

MASTER EDUCATION AGREEMENT

THIS MEMORANDUM OF UNDERSTANDING dated the _____ day of _____, 2008

BETWEEN:

HER MAJESTY THE QUEEN in Right of the Province of Nova Scotia, as represented by the Minister of Education (hereinafter referred to as “the Province”)

OF THE FIRST PART

-and-

MI’KMAW KINA’MATNEWY

OF THE SECOND PART

WHEREAS there are public school age residents of the Mi’kmaw Kina’matnewey communities, for whom the constituent First Nations receive funding for education from Indian and Northern Affairs Canada, and who wish to attend public schools administered by Nova Scotia school boards, and the Mi’kmaw Kina’matnewey, on behalf of the aforesaid First Nations, is prepared to pay fees for the delivery of education programs and services in respect of those students;

AND WHEREAS the Mi’kmaw Kina’matnewey has the jurisdiction and responsibility for the education of residents of their communities and provides education program and services to the public school age residents either through the operation of Mi’kmaw Kina’matnewey schools or through the Nova Scotia public school system;

AND WHEREAS the Mi’kmaw Kina’matnewey and the Province wish to enter into an agreement about the provision of educational programs and services and the tuition fees for such programs and services;

AND WHEREAS the Mi’kmaw Kina’matnewey and the Province wish to raise the educational attainment of the Mi’kmaq students to levels comparable to that of the general Nova Scotia student population;

AND WHEREAS the Mi’kmaw Kina’matnewey and the Province wish to develop processes that will improve the reporting of Mi’kmaq student outcomes;

AND WHEREAS the Mi’kmaw Kina’matnewey and the Province wish to increase the knowledge and understanding of First Nations culture, language, and history;

AND WHEREAS the Mi'kmaw Kina'matnewey and the Province wish to provide opportunities for First Nations to participate in the decisions affecting Mi'kmaq students;

AND WHEREAS the Mi'kmaw Kina'matnewey and the Province wish to work together during the life of this agreement to ensure its successful implementation;

AND WHEREAS the Mi'kmaw Kina'matnewey and the Province acknowledge that this Memorandum of Understanding is not intended to prejudice the Aboriginal or Treaty Rights of the Mi'kmaq of Nova Scotia or lessen the duties and responsibilities of school boards under the *Education Act*;

THEREFORE, the parties agree as follows:

1.0 DEFINITIONS

- 1.1 (a) In this Memorandum of Understanding, terms that are defined terms in the *Education Act* and the *Mi'kmaq Education Act* (Nova Scotia), and the regulations made thereunder, shall have the same meaning as their defined meanings.
- (b) Without limiting the generality of article 1.1(a), the defined terms include: "Mi'kmaq", "parent", "public school", "school board", "community" and "reserve".
- 1.2 In this Memorandum of Understanding,
- (a) **"Enhanced Services" means any additional services and programs as agreed to by the parties to support educational outcomes.**
- (b) "FDDIP Index" means the Final Domestic Demand Implicit Price Index tracked by Statistics Canada on a quarterly basis.
- (c) "FOIPOP Act" means the *Freedom of Information and Protection of Privacy Act*.
- (d) "Member Student" means a public school age student
- (i) who is a member of a Mi'kmaw Kina'matnewey community;
 - (ii) who resides on their reserve; and
 - (iii) for whom funding has been approved by the Mi'kmaw Kina'matnewey for their attendance at a public school under the terms of this Agreement;
- (f) "Mi'kmaq Student" means a public school age student of Mi'kmaq heritage, other than a Member Student, including without limiting the generality thereof, members of Nova Scotia First Nations that are not Mi'kmaw Kina'matnewey communities;

- (g) “Mi’kmaq Parent” means a parent of a Member Student or a Mi’kmaq Student;
- (h) “PIIDP Act” means the *Personal Information International Disclosure Protection Act*.
- (i) “public school age” means the limiting age for public school as determined **by the *Education Act* and the regulations made thereunder.**
- (j) “public school program” means the public school program that may be prescribed, from time to time, by the Minister of Education;
- (k) “school academic year” means the period of time determined pursuant to subsection 71(1) of the *Education Act*.

2.0 OBLIGATIONS OF THE PROVINCE

- 2.1 It is the intention of the Province to provide for the delivery of quality educational programs and services that are accessible and responsive to the needs of Member Students and Mi’kmaq Students attending at public schools and to partner with the Mi’kmaw Kina’matnewey to systematically increase the academic achievement of those students to a level comparable to the general student population and to community expectations.
- 2.2 The Province will encourage and support school boards in the development of policies and procedures that are inclusive of Mi’kmaq Parents and their public school children;
- 2.3 The Province is committed to providing a bias free education to all students attending public schools.
- 2.4 The Province will monitor and report to the Mi’kmaw Kina’matnewey on the progress of Members Students and Mi’kmaq Students relative to the general school population.
- 2.5 The Province will coordinate any funding for Enhanced Services in conjunction with other education partners to:
 - (a) increase the achievement of all Member Students and Mi’kmaq Students;
 - (b) increase the number of Member Students and Mi’kmaq Students successfully completing grade twelve;
 - (c) enhance Member Students’ and Mi’kmaq Students’ understanding of their heritage, sense of belonging, and personal belief that they can be successful;
 - (d) ensure that all students in public schools have a knowledge, understanding, and appreciation of the Mi’kmaq language and culture of all Aboriginal groups.

3.0 OBLIGATIONS OF THE MI'KMAW KINA'MATNEWY

- 3.1 It is the intention of the Mi'kmaw Kina'matnewey to pay fair funding to the Province for the cost of Member Students to attend public schools in Nova Scotia while insisting on a quality education program that meets the needs of Member Students and recognizes and celebrates the culture, language and history of the Mi'kmaq of Nova Scotia.
- 3.2 The Mi'kmaw Kina'matnewey will, in a timely manner, provide advice to the Province on the cultural appropriateness of materials used in the public school program.
- 3.3 The Mi'kmaw Kina'matnewey shall pay to the Province the costs referred to in Article 4.0 of this Memorandum of Understanding.
- 3.4 The Mi'kmaw Kina'matnewey will develop of list of resources and share it as well as other educational materials and information with the Province and the public schools being attended by Member Students and Mi'kmaq Students.
- 3.7 The Mi'kmaw Kina'matnewey will identify First Nation contacts to each public school being attended by Member Students and Mi'kmaq Students.
- 3.8 The Mi'kmaw Kina'matnewey will provide the Province with a list of resource people having expertise in Mi'kmaq culture, education and governance who can be used as resource people in public schools.
- 3.9 The Mi'kmaw Kina'matnewey will support and enhance school readiness and preparedness programs.
- 3.10 The Mi'kmaw Kina'matnewey will support the Mi'kmaw Kina'matnewey communities in their efforts to enhance capacity development for and governance in education on reserve.
- 3.11 The Mi'kmaw Kina'matnewey will be solely responsible for any discussions or funding requests to the Province or Indian Affairs and Northern Development in relation to Enhanced Services and Aboriginal language programs.

4.0 JOINT OBLIGATIONS

- 4.1 The Province and the Mi'kmaw Kina'matnewey will collaborate:
 - (a) to identify and develop learning resources to be integrated into the public school program for the purpose of promoting an understanding of and appreciation for the history, culture and the language of the Mi'kmaq of Nova Scotia.

- (b) to develop culturally appropriate programs and learning resources designed to meet the needs of Member Students and Mi'kmaq Students attending at public schools.
- (c) to develop Mi'kmaq language program components for use in the public school program; and
- (d) to identify, develop and support the use of programs that aim to provide Mi'kmaq Parents with opportunities to become meaningfully involved in and to foster the importance of education for their school age children attending at public schools.

5.0 FUNDING OF PUBLIC SCHOOL EDUCATION

- 5.1 The Mi'kmaw Kina'matnewey shall, in respect of each Member Student attending **at a public school, pay to the Province:**
- (a) for the 2007-08 school academic year, the tuition fee of six thousand and one hundred dollars (\$6,100.00);
 - (b) for the school academic years 2008-09 and 2009-10, the tuition fee referred to in paragraph (a) plus an additional amount reflecting the increase for inflation for each of those years using the FDDIP Index; and
 - (d) for the school academic years 2009-10, 2010-11 and 2011-12 the tuition fee reflecting the actual cost of providing education to public school students based on the formula set out in Schedule "A".
- 5.2 For the purposes of Article 5.1, the Province shall enumerate or cause to be enumerated the Member Students attending at public schools on September 30 and on February 28 of each school academic year.
- 5.3 The Province shall provide to the Mi'kmaw Kina'matnewey the enumeration information referred to in Article 5.2
- 5.4 The Mi'kaw Kina'matnewey shall pay to the Province any other costs not specified in Article 5.1 that may be agreed to by them, including the costs of Enhanced Services.
- 5.5 Nothing in this agreement is intended to limit the ability of the Mi'kmaw Kina'matnewey to contract with school boards for other services not referred to in this Agreement.

6.0 SCHEDULE OF PAYMENTS

6.1 The Mi'kmaw Kina'matnewey shall pay to the Province the costs referred to in Article 4.1 in accordance with the following schedule:

- (a) with respect to tuition fees calculated based on the September 30th enumeration,
 - (i) the first installment of 50% of the tuition fees, on or before October 31; and
 - (ii) the final installment of 50% of the tuition fees, on or before December 31; and
- (b) with respect to tuition fees calculated based on the February 28th enumeration,
 - (i) the first installment of 40% of the tuition fees, on or before March 31; and
 - (ii) the final installment of 60% of the tuition fees, on or before April 30.

6.2 The Mi'kmaw Kina'matnewey shall pay to the Province any other amounts agreed to by the Parties under Article 4.4 in accordance with the terms of invoices made by the Province.

6.3 All overdue amounts payable by the Mi'kmaw Kina'matnewey shall be subject to simple interest at the prime rate in effect at the Bank of Canada during the overdue period. Any overpayments by the Mi'kmaw Kina'matnewey will be reimbursed by the Province at the same terms and conditions as overdue interest.

6.4 The Province shall provide to the Mi'kmaw Kina'matnewey a copy of the audited financial statement from the previous school academic year within thirty (30) days of its receipt by the Province, and the Province will review with the Mi'kmaw Kina'matnewey the information contained therein.

7.0 PROJECTED ENROLLMENT TO FACILITATE PLANNING

7.1 By no later than May 15 of any school academic year during the term of this Memorandum of Understanding, the Mi'kmaw Kina'matnewey shall prepare as accurately as possible and provide to the Province a report of:

- (a) the names and number of Member Students who intend to enroll at a public school on or before September 30th in respect of the following school academic year; and
- (b) the public school where each Member Student referred to in paragraph (a) intends to enroll.

- 7.2 The Mi'kmaw Kina'matnewey acknowledges and affirms that the Province is not obliged to require school boards and school boards are not obliged to accept the enrollment, at a public school referred to in paragraph 6.1(b), of more than twenty per cent (20%) of the projected enrollment numbers of Member Students referred to in article 7.1.
- 7.3 Despite Article 7.2 and but subject always to the availability of staff and space at a public school, the Province will use its best efforts to facilitate the enrollment and placement by September 30 of any Member Students whose number exceeds the projected enrollment referred to in Article 7.1.
- 7.4 In accepting the enrollment of Member Students at a public school, the Province will assume responsibility for the provision of an education program for those Members Students for the balance of the school academic year.

8.0 ENROLLMENT AND TRANSFER

- 8.1 The Mi'kmaw Kina'matnewey will use its best efforts to ensure that the Member Students referred to in Article 7.0 enroll in public schools by no later than September 30, for full-year or first-semester programs, or February 28 for second-semester programs in respect of a school academic year.
- 8.2 Subject always to the availability of staff and space at a public school, the Province will accept or will require school boards to accept the enrollment of Member Students in a public school after September 30 in accordance with the policies of the school board and the public school pertaining to all students.
- 8.3 The Mi'kmaw Kina'matnewey acknowledges and affirm that after September 30 for full-year or first- semester programs or February 28 for second- semester programs in respect of a school academic year, a Member Student may not transfer into or out of a public school unless the Education Coordinator from the Mi'kmaw Kina'matnewey community and the Director of Education of a school board agree that it is in the best interests of the child and the public school for the transfer to take place, and all appropriate adjustment and reconciliation of the costs for.

9.0 PROVINCIAL JOINT PLANNING COMMITTEE

- 9.1 The Province and the Mi'kmaw Kina'matnewey each acknowledge and affirm that it is essential that they work together in a spirit of cooperation and that they maintain an open and ongoing dialogue.
- 9.2 In order to accomplish the goals referred to in Article 9.1, the Province and the Mi'kmaw Kina'matnewey will establish a Provincial Joint Planning Committee within thirty (30) days of the signature of this Agreement.

- 9.3 The mandate and constitution of the Provincial Joint Planning Committee is outlined in Schedule "B".

10.0 REPORTING

- 10.1 The Province will provide to the Mi'kmaw Kina'matnewey the reports referred to in Schedule "C".

11. TRANSPORTATION OF MEMBER STUDENTS

- 11.1 The Mi'kmaw Kina'matnewey acknowledges and affirms that the Province and the school boards are not liable or responsible for the transportation of Member Students to and from public schools.
- 11.2 The Mi'kmaw Kina'matnewey shall make any necessary arrangements for and pay for the costs associated with the transportation of Members Students to and from public schools.

12.0 CONFIDENTIALITY AND PROTECTION OF PRIVACY

- 12.1 The Mi'kmaw Kina'matnewey acknowledges that the Province is subject to the FOIPOP Act and the PIIDP Act and that it must comply with its statutory obligations with respect to personal information.
- 12.2 The Mi'kmaw Kina'matnewey shall comply with all security and privacy procedures and policies of the Province at the direction of the Province.

13.0 ARBITRATION OF DISPUTES

- 13.1 Without limiting the rights of the parties under this Agreement, either party may provide written notice to the other regarding a dispute about the meaning, interpretation or application of this Agreement.
- 13.2 The written notice referred to in Article 13.1 shall include sufficient documentation of all of the specifics and facts regarding the dispute.
- 13.3 The parties agree to use their best efforts to resolve a dispute referred to in Article 13.1 within fifteen (15) business days of the service of the notice.
- 13.4 Where the parties fail to resolve a dispute pursuant to Article 13.3, the parties agree to develop a formal process of dispute resolution.

14.0 DURATION OF MEMORANDUM OF UNDERSTANDING

- 14.1 This Memorandum of Understanding will commence August 1, 2007, and continue in force until July 31, 2012.
- 14.2 This Memorandum of Understanding may be terminated by either party upon written notice by March 31 of any school academic year to take effect on August 1 in any subsequent school academic year.
- 14.3 The parties agree to commence negotiations of a new Memorandum of Understanding by September 1, 2011.

15.0 AMENDMENTS OF THE MEMORANDUM OF UNDERSTANDING

- 15.1 This Memorandum of Understanding may be amended at any time by mutual consent of the parties.
- 15.2 Any amendment to this Memorandum of Understanding must be in writing and signed by all parties to the agreement.
- 15.3 The parties agree that amendments will be discussed at the Provincial Joint Planning Committee and all parties will make their best efforts to make any amendment to this Memorandum of Understanding prior to March 1 preceding the school academic year in which the amendments are to take effect.

16.0 NOTICES

- 16.1 Any requests or notices to be made or sent under this Memorandum of Understanding shall be deemed to be sufficiently given or sent to the other party by registered mail to the following address:

Mi'kmaw Kina'matnewey
47 Maillard Street
Sydney, Nova Scotia
B1S 2P5

Nova Scotia Department of Education
Box 578
Halifax Nova Scotia
B3J 2S9

17.0 AGREEMENT BINDING ON ALL PARTIES

- 17.1 This Memorandum of Understanding will be binding on the parties, their heirs, executors, assigns and successors in office.

18.0 ASSIGNMENT

18.1 This Memorandum of Understanding may not be assigned by either party without the prior written consent of the other party.

19.0 HEADINGS

19.1 The headings used in this Memorandum of Understanding are for the convenience of reference only and shall not affect the interpretation or construction of this agreement.

20.0 AUTHORITY

20.1 The signatories to this Memorandum of Understanding personally warrant that they have the full power and authority to enter into this agreement on behalf of their respective principals and that the persons signing this agreement on behalf of each of them has been properly authorized and empowered. Each party further acknowledges that it has read the agreement, understands it and agrees to be bound by it.

21.0 PARTIAL INVALIDITY

21.1 If any term or provision of this Memorandum of Understanding shall be found to be illegal or unenforceable, notwithstanding, the agreement may, at the Province's option, remain in full force and effect and such term or provision shall be deemed removed from the agreement.

22.0 LIABILITY AND INDEMNITY

22.1 The Province shall not be liable for any injury or damage to the person or for the loss of damage to the property of the Mi'kmaw Kina'matnewey in any manner based upon, occasioned by, or in any way attributable to the Mi'kmaw Kina'matnewey performing its obligations under this Memorandum of Understanding unless such injury, loss or damage is caused solely and directly by the negligence of an officer or servant of the Province's Department of Education while acting within the scope of his employment.

22.2 The Mi'kmaw Kina'matnewey shall use due care in performing its obligations under the agreement. It shall not be liable for any indirect or consequential damages related to its obligations unless caused by its negligence.

22.3 The Mi'kmaw Kina'matnewey shall at all times indemnify and save harmless the Province, its Ministers, officers, employees and agents from and against all claims, demands, losses, costs, damages, actions, suits or other proceedings of any kind based upon injury, including death, to any person, or damage to or loss of property arising from any willful or negligent act, omission, or delay on the part of Mi'kmaw Kina'matnewey in carrying out its obligations.

23.0 CONSENT TO BREACH, NOT WAIVER

23.1 No term or provision of this Memorandum of Understanding shall be deemed waived and no breach excused, unless such waiver or consent is in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or a waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, a waiver of, or excuse for any different or subsequent or a continuation of the same breach unless expressly stated.

24.0 Effective Date

24.1 This Agreement shall take effect as if it had been executed by both parties on August 1, 2007.

IN WITNESS WHEREOF Her Majesty the Queen and MI'KMAW KINA'MATNEWY have caused this Agreement to be executed by their respective officers duly authorized in that behalf on the day and year first above written.

SIGNED, SEALED & DELIVERED)	HER MAJESTY THE QUEEN IN RIGHT
in the presence of)	OF THE PROVINCE OF NOVA SCOTIA
)	as represented by the Minister of Education
)	
)	
_____)	_____
Witness)	Honourable Karen Casey
)	Minister of Education
)	
)	MI'KMAW KINA'MATNEWY
)	
)	
_____)	_____
Witness)	Chief Deborah Robinson
)	
)	