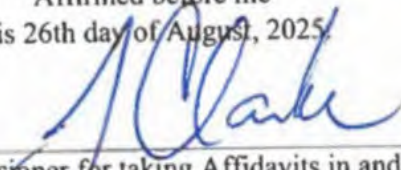


2024 01G CP 0064

This is **Exhibit 6** referred to in the
Affidavit of **Kimberlee Ford**
Affirmed before me
this 26th day of August, 2025.


A Commissioner for taking Affidavits in and for
the Province of Ontario

Jennifer Margaret Clarke, a Commissioner, etc.,
Province of Ontario, for the Government of Canada,
Department of Justice. Expires November 4, 2025.

Jennifer Margaret Clarke, commissaire, etc.,
province de l'Ontario, au service du gouvernement du Canada,
ministère de la Justice. Date d'expiration : le 4 novembre 2025.



Federal Court



Cour fédérale

Date: 20230309**Docket: T-1542-12****Citation: 2023 FC 327****Ottawa, Ontario, March 9, 2023****PRESENT: Madam Justice McDonald****CLASS PROCEEDING****BETWEEN:**

**CHIEF SHANE GOTTFRIEDSON, on behalf of the
TK'EMLUPS TE SECWÉPEMC INDIAN BAND and the
TK'EMLUPS TE SECWÉPEMC INDIAN BAND, and
CHIEF GARRY FESCHUK, on behalf of the SECHELT INDIAN BAND
and the SECHELT INDIAN BAND**

Plaintiffs**and****HIS MAJESTY THE KING IN RIGHT OF CANADA****Defendant****ORDER AND REASONS**

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I. Overview

[1] The parties ask the Court to approve the Settlement Agreement reached in this long-standing class proceeding, seeking reparations for the loss of language and culture caused to Indian Bands by the Residential Schools system. The purpose of the Settlement Agreement is outlined as follows at clause M:

The Parties intend there to be a fair and comprehensive settlement of the claims of the Band Class that aligns with Canada's desire to ensure funding to support healing, wellness, education, heritage, language, and commemoration activities and which promotes the Four Pillars developed by the Representative Plaintiffs:

- a. Revival and protection of Indigenous languages;
- b. Revival and protection of Indigenous cultures;
- c. Protection and promotion of heritage; and
- d. Wellness for Indigenous communities and their members.

[2] With the consent of the Defendant Canada, the Representative Plaintiffs ask the Court to approve a settlement that has been reached for the benefit of the 325 Band Class members from across Canada who chose to opt-in (i.e. join) to this class proceeding.

[3] The Settlement Approval Hearing was held in-person in Vancouver, British Columbia on February 27 and 28, 2023. This hearing was also broadcast virtually via Zoom to allow Band Class members to observe and speak to the Settlement Agreement if they wished. The Court heard from a number of representatives of Band Class members both in-person and virtually.

[4] This settlement has overwhelming support from the Representative Plaintiffs, who have been involved in the litigation throughout. Many other Band Class members also expressed support for the settlement. Class Counsel and legal counsel for Canada both noted that neither had seen such unanimous support for a class action settlement proposal before in their careers.

[5] The only objection and concern expressed regarding the settlement related to the wording of the release in the Settlement Agreement. I will specifically address this issue below.

[6] For the reasons that follow, and despite the objection to the release language, I am satisfied that the settlement is fair, reasonable, and in the best interests of Band Class members. The Settlement Agreement is therefore approved.

II. Background

[7] In 2015, the Truth and Reconciliation Commission concluded:

For over a century, the central goals of Canada's Aboriginal policy were to eliminate Aboriginal governments; ignore Aboriginal rights; terminate the Treaties; and, through a process of assimilation, cause Aboriginal peoples to cease to exist as distinct legal, social, cultural, religious, and racial entities in Canada. The establishment and operation of residential schools were a central element of this policy, which can best be described as "cultural genocide".

Honouring the Truth, Reconciling for the Future: Summary of the Final Report of the Truth and Reconciliation Commission of Canada, page 1.

[8] In 2010, Chief Gottfriedson and Chief Feschuck took action to advocate for the rights of Day Scholars and First Nation communities who had been excluded from the previous

Residential School settlements. They composed a legal team and in August 2012, filed this class proceeding.

[9] In what has proven to be a visionary move, a claim was advanced for the loss of culture and language rights of Indian Bands who either had a Residential School in their community or had members of their community who attended a Residential School between 1920 and 1997.

[10] Following a contested certification hearing, on June 18, 2015, Justice Harrington certified this action as a class proceeding for the benefit of three classes: the Survivor Class, the Descendant Class, and the Band Class (*Gottfriedson v Canada*, 2015 FC 706 and *Gottfriedson v Canada*, 2015 FC 766 [Certification Order]).

[11] In keeping with the *Calls to Action* outlined in the Truth and Reconciliation Report, Canada's litigation strategy evolved. In the spirit of reconciliation, the parties undertook intensive settlement negotiations in 2019.

[12] In June 2021, the parties negotiated a settlement of the Survivor Class and Descendant Class claims. On September 24, 2021, the Court approved the settlement agreement between Canada and the Survivor and Descendant Classes for the loss of culture and language suffered by those who attended Residential Schools as Day Scholars between 1920 and 1997 (*Tk'emlúps te Secwépemc First Nation v Canada*, 2021 FC 988).

[13] This partial settlement of the class proceeding left the Band Class claim unresolved and the parties pressed forward with litigation.

[14] Band Class members were required to opt-in to the class action lawsuit. The deadline for Band Classes to opt-in was June 30, 2022, by an Order of June 15, 2022 (unreported). There are 325 Band Class members. The Band Class members list is found in Schedule C of the Settlement Agreement which was amended to remove a duplicate entry by an Order of January 21, 2023 (*Tk'emlúps te Secwépemc First Nation v Canada*, 2023 FC 106 [Notice Order]). The corrected Band Class members list is attached to the Order dated January 21, 2023.

[15] The Common Issues Trial for the Band Class claims was scheduled to begin on September 12, 2022, and continue for 48 days. The claim was bifurcated, with the damages phase of the Trial to proceed at a later date.

[16] At the Trial's opening on September 12, 2022, the parties requested a brief adjournment and on September 20, 2022, the Trial was adjourned *sine die* to allow the parties to pursue settlement negotiations.

[17] On January 18, 2023, the parties signed the proposed Settlement Agreement of the Band Class claims.

[18] On January 21, 2023, the Court approved the Notice Plan [Notice] for the distribution to Class members of the proposed Settlement Agreement and the Settlement Approval Hearing, scheduled to begin on February 27, 2023 (Notice Order).

[19] This Notice was sent to the administrative and political offices of each of the 325 Band Class members. Class members were given until February 20, 2023 to deliver statements of support or objection to Class Counsel.

III. Settlement Approval Hearing

[20] The following Affidavits were filed in support of this Motion:

- Affidavit of Peter Grant, co-Class Counsel, sworn on February 20, 2023;
- Affidavit of Chief Shane Gottfriedson, former Chief of Tk'emlúps te Secwépemc Indian Band, Representative Plaintiff for the Band Class, affirmed on February 21, 2023;
- Affidavit of Chief Garry Feschuk, former Chief of shíshálh Nation, formerly known as the Sechelt Indian Band, Representative Plaintiff for the Band Class, affirmed on February 20, 2023;
- Affidavit of Dr. Matthew Coon Come, former Grand Chief of the Council of Crees (Eeyou Istchee), affirmed on February 20, 2023;
- Affidavit of Jeanine Alphonse, law clerk at Waddell Phillips Professional Corporation, co-Class Counsel, affirmed on February 22, 2023; and
- Affidavit of Garima Dwivedi, Assistant Deputy Minister of the Resolutions and Partnerships Sector, Department of Crown-Indigenous Relations and Northern Affairs Canada, affirmed on February 23, 2023.

[21] The Court also received written submissions from the following Band Class members prior to the Settlement Approval Hearing: Elsipotog First Nation, Star Blanket Cree Nation, Taku River Tlingit First Nation, and Tootinaowaziibeeng Treaty Reserve #292, who all expressed support for the settlement.

[22] At the Settlement Approval Hearing, Neskonlith Indian Band, Penelakut Tribe, and Ermineskin Cree Nation provided written statements. Class Counsel also informed the Court of communications received from Nisichawayasik Cree Nation and Nekaneet First Nation in support of the Settlement Agreement.

[23] On February 21, 2023, shortly before the Settlement Approval Hearing, Wauzhushk Onigum Nation (Rat Portage) #153 [Wauzhushk Onigum Nation] filed a Motion seeking an amendment to the Certification Order to allow them to exercise the option to opt-out of the Settlement Agreement within 12 months. Wauzhushk Onigum Nation also opposed the settlement based on the language of the release and the lack of an opt-out provision at the settlement stage. This Motion and the objection were withdrawn by legal counsel for Wauzhushk Onigum Nation during the Settlement Approval Hearing.

[24] During the Settlement Approval Hearing, the Court heard oral submissions from the following representatives for Band Class members:

- Former Grand Chief Dr. Matthew Coon Come, Grand Council of the Crees
- Former Chief Shane Gottfriedson, Tk'emlúps te Secwépemc
- Former Chief Garry Feschuk, shíshálh Nation

- Kúkpi7 Rosanne Casimir, Tk'emlúps te Secwépemc
- Chief Michael Starr, Star Blanket Cree Nation
- Kukpi7 Irvin Wai, Neskonlith Indian Band
- Councillor Joan Manuel-Hooper, Neskonlith Indian Band
- Chief Cody Thomas, Enoch Cree Nation
- Chief Greg Gabriel, Penticton Indian Band
- Councillor and former Chief Craig Makinaw, Ermineskin Cree Nation
- Collin Wildcat, Ermineskin Cree Nation
- Alice Morgan, Hagwilget Village
- Robert Sam, Pcnelakut Tribe
- Bonnie Missens K.C., Pasqua First Nation
- Oliver Pulleyblank, legal counsel for Wauzhushk Onigum Nation
- Chief Ramona Sutherland, Constance Lake First Nation
- Chief Michelle Edwards, Cayoose Creek Indian Band

IV. Terms of the Settlement Agreement

[25] Canada will pay \$2,800,000,000.00 [the Fund] to fully and finally resolve the Band Class claims, pursuant to paragraph 24.01 of the Settlement Agreement.

[26] By way of overview, the opening paragraphs of the Settlement Agreement state:

A. Canada and certain religious organizations operated Indian Residential Schools in which Indigenous children, their families, and communities suffered harms.

B. Two primary objectives of the Indian Residential Schools system were to remove and isolate Indigenous children from the

influence of their homes, families, traditions and cultures, and to assimilate them into the dominant culture.

C. The consequences of the Indian Residential Schools system were profoundly negative, and this system has had a lasting and damaging impact on Indigenous survivors, their families, and communities.

[27] The objectives of the settlement are noted in clause M, which set out the Four Pillars of the Settlement Agreement:

- a. Revival and protection of Indigenous languages;
- b. Revival and protection of Indigenous cultures;
- c. Protection and promotion of heritage; and
- d. Wellness for Indigenous communities and their members.

[28] The objectives of the settlement will be facilitated by the creation of an Indigenous led and Indigenous controlled not-for-profit entity:

21.01 After the signing of this Agreement, but before the Implementation Date, the Plaintiffs will cause to be incorporated a not-for-profit entity under the *Canada Not-for-profit Corporations Act*, SC 2009, c. 23, or analogous federal legislation or legislation in any of the provinces or territories (the legislation pursuant to which the not-for-profit entity is incorporated, including any amendments thereto or replacements thereof, is herein referred to as the “**Governing Corporate Statute**”) to act as trustee of the Trust.

21.02 The not-for-profit entity will be independent of the Government of Canada.

21.03 The not-for-profit entity will have as its purposes the Four Pillars, which are described in more detail in Schedule F.

[Emphasis in original].

[29] The not-for-profit entity will establish a trust fund [Trust], which is outlined in sections 22.01-22.03 as follows:

22.01 The not-for-profit entity will establish a Trust and as trustee under the Trust, the not-for-profit entity will receive, hold, invest, manage, and disburse the Fund for the benefit of the Band Class Members in accordance with this Agreement, the terms of the Trust as set out in a written trust agreement signed by the not-for-profit entity to indicate its acceptance of the Trust and the duties and obligations of trustee, and in accordance with the Investment Policy and Disbursement Policy attached as Schedules D and E.

22.02 The not-for-profit entity shall be the sole trustee of the Trust.

22.03 The duties and responsibilities of the directors of the not-for-profit entity will be:

- a. to establish the Trust;
- b. to invest the Fund having regard to the Investment Policy;
- c. to disburse the Fund to Band Class Members in accordance with the Disbursement Policy; ...

[30] The not-for-profit entity will be responsible for distributing the Fund to the Band Class members in accordance with the Disbursement Policy, set out in Schedule E of the Settlement Agreement.

[31] The Disbursement Policy sets out the entitlement of each Band Class member under the Settlement Agreement. Each Band Class member is entitled to the following disbursements:

- a. **Planning Funds:** Upon receipt of the money provided for in this Agreement, the Trust will disburse an initial amount of \$200,000 to each Band for the purposes of developing a plan to carry out one or more of the objectives and purposes of the Four Pillars;
- b. **Initial Kick-Start Funds:** Upon receipt and review of a plan from a Band, the Trust shall disburse the Initial Kick-Start Funds, which shall be equal to the Band's proportionate share of

\$325,000,000, with 40% attributable for base rate, with the remaining 60% to be used to adjust for population. The base rate is an equal amount payable to each Band. The Board will determine an appropriate adjustment for remoteness for the Initial Kick-Start Funds, with any such funds required to account for remoteness being in addition to the \$325,000,000, and taken from capital.

c. **Annual Entitlement:** Each Band will receive a share of annual investment income that is available for distribution. Each Band's Annual Entitlement will be based on the Disbursement Formula. The Trust may, at its discretion, choose not to disburse all the income in any given year in order to ensure sufficient funding for years in which there is less income due to market conditions.

[Emphasis in original]

[32] If the Court approves the Settlement Agreement, Canada will be released from liability relating to the Band Class members' claims in this class proceeding.

V. Issues

[33] The primary issue is whether the Settlement Agreement is fair and reasonable. The only objection to the settlement relates to the release language. I will address this issue first.

VI. Analysis

A. *Release Provisions in the Settlement Agreement*

[34] As noted, the only objection or concern raised was in relation to the release language used in the Settlement Agreement. Both Wauzhushk Onigum Nation and Constance Lake First Nation objected to the scope of the release language, although Wauzhushk Onigum Nation withdrew its objection at the Settlement Approval Hearing. The concern about the release language arose in the face of the ongoing and devastating discovery of unmarked graves and

burial sites at former Residential School sites. The worry is that the release language may prevent future efforts to hold Canada to account for these tragic discoveries.

[35] This issue was top of mind to the parties as they worked out the terms of the settlement before the Court. I note that one of the Representative Plaintiffs – Tk'emlups Tc Secwepemc Indian Band – was the site of Kamloops Indian Residential School, where the remains of 215 children were discovered in May 2021. This tragic discovery brought national attention to unmarked graves at former Residential Schools across Canada.

[36] The release provisions in the Settlement Agreement state:

27.01 Each Band Class Member ("Releasor") fully, finally and forever releases His Majesty the King in Right of Canada, its servants, agents, officers and employees, from any and all actions, causes of action, common law, international law, Quebec civil law, and statutory liabilities, contracts, claims, and demands of every nature or kind and in any forum ("Claims") available against Canada that were asserted or could have been asserted in relation to those asserted in the Second Re-Amended Statement of Claim regarding the purpose, creation, planning, establishment, setting up, initiating, funding, operation, supervision, control and maintenance of Residential Schools, the obligatory attendance of Survivors at Residential Schools, the Residential Schools system, and/or any Residential Schools policy or policies (the "Release") and all such claims set out herein are dismissed on consent of the Parties as if determined on their merits.

27.02 For greater clarity, and without limiting the foregoing, the Claims do not relate to, or include any claims regarding, children who died or disappeared while in attendance at Residential School.

27.03 For greater clarity and without limiting the foregoing, the Release does not settle, compromise, release or limit in any way whatsoever any claims by the Releasors, in any other action, claim, lawsuit, or complaint regarding a declaration of Aboriginal or Treaty rights, a breach of Aboriginal rights, a breach of Treaty rights, a breach of fiduciary duty, or the constitutionality of any

provision of the *Indian Act*, its predecessors or Regulations, other than claims related to the purpose, creation, planning, establishment, setting up, initiating, funding, operation, supervision, control and maintenance of Residential Schools, the obligatory attendance of Survivors at Residential Schools, the Residential School system, and/or any Residential Schools policy or policies as set out in Section 27.01.

27.04 Except as provided herein, this Settlement Agreement does not settle, compromise, release or limit in any way whatsoever any claim by the Releasors against any person other than Canada. For greater clarity, and without limiting the foregoing, the Release cannot be relied upon by any Third Party, including any religious organization that was involved in the creation and operation of Residential Schools.

27.05 If any Releasor makes any claim or demand or takes any actions or proceedings, or continues such claims, actions, or proceedings against other person(s) or entities in relation to the allegations, matters or the losses or injuries at issue in the Action, including any claim against Provinces, Territories, other legal entities, or groups, including but not limited to religious or other institutions that were in any way involved with Residential Schools, the Releasor will expressly limit their claims so as to exclude any portion of loss for which Canada may be found at fault or legally responsible for, or that Canada otherwise would have been liable to pay but for this Release.

27.06 Canada may rely on this Release as a defence to any lawsuit by the Releasors that purports to seek compensation from Canada for anything released through this Agreement.

27.07 Each Releasor is deemed to have agreed, warranted, and represented that it is the holder of the collective rights to whom the duties are owed on behalf of their respective communities as asserted in the Second Re-Amended Statement of Claim.

27.08 Canada may rely on this Agreement as a defence in the event that any other individual, group, or entity ("Third Party") pursues any action, claim, or demand for the claims or losses released by this Agreement and asserts that it, and not any Releasor, is the proper holder of the collective or community rights, is the community entity to whom the asserted duties were owed, or holds the authority to advance and release such claims, either because it is a sub-group within the Releasor entity or a larger entity to which the Releasor belongs, or is otherwise related, connected or derived.

27.09 If a court or tribunal determines that a Third Party, and not the Releasor, is the appropriate rights holder or otherwise owed the duties at issue, Canada may seek a set-off of the amounts paid to the Releasor through operation of this agreement.

27.10 The release provisions contained herein, revised as required for formatting only, will be included as terms of the Court Order approving the Settlement Agreement.

[Emphasis added].

[37] While section 27.02 specifically excludes any claims regarding children who died or disappeared while in attendance at Residential Schools, there was still concern that the release provisions are too broad.

[38] The Supreme Court of Canada recently provided direction on the interpretation of the scope of releases in *Corner Brook (City) v Bailey*, 2021 SCC 29 [Bailey]. The Supreme Court held “[t]here is no special interpretive principle that applies to releases” (*Bailey* at para 3). The Supreme Court held:

[35] Releases tend to have certain features that may give rise to careful interpretations. Contractual interpretation requires courts to give the words of a contract their ordinary and grammatical meaning, in a way that is consistent with the surrounding circumstances known to the parties at the time of contract formation: *Sattva*, at paras. 47-48. Sometimes the ordinary meaning of the words and the surrounding circumstances come into tension, and courts must decide whether to rely on the surrounding circumstances to refine the meaning of the words, or whether doing so would impermissibly overwhelm the words of the agreements, in which case the words must override: para. 57. This tension may more often arise when interpreting releases, for two reasons.

[36] First, as Cass observes, “A distinctive feature of releases is that they are often expressed in the broadest possible words”: p. 83 (footnote omitted). A general release, if interpreted literally, could prevent the releasor from suing the releasee for any reason, forever. While such a release may not be enforceable for other

reasons (e.g., unconscionability), the circumstances may also often indicate that such extreme consequences are not what the parties objectively intended. As the Court of Appeal for British Columbia put it in *Strata Plan BCS 327*, “While releases signed in the course of a settlement of a dispute are often worded in a broad and general fashion, appearing to cover the end of the world, they must be considered in the context of the dispute”: para. 26. This context can serve as a limiting factor to the breadth of wording found in a release.

...

[43] Distinctions can be drawn between claims based on facts known to both parties (as in this case) and claims based on facts that were not known to both parties (as in *Biancaniello*). Such distinctions may be relevant when interpreting a release and assessing whether the claim at issue is the kind of claim the parties mutually intended to release. The ultimate question is whether the claim is of the type of claim to which the release is directed. This will depend on the wording and surrounding circumstances of the release in each case. Lord Bingham’s cautionary principle from *Ali* should be understood not as a rule of interpretation, but rather an observation as to the issues that releases will tend to give rise to given their subject matter. Any judicial tendency to narrow the meaning given to broad wording is not the function of any special rule, but rather a function of the context in which releases are given. Thus, the ordinary rules for contract interpretation set out in *Sattva* apply to releases as they do to other contracts.

[39] Specifically in the class proceeding context, the decision of the British Columbia Superior Court in *Leonard v The Manufacturers Life Insurance Company*, 2020 BCSC 1840 [*Leonard*] is instructive. In *Leonard*, an objection was raised arguing the release was too broad. In concluding the release did not “inappropriately forestall future claims” (at para 115), Justice Gomery noted, at paragraph 117:

I should observe that, so far as the class is concerned, the “Proceedings” are limited to the common issues. The release bars claims engaging the common issues, but not claims grounded in some other legal theory or cause of action, if there is any that could be advanced arising out of the same conduct. Such claims would not be claims grounded in “any conduct, act or omission which was or could have been alleged in the Proceedings”.

[40] Based upon *Bailey* and *Leonard*, the Court must consider the release language as against the surrounding circumstances including the claims advanced in the pleadings and the common issues certified. The language in the pleadings and the certified Common Questions informs the parameters and legal reach of the release provisions.

[41] Here, the release language in the Settlement Agreement is specifically crafted to only apply to the claims raised in the class proceeding. The claims are outlined in the Second Re-Amended Statement of Claim as:

2(i) ... the damage or harm caused by the creation and implementation of Residential Schools and Residential Schools Policy to the educational, governmental, economic, cultural, linguistic, spiritual and social customs, practices and way of life, traditional governance structures, as well as to the community and individual security and wellbeing, of Aboriginal Persons.

...

27 The Class members have lost, in whole or in part, their traditional economic viability, self-government and laws, language, land base and land-based teachings, traditional spiritual practices and religious practices, and the integral sense of their collective identity.

[42] The Common Questions as certified by Justice Harrington in the Certification Order, in relation to the Band Class members, are as follows:

- a. Through the purpose, operation or management of any of the Residential Schools during the Class Period, did the Defendant breach a fiduciary duty owed to the [...] Band Class [...] not to destroy their language and culture?
- b. Through the purpose, operation or management of any of the Residential Schools during the Class Period, did the Defendant breach the cultural and/or linguistic rights, be they Aboriginal Rights or otherwise of the [...] Band Class [...]?

[43] During oral submissions, Class Counsel, Mr. Phillips confirmed that:

While 27.01 already, in my submission, would have captured that, in terms of not releasing those claims, 27.02 goes directly to the point because class action counsel, counsel for Canada, and the representative plaintiffs turned their minds specifically to that issue. And to use my phrase again for the second time, in a belt-and-suspenders way said is a matter of reinforcement **no claim regarding or relating to missing or dead children is covered by the terms of the release 27.02.**

For the same reason the churches and their liability, they were not part of this action. Early on a decision was taken to ensure that we could at least get -- during some people's lives, the lifetime, to the end of this case, the churches were not included. They were specifically excluded by the initial statement of claim. And our clients wanted to ensure that no release released the churches or could be taken to release the churches. And, again, well 27.01, given that the statement of claim was tailorized [sic] or what I would've -- what should have been called Gottfriedsonized, they remove reference to churches. That (inaudible) to 27.01 meant they were not going to be covered in any of that, but in 27.04 I believe it is -- 27.04. Again, belt-and-suspenders, we made sure on the instruction of our clients that that release would not cover or touch on the churches.

At the same time -- and you'll see this at paragraph 60 of our submissions -- one of our clients raised a concern about land claims. And again, our -- my view, 27.01, there's no land claim that could have arisen with respect to the claim as pleaded or which could have been pleaded in the context of what was there in the common issues of fact and law. But 27.03, belt and suspenders, was put in to make sure that no land claim could be compromised by the release.

[Emphasis added].

[44] Legal counsel for Canada, Mr. Henderson, also addressed this issue. As he noted, the parties negotiated the terms of the Settlement Agreement and carefully chose the language. At the Settlement Approval Hearing, Mr. Henderson expressly addressed the scope of the release and stated:

So let me say for the record and without qualification, that any other claim that may exist with respect to children who died or disappeared or with respect to unmarked graves or burial grounds, is not released in this settlement.

[45] In considering these surrounding circumstances, I am satisfied that the release provisions included in the Settlement Agreement do not release, impair, or otherwise restrict any claims that may be brought against Canada relating to unmarked graves or children who died or disappeared while attending Residential Schools.

[46] I accept that the release provisions were carefully crafted and will act as a bar to any claims based upon the same pleadings or the same common issues raised in this class proceeding. However, they will not act as a bar to claims grounded in another cause of action.

B. *Is the Settlement Fair and Reasonable?*

(1) Legal Principles

[47] Rule 334.29(1) of the *Federal Courts Rules*, SOR/98-106 provides that class proceedings may only be settled with the approval of a judge. The applicable test is “whether the settlement is fair and reasonable and in the best interests of the class as a whole” (*Merlo v Canada*, 2017 FC 533 at para 16 [*Merlo*]).

[48] The Court considers whether the settlement is reasonable, not whether it is perfect (*Châteauneuf v Canada*, 2006 FC 286 at para 7; *Merlo* at para 18). Likewise, the Court only has the power to approve or to reject the settlement; it cannot modify or alter the settlement (*Merlo* at para 17; *Manuge v Canada*, 2013 FC 341 at para 5).

[49] The factors to be considered in assessing the overall reasonableness of the proposed settlement are outlined in a number of cases (see *Condon v Canada*, 2018 FC 522 at para 19; *Lin v Airbnb Inc*, 2021 FC 1260 at para 22) and include the following:

- a. Likelihood of recovery or success;
- b. The amount of pre-trial work including discovery, evidence or investigation;
- c. Settlement terms and conditions;
- d. Future expense and likely duration of litigation;
- c. Expressions of support and objections;
- f. Presence of good faith and the absence of collusion;
- g. Communications with class members during litigation; and,
- h. Recommendations and experience of counsel.

[50] As noted in *McLean v Canada*, 2019 FC 1075 [*McLean*] at paragraph 68, in addition to the above considerations, the proposed settlement must be considered as a whole and it is not open to the Court to rewrite the substantive terms of the settlement or assess the interests of individual class members in isolation from the whole class.

[51] I will now turn to a consideration of these factors in relation to the proposed settlement in this case.

(a) *Likelihood of Recovery or Success*

[52] When this class proceeding was filed, the likelihood of the success was uncertain. The exclusion of the Survivor Class and Descendant Class claimants from the Indian Residential

Schools Settlement Agreement [IRSSA] and the *McLean* settlement foretold Canada's position on the viability of these claims. Then, the exclusion of the Band Class members from the settlement agreement reached on the Survivor Class and Descendant Class claims was yet another indication that the claims advanced would be a significant challenge to prove and would have to proceed to trial.

[53] This class proceeding raises novel and complex legal issues. None of the other class proceedings in relation to Residential Schools (IRSSA and *McLean*) addressed the concept of collective harm to the Indian Bands caused by the Residential Schools system.

[54] Class Counsel was in uncharted territory in advancing the claims on behalf of the Band Class members for loss of language and culture in relation to Residential Schools. Not only were there no comparator cases in Canada, but there were also no reported decisions addressing either collective claims or loss of language and culture claims in the Residential School context.

[55] Canada aggressively argued against certification, and after certification advanced a number of defences to the entire claim, including limitation defences. Following the settlement of the Survivor and Descendant Classes, Canada denied any breach of fiduciary duty to the Band Class members not to destroy their language or culture, and denied any breach of cultural or linguistic Aboriginal Rights.

[56] The passage of time and the historic nature of these claims is also a factor for consideration. Historic documentary evidence is difficult to amass. In order to succeed, the Plaintiffs had to demonstrate a uniform intent and pattern of conduct to intentionally extinguish

Indigenous language and culture across Canada over a 77-year period by 23 different federal governments over 139 Residential Schools.

[57] According to Class Counsel, to their knowledge, this was the only action in Canada advancing a collective claim on behalf of Indigenous communities for harms suffered from Residential Schools. Advancing novel claims poses numerous challenges. There was no guarantee of success and the claim for damages presented a monumental challenge. Compounding this difficulty was the inherent challenge of litigating claims for historical wrongs.

[58] The Settlement Agreement provides certainty, recovery, and closure for the Band Class members. These results could not be guaranteed if the litigation were to proceed to trial.

(b) *The Amount of Pre-Trial Work Including Discovery, Evidence or Investigation*

[59] Canada aggressively defended the claim. Prior to certification, Canada brought a number of procedural motions, including a Motion to stay the action pursuant to section 50.1 of the *Federal Courts Act*, RSC 1985, c F-7 and a Motion to bring third-party claims against a number of church entities for contribution and indemnity.

[60] In 2015, the Certification Motion was contested by Canada, requiring a four-day hearing. Every aspect of the claim advanced on behalf of the Band Class members was in issue and fully denied by Canada.

[61] The September 2022 Common Issues Trial was scheduled when settlement negotiations were undertaken. The Court granted the parties a one-week adjournment the day the Trial was

set to begin, September 12, 2022, to pursue settlement discussions. The parties were successful in their negotiations and sought to adjourn the trial *sine die* in the second week of scheduled Trial time.

[62] This case was ready to proceed to Trial when the parties reached what ultimately became the settlement. Documentary disclosure was complete with Canada having disclosed some 120,000 documents. Experts had been retained and reports were filed with the Court. Examinations for discovery in writing and orally had taken place. The parties had filed pre-trial briefs. Tremendous effort and work had been undertaken to prepare these unique claims for Trial.

[63] As the Case Management Judge, I was well aware of the work that had been undertaken to have this claim ready to proceed to Trial. The responses to the written examinations of the Defendant were provided shortly before Trial and left a number of issues unresolved. This necessitated Motions to potentially subpoena the Prime Minister and Minister Marc Miller to testify on public statements.

[64] Canada also filed objections to the expert evidence amassed by the Plaintiffs on the grounds that the evidence was not admissible or was irrelevant. Canada also challenged the qualifications and independence of some of the experts.

[65] As the parties were ready for Trial, Class Counsel was in a fully-informed position to understand the challenges and risks in proceeding ahead with the claims. This allowed Class

Counsel to approach settlement discussions with a clear understanding of the challenges they would face in proving the asserted claims.

(c) *Settlement Terms and Conditions*

[66] An overview of the settlement terms and conditions are outlined above. The Settlement Agreement provides for the creation of a Trust to administer the \$2.8 billion Fund. Each Band Class member will receive a one-time payment of \$200,000. The Trust will disburse Kick-Start funds, equal to the Band's proportionate share, adjusted for population and remoteness. Band Class members will also receive a share of annual investment income from the Fund, adjusted for population and remoteness.

[67] The Fund will operate for 20 years, after which the remaining funds will be disbursed to Band Class members based on proportionate shares.

[68] The Trust will be governed by a board of nine Indigenous directors [Board]. Band Class members will select eight board members and Canada will select one. The Board will have regional representation.

[69] The Settlement Agreement was designed to put control over the remediation of harms into the hands of Indigenous peoples. The top-down approach, where Canada determined the priorities, the funding available, and the approved uses for those funds, led to programs that were short term and ultimately unsuccessful. It was of considerable importance to the Representative Plaintiffs that the Trust be directed by Indigenous people and used to support initiatives chosen by the Class members themselves. Indigenous autonomy over the origin and content of language and culture revitalization programs is essential.

[70] The distribution of funds based on a Band Class member's population and remoteness is a novel and important feature of this Settlement Agreement. In the past, compensation for settlements of historic rights claims by First Nations have typically been calculated using the Nation's population on the date the agreement was signed, but do not account for future increases in population. This has been a significant point of contention for First Nations in negotiating settlements with Canada and continues to affect how settlement funds are subsequently dispersed to the Nation's members. The approach adopted in this Settlement Agreement reflects attempts to learn from past experiences and design a Settlement Agreement that is better tailored to the Band Class members' long-term interests.

[71] This settlement is historic both in terms of the quantum of the settlement and its unique structure. As Canada remarked, the \$2.8 billion settlement is not intended to put a value on the losses suffered by the Band Class members, as that is an impossible task. The \$2.8 billion settlement is intended to help take steps to reverse the losses of language, culture, and heritage through the Indigenous led not-for-profit entity, who will determine how the Fund is to be allocated. In the words of Canada's legal counsel, Mr. Henderson, this is a "no strings attached" settlement.

[72] To be clear, the Court could not have provided this type of relief to the Band Class members even if they had been fully successful on all issues at Trial.

[73] The legal fees payable to Class Counsel, which is the subject of a separate Order of this Court, were negotiated after the proposed Settlement Agreement. The legal fees agreement is

not conditional upon the Settlement Agreement being approved. This “de-linking” of the agreements is important as it ensured that the issue of legal fees did not inform or influence the terms of the Settlement Agreement. As well, legal fees are not payable from the settlement funds. Therefore, there is no risk of depleting the funds available to Class members.

(d) *Future Expense and Likely Duration of Litigation*

[74] The Common Issues Trial in the Band Class claim was scheduled to start in September 2022 and continue for 48 days. Following a decision on the Common Issues Trial, if necessary, the damages portion of the claim would have proceeded. The trial findings would have undoubtedly been appealed, and it is safe to presume, this litigation would have continued for another decade.

[75] Given the decade-long history of this action, as well as the novelty and scope of the claims, the future expense and duration of litigation should the Settlement Agreement not be approved is likely to be substantial and lengthy.

(e) *Expressions of Support and Objections*

[76] In addition to the written expressions of support, the Court heard from numerous Band Class representatives who spoke in support of this settlement. I wish to highlight a few comments.

[77] Grand Chief Dr. Matthew Coon Come, former Grand Chief of the Grand Council of Crees stated:

The settlement is the first time we have had recognition for the damage caused to us, not just as individuals but also as Nations. It recognizes the loss of our languages, our cultures, and our Nations’

ability to function as proud and healthy societies. The settlement will put First Nations in charge of their own healing, their own revival of languages and cultures in accordance with their own priorities. It will provide for a long-term system of funding for these priorities through a trust to be managed by First Nation representatives. This is historic.

[78] Chief Shane Gottfriedson, former Chief of Tk'emlups Te Secwepemc and Representative Plaintiff, acknowledged the people "who had their fingerprints all over this work" and told the Court:

... [E]ven though it says *Gottfriedson and Feschuk v. Canada*, it was never about me and it was never about Garry, it was about our people. It was about our people losing our language, losing our culture when they were taken to -- when they were told they had to go to Indian Residential School day scholars and they were taken from their homes. This is about them.

And this is probably one of the most difficult things in my life I have ever done. Because of the significance and the stories and the belief that our people wanted to be treated fairly, they wanted to be treated respectfully. And we wanted to right the wrongs and make them right.

So today, you know, this is a historic day for us First Nations because it allows us and our government to have decision making over our language, and our culture, and our heritage that was caused by Indian Residential Schools.

...

... [T]his is historic where First Nations have control over their language and culture, where they're going to step back and let us decide on what's best for our people. I believe that that's the right thing to do. I think that's the honorable thing to do.

Because I believe in our language, our culture, our way of life. And it's up to us. It ain't up to Canada to dictate what we should and how we should do it. We can do that there ourselves. We've always believed we could do that. Whether it's language or culture, whether it's education, whether it's health care, whether it's child welfare, whether it's settling our land claims, jurisdiction over our own businesses and our own affairs. It's about time Canada started stepping aside and letting us assume jurisdiction over our own business.

This is a long time coming. I'm glad I'm here today to be a part of hearing those words and I'm very, very honoured to be able to share what comes from my heart and my relations.

[79] Chief Garry Feschuk, former Chief of shíshálh Nation and Representative Plaintiff, spoke about this settlement being the beginning of the healing journey and he acknowledged that Canada is now walking with First Nations. In his words, “a huge layer of cultural genocide is going to unravel once this settlement is done” to make sure it never happens again. He explained that although he suffered significant health issues during this litigation, he “never lost [his] fight”.

[80] As noted by Councillor Joan Manuel-Hooper of Neskonlith Indian Band, the losses are hard to talk about and there is much hard work ahead, but they will do the hard work.

[81] Chief Cody Thomas of Enoch Cree Nation, along with his Council members and youth, spoke passionately about how the cycle needs to be broken and that communities must return to their roots.

[82] Chief Michael Starr of Star Blanket Cree Nation stated they have only one fluent speaker in their community, so preservation of their language will be a priority.

[83] Robert Sam of Penelakut Tribe explained how his community is still viewed as having had the “Alcatraz” of Residential Schools because Kuper Island was in his community. He says this has left a lasting stigma on his community.

[84] Some spoke about the opportunity to create future leaders. Many who spoke in support commented on how the loss of language has caused an intergenerational disconnect and a

disconnect from the land. They say their language and culture are in a state of emergency. They spoke about how the funds provided by this settlement will provide their Nations with tools and resources to work on the Four Pillars and do some healing.

[85] It was acknowledged that the settlement represents hope for the future, hope for generations to come, and will help build future leaders.

[86] Many noted that this settlement represents Canada acknowledging that Residential Schools also caused damage at the First Nation community level. The structure of the settlement is described as giving the Band Class members complete control and jurisdiction over the revitalization of their languages and cultures. Class Counsel stated “[t]he need is for a generational solution,” because of the past generational harm.

[87] The Representative Plaintiffs, who have been involved in the litigation throughout, overwhelmingly support the settlement. Their support of the settlement is compelling. They have shouldered the burden of moving these claims forward.

[88] The only remaining objection was from Chief Ramona Sutherland of Constance Lake First Nation. The objection was in relation to the release language and the concern that future claims in relation to the discovery of unmarked graves of children will be barred by the release. I have addressed that issue above and I am satisfied that the release language was carefully considered and chosen, and goes no further than necessary. I am satisfied that the release language is confined to the matters raised in this class proceeding.

(f) *Presence of Good Faith and Absence of Collusion*

[89] This class action has been ongoing since 2012. The Band Class claim was the final part of the class proceeding that was unresolved.

[90] In 2017, the Representative Plaintiffs proposed the Four Pillars framework to a special representative of the Minister of Aboriginal and Northern Affairs as a path to settlement of the Band Class claims. However, due to the deaths of the several Representative Plaintiffs for the Survivor Class, the Band Class claim was put on hold to focus on resolving the Survivor Class and Descendant Class claims. Settlement of the Survivors Class and Descendant Class was reached in June 2021 and was approved by this Court in September 2021.

[91] Between 2017 and 2022, the parties did not have substantive discussions on resolving the Band Class claims. In September 2022, a Special Representative of the Minister of Crown-Indigenous Relations [MSR] contacted Class Counsel regarding a proposed settlement of the Band Class claim. The MSR advised that Canada had been working internally on resolving the Band Class claim and that the Minister wanted to resolve the claim on the basis of the Four Pillars Trust model.

[92] On September 14, 2022, the MSR delivered a settlement offer to Class Counsel. This ultimately became the Settlement Agreement that was signed in January 2023 and which is essentially the agreement now before this Court for approval.

[93] I am satisfied the parties engaged in good faith negotiations throughout and there is no collusion.

(g) *Communications with Class Members during Litigation*

[94] After certification in 2015, the Band Class proceeded as an opt-in class, meaning Band Class members had to choose to be part of the claim. The opt-in period was ultimately extended until June 30, 2022.

[95] To facilitate notice to potential class members, Class Counsel posted the extended deadline on the dedicated class action websites and sent the information by email to all Indian Bands known to Canada. I am satisfied that Class Counsel took steps to communicate the extended deadlines to opt-in to potential Band Class members across Canada.

[96] With respect to communication during litigation, Class Counsel knew the identity of all members of the Band Class who had opted-in, so direct communication to Class members was undertaken.

[97] Following the public announcement of the proposed settlement on January 21, 2023, Class members were contacted pursuant to a Court approved one-month Notice Plan. Class Counsel sent a copy of the Notice and proposed Settlement Agreement to the political and administrative offices of each Band Class member. The Notice was also sent by mail, email, and where possible, by fax, in both English and French. The dedicated class action website for the Band Class claim was also updated with the settlement Notice.

[98] Class Counsel requested that each Band Class member confirm receipt of the settlement Notice. Class Counsel made follow-up phone calls with any Band Class member who had not confirmed receipt of the settlement Notice.

[99] I am satisfied that robust, clear, and accessible notice of the proposed settlement was provided to Band Class members.

(h) *Recommendations and Experience of Counsel*

[100] The Band Class members were represented by a team of Class Counsel with deep experience in class actions litigation and in Aboriginal law. Class Counsel have firsthand experience with the IRSSA and were specifically sought out to act on this class proceeding. Class Counsel wholly recommend this Settlement Agreement, which, in their opinion, addresses the Representative Plaintiffs' objectives.

VII. Conclusion

[101] Settlements are not often described as "monumental", "historic", and "transformational". Here, however, I agree that those words aptly describe this Settlement Agreement. The flexibility this structure affords to the Band Class members, to set their own priorities to work within the Four Pillars and thereby address needs unique to their Nations, is unprecedented.

[102] When assessing the reasonableness of the proposed settlement, the Court must consider the interests of all 325 Band Class members as against the risks and benefits of having this class action proceed to Trial.

[103] Although the settlement of a class proceeding will never be perfectly suited to the needs of each member within the class, considering the obstacles that were overcome to reach this settlement, I am satisfied that this Settlement Agreement is in the best interests of the Band Class members. For the reasons above, I therefore approve the Settlement Agreement.

[104] With the approval of the Settlement Agreement, the claims of the Band Class members against Canada will be dismissed with prejudice and without costs.

ORDER IN T-1542-12

THIS COURT ORDERS that:

1. The Settlement Agreement dated January 18, 2023, and attached as Schedule A, is fair, reasonable, and in the best interests of the Band Class members, and is hereby approved pursuant to Rule 334.29(1) of the *Federal Courts Rules*, SOR/98-106, and shall be implemented in accordance with its terms;
2. The Settlement Agreement is binding on Canada and all Band Class members, including the releases outlined in paragraph 4 below;
3. The notice of approval of the Settlement Agreement (the "Notice") shall be given to the Band Class members in accordance with the Notice Plan attached as Schedule B to this Order, and the Notice shall be substantially the form of Notice attached as Schedule C to this Order;
4. The Band Class claims set out in the Second Re-Amended Statement of Claim, filed February 11, 2022, are dismissed without costs and with prejudice and the following releases and related Orders are made and shall be interpreted as ensuring the conclusion of all Band Class claims, in accordance with section 27 of the Settlement Agreement as follows:
 - a. Each Band Class member ("Releasor") fully, finally and forever releases His Majesty the King in Right of Canada, its servants, agents, officers and employees, from any and all actions, causes of action, common law, international law, Quebec civil law, and statutory liabilities, contracts, claims, and demands of every nature or kind and in any forum ("Claims") available against Canada that were asserted or could have been asserted in

relation to those asserted in the Second Re-Amended Statement of Claim regarding the purpose, creation, planning, establishment, setting up, initiating, funding, operation, supervision, control and maintenance of Residential Schools, the obligatory attendance of Survivors at Residential Schools, the Residential Schools system, and/or any Residential Schools policy or policies (the "Release") and all such claims set out herein are dismissed on consent of the Parties as if determined on their merits;

- b. For greater clarity, and without limiting the forgoing, the Claims do not relate to, or include any claims regarding, children who died or disappeared while in attendance at Residential School;
- c. For greater clarity and without limiting the foregoing, the Release does not settle, compromise, release or limit in any way whatsoever any claims by the Releasers, in any other action, claim, lawsuit, or complaint regarding a declaration of Aboriginal or Treaty rights, a breach of Aboriginal rights, a breach of Treaty rights, a breach of fiduciary duty, or the constitutionality of any provision of the Indian Act, its predecessors or Regulations, other than claims related to the purpose, creation, planning, establishment, setting up, initiating, funding, operation, supervision, control and maintenance of Residential Schools, the obligatory attendance of Survivors at Residential Schools, the Residential School system, and/or any Residential Schools policy or policies as set out in Section 27.01 of the Settlement Agreement and subparagraph 3 (a) above;

- d. Except as provided herein, this Settlement Agreement does not settle, compromise, release or limit in any way whatsoever any claim by the Releasors against any person other than Canada. For greater clarity, and without limiting the foregoing, the Release cannot be relied upon by any Third Party, including any religious organization that was involved in the creation and operation of Residential Schools;
- e. If any Releasor makes any claim or demand or takes any actions or proceedings, or continues such claims, actions, or proceedings against other person(s) or entities in relation to the allegations, matters or the losses or injuries at issue in the Action, including any claim against Provinces, Territories, other legal entities, or groups, including but not limited to religious or other institutions that were in any way involved with Residential Schools, the Releasor will expressly limit their claims so as to exclude any portion of loss for which Canada may be found at fault or legally responsible for, or that Canada otherwise would have been liable to pay but for this Release;
- f. Canada may rely on this Release as a defence to any lawsuit by the Releasors that purports to seek compensation from Canada for anything released through this Agreement;
- g. Each Releasor is deemed to have agreed, warranted, and represented that it is the holder of the collective rights to whom the duties are owed on behalf of their respective communities as asserted in the Second Re-Amended Statement of Claim;

- h. Canada may rely on this Agreement as a defence in the event that any other individual, group, or entity ("Third Party") pursues any action, claim, or demand for the claims or losses released by this Agreement and asserts that it, and not any Releasor, is the proper holder of the collective or community rights, is the community entity to whom the asserted duties were owed, or holds the authority to advance and release such claims, either because it is a sub-group within the Releasor entity or a larger entity to which the Releasor belongs, or is otherwise related, connected or derived;
 - i. If a court or tribunal determines that a Third Party, and not the Releasor, is the appropriate rights holder or otherwise owed the duties at issue, Canada may seek a set-off of the amounts paid to the Releasor through operation of this agreement; and
5. This Order does not affect the rights of persons who are not Band Class members;
 6. Without in any way affecting the finality of this Order, this Court reserves exclusive and continuing jurisdiction over the action, for the limited purpose of implementing the Settlement Agreement and enforcing the Settlement Agreement and this Approval Order;
 7. The not-for-profit entity incorporated by the Plaintiffs shall act as the sole trustee of the Trust;
 8. The not-for-profit entity shall have as its purposes the Four Pillars as defined by section 21.03 and Schedule F of the Settlement Agreement;

9. Canada shall pay two billion eight hundred million Canadian dollars (\$2,800,000,000) (the "Fund") no later than thirty (30) days after the Implementation Date to settle the Trust;
10. The Fund will be used in furtherance of the Four Pillars as defined by section 21.03 and Schedule F of the Settlement Agreement;
11. The not-for-profit entity, as sole trustee of the Trust, shall receive, hold, invest, manage and disburse the Trust for the benefit of the Band Class members in accordance with the Settlement Agreement, the terms of the Trust as set out in a written trust agreement signed by the not-for-profit entity to indicate its acceptance of the Trust and the duties and obligations of the trustee, and in accordance with the Investment Policy and Disbursement Policy attached as Schedules D and E to the Settlement Agreement;
12. Canada shall make best efforts to exempt any income earned by the Trust from federal taxation, and Canada shall have regard to the measures that it took in similar circumstances for the class action settlements addressed in paragraph 81(1)(g.3) of the *Income Tax Act*, RSC, 1985, c 1 (5th Supp.);
13. Neither the Fund nor income earned on the Fund can be used:
 - (a) to fund individuals;
 - (b) to fund commercial ventures;
 - (c) as collateral or to secure loans; or
 - (d) as a guarantee.
14. No monies paid out from the Trust to a Band Class member may be subject to redirection, execution, or seizure by third parties, including third party managers;

15. Class Counsel shall report to the Court on the implementation of the Settlement Agreement six (6) months after the Implementation Date subject to the Court requiring earlier or additional reports, and subject to Class Counsel's overriding obligation to report as soon as reasonable on any matter which has materially impacted the implementation of the terms of the Settlement Agreement; and
16. There will be no costs on this Motion.

"Ann Marie McDonald"
Judge

Schedule A– Settlement Agreement

Schedule "A"

0009

Court File No. T-1542-12

FEDERAL COURT

CLASS PROCEEDING

BETWEEN:

CHIEF SHANE GOTTFRIEDSON, on behalf of the TK'EMLUPS TE SECWEPENC
INDIAN BAND and the TK'EMLUPS TE SECWEPENC INDIAN BAND, and CHIEF
GARRY FESCHUK, on behalf of the SECHLT INDIAN BAND and the SECHLT
INDIAN BAND

PLAINTIFFS

and

HIS MAJESTY THE KING IN RIGHT OF CANADA as represented by THE
ATTORNEY GENERAL OF CANADA

DEFENDANT

BAND CLASS SETTLEMENT AGREEMENT

WHEREAS:

- A. Canada and certain religious organizations operated Indian Residential Schools in which Indigenous children, their families, and communities suffered harms.
- B. Two primary objectives of the Indian Residential Schools system were to remove and isolate Indigenous children from the influence of their homes, families, traditions and cultures, and to assimilate them into the dominant culture.
- C. The consequences of the Indian Residential Schools system were profoundly negative, and this system has had a lasting and damaging impact on Indigenous survivors, their families, and communities.
- D. On May 8, 2006, Canada entered into the Indian Residential Schools Settlement Agreement, which provided for compensation and other benefits to individuals in relation to their attendance at Indian Residential Schools.
- E. On August 15, 2012, the Plaintiffs filed a putative class action in the Federal Court bearing Court File No. T-1542-12, *Gottfriedson et al. v. His Majesty the King in Right of Canada*. The

Plaintiffs filed an Amended Statement of Claim on June 11, 2013, and a First Re-Amended Statement of Claim on June 26, 2015.

F. The Action was certified as a class proceeding by order of the Federal Court dated June 18, 2015 on behalf of three defined subclasses: the Survivor Class, the Descendant Class, and the Band Class.

G. On June 4, 2021, the parties entered into the Day Scholars Survivor and Descendant Class Settlement Agreement, which provided compensation and other benefits to the Survivor Class and Descendant Class relating to the attendance of Day Scholars at Indian Residential Schools.

H. On September 24, 2021, pursuant to the terms of the Day Scholars Survivor and Descendant Class Settlement Approval Order, the Federal Court approved the Day Scholars Survivor and Descendant Class Settlement Agreement.

I. Under the terms of the Day Scholars Survivor and Descendant Class Settlement Approval Order, the claims of the Band Class continued notwithstanding the settlement of the claims of the Survivor Class and Descendant Class.

J. At the request of the Parties, the Federal Court amended the June 18, 2015 Certification Order on September 24, 2021 and again on February 8, 2022.

K. On February 11, 2022, the Representative Plaintiffs filed a Second Re-Amended Statement of Claim, which set out the continued claims of the Band Class.

L. The Band Class consists of 325 Bands that either are named as Representative Plaintiffs or have opted into the Action.

M. The Parties intend there to be a fair and comprehensive settlement of the claims of the Band Class that aligns with Canada's desire to ensure funding to support healing, wellness, education, heritage, language, and commemoration activities and which promotes the Four Pillars developed by the Representative Plaintiffs:

- a. Revival and protection of Indigenous languages;
- b. Revival and protection of Indigenous cultures;
- c. Protection and promotion of heritage; and
- d. Wellness for Indigenous communities and their members

N. Subject to the Settlement Approval Order, the claims of the Band Class shall be settled on the terms contained in this Agreement.

NOW THEREFORE in consideration of the mutual agreements, covenants, and undertakings set out herein, the Parties agree as follows:

INTERPRETATION & EFFECTIVE DATE

1. Definitions

1.01 In this Agreement, the following definitions apply:

"Aboriginal" or **"Aboriginal Person"** means a person whose rights are recognized and affirmed by the *Constitution Act, 1982*, s. 35;

"Action" means the certified class proceeding bearing Court File No. T-1542-12, *Gottfriedson et al. v. His Majesty the King in Right of Canada*;

"Agreement" means this settlement agreement, including the Schedules attached hereto;

"Approval Date" means the date the Court issues its **Settlement Approval Order**;

"Band" or **"Indian Band"** means any entity that:

- a. Is either a "band" as defined in s. 2(1) of the *Indian Act* or a band, First Nation, Nation or other Indigenous group that is party to a self-government agreement or treaty implemented by an Act of Parliament recognizing or establishing it as a legal entity; and
- b. Asserts that it holds rights recognized and affirmed by section 35 of the *Constitution Act, 1982*.

"Band Class" means any Indian Band that has opted in to this **Action** and is listed on Schedule C, which is the list of **Band Class Members** attached to the Order dated September 6, 2022;

"Band Class Member" means a member of the **Band Class** and **"Band Class Members"** means all of them, collectively;

"Business Day" means a day other than a Saturday or a Sunday or a day observed as a holiday under the laws of the province or territory in which the person who needs to take action pursuant

to this **Agreement** is situated or a holiday under the federal laws of Canada applicable in the said province or territory;

"**Canada**" means His Majesty the King in Right of Canada, the Attorney General of Canada, and their legal representatives, employees, agents, servants, predecessors, successors, executors, administrators, heirs, and assigns;

"**Certification Order**" means the Order certifying this **Action** under the *Federal Courts Rules* dated June 18, 2015, as amended by order of the **Court** dated September 24, 2021, and further amended by order of the **Court** dated February 8, 2022, attached as **Schedule B**;

"**Class Counsel**" means Waddell Phillips Professional Corporation, Peter R. Grant Law Corporation, and Diane Soroka Avocate Inc.;

"**Class Period**" means the period from and including January 1, 1920, and ending on December 31, 1997;

"**Court**" means the **Federal Court** unless the context otherwise requires;

"**Day Scholars Settlement Approval Order**" means the Order of the **Court** dated September 24, 2021 approving the **Day Scholars Survivor and Descendant Class Settlement Agreement**;

"**Day Scholars Survivor and Descendant Class Settlement Agreement**" means the agreement executed on June 4, 2021 between the Parties and approved by the **Court** resulting in a full and final settlement of the claims of the **Survivor Class** and the **Descendant Class** in this **Action**;

"**Disbursement Policy**" means the Policy for the distribution of the income from the **Fund** and the **Fund** to the members of the **Band Class**, attached as **Schedule E**;

"**Fee Agreement**" means the Parties' standalone legal agreement regarding any legal fees, costs, honoraria, and disbursements;

"**Four Pillars**" means the four core principles attached as **Schedule F** animating this **Agreement** and the management of the **Fund**, namely:

- a. revival and protection of Indigenous languages;
- b. revival and protection of Indigenous cultures;
- c. promotion and protection of heritage; and

d. wellness for Indigenous communities and their members.

"**Fund**" means the two billion eight hundred million dollars (\$2,800,000,000.00) to be paid by Canada into the **Trust** as referred to in Section 24;

"**Investment Policy**" is the Policy for the Investment of the Fund to the **Band Class Members**, attached as Schedule D;

"**Implementation Date**" means the latest of:

- a. the day following the last day on which an appeal or motion for leave to appeal the **Approval Order** may be brought; and
- b. the date of the final determination of any appeal brought in relation to the **Approval Order**;

"**Indigenous**" includes Aboriginal peoples under s. 35 of the *Constitution Act, 1982*;

"**Opt In**" means any **Band** that has been added to the claim and is listed on Schedule "A" of the Order of the **Court** dated September 6, 2022;

"**Parties**" means the signatories to this **Agreement**;

"**Released Claims**" means those causes of action, liabilities, demands, and claims released pursuant to the **Settlement Approval Order**, as set out in Section 27 herein;

"**Releasor**" means each **Band Class Member** that is bound by this **Agreement** following the **Settlement Approval Order**;

"**Representative Plaintiffs**" means Tk'emlúps te Secwépemc Indian Band and Sechelt Indian Band as represented by Shane Gottfriedson and Garry Feschuk respectively;

"**Residential Schools**" means the institutions identified in the list of Indian Residential Schools attached as Schedule "A" to the **Certification Order** and later amended as Schedule "B" of the Order dated September 6, 2022;

"**shishèh Netion**" means Sechelt Indian Band;

"**Survivor**" means any Indigenous person who attended as a student or for educational purposes for any period at a **Residential School**, during the **Class Period**; and

"**Trust**" means the entity established pursuant to Section 22.01 to receive, hold, invest, manage,

and disburse the Fund for the benefit of the Band Class Members in accordance with this Agreement.

2. No Admission of Liability or Fact

2.01 This Agreement shall not be construed as an admission by Canada, nor a finding by the Court, of any fact within, or liability by Canada for any of the claims asserted in the Plaintiffs' claims and/or pleadings in the Action as they are currently worded in the Second Re-Amended Statement of Claim.

3. Headings

3.01 The division of this Agreement into paragraphs, the use of headings, and the appending of Schedules are for convenience of reference only and do not affect the construction or interpretation of this Agreement.

4. Extended Meanings

4.01 In this Agreement, words importing the singular number include the plural and vice versa, words importing any gender include all genders, and words importing persons include individuals, partnerships, associations, trusts, unincorporated organizations, corporations, and governmental authorities. The term "including" means "including without limiting the generality of the foregoing".

5. No *contra proferentem*

5.01 The Parties acknowledge that they have reviewed and participated in settling the terms of this Agreement, and they agree that any rule of construction to the effect that any ambiguity is to be resolved against the drafting Parties is not applicable in interpreting this Agreement.

6. Statutory References

6.01 In this Agreement, unless something in the subject matter or context is inconsistent therewith or unless otherwise herein provided, a reference to any statute is to that statute as enacted on the date thereof or as the same may from time to time have been amended, re-enacted, or replaced, and includes any regulations made thereunder.

7. Day for Any Action

7.01 Where the time on or by which any action required to be taken hereunder expires or falls on a day that is not a Business Day, such action may be done on the next succeeding day that is a Business Day.

8. Final Order

8.01 For the purpose of this Agreement, a judgment or order becomes final when the time for appealing or seeking leave to appeal the judgment or order has expired without an appeal being taken or leave being sought or, in the event that an appeal is taken or leave to appeal is sought, when such appeal or leave to appeal and such further appeals as may be taken have been disposed of and the time for further appeal, if any, has expired.

9. Currency

9.01 All references to currency herein are to lawful money of Canada.

10. Compensation Inclusive

10.01 The amounts payable under this Agreement are inclusive of any pre-judgment or post-judgment interest or other amounts that may be claimed by Band Class Members against Canada arising out of the Released Claims.

11. Schedules

11.01 The following Schedules to this Agreement are incorporated into and form part of this Agreement:

Schedule A: Second Re-Amended Statement of Claim, filed February 11, 2022

Schedule B: Certification Order, June 18, 2015

Schedule B.1 September 24, 2021 Order (order only) + Schedule G of the Settlement Agreement

Schedule B.2 February 8, 2022 Order (order only)

Schedule C: List of Opted-In Band Class Members

Schedule D: Investment Policy

Schedule E: Disbursement Policy and Disbursement Formula

Schedule F: The Four Pillars

12. Entire Agreement

12.01 This Agreement constitutes the entire agreement among the Parties with respect to the Band Class claims asserted in the Action and cancels and supersedes any prior or other understandings and agreements between or among the Parties with respect thereto. There are no representations, warranties, terms, conditions, undertakings, covenants or collateral agreements, express, implied, or statutory between or among the Parties with respect to the subject matter hereof other than as expressly set forth or referred to in this Agreement.

13. No Effect on Treaties or Existing Agreements

13.01 Nothing in this Agreement shall affect, cancel, or supersede any treaty between Canada and any one or more Band Class Members, or any existing agreement between Canada and any one or more Band Class Members.

14. No Derogation from Constitutional Rights

14.01 This Agreement is to be construed as upholding the rights of Indigenous peoples recognized and affirmed by section 35 of the *Constitution Act, 1982*, and not as abrogating or derogating from them.

15. Benefit of the Agreement

15.01 This Agreement will enure to the benefit of and be binding upon the Parties, the Band Class Members, and their respective successors.

16. Applicable Law

16.01 This Agreement will be governed by and construed in accordance with the laws of the province or territory where the Band Class Member is located and the laws of Canada applicable therein and where there is a conflict, the laws of Canada shall take precedence.

17. Counterparts

17.01 This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same Agreement.

18. Official Languages

18.01 A French translation of this Agreement will be prepared as soon as practicable after the execution of this Agreement. Canada will pay for the costs of translation. The French version shall be of equal weight and force at law.

19. Date When Binding and Effective

19.01 This Agreement will become binding and effective on the Implementation Date on the Parties and all Band Class Members. The Settlement Approval Order of the Court constitutes deemed approval of this Agreement by all of the Band Class Members.

20. Effective in Entirety

20.01 None of the provisions of this Agreement will become effective unless and until the Court approves this Agreement.

NOT-FOR-PROFIT ENTITY

21. Establishing the Not-For-Profit Entity

21.01 After the signing of this Agreement, but before the Implementation Date, the Plaintiffs will cause to be incorporated a not-for-profit entity under the *Canada Not-for-profit Corporations Act*, SC 2009, c. 23, or analogous federal legislation or legislation in any of the provinces or territories (the legislation pursuant to which the not-for-profit entity is incorporated, including any amendments thereto or replacements thereof, is herein referred to as the "Governing Corporate Statute") to act as trustee of the Trust.

21.02 The not-for-profit entity will be independent of the Government of Canada.

21.03 The not-for-profit entity will have as its purposes the Four Pillars, which are described in more detail in Schedule F:

- a. Revival and protection of Indigenous languages of the Band Class Members;

- b. Revival and protection of Indigenous cultures of the Band Class Members;
 - c. Wellness for Indigenous communities and their members; and
 - d. Protection and promotion of the heritage of the Band Class Members.
- 21.04 The not-for-profit entity will have three (3) first directors, to be appointed one each by Tk'emlúps te Secwépemc, shishálh Nation, and the Grend Council of the Crees (Eeyou Istchee) and whose names shall be included on the documentation filed with the government ministry or department with jurisdiction for the issuance of the articles of incorporation for the not-for-profit entity under the Governing Corporate Statute.
- 21.05 The first directors shall form an Interim board that will govern the not-for-profit entity for a term of no more than one year after the Implementation Date, or until the permanent board is constituted, whichever occurs first.
- 21.06 The not-for-profit entity shall have a permanent board consisting of nine (9) directors, all of whom must be Indigenous, and cannot be elected officials of any Band Class Members, and who will be elected by the members of the not-for-profit entity in accordance with its by-laws, articles of incorporation and the Governing Corporate Statute. In addition to the qualifications in the immediately preceding sentence (*i.e.*, must be Indigenous and cannot be an elected official of any Band Class Member), the permanent board shall be comprised of the following directors having the following qualifications:
- a. Three directors, one of whom shall be elected from only a candidate or candidates whose nomination for election or appointment to the board is approved in advance by Tk'emlúps te Secwépemc, one of whom shall be elected from only a candidate or candidates whose nomination for election or appointment to the board is approved in advance by shishálh Nation, and one of whom shall be elected from only a candidate or candidates whose nomination for election or appointment to the board is approved in advance by the Grend Council of the Crees;
 - b. Five regional directors, whose election or appointment to the office of director of the not-for-profit entity (collectively, the "Regional Directors" and each a "Regional Director") shall be in accordance with the following:
 - i. One Regional Director for British Columbia and Yukon who shall be elected or appointed from among only a candidate or candidates each of whom is a member

of a Band Class Member of British Columbia or Yukon;

- ii One Regional Director for Alberta and Northwest Territories, who shall be elected or appointed from among only a candidate or candidates each of whom is a member of a Band Class Member of Alberta or Northwest Territories;
 - iii One Regional Director for Saskatchewan, who shall be elected or appointed from among only a candidate or candidates each of whom is a member of a Band Class Member of Saskatchewan;
 - iv One Regional Director for Manitoba, who shall be elected or appointed from among only a candidate or candidates each of whom is a member of a Band Class Member of Manitoba; and
 - v One Regional Director for Quebec, Ontario, and the Atlantic Provinces, who shall be elected or appointed from among only a candidate or candidates each of whom is a member of a Band Class Member of Quebec, Ontario, or one of the Atlantic Provinces; and
- c. One director who shall be elected or appointed from among only a candidate or candidates each of whom is approved in advance by Canada (herein referred to as the "Canada Director") and shall be approved by the committee under Section 21.08
- 21.07 The Canada Director shall not hold the office of chair of the board of directors of the not-for-profit entity or the office of vice-chair of the board of directors of the not-for-profit entity, and shall not sit as chair in any meeting of the not-for-profit entity.
- 21.08 The first election of Regional Directors shall be from among only candidates selected by a committee of the board of directors of the not-for-profit entity, and the membership of this committee shall consist of one representative from each of Tk'emlúps te Secwépemc, shishálh Nation, and the Grand Council of the Crees. The board of directors of the not-for-profit entity shall constitute such committee and appoint its members, one each upon the recommendation of, respectively, Tk'emlúps te Secwépemc, shishálh Nation, and the Grand Council of the Crees. For certainty, it is understood and agreed that despite any vacancy on the committee, the members of the committee may exercise all the powers of the committee if a majority of the members remain on the committee.
- 21.09 Subsequent elections of Regional Directors shall be from among only candidates selected

by a committee of the board of directors of the not-for-profit entity, and the membership of this committee shall consist of one representative each of Tk'emlúps te Secwépemc, shishálh Nation, the Grand Council of the Crees, the BC-Yukon region, the Alberta-Northwest Territories region, the Saskatchewan region, the Manitoba region, and the Quebec, Ontario, and Atlantic Provinces region. The board of directors of the not-for-profit entity shall constitute such committee and appoint its members, one each upon the recommendation of, respectively, Tk'emlúps te Secwépemc, shishálh Nation, the Grand Council of the Crees, the BC-Yukon region, the Alberta-Northwest Territories region, the Saskatchewan region, the Manitoba region, and the Quebec, Ontario, and Atlantic Provinces region. For certainty, it is understood and agreed that despite any vacancy on the committee, the members of the committee may exercise all the powers of the committee if a majority of the members remain on the committee.

22. Operation of the Not-For-Profit Entity

- 22.01 The not-for-profit entity will establish a Trust and as trustee under the Trust, the not-for-profit entity will receive, hold, invest, manage, and disburse the Fund for the benefit of the Band Class Members in accordance with this Agreement, the terms of the Trust as set out in a written trust agreement signed by the not-for-profit entity to indicate its acceptance of the Trust and the duties and obligations of trustee, and in accordance with the Investment Policy and Disbursement Policy attached as Schedules D and E.
- 22.02 The not-for-profit entity shall be the sole trustee of the Trust.
- 22.03 The duties and responsibilities of the directors of the not-for-profit entity will be:
- a. to establish the Trust;
 - b. to invest the Fund having regard to the Investment Policy;
 - c. to disburse the Fund to Band Class Members in accordance with the Disbursement Policy;
 - d. to engage the services of professionals to assist in fulfilling the directors' duties;
 - e. to hire an Executive Director to assist the Board of Directors in their duties, including the implementation of the Investment Policy as soon as practicable after the appointment of the first Directors;

- f. to exercise the care, diligence, and skill that a reasonably prudent person would exercise in comparable circumstances;
 - g. to keep such books, records, and accounts as are necessary or appropriate to document the assets held by the not-for-profit entity; and
 - h. to do such other acts and things as are incidental to the foregoing, and to exercise all powers that are necessary or useful to carry on the activities of the not-for-profit entity, the duties and obligations of the not-for-profit entity as trustee under the Trust, and to carry out the provisions of this Agreement.
- 22.04 The operational expenses of the not-for-profit entity, including reasonable disbursements incurred for the administration, management and investment of the Trust, will be funded from investment income. If there is no investment income for a year, all operational expenses, together with all reasonable disbursements incurred for the administration, management and investment of the Trust, will be paid out of capital. This payment out of capital will be reimbursed as soon as there is investment income available. The not-for-profit entity will be entitled to be paid its reasonable operational expenses for the 10-year period following the 20th anniversary of the establishment of the Trust, which it may set up as a reserve and set-off against and holdback from the final disbursement from the Fund to the Band Class Members in accordance with the Agreement.
- 22.05 No person may bring any action or take any proceeding against the not-for-profit entity, including its directors, officers, members, employees, agents, partners, associates, representatives, successors, or assigns of the not-for-profit entity, for any matter in any way relating to the Agreement, the administration of the Agreement, or the implementation of the Agreement, except with leave of this Court on notice to all affected parties.

23. Interim Board

- 23.01 The mandate of the interim board appointed in accordance with Section 21.04 shall be limited to the following:
- a. Hiring an interim executive director;
 - b. Retaining financial and legal advisors;
 - c. Establishing the Trust pursuant to Section 22.01

- d. Opening a bank account and taking other necessary steps to facilitate the receipt of the Fund Into the Trust;
- e. Investing the Fund in accordance with the Investment Policy;
- f. Disbursing Planning Funds to each Band, pursuant to the Disbursement Policy; and
- g. Approving directors to fill the regional positions.

THE FUND

24. The Fund

- 24.01 Canada agrees to provide the lump sum amount of two billion eight hundred million dollars (\$2,800,000,000.00) to establish the Fund.
- 24.02 Canada shall forthwith, and no later then 30 days after the Implementation Date, settle the Fund upon the Trust established pursuant to Section 22.01.
- 24.03 The Fund will be used in furtherance of the Four Pillars, and will be invested and disbursed to the Band Class Members in accordance with the Investment Policy and Disbursement Policy.
- 24.04 Canada expressly agrees that the payment to establish the Fund is in addition to and not a replacement for any present or future funding or programming available to First Nations or other Indigenous groups (whether members of the Band Class or not), and that Band Class Members will not be denied, or receive reduced, funding or programming as a result of having received payments through the Fund.
- 24.05 Canada shall make best efforts to exempt any income earned by the Trust from federal taxation, and Canada shall have regard to the measures that it took in similar circumstances for the class action settlements addressed in paragraph 81(1)(g.3) of the *Income Tax Act*.
- 24.06 Neither the Fund nor the income earned from the Fund can be used:
 - a. to fund individuals;
 - b. to fund commercial ventures;
 - c. as collateral or to secure loans; or

d. as a guarantee.

24.07 The Parties agree that no monies paid out from the Fund to a Bend Class Member are subject to redirection, execution, or seizure by third parties and shall seek a term to this effect in the Settlement Approval Order.

IMPLEMENTATION OF THIS AGREEMENT

25. Notice Plans

25.01 The Parties agree that the Plaintiffs will seek an Order from the Court, on consent, approving a Settlement Agreement Notice Plan, whereby Band Class Members will be provided with notice of the Agreement, its terms, how to obtain more information, and how to share their feedback in advance of, and during, the settlement approval hearing.

25.02 The Parties further agree that the Plaintiffs will seek an Order from the Court, on consent and as part of the application for Court approval of this Agreement, approving a Settlement Approval Notice Plan, which will provide Bend Class Members with notice of the Approval Order, information regarding the operation of the not-for-profit entity, and how Band Class Members receive funding from the Fund.

26. Settlement Approval Order

26.01 The Parties agree that a Settlement Approval Order concerning this Agreement will be sought from the Court in a form to be agreed upon by the Parties and shall include the following provisions:

- a. incorporating by reference this Agreement in its entirety including all Schedules;
- b. ordering and declaring that the Order is binding on all Band Class Members; and
- c. ordering and declaring that the Band Class claims set out in the Second Re-Amended Statement of Claim, filed February 11, 2022, are dismissed, and giving effect to the releases and related clauses set out in Section 27 herein to ensure the conclusion of all Band Class claims.

27. Conclusion of Band Class Claims

27.01 Each Bend Class Member ("Releasor") fully, finally and forever releases His Majesty the King in Right of Canada, its servants, agents, officers and employees, from any and all

actions, causes of action, common law, international law, Quebec civil law, and statutory liabilities, contracts, claims, and demands of every nature or kind and in any forum ("Claims") available against Canada that were asserted or could have been asserted in relation to those asserted in the Second Re-Amended Statement of Claim regarding the purpose, creation, planning, establishment, setting up, initiating, funding, operation, supervision, control and maintenance of Residential Schools, the obligatory attendance of Survivors at Residential Schools, the Residential Schools system, and/or any Residential Schools policy or policies (the "Release") and all such claims set out herein are dismissed on consent of the Parties as if determined on their merits.

- 27.02 For greater clarity, and without limiting the foregoing, the Claims do not relate to, or include any claims regarding, children who died or disappeared while in attendance at Residential School.
- 27.03 For greater clarity and without limiting the foregoing, the Release does not settle, compromise, release or limit in any way whatsoever any claims by the Releasers, in any other action, claim, lawsuit, or complaint regarding a declaration of Aboriginal or Treaty rights, a breach of Aboriginal rights, a breach of Treaty rights, a breach of fiduciary duty, or the constitutionality of any provision of the *Indian Act*, its predecessors or Regulations, other than claims related to the purpose, creation, planning, establishment, setting up, initiating, funding, operation, supervision, control and maintenance of Residential Schools, the obligatory attendance of Survivors at Residential Schools, the Residential School system, and/or any Residential Schools policy or policies as set out in Section 27.01.
- 27.04 Except as provided herein, this Settlement Agreement does not settle, compromise, release or limit in any way whatsoever any claim by the Releasers against any person other than Canada. For greater clarity, and without limiting the foregoing, the Release cannot be relied upon by any Third Party, including any religious organization that was involved in the creation and operation of Residential Schools.
- 27.05 If any Releaser makes any claim or demand or takes any actions or proceedings, or continues such claims, actions, or proceedings against other person(s) or entities in relation to the allegations, matters or the losses or injuries at issue in the Action, including any claim against Provinces, Territories, other legal entities, or groups, including but not limited to religious or other institutions that were in any way involved with Residential Schools, the Releaser will expressly limit their claims so as to exclude any portion of loss for which

Canada may be found at fault or legally responsible for, or that Canada otherwise would have been liable to pay but for this Release.

27.06 Canada may rely on this Release as a defence to any lawsuit by the Releasors that purports to seek compensation from Canada for anything released through this Agreement.

27.07 Each Releasor is deemed to have agreed, warranted, and represented that it is the holder of the collective rights to whom the duties are owed on behalf of their respective communities as asserted in the Second Re-Amended Statement of Claim.

27.08 Canada may rely on this Agreement as a defence in the event that any other individual, group, or entity ("Third Party") pursues any action, claim, or demand for the claims or losses released by this Agreement and asserts that it, and not any Releasor, is the proper holder of the collective or community rights, is the community entity to whom the asserted duties were owed, or holds the authority to advance and release such claims, either because it is a sub-group within the Releasor entity or a larger entity to which the Releasor belongs, or is otherwise related, connected or derived.

27.09 If a court or tribunal determines that a Third Party, and not the Releasor, is the appropriate rights holder or otherwise owed the duties at issue, Canada may seek a set-off of the amounts paid to the Releasor through operation of this agreement.

27.10 The release provisions contained herein, revised as required for formatting only, will be included as terms of the Court Order approving the Settlement Agreement.

28. Deemed Consideration by Canada

28.01 Canada's obligations and liabilities under this Agreement constitute the consideration for the releases and other matters referred to in this Agreement and such consideration is in full and final settlement and satisfaction of any and all claims referred to therein and the Releasors are limited to the benefits provided and compensation payable pursuant to this Agreement, in whole or in part, as their only recourse on account of any and all such actions, causes of actions, liabilities, claims, and demands.

LEGAL FEES AND DISBURSEMENTS

29. Class Counsel Fees and Disbursements

- 29.01 Any legal fees and disbursements of Class Counsel and proposed honoraria are the subject of the Fee Agreement, which is subject to review and approval by the Court.
- 29.02 Disbursements shall include costs associated with establishing the not-for-profit entity or Trust prior to the Implementation Date such that the not-for-profit entity or Trust is in a position to receive and invest the Fund.
- 29.03 Court approval of the Fee Agreement is separate and distinct from Court approval of this Agreement. In the event that the Court does not approve the Fee Agreement, in whole or in part, it will have no effect on the approval or implementation of this Agreement.

TERMINATION AND OTHER CONDITIONS

30. Termination of Agreement

- 30.01 This Agreement will continue in full force and effect until all obligations under this Agreement are fulfilled and the Court orders that the Agreement is completed.
- 30.02 This Agreement will be rendered null and void and no longer binding on the Parties in the event that the Court does not grant its approval at the settlement approval hearing.

31. Amendments

- 31.01 Except as expressly provided in this Agreement, no amendment may be made to this Agreement, including the Schedules, unless agreed to by the Parties in writing and approved by the Court.

CONFIDENTIALITY

32. Confidentiality of Negotiations

- 32.01 Save as may otherwise be agreed between the Parties, the undertaking of confidentiality as to the discussions and all communications, whether written or oral, made in and surrounding the negotiations leading to the exchanges of letters of offer and acceptance, continues in force.

CO-OPERATION

33. Co-operation

33.01 Upon execution of this Agreement, the Parties will co-operate and make best efforts to obtain Court approval of this Agreement and make reasonable efforts to obtain the support and participation of the Band Class Members in all aspects of this Agreement. If this Agreement is not approved by the Court, the Parties shall negotiate in good faith to cure any defects identified by the Court.

34. Public Announcements

34.01 Shortly after all parties have signed this Agreement, the Parties shall release a joint public statement announcing the settlement in a form to be agreed by the Parties, and at a mutually agreed time, will make public announcements in support of this Agreement. The Parties will continue to speak publicly in favour of the Agreement as reasonably requested by any Party.

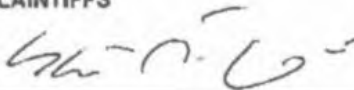
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IN WITNESS WHEREOF the Parties have executed this Agreement as of this 18th day of January, 2023.

FOR THE REPRESENTATIVE PLAINTIFFS



Tk'emlúps te Secwépemc, per
Shane Gottfriedson
Former Chief



Tk'emlúps te Secwépemc, per
Kúkpi7-Rosanne-Gasimif Acting Kúkpi7 (Chief). Joshua Gottfriedson

shishalh Nation, per
Garry Feschuk
Former Chief

shishalh Nation, per
hlwus

FOR THE DEFENDANT HIS MAJESTY THE KING
IN RIGHT OF CANADA

Darlene Bess
Chief, Finances, Results and Delivery Officer
Crown-Indigenous Relations and Northern
Affairs Canada

20

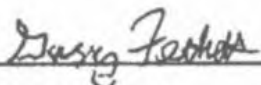
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IN WITNESS WHEREOF the Parties have executed this Agreement as of this 18th day of January, 2023

FOR THE REPRESENTATIVE PLAINTIFFS

Tk'emlúps te Secwépemc, per
Shane Gottfriedson
Former Chief

Tk'emlúps te Secwépemc, per
Kukpi7 Rosanne Casimir


shlshelh Nation, per
Garry Feschuk
Former Chief


shlshelh Nation, per
hiwus

FOR THE DEFENDANT HIS MAJESTY THE KING
IN RIGHT OF CANADA

Darlene Bess
Chief, Finances, Results and Delivery Officer
Crown-Indigenous Relations and Northern
Affairs Canada

20

0030

IN WITNESS WHEREOF the Parties have executed this Agreement as of this 18th day of January, 2023.

FOR THE REPRESENTATIVE PLAINTIFFS

Tk'emlúps te Secwépemc, per
Shane Gottfriedson
Former Chief

Tk'emlúps te Secwépemc, per
Kukpi7 Rosanne Casimir

shíshalh Nation, per
Garry Feschuk
Former Chief

shíshalh Nation, per
hiwus

**FOR THE DEFENDANT HIS MAJESTY THE KING
IN RIGHT OF CANADA**

Bess, Darlene Digitally signed by Bess, Darlene
Date: 2023.01.18 18:37:41 -05'00'

Darlene Bess
Chief, Finances, Results and Delivery Officer
Crown-Indigenous Relations and Northern
Affairs Canada

0031

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FOR CLASS COUNSEL



Waddell Phillips Professional Corporation, per
John K. Phillips, K.C.

Peter R. Grant Law Corporation, per
Peter R. Grant

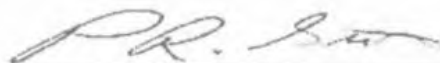
Diane Soroka Avocate Inc., per
Diane H. Soroka

0032

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FOR CLASS COUNSEL

Waddell Phillips Professional Corporation, per
John K. Phillips, K.C.



Peter R. Grant Law Corporation, per
Peter R. Grant



Diane Soroka Avocate Inc., per
Diane H. Soroka

Schedule A – Second Re-Amended Statement of Claim, filed February 11, 2022

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0034



SCHEDULE A

CLASS PROCEEDING

FORM 171A - Rule 171

FEDERAL COURT

Court File No. T-1542-12	
Document	ID 795
COUR FÉDÉRALE	
11-FEB-2022	
Natasha Brant	
Ottawa Off	doc 323

BETWEEN:

CHIEF SHANE GOTTFRIEDSON, on behalf of the TK'EMLUPS TE SECWÉPEMC INDIAN BAND and the TK'EMLUPS TE SECWÉPEMC INDIAN BAND, and

CHIEF GARRY FESCHUK, on behalf of the SECHELT INDIAN BAND and the SECHELT INDIAN BAND

PLAINTIFFS

and

HER MAJESTY THE QUEEN IN RIGHT OF CANADA as represented by
THE ATTORNEY GENERAL OF CANADA

DEFENDANT

SECOND RE-AMENDED STATEMENT OF CLAIM

TO THE DEFENDANT

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the Plaintiffs. The claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or a solicitor acting for you are required to prepare a statement of defence in Form 171B prescribed by the Federal Courts Rules, serve it on the plaintiffs' solicitor or, where the plaintiffs do not have a solicitor, serve it on the plaintiffs, and file it, with proof of service, at a local office of this Court. WITHIN 30 DAYS after this statement of claim is served on you, if you are served within Canada.

If you are served in the United States of America, the period for serving and filing your statement of defence is forty days. If you are served outside Canada and the United States of America, the period for serving and filing your statement of defence is sixty days.

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Copies of the Federal Court Rules information concerning the local offices of the Court and other necessary information may be obtained on request to the Administrator of this Court at Ottawa (telephone 613-992-4238) or at any local office.

IF YOU FAIL TO DEFEND THIS PROCEEDING, judgment may be given against you in your absence and without further notice to you.

(Date)

Issued by: _____
(Registry Officer)

Address of local office: 90 Sparks Street Ottawa, ON K1A 0H9

TO:

Her Majesty the Queen in Right of Canada,
Minister of Indian Affairs and Northern Development, and
Attorney General of Canada
Department of Justice
900 - 840 Howe Street
Vancouver, B.C. V6Z 2S9

RELIEF SOUGHT

1. The Representative Plaintiffs, on behalf of Tk'emlúps te Secwépemc Indian Band and Sechelt Indian Band, and on behalf of the members of the Class, claim:

- (a) a Declaration that the Sechelt Indian Band (referred to as the shishalh or shishalh band) and Tk'emlúps Band, and all members of the certified Class of Indian Bands, have Aboriginal Rights to speak their traditional languages and engage in their traditional customs and religious practices;
- (b) a Declaration that Canada owed and was in breach of fiduciary, constitutionally-mandated, statutory and common law duties as well as breaches of International Conventions and Covenants, and breaches of international law, to the Class members in relation to the purpose, establishment, funding, operation, supervision, control, maintenance, obligatory attendance of Survivors at, and support of, the SIRS and the KIRS and other Identified Residential Schools;
- (c) a Declaration that the Residential Schools Policy and the KIRS, the SIRS, and Identified Residential Schools caused Cultural, Linguistic and Social Damage and irreparable harm to the Class;
- (d) a Declaration that Canada was or is in breach of the Class members' linguistic and cultural rights, (Aboriginal Rights or otherwise), as well as breaches of International Conventions and Covenants, and breaches of international law, as a consequence of its establishment, funding, operation, supervision, control and maintenance, and obligatory attendance of Survivors at and support of the Residential Schools Policy, and the Residential Schools;
- (e) a Declaration that Canada is liable to the Class members for the damages caused by its breach of fiduciary, constitutionally-mandated, statutory and common law duties and Aboriginal Rights as well as breaches of International Conventions and Covenants, and breaches of international law, in relation to the purpose, establishment, funding, operation, supervision, control and maintenance, and obligatory attendance of Survivors at and support of the Residential Schools;
- (f) non-pecuniary and pecuniary general damages and special damages for breach of fiduciary, constitutionally-mandated, statutory and common law duties and Aboriginal Rights, as well as breaches of International Conventions and Covenants, and breaches of international law, including amounts to cover the ongoing cost of care and development of wellness plans for individual members of the Indian Bands in the Class, as well as the costs of restoring, protecting and preserving the linguistic and cultural heritage of the Indian Bands for which Canada is liable;

- (g) the construction of healing centres in the Class communities by Canada;
- (h) exemplary and punitive damages for which Canada is liable;
- (i) pre-judgment and post-judgment interest;
- (j) the costs of this action; and
- (k) such further and other relief as this Honourable Court may deem just.

DEFINITIONS

2. The following definitions apply for the purposes of this Claim:

- (a) "Aboriginal(s)", "Aboriginal Person(s)", "Aboriginal People(s)" or "Aboriginal Child(ren)" means a person or persons whose rights are recognized and affirmed by the *Constitution Act*, 1982, s. 35;
- (b) "Aboriginal Right(s)" means any or all of the aboriginal and treaty rights recognized and affirmed by the *Constitution Act*, 1982, s. 35;
- (c) "Act" means the *Indian Act*, R.S.C. 1985, c. I-5 and its predecessors as have been amended from time to time;
- (d) "Agents" means the servants, contractors, agents, officers and employees of Canada and the operators, managers, administrators and teachers and staff of each of the Residential Schools;
- (e) "Agreement" means the Indian Residential Schools Settlement Agreement dated May 10, 2006 entered into by Canada to settle claims relating to Residential Schools as approved in the orders granted in various jurisdictions across Canada;
- (f) "Indian Band" means any entity that:
 - (i) Is either a "band" as defined in s.2(1) of the *Indian Act* or a band, First Nation, Nation or other Indigenous group that is party to a self-government agreement or treaty implemented by an Act of Parliament recognizing or establishing it as a legal entity, and
 - (ii) Asserts that it holds rights recognized and affirmed by section 35 of the *Constitution Act*, 1982.
- (g) "Class" means the Tk'emlúps te Secwépemc Indian Band and the shishálb band and any other Indian Band(s) that:
 - (i) has or had some members who are or were Survivors, or in whose community a Residential School is or was located; and

- (ii) is specifically added to this claim in relation to one or more specifically identified Residential Schools.
- (b) "Canada" means the Defendant, Her Majesty the Queen in right of Canada as represented by the Attorney General of Canada;
- (i) "Class Period" means 1920 to 1997;
- (j) "Cultural, Linguistic and Social Damage" means the damage or harm caused by the creation and implementation of Residential Schools and Residential Schools Policy to the educational, governmental, economic, cultural, linguistic, spiritual and social customs, practices and way of life, traditional governance structures, as well as to the community and individual security and wellbeing, of Aboriginal Persons;
- (k) "Identified Residential School(s)" means one or more of the KIRS or the SIRS or any other Residential School specifically identified by a member of the Class;
- (l) "KIRS" means the Kamloops Indian Residential School;
- (m) "Residential Schools" means all Indian Residential Schools recognized under the Agreement;
- (n) "Residential Schools Policy" means the policy of Canada with respect to the implementation of Indian Residential Schools;
- (o) "SIRS" means the Sechelt Indian Residential School;
- (p) "Survivors" means all Aboriginal Persons who attended as a student or for educational purposes for any period at a Residential School, during the Class Period.

THE PARTIES

The Plaintiffs

3. The Tk'emlúps te Secwépemc Indian Band and the shishálh band are Indian Bands and they both act as Representative Plaintiffs for the Class. The Class members represent the collective interests and authority of each of their respective communities.

The Defendant

4. Canada is represented in this proceeding by the Attorney General of Canada. The Attorney General of Canada represents the interests of Canada and the Minister of Aboriginal Affairs and

Northern Development Canada and predecessor Ministers who were responsible for "Indians" under s.91 (24) of the *Constitution Act, 1867*, and who were, at all material times, responsible for the formation and implementation of the Residential Schools Policy, and the maintenance and operation of Residential Schools, including the KIRS and the SIRS.

STATEMENT OF FACTS

5. Over the course of the last several years, Canada has acknowledged the devastating impact of its Residential Schools Policy on Canada's Aboriginal Peoples. Canada's Residential Schools Policy was designed to eradicate Aboriginal culture and identity and assimilate the Aboriginal Peoples of Canada into Euro-Canadian society. Through this policy, Canada ripped away the foundations of identity for generations of Aboriginal People and caused incalculable harm to both individuals and communities.

6. The direct beneficiary of the Residential Schools Policy was Canada as its obligations would be reduced in proportion to the number, and generations, of Aboriginal Persons who would no longer recognize their Aboriginal identity and would reduce their claims to rights under the Act and Canada's fiduciary, constitutionally-mandated, statutory and common law duties.

7. Canada was also a beneficiary of the Residential Schools Policy, as the policy served to weaken the claims of Aboriginal Peoples to their traditional lands and resources. The result was a severing of Aboriginal People from their cultures, traditions and ultimately their lands and resources. This allowed for exploitation of those lands and resources by Canada, not only without Aboriginal Peoples' consent but also, contrary to their interests, the Constitution of Canada and the Royal Proclamation of 1763.

8. The truth of this wrong and the damage it has wrought has now been acknowledged by the Prime Minister on behalf of Canada, and through the pan-Canadian settlement of the claims of those individuals who *resided at Canada's Residential Schools* by way of the Agreement implemented in 2007, and subsequently, the settlement of the claims of those individuals who attended at Canada's Residential Schools in this and other proceedings.

9. This claim is on behalf of the members of the Class, consisting of the Aboriginal communities within which the Residential Schools were situated, or whose members are or were Survivors.

The Residential School System

10. Residential Schools were established by Canada prior to 1874, for the education of Aboriginal Children. Commencing in the early twentieth century, Canada began entering into formal agreements with various religious organizations (the "Churches") for the operation of Residential Schools. Pursuant to these agreements, Canada controlled, regulated, supervised and directed all aspects of the operation of Residential Schools. The Churches assumed the day-to-day operation of many of the Residential Schools under the control, supervision and direction of Canada, for which Canada paid the Churches a *per capita* grant. In 1969, Canada took over operations directly.

11. As of 1920, the Residential Schools Policy included compulsory *attendance* at Residential Schools for all Aboriginal Children aged 7 to 15. Canada removed most Aboriginal Children from their homes and Aboriginal communities and transported them to Residential Schools which were often long distances away. However, in some cases, Aboriginal Children lived in their homes and communities and were similarly required to attend Residential Schools as day students and not residents. This practice applied to even more children in the later years of the Residential Schools

Policy. While at Residential School, all Aboriginal Children were confined and deprived of their heritage, their support networks and their way of life, forced to adopt a foreign language and a culture alien to them and punished for non-compliance.

12. The purpose of the Residential Schools Policy was the complete integration and assimilation of Aboriginal Children into the Euro-Canadian culture and the obliteration of their traditional language, culture, religion and way of life. Canada set out and intended to cause the Cultural, Linguistic and Social Damage which has harmed Canada's Aboriginal Peoples and Class members.

13. Canada chose to be disloyal to its Aboriginal Peoples, implementing the Residential Schools Policy in its own self-interest, including economic self-interest, and to the detriment and exclusion of the interests of the Class members to whom Canada owed fiduciary and constitutionally-mandated duties. The Residential Schools Policy was intended to eradicate Aboriginal identity, culture, language, and spiritual practices. This assimilation would result in a reduction in the number of individuals identifying as Aboriginal, and with that would be a reduction in Canada's obligations to Aboriginal individuals and Indian Bands, as Aboriginal individuals who no longer identify as Aboriginal would be unlikely to make claims to their rights as Aboriginal Persons.

The Effects of the Residential Schools Policy on the Class Members

Tk'emlúps Indian Band

14. Tk'emlúpsɛmɛ, 'the people of the confluence', now known as the Tk'emlúps te Secwépemc Indian Band are members of the northernmost of the Plateau People and of the Interior-Salish Secwépemc (Shuswap) speaking peoples of British Columbia. The Tk'emlúps

Indian Band was established on a reserve now adjacent to the City of Kamloops, where the KIRS was subsequently established.

15. Secwepemctsin is the language of the Secwépemc, and it is the unique means by which the cultural, ecological, and historical knowledge and experience of the Secwépemc people is understood and conveyed between generations. It is through language, spiritual practices and passage of culture and traditions including their rituals, drumming, dancing, songs and stories, that the values and beliefs of the Secwépemc people are captured and shared. From the Secwépemc perspective all aspects of Secwépemc knowledge, including their culture, traditions, laws and languages, are vitally and integrally linked to their lands and resources.

16. Language, like the land, was given to the Secwépemc by the Creator for communication to the people and to the natural world. This communication created a reciprocal and cooperative relationship between the Secwépemc and the natural world which enabled them to survive and flourish in harsh environments. This knowledge, passed down to the next generation orally, contained the teachings necessary for the maintenance of Secwépemc culture, traditions, laws and identity.

17. For the Secwépemc, their spiritual practices, songs, dances, oral histories, stories and ceremonies were an integral part of their lives and societies. These practices and traditions are absolutely vital to maintain. Their songs, dances, drumming and traditional ceremonies connect the Secwépemc to their land and continually remind the Secwépemc of their responsibilities to the land, the resources and to the Secwépemc people.

18. Secwépemc ceremonies and spiritual practices, including their songs, dances, drumming and passage of stories and history, perpetuate their vital teachings and laws relating to the harvest

of resources, including medicinal plants, game and fish, and the proper and respectful protection and preservation of resources. For example, in accordance with Secwépemc laws, the Secwépemc sing and pray before harvesting any food, medicines, and other materials from the land, and make an offering to thank the Creator and the spirits for anything they take. The Secwépemc believe that all living things have spirits and must be shown utmost respect. It was these vital, integral beliefs and traditional laws, together with other elements of Secwépemc culture and identity, that Canada sought to destroy with the Residential Schools Policy.

Shishálh band

19. The shishálh Nation, a division of the Coast Salish First Nations, originally occupied the southern portion of the lower coast of British Columbia. The shishálh People settled the area thousands of years ago, and occupied approximately 80 village sites over a vast tract of land. The shishálh People are made up of four sub-groups that speak the language of Shishishalliem, which is a distinct and unique language, although it is part of the Coast Salish Division of the Salishan Language.

20. Shishálh tradition describes the formation of the shishálh world (Spelnulh story). Beginning with the creator spirits, who were sent by the Divine Spirit to form the world, they carved out valleys leaving a beach along the inlet at Porpoise Bay. Later, the transformers, a male raven and a female tunk, added details by carving trees and forming pools of water.

21. The shishálh culture includes singing, dancing and drumming as an integral part of their culture and spiritual practices, a connection with the land and the Creator and passing on the history and beliefs of the people. Through song and dance the shishálh People would tell stories, bless events and even bring about healing. Their songs, dances and drumming also signify critical seasonal events that are integral to the shishálh. Traditions also include making and using masks.

baskets, regalia and tools for hunting and fishing. It was these vital, integral beliefs and traditional laws, together with other elements of the shishálh culture and identity, that Canada sought to destroy with the Residential Schools Policy.

The Impact of the Residential schools

22. For Aboriginal Children who were compelled to attend the Residential Schools, rigid discipline was enforced as per the Residential Schools Policy. While at school, children were not allowed to speak their Aboriginal language, even to their parents, and thus members of these Aboriginal communities were forced to learn English.

23. Aboriginal culture was strictly suppressed by the school administrators in compliance with the policy directives of Canada including the Residential Schools Policy. At the SIRS, members of shishálh were forced to burn or give to the agents of Canada centuries-old totem poles, regalia, masks and other "paraphernalia of the medicine men" and to abandon their potlatches, dancing and winter festivities, and other elements integral to the Aboriginal culture and society of the shishálh and Secwépemc peoples.

24. Because the SIRS was physically located in the shishálh community, Canada's eyes, both directly and through its Agents, were upon the elders and they were punished severely for practising their culture or speaking their language or passing this on to future generations. In the midst of that scrutiny, members of the shishálh band struggled, often unsuccessfully, to practice, protect and preserve their songs, masks, dancing or other cultural practices.

25. The Tk'emlúps te Secwépemc suffered a similar fate due to their proximity to the KIRS.

26. The children at the Residential Schools were taught to be ashamed of their Aboriginal identity, culture, spirituality and practices. They were referred to as, amongst other derogatory

epithets, "dirty savages" and "heathens" and taught to shun their very identities. The Class members' Aboriginal way of life, traditions, cultures and spiritual practices were supplanted with the Euro-Canadian identity imposed upon them by Canada through the Residential Schools Policy.

27. The Class members have lost, in whole or in part, their traditional economic viability, self-government and laws, language, land base and land-based teachings, traditional spiritual practices and religious practices, and the integral sense of their collective identity.

28. The Residential Schools Policy, delivered through the Residential Schools, wrought Cultural, Linguistic and Social devastation on the communities of the Class and altered their traditional way of life.

Canada's Settlement with Former Residential School Residents

29. From the closure of the Residential Schools until the late 1990's, Canada's Aboriginal communities were left to battle the damages and suffering of their members as a result of the Residential Schools Policy, without any acknowledgement from Canada. During this period, Residential School survivors increasingly began speaking out about the horrible conditions and abuse they suffered, and the dramatic impact it had on their lives. At the same time, many survivors committed suicide or self-medicated to the point of death. The deaths devastated the life and stability of the communities represented by the Class.

30. In January 1998, Canada issued a Statement of Reconciliation acknowledging and apologizing for the failures of the Residential Schools Policy. Canada admitted that the Residential Schools Policy was designed to assimilate Aboriginal Persons and that it was wrong to pursue that goal. The Plaintiffs plead that the Statement of Reconciliation by Canada is an admission by

Canada of the facts and duties set out herein and is relevant to the Plaintiffs' claim for damages, particularly punitive damages.

31. The Statement of Reconciliation stated, in part, as follows:

Sadly, our history with respect to the treatment of Aboriginal people is not something in which we can take pride. Attitudes of racial and cultural superiority led to a suppression of Aboriginal culture and values. As a country we are hounded by past actions that resulted in weakening the identity of Aboriginal peoples, suppressing their languages and cultures, and outlawing spiritual practices. We must recognize the impact of these actions on the once self-sustaining nations that were disaggregated, disrupted, limited or even destroyed by the dispossession of traditional territory, by the relocation of Aboriginal people, and by some provisions of the Indian Act. We must acknowledge that the results of these actions was the erosion of the political, economic and social systems of Aboriginal people and nations.

Against the backdrop of these historical legacies, it is a remarkable tribute to the strength and endurance of Aboriginal people that they have maintained their historic diversity and identity. The Government of Canada today formally expresses to all Aboriginal people in Canada our profound regret for past actions of the Federal Government which have contributed to these difficult pages in the history of our relationship together.

One aspect of our relationship with Aboriginal people over this period that requires particular attention is the Residential School System. This system separated many children from their families and communities and prevented them from speaking their own languages and from learning about their heritage and cultures. In the worst cases, it left legacies of personal pain and distress that continued to reverberate in Aboriginal communities to this date. Tragically, some children were the victims of physical and sexual abuse.

The Government of Canada acknowledges the role it played in the development and administration of these schools. Particularly to those individuals who experienced the tragedy of sexual and physical abuse at Residential Schools, and who have carried this burden believing that in some way they must be responsible, we wish to emphasize that what you experienced was not your fault and should never have happened. To those of you who suffered this tragedy at Residential Schools, we are deeply sorry. In dealing with the legacies of the Residential School

program, the Government of Canada proposes to work with First Nations, Inuit, Métis people, the Churches and other interested parties to resolve the longstanding issues that must be addressed. We need to work together on a healing strategy to assist individuals and communities in dealing with the consequences of this sad era of our history...

32. Reconciliation is an ongoing process. In renewing our partnership, we must ensure that the mistakes which marked our past relationship are not repeated. The Government of Canada recognizes that policies that sought to assimilate Aboriginal People, women and men, were not the way to build a strong community. On June 11, 2008, Prime Minister Stephen Harper on behalf of Canada, delivered an apology ("Apology") that acknowledged the harm done by Canada's Residential Schools Policy:

For more than a century, Indian Residential Schools separated over 150,000 Aboriginal children from their families and communities. In the 1870's, the federal government, partly in order to meet its obligation to educate Aboriginal children, began to play a role in the development and administration of these schools. Two primary objectives of the Residential Schools system were to remove and isolate children from the influence of their homes, families, traditions and cultures, and to assimilate them into the dominant culture. These objectives were based on the assumption Aboriginal cultures and spiritual beliefs were inferior and unequal. Indeed, some sought, as it was infamously said, "to kill the Indian in the child." Today, we recognize that this policy of assimilation was wrong, has caused great harm, and has no place in our country. [emphasis added]

33. In this Apology, the Prime Minister made some important acknowledgments regarding the Residential Schools Policy and its impact on Aboriginal Children:

The Government of Canada built an educational system in which very young children were often forcibly removed from their homes, often taken far from their communities. Many were inadequately fed, clothed and housed. All were deprived of the care and nurturing of their parents, grandparents and communities. First Nations, Inuit and Métis languages and cultural practices were prohibited in these schools.

Tragically, some of these children died while attending residential schools and others never returned home.

The government now recognizes that the consequences of the Indian Residential Schools policy were profoundly negative and that this policy has had a lasting and damaging impact on Aboriginal culture, heritage and language.

The legacy of Indian Residential Schools has contributed to social problems that continue to exist in many communities today.

* * *

We now recognize that it was wrong to separate children from rich and vibrant cultures and traditions, that it created a void in many lives and communities, and we apologize for having done this. We now recognize that, in separating children from their families, we undermined the ability of many to adequately parent their own children and sowed the seeds for generations to follow, and we apologize for having done this. We now recognize that, far too often, these institutions gave rise to abuse or neglect and were inadequately controlled, and we apologize for failing to protect you. Not only did you suffer these abuses as children, but as you became parents, you were powerless to protect your own children from suffering the same experience, and for this we are sorry.

The burden of this experience has been on your shoulders far far too long. The burden is properly ours as a Government, and as a country. There is no place in Canada for the attitudes that inspired the Indian Residential Schools system to ever prevail again. You have been working on recovering from this experience for a long time and in a very real sense, we are now joining you on this journey. The Government of Canada sincerely apologizes and asks the forgiveness of the Aboriginal peoples of this country for failing them so profoundly.

CANADA'S BREACH OF DUTIES TO THE CLASS MEMBERS

34. From the formation of the Residential Schools Policy to its execution in the form of forced attendance at the Residential Schools, Canada caused incalculable losses to the Class members. The Class members have all been affected by Cultural, Linguistic and Social Damage which has impaired the ability of Class members to govern their peoples and their lands.

Canada's Duties

35. Canada was responsible for developing and implementing all aspects of the Residential Schools Policy, including carrying out all operational and administrative aspects of Residential Schools. While the Churches were used as Canada's Agents to assist Canada in carrying out its objectives, those objectives and the manner in which they were carried out were the obligations of Canada. Canada was responsible for:

- (a) the administration of the Act and its predecessor statutes as well as all other statutes relating to Aboriginal Persons and all Regulations promulgated under these Acts and their predecessors during the Class Period;
- (b) the management, operation and administration of the Department of Indian Affairs and Northern Development and its predecessors and related Ministries and Departments, as well as the decisions taken by those ministries and departments;
- (c) the construction, operation, maintenance, ownership, financing, administration, supervision, inspection and auditing of the Residential Schools and for the creation, design and implementation of the program of education for Aboriginal Persons in attendance;
- (d) the selection, control, training, supervision and regulation of the operators of the Residential Schools, including their employees, servants, officers and agents, and for the care and education, control and well being of Aboriginal Persons attending the Residential Schools;
- (e) preserving, promoting, maintaining and not interfering with Aboriginal Rights, including the right to retain and practice their culture, spirituality, language and traditions and the right to fully learn their culture, spirituality, language and traditions from their families, extended families and communities; and
- (f) the care and supervision of all Survivors while they were in attendance at the Residential Schools during the Class Period.

36. Further, Canada has at all material times committed itself to honour international law in relation to the treatment of its people, which obligations form minimum commitments to Canada's Aboriginal Peoples, including the Class, and which have been breached. In particular, Canada's breaches include the failure to comply with the terms and spirit of:

- (a) the *Convention on the Prevention and Punishment of the Crime of Genocide*, 78 U.N.T.S. 277, entered into force Jan. 12, 1951, and in particular Article 2(b), (c) and (e) of that convention, by engaging in the intentional destruction of the culture of Aboriginal Children and communities, causing profound and permanent cultural injuries to the Class;
- (b) the *Declaration of the Rights of the Child* (1959) G.A. res. 1386 (XIV), 14 U.N. GAOR Supp. (No. 16) at 19, U.N. Doc. A/4354 by failing to provide Aboriginal Children with the means necessary for normal development, both materially and spiritually, and failing to put them in a position to earn a livelihood and protect them against exploitation;
- (c) the *Convention on the Rights of the Child*, GA res. 44/25, annex, 44 UN GAOR Supp. (No. 49) at 167, U.N. Doc. A/44/49 (1989); 1577 UNTS 3; 28 I.L.M. 1456 (1989), and in particular Articles 29 and 30 of that convention, by failing to provide Aboriginal Children with education that is directed to the development of respect for their parents, their cultural identities, language and values, and by denying the right of Aboriginal Children to enjoy their own cultures, to profess and practise their own religions and to use their own languages;
- (d) the *International Covenant on Civil and Political Rights*, G.A. res. 2200A (XXI), 21 U.N. GAOR Supp. (No. 16) at 52, U.N. Doc. A/6316 (1966), 999 U.N.T.S. 171, entered into force Mar. 23, 1976, in particular Articles 1 and 27 of that convention, by interfering with Class members' rights to retain and practice their culture, spirituality, language and traditions, the right to fully learn their culture, spirituality, language and traditions from their families, extended families and communities and the right to teach their culture, spirituality, language and traditions to their own children, grandchildren, extended families and communities;
- (e) the *American Declaration of the Rights and Duties of Man*, O.A.S. Res. XXX, adopted by the Ninth International Conference of American States (1948), reprinted in *Basic Documents Pertaining to Human Rights in the Inter-American System*, OEA/Ser.L.V/II.82 doc.6 rev.1 at 17 (1992), and in particular Article XIII, by violating Class members' right to take part in the cultural life of their communities;
- (f) the *United Nations Declaration on the Rights of Indigenous Peoples*, G.A. Res. 61/295, U.N. Doc. A/RES/61/295 (Sept. 13, 2007), 46 I.L.M. 1013 (2007), endorsed by Canada 12 November 2010, Article 8, 2(d), which commits to the provision of effective mechanisms for redress for forced assimilation, and the additional following provisions: Preamble, Articles 1-15, 17-28, 31, 33-46.

37. Canada's obligations under international law inform Canada's common law, statutory, fiduciary, constitutionally-mandated and other duties, and a breach of the aforementioned international obligations is evidence of, or constitutes, a breach under domestic law.

Breach of Fiduciary and Constitutionally-Mandated Duties

38. Canada has constitutional obligations to, and a fiduciary relationship with, Aboriginal People and Indian Bands in Canada. Canada assumed the responsibility for educating Aboriginal children, and prevented Aboriginal Persons and Class members from doing so, by adopting and implementing the Residential Schools Policy, which included creating, planning, establishing, setting up, initiating, operating, financing, supervising, controlling and regulating a program of assimilation through the Residential Schools. Through the assumption of this role, and/or by virtue of the Constitution Act 1867, the Constitution Act, 1982, and the provisions of the Act, as amended, Canada owed a fiduciary duty to Class members.

39. Canada's constitutional duties include the obligation to uphold the honour of the Crown in all of its dealings with Aboriginal Peoples, including the Class members. This obligation arose with the Crown's assertion of sovereignty from the time of first contact and continues through post-treaty relationships. This is and remains an obligation of the Crown and was an obligation on the Crown at all material times. The honour of the Crown is a legal principle which requires the Crown to operate at all material times in its relations with Aboriginal Peoples from contact to post treaty in the most honourable manner to protect the interests of the Aboriginal Peoples.

40. Canada's fiduciary duties obliged Canada to act as a protector of Class members' Aboriginal Rights, including the protection and preservation of their language, culture and their way of life, and the duty to take corrective steps to restore the Plaintiffs' culture, history and status, or assist them to do so. At a minimum, Canada's duty to Aboriginal Persons and Indian Bands,

including the Class members, included the obligation to respect their Aboriginal Rights and not to deliberately seek to assimilate them, reduce their numbers, undermine, harm or impair them.

41. Canada breached the fiduciary and constitutional duties owed by Canada to the Class by targeting for destruction the collective identity and way of life established and enjoyed by the Class members

42. Canada acted in its own self-interest and contrary to the interests of the Class members, not only by being disloyal to, but by actually betraying these communities which it had a duty to protect. Canada wrongfully exercised its discretion and power over Aboriginal Peoples, and in particular children, for its own benefit. The Residential Schools Policy was pursued by Canada, in whole or in part, to eradicate what Canada saw as the "Indian Problem". Namely, Canada sought to relieve itself of its moral and financial responsibilities for Aboriginal People and communities, the expense and inconvenience of dealing with cultures, languages, habits and values different from Canada's predominant Euro-Canadian heritage, and the challenges arising from land claims.

43. In further breach of its ongoing fiduciary, constitutionally-mandated, statutory and common law duties to the Class, Canada failed, and continues to fail, to adequately remediate the damage caused by its wrongful acts, failures and omissions. In particular, Canada has failed to take adequate measures to ameliorate the Cultural, Linguistic and Social Damage suffered by the Class, notwithstanding Canada's admission of the wrongfulness of the Residential Schools Policy since 1998.

Breach of Aboriginal Rights

44. The shishálh and Tk'emlúps people, and indeed all members of the Class have exercised laws, customs and traditions integral to their distinctive societies prior to contact with Europeans.

In particular, and from a time prior to contact with Europeans, these Indian Bands have sustained their individual members, communities and distinctive cultures by speaking their languages and practicing their customs and traditions.

45. As a result of Residential School Policy, Class members were denied the ability to exercise and enjoy their Aboriginal Rights in the context of their collective expression within the Indian Bands, some particulars of which include, but are not limited to:

- (a) shishálh, Tk'emlúps and other Indian Bands' cultural, spiritual and traditional activities have been lost or impaired;
- (b) the traditional social structures, including the equal authority of male and female leaders have been lost or impaired;
- (c) the shishálh, Tk'emlúps and other Aboriginal languages have been lost or impaired;
- (d) traditional shishálh, Tk'emlúps and Aboriginal parenting skills have been lost or impaired;
- (e) shishálh, Tk'emlúps and other Aboriginal skills for gathering, harvesting, hunting and preparing traditional foods have been lost or impaired; and,
- (f) shishálh, Tk'emlúps and Aboriginal spiritual beliefs have been lost or impaired.

46. Canada had at all material times and continues to have a duty to respect, honour and protect the Class members' Aboriginal Rights, including the exercise of their spiritual practices and traditional protection of their lands and resources, and an obligation not to undermine or interfere with the Class members' Aboriginal Rights. Canada has failed in these duties, without justification, through its Residential Schools Policy. Canada breached the Class members' Aboriginal Rights and caused the Class members Cultural, Linguistic and Social Harm.

Vicarious Liability

47. Canada is vicariously liable for the negligent performance of the fiduciary, constitutionally-mandated, statutory and common law duties of its Agents.

48. Additionally, the Plaintiffs hold Canada solely responsible for the creation and implementation of the Residential Schools Policy and, furthermore:

- (a) The Plaintiffs expressly waive any and all rights they may possess to recover from Canada, or any other party, any portion of the Plaintiffs' loss that may be attributable to the fault or liability of any third-party and for which Canada might reasonably be entitled to claim from any one or more third-party for contribution, indemnity or an apportionment at common law, in equity, or pursuant to the British Columbia *Negligence Act*, R.S.B.C. 1996, c. 333, as amended; and
- (b) The Plaintiffs will not seek to recover from any party, other than Canada, any portion of their losses which have been claimed, or could have been claimed, against any third-parties.

Damages

49. As a consequence of the breach of fiduciary, constitutionally-mandated, statutory and common law duties, and breach of Aboriginal Rights by Canada and its Agents, for whom Canada is vicariously liable, the Class members have suffered from the loss of the ability to fully exercise their Aboriginal Rights collectively, including the right to have a traditional government based on their own languages, spiritual practices, traditional laws and practices.

Grounds for Punitive and Aggravated Damages

50. Canada deliberately planned the eradication of the language, religion and culture of the Class. The actions were malicious and intended to cause harm, and in the circumstances punitive and aggravated damages are appropriate and necessary.

Legal Basis of Claim

51. The Class members are Indian Bands, being collectives of Aboriginal Peoples who recognize their shared cultural and linguistic identities.

52. The Class members' Aboriginal Rights existed and were exercised at all relevant times pursuant to the *Constitution Act, 1982*, s. 35, being Schedule B to the *Canada Act 1982* (UK), 1982, c. 11.

53. At all material times, Canada owed the Plaintiffs and Class members a special and constitutionally-mandated duty of care, good faith, honesty and loyalty pursuant to Canada's constitutional obligations and Canada's duty to act in the best interests of Aboriginal Peoples and communities. Canada breached those duties, causing harm.

54. The Class members are comprised of Aboriginal Peoples who have exercised their respective laws, customs and traditions integral to their distinctive societies prior to contact with Europeans. In particular, and from a time prior to contact with Europeans to the present, the Aboriginal Peoples who comprise the Class members have sustained their people, communities and distinctive culture by exercising their respective laws, customs and traditions in relation to their entire way of life, including language, dance, music, recreation, art, family, marriage and communal responsibilities, and use of resources.

Application of the Quebec Charter

55. Where the aforementioned acts of Canada and its agents took place in the province of Quebec, they constitute breaches of article 1457 of the *Civil Code of Quebec*, CQLR c CCQ-1991, and the *Charter of Human Rights and Freedoms*, CQLR c C-12,

Constitutionality of Sections of the Indian Act

56. The Class members plead that any section of the Act and its predecessors and any Regulation passed under the Act and any other statutes relating to Aboriginal Persons that provide or purport to provide the statutory authority for the eradication of Aboriginal People through the destruction of their languages, culture, practices, traditions and way of life, are in violation of sections 25 and 35(1) of the *Constitution Act* 1982, sections 1 and 2 of the *Canadian Bill of Rights*, R.S.C. 1985, as well as sections 7 and 15 of the *Canadian Charter of Rights and Freedoms* and should therefore be treated as having no force and effect.

57. Canada deliberately planned the eradication of the language, spirituality and culture of the Plaintiffs and Class members.

58. Canada's actions were deliberate and malicious and, in the circumstances, punitive, exemplary and aggravated damages are appropriate and necessary.

59. The Plaintiffs plead and rely upon the following:

Federal Courts Act, R.S.C., 1985, c. F-7, s. 17;

Federal Courts Rules, SOR/98-106, Part 5.1 Class Proceedings;

Crown Liability and Proceedings Act, R.S.C. 1985, c. C-50, ss. 3, 21, 22, and 23;

Canadian Charter of Rights and Freedoms, Part 1 of the Constitution Act, 1982, being Schedule B to the Canada Act 1982 (UK), 1982, c. 11, ss. 7, 15, ~~25, 35(1)~~;

The Canadian Bill of Rights, S.C., ~~1960, c. 44~~, Preamble, ss. 1 and 2;

The Indian Act, R.S.C. 1985, ss. 2(1), 3, 18(2), 114-122 and its predecessors;

Indigenous Languages Act S.C. 2019, c.23, Preamble, ss.2-10, ~~23-24~~;

Crimes Against Humanity and War Crimes Act, S.C. 2000, c. 24, s. 2-4, and Schedule (Articles 6-7);

United Nations Declaration on the Rights of Indigenous Peoples Act, s.c. 2021, c. 14, Preamble, s. 3, ss. 4-6, Schedule;

Civil Code of Quebec, CQLR c CCO-1991, Article 1457;

Charter of Human Rights and Freedoms, CQLR c C-12, ss. 1, 4, 5, 39, 41, 43;

International Treaties:

Convention on the Prevention and Punishment of the Crime of Genocide, 78 U.N.T.S. 277, entered into force Jan. 12, 1951, preamble and Articles 1-5;

Declaration of the Rights of the Child (1959), G.A. res. 1386 (XIV), 14 U.N. GAOR Supp. (No. 16) at 19, U.N. Doc. A/4354, preamble and Principles 1-10;

Convention on the Rights of the Child, GA res. 44/25, annex, 44 U.N. GAOR Supp. (No. 49) at 167, U.N. Doc. A/44/49 (1989); 1577 UNTS 3; 28 ILM 1456 (1989), Preamble, Articles 1-9, 11-20, 24-25, 27-32, 34, 36-37, 39;

International Covenant on Civil and Political Rights, G.A. res. 2200A (XXI), 21 U.N. GAOR Supp. (No. 16) at 52, U.N. Doc. A/6316 (1966), 999 U.N.T.S. 171, entered into force Mar. 23, 1976, Preamble, Articles 1-3, 5-9, 12, 16-19, 21-27;

American Declaration of the Rights and Duties of Man, O.A.S. Res. XXX, adopted by the Ninth International Conference of American States (1948), reprinted in Basic Documents Pertaining to Human Rights in the Inter-American System, OEA/Ser.L.V/II.82 doc.6 rev.1 at 17 (1992), Preamble, Articles 1-3, 6, 8, 12, 13, 15, 22;

United Nations Resolution A/RES/60/147, December 16, 2005, Preamble, ss. 1-3, and Annex; and

United Nations Declaration on the Rights of Indigenous Peoples, G.A. Res. 61/295, U.N. Doc. A/RES/61/295 (Sept. 13, 2007), 46 I.L.M. 1013 (2007), endorsed by Canada 12 November 2010, Article 8, 2(d), Preamble, and Articles 1-15, 17-28, 31, 33-46.

60. The plaintiffs propose that this action be tried at Vancouver, BC.

Amended January 13, 2022

Peter R. Grant, on behalf of
all Solicitors for the Plaintiffs

Solicitors for the Plaintiffs

PETER GRANT LAW CORPORATION
#407- 808 Nelson Street
Vancouver, BC V6Z 2H2

) Contact and Address for Service
) for the Plaintiffs

Peter R. Grant
Tel: 604.688.7202
Fax: 604.688.8388
pgrant@pgrantlaw.com

WADDELL PHILLIPS PC
Suite 1120, 36 Toronto Street
Toronto, ON M5C 2C5

John Kingman Phillips
john@waddellphillips.ca

W. Cory Wanless
cory@waddellphillips.ca

Tel: 647.261.4486
Fax: 416.477.1657

DIANE SOROKA AVOCATE INC.
447 Strathcona Ave.
Westmount, QC H3Y 2X2

Diane Soroka
Tel: 514.939.3384
Fax: 514.939.4014
dhs@dsoroka.com

Schedule B – Certification Order, June 18, 2015

48 SCHEDULE B

0059

Federal Court



Cour fédérale

Date: 20150618

Docket: T-1542-12

Citation: 2015 FC 766

Ottawa, Ontario, June 18, 2015

PRESENT: The Honourable Mr. Justice Harrington

PROPOSED CLASS ACTION

BETWEEN:

CHIEF SHANE GOTTFRIEDSON,
ON HIS OWN BEHALF AND ON BEHALF OF
ALL THE MEMBERS OF THE TK'EMLÚPS
TE SECWÉPEMC INDIAN BAND AND THE
TK'EMLÚPS TE SECWÉPEMC INDIAN
BAND, CHIEF GARRY FESCHUK, ON HIS
OWN BEHALF AND ON BEHALF OF ALL
MEMBERS OF THE SECHelt INDIAN
BAND AND THE SECHelt INDIAN BAND,
VIOLET CATHERINE GOTTFRIEDSON,
DOREEN LOUISE SEYMOUR, CHARLOTTE
ANNE VICTORINE GILBERT, VICTOR
FRASER, DIENA MARIE JULES, AMANDA
DEANNE BIG SORREL HORSE, DARLENE
MATILDA BULPIT, FREDERICK JOHNSON,
AIGAIL MARGARET AUGUST, SHELLY
NADINE HOEHNE, DAPHNE PAUL, AARON
JOE AND RITA POULSEN

Plaintiffs

and

HER MAJESTY THE QUEEN
IN RIGHT OF CANADA

Defendant

ORDER

FOR REASONS GIVEN on 3 June 2015, reported at 2015 FC 706:

THIS COURT ORDERS that:

1. The above captioned proceeding shall be certified as a class proceeding with the following conditions:

a. The Classes shall be defined as follows:

Survivor Class: all Aboriginal persons who attended as a student or for educational purposes for any period at a Residential School, during the Class Period, excluding, for any individual class member, such periods of time for which that class member received compensation by way of the Common Experience Payment under the Indian Residential Schools Settlement Agreement.

Descendant Class: the first generation of persons descended from Survivor Class Members or persons who were legally or traditionally adopted by a Survivor Class Member or their spouse.

Band Class: the Tk'emlups te Secwépemc Indian Band and the Sechelt Indian Band and any other Indian Band(s) which:

- (i) has or had some members who are or were members of the Survivor Class, or in whose community a Residential School is located; and
- (ii) is specifically added to this claim with one or more specifically identified Residential Schools.

b. The Representative Plaintiffs shall be:

For the Survivor Class:

Violet Catherine Gottfriedson
Charlotte Anne Victorine Gilbert
Diana Marie Jules
Darlene Matilda Bulpit
Frederick Johnson
Daphne Paul

For the Descendant Class:

Amanda Deanne Big Sorrel Horse
Rita Poulsen

For the Band Class:

Tk'emlúps te Secwépemc Indian Band
Sechelt Indian Band

c. The Nature of the Claims are:

Breaches of fiduciary and constitutionally mandated duties, breach of Aboriginal Rights, intentional infliction of mental distress, breaches of International Conventions and/or Covenants, breaches of international law, and negligence committed by or on behalf Canada for which Canada is liable.

d. The Relief claimed is as follows:

By the Survivor Class:

- i. a Declaration that Canada owed and was in breach of the fiduciary, constitutionally-mandated, statutory and common law duties to the Survivor Class Representative Plaintiffs and the other Survivor Class members in relation to the purpose, establishment, funding, operation, supervision, control, maintenance, obligatory attendance of Survivor Class members at, and support of, the Residential Schools;
- ii. a Declaration that members of the Survivor Class have Aboriginal Rights to speak their traditional languages, to engage in their traditional customs and religious practices and to govern themselves in their traditional manner;
- iii. a Declaration that Canada breached the linguistic and cultural rights (Aboriginal Rights or otherwise) of the Survivor Class;
- iv. a Declaration that the Residential Schools Policy and the Residential Schools caused Cultural, Linguistic and Social Damage and irreparable harm to the Survivor Class;
- v. a Declaration that Canada is liable to the Survivor Class Representative Plaintiffs and other Survivor Class members for the damages caused by its breach of fiduciary, constitutionally-mandated, statutory and common law duties, and Aboriginal Rights and for the intentional infliction of mental distress, as well as breaches of International Conventions and Covenants, and breaches of international law, in relation to the purpose,

establishment, funding, operation, supervision, control and maintenance, and obligatory attendance of Survivor Class members at and support of the Residential Schools;

- vi. general damages for negligence, breach of fiduciary, constitutionally-mandated, statutory and common law duties, Aboriginal Rights and intentional infliction of mental distress, as well as breaches of International Conventions and Covenants, and breaches of international law, for which Canada is liable;
- vii. pecuniary damages and special damages for negligence, loss of income, loss of earning potential, loss of economic opportunity, loss of educational opportunities, breach of fiduciary, constitutionally-mandated, statutory and common law duties, Aboriginal Rights and for intentional infliction of mental distress, as well as breaches of International Conventions and Covenants, and breaches of international law including amounts to cover the cost of care, and to restore, protect and preserve the linguistic and cultural heritage of the members of the Survivor Class for which Canada is liable;
- viii. exemplary and punitive damages for which Canada is liable; and
- ix. pre-judgment and post-judgment interest and costs

By the Descendant Class:

- i. a Declaration that Canada owed and was in breach of the fiduciary, constitutionally-mandated, statutory and common law duties owed to the Descendant Class Representative Plaintiffs and the other Descendant Class members in relation to the purpose, establishment, funding, operation, supervision, control, maintenance, obligatory attendance of Survivor Class members at, and support of, the Residential Schools;
- ii. a Declaration that the Descendant Class have Aboriginal Rights to speak their traditional languages, to engage in their traditional customs and religious practices and to govern themselves in their traditional manner
- iii. a Declaration that Canada breached the linguistic and cultural rights (Aboriginal Rights or otherwise) of the Descendant Class;
- iv. a Declaration that the Residential Schools Policy and the Residential Schools caused Cultural, Linguistic and Social Damage and irreparable harm to the Descendant Class;
- v. a Declaration that Canada is liable to the Descendant Class Representative Plaintiffs and other Descendant Class members for the damages caused by its breach of fiduciary and constitutionally-mandated duties and Aboriginal Rights, as well as breaches of International Conventions and Covenants, and breaches of international law, in relation to the purpose, establishment, funding, operation, supervision, control and maintenance, and obligatory attendance of Survivor Class members at, and support of, the Residential Schools;

- vi. general damages for breach of fiduciary and constitutionally-mandated duties and Aboriginal Rights, as well as breaches of International Conventions and Covenants, and breaches of international law, for which Canada is liable;
- vii. pecuniary damages and special damages for breach of fiduciary and constitutionally-mandated duties and Aboriginal Rights, as well as breaches of International Conventions and Covenants, and breaches of international law, including amounts to cover the cost of care, and to restore, protect and preserve the linguistic and cultural heritage of the members of the Descendant Class for which Canada is liable;
- viii. exemplary and punitive damages for which Canada is liable; and
- ix. pre-judgment and post-judgment interest and costs.

By the Band Class:

- i. a Declaration that the Sechelt Indian Band and Tk'emlúps te Secwépemc Indian Band, and all members of the Band Class, have Aboriginal Rights to speak their traditional languages, to engage in their traditional customs and religious practices and to govern themselves in their traditional manner;
- ii. a Declaration that Canada owed and was in breach of the fiduciary, constitutionally-mandated, statutory and common law duties, as well as breaches of International Conventions and Covenants, and breaches of international law, to the Band Class members in relation to the purpose, establishment, funding, operation, supervision, control, maintenance,

obligatory attendance of Survivor Class members at, and support of, the SIRS and the KIRS and other Identified Residential Schools;

- iii. a Declaration that the Residential Schools Policy and the KIRS, the SIRS and Identified Residential Schools caused Cultural, Linguistic and Social Damage and Irreparable harm to the Band Class;
- iv. a Declaration that Canada was or is in breach of the Band Class members' linguistic and cultural rights, (Aboriginal Rights or otherwise), as well as breaches of International Conventions and Covenants, and breaches of international law, as a consequence of its establishment, funding, operation, supervision, control and maintenance, and obligatory attendance of Survivor Class members at and support of the Residential Schools Policy, and the Identified Residential Schools;
- v. a Declaration that Canada is liable to the Band Class members for the damages caused by its breach of fiduciary and constitutionally mandated duties and Aboriginal Rights, as well as breaches of International Conventions and Covenants, and breaches of international law, in relation to the purpose, establishment, funding, operation, supervision, control and maintenance, and obligatory attendance of Survivor Class members at and support of the Identified Residential Schools;
- vi. non-pecuniary and pecuniary damages and special damages for breach of fiduciary and constitutionally mandated duties and Aboriginal Rights, as well as breaches of International Conventions and Covenants, and breaches of international law, including amounts to cover the ongoing cost

of care and development of wellness plans for members of the bands in the Band Class, as well as the costs of restoring, protecting and preserving the linguistic and cultural heritage of the Band Class for which Canada is liable;

- vii. The construction and maintenance of healing and education centres in the Band Class communities and such further and other centres or operations as may mitigate the losses suffered and that this Honourable Court may find to be appropriate and just;
- viii. exemplary and punitive damages for which Canada is liable; and
- ix. pre-judgment and post-judgment interest and costs

e. The Common Questions of Law or Fact are:

- a. Through the purpose, operation or management of any of the Residential Schools during the Class Period, did the Defendant breach a fiduciary duty owed to the Survivor, Descendant and Band Class, or any of them, not to destroy their language and culture?
- b. Through the purpose, operation or management of any of the Residential Schools during the Class Period, did the Defendant breach the cultural and/or linguistic rights, be they Aboriginal Rights or otherwise of the Survivor, Descendant and Band Class, or any of them?

- c. Through the purpose, operation or management of any of the Residential Schools during the Class Period, did the Defendant breach a fiduciary duty owed to the Survivor Class to protect them from actionable mental harm?
- d. Through the purpose, operation or management of any of the Residential Schools during the Class Period, did the Defendant breach a duty of care owed to the Survivor Class to protect them from actionable mental harm?
- e. If the answer to any of (a)-(d) above is yes, can the Court make an aggregate assessment of the damages suffered by the Class as part of the common issues trial?
- f. If the answer to any of (a)-(d) above is yes, was the Defendant guilty of conduct that justifies an award of punitive damages; and
- g. If the answer to (f) above is yes, what amount of punitive damages ought to be awarded?
- h. The following definitions apply to this Order:
 - a. "Aboriginal(s)", "Aboriginal Person(s)" or "Aboriginal Child(ren)" means a person or persons whose rights are recognized and affirmed by the *Constitution Act, 1982, s. 35*;
 - b. "Aboriginal Right(s)" means any or all of the Aboriginal and treaty rights recognized and affirmed by the *Constitution Act, 1982, section. 35*;

- c. "Act" means the *Indian Act*, R.S.C. 1985, c. I-5 and its predecessors as have been amended from time to time;
- d. "Agreement" means the Indian Residential Schools Settlement Agreement dated May 10, 2006 entered into by Canada to settle claims relating to Residential Schools as approved in the orders granted in various jurisdictions across Canada;
- e. "Canada" means the Defendant, Her Majesty the Queen;
- f. "Class Period" means 1920 to 1997;
- g. "Cultural, Linguistic and Social Damage" means the damage or harm caused by the creation and implementation of Residential Schools and Residential Schools Policy to the educational, governmental, economic, cultural, linguistic, spiritual and social customs, practices and way of life, traditional governance structures, as well as to the community and individual security and wellbeing, of Aboriginal Persons;
- h. "Identified Residential School(s)" means the KIRS or the SIRS or any other Residential School specifically identified as a member of the Band Class;
- i. "KIRS" means the Kamloops Indian Residential School;
- j. "Residential Schools" means all Indian Residential Schools recognized under the Agreement and listed in Schedule "A" appended to this Order

which Schedule may be amended from time to time by Order of this Court.;

k. "Residential Schools Policy" means the policy of Canada with respect to the implementation of Indian Residential Schools; and

l. "SIRS" means the Sechelt Indian Residential School.

g. The manner and content of notices to class members shall be approved by this Court. Class members in the Survivor and Descendent class shall have until October 30, 2015 in which to opt-out, or such other time as this Court may determine. Members of the Band Class will have 6 months within which to opt-in from the date of publication of the notice as directed by the Court, or other such time as this Court may determine.

h. Either party may apply to this Court to amend the list of Residential Schools set out in Schedule "A" for the purpose of these proceedings.

"Sean Harrington"

Judge

SCHEDULE "A"
to the Order of Justice Harrington
LIST OF RESIDENTIAL SCHOOLS

British Columbia Residential Schools

Ahousait

Alberni

Cariboo (St. Joseph's, William's Lake)

Christie (Clayoquot, Kakawis)

Coqualeetza from 1924 to 1940

Cranbrook (St. Eugene's, Kootenay)

Kamloops

Kuper Island

Lejac (Fraser Lake)

Lower Post

St. George's (Lytton)

St. Mary's (Mission)

St. Michael's (Alert Bay Girls' Home, Alert Bay Boys' Home)

Sechelt

St. Paul's (Squamish, North Vancouver)

Port Simpson (Crosby Home for Girls)

Kitimaat

Anahim Lake Dormitory (September 1968 to June 1977)

Alberta Residential Schools

Assumption (Hay Lake)
 Blue Quills (Saddle Lake, Lac la Biche, Sacred Heart)
 Crowfoot (Blackfoot, St. Joseph's, Ste. Trinité)
 Desmarais (Wabiscaw Lake, St. Martin's, Wabasca Roman Catholic)
 Edmonton (Poundmaker, replaced Red Deer Industrial)
 Ermineskin (Hobbema)
 Holy Angels (Fort Chipewyan, École des Saint-Auges)
 Fort Vermilion (St. Henry's)
 Jossard (St. Bruno's)
 Lac La Biche (Notre Dame des Victoires)
 Lesser Slave Lake (St. Peter's)
 Morley (Stony/Stoney, replaced McDougall Orphanage)
 Old Sun (Blackfoot)
 Sacred Heart (Peigan, Brocket)
 St. Albert (Youville)
 St. Augustine (Smokey-River)
 St. Cyprian (Queen Victoria's Jubilee Home, Peigan)
 St. Joseph's (High River, Dunbow)
 St. Mary's (Blood, Immaculate Conception)
 St. Paul's (Blood)
 Sturgeon Lake (Calais, St. Francis Xavier)
 Wabasca (St. John's)
 Whitefish Lake (St. Andrew's)
 Grouard to December 1957
 Sarcee (St. Barnabas)

Saskatchewan Residential Schools

Beauval (Lac la Plonge)

File Hills

Gordon's

Lac La Rouge (see Prince Albert)

Lebret (Qu'Appelle, Whitecalf, St. Paul's High School)

Marieval (Cowessess, Crooked Lake)

Muscowequan (Lestock, Touchwood)

Onion Lake Anglican (see Prince Albert)

Prince Albert (Onion Lake, St. Alban's, All Saints, St. Barnabas, Lac La Ronge)

Regina

Round Lake

St. Anthony's (Onion Lake, Sacred Heart)

St. Michael's (Duck Lake)

St. Philip's

Sturgeon Landing (replaced by Guy Hill, MB)

Thunderchild (Delmas, St. Henri)

Crowstand

Fort Pelly

Cote Improved Federal Day School (September 1928 to June 1940)

Manitoba Residential Schools

Assiniboia (Winnipeg)

Birtle

Brandon

Churchill Vocational Centre

Cross Lake (St. Joseph's, Norway House)

Dauphin (replaced McKay)
 Elkhorn (Washakada)
 Fort Alexander (Pine Falls)
 Guy Hill (Clearwater, the Pas, formerly Sturgeon Landing, SK)
 McKay (The Pas, replaced by Dauphin)
 Norway House
 Pine Creek (Campeville)
 Portage la Prairie
 Sandy Bay
 Notre Dame Hostel (Norway House Catholic, Jack River Hostel, replaced Jack River Annex at Cross Lake)

Ontario Residential Schools

Bishop Horden Hall (Moose Fort, Moose Factory)
 Cecilia Jeffrey (Kenora, Shoal Lake)
 Chupleno (St. Joseph's)
 Fort Frances (St. Margaret's)
 McIntosh (Kenora)
 Mohawk Institute
 Mount Elgin (Muncey, St. Thomas)
 Pelican Lake (Pelican Falls)
 Poplar Hill
 St. Anne's (Fort Albany)
 St. Mary's (Kenora, St. Anthony's)
 Shingwauk
 Spanish Boys' School (Charles Garnier, St. Joseph's)
 Spanish Girls' School (St. Joseph's, St. Peter's, St. Anne's)
 St. Joseph's/Fort William

Stirland Lake High School (Wahbon Bay Academy) from September 1, 1971 to June 30, 1991

Cristal Lake High School (September 1, 1976 to June 30, 1986)

Quebec Residential Schools

Anios

Fort George (Anglican)

Fort George (Roman Catholic)

La Tuque

Point Bleue

Sept-Îles

Federal Hostels at Great Whale River

Federal Hostels at Port Harrison

Federal Hostels at George River

Federal Hostel at Payne Bay (Bellin)

Fort George Hostels (September 1, 1975 to June 30, 1978)

Mistassini Hostels (September 1, 1971 to June 30, 1978)

Nova Scotia Residential Schools

Shubenacadie

Nunavut Residential Schools

Chesterfield Inlet (Joseph Bernier, Turquetil Hall)

Federal Hostels at Panniqtuug/Pangnirtang

Federal Hostels at Broughton Island/Qikiqtarjuaq

Federal Hostels at Cape Dorset Kinngait

Federal Hostels at Eskimo Point/Arviat

Federal Hostels at Igloodik/Iglulik

Federal Hostels at Baker Lake/Qamani'tuaq

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Federal Hostels at Pond Inlet/Mittimatalik

Federal Hostels at Cambridge Bay

Federal Hostels at Lake Harbour

Federal Hostels at Belcher Islands

Federal Hostels at Frobisher Bay/Ukkivik

Federal Tent Hostel at Coppermine

Northwest Territories Residential Schools

Aklavik (Immaculate Conception)

Aklavik (All Saints)

Fort McPherson (Fleming Hall)

Ford Providence (Sacred Heart)

Fort Resolution (St. Joseph's)

Fort Simpson (Bompas Hall)

Fort Simpson (Lapointe Hall)

Fort Smith (Breynat Hall)

Hay River-(St. Peter's)

Inuvik (Grollier Hall)

Inuvik (Stranger Hall)

Yellowknife (Akaitcho Hall)

Fort Smith -Grandin College

Federal Hostel at Fort Franklin

Yukon Residential Schools

Carcross (Chooulta)

Yukon Hall (Whitehorse/Protestant Hostel)

Coudert Hall (Whitehorse Hostel/Student Residence -replaced by Yukon Hall)

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Whitehorse Baptist Mission

Shingle Point Eskimo Residential School

St. Paul's Hostel from September 1920 to June 1943

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Schedule B.1 – September 24, 2021 Order (order only) + Schedule G of the Settlement Agreement

68 SCHEDULE B.1

0079

Federal Court



Cour fédérale

Date: 20210924

Docket: T-1542-12

Citation: 2021 FC 988

Vancouver, British Columbia, September 24, 2021

PRESENT: The Honourable Madam Justice McDonald

BETWEEN:

CHIEF SHANE GOTTFRIEDSON, ON HIS
OWN BEHALF AND ON BEHALF OF ALL
THE MEMBERS OF THE TK'EMLÚPS TE
SECWÉPENC INDIAN BAND AND THE
TK'EMLÚPS TE SECWÉPENC INDIAN
BAND, CHIEF GARRY FESCHUK, ON HIS
OWN BEHALF AND ON BEHALF OF ALL
MEMBERS OF THE SECHelt INDIAN
BAND AND THE SECHelt INDIAN BAND,
VIOLET CATHERINE GOTTFRIEDSON,
DOREEN LOUISE SEYMOUR, CHARLOTTE
ANNE VICTORINE GILBERT, VICTOR
FRASER, DIENA MARIE JULES, AMANDA
DEANNE BIG SORREL HORSE, DARLENE
MATILDA BULPIT, FREDERICK JOHNSON,
ABIGAIL MARGARET AUGUST, SHELLY
NADINE HOEHNE,
DAPHNE PAUL,
AARON JOE AND RITA POULSEN

Plaintiffs

and

HER MAJESTY THE QUEEN IN RIGHT OF
CANADA

Defendant

ORDER IN T-1542-12

THIS COURT ORDERS that:

1. The Settlement Agreement dated June 4, 2021 and attached as Schedule "A" is fair and reasonable and in the best interests of the Survivor and Descendant Classes, and is hereby approved pursuant to Rule 334.29(1) of the *Federal Courts Rules*, SOR/98-106, and shall be implemented in accordance with its terms;
2. The Settlement Agreement, is binding on all Canada and all Survivor Class Members and Descendant Class Members, including those persons who are minors or are mentally incapable, and any claims brought on behalf of the estates of Survivor and Descendant Class Members;
3. The Survivor Class and Descendant Class Claims set out in the First Re-Amended Statement of Claim filed June 26, 2015, are dismissed and the following releases and related Orders are made and shall be interpreted as ensuring the conclusion of all Survivor and Descendant Class claims, in accordance with sections 42.01 and 43.01 of the Settlement Agreement as follows:
 - each Survivor Class Member or, if deceased, their estate (hereinafter "Survivor Releasor"), has fully, finally and forever released Canada, her servants, agents, officers and employees, from any and all actions, causes of action, common law, Quebec civil law and statutory liabilities, contracts, claims, and demands of every nature or kind available, asserted for the Survivor Class in the First Re-Amended Statement of Claim filed June 26, 2015, in the Action or that could have been

asserted by any of the Survivor Releasors as individuals in any civil action, whether known or unknown, including for damages, contribution, indemnity, costs, expenses, and interest which any such Survivor Releasor ever had, now has, or may hereafter have due to their attendance as a Day Scholar at any Indian Residential School at any time;

- b. each Descendant Class Member or, if deceased, their estate (hereinafter "Descendant Releasor"), has fully, finally and forever released Canada, her servants, agents, officers and employees, from any and all actions, causes of action, common law, Quebec civil law and statutory liabilities, contracts, claims, and demands of every nature or kind available, asserted for the Descendant Class in the First Re-Amended Statement of Claim filed June 26, 2015, in the Action or that could have been asserted by any of the Descendant Releasors as individuals in any civil action, whether known or unknown, including for damages, contribution, indemnity, costs, expenses, and interest which any such Descendant Releasor ever had, now has, or may hereafter have due to their respective parents' attendance as a Day Scholar at any Indian Residential School at any time;
- c. all causes of actions/claims asserted by, and requests for pecuniary, declaratory or other relief with respect to the Survivor Class Members and Descendant Class Members in the First Re-Amended Statement of Claim filed June 26, 2015, are dismissed on consent of the Parties without determination on their merits, and will not be adjudicated as part of the determination of the Band Class claims;

- d. Canada may rely on the above-noted releases as a defence in any lawsuit that purports to seek compensation from Canada for the claims of the Survivor Class and Descendant Class as set out in the First Re-Amended Statement of Claim;
- e. for additional certainty, however, the above releases and this Approval Order will not be interpreted as if they release, bar or remove any causes of action or claims that Band Class Members may have in law as distinct legal entities or as entities with standing and authority to advance legal claims for the violation of collective rights of their respective Aboriginal peoples, including to the extent such causes of action, claims and/or breaches of rights or duties owed to the Band Class are alleged in the First Re-Amended Statement of Claim filed June 26, 2015, even if those causes of action, claims and/or breaches of rights or duties are based on alleged conduct towards Survivor Class Members or Descendant Class Members set out elsewhere in either of those documents;
- f. each Survivor Releasor and Descendant Releasor is deemed to agree that, if they make any claim or demand or take any action or proceeding against another person, persons, or entity in which any claim could arise against Canada for damages or contribution or indemnity and/or other relief over, whether by statute, common law, or Quebec civil law, in relation to allegations and matters set out in the Action, including any claim against provinces or territories or other legal entities or groups, including but not limited to religious or other institutions that were in any way involved with Indian Residential Schools, the Survivor Releasor or Descendant Releasor will expressly limit their claim so as to exclude any portion of Canada's responsibility;

- g. upon a final determination of a Claim made under and in accordance with the Claims Process, each Survivor Releasor and Descendant Releasor is also deemed to agree to release the Parties, Class Counsel, counsel for Canada, the Claims Administrator, the Independent Reviewer, and any other party involved in the Claims Process, with respect to any claims that arise or could arise out of the application of the Claims Process, including but not limited to the sufficiency of the compensation received; and
 - h. Canada's obligations and liabilities under the Settlement Agreement constitute the consideration for the releases and other matters referred to in the Settlement Agreement and such consideration is in full and final settlement and satisfaction of any and all claims referred to therein and the Survivor Releasors and Descendant Releasors are limited to the benefits provided and compensation payable pursuant to the Settlement Agreement, in whole or in part, as their only recourse on account of any and all such actions, causes of actions, liabilities, claims, and demands.
5. The Court reserves exclusive and continuing jurisdiction over the claims of the Survivor and Descendant Classes in this action, for the limited purpose of implementing the Settlement Agreement and enforcing the Settlement Agreement and this Approval Order.
 6. Deloitte LLP is hereby appointed as Claims Administrator.
 7. The fees, disbursements, and applicable taxes of the Claims Administrator shall be paid by Canada in their entirety, as set out in section 40.01 of the Settlement Agreement.

8. The Claims Administrator shall facilitate the claims administration process, and report to the Court and the Parties in accordance with the terms of the Settlement Agreement.
9. No person may bring any action or take any proceeding against the Claims Administrator or any of its employees, agents, partners, associates, representatives, successors or assigns for any matter in any way relating to the Settlement Agreement, the implementation of this Order or the administration of the Settlement Agreement and this Order, except with leave of this Court.
10. Prior to the Implementation Date, the Parties will move for approval of the form and content of the Claim Form and Estate Claim Form.
11. Prior to the Implementation Date, the Parties will identify and propose an Independent Reviewer or Independent Reviewers for Court appointment.
12. Class Counsel shall report to the Court on the administration of the Settlement Agreement. The first report will be due six (6) months after the Implementation Date and no less frequently than every six (6) months thereafter, subject to the Court requiring earlier reports, and subject to Class Counsel's overriding obligation to report as soon as reasonable on any matter which has materially impacted the implementation of the terms of the Settlement Agreement.
13. The Certification Order of Justice Harrington, dated June 18, 2015, will be amended as requested

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14. The Plaintiffs are granted leave to amend the First Re-Amended Statement of Claim in the form attached hereto.
15. There will be no costs of this motion.

"Ann Marie McDonald"
Judge

SCHEDULE G

ORDER

THIS COURT ORDERS that:

1. The above captioned proceeding is certified as a class proceeding with the following conditions:

a. The Class shall be defined as:

The Tk'emlúps te Secwépemc Indian Band and the Sechelt Indian Band and any other Indian Band(s) which:

- (i) has or had some members who are or were members who were Survivors or in whose community a Residential School is located; and
- (ii) is specifically added to this claim with one or more specifically identified Residential Schools.

b. The Class's Representative Plaintiffs shall be:

Tk'emlúps te Secwépemc Indian Band, and

Sechelt Indian Band

c. The nature of the claims of the Class are:

Breaches of fiduciary and constitutionally mandated duties, breach of Aboriginal Rights, breaches of International Conventions and/or Covenants, and breaches of international law committed by or on behalf of Canada for which Canada is liable

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d. The relief claimed by the Class is as follows:

- i. a Declaration that the Sechelt Indian Band and Tk'emlupst'ec Secwepemc Indian Band, and all members of the Class, have Aboriginal Rights to speak their traditional languages, to engage in their traditional customs and religious practices;
- ii. a Declaration that Canada owed and was in breach of the fiduciary, constitutionally-mandated, statutory and common law duties, as well as breaches of International Conventions and Covenants, and breaches of international law, to the Class members in relation to the purpose, establishment, funding, operation, supervision, control, maintenance, obligatory attendance of Survivors at, and support of, the SIRS and the KIRS and other Identified Residential Schools;
- iii. a Declaration that the Residential Schools Policy and the KIRS, the SIRS and Identified Residential Schools caused Cultural, Linguistic and Social Damage and irreparable harm to the Class;
- iv. a Declaration that Canada was or is in breach of the Class members' linguistic and cultural rights (Aboriginal Rights) or otherwise, as well as breaches of International Conventions and Covenants, and breaches of international law, as a consequence of its establishment, funding, operation, supervision, control and maintenance, and obligatory attendance of Survivors at and support of the Residential Schools Policy, and the Identified Residential Schools;

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- v. a Declaration that Canada is liable to the Class members for the damages caused by its breach of fiduciary and constitutionally mandated duties and Aboriginal Rights, as well as breaches of International Conventions and Covenants, and breaches of international law, in relation to the purpose, establishment, funding, operation, supervision, control and maintenance and obligatory attendance of Survivors at and support of the Identified Residential Schools;
 - vi. non pecuniary and pecuniary damages and special damages for breach of fiduciary and constitutionally mandated duties and Aboriginal Rights, as well as breaches of International Conventions and Covenants, and breaches of international law, including amounts to cover the ongoing cost of care and development of wellness plans for members of the bands in the Class, as well as the costs of restoring, protecting and preserving the linguistic and cultural heritage of the Class for which Canada is liable;
 - vii. The construction and maintenance of healing and education centres in the Class communities and such further and other centres or operations as may mitigate the losses suffered and that this Honourable Court may find to be appropriate and just;
 - viii. exemplary and punitive damages for which Canada is liable, and
 - ix. pre-judgment and post-judgment interest and costs.
- e. The common questions of law or fact are

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- a Through the purpose, operation or management of any of the Residential Schools during the Class Period, did the Defendant breach a fiduciary duty owed to the Class not to destroy their language and culture?
- b Through the purpose, operation or management of any of the Residential Schools during the Class Period, did the Defendant breach the cultural and/or linguistic rights, be they Aboriginal Rights or otherwise, of the Class?
- c If the answer to any of (a)-(b) above is yes, can the Court make an aggregate assessment of the damages suffered by the Class as part of the common issues trial?
- d If the answer to any of (a)-(b) above is yes, was the Defendant guilty of conduct that justifies an award of punitive damages; and
- e If the answer to (d) above is yes, what amount of punitive damages ought to be awarded?
- f The following definitions apply to this Order
 - a "Aboriginal(s)", "Aboriginal Person(s)" or "Aboriginal Individual(s)" means a person or persons whose rights are recognized and affirmed by the *Constitution Act, 1982*, s. 35;
 - b "Aboriginal Right(s)" means any or all of the Aboriginal and treaty rights recognized and affirmed by the *Constitution Act, 1982*, s. 35;

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- c "Agreement" means the Indian Residential Schools Settlement Agreement dated May 10, 2006, entered into by Canada to settle claims relating to Residential Schools as approved in the orders granted in various jurisdictions across Canada.
- d "Canada" means the Defendant, Her Majesty the Queen
- e "Class Period" means 1920 to 1997;
- f "Cultural, Linguistic and Social Damage" means the damage or harm caused by the creation and implementation of Residential Schools and Residential Schools Policy to the educational, governmental, economic, cultural, linguistic, spiritual and social customs, practices and way of life, traditional governance structures, as well as to the community and individual security and wellbeing, of Aboriginal Persons;
- g "Identified Residential School(s)" means the KIRS or the SIRS or any other Residential School specifically identified as a member of the Band Class;
- h "KIRS" means the Kamloops Indian Residential School
- i "Residential Schools" means all Indian Residential Schools recognized under the Agreement and listed in Schedule "A" appended to this Order which Schedule may be amended from time to time by Order of this Court.
- j "Residential Schools Policy" means the policy of Canada with respect to the implementation of Indian Residential Schools.

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k. "Survivors" means all Aboriginal persons who attended as a student or for educational purposes for any period at a Residential School, during the Class Period, excluding, for any individual Survivor, such periods of time for which that Survivor received compensation by way of the Common Experience Payment under the Agreement. For greater clarity, Survivors are all those who were members of the formerly certified Survivor Class in this proceeding, whose claims were settled on terms set out in the Settlement Agreement signed on [DATE], and approved by the Federal Court on [DATE]; and

l. "SIRS" means the Sechelt Indian Residential School

g. Members of the Class are the representative plaintiff Indian Bands as well as those Indian Bands that opted in by the opt-in deadline previously set by this Court.

h. Either party may apply to this Court to amend the list of Residential Schools set out in Schedule "A" hereto, for the purpose of this proceeding.

Judge

Schedule B.2 – February 8, 2022 Order (order only)

81 SCHEDULE B.2

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Federal Court



Cour fédérale

Date: 20220208

Docket: T-1542-12

Ottawa, Ontario, February 8, 2022

PRESENT: Madam Justice McDonald

BETWEEN:

CHIEF SHANE GOTTFRIEDSON, on his own behalf and on behalf of all the
members of the TK'EMLUPS TE SECWÉPEMC INDIAN BAND and the
TK'EMLUPS TE SECWÉPEMC INDIAN BAND, CHIEF GARRY FESCHUK,
on his own behalf and on behalf of all the members of the
SECHelt INDIAN BAND and the SECHelt INDIAN BAND,
VIOLET CATHERINE GOTTFRIEDSON,
CHARLOTTE ANNE VICTORINE GILBERT, DIENA MARIE JULES,
AMANDA DEANNE BIG SORREL HORSE, DARLENE MATILDA BULPIT,
FREDERICK JOHNSON, DAPHNE PAUL, and RITA POULSEN

Plaintiffs

and

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

Defendant

ORDER

(Representative Plaintiffs' Motion to Extend the Band Class Opt-In Period)

UPON MOTION by the Representative Plaintiffs for an Order varying the Certification Order dated June 18, 2015 (the "Certification Order"), an Order that the opt-in period for Indian Bands to be added as Class members be extended to May 31, 2022, an Order approving a Notice to potential Class members in the form attached as Schedule "A", an Order directing the

Representative Plaintiffs to distribute the Notice to potential Class members in accordance with the Representative Plaintiffs' plan of notice, as set out in the affidavit of Peter R. Grant, and an Order granting leave to amend the First Re-Amended Statement of Claim in the form attached hereto as Schedule "B".

AND UPON ON READING the Affidavit of Peter R. Grant, sworn January 12, 2022, filed, and upon reviewing the Certification Order and the pleadings and proceedings herein;

AND UPON NOTING the consent of the Defendant to the relief sought on this motion;

AND CONSIDERING that the relief sought herein is in the best interests of the Class as a whole;

THIS COURT ORDERS that:

1. Pursuant to Rule 334.19 of the *Federal Courts Rules*, the definition of "Band Class" set out at paragraph 1(a) of the Certification Order, as previously amended to "Class" by paragraph 13 and Schedule G of the Order dated September 24, 2021, is hereby struck and amended with the definition of "Class" below, and the definition of "Indian Band" is added as paragraph 1 (f) m. of the Certification Order, as follows:

1 (a) "Class" means the Tk'emlúps te Secwépemc Indian Band and the sláishálli band and any other Indian Band that:

- (i) has or had some members who are or were Survivors, or in whose community a Residential School is or was located, and
- (ii) is specifically added to this claim in relation to one or more specifically identified Residential Schools.

1 (f) m. "Indian Band" means any entity that:

- (i) Is either a "band" as defined in s.2(1) of the *Indian Act* or a band, First Nation, Nation or other Indigenous group that is party to a self-government agreement or treaty implemented by an Act of Parliament recognizing or establishing it as a legal entity; and
 - (ii) Asserts that it holds rights recognized and affirmed by section 35 of the Constitution Act, 1982.
- 2. All Indian Bands, as defined in paragraph 1 of this Order that otherwise meet the eligibility requirements set out in paragraph 1(a) of this Order for being a Class member but have not already opted into and therefore been added to the claim shall have from the date of this Order until May 31, 2022 at 11:59 pm PST (the "Additional Opt-in Period") to opt into this action;
- 3. Pursuant to Rule 334.32(5) of the *Federal Courts Rules*, the form of notice of the Additional Opt-in Period, and opt in form included in the notice, set out at Schedule "A" to this Order (the "Notice") is approved for dissemination to Indian Bands not already Class members by this Court;
- 4. Pursuant to Rule 334.32(4) of the *Federal Courts Rules*, that the Representative Plaintiffs shall provide notice of the Additional Opt-in Period to all Indian Bands not already Class members as soon as reasonably practicable, by:
 - (a) Posting the Notice on this class proceeding's websites at www.justicefordayscholars.ca and www.bandreparations.ca.
 - (b) Posting the Notice (or links to the notice) on the website of Class Counsel;
 - (c) Direct mailing and emailing the Notice to all Indian Bands known to Class Counsel, or made known to Class Counsel by the Defendant that are not already Class members;

5. Class Counsel, within 7 days of this Order, shall produce to the Defendant a list of all Indian Bands known to Class Counsel to whom Class Counsel intends to disseminate the Notice in accordance with paragraph 4(c) (the "List of Bands");
6. The Defendant shall produce to Class Counsel a list of, and contact information for, any other Indian Band it believes may be eligible to opt-into this action that is not on the List of Bands. Class Counsel shall thereafter promptly disseminate the Notice to that those Indian Band(s);
7. Within 14 days of the expiry of the Additional Opt-in Period, Class Counsel shall provide to the Court a list of Indian Bands that have opted into this action during the Additional Opt-in Period.
8. Within 14 days of the expiry of the Additional Opt-in Period, Class Counsel shall provide to the Defendant a list of Indian Bands that have opted into this action during the Additional Opt-in Period, together with the bases identified by each Indian Band of its eligibility to opt into the Class, including the Indian Residential School(s) at issue and the years at issue ("Opt-in Information");
9. By March 1, 2022, Class Counsel shall provide the Defendant with Opt-in Information relating to each Indian Band that is a Class Member as of the date of this Order;
10. Within 60 days of expiry of the Additional Opt-in Period, the Defendant may examine the Representative Plaintiffs for discovery for up to two hours each, unless extended by further Order, solely for the purpose of addressing any issues arising from the addition of new Class members;

11. A case management conference shall be arranged with the Court prior to August 5, 2022 to address any outstanding issues related to pre-trial deadlines or issues raised by newly opted in Class members;
12. The style of cause is amended, with immediate effect, as proposed by the Representative Plaintiffs in Schedule "B", and the Representative Plaintiffs are granted leave to amend the First Re-Amended Statement of Claim in the form attached hereto as Schedule "B"; and
13. There shall be no costs of this motion.

"Ann Marie McDonald"
Judge

Schedule C – List of Opted in Band Members

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SCHEDULE C **SCHEDULE "A"**

List of Class Members

September 2, 2022

	Province / Territory	Indian Band/ FN	Identified Indian Residential School(s)	Opt In Basis
1	NT	Deh Gah Got'ie Council	Fort Providence (Sacred Heart)	IRS Located in Community
2	NT	Deline First Nation dissolved Sept 1, 2016 and became Deline Got'ine Government	Federal Hostel at Fort Franklin; Inuvik (Grollier Hall)	IRS Located in Community; IRS Attended by Member(s)
3	NT	Deninu K'ue FN	Fort Resolution (St. Joseph's)	IRS Located in Community
4	NT	Ka'a'gee Tu FN	Fort Smith (Breynat Hall); Fort Simpson (LaPointe Hall)	IRS Attended by Member(s)
5	NT	Katlodzeeche FN	Fort Smith - Grandin College	IRS Located in Community
6	NT	Lidlii Kue FN	Fort Simpson (LaPointe Hall)	IRS Located in Community
7	NT	Lutsel K'e Dene FN	Fort Resolution (St. Joseph's)	IRS Attended by Member(s)
8	NT	Nahanni Hute Dene Band	Fort Simpson (LaPointe Hall)	IRS Attended by Member(s)
9	NT	Smith's Landing First Nation	Holy Angels (Fort Chipewyan, École des Saint-Anges); Fort Simpson (Bompas Hall); Fort Smith (Breynat Hall); Fort Smith - Grandin College	IRS Located in Community; IRS Attended by Member(s)
10	NT	West Point FN	Fort Providence (Sacred Heart)	IRS Attended by Member(s)
11	BC	Adams Lake IB	Kamloops	IRS Attended by Member(s)
12	BC	Ahousah	Christie (Clayoquot; Kakawis); Ahousah	IRS Located in Community
13	BC	Ashcroft Indian Band	St. George's (Lytton)	IRS Located in Community
14	BC	ʔaq'am	Cranbrook (St. Eugene's, Kootenay)	IRS Located in Community
15	BC	Bonaparte IB	Kamloops	IRS Attended by Member(s)
16	BC	Boothroyd IB	St. George's (Lytton)	IRS Attended by Member(s)

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	Province / Territory	Indian Band/ FN	Identified Indian Residential School(s)	Opt In Basis
17	BC	Beecher Bay FN	Alberni	IRS Attended by Member(s)
18	BC	590 Bridge River IB	Kamloops; St. Mary's (Mission)	IRS Attended by Member(s)
19	BC	Canim Lake Band	Cariboo (St. Joseph's, William's Lake)	IRS Located in Community
20	BC	Cayoote Creek IB	Cariboo (St. Joseph's, William's Lake); Kamloops; St. George's (Lytton); St. Mary's (Mission)	IRS Attended by Member(s)
21	BC	Chawathul FN	St. Mary's (Mission)	IRS Attended by Member(s)
22	BC	Cheslatta Carrier Nation	Lejac (Fraser Lake)	IRS Attended by Member(s)
23	BC	Cheam First Nation	St. Mary's (Mission)	IRS Attended by Member(s)
24	BC	Coldwater IB	Kamloops	IRS Located in Community
25	BC	Cook's Ferry IB	St. George's (Lytton)	IRS Attended by Member(s)
26	BC	Cowichan Tribes	Kuper Island; St. Mary's (Mission)	IRS Located in Community; IRS Attended by Member(s)
27	BC	Da'naxda'xw/Awaetlala Nation	St. Michael's (Alert Bay Girls' Home, Alert Bay Boys' Home)	IRS Located in Community
28	BC	Douglas First Nation	St. Mary's (Mission)	IRS Attended by Member(s)
29	BC	Esdilagh First Nations	Cariboo (St. Joseph's, William's Lake)	IRS Located in Community
30	BC	Ehatesah Chanehkint	Christie (Clayoquot, Kakawis)	IRS Located in Community; IRS Attended by Member(s)
31	BC	Esk'eteme	Cariboo (St. Joseph's, William's Lake)	IRS Located in Community
32	BC	Fort Nelson First Nation	Kamloops	IRS Attended by Member(s)
33	BC	Gitanmaax	Lejac (Fraser Lake); Alberni; Edmonton (Poundmaker, replaced Red Deer Industrial)	IRS Attended by Member(s)
34	BC	Gitanyow Huwilp Society	Alberni	IRS Attended by Member(s)
35	BC	Gitga'at	Edmonton (Poundmaker, replaced Red Deer Industrial); Alberni	IRS Attended by Member(s)

	Province / Territory	Indian Band/ FN	Identified Indian Residential School(s)	Opt In Basis
36	BC	Gitsegukla IB	Edmonton (Poundmaker, replaced Red Deer Industrial); Alberni	IRS Attended by Member(s)
37	BC	Gitxaala Nation	Coqualeetza from 1924 to 1940; Alberni; St. George's (Lytton); Edmonton (Poundmaker, replaced Red Deer Industrial)	IRS Attended by Member(s)
38	BC	Hagwilget Village Council	Lejac (Fraser Lake)	IRS Attended by Member(s)
39	BC	Haisla FN	Kitimaat	IRS Located in Community
40	BC	Holalt FN	Kuper Island	IRS Attended by Member(s)
41	BC	Heiltsuk Nation	Alberni	IRS Attended by Member(s)
42	BC	High Bar First Nation	Kanloops	IRS Attended by Member(s)
43	BC	Homalco IB	Kanloops, Sechelt, St. Mary's (Mission)	IRS Attended by Member(s)
44	BC	Hupačasath FN	Alberni	IRS Attended by Member(s)
45	BC	Huu-ay-ahit FNs	Alberni	IRS Attended by Member(s)
46	BC	Kanaka Bar IB	St. George's (Lytton)	IRS Located in Community, IRS Attended by Member(s)
47	BC	Kitasoo Xat'xais Nation	St. Michael's (Alert Bay Girls' Home, Alert Bay Boys' Home); Alberni	IRS Attended by Member(s)
48	BC	Kispitox Band #532	Edmonton (Poundmaker, replaced Red Deer Industrial)	IRS Attended by Member(s)
49	BC	Kitselas FN	St. Michael's (Alert Bay Girls' Home, Alert Bay Boys' Home)	IRS Attended by Member(s)
50	BC	Klahoose First Nation	Sechelt	IRS Attended by Member(s)
51	BC	K'ómoks First Nation	Kuper Island; Sechelt	IRS Located in Community
52	BC	Kwantlen FN	Kuper Island; St. Mary's (Mission)	IRS Attended by Member(s)
53	BC	Kwikwetlem First Nation	St. Mary's (Mission)	IRS Attended by Member(s)
54	BC	Leq'amel FN	St. Mary's (Mission)	IRS Attended by Member(s)
55	BC	Lheidli T'enneh	Lejac (Fraser Lake)	IRS Located in Community

	Province / Territory	Indian Band/ FN	Identified Indian Residential School(s)	Opt In Basis
56	BC	Ihnoosk'wz Dené Nation	Cariboo (St. Joseph's, William's Lake)	IRS Attended by Member(s)
57	BC	Lil'wat Nation	St. Mary's (Mission)	IRS Attended by Member(s)
58	BC	Little Shuswap Lake Band	Kamloops	IRS Located in Community; IRS Attended by Member(s)
59	BC	Lower Kootenay IB	Cranbrook (St. Eugene's, Kootenay)	IRS Located in Community
60	BC	Lower Nicola IB	Kamloops; St. George's (Lytton); Lejac (Fraser Lake); Coqualeetza from 1924 to 1940; St. Mary's (Mission); Cranbrook (St. Eugene's, Kootenay); Sechelt; Cariboo (St. Joseph's, William's Lake)	IRS Located in Community
61	BC	Lower Similkameen IB	Kamloops; Cranbrook (St. Eugene's, Kootenay)	IRS Attended by Member(s)
62	BC	Lyackson First Nation	Kuper Island	IRS Attended by Member(s)
63	BC	Lytton First Nation	St. George's (Lytton)	IRS Located in Community
64	BC	Malahat Nation	Kuper Island	IRS Attended by Member(s)
65	BC	McLeod Lake IB	Lejac (Fraser Lake)	IRS Attended by Member(s)
66	BC	Musqueam IB	St. Paul's (Squamish, North Vancouver)	IRS Attended by Member(s)
67	BC	Nadleh Whur'en	Lejac (Fraser Lake)	IRS Attended by Member(s)
68	BC	Namgis FN	St. Michael's (Alert Bay Girls' Home, Alert Bay Boys' Home)	IRS Located in Community
69	BC	Nanoose FN	Alberni	IRS Attended by Member(s)
70	BC	Nakazdli Whur'en	Lejac (Fraser Lake); Cariboo (St. Joseph's, William's Lake); Kamloops	IRS Attended by Member(s)
71	BC	Nazko FN	Cariboo (St. Joseph's, William's Lake)	IRS Located in Community; IRS Attended by Member(s)
72	BC	Nee Tahi Buhn IB	Lejac (Fraser Lake)	IRS Attended by Member(s)
73	BC	Neskonlith FN	Kamloops	IRS Attended by Member(s)

	Province / Territory	Indian Band/ FN	Identified Indian Residential School(s)	Opt In Basis
74	BC	Nisga'a Village of Gitlax'aaniks formerly New Aiyansh	St. Michael's (Alert Bay Girls' Home, Alert Bay Boys' Home)	IRS Attended by Member(s)
75	BC	Nooaitch IB	Kamloops	IRS Attended by Member(s)
76	BC	Nuxalk FN	Alberni; Canboo (St. Joseph's, William's Lake); Coqualeetza from 1924 to 1940, St. Michael's (Alert Bay Girls' Home, Alert Bay Boys' Home)	IRS Attended by Member(s)
77	BC	Okanagan IB	Kamloops	IRS Attended by Member(s)
78	BC	Old Masset Village Council	St. Michael's (Alert Bay Girls' Home, Alert Bay Boys' Home)	IRS Attended by Member(s)
79	BC	Oregon Jack Creek	Kamloops	IRS Attended by Member(s)
80	BC	Osoyoos IB	Kamloops; Cranbrook (St. Eugene's, Kootenay)	IRS Located in Community
81	BC	Peters FN	Kamloops	IRS Located in Community
82	BC	Penelakut Tribe	Kuper Island	IRS Located in Community
83	BC	Penticton IB	Kamloops; Coqualeetza from 1924 to 1940; Cranbrook (St. Eugene's, Kootenay)	IRS Located in Community
84	BC	Prophet River FN	Lejac (Fraser Lake); Lower Post	IRS Attended by Member(s)
85	BC	Red Bluff IB (Lhtako Dene Nation)	Lejac (Fraser Lake); St. Mary's (Mission); Cariboo (St. Joseph's, William's Lake)	IRS Attended by Member(s)
86	BC	Saulteau First Nations	Grouard to December 1957; Edmonton (Poundmaker, replaced Red Deer Industrial)	IRS Attended by Member(s)
87	BC	Seabird Island Band	St. Mary's (Mission); Coqualeetza from 1924 to 1940; Kamloops	IRS Located in Community, IRS Attended by Member(s)
88	BC	Sechelt FN	Sechelt	IRS Located in Community
89	BC	Shackan IB	Kamloops	IRS Located in Community
90	BC	Shuswap Band	Cranbrook (St. Eugene's, Kootenay); Kamloops	IRS Located in Community
91	BC	Simpw FN	Kamloops	IRS Attended by Member(s)

	Province / Territory	Indian Band/ FN	Identified Indian Residential School(s)	Opt In Basis
92	BC	Skatin	St. Mary's (Mission); Coqualeetza from 1924 to 1940	IRS Located in Community
93	BC	Skawahlook FN	Kuper Island	IRS Attended by Member(s)
94	BC	Skeetchestn IH	Kamloops	IRS Attended by Member(s)
95	BC	Songhees Nation	Kuper Island	IRS Attended by Member(s)
96	BC	Spuzzum First Nation	St. Mary's (Mission); St. George's (Lynton); Kamloops	IRS Attended by Member(s)
97	BC	Stellat'en FN	L. Jac (Fraser Lake)	IRS Attended by Member(s)
98	BC	Sis'ailes	St. Mary's (Mission)	IRS Attended by Member(s)
99	BC	Siswecem'c Ngai'tem First Nation	Kamloops, Coqualeetza from 1924 to 1940, Cariboo (St. Joseph's, William's Lake)	IRS Located in Community
100	BC	Stammon FN (Tla'min Nation)	Sechelt	IRS Attended by Member(s)
101	BC	Soowahlic IH	Coqualeetza from 1924 to 1940	IRS Attended by Member(s)
102	BC	Squamish Nation	St. Paul's (Squamish, North Vancouver)	IRS Located in Community
103	BC	Shxwhay Village	St. Mary's (Mission)	IRS Attended by Member(s)
104	BC	Siska Indian Band	St. George's (Lynton)	IRS Located in Community
105	BC	Skidegate FN	Edmonton (Poundmaker, replaced Red Deer Industrial)	IRS Attended by Member(s)
106	BC	Skwah First Nation	St. Mary's (Mission)	IRS Attended by Member(s)
107	BC	Splatsin	Cranbrook (St. Eugene's, Kootenay); Kamloops	IRS Attended by Member(s)
108	BC	Sumas FN	St. Mary's (Mission)	IRS Located in Community
109	BC	Tahltan Band	Lower Post	IRS Attended by Member(s)
110	BC	Taku River Tlingit FN	Lower Post	IRS Attended by Member(s)
111	BC	T'tit'q'et	St. Mary's (Mission)	IRS Attended by Member(s)
112	BC	Tk'emlupa te Secwepemc	Kamloops	IRS Located in Community
113	BC	Tla-o-qui-aht FN	Christie (Clayoquot, Kakawis); Ahousah	IRS Located in Community

	Province / Territory	Indian Band/ FN	Identified Indian Residential School(s)	Opt In Basis
114	BC	T'et'ingox Government	Cariboo (St. Joseph's, William's Lake)	IRS Attended by Member(s)
115	BC	Toosey IB	Cariboo (St. Joseph's, William's Lake)	IRS Attended by Member(s)
116	BC	Tsarlip FN	Kuper Island	IRS Attended by Member(s)
117	BC	Tsawwassen FN	St. Mary's (Mission)	IRS Attended by Member(s)
118	BC	Tsawout First Nation	St. Mary's (Mission)	IRS Attended by Member(s)
119	BC	Tsal'ath (Seton Lake IB)	Kamloops	IRS Attended by Member(s)
120	BC	Tseshaht FN	Alberni	IRS Located in Community
121	BC	Tslel-Wanuth Nation	St. Paul's (Squamish, North Vancouver)	IRS Located in Community
122	BC	Tsidedel FN	Cariboo (St. Joseph's, William's Lake)	IRS Attended by Member(s)
123	BC	Ts'kw'aylaxw First Nation	Kamloops	IRS Located in Community
124	BC	T'Sou-ke FN	Kuper Island	IRS Attended by Member(s)
125	BC	Tzeachten FN	St. Mary's (Mission); Coquitlam from 1924 to 1940	IRS Located in Community; IRS Attended by Member(s)
126	BC	Uchucklesaht Tribe Government	Alberni	IRS Located in Community
127	BC	Ulkatcho IB	Abraham Lake Dormitory (September 1968 to June 1977)	IRS Located in Community
128	BC	Upper Nicola Band	Kamloops	IRS Attended by Member(s)
129	BC	Westbank FN	Cranbrook (St. Eugene's, Kootenay); Kamloops	IRS Attended by Member(s)
130	BC	West Moberly First Nations	Grouard to December 1957	IRS Attended by Member(s)
131	BC	Wet'suwet'en First Nation	Lejac (Fraser Lake); Kamloops; St. Mary's (Mission)	IRS Located in Community; IRS Attended by Member(s)
132	BC	We Wai Kai Nation	St. Michael's (Alert Bay Girls' Home, Alert Bay Boys' Home); Alberni	IRS Attended by Member(s)
133	BC	We Wai Kum FN	St. Michael's (Alert Bay Girls' Home, Alert Bay Boys' Home)	IRS Attended by Member(s)
134	BC	Williams Lake IB	Cariboo (St. Joseph's, William's Lake)	IRS Located in Community

	Province / Territory	Indian Band/ FN	Identified Indian Residential School(s)	Opt In Basis
135	BC	Whispering Pines Clinton Indian Band	Kamloops; Cariboo (St Joseph's, William's Lake)	IRS Located in Community
136	BC	Witset FN	Lejac (Fraser Lake)	IRS Attended by Member(s)
137	BC	Xatsill FN (Soda Creek)	Cariboo (St. Joseph's, William's Lake); Coqualeetza from 1924 to 1940; Kamloops; Lejac (Fraser Lake)	IRS Located in Community
138	BC	Xeni Gwet'in First Nations Government	Kamloops; Cariboo (St Joseph's, William's Lake)	IRS Attended by Member(s)
139	BC	Yekooche FN	Lejac (Fraser Lake)	IRS Attended by Member(s)
140	BC	Yunesit'm Government	Cariboo (St. Joseph's, William's Lake)	IRS Attended by Member(s)
141	YT	Kwanlin Dün First Nation	Yukon Hall (Whitehorse Protestant Hostel), Coudert Hall (Whitehorse Hostel/Student Residence - replaced by Yukon Hall), Whitehorse Baptist Mission	IRS Located in Community
142	YT	Tr'ondëk Hwëch'än	St. Paul's Hostel from September 1920 to June 1943	IRS Located in Community
143	YT	First Nation of Na-Cho Nyäk Dun	Carcross (Chooulta)	IRS Located in Community, IRS Attended by Member(s)
144	YT	White River First Nation	Lower Post	IRS Located in Community
145	AB	Alexis Nakota Sioux Nation	Edmonton (Poundmaker, replaced Red Deer Industrial)	IRS Attended by Member(s)
146	AB	Athabasca Chipewyan FN	Holy Angles (Fort Chipewyan, École des Saint-Anges)	IRS Located in Community
147	AB	Bearsaw FN	Morley (Stony/Stoney, replaced McDougall Orphanage)	IRS Located in Community
148	AB	Beaver Lake Cree Nation	Blue Quills (Saddle Lake, Lac la Biche, Sacred Heart)	IRS Located in Community
149	AB	Blood Tribe	St. Mary's (Blood, Immaculate Conception); St. Paul's (Blood)	IRS Located in Community
150	AB	Cold Lake FNs	Blue Quills (Saddle Lake, Lac la Biche, Sacred Heart)	IRS Attended by Member(s)
151	AB	Deue Tha' First Nation	Assumption (Hay Lake)	IRS Located in Community
152	AB	Driftpile Cree Nation	Joussard (St. Bruno's) Desmarais (Wabiscaw Lake, St. Martin's, Wabasca Roman Catholic)	IRS Located in Community, IRS Attended by Member(s)

	Province / Territory	Indian Band/ FN	Identified Indian Residential School(s)	Opt In Basis
153	AB	Duncan's First Nation	Grouard to December 1957	IRS Attended by Member(s)
154	AB	Ermineskin Tribe	Ermineskin (Hobbema)	IRS Located in Community
155	AB	Enoch Cree Nation	Edmonton, Ermineskin (Hobbema)	IRS Attended by Member(s)
156	AB	Fort McKay FN	Holy Angels (Fort Chipewyan, École des Saint-Anges)	IRS Attended by Member(s)
157	AB	Frog Lake FN	Blue Quills (Saddle Lake, Lac la Biche, Sacred Heart)	IRS Attended by Member(s)
158	AB	Horse Lake FN	Sturgeon Lake (Calais, St. Francis Xavier)	IRS Attended by Member(s)
159	AB	Kapawe'no First Nation	Grouard to December 1957	IRS Located in Community
160	AB	Kehewin Cree Nation	Blue Quills (Saddle Lake, Lac la Biche, Sacred Heart); Onton Lake Anglican (see Prince Albert)	IRS Located in Community; IRS Attended by Member(s)
161	AB	Little Red River Cree Nation	Fort Vermilion (St. Henry's)	IRS Attended by Member(s)
162	AB	Louis Bull Tribe	Ermineskin (Hobbema)	IRS Attended by Member(s)
163	AB	Lubicon Lake Band #453	Joussard (St. Bruno's)	IRS Attended by Member(s)
164	AB	Mikisew Cree First Nation	Holy Angels (Fort Chipewyan, École des Saint-Anges)	IRS Located in Community
165	AB	Moniana FN	Ermineskin (Hobbema)	IRS Attended by Member(s)
166	AB	Paul First Nation	St. Albert (Youville); Edmonton (Poundmaker, replaced Red Deer Industrial)	IRS Located in Community
167	AB	Pikam Nation	Sacred Heart (Peigan, Brocket); St. Cyprien (Queen Victoria's Jubilee Home, Peigan)	IRS Located in Community
168	AB	Saddle Lake Cree Nation	Blue Quills (Saddle Lake, Lac la Biche, Sacred Heart)	IRS Located in Community
169	AB	Samson Cree Nation	Ermineskin (Hobbema)	IRS Located in Community
170	AB	Sawridge FN	Grouard to December 1957	IRS Attended by Member(s)
171	AB	Siksika Nation	Crowfoot (Blackfoot, St. Joseph's, Ste. Trinite)	IRS Attended by Member(s)
172	AB	Stoney FN	Morley (Stony-Stoney, replaced McDougall Orphanage)	IRS Located in Community

	Province / Territory	Indian Band/ FN	Identified Indian Residential School(s)	Opt In Basis
173	AB	Sturgeon Lake Cree Nation	Sturgeon Lake (Calais, St. Francis Xavier)	IRS Located in Community
174	AB	Sucker Creek FN	Joussard (St. Bruno's)	IRS Located in Community
175	AB	Suncild First Nation	Ermineskin (Hobbsma)	IRS Attended by Member(s)
176	AB	Tallcree Tribal Government	Fort Vermilion (St. Henry's)	IRS Attended by Member(s)
177	AB	Tsuut'ina Nation	Sarcee (St. Barnabas)	IRS Located in Community
178	AB	Whitefish Lake IB	Blue Quills (Saddle Lake, Lac la Biche, Sacred Heart)	IRS Attended by Member(s)
179	AB	Woodland Cree FN	Joussard (St. Bruno's)	IRS Attended by Member(s)
180	SK	Ahtahkakoop Cree Nation	Kamloops	IRS Attended by Member(s)
181	SK	Beardy's & Okemasis First Nation	St. Michael's (Duck Lake)	IRS Attended by Member(s)
182	SK	Big Island Lake Cree Nation	Beauval (Lac la Plonge)	IRS Attended by Member(s)
183	SK	Buffalo River Dene Nation	Beauval (Lac la Plonge)	IRS Located in Community, IRS Attended by Member(s)
184	SK	Cano Lake Cree First Nation	Beauval (Lac la Plonge)	IRS Attended by Member(s)
185	SK	Carry the Kettle FN	Lebret (Qu'Appelle, Whitecalf, St. Paul's High School)	IRS Attended by Member(s)
186	SK	Clearwater River Dene Nation	Beauval (Lac la Plonge)	IRS Located in Community
187	SK	Cote FN	Cote Improved Federal Day School (September 1928 to June 1940)	IRS Located in Community
188	SK	Cowessess FN #73	Marieval (Cowessess, Crooked Lake)	IRS Located in Community
189	SK	English River FN	Beauval (Lac la Plonge)	IRS Located in Community
190	SK	Fishing Lake FN	Muscowequan (Lestock, Touchwood)	IRS Located in Community
191	SK	George Gordon FN	Gordon's	IRS Located in Community
192	SK	Kahkewistahaw FN	Marieval (Cowessess, Crooked Lake)	IRS Attended by Member(s)
193	SK	Keesekoos FN	St. Philip's	IRS Attended by Member(s)

	Province / Territory	Indian Band/ FN	Identified Indian Residential School(s)	Opt In Basis
194	SK	Key FN	St. Philip's	IRS Attended by Member(s)
195	SK	Lac La Ronge IB	Prince Albert (Onion Lake, St. Alban's, All Saints, St. Barnabas, Lac La Ronge)	IRS Located in Community
196	SK	Little Black Bear Band	Lebret (Qu'Appelle, Whitecalf, St. Paul's High School)	IRS Attended by Member(s)
197	SK	Little Pine First Nation	Thunderchild (Delmas, St. Henri); Onion Lake Anglican (see Prince Albert)	IRS Attended by Member(s)
198	SK	Montreal Lake Cree Nation	Prince Albert (Onion Lake, St. Alban's, All Saints, St. Barnabas, Lac La Ronge)	IRS Located in Community
199	SK	Muskoday First Nation	Lebret (Qu'Appelle, Whitecalf, St. Paul's High School)	IRS Attended by Member(s)
200	SK	Muskowekwan First Nation	Muscowequan (Lestock, Touchwood)	IRS Located in Community
201	SK	Nekaneet First Nation	Gordon's	IRS Attended by Member(s)
202	SK	Ocean Man First Nation #69	Lebret (Qu'Appelle, Whitecalf, St. Paul's High School)	IRS Attended by Member(s)
203	SK	Ochapowace Nation	Round Lake	IRS Located in Community
204	SK	Okanese FN	File Hills	IRS Located in Community
205	SK	Onion Lake	Prince Albert (Onion Lake, St. Alban's, All Saints, St. Barnabas, Lac La Ronge); St. Anthony's (Onion Lake, Sacred Heart)	IRS Located in Community
206	SK	Pasqua First Nation	Lebret (Qu'Appelle, Whitecalf, St. Paul's High School)	IRS Located in Community
207	SK	Piapot First Nation	Lebret (Qu'Appelle, Whitecalf, St. Paul's High School)	IRS Located in Community
208	SK	Pheasant Rump Dakota FN #68	Matteval (Cowessess, Crooked Lake); Lebret (Qu'Appelle, Whitecalf, St. Paul's High School)	IRS Located in Community; IRS Attended by Member(s)
209	SK	Red Earth First Nation	Prince Albert (Onion Lake, St. Alban's, All Saints, St. Barnabas, Lac La Ronge)	IRS Located in Community
210	SK	Star Blanket Cree Nation	Lebret (Qu'Appelle, Whitecalf, St. Paul's High School)	IRS Located in Community
211	SK	Sweetgrass First Nation	St. Anthony's (Onion Lake, Sacred Heart)	IRS Attended by Member(s)

	Province / Territory	Indian Band/ FN	Identified Indian Residential School(s)	Opt In Basis
212	SK	Thunderchild First Nation	Onion Lake Anglican (see Prince Albert); Thunderchild (Delmas, St. Henri)	IRS Located in Community; IRS Attended by Member(s)
213	SK	Wahpeton Dakota Nation	Prince Albert (Onion Lake, St. Alban's, All Saints, St. Barnabas, Lac La Ronge)	IRS Attended by Member(s)
214	SK	White Bear First Nations	Lebret (Qu'Appelle, Whitecalf, St. Paul's High School)	IRS Attended by Member(s)
215	SK	Zagimé Anishinabek (Formerly Sakinay FNs)	Marieval (Cowessess, Crooked Lake)	IRS Located in Community
216	SK	Waterhen Lake FN	Beauval (Lac la Plonge)	IRS Attended by Member(s)
217	MB	Berens River FN	Portage la Prairie; Brandon	IRS Attended by Member(s)
218	MB	Bunibonibee Cree Nation	Birtle; Brandon; Portage la Prairie	IRS Attended by Member(s)
219	MB	Bloodvein River FN	Assiniboia (Winnipeg)	IRS Attended by Member(s)
220	MB	Little Black River FN	Dauphin (replace McKay)	IRS Attended by Member(s)
221	MB	Ebb and Flow First Nation	Sandy Bay	IRS Attended by Member(s)
222	MB	Fisher River Cree Nation	Birtle	IRS Attended by Member(s)
223	MB	Gambler First Nation	Lebret (Qu'Appelle, Whitecalf, St. Paul's High School)	IRS Attended by Member(s)
224	MB	Lake Manitoba First Nation	Assiniboia (Winnipeg)	IRS Attended by Member(s)
225	MB	Sagkeeng FN	Fort Alexander (Pine Falls)	IRS Located in Community; IRS Attended by Member(s)
226	MB	Long Plain FN	Brandon; Portage la Prairie	IRS Located in Community; IRS Attended by Member(s)
227	MB	Matias Colonib Cree Nation	Sturgeon Landing (replaced by Guy Hill, MB), Guy Hill (Clearwater, the Pas, formerly Sturgeon Landing, SK)	IRS Attended by Member(s)
228	MB	Misipawistik Cree Nation	Brandon	IRS Attended by Member(s)
229	MB	Nisichawayasihk Cree Nation	McKay (The Pas, replaced by Dauphin)	IRS Attended by Member(s)
230	MB	Norway House Cree Nation	Notre Dame Hostel (Norway House Catholic, Jack River)	IRS Located in Community

	Province / Territory	Indian Band/ FN	Identified Indian Residential School(s)	Opt In Basis
			Hostel, replaced Jack River Annex at Cross Lake); Norway House	
231	MB	O-Pipon-Na-Piwin Cree Nation	Guy Hill (Clearwater, the Pas, formerly Sturgeon Landing, SK)	IRS Attended by Member(s)
232	MB	Pinaymootang First Nation	Birtle	IRS Attended by Member(s)
233	MB	Poplar River FN	Norway House, Cross Lake (St Joseph's, Norway House); Guy Hill (Clearwater, the Pas, formerly Sturgeon Landing, SK)	IRS Attended by Member(s)
234	MB	Pine Creek FN	Pine Creek (Campeville)	IRS Located in Community
235	MB	Rosseau River Anishinabe FN	Fort Alexander (Pine Falls); Birtle; Portage la Prairie; Lebret (Qu'Appelle, Whitecalf, St Paul's High School)	IRS Attended by Member(s)
236	MB	Sandy Bay Ojibway FN	Portage la Prairie; Sandy Bay	IRS Located in Community; IRS Attended by Member(s)
237	MB	Sionx Valley Dakota Nation	Brandon	IRS Attended by Member(s)
238	MB	St. Theresa Point FN	Assiniboia (Winnipeg)	IRS Attended by Member(s)
239	MB	Swan Lake FN	Portage la Prairie	IRS Attended by Member(s)
240	MB	Tataskweyak Cree Nation	Dauphin (replaced McKay)	IRS Attended by Member(s)
241	MB	Tootinaowaziibeeng Treaty Reserve #292	Pine Creek (Campeville)	IRS Attended by Member(s)
242	MB	Waywayseecappo FN	Birtle	IRS Located in Community
243	MB	York Factory FN	Dauphin (replaced McKay)	IRS Attended by Member(s)
244	ON	Algonquins of Pikwakauagan First Nation	Mohawk Institute, Spanish Boys' School (Charles Gantier, St. Joseph's)	IRS Attended by Member(s)
245	ON	Aamjiwnaang FN- Chippewas of Sarnia	Spanish Girls' School (St. Joseph's, St. Peter's, St. Anne's)	IRS Attended by Member(s)
246	ON	Alderville FN	Mount Elgin (Muncey, St. Thomas)	IRS Attended by Member(s)
247	ON	Anishnawabing Wa Zhing #37	Cecilia Jeffrey (Kenora, Shoal Lake)	IRS Located in Community; IRS Attended by Member(s)

	Province / Territory	Indian Band/ FN	Identified Indian Residential School(s)	Opt In Basis
248	ON	Aroland FN	McIntosh (Kenora)	IRS Attended by Member(s)
249	ON	Big Grassy River First Nation	Cecilia Jeffrey (Kenora, Shoal Lake)	IRS Attended by Member(s)
250	ON	Caldwell First Nation	Mount Elgin (Muncey, St. Thomas)	IRS Attended by Member(s)
251	ON	Cat Lake FN	Pelican Lake (Pelican Falls)	IRS Attended by Member(s)
252	ON	Chapleau Cree FN	Chapleau (St. John's), Shingwauk	IRS Located in Community; IRS Attended by Member(s)
253	ON	Chippewas of the Thames FN	Mount Elgin (Muncey, St. Thomas)	IRS Located in Community
254	ON	Chippewas of Kettle and Stony Point First Nation (formerly Kettle Point First Nation and Stony Point First Nation)	Mount Elgin (Muncey, St. Thomas), Mohawk Institute	IRS Attended by Member(s)
255	ON	Chippewas of Rama First Nation	Mohawk Institute	IRS Attended by Member(s)
256	ON	Constance Lake First Nation	St. Anne's (Fort Albany)	IRS Attended by Member(s)
257	ON	Couchiching FN	Fort Frances (St. Margaret's)	IRS Located in Community; IRS Attended by Member(s)
258	ON	Curve Lake FN	Mohawk Institute	IRS Attended by Member(s)
259	ON	Delaware Nation (Moravian of the Thames)	Mohawk Institute; Mount Elgin (Muncey, St. Thomas), Shingwauk	IRS Attended by Member(s)
260	ON	Fort Albany FN	St. Anne's (Fort Albany)	IRS Located in Community
261	ON	Fort William FN	St. Joseph's/Fort William	IRS Located in Community
262	ON	Fort Severn FN	Pelican Lake (Pelican Falls)	IRS Attended by Member(s)
263	ON	Ginoogaming FN	St. Joseph's/Fort William	IRS Attended by Member(s)
264	ON	Grassy Narrows FN	McIntosh (Kenora)	IRS Attended by Member(s)
265	ON	Kashechewan FN	St. Anne's (Fort Albany)	IRS Attended by Member(s)
266	ON	Kitchenulimaykoosib Inninuwig	Pelican Lake (Pelican Falls); Cecilia Jeffrey (Kenora, Shoal Lake); Poplar Hill	IRS Located in Community

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	Province / Territory	Indian Band/ FN	Identified Indian Residential School(s)	Opt In Basis
267	ON	Lac Seul First Nation	Cecilia Jeffrey (Kenora, Shoal Lake); Pelican Lake (Pelican Falls)	IRS Attended by Member(s)
268	ON	M'Chigeeng FN	Spanish Boys' School (Charles Garnier, St. Joseph's)	IRS Attended by Member(s)
269	ON	Mississauga First Nation	Spanish Girls' School (St. Joseph's, St. Peter's, St. Anne's)	IRS Attended by Member(s)
270	ON	Mississaugas of the Credit First Nation	Mohawk Institute	IRS Attended by Member(s)
271	ON	Mississaugas of Scugog Island First Nation	Mohawk Institute	IRS Attended by Member(s)
272	ON	McCrebec Eeyoud Council of the Cree	Bishop Horden Hall (Moose Fort, Moose Factory)	IRS Located in Community
273	ON	Moose Cree FN	Bishop Horden Hall (Moose Fort, Moose Factory)	IRS Located in Community
274	ON	Mohawks of the Bay of Quinte	Mohawk Institute	IRS Attended by Member(s)
275	ON	Munsee-Delaware Nation	Mount Elgin (Muncey, St. Thomas)	IRS Attended by Member(s)
276	ON	Naicatchewenin FN	Fort Frances (St. Margaret's)	IRS Attended by Member(s)
277	ON	Nootkamegwanning FN	Cecilia Jeffrey (Kenora, Shoal Lake); Fort Frances (St. Margaret's); McIntosh (Kenora); St. Mary's (Kenora, St. Anthony's)	IRS Attended by Member(s)
278	ON	Nipissing First Nation	Spanish Boys' School (Charles Garnier, St. Joseph's)	IRS Attended by Member(s)
279	ON	Nigigoonsiminikaaning First Nation	Fort Frances (St. Margaret's)	IRS Attended by Member(s)
280	ON	Ojibways of Ojigaming	St. Mary's (Kenora, St. Anthony's), Fort Frances (St. Margaret's)	IRS Attended by Member(s)
281	ON	Oneida Nation the Thames	Mount Elgin (Muncey, St. Thomas)	IRS Located in Community
282	ON	Pikangikum FN	Poplar Hill	IRS Attended by Member(s)
283	ON	Sachigo Lake FN	Poplar Hill	IRS Attended by Member(s)
284	ON	Shegwagami FN	Shingwauk; Spanish Boys' School (Charles Garnier, St. Joseph's); Spanish Girls' School (St. Joseph's, St. Peter's, St. Anne's)	IRS Located in Community

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	Province / Territory	Indian Band/ FN	Identified Indian Residential School(s)	Opt In Basis
285	ON	Taykwa Tagamou Nation	St. Anne's (Fort Albany)	IRS Attended by Member(s)
286	ON	Ternagami FN	Shingwauk	IRS Attended by Member(s)
287	ON	Wabigoou Lake Ojibway Nation	St. Mary's (Kenora, St. Anthony's)	IRS Attended by Member(s)
288	ON	Wahgoshug First Nation	Mohawk Institute	IRS Located in Community; IRS Attended by Member(s)
289	ON	Wauzhushk Onigum Nation (Rat Portage) #153	St. Mary's (Kenora, St. Anthony's)	IRS Located in Community
290	ON	Wiikwemkoong Unceded Territory	Spanish Boys' School (Charles Garnier, St. Joseph's); Spanish Girls' School (St. Joseph's, St. Peter's, St. Anne's)	IRS Located in Community
291	ON	Weenusk First Nation	St. Anne's (Fort Albany)	IRS Located in Community
292	ON	Whitelish River First Nation	Spanish Boys' School (Charles Garnier, St. Joseph's)	IRS Attended by Member(s)
293	ON	Whitesand First Nation	Fort Frances (St. Margaret's)	IRS Attended by Member(s)
294	QC	Abénakis de Wolinak	Sept-Îles	IRS Attended by Member(s)
295	QC	Communauté Ancinapek de Kitchisakuk	Amos	IRS Attended by Member(s)
296	QC	Les Innu De Ekuanitshit	Sept-Îles	IRS Attended by Member(s)
297	QC	Cree Nation of Chisasibi	Fort George (Anglican); Fort George (Roman Catholic)	IRS Located in Community
298	QC	Cree Nation of Mistissini	La Tuque; Mistassini Hostels (September 1, 1971 to June 30, 1978)	IRS Located in Community; IRS Attended by Member(s)
299	QC	Cree Nation of Nemaska	Bishop Horden Hall (Moose Fort, Moose Factory); Shingwauk; La Tuque	IRS Attended by Member(s)
300	QC	Cree Nation of Waswanipi	Mohawk Institute, La Tuque	IRS Attended by Member(s)
301	QC	Cree Nation of Wemindji	Fort George (Anglican)	IRS Attended by Member(s)
302	QC	Nation Huronne-Wendat	La Tuque	IRS Attended by Member(s)
303	QC	Innus de Ekuanitshit	Sept-Îles	IRS Attended by Member(s)

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	Province / Territory	Indian Band/ FN	Identified Indian Residential School(s)	Opt In Basis
304	QC	Innu Takunikan Uashat mak Mani Utenam	Sept-Îles	IRS Located in Community; IRS Attended by Member(s)
305	QC	Listuguj Mi'gmaq Government	Shubenacadie	IRS Attended by Member(s)
306	QC	Kanesatake Mohawk	Shingwauk	IRS Located in Community; IRS Attended by Member(s)
307	QC	Kebaowek First Nation	Spanish Boys' School (Charles Garnier, St. Joseph's); Spanish Girls' School (St. Joseph's, St. Peter's, St. Anne's)	IRS Attended by Member(s)
308	QC	Long Point FN	Amos	IRS Attended by Member(s)
309	QC	Naskapi Nation of Kawawachikamach	La Tuque	IRS Located in Community
310	QC	Nation anishnabe du Lac Simon	Amos	IRS Located in Community; IRS Attended by Member(s)
311	QC	Odanak	Shingwauk	IRS Attended by Member(s)
312	QC	Oujé-Bougoumou Cree Nation	La Tuque	IRS Attended by Member(s)
313	QC	Pekukamiutnuatsh Takuhikan	Ponte Bleue	IRS Located in Community
314	QC	Whapmagoostui FN	Federal Hostels at Great Whale River	IRS Located in Community
315	QC	The Crees of Waskaganish FN	Bishop Horden Hall (Moose Fort, Moose Factory)	IRS Attended by Member(s)
316	NB	Elsipogtog First Nation, formerly Big Cove Band, formerly Richibucto Tribe of Indians (#003)	Shubenacadie	IRS Attended by Member(s)
317	NB	Eel Ground First Nation	Shubenacadie	IRS Attended by Member(s)
318	NB	Eel River Bar First Nation	Shubenacadie	IRS Attended by Member(s)
319	NB	Fort Folly	Shubenacadie	IRS Attended by Member(s)
320	NB	Indian Island	Shubenacadie	IRS Attended by Member(s)
321	NB	Kingsclear First Nation	Shubenacadie	IRS Attended by Member(s)

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	Province / Territory	Indian Band/ FN	Identified Indian Residential School(s)	Opt In Basis
322	NB	Oromocto	Shubenacadie	IRS Attended by Member(s)
323	NB	Tobique First Nation	Shubenacadie	IRS Attended by Member(s)
324	NS	Sipekue'katik Band	Shubenacadie	IRS Located in Community
325	PE	Abegweit FN	Shubenacadie	IRS Attended by Member(s)
326	PE	Lennox Island Band	Shubenacadie	IRS Located in Community; IRS Attended by Member(s)

Schedule D – Investment Policy

**SCHEDULE D
INVESTMENT POLICY**

1. The Board, or the Interim Board, as the case may be, shall at all times manage the money of the Trust/not-for-profit entity in a prudent manner.
2. Upon receipt of the funding, the Trust shall deposit the funds required to make the initial payment to the Bands, as well as to pay for the operation of the Trust/not-for-profit entity for the first year, in a bank account in the name of the Trust/not-for-profit entity.
3. The remainder of the funds shall be invested in accordance with professional investment advice for a period of one year, or until the full Board is constituted.
4. Once the full Board is constituted, it shall engage the services of one or more professional investment advisors or firms to assist it in the long-term planning and investment required to ensure, to the extent possible, the availability of funds for initiatives undertaken by the Band Class Members to fulfill the objectives of the Four Pillars.
5. The money will be invested in accordance with professional advice in a manner which will maintain the capital for 20 years.
6. Subject to Section 22.04 of the Agreement, after 20 years, the Trust shall disburse the remaining funds to the Band Class in accordance with the Disbursement Formula, with adjustments for remoteness, upon receipt of a further plan for use of the funds in accordance with the Four Pillars.
7. Any investment income earned on the capital shall be disbursed to the Band Class in accordance with the Disbursement Policy.

Schedule E – Disbursement Policy and Disbursement Formula

SCHEDULE E DISBURSEMENT POLICY AND DISBURSEMENT FORMULA

It is acknowledged that the sole purpose of the Fund is to assist Band Class Members in repairing the harms done to them by the Residential Schools as set out in the Statement of Claims (as amended) in accordance with the Four Pillars which guide the Agreement.

The Board, once constituted, will create a Disbursement Policy. This Disbursement Policy shall include the following:

1. **Band Entitlement** – each Band Class Member shall be entitled to the following disbursements:
 - a. **Planning Funds:** Upon receipt of the money provided for in this Agreement, the Trust will disburse an initial amount of \$200,000 to each Band for the purposes of developing a plan to carry out one or more of the objectives and purposes of the Four Pillars;
 - b. **Initial Kick-Start Funds:** Upon receipt and review of a plan from a Band, the Trust shall disburse the Initial Kick-Start Funds, which shall be equal to the Band's proportionate share of \$325,000,000, with 40% attributable for base rate, with the remaining 60% to be used to adjust for population. The base rate is an equal amount payable to each Band. The Board will determine an appropriate adjustment for remoteness for the Initial Kick-Start Funds, with any such funds required to account for remoteness being in addition to the \$325,000,000, and taken from capital.
 - c. **Annual Entitlement:** Each Band will receive a share of annual investment income that is available for distribution. Each Band's Annual Entitlement will be based on the Disbursement Formula. The Trust may, at its discretion, choose not to disburse all the income in any given year in order to ensure sufficient funding for years in which there is less income due to market conditions.
2. **Furtherance of the Four Pillars** – For both the Initial Kick-Start Funds and the Annual Entitlement, each Band must spend the funds in accordance with their plans, and on initiatives that further the Four Pillars.
3. **Disbursement Formula** – The Board will establish a Disbursement Formula which provides a base rate to each Band, a per capita adjustment based on the relative population of the Band and an amount for additional costs in case of remoteness. This Disbursement Formula will be used to calculate the amount of each Band's entitlement for the Annual Funds. The Disbursement Formula set by the Board must include a 40% attributable for base rate, with the remaining 60% to be used to adjust for population and for remoteness. Within the 60%,

the Board will consider and determine an appropriate population adjustment and remoteness adjustment.

4. **Reporting** - Each Band shall establish an initial efficient and simplified 10 year plan as well as yearly update reporting which will assist the Board in ensuring that the funding is being used for the Four Pillars. Following the initial 10 years each Band will be required to provide an additional 10 year plan and followed by yearly reporting. After 20 years, each Band will submit a further plan for use of the Band's share of the disbursement of the remaining funds pursuant to s. 6 of the Investment Policy, followed by periodic reporting for 10 years or until the funds are expended, whichever occurs first.
5. **Deferred distribution** - Each Band can elect to leave any of the funds to which it is entitled in the Fund to accrue income and to be drawn down later based upon their plan. In the event that a Band does not submit a plan to the Board, the distribution to that Band will be automatically deferred until they have provided a plan to carry out the objectives and purposes of the Four Pillars.
6. **Restrictions on use** - The Disbursement Policy will make clear of the following restrictions on use:
 - a. Funding will be for the objectives and purposes of one or more of the Four Pillars;
 - b. No funding will be given for initiatives which duplicate government programs or for which government funding is available. However, if the government funding only covers certain elements of an initiative (e.g., salaries), but does not cover a different element of the initiative (e.g., capital expenditures), funding may be given for the elements not covered by government funding.
 - c. No funding will be given to individuals for individual purposes;
 - d. No funding will be given for commercial ventures;
 - e. No funding can be used as collateral or to secure loans or used as any other form of guarantee; and
 - f. Funding is not subject to redirection, execution, or seizure by third parties, including third party managers; funding must only be used for the support of the Four Pillars by the Band recipient.

Schedule F – The Four Pillars

**Schedule F
The Four Pillars**

PILLAR 1: REVIVAL AND PROTECTION OF INDIGENOUS LANGUAGE

Indigenous languages are sacred. Our languages are the keystone of our connection to each other and to the land. As expressed by the Assembly of First Nations, our languages were given to us by the Creator as an integral part of life and to allow us to interact with each other and the natural world. Embodied in our languages is our unique relationship to the Creator, our attitudes, beliefs, values and the fundamental notion of what is truth. Language is the principal means by which culture is accumulated, shared and transmitted from generation to generation. The key to identity and retention of culture is the revival and protection of our languages.

It is recognized and acknowledged that the traditional languages of our peoples are diverse. Language varies from community to community, sometimes operating like dialects. Each Band Class Member has the right to define for itself what constitutes an Indigenous language within its own nation.

The first pillar is the revival and protection of our languages, and may include initiatives with one or more of the following goals:

- Protecting and reviving the languages of our people.
- Encouraging our elders to pass on their knowledge of traditional languages to younger generations. Our elders will teach that our languages are not only about spoken and written words but are about our values, beliefs, rituals, songs, dances, spirituality, and social behaviours.
- Strengthening the bonds between language and the land.
- Teaching spoken and written languages to speakers of all levels, with a goal of having fluent speakers of our traditional languages.
- Enhancing the dignity, self-worth and sense of belonging of our peoples through the use of their own languages.
- Advancing individuals' language education.

PILLAR 2: REVIVAL AND PROTECTION OF INDIGENOUS CULTURE

Culture is how we express ourselves as nations. Culture helps maintain, and is a product of, ongoing relationships within our nations, our ancestors and the land. Protecting our culture means preserving the relationships through which our culture is both sustained and adapted. Our cultures are dynamic. Culture is a complex whole that includes knowledge, practices, customs, art, norms, beliefs, and any other capabilities and habits that offer a sense of meaning as peoples.

It is recognized and acknowledged that each Band Class Member has its own culture, beliefs,

traditions, worldviews and customs. Each has a unique experience on the land and with each other, but are all connected.

The second pillar is the **revival and protection of our cultures**, and may include initiatives with one or more of the following goals:

- Preserving and strengthening knowledge of our cultures and traditions.
- Reviving traditional cultural skills and practices.
- Passing knowledge of our traditional cultures, values, goals and practices to future generations.
- Forging bonds with the land and its resources through acknowledgment and use of cultural practices.
- Sharing traditional knowledge from older generations to younger generations.

PILLER 3: PROTECTION AND PROMOTION OF HERITAGE

Heritage consists of the traditions and way of life passed down through generations and inherited by our peoples today. Heritage is closely connected to, but distinct, from culture. Heritage is about maintaining a connection to the past, through the present and into the future. It is about stewardship and maintenance of traditions and practices, as well as stewardship of our lands and waters.

It is recognized and acknowledged that each Band Class Member has its own heritage that is unique.

The third pillar is the **protection and promotion of heritage** and may include initiatives with one or more of the following goals:

- Preserving and strengthening knowledge of our shared inheritance.
- Passing knowledge of heritage to future generations.
- Preserving knowledge of the creation and maintenance of our material cultures.
- Fostering connection to and protection of lands and waters.
- Sustaining our resources in our lands.
- Fostering multiculturalism from nation to nation.

PILLER 4: WELLNESS FOR INDIGENOUS COMMUNITIES AND PEOPLE

Wellness consists of emotional, physical, spiritual and mental health and wellbeing. Wellness involves healthy relationships, wisdom, respect and responsibility.

It is recognized and acknowledged that wellness is connected to our cultures, traditions, and knowledge, and that wellness of our communities and peoples is best achieved through practicing

our cultures and traditions, and through connection to the land.

Residential Schools have caused intergenerational harms that have had and continue to have a devastating impact on the wellness of our peoples. The fourth pillar is the promotion of **wellness for our communities and our people** to address these harms and may include initiatives with one or more of the following goals:

- Promoting holistic and traditional modes of wellness.
- Creating strong and healthy families in our communities.
- Raising our children and youth in a positive and healthy environment.
- Creating individual empowerment.
- Promoting the physical well-being of our people.
- Protecting and reviving healthful eating with traditional foods.
- Fostering relationships with the land.
- Promoting the practice of traditional values such as self-respect, respect toward others, humility, love, caring, sharing, honesty, and discipline.
- Addressing social harms that are the result of intergenerational trauma, including lateral violence, suicide, and drug and alcohol addiction and abuse.

Note: The goals listed under each Pillar are examples and not meant to exhaust the initiatives that may be undertaken under any of the Pillars but rather to show the types of initiatives that may be covered under the Four Pillars.

Schedule B – Plan for Disseminating Notice of the Settlement Approval

Schedule "B"

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Gottfriedson et al. v. His Majesty the King in Right of Canada

(Court File No. T-1542-12)

Plan of Dissemination – Notice of Settlement Approval

The notice of settlement approval ("Notice") will be sent directly to all Band Class Members. Class Counsel will take further steps to confirm that Class Members have received the Notice.

A comprehensive list of Band Class Members is attached as Schedule "A" to the Order of Justice McDonald dated September 6, 2022, as amended January 23, 2023. Because this is an opt-in class action, all 325 Class Members are known to Class Counsel. Further, Class Counsel have had direct contact with each Class Member, including in February 2022, as part of the re-opened opt-in process, and again in January 2023, in order to provide notice of the proposed settlement and settlement approval hearing.

Class Counsel have maintained a comprehensive spreadsheet of contact information for each Class Member, including email addresses, mailing addresses, fax numbers (where available) and phone numbers.

DIRECT CONTACT

The Court-approved Notice will be sent directly to the administrative and/or political office of each Class Member by email, mail and, where available, fax by March 10, 2023. The Notice requests that Class Members confirm receipt of the Notice with Class Counsel to ensure that Notice is effective.

Class Counsel will contact the administrative and/or political office of each Class Member that does not confirm receipt of the Notice, directly by phone, to ensure that all Class Members have, in fact, received the Notice.

WEBSITE

The information in the Notice will be posted at www.bandreparations.ca by March 3, 2023.

LANGUAGES

The Notice will be sent to the Class Members in English and French. Key information from the Notices will also be made available in six of the most commonly used Indigenous languages – James Bay / Eastern Cree, Plains Cree, Ojibwe, Dene, Inuktitut, and Mi'kmaq – as soon as practicable on www.bandreparations.ca.

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CLASS COUNSEL CONTACT

Class Counsel have established a dedicated toll-free number and email address in order to receive inquiries from Class Members and from the general public. Class Counsel will use the toll-free number and email address to communicate the information contained in the Notice.

Schedule C – Notice of Settlement Approval (English and French)

Schedule "C"

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Gottfriedson et al. v. His Majesty the King in Right of Canada
(Court File No. T-1542-12)

**INDIAN RESIDENTIAL SCHOOLS
BAND REPARATIONS CLASS ACTION
NOTICE OF SETTLEMENT APPROVAL**

IMPORTANT

You are receiving this Notice because your Band has opted into (i.e., joined) the *Gottfriedson* Band Reparations Class Action.

The Settlement Agreement has received the Federal Court's approval. It is now final and binding on all members of the Band Class.

PLEASE READ THIS NOTICE CAREFULLY TO UNDERSTAND HOW YOUR BAND'S RIGHTS WILL BE AFFECTED.

Please confirm that your Band has received this Notice by emailing Class Counsel at bandclass@waddellphillips.ca.

BAND REPARATIONS CLASS ACTION

The Band Reparations Class Action is a lawsuit against the Government of Canada. The lawsuit is about the collective harm suffered by Indigenous communities as a result of Indian Residential Schools. The lawsuit says that the Government of Canada is responsible for damages to Indigenous communities caused by the Indian Residential School system, and in particular, the collective harm suffered by Indigenous communities due to the loss of language and culture because of Indian Residential Schools.

This lawsuit is not about harms suffered by individual survivors who attended Indian Residential Schools. Instead, it is about the collective harm suffered by Indigenous communities as a group as a result of Indian Residential Schools.

This lawsuit was brought by representative plaintiff First Nations Tk'emlúps te Secwépemc and shishálh Nation (the "Representative Plaintiff Bands"), with the support of the Grand Council of the Crees (Eeyou Istchee) (the "Three Nations").

325 First Nations Bands are part of the lawsuit. In order to participate, Bands had to "opt-in" or "join" the class action. The opt-in period is now closed, and it is no longer possible to join the lawsuit. For a complete list of which Bands joined the lawsuit, go to www.bandreparations.ca

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SETTLEMENT APPROVAL

On [•], 2023 the Federal Court has approved the Settlement Agreement reached between the Representative Plaintiffs and the Government of Canada, which fully and finally resolves the Band Reparations Class Action. As part of the settlement approval process, the Federal Court determined that the Settlement Agreement is fair, reasonable, and in the best interests of the Class Members. This means that **the Settlement Agreement is now final and binding on the parties.**

SETTLEMENT AGREEMENT OVERVIEW

- The Government of Canada will pay \$2.8 billion to the Trust/Not-For-Profit for the benefit of the Class Members in accordance with the Four Pillars;
- The case will not proceed to a trial; *end*
- The Band Class Members will not be able to bring future lawsuits against Canada for the collective harms suffered by that Band as a result of Indian Residential Schools.

For greater clarity, the Settlement Agreement will not impact any possible claims regarding children who died or disappeared while in attendance at Residential Schools.

Because your Band has opted in to the Band Reparations Class Action as a Class Member, your Band is bound by the terms of the Settlement Agreement.

DETAILED TERMS OF SETTLEMENT AGREEMENT

The agreement is based on the **Four Pillars principles**, namely:

- Revival and protection of **Indigenous languages**;
- Revival and protection of **Indigenous cultures**;
- **Wellness** for Indigenous communities and their members;
- Promotion and protection of **heritage**.

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The key terms of the settlement agreement are:

- The government of Canada will make a payment of **\$2,800,000,000.00 (two billion eight hundred million dollars)** (the "Fund") to a Trust/Not-For-Profit to fully and finally resolve the Band Reparations Class Action.
- The Trust/Not-For-Profit will be responsible for prudently investing the Fund, and for distributing the Fund to the 325 class members to support the **Four Pillar principles** in accordance with the Disbursement Policy.
- The Disbursement Policy will include the following:
 - **Planning funds:** Each Band Class member will receive an initial one-time payment of \$200,000 for the purposes of developing a plan to carry out one or more of the objectives and purposes of the Four Pillars;
 - **Initial Kick-Start Funds:** Upon receipt and review of a plan from a band, the Fund shall disburse the Initial Kick-Start Funds, which shall be equal to the Band's proportionate share of \$325,000,000, with 40% attributable for base rate, with the remaining 60% to be used to adjust for population. The base rate is an equal amount payable to each Band. The Board will determine an appropriate adjustment for remoteness for the Initial Kick-Start Funds, with any such funds required to account for remoteness being in addition to the \$325,000,000.
 - **Annual Entitlement:** Each Band will receive a share of annual investment income that is available for distribution. That share will be equal to the Band's proportionate share, adjusted for population and remoteness.
- All monies that remain in the Fund after the payment of the Planning Funds and the Kick-Start Funds will be prudently invested by the Trust/Not-For-Profit in accordance with professional investment advice.
- The Fund will operate for a period of 20 years. For the 20-year life of the Fund, the Annual Entitlement payments will be made from the investment income earned from the Fund. The capital of the Fund will be maintained.
- At the end of the 20-year life of the Fund, the remaining funds consisting of the capital of the Fund and any undisbursed investment income will be disbursed to the Class. Each Band's share will be equal to the Band's proportionate share of the remaining funds.
- The Trust/Not-For-Profit will be responsible for determining the Disbursement Policy, which will consist of a base rate, a population adjustment, and a

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remoteness adjustment. That formula will allocate 40% to base rate, and 60% to population and remoteness adjustments.

- The Trust/Not-For-Profit will be governed by a board of nine Indigenous directors, eight of which will be selected through a process involving the Representative Plaintiff Bands and, in the case of Regional Directors, by the Class Members, and one of which will be chosen by Canada.
- The Trust/Not for Profit will have regional representation.
- In exchange for the benefits of the agreement, the Band Class members are deemed to agree to a release which will prevent them from bringing any legal claims in future against Canada regarding the collective harms caused to them by the creation and operation of Indian Residential Schools.
- Lawyers' fees and expenses will be paid by the Government of Canada and will not be deducted from the compensation paid to the Band Class. Canada has agreed to pay \$20,000,000.00 (twenty million dollars) to reimburse the Three Nations that provided funding for this litigation, and for all legal fees and expenses incurred by Class Counsel. These fees and expenses [must be/were] approved by the Court.

FURTHER INFORMATION

More information about your rights and details of the settlement (including the settlement agreement) can be found on the bandreparations.ca website.

Class Counsel can be reached at:

Waddell Phillips Professional Corporation

Phone: 1-888-370-1045 (toll-free)

Fax: 416-477-1657

Email: bandclass@waddellphillips.ca

Att'n: Band Reparations Class Action

36 Toronto Street, Suite 1120

Toronto, ON

M5C 2C5

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Gottfriedson et al. c. Sa Majesté le Roi du chef du Canada
(N° de dossier du greffe : T-1542-12)

**RECOURS COLLECTIF EN RÉPARATION PRÉSENTÉ PAR
LES BANDES CONCERNANT LES PENSIONNATS INDIENS
AVIS D'APPROBATION DU RÈGLEMENT**

IMPORTANT

Vous recevez cet avis parce que votre bande a choisi de participer (autrement dit, elle s'est jointe) au recours collectif *Gottfriedson* en réparation présenté par les bandes.

L'accord de règlement a été approuvé par la Cour fédérale. L'accord est donc définitif et lie tous les membres du groupe des bandes.

LISEZ ATTENTIVEMENT CET AVIS POUR COMPRENDRE COMMENT LES DROITS DE VOTRE BANDE SERONT AFFECTÉS.

Veillez confirmer que votre bande a reçu le présent avis en envoyant un courriel aux avocats du groupe au courriel : bandclass@waddellphillips.ca.

RECOURS COLLECTIF EN RÉPARATION PRÉSENTÉ PAR LES BANDES

Le recours collectif en réparation présenté par les bandes est une action en justice contre le gouvernement du Canada. Cette action porte sur les préjudices collectifs subis par les communautés autochtones en raison des pensionnats indiens. L'action en justice allègue que le gouvernement du Canada est responsable des dommages causés aux communautés autochtones par le système des pensionnats indiens, et plus particulièrement du préjudice collectif subi par les communautés autochtones en raison de la perte de leur langue et de leur culture à cause des pensionnats indiens.

Cette action en justice ne porte pas sur les préjudices subis par les survivants individuels qui ont fréquenté les pensionnats indiens, mais sur les préjudices collectifs subis par les communautés autochtones en tant que groupe à cause des pensionnats indiens.

Cette action en justice a été intentée par les Premières Nations Tk'emlúps te Secwépemc et la Nation shisháh (les « Bandes représentatives des demandeurs »), avec le soutien du Grand Conseil des Cris (Eeyou Istchee).

Au total, 325 bandes des Premières Nations font partie de cette action en justice. Pour pouvoir participer, les bandes ont dû choisir de « s'inscrire » ou de « se joindre » au

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recours collectif. La date limite pour être inclut dans ce recours est maintenant passée et il n'est plus possible de s'y joindre. Pour obtenir la liste complète des bandes qui se sont jointes à l'action en justice, consultez le site www.bandreparations.ca.

ACCORD DE RÈGLEMENT

Le [·], 2023, la Cour fédérale a approuvé l'accord de règlement conclu entre les Bandes représentatives des demandeurs et le gouvernement du Canada et cet accord résout complètement et définitivement le recours collectif en réparation présenté par les bandes. En approuvant l'accord de règlement, la Cour fédérale a déterminé que l'accord est équitable, raisonnable et dans les meilleurs intérêts du groupe. Ceci veut dire que l'accord de règlement est maintenant définitif et lie les parties.

APERÇU DE L'ACCORD DE RÈGLEMENT

- Le gouvernement du Canada effectuera un paiement de 2,8 milliards de dollars à une fiducie/un organisme sans but lucratif au bénéfice des membres du groupe selon les principes des quatre piliers;
- Il n'y aura pas un procès sur le fond; and
- Les membres du groupe des bandes seront empêchés d'intenter à l'avenir des actions en justice contre le Canada relativement aux préjudices collectifs que les pensionnats indiens leur ont été causés.

Pour plus de clarté, l'accord de règlement n'aura pas d'incidence sur toutes réclamations éventuelles concernant les enfants décédés ou disparus pendant leur fréquentation des pensionnats.

Comme votre bande s'est jointe à ce recours collectif en tant que membre du groupe, votre bande est liée par les provisions de l'accord.

TERMES DÉTAILLÉS DE L'ACCORD DE RÈGLEMENT

L'accord est fondé sur les principes des quatre piliers, à savoir :

- Revitalisation et protection des langues autochtones;
- Revitalisation et protection des cultures autochtones;
- Bien-être des communautés autochtones et de leurs membres;
- Promotion et protection du patrimoine.

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Les principales conditions de l'accord de règlement sont les suivantes :

- Le gouvernement du Canada effectuera un paiement de **2,8 milliards de dollars** (le « Fonds ») à une fiducie/un organisme sans but lucratif afin de régler entièrement et définitivement le recours collectif en réparation présenté par les bandes.
- La fiducie/l'organisme sans but lucratif sera chargé(e) d'investir prudemment le Fonds et de le distribuer aux 325 membres du recours collectif afin de soutenir **les principes des quatre piliers**, conformément à la Politique de décaissement.
- La **Politique de décaissement** comprendra les éléments suivants :
 - **Fonds de planification** : chaque membre du groupe des bandes recevra un paiement initial unique de 200,000\$ pour l'élaboration d'un plan visant à réaliser un ou plusieurs des objectifs et des buts des quatre piliers;
 - **Fonds de démarrage initial** : sur réception et examen du plan d'une bande, le Fonds versera les fonds de démarrage initial, qui seront égaux à la part proportionnelle de 325 millions de dollars de la bande, 40 % étant attribuables au taux de base, et les 60 % restants devant servir au rajustement en fonction de la taille de la population. Le taux de base est un montant égal payable à chaque bande. Le Conseil déterminera un rajustement approprié en fonction de l'éloignement de la bande pour les fonds de démarrage initiaux, ces fonds devant tenir compte de l'éloignement étant en sus des 325 millions de dollars;
 - **Droit annuel** : chaque bande recevra une part du revenu annuel d'investissement qui est disponible pour la distribution. Cette part sera égale à la part proportionnelle de la bande, rajustée en fonction de la taille de la population et de l'éloignement.
- Toutes les sommes qui restent dans le Fonds après le versement des fonds de planification et des fonds de démarrage seront investies avec prudence par la fiducie/l'organisme sans but lucratif conformément aux conseils professionnels en matière d'investissement.
- Le Fonds exercera ses activités pendant une période de 20 ans.
- Pendant la durée de vie de 20 ans du Fonds, les paiements annuels de droits seront effectués à partir des revenus d'investissement du Fonds. Le capital du Fonds sera conservé.
- À la fin de la durée de vie de 20 ans du Fonds, les fonds restants, composés du capital du Fonds et de tout revenu d'investissement non décaissé, seront versés

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au groupe. La part revenant à chaque bande sera égale à sa part proportionnelle dans les fonds restants.

- La fiducie/l'organisme à but non lucratif sera chargé(e) de déterminer la Politique de décaissement, qui consistera en un taux de base, un rajustement pour la taille de la population et un rajustement pour l'éloignement. Cette formule attribuera 40 % au taux de base, et 60 % aux rajustements en fonction de la taille de la population et de l'éloignement.
- La fiducie/l'organisme sans but lucratif sera dirigé(e) par un conseil de neuf administrateurs autochtones, dont huit seront choisis par les Bandes représentatives des demandeurs et par les membres du groupe, et un sera choisi par le Canada.
- Le fiducie/le fondation disposera d'une représentation régionale.
- En échange des avantages découlant de l'accord, les membres du groupe des bandes sont réputés accepter une décharge qui les empêchera d'intenter à l'avenir toute action en justice contre le Canada relativement aux préjudices collectifs qui leur ont été causés par la création et le fonctionnement des pensionnats indiens.
- Les frais et les dépenses juridiques seront payés par le gouvernement du Canada et ne seront pas déduits de l'indemnisation versée au groupe des bandes. Le Canada a accepté de payer 20 millions de dollars pour rembourser les Trois Nations qui ont fourni des fonds pour ce litige ainsi que pour payer tous les frais et dépenses juridiques engagés par les avocats du groupe. Ces frais et dépenses [doivent être / ont été] approuvés par la Cour.

RENSEIGNEMENTS SUPPLÉMENTAIRES

Vous trouverez de plus amples renseignements sur vos droits et sur les détails du règlement (y compris l'accord de règlement) sur le site Web bandreparations.ca.

Les avocats du groupe peuvent être joints à l'adresse suivante :

Waddell Phillips Professional Corporation

Téléphone : 1 888 370-1045 (sans frais)

Télécopieur : 416 477-1657

Courriel : bandclass@waddellphillips.ca

Attn : Band Reparations Class Action

36 Toronto Street, Suite 1120

Toronto, ON M5C 2C5

FEDERAL COURT

SOLICITORS OF RECORD

DOCKET: T-1542-12
STYLE OF CAUSE: CHIEF SHANE GOTTFRIEDSON ET AL v HIS
MAJESTY THE KING IN RIGHT OF CANADA

PLACE OF HEARING: VANCOUVER, BRITISH COLUMBIA

DATE OF HEARING: FEBRUARY 27 AND FEBRUARY 28, 2023

ORDER AND REASONS: MCDONALD J.

DATED: MARCH 9, 2023

APPEARANCES:

Peter R. Grant FOR THE PLAINTIFFS
Diane Soroka
John Kingman Phillips, KC
W. Cory Wanless
Jonathan Schachter
Flora Yu

Travis Henderson FOR THE DEFENDANT
Ainslie Harvey

Oliver Pulleyblank FOR WAUZHUSHK ONIGUM NATION
Melissa Rumbles

SOLICITORS OF RECORD:

Peter Grant Law FOR THE PLAINTIFFS
Barrister & Solicitor
Vancouver, BC

Diane Soroka Advocate Inc.
Barrister & Solicitor
Westmount, QC

Waddell Phillips
Professional Corporation
Toronto, ON

Attorney General of Canada
Department of Justice
Vancouver, BC

Pulleyblank Law
Vancouver, BC

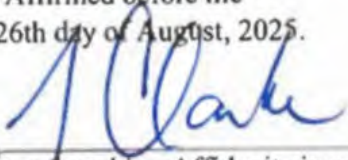
First Peoples Law LLP
Vancouver, BC

FOR THE DEFENDANT

FOR WAUZHUSHK ONIGUM NATION

2024 01G CP 0064

This is **Exhibit 7** referred to in the
Affidavit of **Kimberlee Ford**
Affirmed before me
this 26th day of August, 2025.



A Commissioner for taking Affidavits in and for
the Province of Ontario

Jennifer Margaret Clarke, a Commissioner, etc.,
Province of Ontario, for the Government of Canada,
Department of Justice. Expires November 4, 2025.
Jennifer Margaret Clarke, commissaire, etc.,
province de l'Ontario, au service du gouvernement du Canada,
ministère de la Justice. Date d'expiration : le 4 novembre 2025.



Court File No. T-2169-16

FEDERAL COURT

CERTIFIED CLASS PROCEEDING

BETWEEN:

**GARRY LESLIE MCLEAN, ROGER AUGUSTINE,
CLAUDETTE COMMANDA, ANGELA ELIZABETH SIMONE SAMPSON,
MARGARET ANNE SWAN AND MARIETTE BUCKSHOT**

Plaintiffs

- and -

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA
as represented by THE ATTORNEY GENERAL OF CANADA**

Defendant

SETTLEMENT AGREEMENT

WHEREAS:

- A. On July 31, 2009, the Plaintiffs filed a putative class action in the Manitoba Court of Queen's Bench bearing Court File No. CI 09-01-62181, *McLean et al v. Attorney General of Canada*. An Amended Statement of Claim was filed on November 24, 2009.
- B. In May 2016, Class Counsel were retained by the Plaintiffs. A Fresh Statement of Claim was filed on November 17, 2016 in the Manitoba Court of Queen's Bench bearing Court File No. 09-01-62181. Concurrently, on December 15, 2016, the Plaintiffs filed a Statement of Claim in the Federal Court bearing Court File No. T-2169-16, *McLean et al v HMTQ*.
- C. Both the Federal Court action and the Manitoba Court of Queen's Bench action seek compensation and other benefits for students who attended Federal Indian Day Schools.
- D. Indigenous students across Canada were required to attend schools, including Indian Day Schools, after 1920. Federal Indian Day Schools were established, funded, controlled, and managed by Canada. Certain abuses were committed against and harms were suffered by students attending Indian Day Schools. These students were not included in the 2006 Indian Residential School Settlement.
- E. The Federal Court action was certified as a class proceeding by order of the Federal Court dated June 21, 2018.
- F. On November 30, 2018, the Parties entered into an Agreement in Principle with respect to the settlement of the Federal Court Class Action.
- G. The Parties intend there to be a fair, comprehensive and lasting settlement of claims related to Indian Day Schools, and further desire the promotion of

healing, education, commemoration, and reconciliation. They have negotiated this Settlement Agreement with these objectives in mind.

- H. Subject to the Settlement Approval Order and the expiry of the Opt Out Period without the Opt Out Threshold having been met or waived by the Defendant, the claims of the Survivor Class Members and Family Class Members, save and except for the claims of Survivor Class Members who have opted out of the class before the end of the Opt Out Period, shall be settled on the terms contained in this Agreement.

NOW THEREFORE in consideration of the mutual agreements, covenants, and undertakings set out herein, the Parties agree as follows:

INTERPRETATION

1.01 Definitions

In this Agreement, the following definitions apply:

“Advisory Committee” means the Advisory Committee as described in the Legacy Fund Distribution Plan;

“Agreement in Principle” means the Agreement in Principle dated November 30, 2018 attached hereto as Schedule A;

“Application” means an application for compensation by a Claimant to the Claims Administrator by a Survivor Class Member or his or her Estate Executor including related documentation;

“Approval Order” or **“Settlement Approval Order”** means the order or orders of

the Federal Court approving this Settlement Agreement.

“Business Day” means a day other than a Saturday or a Sunday or a day observed as a holiday under the laws of the Province or Territory in which the person who needs to take action pursuant to this Agreement is situated or a holiday under the federal laws of Canada applicable in the said Province or Territory;

“Canada” means Her Majesty the Queen in Right of Canada, the Attorney General of Canada, and their legal representatives, employees, agents, servants, predecessors, successors, executors, administrators, heirs, and assigns;

“Certification Order” means the order of the Federal Court dated June 21, 2018 certifying this Class Action under the Federal Court Rules, attached as Schedule D;

“Claim” means a claim for compensation made by a member of the Survivor Class under this Agreement by submitting an Application to the Claims Administrator;

“Claimant” means a member of the Survivor Class who makes a claim by completing and submitting an Application to the Claims Administrator;

“Claims Deadline” means the date which is two (2) years and six (6) months after the Implementation Date;

“Claims Administrator” means such entity as may be designated by the Parties from time to time and appointed by the Federal Court to carry out the duties assigned to it in this Agreement;

“Claims Process” means the process outlined in this Agreement including Schedule B and related forms, for the submission, assessment, determination and payment of compensation to Survivor Class Members;

“Class Counsel” means Gowling WLG (Canada) LLP;

“Class Period” means the period from and including January 1, 1920 and ending on the date of closure of any particular Indian Day School, or the date on which the management and control of a particular Indian Day School was effectively transferred from Canada or, if not transferred from Canada, the date on which a written offer of transfer by Canada was not accepted by the affected First Nation or Indigenous government;

“Court” means the Federal Court unless the context otherwise requires;

“Estate Executor” means the executor, administrator, trustee or liquidator of a deceased Survivor Class Member’s Estate;

“Exceptions Committee” or **“Exceptions Committee and its Members”** means the committee established in 11.01 and the persons who are appointed as members therein;

“Family Class Member” means all persons who are a spouse or former spouse, child, grandchild, or sibling of a Survivor Class Member and the spouse of a child, grandchild, or sibling of a Survivor Class member;

“Federal Court Class Action” means the class action certified by the Federal Court on June 21, 2018 with the style of cause: *Garry Leslie McLean, Roger Augustine, Angela Elizabeth Simone Sampson, Margaret Anne Swan and Mariette Lucille Buckshot v. Canada* (Federal Court File No. T-2169-16), or as amended;

“Federal Indian Day Schools” or **“Indian Day Schools”** means the day schools established, funded, controlled, and managed by Canada during the Class Period specifically limited to the dates of federal operation associated with each particular school, as identified in the Indian Day Schools List attached as Schedule K;

“McLean Day Schools Settlement Corporation” or “Corporation” means the Not-for-Profit Corporation established pursuant to 4.01;

“Implementation Date” means the latest of:

- a) thirty (30) days after the expiry of the Opt-Out Period; and
- b) the day following the last day on which a member of the Survivor Class or the Family Class may appeal or seek leave to appeal the Approval Order; and
- c) the date of the final determination of any appeal brought in relation to the Approval Order;

“Legacy Fund Distribution Plan” is the plan for the funding of Legacy Projects attached as Schedule J;

“Legacy Projects” means the projects described in the Legacy Fund Distribution Plan;

“Notice Plan” means the Notice Plan attached as Schedule F;

“Opt Out” means any Class Member who has delivered an Opt Out Form, attached as Schedule H, to the Claims Administrator within the Opt Out Period thereby excluding him or herself from the provisions of this Settlement Agreement and subsequent Court Orders;

“Opt Out Period” means the ninety (90) day period which commences on the date that the Federal Court approves this Settlement Agreement;

“Opt Out Threshold” means the Opt Out Threshold set out in 7.02;

“Parties” means the signatories to this Agreement;

“Person Under Disability” means

- a) a minor as defined by the legislation of that person's province or territory of residence; or
- b) a person who is unable to manage or make reasonable judgments or decisions in respect of their affairs by reason of mental incapacity and for whom a Personal Representative has been appointed;

“Personal Representative” means the person appointed to manage or make reasonable judgments or decisions in respect of the affairs of a Person Under Disability;

“Released Claims” means any and all actions or causes of actions that have been asserted or could have been asserted in relation to an individual's attendance at an Indian Day School during the Class Period, save and except for those claims of Survivor Class Members who have opted out of this Settlement within the Opt Out Period;

“Request for Deadline Extension” means a request for an extension of the Claim Deadline made by a Survivor Class Member in accordance with Schedule I; however, no requests may be made more than six (6) months after the Claims Deadline;

“Settlement Agreement” or **“Agreement”** means this Agreement and the Schedules attached hereto;

“Survivor Class Member” means a person, including a Person Under Disability, who attended an Indian Day School and is described in the Certification Order as a

member of the Survivor Class;

“Third Party Assessor” means the person or persons appointed by the Court to carry out the duties of the Third Party Assessor as specified in this Agreement and in the Claims Process.

1.02 No Admission of Liability

This Agreement shall not be construed as an admission of liability by the Defendant.

1.03 Headings

The division of this Agreement into paragraphs, the use of headings, and the appending of Schedules are for convenience of reference only and do not affect the construction or interpretation of this Agreement.

1.04 Extended Meanings

In this Agreement, words importing the singular number include the plural and *vice versa*, words importing any gender include all genders and words importing persons include individuals, partnerships, associations, trusts, unincorporated organizations, corporations, and governmental authorities. The term “including” means “including without limiting the generality of the foregoing”.

1.05 No *Contra Proferentem*

The Parties acknowledge that they have reviewed and participated in settling the terms of this Agreement and they agree that any rule of construction to the effect that any ambiguity is to be resolved against the drafting Parties is not applicable in interpreting this Agreement.

1.06 Statutory References

In this Agreement, unless something in the subject matter or context is inconsistent

therewith or unless otherwise herein provided, a reference to any statute is to that statute as enacted on the date thereof or as the same may from time to time have been amended, re-enacted, or replaced and includes any regulations made thereunder.

1.07 Day For Any Action

Where the time on or by which any action required to be taken hereunder expires or falls on a day that is not a Business Day, such action may be done on the next succeeding day that is a Business Day.

1.08 Final Order

For the purpose of this Agreement, a judgment or order becomes final when the time for appealing or seeking leave to appeal the judgement or order has expired without an appeal being taken or leave being sought or, in the event that an appeal is taken or leave to appeal is sought, when such appeal or leave to appeal and such further appeals as may be taken have been disposed of and the time for further appeal, if any, has expired.

1.09 Currency

All references to currency herein are to lawful money of Canada.

1.10 Compensation Inclusive

The amounts payable to Survivor Class Members under this Agreement are inclusive of any prejudgment or post-judgment interest or other amounts that may be claimed by Survivor Class Members against Canada for claims arising out of the Federal Court Class Action.

1.11 Schedules

The following Schedules to this Agreement are incorporated into and form part

of this Agreement:

Schedule A	Agreement in Principle, signed November 30, 2018
Schedule B	Claims Process including Harms Grid and Claims Form, substantially in the form attached
Schedule C	Amended Statement of Claim, Order pending
Schedule D	Certification Order (English and French versions)
Schedule E	Notice of Certification and Settlement Approval Hearing (long and short forms), substantially in the form attached
Schedule F	Notice Plan (long and short form), substantially in the form attached
Schedule G	Draft Federal Court Approval Order, substantially in the form attached
Schedule H	Opt Out Form, substantially in the form attached
Schedule I	Request for Deadline Extension, substantially in the form attached
Schedule J	Legacy Fund Distribution Plan
Schedule K	Indian Day Schools List, substantially in the form attached

1.12 No Other Obligations

All actions, causes of action, liabilities, claims, and demands whatsoever of every nature or kind for damages, contribution, indemnity, costs, expenses, and interest which any Survivor Class Member or Family Class Member ever had, now has, or may hereafter have arising in relation to the Federal Court Class Action against Canada, whether such claims were made or could have been made in any

proceeding, will be finally settled based on the terms and conditions set out in this Agreement upon the Implementation Date, and Canada will have no further liability except as set out in this Agreement.

1.13 Entire Agreement

This Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof and cancels and supersedes any prior or other understandings and agreements between or among the Parties with respect thereto. There are no representations, warranties, terms, conditions, undertakings, covenants or collateral agreements, express, implied, or statutory between or among the Parties with respect to the subject matter hereof other than as expressly set forth or referred to in this Agreement.

1.14 Benefit of the Agreement

This Agreement will enure to the benefit of and be binding upon the Parties and their respective heirs, Estate Executors, and Personal Representatives.

1.15 Applicable Law

This Agreement will be governed by and construed in accordance with the laws of the Province or Territory where the Survivor Class Member or Family Class Member resides and the laws of Canada applicable therein.

1.16 Counterparts

This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same Agreement.

1.17 Official Languages

Canada will prepare a French translation of this Agreement for use at the Settlement

Approval Hearing. As soon as practicable after the execution of this Agreement, Canada will arrange for the preparation of an authoritative French version. The French version shall be of equal weight and force at law.

EFFECTIVE DATE OF AGREEMENT

2.01 Date when Binding and Effective

This Agreement will become binding and effective on and after the Implementation Date on the Parties and all Survivor Class Members and Family Class Members. The Approval Order of the Federal Court constitutes approval of this Settlement Agreement by all Survivor Class Members who have not exercised their right to opt out of the settlement.

2.02 Effective in Entirety

Subject to 2.03, none of the provisions of this Agreement will become effective unless and until the Federal Court approves this Agreement.

2.03 Legal Fees are Severable

In the event that the Federal Court does not approve the legal fees set out in 13.01 and 13.02 but otherwise approves the Agreement, the provisions of the Agreement other than 13.01 and 13.02 will come into effect on the Implementation Date. 13.01 and 13.02 will not come into effect unless and until the Federal Court so orders.

LEGACY FUNDING

3.01

Canada agrees to provide the amount of two hundred million dollars (\$200,000,000.00) to be used to support Legacy Projects for commemoration, wellness/healing, and the restoration and preservation of Indigenous languages and culture.

3.02 Transfer of Monies for the Legacy Fund

The monies described in 3.01 will be paid by Canada to the McLean Day Schools

Settlement Corporation within thirty (30) days after the Implementation Date.

MCLEAN DAY SCHOOLS SETTLEMENT CORPORATION

4.01 Establishing the McLean Day Schools Settlement Corporation

As part of the legacy of Indian Day Schools, the Parties are committed to implementing a Settlement Agreement that contributes to truth, healing and reconciliation. The Parties agree that these essential objectives will be supported and promoted through the funding of Legacy Projects. To this end, the McLean Day Schools Settlement Corporation ("Corporation") will be established under the *Canada Not-for-Profit Corporations Act* prior to the Implementation Date to promote Legacy Projects.

4.02 Directors

The first Directors of the Corporation will be appointed by the Parties.

4.03 Responsibilities of Directors

The Directors shall manage and/or supervise the management of the activities and affairs of the Corporation that will receive, hold, invest, manage, and disburse the monies described in the Legacy Funding provisions of the Agreement and any other monies transferred to the Corporation under this Agreement.

4.04 Advisory Committee

In carrying out their responsibilities to fund Legacy Projects the Directors will give consideration to periodic recommendations and advice from the Day Schools Advisory Committee described in the Legacy Fund Distribution Plan.

4.05 Separate Accounts

The Corporation shall not commingle the amounts under 3.01 and 5.01, except as provided under 5.04.

4.06 Legacy Project Funding

For greater certainty, it is intended that Survivor Class Members and Family Class Members will be eligible to benefit from the Legacy Projects described in the Legacy Fund Distribution Plan.

COMPENSATION FOR INDIVIDUAL CLAIMANTS

5.01 Payment to Survivor Class Members

Canada will pay the sum of one billion two hundred and seventy million dollars (\$1,270,000,000.00) within thirty (30) days after the Implementation Date to the McLean Day Schools Settlement Corporation for the purpose of funding the Claims Administrator to pay Level 1 compensation to Survivor Class Members, as described in the Claims Process. This sum and any interest earned on this sum will be used to pay Level 1 compensation.

5.02 Funds Transferred from the McLean Day Schools Settlement Corporation

- (1) The McLean Day Schools Settlement Corporation will, following a request from the Claims Administrator, transfer funds to the Claims Administrator to provide for payment to Survivor Class Members receiving Level 1 compensation, as described in the Claims Process;
- (2) Requests received from the Claims Administrator will be based on the Claims Administrator's projected payout of eligible Claims on a monthly basis;
- (3) The McLean Day Schools Settlement Corporation and its Directors will have no responsibility to verify the accuracy or validity of the amount of any request

from the Claims Administrator and will be indemnified and saved harmless by the Claims Administrator in connection with each transfer of funds; and

- (4) The McLean Day Schools Settlement Corporation and its Directors will have no responsibility to verify the accuracy or validity of the amount of any payment made by the Claims Administrator to an eligible Claimant, and will be indemnified and saved harmless by the Claims Administrator in connection with any activity under 10.01 and the Claims Process.

5.03 Insufficient Funds for Level 1 Claimants

Should the Claims Administrator advise the Parties that the funds provided by Canada for Level 1 compensation under 5.01 are insufficient to satisfy Level 1 claims, Canada will provide additional funding to the Claims Administrator to fund all approved Level 1 claims provided that Canada's total obligation to fund Level 1 claims shall not exceed the total sum of one billion four hundred million dollars (\$1,400,000,000.00).

5.04 Surplus in Initial Funding of Level 1 Claimants

- (1) Any amounts paid by Canada to the McLean Day Schools Settlement Corporation pursuant 5.01 above, together with all earned interest, that remain with the Corporation after all Level 1 payments have been made will be reassigned to provide additional funding for Legacy Projects. Transfer of any surplus in the Level 1 fund at such time will not contravene 4.05 above.
- (2) Any amounts, together with all earned interest, that remain with the Claims Administrator after all Level 1 payments have been made will be transferred to the McLean Day Schools Settlement Corporation as additional funding for Legacy Projects.

5.05 Transfer of Funds by Canada

Canada will transfer funds directly to the Claims Administrator to provide for payment to Survivor Class Members at Levels 2 to 5 compensation, as described in the Claims

Process.

5.06 Social Benefits

- (1) Canada will make its best efforts to obtain the agreement of the provinces and territories that the receipt of any payments pursuant to this Agreement will not affect the quantity, nature or duration of any social benefits or social assistance benefits payable to a Survivor Class Member pursuant to any legislation of any province or territory of Canada.
- (2) Further, Canada will make its best efforts to obtain the agreement of the necessary Departments of the Government of Canada that the receipt of any payments pursuant to this Agreement will not affect the quantity, nature or duration of any social benefits or social assistance benefits payable to a Survivor Class Member pursuant to any Canadian social benefit programs including Old Age Security and Canada Pension Plan.

IMPLEMENTATION OF THIS AGREEMENT

6.01 The Federal Court Class Action

The Amended Statement of Claim in the Federal Court Class Action is attached as Schedule C.

6.02 Certification Order

The Certification Order of the Federal Court dated June 21, 2018 is attached as Schedule D.

6.03 Federal Court Approval Order

The Parties agree that an Approval Order of this Settlement Agreement will be sought from the Federal Court substantially in the form attached as Schedule G and

shall include the following provisions:

- (1) incorporating by reference this Agreement in its entirety including all Schedules;
- (2) ordering and declaring that the Order is binding on all Survivor Class Members and Family Class Members, including Persons Under Disability, unless they have opted out on or before the expiry of the Opt Out Period; and,
- (3) ordering and declaring that on the expiry of the Opt Out Period, no Survivor Class Members save and except those who have opted out on or before expiry of the Opt Out Period, and no Family Class Members may commence proceedings against Canada seeking compensation or other relief arising from or in relation to a Survivor Class Member's attendance as a student at a Federal Indian Day School.

6.04 Notice Plan

- (1) The Parties agree that approval of the Notice Plan, substantially in the form attached as Schedule F, will be sought from the Federal Court whereby Survivor Class Members and Family Class Members will be provided with Notice of the Settlement Approval Order and how they may apply for compensation.
- (2) The Parties further agree that the contact information set out in the Notice Plan will be referenced in the written materials and website information and that there will be a "1-800" number funded by Canada, which will provide scripted information concerning this Settlement.

6.05 Funding of the Notice Plan

Canada agrees to fund the implementation of the Notice Plan.

OPTING OUT

7.01 Right to Opt Out

Survivor Class Members and consequently, related Family Class Members, have the right to opt out of the Class Action by completing an Opt Out Form, substantially in the form attached as Schedule H, and sending such form to the Claims Administrator no later than ninety (90) days after the Settlement Approval Order.

7.02 Opt Out Threshold

If the number of Survivor Class Members opting out of the Settlement exceeds ten thousand (10,000), this Settlement Agreement will be void and the Approval Order will be set aside in its entirety subject only to the right of Canada, in its sole discretion, to waive compliance with this provision. Canada has the right to waive compliance with this provision within thirty (30) days after the end of the Opt Out Period. For greater certainty, the Opt Out Threshold does not include Opt Outs filed by Family Class Members.

PAYMENTS TO ESTATE EXECUTORS OR PERSONAL REPRESENTATIVES

8.01 Compensation if Deceased

If a Survivor Class Member dies on or after July 31, 2007 and an Application has been submitted to the Claims Administrator by him or her prior to his or her death, or by his or her Estate Executor after his or her death, the Estate Executor shall be paid the compensation to which the deceased Survivor Class Member would have been entitled under the Claims Process attached as Schedule B, as if he or she had not died.

8.02 Person Under Disability

If a Survivor Class Member who submitted an Application to the Claims Administrator within the Claims Deadline is or becomes a Person Under Disability prior to their receipt of compensation, the Personal Representative of the Survivor Class Member will be paid the compensation to which the Survivor Class Member would have been entitled under the Claims Process attached as Schedule B.

8.03 Canada, Claims Administrator, Class Counsel, Third Party Assessor and Exceptions Committee and its Members, Held Harmless

Canada, the Claims Administrator, Class Counsel, Third Party Assessor and the Exceptions Committee and its Members shall be held harmless from any and all claims, counterclaims, suits, actions, causes of action, demands, damages, penalties, injuries, setoffs, judgments, debts, costs, expenses (including without limitation legal fees and expenses) or other liabilities of every character whatsoever by reason of or resulting from a payment or non-payment to a Personal Representative, Estate Executor or estate pursuant to this order.

CLAIMS PROCESS

9.01 Claims Process

- (1) The Claims Administrator will pay compensation to a Survivor Class Member provided that:
 - a) the Application is submitted to the Claims Administrator in accordance with the provisions of this Agreement;
 - b) the Application is received by the Claims Administrator prior to the Claims Deadline or any extension thereof;
 - c) the Survivor Class Member was alive on July 31, 2007; and
 - d) an award of compensation has been approved in accordance with

this Agreement including the Claims Process.

- (2) For greater certainty, a Survivor Class Member will only receive compensation if he or she attended an Indian Day School during dates of federal operation associated with each particular school as listed in Schedule K.

9.02 Compensation of Survivor Class Members

It is the intention of the Parties that compensation will be paid to Survivor Class Members who have suffered psychological, physical, and sexual abuse at Indian Day Schools. The amount of the compensation will be determined in accordance with the Claims Process attached as Schedule B. For greater certainty, compensation will only be paid to Survivor Class Members whose Applications have been deemed eligible for compensation in accordance with the Claims Process, attached as Schedule B.

9.03 Principles Governing Claims Administration

- (1) The Claims Process is intended to be expeditious, cost-effective, user-friendly and culturally sensitive. The Claims Administrator will identify and implement service times for the Claims Process no later than six months following the Implementation Date.
- (2) The intent is to minimize the burden on the Claimants in pursuing their Claims and to mitigate any likelihood of re-traumatization through the Claims Process. The Claims Administrator, Third Party Assessor, and the Exceptions Committee and its Members, shall, in the absence of reasonable grounds to the contrary, assume that a Claimant is acting honestly and in good faith. In considering an Application, the Claims Administrator, Third Party Assessor, and Exceptions Committee and its Members, shall draw all reasonable and favourable inferences that can be drawn in favour of the Claimant, as well as

resolving any doubt as to whether a Claim has been established in favour of the Claimant.

9.04 Finality of Decisions

- (1) A decision of the Claims Administrator is final and binding upon the Claimant without any recourse or appeal, except as set out in the Claims Process.
- (2) A decision of the Third Party Assessor is final and binding upon the Claimant and the Claims Administrator without any recourse or appeal, except as set out in the Claims Process.

9.05 Exceptions Committee

(1) The Third Party Assessor shall refer an Application to the Exceptions Committee where the harms described in the Application are not contemplated in the Harms Grid, as set out in the attached Schedule B, and where, having regard to the object, intention and spirit of the Settlement, the Third Party Assessor is of the opinion that the circumstances described by the Claimant are exceptional and should be considered for compensation.

(2) In case of a referral of an Application under 9.05(1), the Third Party Assessor shall forward reasons for the referral, together with the Application being referred.

(3) The decision of the Exceptions Committee on such a Claim will be final and not subject to review.

THE CLAIMS ADMINISTRATOR

10.01 Duties of the Claims Administrator

The Claims Administrator's duties and responsibilities include the following:

- a) developing, installing, and implementing systems, forms, information, guidelines and procedures for processing and making decisions on Applications in accordance with this Agreement;
- b) developing, installing, and implementing systems and procedures for making payments of compensation in accordance with this Agreement;
- c) providing personnel in such reasonable numbers as are required for the performance of its duties, and training and instructing them;
- d) keeping or causing to be kept accurate accounts of its activities and its administration, preparing such financial statements, reports, and records as are required by the Court;
- e) reporting to the Exceptions Committee on a monthly basis respecting,
 - i. Applications received and determined;
 - ii. Applications deemed ineligible by reason of the named school not appearing on Schedule K, where the Application names the particular school; and
 - iii. Applications deemed ineligible by reason of the Claimant attending an Indian Day School listed on Schedule K during a time wholly outside of the dates of federal operation for the respective Indian Day School;
- f) responding to enquiries respecting Applications, reviewing Applications and, with the assistance of the Third Party Assessor, making decisions in respect of Applications and giving notice of decisions in accordance with this Agreement;
- g) communicating with Claimants in either English or French, as the

Claimant elects, and if a Claimant expresses the desire to communicate in a language other than English or French making best efforts to accommodate him or her;

- h) such other duties and responsibilities as the Court may from time to time direct.

10.02 Appointment of the Claims Administrator

The Claims Administrator will be appointed by the Court on the recommendation of the Parties.

10.03 Appointment of the Third Party Assessor

The Third Party Assessor will be appointed by the Court on the recommendation of the Parties.

10.04 Costs of Claims Process

The costs of the Claims Process including those of the Claims Administrator and the Third Party Assessor will be paid by Canada.

EXCEPTIONS COMMITTEE

11.01 Exceptions Committee

- (1) There shall be an Exceptions Committee appointed by the Court consisting of four members: a Survivor Class Member, one member of Class Counsel who participated in the negotiation of this Agreement, one of Canada's legal counsel who participated in the negotiation of this Agreement and another individual agreed to by the Parties, each of whom is herein defined as a "Member" for the purposes of this Agreement;

- (2) The Exceptions Committee shall endeavour to reach consensus. If consensus is not possible, the Exceptions Committee shall decide by majority. If majority cannot be reached, the Member agreed to by the Parties shall cast the deciding vote.
- (3) Any of the four members to the Exceptions Committee may be substituted by agreement of the Parties.
- (4) The Exceptions Committee is a monitoring body established under this Settlement Agreement with the following responsibilities:
 - a) monitoring the work of the Claims Administrator and the Claims assessment process;
 - b) receiving and considering reports from the Claims Administrator, including on administrative costs;
 - c) giving such directions to the Claims Administrator as may, from time to time, be necessary;
 - d) considering and determining any disputes between the Parties in relation to the implementation of this Agreement;
 - e) receiving and deciding Requests for Deadline Extension;
 - f) considering and determining any Applications referred to it by the Third Party Assessor under 9.05;
 - g) referring to the Parties for determination and resolution, if appropriate and in a manner consistent with this Agreement, Claims for compensation that were the subject of a report by the Claims Administrator under 10.01(e) (ii) and (iii);

- h) dealing with any other matter referred to the Exceptions Committee by the Court.

11.02 Dispute Resolution

The Parties agree that any dispute in relation to the implementation of this Agreement will be finally determined by the Exceptions Committee.

11.03 Decisions are Final and Binding

The Decisions of the Exceptions Committee are intended to be final and binding.

11.04 Costs of Exceptions Committee

The costs of Class Counsel's participation in the Exceptions Committee will be paid from the Post-Implementation Fees. The costs of the remaining members' participation in the Exceptions Committee will be paid by Canada.

RELEASES

12.01 Survivor Class Member Releases

The Approval Order issued by the Court will declare that:

- (1) Each Survivor Class Member or his/her Estate Executor who has not opted out on or before the expiry of the Opt Out Period (hereinafter "Survivor Class Releasers") has fully, finally and forever released Canada, her servants, agents, officers and employees, from any and all actions, causes of action, common law, Quebec civil law and statutory liabilities, contracts, claims, and demands of every nature or kind available, asserted or which could have been asserted whether known or unknown including for damages, contribution, indemnity, costs, expenses, and interest which any such Survivor Class

Releasor ever had, now has, or may hereafter have, directly or indirectly, arising from or in any way relating to or by way of any subrogated or assigned right or otherwise in relation to the individual claims under the Federal Court Class Action, and this release includes any such claim made or that could have been made in any proceeding, whether asserted directly by the Survivor Class Releasor or by any other person, group, or legal entity on behalf of or as representative for the Survivor Class Releasor.

- (2) For greater certainty, Survivor Class Releasors are deemed to agree that if they make any claim or demand or take any actions or proceedings against another person or persons in which any claim could arise against Canada for damages or contribution or indemnity and/or other relief over, whether by statute or the common law, Quebec civil law in relation to the individual claims under the Federal Court Class Action, including any claim against Provinces or Territories or other entities, the Survivor Class Releasor will expressly limit his or her claims so as to exclude any portion of Canada's responsibility.
- (3) Upon a final determination of a Claim made under and in accordance with the Claims Process, Survivor Class Releasors are also deemed to agree to release the Parties, Class Counsel and counsel for Canada, the Claims Administrator, and the Third Party Assessor with respect to any claims that arise or could arise out of the application of the Claims Process, including but not limited to the sufficiency of the compensation received.

12.02 Family Class Member Releases

The Approval Order issued by the Court will declare that:

- (1) Each Family Class Member who has not opted out on or before the expiry of the Opt Out Period ("Family Class Releasors") has fully, finally and forever released Canada, her servants, agents, officers and employees, from any and all actions, causes of action, common law, Quebec civil law and

statutory liabilities, contracts, claims, and demands of every nature or kind available, asserted or which could have been asserted whether known or unknown including for damages, contribution, indemnity, costs, expenses, and interest which any such Family Class Releasor ever had, now has, or may hereafter have, directly or indirectly, arising from or in any way relating to or by way of any subrogated or assigned right or otherwise in relation to the individual claims under the Federal Court Class Action, and this release includes any such claim made or that could have been made in any proceeding, whether asserted directly by the Family Class Releasor or by any other person, group, or legal entity on behalf of or as representative for the Family Class Releasor.

(2) For greater certainty, Family Class Releasors are deemed to agree that if they make any claim or demand or take any actions or proceedings against another person or persons in which any claim could arise against Canada for damages or contribution or indemnity and/or other relief over, whether by statute, the common law, or Quebec civil law, in relation to the individual claims under the Federal Court Class Action, including any claim against Provinces or Territories or other entities, the Family Class Releasor will expressly limit his or her claims so as to exclude any portion of Canada's responsibility.

12.03 Deemed Consideration by Canada

Canada's obligations and liabilities under this Agreement constitute the consideration for the releases and other matters referred to in this Agreement and such consideration is in full and final settlement and satisfaction of any and all claims referred to therein and the Survivor Class Releasors and Family Class Releasors are limited to the benefits provided and compensation payable pursuant to this Agreement, in whole or in part, as their only recourse on account of any and all such actions, causes of actions, liabilities, claims, and demands.

LEGAL FEES

13.01 Class Counsel Fees

Canada agrees to pay Class Counsel in respect of their legal fees and disbursements the amount of fifty-five million dollars (\$55,000,000.00) plus applicable taxes within thirty (30) days after the Implementation Date.

13.02 Post-Implementation Fees

Within thirty (30) days after the Implementation Date, Canada will pay to Class Counsel the additional sum of seven million dollars (\$7,000,000.00) in trust for legal fees, applicable taxes and disbursements to be rendered by Class Counsel to Survivor Class Members for services rendered for a period of four (4) years after the Implementation Date. Fees and disbursements of Class Counsel incurred after the Implementation Date shall be approved by the Court on a quarterly basis. Any amount remaining in trust, including interest, after all such legal services have been completed and fees and disbursements approved shall be transferred by Class Counsel to the McLean Day Schools Settlement Corporation, to be used for Legacy Projects or as may be ordered by the Court.

13.03 Scope of Ongoing Legal Services

- (1) Class Counsel agrees that it will provide legal advice to Survivor Class Members on the implementation of this Settlement Agreement, including with respect to the payment of compensation, for a period of four (4) years after the Implementation Date.
- (2) Class Counsel agrees that it will not charge any Survivor Class Member for fees or disbursements in respect of any matter related to the administration of the Federal Court Class Action or to the implementation of this Settlement, including the payment of compensation.

13.04 Pre-Approval of Fees Required

No amounts, including legal fees or disbursements, may be charged to Survivor Class Members or Family Class Members in respect of compensation under this Settlement or any other advice, including legal advice, relating to this Settlement by anyone, including legal counsel, other than Class Counsel without the prior approval of such amounts by the Federal Court on a motion under Rule 334.4 of the Federal Court Rules on notice to the Parties.

13.05 No Other Fees to be Charged

The Parties agree that it is their intention that all payments to Survivor Class Members under this Agreement are to be made without any deductions including amounts on account of legal fees or disbursements.

TERMINATION AND OTHER CONDITIONS

14.01 Termination of Agreement

This Agreement will continue in full force and effect until all obligations under this Agreement are fulfilled.

14.02 Amendments

Except as expressly provided in this Agreement, no amendment may be made to this Agreement unless agreed to by the Parties in writing and approved by the Federal Court.

14.03 No Assignment

- (1) No amount payable under this Agreement can be assigned and any such assignment is null and void except as expressly provided for in this Agreement.

- (2) Payment will be made to each Claimant by direct deposit or by cheque mailed to his or her home address. Where the Claimant is deceased or is a Person Under Disability, payment will be made to his or her Estate Executor or Personal Representative by direct deposit or by cheque.

CONFIDENTIALITY

15.01 Confidentiality

Any information provided, created or obtained in the course of this settlement, whether written or oral, will be kept confidential by the Parties and Class Counsel, all Survivor Class Members and Family Class Members, the Claims Administrator and the Third Party Assessor and will not be used for any purpose other than this settlement unless otherwise agreed by the Parties.

15.02 Destruction of Survivor Class Member Information and Records

Within two years of completing the payments of compensation, the Claims Administrator will destroy all Survivor Class Member information and documentation in its possession, unless a Class Member or his/her Estate Executor specifically requests the return of such information within the two (2) year period. Upon receipt of such request, the Claims Administrator will forward the Survivor Class Member information as directed.

15.03 Confidentiality of Negotiations

Save as may otherwise be agreed between the Parties, the undertaking of confidentiality as to the discussions and all communications, whether written or oral, made in and surrounding the negotiations leading to the Agreement in Principle and this Agreement continues in force.

COOPERATION

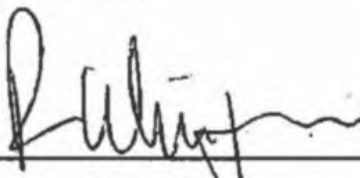
16.01 Cooperation with Canada

Upon execution of this Agreement, the Representative Plaintiffs named in the Federal Court Class Action and Class Counsel will cooperate with Canada and make best efforts to obtain approval of this Agreement and to obtain the support and participation of Survivor Class Members and Family Class Members in all aspects of this Agreement.

16.02 Public Announcements

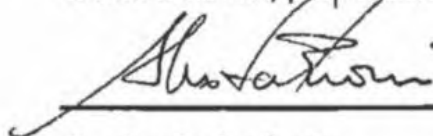
At the time agreed upon, the Parties will make public announcements in support of this Agreement and continue to speak publicly in favour of the Agreement.

IN WITNESS WHEREOF the Parties have executed this Settlement Agreement as of this 12th day of March 2019.



 For the Plaintiffs

Class Counsel, per Robert J. Winogron



 For the Defendants

Alex Lakroni
 Chief Finances, Results and Delivery Officer
 Crown-Indigenous Relations and Northern
 Affairs Canada

TAB A

SCHEDULE

“A”

Court File No. T-2169-16

FEDERAL COURT
CERTIFIED CLASS ACTION

BETWEEN:

GARRY LESLIE MCLEAN, ROGER AUGUSTINE,
ANGELA ELIZABETH SIMONE SAMPSON,
MARGARET ANNE SWAN AND MARIETTE LUCILLE BUCKSHOT

Plaintiffs

and

HER MAJESTY THE QUEEN IN RIGHT OF CANADA
as represented by THE ATTORNEY GENERAL OF CANADA

Defendant

AGREEMENT IN PRINCIPLE

CLASS DEFINITION

1. (a) *Survivor Class* means all persons, wherever they may now reside or be domiciled, who attended an Indian Day School during the Class Period.

(b) *Family Class* means all persons who are a spouse or former spouse, child, grandchild or sibling of a member of the Survivor Class and the spouse of a child, grandchild or sibling of a Survivor Class member.
2. Class Period means the period from and including January 1, 1920 and ending on the date of closure of any particular Indian Day School, or the date on which management and control of any particular Indian Day School was effectively transferred from Canada or if not transferred from Canada, the date on which the offer of such transfer was not accepted by the affected First Nation. A list of Indian Day Schools is attached as Schedule "A"; however, the parties specifically agree that this version of the List may not be final and may or may not form part of any final settlement agreement.

INDIVIDUAL COMPENSATION

3. Payments shall be made to eligible Survivor Class Members for general damages in accordance with the Indian Day Schools Compensation Grid attached as Schedule "B"; however, the parties specifically agree that this version of the Indian Day Schools Compensation Grid may be amended before its inclusion in the settlement agreement, excluding any amendment to the amounts of compensation, which will remain as specified.
4. The Parties specifically agree that the claims determination process will be as simple, user-friendly, and culturally sensitive as possible.
5. Canada will pay \$1.27 billion to be held in trust for the purpose of Level 1 payments to address harms associated with attendance at Indian Day Schools. Should the amount not be sufficient, Canada will pay an additional amount up to a maximum of \$1.4 billion for Level 1 payments. Any amount remaining after all Level 1 payments are made will be transferred to provide additional funding for the Legacy Projects described in section 7 below.
6. Canada will also pay all claims eligible for payment under Levels 2-5.

COMMEMORATION, HEALING, LANGUAGES AND CULTURE

7. Canada will pay \$200 million to support Legacy Projects, including commemoration ceremonies at the community level, wellness and healing programs for Survivor and Family Class members, and projects for the restoration of Indigenous languages and culture. The precise terms of the payment will be the subject of further negotiation between the Parties.

NOTICE AND ADMINISTRATION

8. The Parties shall jointly agree on a notice program and administration process to be paid for by Canada (to an agreed-upon maximum amount).

RELEASES

9. The class members agree to release Canada from any and all claims that have been pleaded or could have been pleaded with respect to Indian Day Schools. Such release shall include, but not be limited to, claims for: sexual and physical abuse, loss of language, culture, and identity, and *Charter* or constitutional claims.

SETTLEMENT APPROVAL

10. The Parties agree that the Settlement Agreement shall be approved in the Federal Court.

PARALLEL PROCEEDINGS

11. Furthermore, the Parties agree that in the event any class actions have been or are brought against Canada in any Canadian jurisdiction with respect to similar but not necessarily identical injuries suffered at Federal Indian Day Schools during the Class Period, Canada and Class Counsel shall cooperate to ensure that any such proceedings, as may affect the parties to this action, are permanently stayed or dismissed.

EXCEPTIONAL CIRCUMSTANCES

12. The Parties agree to establish a mechanism to consider exceptional circumstances that may arise in the claims process.

OPT-OUTS

13. Should 10,000 class members opt out, Canada, in its sole discretion, may decide not to proceed with the Settlement Agreement and shall have no further obligations in this regard.

SOCIAL BENEFITS

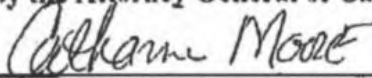
14. Canada will make its best efforts to obtain the agreement of the provinces and territories that the receipt of any payments pursuant to this Agreement will not affect the quantity, nature, or duration of any social benefits or social assistance benefits payable to a Class Member pursuant to any legislation of any province or territory of Canada.
15. Canada will make its best efforts to obtain the agreement of the necessary Federal Government Departments that the receipt of any payments pursuant to this Agreement will not affect the quantity, nature or duration of any social benefits or social assistance benefits payable to a Class Member pursuant to any social benefit programs of Canada such as Old Age Security and Canada Pension Plan.

LEGAL FEES

16. Canada shall pay to Class Counsel \$55 million plus applicable GST/PST/HST for legal fees and disbursements. Class Counsel agree that no deduction for legal fees or disbursements shall be taken from any payments made to Eligible Class Members.
17. Canada shall pay \$7 million to Class Counsel in trust for the performance of any additional legal work on behalf of class members required after the date of Settlement Approval. Any amount remaining after all additional legal work has been completed will be transferred to provide additional funding for the Legacy Projects described in section 7 above.

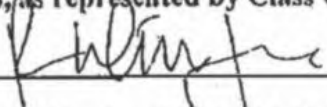
Signed at Ottawa this 30th day of November, 2018

CANADA, as represented by the Attorney General of Canada

 BY:

ATTORNEY GENERAL OF CANADA
For the Defendant

THE PLAINTIFFS, as represented by Class Counsel

 BY:

Gowling WDG (LLP) Canada
For the Plaintiffs

Schedule A**(List of Indian Day Schools)****To Be Added**

Schedule B

Indian Day Schools Compensation Grid

	Abuses Suffered by Students Attending Indian Day Schools	Compensation Amount
LEVEL 1	<p>Harms associated with attendance at Indian Day Schools including:</p> <p>1. Verbal abuse, for example:</p> <ul style="list-style-type: none"> • Mocking, denigration, or humiliation by reason of Indigenous identity or culture; • Threats of violence or intimidating statements; or • Sexual comments or provocations. <p>or</p> <p>2. Physical abuse, including but not limited to culturally unreasonable or disproportionate acts of discipline or punishment.</p>	\$10,000
LEVEL 2	<p>1. Physical assault causing:</p> <ul style="list-style-type: none"> • Serious but temporary injury requiring bed rest or infirmary; • Loss of consciousness; or • Broken bone(s). <p>or</p> <p>2. Any of the following acts:</p> <ul style="list-style-type: none"> • Touching with a sexual purpose or intention, including touching with an object; • The act of an adult exposing themselves; • One or more incidents of fondling or kissing; or • Nude photographs taken of the survivor. 	\$50,000

	Abuses Suffered by Students Attending Indian Day Schools	Compensation Amount
LEVEL 3	<p>1. Isolated physical assault(s) leading to permanent or demonstrated long-term injury, impairment, or disfigurement.</p> <p>or</p> <p>2. Isolated incident(s) of any of the following acts:</p> <ul style="list-style-type: none"> • Masturbation; • Oral intercourse; or • Attempted vaginal or anal intercourse. 	\$100,000
LEVEL 4	<p>1. Repeated and persistent physical assaults leading to permanent or demonstrated long-term injury, impairment, or disfigurement.</p> <p>or</p> <p>2. Isolated incident(s) of any of the following acts:</p> <ul style="list-style-type: none"> • Digital anal or vaginal penetration; • Anal or vaginal intercourse; or • Anal or vaginal penetration with an object. 	\$150,000
LEVEL 5	<p>1. Repeated and persistent incidents of any of the following acts:</p> <ul style="list-style-type: none"> • Oral intercourse, masturbation, digital anal or vaginal penetration; • Anal or vaginal intercourse; or • Anal or vaginal penetration with an object. <p>or</p> <p>2. Isolated physical assault(s) leading to permanent or demonstrated long-term injury, impairment, or disfigurement, when contemporaneous with any of the following acts:</p> <ul style="list-style-type: none"> • Digital anal or vaginal penetration; • Anal or vaginal intercourse; or • Anal or vaginal penetration with an object. 	\$200,000

TAB B

SCHEDULE “B”

THE CLAIMS PROCESS¹

PHASE 1: INTAKE

1. The Claimant files his/her application form and all supporting documentation with the Claims Administrator prior to the Claims Deadline². In making that Application, the Claimant self-identifies the Level of Harm that he/she has suffered, in accordance with the Harms Grid.
2. The Claims Administrator (i) digitizes all paper applications, and (ii) assesses the Claimant's eligibility as a Class Member. A Claimant is eligible for compensation if he/she both attended a Federal Indian Day School during the Class Period and has not released Canada for abuses suffered at a Federal Indian Day School through a previous individual settlement.
3. The Claims Administrator sends one of three Acknowledgement Letters to the Claimant; that is, one of (i) a letter confirming the Claimant's eligibility as a Class member; (ii) a letter denying the Claimant's eligibility as a Class member; or (iii) a letter requesting additional information to determine the Claimant's eligibility as a Class member.
4. The Claims Administrator sorts the applications of eligible Claimants in accordance with Claimants' self-identified Levels.

¹ Throughout the Claims Process described below, the Claims Administrator and Third Party Assessor will have regard to the principles and validation requirements referenced in Section 8.03 of the Settlement Agreement.

² The relevant Application Form per Level is to be developed in conjunction with the Claims Administrator.

PHASE 2: ASSESSMENT

A. LEVEL 1 CLAIMS

5. The Claims Administrator reviews all eligible Level 1 claims.³
6. Where the Application meets the criteria set out in Level 1, the Claims Administrator approves the claim and payment of the designated amount of compensation is processed.
7. Where the Claims Administrator is of the opinion that the Application meets the criteria for a level higher than Level 1, the Claims Administrator will send a letter to the Claimant advising the Claimant of his/her right to either (i) remain at Level 1; or (ii) have the Application reclassified at the higher level.
8. The Claimant notifies the Claims Administrator of his/her election with respect to paragraph 7.
9. The Application of a Claimant who elects to remain at Level 1 will be processed for payment.
10. The Application of a Claimant who elects to be reclassified at a higher level will be processed in accordance with Section B of this document, as detailed in paras 11-20 below.

B. LEVEL 2 TO 5 CLAIMS

11. The Claims Administrator makes all Level 2-5 application forms available electronically to Canada before they are sent to the Third Party Assessor.
12. After an online review of the application forms as below, Canada may - within 60 days (for Level 2-3 claims) and within 90 days (for Level 4-5 claims) - provide the Claims Administrator with supplemental factual information regarding eligibility⁴. Canada may do so in a limited number of cases, *per* Level, as follows:
 - a) **Level 2** – not more than 5% of cases
 - b) **Level 3** – not more than 15% of cases
 - c) **Level 4** – not more than 45% of cases

³ No Third Party Assessor is engaged in approved Level 1 claims.

⁴ If no comments are received from Canada within the prescribed time, the Claims Administrator may process the claim as being eligible.

d) **Level 5** – up to 100% of cases

13. Unless deemed ineligible, any Application for which Canada has provided supplemental factual information is returned to the Claims Administrator for consideration as to whether the Application meets the criteria of the self-identified Level.
14. All Level 2 to 5 Applications are now reviewed by the Claims Administrator based on a completed Claims Form and assigned to one of three categories, as follows:
 - (a) Level 2 to 5 Applications that appear to the Claims Administrator to meet the criteria of the self-identified Level are processed for payment;
 - (b) Level 2 to 4 Applications that appear to the Claims Administrator to exceed the criteria of the self-identified Level are processed for payment at the Level assessed by the Claims Administrator; and
 - (c) Level 2 to 5 Applications that appear to the Claims Administrator to not meet the criteria of the self-identified level are returned to the claims process under paragraph 16 below.
15. Upon designating a Level 2 to 5 Application to one of the three categories above, the Claims Administrator will send a Letter to the Claimant advising them of one of the three following alternatives: that (i) the Claimant is eligible for compensation at the Level at which he/she self-identified; (ii) the Claimant is eligible for compensation at a Level above the Level at which he/she self-identified; or (iii) the Claimant is eligible for compensation at a Level below the Level at which he/she self-identified.

RECONSIDERATION

16. Where a claim is classified as being at a Level below the Level at which the Claimant has self-identified, the Claims Administrator will notify the Claimant of the downward classification. Notice of the downward classification will contain brief reasons for the classification by the Claims Administrator. The Claims Administrator will concurrently provide, by verifiable means, notice to the Claimant of his/her right to request reconsideration of the classification within 120 days of receiving notice from the Claims Administrator. In the event that a request for reconsideration is not received within 120 days of notice being provided, the Level classification by the Claims Administrator is final and the Claimant will be deemed to have waived his/her rights to reconsideration or Third Party review.

17. On requesting that the matter be reconsidered by the Claims Administrator, the Claimant may provide a response to the reasons of the Claims Administrator as well as providing any additional information, which will then be reviewed by the Claims Administrator by way of reconsideration.
18. Where a matter is subsequently reviewed by the Claims Administrator by way of reconsideration, one of three determinations will be reached: either i) the Claims Administrator re-classifies the Claim to the Level self-identified in the Claims Application; ii) the Claims Administrator, upon review of additional submissions and documents filed, continues to find that the Claimant is eligible for compensation at a Level below that which he/she self-identified; or iii) the Claims Administrator, upon review of additional submissions and documents filed, finds that the Claimant is eligible for compensation at a Level above that which he/she self-identified. The Claims Administrator will send correspondence to the Claimant notifying him/her of its decision. In the event of a downward adjustment, the Claims Administrator will provide notice, by verifiable means, of the Claimant's right of review by a Third Party Assessor appointed by the Court.
19. A Claimant may elect to exercise his/her right of review by a Third Party by notifying the Claims Administrator Office of the request for review including the details of why the review is being requested. A request for review by the Third Party Assessor must be received from the Claimant within 90 days of the notice provided by the Claims Administrator that the Claimant may exercise this right. In the event that a request for a Third Party review is not received within 90 days of notice being provided, the Level classification by the Claims Administrator is final and the Claimant will be deemed to have waived his/her rights to further review.
20. Where a Claimant does not elect Third Party Review, his/her application will be processed for payment in accordance with the determination of the Claims Administrator. Where a Claimant does elect review, the Claimant's Application and supporting documentation will be provided to the Third Party Assessor.

PHASE 3: THIRD PARTY REVIEW

21. The Third Party Assessor will confirm receipt of the Claimant's Application and supporting documentation from the Claims Administrator. The Third Party Assessor may invite the Claimant to provide more information and/or an audio or video recording of his/her evidence in support of the self-identified eligible Level.
22. Having received any additional information from the Claimant, and having regard to the principles and validation requirements referenced in Section 9.03 of the Settlement Agreement, the Third Party Assessor will make one of two determinations: (i) issue a final decision awarding any of Levels 2-5, with reasons; or (ii) refer the Application to the Exceptions Committee.
23. The Third Party Assessor will refer an Application to the Exceptions Committee where the harms described in the Application are not contemplated in the Harms Grid and where, having regard to the object, intention and spirit of the Settlement Agreement, the Third Party Assessor is of the opinion that the circumstances described by the Claimant are exceptional and should be considered for compensation.

EXCEPTIONS COMMITTEE

24. The Exceptions Committee is a monitoring body established by the Settlement Agreement. It is to be established with the following responsibilities: (i) to monitor the work of the Claims Administrator and the Claims Assessment Process and to determine disputes on the interpretation of the Settlement Agreement; (ii) to refer to the Parties for resolution any claims that appear to involve a day school that is not on Schedule K; (iii) to refer to the Parties for resolution any claims deemed ineligible by reason of the Claimant attending an Indian Day School listed on Schedule K during a time wholly outside of the dates of federal operation for the respective Indian Day School; and, (iv) to consider any case referred to it by the Third Party Assessor for consideration where, in the view of the Third Party Assessor, there are exceptional circumstances.
25. The Exceptions Committee, upon referral of such a decision, will review the Application and supporting documentation and determine, from amongst the awards set out in the Harms Grid, the appropriate amount of compensation, if any. In all cases, the decision of the Exceptions Committee is final.

CONFIRMATION OF DECISION AND RELEASE

26. The Claims Administrator will send confirmation to a Claimant after a final decision is made by any of the Claims Administrator, the Third Party Assessor or by the Exceptions Committee. Once so determined, the Claims Administrator will pay each claimant the amount of his or her designated compensation.
27. Upon a final determination of a Claim made under and in accordance with the Claims Process, Survivor Class Releasers are deemed to agree to release the Parties, Class Counsel and counsel for Canada, the Claims Administrator, and the Third Party Assessor with respect to any claims that arise or could arise out of the application of the Claims Process, including but not limited to, the sufficiency of the compensation received.

DEADLINE EXTENSION

28. The Claims Deadline is defined in the Settlement Agreement as being the date that is two (2) years and six (6) months after the Implementation Date, which is in turn defined as being the latest of:
- (a) 11:59 pm Pacific Time, thirty (30) days after the expiry of the Opt-Out Period; and
 - (b) the day following the last day on which a Class Member may appeal or seek leave to appeal the Approval Order; and
 - (c) the date of the final determination of any appeal brought in relation to the Approval Order;
29. It is recognized that in some extraordinary cases, a Claimant may be entitled to relief from strict application of the Claims Deadline; however, in no event may the Claims Deadline be extended by more than six (6) months.
30. In order to receive such an extension, a Claimant must complete and deliver a Request for a Deadline Extension within six (6) months of the Claims Deadline, providing details as to why the Request to extend the registration deadline is being made and specifying the circumstances that led to the Claims Deadline not being met. Relevant criteria for extending the registration deadline may include, but is not limited to, the Claimant being i) a person under a disability; ii) undue hardship; and/or iii) the exceptional circumstances in their case.
31. The Request for Deadline Extension is made at first instance to the Claims Administrator. If the request is supported by materials facts that are meritorious on their face, the Claims Administrator will process in accordance with the approved Claim Process detailed herein. In the unusual event that the Claims Administrator is unable to make a determination on any particular Request for a Deadline Extension, the Request and all relevant materials will be provided to the Exceptions Committee for final determination. In either event, the determination made by the Claims Administrator at first instance or by the Exceptions Committee, on referral, will be final.

Harms Assessment Grid

	Description of Abuses Suffered by Students Attending Day Schools	Compensation Amount	Proposed Validation Criteria by Level * +
LEVEL 1	<p>1. Verbal abuse, for example:</p> <ul style="list-style-type: none"> • Mocking, denigration, or humiliation by reason of Aboriginal identity or culture; • Threats of violence or intimidating statements; or • Sexual comments or provocations. <p style="text-align: center;"><u>OR</u></p> <p>2. Physical abuse, including but not limited to unreasonable or disproportionate acts of discipline or punishment.</p>	\$10,000	<p>➤ Completion of individual application form:</p> <ul style="list-style-type: none"> ▪ given/known name(s) ▪ date of birth ▪ home community or communities ▪ name of school(s) attended ▪ years at each school <p>➤ Witnessed declaration attesting to the events described in support of individual's application.</p>

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	Description of Abuses Suffered by Students Attending Day Schools	Compensation Amount	Proposed Validation Criteria by Level * +
LEVEL 2	<p>1. Physical assault causing:</p> <ul style="list-style-type: none"> • serious but temporary injury requiring bed rest or infirmary stay; • loss of consciousness; or • broken bones. <p style="text-align: center;"><u>OR</u></p> <p>2. Any of the following acts:</p> <ul style="list-style-type: none"> • Touching with a sexual purpose or intention, including touching with an object; • The act of an adult exposing themselves; • One or more incidents of fondling or kissing; or • Nude photographs taken of the survivor. 	\$50,000	<p>➤ Completion of individual application form to include:</p> <ul style="list-style-type: none"> ▪ given/known name(s) ▪ date of birth ▪ home community or communities ▪ name of school(s) attended ▪ years at each school ▪ contemporaneous school records such as report cards or enrolment forms <p>➤ Narrative of specific events giving rise to claims together with, if available,</p> <ul style="list-style-type: none"> ▪ names and/or position of person(s) who inflicted harm ▪ supporting information by way of family or friend narratives, photographs, diaries reporting on incident(s), medical or dental records, nursing reports <p>➤ Witnessed declaration attesting to the events described above</p>

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	Description of Abuses Suffered by Students Attending Day Schools	Compensation Amount	Proposed Validation Criteria by Level * +
LEVEL 3	<p>1. Isolated physical assault(s) leading to permanent or demonstrated long-term injury, impairment, or disfigurement.</p> <p style="text-align: center;"><u>OR</u></p> <p>2. Isolated incident(s) of any of the following acts:</p> <ul style="list-style-type: none"> • Masturbation; • Oral intercourse; or • Attempted vaginal or anal intercourse. 	\$100,000	<p>➤ Completion of individual application form to include:</p> <ul style="list-style-type: none"> ▪ given/known name(s) ▪ date of birth ▪ home community or communities ▪ name of school(s) attended ▪ years at each school ▪ contemporaneous school records such as report cards or enrolment forms <p>➤ Narrative of specific events giving rise to claims should include, if available,</p> <ul style="list-style-type: none"> ▪ names and/or position(s) of persons who inflicted harm ▪ family or friend narratives, photographs, diaries, medical or dental records, nursing reports or other evidence that supports the incident(s) giving rise to claim <p>➤ If reported events are supported by corroborating evidence, a witnessed</p>

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	Description of Abuses Suffered by Students Attending Day Schools	Compensation Amount	Proposed Validation Criteria by Level * +
			<p>declaration attesting to the events described above is required</p> <p>➤ If there is no corroborating evidence, a sworn declaration is required</p>
LEVEL 4	<p>1. Repeated and persistent physical assault leading to permanent or demonstrated long-term injury, impairment, or disfigurement.</p> <p style="text-align: center;"><u>OR</u></p> <p>2. Isolated incident(s) of any of the following acts:</p> <ul style="list-style-type: none"> • Digital anal or vaginal penetration; • Anal or vaginal intercourse; or • Anal or vaginal penetration with an object. 	\$150,000	<p>➤ Completion of individual application form to include:</p> <ul style="list-style-type: none"> ▪ given/known name(s) ▪ date of birth ▪ home community or communities ▪ name of school(s) attended ▪ years at each school ▪ contemporaneous school records such as report cards or enrolment forms <p>➤ Narrative of specific events giving rise to claims should include</p> <ul style="list-style-type: none"> ▪ identity or description of offending person (position, title) • family or friend narratives, photographs, diaries or like

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	Description of Abuses Suffered by Students Attending Day Schools	Compensation Amount	Proposed Validation Criteria by Level * +
			<p>evidence that support the incident(s) giving rise to claim</p> <ul style="list-style-type: none"> ▪ medical attention required, provided; if so, provide any available medical records <p>➤ Like reports from contemporaneous survivor class members, family or friends will be regarded as corroborative evidence</p> <p>➤ If reported events are supported by corroborating evidence, a witnessed declaration attesting to the events described above is required</p> <p>➤ If there is no corroborating evidence, a sworn declaration is required</p>
LEVEL 5	<p>1. Repeated and persistent incidents of any of the following acts:</p> <ul style="list-style-type: none"> • Oral intercourse, masturbation, digital anal or vaginal penetration; • Anal or vaginal intercourse; or • Anal or vaginal penetration with an object. 	\$200,000	<p>➤ Completion of individual application form to include:</p> <ul style="list-style-type: none"> ▪ given/known name(s) ▪ date of birth ▪ home community or communities

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	Description of Abuses Suffered by Students Attending Day Schools	Compensation Amount	Proposed Validation Criteria by Level * +
	<p style="text-align: center;"><u>OR</u></p> <p>2. Isolated physical assault(s) leading to permanent or demonstrated long-term injury, impairment, or disfigurement, when contemporaneous with of the following acts:</p> <ul style="list-style-type: none"> • Digital anal or vaginal penetration; • Anal or vaginal intercourse; or • Anal or vaginal penetration with an object. 		<ul style="list-style-type: none"> ▪ name of school(s) attended ▪ years at each school ▪ contemporaneous school records such as report cards or enrolment forms <p>➤ Narrative of specific events giving rise to claims should include</p> <ul style="list-style-type: none"> ▪ identity or description of offending person (position, title) ▪ if any, family or friend narratives, photographs, diaries or like evidence that support the incident(s) giving rise to claim ▪ whether medical attention required and sought, provided; if so, provide any available medical records, dental records or nursing reports <p>➤ Like reports from contemporaneous survivor class members, family or friends will be regarded as corroborative evidence</p> <p>➤ If reported events are supported by corroborating evidence, a witnessed declaration attesting to the events</p>

	Description of Abuses Suffered by Students Attending Day Schools	Compensation Amount	Proposed Validation Criteria by Level * +
			<p>described above is required</p> <p>➤ If there is no corroborating evidence, a sworn declaration is required</p>

* Claims process is intended to be expeditious, cost effective, user-friendly, culturally sensitive, and to minimize the burden on the applicant. In the absence of reasonable grounds to the contrary, the applicant shall be presumed to be acting honestly and in good faith. No application will be summarily rejected on the basis that not all responses are given. The Third Party Assessor may invite the claimant to provide further information and/or an audio or video recording of his/her evidence.

+ The parties agree that they are not currently able to contemplate precisely or describe exhaustively all of the criteria for qualification as an Eligible Class Member. Therefore, as will be further defined, an Exceptions Committee will be established to consider and decide, *inter alia*, whether certain Survivor Class Members are Eligible Class Members.

INDIAN DAY SCHOOL CLASS ACTION**Individual Claim Application Form**

This is an application form to obtain an individual payment from the Day Schools Settlement Agreement.

The settlement provides a payment to any person who attended an Indian Day School that was managed or controlled by Canada. The identified Day Schools, along with their relevant opening and closing date, are attached to this application form.

If this describes you, please read and complete the following form. You must then submit it to the Claims Administrator no later [date] either

(a) by filling out and submitting the electronic version of this form which can be found on the administrator's website at the following address www.indiandayschools.com

(b) by email, fax or mail, to the following coordinates:

Day School Class Action Administrator
c/o [name]
[address]
[Fax]
[Email]

For assistance with completing this form you can contact [name] at [number] or by email at [email].

1. Please provide your personal information:

First name: _____
Middle name: _____
Last name: _____

Have you ever used any other names or legally changed your name? (for example: birth names, adopted names, married names, etc.)

Please list them here: _____

(Please attach copies of legal name change certificates)

Please list them here: _____
Your current address: _____
City: _____
Province: _____
Postal Code: _____
Country: _____
Daytime phone: _____
Cellular telephone: _____
Email address: _____

What is your date of birth:

mm/dd/yy

2. Please provide the following information about the Day School(s) that you attended:

Name of School: _____
Reserve or Locality: _____
Province: _____
First Year of Attendance: (yyyy) _____
Last Year of Attendance: (yyyy) _____

If you attended more than one school, please list them on a separate page and attached the page to the application. The Day Schools you attended should be listed on the Schedule found at www.daysschools.com

3. Please provide information about your experience at the Day School(s) that you attended.

Instructions for filling out this section:

1. Read through each Level below. Do not select anything until you have read through each section.
2. Place a mark (e.g. x or ✓) in the box beside the Level that corresponds to the most serious harm(s) that you experienced while attending a Day School. Please choose only one Level.

e.g. ☒ Level 1

3. Place a (e.g. x or ✓) in the bubble beside the harm(s) that you experienced while attending a Day School. You may place a mark beside more than one harm; however, please ensure that each harm is from the same Level that you selected.

e.g. ☒ Verbal Abuse

- a. Please identify the Level and associated harms for which you are claiming compensation:

<input type="checkbox"/> Level 1	<p>Harms associated with attendance at Indian Day Schools including:</p> <p><input type="checkbox"/> Verbal abuse</p> <p><i>Examples include:</i></p> <ul style="list-style-type: none"> ➤ Mocking, denigration, or humiliation by reason of Indigenous identity or culture; ➤ Threats of violence or intimidating statements; or ➤ Sexual comments or provocations. <p style="text-align: center;">or</p> <p><input type="checkbox"/> Physical abuse, including but not limited to culturally unreasonable or disproportionate acts of discipline or punishment.</p>
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<input type="checkbox"/> Level 2	<ol style="list-style-type: none"> 1. Physical assault causing: <ul style="list-style-type: none"> <input type="checkbox"/> Serious but temporary injury requiring bed rest or infirmary; <input type="checkbox"/> Loss of consciousness; or <input type="checkbox"/> Broken bone(s) <input type="checkbox"/> Other _____ <p style="text-align: center;">or</p> 2. Any of the following acts: <ul style="list-style-type: none"> <input type="checkbox"/> Touching with a sexual purpose or intention, including touching with an object; <input type="checkbox"/> The act of an adult exposing themselves; <input type="checkbox"/> One or more incidents of fondling or kissing; or <input type="checkbox"/> Nude photographs taken of the survivor
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<input type="checkbox"/> Level 3	1. <u>Isolated</u> physical assault(s) leading to permanent or demonstrated long-term <ul style="list-style-type: none"> <input type="checkbox"/> Injury, <input type="checkbox"/> Impairment <input type="checkbox"/> Disfigurement <input type="checkbox"/> Other _____ <p style="text-align: center;">or</p> 2. <u>Isolated</u> incident(s) of any of the following acts: <ul style="list-style-type: none"> <input type="checkbox"/> Masturbation; <input type="checkbox"/> Oral intercourse; or <input type="checkbox"/> Attempted vaginal or anal intercourse <input type="checkbox"/> Other _____
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<input type="checkbox"/> Level 4	1. Repeated physical assaults leading to permanent or demonstrated long-term <ul style="list-style-type: none"> <input type="checkbox"/> Injury <input type="checkbox"/> Impairment <input type="checkbox"/> Disfigurement <input type="checkbox"/> Other _____ <p style="text-align: center;">or</p> 2. <u>Isolated</u> incident(s) of any of the following acts: <ul style="list-style-type: none"> <input type="checkbox"/> Digital anal or vaginal penetration; <input type="checkbox"/> Anal or vaginal intercourse; or <input type="checkbox"/> Anal or vaginal penetration with an object <input type="checkbox"/> Other _____
----------------------------------	---

<input type="checkbox"/> Level 5	1. Repeated incidents of any of the following acts: <ul style="list-style-type: none"> <input type="checkbox"/> Oral intercourse, masturbation, digital anal or vaginal penetration; <input type="checkbox"/> Anal or vaginal intercourse; or <input type="checkbox"/> Anal or vaginal penetration with an object <input type="checkbox"/> Other _____ <p style="text-align: center;">or</p> 2. <u>Isolated physical assault(s)</u> leading to permanent or demonstrated long-term injury, impairment, or disfigurement, when the assault occurred <u>at the same time</u> as any of the following acts were also taking place: <ul style="list-style-type: none"> <input type="checkbox"/> Digital anal or vaginal penetration; <input type="checkbox"/> Anal or vaginal intercourse; or <input type="checkbox"/> Anal or vaginal penetration with an object <input type="checkbox"/> Other _____
----------------------------------	--

- b. If you placed a mark for Level 2, Level 3, Level 4 or Level 5, please provide the name(s) and position(s) of the person(s) who committed the harms against you:

1. Name: _____	Position: _____
2. Name: _____	Position: _____
3. Name: _____	Position: _____
4. Name: _____	Position: _____
5. Name: _____	Position: _____

- c. If you place a mark for Level 4 or Level 5, do you have medical records for any of the above harms?

Yes ☐ No ☐

If you answered "Yes", please include a copy of the record with this Application Form.

If you answered "No", you must provide a sworn declaration attesting to the truth of your statement. Please attached the Declaration to your application.

- d. If you place a mark for Level 3, Level 4 or Level 5, do you have any photographs, diaries, written descriptions from friends or family members, or other relevant documents about what occurred?

Yes ☐ No ☐

If you answered "Yes", please include a copy of the record with this Application Form.

If you answered "No", you must provide a sworn declaration attesting to the truth of your statement. Please attached the Declaration to your application.

- e. Please provide any additional documents or information that will assist us in verifying your claim for compensation.

D

R

A

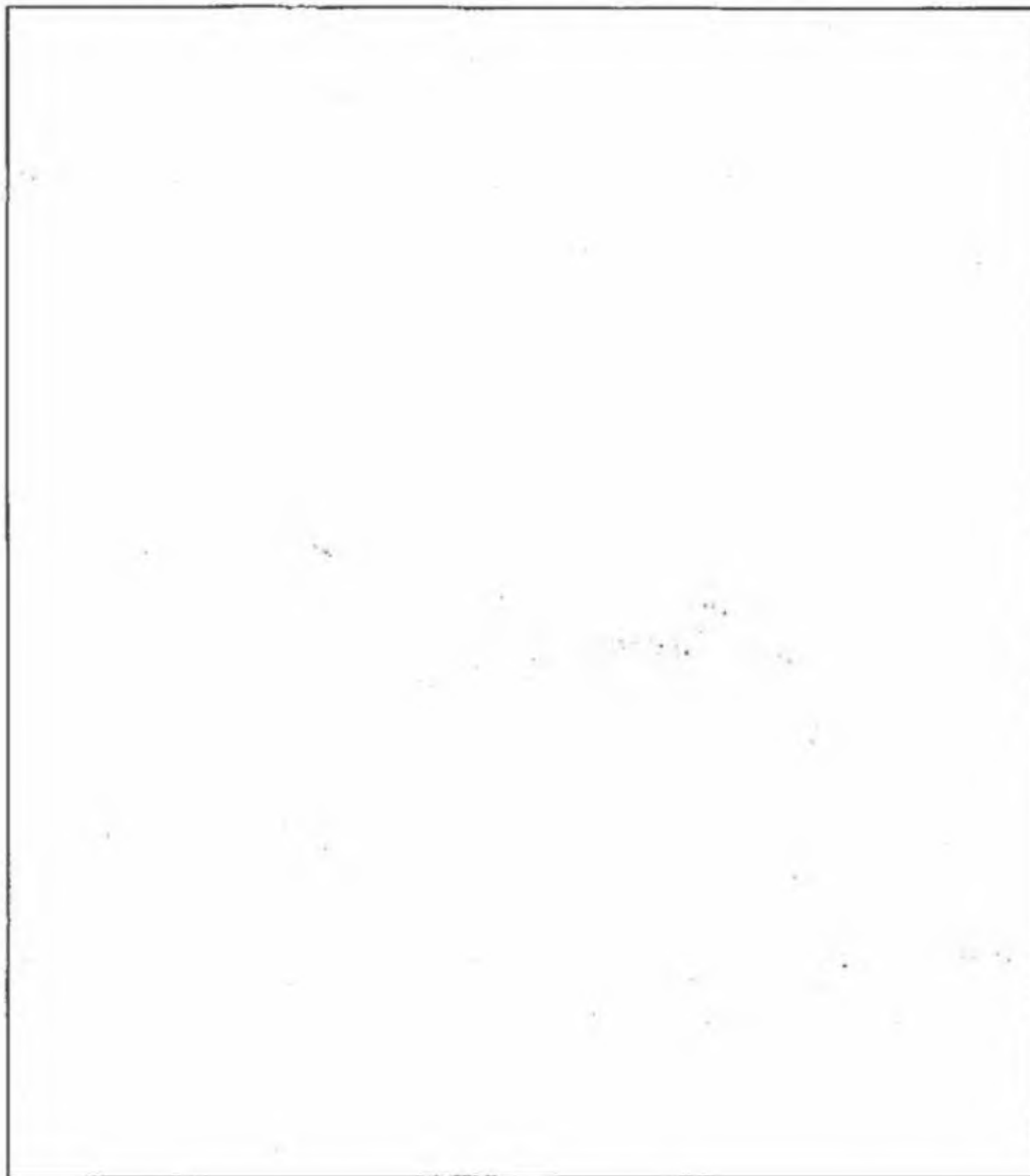
F

T

4. Please use this section to write your story and the harms you experienced.

Sharing your story will help us evaluate your claim. We will not share this information with anyone. If you wish, your story will be destroyed after your claims have been processed. We know however that your truth-telling must be honoured as part of the reconciliation process and, if you direct us clearly to do so, your story will be made available as part of commemorative efforts under the Legacy Project.

Be sure to include each harm that you experienced and provide the names, places and dates to the best of your ability. If you need more space, you can add additional pages.



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5. Declaration and WitnessApplicant:

I declare that the information I have provided is true to the best of my knowledge.

Signature: _____

Date: _____
Mm/dd/yy

Witness:

I declare that the events described above are true to the best of my knowledge.

Signature: _____

Date: _____
Mm/dd/yy

Witness' Full Name: _____

Current address: _____

City: _____

Province: _____

Postal Code: _____

Country: _____

Daytime phone: _____

Email address: _____

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TAB C

SCHEDULE “C”

Court File No. T-2169-16

CLASS PROCEEDING

FEDERAL COURT

BETWEEN:

**GARRY LESLIE MCLEAN, ROGER AUGUSTINE,
CLAUDETTE COMMANDA, ANGELA ELIZABETH SIMONE SAMPSON,
MARGARET ANNE SWAN AND MARIETTE LUCILLE BUCKSHOT**
Plaintiffs

- and -

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA
as represented by THE ATTORNEY GENERAL OF CANADA**

Defendant

~~FRESH~~ AS AMENDED STATEMENT OF CLAIM

(STYLE OF CAUSE AS PERMITTED BY COURT ORDER)

TO THE DEFENDANT:

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the Plaintiffs.
The claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or a solicitor acting for you are required to prepare a Statement of Defence in Form 171B prescribed by the Federal Courts Rules serve it on the Plaintiffs' solicitor or, where the Plaintiffs do not have a solicitor, serve it on the Plaintiffs, and file it, with proof of service, at a local office of this Court, WITHIN 30 DAYS after this Statement of Claim is served on you, if you are served within Canada.

If you are served in the United States of America, the period for serving and filing your Statement of Defence is forty days. If you are served outside Canada and the United States of America, the period for serving and filing your Statement of Defence is sixty days.

Copies of the Federal Court Rules information concerning the local offices of the Court and other necessary information may be obtained on request to the Administrator of this Court at Ottawa (telephone 613-992-4238) or at any local office.

IF YOU FAIL TO DEFEND THIS PROCEEDING, judgment may be given against you in your absence and without further notice to you.

Date: _____

Issued by: _____
(Registry Officer)

Address of Local Office: Thomas D'Arcy McGee Building
90 Sparks Street, 5th floor
Ottawa, Ontario K1A 0H9

TO: Her Majesty the Queen in Right of Canada as represented by the Attorney General
of Canada
Office of the Deputy Attorney General of Canada
284 Wellington Street
Ottawa, Ontario K1A 0H8

DEFINED TERMS

1. In this Statement of Claim, in addition to terms defined elsewhere herein, the following terms have the following meanings:
- a) **"Aboriginal Persons"** means those persons so defined in the *Constitution Act, 1982*, s. 35.
 - b) **"Agents"** means the servants, contractors, agents, officers and employees of Canada and the operators, managers, administrators and teachers and staff of each of the Indian Day Schools.
 - c) **"Canada"** means the Defendant, Her Majesty the Queen in right of Canada, as represented by the Attorney General of Canada.
 - d) **"Class"** and **"Class Members"** means members of the **Survivor Class** and/or members of the **Family Class**.
 - e) **"Class Period"** means the period from and including January 1, 1920 and ending on the date of closure of any particular Indian Day School, or the date on which management and control of any particular Indian Day School was effectively transferred from Canada.
 - f) **"Crown"** means **Canada** interchangeably, as defined above.
 - g) **"Family Class"** means all persons who are a spouse or former spouse, child, grandchild or sibling of a member of the **Survivor Class** and the spouse of a child, grandchild or sibling of a **Survivor Class** member or such persons as the Court otherwise recognizes or directs.
 - h) **"Indian Day Schools"** means such schools as were established and/or designated and/or operated under the *Indian Act* R.S.C. 1985, c.I-5, as amended ("Act") during the Class Period but does not include Indian Residential Schools.
 - i) **"Indian Residential Schools"** means such schools whose students received both an apology from the Prime Minister of Canada in 2008 and compensation through the Indian Residential Schools Class Action Settlement approved in 2006.

- j) "Survivor Class" means all persons, wherever they may reside or be domiciled, who attended an Indian Day School during the Class Period or such persons as the Court otherwise recognizes or directs.

RELIEF CLAIMED

Relief Claimed on behalf of the Survivor Class

2. The Representative Plaintiffs of the Survivor Class, described in paragraph 7 below, on their own behalf, and on behalf of the members of the Survivor Class, claim:
- a) An order certifying this proceeding as a Class Proceeding pursuant to the Federal Court Class Proceedings Rules ("CPR") and appointing them as Representative Plaintiffs for the Survivor Class and any appropriate subgroup of that Class;
 - b) A declaration that Canada owed, and was in breach of, fiduciary, constitutional, statutory and common law duties to the Plaintiffs and the other Survivor Class members, and further that it infringed their Aboriginal Rights, in relation to:
 - i) the design, establishment, funding, operation, supervision, support, control, maintenance, and support of the Indian Day School system; and
 - ii) the intentional infliction of physical and mental distress, in relation to the purpose, design, establishment, funding, operation, supervision, support, control, maintenance and support of the Indian Day School system including through the forced attendance of Survivor Class members at Indian Day Schools in Canada.
 - c) A declaration that Canada was grossly negligent or negligent in the design, establishment, funding, operation, supervision, support, control, maintenance and support of Indian Day Schools in Canada;
 - d) Pecuniary and non-pecuniary damages resulting from the breach of fiduciary, constitutional, statutory and common law duties owed to the Survivor Class including, but not limited to,
 - i) loss of income;

- ii) loss of earning potential;
 - iii) loss of economic opportunity;
 - iv) loss of educational opportunities; and
 - v) amounts to cover the cost of care.
- e) Non-pecuniary damages resulting from the breach of Aboriginal Rights owed to the Survivor Class including, but not limited to, the loss of spiritual, linguistic and cultural heritage;
- f) Pecuniary and non-pecuniary damages required to redress the infringement of Aboriginal Rights owed to the Survivor Class being necessary for, but not limited to,
- i) healing and reconciliation required by each member of the Survivor Class; and
 - ii) restoration, protection and future preservation of the linguistic and cultural heritage for each member of the Survivor Class.
- g) An award of aggregate damages pursuant to Rule 334.28 (1) of the *Federal Court Rules*;
- h) Exemplary, aggravated and punitive damages;
- i) Prejudgment and post-judgment interest;
- j) The costs of this action; and
- k) Such further and other relief as this Honourable Court may deem just.

Relief Claimed on behalf of the Family Class

3. The Representative Plaintiff of the Family Class, described in paragraph 9 below, on her own behalf and on behalf of the members of the Family Class, claims:

- a) An order certifying this proceeding as a Class Proceeding pursuant to the CPR and appointing her as a Representative Plaintiff for the Family Class and any appropriate subgroup of that Class;
- b) Pecuniary and non-pecuniary damages owed to the Family Class as a result of breaches of fiduciary, statutory and common law duties owed to the Survivor Class and which resulted in losses to the Family Class including, but not limited to,
 - i) alienation and isolation from their Survivor Class Members;
 - ii) the inability of the Survivor Class Members to form and engage in appropriate intimate relationships thereby damaging normal family life with members of the Family Class; and
 - iii) amounts to cover the cost of care for Family Class members.
- c) Pecuniary and non-pecuniary damages required to redress the infringement of Aboriginal Rights owed to the Family Class being necessary for, but not limited to,
 - i) healing and reconciliation required by the Family Class; and
 - ii) restoration, protection and future preservation of the spiritual, linguistic and cultural heritage of each member of the Family Class.
- d) An award of aggregate damages pursuant to Rule 334.28 (1) of the *Federal Court Rules*;
- e) Exemplary, aggravated and punitive damages;
- f) Pre judgment and post-judgment interest;
- g) The costs of this action; and
- h) Such further and other relief as this Honourable Court may deem just.

OVERVIEW OF THE CLAIM

4. Canada created, designed, established, funded, operated, supervised, controlled, maintained and regulated Indian Day Schools in Canada. The purpose of these Schools was to strip students of their Aboriginal culture and identity and removing from them, as and when they became adults, their ability to pass on to succeeding generations their spiritual, cultural and linguistic heritage.
5. By implementing the assimilation of Aboriginal children into the culture of Canada breached its duties to the Plaintiffs and to Class members; namely, Canada directly, and by way of vicarious liability, breached duties of care owed to the Plaintiffs and Class members in negligence, fiduciary obligations and Aboriginal Rights. Canada set out to cause damages, for which relief is claimed, by intentionally breaking the link of the Plaintiffs and Class members to their culture and identity.
6. Indian Day Schools were designed and operated to create an atmosphere of brutality and intimidation. The Crown knew, or ought to have known, that this would result in the systemic infliction of severe physical, mental and sexual abuses to the students attending Indian Day Schools.

PARTIES

THE PLAINTIFFS

A. SURVIVOR CLASS

7. Garry Leslie McLean, Roger Augustine, Claudette Commanda, Angela Elizabeth Simone Sampson, and Margaret Anne Swan, bring this action on their own behalf and on behalf of the Class of Persons described as the Survivor Class being persons who attended Indian Day Schools in Canada during the Class Period.
 - a) Garry Leslie Mclean was born on September 22, 1951 and is an Aboriginal person. He resides on the Lake Manitoba First Nation Reserve, in Manitoba. He was legally required at the age of six to attend Lake Manitoba Day School ("Chief's Point") from the fall of 1957 to the summer of 1959. He attended

Dog Creek Indian Day School from the fall of 1959 to the spring of 1965. ~~Garry Leslie McLean is a proposed Representative Plaintiff for the Survivor Class.~~ Garry Leslie McLean passed away on February 19, 2019.

- b) Roger Augustine resides on the Eel Ground First Nation Reserve, in New Brunswick, and is the Assembly of First Nations' Regional Chief for New Brunswick and Prince Edward Island. He was born on July 10, 1947 and is an Aboriginal person. He attended Eel Ground Day School from the first grade until fourth grade in the early 1950s. Roger Augustine is a proposed Representative Plaintiff for the Survivor Class.
- c) Claudette Commanda was born on June 6, 1956 and is an Aboriginal person. She resides on Kitigan Zibi Anishinabeg First Nation Reserve in Maniwaki, Quebec. In 1962, she was legally required to attend Congo Bridge Indian Day School at the age of six. Claudette Commanda is a proposed Representative Plaintiff for the Survivor Class.
- e) d) Angela Elizabeth Simone Sampson was born on July 17, 1959 and is an Aboriginal person. She resides in Saanichton, British Columbia. She was legally required at the age of seven to attend the Tsartlip Indian Day School.
- d) e) Margaret Anne Swan was born on October 24, 1961 and is an Aboriginal person. She resides in Lockport, Manitoba. She was legally required at the age of seven to attend Dog Creek Indian Day School at Lake Manitoba First Nation, previously named Dog Creek Indian Reserve, from 1968 to 1973.

8. The proposed Survivor Class Members are:

- a) Persons who attended Indian Day Schools in Canada during the Class Period; and
- b) Such other persons as the Court otherwise recognizes or directs.

B. FAMILY CLASS

9. Mariette Lucille Buckshot brings this action on her own behalf and on behalf of the Family Class, being persons who are a spouse or former spouse, child, grandchild or sibling of a member of the Survivor Class.

- a) Mariette Lucille Buckshot resides on the Kitigan Zibi Anishinabeg First Nation Reserve in Maniwaki, Quebec. She was born on April 12, 1970, in the

town of Maniwaki, Quebec. Her father attended Maniwaki Day School, located on the Reserve, from the fall of 1937 to the summer of 1940. Mariette Lucille Buckshot is a proposed Representative Plaintiff for the Family Class.

10. The proposed Family Class Members are:
- a) the spouse or former spouse, child, grandchild, or sibling of a Survivor Class Member;
 - b) the spouse of a child, grandchild or sibling of a Survivor Class Member; and
 - c) such other persons as the Court otherwise recognizes or directs.

C. THE DEFENDANT

11. The Attorney General of Canada represents the Crown in right of Canada (the "Crown" or "Canada"), and the Minister of Aboriginal Affairs and Northern Development Canada, and predecessor Ministers who were responsible for "Indians" under s.91(24) of the *Constitution Act*, 1867.

Class Period

12. The Class Period is the period from and including January 1, 1920 and ending on the date of closure of any particular Indian Day School, or the date on which management and control of any particular Indian Day School was effectively transferred from Canada.

THE CLAIM

13. Beginning in 1920, Aboriginal children from Aboriginal communities across Canada were forced by Canada to attend Indian Schools. These schools were either Residential Schools, at which the children resided all year or for significant periods of the year, or Day Schools, which the children attended by day only. In both cases, the children who attended these schools endured cultural assimilation as well as

psychological, physical and sexual abuse at the hands of teachers, administrators and other employees of these schools.

14. Children who attended and resided at Indian Residential Schools received an apology from the Prime Minister in 2008 and compensation through the Indian Residential Schools Class Action Settlement ("IRSCAS"), approved in 2006.
15. Aboriginal children who were forced to attend Indian Day Schools and suffered the same abuses were specifically excluded from the IRSCAS and received nothing. This Claim is on behalf of those Aboriginal children and their families for the damages inflicted upon them by Canada's actions, as set out below.

The Indian Day School System

16. Schools for Aboriginal children were established in Canada in the late 1800's, ostensibly for their education. Many of these schools were initially established and administered by Christian religious entities. During this period, attendance was not compulsory.
17. Beginning in the early twentieth century, Canada began entering into formal agreements with various religious entities for the day-to-day operations of Indian Day Schools. Pursuant to these agreements, Canada controlled, regulated, supervised and directed all aspects of the operation of Indian Day Schools.
18. In 1920, Section 10 of the *Indian Act* made attendance at "day, industrial or boarding school" mandatory for all Aboriginal children between the ages of seven and fifteen years. Failure to ensure attendance at these schools could result in a fine or imprisonment of parents and arrest of the child. These provisions were strictly enforced by Canada through the use of truancy officers.
19. In 1920, there were 247 Indian Day Schools in Canada with a total enrollment of 7,477 students. Many more Indian Day Schools were established and student

enrollment increased dramatically during the Class Period, as identified in the annual reports of the Department of Indian Affairs and other government documents.

20. In the case of Indian Residential Schools, Canada forcibly removed Aboriginal children from their homes and transported them to boarding or residential schools, although some attended these residential schools as day students. In the case of Indian Day Schools, which were separate from residential schools, Aboriginal children were forced to attend the schools, but by day only.
21. The experience for Aboriginal students who attended Indian Day Schools was substantially identical to that of those who attended Indian Residential Schools. The same school curriculum and conditions applied to both Indian Day Schools and Indian Residential Schools.
22. Aboriginal children who attended Indian Day Schools were regularly and frequently subjected to abuse while in the care of those who were responsible for their safety and care. In particular, they were subjected to systematic child abuse, neglect, maltreatment and generally deprived of the essential components of a healthy childhood. These physical, emotional, psychological, cultural and spiritual abuses were systematically perpetrated upon them by teachers, adults in positions of authority and/or other students. Aboriginal students were beaten, at times into unconsciousness, and were in constant fear of being assaulted, physically and sexually. They were generally unable to tell their parents of the abuse they were suffering, out of intimidation, fear and threat of reprisal and further abuse. Many parents passed away never knowing about the abuse their children were experiencing.
23. The Aboriginal children at the Indian Day Schools returned to their homes at the end of the school day having been taught in the school that the cultural beliefs, values and teachings of their parents, grandparents and elders were of no value. The children were indoctrinated into Christianity, and taught to be ashamed of their Aboriginal culture, spirituality, identity, language and practices. Indian Day Schools fostered an

institutionalized culture that was hostile to Aboriginal culture and spiritual practice. Aboriginal language and culture were strictly suppressed and consistently denigrated by the school administrators, teachers and other staff, and were treated as inherently inferior. Aboriginal children were prohibited from speaking their own languages, even to their parents, and were punished for doing so – often severely, including by such practices as beatings and putting a nail or pin through the tongue of the child. They were referred to by demeaning terms such as “heathens” and “dirty savages” and taught to discard their Aboriginal identities. The Aboriginal way of life, traditions, culture, language and spiritual practices were replaced with the identity and culture imposed upon them by Canada.

24. Through the establishment and operation of Indian Day Schools, Canada allowed and/or failed to curtail the systematic abuses from occurring and supported and encouraged the undermining of Aboriginal values, cultures and practices that were critical to the very existence of Aboriginal peoples as a group. Aboriginal children were deprived of their heritage, their support networks and their way of life, forced to adopt a foreign language and a culture foreign to them and were severely punished for non-compliance.
25. The purpose of establishing Indian Day Schools was to facilitate assimilation of Aboriginal children into the culture which Canada wished to impose upon them and in turn the elimination of their traditional language, culture, religion and way of life. Canada set out and intended to cause the damage which has harmed the Plaintiffs and the Class members. The intent of Indian Day Schools was not primarily to educate them, but rather to break their link to their culture and identity.
26. Through the pursuit of an Indian education policy, a policy of assimilation, Canada, in whole or in part, sought to eradicate what Canada saw as the "Indian Problem". Canada sought to relieve itself of its moral, legal and financial responsibilities for Aboriginal People, the expense and inconvenience of dealing with cultures, languages, habits and values different from Canada's predominant Euro-Canadian

heritage, and the challenges arising from land claims, treaties and other obligations toward Aboriginal peoples. Through the implementation of the Indian education policy, Canada severely damaged the identities of those children who attended and subsequent generations of Aboriginal People and caused irreversible harm to individuals, families and communities.

Canada's Statement of Reconciliation and Apology

27. In January 1998, Canada issued a Statement of Reconciliation acknowledging the role it played in the development and administration of residential schools and apologizing with profound regret for physical and sexual abuse and the erosion of culture and the economic and social systems of Aboriginal people suffered by victims of the Residential Schools system. The Plaintiffs plead that the Statement of Reconciliation by Canada is an admission by Canada of the facts and duties set out herein. Although the statement refers to Indian Residential Schools, there is no meaningful distinction between the experiences of those who attended Indian Residential Schools and those of the Plaintiffs and the Class members who attended Indian Day Schools.

28. The Statement of Reconciliation stated, in part, as follows:

One aspect of our relationship with Aboriginal people over this period that requires particular attention is the Residential School System. This system separated many children from their families and communities and prevented them from speaking their own languages and from learning about their heritage and cultures. In the worst cases, it left legacies of personal pain and distress that continued to reverberate in Aboriginal communities to this date. Tragically, some children were the victims of physical and sexual abuse.

29. On June 11, 2008, Prime Minister Stephen Harper on behalf of Canada, delivered an apology that acknowledged the harm done by Canada's Residential Schools Policy:

Two primary objectives of the Residential Schools system were to remove and isolate children from the influence of their homes, families, traditions and cultures, and to assimilate them into the dominant

culture. These objectives were based on the assumption Aboriginal cultures and spiritual beliefs were inferior and unequal. Indeed, some sought, as it was infamously said, "to kill the Indian in the child". Today, we recognize that this policy of assimilation was wrong, has caused great harm, and has no place in our country.

30. In this Apology, the Prime Minister made certain important acknowledgments regarding the damage to Aboriginal children:

First Nations, Inuit and Metis languages and cultural practices were prohibited in these schools. Tragically, some of these children died while attending residential schools and others never returned home.

The government now recognizes that the consequences of the Indian Residential Schools policy were profoundly negative and that this policy has had a lasting and damaging impact on Aboriginal culture, heritage and language.

The legacy of Indian Residential Schools has contributed to social problems that continue to exist in many communities today.

We now recognize that, far too often, these institutions gave rise to abuse or neglect and were inadequately controlled, and we apologize for failing to protect you. Not only did you suffer these abuses as children, but as you became parents, you were powerless to protect your own children from suffering the same experience, and for this we are sorry.

You have been working on recovering from this experience for a long time and in a very real sense, we are now joining you on this journey. The Government of Canada sincerely apologizes and asks the forgiveness of the Aboriginal peoples of this country for failing them so profoundly.

The Truth and Reconciliation Commission

31. The Indian Residential Schools Settlement Agreement provided for the creation of the Truth and Reconciliation Commission of Canada ("Commission"). The Commission travelled across Canada to hear from the Aboriginal People who had been removed from their families as children and placed in Indian Residential Schools. On December 15, 2015, the Commission released its Final Report listing 94

recommendations to redress the legacy of Indian Residential Schools and advance the process of Canadian reconciliation.

32. The Commission, in its Final Report, Part 1, Volume 1, states at p. 200,

[. . .] statements from government and church officials make it abundantly clear that the overall purpose of residential schooling was to separate children from their parents and their culture so they could be 'civilized' and 'Christianized.' Once so transformed, they could be enfranchised. They would no longer be "Indians," either culturally or legally, and would have no special claim on the state for support."

33. This intentional assumption of control over Aboriginal students applied equally to students at Indian Day Schools. The goal was to strip these children of their culture, language and identity, thereby removing their ability to pass on to succeeding generations their spiritual, cultural, and linguistic heritage.
34. The Commission and then Prime Minister Harper, on behalf of Canada, acknowledged the extreme miscarriage of justice through the settlement of the claims of those who resided at Canada's Indian Residential Schools. Notwithstanding this, many members of Canada's Aboriginal communities were excluded from the Agreement simply because they attended Indian Day Schools.
35. The physical and sexual abuse, pain and distress and the damages to language, learning, culture and heritage acknowledged by Canada, were also suffered by students who were forced to attend Indian Day Schools, their descendants and their communities. Aboriginal children who were forced to attend Indian Day Schools suffered these same abuses as children and as they became parents, they were, in the same way, unable to protect their own children from suffering the same experience. Yet they were denied an apology, compensation or any kind of reconciliation.
36. In the Final Report of the Commission, the Commission specifically acknowledged the exclusion of day school students from the Agreement and the lawsuits against

Canada based upon these exclusions. The Commission states at page 170 that it "urges all parties to seek expedited means of resolving this litigation." The Commission issued a call to action which reads as follows:

Call to Action

29) We call upon the parties and, in particular, the federal government, to work collaboratively with the plaintiffs not included in the Indian Residential Schools Settlement Agreement to have disputed legal issues determined expeditiously on an agreed set of facts.

Canada's Breach of Duties

37. Canada created, designed, established, funded, operated, supervised, controlled, maintained and regulated all Indian Day Schools in Canada. All Aboriginal Persons who attended Indian Day Schools in Canada, did so as wards of the Crown and were persons to whom the Crown owed the highest fiduciary, constitutional, statutory and common law duties. Canada had the obligation to uphold the Honour of the Crown in all of its dealings with Aboriginal Peoples. The Crown was responsible, during the Class Period, for:
- a) the promotion of the health, safety and well-being of Aboriginal Persons in Canada;
 - b) the management, operation and administration of the Department of Indian Affairs and Northern Development and its predecessor Ministries and Departments;
 - c) decisions, procedures, regulations promulgated, operations and actions taken by the Department of Indian Affairs and Northern Development and its predecessors and related Ministries and Departments, as well as the decisions taken by those Ministries and Departments, and their respective employees, servants, officers and agents in Canada during the Class Period;
 - d) the construction, operation, maintenance, ownership, financing, administration, supervision, inspection and auditing of Indian Day Schools and for the creation, design and implementation of the program of education for Aboriginal Persons confined therein during the Class Period;

- e) the selection, control, training, supervision and regulation of the designated operators and their employees, servants, officers and agents, and for the care and education, control and well-being of Aboriginal Persons confined in an Indian Day School during the Class Period;
 - f) the provision of all educational services and opportunities to the Survivor Class members, pursuant to the provisions of the Act and its predecessor statutes as well as all regulations promulgated under that Act and its predecessors during the Class Period;
 - g) the care and supervision of all members of the Survivor Class while they were in attendance at an Indian Day School and for the supply of all the necessities of life to Survivor Class members, *in loco parentis*, during the Class Period;
 - h) the provision of educational and recreational services to the Survivor Class while in attendance at an Indian Day School;
 - i) inspection and supervision of all Indian Day Schools and all activities that took place therein during the Class Period and for full and frank reporting to Departmental officials and to the families with respect to conditions in all Indian Day Schools and all activities that took place therein;
 - j) the administration of the Act and its predecessor statutes as well as all other statutes relating to Aboriginal Persons and all regulations promulgated under these Acts and their predecessors;
 - k) preserving, promoting, maintaining and not interfering with Aboriginal Rights, including the right to retain and practice their culture, spirituality, language and traditions and the right to fully learn their culture, spirituality, language and traditions from their families, extended families and communities; and the care and supervision of all members of the Survivor Class while they were in attendance at Indian Day Schools during the Class Period; and
 - l) administration of the Act.
38. Canada was negligent and in breach of its fiduciary, statutory, constitutional, and common law duties to the Plaintiffs and members of the classes and breaches include the following:
- a) it undertook a systemic program of forced integration of Aboriginal children through the institution of Indian Day Schools when it knew or ought to have

known that doing so would cause profound and permanent cultural, psychological, emotional and physical injury to the members of the Survivor Class and Family Class;

- b) it failed to properly screen and select the organizations and individuals to which it delegated the implementation of the Indian Day School system;
- c) it failed to properly monitor and properly oversee the provision of funding it made to provinces with respect to Indian Day Schools, knowing that the operation of those Indian Day Schools was in conflict with its fiduciary duty to protect the safety and cultural identity of the Survivor Class members;
- d) it failed to take proper steps to ameliorate the harmful effects of the Indian Day Schools;
- e) it failed to adequately supervise and control Indian Day Schools and agents operating under its jurisdiction;
- f) it deliberately and chronically deprived the Survivor Class members of the education they were entitled to, or were led to, expect from Indian Day Schools or of any adequate education;
- g) it designed, constructed, maintained and operated Indian Day School buildings which were sub-standard, inadequate for the purpose for which they were intended and detrimental to the emotional, psychological and physical health of the Survivor Class;
- h) it failed to provide funding for the operation of Indian Day Schools that was sufficient or adequate to supply the necessities of life to Aboriginal children confined to them;
- i) it failed to respond appropriately, or at all, to disclosure of abuses in Indian Day Schools during the Class Period;
- j) it permitted Survivor Class members to be assaulted and battered during the Class Period;
- k) it permitted an environment which allowed student-on-student abuse;
- l) it failed to inspect or audit Indian Day Schools adequately, or at all;

- m) it failed to implement an adequate system of evaluation, monitoring and control of teachers, administrators and non-teaching staff of Indian Day Schools during the Class Period;
- n) it failed to periodically reassess its regulations, procedures and guidelines for the Indian Day Schools when it knew, or ought to have known, of serious systemic failures in Indian Day Schools during the Class Period;
- o) it failed to close Indian Day Schools and/or otherwise protect and care for those persons confined therein, when it knew, or ought to have known, that it was appropriate and essential to do so in order to preserve the health, welfare and well-being of the Class Members; and
- p) it failed to protect Survivor Class Members from physical and/or sexual abuse while attending at Indian Day Schools.

Breach of Aboriginal Rights

- 39. The vast majority of the Survivor Class members are Aboriginal Persons within the meaning of the *Constitution Act, 1982*, s. 35. These Class members' Aboriginal Rights existed and were exercised at all relevant times pursuant to the *Constitution Act, 1982*, s. 35.
- 40. These Class members and their communities have exercised laws, customs and traditions integral to their distinctive societies prior to contact with Europeans. In particular, and from time immemorial prior to contact with Europeans, these communities have sustained their distinctive cultures by speaking their languages and practicing their customs and traditions.
- 41. During the time when Survivor Class members attended Indian Day Schools, they were punished for using their traditional languages and were made ashamed of their traditional language and way of life. Consequently, by reason of the attendance at Indian Day Schools, the Survivor Class members' ability to speak their traditional languages and practice their spiritual, religious and cultural activities was seriously impaired and, in some cases, lost entirely. These Class members were denied the

ability to exercise and enjoy their Aboriginal Rights, both individually and in the context of their collective expression within their communities.

42. The interference in the Aboriginal Rights of the Survivor Class has resulted in that same loss being suffered by their descendants and communities, which was the result sought by Canada.
43. Canada had at all material times, and continues to have, a duty not to impair the Class members' Aboriginal Rights, including the exercise of their spiritual practices, languages, traditions and culture. Canada has failed in these duties, without justification.

DAMAGES

SURVIVOR CLASS

44. As a consequence of the negligence and/or breach of fiduciary, constitutional, statutory and common law duties, and the breaches of Aboriginal Rights by Canada and its agents, for whom Canada is vicariously liable, the Survivor Class members, including the Representative Plaintiffs, suffered injury and damages including:
 - a) assault and battery;
 - b) sexual abuse;
 - c) severe emotional, psychological pain and suffering;
 - d) loss of language, culture, spirituality, and Aboriginal identity;
 - e) isolation from their family, community and Nation;
 - f) an impairment of mental and emotional health, in some cases amounting to a permanent disability;

- g) an impaired ability to trust other people, to form or sustain intimate relationships, to participate in normal family life, or to control anger;
- h) a propensity to addiction;
- i) alienation from community, family, spouses and children;
- j) an impaired ability to enjoy and participate in recreational, social, cultural, athletic and employment activities;
- k) an impairment of the capacity to function in the work place and a permanent impairment in the capacity to earn income;
- l) deprivation of an education, including basic literacy and skills necessary to obtain gainful employment;
- m) sexual dysfunction, confusion and disorientation;
- n) depression, anxiety and emotional dysfunction;
- o) suicidal tendencies and ideation;
- p) loss of self-esteem and feelings of degradation, shame, fear and loneliness;
- q) nightmares, flashbacks and sleeping problems;
- r) fear, humiliation and embarrassment as a child and adult;
- s) impaired ability to express emotions in a normal and healthy manner;
- t) loss of ability to participate in, or fulfill, cultural practices and duties;
- u) loss of ability to live in their community and Nation; and
- v) cultural, economic, and social devastation.

FAMILY CLASS

45. As a consequence of the negligence and/or breach of fiduciary, constitutional, statutory and common law duties, and breach of Aboriginal Rights by Canada and its

agents, for whom Canada is vicariously liable, the Family Class members, including the Family Class Representative Plaintiff, suffered injury and damages including:

- a) their relationships with Survivor Class members were impaired, damaged and distorted as a result of the experiences of Survivor Class members in Indian Day Schools;
- b) their culture and languages were undermined and in some cases eradicated by the forced assimilation of Survivor Class members into the dominant culture as a result of the forced attendance at Indian Day Schools;
- c) they suffered abuse from Survivor Class members as a result of the experiences of Survivor Class members in Indian Day Schools;
- d) they were unable to resume normal family life and experiences with Survivor Class members as a result of the experiences of Survivor Class members in Indian Day Schools;
- e) they were deprived of pecuniary support from Survivor Class members as the direct, and indirect, consequence of impairments caused by the Indian Day School experience;
- f) they incurred special and out of pocket expenses in their care of Survivor Class members and were required to provide support and medical care to Survivor Class members as a direct, or indirect, consequence of the Indian Day School experience; and
- g) cultural, economic, and social devastation.

PUNITIVE, EXEMPLARY AND AGGRAVATED DAMAGES

46. The Class members plead Canada deliberately planned the systemic eradication of the language, religion and culture of Survivor Class members and Family Class members. The actions were deliberate, malicious and intended to cause harm, and in the circumstances punitive, exemplary and aggravated damages are appropriate and necessary.

47. The Class members plead that Canada, and its Agents, had specific and complete knowledge of the systemic and widespread physical, psychological, emotional, cultural and sexual abuses of Survivor Class members that were occurring at Indian Day Schools.
48. In the alternative, the Class members plead that Canada was grossly negligent or negligent and/or willfully blind to these abuses.
49. Despite this knowledge, actual or imputed, Canada continued to operate Indian Day Schools and took no reasonable steps to protect the Survivor Class members from these severe abuses and resulting damage that arose as a result. In the circumstances, the failure to act on that knowledge and to protect vulnerable children in Canada's care amounts to a wanton and reckless disregard for their safety and renders punitive, exemplary and aggravated damages, both appropriate and necessary.
50. The Plaintiffs plead that the Statement of Reconciliation and the Apology by Canada are admissions by Canada of the facts and duties set out herein and that they are supportive of punitive, exemplary and aggravated damages.
51. At all material times, Canada owed the Plaintiffs and Class members a special duty of care, good faith, honesty and loyalty, pursuant to Canada's constitutional obligations and Canada's duty to act in the best interests of Aboriginal People and especially Aboriginal children, who were particularly vulnerable. Canada breached those duties, causing severe harm.

BREACHES OF OBLIGATIONS OWED IN QUÉBEC

52. Where the aforementioned acts of Canada and its agents took place in the province of Québec, they constitute breaches of Article 1457 of the *Civil Code of Québec*, CQLR c CCQ-1991; sections 1, 4, 10, 10.1, and 16 of the *Charter of Human Rights and Freedoms*, CQLR c C-12; and render Canada liable for damages under section 3 of the *Crown Liability and Proceedings Act*, R.S.C. 1985, c. C-50.

STATUTES RELIED UPON

53. The Plaintiffs plead and rely upon the following:

Federal Courts Act, R.S.C., 1985, c. F-7, s. 17;

Federal Courts Rules, SOR/98-106, Part 5.1 Class Proceedings;

Constitution Act, 1982, ss. 25 and 35(1);

Negligence Act, R.S.O. 1990, c. N.1.;

Indian Act, R.S.C. 1985, ss. 3, 18(2), 114-122 and its predecessors;

Crown Liability and Proceedings Act, R.S.C. 1985, c. C-50;

Civil Code of Québec, CQLR c CCQ-1991;

Charter of Human Rights and Freedoms, CQLR c C-12;

Family Law Act, R.S.O., 1985, c. F-7 and similar legislation in other Canadian provinces and territories, including the *Tort-feasors Act*, R.S.A. 2000 c. T-5 and the relevant portions of the *Civil Code of Québec*.

54. The Plaintiffs propose that this action be tried in the city of Ottawa, in the province of Ontario.

Date: March 7, 2019

GOWLING WLG (CANADA) LLP

160 Elgin Street, Suite 2600

Ottawa, ON K1P 1C3

Tel: (613) 233-1781

Fax: (613) 563-9869

Mary M. Thomson

Brian A. Crane, Q.C.

Robert Winogron

Jeremy Bouchard

John J. Wilson

Joshua Shoemaker

Solicitors for the Plaintiffs

TAB D

SCHEDULE

“D”

Federal Court



Cour fédérale

Date: 20180621

Docket: T-2169-16

Citation: 2018 FC 642

Ottawa, Ontario, June 21, 2018

PRESENT: The Honourable Mr. Justice Phelan

CLASS PROCEEDING**BETWEEN:**

**GARRY LESLIE MCLEAN,
ROGER AUGUSTINE,
ANGELA ELIZABETH SIMONE SAMPSON,
MARGARET ANNE SWAN and
MARIETTE LUCILLE BUCKSHOT**

Plaintiffs**and**

**HER MAJESTY THE QUEEN IN RIGHT OF
CANADA as represented by THE ATTORNEY
GENERAL OF CANADA**

Defendant**ORDER****UPON MOTION**, treated as a Rule 369 motion in writing, for an Order:

- a) certifying this proceeding as a class proceeding;
- b) certifying the Classes;
- c) stipulating the common issues for trial;

- d) appointing the Representative Plaintiffs;
- e) approving the Litigation Plan;
- f) appointing Gowlings WLG (Canada) LLP as Class Counsel;
- g) staying any other putative class action relating to this class proceeding pending further Order of this Court; and
- h) costs and other relief.

AND UPON the Defendant consenting in whole to the Motion as filed:

AND UPON the Court reading the materials filed;

AND UPON being satisfied that this is an appropriate proceeding for certification as a Class Action upon the terms proposed;

THIS COURT ORDERS that:

1. This action is certified as a class proceeding against the Defendant Her Majesty the Queen.
2. The Classes in this proceeding are defined as follows:
 - (a) *Survivor Class* means all persons, wherever they may now reside or be domiciled, who attended an Indian Day School during the Class Period.
 - (b) *Family Class* means all persons who are a spouse or former spouse, child, grandchild or sibling of a member of the Survivor Class and the spouse of a child, grandchild or sibling of a Survivor Class member.

3. The Class Period is defined as follows:

Class Period means the period from and including January 1, 1920 and ending on the date of closure of any particular Indian Day School, or the date on which management and control of any particular Indian Day School was effectively transferred from Canada.

4. The following persons are appointed as Representative Plaintiffs:

- (a) For the Survivor Class, Garry Leslie McLean;
- (b) For the Family Class, Mariette Lucille Buckshot.

5. The common questions of law or fact in this proceeding are certified as follows:

- (a) Did the Defendant, through the establishment, funding, control, and maintenance of Indian Day Schools in Canada throughout the Class Period [the IDS System] owe a duty of care to the Survivor Class and the Family Class, or any member of either Class?
- (b) Did the Defendant, through the establishment, funding, control, and maintenance of the IDS System, breach a duty of care owed by it to the Survivor Class and the Family Class, or any member of either Class?
- (c) Did the Defendant, through the establishment, funding, control, and maintenance of the IDS System, breach a fiduciary duty owed to the Survivor Class and Family Class, or any member of either Class?
- (d) Did the Defendant, through the establishment, funding, control, and maintenance of the IDS System, breach a statutory obligation owed under

the *Indian Act* or other statute to the Survivor Class and Family Class, or any member of either Class?

- (e) Did the Defendant, through the establishment, funding, control, and maintenance of the IDS System, breach the Aboriginal rights of the members of the Survivor Class and Family Class?
- (f) What injury and damages have the members of the Survivor and Family Class suffered as a result of the breaches of Canada's duties identified in issues (a) through (e) above?

- 6. Gowling WLG (Canada) LLP is appointed as Class Counsel.
- 7. No costs are payable on this motion for certification in accordance with Rule 334.39 of the *Federal Courts Rules*, SOR/98-106.

"Michael L. Phelan"

Judge

Cour fédérale



Federal Court

Date : 20180621

Dossier : T-2169-16

Référence : 2018 CF 642

Ottawa (Ontario), le 21 juin 2018

En présence de monsieur le juge Phelan

RECOURS COLLECTIF**ENTRE :**

**GARRY LESLIE MCLEAN,
ROGER AUGUSTINE,
ANGELA ELIZABETH SIMONE SAMPSON,
MARGARET ANNE SWAN et
MARIETTE LUCILLE BUCKSHOT**

demandeurs

et

**SA MAJESTÉ LA REINE DU CHEF DU
CANADA, représentée par LE PROCUREUR
GÉNÉRAL DU CANADA**

défenderesse

[TRADUCTION FRANÇAISE]

ORDONNANCE

VU LA REQUÊTE, jugée comme une requête écrite déposée en application de
l'article 369 des *Règles des Cours fédérales*, visant à obtenir une ordonnance :

- a) autorisant l'instance à titre de recours collectif;

- b) autorisant les groupes;
- c) énonçant les questions communes faisant l'objet de l'instruction;
- d) nommant des représentants parmi les demandeurs;
- e) approuvant le plan relatif au litige;
- f) nommant Gowling WLG (Canada) S.E.N.C.R.L., s.r.l., comme avocat des groupes;
- g) différant tout autre recours collectif intenté ayant un lien avec le présent recours collectif en attendant une autre ordonnance de la Cour;
- h) visant l'adjudication de dépens et toute autre réparation.

ATTENDU QUE la défenderesse donne son consentement global à l'égard de la requête déposée;

ATTENDU QUE la Cour a pris connaissance des documents déposés;

ATTENDU QUE la Cour est convaincue que la présente instance convient pour autoriser le recours collectif selon les modalités proposées;

LA COUR ORDONNE ce qui suit :

1. L'action est autorisée à titre de recours collectif contre la défenderesse, Sa Majesté la Reine.
2. Les groupes du présent recours sont définis comme suit :
 - (a) *Le groupe des survivants* s'entend de toutes les personnes, peu importe l'endroit où se situe actuellement leur résidence ou domicile, qui ont

étudié dans un externat indien pendant la période visée par le recours collectif.

- (b) *Le regroupement familial* s'entend des conjoints ou ex-conjoints, des enfants, des petits-enfants, des frères ou des sœurs des membres du groupe des survivants, de même que des conjoints des enfants, des petits-enfants, des frères ou des sœurs des membres du groupe des survivants.
3. La période visée par le recours collectif est définie comme suit :
- La période visée par le recours collectif* s'entend de la période commençant le 1^{er} janvier 1920 et se terminant le jour de la fermeture de tout externat indien ou le jour où les responsables du contrôle et de la gestion de tout externat indien ont réellement été transférés à l'extérieur du Canada.
4. Les personnes suivantes parmi les demandeurs sont nommées à titre de représentants :
- (a) Pour le groupe des survivants, Garry Leslie McLean;
 - (b) Pour le regroupement familial, Mariette Lucille Buckshot.
5. Les questions de droit et de fait communes autorisées à l'égard du présent recours sont les suivantes :
- (a) La défenderesse avait-elle, dans le cadre de la fondation, du financement, du contrôle et de l'entretien des externats indiens au Canada pendant la période visée par le recours, un devoir de diligence envers le groupe des survivants et le regroupement familial ou tout membre de l'un de ces groupes?

- (b) La défenderesse a-t-elle, dans le cadre de la fondation, du financement, du contrôle et de l'entretien des externats indiens au Canada pendant la période visée par le recours, manqué au devoir de diligence qu'elle avait envers le groupe des survivants et le regroupement familial ou tout membre de l'un de ces groupes?
- (c) La défenderesse a-t-elle, dans le cadre de la fondation, du financement, du contrôle et de l'entretien des externats indiens au Canada pendant la période visée par le recours, manqué au devoir fiduciaire qu'elle avait envers le groupe des survivants et le regroupement familial ou tout membre de l'un de ces groupes?
- (d) La défenderesse a-t-elle, dans le cadre de la fondation, du financement, du contrôle et de l'entretien des externats indiens au Canada pendant la période visée par le recours, manqué à une obligation statutaire qu'elle avait, conformément à la *Loi sur les Indiens* ou à une autre loi, envers le groupe des survivants et le regroupement familial ou tout membre de l'un de ces groupes?
- (e) La défenderesse a-t-elle, dans le cadre de la fondation, du financement, du contrôle et de l'entretien des externats indiens au Canada pendant la période visée par le recours, violé les droits ancestraux des membres du groupe des survivants et du regroupement familial?

- (f) Quels sont les préjudices et les dommages qu'ont subis les membres du groupe des survivants et du regroupement familial en raison des manquements du Canada aux obligations mentionnées dans les questions (a) à (e) ci-dessus?
6. Gowling WLG (Canada) S.E.N.C.R.L., s.r.l., est nommé comme avocat des groupes.
7. Aucuns dépens ne sont payables à l'égard de la présente requête en autorisation, conformément à l'article 334.39 des *Règles des Cours fédérales*, DORS/98-106.

« Michael L. Phelan »

Juge

TAB E

SCHEDULE “E”

NOTICE OF CERTIFICATION AND HEARING FOR APPROVAL OF SETTLEMENT
(Long Form)

INDIAN DAY SCHOOL LITIGATION

If you attended an Indian Day School, this notice may affect your legal rights. Please read it carefully.

The Federal Court authorized this Notice. This is not a solicitation from a lawyer.

- In the class action, *McLean v Canada* (Court File No. T-2169-16), students who attended a Federal Indian Day School sought damages from Canada for harms suffered by them as a result of their attendance.
- This legal action was certified on June 21, 2018, on consent, as a class proceeding in the Federal Court.
- The Government of Canada ("Canada") has agreed to an out-of-court Settlement with Class Members in relation to its establishing and funding of Federal Indian Day Schools ("Indian Day Schools") and its subsequent control and management of the Indian Day Schools.
- As part of the Settlement, Canada will provide compensation to Eligible Class Members.
- The Settlement must be approved by the Federal Court before compensation will become available to Class Members.
- The date and location for the proposed Settlement Approval Hearing is **May 13, 14 and 15, 2019** at the **Federal Court, 363 Broadway, Winnipeg, MB R3C 3N9**.
- Class Counsel will also ask the Court to approve fees and disbursements for their work in achieving the Settlement.

Your Legal Rights And Options in This Proposed Settlement:

- | | |
|---------------------------------------|---|
| 1. Do Nothing: | If you support the Settlement Agreement, you do not have to do anything at this time although you can choose to file a Statement in Support and/or to appear at the Settlement Approval Hearing. Please note that you will give up any right to object to the Settlement under this option. |
| 2. Object to the Proposed Settlement: | If you disagree with the proposed Settlement, you have the right to object. You can object by delivering an Objection Form to Class Counsel at the address below by May 3, 2019 . Class Counsel will file your Objection Form with the Court in advance of the Settlement Approval Hearing. Do not send your Objection Form directly to the Court. |
| 3. Attend the Hearing: | Go to the Federal Court, 363 Broadway, Winnipeg, MB R3C 3N9 . If you have submitted an Objection Form to Class Counsel, you can ask to make oral submissions to the Court. Your Objection Form should indicate your intention to make oral submission at the hearing. |

The following pages provides more information on the Class Action and the Settlement Approval Hearing.

WHAT THIS NOTICE CONTAINS:

BASIC INFORMATION ABOUT THIS SETTLEMENT

1. Why did I get this notice?
2. What is an Indian Day School?
3. What is a class action?
4. What is the Indian Day School Class Action about?
5. Why is there a Settlement?

WHO IS INCLUDED IN THE SETTLEMENT?

6. Who is included in the Settlement?
7. What if I am not sure whether I am included in the Settlement?

SETTLEMENT BENEFITS

8. What does the Settlement provide?
9. How will the lawyers be paid?
10. When will I receive my payment?
11. What am I giving up in the Settlement?
12. Can I remove myself from the Settlement?

RECEIVING A PAYMENT

13. How can I receive a payment?
14. What if my claim is denied?
15. What if I disagree with the level of compensation awarded?

THE LAWYERS REPRESENTING YOU

16. Who are the lawyers for the plaintiffs?

THE APPROVAL HEARING

17. How do I object to the proposed Settlement?
18. Is there a way for me to show my support for the proposed Settlement?
19. When and where will the court decide whether to approve the proposed Settlement?
20. Do I have to attending the hearing?
21. May I speak at the hearing?
22. What if I do nothing?

MORE INFORMATION

23. How do I get more information?

BASIC INFORMATION ABOUT THIS SETTLEMENT

1. Why did I get this notice?

You received this Notice for one of three reasons:

First, you submitted an *Indian Day Schools Class Action Registration Form* to Gowling WLG. Your Registration Form provided Class Counsel with an up-to-date record on how to contact you with updates about the class action and a potential Settlement.

Second, someone you know sent you this information because they believe that this Settlement will impact your rights. Please read the entire Notice carefully as your legal rights will be affected even if you do nothing.

Third, you found this Notice in a public area. In an effort to reach as many Class Members as possible, these Notices have been sent to First Nations and Friendship Centres across Canada, as well as other groups and organizations. Please read the entire Notice carefully as your legal rights will be affected even if you do nothing.

2. What is an Indian Day School?

Indian Day Schools include all those schools established or designated as such by the Federal Department of Indian Affairs in which Indigenous students across Canada were required to attend by law (under the *Indian Act*), and were funded in part or solely by Canada. Unlike Indian Residential Schools, students did not reside at Indian Day Schools. Only in very limited circumstances (seasonal weather conditions etc.) would a student reside at an Indian Day School.

3. What is a class action?

In a class action, one or more people called "**Plaintiffs**" sue on behalf of people who have similar claims. All of these people are called a "**Class**" or "**Class Members**." The courts resolve the issues for everyone affected, except for those who exclude themselves from the lawsuits.

4. What is the Indian Day School class action about?

The legal action, *McLean v Canada* (Court File No. T-2169-16), was brought to claim damages from Canada for harms suffered by students who attended an Indian Day School. Indian Day School students have reported suffering physical, sexual, and psychological abuse by teaching staff, officials, students and other third parties. In some cases, the abuse was severe. These abuses were in addition to students who were mocked, denigrated or humiliated by reason of their Indigenous culture and language. *McLean v Canada* seeks recognition of and justice for the harms inflicted on former students of Indian Day Schools and their family members.

The legal action was certified on consent as a class proceeding by Justice Phelan of the Federal Court on June 21, 2018.

5. Why is there a settlement?

Canada has agreed to an out-of-court settlement with Class Members in relation to its establishment and funding of Indian Day Schools and its subsequent control and management of the Schools. By reaching a settlement, the parties avoid the significant costs and uncertainty of a trial, as well as potential delays in obtaining a final judgment.

WHO IS INCLUDED IN THE SETTLEMENT?

6. Who Is Included in the Settlement?

Former Indian Day School students ("**Survivor Class Members**") and their family members ("**Family Class Members**") are included in this Settlement.

To be eligible as a **Survivor Class Member**, you must have attended at least one of the identified Indian Day Schools during the time that it was operated and/or controlled by Canada and you must have suffered a recognized harm as a consequence of your attendance. The identified Indian Day Schools are listed on a Schedule to the Settlement Agreement and available on the Class Action website. Each eligible Survivor Class Member will be required to provide supporting material for his or her claim.

Family Class Members will receive no direct compensation under the proposed Settlement. Instead, a \$200,000,000 (CDN) Legacy Fund is being established to support projects for commemoration, wellness/healing, and the restoration and preservation of Indigenous languages and culture.

The Representative Plaintiffs and their lawyers think the proposed Settlement is in the best interests of all Class Members.

7. What If I am not sure whether I am Included In the Settlement?

If you are not sure whether you are Included In the Settlement, you may call Class Counsel with questions, visit www.IndianDaySchools.com or call the following toll free phone number: 1 (844) 539-3815.

SETTLEMENT BENEFITS

8. What does the Settlement provide?

If the Settlement Agreement is approved by the Federal Court, it will provide for direct compensation to Survivor Class Members who experienced harm while they were a student at a listed Indian Day School during the relevant period ("**Eligible Class Members**"). The listed Indian Day Schools are provided in Schedule K of the Settlement Agreement. Eligible Class Members will be required to apply to a Claims Administrator to receive compensation.

The Settlement Agreement also provides \$200,000,000 (CDN) to support commemoration projects, health and wellness projects, and language and culture initiatives. This compensation will be made available by the McLean Day Schools Settlement Corporation, which will distribute the money as proposal-based funding to existing organizations and initiatives.

Canada has agreed to pay compensation to Eligible Class Members in accordance with the severity of harms they suffered while attending an Indian Day School. This severity is measured against a Harms Assessment Grid that contains five (5) levels of compensation. The level and associated compensation are the following:

Level 1:	\$10,000 (CDN)
Level 2:	\$50,000 (CDN)
Level 3:	\$100,000 (CDN)
Level 4:	\$150,000 (CDN)
Level 5:	\$200,000 (CDN)

Under the Settlement, Eligible Class Members will receive a single payment in the amount associated with the most severe harm they suffered while attending an Indian Day School, irrespective of the number of schools attended. Each level contains verification requirements. The Harms Assessment Grid and other details are available in Schedule B of the Settlement Agreement. The Settlement Agreement is available at www.indiandayschools.com.

9. How will the lawyers be paid?

No portion of Class Counsel fees will come from the compensation paid to Survivor Class Members or to the Legacy Fund. Canada has agreed to pay Class Counsel \$55,000,000 (CDN) plus taxes for legal fees and disbursements.

Class Counsel fees and disbursements are subject to Court approval at the Settlement Approval Hearing.

10. When will I receive my payment?

If the proposed Settlement Agreement is approved by the Federal Court, and all appeals from that approval are resolved, Class Members can begin submitting their Applications.

Eligible Class Members will receive compensation after their Application has been reviewed and approved by the Claims Administrator. If the Claims Administrator requires additional information to review a claim, the time required to review and approve the Application may increase. Under certain circumstances, a Third Party Assessor may review the decision of the Claims Administrator with respect to the level of compensation being assigned to a claim.

An announcement will be made shortly before the Applications are made available.

11. What am I giving up in the Settlement?

if an Order is granted by the Court approving the Settlement of this action, the judgment will be binding on all class members who do not opt out of the proceedings.

If you do **NOT** opt out of the Settlement, as described below, and the proposed Settlement Agreement becomes final, you will not be able to advance a lawsuit of your own for Canada's management and control of Indian Day Schools. You will be "releasing" Canada from liability for all actions at Federal Indian Day Schools, but you will receive compensation in recognition of the harms that you experienced.

Nothing in this proposed Settlement requires you to give up your right to sue a province or religious institution for its involvement in its management or control of an Indian Day School.

The proposed Settlement Agreement provides a specific description of the Release. Please read the Settlement Agreement carefully and contact Class Counsel if you have any questions.

12. Can I remove myself from the Settlement?

If you are an Eligible Class Member, you can remove yourself from the Settlement with an **Opt Out Form** found in Schedule H of the Settlement Agreement before the end of the Opt Out period. The **Opt Out Period** is sixty (60) days after the Federal Court approves the Settlement Agreement, if the Court chooses to do so.

More information on the Opt Out Period will be announced at www.IndianDaySchools.com.

RECEIVING A PAYMENT

13. How can I receive a payment?

If the proposed Settlement Agreement is approved by the Federal Court, all Class Members will be required to submit an Application to the Claims Administrator. The Claims Administrator will review your claim and make one of three determinations: (1) approve the claim; (2) deny the claim; or (3) request additional information.

If your claim is approved, you will receive compensation based on the Harms Assessment Grid provided in Schedule B of the Settlement Agreement. The compensation will be paid directly either to you, your court-appointed representative, or, in the event of your death, your estate executor.

Application forms will be available at www.IndianDaySchools.com or by calling the Claims Administrator after the proposed Settlement Agreement is approved by the Federal Court.

14. What if my claim is denied?

The Claims Administrator will notify you if your claim is denied.

Your Application will be denied if (a) you are not an Eligible Class Member or (b) you have already been compensated, in another proceeding, for your attendance at an Indian Day School.

15. What If I disagree with the level of compensation awarded?

If you are an Eligible Class Member and have not previously been compensated for your attendance at a Federal Indian Day School, the Claims Administrator will assess your Application and approve a level of compensation in accordance with the Harms Assessment Grid.

If the Claims Administrator approves your Application for a lower level of compensation than what you believe you are entitled to under the Harms Assessment Grid, you will have the option to provide further information and have your claim re-assessed in light of that further information. You will then be notified of the Claims Administrator's re-assessment.

If the Claims Administrator confirms its initial assessment, you have the option of having your claim reviewed by a Third Party Assessor. The decision of the Third Party Assessor is final.

THE LAWYERS REPRESENTING YOU

16. Who are the lawyers for the plaintiffs?

Gowling WLG was appointed as Class Counsel by Justice Phelan of the Federal Court on June 21, 2018. You may contact Class Counsel at:

Gowling WLG (Canada) LLP
160 Elgin Street
Suite 2600
Ottawa Ontario K1P 1C3

Vanessa Lessard, law clerk
Vanessa.Lessard@gowlingwlg.com

About Class Counsel

Lead Class Counsel are Robert Winogron, Jeremy Bouchard and Mary M. Thomson of the law firm, Gowling WLG (Canada) LLP. Mr. Winogron and Mr. Bouchard have over 30 years of combined legal experience in the area of Aboriginal Law and Litigation. Ms. Thomson is a class action specialist and has 35 years of litigation experience. Gowling WLG is a national law firm which is consistently recognized for its representative work on behalf of First Nations and Aboriginal organizations across Canada.

There is no charge to speak to Class Counsel.

THE APPROVAL HEARING

17. How do I object to the proposed Settlement?

You can object to the proposed Settlement if you do not like some or all of its terms. The Court will consider your views. To object, you must submit an Objection Form to Class Counsel that includes the following:

- Your name, address, and telephone number;
- A statement saying that you object to the Indian Day School proposed Settlement;
- The reasons you object to the proposed Settlement, along with any supporting materials;
- The Indian Day School that you attended and the years that you attended; and
- Your signature.

You must mail or email your Objection Form, postmarked by **May 3, 2019** to:

Indian Day School Class Action – Objection

Gowling WLG (Canada) LLP
160 Elgin Street
Suite 2600
Ottawa Ontario K1P 1C3

Attention: Vanessa.Lessard@gowlingwlg.com

Objecting to the Settlement Agreement is not the same as Opting Out.

If you object to the Settlement Agreement, you should do so at the Settlement Approval Hearing.

Although Class Members may make objection to the proposed Settlement, the Final Decision on Approval of the Settlement is that of the Judge alone.

17. Is there a way for me to show my support for the proposed Settlement?

You can support the proposed Settlement by submitting a Statement in Support or email to Class Counsel. It should include:

- Your name, address, and telephone number;
- The reasons you support the proposed Settlement;
- The Indian Day School that you attended and the years that you attended; and
- Your signature.

You must mail or email your Statement of Support, postmarked by **May 3, 2019** to:

Indian Day School Class Action – Support

Gowling WLG (Canada) LLP
160 Elgin Street
Suite 2600
Ottawa Ontario K1P 1C3

Attention: Vanessa.Lessard@gowlingwlg.com

You may also indicate on your Statement of Support a willingness to speak at the hearing in favour of the proposed settlement.

18. When and where will the Court decide whether to approve the proposed Settlement?

A motion to approve the Settlement is scheduled to be heard on **May 13, 14 and 15, 2019** at the **Federal Court, 363 Broadway, Winnipeg, MB R3C 3N9**.

If you are unable to attend the hearing but wish to address the Court, live video conferencing may be arranged at other Federal Court locations in Canada. If you wish to address the Court by video conference, you must contact Class Counsel at the contact information above no later than May 3, 2019. The addresses of Federal Court locations with video conferencing will be posted at www.indiandayschools.com by May 6, 2019. If you are unable to appear either in person or by video conference but still want your views on the settlement heard, you can put them in writing as described above.

19. Do I have to attend the hearing?

You do **NOT** have to attend the hearing. Class Counsel will answer questions that the Court may have about the proposed Settlement Agreement. If you sent an Objection Form or Statement of Support to Class Counsel, you do not have to attend the hearing. Class Counsel will file your document with the Court in advance of the Settlement Approval hearing.

20. May I speak at the hearing?

Class Members may speak at the Approval Hearing. If you are a Class Member, you can ask the Court for permission to speak at the Approval Hearing. To do so, please indicate on your Objection Form or Statement of Support that you would like to speak at the Approval Hearing.

21. What if I do nothing?

If you choose to do nothing, the Court will consider the merits of the Settlement Agreement without your input.

MORE INFORMATION

22. How do I get more information?

This Notice summarizes the proposed Settlement. More details are in the proposed Settlement Agreement.

You can get a copy of the proposed Settlement Agreement at www.IndianDaySchools.com. You can send your questions to **Indian Day School Class Action, c/o Class Counsel**.

NOTICE OF CERTIFICATION AND SETTLEMENT APPROVAL HEARING

769

(Short Form)

INDIAN DAY SCHOOL LITIGATION

If you attended an Indian Day School, this notice may effect your legal rights. Please read it carefully.

A Canada-wide Settlement has been reached in the Indian Day School Class Action. The Government of Canada ("Canada") has agreed to an out-of-court Settlement with Class Members in relation to its establishing and funding of Federal Indian Day Schools ("Indian Day Schools") and its subsequent control and management of the schools. As part of the Settlement, Canada will provide compensation to eligible Class Members.

The legal action, *McLean v Canada* (Court File No. T-2169-16), sought damages from Canada for harms suffered by students who attended an Indian Day School. The legal action was certified on June 21, 2018, on consent, as a class proceeding in the Federal Court.

WHAT DOES THE SETTLEMENT PROVIDE?

Canada has agreed to pay compensation to eligible Class Members in accordance with the severity of harms they suffered while attending an Indian Day School. Compensation ranges from \$10,000 (CDN) for harms associated with attendance at an Indian Day School to \$200,000 (CDN) for repeated incidents of sexual abuse and/or physical assault causing long-term injury. Eligible Class Members will receive a payment reflecting the most severe harms they suffered while attending an Indian Day School, irrespective of the number of schools attended.

The settlement also includes a Legacy Fund that will provide \$200,000,000 (CDN) to support commemoration projects, health and wellness projects, and language and culture initiatives.

More information on compensation levels and the claims process can be found in the Settlement Agreement. You can obtain a copy of the Settlement Agreement and its Schedules on the Indian Day School Website: www.indiandayschools.com

WHO IS INCLUDED?

To be eligible for individual compensation, you must have attended one of the Identified Indian Day Schools when it was operated and/or controlled by Canada and you must have suffered harm as a consequence of your Indian Day School attendance. The Identified Indian Day Schools are listed on Schedule K to the Settlement Agreement that is available on the Indian Day School Website.

HOW DO I RECEIVE COMPENSATION?

If Settlement of the *McLean* Class Action is approved by the Court and if you are an eligible Class Member, you can make a claim for compensation. You must fill in an application form and send it to the Claims Administrator. Each eligible Class Member will be required to provide supporting material for his or her claim. More information on how to make a claim will be made available if the settlement is approved.

WHAT IF I DON'T AGREE WITH THE SETTLEMENT?

A motion to approve this Settlement is scheduled to be heard on May 13, 14 and 15, 2019 at the Federal Court, 383 Broadway, Winnipeg, MB R3C 3N9. Class Counsel will also ask the Court to approve fees and disbursements for their work in achieving the settlement.

If you agree with the proposed Settlement, you do not have to do anything at this time although you can choose to file a Statement of Support with Class Counsel, who will provide it

to the Court. You may also speak at the Approval Hearing. Please indicate that you would like to do so in your Statement of Support.

If you disagree with the proposed settlement, you have the right to object. You can object by delivering an Objection Form to Class Counsel at the address below by May 3, 2019. Class Counsel will file your Objection Form with the Court in advance of the Settlement Approval Hearing. Do not send your Objection Form directly to the Court.

You may also attend the Settlement Approval Hearing in Winnipeg on May 13, 14 and 15, 2019. If you have submitted an Objection Form to Class Counsel, you can ask to make oral submissions to the Court. Your Objection Form should indicate your intention to make oral submission at the Approval Hearing.

Although Class Members may make objection to the proposed Settlement, the Final Decision on Approval of the Settlement is made by the Judge alone.

If you are unable to attend the Approval Hearing in Winnipeg on May 13, 14 or 15, 2019 but wish to address the Court, live video conferencing may be arranged at other Federal Court locations in Canada. If you wish to address the Court by video conference, you must contact Class Counsel at the contact information below no later than May 3, 2019. The addresses of Federal Court locations with video conferencing will be posted at www.indiandayschools.com by May 6, 2019. If you are unable to appear either in person or by video conference but still want your views on the settlement heard, you can put them in writing as described above.

CAN I OPT OUT OF THE SETTLEMENT?

If the Settlement is approved by the Court, the judgement will be binding on you unless you opt out of the proceedings. Opting out will preserve your rights to independently sue Canada for harms suffered while you were a student at an Indian Day School.

Class members will have the opportunity to opt out of the Settlement after May 2019 and approval by the Federal Court. More information on when and how to opt out will be posted on the Class Action Website if the Settlement is approved. If you do not opt out of the action prior to the opt out deadline, you will be bound by the terms of the Settlement Agreement.

Objecting to this Settlement Agreement is not the same as Opting Out. If you object to the Settlement Agreement, you should do so at the Settlement Approval Hearing.

IMPORTANT: Nothing in this Settlement interferes with a Class Member's ability to pursue legal proceedings against a province, territory or religious order for alleged harms suffered at a day school run by any of those entities.

APPROVAL SOUGHT FOR LEGAL FEES

Canada has agreed to pay Class Counsel \$55,000,000 (CDN) plus applicable taxes for legal fees and disbursements. No portion of Class Counsel Fees will come from the compensation paid to Survivor Class Members or to the Legacy Fund. Class Counsel fees and disbursements are subject to Court approval at the Settlement Approval Hearing.

FOR MORE INFORMATION

NOTICE OF CERTIFICATION AND SETTLEMENT APPROVAL HEARING

770

(Short Form)

INDIAN DAY SCHOOL LITIGATION

If you attended an Indian Day School, this notice may effect your legal rights. Please read it carefully.

For more information about the settlement, please visit the Indian Day School Website at www.IndianDaySchools.com.

You may also contact Class Counsel at address below. There is no cost for speaking with Class Counsel.

Gowling WLG (Canada) LLP
160 Elgin Street
Suite 2600
Ottawa Ontario K1P 1C3

Law Firm Website:
www.gowlingwlg.com
Toll Free Number:
1 (844) 539-3815

Vanessa Lessard, law clerk
Venesse.Lessard@gowlingwlg.com

Indian Day School Website:
www.IndianDaySchools.com

**Please share this information with other
Day School Survivors**

TAB F

SCHEDULE

“F”

NOTICE PLAN
INDIAN DAY SCHOOL LITIGATION
(Long Form)

1. BACKGROUND/OVERVIEW

An Agreement-In-Principle was announced jointly by Garry McLean, lead representative plaintiff, and Minister of Crown-Indigenous Relations, The Honourable Carolyn Bennett on December 6, 2018.

The Agreement-In-Principle provides for individual compensation for harms suffered by former students while attending a Federal Indian Day School. Such harms include physical and sexual abuse as well as personal denigration linked to use of Indigenous language and culture.

In addition to the individual compensation, the Agreement-In-Principle includes \$200 million for the establishment of a Legacy Fund that will support projects for healing, wellness, education, language, culture and commemoration.

Class Members are defined as follows:

Survivor Class means all persons, wherever they may now reside or be domiciled, who attended an Indian Day School during the Class Period.

Family Class means all persons who are a spouse or former spouse, child, grandchild or sibling of a member of the Survivor Class and the spouse of a child, grandchild or sibling of a Survivor Class member.

Class Period means:

The period from and including January 1, 1920 and ending on the date of closure of any particular Indian Day School, or the date on which management and control of any particular Indian Day School was effectively transferred from Canada or if not transferred from Canada, the date on which the offer of such transfer was not accepted by the affected First Nation.

A list of the **Federal Indian Day Schools** covered by the *McLean Class Action Settlement* can be found at Schedule K to the Settlement Agreement. **Survivor Class** students who attended a Federal Indian Day School during the time that a particular school was under the funding, management and control of Canada will be invited to make application for compensation under the Claims Process. **Family Class** members will receive no personal compensation under the Settlement however Canada will pay \$200 million to support Legacy Projects, including commemoration ceremonies at the community level, wellness and healing programs for Survivor and Family Class members, and projects for the restoration of Indigenous languages and culture.

Class Counsel means Gowling WLG (Canada) LLP.

Gowling WLG was appointed as Class Counsel by Justice Phelan of the Federal Court on June 21, 2018. Class Counsel may be contacted at:

Gowling WLG (Canada) LLP
 160 Elgin Street
 Suite 2600
 Ottawa Ontario K1P 1C3

Vanessa Lessard, law clerk

Vanesse.Lessard@gowlingwlg.com

About Class Counsel

Lead Class Counsel are Robert Winogron, Jeremy Bouchard and Mary M. Thomson of the law firm, Gowling WLG (Canada) LLP. Mr. Winogron and Mr. Bouchard have over 30 years of combined legal experience in the area of Aboriginal Law and Litigation. Ms. Thomson is a class action specialist and has 35 years of litigation experience. Gowling WLG is a national law firm which is consistently recognized for its representative work on behalf of First Nations and Aboriginal organizations across Canada.

2. Plan Summary

Objective. To notify the greatest practicable number of former Indian Day School students and Federal Day Schools students in the North¹, as well as their family members, and to provide them with opportunities to see, read, or hear notice, understand their rights, and respond if they choose.

Situation Analysis. The following factors guide dissemination methods needed to achieve an effective notice effort:

- The Class is defined as all persons who attended a Federal Indian Day School during the Class period.
- There were an estimated 140,000 Federal Indian Day School Students alive at the commencement of the Federal Court *McLean* Claim in 2016. It is estimated that the Class is decreasing by approximately 2,000 members per year as a result of age and illness.
- Former students are located throughout Canada on reserve, within Indigenous communities/settlements including northern communities, as well as within the general population. Those residing outside of an Indigenous community are located in both rural and urban areas.
- The education level of the Class varies widely. While a significant number of Class Members did not complete high school, others have received a university education.
- A small percentage of the Class is in correctional institutions or resides outside of Canada.
- A partial list of the Class is available (reaching approximately 10% to 15% of former students).

¹ Current listing of Federal Day Schools indicates that historically, there 11 Federal Day Schools in Northern Québec; 26 in the Northwest Territories; 25 in Nunavut; and 9 in Yukon.

- Notice materials must be provided in languages appropriate for communicating with those affected (i.e., English, French, and certain Indigenous languages).

Two Phases of Notice

- The proposed Notice Plan is divided into two phases as follows:
 - The **first phase**, which announces the proposed settlement, the dates and location for the settlement approval hearing, where and how to access information about the settlement and the settlement approval hearing, as well as providing information on how to object, if desired.
 - The **second phase**, which is more robust and typically longer. Notice in the second phase announces settlement approval. It outlines the settlement and its benefits. It advises class members of their legal rights as a result of the settlement approval, including the binding nature of the settlement approval on all class members who do not opt-out of the settlement; the procedures and deadlines whereby those who wish to opt-out of the settlement may do so; and information on how to access the claims procedure including registration and application forms.

3. TARGET POPULATION OVERVIEW

Target Audience

The term "Target Audience" refers to Survivor Class Members in the Federal Indian Day School Class Action and related family Class Members more generally. In the following section, national trends from the 2016 Census are extrapolated and applied to Class Members in an effort to create a profile of the Target Audience.

Estimated Class Size

The 2016 Census shows a total of 1,673,780 individuals reporting an Aboriginal Identity, inclusive of First Nation, Métis, or Inuit identities.² Of the total, 977,235 identify as being First Nation; 587,545, as Métis; and 65,025, as Inuit.³ Figure 1 shows a breakdown of the population reporting an Aboriginal Identity.

² Statistics Canada. 2017. *Canada [Country] and Canada [Country] (table). Census Profile, 2016 Census*. Statistics Canada Catalogue no. 98-316-X2016001. Ottawa. Released November 29, 2017. <https://www12.statcan.gc.ca/census-recensement/2016/dp-pd/prof/index.cfm?Lang=E> (accessed January 28, 2019); This figure includes individuals with one or more self-reported Aboriginal identities.

³ Statistics Canada. 2017. *Canada [Country] and Canada [Country] (table). Census Profile, 2016 Census*. Statistics Canada Catalogue no. 98-316-X2016001. Ottawa. Released November 29, 2017. <https://www12.statcan.gc.ca/census-recensement/2016/dp-pd/prof/index.cfm?Lang=E> (accessed January 28, 2019); these figures include individuals who identified with a single Aboriginal identity.

Figure 1: Aboriginal Population In Canada⁴

Identity	Total	Male	Female
Aboriginal Identity	1,673,785	813,520	860,265
First Nations	977,235	471,510	505,725
Métis	587,545	289,435	298,115
Inuk (Inuit)	65,030	32,030	32,995

Source: 2016 Census of Population, Statistics Canada Catalogue no. 98-316-X2016001

The report authored by Peter Gorham entitled, *Estimating the Class Size of Scholars Attending a Federal Day School in Canada*, provides that the Class Size is likely to lie between 120,000 to 140,000 persons, with a single number "best estimate" of 127,000 being alive in October 2017.⁵ While the Report does not distinguish between the Aboriginal identities of the former students, the majority of Class Members are thought to be First Nation and Inuit. Since the majority of Federal Indian Day Schools that are the subject of this litigation were located on reserve or Inuit lands, the former student population will largely be First Nation and Inuit. Notice materials will be widely disseminated to reach Survivor Class Members regardless of whether they identify as being First Nation, Inuit or Métis.

Location of Residence: On Reserve vs Off Reserve

National trends show that a majority of the population reporting an Aboriginal identity reside off reserve while a majority of Inuit persons reside on Inuit lands. More specifically, the 2016 census data reports that 339,595 First Nations people were living on reserve lands and 49,020 persons were living on Inuit lands.⁶ This compares to 1,334,190 people living outside reserve lands⁷ and 31,860 living outside Inuit lands.⁸ A large portion of the former is likely comprised of Métis people who do not reside on reserve

⁴ Canada [Country] and Canada [Country] (table). *Census Profile*. 2016 Census. Statistics Canada Catalogue no. 98-316-X2016001. Ottawa. Released November 29, 2017. <https://www12.statcan.gc.ca/census-recensement/2016/dp-pd/prof/index.cfm?Lang=E> (accessed January 4, 2019)

⁵ JDM Actuarial Expert Services, *Estimating the Class Size of Scholars Attending a Federal Day School in Canada*, Prepared by Peter Gorham, 15 May 2018 at 18.

⁶ Aboriginal Identity (9), Residence by Aboriginal Geography (10), Registered or Treaty Indian Status (3), Age (20) and Sex (3) for the Population in Private Households of Canada, Provinces and Territories, 2016 Census - 25% Sample Data, Statistics Canada, 2016 Census of Population, Statistics Canada Catalogue no. 98-400-X2016154., October 25, 2017.

⁷ Ibid. Aboriginal Identity (9), Residence by Aboriginal Geography (10), Registered or Treaty Indian Status (3), Age (20) and Sex (3) for the Population in Private Households of Canada, Provinces and Territories, 2016 Census - 25% Sample Data, Statistics Canada, 2016 Census of Population, Statistics Canada Catalogue no. 98-400-X2016154., October 25, 2017.

⁸ Aboriginal Ancestry Responses (73), Single and Multiple Aboriginal Ancestry Responses (4), Residence on or off Reserve (3), Residence Inside or Outside Inuit Nunangat (7), Age (8A) and Sex (3) for the Population in Private Households of Canada, Provinces and Territories, 2016 Census - 25% Sample Data, Statistics Canada, 2016 Census of Population, Statistics Canada Catalogue no. 98-400-X2016167. October 25, 2017.

lands. Approximately two-thirds of First Nation people reside outside of reserve land, while approximately two-thirds of Inuit people reside on Inuit lands.

Figure 2: Residence of Indigenous Population⁹

Location	Total	First Nation	Métis	Inuk (Inuit)
Total - Residence on or off reserve	1,673,785	977,235	587,545	65,025
On reserve	339,595	334,385	3,780	200
Off reserve	1,334,190	642,845	583,780	64,825
Inuit Nunangat	49,020	1,215	360	47,335
Nunatsiavut	2,350	25	35	2,285
Nunavik	11,985	135	30	11,800
Nunavut	30,550	195	165	30,135
Inuvialuit region	4,130	860	130	3,110

⁹ Aboriginal Identity (9), Residence by Aboriginal Geography (10), Registered or Treaty Indian Status (3), Age (20) and Sex (3) for the Population in Private Households of Canada, Provinces and Territories, 2016 Census - 25% Sample Data (table), Statistics Canada, 2016 Census of Population, Statistics Canada Catalogue no. 98-400-X2016154. Ottawa. Released October 25, 2017. <https://www12.statcan.gc.ca/census-recensement/2016/dp-pd/dt-tid/Rp-eng.cfm?LANG=E&APATH=3&DETAIL=0&DIM=0&FL=A&FREE=0&GC=0&GID=0&GK=0&GRP=1&PID=110443&PRID=10&PTYPE=109445&S=0&SHOWALL=0&SUB=0&Temporal=2017&THEME=122&VID=0&VNAMEE=&VNAMEF=> (accessed January 7, 2019).

Source: 2016 Census of Population Statistics, Canada Catalogue no. 98-400-X2016154

Anticipated Age of Class Members

The majority of Class Members will be over the age of 25. While there is no data that shows the age distribution for the Class itself, the majority of Federal Indian Day Schools are thought to have been closed or their management transferred by 1994.¹⁰ Assuming a Class Member attended such a school at age 3, the last student would be around the age 28 as of the date of this Notice Plan.

The 2016 Census shows a national trend of a younger population. Of a total population of 1,673,780 people, the Aboriginal population over the age of 25 stands at 941,530.¹¹ A national breakdown of the age distribution is shown in Figure 3. It is anticipated that the same will generally hold true for the Target Audience.

Figure 3: Age of Indigenous Population¹²

Age	Total Aboriginal Population	First Nation	Métis	Inuk (Inuit)
Total	1,673,780	977,230	587,545	65,025
0 to 24 years	732,255	456,530	226,090	33,480
25 to 34 years	235,900	136,920	83,585	9,915
35 to 44 years	202,860	116,626	74,185	7,475
45 to 54 years	212,190	117,945	82,065	6,805
55 to 64 years	188,910	87,135	71,505	4,285
65 years and over	121,865	62,075	51,115	3,065
85 to 74 years	86,410	43,610	36,820	2,190
75 years and over	35,255	18,460	14,290	875

Source: 2016 Census of Population, Statistics Canada Catalogue no. 98-400-X2016156.

Geography Impacting Class Members

¹⁰ Based on estimates provided by a report authored by Peter Gorham entitled, "Estimating the Class Size of Scholars Attending a Federal Day School in Canada", May 2018.

¹¹ Statistics Canada, Aboriginal Identity (9), Age (20), Registered or Treaty Indian Status (3) and Sex (3) for the Population in Private Households of Canada, Provinces and Territories, Census Divisions and Census Subdivisions, 2016 Census - 25% Sample Data. 2016 Census of Population, Statistics Canada Catalogue no. 98-400-X2016155. Ottawa. Released October 25, 2017.

¹² Statistics Canada, Aboriginal Identity (9), Age (20), Registered or Treaty Indian Status (3) and Sex (3) for the Population in Private Households of Canada, Provinces and Territories, Census Divisions and Census Subdivisions, 2016 Census - 25% Sample Data. 2016 Census of Population, Statistics Canada Catalogue no. 98-400-X2016155. Ottawa. Released October 25, 2017.

The population reporting an Aboriginal Identity is prevalent both in urban centres and remote regions across Canada including the North. Ontario continues to have the largest Indigenous population in Canada at 374,395, with British Columbia reporting 270,585 persons and Alberta, 258,640.¹³ Despite Ontario's large Aboriginal population, most of the country's Aboriginal population is concentrated in the prairie provinces and the West Coast.

Figure 4: Indigenous Population in Canada, by Province¹⁴

Location	Total Aboriginal Population	First Nations	Métis	Inuk (Inuit)
Canada	1,873,780	977,235	587,545	65,025
Ontario	374,395	236,680	120,585	3,860
Quebec	182,890	92,655	69,360	13,945
British Columbia	270,585	172,520	89,405	1,615
Alberta	258,640	138,585	114,375	2,500
Manitoba	223,310	130,505	89,360	610
Saskatchewan	175,015	114,570	57,880	360
Nova Scotia	51,495	25,830	23,310	795
New Brunswick	29,380	17,575	10,200	385
Newfoundland and Labrador	45,725	28,375	7,790	6,450
Prince Edward Island	2,740	1,875	710	75
Northwest Territories	20,860	13,185	3,390	4,080
Nunavut	30,550	190	165	30,140
Yukon	8,195	6,690	1,015	225

Source: 2016 Census of Population, Statistics Canada Catalogue no. 98-316-X2016001

Urban centres form large concentrations of the population reporting Aboriginal Identity. Metropolitan areas, such as Toronto, Winnipeg, Edmonton, and Vancouver, containing large segments of the population.

¹³ Canada [Country] and Canade [Country] (table). *Census Profile*. 2016 Census. Statistics Canada Catalogue no. 98-316-X2016001. Ottawa. Released November 29, 2017; <https://www12.statcan.gc.ca/census-recensement/2016/dp-pd/prof/index.cfm?Lang=E> (accessed January 4, 2019)

¹⁴ Canada [Country] and Canada [Country] (table). *Census Profile*. 2016 Census. Statistics Canada Catalogue no. 98-316-X2016001. Ottawa. Released November 29, 2017. <https://www12.statcan.gc.ca/census-recensement/2016/dp-pd/prof/index.cfm?Lang=E> (accessed January 4, 2019)

Figure 5: Indigenous Residents of Metropolitan Areas¹⁵

Metropolitan Area	Indigenous Population
Winnipeg (MB)	92,810
Edmonton (AB)	76,205
Vancouver (BC)	61,455
Toronto (ON)	46,315
Calgary (AB)	41,646
Ottawa-Gatineau (ON-QC)	38,115
Montreal (QC)	34,745
Saskatoon (SK)	31,350
Regina (SK)	21,650
Victoria (BC)	17,245
Prince Albert (SK)	16,830
Halifax (NS)	15,815
Sudbury (ON)	15,695
Thunder Bay (ON)	15,075
Hamilton (ON)	14,445
Prince George (BC)	12,395
London (ON)	12,070
St. Catharines - Niagara (ON)	11,640
Quebec City (QC)	11,515
Kelowna (BC)	11,370
Kamloops (BC)	10,700

Source: 2016 Census of Population, Statistics Canada Catalogue no. 98-402-X2016009.

Education Profile

Younger generations of Aboriginal people and those residing off reserve are more likely to hold a high school education. A total of 322,755 hold a high school education, 226,120 hold a college diploma or equivalent, and 105,445 hold a bachelor degree or equivalent.¹⁶ Aboriginal people aged 75 and above are less likely to have a Secondary School education compared to the rest of the population, while larger proportions of those between 24 and 54 are getting a university degree or higher.

Figure 6: Education Levels of Indigenous People¹⁷

¹⁵ Statistics Canada, Aboriginal identity population by both sexes, total - age, 2016 counts, Canada and census metropolitan areas and census agglomerations, 2016 Census - 25% Sample data (table). 2016 Census of Population, Statistics Canada Catalogue no. 98-402-X2016009. Ottawa. Released October 25, 2017. <https://www12.statcan.gc.ca/census-recensement/2016/dp-pd/hlt-fst/abo-aut/Table.cfm?Lang=Eng&T=102&S=88&O=A> (accessed January 8, 2019).

¹⁶ Aboriginal Identity (9), Highest Certificate, Diploma or Degree (7), School Attendance (3), Registered or Treaty Indian Status (3), Residence by Aboriginal Geography (10), Age (13A) and Sex (3) for the Population Aged 15 Years and Over in Private Households of Canada, Provinces and Territories, 2016 Census - 25% Sample Data, Statistics Canada, 2016 Census of Population, Statistics Canada Catalogue no. 98-400-X2016264.

¹⁷ Aboriginal Identity (9), Highest Certificate, Diploma or Degree (7), School Attendance (3), Registered or Treaty Indian Status (3), Residence by Aboriginal Geography (10), Age (13A) and Sex (3) for the Population Aged 15

Age Group	No certificate, diplomas or degree		Secondary (high) school diploma or equivalency certificate		Apprenticeship or trades certificate or diploma		College, CEGEP or other non-university certificate or diploma		University certification or diploma below bachelor level		University certificate, diploma or degree at bachelor level or above	
	On Reserve	Off Reserve	On Reserve	Off Reserve	On Reserve	Off Reserve	On Reserve	Off Reserve	On Reserve	Off Reserve	On Reserve	Off Reserve
16 to 24	40,066	106,405	13,560	81,850	2,115	8,375	2,140	18,075	305	1,890	225	8,780
24-34	20,590	39,480	11,880	57,160	4,510	21,770	5,870	42,575	845	3,845	1,185	28,305
35-44	15,375	29,945	8,045	40,110	4,810	20,230	8,735	43,370	1,330	4,130	2,110	22,845
45-54	15,165	37,805	6,850	42,320	4,975	23,820	7,130	45,700	1,560	4,775	2,575	18,020
55-64	12,815	38,185	4,125	34,400	3,450	20,145	5,310	30,505	1,255	4,065	2,345	12,530
65 to 74	7,820	25,855	1,680	14,870	1,645	10,325	2,185	12,335	545	2,035	1,050	8,165
75 years and over	5,100	16,085	480	4,610	470	3,235	455	2,860	115	440	205	1,375
Total	118,430	293,760	46,470	275,120	21,875	108,700	28,806	165,340	5,955	21,170	9,875	85,000

Prevalent Languages Used

The majority of Aboriginal people identified English or French as their mother tongue, at 1,480,020, while approximately 208,735 identified an Indigenous language as their mother tongue.¹⁸ Cree has the largest number of speakers, at 94,410, with Inuktitut and Ojibway following at 35,865 and 35,375 respectively. A breakdown of the languages are listed in Figure 7.¹⁹

Approximately 78% of the population identified English as a mother tongue, and 12% identified an Indigenous language as a mother tongue. Those who identified an Indigenous language as a mother tongue were more likely to reside on reserve, at 58%.²⁰

Figure 7: Indigenous Languages Spoken In Canada²¹

Language	Total – Single and multiple mother tongue responses	Single mother tongue	Multiple mother tongue
Total - Mother tongue	1,673,780	1,645,350	28,430

Years and Over In Private Households of Canada, Provinces and Territories, 2016 Census - 25% Sample Data, Statistics Canada, 2016 Census of Population, Statistics Canada Catalogue no. 98-400-X2016264.

¹⁸ Knowledge of Aboriginal Languages (90), Knowledge of Languages: Single and Multiple Language Responses (3), Aboriginal Identity (9), Aboriginal Mother Tongue (11), Registered or Treaty Indian Status (3), Residence by Aboriginal geography (10) and Age (12) for the Population in Private Households of Canada, Provinces and Territories, 2016 Census - 25% Sample Data, Statistics Canada, 2016 Census of Population, Statistics Canada Catalogue no. 98-400-X2016157.

¹⁹ *Ibid.*

²⁰ *Ibid.*

²¹ Statistics Canada, Aboriginal Mother Tongue (90), Single and Multiple Mother Tongue Responses (3), Aboriginal Identity (9), Registered or Treaty Indian Status (3), Residence by Aboriginal Geography (10) and Age

Language	Total – Single and multiple mother tongue responses	Single mother tongue	Multiple mother tongue
Official languages	1,480,020	1,451,590	28,435
English	1,303,260	1,276,185	27,080
French	187,055	175,405	11,655
Aboriginal languages ²²	208,735	192,005	16,730
Blackfoot	3,255	2,705	550
Cree	94,410	86,935	7,470
Mik'maw	7,025	6,575	445
Ojibway-Potawatomi languages	35,375	31,655	3,715
Dene	11,410	10,790	625
Slavey-Hare languages	2,095	1,940	155
Inuktitut	35,865	34,945	925
Salish languages	2,680	2,155	525
Dakota/Siouan	4,455	4,165	290

Source: 2016 Census of Population, Statistics Canada Catalogue no. 98-400-X2016362

Employment and Income

The unemployment rate for people reporting an Aboriginal Identity in 2016 stood at 15.2 per cent; double that of the national average of 7.7 per cent.²³ A total of 637,905 people reported as being employed and 114,490 reported as being unemployed.²⁴ Those not in the labour force totaled 472,525.²⁵ The unemployment rate was highest for the Inuit at 22.4 per cent, followed by First Nations at 18 per cent and Métis at 11 per cent.²⁶

(12) for the Population in Private Households of Canada, Provinces and Territories, 2016 Census - 25% Sample Data (table). 2016 Census of Population, Statistics Canada Catalogue no. 98-400-X2016362. Ottawa. Released March 28, 2018. <https://www12.statcan.gc.ca/census-recensement/2016/dp-pd/dt-td/Rp-eng.cfm?LANG=E&APATH=3&DETAIL=0&DIM=0&FL=A&FREE=0&GC=0&GID=0&GK=0&GRP=1&PID=112131&PRID=10&PTYPE=109445&S=0&SHOWALL=0&SUB=0&Temporal=2017&THEME=122&VID=0&VNAMEE=&VNAMEF=> (accessed January 4, 2019).

²² Only languages with 2,000 or more speakers are listed

²³ Aboriginal Identity (9), Labour Force Status (8), Income Statistics (17), Registered or Treaty Indian Status (3), Age (9), Sex (3) for the Population Aged 15 Years and Over in Private Households of Canada, Provinces and Territories, Census Metropolitan Areas and Census Agglomerations, 2016 Census - 25% Sample Data, Statistics Canada, 2016 Census of Population, Statistics Canada Catalogue no. 98-400-X2016176. March 28, 2018.

²⁴ *Ibid.*

²⁵ *Ibid.*

²⁶ *Ibid.*

Average employment income for people reporting an Aboriginal identity totaled \$36,627, lower than the national average of \$46,057.²⁷ Average employment income was highest for Métis at \$41,223, followed by Inuit at \$36,495 and First Nations at \$33,079.²⁸ Consequently, the prevalence of low income for Aboriginal people stood at 23.7 per cent, versus the national average of 14.2 per cent, and 13.8 per cent for individuals reporting no Aboriginal identity.²⁹

4. HEARING NOTICE

Once a class action settlement has been reached between the primary parties, the goal of the representative plaintiffs, of class counsel and the claims administrator is, as expeditiously and fairly as possible, to secure court approval of the settlement and related schedules and to facilitate implementation of its provisions. Class Counsel are required by law to mail, email or otherwise provide class members with notice of the settlement and access to any remedy that they may access under the settlement. Notice to the class is usually divided into two phases.

Phase One

In the first phase of notice under a class proceeding, class members are advised that a settlement in principle has been reached between or among the parties. The terms of the settlement are described in a general way. Information is given allowing class members to access the Settlement Agreement, which remains subject to court approval. Class members are advised of the date that the court has set for the settlement approval hearing and are provided with specific information about the hearing in order to allow them to attend in person or to file objections to the settlement in advance. Class members who wish to object to the settlement must send their written objections to the court. The court can only approve or deny the settlement and cannot change the terms of the settlement.

Principally, the goal of Phase One Notice is to allow class members to understand the provisions of the settlement as they apply to the individual class member and to be informed of the arrangement for the Settlement Approval hearing including a class member's right to file objections to the proposed settlement. Notice at this phase will detail the range of payments that will be made to class members out of settlement funds if the settlement is approved by the court. Additionally, the Notice will detail class counsel fees and expenses, and administration fees to allow class member claims to be processed. The Notice will specify that such payments are subject to court approval. Details will be provided with respect to the settlement approval hearing including date, place, the right for class members to attend and their right to make objection to the proposed settlement.

Phase Two

²⁷ Aboriginal Identity (9), Employment Income Statistics (7), Highest Certificate, Diploma or Degree (11), Major Field of Study - Classification of Instructional Programs (CIP) 2016 (14), Work Activity During the Reference Year (3), Age (10) and Sex (3) for the Population Aged 15 Years and Over in Private Households of Canada, Provinces and Territories, 2016 Census - 25% Sample Data, Statistics Canada, 2016 Census of Population, Statistics Canada Catalogue no. 98-400-X2016268, November 29, 2017.

²⁸ *Ibid.*

²⁹ Aboriginal Identity (9), Individual Low-income Status (6), Low-income Indicators (4), Registered or Treaty Indian Status (3), Age (6) and Sex (3) for the Population in Private Households of Canada, Provinces and Territories, Census Metropolitan Areas and Census Agglomerations, 2016 Census - 25% Sample Data, Statistics Canada, 2016 Census of Population, Statistics Canada Catalogue no. 98-400-X2016173, October 25, 2017.

After the settlement agreement and schedules have been approved by the court, class members may opt out of the settlement by filing an opt out form with the claims administrator and/or the person or entity designated to receive opt out forms. The right to opt out of a class settlement is an important procedural protection afforded to unnamed class action plaintiffs. By taking appropriate steps to opt out and remove themselves from the action, unnamed class action plaintiffs preserve their legal rights that would otherwise be determined or compromised in the class proceeding. The Supreme Court of Canada has written, "A judgment is binding on a class member only if the class member is notified of the suit and given an opportunity to exclude himself or herself from the proceeding."³⁰

Given the importance of unrepresented class members understanding and preserving their legal rights through either the claims process or the opt-out process, notice to all class members must be robust. It should include information communicated by email, telephone, facsimiles, community messaging; by television and radio; by digital/internet advertising and social media; and by letter mailing if practical. The goal is to reach as many anticipated class members as is practicable.

Effective notice must reach class members in a clear, easily understandable manner, taking into account any special concerns about the education level or language needs of the class members. The notice must include: (1) contact information for class counsel to answer questions; (2) the address for a website, maintained by the claims administrator or class counsel, that has links to the notice, motions for settlement approval and for class counsel fees as well as other important documents in the case. The notice should state the date of the final approval hearing. The notice distribution plan should be an effective one.

5. NOTICE PLAN DELIVERY

Class Counsel Availability to Class Members

Since being retained on this matter in May 2016, Class Counsel has kept a database of class members. It is now comprised of approximately 30,000 unique claimants and is being constantly updated. Class Counsel receive between 40 and 200 calls per day depending on the level of publicity and related activity. The 1-800 call centre averages 75 calls a day.

When contacted by class members, call centre personnel collect and/or update class member information to the extent available in the following categories:

- full name
- date of birth
- name and location of Indian Day School attended. (The school name is cross-match to the current available list of schools with the advice that the list of schools is not yet final. Individuals are also advised that the action is for Indian Day Schools managed or controlled by Canada alone. A separate law suit would be required to capture abuses that occurred at provincial day schools). Information regarding the AIP signed on announced on December 6, 2018

³⁰ *Western Canadian Shopping Centres Inc. v. Dutton*, [2001] 2 SCR 534, 2001 SCC 46

- information about how to submit a completed registration form by i) mail; ii) email; or iii) applying through the website
- information about how to facilitate a community presentation by Class Counsel (only on invitation by Chief and Council)
- referral to *Collectiva Class Action Services Inc.* for any inquiries that relate to the 60s Scoop Class Settlement

Callers are directed to the Day School Class Action website, which contains details about the McLean Class Action and access to information to be submitted by way of registration form. <https://ca.gowlingwlg.com/dayschoolclassaction/> and www.IndianDaySchools.com. All information submitted by way of a registration form is then uploaded to the primary database.

Communicating with Class Members

Approximately 33% of registered class members have provided an email address as a means of contacting them. The majority of registered class members have provided a unique telephone number being either their number or that of a family member or community centre. Some have fax numbers and have asked that these be used to contact them.

Class Counsel have also maintained close relationships with the Assembly of First Nations, Regional Chiefs, Tribal Councils, Indigenous Bands across Canada and Community and Friendship Centres throughout. On December 6, 2018, the Special Chiefs Assembly passed by consensus Resolution No. 82/2018 (moved by Chief Brendan Mitchell, Qalipu Mi'kmaq First Nation in Newfoundland & Labrador, seconded by Chief Marcel Moody, Nisichawawsihk Cree Nation in Manitoba), which supports the National Indian Day Schools Class Action, *McLean v Canada*.

Class counsel have communicated with leaders within the Inuit communities including the Nunavut Tunngavik Inc., Makivik Corporation and the Inuvialuit Regional Corporation. In the North, Federal Days Schools presented fundamentally similar concerns as Federal Indian Days Schools. Membership in the Survivor Class and related Family Class is fully encompassing of all students who attended Federal Day Schools, as they were known in the North.

Class Counsel have travelled across the country visiting some 35 communities to date, always at the invitation of the Chief and Council, leaders in the community. Four presentations have been made to organizations representing 50 additional communities. Three presentations have been made to the Assembly of First Nations. A further four visits to local communities are planned and two more are awaiting scheduling. Outreach has been made to leaders of northern communities and attendances at presentations in the North are anticipated. Class Counsel make presentations on the litigation including the background to the case and the scope of class membership. In due course, once the Settlement Approval Hearing Date is set by the Federal Court, detailed information about the Indian Day Schools Settlement will also be provided. Class Counsel have reached out to other aboriginal organizations including the Inuit, Inuvialuit leaders. Further meetings and presentations are planned and invitations to provide information sessions across communities are always welcomed.

Argyle Public Relationships www.argylepr.com

To deliver both Phase One and Phase Two Notices, Class Council have partnered with Argyle Public Relationships ("Argyle PR"). Argyle PR is a Toronto-based communications firm that, for over the past four decades, has offered expertise in communication strategy, digital and social media, video production services and public engagement, among other services. In June 2018, Argyle PR was named Mid-Sized Agency of the Year by the International Association of Business Communicators for a second year in a row. Argyle PR provided communications and media support to the Brown and Riddell class actions, otherwise known as "Sixties Scoop". Class Counsel in this action have also engaged Argyle PR to implement the public and media aspects of the Notice Plan in the *McLean v Canada* action. Class Counsel and Argyle PR will work together to create a coherent settlement narrative and key messages, as well as a robust Q&A on issues raised.

The Notice Plan, if approved, contemplates dividing the elements of notice to the class as follows for **Phase One and Two**:

CLASS COUNSEL will be responsible for direct communication with Indigenous communities by uploading and updating court approved information throughout the Notice period as follows:

- to all Indian Day School registrants by way of telephone numbers, email addresses, mailing addresses based on ongoing and updated contact information
- to Band Offices, Community Centres, Friendship Centres and Indigenous local government offices in the approximately 700 Indigenous communities where a 1st Indian Day School was located by email and facsimile (B&W to allow it to be printed and posted)
- to all Assembly of First Nations including the National Chief and all Regional Chiefs by email and facsimile (B&W to allow it to be printed and posted)
- to Tribal Councils and National Association of Friendship Centres, including 112 Regional Centres, by email and facsimile (B&W to allow it to be printed and posted)
- to Inuit and Inuvialuit organizations (ITK, NTI, Makivik Corporation) and their Friendship Centres including, but not limited to, Tungasuvvingat Inuit
- to Regional and National Indigenous Governments by email and facsimile
- continued visits to local communities as Class Counsel may be invited to do

ARGYLE PR will develop and be responsible for uploading and updating media services (traditional and digital) throughout the Notice Period developed in multiple languages*, as follows:

- Canadian Newswire (CNW) Release(s) announcing Notice of the Settlement Approval Hearing and subsequent to Notice of Settlement Approval, if granted, through wire services and multi-media sites
- PSAs for Aboriginal Radio PSAs (APTN online, CBC Radio/CBC Indigenous/CBC North)
- videos to be carried on Aboriginal and mainstream television
- oversight of the Indian Day Schools Facebook Page (to be updated bi-weekly or as required) throughout Phases One and Two of the Notice Period with key messages as directed by Class Counsel, based on culturally sensitive message
- oversight of Indian Day Schools website (to be updated bi-weekly or as required) throughout Phases One and Two of the Notice Period with key messages as directed by Class Counsel, based on culturally sensitive message
- create and maintain an Indian Day Schools Twitter account (to be updated bi-weekly or as required)
- development and delivery of PSAs on Indigenous Radio
- development and delivery of PSAs on Indigenous Television (for Phase Two only)

- development and delivery of Interviews, articles in Indigenous publications (e.g., Assembly of First Nations publications, NationTalk <http://nationtalk.ca/>; First Nations Drum <http://www.firstnationsdrum.com/>; Turtle Island News <http://theturtleislandnews.com/>; Nunatsiaq News <https://nunatsiaq.com/>)
- development and delivery of interviews, articles in mainstream publications (e.g., Canadian Press, The StarPhoenix, Winnipeg Free Press)
- interviews with leading spokespeople for radio, television, publications as interest warrants
- development of a social media content calendar prior to each of Phase One and Phase Two Notice and subsequent management of social media content and social media advertising

Argyle PR will develop key messaging in the following languages based on primary languages used across major Indigenous populations: English, French, Cree, Inuktitut, Ojibway, Dene and Mi'kmaw.

Argyle PR will provide "on call" media assistance to Class Counsel during Phase One and as needed in Phase Two should major issues arise.

6. SUMMARY

The *McLean et v Canada* Notice Plan recognizes the scope and breath of the Class Members, particularly in terms of age of the target, individual school experiences, geographic distribution, language representation and familiarity with traditional and social media means of communication.

Phase One Notice is intended to commence sixty days prior to the Settlement Approval Hearing date as set by the Court. It provides a high level review of the Settlement Agreement and the terms upon which Court approval is being sought as well as providing critical information on the Settlement Approval Hearing itself in terms of logistics and a Class Members right to file objection to the Settlement proposed. The Notice will be robust and will be carried across multiple media platforms for two months.

Phase Two Notice will commence following Settlement Approval and will provide information on two critical elements – i) the Claims Process, which will allow Class Members to access compensation for Harms suffered; and, ii) the Opt-Out process, which provides important information on how a Class Member may exclude themselves from the Settlement and thereafter not be bound by its provisions.

The Phase Two Notice will also be robust in its delivery. Importantly, Class Counsel and Argyle PR will propose amendments to the latter Notice Plan based on experiences gained during the sixty days of execution of the Phase One Notice Plan. As noted above, the objective throughout is to notify the greatest practicable number of former Indian Day School students and their family members, and to provide them with opportunities to see, read, or hear Notice about the proposed Settlement of the *McLean Class* proceeding, to inform them of their rights, and to respond to the request for Settlement Approval, if they so choose, through participation, objection or opting out.

NOTICE PLAN
INDIAN DAY SCHOOL LITIGATION
(Short Form)

1. BACKGROUND/OVERVIEW

An **Agreement-in-Principle** was announced jointly by Garry McLean, lead representative plaintiff, and Minister of Crown-Indigenous Relations, The Honourable Carolyn Bennett on December 6, 2018.

The Agreement-in-Principle provides for individual compensation for harms suffered by former students while attending a Federal Indian Day School. Such harms include physical and sexual abuse as well as personal denigration linked to use of Indigenous language and culture.

In addition to the individual compensation, the Agreement-in-Principle includes \$200 million for the establishment of a Legacy Fund that will support projects for healing, wellness, education, language, culture and commemoration.

Under the Certification Order, members of the **Survivor Class** are all persons, wherever they may now reside or be domiciled, who attended an Indian Day School during the Class Period. The Class Size¹ is estimated to lie between 120,000 to 140,000 persons, with a single number "best estimate" of 127,000 being alive in October 2017. The majority of Class Members are thought to be First Nation and Inuit. Since the majority of Federal Indian Day Schools that are the subject of this litigation were located on reserve or Inuit lands, the former student population will largely be First Nation and Inuit.

The **Family Class** means all persons who are a spouse or former spouse, child, grandchild or sibling of a member of the Survivor Class and the spouse of a child, grandchild or sibling of a Survivor Class member.

Class Period covers the period from and including January 1, 1920 and ending on the date of closure of any particular Indian Day School, or the date on which management and control of any particular Indian Day School was effectively transferred from Canada or if not transferred from Canada, the date on which the offer of such transfer was not accepted by the affected First Nation.

A list of the Federal Indian Day Schools covered by the McLean Class Action Settlement will be made available publicly. **Survivor Class** students who attended a Federal Indian Day School during the time that a particular school was under the funding, management and control of Canada will be invited to make application for compensation under the Claims Process. Compensation to **Survivor Class** students is based on harms suffered. **Family Class** members will receive no personal compensation under the Settlement however Canada will pay \$200 million to support Legacy Projects, including commemoration ceremonies at the community level, wellness and healing programs for Survivor and Family Class members, and projects for the restoration of Indigenous languages and culture.

¹ JDM Actuarial Expert Services, *Estimating the Class Size of Scholars Attending a Federal Day School in Canada*, Prepared by Peter Gorham, 15 May 2018 at 18.

2. Plan Summary

The *McLean et v Canada Notice Plan* reflects the scope and breath of the Class Members, particularly in terms of age of the target, individual school experiences, geographic distribution, language representation and familiarity with traditional and social media means of communication.

The Notice Plan is divided into two phases, as follows:

The **first phase** announces the proposed settlement, the dates and location for the settlement approval hearing, where and how to access information about the settlement and the settlement approval hearing, as well as providing information to class members on how to object, if desired.

The **second phase**, which is more robust and typically longer, announces settlement approval. It outlines the settlement and its benefits. It advises class members of their legal rights as a result of the settlement approval; namely, the binding nature of settlement approval on all class members who do not opt-out of the settlement in the manner prescribed; the procedures and deadlines whereby those who wish to opt-out of the settlement may do so; and information on how to access the claims procedure including registration and application forms.

Objective. To notify the greatest practicable number of former Indian Day School students and Federal Day Schools students in the North², as well as their family members, and to provide them with opportunities to see, read, or hear notice, understand their rights, and respond if they choose.

Situation Analysis. The following factors guide dissemination methods needed to achieve an effective notice effort:

- The Class is defined as all persons who attended a Federal Indian Day School during the Class period.
- There were an estimated 140,000 Federal Indian Day School Students alive at the commencement of the Federal Court *McLean* Claim in 2016. It is estimated that the Class is decreasing by approximately 2,000 members per year as a result of age and illness.
- Former students are located throughout Canada on reserve, within Indigenous communities/settlements including northern communities, as well as within the general population. Those residing outside of an Indigenous community are located in both rural and urban areas.
- The education level of the Class varies widely. While a significant number of Class Members did not complete high school, others have received a university education.
- A small percentage of the Class is in correctional institutions or resides outside of Canada.
- A partial list of the Class is available (reaching approximately 10% to 15% of former students).
- Notice materials must be provided in languages appropriate for communicating with those affected (i.e., English, French, and certain Indigenous languages).

² Current listing of Federal Day Schools indicates that historically, there 11 Federal Day Schools in Northern Québec; 26 in the Northwest Territories; 25 in Nunavut; and 9 in Yukon.

3. Effective Notice

The goal of Notice is to reach as many class members as is practicable in a clear, easily understandable manner, taking into account any special concerns about the education level or language needs of the class members. The notice must include: (1) contact information for class counsel to answer questions; (2) the address for a website, maintained by the claims administrator or class counsel, that has links to the notice, motions for settlement approval and for class counsel fees as well as other important documents in the case. The notice must state the date of the final approval hearing.

Given the importance of unrepresented class members understanding and preserving their legal rights through the claims process or the opt-out process, notice to all class members must be robust. It should include information communicated by email, telephone, facsimiles, community messaging; by television and radio; by digital/internet advertising and social media; and by letter mailing if practical. The goal is to reach as many anticipated class members as is practicable.

Survivor Class Members in the Federal Indian Day School Class Action and related family Class Members reside in both in urban centres and remote regions across Canada. In the 2016 Census of Population, the majority of Aboriginal people identified English or French as their mother tongue, at 1,480,020, while approximately 208,735 identified an Indigenous language as their mother tongue.³ Among Indigenous languages used, Cree has the largest number of speakers, at 94,410, with Inuktitut and Ojibway following at 35,865 and 35,375 respectively.

4. NOTICE PLAN DELIVERY

Class Counsel Availability to Class Members

Since being retained on this matter in May 2016, Class Counsel has kept a database of class members. It is now comprised of approximately 30,000 unique claimants and is being constantly updated. Class Counsel receive between 40 and 200 calls per day depending on the level of publicity and related activity. The 1-800 call centre averages 75 calls a day.

Callers are directed to the Day School Class Action website, which contains details about the McLean Class Action and access to information to be submitted by way of registration form. <https://ca.gowlingwlg.com/day-school-class-action/> and www.IndianDaySchools.com. All information submitted by way of a registration form is then uploaded to the primary database.

Approximately 33% of registered class members have provided an email address as a means of contacting them. The majority of registered class members have provided a unique telephone number being either their number or that of a family member or community centre. Some have fax numbers and have asked that these be used to contact them.

³ Knowledge of Aboriginal Languages (90), Knowledge of Languages: Single and Multiple Language Responses (3), Aboriginal Identity (9), Aboriginal Mother Tongue (11), Registered or Treaty Indian Status (3), Residence by Aboriginal geography (10) and Age (12) for the Population in Private Households of Canada, Provinces and Territories, 2016 Census - 25% Sample Data, Statistics Canada, 2016 Census of Population, Statistics Canada Catalogue no. 98-400-X2016157.

Class Counsel Availability to Class Members

Class Counsel have also maintained close relationships with the Assembly of First Nations, Regional Chiefs, Tribal Councils, Indigenous Bands across Canada and Community and Friendship Centres throughout. On December 6, 2018, the Special Chiefs Assembly passed by consensus Resolution No. 82/2018 (moved by Chief Brandan Mitchell, Qallpu Mi'kmaq First Nation in Newfoundland & Labrador, seconded by Chief Marcel Moody, Nisichawasihk Cree Nation in Manitoba), which supports the National Indian Day Schools Class Action, *McLean v Canada*.

Class counsel have communicated with leaders within the Inuit communities including the Nunavut Tunngavik Inc., Makivik Corporation and the Inuvialuit Regional Corporation. In the North, Federal Day Schools present fundamentally similar concerns as Federal Indian Day Schools. Membership in the Survivor Class and related Family Class is fully encompassing of all students who attended Federal Day Schools, as they were known in the North.

Class Counsel have travelled across the country visiting some 35 communities to date, always at the invitation of the Chief and Council, leaders in the community. Four presentations have been made to organizations representing 50 additional communities. Three presentations have been made to the Assembly of First Nations. A further four visits to local communities are planned and two more are awaiting scheduling. Outreach has been made to leaders of northern communities and attendances at presentations in the North are anticipated. Class Counsel make presentations on the litigation including the background to the case and the scope of class membership. In due course, once the Settlement Approval Hearing Date is set by the Federal Court, detailed information about the Indian Day Schools Settlement will also be provided. Class Counsel have reached out to other aboriginal organizations including the Inuit, Inuvialuit leaders. Further meetings and presentations are planned and invitations to provide information sessions across communities are always welcomed.

Argyle Public Relationships www.argylepr.com

To deliver the Notice Plan in both phases, Class Counsel have partnered with Argyle Public Relationships ("Argyle PR"), a Toronto-based communications firm that provides expertise in communication strategy, digital and social media, video production services and public engagement, among other services. Class Counsel and Argyle PR are working together to create a coherent narrative and key messages regarding the Settlement Agreement and Claims Process, as well as a robust Q&A for issues raised.

The Notice Plan, if approved, contemplates dividing the elements of notice to the class as follows:

CLASS COUNSEL will be responsible for direct communication with Indigenous communities by uploading and updating court approved information throughout the Notice period as follows:

- o to all Indian Day School registrants by way of telephone numbers, email addresses, mailing addresses based on ongoing and updated contact information
- o to Band Offices, Community Centres, Friendship Centres and Indigenous local government offices in the approximately 700 Indigenous communities where a last Indian Day School was located by email and facsimile (B&W to allow it to be printed and posted)

- to all Assembly of First Nations including the National Chief and all Regional Chiefs by email and facsimile (B&W to allow it to be printed and posted)
- to Tribal Councils and National Association of Friendship Centres, including 112 Regional Centres, by email and facsimile (B&W to allow it to be printed and posted)
- to Inuit and Inuvialuit organizations (ITK, NTI, Makivik Corporation) and their Friendship Centres including, but not limited to, Tungasuvvingat Inuit
- to Regional and National Indigenous Governments by email and facsimile
- continued visits to local communities as Class Counsel may be invited to do

ARGYLE PR will develop and be responsible for uploading and updating media services (traditional and digital) throughout the Notice Period developed in multiple languages, as follows:

- Canadian Newswire (CNW) Release(s) announcing Notice of the Settlement Approval Hearing and subsequent to Notice of Settlement Approval, if granted, through wire services and multi-media sites
- PSAs for Aboriginal Radio PSAs (APTN online, CBC Radio/CBC Indigenous/CBC North)
- videos to be carried on Aboriginal and mainstream television
- oversight of the Indian Day Schools Facebook Page (to be updated bi-weekly or as required) throughout Phases One and Two of the Notice Period with key messages as directed by Class Counsel, based on culturally sensitive message
- oversight of Indian Day Schools website (to be updated bi-weekly or as required) throughout Phases One and Two of the Notice Period with key messages as directed by Class Counsel, based on culturally sensitive message.
- create and maintain an Indian Day Schools Twitter account (to be updated bi-weekly or as required)
- development and delivery of PSAs on Indigenous Radio
- development and delivery of PSAs on Indigenous Television (for Phase Two only)
- development and delivery of interviews, articles in Indigenous publications (e.g., Assembly of First Nations publications, NationTalk <http://nationtalk.ca/>; First Nations Drum <http://www.firstnationsdrum.com/>; Turtle Island News <http://theturtleislandnews.com/>; Nunatslaq News <https://nunatslaq.com/>)
- development and delivery of interviews, articles in mainstream publications (e.g., Canadian Press, The StarPhoenix, Winnipeg Free Press, other)
- interviews with leading spokespeople for radio, television, publications as interest warrants

- o development of a social media content calendar prior to each of Phase One and Phase Two Notice and subsequent management of social media content and social media advertising

Argyle PR will develop key messaging in the following languages based on primary languages used across major Indigenous populations: English, French, Cree, Inuktitut, Ojibway, Dene and Mi'kmaq.

For further information on the proposed Notice Plan, see the McLean et v Canada Notice Plan, Long Form.

TAB G

SCHEDULE

“G”

Court File No. T-2169-16

FEDERAL COURT

CERTIFIED CLASS PROCEEDING

DATED:

PRESENT:

BETWEEN:

**GARRY LESLIE MCLEAN, ROGER AUGUSTINE,
CLAUDETTE COMMANDA, ANGELA ELIZABETH SIMONE SAMPSON,
MARGARET ANNE SWAN AND MARIETTE BUCKSHOT**

Plaintiffs

- and -

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA
as represented by THE ATTORNEY GENERAL OF CANADA**

Defendant

SETTLEMENT APPROVAL ORDER

THIS MOTION, made by the Plaintiffs for certification of this action as a class proceeding and for judgement approving the settlement of the action, in accordance with the terms of the Agreement, was heard on May 13, 14 and 15, 2019 respectively, at the Federal Court, Trial Division, 363 Broadway, Winnipeg, MB R3C 3N9.

AND WHEREAS this Court certified this action as a class proceeding by Order dated June 21, 2018;

AND WHEREAS the Plaintiffs and the Defendant entered into an Agreement in Principle dated November 30, 2018 in respect of the Plaintiffs' claims against the Defendant;

AND WHEREAS this Court approved the form of notice and the plan for distribution of the notice of this hearing by Order dated [date] (the "**Notice Order**");

AND WHEREAS all applicable parties have adhered to and acted in accordance with the Notice Order and the procedures provided in the Notice Order have constituted good and sufficient notice of the hearing of this motion;

UPON HEARING the motion made by the Plaintiffs for an order: (a) approving the settlement agreement dated March 12, 2019 between the parties (the “**Settlement Agreement**” or “**Settlement**”); and (b) approving the notice of this settlement, the opt out and claims period and other ancillary orders to facilitate the Settlement;

AND UPON READING the joint Motion Record of the parties and the facts of the parties;

IT IS ADJUDGED THAT:

1. For the purposes of this Order, the following definitions shall apply:
 - a. “**Approval Date**” means the date that this Court approved the Settlement Agreement;
 - b. “**Approval Order**” means this order;
 - c. “**Canada**” means Her Majesty the Queen in Right of Canada, the Attorney General of Canada, and their legal representatives, employees, agents, servants, predecessors, successors, executors, administrators, heirs, and assigns;
 - d. “**Class Action**” means *McLean et al v Her Majesty the Queen* (Court File No. T-2169-16);
 - e. “**Class Period**” means the period from and including January 1, 1920 and ending on the date of closure of any particular Indian Day School, or the date on which the management and control of a particular Indian Day School was effectively transferred from Canada or, if not transferred from Canada, the date on which a written offer of transfer by Canada was not accepted by the affected First Nation or Indigenous government;
 - f. “**Implementation Date**” means the latest of:
 - i. thirty (30) days after the expiry of the Opt-Out Period; and
 - ii. the day following the last day on which a member of the Survivor Class or the Family Class may appeal or seek leave to appeal the Approval Order; and
 - iii. the date of the final determination of any appeal brought in relation to the Approval Order;

- g. **“Indian Day School”** means a day school which was operated and controlled by Canada after 1920 as specified in Schedule K and any amendments thereto which have been agreed by the parties in accordance with Schedule K;
 - h. **“Opt Out Period”** or **“Opt Out Deadline”** means the ninety (90) day period which commences on the date that the Federal Court approves this Settlement Agreement pursuant to Section 2;
 - i. **“Releasees”** means individually and collectively, Canada, and each of the past, present, and future Ministers of the federal government, its Departments and Agencies, employees, agents, officers, officials, subrogees, representatives, volunteers, administrators and assigns;
 - j. **“Settlement Agreement”** means the Settlement Agreement dated March 11, 2019, attached as Schedule “[schedule]” to this Order;
 - k. **“Settlement Fund”** means the settlement fund established pursuant to section 4.01 of the Settlement Agreement; and
 - l. **“Survivor Class”** or **“Survivor Class Members”** means all persons who, wherever they may now reside or be domiciled, attended an Indian Day School during the Class Period.
2. All applicable parties have adhered to and acted in accordance with the Notice Order and the procedures provided in the Notice Order have constituted good and sufficient notice of the hearing of this motion.

SETTLEMENT APPROVAL

- 3. The Settlement Agreement is fair, reasonable and in the best interests of the Plaintiffs and the Class Members.
- 4. The Settlement Agreement, which is expressly incorporated by reference into this Order, shall be and hereby is approved and shall be implemented in accordance with this Order and further orders of this Court.
- 5. The claims of the Class Members and the Class as a whole, shall be discontinued against the Defendant and are released against the Releasees in accordance with section 12.01 of the Settlement Agreement, in particular as follows:
 - a. Each Survivor Class Member or his/her Estate Executor who has not opted out on or before the expiry of the Opt Out Period (hereinafter “Survivor Class Releasees”) has fully, finally and forever released Canada, her servants, agents, officers and employees, from any and all actions, causes of action, common law, Quebec civil law and statutory liabilities, contracts, claims, and demands of every nature or kind

available, asserted or which could have been asserted whether known or unknown including for damages, contribution, indemnity, costs, expenses, and interest which any such Survivor Class Releasor ever had, now has, or may hereafter have, directly or indirectly, arising from or in any way relating to or by way of any subrogated or assigned right or otherwise in relation to the individual claims under the Federal Court Class Action, and this release includes any such claim made or that could have been made in any proceeding, whether asserted directly by the Survivor Class Releasor or by any other person, group, or legal entity on behalf of or as representative for the Survivor Class Releasor.

- b. For greater certainty, Survivor Class Releasors are deemed to agree that if they make any claim or demand or take any actions or proceedings against another person or persons in which any claim could arise against Canada for damages or contribution or indemnity and/or other relief over, whether by statute or the common law, Quebec civil law in relation to the individual claims under the Federal Court Class Action, including any claim against Provinces or Territories or other entities, the Survivor Class Releasor will expressly limit his or her claims so as to exclude any portion of Canada's responsibility.
- c. Upon a final determination of a Claim made under and in accordance with the Claims Process, Survivor Class Releasors are also deemed to agree to release the Parties, Class Counsel and counsel for Canada, the Claims Administrator, and the Third Party Assessor with respect to any claims that arise or could arise out of the application of the Claims Process, including but not limited to the sufficiency of the compensation received.
- d. Each Family Class Member who has not opted out of the on or before the expiry of the Opt Out Period ("Family Class Releasors") has fully, finally and forever released Canada, her servants, agents, officers and employees, from any and all actions, causes of action, common law, Quebec civil law and statutory liabilities, contracts, claims, and demands of every nature or kind available, asserted or which could have been asserted whether known or unknown including for damages, contribution, indemnity, costs, expenses, and interest which any such Family Class Releasor ever had, now has, or may hereafter have, directly or indirectly, arising from or in any way relating to or by way of any subrogated or assigned right or otherwise in relation to the individual claims under the Federal Court Class Action, and this release includes any such claim made or that could have been made in any proceeding, whether asserted directly by the Family Class Releasor or by any other person, group, or legal entity on behalf of or as representative for the Family Class Releasor.

- e. For greater certainty, Family Class Releasors are deemed to agree that if they make any claim or demand or take any actions or proceedings against another person or persons in which any claim could arise against Canada for damages or contribution or indemnity and/or other relief over, whether by statute or the common law, Quebec civil law in relation to the individual claims under the Federal Court Class Action, including any claim against Provinces or Territories or other entities, the Family Class Releasor will expressly limit his or her claims so as to exclude any portion of Canada's responsibility.
- f. For greater certainty, the Parties agree that this Agreement does not affect the rights of:
 - i. Class Members who opt out of the Federal Court Action;
or
 - ii. Individuals who are not Class Members.
- 6. This Order, including the releases referred to in paragraph 5 above, and the Settlement Agreement are binding upon all Class Members, including those persons who are under a disability.
- 7. The claims of the Class Members are dismissed against the Defendant, without costs and with prejudice and such dismissal shall be a defence to any subsequent action in respect of the subject matter hereof.
- 8. This Court, without in any way affecting the finality of this Order, reserves exclusive and continuing jurisdiction over this action, the Plaintiffs, all of the Class Members, and the Defendant for the limited purposes of implementing the Settlement Agreement and enforcing and administering the Settlement Agreement and this Order.
- 9. Save as set out above, leave is granted to discontinue this action against the Defendant without costs and with prejudice, and that such discontinuance shall be an absolute bar to any subsequent actions against the Defendant in respect of the subject matter hereof.

CLAIMS ADMINISTRATOR AND CLAIMS PROCESS

- 10. Deloitte Canada shall be and hereby is appointed as Claims Administrator pursuant to the Settlement Agreement, its supervision and review being the responsibility of the Exceptions Committee for all eventual work pertaining to the Administrator's responsibilities, to ensure accurate and effective, wide dissemination of meaningful and pertinent information to the attention of all those who have attended an Indian Day School as specified in the Settlement Agreement; and, in addition, to supervise

and monitor all future work that must be carried out by the Administrator as it pertains to individual payments to Class Members, heirs and others as respectfully specified in the Settlement Agreement who are referred to the Exceptions Committee.

11. The fees, disbursements and applicable taxes of the Claims Administrator shall be paid by the Defendant in accordance with the Settlement Agreement.
12. No person may bring any action or take any proceeding against the Administrator, the Garry McLean Day Schools Settlement Corporation, the Exceptions Committee or the members of such bodies, the Third Party Assessors, or any employees, agents, partners, associates, representatives, successors or assigns, for any matter in any way relating to the Settlement Agreement, the administration of the Settlement Agreement or the implementation of this judgment, except with leave of this Court on notice to all affected parties.

OPT OUT THRESHOLD

13. In the event that the number of persons who appear to be eligible for compensation under the Settlement Agreement who opt out of this class proceeding and the Ontario Action exceeds ten thousand (10,000), the Settlement Agreement will be void and this judgment will be set aside in its entirety, subject only to the right of Canada, at its sole discretion, to waive compliance with the Settlement Agreement.

LEGAL FEES

14. The fees payable to Gowling (Canada) WLG are hereby set at \$55,000,000 (CDN) in respect of legal fees plus applicable taxes, inclusive of disbursements, in accordance with the Settlement Agreement.
15. Within thirty (30) days after the Implementation Date, Canada will pay to Class Counsel the additional sum of seven million dollars (\$7,000,000.00) in trust for legal fees and disbursements to be rendered by Class Counsel to Survivor Class Members for services rendered for a period of four (4) years after the Implementation Date, in accordance with the Settlement Agreement.
16. Fees and disbursements of Class Counsel referred to in paragraph 15 shall be approved by the Court on a quarterly basis. Any amount remaining in trust, including interest, after all such legal services have been completed and fees and disbursements approved shall be transferred by Class Counsel to the McLean Day Schools Settlement Corporation, to be used for Legacy Projects or as may be ordered by the Court.

NOTICE OF SETTLEMENT APPROVAL

17. Notice in the manner attached hereto as **Schedule “[x]”** shall be given of this judgment, the approval of the Settlement Agreement, the opt out period and the claims period by the commencement of the Notice Plan attached as **Schedule “[x]”** of the Settlement Agreement, at the expense of Canada.
18. This Court may issue such further and ancillary orders, from time to time, as are necessary to implement and enforce the provisions of the Settlement Agreement and this Order.

REPORTING TO THE COURT

19. Class Counsel shall report back to the Court on the administration of the Settlement Agreement at reasonable intervals not less than semi-annually, as requested by the Court and upon the completion of the administration of the Settlement Agreement.

TAB H

SCHEDULE

“H”

SCHEDULE H**OPT OUT FORM****INDIAN DAY SCHOOL LITIGATION**

This is not a claim form. This is an Opt Out Form. If you submit this document, you will be excluded from the Day School settlement; however, you will retain your rights to independently sue Canada for harms you experienced while attending a Federal Indian Day School.

For more information on the proposed settlement, please visit <https://ca.gowlingwlg.com/dayschoolclassaction/>.

This form must be received by Class Counsel or postmarked no later than [date]

Opt Out forms may be submitted in one of two ways:

1. By email to www.dayschools@gowlingwlg.com. Please fill out the enclosed pages, scan the document in its entirety, and include the Form as an attachment.
2. By mail to:

Day School Opt Out
c/o
[Claims Administrator]

To be effective as an election to opt out, this Form must be completed, signed and sent, as outlined above, **no later than [date], 2019**. If this form is not postmarked or received by this date, you will be part of this class action and may be eligible for compensation under the Settlement Agreement.

The consequences of returning this Opt-Out Form are explained in the Notice of Settlement Approval. If you have questions about using or completing this Form, please contact Class Counsel at the information provided on Page 1.

THE INFORMATION CONTAINED IN THIS FORM WILL BE PROVIDED TO THE DEFENDANTS AND CLAIMS ADMINISTRATOR. ALL INFORMATION PROVIDED WILL REMAIN CONFIDENTIAL WITHIN THIS PROCEEDING.

Opt Out Form

I have read and understand the Notice materials and Settlement Agreement posted on the Day School website, at www.indiandayschools.com. I understand that by checking the box below, I am indicating my intention to OPT OUT of the class action related to Federal Indian Day Schools.

☐ I hereby opt out of the Day School class action

I understand that by opting out:

- I will not be a Class Member and will not be eligible to receive compensation under this Settlement;
- I will retain my rights to independently sue Canada for any harms I experienced while attending a Federal Indian Day School.

By signing this Form, I acknowledge that I have reviewed and understand the Notice materials published online and in other formats.

Date (mm/dd/yyyy)

Signature (Class Member or Legal Representative)

Date (mm/dd/yyyy)

Witness Signature

Witness Name (Print)

Class Member information:

Last Name

First Name

Middle Initial

Date of Birth (mm/dd/yy)

Street Address

City
()

Province/Territory

Postal Code

Phone Number

Email Address

Day School Information:

Please provide the following information about the Day School(s) you attended.

Name of Day School(s)

Reserve

Province/Territory

Year(s) of Attendance (yyyy or yyyy-yyyy)

Legal Representative (Estate Administrator or Guardian)

If you are completing this Form for yourself, please skip this section.

If you are completing this Form on behalf of a person under disability or an Estate, please fill out the following information about yourself.

Last Name

First Name

Middle Initial

Date of Birth (mm/dd/yyyy)

Street Address

City
()

Province/Territory

Postal Code

Phone Number

Email Address

Relationship to Class Member

Please attached a copy of the court order or other documents appointing you as guardian of property or estate administrator and check the box below describing the Class Member's status:

☐ A person under disability (include a copy of a continuing power of attorney for property, or Certificate of statutory guardianship)

☐ Deceased (Include a Certificate of Appointment as Estate Trustee)

Date of death: _____

TAB I

SCHEDULE

“I”

SCHEDULE I**Request for Deadline Extension****INDIAN DAY SCHOOL LITIGATION**

This is not a claim form. This form is for making a request to extend the Application Deadline. You must submit this form either before you submit your Claims Form or together with your Claim Form.

For more information on applicable deadlines the proposed settlement, please visit <https://ca.gowlingwlg.com/dayschoolclassaction/>.

This Form may be submitted in one of two ways:

1. By email to www.dayschools@gowlingwlg.com. Please fill out the enclosed pages, scan the document in its entirety, and include the Form as an attachment.
2. By mail to:

Extension of Application Deadline
c/o

[Claims Administrator]

This Form must be completed, signed, and transmitted or sent, as outlined above, no later than [date]. If this Form is not postmarked or received by this date, you will not be considered for compensation under the Settlement Agreement.

THE INFORMATION CONTAINED IN THIS FORM WILL BE PROVIDED TO THE DEFENDANTS AND CLAIMS ADMINISTRATOR. ALL INFORMATION PROVIDED WILL REMAIN CONFIDENTIAL AND BE SHARED ONLY FOR THE PURPOSES OF THIS PROCEEDING.

Class Member Information:

Last Name	First Name	Middle Initial	Date of Birth (mm/dd/yy)
Street Address			
City ()	Province/Territory		Postal Code
Phone Number	Email Address		

Reason for Deadline Extension Request:

Please check off the situation that most applies to you.

- ☐ Person Under Disability
- ☐ Undue Hardship
- ☐ Exceptional Circumstances

Please provide details about why you are making a request to extend the registration deadline:

[illegible]

TAB J

SCHEDULE

“J”

Legacy Fund Distribution Plan

McLean Day Schools Settlement Corporation

Under the Settlement Agreement the Parties have agreed that \$200 million will be paid by Canada to support commemoration events at the community level, wellness/healing projects, "truth telling" events, and culture and language restoration projects (Legacy Projects).

The monies will be paid by Canada to the McLean Day Schools Settlement Corporation (the "**Corporation**") to support (1) commemoration events, (2) wellness/healing projects, and (3) the restoration of Indigenous languages and culture. Grants will be made from the Corporation to charities and not-for-profit organizations in response to proposals. Where possible and appropriate, organizations at the community level will carry out the delivery of Legacy Projects in order to make the benefit of such proposals available for survivors and their families. Where appropriate, the Corporation itself may host national and community commemoration events to engage the Canadian public and provide education about the legacy of Day Schools and the experiences of former students and their families, including individual "truth telling" opportunities.

The Corporation will be incorporated pursuant to the *Canada Not-For-Profit Corporations Act* to be established prior to the date of settlement approval. The Corporation will have 5 Directors approved by the parties. The Corporation will have a small administrative staff and will retain financial consultants to provide investment advice. The expenses of the Corporation will be funded from investment income. It is anticipated that the Corporation will be wound up after

the funds have been distributed, anticipated to have been completed over a 7 to 8 year period.

Advisory Committee

The Directors will have the guidance of an Advisory Committee (9 to 12 members) representative of Indigenous survivors and their families. This Advisory Committee will be appointed by the Directors when the Corporation is established.

It is anticipated that the Advisory Committee will advise on guidelines and procedures for the selection of organizations that apply for grants and will assist with supporting Legacy Projects at the community level. The Advisory Committee will meet with the Directors not less than twice a year.

Distribution Plan

- 1) \$40 million will be disbursed by the Corporation for commemoration activities to be held as soon as possible after the Implementation Date, particularly by organizations at the community level. Any funds remaining after 18 months will be transferred to the programs described below.
- 2) \$40 million will be disbursed by the Corporation to support the preservation and teaching of Indigenous languages and culture. These funds will be disbursed over a five year period to charities and not-for-profit organizations on the basis of proposals submitted.
- 3) The balance of the funds will be disbursed by the Corporation to charities and other not-for-profit organizations to support wellness/healing programs across Canada, particularly at the community level. The Parties believe that

wellness/healing programs, in order to be truly effective, should continue for several years... "the 7 stages of healing". These funds are expected to be disbursed over a seven year period, as above.

The Distribution Plan is open to modification by the Directors after consulting with the Advisory Committee. However, no funds may be used for other than the designated purposes set out in the Articles of Incorporation without the approval of the Federal Court.

It is anticipated that the Corporation will receive and invest compensation funds, as specified more particularly in the Settlement Agreement, to be invested by the Corporation until required by the Claims Administrator. Such compensation funds will be held in separate accounts and may not be used for Legacy Projects unless specifically permitted by the Settlement Agreement.

The Legacy Fund may receive additional funds, pursuant to specific provisions of the Settlement Agreement, after distribution has been made to survivors under the Claims Process. Any additional funds received shall be applied by the Directors to Legacy Projects in accordance with the selection criteria applied to the Legacy Fund.

TAB K

SCHEDULE

“K”

SCHEDULE K - INDIAN DAY SCHOOLS LIST

Province	School Name	Name Variants	Opening Date	Closing or Transfer Date	Location	Religious Affiliation
Alberta	Alexander		November 1949	1981-1982*	In Riviere qui Barre	Roman Catholic
Alberta	Alexis	Glenevis	June 1949	After 1988*	Located on the Alexis Reserve	Roman Catholic
Alberta	Assumption Day		September 9, 1968	September 1, 1971	Assumption, Alberta on Hay Lakes Reserve	Roman Catholic
Alberta	Atikameg		1948/49*	September 1, 1962	Atikameg, AB; Atikamisié Indian Reserve; Atikameg Lake, AB	Roman Catholic
Alberta	Beaver Lake		September 1952 June 1972*	June 30, 1960 June 1973*	Lac La Biche, AB	Roman Catholic
Alberta	Big Horn	Bighorn Ta Otha Taottha	July 8, 1948	Between February 1988 and January 1994*	Located on the Big Horn Reserve near Rocky Mountain House	Mennonite United Church
Alberta	Bishop Piché School	Fort Chipewyan Chipewyan	September 1, 1956* December 1971*	June 30, 1963 March 31, 1986	Fort Chipewyan, AB	Roman Catholic
Alberta	Boyer River		September 1955	September 1964	Rocky Lane, AB	Roman Catholic
Alberta	Cold Lake	Legoff LeGoff Day School Legoss Day School	September 1953	1990*	At Beaver Crossing on the Cold Lake Reserve	Roman Catholic
Alberta	Crowfoot	Blackfoot	December 31, 1968	Between 1987/1988 and January 1994*	Siksika Nation, Alberta	Roman Catholic
Alberta	Driftpile		September 30, 1955	September 1, 1964	Faust, AB (Driftpile Reserve)	Roman Catholic
Alberta	Eden Valley		February 8, 1949	September 1, 1990	Eden Valley Indian Reserve No. 126	United Church Anglican Church
Alberta	Ermineskin Elementary/Junior High	Ermineskin Day School	September 1968	September 1991	Ermineskin Reserve	Roman Catholic

Alberta	Ermineskin Kindergarten		1971*	September 1991	Ermineskin Reserve	Roman Catholic
Alberta	Ermineskin Primary		September 1969*	September 1991	Ermineskin Reserve	Roman Catholic
Alberta	Fort McKay	McKay Fort Mackay	August 1949*	June 30, 1963	Was near Fort McMurray, not on the reserve	Roman Catholic
Alberta	Fox Lake		1957/1958*	September 1, 1964	On the Fox Lake Reserve, Vermilion Agency	Roman Catholic
Alberta	Frog Lake	Napayo Napaya Napewow Napeweaw	September 1975	1985-1986*	Frog Lake, Alberta	
Alberta	Frog Lake (AC)		September 1914	September 1975	Frog Lake, Alberta	Anglican Church
Alberta	Frog Lake (RC)		September or October 1956	September 1975	Frog Lake, Alberta	Roman Catholic
Alberta	Gooderham	Wabamun/Wabamun Duffield Paul's Paul's Elementary	1950*	Between 1975 and 1976*	Located on the Wabamun Reserve	United Church
Alberta	Goodfish Lake (RC)	Pakan	September 1953	Between 1994 and 1998*	Located in Saddle Lake, Alberta, on the Goodfish Lake Reserve	Methodist Roman Catholic
Alberta	Habay		August 1962*	September 1965	Located in the village of Habay at the Hay Lake Reserve	Roman Catholic
Alberta	Heart Lake School		January 1973* September 1981*	October 26, 1978 September 1986*	Lac La Biche, AB	
Alberta	Hobbema No. 1		September 1949	1964/1965*	In the community of Hobbema	Methodist United Church
Alberta	Hobbema No. 2		September 1950	April 1957	On the Samson Reserve	Roman Catholic
Alberta	Hobbema No. 3	Montana	1950*	June 1973	Located on Montana Reserve	Baptist
Alberta	Horse Lake		September 1952*	September 1959	Fort St. John Agency, AB	Roman Catholic
Alberta	Janvier		December 1950*	July 1, 1963	Janvier Indian Reserve near Chard, AB	Roman Catholic

Alberta	Levern	Glenwood Lavern	1964*	September 1, 1988	In Glenwood, Alberta on the Blood Reserve	Roman Catholic
Alberta	Long Lake	Kehewin Keeheewin Kahwin Kehiwin	1918*	Sep-64	On the Kehewin Reserve No. 123 in Alberta	Roman Catholic
Alberta	Louis Bull	Bear's Hill School	1888/1889 September 1950*	June 1927 September 1, 1960	Louis Bull Reserve	Methodist (1888-1924) Baptist (1950-1960) Roman Catholic (1950-1956)
Alberta	Michel		September 1948	September 1955	Michel Indian Reserve	Roman Catholic
Alberta	Montana Kindergarten		September 1991	September 1, 1992	Located on Montana Reserve	
Alberta	Morley Indian Day School	Morleyville David Bearspaw Bers Paw	1873 - The Morley Day School opened 1951 - The new Morley Day School opened 1969 - The IRS closed and the day school continued to operate	1929 - All Day Students were attending the Morley Residential School 1954 - The school amalgamated with the Morley IRS August 31, 1986	Morley Reserve	Methodist United Church
Alberta	Namew		September 1959	January 1970*	Calais, AB	Roman Catholic
Alberta	Nordegg	Rocky Mountain House	1955/1956 1970/1971*	1967 1973	Rocky Mountain House	Mennonite
Alberta	Old Sun	Chief Old Sun	September 1971	Between March 1983 and January 1994*		
Alberta	Pakan	Goodfish Lake (UC)		1968	Located in Saddle Lake, Alberta, on the Goodfish Lake Reserve	United Church
Alberta	Peigan (AC)	Peigan #1, Brockton Day School	September 1995	June 1970*	In Brockton on the Peigan Reserve	Anglican Church

Alberta	Peigan (RC)	Peigan #2	1950*	September 1, 1986	In Brocket on the Peigan Reserve	Roman Catholic
Alberta	R.B. Steinhauer School	Steinhauer, R.B. Steinhauer School, R.B Stein Mission Protestant Day School	1952*	March 1960*	On the Saddle Lake Reserve	United Church
Alberta	Saddle Lake (RC)	Saddle Lake (#1) Onchaminahos	1881 September 1949	April 30, 1924 1980*	Located on the Saddle Lake reserve	Methodist Roman Catholic
Alberta	Saddle Lake (UC)	Saddle Lake (#2)	January 1888	June 30, 1924	Located on the Saddle Lake reserve	United Church
Alberta	Samson	Battle River Hobbema # 2	1899 September 1960	June 29, 1926 June 7, 1973*	Samson Reserve	United Church
Alberta	Sarcee		January 25, 1922	September 1, 1961*	On the Sarcee	Anglican Methodist United Church Mennonite Roman Catholic
Alberta	St. Mary's	Blood	April 1969		On the Blood Reserve	Roman Catholic
Alberta	Standoff		September 14, 1953	September 1, 1988	At Standoff, on the Blood Reserve	Roman Catholic
Alberta	Stoney Plain	Stony Plains Stony Plain Winterburn	1949*	1977*	Stony Plain Reserve	Roman Catholic
Alberta	Sunchild Cree	Sunchildcree Sunchild Mission Sunchild O'Chiese Stelfox Henry Stelfox Rocky Mountain House	January 1950	Between 1994 and 1998	In Rocky Mountain House on the Sunchild Cree Indian Reserve	United Church Mennonite
Alberta	Upper Hay River	Meander River	1950-1951	September 1, 1971	Meander River, AB	Roman Catholic
Arctic Quebec	Fort Chimo	Fort Chimo Anglican Mission School	October/November 1949	1979/80*	Fort Chimo, QC	Anglican Church

Arctic Quebec	George River	George River Seasonal School Government School George River Port-Nouveau-Quebec	July 10, 1959	June 30, 1978*	At George River, QC	Anglican Church
Arctic Quebec	Great Whale River School	Post-de-la-Baleine Great Whale Federal Day School	March 12, 1958	September 1, 1978	Eastern coast of Hudson Bay in Quebec	Anglican Church
Arctic Quebec	Inuvivik	Ivayuvik Ivuyivik Notre-Dame d'Ivugivik School Ivujivik	September 22, 1960	1982/83*	At Inujivik, QC	
Arctic Quebec	Koartac School	Koartak Notre-Dame de Koartac School	October 11, 1960	1976*	Koartak, QC	
Arctic Quebec	Maricourt School	Wakeham	1964*	1972*	South shore of Hudson Strait, QC	
Arctic Quebec	Payne Bay	Bellin School	September* 1960	September 1, 1978	Payne Bay, QC	Protestant
Arctic Quebec	Port Harrison	Inocedjouac School Inoudjouac	January 1950*	June 1973*	Port Harrison, QC	
Arctic Quebec	Povungnituk	Povungnetuk	1958	September 1, 1972	Povungnetuk, QC	Anglican Church
Arctic Quebec	Sugluk	Saglouc	October 1957*	July 1, 1978	Sugluk, 62° 14'N 73° 30'W, on Hudson Strait, QC	Roman Catholic
Arctic Quebec	Wakeham Bay	Wakeham Bay Government School	September 26, 1960	June 30, 1978*	Wakeham Bay	Anglican Church
British Columbia	Adams Lake	Chase	October 1956*	September 1971	Adjacent to the Adams Lake village, on the Adams Lake Indian Reserve.	Roman Catholic
British Columbia	Ahousaht	Ahouset	February 1940	September 1985	At Ahousaht Indian Reserve	United Church Presbyterian Church Roman Catholic

British Columbia	Aiyansh	New Aiyansh	1964	1974/1975	Located on the Aiyansh Indian Reserve, about 80 miles north of Terrace, B.C.	Anglican Church
British Columbia	Alert Bay		1881-1883	June 1969	On the Nimpkish Indian Reserve No. 1A	Anglican Church
British Columbia	Alkali Lake	Alkali Lake Community School	November 1957	September 1979	On Alkali Lake Indian Reserve No. 1, approximately 35 miles south of Williams Lake, B.C.	Roman Catholic
British Columbia	Anahim Lake	Upper Dean River	September 1947	September 1973	On Squinas (Anahim Lake) Indian Reserve No. 2.	Roman Catholic
British Columbia	Bella Bella		1882*	September 1, 1976	Bella Bella Reserve No. 1, Campbell Island, B.C.	Methodist Church United Church
British Columbia	Bella Coola		October 1902	Between 1955-1956*	Bella Coola Reserve, Bella Coola, B.C.	Methodist Church United Church
British Columbia	Blueberry River		September 1962	September 2, 1975	64 miles from Fort St. John, and 12 miles from the nearest non-Indian school	Roman Catholic
British Columbia	Bonaparte School		November 2, 1958	June 1962*	On Bonaparte Indian Reserve No. 3A	Roman Catholic
British Columbia	Boothroyd		May 1, 1915	December 31, 1945	On the Boothroyd Indian Reserve, near the town of Lytton	Anglican Church
British Columbia	Campbell River		November 18, 1935	1955*	At Campbell River	United Church
British Columbia	Canim Lake		September 1957*	January 14, 1969	In Canim Lake, via Exeter, B.C.	Roman Catholic
British Columbia	Canoe Creek	Canoe Lake (likely an error as Canoe Lake is an SK IDS)	1961* September 1966	November 1964 At least 1977*	At Canoe Creek Indian Reserve about 40 miles west of Mile 70, Caribou Highway, B.C.	Roman Catholic

British Columbia	Canyon City	Gwinoha Kitwilluckshilt	April 1, 1911	June 24, 1971*	On the Gwinaha (Kitwilluckshilt) Reserve	Salvation Army
British Columbia	Cape Mudge		1892/1893	September 1, 1958*	On Quadra Island opposite Campbell River	United Church
British Columbia	Capilano	Capilano Nursery	September 1959*	June 1968	North Vancouver	Roman Catholic
British Columbia	Caribou Hide	Cariboo Hyde	October 15, 1938	1950/1951*	Located "250 miles Trail S.E., Telegraph Creek, B.C.	
British Columbia	Chehalls	Chehahlis	October 1, 1916	Between June 1978 and September 1980*	Near the village of Harrison Mills, Lower Fraser Valley	Roman Catholic
British Columbia	Chemainus Bay		December 1955	September 1964*	Kulleets Bay	Roman Catholic
British Columbia	Chilcotin	Anaham Ti'atingox	August 1944	September 1992*	On the Anaham Indian Reserve	Roman Catholic
British Columbia	Deadman's Creek		1954/1955*	October 1966	Savona, B.C.	Roman Catholic
British Columbia	Dease Lake		June 4, 1937	January 31, 1945	At Dease Lake, B.C.	Roman Catholic
British Columbia	Doig River		1950	December 1966		Roman Catholic
British Columbia	Douglas	Port Douglas	September 1950	December 1961	On the Douglas Indian Reserve at the north end of Harrison Lake	Roman Catholic
British Columbia	Fort Babine	Babine Fort Babine (Moricetown)	September 1, 1913	September 1983	At Fort Babine Indian Reserve No. 6 - North end of Babine Lake	Roman Catholic
British Columbia	Fort Graham	Fort Grahame	1935	1940	Located on the Fort Grahame Indian Reserve	Roman Catholic
British Columbia	Fort McLeod	McLeod Lake McLeod's Lake	1935	1949*	Cariboo District	
British Columbia	Fort Nelson	Fort Nelson Pre- School	September 1961	June, 1966	Fort Nelson Reserve	Roman Catholic
British Columbia	Fort Rupert		July 1880	June 1931*	Lejac, B.C.	Anglican Church

British Columbia	Fort St. James		January 1951*	June 30, 1970	On Necoslie Reserve No. 1, at the east end of Stuart Lake, 40 miles north of Vanderhoof and 110 miles from Prince George	Roman Catholic
British Columbia	Fort Ware	Aatse Davie	September 1963	Between 1994-2000*	Fort Ware Indian Reserve No. 1 near Ware, B.C.	Roman Catholic
British Columbia	Fountain		December 1950*	June 1968	Located 4 miles north of Lillooet	Roman Catholic
British Columbia	Gilford Island	Gilford Day School	September 1, 1950	June 1968	Located on Gilford Island (Guayasdums) Reserve, Simoon Sound, near Alert Bay	Anglican Church
British Columbia	Gitlakdamix	Gitladamicks, Gitladamicks, Gitladamiks, Gitladamiksh, Gitlakdamiks, Kitladamox, Kitladamax, Kitladamiks and Kitladamicks	January 1909	August 31, 1968	On the Gitladamiks (Kitladamax) Indian Reserve	Anglican Church
British Columbia	Glen Vowell		1899	Between December 31, 1968 and December 8, 1970*	Located at Glen Vowell near Hazelton on the Upper Skeena River	Salvation Army
British Columbia	Halfway River		1950	September 1994*	Approximately 120 kilometres northwest of Fort St. John, British Columbia, or 50 kilometres south and west of Wonowon, British Columbia	Roman Catholic

British Columbia	Hartley Bay	Hartley Day School	1905	August 1979	Located at Hartley Bay Indian Reserve, on the entrance of Douglas Channel, near Kitimat, British Columbia	Methodist United Church
British Columbia	Hazelton		1889	June 1950	In Hazelton, B.C	Anglican Church
British Columbia	Homalco	Church House Indian Day School	August 1908 September 9, 1959	September 1952 1978*	Located on the Homalco Indian Reserve, about 30 miles north of Powell River	Roman Catholic
British Columbia	Irish Creek		September 1951	September 1962	Vernon, B.C. Okanagan Indian Reserve No. 1	Roman Catholic
British Columbia	Katzie	Katsie	August 1914*	September 1942*	Hammond, B.C.	Roman Catholic
British Columbia	Kincolith	Nass River School	1884	November 6, 1975	In Kincolith, "at the mouth of the Nass River"	Anglican Church
British Columbia	Kingcome Inlet		March 1929 September 1951	January 1944 September 1981	Quaae Indian Reserve #7	Anglican Church
British Columbia	Kisgegas		January, 1901	February, 1942	Hazelton, B.C	Anglican Church
British Columbia	Kispiox	Kishpiox Kispioux Kishpiox Kishpiax Kisfiux	1892	September 1, 1981	Situated on the Kishpiax reserve	Methodist United Church
British Columbia	Kitamaat	Kitimaat Kitimat Kitamat	1902	September 1985	On Douglas Channel, at the mouth of the Kitamaat river	Methodist United Church
British Columbia	Kitkatla	Kitkahtla Lach Klan	1891	August 1979	In the village of Kitkatla	Anglican Church

British Columbia	Kitsegukla	Gitsegukla Kits Kitsegucala Kitseukla Sheena Crossing	1897 September 1947	January 1945 1986		Methodist United Church
British Columbia	Kitselas (New Town)		1904/1905	February 1959*	Located at Copper River, B.C.	Methodist United Church Salvation Army
British Columbia	Kitwancool	Kitwancoo Gitanyow	September 1938	July 31, 1986	13 miles by road from Kitwanga, B.C., and 45 miles from Hazelton, B.C.	United Church Anglican Church
British Columbia	Kitwanga	Kitwanga, Kitwinger, Gitwingak	December 1898	1975		Anglican Church
British Columbia	Klappan	Klappen	October 1936 September 1962	April 1949 September 1989	Iskut, BC	Roman Catholic
British Columbia	Klemtu	China Hat	December 1903	December 1979	Kitasoo Reserve	Methodist Church (1903-1925) United Church (1926-1974)
British Columbia	Kluskus		September 1980	June 1983	100 miles west of Quensel, BC	None
British Columbia	Koksilah		1906	August 1953	Near Duncan, BC	Methodist Church (1906-1922)
British Columbia	Kuper Island		September 1, 1968	September 1987		
British Columbia	Kyuquot	Kyuquot, Kyuquaht, Kyuquat, Aktis Day School	1882/1883	Between March 1974 and February 1977*	Kyuquot, B.C.	Roman Catholic
British Columbia	Lakalsap	Nass River Greenville Lakalzap	1877-1878	May 1975	Lakalsap (Greenville) Indian Reserve No. 9	Methodist Church (1877-1904) Anglican Church (1904-1974)
British Columbia	Lower Post		September 1, 1969	June 30, 1975	Watson Lake	
British Columbia	Mamalilikula	Mamalilikulla, Village Island	May 1928*	September 1964*	Village Island I.R. No. 1	Anglican Church

British Columbia	Masset	Masset, Old Masset Village School	1877/1878	Between February and May 1974*	Masset, B.C.	Anglican Church
British Columbia	McDames	McDame McDames Creek	1931	1944	Cassiar District	Roman Catholic
British Columbia	Metlakatla	Metlakahtla, Metlakalta	1893/1894	June 1960	Near Prince Rupert	Anglican Church
British Columbia	Moricietown		January 10, 1938	July 1, 1959	On Moricietown Indian Reserve No. 1	Roman Catholic
British Columbia	Mount Currie	Pemberton	January 1, 1939	September 1, 1973	On Mount Currie Indian Reserve No. 10	Roman Catholic
British Columbia	Nanaimo	Nass River	1877	1964	On on Nanaimo town Reserve No. 1	Methodist Church (c.1872-1925) United Church (c.1927-1964)
British Columbia	Nazko	Nazko Kluskus Kindergarten	January 1, 1955	November 5, 1969	At Nazko via Williams Lake, B.C.	Roman Catholic
British Columbia	Neskainlith		September 1949	September 1, 1963*	On the Neskainlith (Aniskamilit) Indian Reserve at Shuswap, B.C.	Roman Catholic
British Columbia	Nootka	Friendly Cove Day School Yuquot Yugot	1904/1905	June 30, 1968		Roman Catholic
British Columbia	Okanagan	Okanagan Day School Six Mile Creek	1923 January 1947	June 1945 February 1968	On Okanagan Indian Reserve No. 1.	Roman Catholic
British Columbia	Old Fort Babine		October 1, 1938	May 1940	On the Old Fort Babine Reserve, about 30 miles S.E. of Fort Babine.	Roman Catholic
British Columbia	Opitsaht	Opetah	October 1957*	July 1971*		Roman Catholic
British Columbia	Osoyoos	Inkameep, Inkaneep	April, 1915	1953	On the Inkameep Indian Reserve, near Oliver, BC	Roman Catholic
British Columbia	Penticton	Penticton Indian Day School	June 1922	September 1963*	On the Penticton Indian Reserve No. 1 at the foot of Okanagan Lake	Roman Catholic

British Columbia	Port Edward	Port Edward Cannery	February 1945*	June 1949	In Port Edward, British Columbia	None
British Columbia	Port Essington		December 1885	August 1947	On the Skeena Reserve at Port Essington, B.C.	Methodist Church (1887-1925) United Church (1926-1947)
British Columbia	Port Simpson	Fort Simpson Lax Kw'alaams	1875	September 1975*	At Port Simpson, approximately 25 miles from Prince Rupert	Methodist Church (1875-1925) United Church (1925-at least 1974)
British Columbia	Portage	Stuart-Trembleur	October 1975	September 1990	On the Nancut Indian Reserve	None
British Columbia	Prophet River		1946	September 1994*	On Prophet River Reserve	Roman Catholic
British Columbia	Quatsino	Koskemo	September 1935 September 1948	September 1941 September 1, 1965	Quattishe Indian Reserve No. 1	Anglican Church
British Columbia	Quilchena		February 8, 1960	September 1, 1971	Quilchena, B.C.	Roman Catholic
British Columbia	Redstone Meadows	Red Stone Meadows Redstone Alexis Creek	November 1, 1943 September 1959	March 1952 1966*	Redstone Flats Indian Reserve No. 1	Roman Catholic
British Columbia	Roche Déboulé	Rocher Deboule Rocher de Boule Hagwelgett	January 3, 1911	July 1, 1960	New Hazelton, B.C.	Roman Catholic
British Columbia	Saanich	East Saanich Saanich Catholic	December 1941	July 1, 1951	At East Saanich, B.C.	Roman Catholic
British Columbia	Sea Bird	Seabird Island Day School	September 1923*	June 1968	East of Agassiz	Roman Catholic
British Columbia	Seton Lake	Shalalth Seton Lake Nursery-Kindergarten	January 1925	September 1975	Slosh Indian Reserve No. 1	Roman Catholic
British Columbia	Shell Beach		September 1955*	October 1965	Ladysmith, B.C.	Roman Catholic
British Columbia	Shesley	Sheslay, Telegraph Creek	October, 1946	1956*	At Shesley, British Columbia	Roman Catholic
British	Shulus	Sholus	August, 1908	1976*	Lower Nicola, B.C.	Anglican Church

Columbia						
British Columbia	Skidegate		1894	August 1965	Five miles east of Queen Charlotte City	Methodist Church United Church
British Columbia	Skwah	Chilliwack	March 1914	July 11, 1956	One mile north of Chilliwack, BC	Anglican Church
British Columbia	Sliammon		January 1909	September 1960*	In Powell River, B.C.	Roman Catholic
British Columbia	Smith's Inlet	Takush	December 1928 December 1950	June 1939 1964*	Indian Reserve No. 3 at Takush Harbour, Smiths Inlet	United Church
British Columbia	Snowcap	Day School at Skookumchuck	October 1961*	July 1966	On the Skookumchuck Indian Reserve at Skookumchuck, B.C.	Roman Catholic
British Columbia	Songhees	Songhees Indian Day School	1891	June 1965	Victoria	Anglican Church (1891) Roman Catholic (1892-1911, 1913-1965)
British Columbia	St. Catharine's	St. Catherine's Cowichan Indian Day School	September 1, 1923	September 1, 1973	Cowichan Indian Reserve No. 1	Roman Catholic
British Columbia	St. Paul	St. Paul's Indian Day School Squamish Day School	September 1959	September 1, 1973	North Vancouver	Roman Catholic
British Columbia	Stone		December 1963	September 1989	On the Stone Indian Reserve	Roman Catholic
British Columbia	Stoney Creek	Stony Creek	February 1947	September 1, 1988*	Near Valocated 10 miles southwest of Vanderhoof	Roman Catholic
British Columbia	Sugar Cane	(Williams Lake) Sugar Cane Indian Day School	January 1, 1955	August 7, 1967	At Williams Lake, BC	Roman Catholic
British Columbia	Tache	Tatshe Indian Day School Tachle Taché Eugene Joseph	November 1963	September 1, 1990*	On the Tache Indian reserve	Roman Catholic

British Columbia	Tahltan		June 1934	August 31, 1943	Near Telegraph Creek	Anglican Church
British Columbia	Takla Landing	Takla Lake	1937/1938	Between September 1994 and December 1995	North Takla Lake Indian Reserve No. 7	Roman Catholic
British Columbia	Tanaktouk		September 1957	June 30, 1969	Deadpoint Indian Reserve No. 5	Anglican Church
British Columbia	Telegraph Creek		September 1906*	July 1950	Telegraph Creek, British Columbia	None
British Columbia	Tsartlip	West Saanich School Tsartlip Consolidated School	October 1, 1931	September 1, 1988	On the Tsartlip Reserve	Roman Catholic
British Columbia	Turnour Island		September 1948*	August 1965*	On Karlukwees I.R. No. 1 on Turnour Island, British Columbia	Anglican Church
British Columbia	Uduelet		1894/1895 January 1927 September 1948	June 1925 September 1943 June 1966*	Ittatsoo Reserve No. 1	Presbyterian Church (1894-1925) United Church (1927-1951)
British Columbia	Ulkatcho Seasonal School		Summer 1940	Fall 1943*	On Ulkatcho Indian Reserve No. 2. Located on the Upper Dean River some 82 miles north-westerly from Takla Lake Post Office.	Roman Catholic
British Columbia	Upper Nicola	Douglas Lake	January 1954	July 1970	On Upper Nicola Indian Reserve # 3 (Douglas Lake)	Roman Catholic
British Columbia	Westholme		November 1949	September 1964*	On Halalt Reserve No. 2.	Roman Catholic
Manitoba	Anama Bay		1980*	September 1981	Dauphin River Reserve; Gypsumville, Manitoba	
Manitoba	Berens River (RC)	Berens River No. 003	August 1918	Consolidated with Berens River No. 002 in 1966*	Berens River, Manitoba	Roman Catholic

Manitoba	Berens River (UC)	Berens River No. 002	1901*	Consolidated with Berens River No. 003 in 1966*	Berens River, Manitoba	Methodist United Church
Manitoba	Big Eddy	Carrot River	1884	September 1965	The Pas, Manitoba	Anglican Church
Manitoba	Birdtail Sioux	Birdtail Bird Tail	1958* January 1975	September 1, 1963 1976*	Birdtail Sioux Indian Reserve Uno, Manitoba	Presbyterian
Manitoba	Bloodvein (Interdenominational)	Miskooseepi	September 1967	Between April 1980 and March 1983	Bloodvein Indian Reserve, Manitoba	Interdenominational
Manitoba	Bloodvein River (Mennonite)	Bloodvein Mennonite Bloodvein Protestant	1964	1967	Bloodvein Indian Reserve, Manitoba	Mennonite
Manitoba	Bloodvein River (Methodist)		1910	1921		Methodist
Manitoba	Bloodvein River (RC)		September 1937	September 1967	Bloodvein Indian Reserve, Manitoba	Roman Catholic
Manitoba	Bloodvein River (UC)		Before 1920	Between 1939 and October 1956		Methodist United Church
Manitoba	Brokenhead	Broken Head	1875*	April 1970*	Brokenhead Reserve, Scanterbury, Manitoba	Anglican Church
Manitoba	Chemawawin	Cedar Lake	1884	1963*	Cedar Lake, Manitoba	Anglican Church
Manitoba	Churchill (AC)		1963	June 30, 1966	Churchill, Manitoba	Anglican Church
Manitoba	Churchill (Seasonal)	St. Paul's Churchill Indian School	1934	1940	Fort Churchill, Manitoba (1934-1938); Long Point Winter Camp (1939-1940)	Anglican Church
Manitoba	Cross Lake (RC)	Natimik	1903	September 1, 1969	Cross Lake, Manitoba	Roman Catholic
Manitoba	Cross Lake (UC)	Wapak	July 1, 1893	September 1, 1969	Cross Lake, Manitoba	United Church
Manitoba	Cross Lake Junior High School			September 1, 1969		

		Natimik North Natimik South Wapak Cross Lake Junior High School Wapak Junior High Saggitowack Nekopak Otter Nelson River School				
Manitoba	Cross Lake School		September 1, 1969	1988	Cross Lake, Manitoba	Non-Denominational
Manitoba	Easterville	E.J. Johnson Chemawawin	1964	1981*	Easterville, Manitoba	Anglican Church
Manitoba	Ebb and Flow Lake North		1954*	September 1968	Ebb and Flow Indian Reserve, Manitoba	Roman Catholic
Manitoba	Ebb and Flow Lake South		1885	June 30, 1967	Ebb and Flow Indian Reserve, Manitoba	Roman Catholic
Manitoba	Fairford	Fairford No. 001 Fairford No. 001A, Fairford No. 022 (District S06), Fairford No. 022, Fairford No. 022C, Fairford B No. 022	1967*	1970*	Fairford, MB	
Manitoba	Fairford #1 (Lower)	Fairford #1A, Fairford #1 No. 510, Fairford No. 510, Fairford 510A, Fairford 510B, Fairford 510C, Fairford 510D	1950*	1966*	Fairford, MB	Anglican Church
Manitoba	Fairford #2 (Upper)	Fairford #2, Fairford #2 No. S90	1950*	1965*	Fairford, MB	Anglican Church

Manitoba	Fairford #3	Fairford #3 No. 558, Fairford West No. 558	1951*	1963*	Fairford, MB	Anglican Church
Manitoba	Fisher River		Septmber 1918	1984	Koostatak, Manitoba	Methodist United Church
Manitoba	Fort Alexander #1 - (AC)	Upper Protestant Prot-Day School	1873	September 1966*	Fort Alexander Indian Reserve, Manitoba; documents describe the school's location on the south side/bank of the Winnipeg River	Anglican Church
Manitoba	Fort Alexander #2 - (RC)	North Shore School	September 1949* September 1, 1956	September 1, 1954 1976	Fort Alexander Indian Reserve, Manitoba	Roman Catholic; Interdenomination (post 1962 consolidation)
Manitoba	Fort Alexander #3 - (AC)	Northside (Anglican)	April 7, 1952	September 1, 1962	Fort Alexander Indian Reserve, Manitoba	Anglican Church
Manitoba	Fort Alexander #4 - (RC)		June 1955	September 1, 1961	Fort Alexander Indian Reserve, Manitoba; on the north side of the Winnipeg River	Roman Catholic
Manitoba	Garden Hill		1946*	1990*	Garden Hill, Island Lake, Manitoba	United Church
Manitoba	God's Narrows (RC)	God's Lake (RC)	1935*	1964-1965*	God's Lake Narrows, MB	Roman Catholic
Manitoba	God's Narrows (UC)	God's Lake (UC)	1912* September 1930 September 1947	September 1929 September 1946 1964-1965*	God's Lake Narrows, MB	United Church
Manitoba	God's River	Amos Okemow Memorial	1959*	September 1994*	God's River, Manitoba	Roman Catholic
Manitoba	Grand Rapids		1885 1961*	1961* 1967*	Grand Rapids, Manitoba	Anglican Church
Manitoba	Granville Lake		1972*	August 1, 1980*	Granville Lake, Manitoba	
Manitoba	Griswold Sloux	Oak River Griswolk	1955*	1973*	Griswold, Manitoba	Roman Catholic
Manitoba	Guy Hill		September 1, 1968	June 30, 1979		

Manitoba	Hollowwater River (AC)	Hollow Water River Hollow Water Protestant	1900*	1968*	Wanipigow, Manitoba	Anglican Church
Manitoba	Hollowwater River (RC)	Hollow Water River	1954*	1968*	Wanipigow, Manitoba	Roman Catholic
Manitoba	Island Lake (RC)	St. Theresa Point St. Therese School	1928	1989/1990*	Massinacp, Island Lake; St. Theresa Point, Island Lake, Manitoba	Roman Catholic
Manitoba	Island Lake (UC)	Island Lake Protestant Indian Day School Island Lake United Church Indian Day School	1903	1960*	Island Lake Reserve No. 2, Island Lake, Manitoba	Methodist; United Church
Manitoba	Jack River (AC)	Jack River Church of England Day School; Jack River Combined White and Indian Church of England Day School;	1901*	1964*	Jack River Reserve (1911- 1928); Norway House Reserve (1922-1933)	Anglican Church
Manitoba	Jack River (RC)		September 1, 1925	1965*	Jack River Reserve (1925- 1928); Norway House Reserve (1929-1939)	Roman Catholic
Manitoba	Jackhead		1922	1981	Dallas, Manitoba; Jackhead Harbour, Manitoba	Anglican Church
Manitoba	Koostatak Centre	Koostatak	1953*	1963/1964*	Koostatak, Manitoba	United Church
Manitoba	Lac Brochet	Lac du Brochet, Northlands	1974	1994	Lac Brochet Indian Reserve	
Manitoba	Lake Manitoba No. 1	Dog Creek	1895*	March 1980*	Lake Manitoba Indian Reserve No. 46;	Roman Catholic
Manitoba	Lake Manitoba No. 2		1952*	September 1, 1963	Fisher River Agency; Vogar, Manitoba	Roman Catholic
Manitoba	Lake St. Martin		1889*	September 1, 1989	Lake St. Martin reserve; Gypsumville, Manitoba	Anglican Church

Manitoba	Little Black River	Black River	1942*	1981*	Little Black River, Manitoba	Anglican Church United Church
Manitoba	Little Grand Rapids (RC)		1927*	September 1970	Little Grand Rapids, Manitoba	Roman Catholic
Manitoba	Little Grand Rapids (UC)		1906*	1981*	Little Grand Rapids, Manitoba	United Church
Manitoba	Little Saskatchewan		1910*	1990*	Little Saskatchewan Reserve; Gypsumville, Manitoba	Anglican Church
Manitoba	Lizard Point		1956	1968*	Angusville; Rossburn, Manitoba	Roman Catholic (1956) United Church (1959-1963)
Manitoba	Long Plain # 2		1952*	1980*	Long Plain Indian Reserve; Edwin, Manitoba	United Church
Manitoba	Long Plain #1		September 1949*	September 1963*	Edwin, Manitoba	United Church
Manitoba	Long Plain #3	Keeseekoowenin	Between October 1956 and February 1959	Between February 1959 and September 1962		United Church
Manitoba	Murdoch	Murdock Centre; Fisher River	1948*	1963*	Dallas, Manitoba	Anglican Church; United Church
Manitoba	Nelson House (RC)	St. Patrick's RC School Catholic Point School	1925*	March 16, 1970	Nelson House, Manitoba	Roman Catholic
Manitoba	Nelson House (UC)	Roland Lauze	1901*	June 1981*	Nelson House, Manitoba	Methodist United Church
Manitoba	Nickaway		1957	September 1968*	Norway House, Manitoba	Roman Catholic
Manitoba	Oak River Sioux	Sioux Valley School	1912*	1979	Griswold, Manitoba	Anglican Church
Manitoba	Oak River South		1959*	1964*	Oak River Reserve, Portage La Prairie Indian Agency, MB	Anglican Church
Manitoba	Oxford House 1		September 1, 1907	September 1993*	Oxford House, Manitoba	United Church
Manitoba	Oxford House 2		1947*	1962*	Oxford House, Manitoba	United Church
Manitoba	Oxford House 3		1951*	1967*	Oxford House, Manitoba	Roman Catholic

Manitoba	Pauingassi		1965*	1981*	Little Grand Rapids, Manitoba; Pauingassi Settlement, Manitoba	Mennonite
Manitoba	Peguis (AC) #1	Peguis South-West No. 1	After 1948	1967*	Peguis Reserve, Manitoba; Hodgson, Manitoba	Anglican Church
Manitoba	Peguis (AC) #2	Peguis South	1912	1967*	Peguis Reserve, Manitoba	Anglican Church
Manitoba	Peguis (AC) #3	Peguis Centre	1921	1967*	Peguis Reserve, Manitoba; Hodgson, Manitoba	Anglican Church
Manitoba	Peguis (AC) #4	Peguis North	1948	1967*	Peguis Reserve, Manitoba; Dallas, Manitoba	Anglican Church
Manitoba	Peguis (RC)	Peguis R.C.	1960*	1967*	Hodgson, Manitoba	Roman Catholic
Manitoba	Peguis Central	Chief Peguis Junior High	1955	1977*	Hodgson, Manitoba	Anglican Church
Manitoba	Pine Bluff		September 1, 1922	1956*	Pine Bluff Reserve, Manitoba; Pas Agency	Roman Catholic
Manitoba	Pine Creek		1969*	1984	Camperville, Manitoba	Roman Catholic*
Manitoba	Pipestone	Oak Lake Oak Lake Sioux	1951*	1968*	Oak Lake Sioux, Manitoba	Roman Catholic
Manitoba	Playgreen		1955*	September 1968*	Norway House, Manitoba	United Church
Manitoba	Poplar River		1884	1981	Poplar River, Manitoba; Neggiran, Manitoba	Methodist United Church
Manitoba	Poplar River (RC)		1960*	1969*	Poplar River, Manitoba	Roman Catholic
Manitoba	Pukatawagan		1951*	September 1, 1987	Pukatawagan, Manitoba	Roman Catholic
Manitoba	Red Earth		Before 1920	1951*	Red Earth Reserve, Manitoba	Anglican Church
Manitoba	Red Sucker Lake		1952*	1987*	Red Sucker Lake, Manitoba	United Church
Manitoba	Rolling River Day School		1952*	1961*	Rolling River Reserve	Presbyterian
Manitoba	Roseau Rapids		1911*	September 30,	Roseau Rapids Reserve,	Non-

				1920	Manitoba	Denominational
Manitoba	Roseau River (RC)	Lower Roseau River Roseau River Kindergarten & Nursery School	1950	1980*	Roseau River Reserve; Letellier, Manitoba	Roman Catholic
Manitoba	Roseau River (UC)		1959*	1967*	Roseau River Reserve; Dominion City, Manitoba	United Church
Manitoba	Rossville	Norway House	1883	October 1956*	Norway House, Manitoba	United Church
Manitoba	Saggitawack (RC)	Saggitowack	1948*	September 1, 1969	Cross Lake, Manitoba	Roman Catholic - Non- Denominational
Manitoba	Saggitawack (UC)	Sagittawuk Saggitawak Sagitawuk	1948*	October 11, 1967	Cross Lake, Manitoba	United Church
Manitoba	Sagkeeng Consolidated	South Shore School	1969	1976	Fort Alexander, Manitoba	United Church
Manitoba	Sandy Bay		1971*	September 1, 1974	Marius, Manitoba	
Manitoba	Shamattawa	Shamattawa-Nelson River Nelson River- Shamattawa Nelson House- Shamattawa Shamattawa-Nelson House	1949*	September 1, 1988	Shamattawa	Anglican Church
Manitoba	Shoal Lake		1892*	1939*	Pas Reserve, Manitoba Shoal Lake Reserve, Manitoba	Anglican Church
Manitoba	Shoal River (AC)	Pelican Rapids, Pelican Rapids Community School, Pelican Rapids Day School (Niel Ketmatch Sc)	1904*	1959*	Shoal River Indian Reserve, Manitoba	Anglican Church
Manitoba	Shoal River (RC)		1954*	1959*	Shoal River, Pelican Rapids, Manitoba	Roman Catholic

Manitoba	Split Lake		1909	January 1990*	Split River, Manitoba	Anglican Church
Manitoba	St. Peter's (North)	North St. Peter's Day School	1895*	April 30, 1925	St. Peter's Reserve (North), Manitoba Clandeboyne Agency	Anglican Church
Manitoba	Stedman's School		July 1, 1977	1981*	Fairford Reserve, Manitoba	
Manitoba	Swan Lake	Indian Springs	1903*	1981*	Swan Lake Reserve, Manitoba	United Church
Manitoba	Tadoule Lake School		September 1974	September 1995*	Tadoule Lake, Manitoba	
Manitoba	Tatowich	Cross Lake R.C. Day #S97	September 1962	1969*	Cross Lake Indian Reserve, Manitoba, Norway House Indian Agency	Roman Catholic Inter-denominational
Manitoba	The Pas	Carrot River (Classroom)	1880	1965*	The Pas, Manitoba	Anglican Church
Manitoba	Tower Island		1953*	1968*	Norway House Agency, Manitoba	Anglican Church
Manitoba	Valley River		1948	1972	Valley River Reserve, Manitoba	Roman Catholic
Manitoba	Wassagamach	Wasagamach Wasagamach George Knott	1968*	September 1992	St. Theresa Point, Manitoba	
Manitoba	Wassagamach (RC)	Wasagamach RC Seasonal	1951	1968*	St. Theresa Point, Manitoba	Roman Catholic
Manitoba	Wassagamach (UC)	Wasagamach UC Seasonal	1952	1959*	St. Theresa Point, Manitoba	United Church
Manitoba	Waterhen River	Water Hen Waterhand	1882 1924	1922 June 1971	Waterhen (River) Reserve, Manitoba	Roman Catholic
Manitoba	Waywayseecappo		1952	1961	Lizard Point Indian Reserve 62, Manitoba	United Church Presbyterian
Manitoba	York Factory		1904 1949	1942 1951	York Factory Reserve, Manitoba	Anglican Church
Manitoba	York Landing		September 7, 1971	September 1994	York Landing, MB	
Manitoba	Crane River		1950*	1960*	Crane River Reserve, Manitoba	Roman Catholic Church

Manitoba	Moose Lake		Before 1920	1939*		Anglican Church
New Brunswick	Big Cove		September 1897	September 1985	Elsipogtog First Nation	Roman Catholic
New Brunswick	Burnt Church		1880	September 1982	Burnt Church Reserve	Roman Catholic
New Brunswick	Edmundston		January 1911	June 1923	Edmundston Reserve in Madawaska County	Roman Catholic
New Brunswick	Eel Ground		1882	November 1993	Eel Ground Reserve	Roman Catholic
New Brunswick	Eel River		January 1913	June 1957	Eel River Bar Reserve in Restigouche County	Roman Catholic
New Brunswick	Indian Island		Fall 1930	June 1940	Indian Island Micmac Reserve	Roman Catholic
New Brunswick	Kingsclear	Kings Clear	1883	September 1975	Kingsclear	Roman Catholic
New Brunswick	Oromocto		September 7, 1909	1967*	Oromocto First Nation	Roman Catholic
New Brunswick	Red Bank	Metepenagiag	September 1, 1914	September 1992	On Red Bank Reserve	Roman Catholic
New Brunswick	St. Mary's	DevonNorth Devon	1883June 1957	January 1945May 1986	On St. Mary's Reserve	Roman Catholic
New Brunswick	Tobique	Mah-Sos	February 1881 September 1976	September 1975 September 1984	On Tobique Indian Reserve No. 20	Roman Catholic
New Brunswick	Woodstock	Woodstock Primary and Senior Department Indian School	September 1, 1909	January 1965	On Woodstock Indian Reserve	Roman Catholic
Northwest Territories	Aklavik	Aklavik	January 1950	April 1, 1969	Aklavik	Anglican Church Roman Catholic
Northwest Territories	Arctic Red River		January 1951*	April 1, 1969*	Arctic Red River	Roman Catholic
Northwest Territories	Fort Franklin		July 1950*	April 1, 1969*	Fort Franklin	Roman Catholic
Northwest Territories	Fort Good Hope		July 1950	April 1, 1969*	At the Fort Good Hope Settlement	Roman Catholic

Northwest Territories	Fort Liard	Ft. Liard School	September 1955*	April 1, 1969*	Fort Liard	
Northwest Territories	Fort McPherson	Fort McPherson Federal Day School Anglican Mission School St. Matthew's Day School Peter Warren Dease School	September 3, 1946	April 1, 1969*	Fort McPherson	Anglican Church
Northwest Territories	Fort Norman		1947*	April 1, 1969*	Fort Norman Settlement	Roman Catholic
Northwest Territories	Fort Providence		September 1960*	April 1, 1969*	Fort Providence on the north side of the Mackenzie River	Roman Catholic
Northwest Territories	Fort Rae	Rae	April 15, 1948	April 1, 1969*	Fort Norman Agency, situated on Great Slave Lake	Roman Catholic
Northwest Territories	Fort Simpson	Fort David's Mission Riverview Territorial Day School Thomas Simpson	September 1948*	April 1, 1969*	Fort Simpson, NWT	Protestant Roman Catholic
Northwest Territories	Fort Simpson (RC)	St. Margaret's Ste. Margaret's	1919/1920*	January 1956	Fort Simpson, NWT	Roman Catholic
Northwest Territories	Fort Smith	Joseph Burr Tyrell School	September 1948*	April 1, 1969*	Fort Smith	Roman Catholic
Northwest Territories	Fort Wrigley		Summer 1956	September 1, 1969*	Fort Wrigley, close to the airport	Roman Catholic
Northwest Territories	Hay River High School	Hay River Secondary School	September 1967*	April 1, 1969*	Hay River, NWT	Non-Denominational
Northwest Territories	Hay River School	Princess Alexandra School	February 28, 1949	April 1, 1969*	Hay River, NWT	Non-Denominational
Northwest Territories	Holman Island	Holman	1965*	April 1, 1969*	Holman Island, NWT	Non-Denominational

Northwest Territories	Inuvik	Aklavik - East 3 Samuel Hearne Sir Alexander Mackenzie	October 1956*	April 1, 1969*	Inuvik, NWT	Anglican Roman Catholic
Northwest Territories	Jean Marie River	Marie River	October 1953*	April 1, 1969*	At the mouth of the Rabbitskin River in the District of Mackenzie, NWT	Roman Catholic
Northwest Territories	Lac la Martre Day School	Whati	October 1954*	April 1, 1969*	Lac la Martre, NWT	Non- Denominational
Northwest Territories	Nahanni Butte	Paul Tesou	September 1955*	April 1, 1969*	Nahanni Butte	Roman Catholic
Northwest Territories	Norman Wells		1960	1971*	Norman Wells, NWT	
Northwest Territories	Pine Point		1965*	April 1, 1969*	Pine Point, NWT	No information available
Northwest Territories	Reindeer Station	Reindeer Depot	October 8, 1956	1968*	Reindeer Station, NWT	Non- Denominational
Northwest Territories	Rocher River Day School		September 1, 1949*	1959*	North of Fort Resolution	Roman Catholic
Northwest Territories	Snowdrift	Lutsel K'e Dene School, Lutselke South Slave Residents, Lutsel'ke Federal Day School	July 19, 1957	June 1969*	On the southeast shore of Great Slave Lake in the District of Mackenzie close to the treeline and less than a mile from the mouth of the Snowdrift River to the northeast	Roman Catholic
Northwest Territories	Trout Rock Seasonal School	Ptarmigan Point Seasonal School	May 1958*	1959*	Trout Lake, NWT; Ptarmigan Point	
Northwest Territories	Tuktoyatuk		September 8, 1947	April 1, 1969*	Tuktoyatuk, NWT	
Nova Scotia	Afton		December 1913	September 1969	Afton Reserve, Paq'tnkek First Nation	Roman Catholic
Nova Scotia	Bear River		February 1, 1872	July 1, 1942	Bear River Reserve	Roman Catholic
Nova Scotia	Eskasoni		November 1, 1875	1982/1983*	Ekasoni, Nova Scotia	Roman Catholic
Nova Scotia	Indian Cove	Pictou Landing	1880	1985*		Roman Catholic

Nova Scotia	Malagawatch		January 10, 1910	April 30, 1942	Malagawatch, Nova Scotia, on a Micmac reserve	Roman Catholic
Nova Scotia	Middle River	Nyanza Wagamatcook Wagmatcookewey	November 1883	1987/1988*	Middle River/Wagmatcook Reserve	Roman Catholic
Nova Scotia	Millbrook		1898	1956	Millbrook Indian Reserve, near Truro	Roman Catholic
Nova Scotia	New Germany		September 1887	December 1926	New Germany Indian Reserve, Lunenburg County, Nova Scotia	Roman Catholic
Nova Scotia	Salmon River	St. Anne's Barra Head	1886	September 1964- September 1965*	Salmon River, Chapel Island	Roman Catholic
Nova Scotia	Shubenacadie	Micmac Indian Day School Indian Brook Day School	Fall 1894 1943	February 1930 February 14, 1997	Indian Brook Reserve	Roman Catholic
Nova Scotia	Sydney	Sydney Bay	Fall 1903	December 1964	The school was located on Kings Road Reserve until 1927, then on the Membertou Reserve at a different location in the city	Roman Catholic
Nova Scotia	Whycocomagh	Wyacocomagh	July 1874	September 1993	On Whycocomagh Reserve	Roman Catholic
Nunavut	Arctic Bay		1958*	April 1, 1970*	Arctic Bay, Baffin Island	Protestant
Nunavut	Baker Lake		January 1957*	April 1, 1970*	Baker Lake, NWT	
Nunavut	Belcher Island	The South Camp School	September 20, 1960	April 1, 1970*	At the south end of Belcher Islands	
Nunavut	Cambridge Bay		1956/1957*	April 1, 1970*	Cambridge Bay on Victoria Island	Anglican Church
Nunavut	Cape Dorset		September 26, 1950	April 1, 1970*	Cape Dorset	Non-Denominational
Nunavut	Chesterfield Inlet	Sir Joseph Bernier Joseph Bernier Victor Sammurtok	September/October, 1951*	April 1, 1970*	Chesterfield Inlet	Roman Catholic

		School				
Nunavut	Clyde River		October 30, 1960	April 1, 1970*		
Nunavut	Coppermine	Kugluktuk School	1951*	April 1, 1969*	Coppermine Settlement	Non-Denominational
Nunavut	Eskimo Point		September 21, 1959	April 1, 1970*	Eskimo Point	
Nunavut	Frobisher Bay	Apex Hill Air Base School Sir Martin Frobisher	November 1, 1955	April 1, 1970*	Frobisher Bay	
Nunavut	Gjoa Haven		September 1962*	April 1, 1969*	Gjoa Haven	
Nunavut	Grise Fiord		1962*	April 1, 1970*	South shore of Ellesmere Island	
Nunavut	Hall Beach	Hall Lake Government School	March 1967	April 1, 1970*	A community on the northeastern coast of the Melville Peninsula; Baffin Region	Anglican Church
Nunavut	Igloodik		October 3, 1960	April 1, 1970*	Igloodik	
Nunavut	Lake Harbour		1949*	April 1, 1970*	Baffin Island, Nunavut	Anglican Church
Nunavut	Pangnirtung		1956*	April 1, 1970*	Baffin Island, Nunavut Franklin District, NWT (Nunavut)	Protestant
Nunavut	Pelly Bay		1962*	April 1, 1970*	In the south bay of the Gulf of Boothia, approximately 125 miles south east of Spence Bay	Roman Catholic
Nunavut	Pond Inlet		January 1, 1961*	April 1, 1970*	Pond Inlet, NWT	Non-Denominational
Nunavut	Rankin Inlet	Rankin Inlet Federal Hostel Day School	1957*	April 1, 1970*	Rankin Inlet, NWT	
Nunavut	Repulse Bay		November 1968	April 1, 1970*	South western edge of Melville Peninsula, north of Southampton Island.	
Nunavut	Resolute Bay		1958*	April 1, 1970*	Resolute Bay	

Nunavut	Southampton Island	Coral Bay	September 1950*	April 1, 1970*	Coral Harbor, Southampton Island	
Nunavut	Spence Bay		1958*	April 1, 1970*	Spence Bay, NWT	Protestant
Nunavut	Whale Cove		January 1961*	April 1, 1970*	Keewatin Region, Rankin Inlet area on the western coast of Hudson Bay about 200 miles northeast of Churchill	Roman Catholic Protestant
Nunavut	Broughton Isle	Qiklirtarjuaq	September 1959*	April 1, 1970*	Broughton Island	
Ontario	Abitibi		1908	1933*	Abitibi, Ontario	Roman Catholic
Ontario	Albany River	Albany Mission; Albany; Albany North River; Kashechewan	1894*	1970*	Kashechewan, ON	Anglican Church
Ontario	Alnwick	Alderville Mississaugas of Alnwick	1869*	1968*	Alnwick, Ontario (1872) Alderville, Ontario (1880)	Methodist United Church
Ontario	Angling Lake	Wapekeka	September 1968*	September 1988*	Wapekeka Lake, ON; Angling Lake, ON	
Ontario	Anishinabie		1979*	1983*	Sioux Lookout District, Deer Lake, Ontario	
Ontario	Aroland		September 1949*	1974*	Nakina, Ontario*	Roman Catholic
Ontario	Attawapiskat	Attawapiskat J.R. Nakogee Elementary	1947*	1990*	Attawapiskat, Ontario	Roman Catholic
Ontario	Back Settlement	Chippewa of the Thames Muncey	1869*	June 1970*	Muncey, Ontario	Non- denominational (1894-1925); United Church
Ontario	Batchawana	Batchewana	October 2, 1912	1957*	Batchewana Bay Reserve, Ontario	Roman Catholic Church
Ontario	Bear Creek		1868-1875*	December 31, 1959	Caradoc Reserve, Ontario	Non- denominational; United Church

Ontario	Bearskin	Bearskin Lake	June 1948* 1959/1960*	1955* September 1988*	Bearskin Lake community, Michikan Lake, ON	Anglican Church
Ontario	Big Beaver House	Big Beaver House Big Beaver House	May 1955*	March 1, 1965	Sioux Lookout Agency, ON	Anglican Church
Ontario	Birch Island		October 26, 1891 September 1925*	June 30, 1907 March 1973*	Whitefish River Reserve, Ontario	Anglican Roman Catholic
Ontario	Buzwah	Buzwah's Village School Paswa	1883* September 1913	June 1904 September 1965	Manitoulin Island, Ontario	Roman Catholic
Ontario	Cape Croker (RC)	Cape Croker No. 1	1873-1880	1993*	Cape Croker Reserve, Ontario	Roman Catholic
Ontario	Cape Croker (UC)		September 1964	1983*	Cape Croker Reserve, Ontario	Non- Denominational United Church
Ontario	Cat Lake	Cat Lake Seasonal	July 19, 1935 1950*	1940* September, 1989*	Cat Lake ON	Anglican Church
Ontario	Christian Island (RC)		January 1, 1934	1971/72*	Christian Island Reserve, Cedar Point ON	Roman Catholic
Ontario	Christian Island (UC)		Before 1920	Between March 1983 and January 1994	Christian Island Reserve, Cedar Point ON	United Church
Ontario	Collins		May 1, 1946	1978/1979*	Collins, ON	Roman Catholic
Ontario	Constance Lake	Constance Lake Church of England	October 1, 1944	September, 1993*	Constance Lake Reserve, Chapleau Indian Agency, ON	Anglican Church
Ontario	Cornwall Island	Cornwall Island West	1876-1877	October 1980*	St. Regis Reserve	Roman Catholic
Ontario	Cornwall Island East		February 10, 1936	September 1958*	St. Regis Reserve	Roman Catholic
Ontario	Deer Lake		Before 1920	September 1, 1990*	Deer Lake, ON	Methodist United Church
Ontario	Deseronte		Between October 1956 and February 1959	Between February 1959 and September 1962		
Ontario	Dokis	Dokis Bay	Before 1920	1971/72*		Roman Catholic
Ontario	Eagle Lake		1960*	September 1963*	Eagle River, ON	Roman Catholic

Ontario	Emily C General		September 1990*	1990*	Six Nations Indian Reserve No. 40, Ohsweken, ON	None
Ontario	English River		May 1, 1920	Fall 1940*		Anglican Church
Ontario	Ferland School	Ferland Day School No. 370	August-September, 1953	February, 1959	Port Arthur Agency (Nakina)	Roman Catholic
Ontario	Fort Frances	Fort Francis St. Margaret's	September 1, 1968			Roman Catholic
Ontario	Fort Hope		1913*	Before January 1994*	Fort Hope, Eabamet Lake, ON	Anglican Church
Ontario	Fort Severn		June 1 1934 1939* 1954*	1936* 1940* Before January 1994*	Fort Severn, Ontario	Anglican Church
Ontario	French Bay		1868-1869 January 8, 1934	September 1933 June 1967*	Saugeen Reserve, ON	United Church
Ontario	Garden River (AC)	Garden River, Protestant	Before 1920	Between September 1965 and September 1968	Garden River Indian Reserve	Anglican Church
Ontario	Garden River (RC)	Garden River (R.C.) No. 390	1873-1874	November 1969	Garden River Indian Reserve	Roman Catholic
Ontario	Garden Village		January 3, 1906	June 5, 1943	Nipissing Indian Reserve	Roman Catholic
Ontario	Georgina Island	Georgina Island Indian Mission	At least July 1915	Jun-78	R.R. 2, Sutton West, Ontario	Methodist Church (1915-1925) United Church (1927-1974)
Ontario	Gibson	Sahanatien School Watha Band School	1882-1883	September 1958	Gibson Reserve, nine miles from Bala, ON	Methodist
Ontario	Golden Lake		1887	June 30, 1968	Golden Lake Reserve, County of Renfrew, ON	Roman Catholic
Ontario	Goulais Bay	Goulais Bay Mission Indian Day School	February 20, 1905	September 1969*	Goulais Bay Indian Reserve, Batchewaung Bay	Roman Catholic
Ontario	Graham S.S. No. 1		1920*	Between 1920 and 1925	Naughton Reserve, Thessalon Agency	Roman Catholic

Ontario	Grand Bay/McIntyre Bay	Sand Point	October 1, 1920	1942*	Off Lake Nipigon, near Macdiarmid, ON	Roman Catholic
Ontario	Grassy Narrows		September 1965	November 1992*	English River Indian Reserve No. 21, Grassy Narrows, ON	Roman Catholic
Ontario	Gull Bay		August 1, 1915 October 1928*	June 30, 1919 1992-1995*	Gull River Indian Reserve No. 55, on Gull Bay	Roman Catholic
Ontario	Henry Coaster Memorial	Ogoki Indian Day School Marten Falls Reserve Day School Ogoki Post Day	September 8, 1970	Before January 1994*	Ogoki Post, via Nakina, ON	None
Ontario	Henvey Inlet	Miller School (Henvey's Inlet)	1880* September 1921	1925	On an inlet of Georgian Bay, ON.	Non-Denominational
Ontario	Hornepayne	Hornepayne Seasonal School	1951*	1962*	Nakina Agency, ON	Anglican Church
Ontario	I L Thomas	Six Nations B*	September 1990*	1990*	Six Nations Indian Reserve No. 40, Ohsweken, ON	None
Ontario	Islington	Whitedog Indian Day School	13-Aug-55	Before 1991*	Whitedog, Islington Reserve No. 29	Anglican Church
Ontario	J.C. Hill Sr. Elementary School	J.C. Hill Junior School	1969*	1990*	Six Nations Indian Reserve No. 40, Ohsweken, ON	None
Ontario	Jamieson		1976*	1990*	Ohsweken Indian Reserve, No. 40, Six Nations, Ohsweken, ON	None
Ontario	Kaboni		September 4, 1916	Between 1983 and 1988	Kaboni, Wikwemikong Unceded Indian Reserve No.26	Roman Catholic
Ontario	Kamisquabika		1979*	September 1, 1988	Kingfisher Lake, ON	None
Ontario	Kasabanika Lake		May 1961*	1979-1980*	Kassabonika Lake, ON	Anglican Church
Ontario	Kashachewan School	St. Andrews Kashachewan Elementary	1970*	1994*	Kashechewan, ON (Albany River)	None

Ontario	Kettle Point	Kettle Point Kindergarten	1870	September 1, 1990	Kettle Point Reserve near Forest, ON	Anglican Church
Ontario	Kingfisher Lake		September 1966*	1977*	Kingfisher Lake, ON	Non-Denominational
Ontario	Lac La Croix	Lac La Croix 407, Lac La Croix Elementary	Summer 1951*	1975*	Neguaguon Lake, Lac La Croix Reserve 25D, ON	Roman Catholic
Ontario	Lac Seul	Frenchman's Head Treaty Point Canoe River School	April 1922 Summer 1949 Summer 1960 1970*	1923* Fall 1956 Fall 1961 1994*	Lac Seul, ON	Anglican Church Methodist
Ontario	Lake Helen		September 30, 1881	1966-1967	Lake Helen, four miles from the Red Rock or Lake Helen reserve, two miles from the town of Nipigon, ON	Roman Catholic
Ontario	Lakeview		1948*	Between April 1980 and March 1981	M'Chigeeng Indian Reserve, Manitoulin Island, Ontario	Roman Catholic
Ontario	Lansdowne House (AC)	Lansdowne House, Neskantaga Elementary, Lansdowne House C. of E.	June 1948	September 1994*	Lansdowne House, ON	Anglican Church
Ontario	Lansdowne House (RC)	Lansdowne House Seasonal, Lansdowne House RC	September 1955*	September 1971*	Lansdowne House, ON	Roman Catholic
Ontario	Long Lac	Longlac Long Lac (Marten Falls),	November 1, 1945	1971/1972*	Long Lac Reserve, Long Lac, ON	Roman Catholic
Ontario	Lower French River	Rivière des Français au bas	September 1922*	1971-1972*	Henvey Inlet Reserve, R.R. 2, Rutter, ON	Roman Catholic
Ontario	MacDiarmid Indian Day School	Macdiarmid	1951*	September 1, 1961	MacDiarmid, ON	Roman Catholic

Ontario	Magnetawan	Maganatawan Maganetawan Magnetewan Byng Inlet School	September 1924*	July 1945		Non-denominational
Ontario	Manitou Rapids		Before 1920	September 1955*	Manitou Rapids Indian Reserve in Rainy River, Ontario	Anglican Church
Ontario	Martin Falls	Long Lac Long Lake	Summer 1921 March 9, 1936	Fall 1921 September 1941*	Ogoki, 180 kilometers from Nakina	
Ontario	Mattagami	Metagami	September 1939* 1978*	May 1966* 1982/1983*	Mattagami Indian Reserve No. 71	Anglican Church
Ontario	Mattice		Between 1920 and 1925	Between 1925 and 1933		
Ontario	Michipicoten Harbour		1882 1930*	1915* 1948*	Michipicoten River, ON	Roman Catholic
Ontario	Missabay	Missabay Community School	September 1979*	September 1992*	New Osnaburgh, Ontario	Non-denominational
Ontario	Mission Bay	Squaw Bay School Fort William	Before 1920	Between September 1965 and September 1968	Fort William Reserve, Ontario,	Roman Catholic
Ontario	Mississauga River	Mississauga Mississauga R.C.	1879	Before 1991*	Mississauga River Indian Reserve, north shore of Georgian Bay	Roman Catholic
Ontario	Mistikwospwogan		Between September 1965 and September 1968	Between March 1983 and January 1994		
Ontario	Mobert	Plc Mobert	November 18, 1929	March 1981*	Mobert Indian Reserve n. 82, Mobert, Ontario, 22 miles from White River	Roman Catholic
Ontario	Mohawk Day	Mohawk School Block	September 1, 1968	June 30, 1970		
Ontario	Moose Deer Point		October 1, 1916	1950*	Moose Deer Point Reserve	Non-denominational
Ontario	Moose Factory No. 2		1955*	January 1, 1957		

Ontario	Moose Fort		1905* 1947*	1940* 1968*	Moose Fort Reserve, James Bay, ON	Anglican Church
Ontario	Moose River	French Post	February 1911	1927*	"Moose River Post / French Post near Moose Fort"	Anglican Church
Ontario	Moraviantown	Moravians of the Thames, Moraviantown Kindergarten	Before 1867	February 1991*	Moravian Indian Reserve No. 47, Township of Orford, County of Elgin, on the River Thames, RR#3 Thamesville, ON	Moravian Church (1867-1903) Methodist Church (1915-1925) United Church (1927-1970)
Ontario	Mount Elgin	Mt. Elgin Continuational, Mount Elgin Senior, Mount Elgin Intermediate, Mount Elgin (UC) No. 009, Mt. Elgin Indian Day School No. 468C	1946-1947*	September 1, 1992	Near the River Thames on the Caradoc Reserve, near the town of Muncey, in the Township of Caradoc, Middlesex County, ON	United Church
Ontario	Mountain Village		Before 1920 September 1949*	June 30, 1922 1968*	Mountain Village, Fort William Reserve, Ontario	Roman Catholic
Ontario	Mountbatten	Mount Batten	October 1948*	May 19, 1966*	Nemegos, ON Tophet, ON	Anglican Church
Ontario	Mud Lake	Chemong Mud Lake (Curve Lake) Chemong (Curve Lake)	1921*	June 1978	Curve Lake, ON	Anglican Church (1896) Roman Catholic (1915-1973)
Ontario	Muncey	Lower Muncey	1877-1881	1942*	Caradoc Reserve, Middlesex County, RR#1 Mount Brydges, ON	Anglican Church
Ontario	Murray Hill		May 26, 1948	November 1, 1965	Maiangowi Settlement, Manitoulin Island Indian Reserve,	Roman Catholic
Ontario	Muskrat Dam		March 1968*	March 1974*	Muskrat Dam, ON via Bearskin Lake	

Ontario	Native Sena		1987*	September 1993*	Weagamow Lake Reserve 87, ON	
Ontario	Native Sena Elementary		December 28, 1979	May 4, 1983	Round Lake Settlement, Weagamow Lake, ON	
Ontario	Naughton School		September 5, 1950	September 1964	Naughton, White Fish Reservation, ON	Methodist (1891- 1905) Roman Catholic (1919-1959)
Ontario	New Credit	Mississagua New Credit School	Before 1920	Between 1991 and January 1994	New Credit Reserve, ON	Anglican Church
Ontario	New Credit Central	New Credit #5	1957/58*	1960*	New Credit Reserve, ON	Anglican Church
Ontario	Northwest Angle School	N.W. Angle	1970	September 1980	Northwest Angle Indian Reserve No. 34C, ON	
Ontario	Northwest Bay	Northwest Bay – 499	September 1951	June 30 or September 1, 1969*	Naicatchewenin, or Rainy Lake Reserve No. 17A, Northwest Bay near Devlin, ON	Roman Catholic
Ontario	Ogoki	Ogoki Seasonal School Ogoki RC	Summer 1954*	March 1, 1965	Ogoki, 180 kilometers from Nakina, ON	Roman Catholic
Ontario	Ohsweken Central	Six Nations Central	November 1953	1969*	Six Nations Indian Reserve No. 40, Ohsweken, ON	Anglican Church
Ontario	Ojibbewas		1956*	Between March 1983 and January 1994		Presbyterian
Ontario	Oliver M Smith	Six Nations A*	September 1990*	1990*	Six Nations Indian Reserve No. 40, Ohsweken, ON	None
Ontario	Oneida No. 1		1864/1865	September 1968*	Oneida Reserve in the Township of Delaware, Middlesex County	United Church
Ontario	Oneida No. 2	Oneida No. 2 [Primary; Junior; Senior]	1873-1879	September 1968*	Oneida Reserve in the Township of Delaware, Middlesex County	Anglican (1881- 1885) United Church (1955-1964)

Ontario	Oneida No. 3	S.S. #3 Oneida	1882*	September 1968*	Oneida Reserve in the Township of Delaware, Middlesex County	Anglican (1881-1925) United Church (1944-1965)
Ontario	Oneida No. 4		April 1951	September 1968*	Oneida Reserve in the Township of Delaware, Middlesex County	United Church (1955-1964)
Ontario	Osnaburgh	Osnaburgh Seasonal Missabay Community School	1947* 1956*	1949* 1991-1992*	Osnaburgh House, ON	Anglican Church
Ontario	Pays Plat	Pays Plat Seasonal	1950*	1951* 1954*	Pays Plat, north shore of Lake Superior, ON	Roman Catholic
Ontario	Pelican Lake		September 1, 1968	June 30, 1973		
Ontario	Pic	Pic River Heron Bay School	June 1, 1927 September 1928	August 6, 1927 April 1997*	Pic River Reserve No. 50, Heron Bay, ON	Roman Catholic
Ontario	Pickle Lake School	Pickle Lake, Pickle Lake Seasonal	May 26, 1948*	1962*	Pickle Lake District, ON	Anglican Church
Ontario	Pikangikum	Pekangikum	1926*	September 1988	Pikangikum, ON	United Church
Ontario	Ponask		1979*	September 1988	56km north of Sachigo Lake, ON	
Ontario	Pontiac School	Wikwemikong #26 School	1958*	1988*	Wikwemikong Unceded Indian Reserve No. 26, Wikwemikong, ON	Roman Catholic
Ontario	Poplar Hill (Mennonite)		1953*	September 1, 1962*	Poplar Hill, ON	Mennonite
Ontario	Poplar Hill (RC)	St. Theresa R.C.	Summer 1956*	1982-1983*	Poplar Hill, ON	Roman Catholic
Ontario	Port Elgin	No. 3 Port Elgin Little Port Elgin Port Elgin U.C.	1874-1880*	Between September 1963 and September 1964	Port Elgin, ON	United Church
Ontario	Quinte Mohawk	Mohawks Bay of Quinte Tyendinaga Tyendinaga #38	October 1960*	1990*	Quinte Mohawk Reserve, Deseronto, ON	Anglican Church

Ontario	Rabbit Island	Rabbit Island Indian Day School No. 455	September 19, 1938	September 1963*	Manitoulin Island Reserve, 3.5 miles from Wikwemikong, in the Manitoulin Island Agency	Roman Catholic
Ontario	Rama		Before 1920	Between September 1964 and September 1965		United Church
Ontario	Rat Portage		September 1954	January 1966*	On the Rat Portage Reserve Near Kenora, ON	Presbyterian
Ontario	River Settlement	Caradoc	1873/1874	Between October 1956 and February 1959*	Chippewa of the Thames Reserve along on the Thames River, Caradoc Township, Middlesex County	United Church
Ontario	Round Lake		September 13, 1952	Between 1991 and January 1994	Weagamo Lake, ON	Anglican Church
Ontario	Ryerson	Perry Island	Before 1920	Between 1979/1980 and 1982/1983	On Parry Island, two miles from Parry Sound	United Church
Ontario	Sabaskong	Sab, Assabaska, Sabasbong Indian Day School, Sabaskong Bay, Sabaskong School #367, New Sabaskong 367, 001 Sabaskong, 002 Sabaskong, Sabaskong School 479, Sabaskong R.C	September 1956	April 1977*	Sabaskong Reserve No. 35D near Nestor Falls, ON	Roman Catholic
Ontario	Sachigo	Sachigo Lake, Martin Mckay Memorial, Ponask	June 5, 1956*	September 1989*	Sachigo, ON	Anglican Church
Ontario	Sagamok	Sagamook, Sagamok R.C., River Road School	June 1884* January 1, 1936	September 1930* September 1972*	On the north shore of the north channel of Lake Huron along the south	Roman Catholic

					bank of the Spanish River	
Ontario	Saint Anne's	Fort Albany (RC)	1977*	1986*	Fort Albany First Nation	
Ontario	Samson Beardy	Samson Beardy Memorial	December 28, 1978*	September 1988	Muskrat Dam, ON	
Ontario	Sandy Lake (RC)	Sandy Lake RC Seasonal, Sandy Lake #4S9, Sandy Lake 494-013 RC	September 19S6 September 19S9	April 19S8 Between January 1971 and March 1974*	Sandy Lake Reserve, 200 miles north of Sioux Lookout, ON	Roman Catholic
Ontario	Sandy Lake (UC)	Sandy Lake Seasonal, Sandy Lake AC, Sandy Lake #364, Sandy Lake #004, Sandy Lake #482	September 19S6	Between March 1974 and February 1983*	Sandy Lake Reserve, 200 miles north of Sioux Lookout, ON	United Church
Ontario	Saugeen Village	Saugeen	1868-1869*	March 1974*	Chippewa Hill, Saugeen Reserve, ON	Methodist United Church
Ontario	Scotch Settlement	Scotch Settlement School 426, Scotch Settlement Federal	1883*	June 1968	Saugeen Reserve, Southampton, ON	United Church
Ontario	Seine River	Seine River Day - 4S6	December 1904 January 13, 1937 1946* September 19S3	June 1911 September 1942 September 19S2 1972-1973*	Wild Potato Lake, Seine River Reserve 23A, ON	Roman Catholic
Ontario	Serpent River	Kenabutch, Serpent River Federal, Serpent River (Cutler)	June 187S	June 1973	East of the mouth of the Serpent River	Roman Catholic
Ontario	Shawanaga	Shewanaga	1880	1961*	Shawanaga, ON	Anglican Church
Ontario	Shawanosowe		1969*	1982*	Sucker Creek Indian Reserve No. 23, Birch Island, ON	Roman Catholic
Ontario	Sheguiandah (AC)	Sheshegwaning Sheguiandah	April 1, 1867*	Between March 1983 and January 1994	Sheguiandah Reserve, ON	Anglican Church
Ontario	Sheguiandah (RC)	Sheguiandah Reserve, Ontario	September 1929	June 30, 1937	Near Sheguiandah Reserve, Ontario	Roman Catholic

Ontario	Sheshegwaning (AC)	Sheshegwaning C.E., Sheshegwaning Anglican, Sheshegwaning No. 431	October 1, 1913	1932-1939*	Sheshegwaning on Manitoulin Island, across Bayfield Sound from Barrie Island	Anglican Church
Ontario	Sheshegwaning (RC)	Sheshegwaning Federal (107)	1880-1884*	1990*	Sheshegwaning on Manitoulin Island, across Bayfield Sound from Barrie Island	Roman Catholic
Ontario	Sldney Bay	Sydney Bay	1874-1880*	1964*	Cape Croker Reserve, Warton, Ont	Roman Catholic (1956-1957) United Church (1959-1963)
Ontario	Sinclair Island Federal School					
Ontario	Sineonokway Native		September 1979*	1991-1992*	Kasabonika Lake, ON	
Ontario	Six Nations No. 1	S. S. #1 Tuscarora	1892-1893	September 1990	Six Nations Reserve #40, Ohsweken	Anglican Church
Ontario	Six Nations No. 10	Onondaga School S. S. #10 Tuscarora	1870*	September 1990	Six Nations Reserve #40, Ohsweken	Anglican Church
Ontario	Six Nations No. 11	No. 11 School, Oneida (Cayuga) S. S. #11 Tuscarora	1871-1880 *	September 1990	Six Nations Reserve #40, Ohsweken	Anglican Church
Ontario	Six Nations No. 12	S. S. #12 Tuscarora	1873*	September 1990	Six Nations Reserve #40, Ohsweken	Wesleyan Missionary Society (1874 to 1879) Anglican Church of Canada (1880; 1956 to 1977)
Ontario	Six Nations No. 2	No. 2 School (Ohsweken)	1869	1962*	Six Nations Reserve #40, Ohsweken	Anglican Church
Ontario	Six Nations No. 3	No. 3 School (Smith's) S.S. #3 Tuscarora	1869	September 1990	Six Nations Reserve #40, Ohsweken	Anglican Church

Ontario	Six Nations No. 4	S.S. #4 Tuscarora	1869-1879 *	1980-1981*	Six Nations Reserve #40, Ohsweken	Anglican Church
Ontario	Six Nations No. 5	No. 5 School (Delaware) S. S. #5 Tuscarora	1869	July 1987*	Six Nations Reserve #40, Ohsweken	Anglican Church
Ontario	Six Nations No. 6	No. 6 School S. S. #6 Tuscarora	1869	September 1990	Six Nations Reserve #40, Ohsweken	Anglican Church
Ontario	Six Nations No. 7	No. 7 Strong's School S. S. #7 Tuscarora	1869	July 1987*	Six Nations Reserve #40, Ohsweken	Anglican Church
Ontario	Six Nations No. 8	S. S. #8 Tuscarora	Between 1869 and 1893	September 1990	Six Nations Reserve #40, Ohsweken	Anglican Church
Ontario	Six Nations No. 9	S.S. #9 Tuscarora	1869	1984/1985*	Six Nations Reserve #40, Ohsweken	Anglican Church
Ontario	South Bay		1877 1955*	1925 September 1963*	Manitoulin Island	Roman Catholic
Ontario	Spanish River		1889	September 1961	Spanish River, ON	Roman Catholic (1890-1892) Anglican Church (1894-1961)
Ontario	St. Clair	St. Clair Reserve (Sarnia)	1881*	Between 1920 and 1925		
Ontario	St. Mary's	St. Mary's School Block	September 1, 1968	June 30, 1972		
Ontario	Standing Stone	Oneida of the Thames Oneida School	September 1968*	September 1993*	Oneida Indian Reserve No. 41	
Ontario	Stony Point	Stoney Point	1880	June 1942	Located on the Stony Point Reserve	
Ontario	Sucker Creek		1886	1962*	Sucker Creek Reserve	Anglican Church
Ontario	Timagami	Bear Island Temagami Temogami	1904*	1951*	On Bear Island	Roman Catholic
Ontario	Trout Lake	Big Trout Lake IDS	1930*	1988*	Big Trout Lake, ON	Anglican Church

Ontario	Tyendinaga (Central)	Tyendinaga, No. 3	1882	September 1967*	On the Tyendinaga Reserve	Anglican Church
Ontario	Tyendinaga (Eastern)	Tyendinaga, No. 1	1882	September 1967*	On the Tyendinaga Reserve	Anglican Church
Ontario	Tyendinaga (Mission)	Tyendinaga, No. 4	1883	October 1956*	On the Tyendinaga Reserve	Roman Catholic
Ontario	Tyendinaga (Western)	Tyendinaga, No. 2	1882	September 1967*	On the Tyendinaga Reserve	Anglican Church
Ontario	Victoria Linklater	North Spirit Lake	1963*	September 1990*	North Spirit Lake, ON	
Ontario	Wabigoon	Wabigon Wabegoon	1956*	1969*	Wabigoon Reserve	Presbyterian
Ontario	Wabunung	Wabung (Manitoulin) School	1972*	1983*	Unceded Indian Reserve No. 26, Wikwemikong, ON	Roman Catholic
Ontario	Walpole Island No. 1		Before 1920	September 1, 1990	Walpole Island Reserve	Anglican Church
Ontario	Walpole Island No. 2		1880	1968*	Walpole Island Reserve	Anglican Church
Ontario	Walpole Island No. 3		1959*	1968*	Walpole Island Reserve	
Ontario	Webequie School	Webequi Webeque	September 1964	1994*	Webequie, ON, Nakina Agency	Anglican Church
Ontario	Weeneesk	Weenusk	Summer 1948* Summer 1957 Summer 1969*	1955 April 7, 1966 March 1974*	Weenisk, ON	Roman Catholic
Ontario	West Bay		1875	1966*	West Bay Reserve	Roman Catholic
Ontario	Whitefish Bay	St. Andrew's	August 1925*	September 1978*	Whitefish Bay Reserve	Roman Catholic
Ontario	Whitefish Lake	White Fish	September 1880	1955*	At Lake Penache on the Whitefish Lake Reserve	Roman Catholic
Ontario	Whitefish River		1884	1992*		
Ontario	Whitesand		July 1930 September 1940*	January 12, 1938 September 1941*	Whitesand Reserve, ON, near Lake Nipigon	
Ontario	Wikwemikong	Wikwemiking Indian Day School	Before 1920	1988*	Wikwemikong, ON	Roman Catholic
Ontario	Wikwemikong Senior		1967*	1971*	Wikwemikong, ON	Roman Catholic
Ontario	Winisk		September 1979*	June 14, 1985*	Winisk Indian Reserve No. 90, Winisk, ON	

Ontario	Wunnumin Lake		October 1960*	September 1988*	Wunnumin Lake Indian Reserve	Anglican Church
Prince Edward Island	Lennox Island	John J. Sark Memorial	1869	1987/1988*	Lennox Island Reserve	Roman Catholic
Prince Edward Island	Rocky Point		October 1915	June 1922	East side of Charlottetown Harbour, at a former Micmac campsite acquired by the Government of Prince Edward Island for the use of the Rocky Point Band, Prince Edward Island	
Quebec	Barrière Lake	Barrière	June 1924* 1950*	1930* September 1964	Lac Barrière band, Quebec	Roman Catholic
Quebec	Bersimis	Betsiamites Ecole Indienne de Betsiamites	1901	1981/1982*		Roman Catholic
Quebec	Brennan's Lake	Brennan Lake	October 17, 1921	September 1941	Brennan's Lake, Timiskaming, Quebec	Roman Catholic
Quebec	Caughnawaga		Between 1920 and 1925	Between September 1968 and January 1971		Presbyterian United Church
Quebec	Caughnawaga - Boys		1868	1923/1924	Caughnawaga village, now Kahnawake, on the St. Lawrence River, opposite Lachine, Quebec	Roman Catholic
Quebec	Caughnawaga - Bush	Sacred Heart Bush School Caughnawaga Bush No. 303	1907	1945*	Three miles from the village of Caughnawaga, now Kahnawake, in the farming section towards the southeast end of the reserve	Roman Catholic
Quebec	Caughnawaga - Girls		1891	1923/1924	Caughnawaga village, now Kahnawake, on the St. Lawrence River,	Roman Catholic

					opposite Lachine, Quebec	
Quebec	Caughnawaga - Mission		Between 1933 and 1939	Between 1939 and October 1956		Methodist
Quebec	Caughnawaga - R.C.	Kateri School (girls section) Eastern School (boys section)	1924	August 1969	The school site was described as occupying lots 85, 92, 93, and 94 in the village of Caughnawaga, Quebec (now Kahnawa:ke)	Roman Catholic
Quebec	Caughnawaga - St. Isidore	Caughnawaga St. Isidore Road	1911	1953*	Located at the farming community in the western portion of the Caughnawaga (now Kahnawa:ke)	Roman Catholic
Quebec	Caughnawaga Continuation			1923/1924	Caughnawaga village, now Kahnawa:ke, on the St. Lawrence River, opposite Lachine, Quebec	Roman Catholic
Quebec	Chenail	Akwesasne Chenail	1881	1991*	The Chenail Reserve, St. Regis Agency, on the mainland opposite Yellow Island in the province of Quebec.	Roman Catholic
Quebec	Chetlain		December 3, 1913	July 1948*	St. Regis Reserve, Huntington County, Quebec, "across the river from Cornwall, Ont."	Non- Denominational
Quebec	Congo Bridge	Congway	1905	1985-1986*	Maniwaki Reserve, Quebec	Roman Catholic Non- denominational
Quebec	Eastmain	East Main Wabannutao Eyou School	July 1939	1977*	Eastmain, Quebec	Anglican Church

Quebec	Fort George (AC)		1895	July 1939*	Conducted at the Anglican Church, Fort George Indian Reserve, East Main Coast, James Bay Agency, Abitibi District, Quebec	Episcopal Church Anglican Church
Quebec	Grand Lake Victoria	Grand Lac Victoria	June 1923	September 1926	Grand Lake Victoria, Outside Treaty, Quebec	
Quebec	Hunter's Point		June 1907 October 1920	1910 1940*	Hunter's Point, Kippewa Lake, Quebec; included in the Temiskaming Agency and relating to the Kipawa and Grassy Lake Band.	Roman Catholic
Quebec	Karonhianonha	Karonianona 311/004 Karonhianonha 373/004 Karonhianonha 102 Karonhianonha 1026	September 1966	September 1988	Caughnawaga Reserve No. 14	Roman Catholic
Quebec	Kateri	Kateri 373/002 Kateri R. C. 103	September 1969	September 1988	Village of Caughnawaga, Caughnawaga Reserve No. 14 (now Kahnawake)	Roman Catholic
Quebec	Kawennanoron	Kawennanoron 373/001 Kawennanoron 104	1969	September 1988	Caughnawaga Reserve No. 14 (now Kahnawake)	Anglican Church
Quebec	Knob Lake	Knob Lake A.C./C.E. Knob Lake Protestant Schefferville Protestant	September 1958	July 16, 1966	Located "not far" from the Knob Lake R.C. Indian Day School, which was located within the boundaries of the Reserve, a few miles from the town of Schefferville	Anglican Church

Quebec	Knob Lake R.C. School	Schefferville (Knob Lake) Indian School No. 315 N.-D. [Notre-Dame] des Indiens Schefferville R.C.	January 1957	July 1970	Located within the boundaries of the Reserve, a few miles from the town of Schefferville. The school was included in the Bersimis-Seven Islands Education District, Quebec	Roman Catholic
Quebec	Lake Simon	Lac Simon	1922	September 21, 1929	Lake Simon Reserve, Lake [Lac] Simon, Quebec. Included in the Temiskaming Agency	Roman Catholic
Quebec	Long Point	Winneway's River Long [Longue] Point Summer School	1911 November 1950	October 31, 1937 October 1, 1958	Long Point, Timiskaming Agency, Quebec	Roman Catholic
Quebec	Lorette	Hurons of Lorette	1865	1982-1983*	Lorette Reserve No. 7, Wendake, Quebec	Roman Catholic
Quebec	Maliotenam	Maliotenam (Sept-Îles) R.C. School Maliatenam	April 1, 1969*	1981*	Located on Maliotenam Reserve, Sept-Îles (Seven Islands) District, Quebec	Roman Catholic
Quebec	Manawon	Manouan Manouane Wapoc	June 7, 1928	1989-1990*	St-Michel-des-Saints, Quebec Manawan Mission, Casey, Quebec Manowan Indian Reserve	Roman Catholic
Quebec	Maniwaki	River Desert Day School Ottawa Road Day School	1868	June 1955	Kitigan Zibi Anishinabeg First Nation	Roman Catholic Non-Denominational
Quebec	Maria		1864	November 1963*	Gesgapegiag, Quebec	Roman Catholic
Quebec	Minigan	Mingan Teuàikan	1949* February 18, 1965	February 1959* 1989-1990*	Mingan, Quebec	

Quebec	Mistassini	Mistissini St. John's Seasonal School Mistassini Lake Indian School Mistassine	April 1911 1937	1931 1977	Mistassini, Quebec Baie du Poste, Quebec Mistassini Reserve, Quebec	Anglican Church
Quebec	Moisie River	Moisie	1923 November 1948	1928 August 1952*	Located on the Moisie River Reserve, Seven Islands Agency, Quebec	
Quebec	Natashquan	Ecole Indienne de Natashquan	1948* September 1957	June 1956 1989/1990*	Natashquan Reserve, Quebec	Roman Catholic
Quebec	Nemaska	Nemiska	September 13, 1952	September 1, 1965	Nemaska, Quebec	Anglican Church
Quebec	Obedjiwan	Obejiwan	June 1, 1924	1990/1991	Obedjiwan, Quebec	Roman Catholic
Quebec	Oka Country	Oka #323 Kanestake	1880	June 1994*	Lake of Two Mountains, Oka, Quebec Kanesatake, Oka Indian Reserve No. 16, Quebec	Methodist United Church
Quebec	Oka Village	Lake of Two Mountains (Wesleyan)	1874	1957-1958*	Lake of Two Mountains, Oka, Quebec	Methodist United Church
Quebec	Paint Hills	Old Factory River Old Factory C.E. Factory River Wemindji	Summer 1949	1977*	At Paint Hills. The location of the school was sometimes identified as Nouveau-Comptoir	Anglican Church
Quebec	Pierreville (AC)	St. Frances (C.E) Pierreville Protestant Abenaki Indian School	Pre-Confederation	September 1941	Located on a lot between the road to the ferry and the road to Pierreville on the Pierreville Indian Reserve, also known as the St. Francis Reserve, Quebec	Anglican Church

Quebec	Pierreville (RC)	St. Francis (St. Frances) St. Joseph's St. Frances Academy Abenakis Odanak	Pre-Confederation	September 1, 1958	At St. François du Lac, Yamaska County, Quebec or as Abenakis, Pierreville or Odanak Indian Village, Quebec	Roman Catholic
Quebec	Pointe Bleue	Amishk Montagnais of Lake St. John (Lac St. Jean) Point Blue	1874-1875 June 1968	September 1960 Between 1982- 1983*	Lake St. John, Quebec Point(e) Bleue (Blue), Quebec Ouatouchouan Indian Reserve, Quebec	Roman Catholic
Quebec	Rapid Lake		September 1971*	September 1993*	Rapid Lake, Quebec	None
Quebec	Restigouche	Mission Point Micmacs of Restigouche	Before 1864	June 1961	Mission Point, Quebec Mission of Restigouche, Quebec Restigouche, Quebec Ste. Anne de Restigouche, Quebec Cross-Point, Quebec	Roman Catholic
Quebec	Romaine Indian Day School	(La) Romaine	1949	September 1, 1968	Located on the La Romaine Reserve in the St. Augustine Agency, Quebec. Located on the north shore of the St. Lawrence in Saguenay County, was also known as Gethsemane.	Roman Catholic
Quebec	Rupert's House	Ruperts House Waskaganish	1896/1897	September 1977	Rupert's (Ruperts or Rupert) House, Quebec Fort Rupert, Quebec	Anglican Church
Quebec	Sanmaur	Sanmaur Kindergarten	October 1967*	June 1973	Located in Sanmaur, Quebec, on the west bank of the Saint- Maurice River across from Weymontachie.	Roman Catholic

Quebec	Sept-Îles	Seven Islands	1931 October 13, 1947	January 1932 September 1, 1959	Located on the Sept-Îles Reserve, also known as Seven Islands, located about 12 miles from the city of Sept-Îles [BAX-000910]. The reserve was later re-named Maliotenam.	Roman Catholic
Quebec	St. Augustin		Between October 1956 and February 1959	Between February 1959 and September 1962		Roman Catholic
Quebec	St. Regis Island		1885	1953*	St. Regis Island School was located on the St. Regis Reserve on the St. Lawrence River, QC	Roman Catholic
Quebec	St. Regis Village	Village School St. Regis Village R.C.	1836	1990*		Roman Catholic
Quebec	Timiskaming	Temiskaming R.C. Témiscamingue Notre-Dame-du-Nord Kiwetin Kikinamading	1874/1875	July 1991*	Notre-Dame-du-Nord, Quebec North Timiskaming, Quebec Temiskaming Indian Reserve No. 19, Quebec	Roman Catholic
Quebec	Waswanipi	St. Barnabas Mission School	1914	September 1963*	Waswanipi Reserve, Abitibi Agency, Province of Quebec The Bishop of Moosonee described the "Waswonopy" Mission as located about 100 miles northeast of the Bell River Crossing of the Grand Trunk Transcontinental.	Anglican Church

Quebec	Weymontaching	Weymontaching (Weymontachie) Weymontachie	June 1925	September 1, 1985	Weymontaching, Quebec Weymontachie Indian Reserve No. 23, Quebec Wemotaci, Quebec Sanmaur, Quebec	Roman Catholic
Quebec	Wolf Lake		July 1911	June 30, 1932	Kippiwa Indians, Wolf Lake, Quebec	Roman Catholic
Saskatchewan	Ahtahkakoops	Ahtakakooop Sandy Lake	1878	September 1, 1990	Ahtakakoops Reserve	Anglican Church
Saskatchewan	Assiniboine		1886	1989	Located on Assiniboine Reserve, situated about a quarter of a mile from the agency buildings	Roman Catholic United Church Presbyterian Church
Saskatchewan	Beardy's	Beardy Beardy and Okemasis	January 7, 1957	September 1984		Roman Catholic
Saskatchewan	Big Island Lake	Chief Napayo Memorial Chief Napayo Big Head School Big Island	September 1, 1934	June 30, 1986*	Pierceland or Northern Pine, Saskatchewan	Roman Catholic
Saskatchewan	Big River (AC)	Kinoomootaya	1901	1976*	Big River Indian Reserve No. 118	Anglican Church
Saskatchewan	Big River (RC)		1940*	1976*	Big River Indian Reserve No. 118	Roman Catholic
Saskatchewan	Black Lake		June 13, 1955 September 1, 1972	September 1, 1968 June 30, 1986	Black Lake School was located on Chicken Indian Reserve No. 224, in Black Lake, Saskatchewan	Roman Catholic
Saskatchewan	Canoe Lake		1958*	1989*	Canoe Lake Indian Reserve No. 165 in Canoe Narrows, Saskatchewan. The school was on the whole of Lot 2.	Roman Catholic

Saskatchewan	Chakoo		September 1, 1960	September 1, 1974*	Located on the Pelican Narrows Reserve, a hand drawn map showed Pelican Narrows located near the Saskatchewan-Manitoba border.	Roman Catholic
Saskatchewan	Chitek Lake	Pelican Lake Chamakese	1938	September 1, 1990*	Pelican Lake Band, Chitek Lake Reserve No. 191	Anglican Church
Saskatchewan	Cote	Cote Old School Cote Improved Pelly Cote #1 Crow Stand Crowstand	1882*	1989	Cote Reserve, Saskatchewan	Presbyterian United Church
Saskatchewan	Cote No 2	Hillside Cote New School	September 1951	1961/1962*	Cote Reserve, Saskatchewan	United Church Roman Catholic
Saskatchewan	Cote No 3	Whitesand	June 1954*	June 1969	Pelly Agency, Cote Reserve, Saskatchewan	Roman Catholic
Saskatchewan	Cote No 4		1958*	February 13, 1961	Near Kamsack, Saskatchewan	Roman Catholic
Saskatchewan	Cowessess	Cowessess Kindergarten	February 1956*	September 1982*		
Saskatchewan	Day Star's	Day Stars Day Star	1888 1948	1945 1972	Located near Punnichy Saskatchewan on the Day Star Reserve	Anglican Church
Saskatchewan	Duck Lake	Duck Lake School Block	September 1, 1969	1982*		
Saskatchewan	File Hills		September 1949	June 1966*	Near the boundaries of the Okanese Reserve	United Church
Saskatchewan	File Hills Colony (RC)	Peepeekisis	April 1, 1957	September 1, 1988	Located on the Peepeekisis Indian Reserve No. 81	Roman Catholic
Saskatchewan	File Hills Colony (UC)		February 1950*	September 1, 1962	Located on the Peepeekisis Indian Reserve No. 81	United Church

Saskatchewan	Fishing Lake		March 1904	1972	Located on the Fishing Lake reserve near Wadena, Saskatchewan	Anglican Church
Saskatchewan	Fond du Lac		September 1949* September 1, 1972	September 1, 1968 July 1, 1985	Located in Fond du Lac, Saskatchewan and 60 miles from the Stony Rapids Indian Day School	Roman Catholic
Saskatchewan	Fort à la Corne (North)	James Smith (North) North Fort a la Corne	1886	October 9, 1962	Located on the north end of the James Smith Reserve	Anglican Church
Saskatchewan	Fort à la Corne (South)	James Smith (South) South Fort a La Corne	1904	May 1960*	Located in the south end of the James Smith Reserve	
Saskatchewan	Gordon's (AC)		September 1, 1968	July 1992		Anglican Church
Saskatchewan	Gordon's Day School (RC)	Gordon Kindergarten	1954	1980	Located on the Gordon's Reserve at Punnichy, Saskatchewan	Roman Catholic
Saskatchewan	James Smith	James Smith Central	September 1960	September 1977	James Smith Reserve, at the center of the reserve	Anglican Church
Saskatchewan	John Smith	John Smith's	1881	September 1954*	John Smith's Reserve located in Puckahn, Saskatchewan or Davis Saskatchewan	
Saskatchewan	Jubilee		September 1, 1952	September 1, 1964	On the Kahkewistahaw Indian Reserve	United Church
Saskatchewan	Kakishiwai	Ochapowace East	February 1961	1968*	Located 9 miles from the Ochapowace Indian Day School	United Church
Saskatchewan	Key (AC)	Keys	1885	September 1967	Key Indian reserve, 16 miles northwest of Kamsack, SK	Anglican Church
Saskatchewan	Key (RC)		September 1, 1957	September, 1961	Key Indian reserve, 16 miles northwest of Kamsack, SK	Roman Catholic

Saskatchewan	Kinistino		1938	1981*	Located near Chagoness, Saskatchewan on the Kinistino Reserve	Anglican Church
Saskatchewan	La Plonge High		September 1, 1974*	1986*	La Plonge Indian Reserve No. 192 at Beauval, Saskatchewan	
Saskatchewan	Lakeside		September, 1950	September, 1960*	Cowessess Indian reserve, eight miles northwest of Broadview, SK	Roman Catholic
Saskatchewan	Little Pine(s)	Little Pine Little Pine Kindergarten Chief Little Pine	1890 August 1978*	March 1974* March 1991	On the Little Pine Reserve	Anglican Church
Saskatchewan	Little Red River	Little Red River Kindergarten	February 1929 September 1969*	September 1968* April 1985	On Little Red River Indian Reserve No. 106C, in Tweedsmuir, Saskatchewan	Anglican Church
Saskatchewan	Loon Lake		1943*	September 1979	Located in Loon Lake, Saskatchewan on Makwa Lake Indian Reserve No. 129	Anglican Church
Saskatchewan	Maple Creek		August, 1957*	September 1, 1966	Maple Creek Indian reserve, 75 miles southwest of Swift Current	
Saskatchewan	Marieval		April 1, 1969	September 1, 1982*		
Saskatchewan	Meadow Lake		February 1949	June 1961	Located on the Meadow Lake Indian reserve, on the north shore.	Roman Catholic
Saskatchewan	Ministikwan	Little Island Lake Island Lake	1930	September 1987	Located on the Ministikwan Reserve	Anglican Church
Saskatchewan	Mistawasis		June 1918	Between April 1980 and March 1983	On Mistawasis Reserve	Presbyterian

Saskatchewan	Montreal Lake School		1892 September 1972	September 1968 September 1977	Located on Montreal Lake Indian Reserve 106	Anglican Church
Saskatchewan	Moosomin	Jack Fish Creek Murray Lake	September 1951	September 1988	On Moosomin Indian Reserve	
Saskatchewan	Mosquito Stony	Eagle Hills Stony Stoney Red Pheasant Mosquito-Grizzly Bear's Head Mosquito Grizzly Bear	1950*	September 1991	On the Stony/ Mosquito Reserve	Roman Catholic Anglican Church
Saskatchewan	Mudie Lake		September 1, 1961	September 1977*	Located on the Ministikwan Reserve, in Pierceland, Saskatchewan	Roman Catholic
Saskatchewan	Muscowequan	Muscowequan Federal Kindergarten	September 1, 1969	September 1990*	On the Muskowekwan Reserve	Roman Catholic
Saskatchewan	Muscowpetung #1		September 1, 1953	Between January 1973 and June 1978	On the Muscowpetung Reserve	Roman Catholic
Saskatchewan	Muscowpetung #2		January 4, 1956	November 1968	On the Muscowpetung Reserve	
Saskatchewan	Muskeg Lake	Petequaakey Muskeg Lake Kindergarten/Nursery	1955*	1982	Located on Petequaakey's Reserve, Muskeg Lake. Located on Muskeg Lake Indian Reserve No. 102, in Marcelin, Saskatchewan	Roman Catholic
Saskatchewan	Muskoday	John Smith Indian Day School	1952*	1979*	Located in Davis, Saskatchewan. Located on John Smith Reserve. Located in southern Saskatchewan. location of the school as Muskoday Indian Reserve No. 99.	Anglican Church

Saskatchewan	Nut Lake North		August 1957	June 1965*	North end of the Nut Lake Reserve	Anglican Church
Saskatchewan	Nut Lake South	Nut Lake Kindergarten	April 1949	September 1988	Nut Lake Indian Reserve No. 90	Anglican Church
Saskatchewan	Ochapowace	Ochapowace Nursery / Kindergarten	September 1953*	September 1, 1987	Located on the Ochapowace Reserve No. 71, near Broadview, Saskatchewan	United Church
Saskatchewan	One Arrow	Batoche	1950-1952*	January 1981	Located on One Arrow Lake Indian Reserve No. 95, near Batoche, Saskatchewan.	Roman Catholic
Saskatchewan	Onion Lake (AC)		September 30, 1945	September 1, 1981	Onion Lake Saskatchewan	Anglican Church
Saskatchewan	Onion Lake (RC)		September 1969	September 1, 1981	Located on the Seekaskootch Indian Reserve No. 119	Roman Catholic
Saskatchewan	Onion Lake Central	Chief Taylor School	September 1973	September 1, 1981	Located on the Seekaskootch Indian Reserve No. 119	
Saskatchewan	Pasqua	Pasquah	September 1, 1954	June 1978	On the Pasqua Reserve, which is west of Fort Qu'Appelle, Saskatchewan	Roman Catholic
Saskatchewan	Peter Pond	Dillon (Federal) Buffalo River	December 1955*	September 1, 1989	Located on Peter Pond Lake Indian Reserve No. 193, in Dillon Saskatchewan in Northern Saskatchewan	Roman Catholic
Saskatchewan	Piapot	Payepot (after 1976)	1947*	Between November 1, 1997 and April 1998	On Piapot Indian Reserve No. 75	Presbyterian Roman Catholic
Saskatchewan	Poorman	Poor Man Poorman's	1888	September 1981	Located on the Poorman Reserve No. 88 near Quinton, Saskatchewan	Roman Catholic Episcopalian Church

Saskatchewan	Poundmaker	Chief Poundmaker Pound Maker Poundmaker's Poundmaker Nursey and Kindergarten	1879	September 1983	15 miles southwest of Paynton Saskatchewan	Roman Catholic
Saskatchewan	Qu'Appelle		September 1, 1968*	1984*		
Saskatchewan	Red Pheasant (AC)	Red Pheasant and Stony (amalgamated)	1878	September 1, 1961	On the Red Pheasant Reserve	Anglican Church
Saskatchewan	Red Pheasant (RC)	St. Laurent	April 1954	May 1, 1985	On the Red Pheasant Reserve	Roman Catholic
Saskatchewan	Round Plains	Sioux Mission Round Plain Wahpaton	August 1922	1950*	Located on the Wahspaton (Sioux) Indian Reserve	Presbyterian Church United Church
Saskatchewan	Sakimay		November 1956 September 1967	October 1961 August 1972*	Located on the Sakimay Indian reserve.	Roman Catholic United Church
Saskatchewan	Saulteaux		1957*	1982*	Saulteaux Indian Reserve No. 159, Cochin Saskatchewan Land description S2819 N ½ LSD 14 17-48-16-W3M.	Anglican Church
Saskatchewan	Sawanok		1962	1977*	On the Sturgeon Lake (Sawanok) Reserve.	Roman Catholic
Saskatchewan	Se-se-wa-hum	Big River	1976*	September 1, 1992	Big River Indian Reserve No. 118	Non- Denominational
Saskatchewan	Southend	Reindeer Lake	January 1961 September 1972	September 1, 1968 September 1, 1981	Located on the Southend Reserve at Reindeer Lake and shown in the South End located in north eastern Saskatchewan.	Roman Catholic
Saskatchewan	Springside	Springdale	September 1952	November 1964	Located on the Kahkewistahaw Indian Reserve	United Church
Saskatchewan	St. Francis	St. Francis Roman Catholic, Carlyle Indian Day School	December 3, 1945	September, 1967*	White Bear Indian Reserve, Carlyle, SK	Roman Catholic

Saskatchewan	St. John's	St. John Little Black Bear School	September 1, 1961	September 1967	Located on the Little Black Bear Indian Reserve	Roman Catholic
Saskatchewan	St. Louis	Patuanak English River School	September 1972	September 1989	Located on the Wapachewunak Indian Reserve No. 192D, at the north end of Ile a la Crosse at Patuanak	
Saskatchewan	St. Philip's Day School	Kee-see-konse Keeseekouse Keeseekoose	August 1914 September 1, 1968	December 1927 September 1, 1988	Located on the Keeseekouse Indian Reserve No. 66	Roman Catholic Non- denominational
Saskatchewan	Standing Buffalo	Tatanka Najin Wayawati School	September 22, 1952	November 1989- 1991*	Located on the on Standing Buffalo Reserve No. 78	Roman Catholic
Saskatchewan	Stanley	Stanley Mission	January 1, 1916 September 1, 1975	1956* March 1978*	Located on the Stanley Reserve in Saskatchewan. School was located on Provincial Crown Land, approximately 100 yards off of the reserve; the correspondence suggests that the school had been located on provincial land since the joint school was built in 1956	Anglican
Saskatchewan	Stony Rapids		1952*	September 1, 1961		Roman Catholic
Saskatchewan	Sturgeon Lake Day School	Sturgeon Lake Sturgeon West End Sturgeon East End Sturgeon Lake Kindergarten	1950	September 1, 1977	Located at Sturgeon Valley, Saskatchewan.	Anglican Church

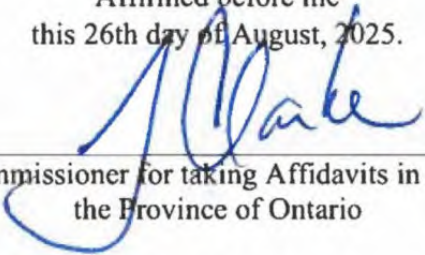
Saskatchewan	Sweetgrass	Sweet Grass	January 5, 1950	October 1978	10 miles southwest of Paynton Saskatchewan. The new school built in 1976 was located on an undeveloped site selected by the Band.	Roman Catholic Church Missionary Society, Episcopal Church
Saskatchewan	Thunderchild (AC)		May 15, 1924	July 1, 1965	On the Thunderchild Reserve	Anglican Church
Saskatchewan	Thunderchild (RC)		August 31, 1953	November 4, 1968*	On the Thunderchild Reserve	Roman Catholic
Saskatchewan	Waterhen Lake	Waterhen	September 1952	June 1985	Located in Dorintosh, Saskatchewan, on Meadow Lake Indian Reserve No. 105	
Saskatchewan	Wawpaw/Wapaw	Pelican Narrows	19261960* August 17, 1972	1953* August 31, 1968 September 1, 1981.	Located in Pelican Narrows, Saskatchewan	Anglican Church
Saskatchewan	White Bear	Moose Mountain White Bear's Day School White Bear Kindergarten	October 28, 1902	September 1, 1987*	Located 10 miles from Carlyle, Saskatchewan and also shown to be in southern Saskatchewan.	United Church Presbyterian
Saskatchewan	Whitecap Sioux	Whitecap's White Cap Moose Woods Moose Woods Sioux	1927	September 1981*	Located at Whitecap Indian Reserve No. 94.	United Church Methodist
Saskatchewan	Witchekan Lake		September 13, 1952	Between March 1983 and January 1994	On Witchekan Indian Reserve No. 177	Anglican Church
Yukon	Burwash Landing Day School		1945	1953	Located on the west shore of Kluane Lake, at mile 1094 of the Alaska Highway	Roman Catholic

Yukon	Carmacks		September 1, 1947	September 1955	Located at mile 103 of the Whitehorse-Mayo Road, at the crossing of the Yukon River; approximately 100 miles north of Whitehorse	Anglican Church
Yukon	Champagne Landing		Summer 1910	1946*	80 miles northwest of Whitehorse, Yukon Territory	Anglican Church
Yukon	Little Salmon		1914	1937*	On the Yukon River, at the mouth of the Little Salmon River, 35 miles east of Carmacks, Yukon Territory.	Anglican Church
Yukon	Mayo		September 1947	November 1956	About 210 miles by road from Whitehorse, on the Stewart River.	Anglican Church
Yukon	Moosehide		September 1911*	1957	At the mouth of Moosehide creek, on the east shore of the Yukon river, about three miles below the town of Dawson	Anglican Church
Yukon	Old Crow Village		1917	June 30, 1963	Located at the confluence of the Old Crow and Porcupine Rivers, 250 miles north of Dawson, Yukon Territory	Anglican Church
Yukon	Ross River		1916* June 1950	1934* 1956*	Located on the Ross River, at the intersection of Highways # 8 and # 9, 125 miles northeast of Whitehorse, Yukon Territory.	Anglican Church Roman Catholic

Yukon	Teslin Lake		1908 1943	1940 September 1949*	Located at Teslin, mile 804 on the Alaska Highway, on the north side of Teslin Lake, Yukon Territory	Anglican Church
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2024 01G CP 0064

This is **Exhibit 8** referred to in the
Affidavit of **Kimberlee Ford**
Affirmed before me
this 26th day of August, 2025.


A Commissioner for taking Affidavits in and for
the Province of Ontario

Jennifer Margaret Clarke, a Commissioner, etc.,
Province of Ontario, for the Government of Canada,
Department of Justice. Expires November 4, 2025.
Jennifer Margaret Clarke, commissaire, etc.,
province de l'Ontario, au service du gouvernement du Canada,
ministère de la Justice. Date d'expiration : le 4 novembre 2025.



Federal Court



Cour fédérale

Date: 20190819

Docket: T-2169-16

Citation: 2019 FC 1074

Ottawa, Ontario, August 19, 2019

PRESENT: The Honourable Mr. Justice Phelan**CLASS PROCEEDING****BETWEEN:**

**GARRY LESLIE MCLEAN,
ROGER AUGUSTINE,
CLAUDETTE COMMANDA,
ANGELA ELIZABETH SIMONE SAMPSON,
MARGARET ANNE SWAN and
MARIETTE LUCILLE BUCKSHOT**

Plaintiffs**and**

**HER MAJESTY THE QUEEN IN RIGHT OF
CANADA as represented by THE ATTORNEY
GENERAL OF CANADA**

Defendant**ORDER****(Settlement Approval)**

THIS MOTION, made by the Plaintiffs for judgment approving the settlement of this action in accordance with the terms of the Settlement Agreement entered into on March 12,

2019, amended on May 13, 2019, was heard on May 13, 14 and 15, 2019 respectively, at the Federal Court, 363 Broadway, Winnipeg, Manitoba, R3C 3N9.

WHEREAS this Court certified this action as a class proceeding by Order dated June 21, 2018;

AND WHEREAS the Plaintiffs and the Defendant entered into an Agreement in Principle dated November 30, 2018 in respect of the Plaintiffs' claims against the Defendant;

AND WHEREAS the Parties entered into a Settlement Agreement (the "**Settlement Agreement**") on March 12, 2019;

AND WHEREAS the Parties amended the Settlement Agreement pursuant to an Amending Agreement on May 13, 2019;

AND WHEREAS this Court approved the form of notice and the plan for distribution of the Notice of Certification and Settlement Approval Hearing by Order dated March 13, 2019 (the "**Notice Order**");

AND WHEREAS all applicable parties have adhered to and acted in accordance with the Notice Order and the procedures provided therein, the Notice Order has constituted good and sufficient notice of the hearing of the motion for Settlement Approval;

AND WHEREAS, based on information received from putative class members following the Notice Order, Class Counsel has provided to the Defendant requests for independent review and investigation of (i) named schools omitted from Schedule K and (ii) schools operated outside the time period specified in Schedule K;

AND WHEREAS the Parties have updated Schedule K, based on the results of the aforementioned requests for review and investigation;

UPON READING the Motion Record of the parties and the facts of the parties;

AND UPON HEARING the motion made by the Plaintiffs for an order approving the terms of the Settlement Agreement dated March 12, 2019, amended on May 13, 2019 (the "Settlement Agreement" or "Settlement") including the oral submissions of counsel for the Plaintiffs and the Defendant as well as the oral submissions of class member supporters and class member objectors or in the case of the latter, counsel designated by such objectors to make oral submissions on their behalf;

THIS COURT ORDERS that:

1. For the purposes of this Order, the following definitions shall apply:
 - a. "Approval Date" means the date that this Court approved the Settlement Agreement;
 - b. "Approval Order" means this Order;
 - c. "Canada" means Her Majesty the Queen in Right of Canada, the Attorney General of Canada, and their legal representatives, employees, agents, servants, predecessors, successors, executors, administrators, heirs, and assigns;
 - d. "Class Action" means *McLean et al v Her Majesty the Queen* (Court File No. T-2169-16);
 - e. "Class Member" means a Survivor Class Member or a Family Class Member;
 - f. "Class Period" means the period from and including January 1, 1920 and ending on the date of closure of any particular Indian Day School, or the date on which

the management and control of a particular Indian Day School was effectively transferred from Canada or, if not transferred from Canada, the date on which a written offer of transfer by Canada was not accepted by the affected First Nation or Indigenous government;

- g. **"Family Class Member"** means all persons who are a spouse or former spouse, child, grandchild, or sibling of a Survivor Class Member and the spouse of a child, grandchild, or sibling of a Survivor Class member;
- h. **"Federal Indian Day School" or "Federal Day School"** means a day school established, operated, maintained and controlled by Canada after 1920 as specified in Schedule K to the Settlement Agreement, amended as of the Approval Date;
- i. **"Fees Approval Order"** means the Order of this Court approving Class Counsel Fees;
- j. **"Implementation Date"** means the latest of:
 - i. thirty (30) days after the expiry of the Opt-Out Period; and
 - ii. the day following the last day on which a member of the Survivor Class or the Family Class may appeal or seek leave to appeal the Approval Order; and,
 - iii. the date of the final determination of any appeal brought in relation to the Approval Order;
- k. **"Indian Day School"** means both a Federal Indian Day School and a Federal Day School, as defined at (h) above, as listed in Schedule K to the Settlement Agreement, amended as of the Approval Date;

- l. **“Opt Out Period” or “Opt Out Deadline”** means the ninety (90) day period which commences on the date that the Federal Court approves the Final Settlement Agreement, pursuant to paragraph 3 below;
- m. **“Releasees”** means individually and collectively, Canada, and each of the past, present, and future Ministers of the federal government, its Departments and Agencies, employees, agents, officers, officials, subrogees, representatives, volunteers, administrators and assigns;
- n. **“Settlement Agreement”** means the Settlement Agreement dated March 12, 2019, amended on May 13, 2019, and otherwise amended by order of this Court;
- o. **“Settlement Fund”** also referred to as the **“Legacy Fund”** means the settlement fund established pursuant to section 3.01 of the Settlement Agreement;
- p. **“Schedule K”** means the list of day schools established, funded, controlled, and managed by Canada during the Class Period and specifically limited to the dates of federal operation associated with each particular school, as attached to this Order as **Appendix A**;
- q. **“Survivor Class” or “Survivor Class Members”** means all persons who, wherever they may now reside or be domiciled, attended an Indian Day School during the Class Period.

SETTLEMENT APPROVAL

- 2. The Settlement Agreement is fair, reasonable and in the best interests of the Plaintiffs and the Class Members.

3. The Settlement Agreement, which is expressly incorporated by reference into this Order, shall be and hereby is approved and shall be implemented in accordance with this Order and further orders of this Court.
4. Schedule K to the Settlement Agreement, as updated by the parties to the Approval Date, is attached as **Appendix A** to this Order and is hereby closed to further revision.
5. The claims of the Class Members and the Class as a whole shall be discontinued against the Defendant and are released against the Releasees in accordance with section 12.01 of the Settlement Agreement; in particular, as follows:
 - a. Each Survivor Class Member or his/her Estate Executor who has not opted out on or before the expiry of the Opt Out Period (hereinafter "Survivor Class Releasers") has fully, finally and forever released Canada, her servants, agents, officers and employees, from any and all actions, causes of action, common law, Quebec civil law and statutory liabilities, contracts, claims, and demands of every nature or kind available, asserted or which could have been asserted whether known or unknown including for damages, contribution, indemnity, costs, expenses, and interest which any such Survivor Class Releaser ever had, now has, or may hereafter have, directly or indirectly, arising from or in any way relating to or by way of any subrogated or assigned right or otherwise in relation to the individual claims under the Federal Court Class Action, and this release includes any such claim made or that could have been made in any proceeding, whether asserted directly by the Survivor Class Releaser or by any other person, group, or legal entity on behalf of or as representative for the Survivor Class Releaser.

- b. For greater certainty, Survivor Class Releasors are deemed to agree that if they make any claim or demand or take any actions or proceedings against another person or persons in which any claim could arise against Canada for damages or contribution or indemnity and/or other relief over, whether by statute or the common law, Quebec civil law in relation to the individual claims under the Federal Court Class Action, including any claim against Provinces or Territories or other entities, the Survivor Class Releasor will expressly limit his or her claims so as to exclude any portion of Canada's responsibility.
- c. Upon a final determination of a Claim made under and in accordance with the Claims Process, Survivor Class Releasors are also deemed to agree to release the Parties, Class Counsel and counsel for Canada, the Claims Administrator, and the Third Party Assessor with respect to any claims that arise or could arise out of the application of the Claims Process, including but not limited to the sufficiency of the compensation received.
- d. Each Family Class Member who has not opted out on or before the expiry of the Opt Out Period ("Family Class Releasors") has fully, finally and forever released Canada, her servants, agents, officers and employees, from any and all actions, causes of action, common law, Quebec civil law and statutory liabilities, contracts, claims, and demands of every nature or kind available, asserted or which could have been asserted whether known or unknown including for damages, contribution, indemnity, costs, expenses, and interest which any such Family Class Releasor ever had, now has, or may hereafter have, directly or indirectly, arising from or in any way relating to or by way of any subrogated or

assigned right or otherwise in relation to the individual claims under the Federal Court Class Action, and this release includes any such claim made or that could have been made in any proceeding, whether asserted directly by the Family Class Releasor or by any other person, group, or legal entity on behalf of or as representative for the Family Class Releasor.

- e. For greater certainty, Family Class Releasors are deemed to agree that if they make any claim or demand or take any actions or proceedings against another person or persons in which any claim could arise against Canada for damages or contribution or indemnity and/or other relief over, whether by statute or the common law, Quebec civil law in relation to the individual claims under the Federal Court Class Action, including any claim against Provinces or Territories or other entities, the Family Class Releasor will expressly limit his or her claims so as to exclude any portion of Canada's responsibility.
6. This Order, for greater certainty, does not affect the rights of:
 - i. Class Members who opt out of the Approved Settlement; nor,
 - ii. Individuals who are not Class Members.
7. As provided for in Rule 334.21(2), any class member who has commenced a legal proceeding against the Defendant in relation to its establishing, funding, control, and management of a Federal Indian Day School or Federal Day School and who does not discontinue that proceeding on or before the opt out deadline, will be excluded from this Settlement, will be deemed to have opted out of the Settlement and will be ineligible to apply for compensation under this Settlement.

8. This Order, including the releases referred to in paragraph 5 above, and the Settlement Agreement are binding on all Class Members who have not opted out of it including those persons who are under a disability and any claims brought on behalf of the Estates of Class Members.

EXCLUSIVE AND CONTINUING JURISDICTION

9. This Court, without in any way affecting the finality of this Order, reserves exclusive and continuing jurisdiction over this action, the Plaintiffs, all Class Members who have not opted out of the Settlement Agreement, and the Defendant for the limited purposes of implementing the Settlement Agreement and enforcing and administering the Settlement Agreement and this Order.
10. Save as set out above, leave is granted to discontinue this action against the Defendant, without costs and with prejudice, and such discontinuance shall be an absolute bar to any subsequent actions against the Defendant in respect of the subject matter in the within action.

CLAIMS ADMINISTRATOR AND CLAIMS PROCESS

11. Deloitte Canada shall be and is hereby appointed as Claims Administrator pursuant to the Settlement Agreement. Subject to the Court's ongoing supervision and orders, the Claims Administrator will develop, install and implement systems, forms, information, guidelines and procedures for processing and making decisions on Claim Applications in accordance with the Settlement Agreement and will develop, install and implement systems and procedures for making payments of compensation in accordance with the Settlement Agreement.

12. The Claims Form, attached to this Order as **Appendix B**, is hereby approved. It may be distributed to Class Members by Class Counsel, the Claims Administrator or through the Indian Day Schools website, on request, at any time subsequent to the issuance of this Order, however, the Claims Administrator may elect not to begin claims administration until the Implementation Date.
13. Prior to the Implementation Date, the parties will identify and propose the Third Party Assessor for Court appointment. Upon appointment, the Third Party Assessor shall discharge the responsibilities specified in the Settlement Agreement.
14. Prior to the Implementation Date, the parties will identify and propose for Court appointment members of the Exceptions Committee to supervise and monitor all future work to be carried out by the Claims Administrator and the Third Party Assessor, as specified in the Settlement Agreement.
15. Fees, disbursements and applicable taxes of the Claims Administrator and the Third Party Assessor shall be paid by the Defendant in accordance with the Settlement Agreement.
16. Fees, disbursements and applicable taxes of the members of the Exceptions Committee shall be paid by the Defendant in accordance with the Settlement Agreement with the exception of the costs of Class Counsel, which will be paid from the Post-Implementation Fees paid to Class Counsel pursuant to the Fees Approval Order, and shall be approved by the Court on a quarterly basis.
17. No person may bring any action or take any proceeding against the McLean Day Schools Settlement Corporation including its directors and officers, the Claims Administrator including the Third Party Assessor and the Exceptions Committee or against the members, employees, agents, partners, associates, representatives, successors or assigns

of such bodies, for any matter in any way relating to the Settlement Agreement, the administration of the Settlement Agreement or the implementation of this judgment, except with leave of this Court on notice to all affected parties.

OPT OUT PROCESS

18. The opt-out form in this proceeding attached as **Appendix C** to this Order is hereby approved. The Opt-Out Period shall commence on the issuance of this Order. The opt-out form shall be available to eligible Class Members through Class Counsel and through the Federal Indian Day School website; www.indiandayschools.com. Each opt-out form must be completed as directed and returned to Class Counsel on or before November 18, 2019. At the conclusion of the 90-day Opt-Out Period, Class Counsel shall deliver to the Claims Administrator and to the Defendant a list of all eligible Class Members who submitted an opt-out form prior to the end of the opt-out period together with a copy of the submitted opt-out form for each person listed.
19. For greater certainty, as noted in paragraph 8 above, this Order and all applicable provisions of the Settlement Agreement are binding on all eligible Class Members who have not delivered a completed and properly executed opt-out form to Class Counsel by the opt-out deadline specified above.
20. In the event that the number of persons who are eligible for compensation under the Settlement Agreement and who opt out of this class proceeding exceeds ten thousand (10,000), the Settlement Agreement will be void and this judgment will be set aside in its entirety, subject only to the right of Canada, at its sole discretion, to waive this threshold as specified in the Settlement Agreement.

NOTICE OF SETTLEMENT APPROVAL

21. Notice of this judgment shall be given in the manner attached hereto as **Appendix D** entitled Notice of Settlement Approval and shall include notice of the commencement of the Opt Out Period and of the Claims Process. Distribution of the Notice of Settlement Approval shall be undertaken in accordance with the Notice Plan, attached as **Appendix E** to this Order, and shall be funded by Canada.

REPORTING TO THE COURT

22. Class Counsel shall report to the Court on the administration of the Settlement Agreement. The first report will be due six (6) months after the Implementation Date and no less frequently than every six (6) months thereafter subject to the Court requiring earlier reports and subject to the overriding obligation to report as soon as reasonable on any matter, which has materially impacted the implementation of the terms of the Settlement Agreement.
23. This Court may issue such further and ancillary orders, from time to time, as are necessary to implement and enforce the provisions of the Settlement Agreement and this Order.

"Michael L. Phelan"
Judge

SCHEDULE K – LIST OF FEDERAL INDIAN DAY SCHOOLS

Province	School Name	Name Variants	Opening Date	Closing or Transfer Date	Location	Religious Affiliation
Alberta	Alexander		November 1, 1949	September 1, 1981	In Riviere qui Barre	Roman Catholic
Alberta	Alexis	Glenevis Alexis Elementary	June 1, 1949	September 1, 1990	Located on the Alexis Reserve	Roman Catholic
Alberta	Assumption Day		September 9, 1968	September 1, 1971	Assumption, Alberta on Hay Lakes Reserve	Roman Catholic
Alberta	Atikameg	Atikameg (St. Benedict)	March 1, 1949	September 1, 1962	Atikameg, AB; Atikamisie Indian Reserve; Atikameg Lake, AB	Roman Catholic
Alberta	Beaver Lake		September 1, 1952	June 30, 1960	Lac La Biche, AB	Roman Catholic
Alberta	Big Horn	Bighorn Ta Otha Ta Otha (Bighorn) Taottha	March 1, 1949	September 1, 1989	Located on the Big Horn Reserve near Rocky Mountain House	Mennonite United Church
Alberta	Bishop Piché School	Fort Chipewyan Chipewyan	September 1, 1956 September 1, 1971	June 30, 1963 September 1, 1985	Fort Chipewyan, AB	Roman Catholic
Alberta	Blue Quills		February 1, 1971	July 1, 1972	St. Paul, AB	
Alberta	Boyer River		September 1, 1955	September 1, 1964	Rocky Lane, AB	Roman Catholic
Alberta	Cold Lake	LeGoff ¹	June 1, 1916 March 1, 1922 September 1, 1953	June 30, 1920 June 30, 1933 September 1, 1997	At Beaver Crossing on the Cold Lake Reserve	Roman Catholic
Alberta	Crowfoot	Blackfoot	December 31, 1968	September 1, 1989	Cluny, AB	Roman Catholic
Alberta	Driftpile		September 1, 1955	September 1, 1964	Faust, AB (Driftpile Reserve)	Roman Catholic
Alberta	Dunbow (St. Joseph's) Industrial School		1884	December 30, 1922	High River, Alberta	Roman Catholic

¹ Still a federally-operated school.

Alberta	Eden Valley		February 8, 1949	September 1, 1990	Eden Valley Indian Reserve No. 126	United Church Anglican Church
Alberta	Ermineskin Elementary/Junior High	Ermineskin Day School	April 1, 1969	September 1, 1991	Hobbema Reserve	Roman Catholic
Alberta	Ermineskin Kindergarten		September 1, 1970	September 1, 1991	Hobbema Reserve	Roman Catholic
Alberta	Ermineskin Primary		April 1, 1969	September 1, 1991	Ermineskin Reserve	Roman Catholic
Alberta	Fort McKay	McKay Fort Mackay	August 1, 1949	June 30, 1963	Was near Fort McMurray, not on the reserve	Roman Catholic
Alberta	Fox Lake		September 1, 1957	September 1, 1964	On the Fox Lake Reserve, Vermilion Agency	Roman Catholic
Alberta	Frog Lake	Napayo Napaya Napewow Napeweaw	September 1, 1975	September 1, 1985	Frog Lake, Alberta	
Alberta	Frog Lake (AC)		September 1, 1914	September 1, 1975	Frog Lake, Alberta	Anglican Church
Alberta	Frog Lake (RC)		September 1, 1955	September 1, 1975	Frog Lake, Alberta	Roman Catholic
Alberta	Gooderham	Wabamun Wabamun Duffield Paul's Elementary	September 1, 1951	September 1, 1994	Located on the Wabamun Reserve	United Church
Alberta	Goodfish Lake (RC)		September 1, 1953	June 30, 1968	Located in Saddle Lake, Alberta, on the Goodfish Lake Reserve	Roman Catholic
Alberta	Goodfish Lake (UC)	Pakan	January 1, 1884 June 29, 1948	June 30, 1925 September 1, 1995	Located in Saddle Lake, Alberta, on the Goodfish Lake Reserve	Methodist United Church
Alberta	Habay		September 1, 1962	September 1, 1965	Located in the village of Habay at the Hay Lake Reserve	Roman Catholic

Alberta	Heart Lake School		January 1, 1973 September 1, 1981	October 26, 1978 September 1, 1986	Lac La Biche, AB	
Alberta	Hobbema No. 1	Hobbema Kindergarten	September 6, 1949 September 1, 1966	September 1, 1960 June 30, 1967	In the community of Hobbema, on block 7 between 5th and 6th streets	United Church
Alberta	Hobbema No. 2	Samson	September 1, 1950	April 30, 1957	On the Samson Reserve	Roman Catholic
Alberta	Hobbema No. 3	Montana	September 1, 1950	June 30, 1973	Located on Montana Reserve	Baptist
Alberta	Horse Lake		September 1, 1952	September 1, 1959	Fort St. John Agency, AB	Roman Catholic
Alberta	Janvier		November 1, 1950	July 1, 1963	Janvier Indian Reserve near Chard, AB	Roman Catholic
Alberta	Levern	Glenwood Lavern Leverne	September 1, 1964	September 1, 1988	In Glenwood, Alberta on the Blood Reserve	Roman Catholic
Alberta	Long Lake	Kehewin Keeheewin Kahwin Kehiwin	March 20, 1916 September 1, 1935 May 3, 1965 May 1, 1966 April 1, 1969	June 30, 1933 September 1, 1964 June 30, 1965 July 1, 1966 September 1, 1972	On the Kehewin Reserve No. 123 in Alberta	Roman Catholic
Alberta	Louis Bull	Bear's Hill School	1918 September 1, 1950	June 27, 1924 September 1, 1960	Louis Bull Reserve	Methodist Baptist Roman Catholic
Alberta	Michel	Michel (Villeneuve)	September 1, 1948	September 1, 1955	Michel Indian Reserve	Roman Catholic
Alberta	Montana Kindergarten	Montana K School	September 1, 1991	September 1, 1994	Located on Montana Reserve	
Alberta	Morley Indian Day School	Morleyville David Bearspaw Bers Paw	September 1, 1951 April 1, 1969	September 1, 1954 September 1, 1986	Morley Reserve	Methodist
Alberta	Namew		September 1, 1959	June 30, 1970	Calais, AB	Roman Catholic
Alberta	Nordeg	Nordeg River	September 1, 1956	April 1, 1973	Rocky Mountain House	Mennonite
Alberta	Old Sun	Chief Old Sun Gleichen	October 1, 1928 September 1, 1971	June 30, 1930 September 1, 1989	Blackfoot Reserve, AB	Anglican Church

Alberta	Peigan	Peigan No. 2 Peigan Elementary Junior Secondary School	January 1, 1950	September 1, 1986	In Brocket on the Peigan Reserve	Roman Catholic
Alberta	Peigan (AC)	Peigan #1 Peigan Protestant	September 1, 1955	June 30, 1971	In Brocket on the Peigan Reserve	Anglican Church
Alberta	R.B. Steinhauer School	Steinhauer Steinhaver Saddle Lake Saddle Lake #2	September 1, 1951	June 30, 1959	On the Saddle Lake Reserve	United Church
Alberta	Saddle Lake	Saddle Lake (RC) Saddle Lake (#1) Onchaminahos	1881 June 1, 1949	April 30, 1924 September 1, 1981	Located on the Saddle Lake reserve	Methodist Roman Catholic
Alberta	Saddle Lake (UC)	Saddle Lake (#2)	January 1, 1888	June 30, 1924	Located on the Saddle Lake reserve	Methodist
Alberta	Samson	Battle River Hobbema # 2	1899 September 1, 1960	June 29, 1926 June 7, 1973	Samson Reserve	United Church
Alberta	Sarcee	Bull Head School	January 25, 1922	September 1, 1961	On the Sarcee Reserve	Anglican Church Methodist United Church Mennonite Roman Catholic
Alberta	Sovereign	Whitefish Lake Whitefish Lake CE Sovereign Church of England	September 1, 1950	September 1, 1962	Grouard Atikameg	Anglican Church
Alberta	St. Mary's (Blood)	Blood	September 1, 1969	September 1, 1988	On the Blood Reserve	Roman Catholic
Alberta	Standoff	Standoff Elementary	September 14, 1953	September 1, 1988	At Standoff, on the Blood Reserve	Roman Catholic

Alberta	Stony Plain	Stoney Plain Stony Plains Stony Plain Winterburn Enoch	September 1, 1948	June 30, 1975	Stony Plain Reserve	Roman Catholic
Alberta	Sunchild Cree	Sunchildcree Sunchild Mission Sunchild O'Chiese Stelfox Henry Stelfox Rocky Mountain House	January 1, 1950	September 1, 1994	In Rocky Mountain House on the Sunchild Cree Indian Reserve	United Church Mennonite
Alberta	Upper Hay River	Meander River	January 1, 1950	September 1, 1971	Meander River, AB	Roman Catholic
Arctic Quebec	Fort Chimo		October 1, 1949	September 1, 1978	Fort Chimo, QC	Anglican Church
Arctic Quebec	George River	George River Seasonal School Government School George River Port-Nouveau-Quebec	July 10, 1959 September 1, 1962	September 1, 1960 September 1, 1978	At George River, QC	Anglican Church
Arctic Quebec	Great Whale River School	Post-de-la-Baleine Great Whale Federal Day School	March 12, 1958	September 1, 1978	Eastern coast of Hudson Bay in Quebec	Anglican Church
Arctic Quebec	Inuvik	Ivayuvik Ivuyivik Notre-Dame d'Ivugivik School Ivujivik	September 22, 1960	September 1, 1978	At Ivuyivik, QC	Protestant
Arctic Quebec	Koartac School	Koartak Notre-Dame de Koartac School	October 11, 1960	September 1, 1978	Koartak, QC	
Arctic Quebec	Maricourt School	Wakehan	September 1, 1964	July 31, 1972	South shore of Hudson Strait, QC	
Arctic Quebec	Payne Bay	Bellin School	September 1, 1960	September 1, 1978	Payne Bay, QC	
Arctic Quebec	Port Harrison	Inocedjouac School Inocdjouac	January 1, 1950	June 30, 1973	Port Harrison, QC	
Arctic Quebec	Povungnituk	Povungnetuk	September 1, 1958	September 1, 1972	Povungnetuk, QC	Anglican Church

Arctic Quebec	Sugluk	Saglouluk	October 1, 1957	September 1, 1978	Sugluk, 62° 14'N 73° 30'W, on Hudson Strait, QC	
Arctic Quebec	Wakeham Bay	Wakeham Bay Government School	September 26, 1960	September 1, 1978	Wakeham Bay	Anglican Church
British Columbia	Adams Lake		October 1, 1956	September 1, 1971	Adjacent to the Adams Lake village, on the Adams Lake Indian Reserve.	Roman Catholic
British Columbia	Ahousaht	Ahouset	February 1, 1940	September 1, 1985	At Ahousaht Indian Reserve	United Church Presbyterian Roman Catholic
British Columbia	Aiyansh	New Aiyansh	November 1, 1964	September 1, 1975	Located on the Aiyansh Indian Reserve, about 80 miles north of Terrace, B.C.	Anglican Church
British Columbia	Alert Bay	Nimkish	1883	June 30, 1969	On the Nimkish Indian Reserve No. 1A	Anglican Church
British Columbia	Alkali Lake	Alkali Lake Community School	November 1, 1957	September 1, 1979	On Alkali Lake Indian Reserve No. 1, approximately 35 miles south of Williams Lake, B.C.	Roman Catholic
British Columbia	Anahim Lake	Upper Dean River	September 1, 1947	September 1, 1973	On Squinas (Anahim Lake) Indian Reserve No. 2.	Roman Catholic
British Columbia	Bella Bella		1883	September 1, 1976	Bella Bella Reserve No. 1, Campbell Island, B.C.	Methodist Church United Church
British Columbia	Bella Coola		October 1, 1902	June 30, 1957	Bella Coola Reserve, Bella Coola, B.C.	Methodist Church United Church
British Columbia	Blueberry River		September 1, 1962	September 2, 1975	64 miles from Fort St. John, and 12 miles from the nearest non-Indian school	Roman Catholic
British Columbia	Bonaparte School		November 2, 1958	June 30, 1962	On Bonaparte Indian Reserve No. 3A	Roman Catholic

British Columbia	Boothroyd		May 1, 1915	December 31, 1945	On the Boothroyd Indian Reserve, near the town of Lytton	Anglican Church
British Columbia	Campbell River		November 18, 1935	June 1, 1955	At Campbell River	United Church
British Columbia	Canim Lake		September 1, 1957	January 14, 1969	In Canim Lake, via Exeter, B.C.	Roman Catholic
British Columbia	Canoe Creek		September 1, 1962 September 6, 1966	November 30, 1964 June 30, 1975	At Canoe Creek Indian Reserve about 40 miles west of Mile 70, Caribou Highway, B.C.	Roman Catholic
British Columbia	Canyon City	Gwinaha	April 1, 1911 October 1, 1930	December 31, 1924 June 30, 1971	On the Gwinaha (Kitwilluckshilt) Reserve	Salvation Army
British Columbia	Cape Mudge		1892/1893	September 1, 1958	On Quadra Island opposite Campbell River	United Church
British Columbia	Capilano	Capilano Nursery	September 1, 1959	June 30, 1968	North Vancouver	Roman Catholic
British Columbia	Caribou Hide	Caribou Hyde	October 15, 1938	June 30, 1951	Located "250 miles Trail S.E., Telegraph Creek, B.C.	Roman Catholic
British Columbia	Chehalis	Chehahlis	October 1, 1916	November 30, 1979	Near the village of Harrison Mills, Lower Fraser Valley	Roman Catholic
British Columbia	Chemainus Bay		December 1, 1955	September 1, 1964	Chemainus Reserve at Kulleets Bay	Roman Catholic
British Columbia	Chilcotin	Anaham Anaham Lake	August 1, 1944	September 1, 1991	On the Anaham Indian Reserve	Roman Catholic
British Columbia	Deadman's Creek		January 1, 1955	October 31, 1966	Savona, B.C.	Roman Catholic
British Columbia	Dease Lake		June 4, 1937	January 31, 1945	At Dease Lake, B.C.	Roman Catholic
British Columbia	Dolg River		January 1, 1950 September 1, 1963 September 1, 1968	September 1, 1962 September 1, 1967 June 30, 1969	Rose Prairie, BC	Roman Catholic
British Columbia	Douglas	Port-Douglas	September 1, 1950	December 31, 1961	On the Douglas Indian Reserve at the north end of Harrison Lake	Roman Catholic

British Columbia	Fort Babine	Babine Fort Babine (Moricetown)	September 1, 1913 September 1, 1958 September 1, 1960	September 1, 1957 September 1, 1959 September 1, 1983	At Fort Babine Indian Reserve No. 6 – North end of Babine Lake	Roman Catholic
British Columbia	Fort Graham	Fort Grahame	May 1, 1935	September 1, 1949	Located on the Fort Grahame Indian Reserve	Roman Catholic
British Columbia	Fort McLeod	McLeod Lake McLeod's Lake	June 1, 1935	September 1, 1950	Cariboo District	Roman Catholic
British Columbia	Fort Nelson	Fort Nelson Pre-School	September 1, 1961	June 30, 1966	Fort Nelson Reserve	Roman Catholic
British Columbia	Fort Rupert		July 1, 1880 January 1, 1929	June 30, 1904 June 30, 1931	Fort Rupert Reserve at Port Hardy, BC	Anglican Church
British Columbia	Fort St. James		January 1, 1951	June 30, 1970	On Necoslie Reserve No. 1, at the east end of Stuart Lake, 40 miles north of Vanderhoof and 110 miles from Prince George	Roman Catholic
British Columbia	Fort Ware	Aatse Davie	September 1, 1963	September 1, 1994	Fort Ware Indian Reserve No. 1 near Ware, B.C.	Roman Catholic
British Columbia	Fountain		October 1, 1950	June 30, 1968	Located 4 miles north of Lillooet	Roman Catholic
British Columbia	Gilford Island	Gilford Day School	September 1, 1950	June 30, 1968	Located on Gilford Island (Guayasdums) Reserve, Simoon Sound, near Alert Bay	Anglican Church
British Columbia	Gitlaxdamix	Gitlaxdamicks Gitlaxdamicks Gitlaxdamiks Gitlaxdamiksh Gitlaxdamiks Kitla-damox Kitlaxdamax Kitlaxdamiks Kitlaxdamicks	January 1, 1909	August 31, 1968	On the Gitlaxdamiks (Kitlaxdamax) Indian Reserve	Anglican Church

British Columbia	Glen Vowell		1899	December 31, 1968	Located at Glen Vowell near Hazelton on the Upper Skeena River	Salvation Army
British Columbia	Halfway River		June 1, 1950	September 1, 1994	Approximately 120 kilometres northwest of Fort St. John, British Columbia, or 50 kilometres south and west of Wonowon, British Columbia	Roman Catholic
British Columbia	Hartley Bay		1899	September 1, 1975	Located at Hartley Bay Indian Reserve, on the entrance of Douglas Channel, near Kitimat, British Columbia	Methodist United Church
British Columbia	Hazelton		1889	June 30, 1950	In Hazelton, B.C.	Anglican Church
British Columbia	Homalco	Church House Indian Day School	August 1, 1908 September 9, 1959	September 1, 1952 June 30, 1980	Located on the Homalco Indian Reserve, about 30 miles north of Powell River	Roman Catholic
British Columbia	Irish Creek		September 1, 1951	September 1, 1962	Vernon, B.C. Okanagan Indian Reserve No. 1	Roman Catholic
British Columbia	Katzie	Katsie	August 1, 1914	September 1, 1942	Katzie Indian Reserve; One mile from Hammond, B.C.	Roman Catholic
British Columbia	Kincolith		1874	November 6, 1975	In Kincolith, "at the mouth of the Nass River"	Anglican Church
British Columbia	Kingcome Inlet		March 1, 1929 November 1, 1950	January 31, 1944 September 1, 1981	Quaae Indian Reserve #7	Anglican Church
British Columbia	Kisgegas		April 1, 1901 October 1, 1938	June 30, 1916 February 28, 1942	Hazelton, B.C.	Anglican Church

British Columbia	Kispiox	Kishpiox Kispiox Kishpiox Kishpiox Kisflax Kispiox Elementary	1892	September 1, 1981	Situated on the Kishpiox reserve	Methodist United Church
British Columbia	Kitimaat	Kitimaat Kitimat Kitamat	1883 September 1, 1944	June 30, 1943 September 1, 1985	On Douglas Channel, at the mouth of the Kitimaat river	Methodist United Church
British Columbia	Kitkatla	Kitkahtla Lach Klan	1891	August 31, 1979	In the village of Kitkatla	Anglican Church
British Columbia	Kitsegukla	Gitsegukla Kits Kitsegucala Kitsegukla Sheena Crossing	1897 September 1, 1945 September 1, 1947	January 31, 1945 June 30, 1946 September 1, 1986	Skeena River Crossing, on Highway 16, 100 kilometres east of Terrace, BC	Methodist United Church
British Columbia	Kitseias (New Town)		1904	February 1, 1959	Located at Copper River, B.C.	Methodist United Church Salvation Army
British Columbia	Kitwancool	Kitwancoo Gitanyow	September 1, 1938	July 31, 1986	13 miles by road from Kitwanga, B.C., and 45 miles from Hazelton, B.C.	Anglican Church
British Columbia	Kitwanga	Kitwanger Kitwinger Gitwingak	December 1898	September 1, 1975	Kitwanga Reserve	Anglican Church

British Columbia	Klappan	Klappen Iskut Lake	October 1, 1936 January 25, 1945 November 15, 1948 September 1, 1962	January 1, 1944 June 30, 1947 April 1, 1949 September 1, 1989	Iskut, BC	Roman Catholic
British Columbia	Kemtú	China Hat	September 1, 1903 October 1, 1921 September 1, 1958	June 30, 1919 September 1, 1957 August 30, 1979	Kitasoo Reserve	Methodist Church United Church
British Columbia	Kuskus		September 1, 1980	June 30, 1983	100 miles west of Quensel, BC	None
British Columbia	Koksilah		1906	August 31, 1953	Near Duncan, BC	Methodist Church
British Columbia	Kuper Island		September 1, 1968	September 1, 1987	Kuper Island Reserve	Roman Catholic
British Columbia	Kyuquot		1882 September 1, 1949	December 31, 1911 September 1, 1974	Kyuquot, B.C.	Roman Catholic
British Columbia	Lakalsap	Nass River Greenville Lakalzap	1877/1878	May 31, 1975	Lakalsap (Greenville) Indian Reserve No. 9	Methodist Church Anglican Church
British Columbia	Lower Post		September 1, 1968	June 30, 1975	Watson Lake	Roman Catholic
British Columbia	Mamalilikula	Mamalilikulla Village Island	May 1, 1928 September 1, 1952	June 30, 1940 September 1, 1964	Village Island I.R. No. 1	Anglican Church
British Columbia	Masset	Masset Old Masset Village School	1877	May 1, 1974	Masset Reserve, B.C.	Anglican Church
British Columbia	McDames	McDame McDames Creek	June 1, 1931 June 1, 1936	September 30, 1934 September 30, 1944	Cassiar District	Roman Catholic
British Columbia	Metlakatla	Metlakahtla Metlakatla	1893/1894	June 30, 1960	Village of Metlakatla, six miles across the water from Prince Rupert	Anglican Church
British Columbia	Moricietown		January 10, 1938 September 1, 1946	October 30, 1945 July 1, 1959	On Moricietown Indian Reserve No. 1	Roman Catholic
British Columbia	Mount Currie	Pemberton	January 1, 1939	September 1, 1973	On Mount Currie Indian Reserve No. 10	Roman Catholic

British Columbia	Nanaimo	Nanaimo Kindergarten	1877	September 1, 1964	On on Nanaimo town Reserve No. 1	Methodist Church United Church
British Columbia	Nazko		January 1, 1955	November 5, 1969	At Nazko via Williams Lake, B.C.	Roman Catholic
British Columbia	Neskainlith		September 27, 1949	September 1, 1963	On the Neskainlith (Aniskamillith) Indian Reserve at Shuswap, B.C.	Roman Catholic
British Columbia	Nootka	Friendly Cove Day School Yuquot Yugot	September 1, 1951	June 30, 1968	Nootka, BC	Roman Catholic
British Columbia	Okanagan	Okanagan Day School Six Mile Creek	January 1, 1923 January 1, 1947	June 30, 1945 February 29, 1968	On Okanagan Indian Reserve No. 1.	Roman Catholic
British Columbia	Old Fort Babine		October 1, 1938	May 31, 1940	On the Old Fort Babine Reserve, about 30 miles S.E. of Fort Babine.	Roman Catholic
British Columbia	Opitsaht	Clayoquot	September 1, 1957	June 30, 1971	Opitsaht Reserve	Roman Catholic
British Columbia	Osoyoos	Inkameep Inkameep	April 1, 1915	September 1, 1954	On the Inkameep Indian Reserve, near Oliver, BC	Roman Catholic
British Columbia	Penticton		September 5, 1922 November 1, 1947	September 1, 1946 September 1, 1963	On the Penticton Indian Reserve No. 1 at the foot of Okanagan Lake	Roman Catholic
British Columbia	Port Edward	Port Edward Cannery	February 13, 1945	June 24, 1949	In Port Edward, British Columbia	Non-denominational
British Columbia	Port Essington		December 1, 1885	August 31, 1947	On the Skeena Reserve at Port Essington, B.C.	Methodist Church United Church
British Columbia	Port Simpson	Fort Simpson	1875	September 1, 1975	At Port Simpson, approximately 25 miles from Prince Rupert	Methodist Church United Church
British Columbia	Portage	Stuart-Trembleur	October 1, 1975	September 1, 1990	On the Nancut Indian Reserve	
British Columbia	Prophet River		January 1, 1946	September 1, 1994	On Prophet River Reserve	Roman Catholic

British Columbia	Quatsino	Koskemo	September 1, 1935 September 1, 1948	September 1, 1941 September 1, 1965	Quattishe Indian Reserve No. 1	Anglican Church
British Columbia	Quilchena		February 8, 1960	September 1, 1971	Quilchena, B.C.	Roman Catholic
British Columbia	Redstone Meadows	Red Stone Meadows Redstone Alexis Creek	November 1, 1943 September 1, 1959	March 31, 1952 June 30, 1966	Redstone Flats Indian Reserve No. 1	Roman Catholic
British Columbia	Roche Déboulé	Rocher Deboule Rocher De Boule Hagwilget	January 3, 1911	July 1, 1960	New Hazelton, B.C.	Roman Catholic
British Columbia	Saanich	East Saanich Saanich Catholic	December 1, 1941	July 1, 1951	At East Saanich, B.C.	Roman Catholic
British Columbia	Sea Bird	Seabird Seabird Island	September 1, 1923	June 30, 1968	East of Agassiz	Roman Catholic
British Columbia	Seton Lake	Shalalth Seton Lake Nursery- Kindergarten	January 1, 1925	September 1, 1975	Slosh Indian Reserve No. 1	Roman Catholic
British Columbia	Shell Beach		September 1, 1955	October 31, 1965	Ladysmith, B.C.	Roman Catholic
British Columbia	Shesley	Sheslay	June 1, 1946	December 31, 1958	At Shesley, British Columbia	Roman Catholic
British Columbia	Shulus	Sholus	August 1, 1908 August 1, 1944	October 1, 1942 September 1, 1976	Lower Nicola, B.C.	Anglican Church
British Columbia	Skidegate		1894	August 1, 1965	Five miles east of Queen Charlotte City	Methodist Church United Church
British Columbia	Skwah	Chilliwack	March 5, 1914	September 1, 1952	One mile north of Chilliwack, BC	Roman Catholic
British Columbia	Sliammon		January 1, 1909	November 1, 1961	In Powell River, B.C.	Roman Catholic
British Columbia	Smith's Inlet	Takush	September 1, 1928 September 1, 1950	June 30, 1939 September 1, 1964	Indian Reserve No. 3 at Takush Harbour, Smiths Inlet	United Church
British Columbia	Snowcap	Day School at Skookumchuck	October 13, 1961	July 31, 1966	On the Skookumchuck Indian Reserve at Skookumchuck, B.C.	Roman Catholic

British Columbia	Songhees	Songhees Indian Day School	September 1, 1913	June 30, 1965	Songhees Reserve No. 1	Roman Catholic
British Columbia	St. Catharine's	Ste. Catherine's Cowichan Indian Day School Comeaken Comeakin	September 1, 1923	September 1, 1973	Cowichan Indian Reserve No. 1	Roman Catholic
British Columbia	St. Paul	St. Paul's Indian Day School Squamish Day School	September 1, 1959	September 1, 1973	North Vancouver	Roman Catholic
British Columbia	Stone		December 1, 1963 November 1, 1965 September 1, 1967	December 31, 1964 January 30, 1966 September 1, 1989	On the Stone Indian Reserve	Roman Catholic
British Columbia	Stoney Creek	Stony Creek Stony Creek Kindergarten Stoney Creek Kindergarten	October 1, 1947 September 1, 1962	June 30, 1958 September 1, 1988	Near Valocated 10 miles southwest of Vanderhoof	Roman Catholic
British Columbia	Sugar Cane	(Williams Lake) Sugar Cane Indian Day School	January 1, 1955	August 7, 1967	At Williams Lake, BC	Roman Catholic
British Columbia	Tache	Tatshe Indian Day School Tachie Taché Eugene Joseph	November 1, 1963	September 1, 1990	On the Tache Indian reserve	Roman Catholic
British Columbia	Tahltan		June 1, 1934 September 1, 1950	August 31, 1943 September 1, 1952	On the Tahltan Reserve, near Telegraph Creek	Anglican Church
British Columbia	Takla Landing	Takla Lake	June 1, 1937 September 1, 1962	March 1, 1956 September 1, 1994	North Takla Lake Indian Reserve No. 7	Roman Catholic
British Columbia	Tanaktouk		September 1, 1957	June 30, 1969	Deadpoint Indian Reserve No. 5	Anglican Church
British Columbia	Telegraph Creek		September 1, 1906	September 1, 1924	Telegraph Creek, British Columbia	

British Columbia	Tsartlip	West Saanich School Tsartlip Consolidated School Tsartlip Elementary	October 1, 1931	September 1, 1988	On the Tsartlip Reserve	Roman Catholic
British Columbia	Turnour Island		September 1, 1948	August 31, 1965	On Karlukwees I.R. No. 1 on Turnour Island, British Columbia	Anglican Church
British Columbia	Ucluelet		1894/1895 January 1, 1927 September 1, 1948	June 30, 1925 September 1, 1943 June 30, 1966	Iltatsoo Reserve No. 1	Presbyterian United Church
British Columbia	Ulkatcho Seasonal School		November 1, 1940	September 1, 1943	On Ulkatcho Indian Reserve in Anahim Lake, BC	Roman Catholic
British Columbia	Upper Nicola	Douglas Lake	January 1, 1954	July 31, 1970	On Upper Nicola Indian Reserve # 3 (Douglas Lake)	Roman Catholic
British Columbia	Westholme		November 23, 1949	June 30, 1964	On Halalt Reserve No. 2.	Roman Catholic
Manitoba	Anama Bay		September 1, 1979	September 1, 1981	Dauphin River Reserve; Gypsumville, Manitoba	
Manitoba	Berens River (RC)	Berens River No. 003	August 1, 1918	September 1, 1966	Berens River, Manitoba	Roman Catholic
Manitoba	Berens River (UC)	Berens River No. 002	1901	September 1, 1967	Berens River, Manitoba	Methodist United Church
Manitoba	Big Eddy	Carrot River Big Eddy Nursery and Kindergarten	1884 September 1, 1966	September 1, 1965 September 1, 1974	The Pas, Manitoba	Anglican Church
Manitoba	Birdtail Sioux	Birdtail Bird Tail Birdtail Nursery	September 1, 1957 January 1, 1975	September 1, 1963 January 31, 1976	Birdtail Sioux Indian Reserve Uno, Manitoba	Presbyterian

Manitoba	Bloodvein (Interdenominational)	Miskoosepi	September 1, 1967	September 1, 1985	Bloodvein Indian Reserve, Manitoba	Interdenominational
Manitoba	Bloodvein River (Mennonite)	Bloodvein Mennonite Bloodvein Protestant Bloodvein (UC)	September 1, 1964	September 1, 1967	Bloodvein Indian Reserve, Manitoba	Mennonite
Manitoba	Bloodvein River (Methodist)		October 1, 1903	March 31, 1920	Bloodvein Reserve	Methodist
Manitoba	Bloodvein River (RC)		August 16, 1920	September 1, 1967	Bloodvein Indian Reserve, Manitoba	Roman Catholic
Manitoba	Brokenhead	Broken Head River Brokenhead River Brokenhead Kindergarten	1875	June 30, 1970	Brokenhead Reserve, Scantbury, Manitoba	Anglican Church
Manitoba	Chemawawin	Cedar Lake	1884	June 30, 1964	Cedar Lake, Manitoba	Anglican Church
Manitoba	Churchill (AC)	Churchill Kindergarten	September 1, 1963	June 30, 1966	Churchill, Manitoba	Anglican Church
Manitoba	Churchill (Seasonal)	St. Paul's Churchill Indian School	June 1, 1934 June 1, 1940	August 31, 1938 August 31, 1940	Fort Churchill, Manitoba (1934-1938); Long Point Winter Camp (1939-1940)	Anglican Church
Manitoba	Crane River		September 1, 1947	September 1, 1960	Crane River Reserve, Manitoba	Roman Catholic Church
Manitoba	Cross Lake (RC)	Natimik	February 25, 1930	September 1, 1969	Cross Lake, Manitoba	Roman Catholic
Manitoba	Cross Lake (UC)	Wapak	1902	September 1, 1969	Cross Lake, Manitoba	United Church
Manitoba	Cross Lake School	Natimik North Natimik South Wapak Cross Lake Junior High School Wapak Junior High Saggitowack Nekopak Otter Nelson River	September 1, 1969	September 1, 1988	Cross Lake, Manitoba	Non-Denominational

		School				
Manitoba	Easterville	E.J. Johnson Chemawawin	September 1, 1964	September 1, 1981	Easterville, Manitoba	Anglican Church
Manitoba	Ebb and Flow Lake North		September 1, 1955	September 1, 1968	Ebb and Flow Indian Reserve, Manitoba	Roman Catholic
Manitoba	Ebb and Flow Lake South	Ebb and Flow	1885	June 30, 1967	Ebb and Flow Indian Reserve, Manitoba	Roman Catholic
Manitoba	Fairford	Fairford Improved Fairford #1A	February 1, 1916	September 1, 1957	Fairford, MB	Anglican Church
Manitoba	Fairford #1	Fairford Lower	September 1, 1941 May 1, 1947	October 30, 1945 December 30, 1950	Fairford, MB	Anglican Church
Manitoba	Fairford #2	Fairford Upper	September 1, 1949	September 1, 1957	Fairford, MB	Anglican Church
Manitoba	Fairford #3	Fairford West	October 27, 1948 February 19, 1951 January 1, 1958	November 30, 1949 March 1, 1956 September 1, 1963	Fairford, MB	Anglican Church
Manitoba	Fairford (Consolidated)		September 1, 1957	June 30, 1970	Fairford, MB	Anglican Church
Manitoba	Fisher River		March 1, 1881	September 1, 1984	Koostatak, Manitoba	Methodist United Church
Manitoba	Fort Alexander #1 - (AC)	Upper Protestant Prot-Day School	July 1, 1890 September 1, 1965	September 1, 1964 September 1, 1966	Fort Alexander Indian Reserve, Manitoba; South side/bank of the Winnipeg River	Anglican Church

Manitoba	Fort Alexander #2 - (RC)	North Shore School	September 1, 1949 September 1, 1956	September 1, 1954 December 16, 1974	Fort Alexander Indian Reserve, Manitoba	Roman Catholic Interdenominational
Manitoba	Fort Alexander #3 - (AC)	Northside (Anglican)	April 7, 1952	September 1, 1962	Fort Alexander Indian Reserve, Manitoba	Anglican Church
Manitoba	Fort Alexander #4 - (RC)		June 1, 1955	September 1, 1961	Fort Alexander Indian Reserve, Manitoba; on the north side of the Winnipeg River	Roman Catholic
Manitoba	Garden Hill		September 1, 1946	September 1, 1991	Garden Hill, Island Lake, Manitoba	United Church
Manitoba	God's Lake Gold Mine		October 1, 1946	December 31, 1955	God's Lake Gold Mine, MB	Non-denominational
Manitoba	God's Narrows (Combined)	God's Lake	September 1, 1968	September 1, 1993	God's Lake Narrows, MB	Interdenominational
Manitoba	God's Narrows (RC)	God's Lake (RC)	June 1, 1935	September 1, 1968	God's Lake Narrows, MB	Roman Catholic
Manitoba	God's Narrows (UC)	God's Lake (UC)	September 1, 1922 June 10, 1931	September 1, 1929 September 1, 1968	God's Lake Narrows, MB	United Church
Manitoba	God's River	Amos Okemow Memorial God's River Lodge	September 1, 1959	September 1, 1994	God's River, Manitoba	Roman Catholic
Manitoba	Grand Rapids	Grand Rapids Kindergarten	1885 February 1, 1963	September 1, 1961 September 1, 1967	Grand Rapids, Manitoba	Anglican Church
Manitoba	Granville Lake		September 25, 1972	September 1, 1980	Granville Lake, Manitoba	
Manitoba	Griswold Sioux	Oak River Griswold	September 1, 1955	September 1, 1966	Griswold, Manitoba	Roman Catholic
Manitoba	Guy Hill		September 1, 1968	June 30, 1979	Clearwater Lake, MB	Roman Catholic
Manitoba	Hollowwater River (AC)	Hollow Water River Hollow Water Protestant	December 1, 1884	September 1, 1968	Wanipigow, Manitoba	Anglican Church
Manitoba	Hollowwater River (RC)	Hollow Water River	September 1, 1953	September 1, 1968	Wanipigow, Manitoba	Roman Catholic
Manitoba	Island Lake (RC)	St. Theresa Point St. Therese School	September 1, 1928	September 1, 1990	Massinacap, Island Lake; St. Theresa Point, Island Lake, Manitoba	Roman Catholic

Manitoba	Island Lake (UC)	Lowesville Methodist Island Lake Protestant	November 3, 1902	September 1, 1959	Island Lake Reserve No. 2, Island Lake, Manitoba	Methodist; United Church
Manitoba	Jack River (AC)	Jack River Church of England Day School	December 1, 1904	September 1, 1965	Jack River Reserve (1911- 1928); Norway House Reserve (1922-1933)	Anglican Church
Manitoba	Jack River (RC)		September 1, 1925	August 30, 1968	Jack River Reserve (1925- 1928); Norway House Reserve (1929-1939)	Roman Catholic
Manitoba	Jackhead		September 1, 1922	June 30, 1981	Dallas, Manitoba; Jackhead Harbour, Manitoba	Anglican Church
Manitoba	Koostatak Centre	Koostatak	January 19, 1953	September 1, 1963	Koostatak, Manitoba	United Church
Manitoba	Lac Brochet	Lac du Brochet Northlands Brochet	September 1, 1974	September 1, 1995	Lac Brochet Indian Reserve	
Manitoba	Lake Manitoba No. 1	Dog Creek	1894	September 25, 1979	Lake Manitoba Indian Reserve No. 46	Roman Catholic
Manitoba	Lake Manitoba No. 2		September 13, 1952	September 1, 1963	Fisher River Agency; Vogar, Manitoba	Roman Catholic
Manitoba	Lake St. Martin		June 30, 1875	September 1, 1989	Lake St. Martin reserve; Gypsumville, Manitoba	Anglican Church
Manitoba	Little Black River	Black River	1875 October 15, 1951	April 1, 1947 September 1, 1981	Little Black River, Manitoba	Anglican Church United Church
Manitoba	Little Grand Rapids (RC)		March 1, 1927	September 1, 1970	Little Grand Rapids, Manitoba	Roman Catholic
Manitoba	Little Grand Rapids (UC)		July 1, 1904	September 1, 1981	Little Grand Rapids, Manitoba	United Church
Manitoba	Little Saskatchewan	Little Saskatchewan (AC)	September 1, 1876	September 1, 1994	Little Saskatchewan Reserve; Gypsumville, Manitoba	Anglican Church
Manitoba	Lizard Point		September 1, 1956	September 1, 1964	Angusville; Rossburn, Manitoba	United Church
Manitoba	Long Plain #1		September 1, 1947	September 1, 1963	Edwin, Manitoba	United Church

Manitoba	Long Plain #2	Long Plain Kindergarten	September 1, 1952 February 1, 1966	September 1, 1965 September 1, 1977	Long Plain Indian Reserve; Edwin, Manitoba	United Church
Manitoba	Long Plain #3	Keeseekoowenin	September 1, 1957	September 1, 1959	Long Plain Indian Reserve; Edwin, Manitoba	United Church
Manitoba	Murdoch	Murdock Centre	September 1, 1948	September 1, 1963	Dallas, Manitoba	Anglican Church; United Church
Manitoba	Nelson House (RC)	St. Patrick's RC School Catholic Point School	October 1, 1925	March 16, 1970	Nelson House, Manitoba	Roman Catholic
Manitoba	Nelson House (UC)	Roland Lauze	January 1, 1901 September 1, 1948	September 1, 1947 September 1, 1981	Nelson House, Manitoba	Methodist United Church
Manitoba	Nickaway		September 1, 1958	November 1, 1968	Norway House, Manitoba	Roman Catholic
Manitoba	Oak River Sioux	Oak River North Sioux Valley School	1889 May 19, 1913	December 1, 1907 September 1, 1978	Griswold, Manitoba	Anglican Church
Manitoba	Oak River South		January 1, 1959	September 1, 1964	Oak River Reserve, Portage La Prairie Indian Agency, MB	Anglican Church
Manitoba	Oxford House (Consolidated)		January 1, 1967	September 1, 1993	Oxford House, Manitoba	
Manitoba	Oxford House 1		September 1, 1907	January 1, 1967	Oxford House, Manitoba	United Church
Manitoba	Oxford House 2		September 1, 1947	September 1, 1962	Oxford House, Manitoba	United Church
Manitoba	Oxford House 3		September 1, 1952	January 1, 1967	Oxford House, Manitoba	Roman Catholic
Manitoba	Pausingassi		September 1, 1963	September 1, 1981	Little Grand Rapids, Manitoba; Pausingassi Settlement, Manitoba	Mennonite
Manitoba	Peguis (AC) #1	Peguis South-West No. 1	January 1, 1949	September 1, 1966	Peguis Reserve, Manitoba; Hodgson, Manitoba	Anglican Church
Manitoba	Peguis (AC) #2	Peguis South	November 1, 1911	September 1, 1966	Peguis Reserve, Manitoba	Anglican Church
Manitoba	Peguis (AC) #3	Peguis Centre	October 1, 1920 January 1, 1948	June 30, 1946 September 1, 1966	Peguis Reserve, Manitoba; Hodgson, Manitoba	Anglican Church
Manitoba	Peguis (AC) #4	Peguis North	November 1, 1911	September 1, 1966	Peguis Reserve, Manitoba; Dallas, Manitoba	Anglican Church
Manitoba	Peguis (RC)	Peguis R.C.	September 1, 1958	September 1, 1966	Hodgson, Manitoba	Roman Catholic

Manitoba	Peguis Central	Chief Peguis Junior High	September 1, 1958	September 1, 1977	Hodgson, Manitoba	Anglican Church
Manitoba	Pine Bluff		September 1, 1922	March 7, 1966	Pine Bluff Reserve, Manitoba; Pas Agency	Roman Catholic
Manitoba	Pine Creek		April 1, 1969	September 1, 1984	Camperville, Manitoba	
Manitoba	Pipestone	Oak Lake Oak Lake Sioux	October 1, 1950	September 1, 1968	Oak Lake Sioux, Manitoba	Roman Catholic
Manitoba	Playgreen	Playgreen Lake	September 1, 1956	September 1, 1969	Norway House, Manitoba	United Church
Manitoba	Poplar River (Consolidated)		July 1, 1969	September 1, 1981	Poplar River, Manitoba; Negginan, Manitoba	Interdenominational
Manitoba	Poplar River (RC)		November 1, 1961	September 1, 1969	Poplar River, Manitoba	Roman Catholic
Manitoba	Poplar River (UC)	Poplar River (Protestant)	1884	July 1, 1969	Poplar River, MB Negginan, MB	Methodist United Church
Manitoba	Pukatawagan		June 1, 1950	September 1, 1987	Pukatawagan, Manitoba	Roman Catholic
Manitoba	Red Sucker Lake		September 1, 1952	September 1, 1990	Red Sucker Lake, Manitoba	United Church
Manitoba	Rolling River Day School		January 1, 1952	June 30, 1961	Rolling River Reserve	Presbyterian
Manitoba	Roseau Rapids		October 1, 1903	September 30, 1920	Roseau Rapids Reserve, Manitoba	Non-Denominational
Manitoba	Roseau River (RC)		September 1, 1950	September 1, 1967	Roseau River Reserve; Letellier, Manitoba	Roman Catholic
Manitoba	Roseau River (UC)		September 1, 1959	September 1, 1967	Roseau River Reserve; Dominion City, Manitoba	United Church
Manitoba	Roseau River Kindergarten	Roseau River Nursery	September 1, 1967	April 1, 1980	Roseau River Reserve	
Manitoba	Rossville	Norway House Pi-se-qui-nip Rundle School Ta-pas-ta-num	September 1, 1875	September 1, 1957	Norway House, Manitoba	United Church

Manitoba	Sagittawack (RC)	Sagittawack R.C. Sagittowack Sagittawuk	January 1, 1950	September 1, 1969	Cross Lake, Manitoba	Roman Catholic Non- Denominational
Manitoba	Sagittawack (UC)	Sagittawac U.C. Sagittawuk Sagittawak Sagittawuk Sagittowak	September 1, 1948	October 11, 1967	Cross Lake, Manitoba	United Church
Manitoba	Sagkeeng Consolidated	South Shore School	September 1, 1969	September 1, 1976	Fort Alexander, Manitoba	
Manitoba	Sandy Bay		September 1, 1970	September 1, 1974	Marius, Manitoba	
Manitoba	Shamattawe	Shamattawa-Nelson River Nelson River- Shamattawa Nelson House- Shamattawa Shamattawa-Nelson House	June 1, 1949	September 1, 1988	Shamattawa, Manitoba	Anglican Church
Manitoba	Shoal River (AC)	St. Andrews	1890	September 1, 1957	Shoal River Indian Reserve, Manitoba	Anglican Church
Manitoba	Shoal River (RC)		September 1, 1954	September 1, 1957	Shoal River, Pelican Rapids, Manitoba	Roman Catholic
Manitoba	Split Lake		January 1, 1909	September 1, 1990	Split River, Manitoba	Anglican Church
Manitoba	St. Peter's (North)	North St. Peter's Day School	December 31, 1874	April 30, 1925	St. Peter's Reserve (North), Manitoba Clandeboyne Agency	Anglican Church
Manitoba	Stedman's School	Stedman	July 1, 1977	September 1, 1981	Fairford Reserve, Manitoba	
Manitoba	Swan Lake	Indian Springs	January 1, 1903	September 1, 1964	Swan Lake Reserve, Manitoba	United Church
Manitoba	Tadoule Lake School		September 1, 1974	September 1, 1995	Tadoule Lake, Manitoba	

Manitoba	Tatowich	Cross Lake R.C. Day #597	September 1, 1962	June 30, 1968	Cross Lake Indian Reserve, Manitoba, Norway House Indian Agency	Roman Catholic Inter-denominational
Manitoba	The Pas	Carrot River (Classroom)	1880	September 1, 1966	The Pas, Manitoba	Anglican Church
Manitoba	Tower Island		September 1, 1953	November 1, 1968	Norway House Agency, Manitoba	Anglican Church
Manitoba	Valley River	Valley River Kindergarten	April 1, 1946	September 1, 1972	Valley River Reserve, Manitoba	Roman Catholic
Manitoba	Wassagamach	Wasagamack Waasagamach Wassagamack George Knott	September 1, 1966	September 1, 1992	St. Theresa Point, Manitoba	
Manitoba	Wassagamach (RC)	Wasagamach RC Seasonal	June 1, 1951	September 30, 1956	St. Theresa Point, Manitoba	Roman Catholic
Manitoba	Wassagamach (UC)	Wasagamach UC Seasonal	June 1, 1955	September 1, 1961	St. Theresa Point, Manitoba	United Church
Manitoba	Waterhen River	Water Hen Waterhand	1882 September 1, 1924	December 31, 1921 June 30, 1971	Waterhen (River) Reserve, Manitoba	Roman Catholic
Manitoba	Waywayseeecappo		April 2, 1951	September 1, 1961	Lizard Point; Near Rosburn and Angusville, Manitoba	United Church Presbyterian
Manitoba	York Factory		1904 June 1, 1920	June 30, 1916 September 30, 1941	York Factory Reserve, Manitoba	Anglican Church
Manitoba	York Landing		September 7, 1971	September 1, 1994	York Landing, MB	
New Brunswick	Big Cove		September 1, 1897	September 1, 1985	Elsipogtog First Nation	Roman Catholic
New Brunswick	Burnt Church		1880	September 1, 1982	Burnt Church Reserve	Roman Catholic
New Brunswick	Edmundston		January 1, 1911	June 30, 1923	Edmundston Reserve in Madawaska County	Roman Catholic
New Brunswick	Eel Ground		1882	November 1, 1993	Eel Ground Reserve	Roman Catholic
New Brunswick	Eel River		January 1, 1913	June 30, 1957	Eel River Bar Reserve in Restigouche County	Roman Catholic

New Brunswick	Indian Island		September 1, 1930	June 30, 1940	Indian Island Micmac Reserve	
New Brunswick	Kingsclear	Kings Clear	1883	September 1, 1975	Kingsclear	Roman Catholic
New Brunswick	Oromocto		September 7, 1909 September 1, 1955	June 30, 1940 June 30, 1967	Oromocto First Nation	Roman Catholic
New Brunswick	Red Bank	Metepenagiag	September 1, 1914	July 31, 1992	On Red Bank Reserve	Roman Catholic
New Brunswick	St. Mary's	Devon North Devon	1883	September 1, 1985	On St. Mary's Reserve	Roman Catholic
New Brunswick	Tobique	Mah-Sos	February 1, 1881 September 1, 1976	September 1, 1975 September 1, 1984	On Tobique Indian Reserve No. 20	Roman Catholic
New Brunswick	Woodstock	Woodstock Primary and Senior Department Indian School	September 1, 1909	January 1, 1965	On Woodstock Indian Reserve	Roman Catholic
Northwest Territories	Aklavik	Aklavik Old	January 1, 1950	April 1, 1969	Aklavik	Anglican Church Roman Catholic
Northwest Territories	Arctic Red River		January 1, 1951	April 1, 1969	Arctic Red River	Roman Catholic
Northwest Territories	Fort Franklin		July 1, 1950	April 1, 1969	Fort Franklin	Roman Catholic
Northwest Territories	Fort Good Hope		July 1, 1950	April 1, 1969	At the Fort Good Hope Settlement	Roman Catholic
Northwest Territories	Fort Liard	Ft. Liard School	September 1, 1955	April 1, 1969	Fort Liard	
Northwest Territories	Fort McPherson	St. Matthew's Day Peter Warren Dease	September 3, 1946	April 1, 1969	Fort McPherson	Anglican Church
Northwest Territories	Fort Norman	Collin Campbell	September 1, 1947	April 1, 1969	Fort Norman Settlement	Roman Catholic
Northwest Territories	Fort Providence	Elizabeth Ward	September 1, 1959	April 1, 1969	Fort Providence on the north side of the Mackenzie River	Roman Catholic
Northwest Territories	Fort Rae	Rae	April 15, 1948	April 1, 1969	Fort Norman Agency, situated on Great Slave Lake	Roman Catholic

Northwest Territories	Fort Resolution	Peter Pond	March 14, 1950	April 1, 1969	Great Slave Lake near the mouth of the Slave River	
Northwest Territories	Fort Simpson	Fort David's Riverview Thomas Simpson	September 1, 1948	April 1, 1969	Fort Simpson, NWT	Protestant Roman Catholic
Northwest Territories	Fort Simpson (RC)	St. Margaret's Ste. Margaret's Simpson Day	1919	January 31, 1956	On the Mackenzie River; Fort Simpson, NWT	Roman Catholic
Northwest Territories	Fort Smith	Joseph Burr Tyrell School	September 1, 1948	April 1, 1969	Fort Smith	Roman Catholic
Northwest Territories	Fort Wrigley		June 1, 1956 September 1, 1964	June 30, 1962 September 1, 1969	Fort Wrigley, close to the airport	Roman Catholic
Northwest Territories	Hay River High School	Hay River Secondary School	September 1, 1967	April 1, 1969	Hay River, NWT	Non-Denominational
Northwest Territories	Hay River School	Princess Alexandra School Hay River Elementary	February 28, 1949	April 1, 1969	Hay River, NWT	Non-Denominational
Northwest Territories	Holman Island	Holman	September 1, 1965	April 1, 1969	Holman Island, NWT	Non-Denominational
Northwest Territories	Inuvik	Aklavik - East 3 Samuel Hearne Sir Alexander Mackenzie	September 1, 1956	April 1, 1969	Inuvik, NWT	Anglican Roman Catholic
Northwest Territories	Jean Marie River	Marie River	October 5, 1953 September 1, 1955	October 18, 1953 April 1, 1969	At the mouth of the Rabbitskin River in the District of Mackenzie, NWT	Roman Catholic
Northwest Territories	Lac la Martre Day School		September 1, 1954	April 1, 1969	Lac la Martre, NWT	Roman Catholic
Northwest Territories	Nahanni Butte	Paul Tesou	September 1, 1955 September 1, 1963	January 1, 1963 April 1, 1969	Nahanni Butte	Roman Catholic
Northwest Territories	Norman Wells		September 1, 1960	April 1, 1969	Norman Wells, NWT	
Northwest Territories	Pine Point		September 1, 1965	April 1, 1969	Pine Point, NWT	

Northwest Territories	Reindeer Station	Reindeer Depot Reindeer Range	October 8, 1956	June 30, 1968	Reindeer Station, NWT	Protestant
Northwest Territories	Rocher River Day School		September 1, 1949	December 31, 1959	North of Fort Resolution	Roman Catholic
Northwest Territories	Sachs Harbour		September 1, 1968	April 1, 1969	Sachs Harbour, NWT	-
Northwest Territories	Snowdrift		July 18, 1957	April 1, 1969	On the southeast shore of Great Slave Lake in the District of Mackenzie close to the treeline and less than a mile from the mouth of the Snowdrift River to the northeast	Roman Catholic
Northwest Territories	Trout Rock Seasonal School	Ptarmigan Point Seasonal School	May 1, 1958	September 30, 1959	Trout Lake, NWT; Ptarmigan Point	
Northwest Territories	Tuktoyaktuk		September 8, 1947	April 1, 1969	Tuktoyaktuk, NWT	
Nova Scotia	Afton		December 1, 1913	September 1, 1969	Afton Reserve, Paq'tnkek First Nation	Roman Catholic
Nova Scotia	Bear River		February 1, 1872	July 1, 1942	Bear River Reserve	Roman Catholic
Nova Scotia	Eskasoni		November 1, 1875	September 1, 1980	Ekasoni, Nova Scotia	Roman Catholic
Nova Scotia	Indian Cove	Pictou Landing	1880	June 30, 1985	Micmac Indian Reserve at Fisher's Grant, near Pictou. The Reserve is also known as the Indian Cove or Fisher's Cove Reserve.	Roman Catholic
Nova Scotia	Malagawatch	Big Harbour Island	January 10, 1910	April 30, 1942	Malagawatch, Nova Scotia, on a Micmac reserve	Roman Catholic
Nova Scotia	Middle River	Wagamatcook Wagmatcook Nagamatcook	November 1, 1883	September 1, 1987	Middle River/Wagmatcook Reserve	Roman Catholic
Nova Scotia	Millbrook		1898	September 1, 1956	Millbrook Indian Reserve, near Truro	Roman Catholic

Nova Scotia	New Germany		September 1, 1887	December 31, 1926	New Germany Indian Reserve, Lunenburg County, Nova Scotia	Roman Catholic
Nova Scotia	Salmon River	St. Anne's Barra Head Chapel Island	1886	June 30, 1965	Salmon River, Chapel Island	Roman Catholic
Nova Scotia	Shubenacadie	Micmac Indian Day Indian Brook Day Sister Cody Kindergarten	September 1, 1894 September 1, 1943	February 28, 1930 February 14, 1997	Indian Brook Reserve	Roman Catholic
Nova Scotia	Sydney	Sydney Bay Olsebookt	September 1, 1903	December 31, 1964	The school was located on Kings Road Reserve until 1927, then on the Membertou Reserve at a different location in the city	Roman Catholic
Nova Scotia	Whycocomagh	Wyacocomagh	July 1874	October 1, 1993	On Whycocomagh Reserve	Roman Catholic
Nunavut	Arctic Bay		September 1, 1958	April 1, 1970	Arctic Bay, Baffin Island	Protestant
Nunavut	Baker Lake		January 28, 1957	April 1, 1970	Baker Lake, NWT	
Nunavut	Belcher Island	The South Camp School Belchers	September 20, 1960	April 1, 1970	At the south end of Belcher Islands	Protestant
Nunavut	Cambridge Bay		September 1, 1956	June 30, 1969	Cambridge Bay on Victoria Island	Anglican Church
Nunavut	Cape Dorset		September 26, 1950 September 1, 1954	June 30, 1953 April 1, 1970	Cape Dorset	Non-Denominational
Nunavut	Chesterfield Inlet	Sir Joseph Bernier Joseph Bernier Victor Sammurtok	September 20, 1951	April 1, 1970	Chesterfield Inlet	Roman Catholic
Nunavut	Clyde River		October 30, 1960	April 1, 1970	Arctic Education District, Baffin Island Region	Protestant

Nunavut	Coppermine	Kugluktuk School	September 1, 1950	September 30, 1969	Coppermine Settlement	Non-Denominational
Nunavut	Eskimo Point		September 21, 1959	April 1, 1970	Eskimo Point	
Nunavut	Frobisher Bay	Apex Hill Air Base School Sir Martin Frobisher	November 1, 1955	April 1, 1970	Frobisher Bay	Protestant
Nunavut	Gjoa Haven		October 1, 1962	April 1, 1969	Gjoa Haven	Roman Catholic Protestant
Nunavut	Grise Fiord		September 1, 1962	April 1, 1970	South shore of Ellesmere Island	Protestant
Nunavut	Hall Beach	Hall Lake Government School	March 1, 1967	April 1, 1970	A community on the northeastern coast of the Melville Peninsula; Baffin Region	Anglican Church
Nunavut	Igloodik		October 3, 1960	April 1, 1970	Igloodik	
Nunavut	Lake Harbour		October 1, 1949 May 1, 1960	August 1, 1950 April 1, 1970	Baffin Island, Nunavut	Anglican Church
Nunavut	Padloping Island		September 1, 1962	April 1, 1970	On the northeast coast of Baffin Island, about a hundred miles north of Pangnirtung	
Nunavut	Pangnirtung		October 1, 1956	April 1, 1970	Baffin Island, Nunavut Franklin District, NWT (Nunavut)	Protestant
Nunavut	Pelly Bay		September 1, 1962	April 1, 1969	In the south bay of the Gulf of Boothia, approximately 125 miles south east of Spence Bay	Roman Catholic
Nunavut	Pond Inlet		January 1, 1961	April 1, 1970	Pond Inlet, NWT	Non-

						Denominational
Nunavut	Port Burwell		September 1, 1964	April 1, 1970	Port Burwell, 200 miles northeast of Fort Chimo	
Nunavut	Rankin Inlet	Rankin Inlet Mine	September 15, 1957	April 1, 1970	Rankin Inlet, NWT	
Nunavut	Repulse Bay		November 1, 1968	April 1, 1970	South western edge of Melville Peninsula, north of Southampton Island.	
Nunavut	Resolute Bay		September 1, 1958	April 1, 1970	Resolute Bay	
Nunavut	Southampton Island	Coral Bay Coral Harbour	September 1, 1950	April 1, 1970	Coral Harbor, Southampton Island	Non-denominational
Nunavut	Spence Bay		November 1, 1958	April 1, 1969	Spence Bay, NWT	Protestant
Nunavut	Whale Cove		January 1, 1961	April 1, 1970	Keewatin Region, Rankin Inlet area on the western coast of Hudson Bay about 200 miles northeast of Churchill	Roman Catholic Protestant
Nunavut	Broughton Isle	Qikirtarjuaq	September 1, 1959	April 1, 1970	Broughton island	
Ontario	Abitibi		1908	October 31, 1932	Abitibi, Ontario	Roman Catholic
Ontario	Albany River	Albany Mission Albany Albany North River	1894 August 1, 1949	October 31, 1945 June 30, 1971	Kashechewan, ON	Anglican Church
Ontario	Alnwick	Alderville Mississaugas of Alnwick	1869	June 30, 1969	Alnwick, Ontario (1872) Alderville, Ontario (1880)	Methodist United Church
Ontario	Angling Lake	Wapekeka Lake	September 1, 1968	September 1, 1988	Wapekeka Lake, ON; Angling Lake, ON	
Ontario	Aroand		September 1, 1949	May 31, 1979	On the CNR Transcontinental Line, twelve miles from Nakina, Ontario	Roman Catholic
Ontario	Attawapiskat	Attawapiskat J.R. Nakogee Elementary	March 1, 1947	September 1, 1990	Attawapiskat, Ontario	Roman Catholic

Ontario	Back Settlement	Chippewa of the Thames Muncey	1881	September 1, 1968	Muncey, Ontario	Non-denominational United Church
Ontario	Batchawana	Batchewana Batchewana Bay	October 2, 1912 September 30, 1918 September 1, 1922 May 1, 1948	September 1, 1913 June 30, 1920 June 30, 1945 June 30, 1949	Batchewana Bay Reserve, Ontario	Roman Catholic Church
Ontario	Bear Creek		1876	December 31, 1959	Caradoc Reserve, Ontario	Non-denominational; United Church
Ontario	Bearskin	Bearskin Lake Michikan	May 1, 1948 July 1, 1960	September 30, 1956 September 1, 1988	Bearskin Lake community, Michikan Lake, ON	Anglican Church
Ontario	Big Beaver House	Big Beaver House Summer	May 1, 1955	March 1, 1965	Sioux Lookout Agency, ON	Anglican Church
Ontario	Birch Island	Whitefish River Shawenosowe	October 26, 1891 September 1, 1925	June 30, 1907 June 30, 1988	Whitefish River Reserve, Ontario	Anglican Roman Catholic
Ontario	Buzwah	Buzwah's Village Paswa	1883 September 2, 1913	June 30, 1904 September 1, 1965	Menitoulin Island, Ontario	Roman Catholic
Ontario	Cape Croker (RC)	St. Mary's Cape Croker Junior Cape Croker Junior	1863	September 1, 1994	Cape Croker Reserve, Ontario	Roman Catholic
Ontario	Cape Croker (UC)	Cape Croker Public Cape Croker Senior Cape Croker Senior	September 1, 1964	September 1, 1994	Cape Croker Reserve, Ontario	United Church
Ontario	Cat Lake	Cat Lake Seasonal	July 19, 1935 June 1, 1949	September 30, 1939 September 1, 1988	Cat Lake ON	Anglican Church
Ontario	Christien Island (RC)		January 1, 1934	June 30, 1972	Christian Island Reserve, Cedar Point ON	Roman Catholic
Ontario	Christian Island (UC)		February 23, 1920	September 1, 1990	Christian Island Reserve, Cedar Point ON	United Church
Ontario	Collins		May 1, 1946 January 1, 1960	September 30, 1959 June 30, 1979	Collins, ON	Roman Catholic Anglican Church

Ontario	Constance Lake	Constance Lake Church of England	October 1, 1944	September 1, 1993	Constance Lake Reserve, Chapleau Indian Agency, ON	Anglican Church
Ontario	Cornwall Island	Cornwall Island West	September 1, 1876	June 30, 1983	St. Regis Reserve	Roman Catholic
Ontario	Cornwall Island East		February 10, 1936	September 1, 1958	St. Regis Reserve	Roman Catholic
Ontario	Deer Lake	Anishinabe David Meekis	1914 May 1, 1948	September 30, 1920 September 1, 1990	Deer Lake, ON	Methodist United Church
Ontario	Dokis	Dokis Bay	June 4, 1918 June 1, 1947	June 30, 1942 September 1, 1982	Dokis Reserve in Monetville, ON	Roman Catholic
Ontario	Eagle Lake		September 1, 1960	September 1, 1963	Eagle River, ON	Roman Catholic
Ontario	English River	St. Mary's Mission	May 1, 1920	September 18, 1942	English River, Treaty No. 9 Agency, ON	Anglican Church
Ontario	Ferland School		August 1, 1953	February 1, 1959	Port Arthur Agency (Nakina)	Roman Catholic
Ontario	Fort Frances	Fort Francis St. Margaret's	September 1, 1968	June 30, 1974	Fort Frances, ON	
Ontario	Fort Hope	John C. Yesno	September 1, 1913	September 1, 1993	Fort Hope, Eabamet Lake, ON	Anglican Church
Ontario	Fort Severn	Mistikwospwagan	July 23, 1934 June 1, 1954	September 19, 1934 September 1, 1988	Fort Severn, Ontario	Anglican Church (1954-1964) Non-denominational (1969-1974)
Ontario	French Bay		1868-1869 January 8, 1934	September 30, 1933 September 1, 1967	Saugeen Reserve, ON	United Church
Ontario	Garden River (AC)	Garden River Protestant	1868	September 1, 1967	Garden River Indian Reserve	Anglican Church
Ontario	Garden River (RC)		1875	June 30, 1969	Garden River Indian Reserve	Roman Catholic
Ontario	Garden Village		January 3, 1906	December 31, 1943	Nipissing Indian Reserve	Roman Catholic
Ontario	Georgina Island		1868	September 1, 1980	R.R. 2, Sutton West, Ontario	Methodist Church United Church
Ontario	Gibson	Sahanatlen School Watha Band School	1882	September 1, 1958	Gibson Reserve, nine miles from Bala, ON	Methodist United Church

Ontario	Golden Lake		1877	June 30, 1968	Golden Lake Reserve, County of Renfrew, On	Roman Catholic
Ontario	Goulais Bay	Goulais Mission	February 20, 1905	September 1, 1969	Goulais Bay Indian Reserve, Batchewaung Bay	Roman Catholic
Ontario	Grand Bay/McIntyre Bay	Sand Point	October 1, 1920 May 1, 1927	September 1, 1924 November 1, 1942	Off Lake Nipigon, near Macdiarmid, ON	Roman Catholic
Ontario	Grassy Narrows		September 1, 1965	September 1, 1990	English River Indian Reserve No. 21, Grassy Narrows, ON	Roman Catholic
Ontario	Gull Bay	St. Kateri Tekawitha	August 1, 1915 October 1, 1928	June 30, 1919 March 31, 1988	Gull River Indian Reserve No. 55, on Gull Bay	Roman Catholic
Ontario	Henry Coaster Memorial	Ogoki Indian Day School Marten Falls Reserve Day School Ogoki Post Day	September 8, 1970	September 1, 1993	Ogoki Post, via Nakina, ON	None
Ontario	Henvey Inlet	Miller School (Henvey's Inlet)	September 1, 1921	April 30, 1925	On an inlet of Georgian Bay, ON.	Non-Denominational
Ontario	Hornepayne	Hornepayne Seasonal School	September 1, 1951	September 30, 1962	Nakina Agency, ON	Anglican Church
Ontario	I.L. Thomas ²	Six Nations B I.L. Thomas Odadrihonyani'ta	September 1, 1989	September 1, 1997	Six Nations Indian Reserve No. 40, Ohsweken, ON	None
Ontario	Islington	Whitedog Indian Day School	August 13, 1955	September 1, 1985	Whitedog, Islington Reserve No. 29	Anglican Church
Ontario	J.C. Hill Sr. Elementary School ³	J.C. Hill Junior School Ohsweken Central	September 1, 1969	September 1, 1997	Six Nations Indian Reserve No. 40, Ohsweken, ON	None
Ontario	Jamieson ⁴		September 1, 1976	September 1, 1997	Ohsweken Indian Reserve, No. 40, Six Nations, Ohsweken, ON	None

² Still a federally-operated school.

³ Still a federally-operated school.

⁴ Still a federally-operated school.

Ontario	Kaboni		September 4, 1916	June 30, 1986	Kaboni, Wikwemikong Unceded Indian Reserve No.26	Roman Catholic
Ontario	Kasabanika Lake	Kasabonika Kassabonika Sineonokway Native	September 1, 1960	September 1, 1988	Kassabonika Lake, ON	Anglican Church
Ontario	Kashechewan School	St. Andrews Kashechewan Elementary	September 1, 1971	September 1, 1989	Kashechewan, ON (Albany River)	Anglican Church
Ontario	Kettle Point	Kettle Point Kindergarten Kettlepoint	1870	September 1, 1990	Kettle Point Reserve near Forest, ON	Anglican Church
Ontario	Kingfisher Lake	Kamisquabika	September 1, 1966	September 1, 1988	Kingfisher Lake, ON	Non- Denominational
Ontario	Lac La Croix	Lac La Croix Elementary	June 1, 1951	June 30, 1975	Neguaguon Lake, Lac La Croix Reserve 2SD, ON	Roman Catholic
Ontario	Lac Seul	Franchman's Head Treaty Point Canoe River School Kejick Bay White Pine Ridge	April 1, 1922 June 1, 1949 June 1, 1959 September 1, 1970	September 30, 1923 September 30, 1957 September 30, 1961 September 1, 1990	Lac Seul, ON	Anglican Church
Ontario	Lake Helen		1883	June 30, 1967	Lake Helen, four miles from the Red Rock or Lake Helen reserve, two miles from the town of Nipigon, ON	Roman Catholic
Ontario	Lakeview		January 1, 1948	March 5, 1981	Manitoulin Island, Ontario	Roman Catholic
Ontario	Lansdowne House (AC)	Lansdowne House	June 1, 1948	September 1, 1994	Lansdowne House, ON	Anglican Church
Ontario	Lansdowne House (RC)	Lansdowne House Seasonal	August 15, 1955	June 30, 1971	Lansdowne House, ON	Roman Catholic
Ontario	Long Lac	Longlac Long Lac (Marten Falls)	September 1, 1945	June 30, 1973	Long Lack Reserve, Long Lac, ON	Roman Catholic

Ontario	Lower French River	Rivière des Français au bas	September 1, 1922	September 1, 1971	Henvey Inlet Reserve, R.R. 2, Rutter, ON	Roman Catholic
Ontario	MacDiarmid Indian Day School	Macdiarmid	September 1, 1950	September 1, 1961	MacDiarmid, ON	Roman Catholic
Ontario	Magnetawan	Maganatawan Maganetawan Magnetewan Byng Inlet School	September 2, 1924	July 1, 1945	Byng Inlet, ON	Non-denominational Roman Catholic
Ontario	Manitou Rapids		1886	June 30, 1955	Manitou Rapids Indian Reserve in Rainy River, Ontario	Anglican Church
Ontario	Martin Falls	Long Lac Long Lake	June 1, 1921 March 9, 1936	September 30, 1921 September 1, 1941	Ogoki, 180 kilometers from Nakina	Anglican Church
Ontario	Mattagami	Metagami	September 1, 1939 September 1, 1979	May 31, 1966 September 1, 1982	Mattagami Indian Reserve No. 71	Anglican Church
Ontario	Mission Bay	Squaw Bay School Fort William	March 4, 1907 September 1, 1922	September 1, 1921 September 1, 1966	Fort William Reserve, Ontario,	Roman Catholic
Ontario	Mississauga River	Mississauga Mississauga R.C.	June 30, 1879 September 1, 1923	September 1, 1917 September 1, 1968	Mississauga River Indian Reserve, north shore of Georgian Bay	Roman Catholic Non-Denominational
Ontario	Mobert	Pic Mobert Pic	November 18, 1929	September 1, 1982	Mobert Indian Reserve n. 82, Mobert, Ontario, 22 miles from White River	Roman Catholic
Ontario	Mohawk Day	Mohawk School Block	September 1, 1968	June 30, 1970	9.93 acres of land on Lot Five of the Eagles Nest Tract in Brantford, Ontario	Anglican Church
Ontario	Moose Deer Point	King Bay	October 1, 1916 April 29, 1919	June 30, 1918 June 30, 1950	Moose Deer Point Reserve	Non-denominational
Ontario	Moose Factory No. 2		September 1, 1955	January 1, 1957	Moose Factory, ON	Anglican Church
Ontario	Moose Fort		1905	January 1, 1957	Moose Fort Reserve, James Bay, ON	Anglican Church
Ontario	Moose River	French Post	April 1, 1911	May 13, 1927	"Moose River Post / French Post near Moose Fort"	Anglican Church

Ontario	Moraviantown	Moravians of the Thames, Moraviantown Kindergarten	1867 September 1, 1972	June 30, 1971 September 1, 1990	Moravian Indian Reserve No. 47, Township of Orford, County of Elgin, on the River Thames, RR#3 Thamesville, ON	Moravian Church Methodist Church United Church
Ontario	Mount Elgin	Mt. Elgin Continual Mount Elgin Senior Mount Elgin Intermediate Caradoc (Mount Elgin)	November 1, 1946	September 1, 1992	Near the River Thames on the Caradoc Reserve, near the town of Muncey, in the Township of Caradoc, Middlesex County, ON	United Church
Ontario	Mountain Village	Mountain Road Mountain Day	1909 September 1, 1949	June 30, 1923 June 30, 1968	Mountain Village, Fort William Reserve, Ontario	Roman Catholic
Ontario	Mountbatten	Mount Batten	September 1, 1948	May 19, 1966	Nemegos, ON Tophet, ON	Anglican Church
Ontario	Mud Lake	Chemong Mud Lake (Curve Lake) Mud Lake (Georgian Bay) Chemong (Curve Lake)	1886	June 30, 1978	Township of Smith in the county of Peterborough	Non-denominational Anglican Church United Church
Ontario	Muncey	Lower Muncey	1877 October 1, 1918	June 30, 1911 December 31, 1942	Caradoc Reserve, Middlesex County, RR#1 Mount Brydges, ON	Anglican Church
Ontario	Murray Hill		May 26, 1948	November 1, 1965	Maingowi Settlement, Manitoulin Island Indian Reserve,	Roman Catholic
Ontario	Muskrat Dam		March 20, 1968	January 1, 1975	Muskrat Dam, ON via Bearskin Lake	
Ontario	Naughton School	Graham SS. No. 5 Whitefish Lake	September 5, 1950	September 1, 1964	Naughton, White Fish Reservation, ON	Methodist Church Roman Catholic
Ontario	New Credit	Mississagua New Credit School	1868	September 1, 1994	New Credit Reserve, ON	Anglican Church
Ontario	New Credit Central	New Credit #5	September 1, 1958	June 30, 1960	New Credit Reserve, ON	Anglican Church
Ontario	Northwest Angle School	N.W. Angle	September 1, 1970	September 1, 1980	Northwest Angle Indian Reserve No. 34C, ON	

Ontario	Northwest Bay		September 1, 1951	September 1, 1969	Naicatchewenin, or Rainy Lake Reserve No. 17A, Northwest Bay near Devlin, ON	Roman Catholic Non-denominational
Ontario	Ogoki (AC)	Ogoki (AC) Seasonal School Ogoki Post Church of England Indian Seasonal	June 1, 1958	September 30, 1959	Ogoki Post, Nakina, ON	Anglican Church
Ontario	Ogoki (RC)	Ogoki (RC) Seasonal School	June 1, 1956	March 1, 1965	Ogoki, 112 miles from Nakina, ON	Roman Catholic
Ontario	Ohsweken Central	Six Nations Central	November 1, 1953	June 30, 1969	Six Nations Indian Reserve No. 40, Ohsweken, ON	Anglican Church
Ontario	Ojibbewas	Ojibwas Heritage	January 1, 1956	September 1, 1989	Shoal Lake Reserve No. 40	Presbyterian
Ontario	Oliver M Smith ⁵	Six Nations A Kawennio Elementary	September 1, 1989	September 1, 1997	Six Nations Indian Reserve No. 40, Ohsweken, ON	None
Ontario	Oneida No. 1		September 1, 1938	September 1, 1968	Oneida Reserve in the Township of Delaware, Middlesex County	United Church
Ontario	Oneida No. 2	Oneida No. 2 [Primary; Junior; Senior]	1873	September 1, 1968	Oneida Reserve in the Township of Delaware, Middlesex County	Anglican Church United Church
Ontario	Oneida No. 3	S.S. #3 Oneida	1882	September 1, 1968	Oneida Reserve in the Township of Delaware, Middlesex County	Methodist United Church
Ontario	Oneida No. 4		September 1, 1953	September 1, 1968	Oneida Reserve in the Township of Delaware, Middlesex County	United Church
Ontario	Osnaburgh	Osnaburgh Seasonal Missabay Missabay Community School	May 1, 1947 May 1, 1953	September 30, 1948 September 1, 1991	Osnaburgh House, ON	Anglican Church

⁵ Still a federally-operated school.

Ontario	Pays Plat	Pays Plat Seasonal	1893 June 1, 1950 September 1, 1952	June 30, 1932 September 30, 1950 September 1, 1956	Pays Plat, north shore of Lake Superior, ON	Roman Catholic
Ontario	Pelican Lake	Sioux Lookout	September 1, 1968	June 30, 1973	On Pelican Lake, 6 miles from Sioux Lookout, ON	
Ontario	Pic	Pic River Heron Bay School	June 1, 1927 September 1, 1928	August 6, 1927 September 1, 1990	Pic River Reserve No. 50, Heron Bay, ON	Roman Catholic
Ontario	Pickle Lake School	Pickle Lake Seasonal	May 1, 1947	September 15, 1963	Pickle Lake District, ON	Anglican Church
Ontario	Pikangikum	Pekangikum	June 1, 1917 September 1, 1926	June 30, 1921 September 1, 1988	Pikangikum, ON	United Church
Ontario	Ponask		September 1, 1979	September 1, 1988	56km north of Sackigo Lake, ON	
Ontario	Pontiac School	Wikwemikong #26	September 1, 1971	September 1, 1987	Wikwemikong Unceded Indian Reserve No. 26, Wikwemikong, ON	Roman Catholic
Ontario	Poplar Hill (Mennonite)		September 1, 1958	September 1, 1962	Poplar Hill, ON	Mennonite
Ontario	Poplar Hill (RC)	St. Theresa R.C. Berensview A. Scratch Memorial	February 1, 1959	September 1, 1990	Poplar Hill, ON	Roman Catholic
Ontario	Port Elgin	No. 3 Port Elgin Little Port Elgin Port Elgin U.C.	1884	September 1, 1964	Port Elgin, ON	United Church
Ontario	Quinte Mohawk [*]	Mohawks Bay of Quinte Tyendinaga Deseronte	September 1, 1960	September 1, 1997	Quinte Mohawk Reserve, Deseronte, ON	Anglican Church
Ontario	Rabbit Island	Rabbit Island Indian Day School No. 455	September 19, 1938	September 1, 1963	Manitoulin Island Reserve, 3.5 miles from Wikwemikong, in the Manitoulin Island Agency	Roman Catholic
Ontario	Rama		1868	September 1, 1964	Rama Reserve	United Church

* Still a federally-operated school.

Ontario	Rat Portage		September 1, 1954	June 30, 1966	On the Rat Portage Reserve Near Kenora, ON	Presbyterian
Ontario	River Settlement	River Settlement (Cardoc)	1876 November 1, 1951	September 30, 1948 January 1, 1959	Chippewa of the Thames Reserve along on the Thames River, Caradoc Township, Middlesex County	United Church
Ontario	Round Lake	Native Sena Native Sena Elementary Weagamow	September 13, 1952	September 1, 1993	Weagamow Lake, ON	Anglican Church
Ontario	Ryerson	Parry Island	1877	September 1, 1980	On Parry Island, two miles from Parry Sound	Anglican Church United Church
Ontario	Sabaskong	Sab Assabaska Sababong Sabaskony Sabaskon Sabaskong Bay New Sabaskong Sabaskong R.C.	September 1, 1956	April 1, 1977	Sabaskong Reserve No. 35D near Nestor Falls, ON	Roman Catholic Non- denominational
Ontario	Sachigo	Sachigo Lake	September 1, 1956	September 1, 1988	Sachigo, ON	Anglican Church
Ontario	Sagamok	Sagamook Sagamok R.C. River Road School	June 1, 1884 January 1, 1936	September 1, 1930 September 1, 1973	On the north shore of the north channel of Lake Huron along the south bank of the Spanish River	Roman Catholic
Ontario	Samson Beady	Samson Beady Memorial	September 1, 1978	September 1, 1988	Muskrat Dam, ON	
Ontario	Sandy Lake (RC)	Sandy Lake RC Seasonal	September 1, 1956 February 1, 1959	October 30, 1956 June 30, 1971	Sandy Lake Reserve, 200 miles north of Sioux Lookout, ON	Roman Catholic
Ontario	Sandy Lake (UC)	Sandy Lake Seasonal Sandy Lake AC Northern Star	June 1, 1938 September 1, 1956	September 30, 1938 September 1, 1989	Sandy Lake Reserve, 200 miles north of Sioux Lookout, ON	United Church

Ontario	Saugeen Village	Saugeen	1868-1869	June 30, 1974	Chippewa Hill, Saugeen Reserve, ON	Methodist United Church
Ontario	Scotch Settlement		1883	June 30, 1968	Saugeen Reserve, Southampton, ON	United Church
Ontario	Seine River		January 13, 1937 September 1, 1946 September 1, 1953	September 1, 1942 September 6, 1951 September 1, 1972	Wild Potato Lake, Seine River Reserve 23A, ON	Roman Catholic
Ontario	Serpent River	Kenabutch Serpent River Federal Serpent River (Cutler)	June 1, 1875	June 30, 1973	East of the mouth of the Serpent River	Roman Catholic
Ontario	Shawanaga	Shewanaga	1880	June 30, 1961	Shawanaga, ON	Anglican Church Non- denominational
Ontario	Sheguiandah (AC)	Sheshegwaning Shequiandah	April 1, 1867	June 30, 1937	Sheguiandah Reserve, ON	Anglican Church
Ontario	Sheguiandah (RC)		September 1, 1929	June 30, 1937	Near Sheguiandah Reserve, Ontario	Roman Catholic
Ontario	Sheshegwaning (AC)	Sheshegwaning C.E.	October 1, 1913	June 30, 1931	Sheshegwaning on Manitoulin Island, across Bayfield Sound from Barrie Island	Anglican Church
Ontario	Sheshegwaning (RC)	Sheshiquaning Sheshiguaning Sheseguaning Sheshegwaning	1880-1884	July 16, 1987	Sheshegwaning on Manitoulin Island, across Bayfield Sound from Barrie Island	Roman Catholic
Ontario	Shoal Lake No. 39		September 1, 1976	September 1, 1979	Iskatewizaagegan No. 39 Independent First Nation (Shoal Lake Indian Reserve No. 39), Kejick, Ontario	-
Ontario	Sidney Bay	Sydney Bay	1874	June 30, 1964	Cape Croker Reserve, Warton, Ont	Roman Catholic United Church
Ontario	Six Nations No. 1	S. S. #1 Tuscarora	1891	September 1, 1989	Six Nations Reserve #40, Ohsweken	Anglican Church

Ontario	Six Nations No. 10	Onondaga School S. S. #10 Tuscarora	1870	September 1, 1989	Six Nations Reserve #40, Ohsweken	Anglican Church
Ontario	Six Nations No. 11	No. 11 School, Oneida (Cayuga) S. S. #11 Tuscarora	1871	September 1, 1989	Six Nations Reserve #40, Ohsweken	Anglican Church
Ontario	Six Nations No. 12	S. S. #12 Tuscarora	1873	September 1, 1989	Six Nations Reserve #40, Ohsweken	Methodist Church Anglican Church
Ontario	Six Nations No. 2	No. 2 School (Ohsweken)	1869	June 30, 1962	Six Nations Reserve #40, Ohsweken	Anglican Church
Ontario	Six Nations No. 3	No. 3 School (Smith's) S.S. #3 Tuscarora	1869	September 1, 1989	Six Nations Reserve #40, RR6 Hagersville	Anglican Church
Ontario	Six Nations No. 4	S.S. #4 Tuscarora	1867	June 30, 1982	Six Nations Reserve #40, Ohsweken	Anglican Church
Ontario	Six Nations No. 5	No. 5 School (Delaware) S. S. #5 Tuscarora Emily C. General ⁷	1867	September 1, 1997	Six Nations Reserve #40, Ohsweken	Anglican Church
Ontario	Six Nations No. 6	No. 6 School S. S. #6 Tuscarora	1867	September 1, 1989	Six Nations Reserve #40, Ohsweken	Anglican Church
Ontario	Six Nations No. 7	No. 7 Strong's School S. S. #7 Tuscarora	1867	September 1, 1987	Six Nations Reserve #40, RR6 Hagersville	Anglican Church
Ontario	Six Nations No. 8	S. S. #8 Tuscarora	1869	September 1, 1989	Six Nations Reserve #40, RR6 Hagersville	Anglican Church
Ontario	Six Nations No. 9	S.S. #9 Tuscarora	1867	June 30, 1985	Six Nations Reserve #40, RR6 Hagersville	Anglican Church
Ontario	South Bay		1877 September 1, 1955	June 30, 1925 June 30, 1963	Manitoulin Island	Roman Catholic

⁷ Still a federally-operated school.

Ontario	Spanish River	Spanish Day	1889 September 1, 1921 February 1, 1928	January 1, 1917 June 30, 1923 September 1, 1979	Spanish River, ON	Roman Catholic Anglican Church
Ontario	St. Anne's	St. Ann's Fort Albany (RC) Sinclair Island School	June 30, 1976	September 1, 1990	Fort Albany, ON	
Ontario	St. Clair	St. Clair Reserve (Sarnia)	1881 September 1, 1945	December 31, 1943 September 1, 1954	St. Clair, ON	Methodist Non- denominational
Ontario	St. Mary's (Kenora)	St. Mary's School Block Kenora School	September 1, 1968	June 30, 1972	Two miles south of Kenora, ON	Roman Catholic
Ontario	Standing Stone	Oneida of the Thames Oneida School Standing Stone Elementary	September 1, 1968	September 1, 1993	Oneida Indian Reserve No. 41	None
Ontario	Stony Point	Aux Sabies Stoney Point	1880	June 30, 1942	Located on the Stony Point Reserve	Methodist Interdenominational
Ontario	Sucker Creek		1886	September 1, 1963	Sucker Creek Reserve	Anglican Church
Ontario	Timagami	Bear Island Temagami Temogami	June 1, 1904 July 10, 1934	September 30, 1932 June 1, 1951	On Bear Island	Roman Catholic
Ontario	Trout Lake	Big Trout Lake IDS	June 1, 1930 July 1, 1946 September 1, 1949	October 31, 1940 September 30, 1948 December 31, 1988	Big Trout Lake, ON	Anglican Church
Ontario	Tyendinaga (Central)	Tyendinaga, No. 3	1882	September 1, 1969	On the Tyendinaga Reserve	Anglican Church
Ontario	Tyendinaga (Eastern)	Tyendinaga, No. 1	1882	September 1, 1969	On the Tyendinaga Reserve	Anglican Church
Ontario	Tyendinaga (Mission)	Tyendinaga, No. 4	1883	December 31, 1956	On the Tyendinaga Reserve	Anglican Church
Ontario	Tyendinaga (Western)	Tyendinaga, No. 2	1882	September 1, 1969	On the Tyendinaga Reserve	Anglican Church
Ontario	Victoria Linklater	North Spirit Lake	September 1, 1971	September 1, 1990	North Spirit Lake, ON	

Ontario	Wabigoon	Wabegon Wabegoon	September 1, 1956	September 1, 1969	Wabigoon Reserve	Presbyterian
Ontario	Wabunung	Wabung (Manitoulin) School	September 1, 1972	June 30, 1985	Unceded Indian Reserve No. 26, Wikwemikong, ON	Roman Catholic
Ontario	Walpole Island No. 1		1867	September 1, 1990	Walpole Island Reserve	Anglican Church
Ontario	Walpole Island No. 2		1880	September 1, 1968	Walpole Island Reserve	Anglican Church
Ontario	Walpole Island No. 3		December 30, 1889 November 1, 1959	1906 September 1, 1968	Walpole Island Reserve	Inter- denominational
Ontario	Webequie School	Webequi Webeque	September 1, 1964	September 1, 1994	Webequie, ON, Nakina Agency	Anglican Church
Ontario	Weeneesk	Weenusk Weenisk Winisk Muskegog Keewaytin	June 1, 1948 June 1, 1957 September 1, 1969	September 30, 1955 April 7, 1966 September 1, 1990	Weenisk, ON	Roman Catholic
Ontario	West Bay		1875	June 30, 1966	West Bay Reserve	Roman Catholic
Ontario	Whitefish Bay	St. Andrew's Baimbombeh Anishinabe	August 1, 1925	September 1, 1981	Whitefish Bay Reserve No. 32A	Roman Catholic
Ontario	Whitefish Lake	White Fish Lake Penache	September 1, 1880	June 30, 1951	At Lake Penache on the Whitefish Lake Reserve	Roman Catholic
Ontario	Whitesand	White Sands	July 1, 1930 September 1, 1940	January 12, 1938 September 1, 1941	Whitesand Reserve, ON, near Lake Nipigon	Roman Catholic
Ontario	Wikwemikong	Wikwemikong Junior	1868	September 1, 1987	Wikwemikong, ON	Roman Catholic
Ontario	Wikwemikong Senior	Wikwemikong High School	September 1, 1967	June 30, 1971	Wikwemikong, ON	Roman Catholic
Ontario	Wunnumin Lake		October 1, 1960	September 1, 1988	Wunnumin Lake Indian Reserve	Anglican Church
Prince Edward Island	Lennox Island	John J. Sark Memorial	1869	September 1, 1987	Lennox Island Reserve	Roman Catholic

Prince Edward Island	Rocky Point		October 1, 1915	June 30, 1922	East side of Charlottetown Harbour, at a former Micmac campsite acquired by the Government of Prince Edward Island for the use of the Rocky Point Band, Prince Edward Island	
Quebec	Barrière Lake	Barri (Lac Barrière) Rapid Lake Seasonal School Barrière Seasonal School	June 1, 1924 June 1, 1950 January 1, 1969	June 30, 1929 September 1, 1964 October 1, 1972	East shore of the Great Peninsula of Cabonga Reservoir Bay (Pontiac, PQ)	Roman Catholic
Quebec	Bersimis	Betsiamites Ecole Indienne de Betsiamites	1901 May 1, 1941	June 30, 1940 March 31, 1982	Bersimis Reserve	Roman Catholic
Quebec	Brennan's Lake	Brennan Lake	October 17, 1921	September 1, 1941	Brennan's Lake, Timiskaming, Quebec	Roman Catholic
Quebec	Caughnawaga	Caughnawaga - Mission	February 18, 1924	June 30, 1969	Caughnawaga Reserve, on the south shore of the St. Lawrence River	Methodist United Church
Quebec	Caughnawaga - Boys		1868	September 1, 1924	Caughnawaga village, now Kahnawa:ke, on the St. Lawrence River, opposite Lachine, Quebec	Roman Catholic
Quebec	Caughnawaga - Bush	Sacred Heart Bush School	July 1, 1906	June 30, 1946	Three miles from the village of Caughnawaga, now Kahnawa:ke, in the farming section towards the southeast end of the reserve	Roman Catholic
Quebec	Caughnawaga - Girls		1891	September 1, 1924	Caughnawaga village, now Kahnawa:ke, on the St. Lawrence River, opposite Lachine, Quebec	Roman Catholic

Quebec	Caughnawaga - R.C.	Kateri School (girls section) Eastern School (boys section)	September 1, 1924	August 31, 1969	The school site was described as occupying lots 85, 92, 93, and 94 in the village of Caughnawaga, Quebec (now Kahnawa:ke)	Roman Catholic
Quebec	Caughnawaga - St. Isidore	Caughnawaga St. Isidore Road	September 1, 1911	September 1, 1949	Located at the farming community in the western portion of the Caughnawaga (now Kahnawa:ke)	Roman Catholic
Quebec	Caughnawaga Continuetion	Caughnawaga Senior	September 1, 1920	September 1, 1924	Caughnawaga Reserve, Quebec	Roman Catholic
Quebec	Chenail	Akwesasne Chenail	October 3, 1881	September 1, 1990	The Chenail Reserve, St. Regis Agency, on the mainland opposite Yellow Island in the province of Quebec.	Roman Catholic
Quebec	Chetlain		December 3, 1913	July 31, 1948	St. Regis Reserve, Huntington County, Quebec, "across the river from Cornwall, Ont."	Non-Denominational
Quebec	Congo Bridge	Congway Conge Bridge Congway Bridge	1905	September 1, 1985	Maniwaki Reserve, Quebec	Roman Catholic Non-denominational
Quebec	Eastmain	East Main Wabannutao Eyou School	July 1, 1939	July 1, 1978	Eastmain, Quebec	Anglican Church
Quebec	Fort George (AC)	Sand Park	1895 September 1, 1971	July 31, 1939 July 1, 1978	Fort George, Quebec	Episcopal Church Anglican Church Non-Denominational

Quebec	Grand Lake Victoria	Grand Lac Victoria	June 1, 1923	September 1, 1926	Grand Lake Victoria, Outside Treaty, Quebec	
Quebec	Hunter's Point		June 1907 October 1, 1920	November 5, 1909 March 31, 1940	Hunter's Point, Kippewa Lake, Quebec; included in the Temiskaming Agency and relating to the Kipawa and Grassy Lake Band.	Roman Catholic
Quebec	Karonhianonha	Karonianona	September 1, 1966	September 1, 1988	Caughnawaga Reserve No. 14	Roman Catholic
Quebec	Kateri		September 1, 1969	September 1, 1988	Village of Caughnawaga, Caughnawaga Reserve No. 14 (now Kahnawake)	Roman Catholic
Quebec	Kawennanoron		September 1, 1969	September 1, 1988	Caughnawaga Reserve No. 14 (now Kahnawake)	Anglican Church
Quebec	Knob Lake	Knob Lake A.C./C.E. Knob Lake Protestant Schefferville Protestant	September 1, 1958	July 16, 1966	Located "not far" from the Knob Lake R.C. Indian Day School, which was was located within the boundaries of the Reserve, a few miles from the town of Schefferville	Anglican Church
Quebec	Knob Lake R.C. School	Schefferville (Knob Lake) N.-D. [Notre-Dame] des Indiens Schefferville R.C.	January 1, 1957	September 1, 1970	Located within the boundaries of the Reserve, a few miles from the town of Schefferville. The school was included in the Bersimis-Seven Islands Education District, Quebec	Roman Catholic
Quebec	Lake Simon	Lac Simon	June 1, 1922	September 21, 1929	Lake Simon Reserve, Lake [Lac] Simon, Quebec. Included in the Temiskaming Agency	Roman Catholic
Quebec	Long Point	Winneway's River Long [Longue] Point Summer School	July 1, 1911 November 1, 1950	October 31, 1937 October 1, 1958	Long Point, Temiskaming Agency, Quebec	Roman Catholic

Quebec	Lorette	Hurons of Lorette Ecole indienne de Lorette	1865	April 25, 1986	Lorette Reserve No. 7, Wendake, Quebec	Roman Catholic
Quebec	Maliotenam	Seven Islands Sept-Îles Seven Islands (Maliotenam) Maliotenam (Sept-Îles)	January 1, 1955 September 1, 1969	September 1, 1959 June 30, 1982	Sept-Îles (Seven Islands) Reserve, Quebec; The reserve was later re- named Maliotenam	Roman Catholic
Quebec	Manawan	Manouan Manouane Wapoc	June 7, 1928	September 1, 1989	Manowan Indian Reserve No. 26	Roman Catholic
Quebec	Maniwaki	River Desert Day School Ottawa Road Day School	1868	June 30, 1955	Maniwaki Reserve, Quebec	Roman Catholic Non- Denominational
Quebec	Maria		1864	November 30, 1963	Maria Reserve, Gessapegiag, Quebec	Roman Catholic
Quebec	Mingan	Mingan Teuaikan	January 1, 1949 February 18, 1965 January 1, 1974	February 1, 1959 July 31, 1970 September 1, 1989	Mingan, Quebec	Roman Catholic
Quebec	Mistassini	Mistissini St. John's Seasonal School Mistassini Lake Indian School Mistassine	April 1, 1911 June 1, 1937 September 1, 1963	September 30, 1930 February 1, 1961 July 1, 1978	Mistassini, Quebec Baie du Poste, Quebec Mistassini Reserve, Quebec	Anglican Church
Quebec	Moisie River	Moisie	September 1, 1923 November 1, 1948	June 30, 1928 June 30, 1952	Located on the Moisie River Reserve, Seven Islands Agency, Quebec	
Quebec	Natashquan	Ecole Indienne de Natashquan St. Augustin(e) Pointe-Parent	June 1, 1948 September 1, 1957	September 1, 1956 September 1, 1989	Natashquan Reserve, Quebec	Roman Catholic
Quebec	Nemaska	Nemiska	July 1, 1950	September 1, 1965	Nemaska, Quebec	Anglican Church

Quebec	Obedjiwan	Obedjiwan	June 1, 1924 June 1, 1942 June 1, 1948 June 1, 1954 September 1, 1957	September 15, 1938 September 15, 1945 September 30, 1951 September 30, 1956 September 1, 1990	Obedjiwan, Quebec	Roman Catholic
Quebec	Oka Country	Kanestake	1880	September 1, 2000	Lake of Two Mountains, Oka, Quebec Kanesatake, Oka Indian Reserve No. 16, Quebec	Methodist United Church
Quebec	Oka Village	Lake of Two Mountains (Wesleyan)	1874	June 30, 1957	Lake of Two Mountains, Oka, Quebec	Methodist United Church
Quebec	Paint Hills	Old Factory River Old Factory C.E. Factory River Wemindji	June 1, 1945 June 1, 1949	October 1, 1947 July 1, 1978	At Paint Hills on the eastern shore of James Bay. The location of the school was sometimes identified as Nouveau- Comptoir	Anglican Church Roman Catholic
Quebec	Pierreville (AC)	St. Francis (C.E) St. Francis Protestant Pierreville Protestant Abenaki Indian School	Pre-Confederation	September 1, 1941	Located on a lot between the road to the ferry and the road to Pierreville on the Pierreville Indian Reserve, also known as the St. Francis Reserve, Quebec	Anglican Church
Quebec	Pierreville (RC)	St. Francis (St. Frances) St. Joseph's St. Frances Academy Abenakis Odanak	Pre-Confederation	September 1, 1959	At St. François du Lac, Yamaska County, Quebec or as Abenakis, Pierreville or Odanak Indian Village, Quebec	Roman Catholic
Quebec	Pointe Bleue	Amishk Montagnais of Lake St. John (Lac St. Jean) Point Blue	1874-1875 September 1, 1968	September 1, 1960 June 30, 1982	Oujatchouan Indian Reserve, Quebec	Roman Catholic
Quebec	Rapid Lake		October 1, 1972	September 1, 1995	Rapid Lake, Quebec	None

Quebec	Restigouche	Mission Point Micmacs of Restigouche	Before 1864	June 30, 1961	Restigouche Reserve, situated on the northern bank of the Restigouche River	Roman Catholic
Quebec	Romaine Indian Day School	(La) Romaine	June 1, 1948	September 1, 1968	Located on the La Romaine Reserve in the St. Augustine Agency, Quebec.	Roman Catholic
Quebec	Rupert's House	Ruperts House Waskaganish	1896/1897	July 1, 1978	Rupert's (or Fort Rupert) House, Quebec	Anglican Church
Quebec	Sanmaur	Sanmaur Kindergarten	June 1, 1967	June 30, 1973	Located in Sanmaur, Quebec, on the west bank of the Saint-Maurice River across from Weymontachie.	Roman Catholic
Quebec	Sept-Îles	Seven Islands	January 1, 1931 October 13, 1947	January 31, 1932 December 31, 1954	Located on the Sept-Îles Reserve	Roman Catholic
Quebec	St. Augustin	St. Augustine	June 1, 1953	October 1, 1960	St. Augustin, QC	Roman Catholic
Quebec	St. Regis Island		1885	June 30, 1954	St. Regis Island School was located on the St. Regis Reserve on the St. Lawrence River, QC	Roman Catholic Non- denominational
Quebec	St. Regis Village	Village School St. Regis Village R.C. St. Regis	1867	September 1, 1987	South bank of the St. Lawrence River, in the Township of Dundee, Country of Huntingdon	Roman Catholic
Quebec	Timiskaming	Temiskaming R.C. Témiscamingue Temiscamingue Notre-Dame-du-Nord	1874/1875	June 30, 1991	Temiskaming Indian Reserve No. 19, Quebec	Roman Catholic
Quebec	Waswanipi	St. Barnabas Mission School	1914	September 1, 1963	Waswanipi Reserve, Abitibi Agency, Province of Quebec	Anglican Church

Quebec	Weymontaching	Weymontachie	June 1, 1925	September 1, 1985	Weymontachie Reserve, located 120 kilometers from La Tuque and 260 kilometers from Shawinigan	Roman Catholic
Quebec	Wolf Lake		June 1, 1914 October 1, 1925 September 1, 1929 September 1, 1931	August 31, 1921 December 31, 1925 June 30, 1930 June 30, 1932	Kippiwa Indians, Wolf Lake, Quebec	Roman Catholic
Saskatchewan	Ahtakakoops	Ahtakakoop(s) Sandy Lake	1878	September 1, 1990	Atakakup Reserve No. 104	Anglican Church
Saskatchewan	Assiniboine	Carry the Kettle	1886	September 1, 1989	Located on Assiniboine Reserve, situated about a quarter of a mile from the agency buildings	Roman Catholic United Church Presbyterian Church
Saskatchewan	Beardy's	Beardy Beardy and Okemasis	January 7, 1957	September 1, 1984	Beardy's and Okemasis Resreve	Roman Catholic
Saskatchewan	Big Island Lake	Chief Napayo Memorial Chief Napayo Big Head School Big Island Joseph Bighead	September 1, 1934	June 30, 1986	Big Head Indian Reserve No. 124	Roman Catholic
Saskatchewan	Big River (AC)	Kinoomootaya	1900 September 1, 1924	November 1, 1919 July 1, 1976	Big River Indian Reserve	Anglican Church
Saskatchewan	Big River (RC)		September 1, 1939	July 1, 1976	Big River Indian Reserve	Roman Catholic
Saskatchewan	Black Lake		June 13, 1955 September 1, 1972	September 1, 1968 June 30, 1986	Black Lake School was located on Chicken Indian Reserve No. 224, in Black Lake, Saskatchewan	Roman Catholic
Saskatchewan	Canoe Lake		September 1, 1959	September 1, 1989	Canoe Lake Indian Reserve No. 165 in Canoe Narrows, Saskatchewan. The school was on the whole of Lot 2.	Roman Catholic

Saskatchewan	Chakoo	Chackoo	September 1, 1960	September 1, 1974	Located on the Pelican Narrows Reserve, a hand drawn map showed Pelican Narrows located near the Saskatchewan-Manitoba border.	Roman Catholic
Saskatchewan	Chitek Lake	Pelican Lake Chamakese	June 1, 1938 September 1, 1949	September 30, 1946 September 1, 1990	Pelican Lake Band, Chitek Lake Reserve No. 191	Anglican Church
Saskatchewan	Cote	Cote Old School Cote Kindergarten Pelly Cote #1 Crow Stand Crowstand	1916	September 1, 1989	Cote Reserve, Saskatchewan	Presbyterian United Church
Saskatchewan	Cote No 2	Hillside Cote New School	September 1, 1951	June 30, 1963	Cote Reserve, Saskatchewan	United Church Roman Catholic
Saskatchewan	Cote No 3	Whitesand	June 1, 1954	June 30, 1969	Pelly Agency, Cote Reserve, Saskatchewan	Roman Catholic
Saskatchewan	Cote No 4		November 1, 1955	February 13, 1961	Near Kamsack, Saskatchewan	Roman Catholic
Saskatchewan	Cowessess	Cowessess Kindergarten	January 1, 1950 September 1, 1955	October 1, 1953 September 1, 1977	Cowessess Reserve	Roman Catholic
Saskatchewan	Day Star's	Day Stars Day Star	1888 June 26, 1946 September 1, 1970	June 30, 1945 June 30, 1968 June 30, 1972	Located near Punnichy Saskatchewan on the Day Star Reserve	Anglican Church
Saskatchewan	Duck Lake	Duck Lake (St. Michael's School) Block Duck Lake Block St. Michael's	September 1, 1968	September 1, 1987	One mile south of Duck Lake, SK	Roman Catholic
Saskatchewan	File Hills		September 1, 1949	June 30, 1966	Near the boundaries of the Okanese Reserve	United Church
Saskatchewan	File Hills Colony (RC)	Peepeekisis	April 1, 1957	September 1, 1988	Located on the Peepeekisis Indian	Roman Catholic

					Reserve No. 81	
Saskatchewan	File Hills Colony (UC)		February 1, 1950	September 1, 1962	Located on the Peepeekeesis Indian Reserve No. 81	United Church
Saskatchewan	Fishing Lake		March 1, 1904	September 1, 1972	Located on the Fishing Lake reserve near Wadena, Saskatchewan	Anglican Church
Saskatchewan	Fond du Lac		September 1, 1949 September 1, 1972	September 1, 1968 July 1, 1985	Located in Fond du Lac, Saskatchewan and 60 miles from the Stony Rapids Indian Day School	Roman Catholic
Saskatchewan	Fort à la Corne (North)	James Smith (North) North Fort a la Corne	1890	October 9, 1962	Located on the north end of the James Smith Reserve	Anglican Church
Saskatchewan	Fort à la Corne (South)	James Smith (South) South Fort a la Corne	September 1, 1904 December 1, 1913 October 1, 1925	May 20, 1912 June 30, 1919 June 30, 1960	Located in the south end of the James Smith Reserve	Anglican Church
Saskatchewan	Gordon's (AC)		September 1, 1968	September 1, 1992	Gordon Indian Reserve No. 86	Anglican Church
Saskatchewan	Gordon's (RC)	Gordon Kindergarten	September 1, 1954	September 1, 1992	Located on the Gordon's Reserve at Punnichy, Saskatchewan	Roman Catholic
Saskatchewan	James Smith	James Smith Central	September 1, 1960	September 1, 1977	James Smith Reserve, at the center of the reserve	Anglican Church
Saskatchewan	John Smith	John Smith's	1878	September 1, 1954	John Smith's Reserve located in Puckahn, Saskatchewan or Davis Saskatchewan	Anglican Church
Saskatchewan	Jubilee		September 1, 1952	September 1, 1964	On the Kahkewistahaw Indian Reserve	United Church
Saskatchewan	Kakishway	Ochapowace East	February 1, 1959	September 1, 1967	Located in Qu'Appelle Education District in the Crooked Lake Agency, 9 miles from the Ochapowace Indian Day	United Church

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Saskatchewan	Key (AC)	Keys	1885	September 1, 1967	Key Reserve in Southern Saskatchewan	Anglican Church
Saskatchewan	Key (RC)		September 1, 1957	September 1, 1961	Key Indian reserve, 16 miles northwest of Kamsack, SK	Roman Catholic
Saskatchewan	Kinistino		September 1, 1938	September 1, 1981	Located near Chagoress, Saskatchewan on the Kinistino Reserve	Anglican Church
Saskatchewan	La Plonge High		September 1, 1974	July 25, 1980	La Plonge Indian Reserve No. 192 at Beauval, Saskatchewan	
Saskatchewan	Lakeside		September 1, 1950	September 1, 1960	Cowessess Indian reserve, eight miles northwest of Broadview, SK	Roman Catholic
Saskatchewan	Little Pine(s)	Little Pine Little Pine Kindergarten Chief Little Pine	1890 January 1, 1923 August 1, 1978 September 1, 1985	June 30, 1921 March 30, 1974 September 1, 1981 September 1, 1991	On the Little Pine Reserve	Anglican Church
Saskatchewan	Little Red River	Little Red River Kindergarten	February 1, 1929 September 1, 1969	September 1, 1968 September 1, 1985	On Little Red River Indian Reserve No. 106C, in Tweedsmuir, Saskatchewan	Anglican Church
Saskatchewan	Loon Lake	Loon Lake Kindergarten	September 1, 1949	September 1, 1979	Located in Loon Lake, Saskatchewan on Makwa Lake Indian Reserve No. 129	Anglican Church
Saskatchewan	Maple Creek		August 1, 1957	September 1, 1966	Maple Creek Indian reserve, 75 miles southwest of Swift Current	
Saskatchewan	Marieval	Cowessess	September 1, 1969	September 1, 1982	Cowessess Indian Reserve	Roman Catholic

Saskatchewan	Meadow Lake		February 1, 1949	June 30, 1961	Located on the Meadow Lake Indian reserve, on the north shore.	Roman Catholic
Saskatchewan	Ministikwan	Little Island Lake Island Lake	September 1, 1929 September 1, 1949	December 1, 1948 September 1, 1987	Located on the Ministikwan Reserve	Anglican Church
Saskatchewan	Mistawasis	Mistawasis Kindergarten	1882 September 1, 1928 September 1, 1966	June 30, 1926 November 1, 1960 September 1, 1982	On Mistawasis Reserve	Presbyterian
Saskatchewan	Montreal Lake School		1892 September 1, 1972	September 1, 1968 September 1, 1977	Located on Montreal Lake Indian Reserve 106	Anglican Church
Saskatchewan	Moosomin	Jack Fish Creek Murray Lake	October 28, 1912 September 1, 1951	June 30, 1918 September 1, 1988	On Moosomin Indian Reserve	Roman Catholic
Saskatchewan	Mosquito Stony	Mosquito-Grizzly Bear's Head Mosquito Grizzly Bear Mosquito-Stony GBH	September 1, 1950	September 1, 1991	Mosquito Reserve 62612, Lot 1	Roman Catholic Anglican Church
Saskatchewan	Mudie Lake		October 24, 1962	June 30, 1978	Located on the Ministikwan Reserve, in Pierceland, Saskatchewan	Roman Catholic
Saskatchewan	Muscowequan	Muscowequan Federal Kindergarten	September 1, 1968	September 1, 1990	On the Muskowekwan Reserve	Roman Catholic
Saskatchewan	Muscowpetung	Muscowpetung #1 Muscowpetung #2 Muscowpetung- Pasqua Kaniswapit Kaniswapit Central	September 1, 1953	September 1, 1990	On the Muscowpetung Reserve	Roman Catholic
Saskatchewan	Muskeg Lake	Petequahey Muskeg Lake Kindergarten/Nursery	September 1, 1953	September 1, 1982	Located on Petequahey's Reserve, Muskeg Lake. Located on Muskeg Lake Indian Reserve No. 102, in Marcelin, Saskatchewan	Roman Catholic

Saskatchewan	Muskoday	John Smith Indian Day School John Smith Kindergarten	June 27, 1950	September 1, 1979	Davis, Saskatchewan. Located on John Smith/Muskoday Reserve (southern Saskatchewan).	Anglican Church
Saskatchewan	Nut Lake North		August 1, 1957	September 1, 1965	North end of the Nut Lake Reserve	Anglican Church
Saskatchewan	Nut Lake South	Nut Lake Kindergarten	April 1, 1949	September 1, 1988	Nut Lake Indian Reserve No. 90	Anglican Church
Saskatchewan	Ochapowace	Ochapowace Nursery/Kindergarten	September 1, 1953	September 1, 1987	Located on the Ochapowace Reserve No. 71, near Broadview, Saskatchewan	United Church
Saskatchewan	One Arrow	Batoche	January 1, 1951	January 1, 1981	Located on One Arrow Lake Indian Reserve No. 95, near Batoche, Saskatchewan.	Roman Catholic
Saskatchewan	Onion Lake (AC)	St Barnabas Day	September 30, 1945	September 1, 1981	Onion Lake Saskatchewan	Anglican Church
Saskatchewan	Onion Lake (RC)		April 1, 1969	September 1, 1981	Located on the Seekaskootch Indian Reserve No. 119	Roman Catholic
Saskatchewan	Onion Lake Central	Chief Taylor School	September 1, 1973	September 1, 1981	Located on the Seekaskootch Indian Reserve No. 119	Non-denominational
Saskatchewan	Pasqua	Pasquah	September 1, 1954	June 30, 1978	On the Pasqua Reserve, which is west of Fort Qu'Appelle, Saskatchewan	Roman Catholic
Saskatchewan	Peter Pond	Dillion (Federal) Buffalo River	September 1, 1955	September 1, 1989	Located on Peter Pond Lake Indian Reserve No. 193, in Dillion Saskatchewan in Northern Saskatchewan	Roman Catholic
Saskatchewan	Piapot	Payepot	May 17, 1949	November 1, 1997	On Piapot Indian Reserve No. 75	Presbyterian Roman Catholic

Saskatchewan	Poorman	Poor Man Poorman's	1888 September 1, 1947	June 30, 1892 September 1, 1981	Located on the Poorman Reserve No. 88 near Quinton, Saskatchewan	Roman Catholic Episcopalian Church
Saskatchewan	Poundmaker	Chief Poundmaker Pound Maker Poundmaker's Poundmaker Nursey and Kindergarten	1879	September 1, 1983	Poundmaker Indian Reserve, 15 miles southwest of Paynton Saskatchewan	Roman Catholic
Saskatchewan	Qu'Appelle	Lebret	September 1, 1968	September 1, 1983	Starblanket Indian Reserve, adjacent to the village of Lebret. The reserve is now known as Wa pii Moo-toosis.	Roman Catholic
Saskatchewan	Red Earth		1901 September 1, 1972	September 1, 1968 September 1, 1980	Red Earth Reserve	Anglican Church
Saskatchewan	Red Pheasant (AC)	Red Pheasant and Story (amalgamated)	1878	September 1, 1961	On the Red Pheasant Reserve	Anglican Church
Saskatchewan	Red Pheasant (RC)	St. Laurent	January 1, 1954	May 1, 1985	On the Red Pheasant Reserve	Roman Catholic
Saskatchewan	Round Plains	Sioux Mission Round Plain Prince Albert (Makoce Waste)	August 1, 1922	June 30, 1945	Located on the Wahspaton (Sioux) Indian Reserve	Presbyterian Church United Church
Saskatchewan	Sakimay		November 1, 1956 September 1, 1967	October 31, 1961 August 30, 1972	Located on the Sakimay Indian reserve.	Roman Catholic United Church
Saskatchewan	Saulteaux		September 1, 1957	September 1, 1982	Saulteaux Indian Reserve No. 159, Cochin Saskatchewan	Anglican Church
Saskatchewan	Sawanok		September 1, 1962	September 1, 1979	On the Sturgeon Lake (Sawanok) Reserve.	Roman Catholic
Saskatchewan	Se-se-wa-hum	Big River	September 1, 1976	September 1, 1992	Big River Indian Reserve No. 118	

Saskatchewan	Shoal Lake		1892 September 1, 1972	September 1, 1968 September 1, 1979	Pas Reserve, Manitoba Shoal Lake Reserve, Manitoba	Anglican Church
Saskatchewan	Southend	Reindeer Lake	January 1, 1961 September 1, 1972	September 1, 1968 September 1, 1981	Located on the Southend Reserve at Reindeer Lake	Roman Catholic
Saskatchewan	Springside		September 1, 1952	November 30, 1964	Located on the Kahkewistahaw Indian Reserve	United Church
Saskatchewan	St. Francis	St. Francis Roman Catholic Carlyle Indian Day School St. Frances	December 3, 1945	September 1, 1967	White Bear Indian Reserve, Carlyle, SK	Roman Catholic
Saskatchewan	St. John's	St. John Little Black Bear School	September 1, 1961	September 1, 1967	Located on the Little Black Bear Indian Reserve	Roman Catholic
Saskatchewan	St. Louis	Patuanak English River School	September 1, 1972	September 1, 1989	Located on the Wapachewunak Indian Reserve No. 192D, at the north end of Ile a la Crosse at Patuanak	
Saskatchewan	St. Philip's Day School	Kee-see-konse Keeseekouse Keeseekoose Keesickouse St. Philips St. Phillip's	August 1, 1914 September 1, 1968	December 31, 1927 September 1, 1988	Located on the Keeseekouse Indian Reserve No. 66	Roman Catholic Non- denominational
Saskatchewan	Standing Buffalo	Tatanka Najin Wayawatl School	September 22, 1952	September 1, 1989	Located on the on Standing Buffalo Reserve No. 78	Roman Catholic
Saskatchewan	Stanley	Stanley Mission	January 1, 1916 September 1, 1975	September 1, 1956 July 1, 1976	Located on the Stanley Reserve in Saskatchewan.	Anglican
Saskatchewan	Stony Rapids		September 1, 1952	September 1, 1961	Stony Rapids, SK	Roman Catholic

Saskatchewan	Sturgeon Lake Day School	Sturgeon Lake Sturgeon West End Sturgeon East End Sturgeon Lake Kindergarten	1891	September 1, 1977	Located at Sturgeon Valley, Saskatchewan.	Anglican Church
Saskatchewan	Sweetgrass	Sweet Grass	January 5, 1950	October 1, 1978	10 miles southwest of Paynton Saskatchewan.	Roman Catholic
Saskatchewan	Thunderchild (AC)		May 15, 1924	July 1, 1965	On the Thunderchild Reserve	Anglican Church
Saskatchewan	Thunderchild (RC)		August 31, 1953	November 4, 1968	On the Thunderchild Reserve	Roman Catholic
Saskatchewan	Waterhen Lake	Waterhen	September 1, 1952	June 30, 1985	Located in Dorintosh, Saskatchewan, on Meadow Lake Indian Reserve No. 105	Roman Catholic
Saskatchewan	Wawpaw/Wapaw	Pelican Narrows	September 1, 1925 September 1, 1960 August 1, 1972	March 10, 1953 August 31, 1968 September 1, 1981	Located in Pelican Narrows, Saskatchewan	Anglican Church
Saskatchewan	White Bear	Moose Mountain White Bear's Day School White Bear Kindergarten	October 28, 1902	September 1, 1987	Located 10 miles from Carlyle, Saskatchewan.	United Church Presbyterian
Saskatchewan	Whitecap Sioux	Whitecap's White Cap Moose Woods Moose Woods Sioux	1889	September 1, 1981	Located at Whitecap Indian Reserve No. 94.	United Church Methodist
Saskatchewan	Witchehan Lake	Witchehan	September 13, 1952	September 1, 1989	On Witchehan Indian Reserve No. 177	United Church Anglican Church
Yukon	Burwash Landing Day School		January 1, 1945	August 1, 1951	Located on the west shore of Klavane Lake, at mile 1094 of the Alaska Highway	Roman Catholic
Yukon	Champagne Landing	Champagne Landing Seasonal	June 1, 1910	September 1, 1946	80 miles northwest of Whitehorse, Yukon Territory	Anglican Church

Yukon	Little Salmon	Carmacks	January 1, 1914	September 1, 1955	Village of Little Salmon, located 22 miles east of Carmacks. The community/gradually relocated to Carmacks after 1922.	Anglican Church
Yukon	Mayo		September 1, 1947	November 30, 1956	About 210 miles by road from Whitehorse, on the Stewart River.	Anglican Church
Yukon	Moosehide		September 1, 1911	September 1, 1957	At the mouth of Moosehide creek, on the east shore of the Yukon river, about three miles below the town of Dawson	Anglican Church
Yukon	Old Crow Village	Old Crow	January 1, 1917 July 1, 1942 July 25, 1950	December 31, 1939 June 30, 1943 June 30, 1963	Located at the confluence of the Old Crow and Porcupine Rivers, 250 miles north of Dawson, Yukon Territory	Anglican Church
Yukon	Ross River		January 1, 1916 June 1, 1950	December 31, 1934 February 1, 1959	Located on the Ross River, at the intersection of Highways # 8 and # 9, 125 miles northeast of Whitehorse, Yukon Territory.	Anglican Church Roman Catholic
Yukon	Teslin Lake		1908 September 1, 1943	June 30, 1940 September 30, 1949	Located at Teslin, mile 804 on the Alaska Highway, on the north side of Teslin Lake, Yukon Territory	Anglican Church