

**MEMORANDUM OF UNDERSTANDING FOR ÎLE-À-LA-CROSSE EXPLORATORY  
DISCUSSIONS  
(the "MOU")**

**BETWEEN:**

**ÎLE-À-LA-CROSSE BOARDING SCHOOL STEERING COMMITTEE INC.**

as represented by its ~~Chair~~ *Representative*  
(the "Steering Committee")

-and-

**MÉTIS NATION-SASKATCHEWAN**

as represented by its President  
("MNS")

-and-

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA**

as represented by the Minister of Crown-Indigenous Relations  
("Canada")

(hereinafter referred to collectively as the "**Parties**" and individually as a "**Party**")

**WHEREAS** the Métis are one of the Indigenous peoples who lived in the historic Northwest prior to Canada's westward expansion and have developed shared customs, traditions and collective identities rooted in kinship, their unique relationship to the land, and a distinct culture and way of life;

**AND WHEREAS** the Parties recognize the need to respect and promote the inherent rights of the Métis in Saskatchewan, which derive from their political, economic and social structures and from their distinct culture and traditions;

**AND WHEREAS** the Île-à-la-Crosse Boarding School ( the "**Boarding School**") was opened in 1917 by the Roman Catholic Church and the Province of Saskatchewan for the purposes of educating Métis children in a residential setting away from their families and outside of their traditional communities;

**AND WHEREAS** the Boarding School has had devastating impacts on not only the students who attended, but generations of Métis citizens across Saskatchewan;

**AND WHEREAS** the fact that Métis survivors of residential schools have been left out of the larger residential schools settlement scheme has an impact the entire Métis community in Saskatchewan;

**AND WHEREAS** the *Elizabeth Aubichon v Attorney General of Canada and the Government of Saskatchewan*, 2005 QBG 2036 proposed class action was filed against Canada and Saskatchewan (collectively, the "**Governments**") in March 2005 in the Court of Queen's Bench by Merchant Law Group LLP. The action was filed on behalf of all Métis persons, Status Indians (as defined in Section 6 of the *Indian Act*) and persons in Canada who are not Status Indians who attended the Boarding School. The action also includes claims for a family class of parents, siblings, spouses, and children of the students (collectively, the "**Plaintiffs**"). The Plaintiffs allege that the Governments are responsible for the sexual, physical, cultural, mental and emotional abuse they endured;

**AND WHEREAS** the survivors ("**Survivors**") are former Métis attendees of the Boarding School who suffered sexual, physical, cultural, mental, and/or emotional abuse while attending the Boarding School;

**AND WHEREAS** the Steering Committee is an association that advocates for the collective interests of the Survivors of abuse suffered at the Boarding School;

**AND WHEREAS** the Steering Committee and Merchant Law Group LLP have come to an agreement to work collaboratively with Canada to explore options to address the legacy of the Boarding School;

**AND WHEREAS** while no mandate is in place to enter into settlement negotiations, Canada is prepared to enter into a MOU with the Steering Committee to open a formal dialogue to address the legacy of the Boarding School.

**NOW THEREFORE the Parties agree as follows:**

## **1. SHARED OBJECTIVES**

- 1.1. The Parties agree that the shared objectives of the exploratory discussions are to:
  - 1.1.1. open a dialogue to collaboratively chart a path forward to address the legacy of the Boarding School;
  - 1.1.2. share information relevant to the operation of the Boarding School;
  - 1.1.3. consider options that could inform the potential paths to resolution of the litigation; and
  - 1.1.4. consider the immediate needs of Survivors.

## **2. EXPLORATORY DISCUSSIONS**

- 2.1. The Parties commit to engaging in Exploratory Discussions (the “**Exploratory Discussions**”) that foster an open exchange of ideas, sharing of information, the frank discussion of interests, and the joint analysis of options to resolve the legacy of the Boarding School.
- 2.2. As a general principle, informal discussions are encouraged between the Parties and any statements made during the Exploratory Discussions, whether written or oral, will be without prejudice and will not be attributable to any Party.
- 2.3. Each Party shall appoint designated representatives (“**Designated Representatives**”) to the Exploratory Discussions who will be responsible for the conduct and coordination of the discussions and for keeping their principals updated throughout the discussions. The Designated Representatives will jointly agree to a schedule of Exploratory Discussions and the locations of those meetings. Unless otherwise agreed to by the Designated Representatives, the Exploratory Discussions meetings will not be formally chaired.
- 2.4. Canada recognizes that the Steering Committee requires reasonable capacity to participate in the exploration process contemplated under this MOU. The Parties will work to develop a mutually acceptable work plan and budget to support their participation in the Exploratory Discussions.
- 2.5. The Parties agree that it would be beneficial to implement a joint communication strategy to ensure that Survivors and MNS Citizens are made aware of all relevant information with regards to the Exploratory Discussions.

## **3. OUTCOMES**

- 3.1. Through this process, the Parties are hopeful that options to address the legacy of the Boarding School can be agreed upon and supported by the Parties, and to the extent appropriate, agreed upon and supported by Saskatchewan and Merchant Law Group LLP.

## **4. INVOLVEMENT AND PARTICIPATION OF SASKATCHEWAN**

- 4.1. The Parties recognize the significance of Saskatchewan's participation in this process. Given the role of Saskatchewan in the operation of the Boarding School, it will be crucial to involve the Saskatchewan in the Exploratory Discussions, especially those that relate to compensation for past harms, as the resolution of these issues require the involvement of Saskatchewan. Any Exploratory Discussions leading to resolution of the issues will also need the involvement of Saskatchewan.

- 4.2. The Parties commit to working collaboratively to engage Saskatchewan in the Exploratory Discussions.
- 4.3. Where the parties agree this MOU may be amended to include Saskatchewan as a Party.


**5. LITIGATION**

- 5.1. The Parties are sensitive to the fact that the issues being addressed through the Exploratory Discussions are also at the centre of the *Aubichon* action currently before the Court of Queen's Bench.
- 5.2. The Parties recognize the choice of the representative plaintiffs to seek redress from the court and will ensure that their views are included in this process.
- 5.3. The Parties acknowledge Merchant Law Group LLP's support of the Parties entering into this MOU and Merchant Law Group LLP will be invited to participate in the Exploratory Discussions. The Parties also recognize the need to ensure that Merchant Law Group LLP is informed of the discussions and will ensure that Merchant Law Group LLP receives regular updates, on an as needed basis.


**6. GENERAL**

- 6.1. Nothing in this MOU creates any legally enforceable obligations.
- 6.2. Subject to access to information and privacy laws, all exploratory conducted under this MOU and all related documents are confidential, without prejudice to legal positions the Parties may have or may take in any legal proceeding.
- 6.3. This MOU may be amended upon the written agreement of the Parties.


**THIS MEMORANDUM OF UNDERSTANDING HAS BEEN SIGNED** as of the day and year first above written.


  
 Leonard Montgrand  
 Rep. ~~James Durocher~~ Ile-à-la-Crosse  
 Boarding School Steering Committee Inc.

  
 Margaret Aubichon  
 Witness

  
 Glen McCallum  
 President Glen McCallum  
 Métis Nation – Saskatchewan

  
 Witness

  
 Honourable Dr. Carolyn Bennett  
 Minister  
 Crown-Indigenous Relations  
 and Northern Affairs Canada

  
 Witness  
