



Aboriginal Affairs and
Northern Development Canada

Affaires autochtones et
Développement du Nord Canada



Memorandum of Understanding

- AMONG:** The Participating First Nations of Nishnawbe Aski Nation as represented by the Grand Chief (“NAN”)
- AND:** Her Majesty the Queen in Right of Ontario, as represented by the Minister of Education (“Ontario”)
- AND:** Her Majesty the Queen in Right of Canada, as represented by the Minister of Aboriginal Affairs and Northern Development (“Canada”) (collectively “the Parties”)

WHEREAS the Treaty and Aboriginal Rights of First Nations people are recognized and affirmed in section 35 of the *Constitution Act, 1982*, and the Treaties are a fundamental part of the relationship between the First Nations of NAN, Canada and Ontario;

WHEREAS the Parties recognize the authority and autonomy of individual First Nations of NAN;

WHEREAS the First Nations of NAN believe the right to education is an inherent right granted by the Creator, reflects the original spirit and intent of the Treaties, and therefore supports the vision of “Indian Control of Indian Education” (1972);

WHEREAS the Parties recognize the value of access by NAN First Nation students to culturally supportive elementary and secondary education programs and services which will enable them to pursue further education or training and to become healthy productive members of their communities and Canadian society;

WHEREAS education is a life-long learning process that requires recognizing both the value of practical educational initiatives as well as the unique circumstances of the First Nations of NAN, which include but are not limited to language and culture;

WHEREAS the Parties have agreed to initially pursue their joint activities under the Education Partnerships Program as established by Aboriginal Affairs and Northern Development Canada;

WHEREAS the Parties have agreed to work collaboratively, collegially and as expeditiously as possible to support NAN students attending provincially funded and First Nations operated schools in reaching their full learning potential and in attaining achievement levels comparable to the general student population in Ontario.

THEREFORE THE PARTIES AGREE THAT:

1. This Memorandum of Understanding (MOU) is intended to establish a forum for the Parties to work collaboratively to help prepare NAN students with the self-confidence and educational opportunities required to be successful in reaching their educational goals.
2. The Parties will work together to address the following agreed upon priority areas to improve educational outcomes for NAN students in both NAN First Nations operated schools and provincial schools.
 - a) **Student Support Services.** Development and implementation of student safety and well-being measures, student transition and orientation programs, parent engagement initiatives, support mechanisms for students living away from home, student retention strategies, involvement in extra-curricular activities, and the development of a First Nation student anti-drug education program, and other student support services as may be agreed among the Parties.
 - b) **Curriculum.** Enhance the inclusion and integration of First Nation history, culture, perspectives and language within the provincial curriculum as appropriate, and support learning staff in meeting the holistic learning needs of First Nation students.
 - c) **Governance & Administration.** Review appropriate involvement of First Nations in provincial board governance and advisory bodies. Development of a sample Tuition Agreement. Explore organizational options for provision of second level services in First Nation operated schools. Development of mechanisms to improve communication between provincially funded schools and First Nation feeder schools.
 - d) **Human Resources.** Development of cross-cultural training and professional development modules for educators in the provincial education system. Explore options to increase the number of First Nation staff, including the participation of elders, in provincial schools. Explore mechanisms for joint professional development and exchange between personnel in the First Nation and Provincial education systems. Joint support for teacher training activities for teachers in the First Nation and provincial systems.
 - e) **Parental Participation.** Strategies to facilitate improved First Nation parental communication with, and involvement in, the provincially funded schools their children attend. Improve communication access for parents with students who attend school away from their home communities.
3. The above list of priorities is not intended to be exhaustive and additional areas may be added or adjusted in the future with the mutual agreement of the Parties.

IMPLEMENTATION:

4. The Parties will develop, and update annually, an implementation plan based on the agreed upon priority areas as set out in this MOU, to guide the activities of the Parties. It is recognized that the implementation plan may include the participation of other appropriate participants in the education system including district school boards, provincially funded schools, Tribal Councils and First Nations operated schools.

THE TRIPARTITE FORUM:

5. The Parties agree to establish this tripartite forum that will:
 - a) oversee the implementation of the commitments set out in this MOU including the prioritization of commitments and the updating of action plan(s), timelines, resource requirements and their source;
 - b) monitor, evaluate and report outcomes annually; and,
 - c) any other responsibilities as determined by the Parties.
6. The tripartite forum will meet quarterly, and on an as needed basis.
7. Membership on the tripartite forum shall be comprised of the following:
 - a) NAN;
 - b) Ontario Ministry of Education; and,
 - c) Aboriginal Affairs and Northern Development Canada.
8. At the request of one or more of the Parties, participation at the table may be expanded or modified as agreed upon by the Parties to include, when and as appropriate, representation from communities, education experts, district schools boards or others as may be deemed appropriate by the Parties to advance the work of the MOU.
9. The Parties representatives will meet quarterly to review progress and to report jointly to their respective leadership on progress and challenges in addressing the priority areas.

MONITORING:

10. The Parties agree that all results collected from studies undertaken to address any of the above priority areas within the context of this agreement will be shared amongst the Parties.
11. NAN will have the primary responsibility for monitoring, evaluating, and working with First Nations to meet requirements as set out in the joint implementation plan.
12. The Parties agree to consult further as required to develop a joint implementation plan which will identify specific actions to address to the extent reasonably possible, the areas set out in Section 2 above.

13. NAN will produce a draft annual progress report pursuant to the joint implementation plan, and the tripartite forum will review the draft and approve a final report that will be provided to the Parties.
14. This MOU is a statement of intent by the Parties and is not legally binding. It is not intended to define, create, recognize, deny or amend any of the rights of the Parties nor to require NAN, Ontario or Canada to act in a manner inconsistent with any applicable laws and regulations. This MOU is not intended to alter or amend any existing jurisdictional responsibilities with respect to First Nation education nor to impact in any way existing agreements that may be in place with respect to First Nation education.

SIGNED at Mattagami First Nation, Province of Ontario, as of the 9th day of April, 2013.

Signed on behalf of Her Majesty the Queen in Right of Canada, as represented by the Minister of Aboriginal Affairs and Northern Development

The Honourable Bernard Valcourt

Minister of Aboriginal Affairs and Northern Development

Signed on behalf of Her Majesty the Queen in Right of Ontario, as represented by the Minister of Education

The Honourable Liz Sandals

Minister of Education

Signed on behalf of the Participating First Nations of Nishnawbe Aski Nation

Grand Chief Harvey Yesno

Nishnawbe Aski Nation