

EVALUATION ASSESSMENT
CANADA-NEWFOUNDLAND
NATIVE PEOPLES
OF
LABRADOR
AGREEMENT

E78.N72 E81



EVALUATION ASSESSMENT CANADA NEWFOUNDLAND NATIVE PEOPLES OF LABRADOR **AGREEMENT**

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Submitted by:

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St. John's Newfoundland

May 9, 1983

Amendments to the

Evaluation Assessment

Canada Newfoundland Native Peoples of Labrador Agreement

The following changes to the Assessment now form an integral part of the report.

Page 23 Question 4.1.4(1)

Delete and replace by the following:

- 4.1.4(1)(a) What are the full impacts of the exclusion from designated services and programs of Native People who do not live in designated communities. Are those impacts consistent with the objectives of the Agreement?
 - (b) Does the designated community criterion for providing access to designated services and programs result in the provision of services to non-native people while simultaneously denying such services to Native People? If so, is this consistent with the objectives of the Agreement?

Page 24 Question 4.1.4(3)

Delete and replace by the following:

4.1.4(3) Are the Councils and Native Associations spending funds from non-Agreement sources in order to carry out their roles under the Agreement? What are the reasons, sources and impacts?

Page 27 Question 4.4.4(9)(k)

Delete and replace by the following:

- 4.1.4(9)(k) (i) As a source of social and economic development funding, what is the relationship of this Agreement to other Canada/Newfoundland fiscal, cost-sharing and regional development arrangements:
 - Insofar as the Federal Government is concerned?
 - Insofar as the Provincial Government is concerned?
 and
 - In terms of mutual understanding?

- (ii) Is the recommendation by, and opinion of, the Co-ordinating Committee that the Agreement is a last resort for funding accepted by Canada and Newfoundland? Has the acceptance or rejection of that recommendation by each party been communicated to, and followed by, the Co-ordinating Committee, the Regional Committees, the Community Councils, and all Federal and Provincial Departments involved in social and economic development in Northern Labrador?
- (iii) What has been the impact on the social, economic and cultural development of the native communities as a result of the priority status accorded to the Agreement by each of the parties, the Native Associations, the Committees and Councils involved in the Agreement and the Departments and Agencies receiving funding under the Agreement?

New Questions following page 27

- 4.1.4(10)(a) Is the Federal/Provincial Agreement an effective, efficient and appropriate means for the fulfillment by the Minister of Indian Affairs and Northern Development of Canada's special interest in the social and economic development of the Innu and Inuit of Labrador?
 - (b) Has Canada met its obligations under the Agreement, including its obligations under sections 21(a) and 26(b)?
 - (c) Has Canada fulfilled its responsibilities under the Agreement and, specifically, has it made sure that the provisions of Sections 23(d), 26(c), 26(e), 30 and 31 have been met?
- 4.1.4(11)(a) Is the separation of the Indian and Inuit communities into two separate zones and two separate regional committees consistent with the objectives of the Agreement, and is it a measure that contributes to the effective and efficient realization of those objectives?
 - (b) Does the separation of the native Peoples of Labrador into two separate administrative and advisory groups have the effect of creating two separate agreements, and if it does have that effect, what are the positive and negative impacts:
 - (i) on the Associations, native communities and native peoples;
 - (ii) on the administration and implementation of the Agreement; and
 - (iii) on the designated services and programs?

4.1.4(12) What has been the impact of the poor relations between Canada and Newfoundland on the administration and implementation of the Agreement?

DEFINITIONS

Coastal - Coastal Associates and Consultants Limited

The Provincial Department of Rural, Agricultural RAND

and Northern Development

The Federal Department of Indian and Northern DINA

Affairs

LIA The Labrador Inuit Association

Naskapi/Montagnais Innu Association **NMIA**

Department of Northern Labrador Affairs DNLA

Labrador Services Division LSD

Inuit Non-profit Housing Corporation INPHC

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EXECUTIVE SUMMARY

The Canada Newfoundland Native Peoples of

Labrador Agreement was signed July 4, 1981. The Agreement

includes five programs:

- 1. Community and Economic Development
- 2. Education
- 3. Fisheries
- 4. Housing
- 5. Northern Development

The implementation and administration of the Agreement is the responsibility of the Provincial Deaprtment of Rural, Agricultural and Northern Development and the Department of Indian and Northern Affairs representing the Government of Canada. This evaluation assessment is required under the terms of the Agreement. The primary purpose is to establish whether or not the Agreement and its programs are amenable to being evaluated.

Understanding the Agreement and its Programs

The Agreement includes programs representing

a variety of Provincial Departments and agencies. It is
therefore multi-directional in scope and represents an
administrative task not easily defined. The evolution of
Native Rights in Labrador has been linked to some of the

unique and stark realities beginning from the time of initial settlement in the Coastal Communities. The problems of Native Peoples relate as well to the history of development attempts and, most recently, to the formation of Native groups throughout the designated communities. The Newfoundland and Labrador union with Canada in 1949 did not bring instant solutions nor have any definite solutions to most of the problems being clearly identified in recent years.

Identifying Issues

The evaluation team identified and reviewed the Objectives of the Agreement, the resources available for implementation as well as looking at some of the activities and operational outputs and impacts. Six potential evaluation issues were identified:

- 1. The lack of participation by Native Peoples.
- Degree of difficulty experienced by communities in accessing funds.
- The lack of agreement and definition of special education programs for Natives.
- 4. The Agreement's failure to recognize fisheries as central to long-term economic and community development.

- 5. The failure to provide housing.
- 6. The future of the Depot Operations

Proposed Evaluation Model

The evaluation team has proposed an evaluation model for the evaluation of the Agreement and each program included within it. The model consists of three components:

- 1. A Delphi Study
- 2. A Fiscal Review
- 3. An Assessment of Outcomes and Impacts

Determining Evaluation Options

Three options have been presented:

- 1. Conduct of full-scale evaluation now.
- 2. Postpone the evaluation for one year, but begin immediately to conduct a series of evaluations of individual designated programs.
- 3. Postpone the evaluation for two years.

Recommendation

The evaluation team recommends that the

Steering Committee accept Option 1 and that a full-scale

evaluation begin immediately and be conducted in two Phases

with Phase A to include a Delphi Study and a Fiscal Review, and Phase B to include An Assessment of Outcomes and Impacts.

1.0 INTRODUCTION

1.0 Historical Background

In Northern Labrador from Lake Melville to Nain, there is a native population of Inuit, Naskapi/Montagnais Innu and Settlers, whose antecedents originally came from Great Britain, Norway and Canada. These Settlers intermarried with Inuit and Innu. All three groups total approximately 3,500 people. Prior to the union of Newfoundland with Canada, there were no special government programs for the natives of Northern Labrador. Their welfare was for the most part left in the hands of the Moravian Mission, the Roman Catholic Church, the United Church and the Grenfell Mission. Around 1907, Governor McGregor of Newfoundland did recognize that there were natives in Labrador who had original rights in the ownership of land and resources. He successfully argued against the leasing of timber concessions to St. John's business interests until such rights were clarified. There was also legislation preventing the export of Inuit or Indians from Labrador for the purpose of exhibiting them and there was legislation preventing the sale of alcohol to natives. These are examples of the few instances whereby the Newfoundland Government recognized the existence of a native population before Confederation in 1949.

1.2 Newfoundland and Labrador union with Canada

The terms of union with Canada did not mention the existence of a native population or of special rights or of special responsibilities for natives. The matter of responsibility was hotly debated in both the Provincial House of Assembly and the Parliament of Canada. During the first few years after Confederation, Newfoundland maintained that the native people enjoyed the same rights and privileges as all citizens of the Province. The Federal Government for its own reasons did not exercise its constitutional responsibility toward Indians and Inuit as it has done throughout most of Canada. The Indian Act has never been envoked in Labrador and the Indians do not have status as registered Indians. However, there was tacit recognition that a responsibility existed and consequently Federal monies were made available to the Province through an informal exchange of letters starting in the mid-1950s. These monies were to assist in education, health services and housing. The amounts received up until the 1970s were less than \$1 million per year. The report of the Royal Commission on Labrador in 1974 emphasized the discrepancy between per capita funds received for natives in Labrador and those elsewhere in the country.

Subsequently, the amount increased incrementally to about \$5 million per year. Agreements continued to be an informal exchange of letters.

In the 1950s and '60s Federal funds were administered by the Department of Public Welfare under the Division of Northern Labrador Affairs. Programs were cost-shared with the Federal Government paying 60% of designated programs and the Province 40% in Inuit/Settler communities. The cost-sharing in Indian communities was 90% Federal and 10% Provincial. These ratios continue to this day.

In the 1970s administration of native programs shifted to the Department of Community and Social Development under the Northern Labrador Services Division. In 1977 a new department was created called the Department of Rural, Agricultural and Northern Development. The administration of native programs fell under the Northern Development section and an Assistant Deputy Minister and other administrators were established in Goose Bay, Labrador. Previously all programs were administered from St. John's and there was no involvement of the native population in the planning, development, delivery and review of native programs, except that from time to time native representatives sat as observers at Federal/Provincial meetings were they had occasion to offer advice and table concerns.

1.3 Formation of Native Associations in Labrador

By the mid-1970s the Labrador Inuit Association and the Naskapi/Montagnais Innu Association had been formed with core funding from the Federal Department of the Secretary of State for the purposes of promoting the cultural, social and economic well-being of the natives. It also rapidly contributed to the politicization of the native population. The LIA included the Settler population in its constituency. From 1974 Federal funds also became available for both Inuit and Innu to research their aboriginal rights and to prepare for negotiations with the Federal and Provincial Governments concerning these rights. This has come to be known as the land claims process and it, too, has stimulated the political development of the native population. In addition, the native communities became incorporated under the Provincial Department of Municipal Affairs during the 1970s (except Sheshatshit), and Community Councils or Band Councils also emerged as a new political force.

All these groups became more and more insistent upon meaningful involvement in native programs funded through Federal/Provincial agreements (during the latter part of the 1970s health services were taken out of the general agreement and were provided for in a separate agreement).

1.4 The New Agreement

Before the conclusion of the 1975-1980 Federal/ Provincial Native Peoples Agreement, negotiations involving native people worked towards a new, more formal Agreement, one designed to more fully involve native people in the planning, development, delivery and review of such programs. A formal Agreement, known as the Canada-Newfoundland Native Peoples of Labrador Agreement, was signed on July 4, 1981. It is a bilateral Agreement between the Government of Canada, represented by the Minister of Indian Affairs and Northern Development, and by the Government of Newfoundland and Labrador, represented by the Minister of Rural, Agricultural and Northern Development. This Agreement was witnessed by the President of the Labrador Inuit Association. The President of the Naskapi/Montagnais Innu Association did not sign as a witness.

2.0 HIGHLIGHTS OF THE AGREEMENT

2.1 Funding

This Agreement, effective April 1, 1981 to
April 1, 1986, calls for an expenditure of \$38,831,700.

payable over five years with a maximum contribution by Canada of \$29,135,100. and by the Province of \$9,696,600. over the five years. As in the past, the ratio of 60:40 in the Inuit/
Settler communities and 90:10 in the Innu communities is to be maintained. Designated programs are to be delivered to eligible communities as was the case in the past. In this present Agreement, those communities are Nain, Davis Inlet, Hopedale, Postville, Makkovik, Rigolet and Sheshatshit. Although there are some native peoples living in North West River, Happy Valley-Goose Bay and Mud Lake, they have no access to the designated programs. The latest five year forecast of spending dated December 13, 1982 is attached (Appendix A.).

2.2 Organization and Structure for Implementation

The major new focus to the present Agreement is the establishment of a committee structure. Appendix B. outlines this structure and shows how it relates to RAND's flow chart for the administration and implementation of the Agreement.

A Co-ordinating Committee, consisting of two representatives each from the Government of Canada, the Government of Newfoundland and Labrador, the Labrador Inuit Association and the Naskapi/Montagnais Innu Association has been formed. This body meets regularly and recommends policies, allocation of funds and programs and co-ordinates the evaluation and review of the administration and operation of the Agreement, and of the operation of designated programs in the eligible communities. The administration of the Agreement and final decisions are performed by the Province, primarily through the Department of Rural, Agricultural and Northern Development (N.B. Appendix C. The Agreement-Part III and Part VI).

The Agreement also establishes two regional committees (one for the Inuit/Settler communities and one for the Innu communities). These committees review and assess community plans prepared by the respective communities within the region and then submit them to the Co-ordinating Committee. They recommend the allocation of funds under the Agreement between the regions and the eligible communities. Again, the Province makes the final decisions.

2.3 Services and Programs

There are five designated services and programs as outlined in Schedule 1 of the Agreement. These are:

- that portion of the program or programs
 established by the Province in respect to
 the social and economic development of
 communities; special services and financial
 support to enhance the social, cultural,
 and economic development of Native people.
- (ii) "EDUCATION PROGRAM" that portion of the program or programs established by the Province in respect to the operation and maintenance of special education programs for native people.
- (iii) "FISHERIES PROGRAM" that portion of the program or programs established by the Province in respect to the provision of subsidies to fisheries operations.
- Iiv) "HOUSING PROGRAM" that portion of the program

 cr programs established by the Province in

 respect to the construction and maintenance

 of houses.

(v) "NORTHERN DEVELOPMENT PROGRAM" - that portion of the program elements or programs established by the Province and which are designed to provide a variety of special services and financial support.

2.4 Evaluation and Steering Committee

The Agreement also calls for an evaluation and review of the administration and implementation of this Agreement and the operation and delivery of the designated The Co-ordinating Committee has the responsibility to establish a Steering Committee consisting of one member each appointed by the Federal Minister, the Provincial Minister and each of the native associations. The following evaluation assessment is conducted under the terms of reference established by this Steering Committee and approved by the Co-ordinating Committee (Appendix D.). The evaluators are responsible to this committee and are submitting their report to it. Co-ordinating Committee may, in turn, release the report to the public, interested persons, organizations and other groups or individuals upon the approval of the parties and the native associations.

2.5 Evaluation - Statement of Purpose

An evaluation is required under the terms and conditions of the Agreement as outlined in Part V, Appendix C. The purpose of the Evaluation Assessment is to present the front-end planning mechanism for the evaluation which has a two-fold purpose as outlined in the Terms of Reference dated October 6, 1982:

- (1) to evaluate the administration and implementation of the Agreement for the period that it has been in operation; and,
- (2) to evaluate the Housing Program and the Northern Development Program.

The purpose of this Evaluation Assessment is to:

- (1) identify and investigate the feasibility of answering the issues of concern to the four parties involved with the Agreement:
- (2) develop options; and,
- (3) recommend an appropriate course of action.

Cost estimates of the various options are also required and should be sufficiently comprehensive to allow tendering of the second phase.

2.6 Objectives

2.6.1 The Agreement

The Objectives of the Agreement (N.B. Appendix C. Section V are to:

- (a) Make available to the Native People of Newfoundland and Labrador certain designated programs designed to assist and support them in achieving their cultural, social and economic goals;
- (b) Fully involve Native People in the planning, development, delivery and review of such programs;
- (c) Assist the Native people in the longterm economic development of their communities;
- (d) Improve the standard of living of Native People of the Province; and
- (e) Enhance the socio-cultural development of the Native People of the Province and to enable them to pursue such socio-cultural developments within their normal and traditional communities as well as throughout the Province.

2.6.2 Services and Programs

Most services and programs within the Agreement (Appendix C. Schedule 1) include items previously funded by the Federal and Provincial Governments in recognition of the special needs of Native people in Labrador. There is very little that is new or different from the financing arrangements under the "exchange of letters". Coastal has, therefore, found it impossible to define the objectives of individual programs within the Agreement. It is necessary, however, that the objectives of each program be defined and agreed on before any evaluation is completed.

any evaluation is to establish an evaluation structure or guidelines. The difficulty involved in developing an evaluation structure will depend very much on how well a department has defined its programs and their objectives. In the case of programs under the Agreement objectives have not been defined. The development of an evaluation structure must, therefore, be delayed until the objectives of each program are clarified and agreed on. Coastal recommends that the Delphi Method be used to define objectives for each program.

3.0 METHODOLOGY

3.1 Review of Documents

Coastal began work on this evaluation assessment in mid-December, 1982. The roles of the two investigators were defined and agreed to, in consultation with the Evaluation Steering Committee. Access was immediately arranged to appropriate documentation and a review of all materials began simultaneously in Goose Bay and St. John's. Project files were analysed at the same time as informal discussions took place with individual representatives of all parties. Information was gathered on:

Historical Background of the Agreement

Roles within the Agreement, especially for implementation

Issues affecting the Agreement

Attitudes

Objectives

Policies

Funding

Accounting

A list is attached, Appendix E. which indicates most of the material to which we had access.

3.2 Informal Interviews

Semi-structured interviews were carried out with Federal and Provincial officials and representatives of LIA and NMIA. In some cases more than one meeting was held and in all cases individuals were encouraged to send further comments in writing. This did happen on a number of occasions, and the material received was extremely helpful to the evaluators. We were also available, throughout the study, for contact by phone, and, on a number of occasions, helpful information was received by phone contact.

3.3 Visits to Communities

Field work began in January when approximately ten days were spent visiting the designated communities. All designated communities were visited. Interviews were conducted with members of the Executive of LIA and NMIA, as well as local community leaders and others interested in the Agreement.

3.4 List of People Interviewed

A list of all communities visited is attached with the names of people contacted and interviewed in each community. Others contacted at the Federal and

Provincial Government level, as well as private industry and other agencies, are listed in Appendix F.

3.5 The Evaluation Steering Committee

As much as possible contact was maintained with the Evaluation Steering Committee throughout the process. Members of the Committee were co-operative and helpful in providing supplementary information and in clarifying certain positions or situations. The Committee helped, as well, in arranging easy access to all files and other documentation. Coastal is particularly grateful to members of the Committee who attended the meeting in Goose Bay on March 18th and provided helpful criticism and direction in response to our preliminary first draft.

4.0 THE EVALUATION ASSESSMENT ANALYSIS

Introduction

The evaluation team has reviewed the objectives of the Agreement and the activities which have resulted since the Agreement was signed on July 4, 1981. All appropriate documentation, as listed in Appendix E., has been studied. In addition, we conducted interviews with the program managers, the project officer from Evaluation Branch and members of all advisory committees. A good cross section of native people, in each of the designated communities, was also interviewed. In each case documents and other relevant information was reviewed so as to increase our understanding of the Agreement and its program. One major problem has been identified as the lack of defined objectives for each program within the Agreement. This will necessitate that the evaluation be approached in two phases, with Phase A to include a clarification of objectives.

Our overall assessment of the extent to which the Agreement and each Program can be effectively evaluated at the present time and a list of potential evaluation issues and evaluation questions are listed below.

These six evaluation issues are presented and discussed

so as to highlight concerns related to rationale, impacts, effects.

4.1 Administration and Implementation of the Agreement

4.1.1. Potential Issue #1

The involvement of Native people in the planning, development, delivery and review of programs under the Agreement.

The general feeling from the majority of local people interviewed was that the Agreement tended to make things much more formal than the earlier informal exchange of letters. It has been suggested by Government people, both Provincial and Federal, that Native representatives tended to use the formal structure of the Agreement to take a kind of 'cross-examination' approach especially in relation to Provincial representatives. This meant that meetings of the Co-ordinating Committee became stilted and strained and Government Representatives, in turn, tended to act more legalistic. From this assessment of the Agreement it is easy to assume that the Agreement has become a kind of barrier between people rather than being a bridge to bring them together.

One widely held impression, especially among community and Native groups, is that the new Agreement

rather than adding anything "new" has merely created a cumbersome and expensive bureaucracy. The first question Coastal was confronted with, during our initial contact in one community, was, "Where has all the money gone?" General public awareness of great amounts of money being available through the Agreement and specific evidence of more Government activity in the communities compared with increased difficulty and "red tape" required for communities to access funds, is the basis for this kind of initial or opening question.

This situation seems to be aggravated by the many layers of committees and the rigid consultative structure which is outlined in the Agreement. In the best of times formal agreements can only work if good will is evident from all parties. It is true, however, that in the case of the present political climate between the Provincial and Federal Government most issues that affect people are exaggerated against its background and in the case of very sensitive issues related to Native Rights and Policies this could easily distort the real issue. There is some evidence, for example, that within the present political climate in Canada local Native groups can have relatively easy access to Federal Ministers, including the Federal Minister responsible for this Agreement. At the same time,

Provincial Ministers and Senior Officials of government departments with the responsibility for Native Rights are often treated as "poor cousins" by Ottawa. This places the Province in an awkward and very difficult situation.

On the positive side, however, the Agreement is an improvement over the informal exchange of letters because it has allowed for, or at least stimulated, some participation by Native groups. From our reading of the files and from our personal knowledge of the administration during the years of the old arrangement Coastal concludes that, at that time, there was no input or participation by Native groups in the designated communities which was formally recognized. There are. however, still the central questions as to whether or not the Agreement, as it is now structured, allows for effective administration and whether or not an Agreement such as this is an appropriate vehicle to achieve the objectives as stated. We have identified a number of issues under the general heading of the Agreement, some of which are not totally exclusive to this category as there is naturally overlapping of interest and applicability to other programs and sectors. Native participation in the Agreement and their involvement

in achieving the objectives of economic, social and cultural development have been provided by means of the committee system previously described. These committees are recommending bodies only. Final decisions rest with the Province. Recommendations can be negated by unilateral decision, and sometimes are when the Province believes that such recommendations do not adequately meet the criteria for needs as defined by the Province.

Many things can interfere with such a committee system and which can change a co-operative and collaborative environment to an adverserial one.

4.1.2. Communications

If the objectives of the committee system of the Agreement are to be met, good and efficient communications, at all levels and in all directions, are important requirements. Good communications, along with mutual good will are necessary to maintain an environment for co-operation and collaboration. An assessment of the minutes of meetings and our interviews with representatives of all parties indicates that there is not consistently good communications. This problem has been raised in meetings and there has been some progress toward improving communications. We have

identified a number of measures which could be of use in this important matter. They are:

- The recording of complete and accurate minutes at Co-ordinating and Zone Committee meetings, and the prompt distribution of them to all concerned parties.
- 2) The submission by all appropriate parties of proposals, reports, and audits on time and to all concerned in a form which is understandable and of use to the participants.
- 3) The provision by the Province of written explanations for the failure or inability to follow the recommendations of the Coordinating Committee "within the shortest possible time" as required by the Agreement.
- 4) The provision by the Co-ordinating Committee of information and policy matters promptly and clearly to Community Councils and Associations and community groups.

4.1.3. Administration

The administration of the Agreement is the responsibility of the Government of Newfoundland and Labrador and is performed by the Province primarily through the Department of Rural, Agricultural and Northern Development offices at Happy Valley/Goose Bay. This office, under the direction of an Assistant Deputy Minister, was established in an attempt to bring Provincial Government services closer to the local needs of Labrador and, in particular, to better serve the Northern population in the designated communities. In addition to the administration of this Agreement, Department personnel in Labrador carry out or administer other regular programs on the same basis as in other parts of the Province. The benefit of locating the office at Happy Valley/Goose Bay, from the point of view of providing better administration for the Agreement, has been questioned by some people interviewed. general reaction from individuals and some community groups seems to indicate that budget approval could be obtained much more easily under the old informal exchange of letters arrangement. The Agreement, Part IV, paragraphs 23 to 28, both inclusive, outlines a cumbersome budgetary process. When combined with Provincial Treasury Board requirements and schedules for submission and review

of departmental budgets and with the need through this
Agreement to consult committees at the community, zone,
and co-ordinating committee levels, the budget process,
itself, seems almost unworkable. It may explain, as well,
the degree to which RAND offices may have their "hands tied"
by the system and, therefore, have difficulty getting
estimates to the Provincial Government by the end of
October each year. In addition, this Agreement includes
programs and activities representing a broad range of
responsibilities normally administered by other line
departments or agencies of the Provincial Government.

4.1.4. Ouestions

In evaluating the administration and implementation of the Agreement, the following questions need to be addressed:

- 1) Since the Agreement is intending to help the Native Peoples of Labrador and since certain communities have been specially designated to receive programs, Who are the Native people the Agreement is intending to serve?
- 2) Has the Province adequately defined the role of RAND as the implementing department

5 1

of this Agreement? Is the co-ordinating role with other departments strong enough?

Is the role of RAND fully understood and accepted by other departments and agencies?

- Associations in the Agreement? Is funding available to support their roles? Are Community Councils and Associations the appropriate structures through which to deliver economic development programs?
- 4) Does the committee system, including subcommittees of the Co-ordinating Committee, achieve the objective of fully involving Native people in the planning, delivery, and evaluation of programs?
- 5) (a) Is there agreement on the roles of committee members and do they carry out roles?
 - (b) Have the committees established appropriate and effective rules of procedure and are they followed?

- 6) (a) Does funding criteria facilitate the flow of funds and the efficient and effective delivery of programs?
 - (b) What are the cost benefits of the budgetary process established under the Agreement?
- 7) (a) Are there new programs and new jobs as a result of the new Agreement?
 - (b) Has the Agreement prevented access to other sources of funding? If so, how and why?
- 8) (a) Have objectives changed? Are the objectives of the parties to the Agreement different from the objectives of the Agreement itself?
 - (b) What is the impact of the lack of well defined objectives of the designated programs on the administration and implementation of the Agreement?
- 9) What about administration output?
 - (a) Is it possible to streamline the budgetary process by a smoother integration of Federal and Provincial Treasury Board requirements?

- (b) Is it administratively more effective to have a Senior Provincial Government Official resident in Labrador?
- (c) What about the cost effectiveness of Goose Bay Versus St. John's?
- If decisions still have to come (d) from St. John's, would not a knowledgeable administrator be more effective both in dealing with his own department, Treasury Board and especially with other line departments and agencies of Government if he were situated in the Capital? What is the significance of Amherst, Nova Scotia as the Federal location for administering the Agreement? and What about the Federal Government change which caused Northern Development to be replaced by Indian Affairs?
- (e) Does the proportion of salaries paid to staff out of the Agreement (exclusive of the operation of the Depots) correspond to staff time and commitments to programs in the Native communities?

- (f) Is there a need for the ADM of RAND to be more accessible to the committees and communities? Should he chair the Co-ordinating Committee?
- (g) Why are the positions of Business Development Specialist, Crafts Development Officer, and Housing Development Officer vacant?
- (h) There is an expenditure of \$193,000.
 (1981-82) for charter and contract
 of fixed wing and helicpoter services
 paid for totally by the Province.
 Why is an additional \$94,000. (1981-82)
 spent on travel out of the Agreement
 (exclusive of committee travel).
- (i) Why have there been freezes on housing assistance and water and sewer funds, with rollovers to the next year's budget?
- (j) When community and regional proposals are accepted, do funds flow on schedule? Is the Agreement an appropriate vehicle for this?
- (k) Is the Agreement a last resort for funding? How, why and what is the impact?

4.2 Community and Economic Development Program

4.2.1. Potential Issue #2

The degree of difficulty experienced by communities in accessing funds for community projects.

This relates to Objectives (c) and (d) of the Agreement.

4.2.2. Program Profile

This program includes special Native programs administered by RAND and funds available directly to Community and Band Councils. The five year forecast shows a total of \$21,274,712. allocated under this program. It includes capital costs for water and sewer (of which 25% or \$9.7M is set aside by mutual consent of all parties), housing assistance, maintenance of students, Native employment (on-the-job training) and direct funding to communities for local projects. When amounts are committed to water and sewage, housing, special programs administered by RAND, and core funding for Community and Band Councils, there is not a great amount left over for direct payment to communities for their administration of special projects. The 1983-84 budget forecasts, for example, a total of \$670,448. for Region I (the two Indian communities), and \$1,514,377. for Region II, which must be divided between five Inuit and Settler communities. Community

requests from Region II alone amount to \$3 million for 1983-84. There is accordingly considerable competition for limited funds. Agreement on funding criteria, allocation and ranking of projects become critical.

A working committee has been appointed by the Co-ordinating Committee for the purpose of developing policy guidelines for the sharing or shifting of administrative responsibilities of certain programs and for resolving a number of other issues. Much of this group's work is related to the Community and Economic Development Program. Issues include:

- 1) ownership of assets
- 2) trusteeship What have the communities learned?
- 3) regional committees and communities
- 4) Native employment
- 5) housing policy
- 6) travel
- 7) reports and audits
- 8) funding criteria
- 9) minutes of meetings
- 10) education

From the point of view of an evaluation of community allocations, programs and projects, the major

issue of concern as expressed by community individuals and as expressed in the minutes of committee meetings is the degree of difficulty the communities experience in having project recommendations for direct community funding approved and in actually receiving funds for community projects. It is this issue for which the evaluators encountered the greatest degree of frustration, hostility, distrust, and misunderstanding. This is reflected in a number of recent events, e.g., The Combined Community Councils of Labrador recommended at its February meeting that a public enquiry be called to investigate the aministration of the Agreement, and councillors from a number of Native communities travelled to St. John's and Ottawa to make similar representations. Most recently LIA has publicly supported the Micmac community of Conne River and have stated publicly that their agreement tends to slow down the flow of funds to communities. 1. A number of questions raised under the issues of committee structure and function and communications are relevant to the above issue.

^{: 1.} St. John's, Newfoundland, Evening Telegram. April 21, 1983

4.2.3. Questions

Other questions relevant to an evaluation of the Community and Economic Development Program include:

- are community allocations and priorities established? Who established them?

 Who designs and how appropriate are the community designs or plans for water and sewage? Why has there been a freeze or delay in the implementation of water and sewage projects? Why has community proposal for a debenture approach been rejected?
- 2) Native Employment: How have the job trainees been selected? What has become of trainees after the training program? (The evaluators are aware that administration of this program is presently under review by the policy working group.)
- 3) Outpost Program in the Indian Communities: What are the cost benefits? How is it promoted and administered?

- 4) Maintenance of Students: What role do the communities have in screening of applicants?

 Why cannot students apply for maintenance outside of the Province, e.g., flying school?

 What resource is there for Native applicants in Labrador who do not reside in designated communities.
- What effective assessment can be employed by communities and regional committees for ranking of proposals at both the community level and the regional level? How effective are Regional Development Specialists of RAND in assisting the Councils and Regional Committees in preparing proposals and in adhering to an agreed upon criteria for funding? Do the regional committees need their own staff in assisting in the preparation of proposals and in the implementation of projects?
- 6) In the case of experience with Trusteeships within the implementation of the Agreement:
 - (a) Why has this method been imposed?
 - (b) What purpose?

- (c) What has been the impact on community, community councils, individual citizens and economic and community development?
- (d) Have the objectives been met?

4.

4.3 Education Program

4.3.1 Potential Issue #3

Lack of agreement on the definition of 'Special Education Program' for Natives. This relates to Objectives (a) and (e) specifically, but generally applies to all Objectives of the Agreement.

4.3.2. Program Profile

The Agreement identifies an Education Program for cost sharing on the same basis as all other programs.

This program was not specifically designated for evaluation within the terms of Coastal's contract. It is, however, our recommendation that it should be included. We found during our visits to the designated communities that the Education Program was always a major concern. When one considers the importance of Education and its direct relevance to each of the Objectives of the Agreement and the amount of funding allocated each year, it seems to us impossible to exclude this program from any proper evaluation of the Agreement.

The objective of this program is to provide for the "operation and maintenance of special education

programs" for Natives. This objective is more specific than in the earlier informal Agreements established by exchange of letters, in that in those Agreements the objective was more loosely identified as providing for the operation and maintenance of schools in the designated communities. This has become an issue of concern to the Native members of the Co-ordinating Committee and their constitutents who are demanding that Agreement funds be clearly allocated for special Native Education Programs. At the same time, the School Boards are insisting that special programs, which include a higher teacher-student ratio (1:15 instead of the province wide 1:24), necessitates that they allocate some of the funds for the increased costs of maintenance and operation of the schools.

Under the present Agreement, a fixed amount of \$2.5 million is allocated for the life of the Agreement to the capital costs for new schools or additions. The amount allocated to the School Boards for discretionary spending must be negotiated each year as is the case also for the Teacher Education Program in Labrador (TEPL) and to the Adult Education Division of the Department of Education. These amounts come to between \$1 million and \$1.5 million per year. The latest 5 year forecast dated December 13, 1982 (Appendix A.) shows a total

allocation of \$6.4 million, bringing the total of operating and capital expenditures to \$8.9 million.

Coastal's informal interviews, both with

Government officials and within the designated communities

have clearly documented the fact that there is not agreement

on the interpretation and application of "maintenance and

operation of Special Education Programs for Natives".

4.3.3. Questions

The following questions, derived from our interviews, would assist an evaluation of the Education Program:

- What are the special education programs for Natives? Who decides? and What is the involvement of Native People?
- 2) Do the School Boards have extra costs because of special programs?
- 3) What is the teacher/student ratio in each of the schools in the designated communities?
- 4) Are the School Boards using funds for operation and maintenance of schools and if so to what extent?

- 5) Do the northern Labrador schools receive the supplementary funds for operations which the Province allocates for the schools on the south coast of Labrador? If not, why not?
- 6) The allocation of capital funds for schools in the designated communities are established through negotiations involving the three School Boards. Do these allocations reflect a fair ranking of native and community needs?
- 7) The TEPL Program has been in existence for 5 years with the objective of assisting Natives to get certified as teachers. No certified teachers have emerged from this program to date. Can and will the TEPL Program achieve its objectives? Does it have the support of Native communities?
- The Adult Education Division receives \$100,000.

 per year for special programs in the designated communities. These include English and Inuktitut as special languages, craft courses, and life skills courses. There are Native co-ordinators in each designated community. How many Natives participate in this program and what are its costs benefits?

4

- 9) The Department of Education feels that teacher turnover in designated communities is too high. Memorial University has concluded that the MUNTEP Program should remain dormant because there is no demand. How can these two views be reconciled?

 Why is teacher turnover so high?
- 10) The Curriculum Development Centre established by the Integrated School Board seems to be regarded as a positive step. How was it established? What are the indicators of success?
- Who is responsible for special education? The Department of Education? The School Boards? of the Local Schools? How is this related to the Agreement and its implementation?
- officials that local community participation is not effective, thus, programs are not well thought out in terms of applicability to the community. Some indicated that there is a lack of motivation in the community to participate in educational programs.

 Do people participate in educational programs at the community level? If not, why not?

13) Is the Agreement an appropriate mechanism for realizing the objectives of involving Native People in education and assisting them in achieving social and economic goals in relation to education?

4.4 Fisheries Program

4.4.1. Potential Issue #4

The Agreement's failure to recognize fisheries as central to long term economic and community development This relates to Objectives (c) and (d).

4.4.2. Program Profile

Any plans for long-term economic development of the designated communities must include fisheries which is the prime renewable resource of the area. The industry is a main source of employment on a seasonal basis and the fishery has been prosecuted by both Settlers and Native People since communities were established on the coast. Methods used today, however, both for catching, handling, and processing are primitive and non-profitable both for the individual fishermen and for the plant operations. Compared with the itinerant Newfoundland fishermen the Labrador Coastal resident is still very much 'behind the times'. A development plan for fisheries must include education in management, catching, processing and quality control, plants need upgrading, vessel replacements and improvements are required and new methods of catching and marketing may need to be introduced.

The responsibility for fisheries was handled by the old Department of Rural Development up until 1978 when it was transferred to the Provincial Department of Fisheries. The total budget allocation for the year 1981-82 was in the area of \$2.8 million of which only \$250,000. was available to the department from the Agreement. This program was also not included for evaluation in Coastal's contract. Because of the central role which fisheries development must play in future economic planning and development, we recommend that this program be included in any evaluation which is to be The results of the recently completed Kirby Task Force on the east coast fisheries and the continuing restructuring program has identified specific recommendations related to Northern fisheries. For this reason, as well, it is important that the Fisheries Program within the Agreement be evaluated.

4.4.3. Questions

The following questions need to be looked at:

1) Is fisheries development considered to be a part of the long-term economic development plans for designated communities? Why is fisheries not more integrated in that development? Why so small an allocation fisheries within the Agreement? What is the allocation designed to achieve?

- 2) How are plans by Provincial Fisheries coordinated within any overall long range Northern Development Program.
- 3) Does fisheries development need to be integrated into and/or be developed alongside other community services? If so which services and how?
- 4) Provincial Fisheries has made submissions for funding to DREE for Northern Fisheries Development but without any success to date.

 Why? and should Agreement implementation be able to assist in negotiations?
- 5) Is the Agreement an appropriate mechanism for Fisheries development?
 What has been the activity through this mechanism?

4.5 Housing Program

4.5.1. Potential Issue #5

The failure to provide adequate housing, so that the standard of living of Native People can be improved as outlined in Objective (d) of the Agreement.

4.5.2. Program Profile

The Housing Program is a designated program of the Agreement. However, it is somewhat of a misnomer. Under previous agreements and administrations, DNLA, LSD, and RAND actually constructed houses for Native Peoples in the designated communities, which were then rented to the occupants for a minute, token amount which often was never collected. The costs of these houses continued to rise, so that the last units constructed by RAND cost in excess of \$50,000. The present administration decided it could no longer afford to build houses. Therefore, previous to the signing of the new Agreement in 1981, RAND entered into discussions with Community Councils regarding changes in housing policy and the assuming of responsibilities for housing by the Community Councils. Some of the communities accepted this responsibility, while others did not. The Nain Community Council, in particular, believed that it should have

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input into a housing assistance program but that it should not be a municipal responsibility. Council has, instead, advised applicants for housing assistance to apply directly to RAND. With the signing of the new Agreement two programs were established. One was a house construction financial assistance program, which would provide a grant of \$19,500. to applicants to go towards the expense of the construction of new houses. This amount was increased in 1982-83 to \$22,500. grant is for materials and labour and may be used not only for the construction of new houses but also for repairs and extensions to existing houses. Councils reported to the evaluator that they were never advised of increases from \$19,500. to \$22,500. The fiveyear forecast in the Agreement shows approximately \$4.5 million for these housing assistance programs.

There has, however, been confusion concerning policy for these programs. Some applicants have applied directly to RAND, while others have gone through Community Councils or local housing authorities, where they were established. Rigolet received 13 grants between 1981 and 1983 of \$19,500. towards the construction of new houses. This was a pilot project by RAND which hired an individual responsible for supervision of the project.

Nevertheless, the standard of houses produced has been considered unsatisfactory by RAND. In 1981-82 housing assistance grants were also given to four individuals in Zone 2 communities. Most housing assistance grants for 1982-83 have been frozen because of applications being too late to allow for shipping in of supplies, according to RAND. The Nain Community Council asserts that requests for housing assistance for 1982-83 in that community were made by September. 1981, and that it does not know why there has been a delay for that community. There has, therefore, been a carry-over of \$787,000. in the housing assistance program to the 1983-84 budget.

In June of 1982, Region 2 attended a housing conference in Goose Bay where a variety of housing assistance programs were reviewed. This conference resulted in a resolution for a regional housing authority to be incorporated to deal with the problems of housing and to implement the assistance programs that are available to residents. Another resolution called for local housing committees which would be responsible to the regional authority. An Interim Regional Housing Association was formed and the Inuit Non-profit Housing Corporation was given responsibility for the formation of the Association.

During the month of February, 1983, a travelling housing conference, organized by the INPHC and funded by the Federal Government, took place in Zone 2 concerning the establishment of a new housing policy and the recognition of a new Regional Housing Authority. Two representatives from RAND attended these meetings.

Negotiations with RAND are ongoing with respect to the transfer of funds and administrative responsibilities to the Authority from RAND. Representations have also been made to the Federal Government by Councillors concerning the hold back of funds for housing assistance, as well as other programs.

It is recognized by all parties that housing needs in the Native communities of northern Labrador are critical, particularly in Nain where there are acute shortages. Holdups have largely been because of the lack of an agreed upon policy. Although it appears that a coherent policy and a housing authority will be effectively in place and functioning in the near future, it will take some time before there will be any results to evaluate. Certain issues regarding the housing assistance program, leading up to the functioning of a new Regional Housing Authority, ought to be evaluated in order to aid the new Authority in efficiently executing a housing program.

A central issue which needs to be explored is the failure of the housing program to meet the needs of the communities in the first two years of the present Agreement.

4.5.3. Questions

Questions which should shed light on this issue include:

- 1) (a) Why was the Housing Policy changed in 1981?
 - (b) What was the process followed in making that change?
- 2) Why has there been no Agreement on a Housing Program?
- 3) (a) What are the housing needs in each community?
 - (b) How are these needs integrated into the process to provide housing as included in the Agreement.
- 4) How many houses have been constructed or improved in each community under the present Agreement?

- 5) How much money has been spent?
 Who is responsible for it?
- 6) What difficulties arise regarding title to property, size of property, proximity to other properties and removal of old structures?
- 7) What have been the impediments for receiving housing construction assistance?
- 8) What assistance or mechanisms have been in place for appropriate house design and selection and supply of materials?
- 9) If a Housing Authority is created for Region 2 how will housing assistance be affected for Region I?

4.6 Northern Development Program

4.6.1. Potential Issue #6

The future of the Depot (General Store) Operation and how it will be related to achieving each of the Objectives for the Agreement.

4.6.2. Program Profile

This segment of the Agreement includes elements extablished by the Province which are designed to provide a variety of special services and financial support to the eligible communities. Central to this part of the Agreement is the Depot Operations. This refers to the operation of General Stores in certain designated communities. During the life of the Agreement and as per the revised five-year forecast, dated December 13, 1982 (Appendix A.), a total of \$2.7 million will be made available for capital expenditures on Depot services. The importance of Depot Operations and its centrality to the Northern Development Program was empahsized by a majority of community people interviewed. It is also considered to be of prime importance to the working committee on Policy Guidelines, especially as it relates to the ownership of assets. For this reason the current and future status of this asset needs to be assessed.

4.6.3. Questions

- 1) Are the Depots responding to the needs of the communities? How are these needs assessed?
- 2) Are the Objectives of the Program being met?
- 3) What are present management practices related to amortization, insurance and other hidden costs of Depot Operations and Services?
- 4) What are the annual revenues and which parts of the operation are in a loss or gain position?
- 5) In anticipation of stores being passed over to either a community based or a private operator, could they operate on a viable basis and in such a way so that the present subsidy from the Agreement could be reduced or eliminated?
- 6) Is cost benefit analysis available to document feasibility?

5.0 CONCLUSIONS

There is for example little evidence of effective participation by the Native Peoples, which seems to be linked to a lack of understanding or a refusal to accept suggested roles. This is true on the part of all parties associated with the Agreement. There is also evidence of poor communications between the implementors and the designated communities. These two problems combined with cumbersome administrative procedures caused a slow response to most program demands under the Agreement. Coastal supports in principle the plan by RAND to initiate some form of newsletter which would be regularly distributed to all designated communities as an update of activities under the Agreement.

Roles should, however, be defined, understood and agreed on both among the four parties involved in the Agreement and between RAND and other appropriate government departments and agencies.

5.2 A full-scale evaluation would be of assistance to the implementation of the Agreement provided that it is conducted in two phases and includes all programs as listed in Schedule I.

- In the area of communications it is suggested that the parties establish a position to carry our cultural and social animation in the designated communities. Options for the base from which this position would operate would include RAND, both of the associations or some independent agency. It is our suggestion that an independent agency would be preferable.
- A study is required of all assets in designated communities. This study should be done especially in light of some programs within the Agreement and in particular those related to long-term economic development.

6.0 PROPOSED EVALUATION MODEL

The two main functions of the evaluation as Coastal views it, may best be termed formative and summative. The term formative refers to the process of feeding back what is learned in to the project so that it may be improved as it continues. We view this as the dvelopment role of the evaluation. The term summative describes the function of the evaluation as final judge. Within this role there will be an analysis of out-put data and data related to effects of processes and activities, but the data is not used to influence changes in these processes.

We recommend that the evaluation model for Phase II of the Canada-Newfoundland Native Peoples of Labrador Agreement should include three components:

- I) A Delphi study of the objectives of the Agreement and each program to be evaluatedFormative.
- II) A fiscal review of the Agreement and each program to be evaluated - Summative.
- III) An assessment of outcomes from the Agreementand each of the programs to be evaluatedSummative.

The full-scale evaluation should proceed in two phases:

Phase A - To include Component I and II.

Phase B - To include Component III.

Within Phase A, the evaluation would use the Delphi Method to clarify the objective of each program under the Agreement. This method is outlined in Exhibit I. It is a recognized and fairly simple method of reaching consensus. At the same time that this is preceeding a fiscal review of the Agreement and each of the programs will be taking place. Phase A will also prepare a framework for Phase B. The model for this framework should be as outlined in a final evaluation framewrok guide prepared by the Evaluation and Planning Division of the Executive Council of the Government of Newfoundland and Labrador. This evaluation framework incorporates general principles which are widely accepted in the conduct of evaluation studies. It reflects the expectations of the Treasury Board of Canada, the Office of the Comptroller General, and the Cabinet Secretariat of the Government of Newfoundland in the area of program evaluation. 1

The explicit procedure followed can be influenced to a large extent by the nature of the program being evaluated. Coastal recommends that the above noted principles be followed to the extent possible, taking into account the nature of the Canada Newfoundland Native Peoples of Labrador Agreement.

The purpose of the evaluation study Phase B would

See "Guide on the Program Evaluation Function" and "Principles for the Evaluation of Programs by Federal Departments and Agencies" - Office of the Comptroller General, Government of Canada. Also, Guidelines for the Conduct of Joint Federal/Provincial DREE Subsidiary Agreement Evaluations", Cabinet Secretariat, Government of Newfoundland and Labrador and DREE Newfoundland, Government of Canada.

be to assess the results of the Agreement and the various services and programs provided within. Potential issues and questions as identified by the Evaluation Assessment Phase I would be categorized under appropriate headings as outlined in Exhibit II.

Within the detailed work plan the Agreement and each program will be evaluated according to the logic model as outlined in Exhibit III.

Phase B should begin immediately after the successful completion of Phase A. A breakdown of each component to be used in the full-scale evaluation is as follows:

6.0.1. Proposed Evaluation Model Component 1

It will be necessary for small pre-selected groups to reassess the objectives of the Agreement and each of the services or programs. These groups should represent both levels of Government, both Associations and the Community. Coastal recommends three Delphi probes to achieve consensus among these groups as to the objectives and the intended outcomes of the Agreement and of each program. Exhibit I outlines the Delphi technique.

6.0.2. Proposed Evaluation Model Component 2

A more in-depth review of files and documents will be carried out and appropriate information tabulated so as to provide a complete review of all fiscal expenditures within the Agreement. This will include an assessment of budget predictions and their results, especially in relation to contribution formula in the Agreement (Reference Section 23-28), operating and capital costs, grants, and all programs. Capital assets will also be identified including facilities and equipment.

6.0.3. Proposed Evaluation Model Component 3

This will be achieved using the framework developed in Phase A and in accordance with Exhibit II and III

Exhibit I

6.1 THE DELPHI TECHNIQUE

Delphi is a group of related procedures for eliciting and refining the opinions of a group of people. The technique was developed in the early 1950's by Olaf Helmer and his colleagues at the Rand Corporation to obtain group opinions about urgent defense problems such as forecasting defense technology needs and collecting opinions about future dates of occurence of social and technological advances. Unclassified descriptions of the techniques were published in the early 1960's and since then Delphi has been one of the better known methods of studying the future.

Characteristics and Validity Measures

The Delphi technique is a carefully designed program of sequential individual interrogations (usually best conducted by questionnaire) interspersed with information and opinion feedback.

Delphi operates on the principle that several heads are better than one in making subjective conjectures about the future, and that experts will make conjectures based upon rational judgment and shared information rather than merely guessing, and will separate hope from likelihood in the process.

Several characteristics of the procedure should be noted:

- 1. The technique relies on the strenght of informed intuitive judgment of topics for which reliable objective evidence cannot be obtained, using a panel of persons nominated for their competence in the field.
- Anonymity is deemed essential and is achieved through the use of questionnaires.
- 3. The statistical summary of previous round responses reported to participants serves several functions: A more carefully considered group response, the development of consensus, avoidance of asking the group to arrive at a common opinion.
- 4. The manager of a Delphi study, through selection of panel and items, as well as through selection of feedback data, attempts to reduce irrelevancies and retain centralized control of the exercise.

6.2

Exhibit II

Basic Program Evaluation Issues

Classes of Evaluation Issues

Basic Evaluation Questions

PROGRAM RATIONALE
(Does the program make sense?)

- Are the activities and outputs of the Agreement and its programs consistent with its mandate and plausibly linked to the attainment of the objectives and the intended impacts and effects?

PROGRESS AND ACTIVITIES - (What activities took place and to what extent were resultant outputs utilized?)

- What activities were developed under the various program guidelines and to what extent were they utilized?

IMPACTS AND EFFECTS (What has happened as
 a result of the program?)

- What impacts and effects, both intended and unintended, resulted from carrying out the program?

OBJECTIVES ACHIEVEMENT - (Has the program achieved) what was expected?)

- In what manner and to what extent were appropriate program objectives achieved as a result of the program?

ALTERNATIVES
(Are there better ways of achieving the results?)

- Are there more cost-effective alternative programs which might achieve the objectives and intended impacts and effects?

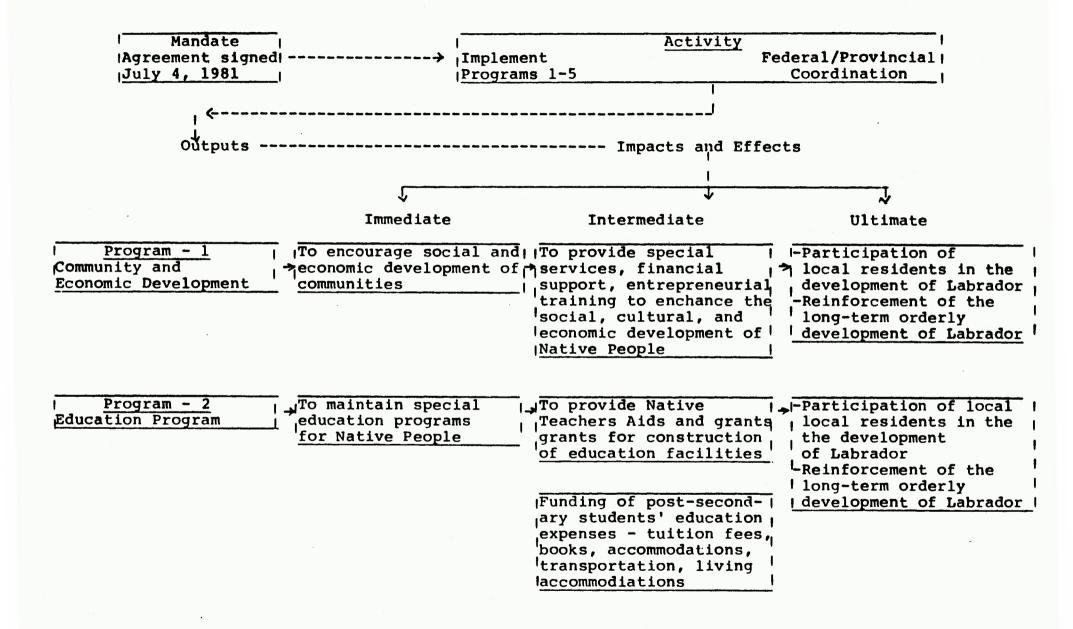
6.3 Exhibit III

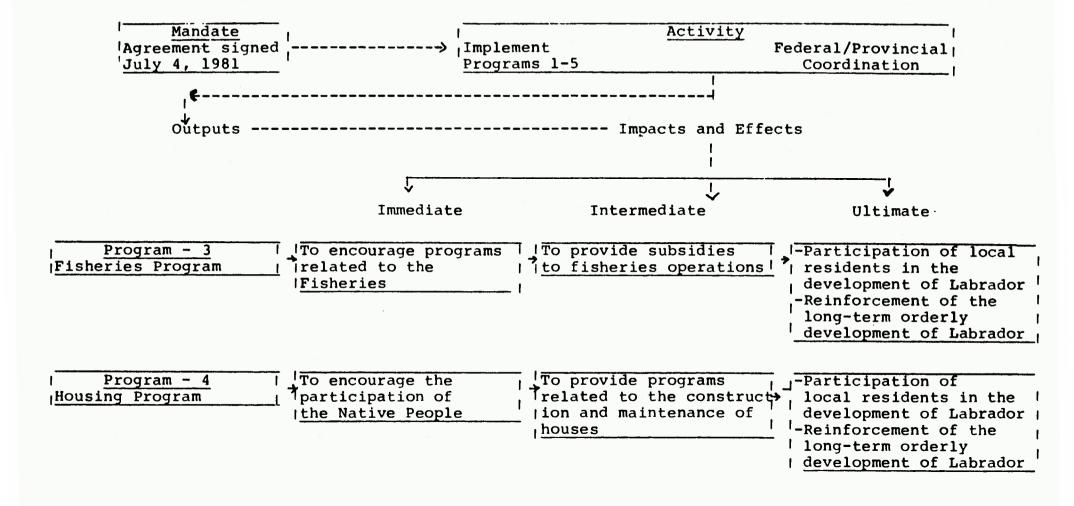
Logic Model

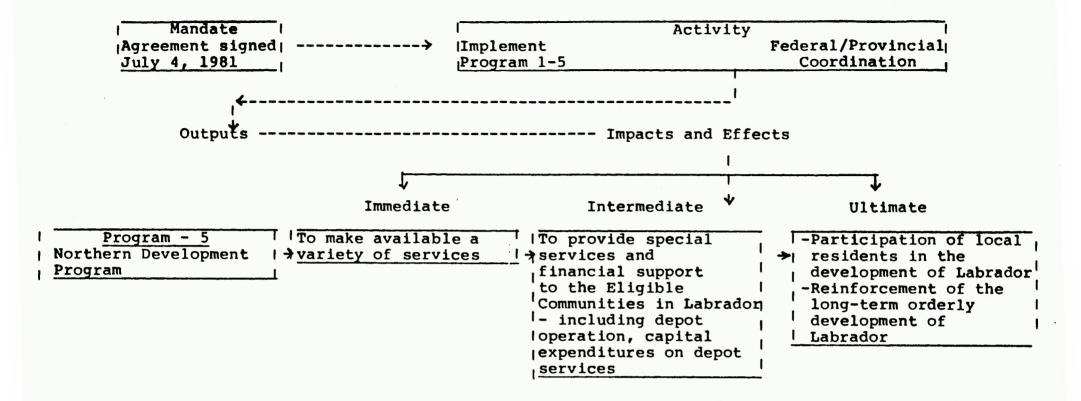
Canada-Newfoundland

Native Peoples of Labrador Agreement

N.B. This is included as an example only and information for specific blocks would be developed during Phase I! "
of the Evaluation.







7.0 EVALUATION OPTIONS

Coastal has reviewed the Canada-Newfoundland
Native Peoples of Labrador Agreement and each of the
services and programs provided for within its mandate.
A preliminary assessment of the structure of both the
Agreement and of each program has been completed. Some preliminary conclusions have been reached and noted within this
report. An assessment has been made of the potential for
evaluation and the initial analysis of issues that emerge
suggest that there are three evaluation options:

- 1. Conduct a full-scale evaluation now.
- Postpone the full-scale evaluation for one year, but, begin immediately to conduct a series of evaluations of individual designated programs.
- 3. Postpone the evaluation for two years.

7.1 Option 1: Conduct a full-scale evaluation now.

To achieve this certain formative (developmental) aspects would have to be build into the evaluation. These would relate specifically to obtaining a clear consensus on the objectives, especially as they apply to the various services and programs provided for under the Agreement.

A longer period of time than normal will be required so as to enhance the validity of the consensus. Other aspects of the evaluation would be carried out simultaneiously, but

the full-scale evaluation would require a period of six months. The full-scale evauation would be conducted in two phases using the proposed model for evaluation. A detailed budget is attached.

We recommend this option because it will provide an opportunity for an outside independent and holistic view and contrubition to the Co-ordination Committee related to the Agreement and all its programs. It is understood that the evaluation would proceed with full knowledge of and in cooperation with established working groups or committees.

OPTION 1 - BUDGET

Personnel		
Senior Evaluator (Study Coordinator) 1 @ \$300.00 per day @ 30 days	\$ 9,000.	
Senior Evaluator (Field Work) 1 @ \$300.00 per day @ 20 days	6,000.	
Research Assistant (some accounting background require 1 @ \$100.00 per day @ 120 days	ed) 12,000.	\$ 27 , 000.
Travel and Accommodations		
Senior Evaluator (Coordinator) 4 trips St. John's/Goose Bay return 6 \$343.00 per trip	\$ 1,372.	
<pre>1 trip to designated communities @ \$800.00 per trip</pre>	800.	
10 days per diem @ \$50.00 per day	500.	
Senior Evaluator (Field Work) 2 trips Goose Bay/St. John's return @ \$343.00	68 6.	
<pre>1 trip to designated communities @ \$800.00 per trip</pre>	800.	
<pre>8 days per diem e \$50.00 per day</pre>	400.	
Research Assistant 1 trip St. John's/Goose Bay return @ \$343.00 per trip	343.	
10 days per diem @ \$50.00 per day	500.	

In-town mileage and Miscellaneous

CARRIED FORWARD

150.

5,551.

\$32,551.

CA	RR	IED	FO	RWA	RD
-	. 2 / 2 /		- 1 0		

\$32,551.

Secre	tarial	and	Office

Secretarial and Office		
Secretary	\$ 800.00	
Office Supplies (paper, etc.)	250.00	
Telephone	400.00	
Report - printing, etc.	300.00	
Contingency	200.00	1,950.
TOTAL		\$34,501.

N.B. Phase A would require a period of 2 months and a cost of \$10,000.

Phase B would require a period of 4 months and a cost of \$24,501.

7.2 Option 2 - <u>Postpone the full-scale evaluation</u>
of the total Agreement for one year, but begin immediately
to conduct a series of evaluations of individual designated
programs.

The advantage of postponing the evaluation would be to allow the implementation process to be more streamlined. Certain activities recently introduced, such as the Working Group on Policy which included the review of procedures for the Housing Program are correct steps in that direction. Some of the studies suggested in our section on conclusions would also help refine implementation procedures and these could be completed within a one year period.

The disadvantage of this Option is that a series of studies, whether conducted separately or as a unit, would tend to give more fragmented feedback to the Co-ordinating Committee. In terms of budget this option would not be cheaper than Option 1 and depending on how studies were organized, contracted and conducted could, in fact, cost a lot more especially for items such as travel. Based on a minimum of three studies, the total cost including the completion of the full-scale evaluation would be in excess of \$60,000. We do not recommend this Option because of the fragmented

approach and because, in our opinion, the studies could not be totally guaranteed to enhance the definition of the final full-scale evaluation.

7.3. Option 3 - Postpone the evaluation for two years

This Option would have the same advantage of Option 2 related to time for a more streamlined implementation process to take hold. It would not, however, offer any opportunity for independent contributions to the improvement of program implementation and future planning. The cost of this Option would be approximately the same as Option 1 plus 10% depending on how soon the evaluation was started. We do not recommend the postponement Option. It is our experience that to merely postpone an evaluation of a program does not enhance the potential for evaluation in the future.

8.0 RECOMMENDATIONS

Coastal recommends that the Evaluation Steering
Committee accept Option 1, and immediately begin a fullscale evaluation, in two Phases, of the Canada Newfoundland
Native Peoples of Labrador Agreement and each individual
program included within it as per Schedule 1.

APPENDIX A.

FIVE YEAR FORECAST

DECEMBER 13, 1982

5 Year Fornces: Rative Peobles Arrecrett (Revised Gcc. 13, 1962)

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Total Federal/Provincial Funding	1981/62	1982/83	1983/86	1964/85	1985/86	<u>icte:</u>
As Per Agreement	\$6,412,400.00	\$7,112,100.00	\$7,760,600.00	\$6,408,400.0C	3 9,085,200.00	\$36,E31,760.0C
Salaries - Administration Salaries - Development Salaries - Depot Operations	\$ 67.281.00 \$ 157.138.00 \$ 501,523.00	\$ 70.000.00 \$ 170.000.00 \$ 525.000.00	70,000.00 175,000.00 641,000.00	1 75.000.00 5 190.000.00 5 690.000.00	\$ 82,000.00 \$ 210,000.00 \$ 760,000.00	\$ 364.261.00 \$ 502.138.00 \$ 3.117.523.00
Trave: - Administration Trave: - Development Trave: - Depot Operations Trave: - Committee	\$ 27.000.00 \$ 27.215.00 \$ 5.022.00	\$ 10.000.00 \$ 27.000.00 \$ 25.000.00 \$ 10.000.00	\$ 10.000.00 \$ 30.000.00 \$ 27.000.00 \$ 10.000.00	\$ 10.800.00 \$ 32.400.00 \$ 30.000.00 \$ 10.000.00	\$ 11,600.00 \$ 35,000.00 \$ 33,000.00 \$ 10,000.00	\$ \$2.335.00 \$ 151.400.0; \$ 142.215.00
Paintenance of Students Depot Capital	1 115,524.00	1 120,000.00	1 132,000.00	145,000.00	1 160,000.00	\$ 45.022.00 \$ 672.524.00
Total R.A.N.O. Requests	\$ 762,696.00 \$1,672,134.00	\$ 961,700.00 \$1,936,700.00	\$ 399,100.00 \$1,494,100.00	\$ 275,000.00 \$1,458,200.00	\$ 281,504.00 \$ 1,563,304.00	\$ 2.700.000.00 \$ 8.147.436.00
Cepartment of Fishering fish Plants - Operation Subsicy	\$ 250,000.60	\$ 200,605.00	<u> 150,600.00</u>	\$ 100,000.00	\$ 50,000.00	3 75C, CGC. 00
Second Operations	\$ 698,000.00	\$ 98F.000.00	\$1.068,000.00	\$1.197.GOO.co		
MLN A Sencial Projects Edult Education School Construction	\$ 75,000.00 \$ 100,000.00 \$ 350,000.00	\$ 82.000.00 \$ 100.000.00 \$ 650,000.00	\$ 90.000.00 \$ 100.000.00 \$ 500.000.00	\$ 100.000.00 \$ 100.000.00 \$ 500.000.00	\$ 1,315,000.00 \$ 110,000.00 \$ 100,000.00	\$ 457.665.66 \$ 457.665.66 \$ 506.006.66
Total Education Requests Water & Sewer Projects	\$1,423,000.00	\$1.820,600.00	\$1,778,00G.00	\$1,897,060.00	\$ 500,000.00	\$ 2,500,000.00 \$ 8,943,000.00
- Transfer to Office	1 328,900.00	\$ 750.000.00	\$1,940.000.00	\$3,345,700.00	\$ 3,343,100.00	1 9,707,700.00

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Community Funding*	ı	1961/8. \$1.796.017.00	1987/83 \$1,099,336,00	\$3,192,900.00	1984/85 \$2,858,900.00	<u>1965/86</u> \$ 3,207,347.66	<u> </u>
			15,006,036.00	•		110,288,751.00	

*Includes housing Assistance Grants \$1.662,000.00 And Native Exployment \$165,666.06















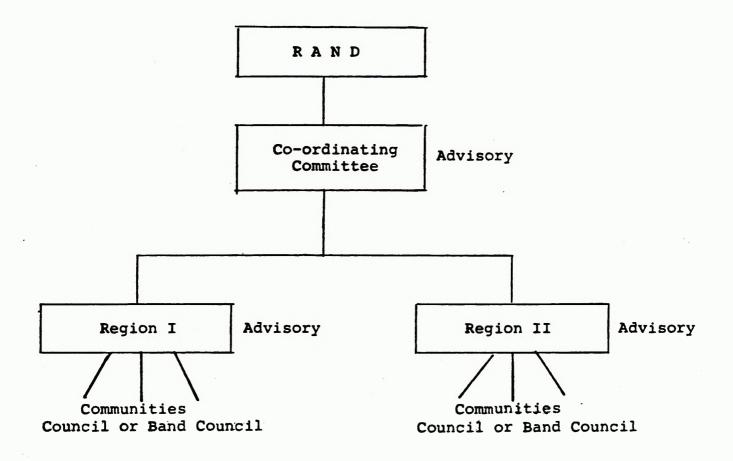
APPENDIX B.

ORGANIZATION AND STRUCTURE

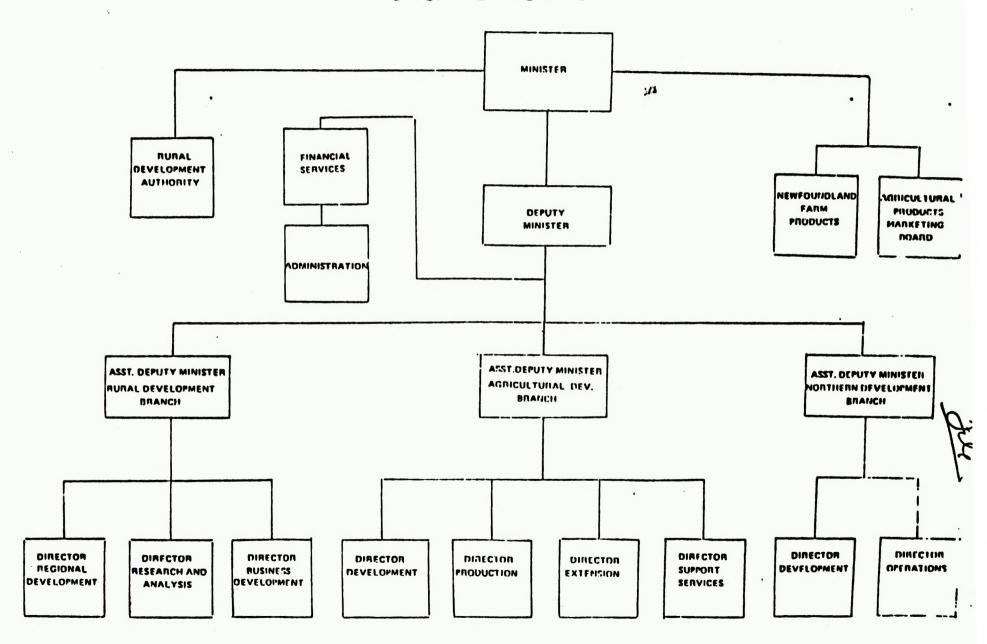
FOR

IMPLEMENTATION

ORGANIZATIONAL CHART FOR IMPLEMENTATION FO THE AGREEMENT

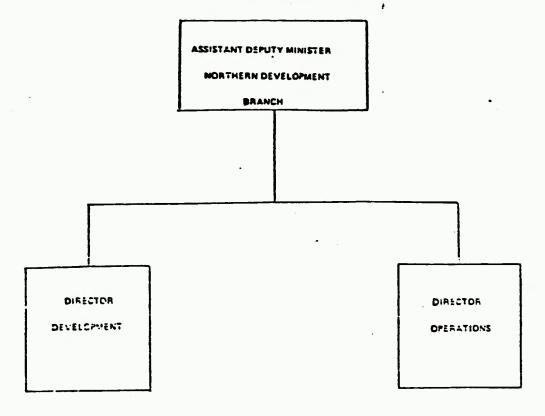


DEPARTMENT of RURAL, AGRICULTURAL & NORTHERN DEVELOPMENT ORGANIZATION CHART



MORTHERN DEVELOPMENT BRANCH

DEPARTMENT OF RURAL, AGRICULTURAL AND NORTHERN DEVELOPMENT



FUNCTIONS

*** COMMUNITY PROJECTS

***CRAFT DEVELOPMENT

***HOUSING

*** INDIAN & INUIT PROGRAMS

*** TRAINING

*** INFORMATION

*** LOANS

*** SWCENTIVE GRANTS

*** REGIONAL ORGANIZATION

FUNCTIONS

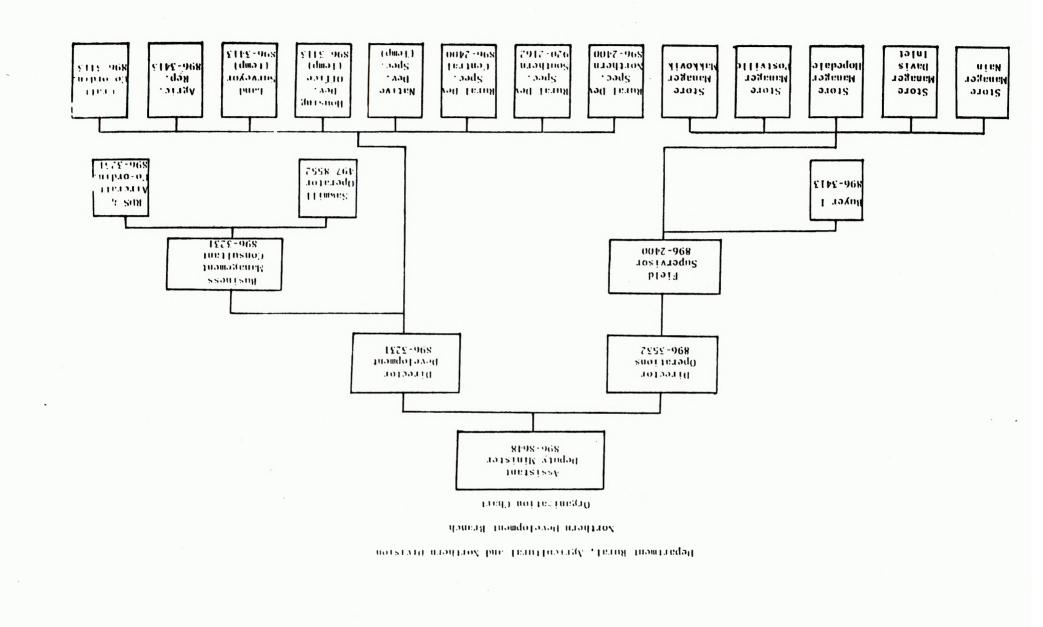
*** EDUCATION SUPPORT

*** RETAIL STORES

*** STUDENT DORMITORY

*** PURCHASING

*** FUR TRADE



PROVINCE OF NEWFOUNDLAND & LABRADOR Labrador Portion Region I ²Region II NAIN² DAVIS INLET POSTVILLE 2 HOPEDALE²
MAKKOVIK² RIGOLET² SHESHATSHIT1 Goose

APPENDIX C.

THE AGREEMENT

CANADA
NEWFOUNDLAND
NATIVE PEOPLES
OF
LABRADOR
AGREEMENT

CANADA - NEWFOUNDLAND - NATIVE PEOPLES OF LABRADOR

THIS AGREEMENT entered into the 47 day of July 19 81

BETWEEN:

THE GOVERNMENT of Canada as represented herein by the Minister of Indian Affairs and Northern Development

OF THE FIRST PART

AND

THE GOVERNMENT of Newfoundland and Labrador as represented herein by the Minister of Rural, Agricultural and Northern Development

OF THE SECOND PART

WHEREAS the Government of Canada (hereinafter referred to as "Canada") and the Government of Newfoundland and Labrador (hereinafter referred to as "the Province") have in the past entered into special cost-sharing arrangements for the provision of programs and services to certain members of communities in Labrador which had a significant proportion of native persons for which Canada has a special interest,

. WHEREAS Canada, through the Minister of Indian Affairs and Northern Development, retains a special interest in the social and economic development of Inuit and Indian People,

WHEREAS the Province recognizes a special interest for the social and economic development of Native people as citizens of the Province,

WHEREAS Canada and the Province recognize the need for a new agreement in respect to the provision and cost-sharing of social and economic development programs which recognizes their mutual interest and which encourages increased participation by Native people in the development, planning, and review of such programs as well as recognizing the role of the Province in respect to the delivery of programs and services.

WHEREAS the native members of the communities have expressed their desire for full and on-going participation in the planning, development, delivery and review of programs designed to assist them in achieving their cultural, social and economic goals,

AND WHEREAS the Governor in Council by Order in Council P.C. 7.C. 9.1-1.5.4. has authorized the Minister of Indian and Northern Affairs to enter into this Agreement on behalf of Canada.

AND WHEREAS the Lleutenant Governor in Council by Order in Council MC 1211-80 has authorized the Minister of Rural, Agricultural and Northern Development to enter into this Agreement on behalf of the Province,

NOW THEREFORE the parties, in consideration of these presents, covenant and agree as follows:

DEFINITION

- In this Agreement,
 - (a) "CO-ORDINATING COMMITTEE" means the Committee constituted pursuant to Paragraph 6;
 - (b) "COMMUNITY PLANS" means a general multi-year community program and service plan and a specific one year plan prepared by each of the respective Eligible Communities and covering the delivery of programs and services to the respective community under this Agreement.
 - (c) "DESIGNATED PROGRAM" means any one or all of the programs described in Schedule I and insofar as they are applicable to the Eligible Communities;
 - (d) "ELIGIBLE COMMUNITY" means any one or all of the communities of Davis Inlet, Northwest River (Southside) known as "Sheshatshit", Nain, Makkovik, Hopedale, Postville, and Rigolet;
 - (e) "EVALUATION PROCESS" means the process established pursuant to Part V for the review of the administration and operation of this Agreement, and of the operation of the Designated Programs;
 - (f) "EXPENDITURES" means any or all monies expended, by the Province and eligible for cost-sharing, for the administration, delivery and evaluation of Designated Programs and services in the Eligible Communities covered by this Agreement, excluding expenditures shared or eligible for cost-sharing under other Federal/Provincial shared-cost programs;
 - (g) "FEDERAL MINISTER" means the Minister of Indian Affairs and Northern Development;
 - (h) "FISCAL YEAR" means the financial year commencing on April 1st of each year and following through until expiry on the subsequent March 31st;
 - (i) "NATIVE ASSOCIATION" means any one or all of the Naskapi Montagnais Innu Association and the Labrador Inuit Association, and their successors, heirs and assigns;

- "PROVINCIAL MINISTER" means the Minister of Rural, Agricultural and Northern Development;
- (k) "REGIONAL COMMITTEE" means any one or all of the committees established pursuant to Paragraph 11.

APPLICATION OF AGREEMENT

- This Agreement shall apply only to the Designated Programs and the Eligible Communities.
- 3. (a) Nothing in this Agreement shall affect the operation of federal government departments other than the Department of Indian Affairs and Northern Development or provincial government programs and services, and other than the Designated Programs, in the Eligible Communities.
 - (b) Should proposals for registration of residents of the communities of Northwest River and Davis Inlet result in the creation of Indian Bands or registration, with or without the creation of bands of persons as Indians pursuant to the Indian Act in those communities, it is agreed that the parties hereto shall jointly consider any impact of such creation and/or registration on the content, operation, and obligations created under this Agreement.

PURPOSE OF AGREEMENT

4. The purpose of this Agreement is to provide for the delivery and cost-sharing of Designated Programs to Eligible Communities in and Native people of the Province of Newfoundland and Labrador.

OBJECTIVES OF AGREEMENT

- 5. The objectives of this Agreement are to:
 - (a) Make available to the Native people of Newfoundland and Labrador certain Designated Programs designed to assist and support them in achieving their cultural, social and economic goals;
 - (b) Fully involve Native people in the planning, development, delivery and review of such programs.

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- (c) Assist the Native people in the long-term economic development of their Communities;
- (d) Improve the standard of living of Native People of the Province; and
- (e) Enhance the socio-cultural development of the Native People of the Province and to enable them to pursue such socio-cultural developments within their normal and traditional communities as well as throughout the Pervince

PART II - COMMITTEE STRUCTURE

CO-ORDINATING COMMITTEE

- 6. (a) Within three months of the coming into force of this Agreement there shall be constituted a Co-ordinating Committee;
 - (b) The Co-ordinating Committee shall only consist of:
 - (i) Two (2) representatives of Canada appointed by the Federal Minister,
 - (ii) Two (2) representatives of the Province of Newfoundland and Labrador appointed by the Provincial Minister,
 - (iii) Two (2) representatives appointed by the Labrador Inuit Association, and
 - (iv) Two (2) representatives appointed by the Naskapi Montagnais Innu Association;
 - (c) Members so appointed may be removed and replaced by the person or body responsible for appointing them.
- 7. The Co-ordinating Committee may make such rules of procedure, consistent with this Agreement, as it considers desirable in respect to the performance of its duties.
- 8. (a) The Federal and Provincial Ministers may each designate as Co-Chairman for Canada and Co-Chairman for the Province, respectively, one member appointed by the respective Minister to the Co-ordinating Committee;
 - (b) The Province may also appoint a Permanent Secretary for the Co-ordinating Committee who shall not be considered a member thereof;
 - (c) The costs of the secretary to the Co-ordinating Committee shall be borne by the Province;

- (d) The salary and travel expenses of the Federal and Provincial members of the Co-ordinating Committee shall be respectively borne by the party appointing them;
- (e) The travel expenses of the representatives appointed pursuant to Paragraph 6 (b) (iii) & (iv), as members of the Co-ordinating Committee shall be a first priority for payments from monies allocated by the respective parties and budgeted, as determined by the appropriate Provincial Public Service travel expenditure standards, under this Agreement pursuant to Paragraphs 19 and 20, for the Native Travel Expenses element of the designated Northern Development Program as described in Schedule 1.
- (f) The Committee may meet as often, and in such places, as required by this Agreement and as deemed necessary by the Committee to enable it to most effectively discharge its duties.
- The Committee shall perform the duties and obligations assigned to it under this Agreement and shall have as objects:
 - (a) the development of recommendations and policies in respect to overall priorities for the provision of Designated Programs and services to the Eligible Communities;
 - (b) recommendations respecting the allocation of funds under this Agreement;
 - (c) the co-ordination of the evaluation and review of the administration and operation of this Agreement and of the operation of Designated Programs in the Eligible Communities;
 - (d) the encouragement of greater interaction between the Federal and Provincial governments and the Native people in respect to the provision of Designated Programs to Eligible Communities.
 - (e) the receipt, study, review and assessment of Community
 Plans recommended by the Eligible Communities;
 - (f) the review of recommendations to the Co-ordinating

 Committee in respect to the administration, operation,
 and delivery of Designated Programs in the Eligible Communities;
 - (g) the evaluation and review of the operation of Designated Programs in the Eligible Communities; and

(h) the study, review and assessment of any other matters related to this Agreement or its Implementation and referred to the Committee.

The Committee may constitute such administrative sub-committees as are necessary to assist it in the performance of its duties under this Agreement.

REGIONAL COMMITTEES

- 11. For purposes of this section,
 - (a) "Region 1" shall mean the region consisting of the eligible communities of Davis Inlet and Northwest River (Southside)/ Sheshatshit;
 - (b) "Region 2" shall mean the region consisting of the eligible communities of Nain, Makkovik, Hopedale, Postville, and Rigolet;
 - (c) "Applicable Native Association" shall mean in the case of Region 1, the Naskapi Montagnais Innu Association; and in the case of Region 2, the Labrador Inuit Association.
- 12. (a) There shall be constituted two Regional Committees to represent Regions 1 and 2 respectively;
 - (b) Members of each of the Committees shall be appointed as follows:

(i) For Region 1-

- The President, from time to time, of the applicable Native Association,
- The Vice-President, from time to time, of the applicable Native Association,
- One member appointed by the Provincial
 Minister, and
- Two members from each of the applicable Eligible Communities, one member which shall be appointed by the elected council of the applicable Eligible Community and one member which shall be appointed by the applicable Native Association;

(ii) For Region 2 -

- Two members appointed by the applicable Native Association,
- One member appointed by the Provincial Minister, and

Communication of the Communica

- Two members from each of the applicable Eligible Communities, one member which shall be appointed by the elected council of the applicable Eligible Community and one member which shall be appointed by the applicable Native Association;
- (c) The person or body making the appointment pursuant to this section may from time to time revoke that appointment and may from time to time, following such a revocation, make a new appointment.
- 13. All decisions of a Regional Committee shall require a simple majority of the members present and voting. In the event of an equal split in opinions the Chairman shall make a decision taking into consideration all appropriate factors.
- 14. (a) A Regional Committee may make rules of procedure, consistent with this Agreement, in respect of the performance of its duties;
 - (b) The costs of the operation of the Regional Committees and the travel expenses of the native members of the Committees shall be borne under this Agreement as a first priority for payment from monies allocated by the respective parties and budgeted pursuant to Paragraphs 18, 19 and 20, for the Native Travel Expenses element of the Designated Northern Development Program as described in Schedule 1;
 - (c) The salary and travel expenses of the Provincial government members shall be borne by the party appointing them.
- 15. (a) The Regional Committees shall perform the duties and obligations assigned to them under this Agreement and shall have as objects:
 - (i) the receipt, study, review and assessment of Community
 Plans prepared by the respective communities
 within the Region,
 - (ii) the preparation and review of submissions to the Co-ordinating Committee in respect to the administration, operation and delivery of Designated Programs in the Eligibie Communities,
 - (iii) the recommendation of the allocation of funds under this Agreement as between the Regions and the Eligible Communities,

- (iv) the participation in the evaluation and review of the operation of Designated Programs in the Eligible Communities within the Region; and
- (v) the study, review and assessment of any other matters related to this Agreement and its implementation and referred to them by the Co-ordinating Committee.
- (b) In the event of a failure or inability of a Regional Committee to perform such duty or duties, the Coordinating Committee may take appropriate action to perform or cause to be performed the duty or duties.

PART III - PROGRAM PLANNING, IMPLEMENTATION ADMINISTRATION AND DELIVERY OF PROGRAMS

- 16. (a) Subject to this Agreement, the administration, operation, and delivery of Designated Programs in the Eligible Communities shall continue to be the responsibility of the Province in accordance with criteria determined from time to time by the Co-ordinating Committee in accordance with Paragraphs 19 and 20.
 - (b) Subject to the overall responsibility of the Province as described in sub-paragraph (a) the administration, operation, and delivery of some or all of the Designated Programs may be undertaken by the Co-ordinating Committee subject to this Agreement and in accordance with criteria determined from time to time in accordance with Paragraphs 19 and 20.

SUBMISSIONS OF THE REGIONAL COMMITTEES

- 17. On or before 31 August each year, each Eligible Community shall submit to the applicable Regional Committee a Community Plan which shall contain the recommendations as to the administration, operation, and delivery of the Designated Programs in that community, including recommendations respecting:
 - (a) priorities for the implementation of the several program elements constituting the Designated Programs in the community;
 - (b) the manner of delivery and implementation of the several program elements constituting the Designated Programs in the community;
 - (c) such other matters in respect to the operation of the several program elements constituting the Designated Programs in the community as they deem advisable.

- 18. On or before 30 September, each year, each Regional Committee shall review all Community Plans subinitted to it and shall submit to the Co-ordinating Committee a Regional Plan which shall contain recommendations in respect to the administration, operation, and delivery of Designated Programs in the Region, including recommendations respecting:
 - (a) priorities to be accorded to the implementation of Designated Programs in the Eligible Communities in the Region;
 - (b) the delivery and implementation of Designated Programs in the Eligible Communities in the Region;
 - (c) such other matters in respect to the operation of Designated Programs in the Region as they deem advisable.

SUBMISSION OF THE CO-ORDINATING COMMITTEE

- 19. On or before 31 October each year the Co-ordinating Committee shall review all Regional Plans submitted to it pursuant to paragraph 18 and shall submit to the Province and Canada a report which shall contain recommendations respecting:
 - (a) the establishment of overall priorities in respect to the administration, operation, and delivery as between the Designated Programs and services for the Eligible Communities, but this shall not adjust recommendations made pursuant to Paragraph 18 as to the priorities proposed by the individual communities themselves for the several program elements constituting the Designated Programs;
 - (b) the allocation of funds to the Eligible Communities for Designated Programs;
 - (c) the delivery and implementation of the Designated Programs in the Eligible Communities:
 - (d) such other matters in respect to the operation of the Designated Programs in the Eligible Communities as It deems advisable.
- 20. In preparing the report pursuant to Paragraph 19 and in respect to its duties pursuant to Paragraph 9, the Committee shall, in recommending to the allocation of funds under this Agreement, consider the relative population levels of Native People in Eligible Communities and the total overall needs of the native peoples covered by this Agreement, and the cost sharing arrangements as determined pursuant to Part IV.

- 21. (a) On or before 31 January each year Canada and the Province shall meet with the Coordinating Committee to review and discuss the report specified in Paragraph 19;
 - (b) For greater clarity it is specified that pursuant to the report noted in Paragraph 19, the Province shall submit a report to the Co-ordinating Committee and Canada respecting the proposed allocation of funds and the administration, operation and delivery of the Designated Programs, in particular those Designated Programs whose administration, operation, and delivery is undertaken directly by the Province;
 - (c) For greater clarity it is specified that the report noted in Sub-Paragraph (b) above shall contain a report by the appropriate School Boards respecting the proposed allocation of funds pursuant to this Agreement for the Education Program.

CONSIDERATION BY THE PROVINCE

- 22. (a) The Province, through the Provincial departments responsible for administration, operation, and delivery of the designated programs, shall consider the report of the Co-ordinating Committee forthwith upon its submission.
 - (b) Where the Province is unable or fails to follow any of the recommendations contained in the report of the Co-ordinating Committee it shall, within the shortest possible time, so notify the Committee and provide written explanations for such failure or inability.

PART IV - FINANCIAL AND REPORTING

COST-SHARING ARRANGEMENTS

23. (a) Subject to Paragraph 24 and the following Sub-Paragraphs the costs (as certified by the Provincial Auditor or any independent auditor appointed by the Province for this purpose) of the administration, operation and delivery of the Designated Programs and services covered by this Agreement shall be shared by Canada and the Province on the following basis:

Canada 90% Province 10%

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(b) Subject to Sub-Paragraph (a), the financial contribution by Canada under this Agreement shall be for the provision of the Designated Programs to Native members of the Eligible Communities, and shall be determined on the percentage of Native residents in the Eligible Communities on the following basis:

In the Eligible Communities of Nain, Maldovik, Hopedale, Postville, and Rigolet the Province will bear, without cost-sharing, the first full one-third (1/3) of all expenditures to reflect the percentage of non-inuit residents in these communities;

ii) In the Eligible Communities of Davis Inlet and
Northwest River (Southside)/Sheshatshit there
shall be complete cost-sharing of all expenditures;

Subject to Sub-Paragraphs (a) and (b) Canada's share shall be applied, with regard to expenditures for regional facilities and institutions which serve predominently non-Native communities as well as Native communities, only to that part of the cost representing the proportion of enrolment and use which the Native people bear to the total enrolments and use of these institutions and facilities, as determined by actual enrolment counts.

- (d) No part of Canada's contribution under this Agreement shall be applied in respect to expenditures which the Province claims or is eligible to claim against Canada under any other Federal-Provincial agreement.
- 24. (a) Notwithstanding Paragraph 23 and any other provision of this Agreement, and subject to annual appropriations of Parliament, the maximum contribution by Canada under the Agreement in respect to the cost of the administration, operation, and delivery of the Designated Programs in the Eligible Communities for the total duration of this Agreement shall be as specified in Schedule 2.
 - (b) It is recognized by the parties that the amounts provided for in Schedule 2 include an amount attributable to the increased costs of operations from year to year.
 - (c) Financial contributions by the Province under this Agreement are subject to the annual appropriations of the House of Assembly.

(33% without was charing)

Corpute Cost

(c)

- 25. Canada's contribution to the cost of Designated Programs, as determined in accordance with Paragraphs 23 and 24, shall be payable on the first day of the 1st, 2nd, 3rd and 4th quarter of each fiscal year in the form of an advance payment to the Province, in an amount equal to its share of the costs of the Designated Programs for the following three months based on projected cash flow as determined by the Province.
- 26. Canada's contribution shall be payable on the following basis:
 - (a) All quarterly advance payments will be based upon cash flow statements for the ensuing quarter and will take into consideration all cash surplus arising in the previous period.
 - (b) No quarterly advance payment, subsequent to the first advance in the first fiscal year, will be made without an accounting for the previous quarter's advance payment;
 - (c) An accounting, pursuant to Sub-Paragraph (b) above for the previous quarter's advance payment, will take the form of a financial report from the Province specifying year to date expenditures and forecasted total annual expenditures, and shall contain a revised cash flow projection for any period remaining between the time covered by the available year to date expenditures data and the final day of the quarter being accounted;
 - (d) The period remaining between the available year to date expenditures data and the final day of the quarter being accounted, as referred to in Sub-Paragraph (c) above, shall not exceed one (1) month;
 - (e) The final advance payment of each fiscal year (i.e. the fourth quarter) shall be equal to the balance of the approved annual contribution outstanding for that fiscal year. In the event that the contributions is not all expended by the end of the fiscal year the balance will be applied to approved contributions in the following fiscal year. Any contribution carried forwarded shall be accounted for as soon as possible, but in no event later than six (6) months after the end of the previous year.
 - (f) The contribution by Canada in respect to the final month of the final fiscal year of the Agreement shall not be advanced or paid until such time as an interim audit report or final audit report for that fiscal year has been received by Canada.

- (g) In the event that factors exogerious to the participating parties and the designated communities cause the annual budget to be overexpended during a fiscal year, the Federal portions of the deficit will be funded through a supplementary estimate and substracted from the overall five-year contribution level. In no case will Canada's total contribution over the period of the agreement be exceeded.
- 27. Notwithstanding Paragraphs 25 and 26 above, at the end of the term of the agreement any discrepancy between the amounts paid by Canada by way of advance payments and the expenditures actually made by the Province and eligible for cost-sharing under this Agreement shall be promptly adjusted between Canada and the Province.
- 28. Canada will not be responsible for any deficit accruing to the Province or the Co-ordinating Committee as a result of expenditures incurred under this Agreement where such expenditures exceed the maximum contribution by Canada for the Agreement as set out in Schedule 2.

COMMUNITY REPORTS

29. Each Community shall prepare a certified yearly audit report on revenues and expenditures, and a financial report and a progress report to the Co-ordinating Committee on request and/or on at least a semi-annual basis, specifying, <u>inter alia</u>, year to date revenue and expenditures, forecasted total annual expenditures and revenues, progress to date and forecasted progress to year end respecting the administration, operation and delivery programs within the Community.

PROVINCIAL REPORTS

- 30. (a) The Province shall provide a certified yearly audit report on revenues and expenditures, and a financial report and a progress report to Canada on request, and in any event on a semi-annual basis, specifying, inter alia, year to date revenue and expenditures, forecasted total annual expenditures, and progress to date and forecasted progress to year end respecting the administ ation and operation of this Agreement and the administration, operation, and delivery of the Designated Programs;
 - (b) Copies of the report referred to In Sub-Paragraph (a) shall be distributed forthwith to Canada and the Co-ordinating Committee.

- 31. The Province shall have prepared by the 30th September of each year an annual certified audit report and financial statement on Designated Program expenditures within the Eligible Communities for the previous fiscal year, which reports shall contain inter alia:
 - a statement of revenues and expenditures as well
 as a comparison with the amounts contemplated
 in the budget, including any supplemental reallocations of the budget,
 - (ii) a list of any other transactions which may affect the assets and liabilities of the Parties,
 - (iii) a statement distinguishing revenues and expendltures in respect to each Designated Program in each of the Eligible Communities as they relate to the populations therein.
 - (iv) a statement as to whether the auditors have obtained all the information and explanations they required,
 - (v) a statement as to whether the financial statement is drawn up so as to present fairly the eligible financial transactions under the Agreement according to the information and the explanations given, and as shown by the relevant books of account, and
 - (vi) a statement as to whether the financial statements are consistent with the books of account, were prepared on a basis consistent with that of the previous fiscal year, and reflect fairly the revenues and expenditures of the Province in respect to transactions under the Agreement for the fiscal year concerned.
- 32. (a) The financial records and accounts shall be maintained by the Province in a form which permits identification of the operation of all aspects of the Designated Programs in the Eligible Communities.
 - (b) The reports referred to in Paragraphs 30 and 31 shall be provided to Canada in a form which permits an identification and comparison with the Classes of Contributions as specified in the Main Estimates for the Department of Indian Affairs and Northern Development, so as to facilitate the Department's reporting to the Public Accounts of Canada. The classes applicable are as set forth in Schedule 3.

- (c) The utilization of such classes shall not preclude the use of the listing in Schedule 1 for the purposes of Provincial administration or accounting.
- (d) The Province will maintain financial records in accordance with generally accepted accounting principles and practices, to ensure the adequacy, accuracy, completeness and timeliness of reports based upon these records and required by Paragraphs 26, 30 and 31.

INDEPENDENT AUDITS

33. Auditors may be appointed by Canada or the Province to review the financial records maintained by the Province and/or the Eligible Communities to ensure that the Agreement is being managed in accordance with the terms, that only allowable expenditures have been charged against the Agreement and that generally accepted accounting principles and practices have been consistently applied in the maintenance of financial records.

PART Y - EVALUATION AND REVIEW

TERMS OF REFERENCE

- 34. (a) On or before the expiry of twelve months from the date of coming into force of this Agreement, the Co-ordinating Committee shall, subject to Paragraph 36, establish terms of reference for, and the criteria to be employed in, an evaluation and review of the administration and implementation of this Agreement and the operation and delivery of the Designated Programs.
 - (b) In establishing the terms of reference above the Committee shall not undertake an evaluation or review of the internal administration of any Provincial department, nor any of its employees, except as it relates to the evaluation of the efficiency, effectiveness and economy of the designated Programs.
- 35. It shall be the responsibility of the Co-ordinating Committee, in discharging its duties pursuant to Paragraph 34, to:
 - (a) establish a Steering Committee whose membership shall consist of one member each appointed by the Federal Minister, the Provincial Minister, and each of the Native Associations;

- (b) mandate the Steering Committee with the responsibility to coordinate the conduct of the evaluation and review process;
- (c) review and decide upon, within two years of the coming into force of this Agreement, a detailed plan recommended by the Steering Committee for the conduct of the evaluation and review process in accordance with the terms of reference determined pursuant to Paragraph 35 hereof;
- (d) review and decide upon the firm, person, or group of consultants recommended by the Steering Committee to undertake any or all of the evaluation and review reports, ensuring that such a firm, person or group is jointly acceptable to Canada and the Province and to the Native Associations;
- (e) review and decide upon priorities recommended by the Steering Committee in respect to the evaluation and review of the Agreement and the several Designated Programs;
- (f) ensure that the firm, person or group undertaking the evaluation and review reports have consulted with and discussed their report(s) with the Communities and the Steering Committee prior to the preparation and final submission of their report(s) as specified in Paragraph 37(a), to the Co-ordinating Committee.
- 36. The evaluation and review process, respecting at least the Agreement and at least one of the Designated Programs, shall be completed no later than four years after the coming into force of this Agreement and prior to any extensions to the Agreement.
- 37. (a) The results of the evaluation and review process respecting the Agreement and the several Designated Programs shall, forthwith upon their completion, be documented by the firm, person or group in a written report which shall be made available to the Parties and the Co-ordinating Committee
 - (b) The evaluation and review report may be released to the public, interested persons, organizations, and other groups or individuals upon the approval of the parties and the Native Associations.

- 38. The costs of the evaluation and review process related to the operation of the Agreement, and the evaluation and review of the Designated Programs, shall be shared equally by Canada and the Province. The allocation of funds for this portion of the process will be determined by the Province and Canada subject to the appropriations of the House of Assembly and Parliament respectively, and will be additional to funding allocated under the Agreement as specified in Part IV and Schedule 2.
- 39. Canada, the Province and the Native Associations shall provide without prejudice, where such is not contrary to any applicable Federal or Provincial statute, such information as may be required in order to evaluate and review the Agreement and the Designated Programs.

PART VI - IMPLEMENTATION

CO-ORDINATION AND IMPLEMENTATION

- 40. The co-ordination, implementation and administration of this Agreement shall be the responsibility of the Provincial Minister on behalf of the Province and the Federal Minister on behalf of Canada.
- 41. Any notice or written communication required or permitted to be given pursuant to this Agreement may be given as set forth in Schedule 4.

AMENDMENTS

42. Amendments to this Agreement may be made upon consent of the Parties in consultation with the Native Associations.

SCHEDULES

43. All schedules to this Agreement shall be part thereof.

INTERPRETATION

- 44. In this Agreement:
 - (a) Words in the singular include the plural and words in the plural include the singular;
 - (b) Words Importing male persons include female persons and Corporations.

TERM OF AGREEMENT

45. (a) Subject to Sub-Paragraph (b), this Agreement shall continue in force for a period of 5 years from its coming into force at April 1, 1981.

- (b) The Co-ordinating Committee shall meet on or before 31 January each year pursuant to paragraph 21, to discuss the operation of the Agreement generally. At such meetings the Committee may decide, subject to paragraph 36, whether or not and, if so decided, under what conditions to recommend to the parties, the communities and the Native Associations the extension of the period of the Agreement beyond the five year period described in Sub-Paragraph (a) for further periods of one year.
- (c) In the event that the parties in consultation with the Communities and the Native Associations have not, prior to the expiry of three years from the coming into force of this Agreement, agreed to any extensions of the term of this Agreement in accordance with Sub-Paragraph (b), the parties in consultation with the communities and the Native Associations shall decide, prior to the expiry of four years from the coming into force of this Agreement, whether or not they wish to renegotiate this Agreement or any part thereof;
- (d) Where the parties agree to extend the term of the Agreement beyond the five years described in Sub-Paragraph
 (a), the provisions of Sub-Paragraphs (b) & (c) shall apply mutatis mutandis to such extended terms.

SENATE AND HOUSE OF COMMONS CLAUSE

46. No member of the Senate or the House of Commons of Canada shall be admitted to any share or part of this Agreement or to any benefit arising therefrom.

IN WITNESS WHEREOF the Honourable JOHN C. MUNRO, Minister of Indian Affairs and Nothern Development, has hereunto set his hand on behalf of Canada, and the Honourable JOSEPH GOUDIE, Minister of Rural, Agricultural and Northern Development has hereunto set his hand on behalf of the Province, on this 47 h day of July 1981.

WITNESSES TO THE AGREEMENT

Signed and approved on behalf of The Government of Canada represented herein by the Honourable Minister of Indian Affairs and Northern Development:

Thanks ME Intil

President of the Labrador Inuit Association

Signed on behalf of The Government of Newfoundland and Labrador represented herein by the Honourable Minister of Rural, Agricultural and Northern Development:

President of the Naskapi-Montagnais Innu Association

Approved on behalf of The Government of Newfoundland and Labrador represented herein by the Honourable Minister responsible for Intergovernmental Atlants

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DESIGNATED SERVICES AND PROGRAMS PURSUANT TO AN AGREEMENT RESPECTING THEIR DELIVERY TO ELIGIBLE NATIVE COMMUNITIES IN THE PROVINCE OF NEWFOUNDLAND

- 1. "COMMUNITY AND ECONOMIC DEVELOPMENT PROGRAM" means that portion of the program or programs established by the Province in respect to the social and economic development of communities; special services and financial support to enhance the social, cultural, and economic development of Native people including an entrepreneurial training program; including any program or programs which it may be agreed by the Parties be substituted therefor, applicable to the Eligible Communities;
- 2. "EDUCATION PROGRAM" means that portion of the program or programs established by the Province in respect to the operation and maintenance of special education programs for native people, such as Native Teacher Aids; grants toward the construction of education facilities; and the maintenance for students, including funding of post-secondary students' education expenses such as tuition fees, books, accommodations, transportation and living allowance; including any program or programs which it may be agreed by the Parties be substituted therefor, applicable to the Eligible Communities;
- X 3. "FISHERIES PROGRAM" means that portion of the program or programs established by the Province in respect to the provision of subsidies to fisheries operations.] and including any program or programs which it may be agreed by the Parties be substituted therefor, applicable to the Eligible Communities;
 - 4. "HOUSING PROGRAM" areas that portion of the program or programs established by the Province in respect to the construction and maintenance of houses for private owners, including any program or programs which it may be agreed by the Parties be substituted therefor, applicable to the Eligible Communities;
 - 5. "NORTHERN DEVELOPMENT PROGRAM" means that portion of the program elements or programs established by the Province and which are designed to provide a variety of special services and financial supportion the Eligible Communities in Labrador and includes the following elements: depot operation; capital expenditures on depot services; and including any program or programs which it may be agreed by the Parties be substituted therefor, applicable to the Eligible Communities.

FINANCIAL CONTRIBUTIONS

The maximum contribution by Canada and the Province in respect to the cost of administration, operation, and delivery of the Designated Programs in the Eligible Communities for the period of the Agreement shall be \$38,831,700 payable over five years. As a guide to financial planning by the parties, the contribution by Canada shall be \$29,135,100 and the contribution by the Province shall be \$9,696,600 over five years.

The following is the approved cash flow for the annual contribution by Canada under the Agreement:

Year 1981/82: \$4,843,900
Year 1982/83: \$5,336,100
Year 1983/84: \$5,827,900
Year 1984/85: \$6,317,900
Year 1985/86: \$6,809,300

The following is the approved cash flow for the annual contribution by the Province under the Agreement:

Year 1981/82: \$1,618,500
Year 1982/83: \$1,776,000
Year 1983/84: \$1,932,700
Year 1984/85: \$2,090,500
Year 1985/86: \$2,278,900

The following is the approved cash flow for the combined annual contribution by Canada and the Province:

Year 1981/82: \$6,462,400
Year 1982/83: \$7,112,100
Year 1983/84: \$7,760,600
Year 1984/85: \$8,408,400
Year 1985/86: \$9,088,200

PROVINCIAL REPORTS

AND

CLASSES OF CONTRIBUTIONS BY CANADA

Annual and semi-annual financial reports and progress reports provided to Canada by the Province, as set forth in the Agreement, shall permit an identification and comparison with the Classes of Contributions specified in the Main Estimates for the Department of Indian Affairs and Northern Development.

The classes applicable are:

- . "EDUCATION": contributions for educational services and facilities;
- "ECONOMIC AND EMPLOYMENT DEVELOPMENT": contributions for economic development and employment;
- "COMMUNITY INFRASTRUCTURE AND SERVICES": contributions to assist in the design, construction, maintenance and operation of community services, facilities and housing;
- "BAND GOVERNMENT": contributions for band administrative overhead costs and local development planning.

Canada may delete, amend, alter or substitute the above Classes of Contributions upon notice to the Province.

NOTICE

Any notice or written communication required or permitted to be given pursuant to this Agreement may be given as follows:

(a) to Canada:

Regional Director-General

Indian and Inuit Affairs Program

Atlantic Region P.O. Box 160

Amherst, Nova Scotia

B4H 3Z3

(b) to the Province:

Deputy Minister

Department of Rural, Agricultural

and Northern Development

Province of Newfoundland

Atlantic Place

Water Street

St. Johns, Newfoundland

A1C 5T7

(c) to the Co-ordinating Committee:

Secretary of the Co-ordinating Committee,

Canada-Newfoundland-Native Peoples of

Labrador Agreement

c/o Department of Rural, Agricultural

and Northern Development

Province of Newfoundland :

Atlantic Place, Water Street

St. Johns, Newfoundland

A1C 5T7

(d) to the Regional Development Committees:

Secretary

Regional Development Committee Region I

c/o Department of Rural, Agricultural

and Northern Development

P.O. Box 280

Happy Valley, Labrador

A0B 1E0

Secretary

Regional Development Committee Region 2

c/o Department of Rural, Agricultural

and Northern Development

P.O. Box 280

Happy Valley, Labrador

A0B 1E0

(e) to the Native Associations:

- (i) President,
 Naskapi Montagnais Innu Association,
 Northwest River, Labrador
 A0P 1M0
- (ii) President,
 Labrador Inuit Association,
 Nain, Labrador

Any of the parties as set forth may, at any time and from time to time, notify the others in writing as to a change of address and the new address to which notice shall be given to it thereafter until further changed.

APPENDIX D.

TERMS OF REFERENCE FOR EVALUATION ASSESSMENT

Terms of Reference

Canada Newfoundland Native Peoples of labrador Agreement Evaluation

Introduction

The Canada Newfoundland Native Peoples of Labrador Agreement, Appendix A, was signed on July 4, 1981. Within this Agreement, Part V describes the Evaluation and Review requirements.

Steering Committee

As required by Section 35, the Co-ordinating Committee has established an Evaluation Steering Committee that will provide general direction to the evaluation.

Evaluation Purpose

The purpose of this evaluation is twofold:

- to evaluate the administration and implementation of the
 Agreement for the period that it has been in operation; and,
- (2) to evaluate the Housing Program and the Northern Development Program.

Evaluation Methodology

Phase I

The evaluation will be done in two phases. The first phase will be an Evaluation Assessment as described in the Office of the Comptroller General publications <u>Principles for the Evaluation of Programs</u> and <u>Quide on the Evaluation of Programs</u>. The Evaluation Assessment will:

- (1) identify and investigate the feasibility of answering the issues of concern to the four parties involved with the Agreement;
- (2) develop evaluation options; and,
- (3) recommend an appropriate course of action.

While three separate reports are not required, the Evaluation Assessment should keep the evaluation of the Agreement, the Housing Program and the Northern Development Program sufficiently distinct to allow the second phase to proceed either concurrently or in a phased approach.

The report should provide cost estimates of the various options and be sufficiently comprehensive to allow tendering of the second phase. The time frame for Phase I will be two months from the date of award of the contract.

Phase II

Phase II will be an Evaluation done in accordance with the <u>Principles for</u> the <u>Evaluation of Programs</u> referred to above.

The exact nature of the Evaluation will be dependent on the findings of the first phase. As noted in the Action Plan, Appendix B, it is intended that the Evaluation proceed relatively quickly after the completion of the first phase.

APPENDIX E.

LIST OF ALL DOCUMENTS REVIEWED

List of Documents Examined

- 1. The Agreement
- 2. Minutes and attachments of 7 Co-ordinating Committee Meetings
- 3. Minutes and attachments of Zone Committee Meetings through January 1983
- 4. Policy Proposals of LIA
- 5. Policy Proposals of RAND and DIAND
- 6. 1981-82 Report by RAND to Co-ordinating Committee (un-audited)
- 7. 1982-83 and 1983-84 Budgets
- 8. Minutes of June 1982 Zone II Housing Conference
- 9. All Minutes of Meetings between the Federal and Provincial Governments back to January 1976

APPENDIX F.

LIST OF ALL COMMUNITIES VISITED AND
PEOPLE INTERVIEWED

LIST OF COMMUNITIES VISITED AND INDIVIDUALS CONTACTED

NAIN

Mr. William Andersen

Ms. Vicki Williams

Mrs. Fran Williams

Mr. Jim Lyall

Mr. August Andersen

Mr. Max Tiller

Ms. Pat Ryan

DAVIS INLET

Mr. John Poker

Mr. George Gregoire

Mr. William Katchinak

Mr. George Rich

Mr. William Rich

Mr. Proter Poker

Mr. Joachim Nui

Mr. Ettiene Pastuit

Mr. Sebastian Piwash

Mr. Edward Piwash

HOPEDALE

Mr. Garfield Flowers

Mr. Frank Sillett

Mr. Randy Sweetnam

POSTVILLE

Mrs. Karen Allen

Mrs. Silpa Edmunds

Mr. Merv Andersen

MAKKOVIK

Mr. Toby Anderson

Mr. Bill Edmunds

RIGOLET

Mr. Jack Shiwak

Ms. Charlotte Michelin

Mr. Richard Rich

Ms. Lorraine Allen

SHESHATSHIT

Mr. Ben Michel

Mr. Tony Jenkinson

Mr. Charlie Andrew

FEDERAL AND PROVINCIAL GOVERNMENTS, NATIVE ASSOCIATIONS AND OTHERS CONTACTED - INTERVIEWED

RAND - LABRADOR

Mr. John McGrath

Mr. Lawrence O'Brien

Mr. Bart Jack

Mr. Fred Andersen

Mr. Eric Flynn

RAND - ST. JOHN'S

Mr. Gerry O'Reilly

Mr. Harold Stone

DEPARTMENT OF EDUCATION

Mr. Lorne Wheeler

Dr. Boyce Fradsham

ADULT EDUCATION

Mr Tom Garland (Labrador)

MEMORIAL UNIVERSITY OF NEWFOUNDLAND - FACULTY OF EDUCATION

Dr. Brigitte Schloss

Dr. Wayne Ludlow

SCHOOL BOARDS

LEISB - Mr. Ron Sparkes

- Mr. Jack Waye

- Mr. Richard Gauntlett

- Mr. Mike Voisey

RC - Mr. Gerald Butler

PROVINCIAL DEPARTMENT OF FISHERIES

Mr. Brett Wareham

OTHERS - PROVINCIAL

Mr. Harvey Best

Mr. Max Tiller

LABRADOR INUIT ASSOCIATION

Mr. Veryan Haysom

FEDERAL DEPARTMENT OF INDIAN AND NORTHERN AFFAIRS

Mr. Gunther Abrahamson (Ottawa)

Ms. Laurel Clow (Ottawa)

Mr. Art Higgins (Atlantic Office)

Mr. Peter Fillipoff (Ottawa)