

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

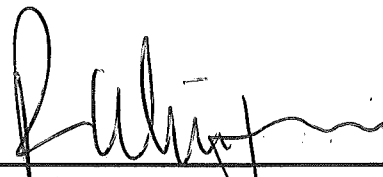
16.01 Cooperation with Canada

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”

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

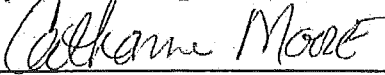
14. Canada will make its best efforts to obtain the agreement of the provinces and territories that the receipt of any payments pursuant to this Agreement will not affect the quantity, nature, or duration of any social benefits or social assistance benefits payable to a Class Member pursuant to any legislation 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

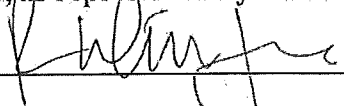
CANADA, as represented by the Attorney General of Canada

 BY:

ATTORNEY GENERAL OF CANADA

For the Defendant

THE PLAINTIFFS, as represented by Class Counsel

 BY:

Gowling WLG (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> <ol style="list-style-type: none"> 1. Verbal abuse, for example: <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> 2. Physical abuse, including but not limited to culturally unreasonable or disproportionate acts of discipline or punishment. 	\$10,000
LEVEL 2	<ol style="list-style-type: none"> 1. Physical assault causing: <ul style="list-style-type: none"> • Serious but temporary injury requiring bed rest or infirmary; • Loss of consciousness; or • Broken bone(s). <p style="text-align: center;">or</p> 2. Any of the following acts: <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 style="text-align: center;">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 style="text-align: center;">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 style="text-align: center;">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

LEVEL	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 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>

D
R
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F
T

LEVEL 2	Description of Abuses Suffered by Students Attending Day Schools	Compensation Amount	Proposed Validation Criteria by Level * +
	<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 enrollment 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>

D R A F T

LEVEL 3	Description of Abuses Suffered by Students Attending Day Schools	Compensation Amount	Proposed Validation Criteria by Level * +
	<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. 	<p>\$100,000</p>	<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 enrollment 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>

D R A F T

Description of Abuses Suffered by Students Attending Day Schools	Compensation Amount	Proposed Validation Criteria by Level * +
LEVEL 4	\$150,000	<p>declaration attesting to the events described above is required</p> <p>➤ If there is no corroborating evidence, a sworn declaration is required</p>
<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. 		<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 enrollment 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

D R A F T

Description of Abuses Suffered by Students Attending Day Schools	Compensation Amount	Proposed Validation Criteria by Level * +
LEVEL 5	\$200,000	<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	1. Repeated and persistent incidents of any of the following acts: <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>➤ 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

Description of Abuses Suffered by Students Attending Day Schools	Compensation Amount	Proposed Validation Criteria by Level * +
<p>OR</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 enrollment 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>

DR

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

* 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.

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+ 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.

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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

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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><i>Harms associated with attendance at Indian Day Schools including:</i></p> <p><input type="checkbox"/> Verbal abuse <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	<p>1. Physical assault causing:</p> <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> <p>2. Any of the following acts:</p> <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	<p>1. <u>Isolated</u> physical assault(s) leading to permanent or demonstrated long-term</p> <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> <p>2. <u>Isolated</u> incident(s) of any of the following acts:</p> <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 _____
---	--

<input type="checkbox"/> Level 4	<p>1. Repeated physical assaults leading to permanent or demonstrated long-term</p> <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> <p>2. <u>Isolated</u> incident(s) of any of the following acts:</p> <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	<p>1. Repeated incidents of any of the following acts:</p> <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> <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:</p> <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 _____
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- 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: _____ |

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- 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.

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- 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.

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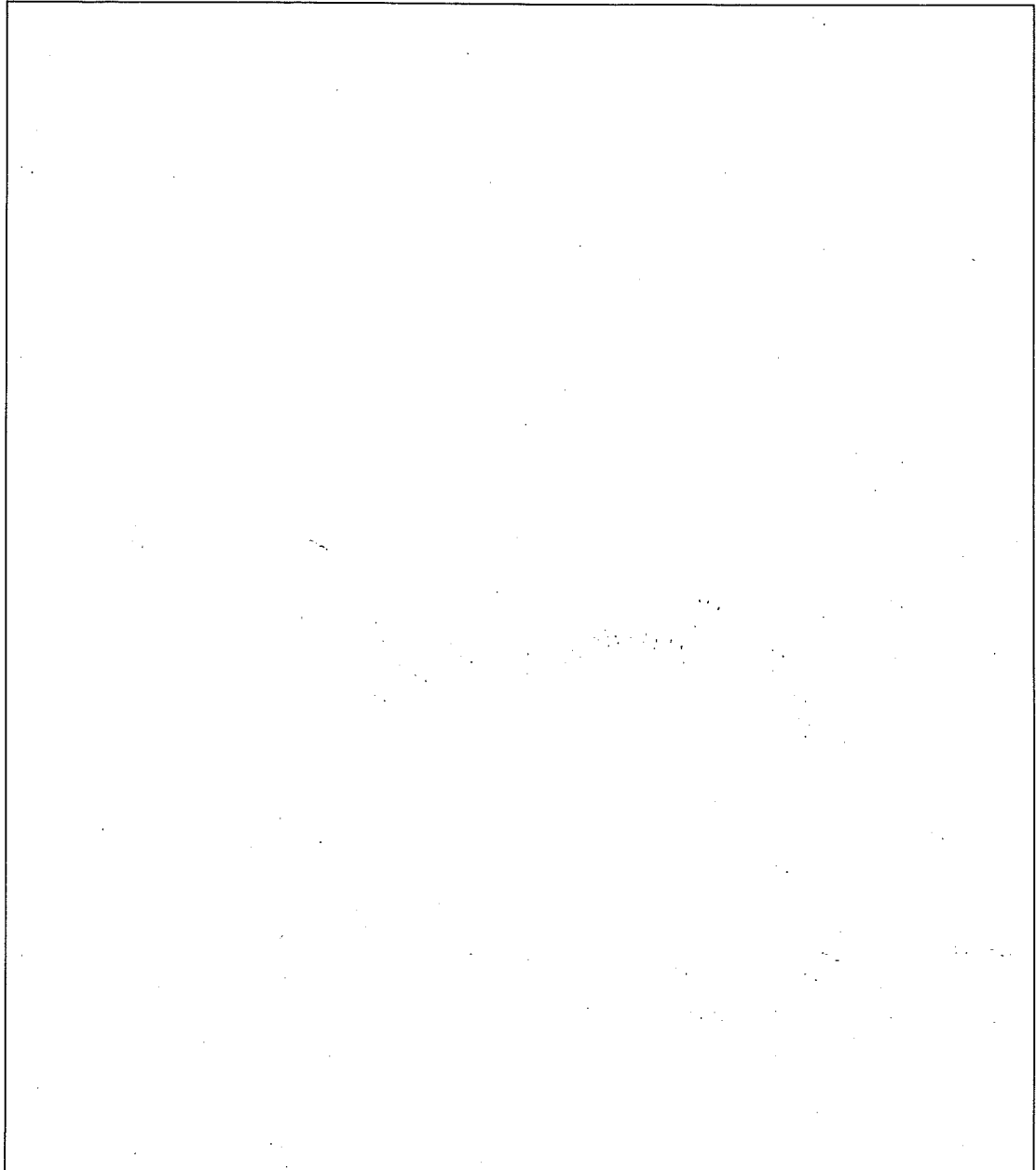
- e. Please provide any additional documents or information that will assist us in verifying your claim for compensation.

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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 has 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 Witness

Applicant:

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”

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.
- e) 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

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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

(Short Form)

INDIAN DAY SCHOOL LITIGATION

If you attended an Indian Day School, this notice may affect 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 sent 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 the Settlement is scheduled to be heard on **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.

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 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.

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

(Short Form)

INDIAN DAY SCHOOL LITIGATION

If you attended an Indian Day School, this notice may affect 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
Vanessa.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

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.

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	3,760	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-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=110443&PRID=10&PTYPE=109445&S=0&SHOWALL=0&SUB=0&Temporal=2017&THEME=122&VID=0&VNAMEE=&VNAMEF=> (accessed January 7, 2019).

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	225,090	33,480
25 to 34 years	235,900	136,920	83,585	9,915
35 to 44 years	202,860	116,625	74,185	7,475
45 to 54 years	212,190	117,945	82,065	6,805
55 to 64 years	168,910	87,135	71,505	4,285
65 years and over	121,665	62,075	51,115	3,065
65 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	1,673,780	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	136,585	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 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)

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)	41,645
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 -	11,640
Niagara (ON)	
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, diploma 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
15 to 24	40,665	106,405	13,590	81,850	2,115	9,375	2,140	18,075	305	1,890	225	6,760
24-34	20,590	39,480	11,880	57,160	4,510	21,770	5,670	42,675	845	3,845	1,165	26,305
35-44	15,375	29,945	8,045	40,110	4,810	20,230	6,735	43,370	1,330	4,130	2,110	22,845
45-54	16,165	37,805	6,650	42,320	4,875	23,620	7,130	45,700	1,560	4,775	2,575	19,020
55-64	12,615	38,185	4,125	34,400	3,450	20,145	5,310	30,505	1,255	4,055	2,345	12,530
65 to 74	7,920	25,855	1,690	14,670	1,645	10,325	2,165	12,335	545	2,035	1,050	6,165
75 years and over	5,100	16,085	490	4,610	470	3,235	455	2,680	115	440	205	1,375
Total	118,430	293,760	46,470	275,120	21,875	108,700	29,605	195,340	5,955	21,170	9,675	95,000

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
Mi'kmaw	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 list 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 gains 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 publically. **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/dayschoolclassaction/> 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 Brendan Mitchell, Qalipu Mi'kmaq First Nation in Newfoundland & Labrador, seconded by Chief Marcel Moody, Nisichawawasihk 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 the Notice Plan in both phases, Class Council 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:

- 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 list 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, other)
- 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'kmaq.

For further information on the proposed Notice Plan, see the McLean et v Canada Notice Plan, Long Form.

TAB G

SCHEDULE

“G”

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 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 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

“1”

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)
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Street Address

City ()	Province/Territory	Postal Code
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Phone Number	Email Address
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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:

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; Atikamisie Indian Reserve;	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 Taotaha	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, Vermillion 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	Wabamum/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	June 1927	Louis Bull Reserve	Methodist (1888-1924) Baptist (1950-1960) Roman Catholic (1950- 1956)
Alberta	Michel		September 1950*	September 1, 1960	Michel Indian Reserve	Roman Catholic
Alberta	Montana Kindergarten		September 1948	September 1955	Located on Montana Reserve	
			September 1991	September 1, 1992		
			1873 - The Morley Day School opened	1929 - All Day Students were attending the Morley Residential School		
			1951 - The new Morley Day School opened	1954 - The school amalgamated with the Morley IRS		
		Morleyville	1969 - The IRS closed and the day school continued to operate	August 31, 1986	Morley Reserve	Methodist United Church
Alberta	Morley Indian Day School	David Bearspaw Bers Paw	September 1959	January 1970*	Calais, AB	Roman Catholic
Alberta	Nomew		1955/1956	1967		
Alberta	Nordegg	Rocky Mountain House	1970/1971*	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, Brocket Day School	September 1995	June 1970*	In Brocket 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	Wakehan	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	Ahouasht	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	Chehalis	Chehalis	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 Tl'atinqox	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 Graham	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	Gitladdamix	Gitladamicks, Gitladamicks, Gitladamiks, Gitladamiksh, Gitladamik, 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		Katzie	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 Kisfiax	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 Kitsegukla Sheena Crossing	1897 September 1947	January 1945 1986	Methodist United Church
British Columbia	Kitselas (New Town)		1904/1905	February 1959*	Methodist United Church Salvation Army
British Columbia	Kitwancool	Kitwancoo Gitanyow	September 1938	July 31, 1986	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	Roman Catholic
British Columbia	Klemtu	China Hat	December 1903	December 1979	Methodist Church (1903-1925) United Church (1926-1974)
British Columbia	Kluskus		September 1980	June 1983	None
British Columbia	Koksilah		1906	August 1953	Methodist Church (1906-1922)
British Columbia	Kuper Island		September 1, 1968	September 1987	
British Columbia	Kyuquot	Kyuquot, Kyuqaht, Kyuquat, Aktis Day School	1882/1883	Between March 1974 and February 1977*	Roman Catholic
British Columbia	Lakalsap	Nass River Greenville Lakalsap	1877-1878	May 1975	Methodist Church (1877-1904) Anglican Church (1904-1974)
British Columbia	Lower Post		September 1, 1969	June 30, 1975	
British Columbia	Mamaililikula	Mamaililikulla, Village Island	May 1928*	September 1964*	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, Metlakatla	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 (Aniskamliith) 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	Opiatsht	Opiatsht	October 1957*	July 1971*		Roman Catholic
British Columbia	Osoyoos	Inkameep, Inkameep	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 Columbia	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	Siammon		January 1909		September 1960*		In Powell River, B.C.	Roman Catholic			
British Columbia	Smith's Inlet		December 1928 December 1950		June 1939 1964*		Indian Reserve No. 3 at Takush Harbour, Smiths Inlet	United Cchurch			
British Columbia	Snowcap	Takush 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	September 1959		September 1, 1973.		North Vancouver	Roman Catholic			
British Columbia	Stone	Squamish Day School	December 1963		September 1989		On the Stone Indian Reserve	Roman Catholic			
British Columbia	Stoney Creek	Stoney Creek (Williams Lake) Sugar Cane Indian Day School	February 1947		September 1, 1988*		Near Valocated 10 miles southwest of Vanderhoof	Roman Catholic			
British Columbia	Sugar Cane	Tatshe Indian Day School Tachie Taché Eugene Joseph	January 1, 1955		August 7, 1967		At Williams Lake, BC	Roman Catholic			
British Columbia	Tache		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	Ucluelet		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 Halait 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)	Miskoosepi	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		

Manitoba	Cross Lake School	Natimik North Natimik South Wapak Cross Lake Junior High School Wapak Junior High Saggitowack Nekopak Otter Nelson River 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 506), 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. 590	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		September 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*		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 Sioux	Oak River Griswold	1955*	1973*	Griswold, Manitoba	Roman Catholic
Manitoba	Guy Hill		September 1, 1968	June 30, 1979		

Manitoba	Hollowwater River (AC)	Hollow Water River 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*	Massinacap, 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; Paungassi Settlement, Manitoba	Menonite
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; Negginan, 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	1950*	1980*	Roseau River Reserve; Letellier, Manitoba	Roman Catholic
Manitoba	Roseau River (UC)		1959*	1967*	1967*	Roseau River Reserve; Dominion City, Manitoba	United Church
Manitoba	Rossville	Norway House	1883	1956*	October 1956*	Norway House, Manitoba	United Church
Manitoba	Sagittawack (RC)	Sagittawack	1948*	1948*	September 1, 1969	Cross Lake, Manitoba	Roman Catholic Non- Denominational
Manitoba	Sagittawack (UC)	Sagittawuk Sagittawak Sagittawuk	1948*	1948*	October 11, 1967	Cross Lake, Manitoba	United Church
Manitoba	Sagkeeng Consolidated	South Shore School	1969	1976	1976	Fort Alexander, Manitoba	United Church
Manitoba	Sandy Bay		1971*	1971*	September 1, 1974	Marius, Manitoba	
Manitoba	Shamattawa	Shamattawa-Nelson River Nelson River- Shamattawa Nelson House- Shamattawa Shamattawa-Nelson House	1949*	1949*	September 1, 1988	Shamattawa	Anglican Church
Manitoba	Shoal Lake		1892*	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*	1904*	1959*	Shoal River Indian Reserve, Manitoba	Anglican Church
Manitoba	Shoal River (RC)		1954*	1954*	1959*	Shoal River, Pelican Rapids, Manitoba	Roman Catholic

Manitoba	Split Lake	1909	1909	January 1990*	Split River, Manitoba	Anglican Church
Manitoba	St. Peter's (North)	1895*	North St. Peter's Day School	1895*	St. Peter's Reserve (North), Manitoba	Anglican Church
Manitoba	Stedman's School	July 1, 1977		1981*	Claudeboye Agency	Anglican Church
Manitoba	Swan Lake	1903*	Indian Springs	1981*	Fairford Reserve, Manitoba	United Church
Manitoba	Tadoule Lake School	September 1974		September 1995*	Swan Lake Reserve, Manitoba	United Church
Manitoba	Tatowich	September 1962	Cross Lake R.C. Day #597	1969*	Tadoule Lake, Manitoba	Roman Catholic Inter-denominational
Manitoba	The Pas	1880	Carrot River (Classroom)	1965*	Cross Lake Indian Reserve, Manitoba, Norway House Indian Agency	Anglican Church
Manitoba	Tower Island	1953*		1968*	The Pas, Manitoba	Anglican Church
Manitoba	Valley River	1948		1972	Norway House Agency, Manitoba	Anglican Church
Manitoba	Wassagamach	1968*	Wasagamach Wasagamach George Knott	September 1992	Valley River Reserve, Manitoba	Roman Catholic
Manitoba	Wassagamach (RC)	1951	Wasagamach RC Seasonal	1968*	St. Theresa Point, Manitoba	Roman Catholic
Manitoba	Wassagamach (UC)	1952	Wasagamach UC Seasonal	1959*	St. Theresa Point, Manitoba	United Church
Manitoba	Waterhen River	1882 1924	Water Hen Waterhand	1922 June 1971	St. Theresa Point, Manitoba	United Church
Manitoba	Waywayseecappo	1952		1961	Waterhen (River) Reserve, Manitoba	Roman Catholic
Manitoba	York Factory	1904 1949		1942 1951	Lizard Point Indian Reserve 62, Manitoba	United Church Presbyterian
Manitoba	York Landing	September 7, 1971		September 1994	York Factory Reserve, Manitoba	Anglican Church
Manitoba	Crane River	1950*		1960*	York Landing, MB	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 Woodstock Primary and Senior Department Indian School	February 1881 September 1976	September 1975 September 1984	On Tobique Indian Reserve No. 20	Roman Catholic
New Brunswick	Woodstock		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 Fort David's Mission. Riverview Territorial Day School Thomas Simpson	April 15, 1948	April 1, 1969*	Fort Norman Agency, situated on Great Slave Lake	Roman Catholic
Northwest Territories	Fort 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 Rabbitkin 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 tree line 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 Wagematcookewey	November 1883	1987/1988*	Middle River/Wagamatcook 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 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	Sydney	Sydney Bay	Fall 1903	December 1964	On Whycomomagh Reserve	Roman Catholic
Nova Scotia	Whycomomagh	Whycomomagh	July 1874	September 1993	Arctic Bay, Baffin Island	Roman Catholic
Nunavut	Arctic Bay		1958*	April 1, 1970*	Baker Lake, NWT	Protestant
Nunavut	Baker Lake		January 1957*	April 1, 1970*	At the south end of Belcher Islands	Anglican Church
Nunavut	Belcher Island	The South Camp School	September 20, 1960	April 1, 1970*	Cambridge Bay on Victoria Island	Non-Denominational
Nunavut	Cambridge Bay		1956/1957*	April 1, 1970*	Cape Dorset	Roman Catholic
Nunavut	Cape Dorset		September 26, 1950	April 1, 1970*	Chesterfield Inlet	Roman Catholic
Nunavut	Chesterfield Inlet	Sir Joseph Bernier Joseph Bernier Victor Sammurtok	September/October, 1951*	April 1, 1970*		

Nunavut	Clyde River	School	October 30, 1960	April 1, 1970*			
Nunavut	Coppermine	Kugluktuk School	1951*	April 1, 1969*	Coppermine Settlement	Non-Denominational	
Nunavut	Eskimo Point	Apex Hill Air Base School Sir Martin Frobisher	September 21, 1959	April 1, 1970*	Eskimo Point		
Nunavut	Frobisher Bay		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	Qikirtarjuaq		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	Anishinabe			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	September 1990*	Fall 1940*		Anglican Church
Ontario	Ferland School	Ferland Day School No. 370	August-September, 1953	August-September, 1953	February, 1959	Port Arthur Agency (Nakina)	Roman Catholic
Ontario	Fort Frances	Fort Francis St. Margaret's	September 1, 1968	September 1, 1968			Roman Catholic
Ontario	Fort Hope		1913*	1913*	Before January 1994*	Fort Hope, Eabamet Lake, ON	Anglican Church
Ontario	Fort Severn		June 1 1934 1939* 1954*	June 1 1934 1939* 1954*	1936* 1940* Before January 1994*	Fort Severn, Ontario	Anglican Church
Ontario	French Bay		1868-1869 January 8, 1934	1868-1869 January 8, 1934	September 1933 June 1967*	Saugeen Reserve, ON	United Church
Ontario	Garden River (AC)	Garden River, Protestant	Before 1920	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	1873-1874	November 1969	Garden River Indian Reserve	Roman Catholic
Ontario	Garden Village		January 3, 1906	January 3, 1906	June 5, 1943	Nipissing Indian Reserve	Roman Catholic
Ontario	Georgina Island	Georgina Island Indian Mission	At least July 1915	At least July 1915	Jun-78	R.R. 2, Sutton West, Ontario	Methodist Church (1915-1925) United Church (1927-1974)
Ontario	Gibson	Sahanatian School Watha Band School	1882-1883	1882-1883	September 1958	Gibson Reserve, nine miles from Bala, ON	Methodist
Ontario	Golden Lake		1887	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	February 20, 1905	September 1969*	Goulais Bay Indian Reserve, Batchewaung Bay	Roman Catholic
Ontario	Graham S.S. No. 1		1920*	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*	Kasabanika 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	Manitou Rapids Indian Reserve in Rainy River, Ontario	Non-denominational
Ontario	Manitou Rapids		Before 1920	September 1955*	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	Mistikwospogon		Between September 1965 and September 1968	Between March 1983 and January 1994		
Ontario	Mobert	Pic 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 Chemong Mud Lake (Curve Lake) Chemong (Curve Lake)	October 1948*	May 19, 1966*	Nemegos, ON Tophet, ON	Anglican Church	
Ontario	Mud 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	Maingowi 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	1960*	New Credit Reserve, ON	Anglican Church
Ontario	New Credit Central	New Credit #5	1957/58*			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 Sab, Assabaska, Sababong Indian Day School, Sabaskong Bay, Sabaskony School #367, New Sabaskong 367, 001 Sabaskong, 002 Sabaskong, Sabaskong School 479, Sabaskong R.C	Before 1920	Between 1979/1980 and 1982/1983	On Parry Island, two miles from Parry Sound	United Church
Ontario	Sabaskong	Sachigo Lake, Martin Mckay Memorial, Ponask	September 1956	April 1977*	Sabaskong Reserve No. 35D near Nestor Falls, ON	Roman Catholic
Ontario	Sachigo		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

Ontario	Saint Anne's	Fort Albany (RC)	1977*	1986*	bank of the Spanish River	
Ontario	Samson Beardy	Samson Beardy Memorial	December 28, 1978*	September 1988	Fort Albany First Nation	
Ontario	Sandy Lake (RC)	Sandy Lake RC Seasonal, Sandy Lake #459, Sandy Lake 494-013 RC	September 1956 September 1959	April 1958 Between January 1971 and March 1974*	Muskkrat Dam, ON 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 1956	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 - 456	December 1904 January 13, 1937 1946*	June 1911 September 1942 September 1952 1972-1973*	Wild Potato Lake, Seine River Reserve 23A, ON	Roman Catholic
Ontario	Serpent River	Kenabutch, Serpent River Federal, Serpent River (Cutler)	June 1875	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	Sidney Bay	Sydney Bay	1874-1880*	1964*	Cape Croker Reserve, Wiarton, 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 (1890-1892)
Ontario	Spanish River		1889	September 1961	Spanish River, ON	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	Stony 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 Wabigoon	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*	Weenusk, 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	Wikwemikong 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 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	Roman Catholic
Prince Edward Island	Rocky Point		October 1915	June 1922		
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	Akwasasne 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, Huntingdon County, Quebec, "across the river from Cornwall, Ont."	Non-Denominational
Quebec	Congo Bridge	Congway East Main Wabannutao Eyou School	1905		1985-1986*	Maniwaki Reserve, Quebec	Roman Catholic Non-denominational
Quebec	Eastmain		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 Kahnawa:ke)	Roman Catholic
Quebec	Kawennanoron	Kawennanoron 373/001 Kawennanoron 104	1969	September 1988	Caughnawaga Reserve No. 14 (now Kahnawa:ke)	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	María		1864	November 1963*	Gesgapegiag, Quebec	Roman Catholic
Quebec	Minigan	Mingan Teuaitkan	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	Obedjiwan	June 1, 1924	1990/1991	Obedjiwan, Quebec	Roman Catholic
Quebec	Oka Country	Oka #323 Kanestake	1880	June 1994*	Lake of Two Mountains, Oka, Quebec Kanestake, 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 Ouatichouan 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 Wasaganish	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	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 "Waswanopy" 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 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	Ahtakakoops	Ahtakakoop Sandy Lake	1878	September 1, 1990	Ahtakakoops Reserve Located on Assiniboine Reserve, situated about a quarter of a mile from the agency buildings	Anglican Church
Saskatchewan	Assiniboine		1886	1989		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	Kakishway	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 Eagle Hills Stony Stoney Red Pheasant Mosquito-Grizzly Bear's Head Mosquito Grizzly Bear	September 1951	September 1988	On Moosomin Indian Reserve	
Saskatchewan	Mosquito Stony		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 Muscowequan 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	Petequahey Muskeg Lake Kindergarten/Nursery	1955*	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	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	Pasqua	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 Dillion 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 1, 1968*	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 St. Francis Roman Catholic, Carlyle Indian Day School	September 1952		November 1964	Located on the Kahkewistahaw Indian Reserve	United Church
Saskatchewan	St. Francis		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	Roman Catholic
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	Sturgeon Lake Sturgeon West End Sturgeon East End Sturgeon Lake Kindergarten	1952*	September 1, 1961		Roman Catholic
Saskatchewan	Sturgeon Lake Day School		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, Episcopalian 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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