



**[Date]**

Attn: **[Name]**  
**[First Nation]**  
**[Address]**  
**[Address Line#2]**

*Via Electronic Mail*

Dear **[Name]**:

RE: Offer to **[First Nation]** to support a Canada-First Nation Education Jurisdiction Agreement

I. Background

Canada is pleased to present an offer for the purposes of reaching a successful conclusion of negotiations to enter into a Canada-First Nation Education Jurisdiction Agreement (“Jurisdiction Agreement”) and a Canada-First Nation Education Jurisdiction Funding Agreement (“Funding Agreement”).

Subject to the approval of the Minister of Crown-Indigenous Relations of an agreement to amend the template agreements, Canada will propose to enter into a Jurisdiction Agreement and a Funding Agreement in the form of those agreements that will be agreed upon by Canada and the First Nation Education Steering Committee (“FNEESC”).

The funding proposed in the Funding Agreement falls into three categories: Education Services, Centralized Services and Education Governance. This offer document will address these areas as well as one-time costs for the implementation of the Jurisdiction Agreement and the costs for a community vote to ratify the agreement and approve the **[First Nation]** law-making protocol. Finally, this offer will provide information relating to the establishment and ongoing funding of the First Nation Education Authority (“FNEA”).

Entry into a Jurisdiction Agreement and a Funding Agreement will involve no impact on funding for Education Services. Canada intends this funding to continue as it is currently provided pursuant to the British Columbia Tripartite Education Agreement – Supporting Student Success (“BC TEA”).

This offer is intended to be consistent with the terms of the Funding Agreement. Where there is any inconsistency between the content of this offer and the template Funding Agreement, the template Funding Agreement will prevail.

All funding amounts will be provided to **[First Nation]** through their existing funding agreement with Indigenous Services Canada British Columbia Region to which the Funding Agreement will be annexed.

References to the “Effective Date” are to the date of publication of an order in the Canada Gazette adding **[First Nation]** to the Schedule to the First Nations Jurisdiction over Education in British Columbia Act (the “Act”).

The fiscal aspects of the proposed Jurisdiction Agreement and Funding Agreement are summarized in this table:

Element	Amount
<i>One-time elements</i>	
One-time Implementation Funding	\$322,000 (to be updated)
Ratification funding support	\$106,000 + variable amount based on population (to be updated)
<i>Ongoing funding after Effective Date</i>	
Funding for Education Services	\$XX (2022 Nominal Roll amount) No change to BC TEA methodologies are contemplated
Funding for Centralized Services	No changes to existing approaches for Canada’s funding to FNEC are contemplated
Ongoing governance funding	\$XX (2023-2024 calculation)
<i>FNEA funding</i>	
Ongoing operational funding	\$XX (2023-2024 calculation)

II. Fiscal Elements

One-Time Funding

Canada offers the amount of \$322,000 (to be updated) as one-time funding to support the activities which must be undertaken by **[First Nation]** in order to be ready to implement Education Jurisdiction on the Effective Date. The list of activities and the approach to funding them was co-developed by Canada and Negotiating First Nations. This amount will be paid to **[First Nation]** as follows:

- 1) \$50,000 to be committed by Canada within seven days of receipt of your written acceptance of this offer.
- 2) The balance of \$272,000 (to be updated) to be committed by Canada within seven days of the later of Canada’s ratification of the Jurisdiction Agreement, or Royal Assent to appropriations legislation providing the one time funding to the Department of Crown-Indigenous Relations and Northern Affairs Canada.

Funding amounts that are committed by Canada are typically paid to recipients within a delay of six to ten weeks, following the transfer payment practices of Indigenous Services Canada British Columbia Region.

## Ratification Funding

Canada offers the amount of \$106,000 + variable amount based on population **(to be updated)** to support the activities necessary for the conduct of a community vote to ratify the Jurisdiction Agreement and approve the law-making protocol. These activities include the establishment of a voters' list, engagement with community members and the conduct of the vote. This amount will be paid to **[First Nation]** as follows:

- 1) The full amount to be committed by Canada within seven days of accepting a work plan for the conduct of a Ratification vote which includes the proposed date of the vote, the method for developing the voters list and the conduct of the vote.

## Education Governance

Canada offers to provide ongoing Education Governance to support the incremental activities of government that are to be taken on by **[First Nation]** in accordance with the Jurisdiction Agreement. The methodology for funding is set out in Schedule "D" to the Funding Agreement.

For Reference, the current amount of Education Governance that would be provided to **[First Nation]** is \$XX calculated according to the methodology set out in Schedule "D" to the Funding Agreement.

This methodology will be adjusted annually making reference to relevant salary amounts in the British Columbia Public Service salary grids and using prevailing methods provided for in *Canada's Collaborative Self-Government Fiscal Policy* to adjust non-salary factors.

No later than 75 days before the Effective Date, Canada will provide you with an update to this amount to reflect the funding factors as they are in effect at that time. If the Effective Date does not fall on April 1, the amount provided in the partial Fiscal Year that includes the Effective Date will be adjusted according to the number of months remaining in the Fiscal Year as of the Effective Date.

### III. Additional Fiscal Elements

The following elements reflect elements of the proposed fiscal relationship which do not form part of this offer either because they are a continuation of existing funding or because they are funding that will be provided to a third party.

## Education Services

The Funding Agreement provides that Canada will provide funding for Education Services in an amount consistent with the funding provided to Indian Bands in British Columbia who are not Participating First Nations under the Act.

More specifically, Canada proposes to provide funding for education services as it does for recipients who are parties to a “10 Year Grant” funding arrangement with annual recalculation of education funding. The current funding methodology is that set out in the BC TEA.

For your reference, we have attached an estimate for the amount of Education Services funding that is projected for the 2023-2024 School Year.

## Centralized Services

Canada will continue to provide funding to FNEESC for the purposes of providing services and funding to **[First Nation]** in the areas of: Special Education, First Nations Language & Culture and Second Level Services (with the exception of School Certification, which will be provided through the FNEA).

**[First Nation]** will continue to receive services and funding from FNEESC in these areas according to FNEESC’s policies as they are in effect from time to time.

The number of Eligible Students and the amount of funding for Education Services (as provided for in the Funding Agreement) relevant to **[First Nation]** will continue to be considered in the funding levels made available to FNEESC and the program responsibilities delegated to FNEESC.

## First Nation Education Authority

Canada is funding the FNEA directly on an ongoing basis.

On the Effective Date, Canada will enter into a funding agreement with the FNEA. This agreement will provide the FNEA with resources to discharge the responsibilities **[First Nation]** will delegate to it under a co-management agreement as provided for in the Act.

For your reference the estimate of the funding that would be provided to the FNEA in the circumstance where **XX** Negotiating First Nations enter into Jurisdiction Agreements on the Effective Date is **\$XX**, based on funding factors currently in effect. Not later than 75 days before the Effective Date, Canada will update the estimate to reflect current funding factors and to reflect the number of First Nations that will be entering into Jurisdiction Agreements. If the Effective Date does not fall on April 1, the funding

provided to the FNEA in the partial Fiscal Year that includes the Effective Date will be adjusted according to the number of months remaining in the Fiscal Year as of the Effective Date.

#### IV. Terms of Offer

This offer is made without prejudice to the positions of the Parties and to positions that any of the Parties may wish to take in negotiations or any other forum.

This offer is not legally binding. Only negotiated and agreed to Canada-First Nation Education Jurisdiction Agreements and Canada-First Nation Education Jurisdiction Funding Agreements would become legally binding, following ratification by both the First Nation and Canada.

This offer may be accepted by you, in writing (including electronic mail), on or before **[Date]**.

I look forward to the opportunity to work with you to bring the negotiation of a Jurisdiction Agreement and a Funding Agreement to a successful conclusion.

Yours truly,

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**[Name]**

Senior Federal Representative

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Annex A: Schedule "D" to the Canada – First Nation Education Jurisdiction Funding  
A

Annex B: Education Services Funding Estimate

Annex C: FNEA Ongoing Funding Model

On behalf of **[First Nation]**, I accept the terms of this offer and confirm that:

- a) **[First Nation]** will conduct a ratification vote on the Jurisdiction Agreement and a law-making protocol in accordance with the **[First Nation]**'s ratification work plan; and
- b) the Funding Agreement, which incorporates the offer elements set out above, will be presented to Chief and Council of **[First Nation]** for their approval.

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**[Name]**