

**EDUCATION JURISDICTION
FRAMEWORK AGREEMENT**

BETWEEN:

**HIS MAJESTY THE KING IN RIGHT OF CANADA,
as represented by the Minister of Crown-Indigenous Relations
("Canada")**

AND:

**HIS MAJESTY THE KING IN RIGHT OF BRITISH COLUMBIA,
as represented by the Minister of Education and Child Care
("British Columbia")**

AND:

**FIRST NATIONS EDUCATION STEERING COMMITTEE,
as represented by the President
("FNEC")**

AND:

**FIRST NATIONS EDUCATION AUTHORITY,
as represented by the President
("FNEA")**

(Each a "Party", and collectively 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, which is recognized as an existing aboriginal right pursuant to section 35 of *the Constitution Act, 1982*.
- B. Canada adopted "Principles Respecting the Government of Canada's Relationship with Indigenous Peoples" in 2018 and British Columbia developed "Draft Principles that Guide the Province of British Columbia's Relationship with Indigenous Peoples", both of which include the recognition that:
 - (i) all relations with Indigenous peoples need to be based on the recognition and implementation of their right to self-determination, including the inherent right of self-government; and

- (ii) reconciliation is an ongoing process that occurs in the context of evolving Indigenous-Crown relationships.
- C. The Education Jurisdiction Framework Agreement was signed by Canada, British Columbia and FNEA on July 5, 2006 ("2006 EJFA"), and has been amended and extended from time to time.
- D. British Columbia and FNEA entered into the BC-FNEA Agreement, dated for reference February 4, 2022.
- E. FNEA came into operation on July 1, 2022.
- F. British Columbia and FNEA entered into the BC-FNEA Agreement on August 15, 2022.
- G. The Parties recognize that the role of FNEA in the Education Jurisdiction Initiative may evolve over time.
- H. The Parties intend to replace the 2006 EJFA with this Agreement.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

PART 1 – DEFINITIONS

1.1 In this Agreement:

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

"BC-FNEA Agreement" means the agreement between British Columbia and FNEA, dated for reference February 4, 2022, which replaced the British Columbia First Nations Education Agreement;

"BC-FNEA Agreement" means the agreement between British Columbia and FNEA, dated for reference August 15, 2022;

"BC-PFN Agreement" means an agreement entered into by British Columbia and a Participating First Nation, the template for which is set out as a schedule to the BC-FNEA Agreement;

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

"Day" means a calendar day;

"Education" means education programs and services of a nature generally provided to students enrolled in Kindergarten 4 through grade 12;

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

“Education Jurisdiction Agreement” means an agreement entered into by Canada and a Participating First Nation, the model for which is set out in Schedule A;

“Education Jurisdiction Funding Agreement” means a funding agreement to support the implementation of an Education Jurisdiction Agreement entered into by Canada and a Participating First Nation, the model for which is set out in Schedule B;

“Education Jurisdiction Initiative” means the processes and mechanisms to support First Nations’ exercise of self-government over Education on First Nation Land established through a suite of multi-party and bilateral agreements, the Federal Enabling Legislation and the Provincial Enabling Legislation, and the creation of FNEA. The suite of agreements includes this overarching Agreement, individual Education Jurisdiction Agreements signed by Canada and Participating First Nations, and further agreements among Canada, British Columbia, FNEA, and Participating First Nations.

“Engaged First Nation” means a First Nation whose council has passed a band council resolution indicating that it is interested in further engaging in the Education Jurisdiction Initiative, but does not include a Participating First Nation;

“Federal Enabling Legislation” means the *First Nations Jurisdiction over Education in British Columbia Act*, SC 2006, c. 10, the legislation enacted by Canada providing a process for bringing Education Jurisdiction Agreements into legal force and effect;

“First Nation” means a Band within the meaning of the term under the *Indian Act*, RSC 1985, c. I-5, located in British Columbia;

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

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

“First Nation Land” means a “reserve” within the meaning of the term under the *Indian Act* set apart for a Participating First Nation, and includes “first nation land” administered under the *First Nations Land Management Act*, SC 1999, c. 24;

“FNEA” means the First Nations Education Authority, which is the legally constituted entity established by the Federal Enabling Legislation whose directors are appointed by Participating First Nations;

“Jurisdiction” means a Participating First Nation’s law-making authority in relation to Education provided by the Participating First Nation, or by a Community Education Authority on its behalf, as set out in an Education Jurisdiction Agreement;

“Participating First Nation” means any First Nation that has signed an Education Jurisdiction Agreement with Canada and whose name has been added to the Federal Enabling Legislation’s schedule that lists Participating First Nations;

“Party” means a signatory to this Agreement;

“Provincial Enabling Legislation” means the *First Nations Education Act*, SBC 2007, c. 40, the legislation enacted by British Columbia which, among other matters, recognizes Participating First Nations’ Jurisdiction over Education as set out in Education Jurisdiction Agreements and brought into effect by the Federal Enabling Legislation;

“Schedule” means a schedule attached to this Agreement; and

“Term” refers to the term of this Agreement as set out in paragraph 7.5.

PART 2 – PURPOSES OF AGREEMENT

2.1 The purposes of this Agreement are:

- (a) to provide the framework for the implementation of the Education Jurisdiction Initiative that supports the exercise of Jurisdiction by Participating First Nations over Education on First Nation Land as set out in Education Jurisdiction Agreements; and
- (b) to outline the responsibilities of each of the Parties to support the exercise of Jurisdiction by Participating First Nations over Education on First Nation Land.

PART 3 – RESPONSIBILITIES OF THE PARTIES

Canada

3.1 Canada will co-develop relevant portions of the following with FNEC and FNEA, subject to confidences of the King’s Privy Council, where applicable:

- (a) any amendments to the Federal Enabling Legislation or other federal legislation;
- (b) any submissions to the federal Cabinet or Treasury Board; and
- (c) any proposed changes to federal education policy, practices, or standards,

that materially affect the Education Jurisdiction Initiative as a sectoral self-government arrangement.

British Columbia

3.2 British Columbia will co-develop the following with FNEC and FNEA, subject to Cabinet confidences where applicable:

- (a) any amendments to the Provincial Enabling Legislation or other provincial legislation; and
 - (b) relevant portions of any submissions to the provincial Cabinet or Treasury Board,
- that specifically relate to the Education Jurisdiction Initiative as a sectoral self-government arrangement.

Other Obligations Not Precluded

- 3.3 Canada and British Columbia's respective obligations under paragraphs 3.1 and 3.2 do not preclude any obligations they may have to directly engage with Participating First Nations and Engaged First Nations.

FNESC

- 3.4 During the Term, FNESC will continue to support Engaged First Nations that want to become Participating First Nations.
- 3.5 The support to be provided by FNESC under paragraph 3.4 will include developing models for a First Nation Education Law, an Education Co-Management Agreement, a First Nation Education Law Making Protocol, and roles and responsibilities for Community Education Authorities, and providing information to assist First Nation community consultation and ratification processes.

FNEA

- 3.6 FNEA has responsibilities to assist Participating First Nations in developing capacity to provide Education on First Nation Land as set out in the Federal Enabling Legislation, and other responsibilities, as described in the Education Jurisdiction Agreements, the Education Co-Management Agreements, the BC-FNEA Agreement, and the Canada-FNEA Funding Agreement.

PART 4 –EDUCATION JURISDICTION AGREEMENTS

- 4.1 Canada intends that the model Education Jurisdiction Agreement set out in Schedule A will form the basis of the individual agreements negotiated with First Nations who wish to become Participating First Nations.
- 4.2 Upon ratification of an Education Jurisdiction Agreement by a First Nation, Canada intends to finalize negotiations and attempt to reach agreement on a funding agreement with the First Nation in accordance with the provisions of the Education Jurisdiction Agreement. Canada intends that the model Education Jurisdiction Funding Agreement set out in Schedule B will form the basis of the education funding agreement contemplated by the Education Jurisdiction Agreement.
- 4.3 For greater certainty, the Parties recognize that a First Nation may propose, and Canada may agree to, modifications to the model agreements referred to in paragraphs 4.1 and 4.2

to be included in an individual agreement to address matters unique to the First Nation's community or to reflect evolving circumstances. In that event, Canada will notify FNESE and FNEA.

PART 5 – FINANCIAL ARRANGEMENTS

Funding for FNESE

- 5.1 Every year, Canada and FNESE will negotiate and attempt to reach agreement on a funding arrangement to support the activities to be undertaken by FNESE and Engaged First Nations set out in paragraphs 3.4 and 3.5.

Funding for FNEA

- 5.2 Every five years, or other time periods as may be agreed to in writing, Canada and FNEA will negotiate and attempt to reach agreement on a funding agreement to support FNEA in carrying out its responsibilities set out in paragraph 3.6.

Appropriation

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

PART 6 – DISPUTE RESOLUTION

- 6.1 The Parties will make best efforts to prevent, minimize, and resolve disputes in relation to the interpretation, application or implementation of this Agreement.
- 6.2 Where a dispute arises, the Parties shall attempt to resolve the matter through informal discussion. If informal discussion does not resolve the matter within 30 Days, the Parties shall convene a meeting involving senior officials as appropriate, which may lead to an ongoing process, as required. The parties to the dispute will make best efforts to negotiate a resolution in a timely manner.
- 6.3 The parties to a dispute may consent at any time to using a third party facilitator or mediation process to aid in the resolution of a dispute. Where discussions under paragraph 6.2 have failed to resolve a dispute, the parties to the dispute will consider whether mediation or some other form of facilitation would be appropriate in the circumstances.
- 6.4 Nothing in paragraphs 6.1 to 6.3 prevents a party to a dispute from enforcing their rights under this Agreement, including seeking interlocutory relief, through a court of competent jurisdiction.

PART 7 – GENERAL PROVISIONS

Nature of Agreement

- 7.1 This Agreement is not a treaty or a land claims agreement within the meaning of sections 25 and 35 of the *Constitution Act, 1982*.
- 7.2 This Agreement is to be construed as upholding the rights of Indigenous peoples recognized and affirmed by section 35 of the *Constitution Act, 1982*, and not as:
- (a) creating, amending, defining the nature and scope of, or abrogating or derogating from, those rights;
 - (b) prejudicing, limiting or restricting the position that a Participating First Nation, British Columbia, or Canada may take at any time with respect to the aboriginal or treaty rights of the Participating First Nation or the exercise of those rights; or
 - (c) restricting or limiting a Participating First Nation from entering into other agreements with Canada, British Columbia, or other parties with respect to any matter, including those matters covered under this Agreement.
- 7.3 Nothing in this Agreement will be construed so as to affect in any manner the Constitution of Canada.
- 7.4 This Agreement replaces the 2006 EJFA.

Term of Agreement

- 7.5 The term of this Agreement commences on the date it is executed by all Parties and will remain in effect, as amended from time to time, until the earlier of:
- (a) the date on which all Parties agree to terminate this Agreement; or
 - (b) six months after any Party gives notice to terminate this Agreement if this Agreement has been in effect for five years.
- 7.6 If any Party gives notice pursuant to subparagraph 7.5(b), the Parties will meet within one month of receiving such notice to discuss next steps.

Review and Monitoring of Agreement

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

Amendment

- 7.8 Subject to paragraph 7.10, this Agreement may be amended by way of an amending agreement signed by each of the Parties.
- 7.9 Schedule A (the model Education Jurisdiction Agreement) and Schedule B (the model Education Jurisdiction Funding Agreement) may be amended with the written agreement of Canada, FNEC and FNEA. Prior to Canada executing an amendment to Schedule A, Canada will notify and give reasons for the intended amendment to British Columbia.
- 7.10 An amendment to this Agreement takes effect on a date agreed to by the Parties to the amendment, but, if no date is agreed to, on the date that the last Party signs the written agreement.

Notice of British Columbia Agreements

- 7.11 If amendments are made to the BC-FNEC Agreement or the BC-FNEA Education Agreement, British Columbia will provide a copy to Canada of the amended agreement within 30 Days of such amendments being made.
- 7.12 If British Columbia enters into or amends a BC-PFN Agreement, British Columbia will provide a copy to Canada of the agreement or amended agreement, as the case may be, within 30 Days of such agreement being entered into or amendments being made.

No Implied Waiver

- 7.13 A provision of this Agreement, or the performance by a Party of an obligation under this Agreement, may not be waived unless the waiver is in writing and signed by the Party or Parties giving the waiver.
- 7.14 No written waiver of a provision of this Agreement, of performance by a Party of an obligation under this Agreement, or of default by a Party of an obligation under this Agreement, will be a waiver of any other provision, obligation, or subsequent default.

Interpretation

- 7.15 In this Agreement:
- (a) unless it is otherwise clear from the context, a reference to a "Part" or "paragraph" means a Part or paragraph of this Agreement;
 - (b) headings and sub-headings are for convenience only, do not form a part of this Agreement and in no way define, limit, alter or enlarge the scope or meaning of any provision of this Agreement;
 - (c) unless otherwise provided, a reference to a statute includes every amendment to it, every regulation made under it and amendment made to such regulation, and any successor legislation;

- (d) unless otherwise provided, a reference to an agreement includes every amendment to it;
- (e) 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
- (f) where one or more Parties are mentioned in a provision of this Agreement, this will not be interpreted as implying or inferring any obligation or acknowledgement by any Party not mentioned in that provision.

Severability

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

- (a) the Parties will make best efforts to remedy or amend the provision; and
- (b) the validity, legality or enforcement of the remaining provisions will not in any way be considered by the Parties to be affected or impaired.

Notices And Communications

7.17 Notices or other communications referred to or required by this Agreement must be in writing and, unless notice to the contrary is given by the receiving party, shall be addressed to the receiving party at the following addresses:

CANADA:

Minister of Crown-Indigenous Relations
10 Wellington Street
OTTAWA ONTARIO K1A 0H4
aadnc.infopubs.aandc@canada.ca

BRITISH COLUMBIA:

Minister of Education and Child Care
Parliament Buildings
PO Box 9179 Stn Prov Govt
VICTORIA, BRITISH COLUMBIA V8W 9E2
ECC.Minister@gov.bc.ca

FNESC:

President, FNESC
113 – 100 Park Royal
WEST VANCOUVER, BRITISH COLUMBIA V7T 1A2
djeffrey@fnesc.ca

FNEA:

President, FNEA
703 – 100 Park Royal
WEST VANCOUVER, BRITISH COLUMBIA V7T 1A2
executivedirector@fneajurisdiction.ca

- 7.18 Notices or other communications will be deemed to have been received:
- (a) by registered mail when the postal receipt is acknowledged by the receiving party;
 - (b) by electronic mail when transmitted to an email agreed upon for this purpose; and
 - (c) by personal delivery, messenger or courier when delivered.

Execution

- 7.19 This Agreement may be signed in identical counterparts, each of which constitutes an original, and such counterparts taken together will constitute one agreement. The signatures of the Parties need not appear on the same counterpart, and executed counterparts may be delivered in electronically scanned form by electronic mail.
- 7.20 This Agreement may be executed by electronic signature, which will be considered as an original signature for all purposes and will have the same force and effect as an original signature on paper. Without limitation, “electronic signature” will include electronically scanned and transmitted versions (e.g. via pdf) of an original signature.

Signatures

This Agreement has been executed by the duly authorized representatives of Canada, British Columbia, FNESE and FNEA.

HIS MAJESTY THE KING IN RIGHT OF CANADA, as represented
by the Minister of Crown-Indigenous Relations

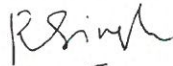


The Honourable Marc Miller, P.C., M.P.,
Minister of Crown-Indigenous Relations

JUL 21 2023

(date)

HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the
Minister of Education and Child Care

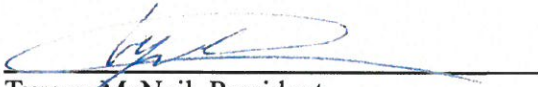


The Honourable Rachna Singh, Minister
of Education and Child Care

June 19, 2023

(date)

FIRST NATIONS EDUCATION STEERING COMMITTEE SOCIETY,
as represented by its President

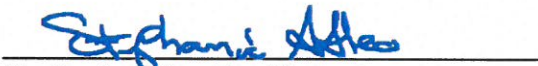


Tyrone McNeil, President

June 6, 2023

(date)

FIRST NATIONS EDUCATION AUTHORITY,
as represented by its President



Stephanie Atleo, President

June 11, 2023

(date)

**CANADA-FIRST NATION EDUCATION
JURISDICTION AGREEMENT**

Made this _____ day of _____, 20____

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA
as represented by the Minister of Crown-Indigenous Relations

(hereinafter referred to as "**Canada**")

AND

THE "X" FIRST NATION

as represented by its Chief and Council

(hereinafter referred to as the "**Participating First Nation**")

Collectively referred to hereinafter as the "**Parties**"

WHEREAS:

- 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, which is recognized by Canada as an existing aboriginal right pursuant to section 35 of the *Constitution Act, 1982*;
- B. The Truth and Reconciliation Commission of Canada has called on the federal government to develop with Aboriginal groups a joint strategy to eliminate educational and employment gaps between Aboriginal and non-Aboriginal Canadians;
- C. Canada and the Participating First Nation consider education to be a life-long learning process;

- D. Canada and the Participating First Nation may choose to reflect their understanding of how the Participating First Nation will exercise self-government over early childhood and post-secondary education through other agreements;
- E. Canada, the Province of British Columbia and the First Nations Education Steering Committee signed the Education Jurisdiction Framework Agreement dated July 5, 2006, setting out their responsibilities in supporting the exercise of Jurisdiction over Education;
- F. The Education Jurisdiction Framework Agreement was extended for five years under the "Agreement to Extend the Education Jurisdiction Framework Agreement" dated for reference June 28, 2013 and for a further three years under the "Agreement to Extend the Education Jurisdiction Framework Agreement" dated for reference July 3, 2018;
- G. Canada and the Participating First Nation respect and recognize the diversity among First Nations and support the advancement of First Nations control of First Nations education through the implementation of regional models, such as the exercise of Jurisdiction over Education as initiated by the Education Jurisdiction Framework Agreement;
- H. Canada and the Participating First Nation recognize and support the implementation of regional First Nations education models and regional funding mechanisms to support those models, as represented in two tripartite regional agreements in British Columbia – the Tripartite Education Framework Agreement (2012 to 2018) and the British Columbia Tripartite Education Agreement (2018 to 2023); and
- I. The First Nations Education Authority is an entity constituted by the Federal Enabling Legislation managed by a board of directors and having all necessary powers and capacity to properly perform its functions under this Agreement.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

PART 1 – DEFINITIONS

1.1 In this Agreement:

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

"Another First Nation" means a First Nation other than the Participating First Nation;

"Another First Nation's Reserve" means a "reserve" within the meaning of the term under the *Indian Act* set apart for Another First Nation, and includes "First Nation land" administered under the *First Nations Land Management Act*;

"Band List" means a "Band List" within the meaning of the term under the *Indian Act*;

"BC Independent School" means any independent school regulated by the *Independent School Act* (BC);

"BC Public School" means any public school in British Columbia providing kindergarten to grade 12 education, but does not include a BC Independent School or a First Nation School;

"BCTEA" means the "BC Tripartite Education Agreement: Supporting First Nation Student Success", entered into by Canada, British Columbia and FNEESC, effective July 1, 2018;

"British Columbia-First Nation Education Agreement" means the agreement signed by British Columbia and the First Nations Education Steering Committee on July 5, 2006 or any successor agreement.

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

"Community Education Authority" means a legally constituted entity established or identified by the Participating First Nation to operate its Education system;

"Education" means education programs and services of a nature generally provided to Students enrolled in Kindergarten 4 through grade 12;

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

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

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

"Eligible Student" means a student who is:

- a) enrolled in:
 - i. a First Nation School, or

- ii. a BC Public School, BC Independent School or a school operated by or on behalf of Another First Nation, including an online school, alternate education centre, adult education centre, or early childhood learning centre offering an Education program;
- b) either:
 - i. 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
 - ii. aged 18 and over on December 31 of the school year in which funding support is required and enrolled in an adult Education program that is funded under BCTEA or a successor to that agreement; and
- c) Ordinarily Resident on First Nation Land,

but does not include a student who is Ordinarily Resident on lands developed primarily for commercial purposes such as residential developments and is not registered as an Indian;

"Federal Enabling Legislation" means the *First Nations Jurisdiction over Education in British Columbia Act*;

"First Nation" means a "band" within the meaning of the term under the *Indian Act* located in British Columbia;

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

"First Nations Education Authority" means the legally constituted entity established by Federal Enabling Legislation;

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

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

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

"First Nation School" means a school operated by or on behalf of the Participating First Nation on First Nation Land, including an online school, alternate education centre, adult education centre, or early childhood learning centre offering an Education program;

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

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

"Jurisdiction" means the Participating First Nation's law-making authority, as described in this Agreement;

"Member" means an individual whose name appears on a Band List or who is entitled to have his or her name appear on a Band List;

"Non-Member" means an individual who is not a Member;

"Ordinarily Resident" means in relation to land:

- a) usually living at a civic address on that land;
- b) in the case of a child in joint custody, living on that land for the majority of the time; or
- c) staying on that land with no usual home elsewhere,

and is not impacted by temporary absences such as attending school or working at a summer job elsewhere;

"Other Inherent Right Implementation Process" means another process by which a Participating First Nation may negotiate the implementation of all or some of the elements of the inherent right of self-government including the implementation of historic treaties or the negotiation of modern treaties, agreements or other constructive arrangements;

"Other Participating First Nation" means a First Nation other than the Participating First Nation that is named in the schedule to the Federal Enabling Legislation;

"Party" means a signatory to this Agreement;

"Schedule" means a schedule attached to this Agreement;

"School Certification Process" means the process and requirements set out and used by the First Nations Education Authority to certify First Nation Schools and schools operated by or on behalf of Other Participating First Nations;

"Student" means an individual attending a First Nation School; and

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

PART 2 - EXERCISE OF JURISDICTION

Scope of Education Jurisdiction

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

Access to Education Programs and Services

- 2.3 The Participating First Nation will:
 - a) provide Education to:
 - i. Eligible Students who are enrolled in a First Nation School; and
 - ii. Students residing on Another First Nation's Reserve who attend a First Nation School, subject to receiving funding from or on behalf of that First Nation; and
 - b) purchase Education for Eligible Students who are enrolled in a BC Public School, a BC Independent School or a school operated by or on behalf of Another First Nation, including an online school, alternate education centre, adult education centre, or early childhood learning centre offering an Education program.
- 2.4 Subject to receiving funding in accordance with the reciprocal tuition funding arrangements with British Columbia, the Participating First Nation will provide Education to Students who are:
 - a) not Ordinarily Resident on First Nation Land or Another First Nation's Reserve; or
 - b) Ordinarily Resident on First Nation Land or Another First Nation's Reserve on lands developed primarily for commercial purposes such as residential developments and not registered as Indians.

Non-Member Representation

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

Supporting Transfer

- 2.6 The Participating First Nation will provide or make provision for Education that supports the successful transfer of Students to or from another school within the school system of the Province of British Columbia.

Legal Status and Capacity of Participating First Nation

- 2.7 For any purpose related to this Agreement, the Participating First Nation has the capacity, rights, powers, and privileges of a natural person and, without restricting the generality of the foregoing, may:
- a) enter into contracts or agreements;
 - b) acquire, hold or dispose of any property or an interest in property;
 - c) sue or be sued;
 - d) raise, spend, invest or borrow money, and secure or guarantee the repayment of money borrowed;
 - e) apply to form corporations or other legal entities in accordance with federal or provincial laws; and
 - f) do such other things as are ancillary to the exercise of its rights, powers, and privileges under this Agreement.
- 2.8 The capacity, rights, powers and privileges of the Participating First Nation to deal with matters in relation to Education referred to in paragraph 2.7 will be exercised by the First Nation Council in accordance with:
- a) the First Nation Education Law-Making Protocol;

- b) this Agreement, and
 - c) its First Nation Education Laws.
- 2.9 The Participating First Nation will act through the First Nation Council in exercising its capacity, rights, powers, and privileges and in carrying out its duties, functions and obligations related to the subject matter of Education.
- 2.10 The First Nation Council has the authority to make laws as set out in this Agreement.

First Nation Education Law-Making Protocol

- 2.11 The Jurisdiction contemplated by this Agreement will be exercised by the First Nation Council following adoption of a First Nation Education Law-Making Protocol, which will provide for the following matters:
- a) procedures for the passage and amendment of First Nation Education Laws;
 - b) procedures for challenging the validity of First Nation Education Laws;
 - c) procedures for amending the First Nation Education Law-Making Protocol;
 - d) conflict of interest rules; and
 - e) other matters, as determined by the Participating First Nation.
- 2.12 The First Nation Education Law-Making Protocol, as approved in accordance with the Ratification Chapter, comes into force on the Effective Date.

Education Law-Making Powers

- 2.13 The Participating First Nation may, through its First Nation Council, and in accordance with the First Nation Education Law-Making Protocol, make and administer laws respecting Education provided by the Participating First Nation on First Nation Land.
- 2.14 A First Nation Education Law must include mechanisms through which Non-Members, who receive Education or have their children receive Education provided by the Participating First Nation, will have input into the decisions contemplated in paragraph 2.5.
- 2.15 The Jurisdiction described in paragraph 2.13 includes the power to make laws and to do other things as may be necessarily incidental to the exercise of that Jurisdiction.
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Delegation

- 2.16 The Participating First Nation may delegate its Jurisdiction, or part thereof, to the First Nations Education Authority in a manner consistent with this Agreement and its First Nation Law-Making Protocol.
- 2.17 The Participating First Nation may delegate its duties and functions under this Agreement, other than its law-making powers, to a legal entity operating in British Columbia if the delegation and the exercise of the delegated duties and functions is in accordance with this Agreement and the First Nation Education Law-Making Protocol.
- 2.18 Any delegation under paragraph 2.16 or 2.17 will require the written consent of the delegate.
- 2.19 The Participating First Nation may enter into agreements to receive authorities with respect to Education, including law-making authority, by delegation.

PART 3 - COMMUNITY EDUCATION AUTHORITY

- 3.1 Without limiting the generality of paragraph 2.13, the Participating First Nation may make laws establishing a Community Education Authority to operate, administer and manage the Education system for the Participating First Nation and setting out the powers, duties, composition and membership of the Community Education Authority.
- 3.2 Nothing in paragraph 3.1 or 3.6 precludes the Participating First Nation from establishing a Community Education Authority jointly with one or more Other Participating First Nations.
- 3.3 Subject to paragraph 2.17, nothing in this Agreement precludes a Community Education Authority from exercising powers and duties delegated to it from an Other Participating First Nation.
- 3.4 Where the Participating First Nation establishes a Community Education Authority under paragraph 3.1, the Community Education Authority will have the capacity, rights, powers, and privileges of a natural person conferred on it by the First Nation Education Law and will perform the duties and be subject to the liabilities imposed on it by the First Nation Education Law.
- 3.5 A Community Education Authority established under paragraph 3.1 exercises its duties and functions as an agent of the Participating First Nation.

- 3.6 As an alternative to establishing a Community Education Authority under paragraphs 3.1 to 3.5, the Participating First Nation may identify an existing or newly-established legal entity established under federal or provincial law as its Community Education Authority for the purposes of this Agreement. The Participating First Nation may confer additional rights, powers and privileges and impose restrictions on the legal entity that are not inconsistent with the federal or provincial law under which the legal entity was established.

PART 4 – FIRST NATIONS EDUCATION AUTHORITY

- 4.1 On the Effective Date, the Participating First Nation will appoint two directors to sit on the board of directors of the First Nations Education Authority for an initial term of up to two years, and thereafter for terms of appointment to be established by the board of directors.
- 4.2 One of the directors appointed by the Participating First Nation to the board of directors under paragraph 4.1 will be a member of the Participating First Nation.
- 4.3 Subject to paragraph 4.5, the responsibilities of the First Nations Education Authority are to:
- a) assist the Participating First Nation in developing the capacity to provide Education;
 - b) establish standards applicable to Education provided by the Participating First Nation for curriculum and examinations for courses necessary to meet graduation requirements;
 - c) provide a Teacher Certification Process for teachers, other than teachers teaching only the language and culture of the Participating First Nation, who teach in a First Nation School;
 - d) if requested by the Participating First Nation, provide a Teacher Certification Process for teachers who teach only the language and culture of the Participating First Nation in a First Nation School;
 - e) provide for certification of First Nation Schools;
 - f) consult with British Columbia regarding standards applicable to Education provided by the Participating First Nation for curriculum and examination for courses necessary to meet graduation requirements; and

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

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

- a) standards for curriculum and examinations for courses necessary to meet graduation requirements in respect of Education provided by the Participating First Nation on First Nation Land;
- b) certification of teachers, other than teachers teaching only the language and culture of the Participating First Nation, who teach in a First Nation School; and
- c) certification of First Nation Schools;

can only be exercised following the signing of an Education Co-management Agreement and in a manner consistent with that Agreement.

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

- a) the establishment of standards for curriculum and examinations by the First Nations Education Authority applicable to the courses necessary to meet graduation requirements in respect of Education provided by the Participating First Nation on First Nation Land;
- b) the certification of teachers, other than teachers who teach only the language and culture of the Participating First Nation, teaching in a First Nation School by the First Nations Education Authority;
- c) the certification of First Nation Schools by the First Nations Education Authority;
- d) the incorporation by reference in the First Nation Education Law of the process, standards and requirements regarding the subject matters referred to in subparagraphs (a) through (c) that have been developed by the First Nations Education Authority; and
- e) other matters as agreed by the First Nations Education Authority and the Participating First Nation.

4.6 For greater certainty, the references in paragraphs 4.3, 4.4 and 4.5 to "standards" for curriculum and examinations for courses necessary to meet graduation requirements are

intended to be interpreted as referring to both "graduation requirements" and the "process for evaluating locally developed First Nation courses that are required for graduation."

PART 5 – REGISTRY, ENFORCEMENT AND ADJUDICATION

Registry of First Nation Education Laws

5.1 The First Nation Council will:

- a) maintain a public registry of First Nation Education Laws in the English language and, at the discretion of First Nation Council, in the First Nation language, the English version of which will be definitive; and
- b) provide Canada and British Columbia with copies of First Nation Education Laws as soon as practicable after they are enacted.

Appeal and Review of Administrative Decisions

- 5.2 The Participating First Nation will establish processes for appeal or review of administrative decisions made by the First Nation Council or the Community Education Authority and if those processes provide for a right of appeal to a court of competent jurisdiction, the Supreme Court of British Columbia will have jurisdiction to hear those appeals.
- 5.3 In addition to any right of appeal or review referred to in paragraph 5.2, the Supreme Court of British Columbia will have jurisdiction to hear applications for judicial review in relation to any exercise, refusal to exercise or purported exercise of a statutory power of decision by the First Nation Council, the Community Education Authority, or the First Nations Education Authority where they are exercising a statutory power of decision on behalf of the Participating First Nation.
- 5.4 The *Judicial Review Procedure Act* (BC) applies to an application for judicial review under paragraph 5.3 and, for the purpose of applying that Act, an "enactment" will mean a "First Nation Education Law."

Other Matters

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

Enforcement of First Nation Education Laws

- 5.6 First Nation Education Laws made in accordance with paragraph 2.13 may provide for the appointment of enforcement officials to enforce First Nation Education Laws and establish powers of enforcement comparable to those provided by federal or provincial laws for officers enforcing similar laws.
- 5.7 First Nation Jurisdiction does not include:
- a) the authority to establish a police force; or
 - b) the power to authorize the carriage or use of firearms by enforcement officials.
- 5.8 If the First Nation Council appoints officials to enforce its First Nation Education Laws, that First Nation Council will:
- a) ensure that any enforcement officials are appropriately trained to carry out their duties having regard to training requirements for other enforcement officers carrying out similar duties in British Columbia; and
 - b) establish procedures for responding to complaints against enforcement officials.
- 5.9 Notwithstanding the general rule of priority set out in paragraph 6.2, federal or provincial law prevails to the extent of a conflict with a First Nation Education Law with respect to matters set out in paragraph 5.6.

Adjudication of First Nation Education Laws

- 5.10 The Provincial Court of British Columbia has jurisdiction with respect to violations of First Nation Education Laws.
- 5.11 The summary conviction procedures of part xxvii of the *Criminal Code* apply to prosecutions of offences under First Nation Education Laws.
- 5.12 The Supreme Court of British Columbia has jurisdiction to hear legal disputes arising between individuals under a First Nation Education Law.
- 5.13 For the purpose of prosecuting offences, the Participating First Nation may:
- a) retain its own prosecutor;

- b) enter into an agreement with Canada to arrange for a federal agent to prosecute these offences; or
- c) enter into an agreement with Canada and the Province of British Columbia to arrange for a provincial prosecutor.

PART 6 – APPLICATION OF LAW

Relationship of Laws

- 6.1 Federal laws will continue to apply concurrently with First Nation Education Laws made pursuant to this Agreement.
- 6.2 In the event of a conflict between a First Nation Education Law under paragraph 2.13 and a federal or provincial Law, the First Nation Education Law prevails on First Nation Land to the extent of a conflict.
- 6.3 Notwithstanding the general rule of priority described in paragraph 6.2, federal law will prevail over a First Nation Education Law that has a double aspect, or an incidental impact, on any area of federal legislative jurisdiction for which the Participating First Nation does not have law-making authority under this Agreement.
- 6.4 Notwithstanding the general rule of priority set out in paragraph 6.2, in the event of a conflict between a federal law in relation to peace, order and good government and other matters of overriding national importance and a First Nation Education Law, the federal law will prevail to the extent of the conflict.
- 6.5 For greater certainty, the power described in paragraph 2.13 does not include the power to make laws in relation to criminal law, labour relations and working conditions that would fall under federal jurisdiction, or the protection of health and safety of Canadians.
- 6.6 First Nation Education Laws do not apply to Canada.
- 6.7 Any First Nation Education Law that is inconsistent with this Agreement will be of no force or effect to the extent of the inconsistency.
- 6.8 This Agreement prevails to the extent of an inconsistency with the First Nation Education Law-Making Protocol.

Application of Federal Laws

- 6.9 The Federal Enabling Legislation provides that in the event of a conflict between:
- a) this Agreement and any Act of Parliament, including the Federal Enabling Legislation, this Agreement prevails to the extent of the conflict; and
 - b) the Federal Enabling Legislation and any other Act of Parliament, the Federal Enabling Legislation prevails to the extent of the conflict.
- 6.10 The Federal Enabling Legislation prevails over other federal laws to the extent of any conflict.

Charter of Rights and Freedoms

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

Application of *Canadian Human Rights Act*

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

Application of the *Indian Act*

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

PART 7 – FINANCIAL ARRANGEMENTS

- 7.1 The Parties agree to work together to advance the following goals:
- a) closing social well-being gaps in Education, including achieving and maintaining equity in education outcomes between Members and other British Columbians;
 - b) teaching the culture, language and heritage of the Participating First Nation to present and future generations of Members; and
 - c) Members having access to Education that provides them with at least the same level of services and programs that are generally available to other students in British Columbia, recognizing the need for culturally relevant services and programs, and additional supports designed to support successful educational outcomes.

- 7.2 The Parties will enter into an Education Jurisdiction Funding Agreement, and Canada will continue to meet its obligations through an Education Jurisdiction Funding Agreement or other agreement between the Parties.
- 7.3 Canada's financial support under an agreement referred to in paragraph 7.2 is provided to enable the Participating First Nation to:
- a) exercise the rights and discharge the responsibilities set out in this Agreement; and
 - b) support the advancement of the goals set out in paragraph 7.1.
- 7.4 The financial support to be provided by Canada to the Participating First Nation, under an Education Jurisdiction Funding Agreement or other funding agreement referred to in paragraph 7.2, shall be determined without taking into consideration the fiscal capacity of the Participating First Nation. For greater certainty, Canada's policy approach to the consideration of own-source revenue in determining funding will not be applied to the calculation of the financial support to be provided by Canada to the Participating First Nation under such agreement.
- 7.5 The recognition of the Participating First Nation's Jurisdiction under this Agreement or the exercise of the Participating First Nation's Jurisdiction does not create or imply any financial obligation or service delivery obligation on the part of either Party, except to the extent that the Parties have agreed to such obligations under this Agreement or under an Education Jurisdiction Funding Agreement or other agreement entered into by the Parties in fulfilment of paragraph 7.2 of this Agreement.
- 7.6 Any funding required for the purposes of meeting Canada's financial obligation under an Education Jurisdiction Funding Agreement or other agreement is subject to the appropriation of funds by the Parliament of Canada.
- 7.7 The obligation of the Participating First Nation to provide Education under paragraph 2.3 of this Agreement or under an Education Jurisdiction Funding Agreement or other agreement referred to in paragraph 7.2 is contingent on the Participating First Nation receiving agreed funding amounts from Canada under such agreement.
- 7.8 The Parties agree that the amount of Education funding to be provided by Canada to the Participating First Nation for Eligible Students, under any Education Jurisdiction Funding Agreement or other agreement under paragraph 7.2, will not be less than the Education funding provided to First Nations in British Columbia that are not Participating First Nations through the mechanisms that are used to fund those other First Nations.
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- 7.9 If an Education Jurisdiction Funding Agreement is terminated and the Parties are unable to reach an agreement on a replacement arrangement for Education funding, the Parties agree that:
- a) Canada will provide the Participating First Nation with Education funding consistent with the terms and conditions for providing Education funding for Eligible Students under that agreement prior to termination through an agreement or such other arrangement as may be made available at the time; and
 - b) notwithstanding subparagraph (a), the amount of funding to be provided by Canada following termination of that agreement will not be less than the Education funding provided to First Nations in British Columbia that are not Participating First Nations through the mechanisms that are used to fund those other First Nations.

PART 8 – IMPLEMENTATION

Implementation Plan

- 8.1 The implementation plan for this Agreement will take effect on the Effective Date and has a term of 10 years.
- 8.2 The implementation plan for this Agreement will:
- a) identify the obligations in this Agreement, the activities to be undertaken to fulfill these obligations, the responsible party or parties, and the timeframe for completion of these activities;
 - b) specify how the implementation plan may be amended;
 - c) specify how the implementation plan may be renewed or extended; and
 - d) address other matters agreed to by the Parties.
- 8.3 The implementation plan for this Agreement:
- a) will be appended to this Agreement as Schedule A, but will not form part of this Agreement;
 - b) is not to be used to interpret this Agreement;
 - c) does not create legal obligations; and

- d) does not alter any rights or obligations set out in this Agreement.

Senior Officials

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

Implementation Working Committee

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

PART 9 – DISPUTE RESOLUTION

Informal Discussion

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

Invoking the Dispute Resolution Procedure

- 9.2 If a dispute arises under this Agreement which cannot be resolved by the Parties within thirty (30) Business Days, either Party may invoke this dispute resolution procedure by giving written notice to the other Party.
- 9.3 Within ten Business Days of receiving notice, the senior officials for both Parties will enter into direct, good faith negotiations concerning the dispute.
- 9.4 If within 30 Business Days after the first meeting between the senior officials, the Parties have failed to resolve the dispute and have not agreed to extend the time for senior

officials to resolve the dispute, then the Parties agree to use a mediator, in accordance with paragraph 9.5, to assist in resolving the dispute.

Mediation

- 9.5 Where a mediator is required to assist in resolving the dispute, the following rules will apply:
- a) the Parties will jointly select a single mediator. If the Parties are unable to agree upon the choice of a mediator, then a mediator will be chosen, upon application by the Parties, by the ADR Institute of British Columbia;
 - b) the Parties agree to participate in good faith in the mediation process and to meet with the mediator as soon as possible; and
 - c) each Party will bear the costs of its own participation and representation in the mediation and will pay equally all other costs of mediating the dispute, including the remuneration of the mediator.

Arbitration

- 9.6 If the Parties are unable to resolve the dispute within 60 Business Days of the first meeting with the mediator or within such time as the Parties may agree in writing, the Parties may agree in writing to submit the dispute to arbitration, in accordance with paragraph 9.7.
- 9.7 Where the Parties agree to submit the dispute to arbitration, the following rules will apply:
- a) the dispute will be resolved by a single arbitrator if the Parties agree on one and, otherwise, by three arbitrators, one to be appointed by each Party and a third to be chosen by the two arbitrators appointed by the Parties;
 - b) the Parties may agree on the procedure to be followed in the arbitration. If they cannot agree on this procedure within 15 Business Days of the appointment of an arbitrator or arbitrators, the procedure will be determined by the arbitrator or arbitrators;
 - c) the arbitrator or arbitrators will issue a written decision within 30 Business Days of the completion of the arbitration process and will provide copies of the written decision to each Party; and

- d) unless otherwise agreed or otherwise ordered in the arbitration decision, each Party will bear the costs of its own participation and representation in the arbitration and will pay equally all other costs of the arbitration, including remuneration of the arbitrator or arbitrators.

Judicial Proceedings

- 9.8 The Parties agree not to commence litigation in respect of a dispute under this Agreement until the completion of the mediation process in accordance with paragraph 9.5.
- 9.9 In the event that the Parties have agreed to arbitration, no Party may commence litigation in respect of a dispute under this Agreement until receipt of the arbitration decision.
- 9.10 Where litigation in respect of a dispute under this Agreement is to be commenced by a Party, the Party will give 20 Business Days written notice to the other Party of their intent to commence litigation, unless to do so would result in the loss of a right to commence litigation due to the expiration of a limitation period.

PART 10 – RATIFICATION

Participating First Nation

- 10.1 Prior to the ratification vote being conducted in accordance with paragraph 10.2, the Participating First Nation will take reasonable steps to inform its Members of:
 - a) their right to participate in the approval process and the manner in which that right can be exercised;
 - b) the content of the First Nation Education Law-Making Protocol; and
 - c) the content of this Agreement.
- 10.2 Ratification of this Agreement and the First Nation Education Law-Making Protocol by the Participating First Nation requires:
 - a) the conduct of a vote, by way of secret ballot, on a day or days to be determined by resolution of the First Nation Council, indicating that at least 50% percent plus one of Members who cast a ballot have voted in favour of entering into this Agreement, and have voted to adopt the First Nation Education Law-Making Protocol; and

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

10.3 The Participating First Nation, by resolution of the First Nation Council:

- a) will determine the minimum age of Members who are entitled to vote under paragraph 10.2 (a); and
- b) may increase the minimum percentage required for approval otherwise required under paragraph 10.2 (a).

Canada

10.4 Ratification of this Agreement by Canada requires that:

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

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

PART 11 – GENERAL PROVISIONS

Nature of Agreement

11.1 This Agreement is an “individual agreement” within the meaning of the Federal Enabling Legislation, which provides that:

- a) this Agreement will, upon coming into effect, have the force of law, be binding and relied on by all persons, have priority over other federal laws in the event of a conflict; and
- b) persons and bodies will have the powers, rights, privileges and benefits conferred on them by this Agreement and are subject to any obligations and liabilities imposed on them.

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

11.3 The purposes of this Agreement are to:

- a) set out how the Participating First Nation will exercise Jurisdiction over Education and the Parties' respective roles and responsibilities; and
- b) implement elements of the inherent right of self-government recognized and affirmed by section 35 of the *Constitution Act, 1982* relating to Jurisdiction over Education.

11.4 This Agreement is to be construed as upholding the rights of Indigenous peoples recognized and affirmed by section 35 of the *Constitution Act, 1982*, and not as:

- a) creating, amending, defining the nature and scope of, or abrogating or derogating from those rights;
- b) prejudicing, limiting or restricting the position that the Participating First Nation or Canada may take at any time with respect to the aboriginal or treaty rights of the Participating First Nation or the exercise of those rights; or
- c) restricting or limiting the Participating First Nation from entering into other agreements with Canada or other parties with respect to any matter, including those matters covered under this Agreement.

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

Other Inherent Right Implementation Processes

11.6 The Parties acknowledge that:

- a) the Participating First Nation may choose to pursue the implementation of the inherent right of self-government including Education through an Other Inherent Right Implementation Process or on its own initiative; and
- b) the Participating First Nation may adopt a governance structure that would bring it outside the scope of the Federal Enabling Legislation and this Agreement.

11.7 If the Parties have initiated discussions under an Other Inherent Right Implementation Process, they will meet and discuss whether there is a need to transition from the exercise of Jurisdiction over Education under this Agreement to the exercise of Jurisdiction over Education under the Other Inherent Right Implementation Process, recognizing that it is in the interest of both Parties that any transition be smooth.

11.8 The discussions described in paragraph 11.7 will:

- a) take place under the Other Inherent Right Implementation Process or such other process as may be agreed to by the Parties;
- b) consider whether the Federal Enabling Legislation will continue to apply to the Participating First Nation or its successor;
- c) consider whether this Agreement needs to be amended, replaced or terminated;
- d) address fiscal support for:
 - i. Education taking into account the commitments to provide Education funding for Eligible Students set out in the Education Jurisdiction Funding Agreement; and
 - ii. the exercise of governance responsibilities in aggregate related to Education and additional self-government authorities contemplated under the Other Inherent Right Implementation Process taking into account the Participating First Nation's expenditure needs; and
- e) address such other matters as may be agreed to by the Parties.

11.9 If the Participating First Nation initiates the implementation of the inherent right of self-government on its own initiative in a manner that could affect the application of this Agreement or result in an arrangement that would be inconsistent with the Federal Enabling Legislation, the Parties will meet to discuss whether this Agreement will need to be amended, replaced or terminated depending on the circumstances.

Education Jurisdiction Agreement is Binding

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

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

Access to Other Programs

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

- 11.13 Subject to paragraph 11.12, nothing in this Agreement will affect the ability of the Participating First Nation, or its Members, to participate in, or benefit from, programs established by Canada for Indians, Bands or aboriginal people, in accordance with criteria established for those programs from time to time.
- 11.14 Members of the Participating First Nation will be eligible to participate in educational programs or services established by Canada or British Columbia and to receive services from Canada or British Columbia, in accordance with criteria established for those programs and services from time to time, to the extent that the Participating First Nation has not assumed responsibility for those educational programs and services under an Education Jurisdiction Funding Agreement or other funding agreement.

Liability

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

Amendments

- 11.17 This Agreement may be amended where consent in writing of each Party is obtained. Canada's consent to any amendment may require an Order in Council. The Participating First Nation's consent to any amendment will require a resolution of the First Nation Council.
- 11.18 An amendment to this Agreement takes effect on a date agreed to by the Parties to the amendment, but if no date is agreed to, on the date that the last Party gives its consent.
- 11.19 If federal legislation is required to give effect to an amendment to this Agreement, Canada will take all reasonable steps to enact the legislation.

Access to Information and Protection of Privacy

- 11.20 The Participating First Nation may enter into agreements with Canada in respect of any one or more of the following issues: collection, protection, retention, use, disclosure, and confidentiality of personal, general or other information necessary for the Participating First Nation to exercise its Jurisdiction under this Agreement consistent with applicable federal laws, including federal access to information and privacy legislation.
- 11.21 For the purposes of federal access to information and privacy legislation, information that the Participating First Nation provides to Canada in confidence is deemed to be information received or obtained in confidence from another government.
- 11.22 Canada may provide information necessary for the exercise of the Jurisdiction under this Agreement to the Participating First Nation in confidence if the Participating First Nation has entered into an agreement with Canada under which the confidentiality of the information will be protected.
- 11.23 Notwithstanding any other provision of this Agreement:
- a) Canada is not required to disclose any information that it is required to withhold under any federal law, including sections 37 to 39 of the *Canada Evidence Act*;
 - b) if federal legislation allows the disclosure of certain information only if specified conditions for disclosure are satisfied, Canada is not required to disclose that information unless those conditions are satisfied; and
 - c) the Parties are not required to disclose any information that may be withheld under privilege at law.

International Legal Obligations

- 11.24 The Participating First Nation agrees to exercise the powers set out in this Agreement in a manner consistent with the international obligations binding on Canada under international law, including those obligations that are in force before, on or after the Effective Date.

Entire Agreement

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

No Implied Waiver

- 11.26 A provision of this Agreement, or the performance by a Party of an obligation under this Agreement, may not be waived unless the waiver is in writing and signed by the Party or Parties giving the waiver.
- 11.27 No written waiver of a provision of this Agreement, of performance by a Party of an obligation under this Agreement, or of default by a Party of an obligation under this Agreement, will be a waiver of any other provision, obligation, or subsequent default.

Interpretation

11.28 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) unless it is otherwise clear from the context, a reference to a "Part" or "paragraph" means a Part or paragraph of this Agreement;
- c) headings and sub-headings are for convenience only, do not form a part of this Agreement and in no way define, limit, alter or enlarge the scope or meaning of any provision of this Agreement;
- d) unless otherwise provided, a reference to a statute includes every amendment to it, every regulation made under it and amendment made to such regulation, and any successor legislation; and
- e) 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.

- 11.29 For greater certainty, references in this Agreement to "Education provided by the Participating First Nation" includes Education provided by a Community Education Authority on behalf of the Participating First Nation.

Computation of Time

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

Execution of Document

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

Severability

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

- a) the Parties will make best efforts to remedy or amend the provision; and
- b) the validity, legality or enforceability of the remaining provisions will not in any way be considered by the Parties to be affected or impaired.

Notices and Communications

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

CANADA:

Minister
Crown-Indigenous Relations
10 Wellington Street
OTTAWA ONTARIO K1A 0H4

Fax: (819) 953-4941
Email: aadnc.infopubs.aandc@canada.ca

PARTICIPATING FIRST NATION:

[to be inserted]

Fax: (xxx) xxx-xxxx
Email: _____

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

- a) delivered personally or by courier 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) 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) sent by email 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) mailed by registered post in Canada, five 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 email or facsimile transmission.

Counterpart Signatures

11.35 This Agreement may be signed in identical counterparts, each of which constitutes an original, and such counterparts taken together will constitute one agreement. The signatures of the parties need not appear on the same counterpart, and executed counterparts may be delivered in electronically scanned form by electronic mail.

11.36 This Agreement may be executed by electronic signature, which will be considered as an original signature for all purposes and will have the same force and effect as an original signature on paper. Without limitation, "electronic signature" will include electronically scanned and transmitted versions (e.g. via pdf) of an original signature.

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**SCHEDULE A
IMPLEMENTATION PLAN**

1. The term of this implementation plan takes effect on the Effective Date and has a term of 10 years.
2. This implementation plan may be amended, renewed, or extended with the written consent of each Party. Canada's and the PFN's consent may be provided by their respective senior officials designated under section 8.4 of this Agreement.
3. This implementation plan:
 - a. does not form part of this Agreement;
 - b. is not to be used to interpret this Agreement;
 - c. does not create legal obligations; and
 - d. does not alter any rights or obligations set out in this Agreement.

EDUCATION JURISDICTION IMPLEMENTATION PLAN

*Note: All agreement References are to the PFN's Canada-First Nation Education Jurisdiction Agreement, unless they are preceded by an "FA," in which case they are a reference to the PFN's Canada-First Nation Education Jurisdiction Funding Agreement. **

	Agreement Ref #	Step	Responsible Party	Timing
Implementation Activities				
1.		Effective Date Activities		
2.	4.1, 4.2	Appoint two directors to sit on the board of directors of the First Nations Education Authority (FNEA), one of whom must be a member of the Participating First Nation (PFN) for an initial term of up to two years.	PFN	Effective Date (ED) Mandatory Activity (MA)
3.	8.4, 8.5	Designate senior officials to monitor implementation of the Canada-First Nation Education Jurisdiction Agreement (PFN Jurisdiction Agreement).	CAN-CIRNAC/PFN	ED (MA)
4.	8.6	If a regional or province-wide implementation working committee is established, the PFN may designate an individual to participate and represent them in that forum.	PFN	ED onwards
5.		Develop Education Law		
6.	2.13	Make and administer laws respecting Education provided by the PFN on First Nation Land in accordance with the PFN Law-Making Protocol.	PFN	ED onwards
7.	2.5, 2.14	Include mechanisms, in the First Nations Education Law, through which Non-Members, who receive Education or have their children receive Education from the PFN, will have input into the decisions regarding a program or service that directly and significantly affects the rights of Students who are Non-Members or their parents.	PFN	prior to passing law
8.	2.16, 2.17	If applicable, determine delegation of authority to the FNEA, a CEA or other legal entity in accordance with the PFN Jurisdiction Agreement and the Law-Making Protocol.	PFN	prior to ED or ED onwards

9.	3.1	Determine whether or not to establish a CEA through the Education Law to operate, administer, and manage the Education system for the PFN.	PFN	prior to ED or ED onwards
10.	4.4, 4.5, 4.6	Sign an Education Co-Management Agreement that addresses FNEA authority for: teacher certification, school certification, and graduation requirements and course approvals.	PFN/FNEA	ED onwards (MA)
11.	4.5d	Include in PFN law incorporation by reference of FNEA rules for teacher certification, school certification, graduation requirements, and courses required for graduation.	PFN	ED onwards (MA)
12.		Implementation of Education Law		
13.	2.10, 2.13, 2.15	Formally pass Education Law(s).	PFN	ED onwards
14.	5.1	Maintain a public registry of First Nation Education Laws; and provide Canada and British Columbia with copies of First Nation Education Laws.	PFN	ED onwards
15.	3.1 - 3.6	<i>If PFN has decided to establish a Community Education Authority (CEA), complete necessary steps to do so:</i>	PFN	prior to ED or ED onwards
16.	3.1 - 3.3	- <i>Establish internal structure.</i>	PFN	prior to ED or ED onwards
17.	3.1	- <i>Specify responsibilities and powers.</i>	PFN	prior to ED or ED onwards
18.	3.6	- <i>If using an existing, or newly-established legal entity established under federal or provincial law as a CEA, ensure that rights, powers, and privileges are not inconsistent with the federal or provincial law under which it was established.</i>	PFN	prior to ED or ED onwards
19.	5.2	Establish processes for appeal or review of administrative decisions taken by the First Nation Council or a CEA.	PFN	prior to ED or ED onwards

20.	2.18	PFN to seek written consent of the delegate if PFN proposing to delegate jurisdiction to the FNEA under 2.16, or to delegate other duties and functions to a legal entity under 2.17.	PFN	prior to delegation
21.		The First Nations Education Authority		
22.	4.3b, 4.6	Establish rules for graduation requirements and courses required for graduation.	FNEA	ED onwards
23.	4.3c	Provide Teacher Certification Process for teachers who teach in the Education system operated by the PFN (excluding those persons who teach PFN language and culture).	FNEA	ED onwards
24.	4.3d	If requested by the PFN, responsibility for the development and provision of a Teacher Certification Process for teachers who teach only the language and culture of a PFN.	PFN/FNEA	ED onwards
25.	4.3e	Provide a process for certifying schools.	FNEA/FNESC	ED onwards
26.	4.3f	Consult with British Columbia regarding standards applicable to Education provided by the PFN for curriculum and examination for courses necessary to meet graduation requirements.	FNEA	ED onwards
27.		Providing Funding for Education Services and Governance		
28.	FA 4.1 and 4.3 Schedules A, C and D	Provide agreed to funding amounts to PFN to: <ul style="list-style-type: none"> a) provide Education to Eligible Students attending a First Nation School (see schedule A of FA); b) purchase Education for Eligible Students attending a BC Public School, a BC Independent School or a school operated by or on behalf of Another First Nation, including an online school, alternate education centre, adult education centre, or early childhood learning centre offering an Education program (see Schedule A of FA); and c) carry out governance activities (see Schedules C and D of FA). 	CAN-CIRNAC	ED (MA) Initial payment within 10 days of ED Further payments monthly or as agreed in an LOU

29.	2.3b 7.7	Subject to receiving funding, purchase education for Eligible Students who are enrolled in a BC public school or a BC independent school or a school operated by or on behalf of Another First Nation, including an online school, alternate education centre, adult education centre, or early childhood learning centre offering an Education program.	PFN	To be determined (TBD)
30.	FA 4.2	Provide agreed to funding amounts to FNEC and/or PFN for Centralized Education Services in accordance with Schedule B of the FA.	CAN-ISC	ED onwards (MA)
31.		Providing Education		
32.	7.7, 2.3, 2.4	Subject to receiving funding, provide education to: (a) Eligible Students who are enrolled in a First Nation School; (b) Students residing on Another First Nation's Reserve who attend a First Nation School; and (c) Students enrolled in a First Nation School who are: i. Non-status and ordinarily resident on commercially developed reserve lands; and ii. Not ordinarily resident on a reserve.	PFN	ED onwards
33.	2.6	Provide or make provision for Education programs and services that supports the successful transfer of students to or from another school within the school system of the Province of BC.	PFN	ED onwards
34.		Reporting Requirements and Periodic Review		
35.	FA 6.1	The PFN will remain accountable to its members for the delivery of Education.	PFN	ED onwards

36.	FA 6.2, 6.4	The PFN will provide reports to Canada (ISC) as set out in Schedule E of the FA. All of the accounts and financial statements required to be prepared will be maintained and prepared in accordance with Generally Accepted Accounting Principles.	PFN	ED onwards and as set out in Schedule E
37.	FA 6.5a	The PFN will provide Canada (ISC) with consolidated audited financial statements for the fiscal year within 120 days following the end of each fiscal year.	PFN	within 120 days following the end of each fiscal year
38.	FA 6.5b	Where the PFN transfers funds to an agent or contractor under paragraph 6.3 of the FA to deliver Education, the PFN 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.	PFN	as set out in Schedule E
39.	FA Part 5	Carry out a periodic review of the FA.	CAN- CIRNAC/PFN	commence within three years of the ED and every five years afterwards

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Schedule "B" to Education Jurisdiction Framework Agreement

CANADA-FIRST NATION
EDUCATION JURISDICTION FUNDING AGREEMENT

Made this _____ day of _____, 202____

BETWEEN:

HIS MAJESTY THE KING IN RIGHT OF CANADA

as represented by the Minister of Crown-Indigenous Relations

(hereinafter referred to as "**Canada**")

AND

{X NATION}

as represented by its Chief and Council

(hereinafter referred to as the "**Participating First Nation**")

Collectively referred to hereinafter as the "**Parties**"

WHEREAS:

- A. The Participating First Nation and Canada entered into the Education Jurisdiction Agreement on _____;
- B. The Education Jurisdiction Agreement provides that the Parties will enter into an Education Jurisdiction Funding Agreement to carry out the responsibilities and obligations under the Education Jurisdiction Agreement;
- C. This Agreement is an Education Jurisdiction Funding Agreement under paragraph 7.2 of the Education Jurisdiction Agreement;
- D. At the time this Agreement is being signed, funding to build, make major repairs to or replace infrastructure for a First Nation School is being provided through funding arrangements outside of this Agreement; and

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- E. The Participating First Nation has received one-time implementation funding from Canada to carry out the implementation activities described in Schedule F (One-Time Implementation Activities).¹

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1 DEFINITIONS

- 1.1 In this Agreement, the definitions in the Education Jurisdiction Agreement apply, unless otherwise stated herein.
- 1.2 Further to paragraph 1.1, the following definitions in the Education Jurisdiction Agreement are hereby modified for purposes of this Agreement:
- a) **"Agreement"** means this Canada-First Nation Education Jurisdiction Funding Agreement and all of its Schedules;
 - b) **"Effective Date"** means the effective date of this Agreement;
 - c) **"Party"** means a signatory to this Agreement; and
 - d) **"Schedule"** means a schedule attached to this Agreement.
- 1.3 Further to paragraph 1.1, the following additional definitions apply to this Agreement:
- a) **"Canada's Collaborative Fiscal Policy"** means *Canada's Collaborative Self-Government Fiscal Policy*;
 - b) **"Centralized Education Services"** means those services described as Second and Third Level Services in BCTEA and any other services offered by FNESC to First Nations or First Nation Schools under any other funding agreement with Canada, British Columbia or another funder, including for greater clarity "Special Education supports" and "Language and Culture programming supports," but not including "School assessment and improvement planning assistance programs;"
 - c) **"Education Jurisdiction Agreement"** means the Canada-First Nation Education Jurisdiction Agreement between the Participating First Nation and Canada entered on _____;

¹ Note to Draft: This provision can be removed if the First Nation will not receive the full amount of one-time implementation or one-time governance funding prior to the effective date. If it will not, the timing of the payment is described in Section 4.1.(a)

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- d) **“Education Amount”** means the amount of funding for Education calculated using the methodology set out in Schedule A;
- e) **“Education Estimate”** means the estimate of Education funding to be provided by Canada to the Participating First Nation as described in section 4.15;
- f) **“Final Annual Fiscal Plan”** means the final annual fiscal plan as described in section 4.3;
- g) **“First Nations Education Steering Committee” or “FNESC”** means the society incorporated under the *Societies Act* (British Columbia), with a mandate to advance First Nations education in British Columbia at the direction of First Nations;
- h) **“Fiscal Year”** means the period from April 1 until the next following March 31;
- i) **“Generally Accepted Accounting Principles”** means the accounting principles generally accepted in Canada from time to time, and, where the Chartered Professional Accountants of Canada or its successor publishes a statement of a principle or an accounting guideline, including the CPA Canada Public Sector Accounting Handbook, that statement or guideline will be considered conclusively to be an accounting principle or guideline generally accepted in Canada;
- j) **“Governance”** refers to sectoral education governance activities carried out by the Participating First Nation and described in Schedule C;
- k) **“Governance Amount”** means the amount of funding for Governance calculated using the methodology set out in Schedule D;
- l) **“Governance Estimate”** means the estimate of Governance funding to be provided by Canada to the Participating First Nation as described in section 4.11;
- m) **“Initial Fiscal Year”** means the period from the Effective Date until the next following March 31;
- n) **“Initial School Year”** means the period from the Effective Date of this Agreement to June 30 of the following year;

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- o) **“Preliminary Annual Fiscal Plan”** means the preliminary annual fiscal plan as described in section 4.2;
- p) **“School Year”** means the period beginning on July 1 and ending on June 30 the following year; and
- q) **“Second and Third Level Services”** means aggregate services provided by FNEC 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 B (Centralized Education Services).

2 TERM

- 2.1 This Agreement will commence on the Effective Date and may be terminated by agreement of the Parties at any time or by any Party through the process described in paragraphs 2.2 to 2.12.
- 2.2 Where Canada or the Participating First Nation is of the view that there are reasonable grounds to terminate this Agreement, it will provide the other Party with a notice of intent to terminate that will include:
 - a) the grounds for the proposed termination; and
 - b) a proposal for a replacement agreement for implementing paragraphs 7.2 and 7.3 of the Education Jurisdiction Agreement.
- 2.3 Upon receiving a notification under paragraph 2.2, the receiving Party may:
 - a) accept the termination and proposal referred to in paragraph 2.2(b); or
 - b) provide a notice to the other Party that it wishes to engage in negotiations on the proposed agreement referred to in paragraph 2.2(b).
- 2.4 If the receiving Party accepts the proposed termination under paragraph 2.3(a), this Agreement will terminate on the date agreed to by the Parties.
- 2.5 If either Party provides a notice to the other Party under paragraph 2.3(b), the Parties shall, within three months of receiving such notice, commence negotiations and attempt

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to reach agreement on a replacement agreement that will address the Participating First Nation’s responsibilities and obligations under the Education Jurisdiction Agreement in respect of Education and the associated governance responsibilities as outlined in paragraphs 7.2 and 7.3 of the Education Jurisdiction Agreement.

- 2.6 The negotiations under paragraph 2.5 will terminate on the earlier of:
- a) the date a replacement agreement comes into effect;
 - b) the date the Party that provided notice under paragraph 2.2 withdraws such notice;
or
 - c) twelve months following the date of the notice provided under paragraph 2.3(b),
unless the Parties extend the negotiations by agreement.
- 2.7 Prior to the termination of the negotiation period contemplated by paragraph 2.6, the Parties will make best efforts to conclude any dispute resolution process initiated prior to the provision of a notice under paragraph 2.2 up to and including mediation under paragraph 9.5 of the Education Jurisdiction Agreement.
- 2.8 If the Parties are unable to reach an agreement to replace this Agreement and the notice to terminate the Agreement has not been withdrawn prior to the termination of the negotiation period set out in paragraph 2.6:
- a) where notice under paragraph 2.2 was provided by Canada, officials for Canada will refer the decision on terminating this Agreement to the Minister of Crown-Indigenous Relations; or
 - b) where notice under paragraph 2.2 was provided by the Participating First Nation, officials for the Participating First Nation will refer the decision on terminating this Agreement to Chief and Council.
- 2.9 On referral of the matter under paragraph 2.8(a) and subject to paragraph 2.11, the Minister of Crown-Indigenous Relations may direct that:
- a) this Agreement be terminated, subject to paragraph 2.12; or
 - b) Canada seek to extend the negotiation period under paragraph 2.6(b) and return to negotiations under paragraph 2.5.
- 2.10 On referral of the matter under paragraph 2.8(b), Chief and Council may direct that:

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- a) this Agreement be terminated, subject to paragraph 2.12; or
- b) the Participating First Nation seek to extend the negotiation period under paragraph 2.6(b) and return to negotiations under paragraph 2.5.

2.11 Before the matter is referred to the Minister for authorization to terminate under paragraph 2.8(a), Canada will, at the request of the Participating First Nation:

- a) provide a report outlining the basis for the proposed termination, including an explanation of why Canada’s concerns are best addressed through termination rather than extending negotiations under paragraph 2.6(c);
- b) schedule a meeting between officials for Canada and the Participating First Nation within thirty (30) days of receipt of the report to discuss the report; and
- c) provide an opportunity for the Participating First Nation to meet with and provide written submissions to the Minister of Crown-Indigenous Relations.

2.12 Where the Minister of Crown-Indigenous Relations under paragraph 2.9(a) or Chief and Council under paragraph 2.10(a) direct that this Agreement be terminated, the termination may not take effect until at least one full school year has been completed following the decision to terminate the Agreement, unless the Parties agree to an earlier termination date.

2.13 For greater certainty, the Participating First Nation’s obligations under Part 6 (Accountability) survive the termination of this Agreement in respect of a Fiscal Year during which this Agreement was in effect.

3 PARTICIPATING FIRST NATION’S RESPONSIBILITIES

3.1 The Participating First Nation is responsible for providing or purchasing Education in accordance with paragraphs 2.3 and 2.4 of the Education Jurisdiction Agreement.

4 CANADA’S COMMITMENTS

4.1 Within 15 days of the Effective Date Canada will pay to the Participating First Nation the following amounts:

- a) \$____ representing the balance of agreed upon one-time governance funding;
- b) \$____ representing 75% of the estimated annual Governance Amount set out in Schedule D for the Initial Fiscal Year, expressed in ____ dollars; and²

² Based on an Effective Date of July 1. If the Effective Date is not July 1, the Governance Amount will be adjusted as required.

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- c) \$_____ representing 70% of the estimated Education Amount payable by Canada to the Participating First Nation for the portion of the School Year falling within the Initial Fiscal Year.³

Information Sharing

- 4.2 On or before September 30 preceding the Fiscal Year in question, Canada will provide the Participating First Nation with a Preliminary Annual Fiscal Plan for the subsequent Fiscal Year setting out the Education Estimate and Governance Estimate for that subsequent Fiscal Year. The Preliminary Annual Fiscal Plan will include a table substantially similar to Table 1 in Schedule G. Canada will also share the ISC British Columbia Tripartite Education Agreement – Supporting First Nation Student Success (BCTEA) Funding Detail Budget Report Table, or one substantially similar to the table copied in Table 1 in Schedule A.
- 4.3 On or before July 1 of each Fiscal Year, Canada will provide to the Participating First Nation a Final Annual Fiscal Plan for that Fiscal Year to show the final amount payable by Canada to the Participating First Nation for that Fiscal Year. The Final Annual Fiscal Plan will include a table substantially similar to the table in Table 2 in Schedule G.
- 4.4 After Canada has provided the Participating First Nation with the Final Annual Fiscal Plan, but before the end of the 60-calendar day response period referred to in paragraph 4.5, Canada will invite the First Nations Education Authority to jointly review and discuss the Final Annual Fiscal Plans for the Participating First Nation and the Other Participating First Nations to ensure there is meaningful dialogue and an opportunity to address any questions or issues. Canada will invite the Participating First Nation and the Other Participating First Nations to attend the meeting.
- 4.5 The Final Annual Fiscal Plan will be deemed correct and final for the Fiscal Year in question unless the Participating First Nation informs Canada in writing within 60 calendar days after receiving it that further discussion is required, in which case Canada and the Participating First Nation will meet, as soon as practicable thereafter and in any event no later than 30 calendar days after the notice from the Participating First Nation, to discuss the issue and to determine what corrections, if any, should be made to the Annual Fiscal Plan.
- 4.6 Failing agreement under paragraph 4.5, if the issue is not resolved in time to allow for the regular flow of payments, Canada shall pay amounts to the Participating First Nation in accordance with the original Final Annual Fiscal Plan prepared by Canada and any adjustment resulting from the later resolution of the issue shall be implemented as

³ Based on an Effective Date of July 1. If the Effective Date is not July 1, the Education Amount will be adjusted as required.

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agreed by Canada and the Participating First Nation. An issue not resolved through this process may be referred to dispute resolution pursuant to Part 8 – Dispute Resolution.

- 4.7 In addition, at any time, if either Canada or the Participating First Nation discovers an error in the dollar values, adjusters, other parameters, formulae, or computation methods used in the Annual Fiscal Plan for any Fiscal Year, Canada and the Participating First Nation shall make every reasonable effort to reach agreement respecting correction of the error. An issue not resolved through this process may be referred to dispute resolution pursuant to Part 8 – Dispute Resolution.
- 4.8 If the total Governance Amount or Education Amount payable on or before January 15 of a Fiscal Year (i.e., \$D and/or \$H in the Final Annual Fiscal Plan) is a negative number, Canada may deduct this amount from any subsequent payment made by Canada to the Participating First Nation. This will typically be from the payment to be made on or before the following April 15.

Calculation of Governance and Education Amounts

Governance

- 4.9 There will be two calculations for Governance funding each Fiscal Year. In both cases, calculations will be made by Canada using the methodology set out in Schedule D and using the most recently available data and funding factors.
- 4.10 The funding for a Fiscal Year will be equal to 25% of the amount payable for the School Year ending June 30 of that Fiscal Year plus 75% of the amount payable for the School Year starting July 1 of that Fiscal Year.
- 4.11 On or before September 30 of each Fiscal Year, Canada will provide the Participating First Nation with a preliminary calculation showing the Governance Estimate for the subsequent Fiscal Year. This calculation will use the most recently available data and funding factors and will be set out in the Preliminary Annual Fiscal Plan.
- 4.12 On or before July 1 of each Fiscal Year, Canada will re-calculate the Governance Amount for the Fiscal Year, using up to date data and funding factors. If necessary, this calculation will also include an adjustment for the School Year that ended on June 30 of that Fiscal Year to apply updated data and funding factors and will be set out in the Final Annual Fiscal Plan.

Education

- 4.13 There will be two calculations for Education funding each Fiscal Year. Canada will perform these calculations using the methodology set out in Schedule A, or its

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replacement, using the most recently available data and funding factors and provide them to the Participating First Nation.

- 4.14 The funding for a Fiscal Year will include 30% of the amount calculated for the School Year ending June 30 and 70% of the amount calculated for the School Year starting July 1 of each Fiscal Year.
- 4.15 On or before September 30 of each Fiscal Year, Canada will provide the Participating First Nation with a preliminary calculation showing the Education Estimate for the subsequent Fiscal Year which will be set out in the Preliminary Annual Fiscal Plan.
- 4.16 On or before May 15 of each Fiscal Year, Canada and the Participating First Nation will receive from ISC a final calculation of the Education Amount for the current School Year. If necessary, this calculation will also include an updated estimate of the Education Amount payable for the School Year beginning July 1 of that Fiscal Year that applies updated data and funding factors and will be set out in the Final Annual Fiscal Plan.

Timing of Payments

- 4.17 Canada will make payments to the Participating First Nation for Governance and Education in amounts determined under the process set out in this Part as follows:
- a) On or before April 15 of each Fiscal Year, Canada will provide to the Participating First Nation 100% of the Governance Estimate that was included in the Preliminary Annual Fiscal Plan (i.e., \$T from that document) for that Fiscal Year.
 - b) If the Governance Estimate (i.e., \$T from the Preliminary Annual Fiscal Plan) is less than the Governance Amount (i.e., \$C from the Final Annual Fiscal Plan), Canada will provide to the Participating First Nation on or before January 15 of the same Fiscal Year an additional payment equal to the difference between the two amounts.
 - c) If the Governance Estimate is greater than the Governance Amount, Canada may deduct the difference between the amounts from a subsequent payment made by Canada to the Participating First Nation (ordinarily from the payment to be made under 4.17(a) in the following Fiscal Year.
 - d) On or before April 15 of each Fiscal Year, Canada will provide to the Participating First Nation 100% of the Education Estimate that was included in the Preliminary Annual Fiscal Plan.
 - e) If the Education Estimate is less than the Education amount included in the Final Annual Fiscal Plan, Canada will provide to the Participating First Nation on or before

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January 15 of the Fiscal Year in which the Education Funding Amount was calculated a payment equal to the difference between these two amounts.

- f) If the Education Estimate is greater than the Education Amount, Canada may deduct the difference from any subsequent payment made by Canada to the Participating First Nation (ordinarily from the payment to be made pursuant to 4.17(d) in the following Fiscal Year.

4.18 The Participating First Nation:

- a) is entitled to retain any unexpended transfer payments received under this Agreement; and
- b) is responsible for any expenditures that exceed the transfer payments provided to the Participating First Nation under this Agreement.

4.19 Canada will make transfer payments for Centralized Education Services that are federally funded in accordance with Schedule B (Centralized Education Services).

4.20 Canada’s commitments may be carried out by any department of the Canadian federal government.

5 PERIODIC REVIEW AND COLLECTIVE ENGAGEMENT

5.1 The Parties will commence their first periodic review of this Agreement, including the Schedules, no later than three years after the Effective Date and will conduct subsequent periodic reviews every five years after the conclusion of the first periodic review, or sooner at the request of either Party.

5.2 The Parties will meet:

- a) at least six months before the commencement of a scheduled periodic review; or
- b) as soon as practicable where a periodic review has been requested by either Party

to confirm the process and conduct of the review.

5.3 The purposes of the periodic review referred to in paragraph 5.1 are to:

- a) ensure that the Participating First Nation has the funding required to meet its obligations under this Agreement and the Education Jurisdiction Agreement;

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- b) ensure that the Participating First Nation is receiving no less funding than the amount that it would receive if it had not entered an Education Jurisdiction Agreement;
 - c) ensure that this Agreement is amended to incorporate any changes made to the funding arrangements that support the building, major repair or replacement of infrastructure for schools operated by First Nations;
 - d) consider whether the transfer payments under this Agreement advance the goals set out in paragraph 7.1 of the Education Jurisdiction Agreement, and are consistent with the “fiscal principles for the renewed fiscal relationship” set out in Canada’s Collaborative Fiscal Policy;
 - e) consider whether funding amounts under BCTEA continue to be relevant and workable in support of the Education Jurisdiction Agreement;
 - f) determine how new categories of funding under BCTEA or any successor agreement will be made available to the Participating First Nation;
 - g) ensure comparability with increases in funding for governance-related activities provided to other Indigenous groups with sectoral self-government agreements in Education; and
 - h) address other funding issues as agreed by the Parties.
- 5.4 If BCTEA expires or is terminated, the Parties will meet to determine whether the funding methodology set out in Schedules A, B, C and D should be continued or renegotiated.
- 5.5 At least 18 months prior to the expiry of BCTEA, the Parties will meet to consider the implications of the possible expiry, extension or renewal of BCTEA.
- 5.6 If a dispute arises between the Parties in the course of a periodic review under paragraphs 5.1 to 5.3, or their meetings under paragraphs 5.4 and 5.5, they will seek to resolve their disagreement in accordance with the dispute resolution process set out in Part 8 (Dispute Resolution).
- 5.7 At the request of the Participating First Nation, Canada will undertake the reviews contemplated in paragraphs 5.1 to 5.5 on a collective basis with the Participating First Nation and Other Participating First Nations that wish to engage in that collective review process.

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- 5.8 At the request of the Participating First Nation, Canada will undertake the negotiation of a replacement of this Agreement under Part 2 or an amendment of this Agreement on a collective basis with the Participating First Nation and Other Participating First Nations that are under the same form of agreement and wish to engage in that collective negotiation process.
- 5.9 If an Other Participating First Nation requests that Canada undertake the reviews contemplated in paragraphs 5.1 to 5.5 or the negotiations referred to in paragraph 5.8 on a collective basis, the Participating First Nation may choose to participate in that collective review process.
- 5.10 Canada acknowledges that the Participating First Nation has an interest in, and may be impacted by, any review of BCTEA by the parties to BCTEA that may result in changes to BCTEA or its implementation and, therefore, Canada will provide at least 30 days prior notice to the Participating First Nation of any review to ensure the Participating First Nation may meaningfully participate and be consulted in such review.
- 5.11 Canada acknowledges that the Participating First Nation has an interest in, and may be impacted by, any review of Canada’s Collaborative Fiscal Policy that may result in changes to support governance activities or other expenditure needs and, therefore, Canada will give prior notice to the Participating First Nation and provide for the Participating First Nation’s participation in any review in which those interests or impacts are relevant.

Exceptional Circumstances

- 5.12 Where exceptional circumstances arise, which create pressures that would significantly impair the ability of the Participating First Nation to meet its obligations set out in this Agreement, the Parties will, at the request of the Participating First Nation:
- a) meet within two weeks of the Participating First Nation’s request, to review the exceptional circumstances and the impact on ability of the Participating First Nation to meet its obligations;
 - b) review potential funding sources or other assistance available to the Participating First Nation to meet its obligations;
 - c) determine what steps, if any, are required by the Parties to address the impact of the exceptional circumstances on the ability of the Participating First Nation to meet its obligations; and

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- d) make best efforts to take the identified steps to remedy the impact of the exceptional circumstances on the ability of the Participating First Nation to meet its obligations.

5.13 The Parties agree that nothing in this Agreement affects any agreements or plans related to emergencies, including extraordinary circumstances, between or among the Participating First Nation, Other Participating First Nations, Canada and BC.

6 ACCOUNTABILITY

6.1 The Participating First Nation is accountable to its Members for the delivery of Education.

6.2 The Participating First Nation will provide reports to Canada as set out in Schedule E (Reporting) to this Agreement.

6.3 The Participating First Nation agrees that, where it engages an agent or authorizes a contractor to deliver Education on its behalf, the Participating First Nation will remain responsible for performing its obligations under this Agreement.

6.4 The Parties agree that all accounts and financial statements required to be prepared under this Agreement will be maintained and prepared in accordance with Generally Accepted Accounting Principles.

6.5 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; and
- b) where the Participating First Nation transfers funds to an agent or contractor under paragraph 6.3 to deliver Education, 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.

6.6 Paragraphs 6.3 and 6.5(b) do not apply in respect of Eligible Students attending BC Public Schools or BC Independent Schools.

7 INFORMATION EXCHANGE

7.1 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,

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and periodic review of this Agreement. The sharing of this information is in addition to the reporting set out in Schedule E (Reporting).

- 7.2 The Parties will collect, share and disclose information under this Agreement in a manner that ensures the confidentiality of that information to the same extent as applies generally to other governments exchanging similar types of information in Canada.

8 DISPUTE RESOLUTION

- 8.1 The Parties will use best efforts to prevent or minimize disputes in relation to the interpretation, application or implementation of this Agreement.
- 8.2 In the event that a dispute arises between the Parties regarding the interpretation, implementation, or fulfillment of a provision of this Agreement, the Parties agree to participate in good faith in the dispute resolution process set out in this Part 8.
- 8.3 In the event a Party is of the reasonable view 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 notice setting out:
- a) that the Party giving notice wishes to refer the dispute to the dispute resolution process provided for in this Agreement; and
 - b) a concise summary of the nature of the dispute and documents relied upon.
- 8.4 Upon receiving the notice under paragraph 8.3, the other Party may provide a response to the notice and will participate in informal discussions and attempt to resolve the dispute.
- 8.5 As a general principle, the Parties desire and expect that a dispute arising from this Agreement will be resolved by informal discussion between them.
- 8.6 Subject to paragraph 8.7, where the Parties are unable to resolve the dispute through informal discussion within forty-five (45) days of the notice being sent under paragraph 8.3, or a longer period if the Parties agree in writing, the Parties may refer the dispute for resolution in accordance with Part 9 (Dispute Resolution) of the Education Jurisdiction Agreement and, for greater certainty, the dispute will be considered to be a dispute for the purposes of those provisions.
- 8.7 For greater certainty, disputes arising under this Agreement may not be referred to and finally resolved by arbitration under paragraphs 9.6 and 9.7 of the Education Jurisdiction Agreement.

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- 8.8 Nothing in this Agreement prevents a Party from commencing judicial proceedings at any time to prevent the loss of a right to commence proceedings due to the expiration of a limitation period, or to obtain interlocutory or interim relief that is otherwise available pending resolution of the dispute under this Agreement.

9 DEFAULT AND REMEDIES

- 9.1 A Party will be in default of this Agreement in the event that the Party:
- a) breaches any provisions of this Agreement or fails to fulfill any of its obligations as set out in this Agreement; or
 - b) gives or makes a representation, statement or report, required under this Agreement, that it knows or reasonably ought to know, is false in any material way.
- 9.2 Where there is an alleged default of this Agreement, the Party alleging the default shall notify the other Party in writing of the alleged default, the circumstances giving rise to the alleged default and, where appropriate, proposed steps to remedy the alleged default.
- 9.3 A Party that receives a notice of default under paragraph 9.2 shall, within thirty (30) days of receipt of the notice, notify the other Party, of one of the following:
- a) that it has remedied the default or, if the default is not amenable to remedy within the 30-day period, that it has commenced and will diligently continue to remedy the default, including a description of the remedial action taken, being taken, or set to be taken; or
 - b) that it disagrees, with reasons, that a default has occurred, in which case the issue shall be referred to the dispute resolution process set out in Part 8 (Dispute Resolution).
- 9.4 A Party that gives notice of an alleged default under paragraph 9.2 may at any time waive the default, if it is found to exist, by providing waiver to the other Party, in which case the default is waived for both Parties for all purposes.

10 GENERAL PROVISIONS

Schedules to Agreement

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

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Schedule “B” to Education Jurisdiction Framework Agreement

Schedule	Description
A	Education Funding for Eligible Students
B	Centralized Education Services
C	Funding for First Nation Sectoral Education Governance Activities
D	Methodology for Governance Funding
E	Reporting
F	One-Time Implementation Activities
G	Annual Fiscal Plan Tables

Amendment

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

No Implied Waiver

- 10.3 No term or condition of this Agreement, performance of an obligation by a Party, or default by a Party, 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.
- 10.4 No waiver of a term or condition of this Agreement, of performance by a Party of an obligation in this Agreement, or of default by a Party of an obligation under this Agreement, will be deemed to be a waiver of any other covenant, term or condition, or of any subsequent default.

Interpretation of Agreement

- 10.5 In this Agreement:
- a) unless it is otherwise clear from the context, “including” means “including, but not limited to”, and “includes” means “includes, but is not limited to”;
 - b) headings and subheadings are for convenience only, do not form a part of this Agreement and in no way define, limit, alter or enlarge the scope or meaning of any provision of this Agreement;
 - c) a reference to a statute includes every amendment to it, every regulation made under it and any law enacted in substitution for it or in replacement of it;

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- d) a reference to an agreement that is included as a Schedule to this Agreement includes every amendment to it and every agreement made in substitution for it or in replacement of it;
- e) unless it is otherwise clear from the context, a reference to a Schedule means a Schedule to this Agreement;
- f) unless it is otherwise clear from the context, the use of the singular includes the plural, and the use of the plural includes the singular;
- g) all accounting terms have the meanings assigned to them under Generally Accepted Accounting Principles;
- h) unless otherwise specified, a reference to “agreed to” means by written agreement.

Nature of Agreement

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

10.7 This Agreement is not intended to:

- a) create, amend, define, abrogate or derogate from the nature and scope of the Participating First Nation’s aboriginal or treaty rights recognized and affirmed under section 35 of the *Constitution Act, 1982*, or the exercise of those rights;
- b) prejudice, limit or restrict the position that the Participating First Nation may take at any time with respect to the aboriginal or treaty rights of the Participating First Nation or the exercise of those rights; or
- c) restrict or limit the Participating First Nation from entering into other agreements with Canada or other parties with respect to any matter, including those matters covered under this Agreement.

Further Assurances

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

Severability

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

- a) the Parties will make best efforts to remedy or amend the provision; and
- b) the validity, legality or enforceability of the remaining provisions will not in any way be considered by the Parties to be affected or impaired.

Enurement

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

Appropriation by Parliament

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

No Assignment

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

No Partnership or Joint Venture

10.13 This Agreement does not create any partnership, agency, association, joint venture or employer-employee relationship between the Participating First Nation and Canada.

Lobbying Act

10.14 The Participating First Nation acknowledges the obligation of those who are bound by the Lobbying Act to comply with that legislation.

Current or former office holders

10.15 No member of the House of Commons or the Senate of Canada is to be admitted to any share or part of this Agreement or to any benefit arising from it not otherwise available to the general public, unless such a member is also a member of the Participating First Nation.

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10.16 The Participating First Nation acknowledges that current or former public servants or public office holders are bound by the *Conflict of Interest Act*, the *Conflict of Interest and Post-Employment Code for Public Office Holders* and the *Values and Ethics Code for the Public Service* and may not derive any direct benefit from this Agreement unless the provision or receipt of such benefits is in compliance with such legislation and codes.

Notices and Communications

10.17 Unless it is otherwise clear from the context, references in this Agreement to any notice, communication, response, waiver or agreement between the Parties is a reference to a written notice, communication, response, waiver or agreement.

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

- a) delivered personally or by courier 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) 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) sent by email 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) mailed by registered post in Canada, five 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 email or facsimile transmission.

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

For:	Canada
Attention:	Minister of Crown-Indigenous Relations House of Commons Room 583, Confederation Building OTTAWA, ONTARIO K1A 0A6
Fax Number:	(819) 953-4941
Email:	aadnc.infopubs.aandc@canada.ca
For:	{X NATION}

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Attention: _____ title
Address _____

Fax Number: _____
Email: _____

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

HIS MAJESTY THE KING IN RIGHT OF CANADA, as represented
by the Minister of Crown-Indigenous Relations

Hon. Marc Miller, P.C., M.P.

{X NATION}, as represented by

[NAME, TITLE]

SCHEDULE A
EDUCATION FUNDING FOR ELIGIBLE STUDENTS

1. Unless otherwise agreed to by the Parties, the amount to be provided to the First Nation for its Eligible Students attending:
 - a) a First Nation School; or
 - b) a BC Public School, BC Independent School or a school operated by or on behalf of Another First Nation, including an online school, alternate education centre, adult education centre, or early childhood learning centre offering an Education program;

will be determined by the funding approach and process set out in BCTEA, as amended from time to time, for so long as that agreement is in force.

2. For greater clarity, funding under section 1 is the amount calculated using the approach and process set out in BCTEA, with the exception of Second and Third Level Services, as defined in BCTEA, which will be addressed as set out in Schedule B (Centralized Education Services).
3. The amounts set out in Table 1 are the amounts that were payable under the BCTEA as of September 30, 2021 (2021-22 school year). This table has been prepared for illustrative purposes and will be amended and replaced from time to time.
4. Consistent with paragraph 5.3(b) of the Agreement, the Parties agree that, if the implementation of the funding approach set out in this Schedule will result in less funding than the amount that the First Nation would have received had it not entered into an Education Jurisdiction Agreement, they will work in a timely manner to remedy this reduction of funding.
5. Canada will ensure that the First Nation has access to any additional funding provided by Canada outside BCTEA that may be made available for BC First Nations or BC First Nation students in relation to Education and/or supporting First Nation student success. This does not include additional funding provided by Canada outside BCTEA to BC First Nations in relation to activities included within the scope of Schedule C (Funding for First Nation Sectoral Education Governance Activities).
6. If BCTEA is terminated and is not replaced by a successor agreement, the Parties will meet to develop a new approach to determining funding amounts to be provided to support the implementation of the Education Jurisdiction Agreement.
7. If BCTEA is replaced by a successor agreement, the Parties will meet to determine whether funding amounts to be provided to support the implementation of the

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Education Jurisdiction Agreement should be determined based on the successor agreement or a different approach.

8. If this Agreement is terminated and no replacement agreement is reached, in accordance with paragraph 7.9 of the Education Jurisdiction Agreement, Canada will continue to provide the Participating First Nation with funding for Education consistent with the commitments set out in this Schedule.

TABLE 1

First Nation School Funding

	Factor	Amount	Allocation
1 Basic Amount		\$7,885	
2 Adult Education		\$7,885	
3 Enrolment Decline			
4 <i>FTEs 1 year previous</i>			
5 <i>FTEs 3 years previous</i>			
6 ELL		22.6% * \$1,585	
7 Aboriginal Education		\$1,565	
8 Equity of Opportunity Supplement		\$124.82	
9 Salary Differential		\$180.33	
10 Small Community Supplement			
11 <i>Elementary</i>			
12 <i>Secondary</i>			
13 <i>Grade 11 & 12</i>			
14 Low Enrolment			
15 <i>FTEs</i>		\$1,530	
16 <i>schools</i>		\$38,246	
17 Rural Supplement	[local SD factor]	Line 1 * Factor * 20%	
18 Climate Supplement	[local SD factor]	Line 1 * Factor * 5%	
19 Student Location Factor		[Local SD Rate]	
20 Curriculum and Learning Support		\$9	
21 Non-OGM Funding	Total Rows 1-20	13.71%	
22 Technology Support			
23 <i>BCeSIS Funding</i>		\$20	
24 <i>Technology Funding</i>		[FN School Amount]	
25 Education Minor Capital		\$120	
26 Language and Culture		\$1,195	
27 Transportation	Weighted Enrolment	[See note]	
28 Funding Protection			
29 Total First Nation School Funding			

Provincial / Independent Tuition

	Factor	Billing Rate	Allocation
30 Independent		[Local SD Rate]	
31 Provincial		[Local SD Rate]	
32 Total Provincial/Independent School Funding			

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Student Support Services		Factor	Rate	Allocation
33	Accommodation		\$6,480	
34	Ancillary Services		\$287	
35	CISS		\$221	
36	Guidance and Counselling		\$179	
37	G&C (Accommodation)		\$1,094	
38	Financial Assistance			
39	<i>Grades 8-10, SS</i>		\$144	
40	<i>Grade 11</i>		\$287	
41	<i>Grade 12</i>		\$431	
42	Total Student Support Funding			
43	TOTAL FUNDING			

Notes to Table 1

- Line 1 Factor = school aged FTEs
- Line 2 Factor = adult FTEs
- Line 4 Allocation = 1 year decline > 1% and <= 4%, 50% of Basic Amount, plus 1 year decline > 4%, 75% of Basic Amount
- Line 5 Allocation = 3 year decline > 7%, 50% of Basic Amount
- Line 6 Factor = school aged enrolments
- Line 7 Factor = school aged enrolments
- Line 8 Factor = sum of school aged and adult FTEs
- Line 9 Factor = sum of school aged and adult FTEs
- Line 11 Allocation as follows
 Elementary FTEs <= 8: \$105,500
 Elementary FTEs 9 to 110: \$221,417
 Elementary FTEs 111 to 250: \$221,417 minus (\$1,581.55 for each FTE over 110)
- OR
- For schools more than 40km from nearest school by paved road (or 5 km by other means)
 Elementary FTEs < = 15: \$224,900
 Elementary FTEs 16 to 75: \$252,800
- Line 12 Allocation as follows
 School aged secondary FTEs <= 100: \$6,371.85 per school aged secondary FTE
 School aged secondary FTEs 101 to 635: \$637,185 minus (\$1,191 per school aged secondary FTE over 100)
- Line 13 For schools qualifying for funding under line 12
 Grade 11 & 12 FTEs <= 15: \$17,194 per school aged grade 11 or 12 FTE
 Grade 11 & 12 FTEs 16-215: \$257,910 minus (\$1,289.55 per school aged grade 11 or 12 FTE over 15)
- Line 15 Factor = sum of school aged and adult FTEs
- Line 16 Factor = number of First Nation schools operated by the Participating First Nation
- Line 19 Factor = school aged FTEs. Amount = local school district amount determined pursuant to BCTEA

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Line 20	Factor = sum of school aged and adult FTEs
Line 23	Factor = sum of school aged and adult enrolments
Line 24	Amount of internet connectivity funding determined pursuant to BCTEA
Line 25	Factor = sum of school aged and adult FTEs
Line 26	Factor = school aged enrolments
Line 27	Factor = sum of 100% of K4-Grade 3 school aged enrolments, 80% of other school aged enrolments and 50% of adult enrolments. Amount = \$993.50 for Factor ≤ 23 , \$864.60 for Factor > 23 and ≤ 35 , \$713.80 for Factor > 35 and ≤ 47 , and \$547.30 for Factor > 47
Line 28	Allocation = If the year-over-year total operating grants (Lines 1 through 27) drops significantly, this is an additional amount to ensure the decline is no greater than 1.5% of last year’s amount
Line 30	Factor = total school aged FTEs enrolled in independent schools
Line 31	Factor = total school aged FTEs enrolled in provincial schools
Line 33	Factor = number of school aged enrolments requiring accommodation
Line 34	Factor = sum of factors for lines 30 and 31
Line 35	Factor = total school aged enrolments in schools of all types
Line 36	Factor = total school aged enrolments in schools of all types
Line 37	Factor = factor for Line 33
Line 39	Factor = total number of school aged enrolments in grades 8 through 10 or secondary ungraded
Line 40	Factor = total number of school aged enrolments in grade 11
Line 41	Factor = total number of school aged enrolments in grade 12

SCHEDULE B
CENTRALIZED EDUCATION SERVICES

1. Subject to section 2, funds will continue to be provided to FNEC to provide Centralized Education Services to the Participating First Nation.
2. If the Participating First Nation wishes to take responsibility for providing some or all of the Centralized Education Services, it will give notice to FNEC of its intention to do so at least 12 months in advance of the start of the following School Year.
3. Where requested by the Participating First Nation, the Participating First Nation and Canada will engage with FNEC to negotiate and attempt to reach an agreement on the methodology for calculating the annual amount that will be provided to the Participating First Nation to provide Centralized Education Services, a description of those services that will be provided by the Participating First Nation and those services, if any, that will continue to be provided by FNEC.
4. The Participating First Nation acknowledges that, in determining the calculation under section 3, Canada will not seek to draw down core funds from FNEC.
5. The Parties acknowledge that Canada will provide funding to the First Nations Education Authority to support the School Certification Process, including funding to support the Participating First Nation's participation in that process.
6. It is understood that, where the Participating First Nation provides Centralized Education Services, the Participating First Nation is responsible for ensuring the delivery of Centralized Education Services and paragraph 4.4 of the Agreement applies with respect to any surplus or deficit the Participating First Nation may incur.
7. A Participating First Nation that has assumed responsibility for providing some or all of the Centralized Education Services may provide notice to FNEC that it wishes to return responsibility for some or all of these Centralized Education Services at least 12 months in advance of the start of the following School Year.
8. Where requested by the Participating First Nation, the Participating First Nation and Canada will engage with FNEC to negotiate and attempt to reach an agreement on the calculation of the amount that will be returned to FNEC to enable FNEC to reassume responsibility for providing Centralized Education Services, a description of those services that will be provided by FNEC and those services, if any, that will continue to be provided by the Participating First Nation.

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9. Where Canada makes new funding available in relation to Centralized Education Services or other collective programs or services for BC First Nations or BC First Nation students, Canada will ensure that such funding is provided for the benefit of the Participating First Nation.

SCHEDULE C
FUNDING FOR FIRST NATION SECTORAL EDUCATION GOVERNANCE ACTIVITIES

1. Canada will provide \$175,892 to the Participating First Nation to carry out Education governance responsibilities and activities in the Initial School Year.
2. In subsequent School Years, the transfer payment from Canada to the Participating First Nation will include funding to carry out Education governance responsibilities and activities determined in accordance with the funding methodology set out in Schedule D (Methodology for Governance Funding).
3. Education governance responsibilities activities include, among others:
 - a) exercising legislative jurisdiction, including implementing and updating First Nation Education Laws;
 - b) developing, implementing and updating regulatory frameworks;
 - c) developing, implementing and updating policy;
 - d) legislative and executive decision-making;
 - e) oversight and evaluation of Education;
 - f) governance training;
 - g) legal;
 - h) intergovernmental relations;
 - i) appeals and reviews;
 - j) financial management and reporting;
 - k) information sharing; and
 - l) general administrative services.

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SCHEDULE D
METHODOLOGY FOR GOVERNANCE FUNDING

"Person Day Amount" in reference to a number of person days at a salary level means that salary amount divided by 260.89 multiplied by the number of person days.

"Percentage of an FTE" in respect of a number of person days means that number multiplied by 0.3833%.

Part I – Ongoing Governance Amounts

Table 1

Salary Band	Person Days	Salary on April 15 2021	Person Day Amount	Wage related costs @ 25.41%	Non-wage cost amount	Percentage of an FTE	Non-wage Amount	Total
MCCF06	36	\$137,900	\$19,029	\$4,835	\$10,179	13.80%	\$1,405	\$25,268
MCCF04	183	\$107,950	\$75,721	\$19,241	\$12,791	70.14%	\$8,972	\$103,934
MCCF04	30	\$107,950	\$12,413	\$3,154	\$10,179	11.50%	\$1,170	\$16,738
AOR32	12	\$90,573	\$4,166	\$1,059	\$10,179	4.60%	\$468	\$5,693
AOR29	6	\$82,681	\$1,902	\$483	\$9,052	2.30%	\$208	\$2,593
Chief	30	\$115,218	\$13,249	\$3,367	\$19,007	11.50%	\$2,186	\$18,801
Councillor	120	\$57,609	\$26,498	\$6,733	\$7,860	46.00%	\$3,615	\$36,847
TOTAL								\$209,874

D.1 Canada shall pay to the Participating First Nation the amount set out in the total calculated in Table 1.

D.2 The salaries set out in column 3 are calculated by using the mean of the highest and lowest salary increments associated with the relevant salary band in the British Columbia public service in the case of provincial salary bands, and by using the methodology provided for in Canada's Collaborative Fiscal Policy for Chief and Councillor salary amounts. These shall be updated annually, using the most recently published salary bands applicable at the start of the following School Year.

D.3 Wage related costs include amounts for benefits (20%), workers compensation premiums (1.91%), professional development (2%) and provision for severance (1.5%).

D.4 Non-wage cost amounts include provisions for travel, communication, materials, supplies and the annualized cost of office equipment as developed in Canada's Collaborative Fiscal Policy.

D.5 In the event that there are no current reference data, the Parties may meet to discuss amendments to Table 1 as part of the process provided for in paragraph 5.1 of this Agreement.

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Part II – Incremental Governance Amounts

Table 2
Incremental Governance Activities

Purpose	Salary Band	Person Days	Salary on April 14, 2019	Person Day Amount
Additional Travel	MCCFO4	0	\$105,850	\$0
Secondary Grades	MCCFO4	12	\$105,850	\$6,106
Enrolments from Another First Nation’s Reserve	MCCFO4	12	\$105,850	\$6,106
Total				\$12,212

D.6 Canada shall provide additional Person Day Amounts as set out in Table 2 to reflect:

D.6.1 The additional travel time required for the Participating First Nation’s representatives in the governance activities taking place in the Lower Mainland (Vancouver and surrounding areas) or the Capital Region (Victoria and surrounding areas). *[Applicable where travel by the most efficient means from the Community to the Lower Mainland or to the Capital Region exceed 3.75 hours and these amounts can stack.]*

D.6.2 The additional governance activities associated with the delivery of secondary grades, or an adult high school graduation program related to curriculum standards. *[Applicable where the Participating First Nation provides, in its own school, enrolment in Grade 9 or higher (including secondary ungraded), or courses leading to adult high school graduation.]*

D.6.3 The additional governance activities associated with enrolments from another First Nation’s reserve. *[Applicable at a rate of one person day for each reserve from which there are enrolments in the First Nation School, other than the Participating First Nation’s reserves and these amounts can stack].*

Table 3
Geographic Amounts

Governance Amount	\$209,874
Incremental Amounts	\$12,212
Subtotal	\$222,086
Remoteness Index	0.08
Environmental Index	0.40
Adjustment Rate	5.60%
Geographic Amount	\$12,437

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D.7 Canada shall provide incremental governance funding to reflect geographic circumstances as set out in Table 3, where the Remoteness Index and the Environmental Index are the numbers set out for the Participating First Nation in the latest version of the *Band Classification Manual* of Indigenous Services Canada, and the Adjustment rate is 20% of the Remoteness index, plus 10% of the Environmental Index.

D.8 Where Canada develops a new methodology to reflect funding increments for governance programs for Indigenous groups, the Parties may meet and discuss replacing the methodology reflected in Table 3.

**SCHEDULE E
REPORTING**

1. The Participating First Nation will ensure that data is collected, or provided to it by an agent or contractor delivering Education, and that this data is provided in accordance with the reports and reporting dates as follows:
 - a) enrolment by grade/level, broken down by type of school (Participating First Nation controlled school/BC independent school/public school/school operated by or on behalf of Another First Nation) and gender identity to be provided to Canada by October 15 of each calendar year; and
 - b) completion rate and number by gender identity to be provided to the First Nations Education Authority by September 15 of each calendar year.
2. The tables and information set out below in this Schedule are included for illustrative purposes only, recognizing that the data referred to in section 1 will be collected electronically.

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EDUCATION REPORTING FOR FISCAL 20XX

Part I: Eligible Students

Total Number of Schools Within Community: _____

ENROLMENT HEADCOUNT													
SCHOOL TYPE	Participating First Nation Schools (Total for All)			BC Independent Schools (Total for All)			BC Public Schools (Total for All)			Other First Nation Schools (Total for All)			Total
	MALE	FEMALE	OTHER	MALE	FEMALE	OTHER	MALE	FEMALE	OTHER	MALE	FEMALE	OTHER	
SCHOOL-AGE IN GRADE K-3													
SCHOOL-AGE IN GRADES 4-7													
SCHOOL-AGE IN GRADES 8-10													
SCHOOL-AGE ELEMENTARY IN GRADES 11-12													
ADULT STUDENT													

ENROLMENT FTE													
SCHOOL TYPE	Participating First Nation Schools (Total for All)			BC Independent Schools (Total for All)			BC Public Schools (Total for All)			Other First Nation Schools (Total for All)			Total
	MALE	FEMALE	OTHER	MALE	FEMALE	OTHER	MALE	FEMALE	OTHER	MALE	FEMALE	OTHER	
SCHOOL-AGE IN GRADE K-3													
SCHOOL-AGE IN GRADES 4-7													
SCHOOL-AGE IN GRADES 8-10													
SCHOOL-AGE ELEMENTARY IN GRADES 11-12													
ADULT STUDENT													

Note: “Other First Nation Schools” refers to schools operated by or on behalf of Another First Nation.

- Complete the Part I tables for both the number of students (headcount) and the number of full-time equivalent students (FTE).
- Students enrolled in K4 programs offered by First Nations should be counted as “K4 – Grade 12” under “Participating First Nation Schools” or “Other First Nation Schools.”
- Headcount and FTE counts should include total numbers attending all schools of that category type.

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Part II: Reciprocal Tuition Students

PARTICIPATING FIRST NATION SCHOOL	Enrolment (Headcount)				Enrolment (FTE)			
	MALE	FEMALE	OTHER	TOTAL	MALE	FEMALE	OTHER	TOTAL
SCHOOL-AGE K5 – GRADE 12								

- Complete the Part II table for both the number of students (headcount) and the number of full-time equivalent students (FTE) enrolled from K5 through Grade 12.

Part III: Students Residing on Another First Nation’s Reserve* Attending the Participating First Nation’s Schools

- Funding for those students is paid by Indigenous Services Canada (ISC) to the other First Nation

	ENROLMENT (HEADCOUNT)				ENROLMENT (FTE)			
	MALE	FEMALE	OTHER	TOTAL	MALE	FEMALE	OTHER	TOTAL
ENROLLED FROM [OTHER FIRST NATION]								
SCHOOL-AGE K4 – GRADE 12								
ADULT STUDENTS								
ENROLLED FROM [OTHER FIRST NATION]								
SCHOOL-AGE K4 – GRADE 12								
ADULT STUDENTS								

- Complete the Part III table for both the number of students (headcount) and the number of full-time equivalent students (FTE) enrolled from K4 through Grade 12, and in an adult graduation program.
- Students enrolled in K4 programs offered by First Nations should be counted as “K4 – Grade 12” under “First Nation School.”
- Complete the Part III table for each other First Nation that has on-reserve students enrolled in any of the Participating First Nation’s Schools.

Part IV: Completion Rate

Completion Number and Rate – Participating First Nation School						
	Male (#)	Female (#)	Other (#)	Male (%)	Female (%)	Other (%)
DOGWOOD						
FN EQUIVALENT TO DOGWOOD						
ADULT DOGWOOD						
FN EQUIVALENT TO ADULT DOGWOOD						
SCHOOL LEAVING CERTIFICATE						
FN EQUIVALENT TO SCHOOL LEAVING CERTIFICATE						

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- The completion rate (%) for each certificate is calculated by dividing the number (headcount) of certificate completions by students of that gender by the number (headcount) of Grade 12 students of that gender and multiplying the result by 100 for the most recently completed school year.

SCHEDULE F
ONE-TIME IMPLEMENTATION ACTIVITIES

1. One-time implementation activities, which may be carried out before or after the Effective Date, include the following:

Pre-ratification of Education Jurisdiction Agreement

- a) development of a First Nation Education Law-Making Protocol;
- b) ratification of the Education Jurisdiction Agreement;
- c) development of an Education Law (or Laws) to be enacted on or after the Effective Date; and
- d) communication and engagement on the Education Jurisdiction Agreement and its implementation, including discussion among the leadership of the Participating First Nation and design of the Community Education Authority.

Following ratification of Education Jurisdiction Agreement

- e) creation of a registry of the Participating First Nation’s laws;
- f) development of processes for input from non-Member students or parents;
- g) establishment of policy;
- h) appointment of officials;
- i) establishment of enforcement processes;
- j) development of Education Co-Management Agreement with the First Nations Education Authority;
- k) establishment and start-up of a Community Education Authority or adaptation of the structure of a Community Education Authority in preparation for transition to jurisdiction;
- l) inter-governmental relations;
- m) implementation of this Agreement and the Education Jurisdiction Agreement, including the development of information systems and systems transition; and
- n) other matters agreed to by the Parties.

SCHEDULE G
ANNUAL FISCAL PLAN TABLES

Table 1: Preliminary Annual Fiscal Plan

Preliminary Annual Fiscal Plan for 2023-2024 Fiscal Year	School Year ending June 30, 2023	School Year beginning July 1, 2023	Estimated Amount Payable for the 2023-2024 Fiscal Year
Governance	\$R (25% of estimated total)	\$S (75% of estimated total)	$\$R + \$S = \$T$
Education	\$U (30% of estimated total)	\$V (70% of estimated total)	$\$U + \$V = \$W$
Total	$\$R + \$U = \$X$	$\$S + \$V = \$Y$	$\$T + \$W = \$Z$

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Table 2: Final Annual Fiscal Plan

Final Annual Fiscal Plan for 2023-2024 Fiscal Year	Payable for School Year ending June 30, 2023		Payable for School Year beginning July 1, 2023	Total Amount Payable for the 2023-2024 Fiscal Year	Less Amount of Apr 15, 2023 Payment	Amount Payable on or before Jan 15, 2024
	for Apr 1, 2023 to June 30, 2023	Adjustment based on Actuals for 2022 School Year (i.e., for Apr 1, 2022 through June 30, 2023)				
Governance	\$R from current Fiscal Year's Preliminary Annual Fiscal Plan	\$A (total amount payable for School Year ending June 30, 2023 less \$R from current Fiscal Year's Preliminary Annual Fiscal Plan less \$B from previous Fiscal Year's Final Annual Fiscal Plan)	\$B (will differ from \$S in Preliminary Annual Fiscal Plan only if new data or funding factors are available)	$\$R + \$A + \$B = \C	\$T from current Fiscal Year's Preliminary Annual Fiscal Plan	$\$C - \$T = \$D$
Education	\$U from current Fiscal Year's Preliminary Annual Fiscal Plan	\$E (total amount payable for School Year ending June 30, 2023 less \$U from current Fiscal Year's Preliminary Annual Fiscal Plan less \$F from previous Fiscal Year's Final Annual Fiscal Plan)	\$F (will differ from \$V in Preliminary Annual Fiscal Plan only if new data or funding factors are available)	$\$U + \$E + \$F = \G	\$W from current Fiscal Year's Preliminary Annual Fiscal Plan	$\$G - \$W = \$H$
Total Payable	\$X from current Fiscal Year's Preliminary Annual Fiscal Plan	$\$A + \$E = \$I$	$\$B + \$F = \$J$	$\$C + \$G = \$K$	\$Z from current Fiscal Year's Preliminary Annual Fiscal Plan	$\$D + \$H = \$L$