

ELSIPOGTOG FIRST NATION EDUCATION AGREEMENT

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ELSIPOGTOG FIRST NATION EDUCATION AGREEMENT

BETWEEN:

ELSIPOGTOG FIRST NATION EDUCATION AUTHORITY INC.

a not-for profit corporation incorporated under
the *New Brunswick Companies Act*
(hereinafter referred to as "EFN-EA")

OF THE FIRST PART

-and-

HER MAJESTY THE QUEEN IN RIGHT OF CANADA,

as represented by the Minister of Indigenous Services
(hereinafter referred to as "Canada")

OF THE SECOND PART

Collectively referred to hereinafter as the "Parties."

WHEREAS, the existing Aboriginal and treaty rights of Aboriginal peoples in Canada are recognized and affirmed in section 35 (1) of the *Constitution Act, 1982*;

AND WHEREAS, it is recognized that section 91 (24) of the *Constitution Act, 1867*, specifies that Canada has exclusive legislative authority over "Indians, and lands reserved for the Indians";

AND WHEREAS, the Parties are committed to implementing the United Nations Declaration on the Rights of Indigenous Peoples and the Truth and Reconciliation Commission Calls to Action in a manner that is consistent with section 35 of the *Constitution Act, 1982*;

AND WHEREAS, Canada has committed to a renewed, Nation-to-Nation relationship with Indigenous peoples based on recognition of rights, respect, co-operation and partnership;

AND WHEREAS, the Parties are committed to the principles of openness, transparency and accountability to students and parents of EFN-EA;

AND WHEREAS, Canada, in its Statement of Apology on June 11, 2008 to former students of Indian residential schools, acknowledged past failures in the field of First Nations education and committed to moving forward in partnership with First Nations in a spirit of reconciliation;

AND WHEREAS, the Parties recognize Elsipogtog First Nation - Education Division as having demonstrated the capacity to administer education programs and services on behalf of the Elsipogtog First Nation (the First Nation), to implement research-based and relevant programs to support the delivery of quality education and improved student outcomes through First and Second Level Service deliver. As well, to advocate for and advance the interests and needs of First Nation students attending New Brunswick provincial schools. Lastly, to administer any program designed to support students with educational opportunities beyond the Kindergarten to grade twelve service programs.

AND WHEREAS, Elsipogtog First Nation-Education Division, a portfolio of the Elsipogtog First Nation Chief and Council which is replaced with the EFN-EA, has developed an educational model which is premised fundamentally on quality education for First Nation students, parental involvement and First Nation control of First Nation Education;

AND WHEREAS, the community of Elsipogtog First Nation has delegated responsibility to EFN-EA to operate an Education Authority that is accountable to its First Nation community members and that recognizes that parents have the right and responsibility to make informed decisions respecting the education of their children;

AND WHEREAS, the delegation agreement between the Council of Elsipogtog First Nation and EFN-EA signed on March 9, 2020 formalizes the transition from the Elsipogtog First Nation-Education Division to the EFN-EA (Delegation Agreement);

AND WHEREAS, First Nation students attending schools operated by EFN-EA require access to a quality, student-centered and culturally appropriate education that transfers to a provincial secondary school program;

AND WHEREAS, not all people start off from the same educational position, and that these unequal opportunities make it more difficult for some people to achieve success, EFN-EA seeks to foster an environment of success to achieve substantive equality and create equal opportunities for all students.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1.0 DEFINITIONS

The following definitions apply for the purpose of this Agreement:

"Agreement" means this Agreement;

"Annual Program Report" means the report that assesses the annual progress against the key performance indicators identified in the Five-Year Strategic Plan.

"Atlantic Canada's First Nation Help Desk" means a Videoconferencing, Connectivity, and Help Desk service provided by Mi'kmaw Kina'matnewey to Atlantic Canadian First Nation Schools, Health Centers & Communities.

"Board of Directors" means an appointed/elected First Nation Member to represent the EFN-EA according to the criteria outlined in the EFN-EA governance manual responsible for the oversight of the EFN-EA and the delivery of Education Programs, services, and operational requirements.

"Delegation Agreement" means an agreement between Ehsipogtóg First Nation Chief and Council and the EFN-EA that delegates responsibility to the EFN-EA for the Education Program; the operation of all Eligible Schools on its reserves and the responsibility for providing eligible education services to Eligible Students as set out in Schedule "B".

"Department" means the Department of Indigenous Services; or its successor.

"Education Program" means a course of instruction that incorporates a kindergarten program and grades 1 to 12 curricula accredited by the Government of New Brunswick taught by provincially certified teachers at an Eligible School, and includes the learning outcomes and the manner of assessing the students' achievement of those learning outcomes, leading to a provincially recognized diploma or certificate of completion that enables a student to access post-secondary education or entry into the workforce.

"Education Service Agreement" means an agreement negotiated between the EFN-EA and a provincial school division, the Government of New Brunswick, a private school, a tribal council, other education service provider or with a general contractor to ensure the delivery of Education Programs, services, and operational requirements.

"Effective Date" means the commencement date of this Agreement as identified in section 3.

"Eligible School" means a school providing educational services to Eligible Students from Kindergarten to grade twelve whether it be a First Nation school, a provincial school, or a private school.

"Eligible Student" means any person who:

- (a) is aged 4 to 21 years on December 31 of the school year in which funding support is required;
- (b) is enrolled in and attending an eligible EFN-EA school; or,
- (c) is ordinarily resident on reserve.

"EFN-EA" means the Elsipogtog First Nation Education Authority Inc. as a body provincially incorporated and mandated by the Chief and Council, governed by a Board of Directors and representing the First Nation, in its role of providing all education programs and services as set out in this Agreement.

"EFN-EA Community Education Council" means a council composed of community representatives, members-at-large, Elders, parents and representatives and ex-officio members (community Chiefs or Councillors) that will operate independently. Elected Officials are not eligible to be voting members of the EFN-EA Community Education Council.

"Fiscal Year" means April 1 to March 31 of each year.

"Five Year Strategic Plan" means a comprehensive set of education program priorities projected to be addressed for a period of five (5) years as reviewed and approved by the EFN-EA.

"Funding Agreement" means the agreement between Canada and the EFN-EA that includes terms and conditions relating to the federal funding provided to support the commitments made in this Agreement, and, in accordance with the Delegation Agreement;

"Funding Framework" means the method used by Canada to determine the annual Transfer Payments to be provided to EFN-EA based on a portion of the New Brunswick Regional Interim Funding Formula (Schedule "C") which may change over time.

"General Assessment" means the assessment process used by the Department to assess and manage risks associated with making transfer payments to recipients;

"Guardian" means a person who has legal custody of a child or primary responsibility for a child but is not necessarily the Parent of the child.

"New Brunswick Regional Interim Funding Formula" means the formula implemented on April 1, 2019 to establish a methodology to account for elementary and secondary education funding which is provincially comparable to New Brunswick and includes enhancements related to language and culture and full time kindergarten, as illustrated in Schedule "C". Provincial comparability is established by adapting the methodology outlined in the Provincial "Funding Manual: Prekindergarten to Grade 12 Funding Distribution Model" as well as utilizing other supporting information from the New Brunswick Department of Education.

"Nominal Roll" means the list of elementary and secondary Eligible Students who have registered in on reserve Eligible Schools as of September 30 of each school year.

"Ordinarily Resident on Reserve" means a student who:

- (a) usually lives on reserve with his or her Parent; or
- (b) is in the care of a Guardian who lives on reserve; or
- (c) in the care of a child and family services agency but lives with a foster family on-reserve
- (d) is part of a joint custody arrangement and lives on reserve 50% or more of the time with a Parent;
or
- (e) is staying on reserve and has no home elsewhere.

"Own-source Revenues" means the revenue that is raised by the First Nation or the EFN-EA through the levying of fees and charges or by generating income that is used to contribute towards the costs of their own operations.

"Parent" means the father or mother of a child with legal custody. This includes a person who has legally adopted a child and a person who has adopted a child in accordance with the custom of First Nation:

"Parties" means the EFN-EA and Canada.

"Transfer Payment" means the annual funding transfers determined in accordance with the Funding Framework, to be provided by Canada in support of this Agreement.

"Transition Plan" means a work plan jointly developed by the EFN-EA and Canada composed of time-limited activities to support the implementation of this Agreement and the transfer of the First Nation education system from the Chief and Council to the EFN-EA.

2.0 PURPOSE

2.1 The purpose of this Agreement is:

- (a) To formalize an educational partnership between Canada and the EFN-EA to provide the youth of the community a quality of education comparable to all Canadian students;
- (b) To outline Canada's commitments to support the establishment, implementation and operation of the EFN-EA;
- (c) To define the roles and responsibilities of each of the Parties with respect to the establishment, implementation and operation of the EFN-EA;
- (d) To outline the governance structures and accountabilities of the EFN-EA;
- (e) To identify baseline standards for the education program and service delivery on reserve by the EFN-EA; and
- (f) To describe the education programs and services to be delivered by the EFN-EA.

3.0 EFFECTIVE DATE AND TERM

- 3.1 The term of this Agreement commences on April 1, 2020 and expires on March 31, 2025 unless extended or renewed in writing by the Parties.
- 3.2 Not less than 18 months prior to the expiration of the term set out above, the Parties will meet to discuss whether the Agreement should be extended or whether a new agreement should be developed.

4.0 NON-DEROGATION

- 4.1 For greater certainty, nothing in this Agreement shall be construed so as to prejudice, abrogate or derogate from Aboriginal and treaty rights of the First Nation and their respective members, including those rights identified within section 35 of the *Constitution Act, 1982*.

5.0 INTERPRETATION

- 5.1 The Schedules listed in Schedule "A", and attached to this Agreement, form an integral part of this Agreement.

- 5.2 In the event of any inconsistency or conflict between the provisions in the main body of this Agreement and the wording contained in any Schedule attached hereto or any other supporting agreement, the wording set out in this Agreement shall prevail to the extent of the inconsistency or conflict.
- 5.3 In the event of an inconsistency or conflict between this Agreement and federal education policy or guidelines of general application, the provisions of this Agreement shall prevail to the extent of the inconsistency or conflict.
- 5.4 In the event of an inconsistency or conflict between this Agreement and any federal statutes or regulations of general application, the provisions of the federal statute or regulation shall prevail to the extent of the inconsistency or conflict.
- 5.5 In the event that Canada develops new federal statutes, regulations, policies, processes or procedures that may impact the EFN-EA or the provisions of this Agreement, Canada will work collaboratively with the EFN-EA to attempt to address such impacts.
- 5.6 In the event of an inconsistency or conflict between the provisions of this Agreement and a Funding Agreement signed by Canada and the EFN-EA, the provisions of the Funding Agreement will take precedence to the extent of the inconsistency or conflict.
- 5.7 Subject to subsection 5.6, in the event of an inconsistency or conflict between the provisions of this Agreement and any other agreement signed by Canada and the EFN-EA, the provisions of this Agreement will take precedence to the extent of the inconsistency or conflict.

6.0 COMMITMENTS OF THE PARTIES

EFN-EA

- 6.1 Based on the authority and direction of the First Nation, the EFN-EA will continue to establish an effective and relevant education system to support Eligible Students and the on reserve Eligible School that:
- (a) Is founded upon the priority of exercising and revitalizing First Nation language and cultures, and reflects on the cultures, values and traditions of the community;
 - (b) Strives for excellence in Education Programs and services to support successful First Nation Student educational outcomes;
 - (c) Will provide language and culture services to support First Nation Students attending the First Nation School;
 - (d) Will continue to work with the Anglophone School District North and the Department Education and Early Childhood Development to improve educational outcomes for

Eligible Students attending off reserve Eligible School through Education Service Agreements; and

- 6.2 For greater clarity, the achievements that the EFN-EA seek to build and expand upon include, but are not limited to the following:
- (a) comprehensive student supports;
 - (b) enhanced student learning outcomes;
 - (c) community based language and culture learning;
 - (d) comprehensive and effective program and service delivery; and
 - (e) implementation of consultation, negotiation and information-sharing processes.
- 6.3 The EFN-EA has the responsibility for the operation of on reserve Eligible Schools and the responsibility for providing Education Programs to Eligible Students.
- 6.4 A copy of the Delegation Agreement is attached in Schedule "B".
- 6.5 Where the Chief and Council and the EFN-EA contemplate any amendment to the Delegation Agreement, Canada will be engaged.

Parent and Guardian Participation

- 6.6 The EFN-EA will establish mechanisms to promote Parent and Guardian participation and will make available an annual report to the Chief and Council and any of the First Nation community members.

Education Program Standards

- 6.7 The EFN-EA will provide all Eligible Students from Kindergarten to grade twelve access to an Education Program that meets or exceeds provincial standards in New Brunswick.
- 6.8 The EFN-EA may cause an independent evaluation of the school system every five years. This evaluation will assess the governance, management and administration for which the EFN-EA is responsible.
- 6.9 The EFN-EA will align with the requirements associated with the program guidelines supporting services to students.

Student Support Services

- 6.10 The EFN-EA will take reasonable steps to accommodate Eligible Students with special needs to enable them to access and participate in an Education Program through a continuum of specialized supports and services consistent with the principles of Inclusive education in New Brunswick. A student who is determined by the EFN-EA to be in need of specialized supports and services is entitled to have access to those supports and services equivalent to those provided by a provincial school division in a provincially-equivalent Education Program.
- 6.11 The EFN-EA retains the right to establish special education programming based on the unique needs of its students.

Education Service Agreements

- 6.12 The EFN-EA will enter into an Education Service Agreement with a provincial school division or provincially recognized private school where an Eligible Student who resides on reserve attends an Eligible School off reserve, and where an Eligible Student who resides off reserve attends an Eligible School on reserve.
- 6.13 The EFN-EA recognises and accepts that it is obligated to pay tuition to provincial school boards or districts where applicable, in respect of Eligible Students enrolled to receive educational programs from provincial public or private schools.
- 6.14 The EFN-EA will be responsible for monitoring Education Service Agreements and ensuring compliance with any applicable provisions contained in this Agreement.
- 6.15 For greater certainty, this Agreement does not affect the ability of the EFN-EA to enter into Education Service Agreements directly with other education bodies to obtain second-level services from the EFN-EA.

Second Level Services

- 6.16 The EFN-EA retains the authority to deliver second level services. These services are, but not limited to, education services that go beyond the classroom services and include collective programs, initiatives and activities that assist Eligible Students, on reserve Eligible Schools, and communities in promoting First Nations student success and achievement.

Post-Secondary Education Programs

- 6.17 The EFN-EA will be responsible for the management of all post-secondary support programs.

Canada

- 6.18 Canada will provide funding, through a Transfer Payment to support this Agreement. Funding will be provided annually through the Funding Agreement, or alternative funding instrument as agreed to by the Parties. The Transfer Payment will be determined in accordance with the methodology set out under the Funding Framework and the provisions of this Agreement.
- 6.19 Canada will work in collaboration with the EFN-EA to facilitate the implementation of this Agreement, including access to transition funding for the provision of support for time-limited transition activities identified in the Transition Plan. Access to transition funding is defined in section 8.7 of this Agreement.
- 6.20 The funding obligations under this Agreement are subject to appropriations by Parliament for that purpose.

Joint Commitments

- 6.21 The Parties will meet on an annual basis to discuss:
- (a) the implementation of this Agreement;
 - (b) funding methodologies; and
 - (c) any other topics as mutually agreed to by the Parties.

7.0 GOVERNANCE AND ADMINISTRATION

Governance

- 7.1 The EFN-EA's governance and administrative structure will comprise those individuals who are members of the EFN-EA Community Education Council.
- 7.2 The EFN-EA shall operate independently and without interference from other political organizations.
- 7.3 The EFN-EA shall not adopt a by-law or policy that conflicts with an obligation contained in this Agreement.
- 7.4 The EFN-EA shall ensure that all decisions must be made available to the public.
- 7.5 The EFN-EA shall ensure that professional designations and qualifications relevant to the position held are maintained.
- 7.6 The EFN-EA, as governed by its Community Education Council, has the delegation of responsibilities that shall include, but not be limited to, responsibility for the development and implementation of Education Programs, allocation of resources, educational staff recruitment and employment, employment of support staff, third party service providers, all operations of

Eligible Schools, and responsibility and oversight of Eligible Students. If the EFN-EA fails to meet its responsibilities under this Agreement, provisions set out in the clause 7.1 of the Delegation Agreement, located in Schedule "B", will be implemented.

- 7.7 The EFN-EA will maintain an EFN-EA policy manual to ensure policies and procedures are in place for the sound management and operations of the EFN-EA.

Administration

- 7.8 The EFN-EA may not expend more than 15% of its Transfer Payment on governance and administration expenses.

- 7.9 Governance and administration expenses include all expenses related to:

- (a) Community Education Council - activities related to the Community Education Council, its members, secretarial and clerical staff including professional services rendered to the board, travel, professional development, membership in school board organizations, and other expenses related to the official duties of the Community Education Council;
- (b) EFN-EA Administration and Supports - activities performed by the Director of Education, Director of Finance and related support staff, in general direction and management of all affairs of the EFN-EA;
- (c) Central Office Administration - activities related to business and administrative services provided at the central office level. Includes business services such as budgeting, accounting, auditing, payroll, purchasing, property management, warehousing, inventory, distribution and other fiscal services as well as administrative activities such as information services, personnel services, advertising, central secretarial services applicable to the administration function, legal services, facilities development, printing, publishing and duplicating; and,
- (d) Information and Technology Administration - activities related to the centralized data management requirements of the EFN-EA. Includes computer hardware, system software, computer repairs, related staff salary and benefit costs and out-sourced data management costs such as contracted services for computer services and the salaries of directors and managers that have overall responsibility for information technology services in the EFN-EA.
- (e) The EFN-EA will continue the existing relationship with the Atlantic Canada's First Nations Help Desk but reserves the right to additionally engage other connectivity services and support.

Budget

- 7.10 The EFN-EA will establish a consolidated annual budget and make it publicly available.
- 7.11 The Community Education Council may approve its annual budget once it has presented the proposed budget at a meeting of the EFN-EA.

Unexpended

- 7.12 Where there is any unexpended funding in a fiscal year, the EFN-EA will notify Canada of their adjusted cash flow, as per Section 10 of their Funding Agreement, to have the ability to retain and carry forward any unexpended funding to the following fiscal year, including the year following the end of the term of this Agreement. Unexpended funding will not be taken into account in the establishment of the annual Transfer Payment and at the renewal stage of this Agreement.

Deficit

- 7.13 The EFN-EA is responsible for any expenditure exceeding the amount of funding provided under its Funding Framework.
- 7.14 Canada, having regard to EFN-EA's financial statements and any other financial information relating to EFN-EA reviewed by Canada, determines the financial position of EFN-EA is such that the delivery of any Activity is at risk.

8.0 FUNDING

Federal Funding

- 8.1 Canada will provide EFN-EA with the Transfer Payment in accordance with the Funding Framework. The Funding Framework will be discussed and updated on a yearly basis.
- 8.2 The Parties will discuss any new initiatives or approaches in the delivery of educational services by the province which might affect the REA Funding Formula.
- 8.3 The Funding Framework will be funding protected and will not go below its 2017-2018 funding for a period of 3 years, commencing April 1st, 2019.
- 8.4 The EFN-EA shall have the ability to allocate funding as it deems appropriate in order to best meet the education needs of Eligible Students. However, the manner in which the EFN-EA

exercises its duties and carries out its responsibilities under this Agreement must not create a funding obligation on behalf of Canada beyond that set out in the Funding Agreement.

- 8.5 The Parties agree to further discuss options that support High Cost Special Education outcomes for Eligible Students.
- 8.6 The Transfer Payments will be based on the Nominal Roll and will be updated annually to maintain reasonable comparability with funding provided by the New Brunswick Ministry of Education to relevant school divisions within the Province.
- 8.7 The Transfer Payments provided in support of this Agreement shall be expended to meet the specific education needs of the EFN-EA, in accordance with the *Amended Grants and Contributions to Support First Nations Elementary and Secondary Educational Advancement Terms and Conditions*, and associated Program Guidelines, and the provisions of the Funding Agreement between Canada and the EFN-EA.
- 8.8 The EFN-EA will submit the Nominal Roll to Canada by October 15th of each year. Canada will use the previous year's Nominal Roll in the application of the Funding Framework.
- 8.9 As per section 6.19, access to transition funding under the Transition Plan will be subject to Canada's program availability and eligibility. Proposals will be submitted to Canada to access transition funding under the terms and conditions of the applicable program.
- 8.10 For greater clarity, Canada may make additional investments in First Nations education from time to time, which could impact the funding support for this Agreement.
- 8.11 Where there is any unexpended funding in a Fiscal Year, the EFN-EA to retain and carry forward any unexpended funding to the following Fiscal Year.
- 8.12 The funding obligations under this Agreement are subject to appropriations by Parliament for that purpose.

Expansion of the Funding Framework.

- 8.13 Where the Funding Framework utilizes proxy data, the Parties commit to discussing the use of updated or actual data when it becomes available.
- 8.14 If during the term of this Agreement, Canada implements either a national funding methodology or New Brunswick-specific funding methodology to support First Nation education authorities that would be more beneficial to the EFN-EA than the Funding Framework, the Parties will assess the potential impact and appropriateness of adopting a new interim funding formula in place of the Funding Framework, or modifying the provisions in the Funding Framework.

8.15 Where the EFN-EA identify that the New-Brunswick Funding Model does not meet their needs, the Parties agree to discuss a number of subject matters which may result in an amendment of the Funding Framework, including but not limited to:

- (a) Closing the gap associated with the concept of substantive equality;
- (b) High Cost Special Education;

9.0 DATA SHARING AND INFORMATION MANAGEMENT

9.1 The EFN-EA will implement established policies outlining data collection and information management. The policies will address:

- (a) the retention and destruction of information;
- (b) how personal and confidential information will be used and disclosed; and
- (c) how the First Nations O.C.A.P. (Ownership, Control, Access, and Possession) Principles will apply to the Education EFN-EA's data collection and information management processes.

9.2 The EFN-EA will establish and maintain student records, including registration and attendance records.

9.3 All personal information collected and managed by the EFN-EA will respect the *Privacy Act*, RSC 1985, c P-21 and be managed in a manner that respects the privacy, confidentiality of student information.

9.4 The Parties agree to develop an approach to data and information sharing to further the purpose and objectives of this Agreement subject to the federal *Privacy Act* and *Access to Information Act*, and in the case of the EFN-EA the *New Brunswick Right to Information and Protection of Privacy Act*, (S.N.B., 2009, R-10.6).

10.0 REPORTING AND MUTUAL ACCOUNTABILITIES

General

10.1 The EFN-EA will have the primary responsibility for monitoring, evaluating, and working with Canada to meet requirements as set out in this Agreement.

The Elsipogtog First Nation – Education Authority

- 10.2 The EFN-EA will establish a Five-Year Strategic Plan, which includes goals and objectives, targeted outcomes, and budget summary.
- 10.3 The Parties will meet a minimum of twice annually to discuss the implementation of the Agreement including performance measures listed in Schedule "E" and any other topics as mutually agreed upon.
- 10.4 For every school year, the EFN-EA Community Education Council will prepare and make available an Annual Program Report that sets out the objectives, activities and results within 60 days of the end of the school year. This report will also be provided to First Nation Chief and Council.
- 10.5 The EFN-EA will upload student and other information required for the implementation of this Agreement to the Department's education information system, or any other format as required by Canada.
- 10.6 The specific information required to be reported to Canada by the EFN-EA for the implementation of this Agreement, and any other agreed upon information requirements as determined by the Parties, will be set out in the Performance Measure, located in Schedule "D".
- 10.7 The EFN-EA will continue to deliver education programs that meet the requirements of the Department of Education and Early Childhood Development Anglophone Sector's annual operating plan submitted annually to the Government of New Brunswick; or any successor approach.

11.0 FINANCIAL REPORTING AND AUDITS

- 11.1 The EFN-EA will produce an annual audited financial report, to be made available, within 120 days of end of each fiscal year. An electronic copy will be provided to Canada. A summary of the consolidated audited financial report will be made publicly available.
- 11.2 The EFN-EA will maintain financial records in a way that substantiates the financial reports required under this Agreement. These records will also be maintained in a way that will allow them to be audited easily, as required by this Agreement in accordance to the EFN-EA governance manual.
- 11.3 The EFN-EA will have its yearly financial reports audited by an independent auditor who is a chartered professional accountant authorized to provide public accounting services in accordance with *The Chartered Professional Accountants Act, 2014, c.28*.

- 11.4 The EFN-EA will notify Canada in writing of the appointment of the auditor as outlined in this Agreement.
- 11.5 With respect to this Agreement, Canada may cause:
- (a) an audit to be conducted of the records of the EFN-EA or any agent of the EFN-EA in order to assess compliance with the Funding Framework or to confirm the integrity of any information reported to Canada under this Agreement; or,
 - (b) an audit or evaluation of the EFN-EA management and financial control practices in relation to this REA or the effectiveness of any or all the initiatives funded under this REA, including initiatives managed or carried out in whole or in part, by an agency on behalf of the EFN-EA.
- 11.6 The EFN-EA shall require any of its agents to permit Canada access to the books and records that pertain to the EFN-EA in order to assess compliance with this Agreement or to confirm the integrity of any information reported to Canada under this Agreement.
- 11.7 Where Canada determines that there is a need to cause an audit or evaluation to be conducted, the Parties will meet to discuss the scope, coverage, and timing of any audits or evaluation. Any audit or evaluation may be conducted up to 7 years after the termination or expiry of this Agreement.
- 11.8 An audit or evaluation may be carried out by one or more auditors or evaluators agreed to by both Parties.
- 11.9 When an audit or evaluation under this section takes place, the EFN-EA will cooperate in the conduct of the audit or evaluation and, upon request, assist the auditors or evaluators and provide them with all the information that they require.
- 11.10 The EFN-EA will maintain, and not destroy, all financial records, including all original supporting documentation, for seven years in accordance with general accounting principles.
- 11.11 The EFN-EA is subject to a General Assessment, which will be completed in accordance with the applicable directive of Canada prior to funding being provided by Canada. Canada will move expeditiously in conducting a General Assessment so as not to interfere with the provision of educational services to students in the EFN.

12.0 FUTURE DISCUSSIONS

- 12.1 Nothing in this Agreement prevents the EFN-EA from participating on the same basis as other First Nations in Canada, in any future process for establishing an appropriate and effective legislative regime for First Nation education.

- 12.2 The Parties acknowledge that the EFN-EA may wish to enter into future discussions with Canada to explore statutory funding and education legislation for the EFN-EA.
- 12.3 The Parties acknowledge that the EFN-EA may wish to enter into future discussions with Canada, regarding expanding the scope of this Agreement to reflect life-long learning, including but not limited to, early childhood education, and adult education and high school upgrading.
- 12.4 The Parties acknowledge that the EFN-EA may wish to enter into future discussions with Canada, regarding funding for school infrastructure and capital projects, including but not limited to full time kindergarten facilities and outreach type schools.

13.0 GENERAL PROVISIONS

Insurance

- 13.1 The EFN-EA has entered into an agreement with a licensed insurer who is authorized to carry on the business of insurance in the Province of New Brunswick to obtain, and maintain, insurance to protect the EFN-EA school(s) and its directors, officers, employees (including teachers, support staff), and students against claims resulting from bodily injury or death of any person on the premises of a school administered by the EFN-EA or any person being transported in a vehicle owned, operated, or hired by the EFN-EA.
- 13.2 The EFN-EA will ensure that it has insurance coverage for directors, officers, employees, assets and activities at a level comparable to or greater than the insurance coverage that would be applicable to public school divisions within the Province of New Brunswick.
- 13.3 The EFN-EA will ensure that, in respect of a First Nation School, it obtains and maintains adequate insurance coverage to address loss of, or damages to school facilities and contents, and where a policy is not held by the EFN-EA, ensure that it has an insurable interest in the policy as an additional payee to the extent of the estimated value of the assets that are the property of the EFN-EA covered by that policy.

Liability

- 13.4 Where the EFN-EA enters into an agreement or otherwise engages an agent or authorizes a contractor to deliver Education Programs and services or any other of its responsibilities under this Agreement on its behalf, the EFN-EA will remain liable to Canada for meeting its obligations under this Agreement.
- 13.5 The EFN-EA is not liable with respect to any liabilities or obligations of Canada or the First Nation that were incurred by Canada or the First Nation prior to this Agreement coming into effect, except as set out in this Agreement or as later agreed upon by the EFN-EA.

13.6 Canada is not liable in respect of anything done or omitted to be done by the EFN-EA, or any director, officer, employee, or agent of the EFN-EA, in the exercise of their powers or the performance of their obligations under this Agreement or for anything done or omitted to be done by any one of those parties that was not within their powers or duties under this Agreement. No action lies against Canada or any employee or agent of Canada for anything done or omitted to be done in good faith in the exercise of their powers or the performance of their duties under this Agreement.

13.7 EFN-EA is not liable in respect of anything done or omitted to be done by Canada, or any director, officer, employee, or agent of Canada, in the exercise of their powers or the performance of their obligations under this Agreement or for anything done or omitted to be done by any one of those parties that was not within their powers or duties under this Agreement. No action lies against EFN-EA or any employee or agent of EFN-EA for anything done or omitted to be done in good faith in the exercise of their powers or the performance of their duties under this Agreement.

Default

13.8 A default of this Agreement occurs when one Party fails to meet their obligations under the Agreement.

13.9 If either Party to this Agreement identifies that the other Party may be in default of its obligations under this Agreement, the Party alleging the default will notify the other Party in writing.

13.10 For greater certainty, the EFN-EA will be considered in default of this Agreement when:

- (a) an auditor gives a disclaimer of opinion or adverse opinion of the financial statements of the EFN-EA required under this Agreement;
- (b) the EFN-EA becomes bankrupt or insolvent, goes into receivership, takes the benefit of any statute relating to bankrupt or insolvent debtors, or ceases operations, or ceases to be a corporation in good standing under the applicable laws of Canada or of the Province of New Brunswick; or
- (c) Canada is of the opinion that the EFN-EA fails to deliver on its obligations as set out in this Agreement.

13.11 For greater certainty, Canada will be considered in default of this Agreement when:

- (a) Canada fails to deliver on any of its obligations set out in this Agreement; or
- (b) Canada fails to make a Transfer Payment in accordance with the schedule of payments in a Funding Agreement where EFN-EA is not in default.

13.12 Canada will not be in default where no payment is made by Canada to the EFN-EA because the EFN-EA has not carried out an obligation.

Remedies on Default

13.13 In the event that a Party receives notice of default from the other Party, the Parties agree to communicate and meet to review the situation within thirty (30) days.

13.14 In the event that the EFN-EA is in default of this Agreement, Canada may take one or more of the following actions:

- (a) require the EFN-EA to develop and implement a management action plan within 60 calendar days, or at such other time as the parties may agree upon and set out in writing;
- (b) require the EFN-EA to seek advisory support acceptable to Canada;
- (c) appoint, upon providing notice to EFN-EA, a Third Party Funding Agreement Manager;
- (d) withhold any Funding otherwise payable under this Agreement;
- (e) require the EFN-EA to take any other reasonable action necessary to remedy the default;
- (f) take such reasonable action as Canada deems necessary, including any remedies which may be set out in any Schedule; or
- (g) terminate this Agreement.

13.15 In the event that Canada is in default, Dispute Resolution mechanism will be utilized by the EFN-EA.

Dispute Resolution

13.16 The Parties will use best efforts to prevent or minimize disputes in relations to the interpretation, application or implementation of this Agreement.

13.17 In the event of a dispute between the Parties arising out of this Agreement and upon written request of one or both Parties, the Parties will each designate a representative to meet and negotiate in good faith with the intention of resolving the dispute quickly and amicably.

13.18 The EFN-EA agrees to establish a dispute resolution process to attempt to resolve disputes pertaining to the provision of Education Programs, management of education facilities, delivery of education services and any other matters that may have an impact on the operation of the EFN-EA. Refer to Delegation Agreement section 7.1 of Schedule "B".

Assignment

- 13.19 This Agreement shall not be assigned by the EFN-EA or by Canada, except that responsibility for this Agreement may be transferred to another federal Minister of the Crown if responsibilities for Indigenous affairs are realigned.
- 13.20 This Agreement is binding upon the Parties and their respective administrators, successors, and assignees.

Waiver

- 13.21 No provision of this Agreement and no event of default by the EFN-EA or Canada of any provision of this Agreement will be deemed to have been waived unless the waiver is in writing and signed by the Party waiving.
- 13.22 The waiver by a Party of a default by the other Party, or of any provision of this Agreement, will not be deemed to be a waiver of any subsequent default by the other Party or of the same or any other provision of this Agreement.

Emergency

- 13.23 Where an emergency arises that significantly impedes the ability of the EFN-EA to fulfill its obligations under this Agreement, the EFN-EA will immediately notify Canada of the emergency. The Parties agree to meet as soon as practicable to discuss the circumstances of the emergency and, where both agree, will develop a plan to address the circumstances.
- 13.24 If the Parties agree that a plan is required, the Parties may involve any other stakeholders that are reasonably required to be engaged in order to address the emergency.

Amendment

- 13.25 This Agreement may be amended by written agreement of all of the Parties.
- 13.26 Any amendment to this Agreement will be in writing and may only be executed by the duly authorized representatives of the Parties, being:
- (a) the director of the EFN-EA, and
 - (b) the Minister, or the his or her representative.
- 13.27 The EFN-EA will keep copies of all amendments to this Agreement. The EFN-EA will provide a copy of any amendments agreed upon by the Parties to this Agreement to Canada and the First Nation Chief and Council.

No Restrictions

13.28 The EFN-EA and its members will continue to be eligible to participate in and benefit from any federal programs or services in accordance with criteria for such programs or services provided that it does not duplicate funding associated with the Agreement.

Applicable Laws

13.29 This Agreement shall be governed by, and be interpreted in accordance with the laws of New Brunswick and the laws of Canada applicable therein.

13.30 A reference to statutes or regulations in this Agreement includes any amendments to those statutes and regulations that are made from time to time.

Notices

13.31 Any notice or other official communication under this Agreement between the Parties will be provided in writing and addressed as indicated in this section.

13.32 The notice referred to above will be effective using any one of the following methods and will be deemed to have been given as at the date specified for each method:

- (a) by personal delivery, on the date upon which notice is delivered;
- (b) by registered mail or courier, the date upon which receipt of the notice is acknowledged by the other Party; or
- (c) by facsimile or electronic mail, the date upon which the notice is transmitted and receipt of such transmission by the other party can be confirmed or deemed.

13.33 Either Party may change the address information by providing notice to the other Party.

13.34 The addresses of the Parties for the purpose of any notice or other official communication are:

14.0 EXECUTION

- 14.1 This Agreement has been executed by the duly authorized representatives of the First Nation and Her Majesty the Queen in Right of Canada, as represented by the Minister of Indigenous Services Canada.

Ivan Augustine, Director of Education
Elsipogtog First Nation Education Authority
342 Big Cove Rd
Elsipogtog, New Brunswick
E4W 2S6

Daniel Kumpf, Regional Director General
Indigenous Services Canada
40 Havelock Street
Amherst, Nova Scotia
B4H 3Z3

HER MAJESTY THE QUEEN IN RIGHT OF CANADA,
As represented by the Minister of Indigenous Services Canada


Per:



Daniel Kump, Regional Director General
Atlantic Regional Office

ELSIPOGTOG FIRST NATION EDUCATION AUTHORITY
As represented by the Community Education Council

Per:



Ivan Augustina, Director of Education
Elsipogtog First Nation Education Authority Inc.

SCHEDULE "A"

SCHEDULE "A" - LIST OF ALL SCHEDULES

SCHEDULE "B" - DELEGATION AGREEMENT

SCHEDULE "C" - FUNDING FRAMEWORK

SCHEDULE "D" - SAMPLE SIDE-BY-SIDE

SCHEDULE "E" - PERFORMANCE MEASURES

SCHEDULE "F" - SERVICE DELIVERY MODEL

SCHEDULE "B"

"SCHEDULE"

DELEGATION AGREEMENT

BETWEEN:

ELSIPOGTOG FIRST NATION
As represented by its Chief and Council

OF THE FIRST PART

-and-

ELSIPOGTOG FIRST NATION-EDUCATION AUTHORITY
Operating as the Education Authority

OF THE SECOND PART

PREAMBLE

WHEREAS Canada has committed to a renewed, nation-to-nation relationship with Indigenous peoples based on the recognition of rights, respect, co-operation and partnerships;

AND WHEREAS Elsipogtog First Nation ("EFN") by way of Band Council Resolution dated _____, 2020 established, in full force and effect, the Elsipogtog First Nation-Education Authority ("EFN-EA");

AND WHEREAS EFN-EA has entered into the Elsipogtog First Nation Education Agreement with her Majesty the Queen in Right of Canada ("Canada") thereby formalizing an educational partnership between Canada and EFN-EA to provide the youth of the EFN Community a quality education comparable to all Canadian students.;

AND WHEREAS EFN-EA has committed to the operation of a new Education Authority in New Brunswick that will be responsible for the operation of elementary and secondary schools on EFN and the provision of education services for Eligible Students;

AND WHEREAS, EFN wishes to delegate to EFN-EA responsibility for the operation of all schools on its reserve and the instruction of all Eligible Students and EFN-EA wishes to implement mechanisms to ensure accountability to EFN;

NOW THEREFORE THE PARTIES AGREE AS FOLLOW:

1.0 DEFINITIONS

The following definitions apply for the purpose of this Delegation Agreement:

"Delegation Agreement" means this agreement, by which EFN delegates to EFN-EA responsibility for the Education Program, the operation of EFN Eligible Schools, and the provision of eligible education services to Eligible Students.

"Education Authority" means the entity authorized by EFN through the Delegation Agreement to manage EFN education interests.

"Education Program" means a course of instruction that incorporates kindergarten to grade 12 curricula accredited by the Government of New Brunswick that are taught by provincially certified teachers at an Eligible School, and that includes the learning objectives and the manner of assessing the students' achievement of those learning objectives, leading to a provincially recognized diploma or certificate of completion that enables a student to access post-secondary education or entry into the workforce.

"Eligible School" means a EFN school recognized by the Government of New Brunswick as an elementary or secondary institution, an e-learning institution, or an alternative or outreach school.

"Eligible Student" means any person who:

- (a) Is aged 4 to 21 years on December 31 in which funding support is required; and
- (b) Has not graduated from secondary school with a diploma; and
- (c) Is Ordinarily Resident on the Reserve of EFN; and
- (d) Is enrolled in and attending an Eligible School.

"Guardian" means a person who has legal custody of a child or primary responsibility for a child but is not necessarily the Parent of the child.

"Ordinarily Resident on Reserve" means a student that:

- (a) Usually lives on Reserve with her or his Parent; or
- (b) Is in the care of a Guardian who lives on Reserve; or
- (c) Is part of a joint custody arrangement and lives on Reserve 50% or more of the time with a Parent; or
- (d) Is staying on Reserve and is living independently.

"Parent" means the father or mother of a child with legal custody, including a person who has legally adopted a child and a person who has adopted a child in accordance with the custom of a First Nation.

"Parties" mean EFN and the EFN-EA.

"Reserve" means the lands described in the definition of "reserve" in subsection 2(1) of the *Indian Act* and includes Crown lands which are recognized by the Department of Indigenous and Northern Affairs Canada as settlement lands of the Indian Band.

"Eisipogtog First Nation Education Agreement" means the agreement between EFN-EA and Canada that is intended to give EFN-EA control over the education of Eligible Students and Eligible Schools.

2.0 PURPOSE AND OBJECTIVES

2.1 The purpose of this Delegation Agreement is to:

- (a) Define the terms and conditions under which EFN delegates responsibility to EFN-EA to manage EFN Education Programs, resources, staff, Eligible Schools and Eligible Students;
- (b) The creation of, and support for, the implementation of a quality Education Program for EFN Eligible Students;
- (c) Provide mechanisms for the Parties to work together to support improved education outcomes for EFN Eligible Students.

3.0 DELEGATION OF RESPONSIBILITY

- 3.1 EFN hereby delegates to EFN-EA all responsibility associated with Education Programs, Eligible Schools and Eligible Students that are located on the EFN Reserve. The delegation of responsibilities shall include, but not be limited to, responsibility for the development and implementation of Education Programs, allocation of resources, educational staff recruitment and employment, employment of support staff, third party service providers, all operations of Eligible Schools, and responsibility and oversight of Eligible Students.
- 3.2 EFN-EA accepts the EFN delegation of responsibility and will operate EFN's on-Reserve Eligible Schools and Education Programs in accordance with Eisipogtog First Nation Regional Education Agreement.
- 3.3 The Parties acknowledge and agree that the Eisipogtog First Nation Regional Education Agreement and this Delegation Agreement will result in a change in the funding relationship between Canada and EFN. Upon implementation of these agreements, the EFN-EA will be the funding recipient for all education-related program funding, including post-secondary funding and EFN-EA will be

responsible for the same. Upon execution of this Agreement, and until such time as the Elsipogtog First Nation Regional Education Agreement is null and void, EFN will no longer receive community education resources from Canada, and should any funds be received in error, these shall be immediately redirected to EFN-EA.

4.0 DUTIES OF THE PARTIES

- 4.1 EFN agrees to assign to EFN-EA all contracts and agreements related to the Education Program, Eligible Schools and Eligible students located on EFN, including, but not limited to, service contracts with third parties, employment contracts, inventory and supply agreements, and lease agreements.
- 4.2 EFN will direct Canada to pay to the EFN-EA any funding for elementary, secondary education programs and post-secondary education services in relation to EFN.
- 4.3 During the transition period in which responsibility is transferred from EFN to EFN-EA, EFN will make its best efforts to help EFN-EA fulfill its obligations and responsibilities as contained in the Elsipogtog First Nation Regional Education Agreement. Once the transition of responsibilities from EFN to EFN-EA is complete, EFN-EA shall assume all responsibility for fulfilling its obligations and responsibilities as contained in the Elsipogtog First Nation Regional Education Agreement.
- 4.4 At all times, EFN-EA shall conduct its operations and decisions in conformity with the Elsipogtog First Nation Regional Education Agreement. EFN-EA shall not take instruction from any one individual Band Member, or Council Member, with respect to any issue, matter, decision, transaction or likewise, unless it is in specific conformity with the Elsipogtog First Nation Regional Education Agreement. EFN shall not make attempts to influence the decision or operations of EFN-EA in anyway that is contrary to the Elsipogtog First Nation Regional Education Agreement.

5.0 LIMITATION OF LIABILITY

- 5.1 EFN-EA and any director, employee or agent of EFN-EA shall not be liable to EFN for anything done, or omitted to be done, by EFN, in relation to its operation of the Eligible Schools on Reserve or the Instruction of Eligible Students prior to the execution of this Delegation Agreement.
- 5.2 EFN-EA and any director, employee or agent of EFN-EA shall not be liable to EFN for anything done in the exercise of education operations, in accordance with obligations established under the Elsipogtog First Nation Regional Education Agreement and EFN-EA policies.

- 5.3 EFN-EA and any director, employee or agent of EFN-EA shall not be liable to EFN for anything done, or omitted to be done, by EFN, in relation to the EFN-EA's operation of the Eligible Schools on Reserve or the Instruction of Eligible Students after the execution of this Delegation Agreement.
- 5.4 EFN-EA may be liable to EFN for any act, or omission, that is contrary to the obligations established under the Elsipogtog First Nation Regional Education Agreement, if such act or omission results in a pecuniary loss.
- 5.5 EFN-EA voluntarily releases, discharges and agrees to indemnify and hold harmless EFN from any and all actions, claims, demands, liabilities, damages, losses, costs, expenses, and/or causes of action, which are in any way connected with EFN-EA's administration of the obligations under the Elsipogtog First Nation Regional Education Agreement and this Delegation Agreement, arising after the execution of this Delegation Agreement, including but not limited to any such claims which include employment claims, negligence, liability, breach of contract, omissions of EFN-EA, or breach of any statutory requirement or breach of duty of care under any applicable law.

6 EFFECTIVE DATE, TERM AND EXECUTIVE

- 6.1 This Delegation Agreement shall take effect at the same time the Elsipogtog First Nation Regional Education Agreement takes effect.
- 6.2 EFN agrees to provide to EFN-EA and to Canada a signed copy of this Delegation Agreement with five (5) days of execution.
- 6.3 This Delegation Agreement shall remain in effect for the term of the Elsipogtog First Nation Regional Education Agreement, and shall be extended for the same period as any renewal period of the Elsipogtog First Nation Regional Education Agreement, or until such time as a party has defaulted under the terms of the Elsipogtog First Nation Regional Education Agreement.
- 6.4 EFN will meet the EFN-EA and Canada twelve (12) months prior to the expiry of the Regional Education Agreement in order to discuss whether it will renew the Delegation Agreement.
- 6.5 This Delegation Agreement shall continue in effect and shall be binding on EFN and EFN-EA, notwithstanding any change in the constitution of the Chief and Council of EFN.

7 DEFAULT

- 7.1 In the event that EFN-EA is in default of the Ełisłpogłog First Nation Regional Education Agreement, EFN may take one or more of the following actions in the following order:
- (a) Require EFN-EA to seek advisory support;
 - (b) Require EFN-EA to develop and implement a management action plan within sixty (60) calendar days or, if EFN agrees, such other period of time as determined by EFN and EFN-EA.
 - (c) Require EFN-EA to take any other reasonable action necessary to remedy the default; or
 - (d) Appoint a temporary administrator to administer any or all of the responsibilities of EFN-EA under the Ełisłpogłog First Nation Regional Education Agreement.
 - (e) Only after having exhausted sections 7.1(a) to 7.1(d) herein may EFN revoke the authority delegated in this Delegation Agreement and EFN may then assume the role of EFN-EA to meet the requirements of the Ełisłpogłog First National Regional Education Agreement.

8 NO RESTRICTIONS

- 8.1 EFN, its members, and EFN-EA will continue to be eligible to participate in and benefit from any federal programs or services in accordance with criteria for such programs or services.
- 8.2 Nothing in this Delegation Agreement prevents EFN from pursuing or entering into a self-government agreement with Canada.

9 COMMUNICATIONS

9.1 The Contact information of EFN and EFN-EA is as follows:

Address: EFN
Elsipogtog First Nation
373 Big Cove Road
Elsipogtog, NB
E4W 2S3

Contact person: TBC
E-mail: TBC
Fax: TBC
Phone number: TBC
Cell: TBC

And

Address: EFN-EA
Elsipogtog First Nation
342 Big Cove Road
Elsipogtog, NB
E4W 2S6

Contact person: TBC
E-mail: TBC
Fax: TBC
Phone number: TBC
Cell: TBC

SCHEDULE "C"

Funding Framework under the New Brunswick Regional Interim Funding Formula

The Funding Framework is used by Canada to determine the annual Transfer Payments to be provided to EFN-EA and is based on a portion of the New Brunswick Regional Interim Funding Formula that may change over time according to the Provincial Formula Application Method.

Member First Nations will be supported by a Transfer Payment calculated utilizing a formula similar to below:

New Brunswick Regional Interim Funding Formula – Provincial Formula Application Method

2020-21 Allocation, based on:

- The *Education and Early Childhood Development Annual Report (2018-2019)*¹.
- Information provided by the New Brunswick Department of Education and Early Childhood Development.
- Indigenous Services Canada's Nominal Roll

General notes²:

- The first year calculations will utilise the 2019-20 nominal roll.
- Students aged 22 and older are excluded from all funding allocation calculations as per the New Brunswick Education Act.
- Provincial and Private tuition rates are provided by the province of New Brunswick every school year.
- All information in this document is up-to-date for the 2020-21 school-year, unless stated otherwise.
- Rates and proxies may be updated every year.
- Proxies may be replaced if relevant data to replicate a particular component becomes available.

NEW BRUNSWICK REGIONAL INTERIM FUNDING FORMULA (2020-2021)	
Allocation Category / Funding Component	Application Methodology
4: Instruction and School Services	
1(1) Salaries – Classroom Teachers	Salaries – Classroom Teachers = total teacher FTEs (number of classes + prep time factor) x average teacher salary with benefits + Salaries – Supply Teachers = total teacher FTEs x 10.8 replacement days x per diem including benefits
1(2) Salaries – Additional Staff	Administration = (Gr. K-12 enrolment + 275) x average teacher salary with benefits +

¹ <https://www2.gnb.ca/content/dam/gnb/Departments/ed/pdf/Publications/AnnualReport2018-2019.pdf>

² This is a sample of the Provincial Formula Application Method for the 2020-21 school year. This information will change on yearly basis to reflect the information provided by the province of New Brunswick and EFN-EA.

	<p>Guidance = (Gr. K-12 enrolment + 502) x average teacher salary with benefits</p> <p>+</p> <p>Resource Teachers = (Gr. K-12 enrolment + 180) x average teacher salary with benefits</p> <p>+</p> <p>Librarians = (Gr. K-12 enrolment + 2,400) x average teacher salary with benefits</p> <p>+</p> <p>Subject Leads = (Gr. K-12 enrolment + 474) x average teacher salary with benefits</p> <p>+</p> <p>Education Plan Leads = (Gr. K-12 enrolment + 933) x average teacher salary with benefits</p> <p>+</p> <p>Classroom Composition = (Gr. K-12 enrolment + 480) x average teacher salary with benefits</p>
1(3) Salaries – School Administration	<p>Principals = 1 per school x average teacher salary with benefits</p> <p>+</p> <p>Vice-Principals = (teacher FTEs + 25) x average teacher salary with benefits</p>
1(4) School Services	<p>Instructional Materials = Gr. K-12 enrolment x \$62.42</p> <p>+</p> <p>Teacher Education Leaves = Gr. K-12 enrolment x teacher education leave per student proxy</p> <p>+</p> <p>Teachers Working Condition Fund = (per school proxy rate x number of schools) + (per teacher proxy rate x teacher FTEs)</p>
2. School Management and Support	
2(1) School Administrative Assistants	<p>School Administrative Assistants:</p> <p>If teacher FTEs ≥ 30 = (teacher FTEs + 30) x average admin assistant salary</p> <p>If teacher FTEs < 30 = 1 admin assistant x average admin assistant salary</p> <p>+</p> <p>Admin Assistant Replacement Days = admin assistant FTEs x 10.8 days x average daily admin assistant salary</p>
2(2) Other Support Staff	<p>Library Assistants = (Gr. K-12 enrolment + 704) x average library assistant salary</p> <p>+</p> <p>School Psychologist = (Gr. K-12 enrolment + 1,461) x average school psychologist salary</p> <p>+</p> <p>Support Services to Education & Talk with Me Staff salaries = (Gr. K-12 enrolment + other support staff proxy ratio) x average salary</p> <p>+</p> <p>Operating expenses = (Gr. K-12 enrolment + other support staff proxy ratio) x operating expense provincial rate</p>
3. Education and Support Services	
3(1) Educational Assistants	<p>Educational Assistant Salaries = Gr. K-12 enrolment + 36 x average education assistant salary</p> <p>+</p>

	<p>Educational Assistant Replacement Days = educational assistant FTE x 10.8 days x average daily education assistant salary</p>
3(2) Support Services	<p>Student Attendant = (Gr. K-12 enrolment + 2,373) x average student attendant salary</p> <p>+</p> <p>School Intervention Worker = (Gr. K-12 enrolment + 517) x average school intervention worker salary</p> <p>+</p> <p>Behavior Intervention Mentor = (Gr. K-12 enrolment + 7,146) x average behaviour intervention mentor salary</p>
4. Transportation	See Part C – Transportation below
5. Facilities	<p>Operating Expenses = square footage of school x operating expense provincial rate</p> <p>+</p> <p>Facilities (Other) = Gr. K-12 enrolment x facilities (other) proxy rate</p>
6. District Management	<p>Office of the Superintendent = Gr. K-12 enrolment x office of the superintendent proxy rate</p> <p>+</p> <p>Education Support Centre = Gr. K-12 enrolment x education support centre proxy rate</p> <p>+</p> <p>IT Operating Expenses = Gr. K-12 enrolment x IT operating expenses provincial rate</p> <p>+</p> <p>District Education Councils = Gr. K-12 enrolment x TNEGI/FNEII district education council proxy rate</p>
7. Operating Expenses	Operating Expenses = Gr. K-12 enrolment x operating expenses provincial rate
8. Benefits	<p>Health and Dental Insurance = Staff FTEs x health and dental insurance provincial rate</p> <p>+</p> <p>Group Life and Accidental Death and Dismemberment = staff salaries x group life and accidental death and dismemberment provincial percentage</p> <p>+</p> <p>Other Benefits Per Student = Gr. K-12 enrolment x other benefits per student proxy rate</p>
9. Programs	<p>Healthy Minds (Students) = Gr. K-3 enrolment x healthy minds student provincial rate x 187 days</p> <p>+</p> <p>Healthy Minds (Staff) = Gr. K-3 enrolment x healthy minds staff provincial rate x 187 days</p> <p>+</p> <p>Healthy Minds (School) = healthy minds provincial rate allocated per school</p> <p>+</p> <p>First Nations Education = Gr. K-12 enrolment x First Nation education provincial rate</p> <p>+</p> <p>Community Schools = Gr. K-12 enrolment x community schools proxy rate</p> <p>+</p>

	<p>Complex Cases = Gr. K-12 enrolment x complex cases provincial rate</p> <p>+</p> <p>Newcomer Student Supports = Gr. K-12 enrolment x newcomer student supports provincial rate</p> <p>+</p> <p>Professional Learning = Gr. K-12 enrolment x professional learning provincial rate</p> <p>+</p> <p>Vulnerable Schools = Gr. K-12 enrolment x vulnerable schools provincial rate</p> <p>+</p> <p>Positive Learning Environment/School Mental Health = Gr. K-12 enrolment x positive learning environment/school mental health provincial rate</p> <p>+</p> <p>Assistive Technology = Gr. K-12 enrolment x assistive technology provincial rate</p> <p>+</p> <p>Early Career Teacher Learning = Gr. K-12 enrolment x early career teacher learning provincial rate</p>
10. Additional Funding	<p>Atlantic Provinces Special Education Authority Funding = Gr. K-12 enrolment x Atlantic provinces special education authority funding proxy rate</p> <p>+</p> <p>Official Languages in Education Funding = Gr. K-12 enrolment x official languages in education funding provincial rate</p> <p>+</p> <p>Online Learning Funding = Gr. K-12 enrolment x online learning funding provincial rate</p> <p>+</p> <p>Occupational Health and Safety Committee Training Funding = Gr. K-12 enrolment x occupational health and safety committee training funding provincial rate</p>
11. Pensions	<p>Pensions = staff salary funding x provincial pension percentage</p>
12. ISC Enhancements	<p>ISC Language and Culture Enhancement = (Gr. K-12 enrolment x \$1,500) x First Nation education program per student provincial rate</p>
Part B – Provincial and Private Schools	<p>Provincial and Private Tuition = Gr. K-12 provincial and private enrolment x provincial tuition rate</p> <p>+</p> <p>Tuition Administration = total provincial and private tuition allocation x 5%</p> <p>+</p> <p>Student Supports = Gr. K-12 provincial and private enrolment x \$500</p>
Part C – Transportation	<p>Transportation = Gr. K-12 enrolment x (2017-2018 transportation funding x proxy compounded annual growth rate)</p>
Part D – Student Accommodation	N/A

SCHEDULE "E"
PERFORMANCE MEASURES

- 1) By October 15th of each year, the EFN-EA shall complete the Data Collection Instruments in respect to the Nominal Roll Student and Education Staff Census Report.
- 2) By July 31st annually and beginning in 2021, the EFN-EA shall provide a copy of the Annual Elspogtog Education Authority Performance Report to Canada:

Educational Advancement Report

**SCHEDULE "F"
SERVICE DELIVERY MODEL**

New Path-FNSS/EI/ Band Education Division Organizational Chart

REA Organizational Structure Changes

