



A MEMORANDUM OF UNDERSTANDING



ON COOPERATION AND COMMUNICATION

Between:

the FIRST NATIONS EDUCATION STEERING COMMITTEE (FNESC)

and the ASSOCIATION OF SCHOOL TRANSPORTATION SERVICES OF BC (ASTSBC)

WHEREAS:

- A. Indigenous peoples have the right to establish and control their education system and institutions as affirmed in the *United Nations Declaration on the Right of Indigenous Peoples* ("UN Declaration"), and as a fundamental aspect of their inherent, constitutional and human rights of self-determination and self-government.
- B. The First Nations Education Steering Committee (FNESC) is a policy and advocacy organization that represents and works on behalf of First Nations in British Columbia, with a mandate to advance First Nations education in British Columbia by disseminating information, undertaking research, administering programs and services, and advocating and negotiating with the provincial and federal governments and other key stakeholders at the direction of First Nations.
- C. The Association of School Transportation Services of BC (ASTSBC) is a province-wide organization with a mission that includes being a *Center of Excellence that empowers the student transportation industry by setting the highest standards in safety, reliability, and sustainability. ASTSBC drives innovation, fosters collaboration, and promotes best practices to enhance the school transportation experience for students across the province. Through advocacy and professional development, ASTSBC aims to support a transportation system that encourages the safety and well-being of students throughout the province.*
- D. The Parties recognize and respect each other's mandate to represent the interests of their respective memberships and from time to time to operate at the direction of their respective memberships, and acknowledge that their respective members, at times, identify issues and give direction for advocacy work or matters that are of common interest

or concern, including, but not limited to, school bus operations and safe school transportation.

- E. The Parties are committed to supporting the implementation of the *BC Tripartite Education Agreement (BCTEA)*, the *Declaration on the Rights of Indigenous Peoples Act (BC)*, and the *Calls to Action of the Truth and Reconciliation Commission of Canada (TRC)*.
- F. The Parties seek to formalize their ongoing relationship by articulating a process to engage in regular dialogue and collaboration on safe school bus transportation as it relates to both First Nation students in First Nation schools and students in provincial public and independent schools, and on related issues of mutual interest and concern.

THEREFORE, the Parties have reached the following understanding:

1.0 Purpose

- 1.1 This Memorandum of Understanding (MOU) confirms and sets out a mutual commitment of the Parties, consistent with their respective mandates, to engage in dialogue and joint action on specific issues and initiatives to improve school bus transportation operations for First Nation students living on-reserve.

2.0 Principled Framework

- 2.1 The Parties seek to engage in thoughtful and strategic dialogue on matters of shared interest and concern, based on their respective mandates and experiences and having respect for:
 - a) First Nations' inherent, constitutional and human rights;
 - b) ASTSBC's duties to the school districts and the students in the province;
and
 - c) Each Party's policies, perspectives and processes.
- 2.2 The Parties acknowledge that an existing principled framework is available for guiding collective work and collaboration to support First Nation learners, which includes:
 - a) section 35 of the *Constitution Act, 1982*;
 - b) the *United Nations Convention on the Rights of the Child*;
 - c) the *United Nations Declaration on the Rights of Indigenous Peoples*;
 - d) the *Declaration on the Rights of Indigenous Peoples Act (BC)*;
 - e) the *Commitment Document, Vision and Concrete Actions*; and
 - f) the *Truth and Reconciliation Commission Calls to Action*.

2.3 The Parties acknowledge that the British Columbia *Personal Information Protection Act* (“PIPA”) will guide how Parties collect, use, disclose, process, store and maintain Personal Information for commitments under this MOU.

2.4 The Parties agree to bring forward relevant reports and materials in their possession or that they may have access to in support of their shared agenda and dialogue.

3.0 Objectives

3.1 The Parties are committed to joint efforts on matters of mutual interest or concern, including, but not limited to:

- a) Supporting the procurement of safe school transportation for First Nation schools;
- b) Promoting safety in student transportation for First Nation students;
- c) Collaborating on public policy issues of mutual interest or concern;
- d) Collaborating on joint or respective funding applications to support school bus operations for First Nation schools;
- e) Exploring areas related to shared services where school transportation may be more efficient and effective;
- f) Building a strong, effective, and collaborative relationship; and
- g) Other matters as agreed.

4.0 Implementation

4.1 The Parties agree to hereby establish an Executive Table that will be comprised of:

- a) The Executive Director of FNEESC; and
- b) Two representatives of the Executive Committee of ASTSBC

4.2 The Executive Table will hold meetings at least twice a year to:

- a) identify priority issues and establish a mutually agreed and focused agenda;
- b) determine and direct work to be jointly undertaken regarding the priority issues and to advance the mutual agenda; and
- c) monitor progress of identified priority issues and discuss any other issues related to its effective implementation.

4.3 The Parties will establish a technical table comprised of ASTSBC and FNEESC staff to carry out the direction under section 4.1 (“Technical Working Table”), including the development and advancement of a work plan (Appendix 1), and will report back to the Executive Table.

4.4 The Parties agree to provide advance notice, whenever possible, on actions and communications that may have significant implications for the collective work under this MOU.

4.5 The Parties acknowledge that, in the course of carrying out commitments under this MOU, personal information (as defined by BC Personal Information Protection Act) may be shared across Parties. The Parties agree to make reasonable arrangements to:

- a) respect the privacy rights of individuals, and
- b) maintain the security of Personal Information in its custody or control, by protecting it against such risks as unauthorized access, collection, use, disclosure, or disposal.

4.6 Each Party commits to assist and cooperate with the other Party in responding to any access request or complaint submitted by individuals whom Personal Information has been shared under this MOU, and to address and investigate any security and privacy breaches.

5.0 Term and Review

5.1 This MOU shall take effect from the date that it is signed by the Parties.

5.2 The Parties may agree to amend, and either Party may terminate, this MOU at any time.

5.3 The Parties will review the effectiveness of this MOU and identify opportunities for improving this MOU every two years.

COMMITMENT

In witness thereof, the Parties have executed this MOU on Cooperation and Communication on January 16, 2025.

On behalf of the Association of School Transportation of British Columbia:



Lisa Phillips
President

On behalf of the First Nations Education Steering Committee:



Tyrone McNeit
President