

Education Services (Tuition)

Agreement Guide



**A Resource for Ontario School Boards and
First Nations**

PREFACE

The purpose of this guidebook is to provide reference materials for Ontario publicly-funded school boards and Ontario First Nations to assist them when they are developing Education Services (Tuition) Agreements.

The guidebook was developed through the collaboration of the following partners:

- Chiefs of Ontario – First Nation Education Coordination Unit
- Aboriginal Affairs and Northern Development Canada (AANDC) – Ontario Region Education
- Ontario Ministry of Education
- Ontario Public School Boards' Association, on behalf of:
 - Association des conseils scolaires des écoles publiques de l'Ontario
 - Association franco-ontarienne des conseils scolaires catholiques
 - Ontario Catholic School Trustees' Association
 - Ontario Public School Boards' Association

Each partner has contributed a distinct section based on that partner's knowledge and expertise. The sections therefore reflect the unique role and perspective of each partner. The views reflected in any given section are those of the partner who contributed that section and not necessarily those of the other partners. The sections contributed by the AANDC and the Ministry of Education are provided to outline existing policy at the federal and provincial level, respectively, pertaining to tuition fees and education service (tuition) agreements.

Table of Contents

INTRODUCTION*	6
BACKGROUND	7
Historical Context	7
Canadian Legislation - Historical Reference	7
Treaties and Deeds	8
FIRST NATION EDUCATION HISTORICAL TIME CIRCLE	9
FIRST NATION COMMUNITIES; FIRST NATION ORGANIZATIONS; FIRST NATION PERSPECTIVE AND VISION; FIRST NATION EDUCATION – A FIRST NATIONS CONTEXT	10
First Nations Have an Inherent Right to Education	10
<i>First Nations</i>	12
Other First Nation Organizations	12
First Nation Perspective and Vision	12
<i>Funding Flow</i>	15
<i>Special Education Funding – Federal</i>	16
NEGOTIATING AN EDUCATION SERVICES (TUITION) AGREEMENT	18
IMPLEMENTATION OF THE EDUCATION SERVICES (TUITION) AGREEMENT	21
<i>Per Pupil Tuition Fees</i>	21
<i>First Nation Responsibility</i>	23
School Board Reporting on Programs and Services to the First Nation(s)	26
<i>Dispute Resolution between the First Nation and the School Board</i>	27
ABORIGINAL AFFAIRS AND NORTHERN DEVELOPMENT CANADA (AANDC); LEGISLATION; FEDERAL FUNDING (Tuition and Special Education Program)	28
Aboriginal Affairs and Northern Development Canada (AANDC)	29
Legislation	29
Education Agreement / Tuition Agreement	29
Federal Funding	30
Nominal Roll Student Census	30
Instructional Services in Provincial and in Private/Independent Schools Recognized by the Province as an Elementary/ Secondary Institution:	31
Special Education Program (SEP)	31
Residency	33
DISTRICT SCHOOL BOARDS; TRUSTEES; FIRST NATION ADVISORY COMMITTEE	34
School Boards	35
Trustees	35
First Nation Trustees on School Boards	36
First Nation Advisory Committee	37
ONTARIO MINISTRY OF EDUCATION	38
EDUCATION FUNDING IN ONTARIO	38
Current Legislation and Policy	39
Amounts School Boards May Charge First Nations	40
Fees Regulation	40
Base Tuition Fee	40
Additional Costs	41

Pupil Accommodation Charge	42
Special Services under the Education Act.....	42
Special Education in Ontario	42
Board Identification and Placement of Exceptional Students.....	43
Board Staff Allocation in School Boards.....	43
Reverse Tuition Agreements	45
Documentation Required for Reimbursement of the First Nation by the School Board	45
Procedures for Reimbursement of the School Board by the Ministry	46
LEGISLATIVE REFERENES	47
Education Act.....	47
TYPES OF AGREEMENTS; SAMPLE NEGOTIATION PROCESS; SAMPLE COMPONENTS OF AN AGREEMENT; SAMPLE ADDENDA.....	52
TYPES OF AGREEMENTS.....	53
Education Services (Tuition) Agreement or Contract	53
Reverse Tuition Agreement.....	53
SAMPLE COMPONENTS OF AN AGREEMENT.....	54
Opening Statements	55
Definition of “Authorized” Pupils	57
Definitions or Interpretation.....	57
Enrolment Notice – Eligibility.....	61
Responsibility For Fees.....	62
Payment Schedule	64
Payment Dates and Penalties.....	67
Programs and Services.....	68
School Board/Community Relations	69
First Nation Representation.....	71
First Nation Staffing.....	74
Professional Development	76
Native Language and Culture Programs	77
Transition Program.....	78
Special Education Programs, Services, and Equipment	78
Transportation	80
Freedom from Harassment.....	80
Access to School Facilities.....	80
Media Releases	80
Reporting and Communication Requirements	81
Data Collection	83
Access To Information	84
Accountability	84
Term Of Agreement	85
Dispute Resolution	86
SAMPLE ADDENDA TO THE EDUCATION SERVICES AGREEMENT.....	88
First Nation Education Personnel	89
EDUCATION PERSONNEL	90
Education Manager	90

Aboriginal Student Counsellor	90
Authorization For Release of Information.....	91
Advisory Committee of First Nation.....	93
COMMON TERMS AND ACRONYMS	95
REFERENCES.....	99
APPENDIX 1	102
TIPS FOR SUCCESSFUL EDUCATION SERVICES AGREEMENTS	102
PART A: STRONG RELATIONSHIPS.....	102
PART B: CONSIDERATIONS FOR THE NEGOTIATION PROCESS	103

INTRODUCTION**

When First Nation students who reside in a First Nation community attend publicly funded schools, a formal agreement must be developed between the First Nation and the Board. An Education Services (Tuition) Agreement is a legal and binding agreement. It must address the common services that are provided to all students and additional programs and services or equipment to be provided by the board to meet the needs of First Nation students. To ensure successful negotiation of an Education Services (Tuition) Agreement that is satisfactory to both parties, it is critical that there be equitable access to a transparent framework of information and resources relevant to meeting the needs of First Nation students and to the anticipated content of the agreement.

For 2010-11, there are more than 5,000 First Nation students attending schools in 40 different school boards in Ontario under Education Services (Tuition) Agreements.

The purpose of this Guidebook is to provide a source of reference regarding information and guidelines for Ontario publicly-funded school boards and Ontario First Nations when developing tuition agreements.

This guide was developed through the collaboration of the following partners:

Chiefs of Ontario – First Nation Education Coordination Unit
Aboriginal Affairs and Northern Development Canada (AANDC) – Ontario Region
Education
Ontario Ministry of Education
Ontario School Board Associations:

- Association des conseils scolaires des écoles publiques de l'Ontario
- Association franco-ontarienne des conseils scolaires catholiques
- Ontario Catholic School Trustees' Association
- Ontario Public School Boards' Association

* This Introduction was contributed by the Ontario Public School Boards' Association.

BACKGROUND*

Historical Context

In 1867, section 91 (24) of the British North America Act (now the Constitution Act, 1982) assigned overall responsibility for First Nations people and lands to the federal government. At the same time, responsibility for education was assigned to the provinces under section 93. The education of First Nations people who live in First Nation communities (on-reserve) remained within the domain of the federal government.

The development of the current political framework for the negotiation of tuition agreements places the emphasis on First Nations to once again, develop their own goals for the education of their youth.

An extensive “History of First Nation Education in Canada” is available in the “School Boards/First Nations Tuition Agreements Resource Manual” published in 1993/94 by the Ontario Public School Boards Trustees’ Association (OPSBA) and the Ontario Separate School Trustees’ Association (OSSTA) and funded by the Ontario Ministry of Education and Training. The section “History of First Nation Education in Canada” is available at www.opsba.org.

Canadian Legislation - Historical Reference

This division of powers remained intact after the repatriation of the constitution in 1982 in the form of the Constitution Act. Section 25 of the Act which is within the Charter of Rights and Freedoms, affirms existing treaty and land claim agreements. Further affirmation of aboriginal rights in Canada is included in section 35 of the Constitution Act, 1982.

The Indian Act, R.S.C. 1985, C.I-5, specifically, Section 4(3) defines the application limits of the Act to those First Nation people who live on reserves or Crown lands. The basis for this guarantee is the Constitution Act’s Section 25 affirmation of pre-existing treaties and Royal Proclamation, 1763 rights.

* This Background was contributed by the Ontario Public School Boards’ Association and the Chiefs of Ontario.

Treaties and Deeds

Treaties were made to establish how Nations could co-exist, and granted rights and permission to the settlers. Treaties are agreements made between First Nations and the Crown, the spirit and intent of which determines how the lands and resources are to be shared. Treaties also outline responsibilities in areas such as education and health.

In forging treaty relationships, the First Nations and the Crown created mutually binding obligations that were to be solemnly respected. To the Crown, the treaties were instrumental in acquiring what they saw as extensive and valuable assets, land and resources that benefit the population of Ontario and Canada today. To the First Nations, the treaties were sacred, living documents that affirmed their sovereignty, and set down a basis to share the existing natural resources in a peaceful and everlasting way.

While not all treaties specifically mention First Nation rights to the provision of education and funding for education by the federal government, those that do include such provisions have been extended in practice to apply to all First Nations in Ontario.

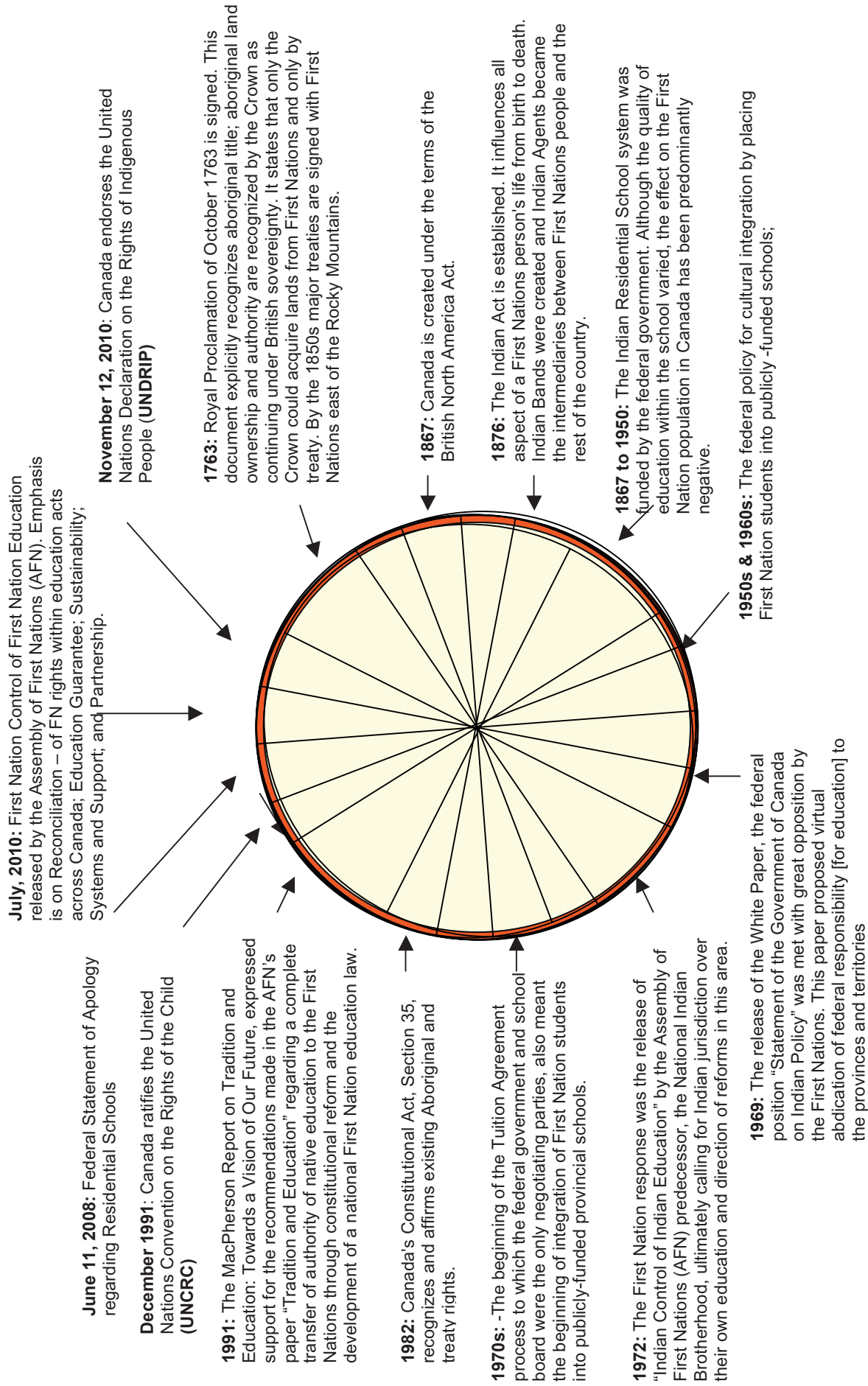
Treaties in Ontario include Treaty 3, Treaty 9 (1905/06 & 1929/30), Robinson-Huron Treaty, the Williams Treaties and the Upper Canada Land Surrenders. Other land agreements such as the Haldimand Deed of 1784 may not directly refer to education but has affected some aspects in the funding of education.

Treaties are more than just historical documents or agreements; they are a sacred reminder of Nationhood and the inherent right to self-determination. As living, international agreements, they remain valid today and continue to affirm First Nation sovereign relationships.

For a complete map of historical treaties in Canada see:
www.ainc.gc.ca/pr/trts/hit/mps/eng/htoc_e.pdf.

FIRST NATION EDUCATION HISTORICAL TIME CIRCLE

Today, the development of the current political framework for the negotiation of tuition agreements places the emphasis on First Nations to, once again, develop their own goals for the education of their youth.



FIRST NATION COMMUNITIES; FIRST NATION ORGANIZATIONS; FIRST NATION PERSPECTIVE AND VISION; FIRST NATION EDUCATION – A FIRST NATIONS CONTEXT

This section offers an overview of the role of First Nation Communities, First Nation Provincial Territorial Organizations, and First Nation Organizations as partners in education services agreements. It also highlights a First Nations perspective with regard to education funding and First Nations control of First Nations education.

This section of the Guide was provided by the Chiefs of Ontario Education Coordination Unit (ECU). The ECU is a technical and advisory body operating under the umbrella of the Chiefs of Ontario. It is comprised of the Education Directors of the four Provincial Territorial Organizations (PTO's) and one representative from the Independent First Nations. An additional four seats are reserved for established regional Aboriginal Education Organizations. The ECU is supported and coordinated through the Chiefs of Ontario office by the Education Co-ordinator.

First Nations Have an Inherent Right to Education

Prior to contact from the European settlers, our Nations - the Anishinaabek, Mushkegowuk, and Onkwehonwe Peoples - thrived in what is now known as the province of Ontario. These Nations have existed on Turtle Island (North America) since time immemorial, with distinct laws and governance systems, language, culture, territories, economic systems, a defined Peoples (citizenship), history and social structures.

As distinct and independent Nations, we possess inherent rights to self-determination. These inherent rights were not endowed by any other state or Nation (such as Canada or the British Crown), but are passed on through birthright. Inherent rights are collective rights which are perpetual and flow from the connection to the Creator and our lands. Inherent rights cannot be taken away. Self-determination means we can freely and independently determine and exercise our own political, legal, economic, social and cultural systems without external interference. In other words, we have jurisdiction over all aspects of our livelihood – including education.

Today, self-determination is exercised through establishing our own governance structures, the creation of our own laws and legal systems, economic pursuits and trade, and engaging in sustainable practices such as hunting and fishing. Article 3 in the United Nations Declaration on the Rights of Indigenous Peoples (UNDRIP) reaffirms our Nations' inherent right to self-determination. The UNDRIP is a powerful international instrument which creates the minimum standards and principles by which all States are measured when engaging with Indigenous Peoples.

While every First Nation has the inherent right to exercise jurisdiction in areas such as education, we must respect that each First Nation is at various levels of capacity to exercise this jurisdiction in the fullest sense. In this regard, many of our Nations' efforts to exercise our jurisdiction have been incremental in nature.

Much of our Nations' capacity levels have been eroded throughout the history of contact, the process of colonialism and unilaterally imposed structures – these systems are described below.

The First Nation Historical Time Circle provides a relevant backdrop to understand the reality of First Nations education in Ontario, and Canada. The Time Circle illustrates how the nation-to-nation relationship existing at the time of the early Treaties between First Nations and the Crown changed over time with regard to education to become paternalistic in nature. It also shows that First Nations have remained ever focused on returning to the original nature of the relationship. This has been a long and winding road for First Nations, but it is one that First Nations feel is worthy of their time and effort. Travel on this road will ensure First Nation education is culturally and linguistically-based, adequately funded and will foster the strong identities needed to nurture the generations to come.

First Nations

There are 133 First Nations recognized by the Chiefs in Ontario. Education for First Nation students who reside in a First Nation community is resourced through federal funding. Aboriginal Affairs and Northern Development Canada (formerly known as Indian and Northern Affairs Canada - INAC) oversees the terms and conditions for the various aspects of education funding. There is much diversity evident in the way First Nations organize themselves to deliver education to their learners. A simplified description of this diversity details that most communities have schools and most have agreed to operate these schools themselves (these are referred to as Band-operated schools), while a select few have opted to remain as federally-operated schools. Among these communities with schools, some offer only elementary school to a specific grade and most do not have secondary schools. Upon completion of the schooling offered in the community students must transfer into public or private schools to further their education. The communities that do not have a school enroll their students into public or private schools for the entire duration of their schooling.

The First Nation communities with schools set local education policy and manage their own operations. Typically the First Nation community will appoint a person to oversee the tuition agreement process that is necessary when their learners must attend school outside the community. This is usually the Education Manager/Director. Agreements are generally signed by the Chief of the First Nation.

Other First Nation Organizations

In some cases a First Nation Tribal Council or other aggregate body will negotiate tuition agreements on behalf of one or several of their member First Nations. These organizations may have education personnel that work on behalf of the First Nations in the area of tuition agreements. The role of other organizations in the tuition agreement process is a local decision. First Nations will inform Boards of their roles through their own internal processes.

First Nation Perspective and Vision

First Nations in Ontario are committed to working toward the goals of developing culture-based, academically solid, learner-focused, equitable education systems under First Nations control. These goals were the driving force behind the 1972 policy document *Indian Control of Indian Education (ICIE)* and the updated version of this document *First Nation Control of First Nation Education 2010 (FNCFNE)*. Even though *ICIE* was affirmed by then Minister of Indian Affairs, Jean Chrétien in 1973, the policy has never been supported in a meaningful manner. First Nations people maintain that the underlying principles of *ICIE*, still apply in 2010 as they did in 1972. The updated

policy framework, *FNCFNE*, reflects current challenges and changes in education. The vision statement of the policy framework states “First Nations lifelong learning is a process of nurturing First Nations learners in linguistically and culturally-appropriate holistic learning environments that meet the individual and collective needs of First Nations and ensures that all First Nations learners have the opportunity to achieve their personal aspirations within comprehensive lifelong learning systems.”

The objectives of the *FNCFNE* policy framework are to:

1. Ensure First Nation lifelong learners have access to an education system with programs and services grounded in First Nations languages, values, traditions and knowledge.
2. Build and sustain First Nation capacity and institutional development so as to deliver a wide spectrum of quality programs and services across the learning continuum.
3. Implement First Nations control of First Nations education.

First Nations peoples understand that learning is a formal and informal instinctive and experiential lifelong journey, encompassing early childhood learning, elementary and secondary school, career, vocational and technical training, post-secondary education and adult learning.

First Nations view is that the primary role of holistically balanced First Nations learning systems is to transmit First Nations ancestral languages, traditions, cultures and histories, while at the same time preparing and making accessible to the learner, the support and tools that will allow them to achieve their full individual potential in any setting they choose. Secure in the knowledge that lifelong learning is an inherent and treaty right, First Nations peoples understand that this lifelong journey is built upon experiences that embrace both Indigenous and mainstream western knowledge systems.

First Nations in Ontario endeavour to ensure that the principles endorsed and ratified by the government of Canada in the United Nations Declaration on the Rights of Indigenous Peoples (UNDRIP) and the United Nations Convention on the Rights of the Child (UNCRC) are upheld. The UNDRIP maintains that “Indigenous peoples have the right to establish and control their educational systems and institutions providing education in their own languages, in a manner appropriate to their cultural methods of teaching and learning”.¹ The UNDRIP and the UNCRC both affirm the right of First Nation children to learn, achieve and succeed.

A number of priority issues arise as First Nations work to achieve the goal of First Nations control of First Nations education. These include: the need to revise the Band-Operated Funding Formula (BOFF)² and funding for tuition agreements; the need for

¹ United Nations Declaration on the Rights of Indigenous Peoples, Article 14:1.

² See Funding Flow section and glossary for detailed description.

second and third level services³ and teacher recruitment and retention; curriculum development that includes culturally relevant content; and internal feedback and discussions among First Nations regarding progress on standards, access, monitoring, potential legislative change, and getting First Nations principles, goals and priorities on the table with provincial and federal governments.

First Nations education systems continue to be under-funded through an outdated federal formula that provides only basic support services. Although much work has been done by First Nations to design and deliver education programs and services that meet students' needs and provide a foundation for the future – and there are some successes – First Nation efforts continue to be hampered by barriers such as external policies and practices, lack of funding and lack of First Nations control.

The federal government has legal responsibility for First Nation education as defined by the treaties and the *Indian Act*. Any transfer of jurisdiction for First Nation education can only be from the federal government to First Nation Bands. Whatever responsibility belongs to the Provinces or Territories is derived from the contracts for educational services negotiated between Band Councils, provincial or territorial school jurisdictions, and the federal government.⁴ Federal legislation declares that the province of Ontario has no responsibility for the delivery of education on-reserve. First Nations would argue that a) the federal government has legislative responsibility under the *Indian Act* and b) the provincial government has jurisdictional responsibility for education in Ontario. However, First Nations also understand that there is a relationship among the federal government, the provincial government and First Nations to provide the level of control and resources necessary to establish and implement First Nations education systems that result in improved First Nations graduation rates and student achievement.

First Nations recognize and embrace, where possible, opportunities for continued collaboration with federal and provincial governments to prioritize student success and seamless transitions. Therefore, First Nation peoples assert that federal, provincial, territorial and First Nation governments must work together to ensure First Nations have access to the support necessary to achieve successful education outcomes at all stages.

³ Second level supports and services include professional development and services. Third level services may include capacity development/training and standards/measurement of learning success. For a more complete description see *FNCFNE* pages 47 and 48.

⁴ *FNCFNE*

Funding Flow

Canada's fiduciary obligation to First Nations include funding First Nations education, which means, unlike provincially-funded schools in Ontario, First Nations elementary and secondary schools are funded directly by the government of Canada through Aboriginal Affairs and Northern Development Canada (AANDC). The *ICIE* policy led to an expansion of the number of First Nation operated schools and in 1988 the BOFF came into effect as a Treasury Board requirement for AANDC. The formula is based on a unit (number of students) multiplied by unit cost (tuition rate) approach for determining the resource requirements for instructional services. It is sensitive to a number of factors including geography, school and class size, and curriculum offered, all of which affect the level and quality of the education program at the school. The BOFF is the formula used to provide base funding to First Nation schools on-reserve in Ontario.

The BOFF has not been updated since 1996-97 at which time it was capped at an annual 2% increase. This means the formula has not been indexed for rises in the cost of living and teachers' salaries. The 2% cap also limits the ability to support changes in program needs. AANDC has attempted to address the inadequacies of the BOFF by introducing supplementary proposal-based programs. These programs are not based on cost and do not provide stability, permanence or equity to funding resources. Today approximately one third of elementary and secondary funding for First Nation schools is provided in this manner. The introduction of additional proposal-based programs adds a substantial reporting burden to already under-funded First Nations who often lack the capacity to apply for the additional funding. Proposal-based programs include:

- New Paths for Education Program
 - Teacher Recruitment and Retention Program
 - Parental and Community Engagement Strategy Program
- First Nation Student Success Program
- Cultural Education Centres Program
- Education Partnerships Program

Funding can be transferred to First Nations and First Nations organizations via one or more of the following arrangements:

1. Comprehensive Funding Arrangement (CFA) – a one year funding agreement which provides funds to First Nations and First Nations organizations to deliver programs on reserve.
 - a. With regards to elementary / secondary instructional services there are specific delivery requirements as outlined in the *Elementary/Secondary Education Program Guidelines* or the specific program guidelines.
 - b. May be in the form of a Contribution payment – reimbursement of actual expenditures.

- c. May be in the form of a Flexible Transfer payment – formula based, surpluses may be retained, or require repayment depending on the terms and conditions of the agreement.
 - d. May be in the form of a Grant – unconditional funding.
 - e. Is responsive to student enrollment adjustments
2. Canada/First Nations Funding Agreement (CFNFA) – a multi-year (5-year) funding agreement that AANDC and other federal government departments enter into with First Nations and First Nations organizations. CFNFA's have more flexible terms and conditions than CFAs, giving First Nations a greater range of options for delivering programs that meet their community priorities.
 - a. Block-budgeted funding
 - b. Common set of funding terms and conditions
 - c. Less responsive to student enrollment adjustments
 3. Self-Government Funding Agreement (SGFA) – a multi-year funding agreement that AANDC and other federal government departments enter into with First Nations governments. These types of agreements are funded through grants, providing First Nations with the most flexibility in delivering programs to their communities. To be eligible, First Nations must first have entered into a Self-Government Agreement with Canada.⁵

Special Education Funding – Federal

Ontario First Nations use an intervention-based approach to Special Education, whereby funding is determined by formula. The funding for Special Education is provided through AANDC's Special Education Program (SEP) according to an internal funding formula developed by the Ontario First Nations Special Education Working Group (OFNSEWG) which is a joint technical and advisory body mandated by the Ontario First Nations Education Coordination Unit to provide recommendations on issues, and specific strategies for political review and/or approval for action. The OFNSEWG represents a partnership between AANDC and First Nations in Ontario and includes representation from both.

Funding for the Special Education Program (SEP) is a targeted allocation, meaning that funding is a full and final allocation that can be spent only on First Nation students who ordinarily reside on-reserve and are assessed by an appropriate professional as having moderate to profound special needs not met within existing education programming and services. The yearly allocation for each First Nation is distributed at the outset of the

⁵ There are currently no SGFAs in Ontario.

fiscal year and is based on nominal role from the previous year, a base amount, and a Special Education incidence rate embedded in the formula.

Other factors considered in the formula include, a northern factor, a remoteness factor, and a small school factor. First Nations manage this allocation based on local education policies and the Special Education needs of their students who attend both provincially funded schools and First Nation schools. This approach aligns with the principles of *First Nations Control of First Nations Education* by ensuring the provision of special education programs and services at the local level.

Special Education programming and related costs have historically been an area of difficulty when negotiating Education Service Agreements and will likely require much discussion and clarification throughout the process of developing an agreement. Recent changes to the Ontario Ministry of Education regulations have clarified what is included in the calculation of fees for Special Education. In general, if a board would submit a Special Incidence Portion or Special Equipment Amount claim to the Ministry for a pupil of the board, then a comparable situation for a First Nation student may require additional payment from the First Nation. It is imperative that all parties understand what is included in the calculation of fees and what First Nations will be required to pay for from their SEP allocation. It is advisable to have a general statement in the body of the agreement regarding Special Education and for the agreement to clearly identify what additional costs will be paid by the First Nations beyond the base fee amount. It may also be useful to set out in the agreement the process for determining when additional fees will be payable.

Along with discussing and determining First Nation requirements regarding the Special Education needs of First Nation students in board schools, discussion should also reveal the First Nation reporting requirement for funding and a schedule for invoicing. Reporting may involve AANDC forms or First Nation-developed reporting requirements. School boards may be required to provide detailed evidence to support need for services over and above that provided by tuition dollars.

NEGOTIATING AN EDUCATION SERVICES (TUITION) AGREEMENT

A First Nation has the option to decide if they would like to have a separate agreement for their First Nation or to work with other First Nations on a collective agreement with the district school board. A First Nation may choose to develop a community-based **Education Services (Tuition) Agreement committee** to address their specific needs and to maintain a one-on-one relationship with the area school board.

A First Nation may choose to work as part of a **First Nations collective Education Services (Tuition) Agreement team** with other area First Nations because larger representation will ensure a collective voice, equity of services and cost-efficiency.

In the First Nation-developed chart that follows, information on the composition and duties of the First Nation committees/team, training of committee/team members, identification of issues, and the negotiation process is provided, along with recommended dates for the various stages.

First Nation Community-Based Education Services (Tuition) Agreement between One First Nation and a School Board	First Nations' Collective Agreement between Two or More First Nations and a School Board	Estimated Date
<p>First Nation Representation</p> <ul style="list-style-type: none"> The First Nation establishes an Education Services (Tuition) Agreement committee. This committee can consist of existing members of the band council and/or the education committee. The committee appoints a lead negotiator to lead discussion, follow up on directives, and coordinate meetings. A committee member is appointed to record the minutes of meetings. 	<p>First Nation Representations <i>Each First Nation</i></p> <ul style="list-style-type: none"> Each First Nation establishes its own Education Services (Tuition) Agreement committee. This committee can consist of existing members of the band council and/or the education committee. The committee appoints a lead negotiator to lead discussion, follow up on directives, and coordinate meetings. A committee member is appointed to record the minutes of meetings. Each First Nation committee appoints negotiators to represent the First 	<p>Two years prior to the ending date of current agreement</p>

	<p>Nation on the First Nations' collective team that will ultimately meet with the school board.</p> <p>First Nations' Collective Team</p> <ul style="list-style-type: none"> • The collective team appoints a head negotiator. A member of the team is appointed to record the minutes of meetings. • The collective team establishes terms of reference and meeting rules for the collective team. 	
<p>Training</p> <ul style="list-style-type: none"> • Training is essential to ensure a successful Education (Tuition) Services Agreement. It will be at the directive of the First Nations to provide the necessary training to understand the components of the agreement and the negotiation process. 	<p>Training</p> <ul style="list-style-type: none"> • Training is essential to ensure a successful Education (Tuition) Services Agreement. It will be at the directive of the First Nations to provide the necessary training to the collective team so they will understand the components of the agreement and the negotiation process. 	<p>Two years prior to the ending date of current agreement</p>
<p>Identification of Issues</p> <p>The First Nation committee:</p> <ul style="list-style-type: none"> • Identifies issues with the current agreement; • Identifies issues having an impact on First Nation students; • Brainstorms possible solutions; • Prioritizes issues and solutions. (<i>Start with the easiest to the most difficult to be negotiated</i>). 	<p>Identification of Issues</p> <p>Each First Nations' committee will independently:</p> <ul style="list-style-type: none"> • Identify issues with current agreement; • Identify issues impacting First Nations students; • Brainstorm possible solutions; • Prioritize items for discussion to the First Nation collective team. <p>The First Nation collective team:</p> <ul style="list-style-type: none"> • Discusses and identifies common 	<p>Ongoing- - monthly meetings as required</p>

	<p>issues;</p> <ul style="list-style-type: none"> • Brainstorms possible solutions; • Prioritizes issues and solutions to be presented (<i>start with the easiest to the most difficult items to be negotiated</i>); • Identifies meeting requirements to begin negotiation with the area school board. 	
<p>Negotiation with the School Board</p> <ul style="list-style-type: none"> • 1st meeting present issues and possible solutions. • Additional meetings as required to present clause changes/amendments to be included into the agreement. • Each party negotiate until agreement is reached regarding any clause changes/amendment. 	<p>Negotiation with the School Board</p> <ul style="list-style-type: none"> • 1st meeting present issues and possible solutions. • Additional meetings as required to present clause changes/amendments to be included into the agreement. • Each party negotiate until agreement is reached regarding clause changes/amendments. • Periodic meetings to report back to the Collective Team and First Nation Committees on agreed upon changes and to provide further direction as required. 	<p>One year prior to the ending date of current agreement</p>
<p>Signing of the Education Services (Tuition) Agreement</p> <ul style="list-style-type: none"> • First Nation Committee to recommend the time and place to sign the agreement. It can be simple as a signing process or a signing ceremony. 	<p>Signing of the Education Services (Tuition) Agreement</p> <ul style="list-style-type: none"> • First Nation collective team to recommend the time and place to sign the agreement. It can be a signing ceremony. 	<p>One month prior to the ending date of current agreement</p>

Note: It would be to benefit of the First Nations to lead and alternately host Education Services (Tuition) Agreement negotiations in the community. It provides the district school board with a framework in better understanding First Nations issues and communities.

IMPLEMENTATION OF THE EDUCATION SERVICES (TUITION) AGREEMENT

An Education Services (Tuition) Agreement ensures an understanding relationship between the First Nation(s) and the school board. Implementation of an Education Services (Tuition) Agreement requires both parties – the First Nation(s) and the school board – to monitor and be accountable to the terms of the agreement. There are three major areas in which each of the parties must follow the terms of the agreement in order to ensure the successful implementation. This includes:

- Tuition fees and provisions;
- Description of Programs and Services;
- Reporting and Communication Requirements.

Per Pupil Tuition Fees

Description of Action	Estimated Date ⁶
<p>First Nation Responsibility</p> <ul style="list-style-type: none"> • Each First Nation prepares an updated student list. • Each First Nation obtains parent/guardian signature on the “Consent to Release Information” form to access student information for the school year. 	August/February
<p>AANDC Responsibility</p> <ul style="list-style-type: none"> • Forwards the nominal roll list for the previous year to the First Nation. 	September 15*
<p>First Nation Responsibility</p> <ul style="list-style-type: none"> • The First Nation reviews its final student list, comparing it with the AANDC nominal list to confirm on-reserve residency and any changes to student information, such as additions or 	October 15*

⁶ AANDC dates are denoted with one asterisk and are fixed. Dates related to the School Board are denoted with two asterisks, and are what is agreed upon in the Education Services (Tuition) Agreement, therefore these are estimated for the purpose of this chart.

deletions.	
<p>First Nation Responsibility</p> <ul style="list-style-type: none"> The First Nation finalizes the AANDC nominal roll list, signs and forwards it to AANDC. 	October 15*
<p>School Board Responsibility</p> <ul style="list-style-type: none"> The school prepares a list of First Nation students and forwards it to the school board. 	October 30**
<p>School Board Responsibility</p> <ul style="list-style-type: none"> The school board forwards the list of First Nation students to the First Nation for approval. 	November 1**
<p>First Nation Responsibility</p> <ul style="list-style-type: none"> The First Nation compares the school board's list of First Nation students with its own student list. The First Nation confirms student information regarding on-reserve residency, signs the student list, and forwards it to the school board. 	November 15**
<p>AANDC Responsibility</p> <ul style="list-style-type: none"> AANDC checks the student list and contacts the First Nation regarding any duplication of students from other First Nation nominal roll lists and/or changes to student information. 	November 30*
<p>School Board Responsibility:</p> <ul style="list-style-type: none"> The school board forwards an invoice for estimated tuition fees along with the approved student list and a summary of the calculation of the tuition fees. 	November 30**

<p>First Nation Responsibility</p> <ul style="list-style-type: none"> The First Nation reviews the invoice and forwards payment to the school board in accordance with the Education Services (Tuition) Agreement. 	December 1**
<p>AANDC Responsibility</p> <ul style="list-style-type: none"> AANDC forwards the final nominal roll list to the First Nation. 	December 15*
<p>AANDC Responsibility</p> <ul style="list-style-type: none"> AANDC forwards tuition funding to the First Nation in accordance with the contribution agreement signed by the First Nation (e.g., monthly, quarterly, yearly). 	monthly, quarterly, yearly
<p>School Board Responsibility</p> <ul style="list-style-type: none"> The school board forwards the student list to the First Nation for approval. 	April 1**
<p>First Nation Responsibility</p> <ul style="list-style-type: none"> The First Nation compares the school board's student list with its own student list. The First Nation confirms student information and on-reserve residency, signs the list, and forwards it to the school board. 	April 15**
<p>School Board Responsibility</p> <ul style="list-style-type: none"> The school board forwards an invoice for estimated tuition fees along with the approved student list and a summary of the calculation of the tuition fees. 	April 30**
<p>First Nation Responsibility</p> <ul style="list-style-type: none"> The First Nation reviews the invoice and forwards payment to the school board. 	May 15**
<p>School Board Responsibility</p>	August 30**

<ul style="list-style-type: none"> The school board prepares a final adjustment invoice/credit based on the calculation of the actual tuition fees by the school board's audited statement and forwards it to the First Nation. 	
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Audits by AANDC	Estimated Date
<p>Audit of Nominal Roll Lists of First Nation Students</p> <ul style="list-style-type: none"> AANDC notifies the First Nation and the school(s) of an on-site nominal roll audit. AANDC visits the First Nation and the school(s) and reviews attendance records of students and contacts the First Nations on any changes/adjustments. 	Every 5 years
<p>Audit of First Nation Tuition Fees Paid to the School Board</p> <ul style="list-style-type: none"> AANDC requests an audit of tuition fees paid to the school board in accordance with the terms of the First Nation's yearly or flexible contribution funding agreement. The First Nation forwards to AANDC a copy of invoices for tuition fees, student lists, the school board's summary of the calculation of tuition fees, and the First Nation's audited statement. AANDC reviews the information submitted and makes adjustments to contribution funding agreements accordingly. 	July of each year

Special Education	Estimated Date
<p>School Board</p> <ul style="list-style-type: none"> • The special education needs of First Nation students are determined through board process and aligned with First Nation requirements (estimated dates are related to Identification Placement and Review Committee (IPRC). • If the board does not receive in the base fee any funding or only partial funding for any program, service, or equipment, it may initiate discussions with the First Nation to determine whether there is an additional fee payable as per O. Reg. “Calculation of Fees” (estimated dates are related to school reviews, i.e. class reviews). 	<p>May/October</p> <p>June/November</p>
<p>First Nation</p> <ul style="list-style-type: none"> • The First Nation obtains the parent/guardian signature on the First Nation generated “Consent to Release Information” form in order to access student information for the school year. • The First Nation must make a decision on funding priorities based on discussions with and/or support documentation provided by the school board, resources available, and student needs. 	<p>September</p> <p>May/October</p>

and services.	
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Dispute Resolution between the First Nation and the School Board

Description	Estimated Date
<p>If a dispute occurs regarding any component of the Education Services (Tuition) Agreement, either party can follow a dispute resolution process as set out by the agreement or the arbitration provision outlined in the regulation. O. Reg. "Calculation of Fees."</p> <p>It is recommended that during dispute resolution all efforts are made to ensure the students' education continues uninterrupted.</p>	<p>As required</p>

**ABORIGINAL AFFAIRS AND NORTHERN DEVELOPMENT CANADA (AANDC);
LEGISLATION; FEDERAL FUNDING (Tuition and Special Education Program)**

This section of the Guide was contributed by Aboriginal Affairs and Northern Development Canada (AANDC).

The section outlines AANDC policies relating to education funding for First Nations communities and, in particular, the funding Education Services (Tuition) Agreements or contracts.

Aboriginal Affairs and Northern Development Canada (AANDC)

Prior to 1994, Aboriginal Affairs and Northern Development Canada (AANDC) were often directly involved in the development of agreements with school boards to ensure the education of First Nations Pupils who were residents of a First Nations community. After 1994 the federal government generally withdrew from participation in this process. Most First Nations have since been developing and negotiating agreements directly with district school boards. AANDC is directly involved in the tuition agreement process on behalf of four First Nations in Ontario.

Legislation

A First Nation may enter into a tuition agreement with a board through provisions within the *Indian Act* – R.S.C. 1985, c.1-5

Education Agreement / Tuition Agreement

Where the recipient [First Nation] has determined to provide access to instructional services (regular tuition and ancillary services) in a provincial school⁷, the recipient shall enter into a Local Education Agreement/Tuition Agreement with the applicable provincial school district or board operating the respective provincial school and agrees to maintain the Local Education Agreement/Tuition Agreement in good standing starting in 2006-2007. (Transfer Payment Program Terms & Conditions (Decision 831939 May 21, 2005)

In order for First Nations to receive education funding from AANDC for students who access instructional services (regular tuition and ancillary services) in a provincial school, a tuition agreement with the applicable provincial school district or board operating the school must be in place and maintained in good standing. Any services covered by the funding must relate solely to students covered by the agreement.

⁷ In the AANDC context the term provincial school refers to Ontario's publicly funded schools.

Federal Funding

First Nations are federally funded for their students attending provincially-funded schools (District School boards, “DSBs”) as follows:

Basic – Where the First Nation has an annual transfer payment agreement with AANDC, AANDC Ontario Region transfers the per-pupil amount to the First Nations based on specific board information and specific First Nation nominal roll information. Where the First Nation has a multi-year transfer payment agreement with AANDC, the education per-pupil amount is determined at the outset of the agreement and fixed as a core budget.

Targeted – AANDC Ontario transfers Special Education Program (SEP) funding to First Nations based on nominal roll information and calculated through a formula. The SEP is guided by the National Program Guideline and by local First Nation policy. It is managed locally by the First Nation.

Nominal Roll Student Census

The nominal roll system is an information database and a mechanism for regions and schools to undertake an annual census of eligible students living on reserve. First Nations provide a list of students registered in schools on September 30 so that education funding requirements can be determined. Students not returning to school are reported with the reason for their departure. The following are examples of what to include on the Nominal Roll Student Census form:

- Student identification, including the registration numbers and the full name of each student;
- Date of birth, gender, status code and grade;
- Details of residence, accommodation, transportation arrangements, special education needs, extent of Indian language instruction, band of financial responsibility, band of residence and reserve of residence.

Instructional Services in Provincial and in Private/Independent Schools Recognized by the Province as an Elementary/ Secondary Institution:

Instructional Services in Provincial and Private Schools Recognized by the Province as an Elementary/Secondary Institution – tuition charges established by the provincial school board, authority or the private school and payable by a First Nation or AANDC, which account for: similar components of instructional services as those outlined for band-operated and federal schools; pupil accommodation charges, capital and operation and maintenance of provincial or private school facilities. (The amount provided to a First Nation for a student attending a private/independent school will not be greater than the rate that would be provided for a student attending the provincial school in the same geographic area as the private school.)

Eligible expenditures for instructional services in provincial schools are tuition charges established by the provincial school board, authority or the private school which account for: similar components of instructional services as those outlined for band-operated and federal schools; pupil accommodation charges, capital and operation and maintenance of provincial or private school facilities. These tuition charges may be paid either by a First Nation or directly by AANDC.

For students who live on-reserve and attend off-reserve schools, funding is provided in accordance with the tuition charged by the school division on a per pupil basis. The methodology for calculating tuition is described in provincial legislation and policy. AANDC uses these as a guide regarding the appropriateness of tuition calculations.

Special Education Program (SEP)

Eligible recipients [First Nations] may receive funding under the SEP for students who are on the Nominal Roll and whose special education needs cannot be met within the resources intended for the general student population (i.e., high cost special education). Broadly speaking, special education needs of students fall within a continuum of mild to moderate, moderate to severe and severe to profound. Special education needs categorized as mild to moderate (i.e. low cost special education) are expected to be addressed within the funding and terms and conditions of AANDC's Elementary/Secondary Education Program. Only high cost special education needs (generally ranging from moderate to profound) are eligible for additional funding under SEP and for which these terms and conditions apply. (AANDC Terms and Conditions, Special Education Program)

When First Nations are directly funding provincial schools for SEP-approved activities, it is their responsibility to ensure that provincial schools are made accountable for the services they are to provide to students and that the First Nations Special Education Program Annual Report for Schools is submitted to the respective First Nations.

All on-reserve students for whom high-cost special education programming is funded under the SEP authority must be included, or be eligible for inclusion, on AANDC's Nominal Roll — Student Registry database.

Residency

“Ordinarily resident on-reserve” means that the student usually lives at a civic address on-reserve, or is a child in joint custody who lives on reserve most of the time, or is staying on-reserve and has no usual home elsewhere. Students continue to be considered ordinarily resident on-reserve if they return to live on-reserve with their parents, guardians or caregivers, even if they live elsewhere while attending school or working at a summer job. In this context, reserves are deemed to include land set aside for the use and occupancy of an Indian band, along with all other Crown lands that are recognized by AANDC as settlements of the Indian band of which the student is resident; and a non-registered student who is ordinarily resident on reserve lands that are leased, is not eligible for funding.

Information on all AANDC education policies and programs is available at <http://pse-esd.ainc-AANDC.gc.ca/pubcbw/catalog-eng.asp?start=10>

AANDC provides Special Education funding for First Nation children with special needs identified through First Nation or provincial processes. For more information, see <http://www.ainc-AANDC.gc.ca/edu/ep/sep-eng.asp>.

DISTRICT SCHOOL BOARDS; TRUSTEES; FIRST NATION ADVISORY COMMITTEE

This section of the Guide was contributed by the Ontario Public School Boards' Association on behalf of:

- Association des conseils scolaires des écoles publiques de l'Ontario (ACEPO)
- Association franco-ontarienne des conseils scolaires catholiques
- Ontario Catholic School Trustees' Association
- Ontario Public School Boards' Association

The section offers an overview of the role of school boards as partners in education services (tuition) agreements.

School Boards

Publicly funded school boards in Ontario continue to be primary participants in the process of negotiating Education Services (Tuition) Agreements. Their responsibilities include ensuring that the business of a board and schools within its jurisdiction is conducted in accordance with the *Education Act*, its regulations and other relevant legislation. This includes preparing the board's budget within the provincial education grants and accompanying regulations. The *Education Act* and its regulations set out the services that district school boards and school authorities are required to offer. As signatories to Education Services Agreements, the school boards are directly responsible for meeting their obligations as identified in the agreements.

Amendments made to the *Education Act* in 2009 clarify the responsibility of the school board for student achievement and well-being. These amendments also emphasize board responsibility for ensuring effective stewardship of the board's resources and for delivering effective and appropriate education programs for students. Supporting student achievement and well-being for First Nation students involves developing education programs that meet the unique needs of First Nation pupils at both the elementary and secondary levels. The opportunity also exists to offer education programs for all students which highlight the benefits for them, their communities and society as a whole, of learning experiences that draw on aboriginal cultures, histories and perspectives.

Trustees

In their governance role as members of the school board, trustees "exercise their leadership to develop strategic plans, direct policy-making and approve allocation of resources. This governance role sets the conditions that will provide a high quality education for every student to meet high standards of achievement and to succeed in school and in life." (*Good Governance: A Guide for Trustees, School Boards, Directors of Education and Communities*). They can, through broad strategic directions, promote enrichment for all students by ensuring that curriculum and learning experiences are infused with the perspectives and traditions of First Nation, Métis and Inuit peoples.

The responsibility for negotiating an Education Services Agreement falls to board staff. Trustees, as elected representatives of the school board's community, are in a position to provide leadership in building awareness and understanding in their local communities of the unique education and cultural needs of First Nation communities. Trustees can play a key role in building relationships with First Nation communities by supporting community involvement and collaboration in a number of ways. Examples include the representation provided by the active role of First Nation trustees on the school board, in-school cultural awareness programs available to teaching staff, students and parents, and the establishment of First Nation community liaison positions within the school or Board. The collaborative approaches described here will ensure

that the Board's vision and strategic directions incorporate the principles and goals set out in Ontario's *First Nation, Métis, and Inuit Education Policy Framework*.

First Nation Trustees on School Boards

The negotiation of legal agreements is a staff responsibility and the negotiation of an Education Services (Tuition) Agreement would involve, for example, the board's Director of Education and Superintendent of Business meeting with the Education Director and other designated officials of the First Nation community. First Nation trustees, because of their expertise, are in a position to offer perspectives that can be useful to the creation of a successful Education Services Agreement to the Board and to the First Nation community they represent.

The role of First Nation trustees on school boards has been growing and evolving. In its early stages, the role was narrowly related to dealing with, speaking, and voting on matters that were connected with the education of First Nation students from the community that had appointed the First Nation trustee to the school board. If the students were at the elementary school level only, then the First Nation trustee could address only elementary education issues and did not speak on secondary education matters and vice versa. These provisions were set out in the language of *Ontario Regulation 462/97: Native Representation on Boards*.

Over time, First Nation trustees have taken on a broader role at their school boards and, by and large, have become involved in all aspects of the board's governance including policy decisions affecting the education of all students of the board. The introduction of Ontario's *First Nation, Métis, and Inuit Education Policy Framework* in 2007 reinforced the full role of First Nation trustees and called for education in and awareness of First Nation, Métis, and Inuit cultures, histories and perspectives for all students in the Ontario education system.

In May, 2009, Ontario Regulation 462/97 was changed. The title of the Regulation became *First Nations Representation on Boards* and it revoked earlier provisions that limited the role of First Nation trustees. A key provision of the Regulation is that a First Nation trustee "shall be deemed to be an elected member of the board."

First Nation trustees are often involved in monitoring the implementation of the First Nation Education Services Agreement and reviewing reports produced by the board on the achievement outcomes for First Nation students. Typically these reports are made to the First Nation Advisory Committee of the board of which the First Nation trustee is a member.

First Nation Advisory Committee

First Nation Advisory Committees have been established in more than 30 school boards and, in many cases, their establishment flows from provisions of an Education Services Agreement. Membership of the First Nation Advisory Committee includes both the First Nation trustee and non-First Nation trustee(s) of the board. They also include representatives from each First Nation that has students in the board's schools. The school board's First Nation trustee is usually the chair or co-chair.

While First Nation education issues are often considered by all trustees, this committee provides a specific forum for a more detailed discussion that includes reviewing the Education Services Agreement, monitoring the progress of First Nation students and ensuring a voice for First Nation communities with regard to effective and relevant programs and services for First Nation students.

Some Education Services Agreements make reference to First Nation representation on the school board's Special Education Advisory Committee (SEAC). The Ontario Regulation governing SEACs (Ont. Reg. 464/97) requires the inclusion in the membership of the Board's SEAC of a First Nation trustee who is a member of the board appointed under the *Education Act*.

**ONTARIO MINISTRY OF EDUCATION
EDUCATION FUNDING IN ONTARIO**

This section of the guide was contributed by the Ontario Ministry of Education.

The section provides legislative references and an overview of the Ministry document *Ontario First Nation, Métis and Inuit Education Policy Framework*.

Details of the structure of education funding in Ontario including the Grants for Student Needs (GSN) are also included.

Current Legislation and Policy

The *Education Act* provides the authority for school boards to enter into Education Service Agreements in accordance with the regulations under the Act. Section 188 of the *Education Act* is the relevant provincial legislative reference.

The calculation for the per-pupil rate is outlined in a regulation made under the *Education Act*. The actual regulation number changes each year. The current version of this regulation is *Calculation of Fees for Pupils for the Year 2012-2013 for School Board Fiscal Year*. This regulation is used to calculate the costs for “other pupils” and sets out a method of determining additional costs that may be negotiated over and above the per-pupil rate.

In January 2007, the Ontario government launched its Aboriginal Education Strategy. The strategy helps support learning and achievement for Aboriginal students. In addition, the strategy helps raise awareness about First Nation, Métis, and Inuit peoples’ cultures, histories, and perspectives in provincially funded schools. The document entitled *Ontario First Nation, Métis, and Inuit Education Policy Framework*, provides the strategic policy context within which the Ministry of Education, school boards, and schools work together to improve and support the academic achievement of Aboriginal students. The *Ontario First Nation, Métis and Inuit Education Policy Framework*, is available on line at: <http://www.edu.gov.on.ca/eng/aboriginal/>.

In Ontario, there are over 50,000 Aboriginal students who attend provincially funded elementary and secondary schools – 18,300 First Nation students, 26,200 Métis students, and 600 Inuit students who live in the jurisdictions of school boards, and over 5,000 students living in First Nation communities. When First Nation students attend provincially funded schools, the programs and services provided are guided by provincial and board policies and practices in the same manner as for pupils of the board.

The Ministry of Education is continuing to build effective working relationships and partnerships with the federal government, First Nation communities, and Aboriginal organizations to support student achievement.

Amounts School Boards May Charge First Nations

Fees Regulation

The *Education Act* provides that school boards may enter into agreements with a First Nation (band) to provide for the education of First Nation students in accordance with the fees regulation made under the Act. The calculation of fees is set out in the Ontario regulation entitled *Calculation of Fees for Pupils for the Year 2012-2013 for School Board Fiscal Year*. A new regulation is filed annually so that consistency is maintained with the provincial funding formula. The regulation applies to pupils who are enrolled in a day school program in a board-operated school. It sets out a formula that generates a per-pupil dollar amount associated with a pupil who is attending an elementary school, a secondary school, or an isolate board. The fees regulation addresses the following:

- Base Tuition Fee;
- Additional Costs; and
- Pupil Accommodation Charge

Base Tuition Fee

The fees regulation outlines the formula for calculating the base tuition fee amount that boards must charge a First Nation. The formula for the base tuition fee includes most allocations of the Grants for Student Needs (GSN), but it does not include transportation, capital costs, and certain components of the Special Education Grant.⁸ With very few exceptions, which are outlined below, school boards receive approximately the same amount from the First Nations who pay the base fee as the boards would have otherwise received through the GSN payments from the province. Amounts calculated for students under a tuition agreement are similar to the amounts provided to boards for their resident pupils.⁹

⁸ The GSN is the formula set by the province that determines the level of funding for each of Ontario's 72 district school boards. Since the GSN is determined by a set of variables for each board – such as geographic location, enrolment and demographics – the base tuition fee is different for each board. Component formulas may change from year to year. For further information regarding the components of the base tuition fee, see the overview of the GSN allocations on pp. 42-45.

⁹ The Special Education amount for students under a tuition agreement is calculated using the amounts that the board receives for its pupils under the Special Education Per-Pupil Amount, High Needs Amount, the per-pupil amount of the Special Equipment Amount and the Behaviour Expertise Amount funding.

Additional Costs

Additional fees may be charged in exceptional circumstances where the base fee does not totally or partly cover certain costs associated with the provision of an educational program, a service, or equipment. In such cases, the board may charge an additional amount for a student if the board provides an education program, service or equipment that the First Nation has requested or that the board has recommended and the First Nation has agreed to. This additional amount would be added to the base fee where the board does not receive any funding for the educational program, service, or equipment in the base fee or where the costs of providing the educational program, service, or equipment exceed the allocation included in the base tuition fee.

If the parties cannot agree on the additional cost for the educational program, service, or equipment, the disagreement between the parties can be resolved through an arbitration process provided for by the fees regulation.

The following are examples of some costs that are not included in the base fee calculation and for which additional fees may be warranted (note that these examples are provided for illustrative purposes and are not meant to be exhaustive or comprehensive):

- *Board Special Education non-computer Equipment.* The board does not receive funding in the base fee for providing specialized non-computer equipment for an “other pupil” who needs it. (For a resident pupil of the board, the board would be able to submit a non-computer special education equipment claim to the Ministry).
- *Special Incidence Portion (SIP).* The board does not receive funding in the base fee to cover the costs of a SIP claim for a student under a tuition agreement who has demonstrated health and/or safety needs. (For a resident pupil of the board, the board would be able to submit a SIP claim to the Ministry.)
- *Native Languages and Native Studies.* The board does not receive funding in the base fee to cover the costs of providing a Native language and/or a Native studies program to students under tuition agreements. Accordingly, the costs associated with providing such courses to “other pupils” could be an additional cost above the base fee. ¹⁰

¹⁰ In the base fee allocation for Native language and Native studies programs, only resident pupils of the board are counted, not “other pupils”.

Pupil Accommodation Charge

The pupil accommodation charge is a modest, standard charge that reflects building costs, since these costs are not included in the base tuition fee. In addition to the base fee and additional costs, a board must charge the pupil accommodation charge, which is an additional \$141 for each elementary student and \$282 for each secondary student. The pupil accommodation charge has remained constant since the introduction of the new funding formula in 1998. It is considered quite modest, since the benchmark funding for new school construction is approximately \$1,167 for an elementary school pupil and \$1,591 for a secondary school pupil.

Special Services under the Education Act

Subsection 188 (4) of the *Education Act* provides that a board may provide special services for tuition fee paying pupils that the board does not provide for its resident pupils if the cost of such services is recovered by the board. Accordingly, in addition to the fees chargeable under the fees regulation, a First Nation must pay the cost of special services provided to First Nation students that the board does not provide to resident pupils of the board. The following are some examples of such special services:

- Provision of First Nation student advisers in schools
- Hiring of additional staff funded through a First Nation job creation program

Special Education in Ontario

The Ministry of Education provides funding and sets out, through the *Education Act*, regulations and policy documents responsibilities of school boards for special education programs and services. However, it is the responsibility of school boards to allocate funding for each school or program, according to their policies and priorities consistent with the applicable legislation. The flexibility in resource allocation remains with the boards because they are in the best position to respond to local needs when setting budget priorities and determining what special education programs and services to provide to meet the needs of their students.

Boards develop a board-specific special education plan that outlines special education programs and services the board makes available to meet the needs of the students in their district. Board planning takes into consideration the school community, including those students who attend school under tuition agreements.

Further information on special education is available on the ministry's website, at: www.edu.gov.on.ca/eng/general/elemsec/speced/ontario.html.

Board Identification and Placement of Exceptional Students

Under provincial legislation, a school board is required to establish one or more Identification, Placement, and Review Committees (IPRCs) to identify exceptional students and determine appropriate placements for them. Students attending under tuition agreements are subject to the same processes for identification and placement. There is an appeal process if the parents do not agree with the initial decision of the IPRC. Students who have been formally identified through an IPRC will subsequently have an Individual Education Plan (IEP) developed in consultation with parents.

Further information on the IPRC process is available on the ministry's website, at: www.edu.gov.on.ca/eng/general/elemsec/speced/identifi.html.

Provision of special education programs and/or services does not require an IPRC. An IEP is expected for identified and non-identified students receiving special education programs and/or services, except during a period of assessment. Intensity and frequency of these programs and/or services vary from student to student, over the course of the school year and from year to year.

Board Staff Allocation in School Boards

School boards employ supervisory officers, principals, vice-principals, teachers, education assistants, and early childhood educators, as well as many other professional and administrative staff. The *Education Act* sets out the duties of some of these employees. However, in section 170.3(a), the Act states that “the Lieutenant Governor in Council may make regulations governing duties and minimum qualifications of persons who are assigned to assist teachers or to complement instruction by teachers in elementary or secondary schools.” There are no regulations made at this time that further define the role of education assistants. However, it is clear that their function is to assist teachers.

The Ministry of Education's document entitled *The Individual Education Plan (IEP): A Resource Guide*, 2004 explains the roles and responsibilities of various team members, including education assistants, in the development, implementation, and monitoring of an IEP. More specifically, it states that the teacher's assistant:

- Helps the student with learning activities under the direction and supervision of the teacher;
- Assists with providing appropriate accommodations as described in the IEP;
- Monitors and records the student's achievements and progress relative to the expectations described in the IEP, under the direction and supervision of the teacher;
- Maintains ongoing communication with the student's teachers. (p. 18)

Students with special education needs are highly variable. Many students have mild or moderate needs that require some extra supports. Others have very high needs requiring intensive staff supports in the classroom every day. Not all students who need intensive staff supports need the same level of support. As a result, school boards have been given the responsibility and flexibility to design individual programs for each student with special education needs. The ministry allocates funding through a series of grants that provide school boards with flexibility. They can use the Special Education Grant and also redirect funding from other grants (e.g., the Pupil Foundation Grant) to support the special education needs of students, including using funds for hiring and assigning education assistants.

Reverse Tuition Agreements

Students who reside in the jurisdiction of the District School Board are allowed to attend a First Nation school located on a reserve through a reverse tuition agreement. Section 185 of the *Education Act* provides for boards to arrange admission of its pupils to “a school for Indian children operated by a First Nation, council of a First Nation or an education authority where the First Nation, council of the First Nation or education authority is authorized by the Crown in right of Canada to provide education for Indians subject to the approval of the First Nation...”.

Documentation Required for Reimbursement of the First Nation by the School Board

The following is the minimum of documentation that must be provided by the First Nation to the local school board with each invoice for reverse tuition fees.

1. A pupil verification report for each pupil of the board who is enrolled at the First Nation school on each enrolment count date (October 31 and March 31), setting out the following information:
 - The name of the pupil
 - Residential address as of the applicable enrolment count date
 - The name of the last school attended prior to enrolment in the First Nation school
 - Full-time or part-time status in accordance with regulatory requirements for the calculation of average daily enrolment (ADE) and documentation to support the enrolment status
 - Ontario Education Number
 - Date of birth
 - Grade level
 - If the pupil is in Grade 9, confirmation that the pupil has been promoted from elementary school, or that the principal of the First Nation secondary school is satisfied that the pupil is competent to undertake the work for the grade at the school (see subsection 41(2) of the Education Act)
 - Confirmation that staff at the First Nation school have examined appropriate documentation showing that the pupil qualifies as a resident pupil of the board or has the right to attend a school operated by the board without payment of a fee
2. A report documenting the total number of pupils enrolled at the First Nation school on each enrolment count date, the full-time or part-time enrolment status of each pupil on the count date, and documentation to support the status
3. Sufficient financial information for the First Nation school covering the fiscal period during which reverse tuition services are provided so that the

determination of the First Nation per-pupil cost of operating for the applicable school year can be verified and compared to the board's tuition fees per pupil, and this is usually the following information:

- Estimates for the First Nation's current fiscal year until the final audited information for the current year is available
- Final audited financial information for the First Nation's prior fiscal year (e.g., First Nation 2010–11 fiscal year ending March 31, 2011)

Upon completion of the school year, the First Nation will forward to the board a credit verification report for pupils of the board attending a secondary school operated by the First Nation.

Procedures for Reimbursement of the School Board by the Ministry

The procedures for reimbursing a school board for the tuition payment to a First Nation are as follows:

- The First Nation sends an invoice to the board for the student(s) attending the school operated by the First Nation band as of October 31 and March 31, along with the supporting documentation on the students.
- The board submits to the Ministry's regional office the invoice, a copy of the reverse tuition agreement, and the supporting documentation provided by the First Nation.
- The finance officer of the Ministry's regional office reviews the documentation to verify the number of pupils and the cost per pupil. Reimbursement to the board is the lesser of the cost of instruction for the First Nation and the board's operating per-pupil cost.
- The financial officer approves the board's request and processes the payment as an "other operating grant". This payment is a direct reimbursement and is not included in the annual grant base for cash-flow purposes.
- The board reports tuition expenditure as "other non-operating expenditure" and revenue as "other grant(s)".

LEGISLATIVE REFERENES

Education Act

Sections 185 and 188 of the *Education Act* are provided below for ease of reference.

Admission of pupils to Indian schools

185. A board may provide for the admission of one or more of its pupils to a school for Indian children operated by a band, council of a band or an education authority where the band, council of the band or education authority is authorized by the Crown in right of Canada to provide education for Indians, subject to the approval of the band, council of the band or education authority, and the accommodation provided under the arrangement shall be in place of the accommodation that the board is required by this Act to provide for those pupils.

Admission re education of Indian pupils

188. (1) A board may enter into an agreement with,
(a) the Crown in right of Canada; or
(b) a band or the council of the band or an education authority where such band, the council of the band or education authority is authorized by the Crown in right of Canada to provide education for Indians,
to provide for Indian pupils, for the period specified in the agreement, accommodation, instruction and special services in the schools of the board, and such agreement shall provide for the payment by the Crown in right of Canada, the band, the council of the band or the education authority, as the case may be, of fees calculated in accordance with the regulation governing the fees payable by Canada. R.S.O. 1990, c. E.2, s. 188 (1).

Agreements re instruction in Indian schools

(2) A board may enter into an agreement with,
(a) the Crown in right of Canada; or
(b) a band, the council of the band or an education authority referred to in clause (1) (b),
to provide for Indian pupils, for the period specified in the agreement, instruction and special services in schools provided by the Crown in right of Canada, the band, the council of the band or the education authority, as the case may be, and such agreement shall provide for the payment by the Crown in right of Canada, the band, the council of the band or the education authority, as the case may be, of the full cost of the provision of the instruction and special services. R.S.O. 1990, c. E.2, s. 188 (2).

Agreements re accommodation for Indian pupils

(3) A board may enter into an agreement with the Crown in right of Canada for a period specified in the agreement to provide for a payment from the Crown in right of Canada to provide additional classroom accommodation and

to provide tuition for a maximum of thirty-five Indian pupils for each additional classroom so provided, and the fees therefore shall be calculated in accordance with the regulations, but exclusive of expenditures for the erection of school buildings for instructional purposes and additions thereto. R.S.O. 1990, c. E.2, s. 188 (3).

Cost of special services

(4) A board shall not enter into an agreement under subsection (1), (2) or (3) that requires the board to provide special services for Indian pupils that it does not provide for its resident pupils unless, in addition to the fees referred to in subsection (1) or (3), the cost of such services is payable by the Crown in right of Canada. R.S.O. 1990, c. E.2, s. 188 (4).

THE CURRENT ONTARIO REGULATION “CALCULATION OF FEES FOR PUPILS FOR THE (CURRENT) SCHOOL BOARD FISCAL YEAR” AND,

THE CURRENT ONTARIO REGULATION “GRANTS FOR STUDENT NEEDS — LEGISLATIVE GRANTS FOR THE (CURRENT) SCHOOL BOARD FISCAL YEAR”, CAN BE ACCESSED AT:

<http://www.edu.gov.on.ca/eng/policyfunding/funding.html> - Supporting Regulations, Legislative Grants

Overview of Grants for Students Needs Detail – 2012-13

Following are brief descriptions of some of grants which are the components of the 2012-13 base tuition fee. All grants are outlined in detail in the Grants for Student Needs (GSN) document for 2012-13.

Pupil Foundation Allocation. This is a per-pupil allocation that supports the elements of a classroom education that are required by, and generally common to, all students; for example, teachers, educational assistants, library services, staff development, textbooks, and classroom computers.

School Foundation Allocation. This supports the costs of in-school administration and leadership (salaries and benefits for principals, vice-principals, and office support staff), as well as supplies for school administration purposes.

Special Education Allocation. This provides additional funding for students who need special education programs, services, and/or equipment. School boards may receive additional special education funding if a pupil of the board meets the funding criteria for claims under the Special Equipment Amount (SEA) guidelines or the SIP guidelines. (First Nation students who pay tuition fees are not eligible for additional funding from the

province. Instead, where a First Nation student meets the criteria in the SEA or SIP funding guidelines, the school board should discuss the additional funding costs with the First Nation).

Further information on Ministry funding to school boards and the SEA and SIP guidelines is available on the ministry's website, at: www.edu.gov.on.ca/eng/policyfunding/funding.html.

The Special Education Allocation in the base tuition fee is made up of four allocations:

- *Special Education Per-Pupil Amount*. This allocation recognizes the cost of providing additional assistance to the majority of students with special education needs.
- *High Needs Amount (HNA)*. This allocation addresses the cost of providing intensive staff support required by a small number of students with high needs.
- *Special Equipment Amount (SEA) – Per-Pupil Amount* (not including SEA claims-based amounts). This board-specific per-pupil amount is allocated for the purchase of all computers, software, computing-related devices, and required supporting furniture, as identified for use by students with special education needs in accordance with the SEA funding guidelines (e.g., it requires an IEP).
- *Behaviour Expertise Amount (BEA)*. This funding is allocated for hiring additional board level Applied Behaviour Analysis (ABA) expertise to support principals, teachers, and multidisciplinary transition teams.

Language Allocation. This provides funding to cover the costs of language instruction, which includes French and English as second languages (French-language boards receive funding for French as a first language, English-language boards receive funding for French as second language).

First Nation, Métis, and Inuit Education Supplement. The First Nation, Métis, and Inuit Education Supplement has three components:

- *Native Languages*. This component supports the elementary and secondary Native Language programs. Funding is based on the number of pupils of the board enrolled and the average daily length of the program for the elementary panel. For the secondary panel, funding is according to credits.
- *Native Studies*. This component supports secondary Native Studies courses. Funding is based on the number of pupils of the board enrolled in secondary school Native Studies programs.
- *Per-Pupil Amount*. The Per-Pupil Amount is based on a weighting factor that directs more funding to boards with a higher estimated proportion of First Nation, Métis, and Inuit students. The estimated proportion of First Nation, Métis, and Inuit students is based on 2006 Census data.

Remote and Rural Allocation. This supports the higher cost of purchasing goods and services for small school boards, for boards that are distant from major urban centres, and for boards with schools that are distant from one another.

Rural and Small Community Allocation. This supports boards with schools in rural or small communities.

Learning Opportunities Grant Allocation. This supports boards in offering a wide range of locally determined programs for students with a higher risk of academic difficulty, and includes the following components:

- *Demographic Allocation.* This provides funding based on social and economic indicators that have been associated with a higher risk of academic difficulties.
- *Literacy and Math Outside the School Day Allocation.* This provides funding for additional supports to enhance the literacy and math skills of students at risk of not meeting the curriculum standards and the requirements of the Ontario Secondary School Literacy Test.
- *Student Success Grade 7 to 12 Allocation.* This funding is to be used to enhance preparation of students for passing the Ontario Secondary School Literacy Test, and to increase opportunities for students to participate successfully in school-to-work, school-to-apprenticeship, or school-to-college program pathways.
- *School Effectiveness Framework Allocation.* This supports elementary schools and boards in assessing school effectiveness so that plans for improvement can be put in place.
- *Ontario Focused Intervention Partnership (OFIP) Tutoring Allocation.* This supports boards in initiating and expanding before- and after-school, weekend, and summer tutoring programs.
- *Specialist High Skills Major (SHSM) Allocation.* This allows students to customize their high school experience and build on their strengths by focusing their learning on a specific economic sector.

Safe Schools. This funding supports amendments to the safe schools provisions of the Education Act, which came into effect February 1, 2008. The purpose of these amendments was to more effectively combine prevention support, early intervention, and discipline with opportunities for students to continue their education. Safe Schools funding supports the government's comprehensive safe schools strategy, as well as selected secondary schools in priority urban neighbourhoods.

Cost Adjustment and New Teacher Induction Program (NTIP). This component is to support the growth and development of new teachers (e.g., orientation programs, mentoring programs, training in literacy and numeracy strategies, effective classroom management).

Administration and Governance Allocation. This provides funding for administration and governance costs, such as costs of operating board offices and central facilities, as well as the cost of board-based staff, including supervisory officers and their secretarial support. Funding is provided through seven components:

- Trustees Allocation
- Directors and Supervisory Officers Allocation
- Board Administration Allocation
- Reporting Entity Project Allocation

- Parent Engagement Funding Allocation
- Multiple Municipalities Allocation
- Internal Audit Allocation

School Operations Allocation. This addresses the costs of operating schools (e.g., heating, lighting, cleaning costs).

TYPES OF AGREEMENTS; SAMPLE NEGOTIATION PROCESS; SAMPLE COMPONENTS OF AN AGREEMENT; SAMPLE ADDENDA

This section of the guide was contributed by the Ontario Public School Boards' Association and the Chiefs of Ontario. It offers examples drawn from a range of existing Education Services (Tuition) Agreement between First Nation communities and school boards.

Specific needs addressed in Education Services Agreements are unique from community to community. No template agreement is recommended here since there is no "one size fits all" approach to developing an agreement that works best for every partnership between the First Nation community and school board in meeting the needs of First Nation students.

It is hoped that the examples provided will cover the full range of provisions that the parties to an Education Services Agreement might need to consider.

TYPES OF AGREEMENTS

In Ontario, many First Nations have developed agreements unique to their community and situation. While all agreements contain similar components, they are quite different. Individual First Nation communities develop their own agreements and their own working relationships with school boards. A single board may have different agreements with two or more First Nations. A single board may also have one agreement with two or more First Nations. Individual First Nations and boards will decide what kind of agreement they will have.

Education Services (Tuition) Agreement or Contract

Some boards and First Nations have developed an agreement with the preferred title "Education Services Contract." As the title would imply, the agreement outlines more than the payment of fees. This agreement is guided by the *Ontario Regulation "Calculation of Fees for Pupils for the Year xxx for School Board Fiscal Year* and the Education Act. In addition, there are clauses/sections that offer detailed description of specific programs, services or equipment to which the two parties have agreed.

Reverse Tuition Agreement

A reverse tuition agreement is an arrangement between a school board and a First Nation whereby the First Nation undertakes to provide education for pupils that are otherwise qualified to be pupils of the board (i.e. reside off-reserve in the board's area of jurisdiction) in exchange for receiving payment from the school board of a fee. Before the school board can pay the tuition fee to the First Nation, an agreement must be in place that outlines programs and services that the First Nation will provide, and how fees will be paid.

Samples of the above may be obtained from boards, First Nations, and some First Nation organizations.

SAMPLE COMPONENTS OF AN AGREEMENT

The tuition agreement might include, but is not limited to:

- Opening statements
- Definition of “authorized” pupils
- Definitions or interpretations section
- Enrolment notice – eligibility
- Tuition fee provisions
 - Responsibility for fees
 - Payment schedules
 - Additional tuition costs
- Description of programs and services
- Special services under s. 188(4) Education Act
- Specific reference to Special Education programs, services, and equipment
- School board and First Nation community relations
- First Nation representation
- First Nation staffing
- Native Language and First Nation cultural programs
- Transition programs for First Nation students
- Freedom from Harassment
- Transportation
- Access to school facilities
- Media Releases
- Reporting and communications requirements
 - Financial records
 - Pupil accommodation charge
 - Program and statistical reports
 - Data collection
- Access to information
- Accountability
- Dispute Resolution
- Term of the Agreement including termination and renewal clause
- Notices
- Signing authority
- Addenda

Opening Statements

Reference to Parties

Parties to the agreement are the board and the First Nation.

- Exceptions to the above are as follows: Aboriginal Affairs and Northern Development Canada directly administers education for four First Nations in Ontario. In these cases, the parties to the agreement are the Board, Her Majesty the Queen In Right of Canada as represented by the Minister of Aboriginal Affairs and Northern Development Canada – Ontario Region.

It is recommended that the term “First Nation” be used. The legal entity that administers education funding is the First Nation Chief and Council.

Samples:

This agreement made in triplicate this _of

BETWEEN:

(name of School Board)

in the Province of Ontario

hereinafter referred to as the “Board”

OF THE FIRST PART

AND

(name of First Nation)

as represented by the elected Council

hereinafter referred to as “First Nation”

OF THE SECOND PART

AND WHEREAS PURSUANT TO Section 188(1)(b) and 2(b) of the *Education Act*, the Board may enter into an agreement with the First Nation for the provision of accommodation, instruction and additional services in the schools of the Board for Indian pupils.

AND WHEREAS pursuant to the provisions made for implementation of *Indian Control of Indian Education* and the First Nation assumption of jurisdiction for education previously administered by the Minister under section 114(1) of the *Indian Act*, R.S.C. 1985, c.1-5, as amended, the First Nation may enter into an Agreement with the Board.

NOW THEREFORE, THIS AGREEMENT WITNESSETH that the parties hereto covenant and agree with each other to the terms and conditions as follows;

<p>Historical Perspective</p>	<p>WHEREAS, the federal government has a fiduciary obligation to the First Nation and an obligation to provide for the education of First Nation Students;</p> <p>AND WHEREAS, pursuant to section 188 (1) (a) and (b) of the <u>Education Act</u> R.S.O. 1990, c.E.2 as amended (the “Education Act”), the Board may enter into an agreement with the Crown or a First Nation authorized by the Crown in the right of Canada to provide for Indian pupils, accommodation, instruction and special services in the schools of the board. AND WHEREAS pursuant to provisions made under the <u>Indian Act</u>, R.S.C. 1985, c.1-5, as amended (“Indian Act”), the First Nation may enter into an agreement with the Board.</p> <p>AND WHEREAS, pursuant to subsection 114(1)(d) of the Indian Act, R.S. 1985,c.1-5, as amended, the Crown may enter into an agreement with the Board for the education of Indian children; The parties hereto agree to enter into an agreement for the provision of education programs and services for pupils of _____ First Nation.</p> <p>NOW THEREFORE, THIS CONTRACT WITNESSETH that the parties hereto covenant and agree with each other to the terms and conditions as follows;</p>
<p>Intent of Contract</p>	<p>It is the stated desire of the Parties to provide and to ensure that the development and delivery of educational programs and services will provide a substantial foundation for human development in achieving a strong sense of identity in personal worth, growth, and ability.</p>

Definition of “Authorized” Pupils

It is recommended that the term “authorized pupils” be used. The First Nation will provide a list of authorized pupils to the board. The criteria are determined by local First Nation process.

Samples:

First Nation Pupil(s)	Hereafter referred to as “Pupils(s)” means the child/children of an “Indian” as defined by Section 2(1) of the <i>Indian Act</i> , R.S.C. 1985, c.105, as amended, resident on the First Nation lands and may include non-Indian children residing on the First Nations’ lands with the consent of the respective Council all of whom shall be considered pupils of the Board for the purpose of program and service delivery.
First Nation Student	Means an Indian, or the child of an Indian, as defined by the <u>Indian Act</u> who resides on the First Nation and may also include: <ul style="list-style-type: none"> • Any child/person not included but who is included in the First Nation’s membership <u>Code</u>, or • Any child/person not included but who is included in the Nominal Roll submitted by the First Nation and for whom the tuition fee in the opinion of the Minister is justified.

Definitions or Interpretation

This section will clarify any terms that the two parties may wish to include or have specific meaning within the context of the negotiated agreement.

Samples:

Aboriginal Education Committee	means a committee that includes representatives of First Nations, Métis and Inuit communities (e.g. parents, elders, students) and representatives of the School Board.
Aboriginal Focus Group	means a committee of the School Board which consists of principals, teachers, support staff and Aboriginal partners.
Aboriginal Lead Teacher	means an employee of the School Board responsible for providing Aboriginal focused support and resources for students, staff and school communities as well as liaison between Aboriginal partners and the Board.
Aboriginal Support Worker	means a Board and or a First Nation contracted employee assigned to work within the schools to support First Nation pupils.
Approved List	means a list of pupil verified.
Appointment of	means the appointment of a First Nation representative to the

Representative	Board in accordance with the <i>Education Act</i> Section 188 (5)(6)(7) and Ontario Regulation 462/97, First Nations Representation on boards and as outlined in Appendix ____.
Band or Band Council	means the Council of the First Nation as defined under Section 2(1) and Section 74 of the <i>Indian Act</i> , R.S.C. 1985, and c. 1-5 as amended.
Board	means _____ School Board.
Education Act	means the <u>Education Act</u> , R.S.O. 1990, c. E.2 its successor legislation and any amendments thereto.
Education Funding Documents	refers to the annual Ministry of Education “Grants for Student Needs” publication used by school boards to determine revenues; and the Ontario regulation “Calculation of Fees.”
Education Counsellor	means an employee of the First Nation recognized as a professional Counsellor who is responsible for providing student support services and school liaison between the First Nation and the Board for the purpose of accessing student attendance, achievement and other school records with prior approval of the parent/guardian.
First Nation	has the same meaning as Band or Band Council, as defined by subsection 2(1) or Section 74 of the <u>Indian Act</u> and in this agreement refers to _____ First Nation.
First Nation Advisory Committee	means a committee established by the Board with responsibilities as outlined in Appendix ___ to this Agreement.
First Nation Council	means the elected Council as defined under Section 2(1) and 74 of the <i>Indian Act</i> .
First Nation Counsellor	Means an employee of the school board who is responsible for providing student support services and liaison with the First Nation community and is subject to this Agreement, as outlined in Appendix ____.
First Nation Education Personnel	refers to “Education Manager”, “Education Director” and/or “Education Administrator” who are employees of the First Nation recognized as professional education administrators responsible for providing student administrative duties (verify enrolment for tuition fee purposes) and will act as a liaison between parent, teacher, principal, and the First Nation Education Department subject to this agreement, between the First Nation and the Board. A Board, “Release of Information Form” must be signed by the parent authorizing access to student records. (see Appendices)
First Nation Pupil(s)	hereafter referred to as “Pupil” means the child/children of an “Indian” as defined by Section 2(1) of the <i>Indian Act</i> , R.S.C. 1985, c.1-5, as amended, resident on the First Nation lands and may include non-Indian children residing on the First Nation’s land with the consent of the respective Council.
First Nation	means the elementary schools operated by the First Nation.

School	
First Nation Support Personnel	means an employee of the First Nation that a board authorizes to provide student support services in a board school subject to the terms and conditions set out in this Agreement.
Full Time/Part Time Pupils	means students enrolled according to the Ontario Ministry of Education “ <i>Register of Daily Attendance</i> ” for elementary and secondary students.
Guidance and Counselling Program	means the provision of a Guidance Program as stipulated in Ministry of Education Guidelines.
IEP	means Individual Education Plan as per Ontario Regulation 181/98
AANDC	means the Aboriginal Affairs and Northern Development Canada or any federal successor department whose continuing responsibility is to provide for the education of on-reserve First Nation students
IPRC	means Identification, Placement and Review <u>Committee as per Ontario Regulation 181/98.</u>
Indian Act	means the <u>Indian Act</u> , R.S.C., 1985, c. 105 its successor and any amendments thereto.
Minister	means the Minister of Aboriginal Affairs and Northern Development Canada representing the Crown.
Ministry	means the Ministry of Education, in the Province of Ontario
Ministry Guidelines	Provincial Ministry of Education guidelines set out goals, policies, and requirements for publicly funded schools in Ontario.
Native Language	Means a Native Language program provided in publicly funded schools as part of the Ontario Curriculum.
Native Language Teacher	means an employee of the board or the First Nation who delivers Native Language programming within Board schools
Native Student Support Mentor	helps First Nation students reach their maximum educational potential by working with students identified by the classroom teachers as needing assistance. Native Education Workers also provide and promote Native Cultural Heritage programs and services and learning activities for students in cooperation with the Principal.
First Nation Advisory Committee (formerly called Native Advisory Committee)	means a committee comprised of membership from the board and the First Nations purchasing education services from the board. Members of this committee will discuss issues related to the education of First Nation students. The mandate of the committee is to support First Nation students and their families to ensure a positive and productive educational experience.
Nominal Roll	is an AANDC information database and a mechanism for regions and schools to undertake an annual census of eligible

	students living on reserve.
Principal	means a principal of a school operated under the jurisdiction of the board.
Programs of Studies	refers to the curriculum of schools as determined by the Province of Ontario through legislation and policy and supplemented by the resource materials developed in accordance with this Agreement
School	means any elementary or secondary school under the jurisdiction of the board.
School Council	has the same meaning as contained in the current Ontario Education Act, Regulations and supporting Ministry directive.
Special Services	means an educational service provided solely for First Nation pupils as determined by the terms of this contract/agreement, pursuant to Section 188(4) of the <u>Education Act</u> .
Special Needs Mentor	means an employee of the First Nation who is recognized as a professional, responsible for providing intensive support to eligible First Nation pupils attending a school of the Board, as outlined in Appendix ___ to this agreement.
Tuition Fee	Means the fee, payable to the board for each First Nation pupil enrolled in a school of the board, subject to this Agreement.

Enrolment Notice – Eligibility

The First Nation shall provide up-to-date information to the board on the First Nation pupils who will be attending pursuant to the tuition agreement.

In this section, the board and the First Nation will decide on a date upon which advance notice of the First Nations’ pupils will be delivered to the Board. The date should give the Board and the First Nation sufficient notice to plan.

From a planning perspective, advance notice is important for both parties. The board may have to commit before a certain deadline (i.e. collective bargaining deadlines, publication order deadlines) to hiring extra teachers or Education Assistants if numbers warrant as well as buying extra texts and other teaching materials. As well, the First Nation may require advance notice if a pupil requires additional supports such as specialized equipment (similar to the Special Equipment Allocation under the GSN) or additional staff because of safety or health concerns (see Special Incidence Claim). Accordingly, the date chosen for delivering the advance enrolment notice should provide the Board and the First Nation with sufficient time to plan staff and resource allocations.

When negotiating this section, each party should be aware of the timelines, cut-off dates and schedules that are relevant for their planning and funding purposes.

Samples:

First Nation Student Enrolment	The board agrees to accept First Nation students for enrolment in its school, subject to this Agreement.
Eligibility to attend Schools	During the term of this Agreement, Pupils shall be eligible to attend the following elementary and secondary schools operated by the board <ul style="list-style-type: none"> • <i>(list schools students will attend)</i> • Any other school in accordance with board policy “Attendance Areas for Students” • Any other schools as agreed between the board and the First Nation subject to the availability of space and program.
Special Education Placement	In addition to making special education programs and services available to pupils, the board shall make every effort to provide space for special education placements from the First Nation schools where such placements meet the education needs of students as determined by the board. At the request of the parents, any placement decisions should consider any relevant assessment or background information that can be provided by the prior First Nation school.
First Nation	Pupil registration will be verified as follows;

<p>verification list of Pupil Enrolled</p>	<ul style="list-style-type: none"> a. Prior to January 15th of each year, the First Nation shall provide to the respective schools and the board, a list of pupils expected to enrol in the schools of the board in the next academic year indicating potential grade placements and will confirm, where applicable, any new enrolments for the second semester. b. Prior to May 15th of each year, the First Nation shall provide to the respective school and the board, in writing an updated list of that submitted under _____ above. c. Any changes to the pupil list will be verified by both the school and the First Nation in writing as they become known. <p>Or</p> <p>The First Nation will advise the board of First Nation Pupil registration annually as follows:</p> <ul style="list-style-type: none"> a, Prior to January 15th of each year the First Nation shall provide to the board a list of First Nation Pupils expected to enrol in the schools of the board in the next academic year indicating potential grade placements and will confirm, where applicable, any new enrolments for second semester. b. Prior to April 15th of each year the First Nation shall provide to the board, in writing, an updated list. c. Any increases or decreases in the number of First Nation students will be provided to the board in writing, as they become known to the First Nation.
<p>Board's Confirmation List of Pupils Enrolled</p>	<p>The board will provide the First Nation a confirmation list of Pupils indicating their current school of attendance, within 30 days of the Count dates as required by Ministry of Education Regulations. The First Nation will return the confirmed list of Pupils to the board within 15 days. Prior to the 15 days, the board and the First Nation will resolve any outstanding issues regarding enrolment. The board will invoice the First Nation upon receipt of the approved confirmation of pupils or 15 days after providing the data, whichever is earlier.</p> <p>Or</p> <p>The First Nation will verify to the board, the eligibility of each First Nation pupil for tuition fee purposes upon receipt of a list of First Nation Students which shall be provided by the board with the invoice.</p> <p>The Education Administrator/Social Counsellor will undertake to provide, subject to this contract, registration information and</p>

	verification of enrolment for tuition fee purposes.
Non-Approved Pupil	The First Nation shall not be responsible for providing any payments to the board, tuition or otherwise, for students who are not on the First Nation's list of approved First Nation pupils.

Responsibility for Fees

This section identifies the services for which payments will be made to the board and the amount for such services or the means for calculating the amount.

Base Tuition Fee

The base tuition fee is established pursuant to Ontario Regulation, Calculation of Pupils' Fees, (updated annually); a regulation made under the Education Act and shall be the amount calculated pursuant to the regulation. The base tuition fee covers a range of education services as set out in the Provincial funding section of this Guidebook. The base tuition fee does not cover transportation or capital costs.

Additional Costs

Most education costs are covered in the base tuition fee, though in certain circumstances a board and a First Nation may agree on an additional fee for an educational program, service or equipment not covered in whole or in part by the base fee. This section should identify the education program, service or equipment for which an additional fee will be charged and the agreed upon amount for each item. It is a "best practice" for the parties to present supporting documentation when determining the amount of the additional fee. A detailed outline may be set out in an addendum to the Agreement. (see O.Reg. "Calculation of Fees for Pupils")
Upon the request of the First Nation, the Agreement may include services not otherwise provided to resident pupils of the board for which the First Nation covers the additional costs and for which services are explicitly for the benefit of tuition fee paying pupils.

Samples:

Tuition Fees	<p>The First Nation shall make payment to the board for each authorized First Nation student enrolled in a school of the board, as a full-time or part-time student, as of October 31 count date and March 31 count date, of a Fee which shall be calculated in accordance with the current Fees Regulation made under the <i>Education Act</i>.</p> <p>OR</p> <p>The First Nation shall make payment to the board, for each non-resident First Nation Pupil authorized by the First Nation for enrolment in a school, a Tuition Fee which is calculated in</p>
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	accordance with regulations made pursuant to the Education Act, and shall exclude any additional capital charges or a Pupil Accommodation Charge where subsection 1(b) of Ontario Regulation, Calculation of Fees for Pupils, applies
Self-Identification	The goal of the board policy, “Self-Identification for Aboriginal Students” is improvement in aboriginal student achievement through more effective program planning, targeted initiatives, additional support and the involvement of family and community in the life of the school. Self-identification is voluntary and confidential. There will be no increases in the fees or reduction of services to students as a result of implementation of this policy.

Payment Schedule

Invoices

After the parties agree upon an amount including the base fee and any additional costs, the typical agreement will identify the schedule of payment. In general, there are two payments made per school year, followed by adjustments depending on the Board’s year-end financial information.

For example, a Board may issue two invoices per year based on the number of First Nation students enrolled at the Board as of the October 31st and March 31st count dates. On both the October 31st and March 31st count dates, the First Nation will be invoiced for an amount equal to 50% of the base tuition fee multiplied by the number of full-time equivalent (FTE) First Nation students enrolled at the Board on the applicable count date. For example, if on the October 31st count date there are 10 FTE First Nation students enrolled at the Board and the base tuition fee is \$10,000 then the October 31st invoice will be \$50,000.

After the two count dates, tuition agreements also provide for adjustments based on the Board’s final audited financial information. The final rate for the base tuition fee will be based on the final audited financial information. Depending on the results of the final audited financial information, the base tuition fee may increase, decrease or remain unchanged from the invoices and, consequently, the final amount payable by the First Nation may vary. As such, an adjustment may entitle the First Nation to a refund, invoice the First Nation for the balance owing, or maintain the status quo.

Samples:

Schedule of Payments	Payment shall be made by the FIRST NATION to the BOARD for TUITION FEES within 45 days of receipt of a written invoice. <ul style="list-style-type: none"> • The BOARD shall submit monthly invoices for TUITION FEES to the FIRST NATION and the fees shall be
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calculated in accordance with the *Tuition Fee Regulations*. The September invoice shall include a copy of the current year cost of operating estimates.

- The BOARD shall use the Average Daily Enrolment from October and the “current cost of operating” for the preceding year for preparing estimated billings for the current year until the Board can provide revised invoices based on current year calculations of Average Daily Enrolment and the estimated current cost of operating. Revised invoices will be submitted in December and in June and will include a PUPIL LIST.
- A final billing will include a PUPIL LIST for the preceding year and will adjust the difference between the actual TUITION FEES and payments made by the FIRST NATION, calculated in accordance with current regulations, upon completion of the BOARD’S audited financial statement.

OR

The schedule of invoicing for tuition fees is outlined as follows.

- A first interim billing calculated at 40% of the Pupil Tuition Fee based on the estimated operating budget of the Board as approved by the Ministry of Education for the current year, multiplied by the Average Daily Enrolment of Pupils on the last school day in October of the current year.
- A second interim billing calculated at 30% of the Pupil Tuition Fee based on the estimated operating budget of the Board as approved by the Ministry of Education for the current year, multiplied by the Average Daily Enrolment of Pupils on the last school day in March of the current year.
- A third interim billing prior to June 30th calculated at 30% of the Pupil Tuition Fee based on the estimated operating budget of the Board as approved by the Ministry of Education for the current year, multiplied by the Average Daily Enrolment of Pupils on the last school day in March of the current year
- A final adjustment for annual tuition fees for the preceding year ending as of August 31st calculated in accordance with Section _____ of this Agreement and submitted with a claim for Tuition Fees in conjunction with pupil lists as previously confirmed by the First Nation.

In the event that the enrolment count dates prescribed by the

	<p>Ministry of Education are changed from the above dates, notice shall be given to the First Nation and the Board shall commence negotiations to reach mutually acceptable count dates.</p> <p>Each billing shall be itemized and shall include;</p> <ul style="list-style-type: none"> d. The total number of pupils in the elementary and secondary panel e. The grade and school placement of each pupil; and f. A tuition fee breakdown in accordance with Section _____ of this Agreement. <p>OR</p> <p>The School Board will invoice the First Nation to coincide with the First Nation's fiscal year.</p> <ul style="list-style-type: none"> a. First interim billing re: Semester 1 enrolment by December 31st each year b. Second interim billing re; Semester 2 enrolment by April 30th each year c. Final school year adjustment by November 30th following each completed school year.
<p>Native Education Counsellor</p>	<p>Subject to Appendix _____, the Board shall invoice the First Nation twice annually for a First Nation Counsellor in accordance with the negotiated provision of this Agreement.</p>

Payment Dates and Penalties

This section of a tuition agreement also sets the terms for payment.

Samples:

Dates	<p>The First Nation shall make payment to the Board within 45 days of receipts of a written invoice. Payment shall not be processed until the First Nation receives an itemized invoice.</p> <p>OR</p> <p>Payment of Tuition Fees shall be made by the First Nation to the Board within 60 days of receipt of invoice.</p>
Disclosed Financial Statement	<p>The Board agrees to the following:</p> <ol style="list-style-type: none"> 1. To disclose in its annual financial statement, the tuition fees paid under the terms of the agreement by the First Nation. <ol style="list-style-type: none"> g. To provide a copy of the Board's calculation of tuition fees schedules. The schedule will provide a breakdown of the cost per pupil for Tuition Fee purpose and the Average Daily Enrolment of the Board h. To provide a copy of the Board's approved, audited financial statement to the First Nation for year ending August 31st and a copy of the current year Ministry of Education estimates.
Penalties	<p>Interest charges will be applied for late payment of invoices as negotiated by the First Nation and the Board.</p>
Labour Dispute	<p>In the event of any labour dispute which results in a disruption in provision of services to First Nation pupils, tuition fees and/or additional costs as set out in Section _____ of this Agreement will be reviewed for adjustment in accordance with Ministry of Education regulations.</p>

Programs and Services

The tuition agreement addresses more than payment of fees. This section may be used to expand on the services being provided and agreed upon.

School boards are guided by the Education Act and Regulations, and by specific provincial policy directions. Boards further develop local policies and directions.

In some tuition agreements, this is implicit and the parties agree that it is not necessary to make specific reference to each program and service. In other cases, the agreements outline many of the programs and services specifically. For example, there may be a reference to the provision of the Ontario Curriculum or special education programs and services.

Program of Studies Samples:

Programs	<p>The Board shall provide for pupils covered in this agreement</p> <ul style="list-style-type: none"> • The curriculum for elementary and secondary schools in the Province of Ontario • Secondary programs including Alternative programs for pupils up to the age of 21. • Access to the full range of Educational Services offered by the Board and ongoing program placement assessment • Access to supports and/or programs as a result of the First Nation, Métis and Inuit (FNMI) Education Policy Framework <p>The Board shall endeavour to include First Nation pupils in all aspects of school programs, services and activities</p> <p>OR</p> <p>The Board shall provide for authorized First Nation pupils as per this Agreement, the program of studies in accordance with the current curriculum of the Ontario Ministry of Education</p> <p>The Board shall ensure equal opportunity for First Nation pupil involvement in all aspects of curriculum, school activity and after school use of school facilities in accordance with Board policies.</p>
Co-op Placements in First Nation Communities	The Board agrees to seek appropriate Co-op program student placements with the First Nation's business and commercial communities
Summer School	The Board and First Nation may enter into an agreement to offer a community-based Secondary Summer School program for First Nation Pupils.

Additional Services	<p>The Board shall provide additional services as negotiated through addendum to this Agreement as per Section _____</p> <ul style="list-style-type: none"> • First Nation Secondary Student Support Team
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School Board/Community Relations

The parties agree to encourage maximum feasible interaction between the schools and the First Nation community. The parties shall make every effort to involve the First Nation community in school affairs.

Samples:

<p>Parent Participation</p>	<p>The board will continue to involve and encourage the participation of the parents/guardians of the First Nation Pupils in the education of their children by utilizing the community resources and communication system available on the First Nation.</p> <p>OR</p> <p>The board and the First Nation shall continue to encourage involvement of parents/guardians in all educational matters concerning their children.</p> <p>The board will explore strategies that encourage First Nation families to participate more fully in the education of their children, e.g. attendance at parent-teacher interviews.</p>
<p>Parent/Teacher Interviews</p>	<p>At the request of the First Nation, the board may hold parent-teacher interviews for Pupils covered under this agreement at least once per year in the First Nation community</p> <p>OR</p> <p>The board will work with the First Nation to develop a procedure to enable the holding of parent-teacher interviews for the First Nation Pupils on the First Nation or at a mutually determined location at least once a year.</p>
<p>School Communication</p>	<p>The board shall ensure that communication and interaction occur in a timely and responsive manner between the schools where First Nation pupils attend, with the pupils' parents and with the First Nation community at large.</p> <p>The board agrees to designate one of the administrators at the school to be the main contact for First Nation Pupils and parents/guardians.</p>

School Visits	<p>The Board agrees that designated First Nation members may visit the school where First Nation pupils attend to inquire, in general terms, about the progress of First Nation pupils attending the school.</p> <p>OR</p> <p>The board agrees that any person authorized by the First Nation and who gives prior notice to the Principal shall have the right to visit the school.</p>
Change in Pupil's Program Consultation	<p>The board agrees to consult parents, students and a member of the First Nation Education Authority prior to any changes in levels or programs for a First Nation pupil. In the event of a change, the parent's consent or the Pupil's consent where the pupil is an adult must be obtained in order to effect such a change unless there are issues relating to student safety. If testing is required for this change, the board's Department of Psychology will conduct initial testing. Any further testing deemed necessary by the board will be carried out at the expense of the board.</p>

First Nation Representation

The board and the First Nation agree to establish an **Advisory Committee**,

Samples:

First Nation Trustee to the Board	The board shall appoint (1) Trustee to the board, selected by the First Nation(s) to represent the First Nation(s). The duration of the appointment will be consistent with the term of office for elected trustee.
Liaison Representative(s)	<p>The board acknowledges a liaison representative(s) who may also be in attendance at public board meetings. The liaison representative(s) will be provided with a copy of the board's agenda, including all relevant documentation provided with the public agenda, when the documentation is provided to the Trustees of the board.</p> <p>OR</p> <p>Either First Nation may appoint a liaison representative to attend public Board meetings to represent their First Nation when the First Nation Trustee position is held by another First Nation.</p>
First Nation Advisory Committee Representation	The Board will provide the opportunity through the First Nation Advisory Committee for First Nation representation on all committees which relate to issues affecting the students of the First Nation
Special Education Advisory Committee (SEAC) Representative	<p>The Board will provide opportunity for First Nation representation on the Special Education Advisory Committee (SEAC). Representation will be as a "member at large".</p> <p>OR</p> <p>The Board will ensure First Nation representation as per O. Reg. 464/97</p>
Board's Accommodation Committee Representative	<p>The Board agrees to include the First Nation as a part of the consultation process when a school named in Section ____ is being studied or reviewed under the pupil accommodation process.</p> <p>OR</p> <p>The Board agrees to provide for representation for the First Nation(s) on any Area Review Committee or similar committee established to consider and make recommendations with respect to the closure of any school where pupils attend.</p>

<p>School Council(s) Representative(s)</p>	<p>The Board encourages participation of a First Nation(s) representation to the School and Student Councils of the schools listed in Section _____.</p> <p>OR</p> <p>In order to encourage maximum feasible interaction between the schools and the First Nation community, the Board and the First Nation(s) will establish mechanisms to ensure the involvement of the First Nation community(ies) in school affairs and the active participation of the First Nation parents in the education of their children.</p>
<p>Language & Culture Curriculum Representative</p>	<p>Education officials representing the First Nation will be a part of the planning, developing and improving of a cross-cultural education program suited to the needs of First Nation students and non-First Nation students.</p> <p>OR</p> <p>The Board shall contact the First Nation(s) requesting the involvement of a representative from the First Nation(s) before initiating, planning, developing, or implementing any program, which has its primary focus on First Nation culture, language or history.</p> <p>The Board will invite First Nation(s) representation on any committee established by the Board for the purpose of developing or reviewing curriculum specific to First Nation students.</p> <p>OR</p> <p>The Board shall contact the liaison from the First Nation requesting the involvement of a representative from the specific First Nation before initiating, planning, developing, or implementing any program which has as its primary focus Native culture, language or history.</p>
<p>Hiring of First Nation Native Language Teachers Representative</p>	<p>The Board agrees to include a representative of the First Nation(s) when recruiting teachers who will be providing instruction in the Native Language program. The First Nation representative will be invited to participate in the selection, interviewing and recommendation of candidates to the Board.</p> <p>OR</p>

	<p>The Board agrees, subject to compliance with Collective Agreements, to invite representative(s) of the First Nation(s) in the screening and selection process of candidates for teaching Native Language. In the selection and hiring of Native Language teachers for elementary and secondary programs serving the First Nation pupils, the First Nation(s) will be invited to provide a Native Language speaker to the selection committee at no expense to the Board. Preference is given to the qualified candidate who is fluent in the language of instruction.</p>
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First Nation Staffing

Education Services (Tuition) Agreements may make provisions related to First Nation representation among board staff or to the hiring of specific First Nation staff.

Samples:

<p>Hiring of First Nation Staff</p>	<p>The Board agrees to make every effort to recruit staff of First Nation ancestry, in accordance with its Employment Equity Policy and subject to the provisions of the current collective agreements between the Board and its teachers, when filling teaching vacancies, provided that the qualifications and ability of the teacher of First Nation ancestry is, in the opinion of the Board, equal to those of other applicants. Such staffing shall not contravene the Charter of Rights/Ontario Human Rights Code or the Board’s collective agreements.</p> <p>OR</p> <p>The Board will hire First Nation teachers for employment at the _____ school in an attempt to achieve a ratio of First Nation teachers, at minimum, equal to the First Nation student population at _____ school. First Nation applicants who are fully qualified for the position will be granted an interview for teaching positions that become available. The Board will develop a strategy for recruiting teachers of First Nation ancestry.</p> <ul style="list-style-type: none"> • A recruitment strategy will be developed during the first year of this Agreement • The recruitment strategy will address such things as, where to advertise, the interview and selection process, time sensitive targets for hiring and compliance with Human Rights Code <p>OR</p> <p>With the provision that the qualifications and abilities of candidates of Aboriginal ancestry are judged to be relatively equal to those of other applicants, the Board will endeavour to recruit and appoint teachers and administrators who are of Aboriginal ancestry when staffing vacancies occur in schools where Pupils are enrolled. Further, The Board agrees subject to compliance with collective agreements to invite representatives of the First Nation(s) in the screening and selection process of teacher candidates.</p>
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	<p>The Board agrees to forward postings for teaching and support staff to the First Nation(s) for distribution in appropriate venues such as the Indigenous Education Coalition (IEC) website, Education Canada website, local newspaper and a community posting within the First Nation.</p> <p>The Board agrees to develop a plan to hire _____ school custodians, secretaries, and support staff of Aboriginal ancestry in accordance with the percentage of First Nation students at _____ school.</p>
<p>Native Language Teachers</p>	<p>The Board agrees where the qualifications of candidates are judged to be relatively equal and in accordance with Ministry regulations and Ontario College of Teacher requirements, the First Nation Language Certification granted by the First Nations will be used as a preferred qualification to teach the Native Language program.</p> <p>The Board agrees that in the event a First Nation Native Language teacher cannot be obtained through posting, the board will work with the First Nation(s) to find a suitable teacher in accordance with Ministry Regulations and Ontario College of Teachers requirements.</p>
<p>Education Counsellor</p> <p>Student Support Mentors</p>	<p>The Board acknowledges the additional student counselling services provided by the First Nation and agrees that the Education or Student Support Mentors designated by the First Nation(s) will provide supplementary counselling for First Nation students and shall:</p> <ul style="list-style-type: none"> • Continue to have access to students at the schools during school hours; • With signed consent from the parent/guardian or the student if the student is over 18, through the Principal, have access to First Nation student OSRs and/or IEPs, achievement and attendance records and student reports At the invitation of the parent/guardians, act as a parent representative at all IPRCs conducted for students covered by this Agreement. • Will provide and maintain office/classroom space in the school for the First Nation staff. <p>The Board will provide to all parents/guardians of authorized First Nation pupils an Authorization for Release of Information for all authorized First Nation pupils covered by this Agreement and such release shall clearly state that this permits the Board to release student information to the authorized Education staff while the student is enrolled in the schools of the Board.</p>

	<p>The Board will ensure that staff communicates and collaborates effectively in a manner consistent with the goal of serving the best interests of the pupils, with the Education Counsellor/Student Advocate/Native Education Worker employed by the First Nations.</p> <p>The Board will provide a designated office in its schools for the Education Counsellor/Student Advocate/Native Education Worker employed by the First Nation.</p>
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Professional Development

Professional development includes First Nation and board employees who are in a position to promote cultural awareness and sensitivity to other Board's staff and students. This cultural awareness includes Native language, culture and history and First Nation philosophy. It can be delivered throughout the Ontario curriculum, native studies programs, presentations, courses and conferences.

Samples:

Staff Development Activities	The First Nation may provide staff development activities related to the Native culture.
Native Studies Programs, Courses	<p>The Board shall encourage its staff, and agrees to the granting of leave, when feasible, to participate in appropriate Native Studies Programs, education presentations, courses or conferences sponsored by AANDC, First Nation, or other organizations which relate to the education of First Nation children. Such is intended to encourage the staff to become familiar with the culture, language and history of First Nation people as part of the ongoing professional development activities of the Board.</p> <p>OR</p> <p>With the advice and assistance of the First Nation, the Board shall encourage in-service training for teachers, principals and vice-principals at schools where First Nation Pupils attend to better prepare them for working with First Nation pupils and provide them with a better understanding of First Nation cultures and heritage.</p> <p>The Board shall encourage and support the attendance of all staff at First Nation, board and AANDC sponsored educational courses or conferences which relate to the education of First</p>

	<p>Nation children. Principals may grant leave with pay within the budgets set annually by the schools and/or the board</p> <p>The First Nation shall extend an invitation to the teacher's union to attend professional development activities of the First Nation and the Board.</p>
First Nation Schools Professional Development & Supports	The Board will provide to First Nation schools access to the Board's professional development programs, professional activity days, educational resource services, including media resources, purchasing and warehouse services. This includes the regular liaison with a Board Community of Schools and system special education program services liaison. Access to these services by the First Nation schools shall be at no cost to the Board.
First Nation School Principal Support	The Principals of the First Nation schools will be invited to be members of a community/network of schools of the Board.

Native Language and Culture Programs

Samples:

First Nation Perspective	The Board will collaborate with the First Nation(s) to develop and implement First Nation perspectives into existing curriculum and programs.
Consultation on First Nation Programs	<p>The Board, through the Principal of _____ school will work in conjunction with the First Nation(s) to participate in planning, development and implementation of education programs suited to the needs of First Nation Pupils.</p> <p>OR</p> <p>Cultural awareness activities and seminars offered in conjunction with the First Nation language program will be planned and delivered with First Nation consultation and cooperation.</p>
Resources to Support First Nations Programs	The Board's program staff and school principals will partner with the First Nation(s) communities to provide resource materials and persons to assist in the development of Native studies, Native language, cultural education and race relations programs and courses.
First Nation Programs	The Board agrees to offer Native Language and Native Studies, if numbers are sufficient to warrant and support offering these

<ul style="list-style-type: none"> • Native Language • Native Studies • Native Art • Other Native Programs 	<p>programs. Funding calculations are outlined in the Ministry of Education document Grants for Student Needs – the First Nation, Métis, and Inuit Supplement.</p> <p>OR</p> <p>The Board will consult with feeder First Nations schools in Native Language curriculum planning as outlined in the addendum to this Agreement.</p>
<p>Promotion & Access to First Nation Programs</p>	<p>In keeping with the Ministry of Education’s class size provisions, the Board shall promote and provide greater access to Native studies and Native Language credit courses in secondary schools for all students.</p>
<p>Library Review</p>	<p>The Board agrees to have a review of the library collection at _____ schools to ensure it is responsive to First Nation Pupils.</p>
<p>Ceremonial Days Recognition</p>	<p>The First Nation(s) will provide the Board with a list of ceremonial days as soon as those dates become known. Given sufficient notice of First Nation ceremonial days, the Board will forward this information to school principals. In accordance with subsection 23(3) of Regulation 298, “Operation of Schools-General”, and the principal may excuse a student from attendance at school temporarily at the written request of a parent of the student or the student where s/he is an adult.</p>

Transition Program

Samples:

<p>Transition Program</p>	<p>The board agrees to work jointly with the First Nation(s) to develop and implement a transition program for pupils and parents transferring from First Nation schools to the Board’s schools, to assist in the successful transition to the receiving school.</p> <p>To aid in transition, and to promote student success, the First Nation(s) will endeavour to provide, with parental/guardian consent, to the Principals of the receiving schools and the board, a student assessment data report (including EQAO, report card marks, special education programs, services and equipment provided upon enrolment (or other agreed upon data) and supports received, individual student testing results, and all other achievement data) in a timely manner.</p>
<p>Special Education Pupil Transition</p>	<p>The board will implement strategies and procedures to ensure smooth placement and any necessary subsequent adjustments,</p>

	<p>for First Nation pupils with special education needs as they move between First Nations schools and board's schools</p> <p>The board will ensure that its staff communicate and collaborate in an effective manner with the student, students' parents/guardians, First Nation Education Worker, Student Advocate and Education Counsellor employed by the First Nations with the best interests of the Pupils in mind.</p>
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Special Education Programs, Services, and Equipment

Special Education programming and related costs has been an area of challenge and will require much discussion and clarification throughout the process of developing the agreement.

There may be situations where the Board and the First Nation(s) agree that additional funding is required to provide specific special education programs, services and equipment. For example, an individual student for whom a board would submit a SIP or SEA claim to the Ministry were that student a Pupil of the Board. Since boards may not submit claims to the Ministry for tuition fee students, the board may seek additional payment from the First Nation.

It is advisable to have a general statement that states how Special Education will be addressed. The clause in the body of the agreement can be simple and state that any specifics will be outlined in an addendum to the agreement. Otherwise, there would be no extra costs.

Samples:

General Statement	The board and the First Nation(s) may agree to an additional cost for providing Special Education Services to the First Nation Pupils as per Appendix "Supplementary Program and/or Service" of this Agreement. Ontario Regulation 195/10 "Calculation of Fees" is the reference for how fees are determined.
Special Education Identification and/or Placement	<ul style="list-style-type: none"> i. Where the board wishes to refer a pupil to the Identification, Placement and Review Committee it shall comply in all aspects with the process outlined in Ont. Regulation 181/98, Identification and Placement of Exceptional Pupils and the board; j. The board shall ensure that the parents/guardians of the student be provided with a copy of the Board's Parents' Guide; k. The board shall provide a copy of the results of any

	Identification, Placement and Review Committee meeting to the First Nation Education personnel subject to parental/guardian consent.
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Transportation

Transportation is not included in the per pupil base fee.

Samples:

Board Transportation provided	The board agrees to provide transportation to authorized First Nation students where there are existing routes
First Nation Transportation provided	The First Nation will ensure transportation of authorized pupils to and from the schools at no cost to the Board.

Freedom from Harassment

Sample:

Harassment	In keeping with its Harassment policy, the board does not tolerate any instance of segregation or discrimination by reason of racial or ethnic background related to color, place of birth, citizenship, ancestry, customs, dress, creed or religion.
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Access to School Facilities

Sample:

Access to School Facilities	The board will ensure equal opportunity for First Nation Pupils after-school use of school facilities.
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Media Releases

Sample:

Media Releases	In the event that a news/press release related to First Nation students or programs is required, the board will attempt to contact the First Nation Trustee to collaborate on the content of the media release.
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Reporting and Communication Requirements

Boards and First Nations should discuss the types of data that should be gathered and provided while ensuring compliance with associated privacy legislation and/or regulations.

Samples:

General Statement	As of the 1 st day of June of each year during the terms of this Agreement, the board will provide the First Nation(s) with a report in writing that identifies the number of First Nation students in all pathways of programming for the purposes of planning for the next school year.
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Financial Reports	<p>The board agrees to provide to the First Nation(s) an annual summary of financial costs as a result of the tuition agreement. The summary shall include</p> <ul style="list-style-type: none"> • The board annual audited financial statement as relevant to each First Nation, which shall identify all payments made to the Board • Per Pupil tuition cost breakdown for both elementary and secondary pupils based upon the board's estimated operating budget, as approved by the Ontario Ministry of Education <p>OR</p> <p>The board agrees, in consideration of payments made on behalf of First Nation pupils to:</p> <ul style="list-style-type: none"> • Publish fees paid annually by the First Nation for education services in the board's Accountability Report or its successor documents. • Provide a copy of the board's audited financial statement to the First Nation for the board's fiscal year ending August 31st <p>OR</p> <p>The board agrees to the following:</p> <ul style="list-style-type: none"> • To disclose in its annual financial statements the tuition fees paid under the terms of this Agreement by the First Nation(s). • To provide a copy of the board's calculation of tuition fees schedules. The schedule will provide a breakdown
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	<p>of the cost per-pupil for tuition fee purposes and the Average Daily Enrolment of the board.</p> <ul style="list-style-type: none"> • To provide a copy of the board’s approved audited financial statement to the First Nation(s) for the year ending August 31st and a copy of the current year Ministry of Education estimates. <p>OR</p> <p>The board, subject to the Municipal Freedom of Information & Protection of Privacy Act, and the Education Act and its Regulations, agrees to complete and submit statistical and program reports to the First Nation as follows:</p> <ul style="list-style-type: none"> • Data for the annual nominal roll report for all First Nation pupils enrolled in the schools of the board and the monthly attendance record.
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Program Summary	<p>The board agrees to provide to the First Nation(s) an annual summary of programs and services provided to the Pupils as a result of the tuition agreement. The summary shall include:</p> <ul style="list-style-type: none"> • An evaluation summary of programs and services provided to the pupils and resulting from this Agreement. • A report related to the additional program, service or equipment provided by the board and agreed to by the First Nation.
Student Success Improvement Plan	<p>An improvement plan to address the needs of First Nation Pupils will be developed by the FNMI Student Success Action Plan Committee.</p>
Tuition Agreement Copy	<p>The board will provide a copy of this Agreement to the Principal of any school where First Nation pupils are attending.</p>

Capital Costs	<p>The board shall inform the First Nation of any capital purchases, including new construction or renovation of pupil spaces, for the accommodation of the Nation pupils, for which contribution is requested on behalf of the First Nation during the currency of this Agreement. The board acknowledges it does not have the authority to make requests on behalf of the First Nation to Aboriginal Affairs and Northern Development Canada or any other government agency.</p>
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Data Collection

Within the Tuition Agreement, there may be provisions for the inclusion of tuition agreement data to be available for AANDC's Education Information System (EIS) possibly through AANDC's Data Collection Instruments (DCI). This data is useful for monitoring and performance measurements.

Student Lists	The Principal of each school will provide a list of pupils to the First Nation(s) as of September 30 th .
Academic Data	The board will provide an annual report to the First Nation which describes data in a general manner, without disclosing personal information of students.
Pupil Withdrawal & Graduates	The board shall inform the First Nation immediately of the withdrawal or transfer of pupils for whom the First Nation has agreed to pay fees. The First Nation shall notify the Board of withdrawal of pupils and new pupils.
Other Reports <ul style="list-style-type: none"> • Monthly Attendance • Reports Cards • Transcripts • Meeting Notices • Retention Rates • Suspension Reports • Special Education 	<p>The board agrees to complete and submit, subject to parental consent, the statistical and program reports to the First Nation, as follows:</p> <ul style="list-style-type: none"> • Monthly attendance records of First Nation pupils; • Copies of report cards and transcripts; • Notice of all meetings with respect to Special Education Services, including I.P.R.C. and pupil placement reports, • That the board and the First Nation will consult to examine the First Nation pupil retention rates and when necessary promote the development of programs designed to increase those rates; • Suspension/expulsion reports; where parental consent has been obtained • When necessary, complete and submit to the First Nation additional program, service or equipment costs reports.

Access to Information

Sample:

<p>Access to Information</p>	<p>In compliance with the <i>Education Act</i> and its regulations regarding student records and the <i>Municipal Freedom of Information and Protection of Privacy Act</i>, the board will not provide information regarding individual First Nation pupil without the written consent of the parents/guardians of an individual First Nation pupil who is under the age of 18 years. In the case of an adult pupil (18 and over), the written consent of the adult pupil is required. In the case of IEP or IPRC records, the signature of the parents/guardians and the pupil who is 16 years or older is required. The consent document must state the individual records that may be shared and with whom the parents/pupil consents to share the document.</p>
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Accountability

Samples:

<p>Aboriginal Advisory Committee Recommendations</p>	<p>The board will be accountable to provide written reports on any organizational procedures presented by the Aboriginal Advisory Committee resulting from First Nation's recommendations/suggestions of any board activities/functions.</p> <p>The First Nation will review, investigate and, upon consensus, take action on any suggestions/recommendation from all board's reports.</p>
<p>Annual Meeting</p>	<p>The parties agree to an annual informal meeting to discuss this Agreement between the First Nation(s) and the board. Supplementary meetings will be held at such time as may be requested by either party to this Agreement for the purpose of reviewing adherence by the parties to the terms and conditions contained herein.</p>
<p>Board's Policies</p>	<p>The board will provide the First Nation(s) with a copy of the board's policies and any amendments as such that re issued from time to time.</p>

Term of Agreement

The parties will determine the length of the Agreement.

Samples:

<p>Terms of the Agreement</p>	<p>THIS CONTRACT SHALL come into force on <i>(insert date)</i> and shall remain in force until <i>(insert date)</i> unless;</p> <ul style="list-style-type: none"> • Renegotiation is requested by anyone of the parties hereto in which case notice shall be given in writing to the other parties to this agreement by <i>(insert date)</i> with renegotiation completed by <i>(insert date)</i> of the current year. • Termination is requested by any one of the parties hereto in which case notice shall be given in writing to the other parties to this agreement by <i>(insert date)</i> with termination to be effective as of <i>(insert date)</i> of the year following.
<p>Early Termination</p>	<p>Termination may be requested by either Party hereto in which case either Party may terminate this contract at the end of any school year by giving written notice of termination to the other Party by July 1st of the then current school year to take effect twelve months later. In the event that AANDC ceases to provide funding or provides significantly less funding; this Education Services Contract shall be renegotiated</p> <ul style="list-style-type: none"> • Payment of fees would be subject to funds being appropriated by the Parliament of Canada and the Department of Aboriginal Affairs and Northern Development Canada and being forwarded to the First Nation.
<p>Notices & Communications</p>	<p>Such notice or communication shall be deemed to be given, if faxed by 4:00 p.m. local time, on the same business day on which the fax is transmitted and, if by registered mail, on the second business day after same is deposited in one of Her Majesty's Post Offices.</p> <p>OR</p> <p>All notices and communication required to be given or sent that pertain to the terms of this Agreement, shall be deemed sufficiently given when submitted in writing and delivered by hand or sent by facsimile or sent by registered mail to the recipient party.</p>

Dispute Resolution

Ontario Regulation 135/12: Calculation of Pupils' Fees for 2012-2013 Regulation includes the following provision:

s. 3(7) For the purposes of subsection (6), if the board providing the educational program, service or equipment and the party from whom the fee is receivable cannot agree on the amount by which the fee is to be increased, the amount shall be determined by three arbitrators, appointed as follows:

- 1. One arbitrator appointed by the board.*
- 2. One arbitrator appointed by the party from whom the fee is receivable.*
- 3. One arbitrator appointed by the arbitrators appointed under paragraphs 1 and 2. O. Reg. 135/12, s.3(7)(8) The decision of the arbitrators or a majority of them is final and binding on the board and on the party from whom the fee is receivable. O. Reg. 135/12, s.3(8)*

The arbitration process set out must be used when a dispute regarding the fees is referred to arbitration by the parties. However it is open to the parties to set out in their agreement a different process for resolving disputes that differ from the circumstances described in the regulation. The Agreement could include an arbitration process that mirrors that which is set out in the regulation.

Inclusion in the agreement of a dispute resolution clause is advisable. It is also recommended that during dispute resolution, all efforts are made to ensure that the students' education continues uninterrupted.

Samples:

Dispute Resolution	<p>In the event that any dispute shall arise between the parties, hereto, over any of the provisions of the Tuition Agreement or the interpretation thereof to its effect, which the parties are unable to resolve by agreement or by mediation, the same shall be determined by three arbitrators, appointed as follows:</p> <ol style="list-style-type: none"> a. One arbitrator appointed by the board; b. One arbitrator appointed by the First Nation(s); and, c. One arbitrator appointed by the arbitrators appointed under paragraphs (a) and (b) <p>The decision of the arbitrators or a majority of them is final and binding on the board and on the First Nation(s).</p> <p>OR</p> <p>In the event that any dispute or question shall arise between the</p>
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	<p>Parties over the provision of service which the Parties are unable to resolve by contract, the same shall be determined by a mutually agreed upon Arbitrator: or failing agreement as to the Arbitrator, it will be referred to a judge of the Trial Division of the Federal Court of Canada (Section 17, <u>Federal Court Act</u>). Upon a finding of non-provision of services, the Trier of Fact shall determine what amount of fees, if any, should be reimbursed to the First Nation(s). The decision of the Arbitrator shall be final and binding and no appeal shall lie there from except in circumstances where the Arbitrator exceeds his or her jurisdiction.</p>
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SAMPLE ADDENDA TO THE EDUCATION SERVICES AGREEMENT

To keep the body of the agreement concise, specifics that may change from year to year can be outlined in an addendum. Any programs and services being provided that are unique to the tuition fee students or where there are additional costs, must be outlined in an addendum to the agreement. This ensures that both parties agree to the terms. *There should be no billing that has not been agreed upon in writing by both parties.*

SAMPLE 1:

Amendments to the Agreement	Amendments to the Agreement may be requested by any of the Parties in which case such request must be made in writing by January 1 st of the then current school year, and the re-negotiations should be completed by May 1 st of the then current school year unless extended by mutual consent.
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SAMPLE 2:

First Nation Education Personnel

Where the parent/guardian or student (if over the age of 18) has signed the Authorization For Release of Information Consent. The First Nation Education Manager and the Student Service Coordinator shall have access to achievement records; attendance records; and IPRC materials, and IEP contained in the Ontario Student Record. This Authorization may also specify consent for the attendance at case conferences and the school/system IPRC; meeting with the tuition fee pupils to provide educational or career counselling during school hours; for tuition fee pupils to be considered for any awards presented at the annual Student Awards by the First Nation; and any other privileges and/or material deemed appropriate by the parent/guardian/student.

The First Nation Education personnel shall perform the following functions:

- Counselling services to all tuition fee pupils, as defined under the Education Service Contract.
- Member of the in-school conference team for tuition fee students
- Access to available career counselling materials and resources
- Provide information on career opportunities for tuition fee students for the use of the board's guidance staff in the schools.

The First Nation Education personnel shall have access to suitable work space in the schools when required for counselling purposes and/or meeting with pupils to review progress and activities.

The board will provide the First Nation and the First Nation Education personnel:

- Access to the board's policies and any amendments as issued.
- Access to all relevant school and pupil conduct policies, as they may exist from time-to-time in the relevant schools attended by tuition fee pupils and
- Shall attempt to increase the involvement of parent/guardian in all educational matters concerning their children.

Education Advisors

The Education personnel of the _____ Tribal Council are recognized as advisors to the First Nation who may communicate directly with the board as directed by the First Nation.

SAMPLE 3;

EDUCATION PERSONNEL

Education Manager

Aboriginal Student Counsellor

The First Nation Education personnel, refers to the First Nation Education Manager and the Aboriginal Student Counsellor. Subject to the parent/guardian/student over 18 signing of the Authorization For Release of Information form the Education Manager and the Aboriginal Student Counsellor shall have access to achievement records; attendance records; and the IPRC Statement of Decision report, summary and IEP contained in the Ontario Student Record. This Authorization shall also include attendance at case conferences and the school/system IPRC; meeting with Native pupils to provide educational or career counselling during school hours; and any other privileges and/or material deemed appropriate by the parent.

The First Nation Education Manager and the Aboriginal Student Counsellor shall be encouraged to provide input into the discussions and actions regarding the processes involved in programs and services in Special Education.

The First Nation Education Manager and the Aboriginal Student Counsellor may provide information on career opportunities for Native pupils for the use of the board's guidance staff in the schools.

The First Nation Education Manager and the Aboriginal Student Counsellor shall have access to suitable work space in the schools when required for counselling purposes and/or meeting with the tuition fee pupils to review progress and activities.

The board will provide the First Nation and the First Nation Education Manager and the Aboriginal Student Counsellor access to the board's policies and any amendments as issued.

The board shall provide the First Nation access to all relevant school and tuition fee pupil conduct policies, as they may exist from time-to-time in the relevant schools attended by tuition fee pupils under this agreement.

In addition, First Nation will provide the board with a role description for the Aboriginal Student Counsellor. Supervision of the Aboriginal Student Counsellor will be the responsibility of the Principal.

The board and the First Nation agree that all salaries, deductions and benefits for the Aboriginal Student Counsellor will be the sole responsibility of the First Nation.

SAMPLE 5:

Advisory Committee of First Nation

This Schedule shall form part of the Tuition Agreement signed by the _____ School board (the "board") and the _____ First Nation.

1. As identified in Section ___ of this Tuition Agreement, the board shall establish an Advisory Committee on First Nation Issues to represent the interests of tuition fee First Nation pupils attending schools of the board pursuant to this Agreement..
2. The Advisory Committee on First Nation Issues shall provide advice, upon request by the Board regarding any issues related to the educational services provided by the Board to the First Nation pupils.
3. The Advisory Committee on First Nation Issues shall be composed of:
 - 3.1. as members:
 - 3.1.1. the First Nation Trustee of the Board,
 - 3.1.2. the First Nation representative appointed to SEAC
 - 3.1.3. the___ () First Nation Education Director/Counsellor/Manager, or designate,
 - 3.1.4. one (1) elementary and one (1) secondary school administrator of a school providing education to First Nation pupils,
 - 3.1.5. the Superintendent of Educational Services or designate (who shall also act as an administrative resource person to the Committee);
 - 3.1.6. other senior administration designates.
 - 3.2. as resource people:
 - 3.2.1. school personnel will be invited to attend meetings when appropriate.
 - 3.2.2. The Chairperson, or designated Trustee, of the _____ School Board and the Chief, or designated Councillor, of the First Nation will be invited to attend in Open and In-camera sessions of the Advisory Committee on First Nation Issues.
 - 3.2.3. The First Nation alternate representative appointed to SEAC.
 - 3.2.4. Other resource people, as the Committee deems appropriate.
4. The First Nation Trustee's term of office on the Advisory Committee on First Nation Issues shall be for the term of the Board. Non-political and community representatives may serve on the Advisory Committee on First Nation Issues for the duration of the Tuition Agreement, unless otherwise determined by the Board and the First Nation.
5. The members of the Advisory Committee on First Nation Issues shall:
 - 5.1. recognize the First Nation Trustee as Chair of the Committee.

- 5.2. nominate and/or elect the Co-Chairperson at the first meeting of each term.
 - 5.3. meet at the call of the Chair of the Advisory Committee on First Nation Issues with the locations to be agreed upon at the first meeting of each year.
 - 5.4. the decision of the Advisory Committee on First Nation Issues shall be through consensus.
 - 5.5. ensure that every vacancy on the Committee, occasioned by the death or resignation of a member, is filled by a qualified person as defined in section 3.1 who shall hold office for the unexpired portion of the term.
6. The role of the Advisory Committee on First Nation Issues is:
 - 6.1. to prepare reports and make recommendations, when necessary, based on its findings for presentation to the Board or through a verbal report from the First Nation Trustees, on matters regarding the development and/or implementation of programs, services and facilities, Board policies, and special services purchased through the Tuition Agreement with respect to tuition fee pupils
 - 6.2. to discuss specific initiatives related to Native Studies, Native language, student retention, alternative programs and cross-cultural education, resource acquisition.
 - 6.3. to respond to the Board on requests for advice and recommendations on any matters which the Board may present to the Committee.
 - 6.4. to consider acting as a body for the hearing of issues and concerns of tuition fee parents. Issues or concerns of individual pupils or board employees are not to be heard or considered by this Committee.
 - 6.5. to receive periodic reports from the First Nation and The Board regarding the status of various First Nation education issues.
 - 6.6. to periodically disseminate information from the First Nation and Board of Education regarding First Nation Education.
 7. The role of the Board is:
 - 7.1. to receive and consider for action, where feasible, all reports and recommendations submitted to it in writing by the Advisory Committee on First Nation Issues, and
 - 7.2. to seek the advice and recommendations of the Advisory Committee on First Nation Issues in the development of new policies or when amending existing policies of the Board which specifically affect tuition fee pupils.

COMMON TERMS AND ACRONYMS

This list supplements the definitions included in the "Sample Components of an Agreement" section of this Guide.

AANDC: Aboriginal Affairs and Northern Development Canada is one of the federal government departments responsible for meeting the Government of Canada's obligations and commitments to First Nations, Inuit and Métis, and for fulfilling the federal government's constitutional responsibilities in the North. AANDC's responsibilities are largely determined by numerous statutes, negotiated agreements and relevant legal decisions. Most of the Department's programs, representing a majority of its spending - are delivered through partnerships with Aboriginal communities and federal-provincial or federal-territorial agreements. AANDC also works with urban Aboriginal people, Métis and Non-Status Indians (many of whom live in rural areas) through the Office of the Federal Interlocutor. (This federal department was previously known as AANDC – Aboriginal Affairs and Northern Development Canada).

Band: Defined by the Indian Act, in part, as a "body of Indians ... for whose use and benefit in common, lands ... have been set apart." Each band has its own governing band council, usually consisting of a Chief and several councillors. Today, many bands prefer to be known as First Nations.

Band Council or First Nation Council: The band's governing body. Community members choose the Chief and Councillors by election, or through traditional custom. The band council's powers vary with each band.

BEA: Behaviour Expertise Amount, a component of the Ontario Special Education Grant

BOFF: Band-Operated Funding Formula

Chiefs of Ontario: A co-ordinating body for 133 First Nation communities located within the boundaries of the province of Ontario. The basic purpose of Chiefs of Ontario office is to enable the political leadership to discuss and to decide on regional, provincial and national priorities affecting First Nation people in Ontario and to provide a unified voice on these issues

Co-instructional activities: Activities other than instruction that support the operations of a school and enrich the school-related experiences of students. (Also known as extra-curricular activities.)

DSB: District school board

EDU: Ontario Ministry of Education - an abbreviation used by the Ministry

Elementary/Secondary Education Programs - AANDC: Includes all funding for instructional and support services for students residing on reserve, Inuit and Innu students. These include the provision of services in First Nations schools and the reimbursement of costs for on-reserve students attending provincial/private, independent and federal band-operated schools. It is expected that eligible students living on reserve be provided elementary/secondary education programs comparable to those that are required in provincial schools by the statutes, regulations or policies of the province in which the reserve is located. It is also expected that eligible students will receive a comparable education to other Canadians within the same province of residence, with similar education outcomes to other Canadians and with attendant socio-economic benefits to themselves, their communities and Canada.

Eligible Recipient: Elementary/Secondary Education is one of the essential services that is funded by AANDC for First Nation communities. AANDC arranges for the administration of the funding for these services with the Chiefs and Councils of recognized bands. Chiefs and Councils may choose to deliver all of the programs directly or share services with other First Nation communities in tribal/district councils or political/treaty organizations.

ELP: Early Learning Program. This is the Ontario Full-Day Early Learning Program for four and five year-olds which began its 5-year phase-in in September, 2010.

Elementary level: In Ontario this covers Junior Kindergarten to Grade 8. (See also Primary Division, Junior Division, and Intermediate Division).

EQAO: Education Quality and Accountability Office. An Ontario crown agency established in 1996 to measure and communicate the achievements of students, schools, and school boards, using province-wide assessments of students and other indicators.

First Nation: A term that came into common usage in the 1970's to replace the word "Indian", which many found offensive. The term "First Nation" has been adopted to replace the word "Band" in the names of communities.

First Nation Education Authority/ Department: A First Nation Education Authority or Department is comparable to a board of education. Many First Nations have an Education Authority or Department, which is responsible for administering education for the community. Its responsibilities may include hiring teachers and principals working the First Nation schools, determining the curriculum to be used in the schools, and negotiating tuition agreements with local provincially funded school boards when students have to leave the First Nation community to continue their elementary and/or secondary education.

GSN: Grants for Student Needs within the Ontario education funding model

HNA: High Needs Amount, a component of the Ontario Special Education Grant

IEP: Individual Education Plan - a special education plan developed for a student who requires specific services, supports and accommodations

Intermediate Division: In Ontario this covers Grades 7 to 10.

IPRC: Identification, Placement and Review Committee - committee made up of at least three individuals, at least one of whom is a principal or a supervisory officer, who decide whether individual students should be formally identified as exceptional and, therefore, requiring special education support.

JK: Junior Kindergarten

Junior Division: In Ontario this covers Grades 4 to 6.

OCT: Ontario College of Teachers. The Ontario College of Teachers establishes and implements standards for certification, teaching practice, and professional development. It also accredits faculties of education. OCT is self-regulating professional body, which may confer, suspend, or rescind the teaching certificates of its members.

OEN: Ontario Education Number – a number assigned to each student by the Ministry of Education to facilitate data collection.

OSR: Ontario Student Record

OSS: Ontario Secondary Schools, Grades 9 to 12: Program and Diploma Requirements, 1999.

OSSD: Ontario Secondary School Diploma

PIC: Parent Involvement Committee. Each school board is required to establish a Parent Involvement Committee which provides advice to the board.

Primary Division: In Ontario this covers Junior Kindergarten to Grade 3.

School Councils: Advisory bodies composed of parents, community members, and others with a mandate to provide advice to the school principal and the school board on certain matters.

SEA: Special Equipment Amount, a component of the Ontario Special Education Grant.

SEAB: Special Education Appeal Board. A committee established by a school board to hear an appeal of an IPRC decision, either for or against identifying a student as exceptional.

SEAC: Special Education Advisory Committee. A committee established by each school

board to monitor the board's special education programs, services, and plans. Membership of SEAC may include First Nation representation.

Secondary level: In Ontario this covers Grades 9 to 12. (See also Intermediate Division and Senior Division.)

Senior Division: In Ontario this covers Grades 11 and 12.

SEP: federal Special Education Program (SEP) - AANDC Ontario transfers funding for this program to First Nations based on nominal roll information and calculated through a formula.

SEPPA: Special Education Per Pupil Amount, a component of the Ontario Special Education Grant.

SET: Special Education Tribunal - a tribunal established by the Ministry of Education to hear appeals made by parents who disagree with the identification and/or placement decision made by a school board following a meeting of an Identification, Placement, and Review Committee, and a subsequent meeting with an appeal board. The appeal proceeds before the tribunal as a formal hearing between the parents and the school board.

SIP: Special Incidence Portion, a component of the Ontario Special Education Grant.

SK: Senior Kindergarten.

REFERENCES

A founding document in the development of this Resource Guide was the School Boards/First Nations – Tuition Agreements Resource Manual (1993/94). This predecessor guide was developed through a project jointly managed by the Ontario Public School Boards' Association and the Ontario Catholic School Trustees' Association (formerly Ontario Separate School Trustees' Association) and funded by the Ministry of Education. The following references informed the content of this original resource manual:

Assembly of First Nations, *Tradition and Education, Towards a Vision of our Future, Volume One*

Assembly of First Nations, *Indian Control of Indian Education*

Union of Ontario Indians, *First Nations Education Self-Governance*

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Ministry of Education and Training, *Education and Funding in Ontario*

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The following further informed this current resource guide:

Assembly of First Nations, *First Nations Control of First Nations Education* (2010)

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Aboriginal Affairs and Northern Development Canada, *Special Education Guidelines* (February 2011)

Good Governance: A Guide for Trustees, School Boards, Directors of Education and Communities (2010) developed by the four Ontario School Board Associations and Council of Ontario Directors of Education, partner organizations of the Ontario Education Services Corporation, with support and funding from the Ontario Ministry of Education.

Lower Mainland Treaty Advisory Committee, *Building Relationships with First Nations: A Handbook for Local Governments*. (2003)

Ogemawahj Tribal Council, *Tuition Agreement/Education Services Contract Development Guidebook - A First Nations Resource*. (2005)

Ontario Publications, *Ontario First Nation, Métis, and Inuit Education Policy Framework*. (2006)

United Nations Convention on the Rights of the Child

United Nations Declaration on the Rights of Indigenous Peoples

APPENDIX 1

TIPS FOR SUCCESSFUL EDUCATION SERVICES AGREEMENTS

PART A: STRONG RELATIONSHIPS

Education Services Agreements reflect the relationship between the First Nation community and the school board. It is important to lay the groundwork early for an ongoing relationship.

Relationships begin with the First Nation and the school board exploring the common ground of ensuring that First Nation students have the best possible educational opportunities. Recognition of similarities and common goals provides a basis for dealing with differences when they arise.

Expectations that each party has of the other should be reasonable and built on an assumption of the equality of their roles.

Having clear and regular channels of communications is essential. Open and honest dialogue will promote awareness and understanding. The parties' actions will be based on mutual knowledge and not on an assumption of the other's interests, perspectives, motivating factors or values.

It is important that each party is patient with the other's decision making and approvals processes. There are certain to be differences and developing an understanding of the other party's governance and administration process is vital.

Protocol is a valuable tool in building respectful relationships. Protocol allows each side to display the symbols of its history and values, and it allows each side to demonstrate its respect for the history and values of the other. Protocol also allows each side to display its leaders and to acknowledge the position of leaders on the other side. Protocol prevents surprises, including unintended omissions or insults, and so provides predictability. Mutual respect for protocol is a mark of mutual respect between the parties and helps to lay the foundation for a strong relationship.

In strong relationships the parties consider the impact of their actions on each other and work to ensure that their actions demonstrate respect for the interests, perspectives and values of others. This is fundamental to building a culture of trust between the parties.

Each school board has a unique culture and its own policies and practices. Each First Nation community is unique in its history, culture and traditions. Observance of cultural traditions will vary from community to community and should be respected.

PART B: CONSIDERATIONS FOR THE NEGOTIATION PROCESS

The following was included in the 1993-94 Tuition Agreement Resource Guide and was excerpted from an early report by Roberta Jamieson who is currently CEO and President of the National Aboriginal Achievement Foundation. She was writing to address the advantages of the negotiation process as a means of resolving land claims issues over litigation. However, her thoughts apply generally to situations where discussions are to be held between the various levels of government and First Nations.

Eyes-Open Entry Into the Process:

It is essential that any parties entering into issue resolution fully realize the nature, significance and opportunities available in the negotiation to which they commit themselves. Sometimes a principal reason that progress does not meet earlier expectations is that the parties have not appreciated the nature and the significance of the negotiation efforts to which they have committed themselves.

Determining What Aspects of an Issue Can be Resolved:

Before agreeing to negotiate, each party should examine its position on the issue to determine if it has room for compromise, or if its position involves fundamental principles which it feels it must maintain. In the latter case, perhaps a party can identify aspects of an issue which it can negotiate, or can agree to negotiate interim arrangements which do not prejudice a more permanent accommodation.

Instructions to Representatives:

Effective representation in issue resolution means that a party's representatives and officials must have fundamental knowledge of the process in which they are involved, the purpose and responsibility of the facilitating instrument, and how issues come to be resolved. This means that representatives of a party:

- Must be given current instructions appropriate to the situation on which to base their participation and which are not in conflict with new policy initiatives and statements made at the highest levels;
- Must be given instructions which are flexible enough to permit compromise
- Must be knowledgeable about the issues, their history, and their dynamics;
- Must have sufficient time allotted to prepare adequately for negotiations.

Resolutions Must be Given Priority Status:

The parties must indicate to their negotiators that resolution of the issue is a priority and that they are committed to achieving resolution.

Negotiators Must Have Access to Decision-Makers:

Good results come when negotiators accept the challenge of negotiations dealing with unexplored areas for which no policy exists, and when they have the courage to see an open door as an opportunity to step into the future free of the burdens of the past. However, if there is not access to decision-makers or an unwillingness to be creative,

officials tend to respond with a reluctance or embarrassment which withers any confidence that there are prospects for change.

Special Selection of Officials is Required:

Successful participation is more likely if prerequisites for selection of an official include sensitivity, special experience or skills required for complex cross-cultural negotiations. No official should be caught in the position of being required to uphold and justify current policies regarding delivery of ongoing programs while simultaneously designing creative and fresh new approaches.

Good results come from negotiators and representatives who bring special qualities to the negotiating table, persons who have a hard-working approach to difficult assignments, persons familiar with the art of the possible, persons who are open-minded, creative, frank, and honest.

Dynamism and Creativity are Prerequisites

If the commitment expressed by the parties to an issue is to be manifested, each party should select a dynamic team of representatives for issue resolution who can bring fresh enthusiasm to negotiations.

A Positive Attitude is Required

Good results depend upon representatives arriving at the table with the expectation that the issues under consideration can and will be resolved, and with an attitude that achieving resolution – not merely keeping the discussion going – is of high priority and importance to them. A willingness to meet and talk as often as requested is admirable, but it is no substitute to substantive negotiations.

A Willingness to Search for Solutions Must Be Exhibited:

Good results mean shifting attitudes from confrontation or condescension to constructive problem-solving. Attitudes helpful to success include a willingness to search together for means through which all parties can be accommodated in moving at the speed and in the direction that they wish.

Accepting a New Relationship:

Parties entering into facilitated negotiations must adopt new attitudes toward each other. Governments accustomed to considering First Nations as client groups must accept them as equals at the negotiating table. First Nations considering governments as historically-fixed obstacles to achieve their goals must accept them as willing participants in a mutual search for a solution.

Separate Negotiating and Adversarial Roles:

An issue resolution in which the parties meet each other as equals seeking a solution by constructive cooperation may be damaged if the participants meet each other in a where they are obliged to assume adversarial roles. To maintain the necessary atmosphere of mutual trust and respect which is necessary for cooperative resolution of an issue, the parties might agree upon ground-rules which provide for different sets of

officials to be involved in each forum and to other wise take steps to control external circumstances which might impact adversely on the organization.

Assuming Responsibility for Maintaining Integrity and Credibility:

An important point for all parties participating in facilitated negotiations to remember is that the burden of maintaining their respective integrity and the credibility of the negotiation process rests with the parties themselves, not with the facilitating instrument.

Adoption of Work Plans for Action:

When an agreement is reached to enter into any negotiations, the parties may wish to agree upon a complementary work plan which sets out parameters, objectives, process, responsibilities and a time frame.

The Value of Intensive Effort:

When negotiations are allowed to stretch over an undefined period of time the energy and commitment of the parties can dissipate. Over time, circumstances change: dynamics are altered; the issues take on a different character; agreements made at the beginning go stale. Rekindling the negotiations becomes increasingly difficult.

Rather than scheduling negotiations infrequently over a lengthy period of time, the parties should consider commitments to intensive negotiations within a tight time frame.

Adequate Resources:

In the process of deciding upon their work plan, the parties should determine if they have sufficient human and fiscal resources to devote to its timely completion. Where First Nation participants do not have sufficient resources to participate fully, it may be necessary for other parties to assist in providing additional resources.

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ONTARIO PUBLIC
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