

ANISHINABEK NATION EDUCATION AGREEMENT

BETWEEN

The Participating First Nations set out in Schedule A
(hereinafter referred to as the "Participating First Nations")

AND


Her Majesty the Queen in Right of Canada
as represented by the Minister of Indian Affairs and Northern Development
(hereinafter referred to as "Canada")


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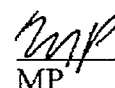


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PREAMBLE

1. **WHEREAS** the Participating First Nations assert that, together as aboriginal peoples of the Ojibway, Chippewa, Odawa, Pottowatomi, Algonquin, Nipissing, Delaware and Mississauga Tribal Nations who share a sense of aboriginal identity and spirituality and are united through historic origin, values, language, traditions and culture, they are among the First Nations comprising the Anishinabek Nation; and
2. **WHEREAS** the Participating First Nations assert that they have a sacred duty to ensure the well-being of the people to the 7th generation and that it is incumbent upon the leadership of the Participating First Nations to ensure this sacred duty is honoured; and
3. **WHEREAS** the special and historic relationship between aboriginal peoples and Canada is evidenced by, among other things, the treaties and this relationship continues and it is recognized in the Constitution of Canada; and
4. **WHEREAS** the Parties recognize and respect the solemn and enduring nature of the treaties and the importance to Canada and the Participating First Nations of honouring the treaties; and
5. **WHEREAS** Canada recognizes the importance of strengthening its relationships with First Nations; and
6. **WHEREAS** the Participating First Nations assert that they have law-making power and other authority with respect to education which they have never relinquished; and
7. **WHEREAS** the Participating First Nations assert that the exercise of law-making power and other authority with respect to education is to impart knowledge and respect for Anishinabek culture, spiritual practices and language; and
8. **WHEREAS** the Participating First Nations assert that education is a lifelong learning process which includes early childhood education, primary, elementary, secondary, post-secondary education, vocational training, culture and language as well as adult education and labour force training and adjustment and that education of their people is integral to their survival as First Nations; and
9. **WHEREAS** the Participating First Nations were represented by the Union of Ontario Indians in the negotiation of this Education Agreement; and
10. **WHEREAS** by this Education Agreement, the Parties have negotiated a self-government agreement for the exercise of law-making power and other authority with respect to education by the Participating First Nations; and


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11. **WHEREAS** the Participating First Nations will establish the Anishinabek Education System as an exercise of their law-making power and other authority through the provisions of this Education Agreement; and
12. **WHEREAS** the existing aboriginal and treaty rights of the aboriginal peoples of Canada are recognized and affirmed by section 35 of the *Constitution Act, 1982*; and
13. **WHEREAS** Canada recognizes the inherent right of self-government as an existing aboriginal right within section 35 of the *Constitution Act, 1982*; and
14. **WHEREAS** this Education Agreement is not intended to limit or define the concept, or determine the existence of the inherent right of self-government of the Participating First Nations; and
15. **WHEREAS** the Parties acknowledge that an assertion by a Party is an expression of that Party's position and does not represent acceptance of that position by the other Parties to the negotiations;

THEREFORE, THE PARTICIPATING FIRST NATIONS AND CANADA AGREE AS FOLLOWS:


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CHAPTER**1****DEFINITIONS AND INTERPRETATION****Definitions**

1.1 The following definitions apply in this Education Agreement:

“Adult Education” means formal education, vocational training and labour force training programs and services of a nature generally provided to assist an adult to acquire elementary, secondary, or vocational school credentials;

“Agreed-Upon Education Programs and Services” means the list of programs and services described in Appendix 1 of the Anishinabek Nation Education Fiscal Transfer Agreement;

“Anishinaabe Institution” means a government institution established pursuant to a Participating First Nation law under this Education Agreement;

“Anishinabek Nation Education Fiscal Transfer Agreement” means the agreement described in Chapter 10 of this Education Agreement;

“Anishinabek Education System” means that system described in Chapter 9 of this Education Agreement;

“Anishinabek Nation Fiscal Transfer Agreement” means the agreement described in Chapter 8 of the Anishinabek Nation Governance Agreement;

“Anishinabek Nation Governance Agreement” means the proposed agreement on governance between the participating First Nations of that agreement, the Anishinabek Nation and Canada;

“Anishinabek Nation Government” means the government of the Anishinabek Nation described in the Anishinabek Nation Governance Agreement;

“Conflict” means an actual conflict in operation or operational incompatibility;

“Council” means the “council of the band” as defined in the *Indian Act*;

“Early Childhood Development” means education programs and services of a nature generally provided to children prior to Primary Education;

“Education Administrative Decision” means a decision made by a Participating First Nation, the Kinomaadswin Education Body, or an Anishinaabe Institution pursuant to an exercise of law-making power or other authority under this Education Agreement;

“Education Agreement” means this Anishinabek Nation Education Agreement;


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"Education Implementation Plan" means the plan described in Chapter 19 of this Education Agreement;

"Effective Date" means the date that this Education Agreement comes into legal effect under federal legislation;

"Elementary Education" means the "junior division" and the first 2 years of the "intermediate division" as defined in the Ontario *Education Act*;

"First Nation" means a "band" as defined in the *Indian Act*;

"Generally Accepted Accounting Principles" means the standard framework of guidelines for financial accounting in Canada as utilized from time to time by the Canadian Institute of Chartered Accountants or its successor;

"Implementation and Operations Committee" means the committee established pursuant to Chapter 19 of this Education Agreement;

"Intellectual Property" means any intangible property right resulting from intellectual activity in the industrial, scientific, literary or artistic fields, including any right relating to patents, copyrights, trademarks, industrial designs, or plant breeders' rights;

"International Legal Obligation" means an obligation binding on Canada under international law, including an obligation that is in force on or after the Effective Date;

"International Treaty" means an international agreement concluded

(a) between states; or

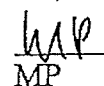
(b) between 1 or more states and 1 or more international organizations,

in written form and governed by international law, whether embodied in a single instrument or in 2 or more related instruments and whatever its particular designation;

"International Tribunal" means any international court, tribunal, committee, panel, or other international body, mechanism or procedure which has competence to determine or advise on Canada's compliance with an International Legal Obligation;

"Kinomaadswin Education Body" means the entity, or its successor, described in Chapter 9 of this Education Agreement;

"Local Education Authority" means the entity, or its successor, described in Chapter 9 of this Education Agreement;


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"Member" means:

- (a) a person whose name appears on the "band list" of a Participating First Nation as defined in the *Indian Act* or who is entitled to have his name appear on the "band list" of a Participating First Nation;
- (b) a person whose name appears on the membership list of a Participating First Nation or who is entitled to have his name appear on the membership list of a Participating First Nation where that Participating First Nation determines its own membership; or
- (c) a person whose name appears on the citizenship list of a Participating First Nation or who is entitled to have his name appear on the citizenship list of a Participating First Nation where that Participating First Nation determines its own citizenship under a self-government agreement with Canada;

"Participating First Nation" means a First Nation set out in Schedule A of this Education Agreement;

"Parties" means the individual Participating First Nations and Canada;

"Post-Secondary Education Program" means any program of the Department of Indian Affairs and Northern Development, or a successor department, which is subject to descriptions, terms and conditions equivalent, or similar to those listed in the Post-Secondary Education National Program Guidelines as they exist from time to time;

"Primary Education" means the "primary division" as defined under the Ontario *Education Act*;

"Ratification Committee" means the committee established pursuant to Chapter 18 of this Education Agreement;

"Regional Education Council" means the entity, or its successor, described in Chapter 9 of this Education Agreement;

"Reserve" means:

- (a) a "reserve", as defined in the *Indian Act*, of a Participating First Nation; and
- (b) lands set apart by Canada in the future as a "reserve";

"Secondary Education" means the last 2 years of the "intermediate division" and the "senior division", as defined under the Ontario *Education Act*;


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“Skills Development” means education and training to assist an individual to develop employment skills generally provided to individuals enrolled in secondary education, vocational training, labour force training programs, or adult education;

“Student” means a person who is eligible for Primary, Elementary, or Secondary Education and who is:

- (a) ordinarily resident on the Reserve of a Participating First Nation;
- (b) ordinarily resident on lands of a Participating First Nation that are “designated lands” as defined in the *Indian Act*;
- (c) ordinarily resident on fee simple lands owned by a Participating First Nation, where such lands are in the process of addition to reserve by the Department of Indian Affairs and Northern Development and are lands with residents in receipt of federal programs or services of specific application to First Nations; or
- (d) attending a school which is situated on crown land, was funded prior to the Effective Date by Department of Indian Affairs and Northern Development, and is operated by a Participating First Nation;

“Transfer Payment” means the monetary amount calculated under the Anishinabek Nation Education Fiscal Transfer Agreement payable by Canada; and

“Union of Ontario Indians” means the body incorporated under the laws of the Province of Ontario or its successor.

Interpretation

1.2 This Education Agreement is governed by, construed and interpreted in accordance with the laws in force in the Province of Ontario.

1.3 For greater certainty, the Federal Court of Canada has jurisdiction to hear questions in relation to the interpretation or application of this Education Agreement.

1.4 In this Education Agreement:

- (a) headings or sub-headings are for convenience only, and do not form a part of this Education 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) 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;
- (d) 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”;
- (e) unless otherwise clear from the context, a reference to a chapter, section, sub-section, or schedule refers to a chapter, section, sub-section, or schedule of this Education Agreement;
- (f) 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; and
- (g) the word “will” denotes an obligation that, unless this Education Agreement provides to the contrary, must be carried out as soon as practicable once the relevant time becomes of the essence and “may” is permissive.

Statutory Instruments Act

- 1.5 The *Statutory Instruments Act* does not apply to the laws of the Participating First Nations.


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CHAPTER	PURPOSE
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2.1 This Education Agreement provides for:

- (a) the exercise of law-making power and other authority of each Participating First Nation with respect to Primary, Elementary and Secondary Education;
- (b) the authority of each Participating First Nation to administer the Post-Secondary Education Program;
- (c) the establishment of an Anishinabek Education System, including institutions, processes and procedures, with the main objective of the Participating First Nations to improve Student success and support their efforts to improve social well-being and economic prosperity;
- (d) the maintenance of a financial relationship and fiscal arrangements to support the exercise of law-making power and other authority under this Agreement;
- (e) implementation; and
- (f) other related matters.

Agreements with Others

- 2.2 This Education Agreement does not preclude a Participating First Nation from entering into agreements with others on any matter, including matters under this Agreement.
- 2.3 This Education Agreement does not preclude a Participating First Nation from entering into a treaty within the meaning of section 35 of the *Constitution Act, 1982* with Canada on any matter.

**CHAPTER
3****GENERAL PROVISIONS****Nature of this Education Agreement**

- 3.1 This Education Agreement is based on the recognition that the inherent right of self-government is an existing aboriginal right within the meaning of section 35 of the *Constitution Act, 1982*, without the Parties taking any position with respect to how an inherent right of self-government may be ultimately defined at law.

Aboriginal and Treaty Rights


- 3.2 This Education Agreement is not a treaty within the meaning of section 35 of the *Constitution Act, 1982*.
- 3.3 Nothing in this Education Agreement will be construed:
- (a) 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*; or
 - (b) as satisfaction or fulfillment of any treaty obligations of Canada.
- 3.4 For greater certainty, nothing in this Education Agreement will determine or define any aboriginal rights of the Participating First Nations.

Fiduciary Relationship

- 3.5 The fiduciary relationship between Canada and each Participating First Nation will continue after the Effective Date.
- 3.6 As a Participating First Nation exercises law-making power and other authority under this Education Agreement, fiduciary obligations of Canada to that Participating First Nation will be as determined by jurisprudence respecting fiduciary relationships and fiduciary obligations.

Constitutional Framework

- 3.7 Each Participating First Nation will exercise its law-making power and other authority under this Education Agreement within the framework of the *Constitution Act, 1982*.


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Canadian Charter of Rights and Freedoms

- 3.8 The *Canadian Charter of Rights and Freedoms* applies to each Participating First Nation in respect of all matters within its authority under this Education Agreement.

Liability

- 3.9 A Participating First Nation and the Kinomaadswin Education Body is not liable for anything done or omitted to be done by Canada or any person or entity authorized to act on behalf of Canada for matters:
- (a) where there is no Participating First Nation law-making power or other authority set out in this Education Agreement;
 - (b) where there has been no exercise of Participating First Nation law-making power or other authority set out in this Education Agreement; or
 - (c) related to or arising from this Education Agreement and which occurred before the Effective Date.
- 3.10 Canada is not liable in respect of anything done or omitted to be done by a Participating First Nation, the Kinomaadswin Education Body or any person or entity authorized to act on behalf of a Participating First Nation or the Kinomaadswin Education Body for matters relating to a law-making power or other authority set out in this Education Agreement after a Participating First Nation has exercised that law-making power or other authority.

Indemnification

- 3.11 Canada will indemnify a Participating First Nation and the Kinomaadswin Education Body for any damage, cost, loss, or liability suffered by that Participating First Nation or the Kinomaadswin Education Body as a result of an act or omission described in section 3.9.
- 3.12 A Participating First Nation or the Kinomaadswin Education Body will indemnify Canada for any damage, cost, loss, or liability suffered by Canada as a result of an act or omission pursuant to section 3.10.
- 3.13 A party that is the subject of a claim, demand, action, or other proceeding that may give rise to a requirement to indemnify pursuant to this Education Agreement:
- (a) will vigorously defend the claim, demand, action, or other proceeding; and


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- (b) will not settle or compromise the claim, demand, action, or other proceeding except with the consent of the party that granted the indemnity, which consent will not be arbitrarily or unreasonably withheld or delayed.

No Restrictions

- 3.14 Each Participating First Nation, its Members, and the Kinomaadswin Education Body will be eligible to participate in and benefit from any federal programs or services in accordance with criteria for such programs or services, to the extent that the Participating First Nation, the Kinomaadswin Education Body, or any other entity authorized by the Participating First Nation has not assumed responsibility for the provision of a similar program or service under the Anishinabek Nation Education Fiscal Transfer Agreement or other agreement with Canada.
- 3.15 For greater certainty, each Participating First Nation, its Members, and the Kinomaadswin Education Body will be eligible to participate in and benefit from any federal programs or services that complement or supplement but not duplicate the Agreed-Upon Education Programs and Services.
- 3.16 Canada will make all reasonable efforts to ensure the Participating First Nations, its Members, and the Kinomaadswin Education Body are considered by federal departments for any education programs or services.

Challenging this Education Agreement

- 3.17 No Party will challenge the validity of any provision of this Education Agreement or the federal legislation that gives effect to this Agreement.

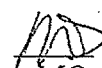
Proof of Laws

- 3.18 The federal legislation giving effect to this Education Agreement will provide for judicial notice of the laws of the Participating First Nations.
- 3.19 In any proceeding, evidence of a Participating First Nation's education law may be given by the production of a copy of that law, certified to be a true copy by a person authorized by that Participating First Nation, without proof of that person's signature or official title.


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**CHAPTER
4****FIRST NATION CONSTITUTIONS****Constitutions of the Participating First Nations**

- 4.1 Each Participating First Nation will maintain a written constitution.
- 4.2 Each Participating First Nation will ratify its constitution no later than the date it ratifies this Education Agreement.
- 4.3 The constitution of each Participating First Nation will address, among other things:
- (a) the establishment of education institutions and structures required to support the exercise of its law-making power and other authority under this Education Agreement;
 - (b) the political and financial accountability of that Participating First Nation to its Members;
 - (c) procedures for the making, amending, publishing and providing access to that Participating First Nation's laws;
 - (d) procedures for appealing or challenging the validity or application of that Participating First Nation's law;
 - (e) appeal and redress mechanisms;
 - (f) conflict of interest rules; and
 - (g) amendment process.


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**CHAPTER
5****EXERCISE OF LAW-MAKING POWER AND OTHER
AUTHORITY****Primary, Elementary and Secondary Education**

- 5.1 Each Participating First Nation has the power to make law and exercise authority with respect to Primary, Elementary and Secondary Education on behalf of its Members on its Reserve.

Exercise of Law-Making Power and Other Authority by Participating First Nations

- 5.2 Each Participating First Nation will exercise its law-making power and other authority under this Education Agreement through its Council in a manner consistent with this Agreement.
- 5.3 As of the Effective Date, each Participating First Nation will exercise its law-making power and other authority under this Education Agreement in relation to Primary, Elementary and Secondary Education.
- 5.4 Each Participating First Nation may do such other things as are ancillary to its exercise of law-making power and other authority under this Education Agreement, including operating schools on-Reserve.

Education Standards and Transferability

- 5.5 The Participating First Nations will, within the Anishinabek Education System, establish and maintain system-wide standards, where practicable, for Primary, Elementary and Secondary Education which are:
- (a) comparable to those generally in place with regard to education systems publicly funded by the Province of Ontario, and
 - (b) the same for all Students of similar circumstance;

so as to facilitate the transfer of Students between the Anishinabek Education System and education systems publicly funded by the Province of Ontario without academic penalty.

Delegation

- 5.6 Each Participating First Nation may delegate its education law-making power or other authority, in writing, to a legal entity located in the Province of Ontario and may withdraw such delegation of law-making power or other authority.

- 5.7 Where law-making power or other authority is delegated by a Participating First Nation pursuant to section 5.6, the legal entity to which the delegation has been made will be accountable to that Participating First Nation for that law-making power or other authority pursuant to sections 5.8 to 5.10.
- 5.8 Each Participating First Nation will remain accountable for the exercise of the law-making power or other authority it delegates.
- 5.9 Notwithstanding section 5.6, where law-making power is delegated by a Participating First Nation, the Participating First Nation will ensure, in writing, that any law-making power it delegates is not further sub-delegated.
- 5.10 Each Participating First Nation will ensure, in writing, that the legal entity to which a delegation of any authority, other than law-making power, from that Participating First Nation has been made, does not further sub-delegate that authority without the written consent of that Participating First Nation.

Registry and Repository of Education Laws

- 5.11 Each Participating First Nation's education laws will be in writing and available to the public.
- 5.12 Each Participating First Nation will:
- (a) establish and maintain an official registry of its education laws in English, and, at the discretion of the Participating First Nation, in Anishinaabemowin; and
 - (b) provide a copy of each education law to the Kinomaadswin Education Body as soon as practicable after its enactment for inclusion in the Kinomaadswin Education Body repository of laws.
- 5.13 A Participating First Nation's education law will not be considered void, invalid, or unenforceable, nor will any person's liability under a Participating First Nation's education law be affected by reason only of a defect in form or failure of a Participating First Nation to comply with section 5.12.
- 5.14 The Kinomaadswin Education Body will establish and maintain a public repository of Participating First Nation education laws.
- 5.15 The Kinomaadswin Education Body will provide any person with reasonable access to the repository by, among other means, posting the laws on the Kinomaadswin Education Body's official website or such other electronic medium as may be available from time to time.


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Input into Proposed Laws or Decisions

- 5.16 Each Participating First Nation will provide an opportunity for input to any person who is directly and significantly affected by a proposed or existing Participating First Nation education law or a proposed or existing Education Administrative Decision in accordance with the principles of procedural fairness.
- 5.17 Each Participating First Nation will provide any person who is directly and significantly affected by the actions of the Kinomaadswin Education Body or an Anishinaabe Institution with an opportunity to participate in the decision-making processes of the Kinomaadswin Education Body or that Anishinaabe Institution.
- 5.18 The means of participation pursuant to section 5.17 will be:
- (a) a reasonable opportunity to make representations to the relevant entity in respect of the activity at issue;
 - (b) where the members of the relevant entity are chosen by election:
 - (i) the right to vote for a member or become a member;
 - (ii) a guaranteed number of members with the right to vote; or
 - (iii) other measures.

Appeal or Review of Education Administrative Decisions

- 5.19 Each Participating First Nation, the Kinomaadswin Education Body, or an Anishinaabe Institution will provide for the appeal or review of an Education Administrative Decision by any person who is directly and significantly affected by that decision.
- 5.20 No application to the Federal Court of Canada for judicial review of an Education Administrative Decision may be brought until the applicable process for an appeal or a review provided by a Participating First Nation, the Kinomaadswin Education Body, or an Anishinaabe Institution has been exhausted.


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**CHAPTER
6****ENFORCEMENT AND ADJUDICATION OF LAWS****Voluntary Settlement of Disputes**

- 6.1 Each Participating First Nation may provide services, including restorative justice or mediation services, for the voluntary settlement of disputes arising from the exercise of its law-making power or other authority under this Education Agreement.

Offences and Sanctions

- 6.2 The Participating First Nation's law-making power and other authority pursuant to section 5.1 includes the power and authority to create offences for the violations of its education laws.
- 6.3 The law of each Participating First Nation creating an offence may provide for the imposition of sanctions, including fines, penalties, and imprisonment that are not greater than:
- (a) that which may be imposed for comparable offences under provincial law; or
 - (b) the general penalty provisions of the *Criminal Code of Canada* that apply to offences punishable on summary conviction.
- 6.4 The law of each Participating First Nation may provide for alternative measures that are consistent with the culture and values of the Participating First Nation, provided that such sanctions are proportionate to the seriousness of the offence and the responsibility of the offender, and are not imposed on an offender without his or her consent.

Prosecution

- 6.5 Each Participating First Nation is responsible for the prosecution of violations of its laws and may appoint individuals to conduct such prosecutions in a manner consistent with the principles of prosecutorial independence.

Enforcement and Procedures

- 6.6 The law of each Participating First Nation may provide for the enforcement of its laws, including adopting the procedures for the prosecution of offences under the Ontario *Provincial Offences Act* with necessary modifications.

Adjudication

- 6.7 The Federal Court of Canada has jurisdiction with respect to applications for judicial review of an Education Administrative Decision, provided all procedures for appeal or review applicable to that decision have been exhausted.
- 6.8 The Ontario Court of Justice has jurisdiction to hear prosecutions of offences under Participating First Nation laws.
- 6.9 The Ontario Court of Justice has jurisdiction with respect to matters arising under the law of each Participating First Nation if those matters are within the jurisdiction of the Ontario Court of Justice under federal or provincial law dealing with the same subject matter.
- 6.10 The Ontario Superior Court of Justice has jurisdiction to hear:
- (a) proceedings for civil matters under the law of each Participating First Nation if those matters are within the jurisdiction of the Ontario Superior Court of Justice under federal or provincial law dealing with the same subject matter; and
 - (b) appeals of decisions of the Ontario Court of Justice with respect to matters pursuant to sections 6.8 and 6.9.


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**CHAPTER
7****POST-SECONDARY EDUCATION AND ANCILLIARY
PROGRAMS AND SERVICES****Post-Secondary Education Programs**

- 7.1 Each Participating First Nation may continue to administer the Post-Secondary Education Program.

Early Childhood Development, Skills Development, Adult Education

- 7.2 Nothing in this Education Agreement precludes Canada and a Participating First Nation from entering into administrative arrangements regarding Early Childhood Development, Skills Development and Adult Education in the same manner as other First Nations and Canada.


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**CHAPTER
8****DELIVERY AND ACCESS****Delivery of Primary, Elementary and Secondary Education**

- 8.1 Each Participating First Nation will provide, or make provision for, the delivery of Primary, Elementary and Secondary Education to Students.

Access to Primary, Elementary and Secondary Education

- 8.2 Every Student has access to Primary, Elementary and Secondary Education when enrolled in those programs and services.
- 8.3 Unless otherwise provided in this Education Agreement, no rights are extended to Students who access Primary, Elementary and Secondary Education and who are not Members.

Access to the Post-Secondary Education Program

- 8.4 Members may apply for assistance provided by the Post-Secondary Education Program.


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**CHAPTER
9****ANISHINABEK EDUCATION SYSTEM**

- 9.1 The Anishinabek Nation Education System is comprised of the Participating First Nations, the Kinomaadswin Education Body, or any Regional Education Councils and Local Education Authorities.
- 9.2 The Participating First Nations will assign responsibility for the following roles to the structures that comprise the Anishinabek Education System:
- (a) the development and implementation of curriculum for the Participating First Nations, including the development or selection of learning materials;
 - (b) the development of 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 the Participating First Nations schools;
 - (d) the establishment of recommended standards for the conduct of reviews of classroom practices and the effectiveness of educational programs within Participating First Nations' schools;
 - (e) the development of template policies regarding the negotiation of tuition agreements with the local school boards, as well as the administration of such agreements;
 - (f) supporting the negotiation of tuition agreements;
 - (g) the development, coordination and administration of practices regarding the professional development and performance evaluation of teaching staff;
 - (h) the provision of a forum to discuss and address issues of relevance and importance with regard to Primary, Elementary and Secondary Education as well as economies of scale;
 - (i) providing advice on school administration, including:
 - (i) school year calendars;
 - (ii) codes of student behaviour;
 - (iii) curriculum priorities;

- (iv) classroom size;
- (v) programs and strategies to improve school performance and Student achievement;
- (vi) communications to parents and to the community;
- (vii) the selection of personnel; and
- (viii) among other things related to the operation of a First Nation school;
- (j) the development and administration of education policies for the Participating First Nations;
- (k) the development and administration of policies regarding school safety;
- (l) the employment and retention of education staff;
- (m) the supervision of First Nation schools and education programs; 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 this Education Agreement.

Kinomaadswin Education Body

9.3 As of the Effective Date, the Kinomaadswin Education Body, a body corporate, will come into existence by way of the federal legislation for this Education Agreement, having as its principal objective the provision of support for Primary, Elementary and Secondary Education.

9.4 The role of the Kinomaadswin Education Body is:

- (a) the receipt, administration, accountability and distribution of the Transfer Payment;
- (b) the administration of funding agreements between itself and the Participating First Nations;
- (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 Participating First Nation schools;

- (e) the establishment and maintenance of a repository of Participating First Nation education laws;
 - (f) to be the central liaison with the Province of Ontario regarding education matters; and
 - (g) the carrying out of any other powers, duties and functions delegated by the Participating First Nations.
- 9.5 The Kinomaadswin Education Body will be the coordinating body for the implementation of the activities pursuant to sub-section 9.2(a), (c), (d) and (e) with a view to ensuring operational compatibility.
- 9.6 The powers, duties, functions, role and the composition of the Kinomaadswin Education Body will be determined by the Participating First Nations, and may change over time.
- 9.7 The Kinomaadswin Education Body may receive delegated law-making power or other authority under this Education Agreement from any Participating First Nation.
- 9.8 The Kinomaadswin Education Body is responsible to the Participating First Nations.
- 9.9 The Kinomaadswin Education Body is a distinct legal entity with the rights, powers and privileges of a natural person, including the legal capacity to:
- (a) enter into agreements or contracts;
 - (b) acquire, hold, lease, or manage property, and any interests therein, subject to those provisions of the *Indian Act* relating to "Reserve" lands;
 - (c) acquire, hold, or dispose of bequests and gifts which are given to the Kinomaadswin Education Body;
 - (d) sue or be sued and to act on its own behalf in legal proceedings;
 - (e) hold, spend, invest, raise, or borrow money, and secure or guarantee the repayment of money borrowed;
 - (f) apply to form corporations or other legal entities under federal or provincial laws;
 - (g) create, operate, contribute to, or otherwise deal with trusts and act as trustee; and
 - (h) do such other things as are ancillary to the exercise of its rights, powers and privileges under this Education Agreement.


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Regional Education Council

- 9.10 The Participating First Nations may establish Regional Education Councils to support the coordination and delivery of Primary, Elementary and Secondary Education.
- 9.11 The powers, duties, functions, role and composition of any Regional Education Council and its relationship to the Participating First Nations and the Kinomaadswin Education Body will be determined by the Participating First Nations and may change over time.
- 9.12 The Regional Education Council is responsible to the Participating First Nations comprising the region.

Legal Status and Capacity of the Participating First Nations

- 9.13 Each Participating First Nation is a distinct legal entity with the rights, powers and privileges of a natural person, including the legal capacity to:
- (a) enter into agreements or contracts;
 - (b) acquire, hold, lease, or manage property or any interests therein, subject to those provisions of the *Indian Act* relating to "Reserve" lands;
 - (c) acquire, hold, or dispose of bequests or gifts which are given to that Participating First Nation;
 - (d) sue or be sued and to act on its own behalf in legal proceedings;
 - (e) hold, spend, invest, raise, or borrow money, or secure or guarantee the repayment of money borrowed;
 - (f) apply to form corporations or other legal entities under federal or provincial laws;
 - (g) create, operate, contribute to, or otherwise deal with trusts and act as trustee; and
 - (h) do such other things as are ancillary to the exercise of its rights, powers, and privileges under this Education Agreement.


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Local Education Authorities

- 9.14 Each Participating First Nation may establish a Local Education Authority to support its exercise of law-making power and other authority.
- 9.15 The powers, duties, functions, role and composition of a Local Education Authority will be determined by that Participating First Nation under this Education Agreement.
- 9.16 The Local Education Authority will be responsible to the Council of its Participating First Nation.


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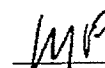

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**CHAPTER
10****FINANCIAL RELATIONSHIP AND FISCAL
ARRANGEMENTS****Financial Relationship Between the Parties**

- 10.1 The Parties will maintain a financial relationship and fiscal arrangements consistent with this Education Agreement.
- 10.2 The Parties acknowledge that they have a shared responsibility for supporting the delivery of the education programs and services.
- 10.3 Canada's recognition of the law-making power and other authority under this Education Agreement does not create or imply any financial obligations for any of the Parties.

The Anishinabek Nation Education Fiscal Transfer Agreement

- 10.4 The Parties have negotiated an Anishinabek Nation Education Fiscal Transfer Agreement that sets out responsibilities and commitments of the Participating First Nations, Kinomaadswin Education Body, and Canada with respect to the financial arrangements to support this Education Agreement.
- 10.5 The Anishinabek Nation Education Fiscal Transfer Agreement is a contract between the Participating First Nations and Canada.
- 10.6 The Anishinabek Nation Education Fiscal Transfer Agreement is not a treaty within the meaning of section 35 of the *Constitution Act, 1982* and does not 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*.
- 10.7 The Anishinabek Nation Education Fiscal Transfer Agreement does not form part of this Education Agreement.
- 10.8 The Transfer Payment for the purposes of the first self-government fiscal year as defined in the Anishinabek Nation Education Fiscal Transfer Agreement will not be less than the aggregate of the education core transfer payments advanced by Canada to the Participating First Nations in the fiscal year immediately preceding the first self-government fiscal year.
- 10.9 The Anishinabek Nation Education Fiscal Transfer Agreement:
- (a) does not alter any rights or obligations under this Education Agreement;
 - (b) will not be used to interpret this Education Agreement; and


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- (c) will be interpreted in a manner that is consistent with this Education Agreement.

10.10 The initial Anishinabek Nation Education Fiscal Transfer Agreement is intended to:

- (a) set out the Agreed-Upon Education Programs and Services and one-time implementation activities;
- (b) set out the term of the Anishinabek Nation Education Fiscal Transfer Agreement and the process for concluding subsequent fiscal transfer agreements;
- (c) set out the procedures for calculating and the timing for the delivery of the Transfer Payment;
- (d) set out a methodology for adjustment of the Transfer Payment, including changes in price and volume;
- (e) set out the process for addressing general funding increases;
- (f) set out the process for addressing extraordinary circumstances;
- (g) set out accountability requirements;
- (h) set out administrative procedures;
- (i) set out procedures for the collection, exchange and verification of information, including statistical and financial information required for the administration of the Anishinabek Nation Education Fiscal Transfer Agreement;
- (j) identify the dispute resolution mechanism;
- (k) set out amendment procedures;
- (l) set out the responsibilities of the Parties;
- (m) set out an approach for amalgamating the fiscal transfer agreements for this Education Agreement and the Anishinabek Nation Governance Agreement; and
- (n) set out other matters agreed to by the Parties.

Considerations in Concluding the Initial Anishinabek Nation Education Fiscal Transfer Agreement

10.11 In concluding the initial Anishinabek Nation Education Fiscal Transfer Agreement, the Parties considered:

- (a) the Agreed-Upon Education Programs and Services;
 - (b) the cost of establishing and operating the Anishinabek Education System related to responsibilities under this Education Agreement, including the cost of providing for the direct or indirect delivery of Primary, Elementary and Secondary Education that are reasonably comparable to education programs and services available in communities of similar size and circumstance within the education systems publicly funded by the Province of Ontario;
 - (c) the cost of providing reasonably comparable education programs and services within the education systems publicly funded by the Province of Ontario in communities of similar size and circumstance;
 - (d) the cost of administering the Post-Secondary Education Program;
 - (e) the responsibilities of the Parties under this Education Agreement and the Anishinabek Nation Education Fiscal Transfer Agreement;
 - (f) the cost of the one-time implementation activities;
-
- (g) the existing levels of funding provided by Canada to the Participating First Nations for the Agreed-Upon Education Programs and Services;
 - (h) the funding provided by Canada to other First Nations in Ontario for education programs and services;
 - (i) the prevailing fiscal policies of Canada in relation to the financing of aboriginal governments under self-government agreements;
 - (j) the desirability of reasonably stable, predictable and flexible fiscal arrangements;
 - (k) supporting the Participating First Nations in their efforts to improve their social well-being and economic prosperity; and
 - (l) cost efficiencies, economies of scale and cost effectiveness in the delivery of Primary, Elementary and Secondary Education.

Transfer Payments

10.12 The Transfer Payment is subject to appropriation by Parliament.

10.13 For greater certainty, any unexpended Transfer Payment will not be returned to Canada.


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Accountability

- 10.14 Each Participating First Nation and the Kinomaadswin Education Body will prepare financial statements and reports in accordance with the Anishinabek Nation Education Fiscal Transfer Agreement and Generally Accepted Accounting Principles.

Transition from Existing Funding Arrangements to the Anishinabek Nation Education Fiscal Transfer Agreement

- 10.15 On the Effective Date, any funding provided by Canada to each Participating First Nation in relevant funding agreements that precede the Anishinabek Nation Education Fiscal Transfer Agreement for programs and services which are similar to the Agreed-Upon Education Programs and Services will be replaced by the Transfer Payment.

Extraordinary Circumstances

- 10.16 For the purposes of this Education Agreement and the Anishinabek Nation Education Fiscal Transfer Agreement, an extraordinary circumstance:

- (a) is one that generates expenses or otherwise requires the dedication of resources to such an extent that the financial ability of a Participating First Nation or the Kinomaadswin Education Body to meet its obligations under this Education Agreement or the Anishinabek Nation Education Fiscal Transfer Agreement is significantly impaired; and
- (b) may include:
 - (i) a natural disaster on or near the Reserve of a Participating First Nation;
 - (ii) a health or safety emergency on or near the Reserve of a Participating First Nation;
 - (iii) a change in any aspect of a federal law or an Ontario law, education program, service, or standard that is consequential to the comparability standards pursuant to section 5.5 which requires a Participating First Nation or the Kinomaadswin Education Body to take financial steps to maintain or continue compliance with those comparability standards;
 - (iv) other events that are beyond the control of a Participating First Nation or the Kinomaadswin Education Body and create unexpected financial or other obligations.


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Third Party Management

- 10.17 The Transfer Payment will not be subject to the Department of Indian Affairs and Northern Development's Default Prevention Management Policy or its successor.


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**CHAPTER
11****ACCESS TO INFORMATION AND PRIVACY**

- 11.1 Canada will recommend to Parliament amendments to the *Access to Information Act* and the *Privacy Act* to protect from disclosure information provided in confidence by the Participating First Nations as if it were information provided to Canada by another government in Canada.
- 11.2 Canada will recommend to Parliament amendments to the *Privacy Act* to allow the Participating First Nations access to information necessary for the Participating First Nations to exercise law-making power and other authority under this Education Agreement.
- 11.3 Each Participating First Nation may enter into an agreement with Canada, the Kinomaadswin Education Body, or each other in respect of the collection, protection, retention, use, disclosure, or confidentiality of data and information related to education.
- 11.4 Canada may provide information to a Participating First Nation in confidence provided the Participating First Nation education law addresses the protection of confidential information or has entered into a written agreement with Canada for the protection of confidential information related to education.
- 11.5 Canada is not required to disclose information that is required to be withheld under a federal law.
- 11.6 A Participating First Nation is not required to disclose information that is required to be withheld under a federal law or an education law of that Participating First Nation.
- 11.7 The Parties are not required to disclose information that may be withheld under a privilege at law.
- 11.8 Each Participating First Nation will develop and maintain a system to provide a person who has a direct and significant interest in the Anishinabek Education System with access to data and information held by that Participating First Nation.
- 11.9 In developing exemptions to access to information, each Participating First Nation will be guided by the exemptions contained in existing access to information and privacy legislation in Canada.


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**CHAPTER
12****RELATIONSHIP OF LAWS****Relationship of Laws**

- 12.1 Each Participating First Nation education law made under this Education Agreement operates concurrently with federal and provincial laws, unless otherwise provided in this Agreement.
- 12.2 Each Participating First Nation education law enacted under this Education Agreement prevails to the extent of a Conflict with a federal or provincial law, unless otherwise provided in this Agreement.

Application of Federal Laws

- 12.3 Federal laws apply to each Participating First Nation, its Reserve, all persons on its Reserve, the Kinomaadswin Education Body and Anishinaabe Institutions unless otherwise provided in this Education Agreement.
- 12.4 For greater certainty, the Participating First Nation law-making power and other authority under this Education Agreement do not extend to matters not specifically addressed in this Agreement, including:
- (a) criminal law or criminal procedure;
 - (b) labour relations and working conditions;
 - (c) Intellectual Property;
 - (d) aeronautics, navigation and shipping; or
 - (e) the official languages of Canada.

Application of Provincial Laws

- 12.5 Any applicable provincial laws continue to apply to each Participating First Nation, its Reserve, all persons on its Reserve, the Kinomaadswin Education Body and Anishinaabe Institutions, unless otherwise provided in this Education Agreement or any agreement between the Participating First Nations and the Province of Ontario.


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Conflict of Laws

- 12.6 Notwithstanding any other provision in this Education Agreement, in the event of a Conflict between a federal law in relation to peace, order and good government, criminal law, the protection of the health and safety of all Canadians, the protection of human rights, or other matters of overriding national importance and a Participating First Nation education law, the federal law prevails to the extent of the Conflict.
- 12.7 A federal or provincial law prevails to the extent of a Conflict with a provision of a Participating First Nation education law under this Education Agreement that has a double aspect with, or an incidental impact on, a subject matter for which that Participating First Nation:
- (a) has no law-making power under this Agreement; or
 - (b) has law-making power under this Agreement but in respect of which this Agreement sets out that a federal or provincial law would prevail in the event of a Conflict.
- 12.8 In the event of a Conflict between the federal legislation giving effect to this Education Agreement and this Agreement, this Agreement prevails to the extent of the Conflict.
- 12.9 In the event of a Conflict between a federal law and this Education Agreement, this Agreement prevails to the extent of the Conflict.
- 12.10 In the event of a Conflict between the federal legislation giving effect to this Education Agreement and any other federal law, the federal legislation giving effect to this Agreement prevails to the extent of the Conflict.

Canada's International Legal Obligations

- 12.11 Prior to expressing consent to be bound by an International Treaty which would give rise to a new International Legal Obligation, compliance with which may adversely affect a right of a Participating First Nation under this Education Agreement, Canada will consult with the Participating First Nation with respect to the International Legal Obligation, either separately or through a forum that Canada determines is appropriate.
- 12.12 Where Canada informs a Participating First Nation that a law or other exercise of authority of that Participating First Nation under this Education Agreement will adversely affect Canada's ability to comply with an International Legal Obligation, that Participating First Nation and Canada will discuss how the law or other exercise of authority could be modified so that Canada is able to comply with the International Legal Obligation.


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- 12.13 Where Canada's compliance with an International Legal Obligation is under consideration by an International Tribunal as a result of a law or other exercise of authority of a Participating First Nation under this Education Agreement, Canada will notify the Participating First Nation. Further, Canada and that Participating First Nation will discuss the development of the position to be taken by Canada before the International Tribunal regarding the law or other exercise of authority of the Participating First Nation. If requested by Canada, the Participating First Nation will assist Canada in the preparation of Canada's position, including by providing documents and witnesses in relation to the law or other exercise of authority of the Participating First Nation. The specific means of participation will be discussed by Canada and the Participating First Nations.
- 12.14 If there is a finding by an International Tribunal of non-compliance by Canada with an International Legal Obligation attributable to a law or other exercise of authority of a Participating First Nation under this Education Agreement, the Participating First Nation will, at the request of Canada, take such measures as may be necessary to enable Canada to comply with the International Legal Obligation.

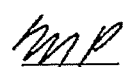

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**CHAPTER
13****APPLICATION OF THE *INDIAN ACT*****Continuing Application of the *Indian Act***

- 13.1 Unless otherwise provided in sections 13.2 to 13.4, as of Effective Date, the *Indian Act* will continue to apply to each Participating First Nation, its Members and its Reserve.

Sections 114 to 122 of the *Indian Act*

- 13.2 As of the Effective Date, sections 114 (1) and 115 to 122 of the *Indian Act* no longer apply to a Participating First Nation that has enacted an education law pursuant to section 5.3.
- 13.3 Notwithstanding sections 5.3 and 13.2, conditional upon the provision of written notice to the Parties not less than 14 days before the Effective Date, a Participating First Nation may delay enactment of its education law for not more than 60 days after the Effective Date.
- 13.4 Sections 114(1) and 115 to 122 of the *Indian Act* continue to apply to a Participating First Nation that acts pursuant to section 13.3, for the lesser of 60 days or as long as that Participating First Nation so acts.


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**CHAPTER
14****THE RELATIONSHIP BETWEEN THIS EDUCATION
AGREEMENT AND THE ANISHINABEK NATION
GOVERNANCE AGREEMENT**

- 14.1 This Education Agreement and the Anishinabek Nation Governance Agreement are intended to operate concurrently.
- 14.2 The Participating First Nations agree that this Education Agreement, excluding the provisions that only appear in this Agreement, may be affected by the Anishinabek Nation Government's exercise of the law-making powers and other authorities under the Anishinabek Nation Governance Agreement.
- 14.3 Each Participating First Nation that is a party to this Education Agreement and to the Anishinabek Nation Governance Agreement will exercise its law-making powers and other authorities under this Agreement through its "Participating First Nation Government" as defined in the Anishinabek Nation Governance Agreement.
- 14.4 As soon as practicable after the First Nation ratification of the Anishinabek Nation Governance Agreement, the Participating First Nations and the participating First Nations of the Anishinabek Nation Governance Agreement will:
- (a) address education and operational matters, including representation within the structures of the Anishinabek Nation Government; and
 - (b) take measures to avoid the duplication of activities, functions and processes relating to the implementation of this Education Agreement and the Anishinabek Nation Governance Agreement.
- 14.5 For greater certainty, in the event that a Participating First Nation ratifies this Education Agreement but does not ratify the Anishinabek Nation Governance Agreement, that Participating First Nation will continue to be eligible to participate in and benefit from any federal program or service similar to those set out in the agreed-upon programs and services of the Anishinabek Nation Governance Agreement in accordance with the general criteria established from time to time to the extent that that Participating First Nation has not assumed responsibility for the provision of a similar program or service under the Anishinabek Nation Education Fiscal Transfer Agreement or its successor.
- 14.6 In the event of a Conflict between this Education Agreement and a provision of the Anishinabek Nation Governance Agreement, the Anishinabek Nation Governance Agreement will prevail to the extent of the Conflict.


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Fiscal Transfer Agreement

- 14.7 The first subsequent Anishinabek Nation Fiscal Transfer Agreement will amalgamate the Anishinabek Nation Education Fiscal Transfer Agreement and the Anishinabek Nation Fiscal Transfer Agreement into a single fiscal transfer agreement.

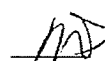

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CHAPTER
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THE PROVINCE OF ONTARIO

- 15.1 The support of the Province of Ontario is desirable in assisting the Participating First Nations to realize their education objectives in the areas of Primary, Elementary and Secondary Education.
- 15.2 The Participating First Nations may work in cooperation with the Province of Ontario to ensure that matters of mutual interest, including the subjects of standards and transferability, are practically addressed.


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**CHAPTER
16****FUTURE NEGOTIATIONS**

- 16.1 It is the intention of the Participating First Nations to seek further negotiations with Canada to set out additional jurisdictional arrangements.
- 16.2 The Parties recognize that future jurisdictional arrangements may affect areas of provincial jurisdiction. It is the position of Canada that, with respect to such subject matters, the negotiation of any self-government agreement may require the participation of the Province of Ontario.



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**CHAPTER
17****AMENDMENTS****Amendment of this Education Agreement**

- 17.1 This Education Agreement may only be amended in writing by the Parties.
- 17.2 The consent to any amendment will be approved in the following order:
- (a) in the case of the Participating First Nations, by a majority of the Participating First Nations passing band council resolutions in support of the amendment; and
 - (b) in the case of Canada, by the Minister of Indian Affairs and Northern Development signing the amendment as authorized by the Governor in Council or, if required, enactment of federal legislation giving effect to the amendment.
- 17.3 The Kinomaadswin Education Body will provide the written consent obtained pursuant to sub-section 17.2(a) to Canada within 10 days of such consent, and Canada will provide the written consent obtained pursuant to sub-section 17.2(b) to the Kinomaadswin Education Body within 10 days of such consent.
- 17.4 An amendment to this Education Agreement takes effect on a date agreed in writing.

Addition of a Party to this Education Agreement

- 17.5 Subject to sections 17.6 to 17.11, this Education Agreement will be amended to include a First Nation that becomes a Party after the Effective Date by adding that First Nation as a Participating First Nation.
- 17.6 A First Nation seeking to become a Party to this Education Agreement after the Effective Date will:
- (a) where applicable, secure consent as outlined in section 17.9;
 - (b) be in possession of a constitution pursuant to Chapter 4; and
 - (c) complete a ratification vote pursuant to sections 18.1 to 18.7 (a).
- 17.7 After a First Nation secures consent pursuant to sub-section 17.6(a) and before the First Nation completes a ratification vote under sub-section 17.6(c), the Implementation and Operations Committee will propose amendments to this Education Agreement, the Anishinabek Nation Education Fiscal Transfer Agreement and the Education Implementation Plan.


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- 17.8 Each First Nation seeking to become a Party to this Education Agreement will complete the steps in section 17.6 at least 1 full fiscal year prior to its intended date of addition as determined under section 17.11.
- 17.9 Where a First Nation that was not a member of the Union of Ontario Indians as of the Effective Date seeks to become a Party to this Education Agreement after the Effective Date, that First Nation will secure the prior written consent of Canada and of a majority of the Participating First Nations.
- 17.10 Where a First Nation that was a member of the Union of Ontario Indians prior to the Effective Date seeks to become a Party to this Education Agreement after the Effective Date, the First Nation will ratify this Agreement pursuant to section 17.11.
- 17.11 A First Nation seeking to become a Party to this Education Agreement after the Effective Date will ratify this Agreement, as well as a constitution, in accordance with this Agreement and with necessary modification to the ratification process as agreed in writing.
- 17.12 Where a First Nation becomes a Party to this Education Agreement pursuant to section 17.5, the amendments will be in effect at the commencement of the third fiscal year of the Anishinabek Nation Education Fiscal Transfer Agreement, at the renewal of the Anishinabek Nation Education Fiscal Transfer Agreement, or at any other time agreed in writing.
- 17.13 A First Nation that becomes Party to this Education Agreement after the Effective Date will be eligible to receive transfer payments for implementation activities pursuant to terms and in amounts as negotiated either for the commencement of the 3rd fiscal year of the Anishinabek Nation Education Fiscal Transfer Agreement, at the renewal of that Agreement, or at any other time agreed in writing.


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**CHAPTER
18****RATIFICATION**

- 18.1 In this Chapter and in Schedule B, "Eligible Voter" means a person:
- (a) who is 18 years of age or over by the last day of the voting period described in Schedule B; and
 - (b) whose name appears on the "band list" as defined in the *Indian Act* of a First Nation that is participating in a ratification vote or who is entitled to have his name appear on the "band list" of that First Nation.

Ratification by First Nations

- 18.2 The process to be used by each First Nation to ratify this Education Agreement and to authorize the signing of this Agreement and the Anishinabek Nation Education Fiscal Transfer Agreement is set out in Schedule B.
- 18.3 A First Nation that is participating in a ratification vote may ratify its constitution at the same time it ratifies this Education Agreement. The process to ratify its constitution is set out in Schedule B.
- 18.4 A First Nation that is participating in a ratification vote who has already ratified its constitution will acknowledge the prior approval of their constitution using the process set out in Schedule B.
- 18.5 The process set out in Schedule B is guided by, among other things, the following principles:
- (a) openness and transparency;
 - (b) meaningful opportunities for Eligible Voters of a First Nation to participate in the ratification of this Education Agreement; and
 - (c) access to information.
- 18.6 Prior to the ratification vote being conducted, each First Nation will take reasonable steps to inform its Eligible Voters of:
- (a) their right to vote;
 - (b) the manner in which that right can be exercised; and

- (c) the content of this Education Agreement, their Participating First Nation constitution, the Anishinabek Nation Education Fiscal Transfer Agreement and the Education Implementation Plan.

Ratification Threshold

18.7 Ratification of this Education Agreement requires that:

- (a) a minimum of 25% plus 1 of a First Nation's Eligible Voters vote "YES" and those who vote "YES" represent a majority of those who voted; and
- (b) the authorized representatives of a minimum of 12 First Nations that approved this Education Agreement pursuant to sub-section 18.7(a) sign this Agreement.

Ratification Committee


- 18.8 The Parties will establish a Ratification Committee consisting of 2 individuals appointed by the First Nations and 2 individuals appointed by Canada, unless otherwise agreed in writing.
- 18.9 The Ratification Committee will supervise the implementation and conduct the ratification process set out in Schedule B.
- 18.10 Decisions of the Ratification Committee will be made by consensus with final appeal to the Parties.

Communicating Results of the Participating First Nations' Votes

- 18.11 Prior to the ratification vote, the Parties will prepare a joint communications strategy for the release of the First Nation's ratification results.
- 18.12 As soon as practicable after the last day of the voting period described in Schedule B, the Ratification Committee will provide a written report to the Parties setting out the official results of each First Nation's ratification vote.
- 18.13 The authorized representatives of the Union of Ontario Indians and Canada will meet within 14 days after the last day of the voting period described in Schedule B to discuss the implications and any further course of action.

Ratification by Canada

- 18.14 Following notification that the ratification requirements pursuant to section 18.7 are met, the Minister of Indian Affairs and Northern Development will seek the approval of the Governor in Council to:


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- (a) sign this Education Agreement and the Anishinabek Nation Education Fiscal Transfer Agreement; and
- (b) introduce legislation in Parliament to give effect to this Education Agreement.

18.15 Canada will have ratified this Education Agreement when the federal legislation giving effect to this Agreement comes into force.

Cost of Ratification

18.16 Canada will pay the costs associated with the ratification of this Education Agreement, including the establishment and operation of the Ratification Committee, in an amount to be agreed upon by the Union of Ontario Indians and Canada prior to the commencement of the ratification process.

Consultation on Federal Legislation

18.17 Canada will consult with the Participating First Nations in the preparation of the federal legislation which will give effect to this Education Agreement by providing:

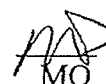
- (a) drafts of the legislation;
- (b) a reasonable period of time within which to permit the Participating First Nations to prepare and present their comments on the drafts of the legislation; and
- (c) a timely written response to any comments received from the Participating First Nations.

18.18 The Participating First Nations will identify a representative for the purposes of section 18.17.

18.19 Canada will consult with a representative of the Participating First Nations on any future amendments that may be required to the federal legislation that gives effect to this Education Agreement.

Effective Date

18.20 This Education Agreement is legally binding as of the Effective Date.


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**CHAPTER
19****IMPLEMENTATION****Shared Commitment of the Parties**

- 19.1 The Parties are committed to implementing this Education Agreement by carrying out their respective obligations under this Agreement.
- 19.2 The Participating First Nations, the Kinomaadswin Education Body and Canada will share, in a timely manner, data and information reasonably required for purposes of implementing and monitoring this Education Agreement.
- 19.3 To guide the implementation of this Education Agreement, the Parties have developed an Education Implementation Plan.

Term of the Education Implementation Plan

- 19.4 The term of the Education Implementation Plan is 10 years from the Effective Date and may be extended for any additional period as agreed in writing.

The Education Implementation Plan

- 19.5 The Education Implementation Plan:
- (a) identifies the obligations of the Parties in this Education Agreement;
 - (b) identifies the activities to be undertaken to fulfill those obligations and the responsible Party;
 - (c) identifies the timeframe for the completion of implementation activities; and
 - (d) addresses any other matters agreed to by the Parties.

Status of the Education Implementation Plan

- 19.6 The Education Implementation Plan:
- (a) does not form part of this Education Agreement;
 - (b) is not a contract between the Parties;
 - (c) is not a treaty within the meaning of section 35 of the *Constitution Act, 1982*;
 - (d) does not alter any rights or obligations under this Education Agreement;


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- (e) will not create legal obligations that are binding on the Parties;
- (f) will not be used to limit or interpret this Education Agreement; and
- (g) will not preclude any Party from asserting that other obligations exist under this Education Agreement even though they are not under the Education Implementation Plan.

Establishment and Role of the Implementation and Operations Committee

- 19.7 As of the Effective Date, the Implementation and Operations Committee will be established comprised of 3 representatives: 1 for Canada; 1 for the Kinomaadswin Education Body; and 1 for the Participating First Nations.
- 19.8 The Implementation and Operations Committee will:
- (a) monitor and assess the implementation of this Education Agreement and the Anishinabek Nation Education Fiscal Transfer Agreement;
 - (b) identify any implementation issues and provide advice and recommendations to the Parties on ways implementation can be strengthened, including whether any amendments to this Education Agreement or the Anishinabek Nation Education Fiscal Transfer Agreement should be considered;
 - (c) attempt to resolve implementation issues informally to prevent or minimize disputes;
 - (d) develop and maintain a roster of mediators and arbitrators;
 - (e) amend the Education Implementation Plan by agreement in writing;
 - (f) ensure that an annual update on the implementation of this Education Agreement is prepared;
 - (g) establish the procedures and rules to govern its operation;
 - (h) establish working groups as required;
 - (i) make decisions by unanimous agreement;
 - (j) meet annually or more often as required;
 - (k) seek advice or support as required;


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- (l) operate for the term of the Education Implementation Plan or any other such period agreed in writing by the Kinomaadswin Education Body and Canada; and
 - (m) address any other matters agreed to by the Parties.
- 19.9 Each party is responsible for its own costs of participation in the Implementation and Operations Committee.
- 19.10 Canada will make the annual update pursuant to sub-section 19.8(f) publicly available.
- 19.11 In the year prior to the expiry of the first Education Implementation Plan, the Implementation and Operations Committee will consider whether the activities under the Implementation Plan have been completed and if the Implementation Plan should be extended.


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**CHAPTER
20****DISPUTE RESOLUTION****General**

- 20.1 In this Chapter, the “parties to the dispute” means:
- (a) 1 or more Participating First Nations and Canada; or
 - (b) the Kinomaadswin Education Body on behalf of 1 or more Participating First Nations and Canada.
- 20.2 The Parties will use best efforts to prevent or minimize disputes in relation to the interpretation, application or implementation of this Education Agreement.
- 20.3 Where the 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 Chapter.
- 20.4 Unless otherwise provided in this Education Agreement and prior to referring a dispute to a court, a dispute will progress through the following stages until resolved:
- (a) initial written notice of the matter in dispute pursuant to section 20.10;
 - (b) collaborative negotiations pursuant to section 20.11;
 - (c) mediation pursuant to sections 20.12 to 20.14; and
 - (d) arbitration pursuant to sections 20.17 to 20.23.
- 20.5 A dispute regarding Canada’s compliance with an International Legal Obligation or a dispute relating to a determination by an International Tribunal concerning Canada’s compliance with an International Legal Obligation will not be referred to dispute resolution under this Chapter.


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20.6 Where a dispute is resolved pursuant to this Chapter, 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.

20.7 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.

20.8 Where the parties to the dispute agree, a time frame set out in this Chapter may be amended.

Roster of Mediators and Arbitrators

20.9 The Implementation and Operations Committee will develop and maintain a roster of qualified mediators and arbitrators.

Notice

20.10 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 Negotiations

20.11 Upon receipt of a notice delivered pursuant to section 20.10, each party to the dispute agrees to:

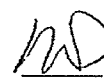
- (a) within 5 days of receipt of the notice, appoint a senior official, with the appropriate authority to respond, resolve and sign an agreement in resolution of the dispute;
- (b) within 5 days of appointing the senior official, provide a written acknowledgment of the notice of dispute and identify the senior official;
- (c) within 5 days of providing the written acknowledgment, provide such information and documents 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 15 days of the written acknowledgment described in sub-section 20.11(b), and attempt to resolve the dispute through collaborative negotiations.

Mediation

- 20.12 If a dispute cannot be resolved by the senior officials through collaborative negotiations within 30 days, the parties to the dispute will jointly select a mediator from the roster provided for in section 20.9.
- 20.13 If the parties to the dispute are unable to agree on a mediator from the roster within 10 days after the end of collaborative negotiations, the parties to the dispute will, within an additional 15 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.
- 20.14 Within 15 days of a mediator being retained, the mediator will consult the parties to the dispute to arrange for the commencement of the mediation.
- 20.15 Within 10 days of the conclusion of mediation, whether by way of a resolution of the dispute or otherwise, the mediator will submit a report to the parties to the dispute.
- 20.16 If the parties to the dispute are unable to resolve the dispute within 60 days of the first mediation session, the parties to the dispute may agree to submit the dispute to arbitration.

Arbitration

- 20.17 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 20.9.
- 20.18 If the parties to the dispute are unable to agree on an arbitrator from the roster within 10 days after the end of mediation, the parties to the dispute will, within an additional 15 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.


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- 20.19 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 days of the appointment of the arbitrator, the arbitration will be conducted in accordance with the *Ontario Arbitration Act, 1991*.
- 20.20 Within 30 days of the conclusion of the arbitration hearing, the arbitrator will make a decision and provide a written copy of the decision to each party to the dispute.
- 20.21 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.
- 20.22 If the parties to the dispute do not agree to submit the dispute to arbitration, the dispute may be referred to the Federal Court of Canada.
- 20.23 A dispute related to the calculation of the Transfer Payment will not be referred to arbitration.

Costs of Mediation or Arbitration

- 20.24 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.
- 20.25 Notwithstanding section 20.24, an arbitrator may award costs in accordance with the *Ontario Arbitration Act, 1991*.

Continuing Obligations

- 20.26 A dispute does not relieve a party to the dispute of its obligations under this Education Agreement or the Anishinabek Nation Education Fiscal Transfer Agreement.

Continuity of Primary, Elementary and Secondary Education

- 20.27 In the event of a dispute, the parties to the dispute will ensure the continuity of Primary, Elementary and Secondary Education.


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**CHAPTER
21****OTHER PROVISIONS****Entire Agreement**

- 21.1 This Education Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement. There is no representation, warranty, condition, or collateral agreement affecting this Education Agreement, save for those expressed in this Agreement.
- 21.2 For greater certainty, this Education Agreement does not create any enforceable right, obligation, privilege, benefit, power, duty, or liability until the Effective Date.

No Implied Waiver

- 21.3 A provision of this Education 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.
- 21.4 The waiver by a Party pursuant to section 21.3 will not be deemed to be a waiver by the other Party of any subsequent or other default of the same or any other provision of this Agreement.

Service of Notice

- 21.5 Any notice or other communications under or related to this Education Agreement will be in writing and will be:
- (a) delivered personally or by prepaid courier service;
 - (b) by prepaid registered mail requiring signature on delivery;
 - (c) transmitted by facsimile or electronic means; or
 - (d) communicated by any other means agreed to by the Parties.
- 21.6 Any notice or other communications will be considered to have been given, made or delivered, and received when:
- (a) delivered personally or by courier at the start of business on the next business day after the business day on which it was received by the addressee;
 - (b) by prepaid registered mail in Canada, when the postal receipt is acknowledged by the addressee;


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- (c) transmitted by facsimile or electronic means and the sender receives confirmation of the transmission at the start of business on the next business day after the day on which it was transmitted; or
- (d) communicated by any other means, received on a date agreed to by the Parties.

21.7 Any notice or communications will be provided to a Party at the address below:

For the Participating First Nations:
addresses set out in Schedule A.

For the Kinomaadswin Education Body:
1 Miigizi Mikan,
Nipissing First Nation, Ontario P1B 8J8
Fax: 705-497-9135

For Canada:
Minister of Indian Affairs and Northern Development
10 Wellington Street
Gatineau, Quebec, K1A 0H4
Fax: (819) 953-4941

21.8 Where a Participating First Nation, Kinomaadswin Education Body, or Canada changes its address or facsimile number, it will give written notice of the change to the others.

No Assignment

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

Enurement

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

Severability

21.11 If a court of competent jurisdiction determines that any provision of this Education 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.

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

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

Counterparts

21.14 This Education 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.


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

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SCHEDULES OF THIS EDUCATION AGREEMENT

22.1 The schedules that form part of this Education Agreement are:

- (a) Schedule A – Participating First Nations and their Addresses; and
- (b) Schedule B – Ratification Process.


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IN WITNESS THEREOF, this Education Agreement is hereby executed by the Participating First Nations on their own behalf, and the Minister of Indian Affairs and Northern Development on behalf of Canada on this _____ day of _____, 201__.

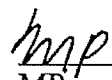
Chiefs of the First Nations

Witness

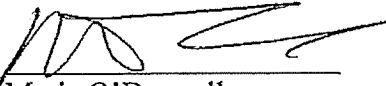
Minister of Indian Affairs and
Northern Development

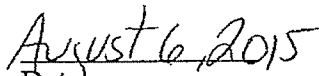
Witness

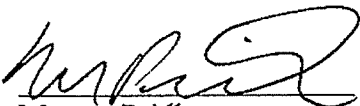

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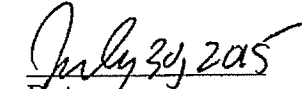

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The lead negotiators, as indicated by their initials, recommend the contents of this Education Agreement to their principals for execution.

Initialed by: 
Marie O'Donnell
Negotiator
Union of Ontario Indians


Date

Initialed by: 
Murray Pridham
Federal Negotiator
Indian and Northern Affairs Canada


Date

SCHEDULE A

**PARTICIPATING FIRST NATIONS AND
THEIR ADDRESSES**


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SCHEDULE B**RATIFICATION PROCESS****PART 1 PURPOSE**

- 1.1 The purpose of this Schedule is to describe the Ratification Process to be used by each First Nation to:
- (a) ratify this Education Agreement;
 - (b) ratify or acknowledge their First Nation constitution; and
 - (c) authorize the signing of this Education Agreement and the Anishinabek Nation Education Fiscal Transfer Agreement.

PART 2 DEFINITIONS

- 2.1 Any definition in this Education Agreement has the same meaning in this Schedule, unless otherwise indicated.

- 2.2 In this Schedule:

“Ballot” means Form 1 which the Ratification Vote Manager has initialled in such a manner that the initials can be seen when the Ballot is folded;

“Cast Ballot” is a Ballot that has been marked by an Eligible Voter and deposited in a Ballot box;

“Deputy Ratification Vote Manager” means the person described in sub-section 4.1(b) of this Schedule;

“Electronic Voter Management System” means the electronic system, including software, utilized by each First Nation and the Union of Ontario Indians in order to prevent the casting of multiple votes by individual Eligible Voters, as well as to assist regarding other aspects of the ratification vote;

“First Nation Ratification Officer” means each person described in Part 6 of this Schedule;

“Form” means a form attached to this Schedule;

“List of Eligible Voters” means the list of persons within each First Nation who are entitled to cast a Ballot in the ratification vote, including their names, band numbers and addresses, as created and updated from time to time pursuant to this Schedule;


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“Notice of Vote” means Form 2 of this Schedule;

“Ratification Committee” means the committee established pursuant to Chapter 18 of this Education Agreement;

“Ratification Process” means the process set out in this Schedule;

“Ratification Vote Manager” means the person described in Part 4 of this Schedule;

“Spoiled Ballot” is a Ballot that is described in section 16.25 of this Schedule that is found by the First Nation Ratification Officer, the Urban Centre Ratification Officer, or deputy to be spoiled;

“Unused Ballot” is a Ballot that has not been handled by an Eligible Voter and remains with the First Nation Ratification Officer, the Urban Centre Ratification Officer, or deputy, at the close of the Voting Station;

“Urban Centre” means a city listed in Appendix A where a Voting Station is located and may include any location determined by the Ratification Committee under section 3.5 of this Schedule;

“Urban Centre Ratification Officer” means each person described in Part 7 of this Schedule;

“Voting Period” means a period set by the Parties for the holding of ratification votes in Urban Centres and on the Reserve of First Nations, and for the purposes of the ratification vote on this Education Agreement, means a period of 2 days for holding ratification votes in the Urban Centres pursuant to this Schedule, immediately followed by a period of 3 days for holding ratification votes on the Reserve of the First Nations pursuant to this Schedule; and

“Voting Station” means each location where a ratification vote is to take place, whether on the Reserve of a First Nation or in an Urban Centre.

PART 3 RATIFICATION COMMITTEE

- 3.1. A Ratification Committee will be established by the Parties as soon as practicable but not later than 270 days prior to the start of Voting Period to supervise the implementation and conduct of the Ratification Process.
- 3.2. The Ratification Committee will meet monthly or more often as required.
- 3.3. The Ratification Committee, not later than 210 days prior to the start of the Voting Period, will provide guidelines to assist First Nations in the development and execution of reasonable plans to confirm addresses of Eligible Voters living off-Reserve.
- 3.4. Each First Nation will submit a written report to the Ratification Committee, not later than 160 days prior to the start of Voting Period, documenting its efforts to confirm addresses of its Eligible Voters living off-Reserve.
- 3.5. The Ratification Committee, between 180 and 160 days prior to Voting Period, will confirm the Urban Centre and may establish additional Urban Centres based on band council resolutions and available funding.
- 3.6. The Ratification Committee will develop the qualifications of and training requirements for the Ratification Vote Manager, First Nation Ratification Officers, Urban Centre Ratification Officers and their respective deputies.
- 3.7. The Ratification Committee will develop and make available guidelines, rules, processes and procedures to augment those in this Schedule, with regard to the conduct of the ratification vote, including:
 - (a) rules regarding the Voting Stations, including physical access;
 - (b) rules regarding Ballot boxes and mail-in Ballots, including the maintenance and documentation of the security of Ballot boxes throughout the Ratification Process;
 - (c) procedures to ensure the sufficiency, availability and provision of ratification materials;
 - (d) procedures to ensure standardized communications and proper staffing with regard to toll-free numbers;
 - (e) the criteria to determine the need for provision of access to, and the qualifications of interpreters;
 - (f) rules regarding the completion of the initial List of Eligible Voters;
 - (g) rules regarding the standards of proof of identity and age;


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- (h) rules to amend, add, or delete names on the List of Eligible Voters and the criteria for appeals;
 - (i) rules related to the collection, retention, storage and access to information on the Electronic Voter Management System;
 - (j) the establishment of standard contracts for the Ratification Vote Manager, Deputy Ratification Vote Manager, First Nation Ratification Officers, Urban Centre Ratification Officers, deputies and interpreters;
 - (k) guidelines for conducting and reporting on information sessions required pursuant to Part 12 of this Schedule;
 - (l) criteria for delaying the portion of the Voting Period on a First Nation Reserve; and
 - (m) criteria for changing the uniform hours of operation for Voting Stations during Voting Period.
- 3.8. Not later than 90 days prior to the start of Voting Period, the Ratification Committee will appoint an appeal board, composed of 3 individuals who are not Eligible Voters, who possess elections, referendum, or administrative law experience, and who are, in the opinion of the Ratification Committee, considered to be impartial, to hear objections pursuant to Part 19 of this Schedule.

PART 4 RATIFICATION VOTE MANAGER AND DEPUTY RATIFICATION VOTE MANAGER

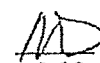
- 4.1 Not later than 210 days prior to the start of Voting Period, the Union of Ontario Indians will enter into a contract with:
- (a) a Ratification Vote Manager who will be responsible for the implementation and conduct of the Ratification Process and be vested with the powers necessary for these functions; and
 - (b) a Deputy Ratification Vote Manager who will work under the supervision and direction of the Ratification Vote Manager to support the implementation and conduct of the Ratification Process, and be vested with the powers necessary for these functions.
- 4.2 The following persons may not be appointed as the Ratification Vote Manager or as the Deputy Ratification Vote Manager:
- (a) minors;


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- (b) persons currently holding elected office within a First Nation which is participating in the Ratification Process or Grand Council Chief, Deputy Grand Council Chief, or Regional Chiefs of the Union of Ontario Indians;
 - (c) members of the Ratification Committee;
 - (d) current employees or contractors of the Department of Indian Affairs and Northern Development;
 - (e) current employees or contractors of the Union of Ontario Indians; or
 - (f) persons found guilty of an offence under the electoral laws, by-laws, or regulations of Canada, or any Province, or any First Nation.
- 4.3 The Ratification Vote Manager will report to, and take direction from, the Ratification Committee.
- 4.4 The Ratification Vote Manager will supervise and provide direction to the First Nation Ratification Officers, to the Urban Centre Ratification Officers and to any appointed deputies on the conduct of the Ratification Process.
- 4.5 The Ratification Vote Manager will be responsible for the control of all Ballots, including:
- (a) placing his initials on the Ballots;
 - (b) distributing of all Ballots to the First Nation Ratification Officers and Urban Centre Ratification Officers; and
 - (c) requiring the First Nation Ratification Officers and Urban Centre Ratification Officers to account for all Ballots that they receive.
- 4.6 The Ratification Vote Manager and the Deputy Ratification Vote Manager will not at any time divulge any information received on individual voting preferences and, from a period commencing upon appointment and ending upon the greater of 14 days after Voting Period or the day of the completion of proceedings regarding any objections, including any related litigation, promote or express publicly any personal opinions about the utility of either a "YES" or a "NO" vote.

PART 5 BAND COUNCIL RESOLUTIONS

- 5.1 Each First Nation will pass a band council resolution not later than 180 days prior to the start of Voting Period to:


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- (a) order that a ratification vote be held for that First Nation pursuant to this Schedule;
 - (b) confirm the Voting Period;
 - (c) direct that a First Nation Ratification Officer with the qualifications set out by the Ratification Committee be engaged; and
 - (d) identify the locations of on-Reserve Voting Stations of that First Nation.
- 5.2 Each First Nation will forward a copy of the band council resolution to the Ratification Committee as soon as practicable after the resolution is passed and not less than 170 days prior to the start of Voting Period.

PART 6 FIRST NATION RATIFICATION OFFICERS

- 6.1 Not later than 160 days prior to the start of Voting Period, each First Nation will contract a First Nation Ratification Officer with the qualifications set out by the Ratification Committee to oversee the Ratification Process and ratification vote on the Reserve of that First Nation. Each First Nation Ratification Officer will report to the Ratification Vote Manager.
- 6.2 Each First Nation will identify the First Nation Ratification Officer hired by completing Form 3 and submitting it to the Ratification Vote Manager.
- 6.3 Each First Nation Ratification Officer may appoint 1 or more deputies with the prior written approval of the Ratification Committee and will submit a completed Form 4 to the Ratification Vote Manager.
- 6.4 The First Nation Ratification Officer:
- (a) may delegate, in writing and pursuant to the prior written approval of the Ratification Committee, some duties set out in this Schedule to an appointed deputy; and
 - (b) will remain accountable for actions undertaken by the appointed deputy pursuant to delegation.
- 6.5 Each First Nation Ratification Officer and, if applicable, his deputies, will attend at least 1 training session not later than 150 days prior to the start of Voting Period to be conducted by the Ratification Vote Manager, which will among other topics include all relevant aspects of the Ratification Process as well as the protection of the privacy of Eligible Voters.

- 6.6 The requirements in sections 4.2 and 4.3 of this Schedule also apply to all First Nation Ratification Officers and deputies.
- 6.7 Each First Nation Ratification Officer may appoint an interpreter to be present at a Voting Station on Voting Period, with the prior written approval of the Ratification Committee and will submit a completed Form 5 to the Ratification Vote Manager.
- 6.8 Each First Nation Ratification Officer will ensure that the Ratification Process is followed and ensure orderly voting at his Voting Station.

PART 7 URBAN CENTRE RATIFICATION OFFICERS

- 7.1 Not later than 160 days prior to the start of Voting Period, the Union of Ontario Indians will contract an Urban Centre Ratification Officer with the qualifications set out by the Ratification Committee to oversee the Ratification Process for each Urban Centre. Each Urban Centre Ratification Officer will report to the Ratification Vote Manager.
- 7.2 The Union of Ontario Indians will identify the Urban Centre Ratification Officers hired by completing Form 3 and submitting it to the Ratification Vote Manager.
- 7.3 Each Urban Centre Ratification Officer may appoint 1 or more deputies, with the prior written approval of the Ratification Committee and will submit a completed Form 4 to the Ratification Vote Manager.
- 7.4 The Urban Centre Ratification Officer:
- (a) may delegate, in writing and pursuant to the prior written approval of the Ratification Committee, some duties set out in this Schedule to an appointed deputy; and
 - (b) will remain accountable for actions undertaken by the appointed deputy pursuant to delegation.
- 7.5 Each Urban Centre Ratification Officer, and if applicable, his deputies, will attend at least 1 training session not later than 150 days prior to the start of Voting Period to be conducted by the Ratification Vote Manager, which will among other topics include all relevant aspects of the Ratification Process as well as the protection of the privacy of Eligible Voters.
- 7.6 The requirements in sections 4.2 and 4.3 of this Schedule also apply to all Urban Centre Ratification Officers and deputies.
- 7.7 Each Urban Centre Ratification Officer may appoint an interpreter to be present at their Voting Station on Voting Period, with the prior written approval of the Ratification Committee and will submit a completed Form 5 to the Ratification Vote Manager.


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- 7.8 Each Urban Centre Ratification Officer will ensure that the Ratification Process is followed and ensure orderly voting at their assigned Voting Station.

PART 8 NOTICE OF VOTE

- 8.1 Each First Nation Ratification Officer will post a Notice of Vote, not later than 90 days prior to the start of Voting Period, in the band council office and 2 conspicuous places on the Reserve of the First Nation.
- 8.2 Each Urban Centre Ratification Officer will post an amalgamated Notice of Vote, not later than 90 days prior to the start of Voting Period, in at least 3 conspicuous places within the Urban Centre, including the Voting Station in that Urban Centre.
- 8.3 Not later than 90 days prior to the start of Voting Period, each First Nation Ratification Officer will publish the Notice of Vote on the website of the First Nation, if such a website exists, and, in coordination with the Ratification Vote Manager, will ensure that a Notice of Vote or amalgamated Notice of Vote is published in 1 or more newspapers available on the Reserve of the First Nation.
- 8.4 Not later than 90 days prior to the start of Voting Period, the Ratification Vote Manager will publish an amalgamated Notice of Vote in 1 or more newspapers available in each Urban Centre.
- 8.5 The Notice of Vote for each First Nation and the amalgamated Notice of Vote will contain the following information:
- (a) the dates of Voting Period;
 - (b) the Ballot question;
 - (c) the eligibility requirements to vote;
 - (d) who to contact to receive instructions on the procedure to verify an Eligible Voter's name is on the List of Eligible Voters and to request changes to the List of Eligible Voters;
 - (e) the location and hours of operation of every Voting Station to be utilized on and off the Reserve of that First Nation;
 - (f) instructions for obtaining a mail-in Ballot;
 - (g) information on when and where the votes will be counted;


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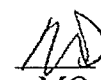
- (h) the dates, times and places of all information sessions in all Urban Centres and in that First Nation;
 - (i) instructions for obtaining a copy of this Education Agreement, the Anishinabek Nation Education Fiscal Transfer Agreement, the Education Implementation Plan, and the First Nation's constitution;
 - (j) the name and contact information of the First Nation Ratification Officer for that First Nation and the Urban Centre Ratification Officers; and
 - (k) a toll-free number for inquiries related to the Ratification Process.
- 8.6 Not later than 90 days prior to the start of Voting Period, each First Nation Ratification Officer will mail or deliver a Notice of Vote to each Eligible Voter who resides on the Reserve of the First Nation and each Eligible Voter who does not reside on the Reserve of the First Nation for whom the First Nation possesses an address.

PART 9 INITIAL LIST OF ELIGIBLE VOTERS

- 9.1 Each First Nation Ratification Officer will prepare the initial List of Eligible Voters for the First Nation consistent with the rules developed by the Ratification Committee.
- 9.2 Not later than 100 days prior to the start of Voting Period, each First Nation will provide the last known addresses for Eligible Voters to the First Nation Ratification Officer.
- 9.3 Not later than 90 days prior to the start of Voting Period, each First Nation Ratification Officer will post the initial List of Eligible Voters, with band numbers and addresses omitted, and the procedure and deadline for requesting changes to the initial List of Eligible Voters, in a manner identical to the postings undertaken pursuant to section 8.1 of this Schedule.
- 9.4 Not later than 90 days prior to the start of Voting Period, each First Nation Ratification Officer will provide the initial List of Eligible Voters to the Ratification Vote Manager for input into the Electronic Voter Management System.

PART 10 AMENDMENTS TO INITIAL LIST OF ELIGIBLE VOTERS

- 10.1 Any person whose name does not appear on the initial List of Eligible Voters of a First Nation may apply to that First Nation's Ratification Officer or any Urban Centre Ratification Officer to have his name added to the List of Eligible Voters.
- 10.2 A person who applies to have his name added to the List of Eligible Voters will provide proof of identity pursuant to guidelines approved by the Ratification Committee.


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- 10.3 If the First Nation Ratification Officer is satisfied that the person is an Eligible Voter, the First Nation Ratification Officer will add that person's name to the List of Eligible Voters pursuant to the procedures approved by the Ratification Committee, and will provide a completed Form 6 to the Ratification Vote Manager.
- 10.4 Any person may request, in writing, to that First Nation's Ratification Officer or any Urban Centre Ratification Officer that a name that appears on the initial List of Eligible Voters of that First Nation be deleted.
- 10.5 A person who requests to have a name deleted from the List of Eligible Voters will provide grounds for deletion and any proof in accordance with guidelines approved by the Ratification Committee.
- 10.6 Upon receipt of a request pursuant to section 10.4 of this Schedule, the First Nation Ratification Officer will:
- (a) determine whether the application is in accordance with guidelines approved by the Ratification Committee;
 - (b) make reasonable efforts to inform a living person regarding whom an application for name deletion has been made, including the grounds for the deletion and the ability to make representations; and
 - (c) if the First Nation Ratification Officer decides to delete the name of a living person from the List of Eligible Voters, he will inform that person of the deletion and of their right to appeal that decision in accordance with the guidelines approved by the Ratification Committee.
- 10.7 When a First Nation Ratification Officer deletes a name from the initial List of Eligible Voters, the First Nation Ratification Officer will provide a completed Form 6 to the Ratification Vote Manager.

PART 11 LIST OF ELIGIBLE VOTERS

- 11.1 Not later than 10 days prior to the start of Voting Period, each First Nation Ratification Officer will post the List of Eligible Voters, with band numbers and addresses omitted, in the public places where the initial List of Eligible Voters was posted.
- 11.2 Not later than 10 days prior to the start of Voting Period, each First Nation Ratification Officer will provide the List of Eligible Voters to the Ratification Vote Manager for input into the Electronic Voter Management System.
- 11.3 Notwithstanding section 11.1 of this Schedule, and provided the person at issue is yet to vote, the First Nation Ratification Officer may amend a name, add a name or delete a name on the List of Eligible Voters until the close of voting at the end of Voting Period,


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pursuant to the steps set out in sections 10.1 to 10.6 of this Schedule, and with the immediate provision of information regarding the action undertaken to the Ratification Vote Manager for input into the Electronic Voter Management System.

PART 12 RATIFICATION PROCESS INFORMATION SESSIONS

- 12.1 After the posting of the Notice of Vote and not later than 20 days prior to the start of Voting Period:
- (a) the Ratification Vote Manager, in consultation with the First Nations of that region, will hold at least 1 information session in each of the regions of the Anishinabek Nation to discuss and provide information about the Ratification Process;
 - (b) each First Nation Ratification Officer will hold at least 1 information session on his Reserve to discuss and provide information about the Ratification Process; and
 - (c) each Urban Centre Ratification Officer will hold at least 1 information session in his Urban Centre to discuss and provide information about the Ratification Process.
- 12.2 The Ratification Vote Manager will attend each regional information session held pursuant to sub-section 12.1(a) of this Schedule. The First Nation Ratification Officers and the Urban Centre Ratification Officers will attend the regional information session in their respective region.
- 12.3 The Ratification Vote Manager will work together with the First Nation Ratification Officers and the Urban Centre Ratification Officers to coordinate the information sessions.

PART 13 RATIFICATION DOCUMENT COMMUNICATIONS CAMPAIGN

- 13.1 The Parties will provide to the Ratification Committee and each First Nation a copy of this Education Agreement, the Anishinabek Nation Education Fiscal Transfer Agreement, the Education Implementation Plan and plain language summaries.
- 13.2 Each First Nation is responsible for the development of its constitution and a plain language summary of its constitution.
- 13.3 Each First Nation will provide a copy of its band council resolution and Notice of Vote to the Ratification Committee.
- 13.4 Each First Nation will make available to each of its Eligible Voters not later than 60 days prior to the start of Voting Period:

- (a) information regarding a physical or internet location where the Eligible Voter can acquire or access a copy of:
 - (i) this Education Agreement;
 - (ii) the Anishinabek Nation Education Fiscal Transfer Agreement;
 - (iii) the Education Implementation Plan; and
 - (iv) the First Nation's constitution;
- (b) a plain language summary of the documents identified in section 13.4(a) of this Schedule;
- (c) a copy of an open letter from the Grand Council Chief of the Anishinabek Nation;
- (d) a copy of the band council resolution passed pursuant to Part 5 of this Schedule;
- (e) a copy of the Notice of Vote; and
- (f) a calendar of events related to the ratification, including a summary of the Ratification Process with information regarding the Ballot question, the Voting Period, the dates of information sessions on the Ratification Process and this Education Agreement.

- 13.5 Each First Nation will, not later than 14 days after a request by any Eligible Voter of that First Nation, provide to that Eligible Voter a copy of the requested documents identified in section 13.4 of this Schedule.
- 13.6 Each First Nation will respond to information requests related to this Education Agreement from its Eligible Voters as soon as practicable.
- 13.7 If the Anishinabek Nation or Canada receives a request related to this Education Agreement from an Eligible Voter, the Anishinabek Nation or Canada will respond as soon as practicable.
- 13.8 The Ratification Committee will coordinate all of the information sessions.
- 13.9 Each First Nation will hold at least 1 information session regarding this Education Agreement and the Ballot question on its Reserve on the same day as the information session set out in section 12.1 of this Schedule.
- 13.10 Each Urban Centre Ratification Officer will hold at least 1 information session regarding this Education Agreement and the Ballot question at his Urban Centre on the same day as the information session set out in section 12.1 of this Schedule.


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- 13.11 Members from the negotiating teams of the Parties will attend at least 1 information session on each Reserve and at least 1 information session at each Urban Centre for information and question-answering purposes and may be excluded from any portion of that session.

PART 14 VOTING AT INFORMATION SESSIONS

- 14.1 An Eligible Voter in attendance at an information session referred to in sections 13.9 or 13.10 of this Schedule may, at the end of the information session, submit a mail-in Ballot.
- 14.2 The Ratification Committee will establish the guidelines for voting at an information session to ensure the voting process is secured.

PART 15 CHANGE OF VOTING PERIOD

- 15.1 A First Nation may, subsequent to consultations with the Ratification Committee, delay Voting Period at Voting Stations on that First Nation's Reserve by up to 7 days in the event of an unforeseen and significant circumstance that meets a criteria established by the Ratification Committee.
- 15.2 If a First Nation delays the Voting Period:
- (a) its First Nation Ratification Officer will post a notice of the change in Voting Period in the same places where the Notice of Vote was posted pursuant to section 8.1 of this Schedule, on the First Nation's website, if such a website exists, at every Voting Station on the Reserve of the First Nation, and, if possible, in at least 1 newspaper available on the First Nation's Reserve, at least 4 days prior to the start of the replacement Voting Period; and
 - (b) its First Nation Ratification Officer, and if applicable, his deputies, will be present at every Voting Station on the Reserve of the First Nation during the original Voting Period, to hand out mail-in Ballots to Eligible Voters who may arrive to vote as a result of being unaware of the delay of Voting Period.

PART 16 RATIFICATION PROCEDURES

- 16.1 All voting will be conducted by secret ballot only.

PRIOR TO START OF VOTING

- 16.2 Each First Nation Ratification Officer and Urban Centre Ratification Officer will:
- (a) ensure each Voting Station is made available for voting;
 - (b) ensure there are sufficient Ballots;

- (c) ensure there are sufficient additional secrecy envelopes, identification envelopes and prepaid return envelopes for mail-in Ballots which may be requested by Eligible Voters;
- (d) ensure the Ballots for the Urban Centres are paired with envelopes which clearly bear the name of that Eligible Voters' First Nation;
- (e) obtain a sufficient number of Ballot boxes, open each Ballot box and ask a witness to verify that the opened Ballot box is empty and confirm this by completing Form 7 before any Ballots are cast;
- (f) properly seal the Ballot box in such a manner that Ballots can only be placed within it through a slit at the top, and place his signature on the seal in front of the witness in a manner that would make any subsequent opening of the Ballot box apparent, and ask the witness to also place his signature on the seal;
- (g) provide for voting booths at each Voting Station so an Eligible Voter can mark the Ballot free of observation, furnishing each voting booth with appropriate voting instructions designed to prevent the Eligible Voter from spoiling his Ballot and instructing the Eligible Voter of what to do if he spoils his Ballot;
- (h) provide a sufficient number of pencils, without erasers, for marking the Ballot;
- (i) ensure that larger than normal samples of the Ballot are posted or available for examination by Eligible Voters at the Voting Station; and
- (j) pursuant to criteria and qualifications approved by the Ratification Committee ensure that an interpreter fluent in the Anishinaabe language is available to the extent required during Voting Period.

END OF EACH VOTING DAY

16.3 After the end of voting on each day, other than the last voting day during Voting Period, each First Nation Ratification Officer or Urban Centre Ratification Officer will:

- (a) keep a daily count (Form 8) during Voting Period of the number of Ballots available at the opening of the polls, and the number of unused Ballots left over at the end of voting on each day;
- (b) forward a copy of that daily count to the Ratification Vote Manager at the close of voting on each day;
- (c) temporarily seal and secure each Ballot box to prevent any further insertion of Ballots;

- (d) sign across the seal in a manner that would make any subsequent opening of the Ballot box apparent;
- (e) have a witness sign the same seal immediately thereafter;
- (f) secure all the sealed Ballot boxes and all unused Ballots in a location determined and approved by the Ratification Committee; and
- (g) document each action undertaken pursuant to sections 16.2 to 16.3 of this Schedule daily, within Form 9 and any other form that may be applicable.

SECOND AND SUBSEQUENT VOTING DAYS

- 16.4 On the second and any subsequent relevant voting days during Voting Period, each First Nation Ratification Officer or Urban Centre Ratification Officer will inspect the Ballot box to make sure the seal is intact and the Ballot box has not been tampered with and:
- (a) if the seal is intact and the Ballot box has not been tampered with, remove the seal to allow the insertion of Ballots into that Ballot box; or
 - (b) if the seal is not intact or the Ballot box has been tampered with, immediately report that fact to the Ratification Vote Manager and the Ratification Committee, through the completion and immediate mailing by courier of Form 10, cease the use of that Ballot box. Pursuant to sub-section 16.2(e) of this Schedule, obtain a new Ballot box and take steps set out in sub-section 16.2(f) of this Schedule to commence the use of the new Ballot box.

MAIL-IN BALLOT PROCEDURES

- 16.5 All Eligible Voters will be given the option of voting by mail-in Ballot, regardless of their place of residence.
- 16.6 Not later than 60 days prior to the start of Voting Period, each First Nation Ratification Officer will send to each Eligible Voter who resides outside the Reserve and for whom an address has been provided, by regular mail:
- (a) a pre-folded and initialed Ballot for mail-in;
 - (b) an identification envelope (Form 11);
 - (c) a secrecy envelope;
 - (d) a prepaid return regular mail envelope; and

- (e) voting instructions pursuant to section 16.10 of this Schedule.
- 16.7 An Eligible Voter may request a mail-in Ballot from the First Nation Ratification Officer, by mail, email, telephone, facsimile, or in person no later than 10 days prior to the start of Voting Period if the Eligible Voter:
- (a) has not received a mail-in Ballot;
 - (b) has lost or misplaced the original mail-in Ballot; or
 - (c) resides on the First Nation's Reserve but wishes to participate by casting a mail-in Ballot.
- 16.8 The First Nation Ratification Officer will send, by regular mail or, where time is of the essence, by courier, a pre-folded and initialed Ballot for mail-in, an identification envelope (Form 11), a secrecy envelope, a prepaid return regular mail or courier envelope and voting instructions pursuant to section 16.10 of this Schedule to each Eligible Voter who requests a mail-in Ballot pursuant to section 16.7 of this Schedule.
- 16.9 An Eligible Voter in receipt of a mail-in Ballot may vote in person by presenting himself at a Voting Station on Voting Period.
- 16.10 To cast a mail-in Ballot, an Eligible Voter will:
- (a) mark the Ballot by placing a mark in either the box marked "YES" or in the box marked "NO" or in any manner that clearly indicates the Eligible Voter's intention;
 - (b) enclose and seal the Ballot inside the secrecy envelope;
 - (c) enclose and seal the secrecy envelope inside the identification envelope (Form 11);
 - (d) complete and sign the identification envelope in the presence of a witness;
 - (e) enclose and seal the identification envelope inside the prepaid return regular mail or courier envelope; and
 - (f) mail or deliver the sealed prepaid return envelope to the First Nation Ratification Officer identified on the envelope, including delivery during any information session referenced in Part 12 of this Schedule.
- 16.11 Subject to Part 15 of this Schedule, to be eligible to be counted, a mail-in Ballot must be received by the First Nation Ratification Officer identified on the envelope by the close of Voting Period, and any mail-in Ballots received by that First Nation Ratification


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Officer after the close of Voting Period will be saved, identified and placed as a Spoiled Ballot.

- 16.12 Any mail-in Ballot request submitted to the Urban Centre Ratification Officer will be managed in accordance with the mail-in guidelines approved by the Ratification Committee.

VOTING STATION PROCEDURES

- 16.13 Each Voting Station will be kept open from 9:00 a.m. until 8:00 p.m. during its relevant voting period subject to a decision by the Ratification Committee to change the period of time during which Voting Stations are open.
- 16.14 Each First Nation Ratification Officer or Urban Centre Ratification Officer will remain at each Voting Station during all hours that the Voting Station is open.
- 16.15 Each First Nation Ratification Officer or Urban Centre Ratification Officer, or a deputy, will keep the Ballot box in clear view during the reception of the Ballots.
- 16.16 An Eligible Voter, regardless of his place of residence, may vote in person at a Voting Station on his Reserve, at an Urban Centre or at an information session.
- 16.17 When a person requests to vote, a First Nation Ratification Officer or Urban Centre Ratification Officer, or 1 or more deputies will, in the following order:
- (a) ensure that the person is an Eligible Voter;
 - (b) if required, add the person's name to the List of Eligible Voters pursuant to this Schedule;
 - (c) check the Electronic Voter Management System to ensure that the person has not already voted;
 - (d) mark or otherwise designate the Eligible Voter within the Electronic Voter Management System as a person who has voted and put a line through the name of the Eligible Voter on the List of Eligible Voters;
 - (e) provide an unmarked, initialed, Ballot to each Eligible Voter and if at an Urban Centre, also provide an envelope bearing the name of that Eligible Voter's First Nation; and
 - (f) explain the method of voting to each Eligible Voter.
- 16.18 Except for an Eligible Voter requiring special assistance, every Eligible Voter receiving a Ballot at a Voting Station will:


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- (a) proceed immediately to a designated voting booth;
- (b) mark the Ballot by placing a mark either in the box marked "YES" or in the box marked "NO" or in any manner that clearly indicates the voter's intention;
- (c) fold the Ballot to conceal the mark and to expose the initials of the Ratification Vote Manager;
- (d) in the instance of an Urban Centre, insert the Ballot into an appropriate envelope marked with the name of the Eligible Voter's First Nation; and
- (e) immediately give the folded Ballot or the envelope to a First Nation Ratification Officer, Urban Centre Ratification Officer, or a deputy who will immediately place the Cast Ballot or the envelope in the Ballot box.


SPECIAL ASSISTANCE

16.19 An Eligible Voter may request special assistance from a First Nation Ratification Officer, Urban Centre Ratification Officer, or a deputy if that Eligible Voter declares that they:

- (a) are not able to read;
- (b) are incapacitated by blindness or other physical cause; or
- (c) require assistance for any other reason.

16.20 A First Nation Ratification Officer, Urban Centre Ratification Officer, or a deputy will, where considered appropriate by that person, provide special assistance to an Eligible Voter who so requests such assistance by:

- (a) providing translation where deemed necessary and make an entry on the List of Eligible Voters opposite the name of the Eligible Voter indicating the "translation" as the type of special assistance the Eligible Voter received;
- (b) marking the Ballot, as directed by the Eligible Voter, either in secret or in the presence of a witness chosen by the Eligible Voter and make an entry on the List of Eligible Voters opposite the name of the Eligible Voter indicating the Ballot was marked as per the special assistance the Eligible Voter received;
- (c) inserting the Cast Ballot into an appropriate envelope pursuant to sub-section 16.17(e) of this Schedule in the instance of an Urban Centre vote; and
- (d) immediately depositing the Cast Ballot or envelope into the Ballot box.

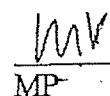

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ORDERLY VOTING

- 16.21 A First Nation Ratification Officer, Urban Centre Ratification Officer, or a deputy, will allow only 1 Eligible Voter at a time into a voting booth, except in the instance of an Eligible Voter receiving special assistance.
- 16.22 A First Nation Ratification Officer, Urban Centre Ratification Officer, or a deputy will take steps to minimize the possibility of any person:
- (a) interfering or attempting to interfere with an Eligible Voter when the Eligible Voter is voting;
 - (b) obtaining or attempting to obtain information at a Voting Station as to how an Eligible Voter is about to vote or has voted;
 - (c) marking a Ballot in a way that identifies the Eligible Voter;
 - (d) marking the secrecy envelope for a mail-in Ballot in a way that indicates how the Eligible Voter has voted on the Ballot;
 - (e) loitering around or impeding access to a Voting Station;
 - (f) displaying information advocating for or against the Ballot question at a Voting Station; or
 - (g) causing a disturbance at a Voting Station.
- 16.23 A First Nation Ratification Officer, Urban Centre Ratification Officer, or a deputy will not allow any person inside or around a Voting Station if it is reasonably clear that the intention of the person is to attempt to influence Eligible Voters, prior to the casting of their Ballot, as to how such voters should vote.
- 16.24 At the time set for closing the Voting Station, a First Nation Ratification Officer, Urban Centre Ratification Officer, or a deputy, will declare the Voting Station closed, and entry will be denied to the Voting Station, however, Eligible Voters present inside the Voting Station at the time of closing will be able to cast a Ballot.

SPOILED AND UNUSED BALLOTS

- 16.25 A Cast Ballot will be rejected and set aside as a Spoiled Ballot, counted along with other Spoiled Ballots, and reported in Forms 12 and 13 if it:
- (a) has been handled by an Eligible Voter in such a manner that it is ruined and cannot be used;


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- (b) was not marked as either "YES" or "NO" and there is no indication of the Eligible Voter's intended vote;
- (c) was marked as both "YES" and "NO";
- (d) has any writing or mark which can identify the Eligible Voter;
- (e) was torn and any printed words on the Ballot are missing;
- (f) was not initialed by the Ratification Vote Manager;
- (g) is a mail-in Ballot received after the close of voting on the last day of Voting Period;
- (h) is a mail-in Ballot received without an identification envelope; or
- (i) is a mail-in Ballot from an Eligible Voter who, pursuant to the Electronic Voter Management System is noted as having already voted at a Voting Station.

16.26 All unused Ballots must be counted along with other unused Ballots, reported in Forms 12 and 13 and set aside.

PROCEDURE FOR DEALING WITH TAMPERED BALLOT BOXES

16.27 With regards to any Ballot box dealt with pursuant to sub-section 16.28(a)(ii) or 16.32(a)(ii) of this Schedule, the First Nation Ratification Officer or an Urban Centre Ratification Officer will:

- (a) open the tampered Ballot box in presence of 2 witnesses;
- (b) place the Ballots in a courier envelope marked with a special, identifying designation and addressed to the Ratification Vote Manager;
- (c) seal and secure the courier envelope with a seal that prevents the insertion of anything into the courier envelope;
- (d) sign across the seal in a manner that would make any subsequent opening of the courier envelope apparent, and immediately have each witness also sign the seal; and


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- (e) deliver each courier envelope to the Ratification Vote Manager, utilizing guaranteed next-day delivery, or if guaranteed next-day delivery is unavailable, delivery as soon as practicable.

COUNTING OF URBAN CENTER BALLOTS

16.28 Immediately after the close of the Urban Centre portion of the Voting Period, each Urban Centre Ratification Officer will:

- (a) make sure the seal is intact and the Ballot box has not been tampered:
 - (i) if the seal is intact and the Ballot box has not been tampered with, remove the seal to allow the counting of Ballots; or
 - (ii) if the seal is not intact or the Ballot box has been tampered with, immediately report that fact to the Ratification Vote Manager and the Ratification Committee, through the completion and immediate mailing by courier of Form 10 and pursuant to section 16.27 of this Schedule, reject all Ballots contained therein;
- (b) open all Ballot boxes, excluding any tampered Ballot box dealt with pursuant to sub-section 16.28(a)(ii) of this Schedule; and
- (c) sort all envelopes contained in each ballot box according to the name of the First Nation printed on the back of each envelope.

16.29 Any Eligible Voter who wishes to submit a mail-in Ballot at an Urban Centre will be subject to the mail-in guidelines approved by the Ratification Committee.

16.30 Each Urban Centre Ratification Officer will then commence the counting procedure for each First Nation in turn and in the presence of 2 witnesses:

- (a) count and note the number of Ballots marked "YES", the number of Ballots marked "NO", the number of Spoiled Ballots along with the causes of rejection and the number of unused Ballot, record said results on the Electronic Voter Management System and complete Form 12;
- (b) place each First Nation's Ballots and the completed Form 12 in a courier envelope addressed to its First Nation Ratification Officer;
- (c) place all Unused Ballots in a courier envelope addressed to the Ratification Vote Manager;
- (d) seal and secure each courier envelope with a seal that prevents the insertion of anything into the courier envelope;


- (e) sign across the seal of the courier envelope in a manner that would make any subsequent opening of the courier envelope apparent, and immediately have each witness also sign the same seal; and
- (f) deliver each courier envelope, utilizing guaranteed next-day delivery, or if guaranteed next-day delivery is unavailable, delivery as soon as practicable, to the relevant First Nation Ratification Officer.

16.31 The Urban Centre Ratification Officer, any deputies and the witnesses will not release any information on the Ballot results for any First Nation, unless required to do so pursuant to this Schedule.

COUNTING OF ON-RESERVE BALLOTS

16.32 Immediately after the close of Voting Period, in respect of the Ballot box on-Reserve, each First Nation Ratification Officer will:

- (a) make sure the seal is intact and the Ballot box has not been tampered:
 - (i) if the seal is intact and the Ballot box has not been tampered with, remove the seal to allow the counting of Ballots; or
 - (ii) if the seal is not intact or the Ballot box has been tampered with, immediately report that fact to the Ratification Vote Manager and the Ratification Committee, through the completion and immediate mailing by courier of Form 10 and pursuant to section 16.27 of this Schedule, reject all Ballots contained therein;
- (b) open all Ballot boxes, excluding any tampered Ballot box dealt with pursuant to sub-section 16.32(a)(ii) of this Schedule;
- (c) commence the counting of the Cast Ballots by confirming the authenticity of the Ballot by checking to ensure the presence of the Ratification Vote Manager's initials;
- (d) count the number of Cast Ballots marked "YES", the number of Cast Ballots marked "NO" and the number of Spoiled Ballots along with the causes and record all counts within Form 13; and
- (e) place all Unused Ballots in a courier envelope addressed to the Ratification Vote Manager.


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16.33 In respect of all mail-in Ballots, each First Nation Ratification Officer will, at the time of receipt:

- (a) open the identification envelope and verify that the sender is an Eligible Voter;
- (b) verify that the Eligible Voter has not already voted;
- (c) record the date the mail-in Ballot was received on the List of Eligible Voters;
- (d) retain the identification envelope in a separate envelope containing all mail-in identification envelopes in a secure location as identified by the Ratification Committee until the appeal period is over; and
- (e) place the secrecy envelope in a Ballot box designated for mail-in Ballots only.

16.34 At the close of the Voting Period, the First Nation Ratification Officer will tally the number of mail-in Ballots received and complete Form 14.

16.35 Immediately after the close of Voting Period, in respect of the designated mail-in Ballot box, each First Nation Ratification Officer will:

- (a) commence the counting of the mail-in Ballots by opening each secrecy envelope in turn and confirm the authenticity of the Ballot by checking to ensure the presence of the Ratification Vote Manager's initials;
- (b) count the number of Ballots marked "YES", the number of Ballots marked "NO" and the number of Spoiled Ballots along with the causes and record all counts within Form 13; and
- (c) seal in separate envelopes all mail-in Ballots marked "YES", "NO", or deemed Spoiled, and place his signature to the seals.

GRAND TOTALS

16.36 Each First Nation Ratification Officer will tally and record the results on Form 13 for the First Nation. The grand total will include the results from sub-sections 16.30(a), 16.32(d) and 16.35(b) of this Schedule.

PART 17 CERTIFICATION OF RESULTS AND RETENTION OF BALLOTS

17.1 Immediately following the determination of the results of the ratification vote, each First Nation Ratification Officer will:

- (a) execute Form 13 in duplicate and provide the same to the Ratification Vote Manager and the Ratification Committee;


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- (b) post the tabulated results, in the places where the List of Eligible Voters was posted; and
- (c) publish the tabulated results in such other locations as determined by the Ratification Vote Manager.

17.2 Any tabulated results posted by a First Nation Ratification Officer will contain:

- (a) the number of votes cast;
- (b) the number of "YES" votes;
- (c) the number of "NO" votes;
- (d) the number of votes required to ratify this Education Agreement;
- (e) a notice on whether the First Nation's ratification thresholds were achieved; and
- (f) note that final results on the ratification votes of all First Nations collectively will determine whether this Education Agreement was approved and will become legally binding.

17.3 Each First Nation Ratification Officer or Urban Centre Ratification Officer will, within 10 days of the end of Voting Period, prepare and submit to the Ratification Committee and the Ratification Vote Manager:

- (a) a formal report setting out the tabulated results;
- (b) all copies of Forms 1 to 14; and
- (c) any other information or report required by this Schedule or deemed requisite by the Ratification Committee.

17.4 Each First Nation Ratification Officer will then:

- (a) seal in separate envelopes all Spoiled Ballots, all Cast Ballots marked "YES", all Cast Ballots marked "NO" and all Unused Ballots;
- (b) retain the separate envelopes under lock and key for the greater of a period of 60 days or a period allowing for the completion of proceedings regarding any objections, including any related litigation;
- (c) after the period set out in sub-section 17.4(b) of this Schedule, destroy all aforementioned envelopes and Ballots therein; and


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- (d) document all information regarding the destruction referred to in sub-section 17.4(c) of this Schedule in writing, and forward a copy of the same to the Ratification Committee.

PART 18 PROCEDURAL DISCRETION

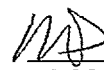
- 18.1 Each First Nation Ratification Officer or Urban Centre Ratification Officer, with the prior consent of the Ratification Vote Manager, may use reasonable discretion to fulfill the requirements of this Schedule.
- 18.2 Each First Nation Ratification Officer or Urban Centre Ratification Officer will state in writing the nature and basis of any such exercise of discretion and make a copy of the statement, have the statement signed by the Ratification Vote Manager and then make it available to the Ratification Committee within the formal report submitted pursuant to section 17.3 of this Schedule.

PART 19 OBJECTIONS

- 19.1 An Eligible Voter of a First Nation may file an objection in writing with the appeal board, through the Ratification Vote Manager, if the Eligible Voter has reasonable grounds, supported by corroborated evidence, for believing that:
 - (a) there was an un-rectified violation of this Schedule or an unresolved irregularity in the Ratification Process within that First Nation or at an Urban Centre Voting Station; and
 - (b) the outcome of the ratification vote would have been materially different but for the un-rectified violation or unresolved irregularity.
- 19.2 The objection must:
 - (a) identify the name, address and telephone number of the person filing the objection; and
 - (b) be accompanied by a declaration setting out the grounds and corroborated evidence for the objection.
- 19.3 The objection must be sent by registered mailed or hand delivered to the Ratification Vote Manager and must be postmarked no later than 7 days following the end of the Voting Period.
- 19.4 If an objection is filed pursuant to section 19.3 of this Schedule, the Ratification Vote Manager will deliver the objection to the appeal board.



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- 19.5 Where, in the opinion of the appeal board, the objection raises a reasonable basis to conclude that the outcome of the ratification vote would have been materially different but for the violation or irregularity raised, the appeal board may conduct such investigation as is reasonably necessary to obtain further information about the alleged violation or irregularity.
- 19.6 Where the appeal board is satisfied that the alleged violation or irregularity was founded and that it did materially affect the outcome of the ratification vote, the appeal board will make a recommendation to the Parties regarding any steps that may be taken, including the calling of another vote for the affected First Nation, subsequent to which the Parties will make a decision on the matter.
- 19.7 The appeal board may dismiss the objection if in the opinion of the appeal board there was:
- (a) neither a violation of nor an irregularity in the Ratification Process; or
 - (b) a violation or an irregularity but the outcome of the ratification vote was not materially affected by it.
-
- 19.8 The appeal board will prepare and release a report to the Parties and the person filing the objection on the findings related to that objection, including the recommendation and the reasons of the appeal board, not later than 21 days following the day on which the objection was received.
- 19.9 Any of the Parties or the person who filed the objection may request a judicial review of the findings or reasons set out in section 19.8 of this Schedule by a court of competent jurisdiction not later than 5 days following the day on which the report referred to in that section was released.


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APPENDIX A – LIST OF URBAN CENTRES

1. Toronto
2. Thunder Bay
3. Sault Ste. Marie
4. Sudbury


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APPENDIX B – FORMS

- Form 1 – Ballot
 - Form 2 – Notice of Vote
 - Form 3 – Appointment of a First Nation Ratification Officer or an Urban Centre Ratification Officer
 - Form 4 – Appointment of a Deputy First Nation Ratification Officer or a Deputy Urban Centre Ratification Officer
 - Form 5 – Appointment of an Interpreter
 - Form 6 – Amendments to the List of Eligible Voters
 - Form 7 – Witness Declaration at the Opening of a Voting Station
 - Form 8 – Daily Count
 - Form 9 – Declaration of First Nation Ratification Officer or Urban Centre Ratification Officer Regarding the Voting Station
 - Form 10 – Tampered Ballot Box(es)
 - Form 11 – Mail-in Ballot Identification Envelope
 - Form 12 – Certification by the Urban Centre Ratification Officer
 - Form 13 – Certification by First Nation Ratification Officer
 - Form 14 – Declaration of First Nation Ratification Officer Regarding Mail-in Ballots
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Form 1: Ballot

Ballot for First Nations Ratifying the Education Agreement and Constitution

Do you approve the Anishinabek Nation Education Agreement and the First Nation Constitution?

☐

YES

☐

NO

Mark only 1 of the boxes above.

Do not make any marks on this Ballot which may identify you.

Ballot for First Nations Ratifying the Education Agreement and Acknowledging their Constitution

Do you approve the Anishinabek Nation Education Agreement and acknowledge the First Nation Constitution for the purpose of this Education Agreement?

☐

YES

☐

NO

Mark only 1 of the boxes above.

Do not make any marks on this Ballot which may identify you.

Form 2: Notice of Vote**Notice to all members of (Name of First Nation).**

A vote will be held on (Voting Period) to ratify the Anishinabek Nation Education Agreement between (Name of First Nation) and Canada. The Ballot question is:

(insert the final Ballot Question)

You are eligible to vote if you are 18 years of age or older by the end of the Voting Period and your name appears on the band list or you are entitled to have your name appear on the band list. You will be required to produce identification in order to vote. To confirm your name is on the Eligible Voters List or to receive instructions on the process to request changes to the Eligible Voters List, contact the First Nation Ratification Officer or Urban Centre Ratification Officer at the address below.

Voting off Reserve will take place on the ____ (days) of ____ (month), ____ (year), between the hours of 9:00 a.m. and 8:00 p.m. Voting stations will be located at: ____ (locations).

Voting on Reserve will take place on the ____ (days) of ____ (month), ____ (year), between the hours of 9:00 a.m. and 8:00 p.m. Voting stations will be located at: ____ (locations).

Voting may occur at each information session, contact the First Nation Ratification Officer or Urban Centre Ratification Officer at the address below.

You are also able to vote by mail-in Ballot. In order to receive a mail-in Ballot, request a mail-in Ballot by mail, email, facsimile, phone, or in person from the Ratification Officer or an Urban Ratification Officer at the address below.

You may only vote once.

All votes will be counted at the First Nation Voting Station located at ____ (location) after the close of polls on the Voting Period.

Joint information sessions will be held on ____ (day) of ____ (month), ____ (year) at ____ (location) where representatives from the Anishinabek Nation and Canada will present information on the contents of the education self-government agreement.

Information sessions will be held on ____ (days) of ____ (month), ____ (year) at ____ (locations) where the Ratification Vote Manager, the First Nation Ratification Officer, or the Urban Centre Ratification Officer will present information on the Ratification Process.

You can obtain a copy of the Anishinabek Nation Education Agreement, the Anishinabek Nation Education Fiscal Transfer Agreement, the Education Implementation Plan, or your First Nation


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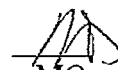
constitution by contacting the First Nation Ratification Officer or Urban Centre Ratification Officer at the address below.

This notice is given _____ (day) of _____ (month), _____ (year) by _____ (name of First Nation Ratification Officer or Urban Centre Ratification Officer), Ratification Officer for _____ (First Nation) First Nation.

_____ (Address)

_____ (Phone Number), _____ (Fax Number), _____ (E-mail Address)

The toll-free number for inquiries related to the Ratification Process is _____ (Phone Number)


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Form 3: Appointment of a First Nation Ratification Officer**Appointment of a First Nation Ratification Officer
or Urban Centre Ratification Officer**

This form must be completed and returned by mail, email, facsimile, or in-person to the Ratification Vote Manager within 3 days of appointing the First Nation Ratification Officer.

The _____ First Nation appoints _____ as the First Nation Ratification Officer for the ratification of the Anishinabek Nation Education Agreement pursuant to section 6.1 of Schedule B of the Education Agreement and affirm that this person meets the qualifications established by the Ratification Committee.

The contact information for the First Nation Ratification Officer is:

[include address, email and telephone contact information]

Signature

Date

This form must be completed and returned by mail, email, facsimile, or in person to the Ratification Vote Manager within 3 days of appointing the Urban Centre Ratification Officer.

The Union of Ontario Indians appoints _____ as the Urban Centre Ratification Officer for the _____ Urban Centre for ratification of the Anishinabek Nation Education Agreement pursuant to section 7.1 of Schedule B of the Education Agreement and affirms that this person meets the qualifications established by the Ratification Committee.


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The contact information for the Urban Centre Ratification Officer is:

[include address, email and telephone contact information]

Signature

Date

To be completed by the Ratification Vote Manager:

I note the appointment of this First Nation Ratification Officer or Urban Centre Ratification Officer.

Signature

Date

Form 4: Appointment of a Deputy First Nation Ratification Officer or a Deputy Urban Centre Ratification Officer**Appointment of a Deputy First Nation Ratification Officer
or a Deputy Urban Centre Ratification Officer**

This form must be completed and returned by mail, email, facsimile, or in-person to the Ratification Vote Manager within 3 days of appointing as a deputy First Nation Ratification Officer.

I, _____, First Nation Ratification Officer for the ratification of the Anishinabek Nation Education Agreement for _____ First Nation, appoint the following person as my deputy _____, pursuant to section 6.3 of Schedule B of the Education Agreement, and affirm that this person meets the qualifications established by the Ratification Committee.

Signature

Date

This form must be completed and returned by mail, email, facsimile, or in-person to the Ratification Vote Manager within 3 days of appointing as deputy Urban Centre Ratification Officer.

I, _____, Urban Centre Ratification Officer for the ratification of the Anishinabek Nation Education Agreement appoint the following person as my deputy _____, pursuant to section 7.3 of Schedule B of the Education Agreement and affirm that this person meets the qualifications established by the Ratification Committee.

Signature

Date


MO


MP

To be completed by the Ratification Vote Manager:

I note the appointment of this deputy.

Signature

Date


MO


MP

Form 5: Appointment of an Interpreter**Appointment of an Interpreter**

This form must be completed and returned by mail, email, facsimile, or in-person to the Ratification Vote Manager within 3 days of appointing the interpreter.

I, _____, First Nation Ratification Officer for the ratification of the Anishinabek Nation Education Agreement for _____ First Nation, appoint the following person as an interpreter _____, pursuant to section 6.7 of Schedule B of the Education Agreement, and affirm that this person meets the qualifications established by the Ratification Committee.

Signature

Date

This form must be completed and returned by mail, email, facsimile, or in-person to the Ratification Vote Manager within 3 days of appointing the interpreter.

I, _____, Urban Centre Ratification Officer for the ratification of the Anishinabek Nation Education Agreement appoint the following person as an interpreter _____, pursuant to section 7.7 of Schedule B of the Education Agreement and affirm that this person meets the qualifications established by the Ratification Committee.

Signature

Date


MO


MP

To be completed by the Ratification Vote Manager:

I note the appointment of this interpreter.

Signature

Date


MO


MP

Form 6: Amendments to the List of Eligible Voters**Amendments to the List of Eligible Voters**

I, _____ (Name of First Nation Ratification Officer), the First Nation Ratification Officer for _____ (Name of First Nation), declare the following:

I amended the List of Eligible Voters by:

Name	First Nation	Band Number	Date of Birth	Add/Delete/Amend	Reason

Signature: _____

Date: _____

To be completed by witness:

Declared before me, _____ (name of witness), at _____ (municipality or First Nation), this _____ (day) of _____ (month), _____ (year).

Signature of Witness

Address of Witness

Telephone Number


MO


MP

Form 7: Witness Declaration at the Opening of a Voting Station**Witness Declaration at the Opening of a Voting Station**

I _____ (clearly print full name) declare that prior to the opening of the Voting Station located at _____, on _____ (date), examined the Ballot box(es) to be used and found the Ballot box(es) to be empty. The Ballot box(es) was then sealed in my presence by the First Nation Ratification Officer/Urban Centre Ratification Officer or deputy and we both placed our signatures on the seal.

Signature of Witness

Signature of First Nation Ratification
Officer/Urban Centre Ratification Officer or deputy


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Form 8: Daily Ballot Count**Daily Ballot Count**

I _____, (Name of First Nation Ratification Officer/Urban Centre Ratification Officer) the ratification officer for _____ (Name of First Nation/Urban Centre) declare the following:

1. Number of Ballots provided to the Voting Station at the start of the day: _(insert #)
2. Number of Ballots used at the Voting Station at the end of the day: _(insert #)
3. Number of Spoiled Ballots at the Voting Station at the end of the day: _(insert #)

Signature: _____

Date: _____

To be completed by witness:

Declared before me, _____ (name of witness), at _____
(municipality or First Nation), this _____ (day) day of _____ (month), _____ (year).

Signature of Witness

Address of Witness

Telephone Number


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Form 9: Declaration of First Nation Ratification Officer or Urban Centre Ratification Officer regarding the Voting Station**Declaration of First Nation Ratification Officer or Urban Centre Ratification Officer regarding the Voting Station**

I, _____ (Name of First Nation Ratification Officer/Urban Centre Ratification Officer), the ratification officer for _____ (Name of First Nation/Urban Centre), declare the following:

- (a) The Voting Period was held on: _____ (Date(s) of ratification vote)
- (b) Each Voting Station was open from 9:00 a.m. until at least 8:00 p.m. on each day of the Voting Period.
- (c) My deputy(ies) and/or I remained at the Voting Station during all hours that the polls were open.
- (d) My deputy(ies) and/or I properly sealed the Ballot boxes and placed a signature on the seal in front of a witness, and asked the witness to place his signature on the seal.
- (e) My deputy(ies) and/or I kept the Ballot boxes in view for the reception of the Ballots.
- (f) I was assisted in my duties by the following deputy(ies):

- (g) I carried out my duties in accordance with the terms of my employment, any Oath of Office I swore when accepting this position, and in accordance with the terms of Schedule B of the Education Agreement.

Signature: _____

Date: _____


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To be completed by witness:

Declared before me, _____ (name of witness), at _____
(municipality or First Nation), this _____ (day) of _____ (month), _____ (year).

Signature of Witness

Address of Witness

Telephone Number


MO


MP

Form 10: Tampered Ballot Box(es)**Tampered Ballot Box(es)**

I _____, (name of Ratification Officer) the ratification officer for
 _____ (name of First Nation/name of Urban Centre) declare the following:

- (a) I examined the Ballot box at the Voting Station and found the box had been tampered with; and
- (b) I opened the Ballot box in the presence of _____ (name of witness 1) and
 _____ (name of witness 2) and sent all the Ballots to the Ratification Vote
 Manager by courier in accordance with the terms of Schedule B of the Education
 Agreement.

Signature: _____ Date: _____

To be completed by witness:

Declared before me at _____ (municipality or First Nation), this _____ (day) of
 _____ (month), _____ (year).

Signature of Witness _____

Address/Telephone Number of the Witness _____

I _____, the Ratification Vote Manager declare that I opened the courier package
 from _____, (name of Ratification Officer) the ratification officer for
 _____ (name of First Nation/Urban Centre) in the presence
 of _____ (name of witness 1) and _____ (name of witness 2) and counted
 _____ Ballots in the package.


Signature: _____ Date: _____


To be completed by witness:

Declared before me, _____ (name of witness), at _____
 (municipality or First Nation), this _____ (day) of _____ (month), _____ (year).

Signature of Witness _____

Address/Telephone Number of the Witness _____


TO


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Form 11: Mail-in Ballot Identification Envelope**Identification Envelope**

This identification envelope must be signed by you and a witness who is at least 18 years old and returned to the First Nation Ratification Officer in your First Nation, or to an Urban Centre Ratification Officer, with your completed Ballot or your vote will not be counted.

In the matter of the ratification of the Anishinabek Nation Education Agreement,

I, _____ (clearly print your full name), solemnly declare that:


- (a) I am a member of the _____ First Nation;
- (b) my band number is _____ and my date of birth is _____;
- (c) my current mailing address is: _____;
- (d) I will be at least 18 years of age by the end of _____ (Voting Period);
- (e) I do not know of any reason why I would be disqualified from voting in this ratification process;
- (f) the Ballot contained in this envelope contained no voting marks of any kind when I received it; and
- (g) I marked the Ballot, enclosed it in this envelope, and sealed this envelope, or asked someone I trust to help me complete these tasks in accordance with my wishes.

I make this solemn declaration conscientiously believing it to be true and knowing that it has the same force and effect as if made under oath.

Signature

Date


TO


MP

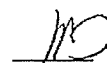
To be completed by witness:

Declared before me, _____ (name of witness), at _____
(municipality or First Nation), this _____ (day) of _____ (month), ____ (year).

Signature of Witness

Address of Witness

Telephone Number


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Form 12: Certification by Urban Centre Ratification Officer**Certification by Urban Centre Ratification Officer**

I, _____ (Name of Urban Centre Ratification Officer), the Urban Centre Ratification Officer for _____ (Name of Urban Centre), declare the following:

- (a) The Voting Period was held on _____ (Date(s) of ratification vote).
- (b) The numbers of votes cast for the First Nations is set out below.

Name of First Nation	Total Votes Cast	YES	NO	Spoiled

- (c) The total number of Unused Ballots is _____.
- (d) I was assisted in my duties by the following deputy(ies):

- (e) I entered the number of votes cast for each First Nation into the Electronic Voter Management System in accordance with the terms of Schedule B of the Education Agreement.
- (f) I sent all of the Ballots from this Urban Centre to the appropriate ratification process officials in accordance with the terms of Schedule B of the Education Agreement.
- (g) I carried out my duties in accordance with the terms of my employment, any Oath of Office I swore when accepting this position, and in accordance with the terms of Schedule B of the Education Agreement.

Signature: _____

Date: _____


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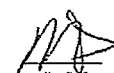
To be completed by witness:

Declared before me, _____ (name of witness), at _____
(municipality or First Nation), this _____ (day) day of _____ (month), _____ (year).

Signature of Witness

Address of Witness

Telephone Number


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Form 13: Certification by First Nation Ratification Officer**Certification by First Nation Ratification Officer**

I, _____ (Name of First Nation Ratification Officer), the First Nation Ratification Officer for _____ (Name of First Nation), declare the following:

- (a) The Voting Period was held on _____ (Date(s) of ratification vote).
- (b) The locations and numbers of votes cast for _____ (Name of First Nation) are set out below.

Location of Voting Stations	Total Number of Votes Cast

Mail-in Ballots	Total Number of Votes Cast

Location of Urban Centre	Total Number of Votes Cast

- (c) The names of _____ Eligible Voters appeared on the List of Eligible Voters.
- (d) The number of Eligible Voters who constitute 25% plus 1 was _____. The total number of Eligible Voters who voted was _____.
- (e) After counting all of the Cast Ballots the totals were:
 YES: _____ NO: _____ SPOILED: _____
- (f) The total number of Unused Ballots is _____.


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- (g) Based on the ratification threshold set out in section 18.7 of the Education Agreement, a minimum of _____ "YES" votes were required. The ratification threshold was/was not met.
- (h) Based on the ratification threshold set out in section 18.7 of the Education Agreement, a minimum of 12 First Nations must approve the Education Agreement for a successful ratification.
- (i) I was assisted in my duties by the following deputy(ies):

- (j) I carried out my duties in accordance with the terms of my employment, any Oath of Office I swore when accepting this position, and in accordance with the terms of Schedule B of the Education Agreement.

Signature: _____

Date: _____

To be completed by witness:

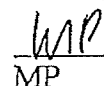
Declared before me, _____ (name of witness), at _____
(municipality or First Nation), this _____ (day) day of _____ (month), _____ (year).

Signature of Witness

Address of Witness

Telephone Number


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Form 14: Declaration of Ratification Officer Regarding Mail-in Ballots**Declaration of Ratification Officer Regarding Mail-in Ballots**

I, _____ (name of First Nation Ratification Officer/Urban Centre Ratification Officer), the ratification officer for _____ (name of First Nation/Urban Centre), declare the following:

- (a) I sent or delivered mail-in Ballots to all Eligible Voters who reside off-Reserve and those who requested a mail-in Ballot.
- (b) I considered all mail-in Ballots which were received by the close of voting on Voting Period for counting. I placed any mail-in Ballots received after the close of voting on Voting Period with the other Spoiled Ballots.
- (c) I verified each identification envelope to ensure that the sender was an Eligible Voter and that the Eligible Voter completed Form 11 of Schedule B of the Education Agreement and had it witnessed.
- (d) I deposited the accepted mail-in Ballots in their original unopened secrecy envelopes into the Ballot box after the close of voting on Voting Period, and deposited the Spoiled Ballots back into their identification envelope and put them with the other Spoiled Ballots.
- (e) A total of _____ mail-in Ballots were received before the close of voting on Voting Period.
- (f) The mail-in Ballots were opened at _____ (location) on _____ (date/time).
- (g) I accepted _____ Ballots and rejected _____ Ballots.
- (h) I was assisted in my duties by the following deputy(ies):

- (i) I carried out my duties in accordance with the terms of my employment, any Oath of Office I swore when accepting this position, and in accordance with the terms of Schedule B of the Education Agreement.

Signature: _____

Date: _____

To be completed by witness:

Declared before me, _____ (name of witness), at _____
(municipality or First Nation), this _____ (day) day of _____ (month), _____ (year).

Signature of Witness

Address of Witness

Telephone Number


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1. The first part of the document is a list of the names of the persons who have been named in the proceedings.