

MEMORANDUM OF UNDERSTANDING ON EDUCATION PARTNERSHIP

Among:

The undersigned

YUKON FIRST NATIONS (YFNs);

CANADA;

AND

YUKON

being collectively the “Parties” to this Memorandum of Understanding (the “MOU”)

Intent

To establish a partnership in education that will result in the creation and implementation of a joint action plan, for the success of First Nations’ learners.

Purpose

Yukon First Nations, Canada and Yukon hold a common vision wherein Yukon First Nations’ students achieve or exceed the full educational outcomes, levels and successes, to the highest standard within Yukon and Canada.

WHEREAS:

Under the Yukon First Nations Self-Government Agreements, the Yukon First Nations with Self-Government Agreements have power to enact laws respecting education;

All elementary and secondary schools are operated by the Government of Yukon under the *Yukon Education Act*;

Students in the Yukon have the right to receive a free educational program appropriate to their needs in accordance with the provisions of the *Yukon Education Act*;

The goals and objectives of the Yukon education system include equality of opportunity and preparation of students for life and work in Yukon, Canada and the world;

The Yukon education curriculum must include the cultural and linguistic heritage of Yukon First Nations people; and,

The Parties desire participation of Yukon First Nations in the public education system based on a partnership where each Party will be guided in the partnership by their legal roles and responsibilities in respect of education in the Yukon.

THEREFORE:

The Parties agree to enter into this MOU.

1.0 General Provisions

- 1.1 This MOU is a statement of intent by the Parties and does not create any legal obligations on any of the Parties; it is not intended to define, create, recognize, deny or amend any of the rights of the Parties.
- 1.2 This MOU does not limit the ability of any self-governing First Nation to assume responsibility for education programs and services in accordance with section 17 of the Self-Government Agreement.

2.0 Principles

- 2.1 The Parties intend that the MOU and action plan developed under section 5.0 be interpreted and implemented in a manner that is consistent with the following principles;

The Parties agree to:

- 2.1.1 Work collaboratively and respectfully;
- 2.1.2 Recognize the diversity of Yukon First Nation peoples, communities, language, culture, traditions and spiritual practices and the need for culturally-appropriate education;
- 2.1.3 Recognize the importance of engagement and input of all Yukon Education stakeholders; and,
- 2.1.4 The Parties agree to be accountable and transparent.

3.0 Priorities for Action

- 3.1 The Parties agree to develop a long term strategic action plan for a First Nations life-long learning process, with priority on the K-12 systems, but also recognize all aspects of life-long learning including early childhood development, post-secondary, and adult education.

- 3.2 Yukon First Nations and Yukon, in consultation with Canada, agree to jointly develop an action plan (the “action plan”) and performance indicators that address common educational priorities, and will be reviewed on an annual basis to determine effectiveness.

4.0 Establishment of Working Group and Action Plan

- 4.1 Yukon and Yukon First Nations shall establish a working group consisting of a representative of each Party, who will be responsible for creating, monitoring and implementing the action plan. By agreement of Yukon and Yukon First Nations, Canada may attend.
- 4.2 The Parties intend that the Council of Yukon First Nations will be responsible for coordinating all meetings; any Party may submit agenda items for discussion.

5.0 Accountability and Performance Measurement Action Plan

- 5.1 The Parties agree to improve accountability and efficiency of the action plan through the development of performance indicators which will be reviewed on an annual basis.

6.0 Resources

- 6.1 All Parties agree to work together to ensure the effective and efficient use of available resources and existing funding and to secure additional strategic funding from governments, if available, or from the private sector or non-profit sectors.

7.0 Effective Date and Term

- 7.1 This MOU will take effect upon execution and, subject to 7.2, will remain in effect until terminated in writing by any Party upon 30 days notice.
- 7.2 This MOU will remain in effect provided that at least four Yukon First Nations remain as signatories to the MOU. In the event that less than four Yukon First Nations remain as signatories for a period of longer than 30 days, then this MOU is deemed to be terminated by all Parties.
- 7.3 Other Yukon First Nations may join as signatories or opt out by notice in writing as the case may be.

8.0 Counterpart

- 8.1 This MOU may be signed in counterpart.

EDUCATION PARTNERSHIP MOU SIGNING PAGE

Signed on,

Khà Shâde Héni, Carcross/Tagish First Nation

___ day of _____, 20

Chief, Champagne and Aishihik First Nations

___ day of _____, 20

Chief, Kluane First Nation

___ day of _____, 20

Chief, Kwanlin Dun First Nation

___ day of _____, 20

Chief, Liard First Nation

___ day of _____, 20

Chief, Little Salmon/Carmacks First Nation

___ day of _____, 20

Chief, First Nation of Nacho Nyak Dun

___ day of _____, 20

Chief, Ross River Dena Council

___ day of _____, 20

Chief, Selkirk First Nation

___ day of _____, 20

Chief, Ta'an Kwach'an Council

___ day of _____, 20

Chief, Teslin Tlingit Council

___ day of _____, 20

Chief, Tr'ondek Hw'ich'in

___ day of _____, 20

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Signed on,

Chief, Vuntut Gwitchin First Nation

___ day of _____, 20

Chief, White River First Nation

___ day of _____, 20

Minister of Education, Yukon Government

___ day of _____, 20

Minister of Indian Affairs and Northern Development
Government of Canada

___ day of _____, 20

