Education Steering Committee, a society incorporated under the *Society Act*, RSBC 1996, c. 433, to support First Nations to advance First Nations education in BC.

"FNSA" means the First Nations Schools Association, a society incorporated under the *Society Act*, RSBC 1996, c. 433, to support First Nation schools;

"Public Schools" means all schools operated by a board of education as defined in the *School Act*;

2.0 Purpose and Scope

- 2.1 This Protocol confirms the ongoing relationship between the Parties and formalizes an effective bilateral process to assist the Parties to improve the educational outcomes of First Nations students through collaborative efforts, including their TEFA commitments, as appropriate.

- 2.2 For greater clarity, the bilateral TEFA commitments of the Parties as set out in sections 4.3 to 4.8 of TEFA are:

- a) work collaboratively to improve educational outcomes for First Nation students;
- b) support the transfer of students, at similar levels of achievement, between Public Schools and First Nation schools;
- c) develop and implement a process, consistent with clauses 3.2 and 3.3 of the *British Columbia First Nation Education Agreement* (a part of the EJFA package), that will permit a student who has completed an educational program at the Grade 12 level, having achieved learning outcomes substantially comparable to those required for graduation by the Ministry of Education, to be considered for the provincial Dogwood Graduation Certificate;
- d) British Columbia will continue to provide to FNEESC a comprehensive annual report on the educational performance success of Aboriginal students attending Public Schools;
- e) British Columbia will continue to share expertise with FNEESC and to provide, where applicable, reasonable cost access to provincial learning resources and supports; and

f) British Columbia will consult FNEC on:

- i. proposed changes to provincial education policy, legislation or standards that materially affect programs, assessments, teacher certification, graduation requirements, or curriculum offered by FNEC or First Nation schools;
- ii. reasonable cost access to provincial learning resources; and
- iii. access to provincial bulk purchase initiatives.

2.3 The Parties agree that the work under this Protocol related to bilateral TEFA commitments is intended to support the effective implementation of TEFA and the Parties will endeavor to ensure that such bilateral work is complementary to, and not duplicative of, work undertaken through established TEFA processes.

2.4 British Columbia will treat as confidential all information or material supplied by First Nations as a result of collaborative projects, initiatives or activities, and will not, without the prior written consent of FNEC, the FNSA, or affected First Nation(s), as the case may be, permit the disclosure of such information or material, except as may be required by law or to the extent that such disclosure is necessary to enable British Columbia to fulfill its obligations under this Protocol.

2.5 When handling First Nations information, the Parties agree to give full consideration to the principles of Ownership, Control, Access and Possession (OCAP), a set of principles that outlines how First Nations exercise their right to make decisions regarding data collection and dissemination.

2.6 The Parties may, by mutual agreement:

- a) add specific areas of collaboration and information sharing; and
- b) extend discussions under this Protocol to include matters that would require or benefit from the participation of other ministries or agencies;

the details of which may be detailed and attached as appendices to this Protocol, in addition to the work plan as set out in section 5.0.

3.0 Quarterly Meetings with Deputy Minister

3.1 The Parties will continue the quarterly meetings between the Deputy Minister and FNEC.

4.0 Bilateral Forum

4.1 The Parties hereby establish the joint BC-FNEC Bilateral Education Forum (the "Bilateral Forum"), comprised of representatives of the Parties, to implement this Protocol by formalizing their ongoing working relationship on matters related to First

Nations education and improving First Nation learner outcomes, including bilateral commitments under TEFA.

- 4.2 The lead contacts for the Bilateral Forum will be:
- a) For BC: Provincial Director, Aboriginal Education; and
 - b) For FNEESC: the Executive Director.
- 4.3 The Bilateral Forum may establish an annual meeting schedule and will meet at least six times per year (e.g. every second month).
- 4.4 The lead contacts will share the responsibility of hosting and chairing meetings of the Bilateral Forum, as agreed.
- 4.5 The Bilateral Forum may establish committees or working groups to assist in carrying out activities to implement this Protocol.
- 4.6 The Bilateral Forum will establish administrative processes to its support (e.g. joint records of decision).

5.0 Work Plan

- 5.1 The Parties will establish a work plan, to be reviewed at least once per year, for the Bilateral Forum to set out priority activities for the year, which may be amended by agreement in writing from time to time.

6.0 Dispute Resolution

- 6.1 Where a dispute arises between the Parties regarding the interpretation or implementation of this Protocol, the lead contacts and other representatives at the Bilateral Forum will endeavour to resolve any disputes in a co-operative, effective and timely manner.
- 6.2 If a matter remains unresolved after being considered at the Bilateral Forum, the dispute may be referred to the senior officials of the Parties for resolution:
- a) For BC: the Deputy Minister of the Ministry of Education; and
 - b) For FNEESC: the President.
- 6.3 If a matter remains unresolved after being considered by the senior representatives, the Parties may by agreement refer the matter to a facilitated or mediated process to assist the Parties to resolve the matter in dispute within 60 days, or such period as agreed to by Parties.
- 6.4 Each Party will bear its own costs to participate in any dispute resolution process under this Protocol.

7.0 Review

- 7.1 The Parties will review this Protocol annually to assess its effectiveness and determine any improvements that may be agreed to, or to make amendments that may be required to reflect an extended, renewed or replaced TEFA.

8.0 Term and Termination

- 8.1 This Protocol will remain in effect until it is replaced by agreement of the Parties.
- 8.2 Either Party may terminate this Protocol with 90 days prior written notice.

9.0 General

- 9.1 This Protocol is not intended to be legally binding and does not create any contractual or other legal obligation or liability for either Party related to the performance or non-performance of any or all of the provisions of the Protocol, but is an expression and record of the understanding reached between the Ministry of Education and FNESE.
- 9.2 Nothing in this Protocol is intended to abrogate or derogate, or in any way alter the provisions in TEFA.

Signed this ____ day of _____, 2015

For British Columbia:



[Minister]

For the First Nations Education Steering Committee:



President