

**MEMORANDUM OF UNDERSTANDING FOR
TREATY EDUCATION IN PRINCE EDWARD ISLAND**

Between

THE EPEKWITK ASSEMBLY OF COUNCILS

As represented by the Mi'kmaq Chiefs of Prince Edward Island

AND

HER MAJESTY THE QUEEN IN RIGHT OF PRINCE EDWARD ISLAND
("Province")

As represented by the Premier and Minister responsible for
Indigenous Relations

collectively referred to as "The Parties"

This Memorandum of Understanding (MOU) sets out the terms and understanding between the
Parties concerning a Treaty Education partnership in Prince Edward Island

1. Background

Treaties were signed between the ancestors of the Epekwitnewaq Mi'kmaq (the Prince Edward Island Mi'kmaq) and the British Crown, which recognized rights and responsibilities of the signatories.

Section 35 of the *Constitution Act, 1982* recognizes and affirms existing Aboriginal and Treaty Rights in Canada.

Treaty Education creates an opportunity for all Prince Edward Islanders to learn about our shared history.

The *Truth and Reconciliation Commission of Canada Final Report* (2015) called upon the federal government to develop culturally appropriate curricula and to respect and honour the Treaty relations, and in referencing the many conflicts faced by Aboriginal peoples found, "Too many Canadians know little or nothing about the deep historical roots of these conflicts. This lack of historical knowledge has serious consequences for First Nations, Inuit, and Métis peoples, and for Canada as a whole. In government circles, it makes for poor public policy decisions. In the public realm, it reinforces racist attitudes and fuels civic distrust between Aboriginal peoples and other Canadians. Too many Canadians still do not know the history of Aboriginal peoples' contributions to Canada or understand that by virtue of the historical and modern Treaties negotiated by our government, we are all Treaty people. History plays an important role in reconciliation; to build for the future, Canadians must look to, and learn from, the past."

Reconciliation is process by which the Crown is to reconcile historic wrongs and seeks to reconcile and balance Aboriginal rights and interests with non-Aboriginal interests.

The Parties respect the jurisdiction and autonomy of their respective education systems.

The *Mi'kmaq-Prince Edward Island-Canada Framework Agreement* (2019) recognizes that: "the parties may have differing views with respect to the legal status and effect of specific Mi'kmaq Treaties and the existence, scope, extent and beneficiaries of Mi'kmaq rights and title...".

The Parties agree that this MOU is without prejudice to their positions on any future or ongoing negotiations associated with Mi'kmaq rights.

2. Definitions

Treaty Education - Refers to education and awareness efforts in Prince Edward Island to foster a greater understanding of Aboriginal and treaty rights of the Mi'kmaq; the history of the Peace and Friendship Treaties; and the implications of these treaties for the shared rights, responsibilities and ongoing relationship between the Mi'kmaq and all Islanders. It is a vehicle to begin the long-term journey, over generations, toward reconciliation.

Treaty Education Lead - This position is appointed by the Epekwitk Assembly of Councils and co-chairs the TEIC and leads and coordinates the implementation of this MOU and Work Plan. The position will be based out of L'nuey, the Epekwitk Assembly of Councils' Mi'kmaq Rights organization, and will maintain a balanced view and is accountable to the Parties.

Treaty Education Implementation Committee (TEIC) - This committee provides oversight, advice, and support of the implementation of this MOU and associated Work Plan.

Treaty Relationship- means the ongoing relationship of peace and friendship in Mi'kmaq territory as expressed in the Peace and Friendship Treaties and the implications of the shared responsibilities and obligations between the Mi'kmaq and all Prince Edward Islanders flowing from those treaties.

Work Plan- means the annual work plan to be developed between the Parties, setting out activities, objectives, goals, contributions, deliverables, and reporting requirements to achieve the objectives outlined in section 3 of this MOU.

3. Purpose

The intent of Treaty Education is the development and implementation of a greater understanding of the inherent Aboriginal rights of the Mi'kmaq, and the Peace and Friendship Treaties as historical and living agreements with ongoing rights, reciprocal responsibilities, and implications.

Through this MOU, the Parties will work together in partnership to develop and implement Treaty Education programs and services to achieve shared priorities and objectives for the education system, provincial civil service, and all Islanders.

The Parties agree to work in partnership for the purpose of advancing, supporting, and promoting Treaty Education in Prince Edward Island, and to this end have agreed to work toward the following objectives:

- Cooperatively develop foundational Treaty Education content for the Treaty Education programs and services based on agreed upon historical facts, research, and evidence;
- Advance the understanding of the Parties, and all Islanders, with respect to the Aboriginal and treaty rights of the Mi'kmaq and the Peace and Friendship Treaties both in their historical context and in their modern context;
- Support Mi'kmaq schools and provincial school authorities to increase knowledge, develop resources and curriculum material, and increase awareness for all Prince Edward Island students and teachers at all grades;
- Increase Treaty Education awareness and understanding in the provincial civil service, and for all Islanders through public education

4. Roles and Responsibilities

The TEIC, as represented through L'nuey, and the Prince Edward Island Indigenous Relations Secretariat, the Public Service Commission, and the Prince Edward Island Department of Education and Lifelong Learning, will provide leadership, support, guidance, and advice on Treaty Education on behalf of their respective governments by providing representatives to sit on the TEIC.

The TEIC will be governed by consensus.

Within 12 months of signing this MOU, the Parties will execute Terms of Reference for the TEIC and will develop and finalize a Work Plan setting out the objectives, deliverables, and reporting requirements of the TEIC and the education program.

From time to time and as required, other subject matter experts and resources may be invited to participate on the TEIC as deemed necessary by the TEIC collectively.

The TEIC will be co-chaired by the Treaty Education Lead and a representative of the Prince Edward Island Indigenous Relations Secretariat.

The TEIC shall meet at least quarterly and at such additional times when deemed necessary by its members. Meetings require a quorum of one representative from each party.

L'nuey will administer any funding associated with the Treaty Education Lead, provide administrative support in implementing this MOU and associated Work Plan, and provide annual program and financial reporting to the TEIC members on a basis set out in the Work Plan.

L'nuey, the Prince Edward Island Indigenous Relations Secretariat, the Public Service Commission, and the Prince Edward Island Department of Education and Lifelong Learning shall each have a representative on the TEIC and provide support in implementing this MOU and associated Work Plan.

The Parties agree to the following joint roles and responsibilities:

- Provide strategic advice, guidance, and monitor the progress of this MOU and the Work Plan.
- Support co-ordination and continuous dialogue between the Parties.
- Be accountable to the TEIC by operating on a consensus basis, being responsible for the coordination and implementation of the education program and working in the spirit of collaboration.

The Parties commit to engage in regular strategic planning, project and event implementation, and annual reporting as required.

5. Cost Sharing

The Parties will share costs associated with the implementation of this MOU, which will be agreed upon by the Parties as part of the associated Work Plan. Costs associated with this work and the subsequent education program will be supported by business and project planning, pre-approved and subject to all processes and policies specific to organizational funding e.g., Treasury Board Guidelines.

6. Evaluation and Review

To implement this MOU, the Parties will engage in ongoing communication, such as conference calls, meetings, and attendance at key activities through their respective officials. The specific mechanisms through which this collaboration will be developed and implemented are to be defined by both Parties.

The Parties shall review progress on the goals of Treaty Education at least twice per year at a senior officials' TEIC meeting.

7. Term and Termination

This MOU will come into force on the day of signing by the Parties.

Within three (3) years of this MOU coming into force, the Parties aim to negotiate an Agreement regarding details of deliverables and respective contributions for Treaty Education.

This MOU will expire five (5) years after it comes into force, or upon the execution of an Agreement between the Parties setting out Treaty Education.

This MOU may be terminated by either Party upon 90 days written notice of termination provided to the other Party.

The Parties may amend or renew this MOU by mutual consent and in writing.

8. Privacy

The Parties acknowledge that the Province is subject to the Prince Edward Island *Freedom of Information and Protection of Privacy Act* (the "Act") and that the obligations of the Province under the Act supersede any provisions of this MOU.

No Party shall disclose any confidential information obtained from the other Party, without the written consent of the other, to any third parties, except as required by law or by regulatory authorities.

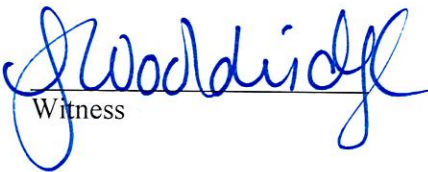
9. Non-Binding at Law

This MOU does not create legally binding obligations between the Parties. Nothing in this MOU shall be construed so as to abrogate or derogate from, otherwise create, or define content of any Aboriginal or treaty rights of any Aboriginal people.


The Parties agree that this MOU is without prejudice to their positions on any future or ongoing negotiations or future litigation associated with Mi'kmaq rights.

The Parties have signed this MOU on the day and year last below written.

SIGNED in the presence of:



Witness

HER MAJESTY THE QUEEN in right of
the Province of Prince Edward Island


The Honourable Dennis King
Premier and Minister of Indigenous Relations

Date: Nov 2/22

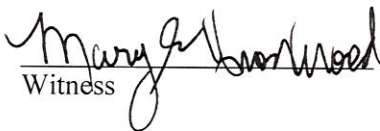
SIGNED in the presence of:

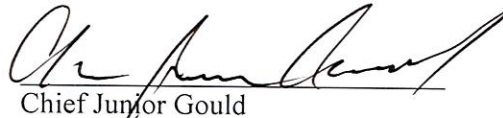

Witness

The Epekwitk Assembly of Councils


Chief Darlene Bernard

Date: Nov 2/22


Witness


Chief Junior Gould

Date: Nov 2/22