

**Canada**

**TRIPARTITE MEMORANDUM OF UNDERSTANDING  
Between the**

**BC ASSEMBLY OF FIRST NATIONS, FIRST NATIONS SUMMIT, AND  
UNION OF BC INDIAN CHIEFS  
(collectively the “THE FIRST NATIONS LEADERSHIP COUNCIL”)**

And

**HIS MAJESTY THE KING IN THE RIGHT OF CANADA (“CANADA”)  
As represented by the Minister of Families, Children and Social Development**

And

**HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA (“THE PROVINCE”)**

**As represented by  
The Minister of Education and Child Care and the Minister of State for Child Care**

Collectively referred to as “the Parties”

## WHEREAS

- A. The First Nations Leadership Council (FNLC) is a collaborative working relationship between the political executives of the British Columbia (BC) Assembly of First Nations, the First Nations Summit, and the Union of BC Indian Chiefs.
- B. The FNLC has been directed by resolution from First Nations Chiefs and leaders in BC to provide political leadership for the regional partnerships that will be required to ensure the Indigenous Early Learning and Child Care (IELCC) framework best responds to and supports First Nations children, families, and communities in ways First Nations determine.
- C. The FNLC is not a Nation and therefore does not hold Indigenous or Aboriginal Title, Rights or Treaty Rights and, further, the FNLC acknowledges that any government-to-government relationship is between individual Nations and the Crown, and that the Crown's duties are to individual Nations and not with the FNLC.
- D. First Nations Education Steering Committee (FNESC) and BC Aboriginal Child Care Society (BCACCS) are advocacy organizations and have been mandated by First Nations leadership in BC to provide advice to FNLC and First Nations to support First Nations self-determination and jurisdiction over early learning and child care (ELCC) and to promote and develop high quality education and community ELCC services for First Nations children and families
- E. The Parties acknowledge and recognize the inherent rights of First Nations to self-government as recognized and affirmed under section 35 of the Constitution Act, 1982 and as affirmed in the *United Nations Declaration on the Rights of Indigenous People* (UN Declaration).
- F. The Parties acknowledge First Nations are each distinct peoples that have the right to self-determination including the right to self-government and the right to control the design, delivery and administration of an ELCC system that reflects their unique needs, priorities and aspirations.
- G. The Aboriginal and Treaty Rights of Indigenous Peoples of Canada are recognized and affirmed by section 35 of the *Constitution Act, 1982*. The UN Declaration is a comprehensive international instrument affirming the human rights of Indigenous peoples and establishes minimum standards for the survival, dignity, and well-being of Indigenous peoples.
- H. Canada and the Province have each enacted legislation to advance the implementation of the UN Declaration in the United Nations Declaration on the Rights of Indigenous Peoples Act (Canada) (UNDA) and the Declaration on the Rights of Indigenous Peoples Act (the Province) (Declaration Act).
- I. The UNDA and the Declaration Act commit Canada and the Province, respectively, to, in consultation and cooperation with Indigenous peoples, take all measures necessary to ensure the laws of Canada and the Province respectively are consistent with the UN Declaration, and to prepare and implement action plans to meet the objectives of the UN Declaration.

- J. Employment and Social Development Canada (ESDC) is responsible for working with provinces and Indigenous peoples to advance the creation and sustainability of a Canada-wide ELCC system guided by the principles set out in the Multilateral ELCC Framework, and the IELCC Framework, which includes the First Nations ELCC Framework. The First Nations ELCC Framework was co-developed by the Government of Canada and First Nations to achieve the vision that all First Nations children and families are supported by a comprehensive and coordinated ELCC system that is rooted in First Nations knowledge, cultures and languages and led by First Nations.
- K. ESDC is a federal focal point responsible for the IELCC Transformation Initiative and works in collaboration with Indigenous Services Canada, Public Health Agency of Canada, and Crown Indigenous Relations and Northern Affairs Canada. The IELCC Transformation Initiative was launched to implement the IELCC Framework, including the First Nations ELCC Framework in partnership with First Nations.
- L. The Province invests in ELCC for Indigenous families and children and through the Canada-British Columbia Canada-Wide Early Learning and Child Care Agreement (Agreement) concluded on July 8, 2021, Canada and the Province agree to work collaboratively with Indigenous governing bodies and organizations to achieve a Canada-wide ELCC system. This includes developing a collaborative plan with First Nations in BC to ensure access to affordable, quality and culturally appropriate ELCC.
- M. The Ministry of Education and Child Care and the Minister of State for Child Care are mandated by the Province to continue to implement ChildCareBC, the Province's ten-year plan to provide universal, affordable, accessible, quality, and inclusive child care to every family that wants or needs it, and in partnership with First Nations who want and need it.
- N. In implementing Action 4.19 of the Declaration on the Rights of Indigenous Peoples Act Action Plan (Declaration Act Action Plan), the Province is committed to working in collaboration with First Nations to support and move forward jurisdiction over early learning and child care for First Nations in BC who want it.
- O. The Parties wish to establish a Tripartite MOU to facilitate meaningful long term collaboration on ELCC for First Nations in BC to address issues of mutual interest and concern. This collaboration is based on mutual trust and respect, while acknowledging the protocols of First Nations in discussing matters of key importance to Nations.

**THEREFORE**, the Parties have reached the following understanding:

## **1.0 Purpose**

- 1.1 This Tripartite MOU confirms and sets out a mutual commitment of the Parties to collaborate, dialogue, and jointly take action on issues and initiatives related to ELCC as self-determined by First Nations in BC. It acknowledges and is informed by First Nations inherent rights to self-determination including the right to control the design, delivery and administration of a ELCC system for First Nations that reflects their unique needs, priorities and aspirations.

- 1.2 Section 35 of the *Constitution Act, 1982*, the UN Declaration, including but not limited to Articles 18 and 19, the Declaration Act and the UNDA will inform the Parties' collaborative work to implement this MOU.

## 2.0 Existing Agreements

- 2.1 The Parties agree that this MOU works in conjunction with existing bilateral agreements between the Province and First Nations, the Province and Canada, and Canada and First Nations, including but not limited to:
- a) The Canada-British Columbia Canada-Wide Early Learning and Child Care Agreement – 2021 to 2026;
  - b) The Canada-British Columbia Early Learning and Child Care Agreement – 2021 to 2025 extended until March 2026 as per Amendment 1 to the Agreement; and
  - c) Federally funded Agreements under the IELCC Transformation Initiative, including the plans and priorities established by BCACCS and/or other organizations mandated by First Nations leadership in BC to implement the IELCC Transformation Initiative.
- 2.2 For greater certainty, the Parties agree that entering into the MOU will advance efforts to promote ELCC for First Nations but neither the existence of this MOU nor the work carried out under it:
- a) fulfills, replaces, affects or limits any obligation of the Province and Canada to consult and cooperate directly with First Nations; or
  - b) replaces, limits or interferes with any discussions, negotiations or agreements between the Province or Canada and any First Nation(s).

## 3.0 Principled Framework

- 3.1 The Parties acknowledge that an existing principled framework guides their collective work and collaboration to support improved ELCC outcomes of First Nation children and families. This framework includes the following which include commitments and statutory obligations:
- a) section 35 of the *Constitution Act, 1982*;
  - b) the United Nations Convention on the Rights of the Child;
  - c) the UN Declaration;
  - d) the Declaration Act and Action 4.19 of the Declaration Act Action Plan;
  - e) the UNDA for Canada and Shared Priority 103 of the UNDA Action Plan 2023-2028;
  - f) the Commitment Document, Vision and Concrete Actions for the Province and the FNLC; and

- g) the Truth and Reconciliation Commission Calls to Action.

#### **4.0 Objectives**

- 4.1 The Parties are committed to co-develop a collaborative, rights-based and distinctions-based approach to ELCC for First Nations in BC, where the goal is to support BC First Nations' self-determination and advance jurisdiction in relation to ELCC. This includes the right to control the design, delivery and administration of an ELCC system for First Nations that reflects their unique needs, priorities and aspirations.
- 4.2 The Parties seek to concretely address systemic barriers experienced by First Nations children and families in BC in accessing affordable, high quality and culturally based ELCC programs. This will require an effective partnership approach, including improved relationships.
- 4.3 The Parties are committed to advancing an ELCC system for First Nations that is First Nations determined, accessible, affordable, high quality and culturally based to support First Nations children and their families, and will work together, along with other government bodies and partners as appropriate and agreed.
- 4.4 The Parties are committed to reviewing initiatives that advance priorities for First Nations in relation to ELCC and opportunities to their implementation, as well as barriers to their implementation through the process set out in this MOU. This process is intended to help ensure that First Nation children have equitable access to affordable, high quality and culturally based ELCC services and programming in a Canada-wide system.

#### **5.0 Implementation**

- 5.1 The Parties acknowledge that discussions will need to occur at the political level and technical level during the term of this MOU. For these purposes, the Parties agree to establish a political table ("Political Table") and a technical table ("Technical Table").
- 5.2 The Political Table will be comprised of the political representatives of the FNLC, and the respective Ministers of BC and Canada, who will meet at least once per year either in person or virtually to:
  - a) Identify initiatives to advance priorities for First Nations in relation to ELCC;
  - b) Identify priority issues to inform an annual work-plan that is developed between the Parties and as prepared by the Technical Table;
  - c) Determine and direct joint action items to be undertaken by the Technical Table;  
and
  - d) Discuss any other issues related to the implementation of this MOU.

- 5.3 The Political Table will also meet prior to termination of the MOU, pursuant to clause 8.2.
- 5.4 The Technical Table will be comprised of representatives of the Parties and technical experts appointed by them to carry out the following:
- a) Develop an annual workplan and joint actions to address priority issues and initiatives identified by the Political Table;
  - b) Develop terms of reference to guide the work of the Technical Table;
  - c) Undertake joint action items identified by the Political Table;
  - d) Report to the Political Table on workplans and joint actions and provide information and recommendations regarding the priority issues and initiatives;
  - e) Review initiatives as well as barriers and opportunities to their implementation; and
  - f) Discuss any other issues related to the effective implementation of this Tripartite MOU.
- 5.5 The Parties acknowledge that discussions regarding ELCC may occur between Ministers, FNLC political representatives, and directly with BC First Nations during the term of this MOU.
- 5.6 The Parties agree to provide advance reasonable notice through the Technical Table on actions, changes and communications related to ELCC for First Nations that may have significant implications for the collective work under this Tripartite MOU.
- 5.7 In this MOU, the Parties do not commit to provide new funding to support initiatives, governance or implementation; rather, the Parties agree to leverage and optimize existing federal and provincial funding provided for ELCC for First Nations, to support priorities as identified in consultation and cooperation with First Nations.

## **6.0 Term and Review**

- 6.1 This Tripartite MOU will take effect from the date it is signed by the Parties and remain in effect unless:
- a) terminated pursuant to s. 8.4; or
  - b) a new MOU is signed between the Parties.
- 6.2 This Tripartite MOU may be amended in writing by mutual consent and signature of the Parties at any time.
- 6.3 The Parties will jointly review this Tripartite MOU bi-annually for its effectiveness and identify opportunities for improvement.

## 7.0 Dispute Resolution

- 7.1 The Parties are committed to working together and avoiding disputes through information exchange, advance notice, early consultation, and discussion, clarification, and resolution of issues, as they arise.
- 7.2 If there is a dispute between the Parties with respect to any matter arising from this MOU or relating to the interpretation and application of this MOU, the Parties agree to use their best efforts to resolve such disputes in a reasonable and timely manner and in good faith.
- 7.3 If there is a dispute with respect to any matter arising from this MOU at the Technical Table and the dispute cannot be resolved by the Technical Table within 90 days, then the dispute will be referred to the Political Table, who will endeavour to resolve the dispute. The Political Table may rely on dispute resolution processes which are reflective of the customs, traditions and protocols of First Nations.

## 8.0 Termination

- 8.1 If a Party wishes to terminate the MOU, they will provide written notice to the other Parties.
- 8.2 Within 60 days of receiving a notice to terminate, the Political Table will meet with the Party who provided the notice to try to resolve the dispute. The Political Table may meet more than once to try to resolve the dispute.
- 8.3 The Political Table will make every effort to resolve any issues giving rise to the notice to terminate and may rely on dispute resolution processes which are reflective of the customs, traditions and protocols of First Nations.
- 8.4 The MOU will terminate 60 days after the Political Table confirms in writing that it cannot resolve the dispute.

In witness thereof, the Parties have executed this Tripartite MOU on this 12<sup>th</sup> day of September, 2024.

### FIRST NATIONS LEADERSHIP COUNCIL

On behalf of the  
**BC ASSEMBLY OF FIRST NATIONS**



Terry Teegee  
Regional Chief


**On behalf of the FIRST NATIONS SUMMIT**

  
Cheryl Casimer


  
Hugh Braker

  
Robert Phillips

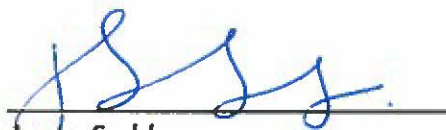
**On behalf of the UNION OF BC INDIAN CHIEFS**

  
Grand Chief Stewart Phillip  
President

  
Chief Don Tom  
Vice President

  
Chief Marilyn Slett  
Secretary-Treasurer

**On behalf of the GOVERNMENT OF CANADA:**

  
Jenna Suds  
Minister of Children, Families and Social Development Canada

**On behalf of the PROVINCE OF BRITISH COLUMBIA:**

  
Rachna Singh  
Minister, Ministry of Education and Child Care