

**BRITISH COLUMBIA – [NAME OF FIRST NATION]
EDUCATION JURISDICTION AGREEMENT**

THIS AGREEMENT dated for reference the [insert date] day of _____.

BETWEEN:

HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA
as represented by the Minister of Education and Child Care
(hereinafter referred to as “British Columbia”)

AND:

[NAME OF FIRST NATION]
(hereinafter referred to as “[NAME OF FIRST NATION]”)

WHEREAS

- A. Indigenous peoples have the right to establish and control their educational systems and institutions as an aspect of their inherent rights of self-determination and self-government, as affirmed in the *United Nations Declaration on the Rights of Indigenous Peoples* (“UN Declaration”) and also as recognized and affirmed under section 35 of the *Constitution Act, 1982*.
- B. Canada, British Columbia and the First Nations Education Steering Committee (FNESC) signed the Education Jurisdiction Framework Agreement (EJFA) dated July 5, 2006, which was extended in 2013, 2018 and 2021, setting out their respective responsibilities in supporting the exercise of Jurisdiction over Education by First Nations.
- C. Canada enacted the *First Nations Jurisdiction over Education in British Columbia Act*, and British Columbia enacted the *First Nations Education Act, SBC 2007, c 40*.
- D. The EJFA included a template Canada-First Nation Education Jurisdiction Agreement as Schedule B, which was updated and replaced on August 11, 2021.
- E. The EJFA also included the British Columbia-First Nation Education Agreement as Schedule A, which was updated and replaced by the agreement between British Columbia and FNESC dated March 11, 2022.
- F. The Minister of Education and Child Care, whose role is generally described in section 167 of the *School Act*, has responsibilities relating to kindergarten to grade 12 education in British Columbia.
- G. **[NAME OF FIRST NATION]** has Jurisdiction over Education on First Nation Land as set out in its Canada-First Nation Education Jurisdiction Agreement.

- H. The Parties are committed to establishing and maintaining an effective relationship based on mutual respect, recognizing that Aboriginal and treaty rights are recognized and affirmed under section 35 of the *Constitution Act, 1982*, children’s rights are affirmed in the *Convention on the Rights of the Child*, Indigenous rights are affirmed by the UN Declaration, and key studies and reports offer important recommendations on advancing reconciliation between the Crown and First Nations, such as the Truth and Reconciliation Commission’s Final Report and Calls to Action.

Now therefore, the Parties agree as follows:

1.0 DEFINITIONS

1.1 The following definitions apply to this Agreement:

- a) **“Adult Dogwood”** means a British Columbia Adult Graduation Diploma that may be issued by the minister under the *School Act* and as described in the Student Credentials Order, as amended from time to time;
- b) **“Agreement”** means this agreement between British Columbia and **[NAME OF FIRST NATION]**;
- c) **“BC Independent School”** means any independent school as defined in the *Independent School Act*, RSBC 1996, c 216;
- d) **“BC Public School”** means any public school in British Columbia where a board of education or francophone education authority provides kindergarten to grade 12 education under the *School Act*;
- e) **“Canada-First Nation Education Jurisdiction Agreement”** means an individual agreement between the government of Canada and a Participating First Nation brought into effect pursuant to the *First Nations Jurisdiction over Education in British Columbia Act*;
- f) **“Certificate Holder”** means a person who holds a certificate of qualification or an independent school teaching certificate issued by the Director of Certification under the *Teachers Act*.
- g) **“Community Education Authority”** means a legally constituted entity established or identified by **[NAME OF FIRST NATION]** on its own or together with one or more Participating First Nations to operate its Education system;
- h) **“Dogwood Diploma”** means the British Columbia Certificate of Graduation that may be issued by the minister under the *School Act* and as described in the Student Credentials Order, as amended from time to time;
- i) **“Education”** means education programs and services of a nature generally provided to Students enrolled in kindergarten to grade 12;

- j) **“First Nations Authorized Courses”** means locally relevant courses developed by First Nations for use in their schools under their own authority, which are approved in accordance with the First Nations Authorized Courses (FNAC) Process.
- k) **“First Nations Education Authority”** means the legally constituted entity established under the *First Nations Jurisdiction over Education in British Columbia Act*;
- l) **“First Nations Jurisdiction over Education in British Columbia Act”** means the *First Nations Jurisdiction over Education in British Columbia Act*, SC 2006, c 10;
- m) **“First Nation Land”** means a “reserve” within the meaning of the term under the *Indian Act*, RSC 1985, c I-5, set apart for [NAME OF FIRST NATION], and includes “First Nation land” administered by [NAME OF FIRST NATION] under the *First Nations Land Management Act*, SC 1999, c 24;
- n) **“FNEA Certified Teacher”** means a person who holds an FNEA teaching certificate that has been issued by the First Nations Education Authority;
- o) **“Graduation Program Order”** means the provincial Ministerial Order 302/04, under the *School Act*, as amended from time to time;
- p) **“Jurisdiction”** means the [NAME OF FIRST NATION]’s law-making authority in relation to Education provided by [NAME OF FIRST NATION], as described in its Canada-First Nation Education Jurisdiction Agreement;
- q) **“Ministry”** means the provincial ministry described in section 167 of the *School Act* with responsibilities for kindergarten to grade 12 education in British Columbia;
- r) **“[NAME OF FIRST NATION] School”** means a school on First Nation Land operated by [NAME OF FIRST NATION] or a Community Education Authority on its behalf; [NTD: This should be moved accordingly once the First Nation’s name is inserted]
- s) **“Participating First Nation”** has the same meaning as in the *First Nations Jurisdiction over Education in British Columbia Act*, and includes [NAME OF FIRST NATION];
- t) **“Party”** means a signatory to this Agreement;
- u) **“School Act”** means the *School Act*, RSBC 1996, c 412;
- v) **“Student”** means an individual attending a [NAME OF FIRST NATION] School or participating in an Education program provided by [NAME OF FIRST NATION];
- w) **“Student Credentials Order”** means the provincial Ministerial Order 164/96, made under the *School Act*, as amended from time to time; and
- x) **“Teachers Act”** means the *Teachers Act*, SBC 2011, c 19.

2.0 PURPOSE

- 2.1 The purpose of this Agreement is to set out the commitments and responsibilities of British Columbia and [NAME OF FIRST NATION] in working together in support of the [NAME OF FIRST NATION]'s exercise of Jurisdiction over Education on First Nation Land.

3.0 FIRST NATION JURISDICTION OVER EDUCATION

- 3.1 British Columbia recognizes [NAME OF FIRST NATION]'s Jurisdiction over Education on First Nation Land, as described in its Canada-First Nation Education Jurisdiction Agreement.
- 3.2 For greater certainty, British Columbia acknowledges that [NAME OF FIRST NATION]'s Jurisdiction over Education extends to all Students who attend its [NAME OF FIRST NATION] School(s).
- 3.3 British Columbia's obligations under this Agreement are subject to [NAME OF FIRST NATION] and Canada maintaining a Canada-First Nation Education Jurisdiction Agreement.

4.0 TUITION FOR STUDENTS ATTENDING [NAME OF FIRST NATION] SCHOOL(S)

- 4.1 British Columbia agrees to pay tuition to [NAME OF FIRST NATION] in respect of Students who are enrolled to receive an educational program provided by [NAME OF FIRST NATION] or Community Education Authority and who, if the Student attended a BC Public School, would otherwise be eligible for an education program funded by British Columbia, in accordance with a reciprocal tuition agreement between the Parties.
- 4.2 Nothing in this Agreement obligates British Columbia to pay tuition to [NAME OF FIRST NATION] in respect of any Students who are not described in section 4.1.
- 4.3 For greater certainty, nothing in this Agreement affects British Columbia's obligations to continue to pay tuition to [NAME OF FIRST NATION] in respect of Students described in section 4.1 in accordance with a reciprocal tuition agreement between the Parties in the event that a Canada-First Nation Education Jurisdiction Agreement between [NAME OF FIRST NATION] and Canada is terminated.

5.0 GRADUATION REQUIREMENTS & GRANTING CREDENTIALS

- 5.1 [NAME OF FIRST NATION] has Jurisdiction to grant its own credentials, including a First Nation graduation certificate, to:
- a) Students enrolled in its [NAME OF FIRST NATION] School who have met the applicable graduation requirements; and

- b) members of [NAME OF FIRST NATION] who have completed the graduation requirements at a BC Public School or BC Independent School and have achieved learning outcomes substantially comparable to those required for graduation by the First Nations Education Authority.

5.2 As set out in the *School Act*, the minister may issue a Dogwood Diploma or Adult Dogwood to a person who is engaged in a program of studies at an educational institution operated on First Nation Land by [NAME OF FIRST NATION] or a Community Education Authority if the minister is satisfied that the person:

- a) has completed a program of studies at the grade 12 level at the educational institution, and
- b) has achieved learning outcomes substantially similar to the learning outcomes necessary to meet the general requirements for graduation established by order of the minister.

5.3 The Parties acknowledge that First Nations Authorized Courses count toward graduation requirements for a Dogwood Diploma, as set out in the Ministry's Board/Authority Authorized Courses policy.

6.0 COMMUNITY EDUCATION AUTHORITIES

6.1 If [NAME OF FIRST NATION] establishes a Community Education Authority to operate, administer and manage its Education system, [NAME OF FIRST NATION] will promptly inform British Columbia of the name of its Community Education Authority and the names of the [NAME OF FIRST NATION] Schools that the Community Education Authority will be operating.

7.0 TEACHER EMPLOYMENT INFORMATION

7.1 If [NAME OF FIRST NATION] or a Community Education Authority providing education on behalf of [NAME OF FIRST NATION] employs, in the capacity of a teacher, an FNEA Certified Teacher or a Certificate Holder, then by October 15 of the year in which that teacher is employed, [NAME OF FIRST NATION] will provide to British Columbia for inclusion in the employers list established and maintained under s. 80 of the *Teachers Act*:

- a) information that identifies any person employed in the capacity of teacher who is an FNEA Certified Teacher or a Certificate Holder; and
- b) identifies the employer for each of the individuals described in subsection (a).

7.2 British Columbia will provide the information received to the Director of Certification appointed under the *Teachers Act*.

7.3 The Director of Certification will include the information provided under section 7.1 in the employers list established under section 80 of the *Teachers Act* and will maintain the information for at least 10 years.

8.0 PROVINCIAL ASSESSMENTS

8.1 If requested, British Columbia will work with **[NAME OF FIRST NATION]** to:

- a) make provincial assessments described in the Graduation Program Order available to Students attending Participating First Nation Schools; and
- b) establish appropriate protocols and/or procedures for conducting provincial assessments.

9.0 CONSULTATION BY BRITISH COLUMBIA

9.1 British Columbia agrees to consult **[NAME OF FIRST NATION]** regarding any contemplated action or decision by British Columbia that may affect the First Nations education system in British Columbia, the First Nations Education Authority, or a **[NAME OF FIRST NATION]** School, in a timely manner that allows for meaningful discussion and engagement before the action is taken or the decision is made.

9.2 For greater clarity, matters that British Columbia will consult on under section 9.1 include, but are not limited to proposed changes to provincial education policy, legislation, practices or standards that may affect the implementation of this Agreement, or any programs, assessments, teacher certification, graduation requirements, or curriculum offered by **[NAME OF FIRST NATION]** School(s).

10.0 NOTIFICATION OF CHANGES TO FIRST NATION LAWS, STANDARDS OR POLICIES

10.1 Where relevant to the implementation of this Agreement, **[NAME OF FIRST NATION]** will advise British Columbia of changes to its legislation, policies or standards regarding Education provided by or on behalf of **[NAME OF FIRST NATION]**.

11.0 EFFECTIVE DATE OF AGREEMENT

11.1 This Agreement shall take effect once it has been executed by British Columbia and **[NAME OF FIRST NATION]**.

12.0 REVIEW

12.1 The Parties agree to meet at least once per year to discuss the effectiveness and continued improvement of the implementation of this Agreement.

13.0 SHARED SERVICES

13.1 British Columbia will work with [NAME OF FIRST NATION] to explore and pursue shared services, purchasing opportunities, and reasonable cost access to provincial learning resources to benefit from economies of scale and to support their respective capacity, as the case may be.

14.0 INTERPRETATION

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

14.2 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 [NAME OF FIRST NATION] or British Columbia may take at any time with respect to the Aboriginal or treaty rights of [NAME OF FIRST NATION] or the exercise of those rights; or
- c) restricting or limiting [NAME OF FIRST NATION] from entering into other agreements with British Columbia, Canada or other parties with respect to any matter, including those matters covered under this Agreement.

14.3 The Parties agree that this Agreement is not intended to preclude or impede the capacity of [NAME OF FIRST NATION] to pursue the further recognition of jurisdiction over education through other initiatives including self-government and treaty negotiations.

14.4 In this Agreement:

- a) unless it is otherwise clear from the context, a reference to a “section” means a section 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 it is otherwise clear from the context, the use of the singular includes the plural and the use of plural includes the singular; and
- e) where one or more Parties are mentioned in a provision of this Agreement, this will not be interpreted as implying or inferring any obligation on or acknowledgment by any Party not mentioned in that provision.

14.5 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.

Amendment

14.6 This Agreement may be amended by written agreement of the Parties.

Disputes

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

15.0 NOTICES AND COMMUNICATIONS

15.1 If to British Columbia:

Minister of Education and Child Care
Office of the Deputy Minister
PO Box 9179 Stn Prov Govt
Victoria, BC V8W 9H8
Fax: (250) 356-2011

15.2 If to **[NAME OF FIRST NATION]**:

[CONTACT & ADDRESS]

15.3 Any notice to be given or communication made to a Party pursuant to this Agreement will be in writing and will be effectively given or made if delivered by hand, transmitted by facsimile transmission or sent by registered mail, to the appropriate address or facsimile number where so notified by that Party.

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

- a) if delivered by hand 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) if 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; or

- c) if mailed by registered post in Canada, five (5) 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 facsimile transmission.

16.0 GENERAL

16.1 This Agreement may be signed in counterpart.

THIS AGREEMENT HAS BEEN EXECUTED as of the ____ day of _____, 20__.

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

[NAME OF FIRST NATION], as represented by its Chief and Council

Per: duly authorized signatory