

## **MASTER EDUCATION AGREEMENT**

**BETWEEN:**

**THE ANISHINABEK FIRST NATIONS**  
**(the “Anishinabek First Nations”)**

**- AND -**

**THE KINOOMAADZIWIN EDUCATION BODY**  
**(the “KEB”)**

**- AND -**

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO**  
**as represented by the Minister of Education**

**(“Ontario”)**

**(collectively, the “Parties”)**

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## PREAMBLE

1. WHEREAS Ontario acknowledges that the Anishinabek First Nations have negotiated and ratified the Anishinabek Nation Education Agreement with Canada recognizing Anishinabek First Nation law-making power and authority over education for junior kindergarten to grade 12;
2. AND WHEREAS the Parties acknowledge that, under the Anishinabek Nation Education Agreement, the Anishinabek First Nations agreed to work in cooperation with the Province of Ontario to ensure that matters of mutual interest in education, including the subjects of standards and transferability, are practically addressed;
3. AND WHEREAS Ontario acknowledges that the Anishinabek First Nations have ratified the Education Fiscal Transfer Agreement that commits Canada to continue to provide federal funding in support of the Anishinabek Nation Education Agreement;
4. AND WHEREAS the Parties acknowledge that the Anishinabek First Nations are self-governing in education for junior kindergarten to grade 12;
5. AND WHEREAS the Anishinabek First Nations and Ontario signed a Memorandum of Understanding in November 2009 committing the Parties to meet on a regular basis to discuss and collaborate on the common educational issues related to the establishment and implementation of the Anishinabek Education System;
6. AND WHEREAS the Anishinabek First Nations and Ontario signed the Master Education Framework Agreement in November 2015 setting out the objectives, scope, principles, and processes for the conduct of the negotiation of this Agreement;
7. AND WHEREAS Ontario is committed to reconciliation in partnership with Indigenous Peoples;

8. AND WHEREAS the Parties will nurture and foster student success and well-being through knowledge sharing and respect for Bimaadziwin and Kendaaswin;
9. AND WHEREAS the Parties are committed to continuing the relationship based on mutual respect, recognition, collaboration, and clarity on roles and responsibilities for education;
10. AND WHEREAS the collaboration of Anishinabek First Nations, Ontario and Canada is important in assisting the Anishinabek First Nations to realize their objectives in the areas of education from junior kindergarten to grade 12.

NOW, THEREFORE, the Parties agree as follows:

## Part 1: Definitions and Interpretation

### Definitions

1.1 The following definitions apply in this Agreement:

“Agreement” means this Master Education Agreement, including the attached Schedules as described in Part 18 of this Agreement;

“Anishinabek Education System” means the system described in Part 5: of this Agreement as established under the Anishinabek First Nation education laws;

“Anishinabek First Nations” means the First Nations that are signatory to the Anishinabek Nation Education Agreement and this Agreement;

“Anishinabek Education System Graduation Diploma” means the document demonstrating the successful completion of the diploma requirements as set out by the Anishinabek First Nations;

“Bimaadziwin” means Anishinabek histories, cultures, perspectives, languages, and contributions;

“Data and Information Sharing Agreement” means the agreement described in Part 8: of this Agreement and does not form part of this Agreement;

“*Education Act*” means the *Education Act*, RSO 1990, c E.2;

“Education Services Agreement” means an agreement made pursuant to sections 185 or 188 of the *Education Act*;

- “Effective Date” means the date that the Anishinabek Nation Education Agreement comes into legal effect under federal legislation;
- “Joint Master Education Agreement Committee” means the committee established by the Parties and as described in Part 5: of this Agreement;
- “Kendaaswin” means traditional Anishinaabe knowledge passed down from one generation to the next through ceremonial teachings;
- “Kinoomaadziwin Education Body” means the entity, or its successor, described in Part 5: of this Agreement as established under the Anishinabek First Nation education laws;
- “Local Education Authority” means the entity, or its successor, described in Part 5: of this Agreement as established under the Anishinabek First Nation education laws;
- “Multi-Year Action Plan” means the plan described in Part 10: of this Agreement and does not form part of this Agreement;
- “Ontario Secondary School Diploma” means the document demonstrating the successful completion of the diploma requirements for graduation as set out by the Ontario Minister of Education;
- “Provincially-Funded Education System” means the decentralized system that includes the Government of Ontario, as represented by the Minister of Education, and School Boards, and as described in sections 5.15 to 5.17 of this Agreement;
- “School Board” means a provincially-funded “board” as defined in section 1(1) of the *Education Act*; and
- “Transfer Payment Agreement” means the agreement described in Part 11 of this Agreement and does not form part of this Agreement.

### Interpretation

#### 1.2 In this Agreement,

- (a) headings or subheadings are for convenience only, and do not form a part of this Agreement, and in no way define, limit, alter, or enlarge the scope or meaning of any provision;

- (b) a reference to a law includes any portion of that law and every amendment to it, every regulation or any portion of the regulation, and any order made under it and any law enacted in substitution, or in replacement of it;
- (c) any reference to a directive includes any portion of that directive, every amendment to it or any replacement of it;
- (d) unless otherwise clear from the context, wherever the singular is used, it will include the plural, and the use of the plural includes the singular;
- (e) unless otherwise clear from the context, the use of the word “including” means “including, but not limited to”, and the use of the word “includes” means “includes, but is not limited to”;
- (f) unless otherwise clear from the context, a reference to part, section, subsection, schedule or appendix refers to a part, section, subsection or appendix of this Agreement;
- (g) the word “or” is used in its inclusive sense, such that, depending on the context, it could mean A or B, it could also mean A as well as B but not C, and it could also mean A as well as B as well as C, and the word “and” is used in its joint sense meaning A and B and C but not any alone;
- (h) the word “will” denotes an intention that, unless this Agreement provides to the contrary, will be carried out as soon as practicable once the relevant time becomes of the essence and “may” is permissive; and
- (i) unless otherwise clear from the context, a reference to a specific program, service, support, or similar document or activity includes any program, service, support, document or activity established in substitution or in replacement of it.

## Part 2: Shared Vision

- 2.1 Our vision is a new relationship between the Anishinabek First Nations and Ontario that supports Anishinabek student success and well-being in the

**Anishinabek Education System and Provincially-Funded Education System.**

**Part 3: Objectives**

**3.1 The objectives of this Agreement are to:**

- (a) realize the shared vision for student success and well-being that addresses physical, mental, emotional, and spiritual well-being;
- (b) enhance the collaboration among the Anishinabek First Nations, the Kinooaadziwin Education Body, Ontario and School Boards;
- (c) enhance opportunities for the engagement and participation of students, families, and communities to support student success and well-being;
- (d) increase knowledge and understanding of Bimaadziwin, Kendaaswin and Anishinaabe languages in Anishinabek First Nations' schools and schools in the Provincially-Funded Education System;
- (e) facilitate the transition of students between Anishinabek First Nations' schools and schools in the Provincially-Funded Education System; and
- (f) establish a process to collaborate on and monitor the ongoing alignment of standards between Anishinabek First Nations' schools and the Provincially-Funded Education System.

**Part 4: Principles of the Relationship**

**4.1 The Parties will conduct themselves as full and equal partners so as to promote and demonstrate:**

- (a) ongoing cooperation and collaboration;
- (b) open communication; and
- (c) good faith and mutual respect.

**4.2 No legal obligations are created by section 4.1.**



- 4.3** The Parties recognize and respect the various roles and responsibilities of the educational entities established under the laws of the Anishinabek First Nations and the laws of Ontario.

#### **Part 5: The Education Systems and Their Relationship**

- 5.1** This Part describes the Anishinabek Education System and the Provincially-Funded Education System for the purpose of establishing and maintaining relationships.

##### **The Anishinabek Education System**

- 5.2** The Anishinabek Education System is established by Anishinabek First Nations education laws pursuant to the Anishinabek Nation Education Agreement.
- 5.3** The Anishinabek Education System includes the Anishinabek First Nations, the Local Education Authorities, the Regional Education Councils and the Kinoomaadziwin Education Body.
- 5.4** The current structure of the Anishinabek Education System is set out in Schedule B. The structure of the Anishinabek Education System may change over time.

##### **The First Nations**

- 5.5** Under Anishinabek First Nation education laws, each Anishinabek First Nation:
- (a) is responsible to deliver or ensure the delivery of education programs and services to its members on-reserve; and
  - (b) may establish a Local Education Authority to support its exercise of law-making power and other authority under the Anishinabek Nation Education Agreement. The powers, duties, functions, roles, and composition of the Local Education Authority will be determined by that First Nation.

**Regional Education Councils**

- 5.6 Under Anishinabek First Nations education laws, the Anishinabek First Nations may establish Regional Education Councils to support the coordination and delivery of education on-reserve and relationships with adjacent School Boards.**
- 5.7 The Regional Education Councils provide a regional forum for Anishinabek First Nations to provide input to the Kinoomaadziwin Education Body and to address regional education issues on:**
- (a) the development and implementation of the Anishinabek Education System curriculum for the Anishinabek First Nations including the development or selection of materials;**
  - (b) the development of Anishinabek Education System curriculum and resources for the delivery of Anishinaabe culture and language programs;**
  - (c) the development and maintenance of school, teacher, and student assessment tools and reporting mechanisms for Anishinabek First Nations' schools;**
  - (d) the establishment of Anishinabek Education System-wide standards for classroom practices, educational programs, and school effectiveness;**
  - (e) Education Services Agreements, including the development of template policies regarding the negotiation and administration of Education Services Agreements;**
  - (f) the development, coordination and administration of policies, procedures, and practices regarding the employment, professional development and performance evaluation of education staff;**
  - (g) local school administration and programs such as:**
    - (i) school year calendars;**
    - (ii) codes of student behaviour;**

- (iii) program priorities;
- (iv) class size;
- (v) programs and strategies to improve school performance and student achievement;
- (vi) parents, caregivers, families and community engagement; and
- (vii) the selection of personnel;
- (h) the development and administration of education policies for the Anishinabek First Nations;
- (i) the development and administration of policies and procedures for the Anishinabek Education System;
- (j) the development and administration of policies and procedures regarding health and safety in schools;
- (k) homeschooling; and
- (l) the supervision of Anishinabek First Nations' schools and education programs.

**5.8 The powers, duties, functions, role, and composition of any Regional Education Council and its relationship to the Anishinabek First Nations and the Kinoomaadziwin Education Body are determined by the Anishinabek First Nations comprising the region and may change over time.**

**5.9 Each Regional Education Council is responsible to the Anishinabek First Nations comprising the region and may change over time.**

#### **The Kinoomaadziwin Education Body**

**5.10 The Kinoomaadziwin Education Body is a statutory corporation established by the Anishinabek First Nations to support First Nation delivery of education programs and services. The Kinoomaadziwin Education Body's Board of Directors is comprised of three representatives from each Regional Education Council.**

**5.11 The role of the Kinoomaadziwin Education Body under the Anishinabek First Nations' education laws is:**

- (a) the receipt, administration, accountability, and distribution of the transfer payment from Canada under the Education Fiscal Transfer Agreement;**
- (b) the administration of funding agreements between itself and the Anishinabek First Nations for the delivery of education programs and services;**
- (c) the establishment of policies and guidelines relating to the operation of the Anishinabek Education System;**
- (d) the development and implementation of conditions regarding the granting of diplomas and certificates by Anishinabek First Nations' schools;**
- (e) the establishment and maintenance of a repository of Anishinabek First Nations' education laws;**
- (f) the central liaison with Ontario regarding education matters; and**
- (g) to carry out any other powers, duties and functions delegated by the Anishinabek First Nations.**

**5.12 The Kinoomaadziwin Education Body is the coordinating body for the following activities with a view to ensuring operational compatibility within the Anishinabek Education System:**

- (a) the development and implementation of Anishinabek Education System curriculum for Anishinabek First Nations including the development or selection of materials;**
- (b) the development of Anishinabek Education System curriculum and resources for the delivery of Anishinabe culture and language programs;**
- (c) the development and maintenance of school, teacher, and student assessment tools and reporting mechanisms for Anishinabek First Nations' schools;**

- (d) the establishment of Anishinabek Education System-wide standards for classroom practices, educational programs, and school effectiveness;**
- (e) the development of template policies regarding the negotiation and administration of Education Services Agreements;**
- (f) supporting the negotiation of Education Services Agreements;**
- (g) the development, coordination, and administration of policies, procedures, and practices regarding the employment, professional development and performance evaluation of education staff;**
- (h) the provision of a forum to discuss and address issues of relevance and importance with regard to education, as well as economies of scale;**
- (i) providing advice to Anishinabek First Nations on local school administration and programs such as:**
  - (i) school year calendars;**
  - (ii) codes of student behaviour;**
  - (iii) program priorities;**
  - (iv) class size;**
  - (v) programs and strategies to improve school performance and student achievement;**
  - (vi) parents, caregivers, families and community engagement; and**
  - (vii) the selection of personnel;**
- (j) the development and administration of policies and procedures for the Anishinabek Education System;**
- (k) the development and administration of policies and procedures regarding safety in Anishinabek First Nations' schools ;**

- (l) the supervision of Anishinabek First Nations' schools and education programs;
- (m) homeschooling; and
- (n) the establishment and maintenance of an education information system for collecting, storing, sharing, and using data and information related to the implementation of the Anishinabek Nation Education Agreement.

**5.13** The powers, duties, functions, roles, and composition of the Kinoomaadziwin Education Body are determined by the Anishinabek First Nations and may change over time.

**5.14** The Kinoomaadziwin Education Body is responsible to the Anishinabek First Nations.

#### The Provincially-Funded Education System

**5.15** The Provincially-Funded Education System is a decentralized system that includes the Government of Ontario, as represented by the Minister of Education, and School Boards.

**5.16** The *Education Act* and its regulations provide the legislative framework for the provision of education in the Provincially-Funded Education System by setting out the legal duties and powers of the Minister of Education and School Boards.

**5.17** With the assistance of the Ministry of Education, the Minister of Education, among other things:

- (a) administers the provincial statutes and regulations that concern education, including the regulations that set the fees to be charged in respect of First Nation pupils attending schools operated by School Boards under Education Services Agreements;
- (b) develops curriculum and standards for reporting student achievement;
- (c) sets policies and guidelines for School Board officials, such as trustees, directors of education, and principals;

- (d) establishes requirements for student diplomas and certificates, such as the Ontario Secondary School Diploma;
- (e) provides funding to School Boards for academic instruction and building and maintaining schools; and
- (f) provides funding to other parties to further Ontario's goals and objectives.

### Roles and Responsibilities of School Boards

5.18 School Boards are established under the *Education Act* as statutory corporations.

5.19 School Boards directly operate schools and provide education services, among other things. In carrying out their duties and powers, School Boards are responsible for:

- (a) establishing School Board policy and practices that comply with the *Education Act*, regulations, and policy documents, including policy/program memoranda;
- (b) monitoring school compliance with the *Education Act*, regulations, and policy documents, including policy/program memoranda;
- (c) providing appropriately qualified staff;
- (d) providing professional development opportunities for staff;
- (e) providing reports to the Ministry of Education as required; and
- (f) providing a process for the identification and placement of students with special education needs in accordance with the regulations and policies established under the *Education Act*.

5.20 School Boards may enter into Education Services Agreements to:

- (a) provide education services to First Nation students; or
- (b) pay a fee for students living within the jurisdiction of the School Board to attend schools operated by First Nations.

## **Part 6: Relationship Between the Parties**

### **How the Parties Will Engage with Each Other**

- 6.1 The Parties will each identify one representative as a contact person to work cooperatively to identify the appropriate level of engagement on educational issues and matters that arise as a result of implementation of this Agreement that are:**
- (a) not covered by the Joint Master Education Agreement Committee; or**
  - (b) not otherwise addressed in this Agreement, a Multi-Year Action Plan or a Data and Information Sharing Agreement.**

### **Connections Between the Anishinabek Education System and the Provincially-Funded Education System**

- 6.2 The Kinoomaadziwin Education Body and Ontario will encourage and facilitate collaboration between the Anishinabek First Nations and School Boards to support the implementation of this Agreement and matters related to this Agreement.**
- 6.3 The Kinoomaadziwin Education Body and Ontario will encourage and facilitate working relationships between Regional Education Councils and Ministry of Education regional offices, including collaboration regarding school inspections.**

### **Joint Master Education Agreement Committee**

- 6.4 The Parties will establish and maintain a Joint Master Education Agreement Committee.**
- 6.5 The Joint Master Education Agreement Committee is a forum for dialogue and cooperative action between the Parties in the implementation of this Master Education Agreement.**
- 6.6 The Joint Master Education Agreement Committee will:**
- (a) meet at least 3 times per year or more often as required;**



- (b) establish processes, procedures and rules to carry out the operations and activities of the Committee;
- (c) identify successful practices in education program service and delivery and encourage their implementation through the Master Education Agreement process;
- (d) monitor, assess and provide recommendations on any adjustments to the Multi-Year Action Plan;
- (e) provide advice and recommendations to the Parties on the Multi-Year Action Plan;
- (f) oversee and monitor implementation of the Transfer Payment Agreement;
- (g) review and approve joint proposal based activities funded under the Transfer Payment Agreement;
- (h) provide advice to the Parties on any amendments to the Transfer Payment Agreement;
- (i) provide advice to the Parties on funding requirements and distribution of funding in subsequent Transfer Payment Agreements;
- (j) identify any implementation issues and jointly provide advice and recommendations to the Parties on these issues;
- (k) attempt to resolve issues informally to prevent or minimize disputes;
- (l) ensure that an annual written update on the implementation of this Agreement is prepared and submitted to the Parties;
- (m) provide recommendations on any amendments to this Agreement; and
- (n) address any other matters agreed to by the Parties.

6.7 Participation on the Joint Master Education Committee may need to change over time; therefore the composition of this committee will be set out in the Multi-Year Action Plan.

- 6.8 Each Party is responsible for its own costs of participation on the Joint Master Education Agreement Committee.**

## **Part 7: Education Arrangements**

### **General Undertakings**

- 7.1 The Parties will undertake ongoing collaboration and joint activities to promote the achievement of the objectives of this Agreement and carry out the obligations set out in Part 6.**
- 7.2 The Parties will negotiate a Multi-Year Action Plan every 3 years setting out activities to support the implementation of this Agreement.**

### **Student Success, Well-Being and Transitions**

- 7.3 The Parties agree to ongoing collaboration, engagement and actions to promote student success, well-being and transitions.**
- 7.4 The Parties will foster an environment and support capacity and resources to enable school improvement and effectiveness.**
- 7.5 Without limiting the generality of section 7.3 and 7.4, the Parties will:**
- (a) establish protocols and support arrangements for student transitions between and into Anishinabek First Nations' schools and schools in the Provincially-Funded Education System;**
  - (b) establish protocols with respect to orientation and support arrangements to enable parents, caregivers, families and communities to better support student transitions between Anishinabek First Nations' schools and schools in the Provincially-Funded Education System;**
  - (c) facilitate protocols and support arrangements for the continuity of on-reserve student-focused health and social services when transitioning to schools in the Provincially-Funded Education System;**
  - (d) support the coordination of and facilitate access to provincially-funded school and community-based social services, including child**

and youth mental health and addictions support services for Anishinabek students attending schools in the Provincially-Funded Education System through an Education Service Agreement; and

- (e) promote access to, adaptation and development of student success, pathways and well-being programs and initiatives that are inclusive of the Anishinabek perspective on student success and well-being.
- 7.6 The Parties will develop guidelines for special education for Anishinabek First Nations and School Boards with respect to:
- (a) assessment and identification of special education needs, and access to special education programs and services, including school health support services that are required in order for children and youth to be able to attend school, participate in school routines, and receive instruction in Anishinabek First Nations' schools, schools in the Provincially-Funded Education System and alternative learning settings;
  - (b) parental and Anishinabek First Nation engagement in the assessment and identification process and provision of services;
  - (c) communication, information sharing, transition planning and protocols; and
  - (d) any other matters agreed to by the Parties.
- 7.7 The Parties will work towards aligning the provision of special education programs, services, and equipment in both Anishinabek First Nation and schools in the Provincially-Funded Education System and will foster communication, and support Anishinabek First Nation participation in the development of recommendations to inform special education plans and the work of Special Education Advisory Committees.
- 7.8 The Parties will foster an environment and support capacity and resources for adult education including secondary school diploma completion and postsecondary preparation programs.

## Education Standards

- 7.9** The Parties recognize that system-wide standards will be maintained by the Anishinabek Education System and the Provincially-Funded Education System.
- 7.10** The Parties will collaborate on the ongoing alignment of system-wide standards and processes, including transition planning, between the Anishinabek Education System and the Provincially-Funded Education System so as to facilitate the transfer of students and communications, between Anishinabek First Nations' schools and School Boards.
- 7.11** The education standards and processes to facilitate the transfer of students between Anishinabek First Nations' schools and School Boards include:
- (a) learning programs:
    - (i) full day early learning program;
    - (ii) Anishinabek Education System and Ontario learning expectations for grades 1 to 12;
    - (iii) student assessment and evaluation including report cards and secondary school graduation requirements;
    - (iv) promotion from grade 8 to grade 9;
    - (v) student transcripts; and
    - (vi) prior learning assessment review;
  - (b) special education:
    - (i) alignment and definitions of categories of exceptionalities;
    - (ii) assessments;
    - (iii) identification, placement and review;
    - (iv) supports and services for students in need of special education programs and services;

- (v) individual education plans; and
- (vi) accommodation, modification and alternative expectations;
- (c) healthy schools, including anaphylaxis policies and practices;
- (d) safe schools:
  - (i) behaviour, discipline and safety of pupils, including progressive discipline policies and practices;
  - (ii) bullying prevention and intervention;
  - (iii) programs for students on long term suspension; and
  - (iv) programs for expelled and vulnerable students; and
- (e) other matters agreed to by the Parties.

#### **Ontario Education Number**

**7.12 An Ontario Education Number will be assigned to students attending Anishinabek First Nations' schools.**

#### **Culture and Languages**

**7.13 In the spirit of reconciliation and reciprocity, the Parties are committed to supporting the advancement of Bimaadziwin in learning environments, professional and leadership development, and educational resources.**

**7.14 The Parties will promote School Board access to:**

- (a) Anishinabemowin language classes for students attending schools in the Provincially-Funded Education System;
- (b) fluent Anishinabemowin language instructors recognised by the Anishinabek Education System;
- (c) fluent Anishinabemowin language teachers recognised by the Ontario College of Teachers; and
- (d) Anishinabemowin language resources.

- 7.15 The Parties will promote access to Anishinabek First Nation education resources by:**
- (a) establishing processes between the Anishinabek Education System and the Provincially-Funded Education System for awareness, access, and dissemination of resources, including:**
    - (i) Anishinabemowin curriculum and resources;**
    - (ii) Anishinaabe Elders and teachers; and**
    - (iii) Anishinabek First Nations and local history, culture, and traditional knowledge;**
  - (b) developing guidelines regarding agreements for accessing and sharing Anishinabek First Nations education resources, including:**
    - (i) costs of sharing resources and honorariums; and**
    - (ii) intellectual property issues including ownership, use, and sharing of protected materials.**
- 7.16 The Anishinabek First Nations will share and maintain a list of experts in Anishinabek culture, language, education and governance, and a list of resources with Ontario and School Boards.**

### **Curriculum Development**

- 7.17 The Parties will support collaboration in curriculum development and review processes, including:**
- (a) engagement and representation; and**
  - (b) access to information and research related to curriculum development.**
- 7.18 The Parties will support and promote access to:**
- (a) implementation materials, training opportunities, and resources supports, including electronic and print resources; and**
  - (b) technology enabled learning and teaching.**

- 7.19 The Parties will coordinate and support the development, central approval, and province-wide access to locally developed and interdisciplinary courses that integrate Bimaadziwin and Kendaaswin.
- 7.20 The Parties will establish a process to support course development capacity within the Anishinabek Education System.

#### **Professional and Leadership Development**

- 7.21 The Parties agree that professional development and leadership at all levels of the education system are foundational to student success and school effectiveness.
- 7.22 The Parties will provide opportunities and resources for Anishinabek Education System educators, administrators and elected and appointed officials to engage and participate in professional learning and leadership initiatives.
- 7.23 The Parties will facilitate the sharing of knowledge, expertise and tools of the Anishinabek Education System and the Anishinabek First Nations, in Provincially-Funded Education System professional development and leadership initiatives.
- 7.24 The Parties will facilitate the sharing of knowledge, expertise, and tools of the Provincially-Funded Education System in Anishinabek Education System professional development and leadership initiatives.

#### **Enhanced Engagement and Relationships**

- 7.25 The Parties agree that enhanced student, parent, caregiver, family, and community engagement is important to achieve the objectives of this Agreement.
- 7.26 To this end, the Parties will identify and promote opportunities to foster student, parent, caregiver, family, and community engagement with School Boards, school councils, parent involvement committees, and advisory bodies.

**Anishinabek Education System and School Board Relationships**

**7.27 The Parties will foster a collaborative and mutually supportive relationship between the Anishinabek Education System and School Boards.**

**7.28 The Parties will establish and maintain guidelines for the development and implementation of Education Services Agreements that:**

- (a) support student success;**
- (b) support student well-being;**
- (c) recognize that Anishinabek First Nations are self-governing for the purposes of education; and**
- (d) establish an education partnership between the Anishinabek First Nations and School Boards.**

**7.29 The guidelines will include:**

- (a) objectives of Education Services Agreements;**
- (b) roles and responsibilities of the Anishinabek Education System and Provincially-Funded Education System structures;**
- (c) negotiation of Education Services Agreements, including:**
  - (i) parties;**
  - (ii) principles;**
  - (iii) processes; and**
  - (iv) timelines;**
- (d) content of the Education Service Agreement, including:**
  - (i) objectives or opening statements;**
  - (ii) definitions and interpretation;**
  - (iii) term of the agreement;**



- (iv) Anishinabek First Nations and School Board relations:**
- 1. communication protocol;**
  - 2. transition planning;**
  - 3. consent processes,**
  - 4. First Nation trustees; and**
  - 5. participation on committees;**
- (v) engagement activities for:**
- 1. students, parents, caregivers, families, and community; and**
  - 2. First Nation advisory committee;**
- (vi) programs, services and equipment that may be provided, including:**
- 1. Anishinabemowin language and culture programs;**
  - 2. student well-being;**
  - 3. special education; and**
  - 4. extended day programs;**
- (vii) professional development;**
- (viii) sharing education resources, including:**
- 1. process for accessing resources;**
  - 2. costs of sharing resources;**
  - 3. honorariums; and**
  - 4. treatment of intellectual property;**
- (ix) staffing paid for in whole or in part by the First Nation;**

- (x) school environment;
  - (xi) transportation;
  - (xii) extra-curricular activities;
  - (xiii) access to school facilities;
  - (xiv) fees payable under Education Service Agreements:
    - 1. methods and principles to determine fees payable;
    - 2. responsibilities for fees;
    - 3. administration and payment of fees;
    - 4. invoicing and payment schedule; and
    - 5. interest and penalties;
  - (xv) communications;
  - (xvi) research and public reporting;
  - (xvii) reporting and accountability requirements;
  - (xviii) implementation, monitoring, and evaluation;
  - (xix) processes for resolving disputes; and
  - (xx) processes for amending Education Service Agreements; and
- (e) template agreements.

### **Granting of Diploma**

- 7.30 The Anishinabek First Nations intend to grant Anishinabek Education Graduation Diplomas to eligible students in the Anishinabek Education System.**
- 7.31 The Parties will consider options for the development, granting and recognition of the Anishinabek Education System Graduation Diploma.**

## **Part 8: Data and Information Sharing**

- 8.1 The Parties will negotiate and maintain a Data and Information Sharing Agreement to further the objectives of the Master Education Agreement.**
- 8.2 The Parties will work to ensure the collection and sharing of data related to Anishinabek students in the Provincially-Funded Education System and the Anishinabek Education System.**
- 8.3 The Data and Information Sharing Agreement will include:**
- (a) the purpose of the Data and Information Sharing Agreement;**
  - (b) the process and responsibilities of each of the Parties;**
  - (c) provisions governing the sharing of data and information including: ownership, stewardship, and legal obligations;**
  - (d) the types of data and information to be exchanged;**
  - (e) the collection and acquisition of data and information;**
  - (f) confidentiality;**
  - (g) data management, including information management, retention schedule, security, access, and disclosure;**
  - (h) the dissemination, reporting, and sharing processes;**
  - (i) the use and reporting of data and information, including limitations and restrictions on use;**
  - (j) a dispute resolution procedure;**
  - (k) an amendment procedure; and**
  - (l) any other matters agreed to by the Parties.**
- 8.4 Neither Party is required to disclose information that is required to be withheld under law nor that may be withheld under a privilege at law.**

## **Part 9: Research**

### **Research by the Parties**

- 9.1 The Parties may conduct research on matters related to this Agreement.
- 9.2 If a Party intends to conduct research on matters related to this Agreement, that Party will provide written notice to the other Parties. Such notice will include;
- (a) subject matter;
  - (b) purpose, scope and content of research;
  - (c) sources used;
  - (d) intended distribution and publication of research products; and
  - (e) confirmation of adherence to applicable consents and research protocols.
- 9.3 The Parties will establish a protocol to share research that is undertaken by or involves the Parties. The protocol will address intellectual property, ownership, reproduction and publication.
- 9.4 Ontario acknowledges that the Anishinabek First Nations will make the final determination on the nature and type of research that will be conducted in the First Nation.

### **Third Party Research**

- 9.5 The Parties will provide notice to each other of any third party requests:
- (a) for access to research and evaluations by the Parties under this Agreement; and
  - (b) to conduct research and evaluations in relation to this Agreement.
- 9.6 Within 60 calendar days of providing written notice of a request under subsection 9.5(b), the Parties will review and discuss the approach to such a request.

## **Part 10: Implementation and Evaluation of this Agreement**

- 10.1 The Parties will negotiate a Multi-Year Action Plan every 3 years, or as agreed to by the Parties setting out activities to support the implementation of this Agreement.**
- 10.2 Each Multi-Year Action Plan will:**
- (a) identify activities to be undertaken to fulfill obligations in this Agreement;**
  - (b) identify the parties responsible for the completion of those activities;**
  - (c) identify the timeframe for the completion of those activities;**
  - (d) identify deliverables and outcomes associated with those activities;**
  - (e) identify the resources needed to complete those activities; and**
  - (f) address any other matters agreed to by the Parties.**
- 10.3 The first Multi-Year Action Plan comes into effect on the Effective Date of this Agreement.**
- 10.4 The Multi-Year Action Plan will have a 3 year term, or as agreed to by the Parties.**
- 10.5 Each year, the Parties will review any recommendations on adjustments to the Multi-Year Action Plan from the Joint Master Education Committee and update the Multi-Year Action Plan.**
- 10.6 The Parties will evaluate and produce a joint report on the success and effectiveness of this Agreement, the Multi-Year Action Plan, and the Data and Information Sharing Agreement every 3 years, or as agreed to by the Parties.**
- 10.7 The benchmark year for purposes of the evaluation of this Agreement is the school year commencing in September after the Effective Date.**
- 10.8 One year prior to the end date of the Multi-Year Action Plan, the Parties will establish a joint evaluation committee to design and oversee or conduct**

the evaluation. The joint evaluation committee will report to the Parties on the results of the evaluation, not less than 6 months before the end of the Multi-Year Action Plan.

10.9 The Parties will consider the evaluation report in the negotiation of the next Multi-Year Action Plan and to determine whether amendments are required to this Agreement or the Data and Information Sharing Agreement.

10.10 For greater certainty, the evaluation in section 10.6 is not research as described in Part 8 of this Agreement.

#### **Part 11: Targeted Initiatives and Investments**

11.1 The Parties acknowledge that they have a shared responsibility for supporting the implementation of this Agreement and the Multi-Year Action Plan.

11.2 The Parties will negotiate and maintain financial arrangements to advance the objectives of this agreement and implementation of the Multi-Year Action Plan.

11.3 The Parties will negotiate a Transfer Payment Agreement to support the activities of the Multi-Year Action Plan in accordance with the Ontario Transfer Payment Agreement directive.

11.4 In negotiating the Transfer Payment Agreement, the Parties will consider:

- (a) community and school based activities and incentives;
- (b) joint Anishinabek Education System and the Provincially-Funded Education System initiatives;
- (c) Anishinabek Education System capacity to carry out activities associated with the Multi-Year Action Plan;
- (d) special education needs; and
- (e) other matters agreed to by the Parties.

11.5 In the future, the Parties may agree to change the type of financial arrangements to support the activities of the Multi-Year Action Plan.

## **Part 12: Matters for Future Negotiations**

- 12.1** The Anishinabek First Nations intend to seek further negotiations with Ontario for:
- (a) other additional education arrangements;
  - (b) Anishinabemowin immersion programs; and
  - (c) Anishinabek First Nation input into decision making on any provincial investments targeted to First Nation students.
- 12.2** The Parties may consider and pursue new Education Services Agreements or other arrangements between the Anishinabek Education System and the Provincially-Funded Education System to provide education programs and services.

## **Part 13: General Provisions**

### **Aboriginal and Treaty Rights**

- 13.1** This Agreement is not a treaty within the meaning of section 35 of the *Constitution Act, 1982*.
- 13.2** Nothing in this Agreement will be construed so as to abrogate or derogate from the aboriginal or treaty rights of the aboriginal peoples of Canada recognized and affirmed by section 35 of the *Constitution Act, 1982*.
- 13.3** For greater certainty, nothing in this Agreement will determine or define any aboriginal or treaty rights of the Anishinabek First Nations.

### **Fiduciary Relationship between Canada and the Anishinabek First Nations**

- 13.4** Nothing in this Agreement will be construed to affect or define the fiduciary relationship between Canada and each Anishinabek First Nation.

### **No Restrictions**

- 13.5** This Agreement does not prejudice the ability of the Anishinabek First Nations and Ontario to enter into negotiations in the future, including

negotiations relating to aboriginal rights, treaty rights, or education, should they agree to do so.

- 13.6 Nothing in this Agreement affects the eligibility of the Anishinabek First Nations, their members, or the Kinoomaadziwin Education Body to participate in and benefit from any provincial programs or services in accordance with the criteria established for such programs or services.

#### Entire Agreement

- 13.7 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.
- 13.8 For greater certainty, this Agreement does not create any enforceable right, obligation, privilege, benefit, power, duty or liability until the effective date of this Agreement.

#### Indeterminate Term

- 13.9 This Agreement will commence on Effective Date and shall remain in effect unless it is terminated in accordance with the procedure set out in Schedule B, and shall remain in effect in its current form unless it is amended by written agreement of the Parties.

#### Amendments

- 13.10 This Agreement may only be amended by written agreement of the Parties.

- 13.11 Amendments to this Agreement may include:

- (a) Part 3- Objectives;
- (b) Part 6- Relationship between the Parties;
- (c) Part 7- Education Arrangements;
- (d) Part 10- Implementation and Evaluation of this Agreement;
- (e) Part 11- Targeted Initiatives and Investments; and
- (f) any other matters as agreed to by the Parties.



**13.12 To amend this Agreement:**

- (a) the Kinooaadziwin Education Body, on behalf of the Anishinabek First Nations, or Ontario may propose an amendment to this Agreement by written notice to the other Parties;**
- (b) a proposed amendment will be reviewed within 30 calendar days of the date of the notice by the Joint Master Education Agreement Committee;**
- (c) the Joint Master Education Agreement Committee will provide recommendation to the Parties on the proposed amendment; and**
- (d) if the Joint Master Education Committee cannot agree on recommendation, the Kinooaadziwin Education Body and Ontario will meet to discuss the proposed amendment.**

**13.13 The consent to any amendment will be approved in the following order:**

- (a) in the case of the Anishinabek First Nations and the Kinooaadziwin Education Body, by a majority of the Anishinabek First Nations passing band council resolutions in support of the amendment;**
- (b) in the case of Ontario, by the Minister of Education signing the amendment as authorized.**

**13.14 An amendment to this Agreement takes effect on a date agreed to in writing.**

**Additional Parties**

**13.15 If a First Nation listed in Schedule A of this Agreement is signatory to the Anishinabek Nation Education Agreement, that First Nation may pass a band council resolution to accept this Agreement and become a Party to this Agreement.**

**13.16 The Kinooaadziwin Education Body and Ontario will negotiate the impact on the Multi-Year Action Plan, the Data and Information Sharing Agreement and the Transfer Payment Agreement as required for any First Nation that is added to this Agreement under section 13.15.**

- 13.17 The Kinooaadziwin Education Body may negotiate with Ontario to add any other First Nation that ratifies the Anishinabek Nation Education Agreement as a Party to this Agreement.
- 13.18 The Kinooaadziwin Education Body and Ontario will negotiate the impact on this Agreement, the Multi-Year Action Plan, the Data and Information Sharing Agreement and the Transfer Payment Agreement as required for any First Nation that is added to this Agreement under section 13.17.

#### Withdrawal of a First Nation

- 13.19 Any First Nation that is a Party to this Agreement may withdraw from this Agreement by withdrawing from the Anishinabek Nation Education Agreement.
- 13.20 The Kinooaadziwin Education Body and Ontario will negotiate the impact on this Agreement, the Multi-Year Action Plan, the Data and Information Sharing Agreement and the Transfer Payment Agreement as required for any First Nation that withdraws from this Agreement.

#### Termination

- 13.21 Recognizing there is an ongoing relationship between the Anishinabek Education System and the Provincially-Funded System, the Parties may terminate this Agreement in accordance with the procedure set out in Schedule B.

#### Governing Law

- 13.22 This Agreement is governed by the laws in force in the Province of Ontario.

#### No Implied Waiver

- 13.23 A provision of this Agreement or the performance by a Party of an obligation under this Agreement may not be waived unless the waiver is in writing and signed by the Party giving the waiver.
- 13.24 A waiver pursuant to section 13.23 is not a waiver by any Party of any provision of this Agreement.

**No Assignment**

13.25 Unless otherwise agreed in writing, this Agreement may not be assigned, either in whole or in part.

**Enurement**

13.26 This Agreement enures to the benefit of and is binding upon the Parties and their respective successors and permitted assigns.

**Severability**

13.27 If a court of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, that provision will be severed from this Agreement to the extent of the invalidity or unenforceability and the remainder of this Agreement will remain valid and enforceable.

13.28 The Parties will make reasonable efforts to agree on an amendment to remedy or replace the invalid or unenforceable provision.

13.29 No Party will have a claim or a cause of action in the event any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable.

**Counterparts**

13.30 This Agreement and any amendment may be executed in any number of counterparts with the same effect as if all Parties had signed the same document. All counterparts are to be construed together and constitute one and the same document.

**Notice**

13.31 All notices required under the Agreement will be in writing and delivered by email, regular mail, personal delivery or fax, and will be addressed to the Parties respectively as set out below, or as either Party later provides to the other by notice:

**To Ontario:**  
Ministry of Education  
Attn: Assistant Deputy Minister  
French Language,  
Aboriginal Education and  
Research Division  
900 Bay Street, Mowat Block  
Toronto, ON M7A 1L2  
Phone: 416-325-2132  
Fax: 416-327-1182

**To the Anishinabek First Nations and the  
Kinoomaadziwin Education Body:**  
Kinoomaadziwin Education Body  
Attn: Education Director  
613 Jocko Point Rd.  
North Bay, ON P1B 8G5  
Phone: 705-753-2011  
Fax: 866-227-9280

## **Part 14: Dispute Resolution**

- 14.1** In this Part, the “parties to the dispute” means the Kinoomaadziwin Education Body on behalf of one or more Anishinabek First Nations and Ontario.
- 14.2** The Parties will use best efforts to prevent or minimize disputes in relation to the interpretation, application, or implementation of this Agreement.
- 14.3** Where best efforts to prevent a dispute are not successful, the parties to the dispute agree to:
- (a)** identify and resolve the dispute as quickly and as cost-effectively as practicable; and
  - (b)** participate in good faith in the dispute resolution processes set out in this Part.
- 14.4** Unless otherwise provided in this Agreement and prior to referring a dispute to a court, a dispute in relation to the interpretation, application, or implementation of this Agreement will progress through the following stages until resolved:
- (a)** initial written notice of the matter in dispute;
  - (b)** collaborative discussions;
  - (c)** mediation; and
  - (d)** arbitration.

**14.5 Where a dispute is resolved pursuant to this Part, the resolution will be:**

- (a) in writing;
- (b) signed by authorized representatives of the parties to the dispute;
- (c) delivered to the parties to the dispute; and
- (d) binding on the parties to the dispute.

**14.6 All communications or documents concerning a dispute will be “without prejudice” and the parties to the dispute will treat all communications or documents related to the dispute as confidential, unless otherwise agreed in writing.**

**14.7 Where the parties to the dispute agree, a time frame set out in this Part may be amended.**

#### **Roster of Mediators and Arbitrators**

**14.8 The Joint Master Education Agreement Committee will develop and maintain a roster of qualified mediators and arbitrators.**

#### **Notice**

**14.9 Where a dispute has not been resolved informally, a party to the dispute may initiate dispute resolution by delivering a written notice of the dispute to other parties to the dispute. Such notice will identify:**

- (a) the nature of the dispute;
- (b) the alleged parties to the dispute;
- (c) the grounds; and
- (d) the documents relied upon.

#### **Collaborative Discussions**

**14.10 Upon receipt of a notice delivered pursuant to section 14.9, each party to the dispute agrees to:**

- (a) within 10 business days of receipt of the notice, appoint a senior official, with the appropriate authority to respond, resolve and sign an agreement in resolution of the dispute;
- (b) within 10 business days of appointing the senior official, provide a written acknowledgment of the notice of dispute and identify the senior official;
- (c) within 20 business days of providing the written acknowledgment, provide such information and documents in the possession, power or control of a party and as may be legally disclosed to all parties of the dispute to enable a full examination of the dispute; and
- (d) direct their senior officials to meet within 30 business days of the written acknowledgement and attempt to resolve the dispute through collaborative discussions.

### **Mediation**

- 14.11 If a dispute cannot be resolved by the senior officials through collaborative discussions, the parties to the dispute will jointly select a mediator from the roster provided for in section 14.8 within 30 business days after the end of collaborative discussions.
- 14.12 If the parties to the dispute are unable to agree on a mediator from the roster within 30 business days after the end of collaborative discussions, the parties to the dispute will, within an additional 15 business days, choose a person with the skills and abilities to mediate the dispute, with the assistance of a provincially recognized alternative dispute resolution body, if necessary.
- 14.13 The parties to the dispute will direct the mediator to arrange for the commencement of the mediation within 15 business days.
- 14.14 The parties to the dispute will direct the mediator to submit a written report to the parties to the dispute within 10 business days of the conclusion of mediation, whether by way of a resolution of the dispute or otherwise.

- 14.15** If the parties to the dispute are unable to resolve the dispute within 60 business days of the first mediation session, the parties to the dispute may agree to submit the dispute to arbitration.
- 14.16** For greater certainty, the Parties agree that disputes regarding the funding levels set out in the Transfer Payment Agreement, and the activities set out in the Multi-Year Action Plan will not be referred to arbitration.

### **Arbitration**

- 14.17** Where the parties to the dispute agree to submit the dispute to arbitration, the parties to the dispute will jointly select an arbitrator from the roster provided for in section 14.8.
- 14.18** If the parties to the dispute are unable to agree on an arbitrator from the roster within 10 business days after the end of mediation, the parties to the dispute will, within an additional 15 business days, choose a person with the skills and abilities to arbitrate the dispute, with the assistance of a provincially recognized alternative dispute resolution body, if necessary.
- 14.19** The parties to the dispute may agree on the procedure to be followed in the arbitration. If the parties to the dispute are unable to agree on the procedure within 15 business days of the appointment of the arbitrator, the arbitration will be conducted in accordance with the *Ontario Arbitration Act, 1991*.
- 14.20** The parties to the dispute will direct the arbitrator to make a decision and provide a written copy of the decision with reasons to each party of the dispute within 30 business days of the conclusion of the arbitration hearing.
- 14.21** A decision by an arbitrator will be binding on the parties to the dispute and will not be appealed in any court, except on a question of jurisdiction, on a question of law, on a question of fact, or a question of mixed fact and law.
- 14.22** If the parties to the dispute do not agree to submit the dispute to arbitration, a party may refer the dispute to the Ontario Superior Court of Justice.

### **Costs of Mediation or Arbitration**

- 14.23** A party to the dispute will bear its own costs, and an equal share of the costs of the mediation and arbitration, including remuneration and expenses of the mediator or arbitrator, unless otherwise agreed in writing by the parties to the dispute.
- 14.24** Notwithstanding section 14.23, an arbitrator may award costs in accordance with the Ontario *Arbitration Act, 1991*.

### **Continuing Obligations**

- 14.25** A dispute does not relieve a party to the dispute of its obligations under this Agreement.

### **Part 15: Communications**

- 15.1** The Parties will establish a communications protocol with respect to public communications on matters related to this Agreement.
- 15.2** The communications protocol will:
- (a)** set out a process for the joint development, approval and updating of communication materials;
  - (b)** establish a process for addressing media inquiries and requests, and communications issues; and
  - (c)** address any other matters agreed to by the Parties.

### **Part 16: Reporting and Accountability**

- 16.1** The Parties will prepare an annual report on the implementation of this Agreement.
- 16.2** The Parties will undertake an external third party evaluation of the outcomes and effectiveness of this Agreement and the Multi-Year Action Plan every 5 years.



## **Part 17: Confidentiality**

- 17.1** The Parties acknowledge that they may come into possession of confidential information of the other Party during the implementation of this Agreement or in any subsequent related negotiations.
- 17.2** The Parties agree that they will only use such confidential information for the purposes for which it was shared.
- 17.3** The Anishinabek First Nations and the Kinoomaadziwin Education Body acknowledge that Ontario is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario).
- 17.4** Ontario acknowledges that the Anishinabek First Nations are bound by Anishinabek Nation laws in relation to privacy and protection of confidentiality and the *Personal Information Protection and Electronic Documents Act* (Canada).
- 17.5** In the event that Ontario receives a request or order to disclose confidential information shared in connection with this Agreement, Ontario will commit to notify the Anishinabek First Nations and the Kinoomaadziwin Education Body on a timely basis. Where Ontario has discretion about whether to disclose any information, it shall take into account any written input provided by the Anishinabek First Nations or the Kinoomaadziwin Education Body regarding the potential disclosure.

## **Part 18: Schedules to this Agreement**

- 18.1** Schedule "A" Anishinabek Nation First Nations and Schedule "B" Process for Termination of the Agreement, are attached to and form part of this Agreement.

**SCHEDULE "A"- Anishinabek Nation First Nations**

1. Kettle & Stony Point First Nation
2. Chippewas of Rama First Nation
3. Atikameksheng Anishnawbek
4. Beausoleil First Nation
5. Henvey Inlet First Nation
6. M'Chigeeng First Nation
7. Wasauksing First Nation
8. Aamjiwnaang First Nation
9. Alderville First Nation
10. Chippewas of Georgina Island  
First Nation
11. Chippewas of Scugog First  
Nation
12. Wikwemikong Unceded Indian  
Territory
13. Red Rock Indian Band
14. Aundeck Omni Kaning
15. Fort William First Nation
16. Biinjitiwaabik Zaaging  
Anishinaabek
17. Algonquins of Pikwakanagan
18. Dokis First Nation
19. Magnetawan First Nation
20. Michipicoten First Nation
21. Chippewas of the Thames First  
Nation
22. Munsee-Delaware Nation
23. Mississauga #8 First Nation
24. Moose Deer Point First Nation
25. Pic Moberg First Nation
26. Zhiibaahaasing First Nation
27. Whitefish River First Nation
28. Thessalon First Nation
29. Sheshegwaning First Nation
30. Sagamok Anishnawbek
31. Garden River First Nation
32. Pays Plat First Nation
33. Wahnapiatae First Nation
34. Nipissing First Nation
35. Long Lake #58 First Nation
36. Curve Lake First Nation
37. Sheguiandah First Nation
38. Serpent River First Nation
39. Biigtigong Nishnaabeg

## **SCHEDULE "B"- Process for Termination of the Agreement**

1. The Parties recognize there is an ongoing relationship between the Anishinabek Education System and the Provincially-Funded System.
2. The termination of this Agreement is not intended to impact arrangements and agreements between First Nations and School Boards.
3. Should the Anishinabek First Nations or Ontario wish to terminate the Agreement, the Kinoomaadziwin Education Body on behalf of the Anishinabek First Nations or Ontario will provide the other Parties with written notice of intent.
4. The written notice of intent will include detailed reasons for the proposed termination.
5. The Kinoomaadziwin Education Body on behalf of the Anishinabek First Nations or Ontario, will confirm receipt of notice of intent within 5 business days.
6. The Parties will meet within 30 business days after the notice of intent has been issued to discuss the reasons for the proposed termination.
7. Following the discussion referred to in paragraph 6 above, the Parties may:
  - a. continue discussions on the reasons for the proposed termination;
  - b. agree to continue under the current Agreement;
  - c. agree to amend the Agreement;
  - d. agree to proceed to mediation or arbitration as described in Part 14: of the Agreement;
  - e. agree to other arrangements; or
  - f. proceed with termination of the Agreement.
8. In the case of termination, the Kinoomaadziwin Education Body on behalf of the Anishinabek First Nations or Ontario will provide written notice of termination to the other party to the termination.

9. The Parties will issue a joint communication on the termination.
10. The Parties will continue to conduct themselves as full and equal partners so as to promote and demonstrate:
  - a. ongoing cooperation and collaboration;
  - b. open communication; and
  - c. good faith and mutual respect.
11. The Parties will make best efforts to minimize any negative impact on students throughout the termination process.
12. Within 30 business day of the date of receipt of notice of termination, The Kinoomaadziwin Education Body on behalf of the Anishinabek First Nations and Ontario will meet to establish a transition plan for termination. The plan will address:
  - a. the Master Education Agreement;
  - b. the Multi-Year Action Plan;
  - c. the Data and Information Sharing Agreement;
  - d. data and records related to the Agreement;
  - e. the Transfer Payment Agreement;
  - f. other contractual and financial arrangements related to the Agreement;
  - g. research related to the Agreement;
  - h. protocols, guidelines and processes established under the Agreement;
  - i. communications; and
  - j. any other matters agreed to by the Parties.
13. At any point the Kinoomaadziwin Education Body on behalf of the Anishinabek First Nations or Ontario may propose external facilitation or arbitration to advance the termination process.

14. The Kinoomaadziwin Education Body on behalf of the Anishinabek First Nations or Ontario will bear its own costs, and an equal share of the costs of the facilitation and arbitration, including remuneration and expenses of the facilitator or arbitrator, unless otherwise agreed to by the Parties.
15. Notwithstanding paragraph 14 above, an arbitrator may award costs in accordance with the *Ontario Arbitration Act, 1991*.
16. Where the Parties agree, a time frame set out in this schedule may be amended.

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