

**ENHANCED FIRST NATION EDUCATION PROGRAMS  
AND  
SERVICES AGREEMENT**

This Enhanced First Nation Education Programs and Services Agreement (the "Enhancement Agreement") is made as of **August 30, 2022**,

**BETWEEN:** **HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF NEW BRUNSWICK**, as represented by the Minister of Education and Early Childhood Development (the "Province");

**AND:** **ELSIPOGTOG FIRST NATION**, as represented herein by its Chief and Band Council (the "First Nation");

**AND:** **[THE DISTRICT EDUCATION COUNCIL]**, as represented by the Superintendent (the "District");

**AND:** **[DIRECTOR OF FIRST NATION EDUCATION]** (the "Director");

(individually a "Party", and collectively the "Parties").

**WHEREAS** the Parties agree that the general and specialized educational programs and services provided by the Province, through the District, to First Nations students pursuant to this Enhancement Agreement will be so provided having regard to the Parties' recognition, encouragement and support of the First Nation's identity, language, customs and culture;

**WHEREAS** this Enhancement Agreement ensures the Province, First Nation, District, and Director work collaboratively to respond to the unique needs of First Nations students;

**WHEREAS** the Parties commit to work in good faith to provide Enhancement to First Nations students through this Enhancement Agreement;

**WHEREAS** Band Operated schools play an important role as "feeder schools" to help prepare and support students transitioning to public schools;

**WHEREAS** the Truth and Reconciliation Commission ("TRC"), through a process of reconciliation and renewed relationships that are based on mutual understanding and respect, released 94 calls to action to redress the legacy of residential schools and advance the process of Canadian reconciliation;

**WHEREAS** the Province remains committed to advancing reconciliation for the betterment of the lives of all First Nations peoples in New Brunswick and the students from the Listuguj Mi'gmaq First Nation;

**WHEREAS** the Province recognizes the unique circumstances of each First Nation and the need for flexibility in the approaches and initiatives that each community might take to accomplish the goals of this Enhancement Agreement;

**WHEREAS** First Nations languages are an important part of First Nations culture and history, and language is intricately connected to the land through words, stories, and ceremonies;

**THEREFORE, THE PARTIES AGREE TO THE FOLLOWING:**

**1. DEFINITIONS**

**In this Enhancement Agreement:**

Band has the same meaning as "band" under the *Indian Act*, RSC 1985, c. I-5, as amended.

Band Council has the same meaning as "council of the band" under the *Indian Act*, RSC 1985, c. I-5, as amended.

District Education Council ("DEC") means the corporate body authorized through the *New Brunswick Education Act* to operate schools organized in a school district.

Education Programs and Services means those programs and services of a nature generally provided to all pupils enrolled in kindergarten to Grade 12 in New Brunswick public schools.

Education Programs and Services Fee ("Fee") means the fee payable to the Province for each Eligible First Nations Student enrolled and in attendance at an elementary or secondary school established under the authority of the District, which Fee is provided for in Section 6 of this Enhancement Agreement.

Eligible First Nations Students has the same meaning as defined by Indigenous Services Canada ("ISC") in the *Elementary and Secondary Education Program: National Program Guidelines*, namely: "students on the nominal roll, enrolled and attending a federal school, provincial school, private school or independent school and whose elementary or secondary education is funded by ISC".

Enhancement means the support and initiatives provided for Eligible First Nations Students above and beyond the Education Programs and Services provided to all pupils.

First Nation has the same meaning as Band.

First Nations Education Enhancement Committee means the committee established to review and oversee Enhancement pursuant to Appendix B of this Enhancement Agreement.

Provincial Enhanced Education Programs and Services Fund means that portion of the Fee dedicated to support the implementation of projects, services, or initiatives to advance the goals of this Enhancement Agreement pursuant to Section 10 of this Enhancement Agreement.

Reconciliation means, according to the TRC mandate, "an ongoing individual and collective process and will require commitment from all those affected including First Nations, Inuit, and Métis former Indian Residential School (IRS) students, their families, communities, religious entities, former school employees, government and the people of Canada. Reconciliation may occur between any of the above groups."

## **2. OVERALL GOALS**

The overall goals of this Enhancement Agreement are:

- 2.1. to improve learning and social-emotional outcomes of First Nations students attending or transitioning to public schools in New Brunswick;
- 2.2. to provide First Nations students attending or transitioning to public schools in New Brunswick a welcoming school environment and a quality educational experience that is relevant and recognizes their culture, language, and traditions; and,
- 2.3. to promote positive learning and working relationships between the First Nation and the District that help foster positive and effective transitions for First Nations children entering public schools in New Brunswick.

## **3. GUIDING PRINCIPLES**

This Enhancement Agreement is guided by the following principles:

- 3.1. education empowers students and First Nations communities in New Brunswick and Listuguj;
- 3.2. the learner is central in all decision-making;
- 3.3. a strengths-based approach is crucial for improving social-emotional outcomes for First Nations students;
- 3.4. preservation and enhancement of First Nations culture, language; and traditions;
- 3.5. family and community involvement are integral in the education of First Nations children;
- 3.6. early education and intervention help maximize educational potential;
- 3.7. lifelong learning skills provide the foundation for learning and working, and enhances social inclusion, active citizenship, and personal development;
- 3.8. communication, cooperation, collaboration, and commitment among stakeholders in First Nations education are critical for success, and,
- 3.9. Indigenous principles of learning as detailed in Appendix C.

## **4. ROLES AND RESPONSIBILITIES**

- 4.1. The Province will make all Education Programs and Services available to all First Nations students in a manner that recognizes the unique needs and priorities of First Nations students. Furthermore, the Province will implement, in those school districts providing Education Programs and Services to First Nations students, Enhancement

that responds to the needs of First Nations students and encourages First Nations community engagement and contributes to the goals of this Enhancement Agreement.

- 4.2. The Province, through the Minister of Education and Early Childhood Development, will report annually to the Legislative Assembly and will provide a copy of the report to Chiefs of First Nations communities on the progress made towards achieving the goals of this Enhancement Agreement.
- 4.3. The First Nation agrees to pay a Fee, as determined in Section 6.1 of this Enhancement Agreement, with respect to Eligible First Nations students.
- 4.4. The First Nation and District will establish a First Nations Education Enhancement Committee to address Enhancement decisions pursuant to Appendix B to the Enhancement Agreement.
- 4.5. The First Nation agrees to establish a process to determine Eligible First Nations Students enrolment and provide a list of students on the nominal role to the Province twice per year.
- 4.6. The Province will require the District to provide Education Programs and Services to First Nations students.
- 4.7. The Province will require the District to be responsible for the development of First Nations Education Enhancement priorities.
- 4.8. The District will report annually to the Province on the progress made towards achieving the goals of this Enhancement Agreement.

#### **5. TUITION ARREARS REPAYMENT**

- 5.1. If a Party does not fulfil its obligations under the *First Nation and Province of New Brunswick Tuition Arrears Repayment Agreement* (where applicable), it may result in the cancellation of this Enhancement Agreement.

#### **6. TUITION FEES**

- 6.1 The Fee will be \$14,861 per student per year for each of the next five (5) years commencing with the 2022–2023 school year and ending with the 2026–2027 school year.

#### **7. PAYMENT OF FEES**

- 7.1 Payment of the Fee will be made in accordance with the Schedule of Payment attached as Appendix A to this Enhancement Agreement.
- 7.2 Payment of the Fee will be made by the First Nation to the New Brunswick Minister of Finance and Treasury Board, or the First Nation may arrange for payment of Fee to be

made directly by ISC on its behalf to the New Brunswick Minister of Finance and Treasury Board.

- 7.3 The yearly Fee will be adjusted to reflect the final enrolment counts from September 30 (for the period of September to January) and February 28 (for the period of February to June). Where appropriate, an adjustment will be included in the next invoice to the First Nation.

#### **8. REMEDIES FOR DEFAULT OF FEE PAYMENTS**

- 8.1 If the First Nation does not make a payment required under Section 7 of this Enhancement Agreement, the First Nation will be notified of the amount owing within thirty (30) days of the missed payment date by the Province.
- 8.2 If the First Nation does not pay the Province, the amount owed in default within sixty (60) days of receiving the notice to that effect as referenced in section 8.1, this Enhancement Agreement may be terminated, and distribution of funds remaining in the Provincial Enhanced Education Programs and Services Fund will cease and not recommence until the defaulted amounts are paid.

#### **9. DEFAULT AND TERMINATION OF AGREEMENT**

- 9.1 A Party to this Enhancement Agreement will be in default when it breaches any provisions of this Enhancement Agreement or fails to fulfil any of its obligations as set out in this Enhancement Agreement.
- 9.2 Any default in the payment of Fees required under sections 6 and 7 is governed by the default and termination provisions in section 8, rather than by the provisions of this section 9.
- 9.3 Where there is an alleged default of this Enhancement Agreement, other than a default in payment of Fees referred to in section 9.2, the Party alleging the default shall notify, in writing, the other Parties to this Enhancement Agreement, of the alleged default and the circumstances giving rise to the alleged default.
- 9.4 A Party that receives a notice of alleged default will, within thirty (30) days of receipt of the notice, respond in writing:
- (a) setting out a description of the remedial action taken or to be taken; or
  - (b) indicating that it disagrees that a default has occurred, in which case the issue shall be referred to the dispute resolution provisions set out in Section 11 of this Enhancement Agreement.
- 9.5 If it is determined through the dispute resolution process that a default exists, the Party in default shall within thirty (30) days of receipt of the notice from the mediator or arbitrator indicate to the other Parties to this Enhancement Agreement, in writing, how the default will be remedied.

- 9.6 If the Party is determined to be in default of this Enhancement Agreement and does not comply with Section 9.5 above, either by not indicating how the default will be remedied or by not remedying the default in accordance as indicated, the other Parties to this Enhancement Agreement shall serve notice to the other Party of intent to terminate this Enhancement Agreement in thirty (30) days following the date of such notice.
- 9.7 It is agreed that clearly outlined, understood, and agreed upon expectations, as provided in this Enhancement Agreement, should result in the successful resolution of issues, thereby negating the necessity of termination of this Enhancement Agreement.

#### **10. INVESTING IN FIRST NATIONS STUDENT SUCCESS**

- 10.1 In support of improving the learning and social-emotional outcomes of First Nations students, the Province will dedicate, annually, 50% of the Fee to create the Provincial Enhanced Education Program and Services Fund in the District. This fund will not be used to compensate for Education Programs and Services (included with payment of tuition fees) generally provided to all pupils enrolled in public schools. The funds are to be used in ways consistent with the goals identified in Section 2 of this Enhancement Agreement and to support initiatives such as, but not limited to, the following:
- (a) an enhanced model of delivery of a program of studies that is in accordance with the current curriculum, outcomes, and standards of the New Brunswick Department of Education and Early Childhood Development, while recognizing the unique needs of First Nations students;
  - (b) access to the full range of Education Programs and Services offered by the District;
  - (c) ongoing program placement and services assessment for First Nation students to ensure that services and supports continue to be offered after transitioning to public schools;
  - (d) creation of an environment that encourages interaction between school communities and First Nations communities and welcomes the active participation of First Nations parents in the education of their children;
  - (e) development of cultural awareness and sensitivity towards instructional and support staff who serve First Nations students; and,
  - (f) provision of inclusive professional development opportunities for instructional and support staff employed by Band operated schools offered by the New Brunswick Department of Education and Early Childhood Development and/or the District;
- 10.2 All funding proposals must be submitted to the First Nations Education Enhancement Committee for its consideration and approval. A Proposal for Funding Form is attached in Appendix F.



## 11. DISPUTE RESOLUTION

In the event any dispute arises between two or more of the Parties over any of the provisions of this Enhancement Agreement, the Parties concerned agree to adhere to the following dispute resolution process:

- 11.1 If a dispute arises under this Agreement that cannot be resolved through good faith negotiating by the Parties directly involved within ten (10) business days of the issue being raised (verbally or in writing) with the other Party (Parties), any Party may invoke this dispute resolution procedure by giving written notice to the other Party (Parties) designating a senior official with appropriate authority to be its representative in discussions relating to the dispute.
- 11.2 Within five (5) business days of receiving the written notice provided for in Section 11.1, the other Party (Parties) will designate a senior official with appropriate authority to be its representative.
- 11.3 Within ten (10) business days of senior officials being designated; the senior officials will enter negotiations concerning the dispute.
- 11.4 If within ten (10) business days, after the first day of negotiations have begun, the senior officials have failed to resolve the dispute and have not requested an extension of the timeline, the disputing Parties agree to use a mediator.
- 11.5 Where a mediator is required, the following applies:
  - (a) the Parties shall jointly select a mediator;
  - (b) if agreement cannot be reached between the Parties on the choice of a mediator, the Parties will submit the dispute to arbitration;
  - (c) each Party will be responsible for the costs of their participation in the process and will pay equally all other costs of mediation including the remuneration of the mediator; and
  - (d) if the Parties are unable to resolve the dispute within twenty (20) business days of the first meeting with the mediator, they will submit the dispute to arbitration.
- 11.6 Where the Parties have submitted to arbitration the following applies:
  - (a) the dispute will be resolved by three (3) arbitrators;
  - (b) one (1) arbitrator will be selected by the First Nation and one (1) arbitrator will be selected by the Province, both within ten (10) business days after the dispute is submitted to arbitration. Within ten (10) business days of the selection of the first two arbitrators, the third arbitrator will be selected by the first two arbitrators named;
  - (c) the procedure to be followed will be determined by the arbitrators;

- (d) the arbitrators will issue a written decision within thirty (30) business days after the dispute has been heard;
- (e) the decision of the arbitrators is final and binding on the Parties and no further appeal may be taken; and,
- (f) the cost of arbitration will be shared equally by the Parties.

**12. BAND COUNCIL RESOLUTION**

- 12.1 The First Nation hereby agrees to provide to the Province a Band Council Resolution accepting the terms of this Enhancement Agreement prior to the execution and delivery of the Enhancement Agreement. The Band Council Resolution will indicate to the Province which individual has the authority to execute this Enhancement Agreement and bind the First Nation. The Parties consent and agree that the Band Council Resolution is attached hereto as Appendix G.

**13. EFFECTIVE DATE**

- 13.1 This Enhancement Agreement will come into effect on the date of its execution and will continue in full force until the last day of the 2026–2027 school year unless otherwise terminated by any Party pursuant to Section 9 of this Enhancement Agreement.

**14. RENEWAL AND AMENDMENT**

- 14.1 This Enhancement Agreement may be renewed at the end of the period stated in Section 13.1 subject to a revision of the Fee. The Parties may start working towards the renewal of the Enhancement Agreement prior to the end of the period stated in Section 13.1.
- 14.2 The Province will, upon written request of the First Nation, grant to the First Nation a renewal and extension of this Enhancement Agreement provided the First Nation has given the Province three (3) months' notice in writing before the expiration of this Enhancement Agreement of its desire to have such a renewal or extension with terms and conditions that are mutually agreed upon, subject always to a revision of the Fee.
- 14.3 The Parties may amend this Enhancement Agreement upon mutual consent at any time in writing and signed by an authorized representative of each of the Parties. Any amendment will be added hereto as if it were a part of the Enhancement Agreement.

**15. ENHANCEMENT MEASURES**

- 15.1 There will be a Provincial Standing Committee on Enhancement Measures that will develop and implement mutually acceptable criteria and indicators to measure the success of this Enhancement Agreement.



- 15.2 The Provincial Standing Committee on Enhancement Measures will be composed of representatives from the First Nations, the Province, and the District. Appendix D to this Enhancement Agreement sets out the Terms of Reference that outline the composition, key responsibilities, and objectives of the said committee.

**16. GENERAL PROVISIONS**

- 16.1 The Enhancement Agreement will be governed by and construed in accordance with the laws of the Province of New Brunswick. Any legal proceedings commenced by Parties to this Enhancement Agreement relating to the interpretation, enforcement, or performance thereof will be commenced exclusively in the New Brunswick Court of Queen's Bench.
- 16.2 If a court of competent jurisdiction considers a stipulation or condition herein is invalid, illegal, or unenforceable, that stipulation or condition will not render the remaining stipulations and conditions unenforceable, and the rights and obligations of the Parties will be interpreted and executed in accordance with the intent and agreement of the Parties hereto, insofar as possible.
- 16.3 Each of the Parties state that the Enhancement Agreement constitutes the entire agreement entered into by the Parties in relation to any provision contained in the Enhancement Agreement or discussed beforehand about the aforesaid services; it replaces all promises, assertions, and covenants pertaining thereto, and it takes precedence over any previous contract, agreement, or verbal or written exchange concerning the object of these presents. No other agreement, statement, guarantee, whether oral or written, shall be deemed enforceable between the Parties regarding the object of these presents.
- 16.4 Time is of the essence for this Enhancement Agreement.

*[Intentionally left blank. Signature page follows.]*

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed by their duly authorized representatives to take effect on the date first herebefore mentioned.

SIGNED, SEALED, AND DELIVERED  
in the presence of:

Michael Sock  
Witness

) HER MAJESTY THE QUEEN IN RIGHT  
) OF THE PROVINCE OF NEW BRUNSWICK

) [Signature]  
) ~~Dominic Gaudet~~ Bill Hagan  
) Minister

[Signature]  
Witness

) FIRST NATION  
) ELSIPOGTOG FIRST NATION

) [Signature]  
) Arren Sock  
) Chief

[Signature]  
Witness

) DISTRICT EDUCATION COUNCIL  
) ANGLOPHONE SECTOR

) [Signature]  
) ~~Mark Donovan~~ Dean Mutch  
) Superintendent

[Signature]  
Witness

) DISTRICT EDUCATION COUNCIL  
) FRANCOPHONE SECTOR

) [Signature]  
) Monique Boudreau  
) Directrice générale

[Signature]  
Witness

) DIRECTOR OF FIRST NATION EDUCATION

) [Signature]  
) Ivan Augustine  
) Director

SCHEDULE OF PAYMENT

First Nation: ELSIPOGTOG FIRST NATION

Invoice Date	Payment Due Date

This Schedule of Payment will be applied each school year for the term of this Enhancement Agreement.

**FIRST NATIONS EDUCATION ENHANCEMENT COMMITTEE**

**1. Suggested Membership**

The First Nations Education Enhancement Committee ("Committee") may be composed of:

- the Superintendent or a delegate of the District;
- the First Nation Chief or one (1) other member of the First Nation designated by the Chief and Council;
- the Director of First Nation Education;
- the First Nation subject coordinator;

The Superintendent or delegate of the District and the First Nation Chief or a delegate will be the co-chairs of the Committee.

The co-chairs may invite other individuals to be members of the committee as they deem appropriate, for example school principals.

**2. Governing Procedures**

- 2.1 The Membership on the Committee will be named for a minimum of one (1) year.
- 2.2 Each appointing body will ensure that any vacancy is filled by a person qualified to effectively carry out the roles and responsibilities of the Committee.
- 2.3 The Committee will meet at the call of the co-chairs with the meetings times and locations agreed upon at the first meeting.
- 2.4 The Committee will meet a minimum of three (3) times per year.
- 2.5 The Committee may hold special meetings as the co-chairs deem reasonably necessary.
- 2.6 Decisions of the Committee shall be reached through consensus.

**3. Terms of Reference**

- 3.1 The Committee will review funding proposals, make recommendations for approval, and monitor initiatives.
- 3.2 The Committee will receive reports according to the proposal requirements and make recommendations for continuation of the initiatives.
- 3.3 The Committee will report to the Chief and Council and to the Superintendent of the District. This report will include detailed expenses, proposals implemented, and progress towards meeting the goals of the Enhancement Agreement as outlined in Section 2 thereof.
- 3.4 The First Nation reserves the right to designate oversight capacity on this Committee, while ensuring that Chief and Council maintain the opportunity to express any concerns they might have to the committee (either directly or indirectly). This could include a third party, such as an educational organization or regional management organization.

**INDIGENOUS PRINCIPLES OF LEARNING**

The following principles of learning are highlighted in the Office of First Nation Education's *Guidelines for First Nation Engagement in Education*:

- i. Learning ultimately supports the well-being of the self, the family, the community, the land, the spirits, and the ancestors.
- ii. Learning is holistic, reflexive, reflective, experiential, and relational (focused on connectedness, on reciprocal relationships, and a sense of place).
- iii. Learning involves recognizing the consequences of one's actions.
- iv. Learning involves generational roles and responsibilities.
- v. Learning recognizes the role of Indigenous knowledge.
- vi. Learning is embedded in memory, history, and story.
- vii. Learning involves patience and time.
- viii. Learning requires exploration of one's identity.
- ix. Learning involves recognizing that some knowledge is sacred and only shared with permission and/or in certain situations.

## PROVINCIAL STANDING COMMITTEE ON ENHANCEMENT MEASURES

### 1. Purpose

- 1.1. The Provincial Standing Committee on Enhancement Measures ("Standing Committee") will develop and implement mutually acceptable criteria and indicators that will support the Parties in measuring the success of the Enhancement Agreement.

### 2. Membership

- 2.1. The Standing Committee will be tripartite and will be composed of representatives from the First Nations, the districts, and the New Brunswick Department of Education and Early Childhood Development (EECD).
- 2.2. It is not required that every First Nation be represented on the Standing Committee, but each First Nation has the option to identify a representative to participate on the Standing Committee.
- 2.3. At least one representative from the Anglophone school districts and one representative from the Francophone school districts shall be identified to participate on the Standing Committee.
- 2.4. EECD will identify representatives to participate on the Standing Committee that may include individuals from:
  - a) Policy and Planning Division
  - b) Assessment, Analysis, and Design Services Branch
  - c) la Direction de Mesure et évaluation
  - d) Office of First Nation Education
  - e) la Direction des Relations et Diversité culturelle

### 3. Governing Procedures

- 3.1. It will be the discretion of each Party to determine their representative(s) on the Standing Committee as described in Section 2 above.
- 3.2. A representative from a First Nation and a representative from EECD will be named co-chairs of the Standing Committee.
- 3.3. The Standing Committee will meet at the call of the co-chairs with the meetings times and locations agreed upon at the first meeting.
- 3.4. The Standing Committee may meet as needed throughout the year and should aim to meet at least once quarterly.



**4. Terms of Reference**

- 4.1. The Standing Committee will develop a data framework and identify measures to monitor the effectiveness of investment of Enhancement Agreement funds in support of the goals of the Enhancement Agreement.
- 4.2. The Standing Committee will present a report to the Minister of Education and Early Childhood Development and First Nation Chiefs at an annual forum, highlighting the progress made on Enhancement.

**5. Proposed Guidelines**

- 5.1. Enhancement is defined in the Enhancement Agreement as: "the support and initiatives provided for Eligible First Nations Students above and beyond the education programs services provided to all pupils."
- 5.2. The goals of the Enhancement Agreement are broad. They include outcomes expected for all students through the delivery of Education Programs and Services for which the Province has responsibility. These responsibilities are funded separately and should not consume Enhancement funds.
- 5.3. Enhancement measures should be broad enough to be meaningful to all Parties, not limit the flexibility of use of the funds, and not stray into the monitoring of the success of the public education system in serving First Nations students.
- 5.4. The following points will be considered to assist with the triage of actions to be measured:
  - actions should be designed to address gifts and needs of First Nations students that differ from the general student population, though the benefits may extend to others;
  - the Standing Committee should consider historical and other conditions impacting First Nations students;
  - there should be adequate funding to provide additional resources to action or measure; and,
  - actions may take place in communities and involve investment in community personnel.

## FIRST NATIONS ENHANCEMENT MEASURES

**Purpose:**

To monitor the effectiveness of investment of Enhancement Agreement funds in support of the goals of the Enhancement Agreement. As defined in the Enhancement Agreement, "Enhancement means the support and initiatives provided for Eligible First Nations Students above and beyond the education programs services provided to all pupils".

**Goal 2.1: To improve learning and social-emotional outcomes of First Nations students attending or transitioning to public schools in New Brunswick:**

Results Area:	Components Identified:
2.1(a) A strong sense of identity	1. Understanding of history. 2. Pride in heritage. 3. Resilience & hope for the future.
2.1(b) Strong connections to their school	4. Feeling respected/heard. 5. Feeling cared for/connected.
2.1(c) Academic success	6. Students meet grade-level requirements. 7. Graduation. 8. Gifted/Enrichment. 9. Interventions.

**Goal 2.2: To provide First Nations students attending or transitioning to public schools in New Brunswick a welcoming school environment and a quality educational experience that is relevant and recognizes their culture, language, and traditions:**

Results Area:	Components Identified:
2.2(a) School is Connected to Home & Lived Experience	10. There is a strong connection between home and school. 11. Students see evidence of First Nations history, language and culture in their school.
2.2(b) Safety and Security	12. Racism against First Nations students and staff is eliminated.
2.2(c) Awareness, Respect and Appreciation	13. A First Nations lens is applied to ALL activities throughout the system when/where the result will have a direct impact on our First Nations learners and/or their community.
2.2(d) Relevant Curriculum and Pedagogy	14. First Nations pedagogies are respected. 15. Appropriate resources are available and used. 16. Educators are equipped to incorporate First Nations pedagogies, history, culture, and world-views into their classrooms.

<p>2.2(e) Celebration of Culture and Accomplishments</p>	<p>17. Stakeholders (e.g. district, school, Enhancement and Band Operated school staff) are informed of gains made in the public education system for First Nations students; ensure people know of improvements to repair and build trust.</p> <p>18. First Nations' accomplishments, events, and products are celebrated.</p>
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**Goal 2.3: To promote positive learning and working relationships between the First Nation and the District that help foster positive and effective transitions for First Nations children entering public schools in New Brunswick:**

Results Area:	Components Identified:
<p>2.3(a) Effective transitions</p>	<p>19. Transition into school, within school, school to school, and to post-secondary education or work are guided by considering First Nations students' gifts and needs.</p> <p>20. Supports follow First Nations students into public schools.</p>
<p>2.3(b) Career guidance</p>	<p>21. All guidance staff are aware of the services and opportunities in place through Enhancement and community-district-EECD partnerships (e.g., World of Wisdom; future local job opportunities)</p>
<p>2.3(c) Wraparound services</p>	<p>22. Processes are in place for effective information sharing between the school and the First Nation community to ensure First Nations students do not fall through the cracks.</p> <p>23. Services are flexible to ensure the best learning outcomes for First Nations students.</p> <p>24. Families and Community service providers are involved in planning for First Nations students.</p>
<p>2.3(d) Options to address barriers and create opportunities</p>	<p>25. Teachers are supported by school and district administration to overcome systemic barriers to offering culturally relevant activities that support the curricular outcomes.</p>
<p>2.3(e) Coherent, aligned roles &amp; responsibilities</p>	<p>26. Educational personnel, including Enhancement staff, have clearly defined roles that align with SIP/DIP goals that include First Nations-related targets.</p> <p>27. District Improvement Plan (DIP) and School Improvement Plans (SIP) goals support the specific needs of First Nations learners including awareness and the building of positive relationships.</p>
<p>2.3(f) Professional learning</p>	<p>28. Enhancement personnel have the expertise and training to provide expected supports for First Nations students.</p>

Enhanced First Nations Education Committee  
Proposal for Funding Form

Please submit proposals to: \_\_\_\_\_

Deadline for Submissions: \_\_\_\_\_

**Enhancement Agreement Educational Focus:**

- To improve learning and social-emotional outcomes of First Nations students attending or transitioning to public schools in New Brunswick;
- To provide First Nations students attending or transitioning to public schools in New Brunswick a welcoming school environment and a quality educational experience that is relevant and recognizes their culture, language, and traditions; and,
- To promote positive learning and working relationships between the First Nation and the District that help foster positive and effective transitions for First Nations children entering public schools in New Brunswick.

**Expenditure Guidelines:**

1. Establishment of a First Nations Education Enhancement Committee as per Appendix B of the Enhancement Agreement.
2. All expenditure decisions will be based on proposals for reinvestment mutually agreed upon by the First Nations Education Enhancement Committee and submitted to the Superintendent and Chief for approval.
3. All expenditures must follow the purchasing and accounting standards that are in place for school districts in New Brunswick as outlined in the *Public Purchasing Act* and the *Education Act*.
4. A financial statement will be issued to the First Nations Education Enhancement Committee three times a year to coincide with the committee's three meetings.
5. Education Programs and Services required under the *Education Act* are the responsibility of the school district to provide.
6. A proposal to hire individuals to staff new initiatives must be submitted for approval to the First Nations Education Enhancement Committee. Once approved for hire by the Superintendent and Chief (or designate), new employees will report to the school district, or if applicable, to the appropriate body in the First Nation.
7. Pupil transportation, transportation vehicles, and current or future capital improvement projects, in public schools or in the First Nation, are not covered by the Enhancement Agreement.
8. Equipment purchases included in the Enhancement Agreement for home use or for use in the First Nation are those that support programs such as after-school tutoring, homework programs, parenting programs, etc. and are property of the district to be utilized for First Nations support.
9. Extra/Co-curricular activities, as defined in EECD's Policy 709 - Student Physical Activity Safety Standards, will be supported when possible through a mutually agreed process between the First Nation and the District.

10. Any investment of enhancement funds allocated towards activities that are above and beyond regularly funded federal and provincial Education Programs and Services as per the Plan of Establishment.

**APPENDIX F**  
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<b>Proposal Submitted by:</b>	
<b>Mailing Address:</b>	
<b>Email Address:</b>	
<b>School/First Nation:</b>	
<b>Title of Request:</b>	
<i>A presentation to the School District and ( ) First Nations Education Committee may be requested upon completion of the project.</i>	
<b>Project Coordinator:</b>	
<b>Date(s): (Start and End)</b>	
<b>Location:</b>	
<b>Objective of Project:</b>	
<b>How does this project support Strategic Action Plan Priorities for the identified First Nation?</b>	
<b>Describe linkage to the education priorities:</b>	
<b>Describe measurement of success plan of the proposed project/initiative: (How)</b>	



FUNDING REQUEST DETAILS		Total Projected Cost
Specific Areas for Funding		
Request to Attend Workshop / Conference		
# of Staff _____	\$ _____ / person	
Request for Training		
# of Staff _____	\$ _____ / person	
Development of a New Position		
# of positions _____	\$ _____	
Request to purchase resource or program material		
Equipment _____	Materials _____	Supplies _____
Total Funding Requested:		
Committee Approval by Consensus:		
<input type="checkbox"/> First Nation <input type="checkbox"/> District Office      Date: _____		
Chairpersons Recommend the Above to be Considered for Funding:		
_____		_____
First Nation Chairperson	School District Chairperson	
<b>As duly authorized, we approve the above for funding under the Enhanced First Nation Education Programs and Services Agreement</b>		
_____		_____
First Nation Community Designate	School District Designate	
Date: _____	Date: _____	



**BAND COUNCIL RESOLUTION**