

CANADA-FIRST NATION EDUCATION JURISDICTION FUNDING AGREEMENT
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 FNECS 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	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	$\$D + \$H = \$L$