

ATIKAMEKSHENG ANISHNAWBEK EDUCATION LAW

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JURISDICTION

1. Atikameksheng Anishnawbek has inherent jurisdiction over education. This law is an exercise of our jurisdiction.

INTERPRETATION

Definitions

2. In this Law,

“Member” means a person who is recognized as a Debendaagziwaad as per the Atikameksheng Anishnawbek Gchi Naaknigewin and whose name appears on the Atikameksheng Anishnawbek registered membership list.

“Funding Allocation Agreement” means the five-year agreement agreed to among the First Nations that comprise the Anishinabek Education System for the distribution of Transfer Payments among the First Nations and the structures of the Anishinabek Education System;

“School” means the body of Students that is organized as a unit for educational purposes under the jurisdiction of Atikameksheng Anishnawbek and includes the associated teachers, designated

early childhood educators and other staff members, and the lands and premises used in connection with the unit;

“Student” means a person who resides on the territory of Atikameksheng Anishnawbek and who is enrolled and accepted by Atikameksheng Anishnawbek into a Primary, Elementary or Secondary Education programs offered by Atikameksheng Anishnawbek;

“Post-Secondary School Student” means a person who is a recognized Member of Atikameksheng Anishnawbek and who is approved by Atikameksheng Anishnawbek for funding under the Atikameksheng Anishnawbek Post-Secondary Student Support Program in accordance with the criteria established by the Atikameksheng Anishnawbek;

“Transfer Payments” means the payments received by the Kinoomaadziwin Education Body on behalf of the First Nations to support the delivery of Primary, Elementary and Secondary Education, to allow for access to post-secondary education and to support the operation of the Anishinabek Education System.

“Local Education Authority” is comprised of the following (as per the Atikameksheng Anishnawbek Gchi Naaknigewin and the Education and Social Services Committee Terms of Reference):

- (a) Gimaa and Council
- (b) Education and Social Services Committee as per Terms of Reference

Objects of this Law

3. The objects of this law are to:

- (a) ensure the Anishinabek Education System focusses on all students’ intellectual development and their physical, emotional, social and spiritual well-being;
- (b) support the development and delivery of educational programs and services to enhance the development of confident, responsible and capable individuals who can contribute to Anishinabek society;
- (c) encourage and support life-long learning, the opportunity for continued personal development and the pursuit of post-secondary education, training and employment;
- (d) support the development of educational programs and services that meet the diverse learning needs and abilities of all students;
- (e) create mechanisms for First Nations leadership, parents and communities to become significantly involved in the education of their children;
- (f) ensure local educational needs and priorities are addressed;

- (g) create an environment of learning inclusive of Anishinabek language and culture in the curriculum, resources and school programs being developed and delivered by the Anishinabek Education System;
- (h) support education that contributes to the preservation, use and promotion of Anishinabek language and culture and provides Students with multiple opportunities for learning; and,
- (i) establish the legislative framework for:
 - i) the Kinoomaadziwin Education Body;
 - ii) the Regional Education Councils; and,
 - iii) the Local Education Authorities

Responsibilities

It is the responsibility of the Atikameksheng Anishnawbek, the Regional Education Councils and the Kinoomaadziwin Education Body and all education staff to ensure that Anishinabek language, culture and values are incorporated throughout, and fostered by the Anishinabek Education System.

Entitlement to Attend School and Access Education Programs and Services

- 4. Every Student and Post-Secondary Student is entitled to access the education programs and services offered as per the Atikameksheng Anishnawbek Education policy.

Education Governance and Authority

- 5. Atikameksheng Anishnawbek's jurisdiction over education is vested in the Gimaa and Council of Atikameksheng Anishnawbek by the Members of Atikameksheng Anishnawbek.
- 6. The Gimaa and Council shall exercise jurisdiction over Atikameksheng Anishnawbek education exclusively by this Law and in accordance with the provisions of this Law and any regulations.
- 7. Atikameksheng Anishnawbek's Director of Education and Social Services or designate will manage the day-to-day delivery of education programs and services in collaboration with Atikameksheng Anishnawbek education staff.
- 8. The Regional Education Council is a First Nation collective body established to address regional educational priorities. It has no authority over the delivery of educational programs and services in any First Nation in the region, unless that authority is delegated by the Atikameksheng Anishnawbek under this Law or its regulations.
- 9. The Kinoomaadziwin Education Body is a First Nation collective body established to support the delivery of educational programs and services by the Anishinabek Education System First Nations. It has no jurisdiction or authority unless that authority is delegated

by the Atikameksheng Anishnawbek under this Law or its regulations. The Kinoomaadziwin Education Body does not have any jurisdiction or authority over the delivery of educational programs and services in any First Nation, unless that authority is delegated by Atikameksheng Anishnawbek under this Law or its regulations

Local Education Authority

10. Atikameksheng Anishnawbek shall have one Local Education Authority.
11. The Local Education Authority shall be comprised of the following (as per the Atikameksheng Anishnawbek Gchi Naaknigewin and the Education and Social Services Committee Terms of Reference):
 - (a) Gimaa and Council
 - (b) Education and Social Services Committee as per its Terms of Reference
12. The Education and Social Services Committee (hereafter also referred to as “the Committee” shall be responsible as part of the Local Education Authority according to the following:
 - (a) Vision – Atikameksheng Anishnawbek have a positive, self-sustaining and wholistic quality of life.
 - (b) Mandate and Purpose – The mandate of the Committee is to act in an advisory capacity on matters relating to the development of policy and strategic planning for the programs, for the purposes of this Law, under Education; and further to consider such matters as may be directed by Council from time to time.
 - (c) Goals and Objectives – The Committee respects and honours our Nation through the nurturing and continuation of good governance in its commitment to education and healthy lifestyles.
 - (d) Composition:
 - i) The Committee will consist of the following:
 - a.1 – Five (5) community members accepted by motion of the Gimaa and Council; and
 - a.2 – Minimum of one (1) portfolio Councillor.
 - ii) The Chair will be the Atikameksheng Anishnawbek Band Councillor with the portfolio; if absent, the Director of Education & Social Services will substitute as Chair.
 - iii) Technical resources are of a non-voting capacity and include but are not limited to the Atikameksheng Anishnawbek Education & Social Services staff.

(e) Term – Five (5) community members serving a voluntary two (2) year term beginning in January.

(f) Remuneration

- Atikameksheng Anishnawbek Band members appointed to the Education & Social Services Committee will receive an honorarium of \$75.00 for attendance at meetings up to half day (4 hours) and \$150.00 for a full day meeting.

(g) Duties and Responsibilities of the Committee, for the purposes of this law:

- To provide overall guidance and support to education programs and services;
- To use its knowledge and expertise to make recommendations to Gimaa and Council on matters relating to education programs and services;
- To assist with the development of policies and guidelines as the need arises;
- To maintain confidentiality;
- Review and recommend to Gimaa and Council revisions to the Committee's Terms of Reference with every term;
- To provide quarterly reports to Gimaa and Council and to the Atikameksheng Anishnawbek.

(h) Duties and Responsibilities of Committee Chair – The Chair will:

- Draft the agenda in collaboration with the Director of Education & Social Services; and with other administration as needed;
- Be responsible for reporting the committee's activities to Gimaa and Council and the Atikameksheng Anishnawbek; and
- Facilitate all of the committee's meetings, when present.

(i) Duties and Responsibilities of the Education & Social Services Administrative Assistant:

- Draft the agenda with the Chair;
- Coordinate technical staff support for meetings as required; and
- Coordinate meetings and the circulation of meeting minutes and agendas to the Committee Members.

(j) Procedures – Meetings:

- The Committee will meet on the third Tuesday of every month;

- ii) The Committee will hold additional teleconference and communication as required;
 - iii) The Committee Chair may call a special meeting, as required;
 - iv) The Committee members will be reminded by email or telephone of upcoming regularly scheduled and special meetings;
 - v) Committee members can recommend meeting agenda items to the Chair;
 - vi) Committee meeting agenda, documents and minutes will be available to Committee members prior to meetings; and
 - vii) Roberts' Rules of Order will apply.
- (k) Procedures – Quorum: A quorum will exist when at least three (3) members of the Committee are present.
- (l) Procedures - Decision-making: Where possible, consensus will be used to decide on all Committee matters. If consensus cannot be achieved, majority will be used to decide on all Committee matters. The portfolio Councillor is not eligible to vote on all or any matters.
- (m) Procedures - Minutes:
- i) Minutes will be recorded by the Education & Social Services Administrative Assistant;
 - ii) Minutes and Committee documents will be kept in the office of the Director of Education & Social Services;
 - iii) Minutes and Committee documents will be copied and retained on file in the Atikameksheng Anishnawbek Administration Office's central registry; and
 - iv) Electronic copies of documents and minutes will be maintained in the Education and Social Services Committee folder in the shared drive.
- (n) Procedures - Conflict of Interest: The Committee will adhere to the current Atikameksheng Anishnawbek conflict of interest policy.
- (o) Procedures - Confidentiality:
- i) At the beginning of each term, each Committee member will sign a confidentiality agreement; and
 - ii) The confidentiality agreement will be reviewed and signed on an annual basis.
- (p) Procedures - Working Groups: The Committee may establish working groups as deemed necessary to fulfill its mandate, meet its goals and objects and support programs.

(q) Resignations and Removals:

i) A Committee member may be removed from the Committee for:

a.1 – A breach of conflict of interest;

a.2 – A breach of confidentiality;

a.3 – Not attending three (3) consecutive meetings without prior notice or approval by the Committee; and

a.4 – Not acting in the best interests and for the benefit of the Atikameksheng Anishnawbek as determined by the Committee.

ii) Resignations from the Committee:

a.1 – Will be submitted in writing with two (2) weeks' notice; and

a.2 – May be accepted and a Committee member granted a leave of absence for personal reasons or commitments, for a period of up to six (6) months.

iii) Vacancies:

a.1 – If the position was filled for more than one (1) year, the Committee will re-issue a membership call for Committee members; and

a.2 – The new Committee member will complete the remaining term of the recently vacated Committee member.

(r) Reporting and Communications:

i) Reporting to/Communication with Gimaa and Council:

a) The Chair will present a report on Committee activities at a duly convened Band Chief (Gimaa) and Council meeting;

b) Where required, any approvals required by Chief (Gimaa) and Council will be attained through a duly convened Band Council (Gimaa and Council) meeting or a special meeting of Band Council (Gimaa and Council);

c) Confidential and/or privileged documents or emails may not be provided to central registry, as determined on a case-by-case basis.

ii) Reporting to/Communication with the Atikameksheng Anishnawbek:

a) The Committee will prepare quarterly reports for the Atikameksheng Anishnawbek membership which will be distributed with the quarterly newsletter using the current membership mailing list;

- b) The Committee activities will be included with the Education & Social Services Department's information, booth if required, at the Annual General Meeting of the Atikameksheng Anishnawbek.

(s) Other:

- i) The Committee will review its Terms of Reference at the beginning of each new term and may amend or alter the Terms of Reference as required and subject to approval by Gimaa and Council;
- ii) The Committee shall develop and promote cooperation with other Atikameksheng Anishnawbek committees and organizations to further the goals and objectives of the Committee and the community;
- iii) Committee members shall be covered by director, error and omissions, insurance through Atikameksheng Anishnawbek or by other means; and
- iv) Nothing in the Committee's Terms of Reference shall be construed so as to abrogate, derogate in any way from, or affect in any way existing or asserted Aboriginal, Treaty or other rights, or any claims of the Atikameksheng Anishnawbek.

13. In matters of education policy, the Education & Social Services Committee shall:

- (a) govern itself according to the intent of this Law and the regulations;
- (b) advise the Gimaa and Council by preparing policy options and education plans for their consideration;
- (c) make itself aware of circumstances and issues which might affect the educational policies, programs or services of Atikameksheng Anishnawbek;
- (d) review the objectives and needs and evaluate the progress of the Atikameksheng Anishnawbek Students and Post-Secondary Students;

14. Atikameksheng Anishnawbek Gimaa and Council will be accountable to the Atikameksheng Anishnawbek Members in the following manner:

- (a) legislative control over education;
- (b) policy control over education:
- (c) financial control through the provisions of this Law and the Atikameksheng Anishnawbek Financial Administration Law; and
- (d) program and financial accountability through annual reports to the Members on education programs and services, the education budget and expenditures and the achievement of Students and Post-Secondary Students.

15. Gimaa and Council is accountable to its Members with regards to all statutory reports, audits and evaluations which Gimaa and Council is obliged to produce and submit by this Law.

Regional Education Council

16. The Local Education Authority shall appoint two persons to represent the First Nation at the Regional Education Council.
17. The Regional Education Council shall be responsible:
 - (a) to support the coordination and delivery of Primary, Elementary and Secondary Education for the First Nations in the region;
 - (b) for the development of template policies regarding the negotiation of tuition or education agreements between the First Nations and the local school boards, as well as the administration of such agreements;
 - (c) to support the negotiation of tuition agreements, if requested by a First Nation;
 - (d) for the development, coordination and administration of practices regarding the professional development and performance evaluation of teaching staff; and
 - (e) the provision of a forum to discuss and address issues of relevance and importance with regard to Primary, Elementary and Secondary Education, and Post-Secondary Education, as well as economies of scale.

Kinoomaadziwin Education Body

18. Each Regional Education Council shall select three (3) of its members to be Directors on the Board of Directors of the Kinoomaadziwin Education Body.
19. The Kinoomaadziwin Education Body shall be responsible:
 - (a) for the receipt, administration, accountability and distribution of Transfer Payments in accordance with the Funding Distribution Agreement;
 - (b) for the administration of funding agreements between itself and the First Nations who are part of the Anishinabek Education System;
 - (c) for the establishment of policies and guidelines relating to the operation of the Anishinabek Education System;

- (d) for the development and implementation of conditions regarding the granting of diplomas and certificates by First Nation schools;
- (e) for the establishment and maintenance of a repository of First Nation education laws;
- (f) to be the central liaison with the Province of Ontario regarding education matters; and
- (g) for carrying out of any other powers, duties and functions delegated by the First Nations.

Cost of Education

- 20. All Students residing on the territory of Atikameksheng Anishnawbek shall have the right to Primary, Elementary and Secondary Education within the Atikameksheng Anishnawbek's education system that is consistent with Atikameksheng Anishnawbek's education policies and life-long learning.
- 21. Except as otherwise provided in this Law, the educational services mentioned in section 20 are to be provided by Atikameksheng Anishnawbek at no cost to the Students or to their parents and guardians.

Finance

- 22. Atikameksheng Anishnawbek shall maintain a Funding Allocation Agreement with the Kinoomaadziwin Education Body for the education funding to deliver the First Nation's education programs and services.
- 23. The terms and conditions in relation to the Funding Allocation Agreement shall be signed by all First Nations that are part of the Anishinabek Education System.
- 24. Atikameksheng Anishnawbek education funding shall be expended on the implementation of the First Nation 5-year education plan.
- 25. Any funds not spent at the end of the fiscal year by Atikameksheng Anishnawbek may be retained or spent by Atikameksheng Anishnawbek at its own discretion providing that it is spent for educational purposes and that the terms of the Funding Allocation Agreement under which the funds were originally provided shall be observed. Retained surpluses not designated for immediate use should be placed in a reserve account at year end.
- 26. The Local Education Authority shall ensure that financial due diligence is followed so that the Atikameksheng Anishnawbek does not incur a deficit in education. Any deficit must be planned and approved by the Gimaa and Council.

Regulations

27. For the purpose of carrying out the provisions of this Law according to their intent, the Gimaa and Council may make regulations that are in addition to and are not inconsistent with this Law, and every regulation made under this section has the force of law and, without restricting the generality of the foregoing, the Gimaa and Council may make regulations:
- (a) defining any word or expression used in this Law, but not defined in this Law;
 - (b) prescribing any matter required or authorized by this Law to be prescribed by regulation;
 - (c) governing the procedure to be followed with respect to any proceedings or thing authorized by this Law in any case where the provisions of this Law are, in the opinion of the Gimaa and Council, insufficient;
 - (d) respecting any other matter considered necessary or advisable to carry out the purpose and intent of this Law

Personal Information and Privacy

28. Atikameksheng Anishnawbek may collect personal information, directly or indirectly, for purposes related to the following matters, and may use it for those purposes:
- (a) administering this Law and the regulations, and implementing the policies and guidelines made under this Law;
 - (b) planning or delivering education programs or services that the Atikameksheng Anishnawbek provides or funds, in whole or in part;
 - (c) risk management, error management or activities to improve or maintain the quality of the programs or services that the Atikameksheng Anishnawbek provides or funds, in whole or in part; and
 - (d) research and statistical activities that relate to education and are conducted by or on behalf of the Atikameksheng Anishnawbek.
29. The Atikameksheng Anishnawbek shall not collect or use more personal information than is reasonably necessary to meet the purpose of the collection or use described in this Law.
30. The Atikameksheng Anishnawbek shall protect the confidentiality of personal information and will not report publicly report any personal information.

Aboriginal and Treaty Rights

31. This Education Law is not a treaty within the meaning of section 35 of the Constitution Act, 1982.
32. Nothing in this Education Law will be construed:

(a) So as to abrogate or derogate from the aboriginal or treaty rights of the Atikameksheng Anishnawbek recognized and affirmed by section 35 of the Constitution Act, 1982; or

(b) As satisfaction or fulfillment of any treaty obligations of Canada.

Amendments

33. An amendment to this Education Law may be initiated will follow the process outlined in the Atikameksheng Anishnawbek Gchi-Naaknigewin.

Enactment Clause

34. This Law is approved by the Gimaa (Chief) and Council of Atikameksheng Anishnawbek this ____ day of the month of _____, 2018.

Gimaa (Chief)

Councillor

Councillor

Councillor

Councillor

Councillor

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JURISDICTION

1. Atikameksheng Anishnawbek has inherent jurisdiction over education. This law is an exercise of our jurisdiction.

INTERPRETATION

Definitions

2. In this Law,

“Member” means a person who is recognized as a Debendaagziwaad as per the Atikameksheng Anishnawbek Gchi Naaknigewin and whose name appears on the Atikameksheng Anishnawbek registered membership list.

“Funding Allocation Agreement” means the five-year agreement agreed to among the First Nations that comprise the Anishinabek Education System for the distribution of Transfer Payments among the First Nations and the structures of the Anishinabek Education System;

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“Student” means a person who resides on the territory of Atikameksheng Anishnawbek and who is enrolled and accepted by Atikameksheng Anishnawbek into a Primary, Elementary or Secondary Education programs offered by Atikameksheng Anishnawbek;

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“Transfer Payments” means the payments received by the Kinoomaadziwin Education Body on behalf of the First Nations to support the delivery of Primary, Elementary and Secondary Education, to allow for access to post-secondary education and to support the operation of the Anishinabek Education System.

“Local Education Authority” is comprised of the following (as per the Atikameksheng Anishnawbek Gchi Naaknigewin and the ~~(Community Assistance Committee~~ *Education and Social Services Committee* Terms of Reference):

- (a) Gimaa and Council
- (b) ~~(Community Assistance Committee)~~ *Education and Social Services Committee* as per Terms of Reference

Objects of this Law

3. The objects of this law are to:
- (a) ensure the Anishinabek Education System focusses on all students’ intellectual development and their physical, emotional, social and spiritual well-being;
 - (b) support the development and delivery of educational programs and services to enhance the development of confident, responsible and capable individuals who can contribute to Anishinabek society;
 - (c) encourage and support life-long learning, the opportunity for continued personal development and the pursuit of post-secondary education, training and employment;
 - (d) support the development of educational programs and services that meet the diverse learning needs and abilities of all students;
 - (e) create mechanisms for First Nations leadership, parents and communities to become significantly involved in the education of their children;

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- (i) establish the legislative framework for:
 - i) the Kinoomaadziwin Education Body;
 - ii) the Regional Education Councils; and,
 - iii) the Local Education Authorities

Responsibilities

It is the responsibility of the Atikameksheng Anishnawbek, the Regional Education Councils and the Kinoomaadziwin Education Body and all education staff to ensure that Anishinabek language, culture and values are incorporated throughout, and fostered by the Anishinabek Education System.

Entitlement to Attend School and Access Education Programs and Services

4. Every Student and Post-Secondary Student is entitled to access the education programs and services offered as per the Atikameksheng Anishnawbek Education policy.

Education Governance and Authority

5. Atikameksheng Anishnawbek's jurisdiction over education is vested in the Gimaa and Council of Atikameksheng Anishnawbek by the Members of Atikameksheng Anishnawbek.
6. The Gimaa and Council shall exercise jurisdiction over Atikameksheng Anishnawbek education exclusively by this Law and in accordance with the provisions of this Law and any regulations.
7. Atikameksheng Anishnawbek's Director of Education and Social Services or designate will manage the day-to-day delivery of education programs and services in collaboration with Atikameksheng Anishnawbek education staff.
8. The Regional Education Council is a First Nation collective body established to address regional educational priorities. It has no authority over the delivery of educational programs and services in any First Nation in the region, unless that authority is delegated by the Atikameksheng Anishnawbek under this Law or its regulations.

9. The Kinooaadziwin Education Body is a First Nation collective body established to support the delivery of educational programs and services by the Anishinabek Education System First Nations. It has no jurisdiction or authority unless that authority is delegated by the Atikameksheng Anishnawbek under this Law or its regulations. The Kinooaadziwin Education Body does not have any jurisdiction or authority over the delivery of educational programs and services in any First Nation, unless that authority is delegated by Atikameksheng Anishnawbek under this Law or its regulations

Local Education Authority

10. Atikameksheng Anishnawbek shall have one Local Education Authority.
11. The Local Education Authority shall be comprised of the following (as per the Atikameksheng Anishnawbek Gchi Naaknigewin and the ~~Community Assistance Committee~~ *Education and Social Services Committee* Terms of Reference):
- (a) Gimaa and Council
 - (b) ~~Community Assistance Committee~~ *Education and Social Services Committee* as per its Terms of Reference
12. The ~~Community Assistance Committee~~ *Education and Social Services Committee* (hereafter also referred to as “the Committee” shall be responsible as part of the Local Education Authority according to the following:
- (a) Vision – Atikameksheng Anishnawbek have a positive, self-sustaining and wholistic quality of life.
 - (b) Mandate and Purpose – The mandate of the Committee is to act in an advisory capacity on matters relating to the development of policy and strategic planning for the programs, for the purposes of this Law, under Education; and further to consider such matters as may be directed by Council from time to time.
 - (c) Goals and Objectives – The Committee respects and honours our Nation through the nurturing and continuation of good governance in its commitment to education and healthy lifestyles.
 - (d) Composition:
 - i) The Committee will consist of the following:
 - a.1 – Five (5) community members accepted by motion of the Gimaa and Council; and
 - a.2 – Minimum of one (1) portfolio Councillor.

- ii) The Chair will be the Atikameksheng Anishnawbek Band Councillor with the portfolio; if absent, the ~~Community Assistance Manager~~ *Director of Education & Social Services* will substitute as Chair.
 - iii) Technical resources are of a non-voting capacity and include but are not limited to the ~~Director of Community Assistance~~ *Director of Education & Social Services*, ~~Community Assistance Manager~~, *Niigaaniin Caseworker?*, Education Coordinator, Education Support Workers, Librarian, Family Support Workers, Family Well-Being Worker and Band Representative.
- (e) Term – Five (5) community members serving a voluntary two (2) year term beginning in January.
- (f) Remuneration – Currently the Committee is a volunteer based committee.
- (g) Duties and Responsibilities of the Committee, for the purposes of this law:
- i) To provide overall guidance and support to education programs and services;
 - ii) To use its knowledge and expertise to make recommendations to Gimaa and Council on matters relating to education programs and services;
 - iii) To assist with the development of policies and guidelines as the need arises;
 - iv) To maintain confidentiality;
 - v) Review and recommend to Gimaa and Council revisions to the Committee's Terms of Reference with every term;
 - vi) To provide quarterly reports to Gimaa and Council and to the Atikameksheng Anishnawbek.
- (h) Duties and Responsibilities of Committee Chair – The Chair will:
- i) Draft the agenda in collaboration with the ~~Community Assistance Manager~~ *Director of Education & Social Services*; and with other administration as needed;
 - ii) Be responsible for reporting the committee's activities to Gimaa and Council and the Atikameksheng Anishnawbek; and
 - iii) Facilitate all of the committee's meetings, when present.
- (i) Duties and Responsibilities of the ~~Community Assistance Administration~~ *Education & Social Services Administrative Assistant*:
- i) Draft the agenda with the Chair;
 - ii) Coordinate technical staff support for meetings as required; and

- iii) Coordinate meetings and the circulation of meeting minutes and agendas to the Committee Members.
- (j) Procedures – Meetings:
- i) The Committee will meet on the third Tuesday of every month;
 - ii) The Committee will hold additional teleconference and communication as required;
 - iii) The Committee Chair may call a special meeting, as required;
 - iv) The Committee members will be reminded by email or telephone of upcoming regularly scheduled and special meetings;
 - v) Committee members can recommend meeting agenda items to the Chair;
 - vi) Committee meeting agenda, documents and minutes will be available to Committee members prior to meetings; and
 - vii) Roberts' Rules of Order will apply.
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- (l) Procedures - Decision-making: Where possible, consensus will be used to decide on all Committee matters. If consensus cannot be achieved, majority will be used to decide on all Committee matters. The portfolio Councillor is not eligible to vote on all or any matters.
- (m) Procedures - Minutes:
- i) Minutes will be recorded by the ~~Community Assistance Administrative Support~~ *Education & Social Services Administrative Assistant*;
 - ii) Minutes and Committee documents will be kept in the office of the ~~Community Assistance Manager~~ *Director of Education & Social Services*;
 - iii) Minutes and Committee documents will be copied and retained on file in the Atikameksheng Anishnawbek Administration Office's central registry; and
 - iv) Electronic copies of documents and minutes will be maintained in the ~~Community Assistance~~ *Education and Social Services Committee* folder in the shared drive.
- (n) Procedures - Conflict of Interest: The Committee will adhere to the current Atikameksheng Anishnawbek conflict of interest policy.
- (o) Procedures - Confidentiality:

- i) At the beginning of each term, each Committee member will sign a confidentiality agreement; and
 - ii) The confidentiality agreement will be reviewed and signed on an annual basis.
- (p) Procedures - Working Groups: The Committee may establish working groups as deemed necessary to fulfill its mandate, meet its goals and objects and support programs.
- (q) Resignations and Removals:
- i) A Committee member may be removed from the Committee for:
 - a.1 – A breach of conflict of interest;
 - a.2 – A breach of confidentiality;
 - a.3 – Not attending three (3) consecutive meetings without prior notice or approval by the Committee; and
 - a.4 – Not acting in the best interests and for the benefit of the Atikameksheng Anishnawbek as determined by the Committee.
 - ii) Resignations from the Committee:
 - a.1 – Will be submitted in writing with two (2) weeks' notice; and
 - a.2 – May be accepted and a Committee member granted a leave of absence for personal reasons or commitments, for a period of up to six (6) months.
 - iii) Vacancies:
 - a.1 – If the position was filled for more than one (1) year, the Committee will re-issue a membership call for Committee members; and
 - a.2 – The new Committee member will complete the remaining term of the recently vacated Committee member.
- (r) Reporting and Communications:
- i) Reporting to/Communication with Gimaa and Council:
 - a) The Chair will present a report on Committee activities at a duly convened Band Chief (Gimaa) and Council meeting;
 - b) Where required, any approvals required by Chief (Gimaa) and Council will be attained through a duly convened Band Council (Gimaa and Council) meeting or a special meeting of Band Council (Gimaa and Council);

- c) Confidential and/or privileged documents or emails may not be provided to central registry, as determined on a case-by-case basis.
 - ii) Reporting to/Communication with the Atikameksheng Anishnawbek:
 - a) The Committee will prepare quarterly reports for the Atikameksheng Anishnawbek membership which will be distributed with the quarterly newsletter using the current membership mailing list;
 - b) The Committee activities will be included with the ~~Community Assistance Division's~~ *Education & Social Services Department's* information, *booth if required*, at the Annual General Meeting of the Atikameksheng Anishnawbek.
 - (s) Other:
 - i) The Committee will review its Terms of Reference at the beginning of each new term and may amend or alter the Terms of Reference as required and subject to approval by Gimaa and Council;
 - ii) The Committee shall develop and promote cooperation with other Atikameksheng Anishnawbek committees and organizations to further the goals and objectives of the Committee and the community;
 - iii) Committee members shall be covered by director, error and omissions, insurance through Atikameksheng Anishnawbek or by other means; and
 - iv) Nothing in the Committee's Terms of Reference shall be construed so as to abrogate, derogate in any way from, or affect in any way existing or asserted Aboriginal, Treaty or other rights, or any claims of the Atikameksheng Anishnawbek.
13. In matters of education policy, the ~~Community Assistance Committee~~ *Education and Social Services Committee* shall:
- (a) govern itself according to the intent of this Law and the regulations;
 - (b) advise the Gimaa and Council by preparing policy options and education plans for their consideration;
 - (c) make itself aware of circumstances and issues which might affect the educational policies, programs or services of Atikameksheng Anishnawbek;
 - (d) review the objectives and needs and evaluate the progress of the Atikameksheng Anishnawbek Students and Post-Secondary Students;

14. Atikameksheng Anishnawbek Gimaa and Council will be accountable to the Atikameksheng Anishnawbek Members in the following manner:
 - (a) legislative control over education;
 - (b) policy control over education;
 - (c) financial control through the provisions of this Law and the Atikameksheng Anishnawbek Financial Administration Law; and
 - (d) program and financial accountability through annual reports to the Members on education programs and services, the education budget and expenditures and the achievement of Students and Post-Secondary Students.

15. Gimaa and Council is accountable to its Members with regards to all statutory reports, audits and evaluations which Gimaa and Council is obliged to produce and submit by this Law.

Regional Education Council

16. The Local Education Authority shall appoint two persons to represent the First Nation at the Regional Education Council.

17. The Regional Education Council shall be responsible:
 - (a) to support the coordination and delivery of Primary, Elementary and Secondary Education for the First Nations in the region;
 - (b) for the development of template policies regarding the negotiation of tuition or education agreements between the First Nations and the local school boards, as well as the administration of such agreements;
 - (c) to support the negotiation of tuition agreements, if requested by a First Nation;
 - (d) for the development, coordination and administration of practices regarding the professional development and performance evaluation of teaching staff; and
 - (e) the provision of a forum to discuss and address issues of relevance and importance with regard to Primary, Elementary and Secondary Education, and Post-Secondary Education, as well as economies of scale.

Kinoomaadziwin Education Body

18. Each Regional Education Council shall select three (3) of its members to be Directors on the Board of Directors of the Kinoomaadziwin Education Body.

19. The Kinoomaadziwin Education Body shall be responsible:
DRAFT Atikameksheng Anishinabek Education Law as per November 23, 2017 Education Law Session held at the Atikameksheng Administration Office

- (a) for the receipt, administration, accountability and distribution of Transfer Payments in accordance with the Funding Distribution Agreement;
- (b) for the administration of funding agreements between itself and the First Nations who are part of the Anishinabek Education System;
- (c) for the establishment of policies and guidelines relating to the operation of the Anishinabek Education System;
- (d) for the development and implementation of conditions regarding the granting of diplomas and certificates by First Nation schools;
- (e) for the establishment and maintenance of a repository of First Nation education laws;
- (f) to be the central liaison with the Province of Ontario regarding education matters; and
- (g) for carrying out of any other powers, duties and functions delegated by the First Nations.

Cost of Education

- 20. All Students residing on the territory of Atikameksheng Anishnawbek shall have the right to Primary, Elementary and Secondary Education within the Atikameksheng Anishnawbek's education system that is consistent with Atikameksheng Anishnawbek's education policies and life-long learning.
- 21. Except as otherwise provided in this Law, the educational services mentioned in section 20 are to be provided by Atikameksheng Anishnawbek at no cost to the Students or to their parents and guardians.

Finance

- 22. Atikameksheng Anishnawbek shall maintain a Funding Allocation Agreement with the Kinoomaadziwin Education Body for the education funding to deliver the First Nation's education programs and services.
- 23. The terms and conditions in relation to the Funding Allocation Agreement shall be signed by all First Nations that are part of the Anishinabek Education System.
- 24. Atikameksheng Anishnawbek education funding shall be expended on the implementation of the First Nation 5-year education plan.
- 25. Any funds not spent at the end of the fiscal year by Atikameksheng Anishnawbek may be retained or spent by Atikameksheng Anishnawbek at its own discretion providing that it is

spent for educational purposes and that the terms of the Funding Allocation Agreement under which the funds were originally provided shall be observed. Retained surpluses not designated for immediate use should be placed in a reserve account at year end.

26. The Local Education Authority shall ensure that financial due diligence is followed so that the Atikameksheng Anishnawbek does not incur a deficit in education. Any deficit must be planned and approved by the Gimaa and Council.

Regulations

27. For the purpose of carrying out the provisions of this Law according to their intent, the Gimaa and Council may make regulations that are in addition to and are not inconsistent with this Law, and every regulation made under this section has the force of law and, without restricting the generality of the foregoing, the Gimaa and Council may make regulations:

- (a) defining any word or expression used in this Law, but not defined in this Law;
- (b) prescribing any matter required or authorized by this Law to be prescribed by regulation;
- (c) governing the procedure to be followed with respect to any proceedings or thing authorized by this Law in any case where the provisions of this Law are, in the opinion of the Gimaa and Council, insufficient;
- (d) respecting any other matter considered necessary or advisable to carry out the purpose and intent of this Law

Personal Information and Privacy

28. Atikameksheng Anishnawbek may collect personal information, directly or indirectly, for purposes related to the following matters, and may use it for those purposes:
- (a) administering this Law and the regulations, and implementing the policies and guidelines made under this Law;
 - (b) planning or delivering education programs or services that the Atikameksheng Anishnawbek provides or funds, in whole or in part;
 - (c) risk management, error management or activities to improve or maintain the quality of the programs or services that the Atikameksheng Anishnawbek provides or funds, in whole or in part; and
 - (d) research and statistical activities that relate to education and are conducted by or on behalf of the Atikameksheng Anishnawbek.
29. The Atikameksheng Anishnawbek shall not collect or use more personal information than is reasonably necessary to meet the purpose of the collection or use described in this Law.

- 30. The Atikameksheng Anishnawbek shall protect the confidentiality of personal information and will not report publicly report any personal information.

Aboriginal and Treaty Rights

- 31. This Education Law is not a treaty within the meaning of section 35 of the Constitution Act, 1982.
- 32. Nothing in this Education Law will be construed:
 - (a) So as to abrogate or derogate from the aboriginal or treaty rights of the Atikameksheng Anishnawbek recognized and affirmed by section 35 of the Constitution Act, 1982; or
 - (b) As satisfaction or fulfillment of any treaty obligations of Canada.

Amendments

- 33. An amendment to this Education Law may be initiated will follow the process outlined in the Atikameksheng Anishnawbek Gchi-Naaknigewin.

Enactment Clause

- 34. This Law is approved by the Gimaa (Chief) and Council of Atikameksheng Anishnawbek this ____ day of the month of _____, 2018.

Gimaa (Chief)

Councillor

Councillor

Councillor

Councillor

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Councillor

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Councillor

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Education & Social Services Committee Terms of Reference

1. Vision

Atikameksheng Anishnawbek have a positive, self-sustaining and wholistic quality of life.

2. Mandate and Purpose

The mandate of this committee is to act in an advisory capacity on matters relating to the development of policy and strategic planning for the programs under Education & Social Services, but not limited to:

- Education
- Niigaaniin Active Measures Social Assistance Program
- Library
- Social Services Program

And, further to consider such matters as may be directed by Council from time to time

3. Goals and Objectives

The Atikameksheng Anishnawbek Education & Social Services Committee (ESSC) respects and honors our Nation through the nurturing and continuation of good governance in our commitment to education and healthy lifestyles

4. Composition

4.1 The ESSC will consist of the following:

- five (5) community members accepted by motion by Gimaa and Council
- minimum of one (1) portfolio Councillor

4.2 The Chair will be the Atikameksheng Anishnawbek Band Councillor with portfolio, if absent, Director of Education & Social Services will substitute as Chair

4.3 Technical resources are of a non-voting capacity and include but are not limited to the Education & Social Services staff.

5. Term

Five (5) community members serving a voluntary two (2) year term beginning in January

6. Remuneration

- Atikameksheng Anishnawbek Band members appointed to the Education & Social Services Committee will receive an honorarium of \$75.00 for attendance at meetings up to half day (4 hours) and \$150.00 for a full day meeting.

7. Duties and Responsibilities

7.1 Duties and Responsibilities of ESSC

- To provide overall guidance and support to the Education & Social Services;
- To use their knowledge and expertise to make recommendations to the Gimaa and Council on matters relating to the Education & Social Services; To assist with the development of policies and guidelines as the need arises
- To maintain confidentiality;
- Review and recommend to Gimaa and Council revisions to the Terms of
- Reference with every term

7.2 Duties and Responsibilities of Committee Chair

The Chair will:

- draft agenda in collaboration with Director of Education & Social Services ; and with other administration as needed;
- Be responsible for reporting committee activities to Gimaa and Council and Atikameksheng Anishnawbek; and
- Facilitate all committee meetings, when present

7.3 Duties and Responsibilities of the Education & Social Services Administration

- Draft agenda with Chair;
- Coordinate technical staff support for meetings as required; and
- Coordinate meetings and the circulation of meeting minutes and agenda to the Education & Social Services Committee Members

8. Procedures

8.1 Meetings

- The committee will aim to meet on the third Tuesday of the month;
- The committee will hold additional teleconferences and communication as required;
- The committee Chair may call a special meeting, as required; Committee members will be reminded, by email or telephone, of upcoming regularly scheduled and special meetings;
- Committee members can recommend meeting agenda items to the Chair;
- Committee meeting agenda, documents and minutes will be available to committee members prior to meetings; and
- Robert's Rules of Order will apply

8.2 Quorum

A quorum will exist when at least three members of the committee are present

8.3 Decision Making

Where possible, consensus will be used to decide on all committee matters. If consensus cannot be achieved, majority will be used to decide on all committee matters. The portfolio Councillor is not eligible to vote on all or any matters

8.4 Minutes

- Minutes will be recorded by the Education & Social Services Administrative
- Support; Minutes and committee documents will be kept in the office of the Director of Education & Social Services;
- Minutes and committee documents will be copied and retained on file in the Atikameksheng Anishnawbek Administration Office's central registry; and
- Electronic copies of documents and minutes will be maintained in the Education & Social Services folder in the shared drive

8.5 Conflict of Interest

Education & Social Services Committee Members will adhere to the current Atikameksheng Anishnawbek conflict of interest policy

8.6 Confidentiality

- At the beginning of each term, each committee member will sign a confidentiality agreement; and
- The confidentiality agreement will be reviewed and signed on an annual basis

8.7 Working Groups

The Education & Social Services Committee may establish working groups as deemed necessary to fulfill its mandate, meet its goals and objectives and support program

9. Resignations and Removals

9.1 A member may be removed from the Education & Social Services Committee for:

- A breach of conflict of interest;
- A breach of confidentiality;
- Not attending three (3) consecutive meetings without prior notice or approval by the committee; and
- Not acting in the best interests and for the benefit of Atikameksheng Anishnawbek as determined by the committee

9.2 Resignations from the committee

- Will be submitted in writing with two (2) weeks' notice; and
- May be accepted and a member granted a leave of absence for personal reasons or commitments, for a period of up to six (6) months

9.3 Vacancies

- If the position was filled for more than a year, the committee will re-issue a membership call for committee members; and
- The new committee member will complete the remaining term of the recently- vacated member

10. Reporting and Communications

10.1 Reporting to/Communication with Gimaa and Council

- The Chair will present a report on committee activities at a duly convened Band Council meeting;
- Where required any approvals required by Gimaa and Council will be attained through a duly convened Band Council meeting or a special meeting of Council;
- Confidential and/or privileged documents or emails may not be provided to central registry, as determined on a case by case basis

10.2 Reporting to/Communication with Atikameksheng Anishnawbek

- The committee will prepare a quarterly report for the membership which will be distributed with the quarterly newsletter using the current membership mailing list; and
- The committee activities will be included with the Education and Social Services Department's booth information at the Annual General Meeting of the Atikameksheng Anishnawbek.

11. Other

- The committee will review the Terms of Reference at the beginning of each new term and may amend or alter these Terms of Reference as required and subject to approval by Gimaa and Council;
- The committee shall develop and promote cooperation with other Atikameksheng Anishnawbek committees and organizations to further the goals and objectives of the committee and community;
- Committee members shall be covered by director, error and omissions, insurance through Atikameksheng Anishnawbek or by other means; and
- Nothing in this Terms of Reference shall be construed so as to abrogate, derogate in any way from, or affect in any way existing or asserted Aboriginal, Treaty or other rights, or any claims of Atikameksheng Anishnawbek



Community Assistance *Education & Social Services* Committee Terms of Reference **DRAFT**

1. Vision

Atikameksheng Anishnawbek have a positive, self-sustaining and wholistic quality of life.

2. Mandate and Purpose

The mandate of this committee is to act in an advisory capacity on matters relating to the development of policy and strategic planning for the programs under Community Assistance *Education & Social Services*, but not limited to:

- Education
- Niigaaniin Active Measures Social Assistance Program
- Library
- *Social Services Program*

And, further to consider such matters as may be directed by Council from time to time

3. Goals and Objectives

The Atikameksheng Anishnawbek Community Assistance Committee (CAC) *Education & Social Services Committee (ESSC)* respects and honours our Nation through the nurturing and continuation of good governance in our commitment to education and healthy lifestyles

4. Composition

4.1 The ~~CAC~~ *ESSC* will consist of the following:

- five (5) community members accepted by motion by Chief *Gimaa* and
- Council minimum of one (1) portfolio Councillor

4.2 The Chair will be the Atikameksheng Anishnawbek Band Councillor with portfolio, if absent, ~~Community Assistance Manager~~ *Director of Education & Social Services* will substitute as Chair

4.3 Technical resources are of a non-voting capacity and include but are not limited to the ~~Director of Community Assistance, Community Assistance Manager, Niigaaniin Caseworker, Education Coordinator, Librarian.~~ *Education & Social Services staff.*

5. Term

Five (5) community members serving a voluntary two (2) year term beginning in January

6. Remuneration

Currently CAC is a based committee

- *Atikameksheng Anishnawbek Band members appointed to the Education & Social Services Committee will receive an honorarium of \$75.00 for attendance at meetings up to half day (4 hours) and \$150.00 for a full day meeting.*

7. Duties and Responsibilities

7.1 Duties and Responsibilities of CAC ~~ESSC~~

- To provide overall guidance and support to the ~~Community Assistance programs and~~ *Education & Social* services;
- To use their knowledge and expertise to make recommendations to the Chief ~~Gimaa~~ and Council on matters relating to the ~~Community Assistance programs and services~~;
- To assist with the development of policies and guidelines as the need arises
- To maintain confidentiality;
- Review and recommend to Chief Gimaa and Council revisions to the Terms of Reference with every term
- ~~To provide quarterly reports to Chief and Council and to Atikameksheng Anishnawbek~~

7.2 Duties and Responsibilities of Committee Chair

The Chair will:

- draft agenda in collaboration with ~~Community Assistance Manager~~ *Director of Education & Social Services* ; and with other administration as needed;
- Be responsible for reporting committee activities to Chief ~~Gimaa~~ and Council and Atikameksheng Anishnawbek; and
- Facilitate all committee meetings, when present

7.3 Duties and Responsibilities of ~~the Community Assistance Program Administration~~ *Education & Social Services Administration*

- Draft agenda with Chair;
- Coordinate technical staff support for meetings as required; and
- Coordinate meetings and the circulation of meeting minutes and agenda to the ~~Community Assistance~~ *Education & Social Services* Committee Members

8. Procedures

8.1 Meetings

- The committee will *aim to* meet on the third Tuesday of the month;
- The committee will hold additional teleconferences and communication as required;

- The committee Chair may call a special meeting, as required; Committee members will be reminded, by email or telephone, of upcoming regularly scheduled and special meetings;
- Committee members can recommend meeting agenda items to the Chair;
- Committee meeting agenda, documents and minutes will be available to committee members prior to meetings; and
- Robert's Rules of Order will apply

8.2 Quorum

A quorum will exist when at least three members of the committee are present

8.3 Decision Making

Where possible, consensus will be used to decide on all committee matters. If consensus cannot be achieved, majority will be used to decide on all committee matters. The portfolio Councillor is not eligible to vote on all or any matters

8.4 Minutes

- Minutes will be recorded by the ~~Community Assistance~~ *Education & Social Services* Administrative Support; Minutes and committee documents will be kept in the office of the ~~Community Assistance Manager~~ *Director of Education & Social Services*;
- Minutes and committee documents will be copied and retained on file in the Atikameksheng Anishnawbek Administration Office's central registry; and
- Electronic copies of documents and minutes will be maintained in the ~~Community Assistance~~ *Education & Social Services* folder in the shared drive

8.5 Conflict of Interest

~~Community Assistance~~ *Education & Social Services* Committee Members will adhere to the current Atikameksheng Anishnawbek conflict of interest policy

8.6 Confidentiality

- At the beginning of each term, each committee member will sign a confidentiality agreement; and
- The confidentiality agreement will be reviewed and signed on an annual basis

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The ~~Community Assistance~~ *Education & Social Services* Committee may establish working groups as deemed necessary to fulfill its mandate, meet its goals and objectives and support program

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9.1 A member may be removed from the ~~Community Assistance~~ *Education & Social Services* Committee for:

- A breach of conflict of interest;
- A breach of confidentiality;
- Not attending three (3) consecutive meetings without prior notice or approval by the committee; and
- Not acting in the best interests and for the benefit of Atikameksheng Anishnawbek as determined by the committee

9.2 Resignations from the committee

- Will be submitted in writing with two (2) weeks' notice; and
- May be accepted and a member granted a leave of absence for personal reasons or commitments, for a period of up to six (6) months

9.3 Vacancies

- If the position was filled for more than a year, the committee will re-issue a membership call for committee members; and
- The new committee member will complete the remaining term of the recently- vacated member

10. Reporting and Communications

10.1 Reporting to/Communication with ~~Chief~~ *Gimaa* and Council

- The Chair will present a report on committee activities at a duly convened Band Council meeting;
- Where required any approvals required by ~~Chief~~ *Gimaa* and Council will be attained through a duly convened Band Council meeting or a special meeting of Council;
- Confidential and/or privileged documents or emails may not be provided to central registry, as determined on a case by case basis

10.2 Reporting to/Communication with Atikameksheng Anishnawbek

- The committee will prepare a quarterly report for the membership which will be distributed with the quarterly newsletter using the current membership mailing list; and
- The committee activities will be included with the ~~Community Assistance~~ *Education and Social Services Department's* booth information at the Annual General Meeting of the Atikameksheng Anishnawbek.

11. Other

- The committee will review the Terms of Reference at the beginning of each new term and may amend or alter these Terms of Reference as required and subject to approval by Chief **Gimaa** and Council;
- The committee shall develop and promote cooperation with other Atikameksheng Anishnawbek committees and organizations to further the goals and objectives of the committee and community;
- Committee members shall be covered by director, error and omissions, insurance through Atikameksheng Anishnawbek or by other means; and
- Nothing in this Terms of Reference shall be construed so as to abrogate, derogate in any way from, or affect in any way existing or asserted Aboriginal, Treaty or other rights, or any claims of Atikameksheng Anishnawbek