

MEMORANDUM OF UNDERSTANDING – ROLES AND RESPONSIBILITIES

BETWEEN:

**The Government of Yukon as represented
by the Minister of Education**

(“the Department of Education”)

AND:

**The Catholic Episcopal Corporation of Whitehorse as represented
by the Bishop of Whitehorse**

(“the Episcopal Corporation”)

PREAMBLE

This Memorandum of Understanding is intended to complement the provisions of the *Education Act, 2002* and the 1962 Agreement which both remain the principle authorities governing the operation of Catholic separate schools. Nothing in this Memorandum of Understanding shall be construed to supersede or affect the rights, powers, or responsibilities of the Episcopal Corporation regarding separate schools as set forth in the 1962 Agreement or any amendments thereto.

The Department of Education and the Episcopal Corporation (the Parties) wish to further define, clarify and formalize their respective and shared roles and responsibilities in supporting the continued effective operation of Catholic separate schools and to implement the commitments and intentions of the 1962 Agreement.

The Parties are committed to strengthening their collaborative partnership to support student outcomes, ensure compliance with the *Education Act, 2002*, the 1962 Agreement, and all applicable educational standards, priorities, mandates and policies. The Parties are also committed to promoting academic excellence and the teaching of Catholic values within Catholic separate schools, under the authority of the Department of Education.

The Parties wish to acknowledge their joint commitment to upholding truth and reconciliation with Yukon First Nations and ensuring diverse, inclusive, safe and caring school learning environments.

1.0 DEFINITIONS

For the purposes of this Memorandum of Understanding, the following terms shall have the meaning as described below:

“Catholic values and morals” means the ethical principles derived from Sacred Scripture, Sacred Tradition, and the Magisterium of the Catholic Church, grounded in Jesus Christ’s life and teachings. They guide faith, worldview, human nature, societal roles, and moral behavior, shaping religious education, personal conduct, and institutional policies in Catholic settings;

“permeation” means the integration of Catholic faith, morals, and worldview throughout the entire educational experience. This includes curriculum, pedagogy, culture, policies, and extracurriculars, ensuring that all aspects reflect Catholic teachings and values;

“Catholic identity” means an institution's adherence to and unity with the Catholic Church’s doctrine, sacramental life, and moral teachings, with formal recognition by the Church through Canon Law;

“Catholic mission” means the Catholic Church’s purpose of proclaiming the Gospel, forming the faithful, administering sacraments, and serving humanity. In education, it is realized through the spiritual, intellectual, moral, and social formation of students

“faith-based” means institutions, policies, or activities grounded in Catholic doctrine, morals, and sacramental life, ensuring that decisions and cultural ethos align with Church teachings on God, humanity, and moral truth;

“Catholic education” means the Catholic Church’s public ministry, combining catechetical and academic instruction in schools, governed by the Catholic Church's principles and requiring ecclesiastical approval;

“engage” means requesting the Episcopal Corporation's views and opinions in order to allow it to execute its rights and obligations under the 1962 Agreement. This involves providing sufficient information and opportunity to comment, suggest changes, and or suggest actions to mitigate possible effects;

“regular and open communication” means participation between the Parties or representatives of the Parties in the reoccurring monthly meeting between the Department of Education Deputy Minister and the Bishop of Whitehorse and or timely responses to written communications or notices between the Parties or their representatives, as outlined in Section 9.0 of this Memorandum of Understanding, within five (5) business days of receipt; and

“third party” means any person(s), organization(s) and or entity(ies) other than the Government of Yukon/the Department of Education and the Episcopal Corporation.

2.0 GENERAL ROLES AND RESPONSIBILITIES OF THE DEPARTMENT OF EDUCATION

The Parties agree that the general roles and responsibilities of the Department of Education are to:

- 2.1. provide accessible high-quality public education in accordance with the *Education Act, 2002*, educational standards, priorities, mandates policies. and other applicable laws;
- 2.2. administer and enforce the *Education Act, 2002* including but not limited to responsibilities related to curriculum development, assessment frameworks and educational standards;
- 2.3. engage the Episcopal Corporation prior to issuing any department-wide mandates, priorities, policies or educational standards on any matter that relates to or could cause change to the Catholic separate schools' operations and or activities;
- 2.4. oversee the operations of Catholic separate schools in collaboration with the Episcopal Corporation in relation to sections 3.1 to 3.4, thus ensuring alignment and compliance with the *Education Act, 2002*, the 1962 Agreement, and all relevant policies and directives as issued and or directed by the Department of Education;
- 2.5. carefully and impartially consider the recommendations stemming from sections 3.1 to 3.3 in alignment with the *Education Act, 2002*, the 1962 Agreement, and all relevant policies and directives as issued and or directed by the Department of Education;
- 2.6. upon the consideration process outlined in section 2.5, implement any recommendations;
- 2.7. honour the evaluative and approval process as outlined in section 3.4;
- 2.8. manage school operations, including, facility maintenance, recruitment and evaluation of staff, and professional development for educators; and
- 2.9. oversee financial operations, including budgeting and financial reporting applicable to Catholic separate schools.

3.0 GENERAL ROLES AND RESPONSIBILITIES OF THE EPISCOPAL CORPORATION

The Parties agree that the general roles and responsibilities of the Episcopal Corporation are to:

- 3.1. provide faith-based and pastoral guidance to Catholic separate schools and recommendations to the Department of Education on matters relating to the implementation and the permeation of Catholic values and morals in Catholic separate schools;
- 3.2. provide recommendations to the Department of Education that are consistent with Catholic values and morals and Catholic education including curricula, programs and resources for Catholic separate schools;
- 3.3. provide recommendations to the Department of Education that are in support of the Catholic identity and Catholic mission on educational staffing, professional development and school-based activities in Catholic separate schools; and
- 3.4. exercise evaluative and approval authority regarding the suitability, with respect to the Catholic identity and Catholic mission, of administrators and educational staff in Catholic separate schools, as per processes outlined in protocols and agreements with the Department of Education.

4.0 SHARED GENERAL ROLES AND RESPONSIBILITIES

The Parties agree that the shared general roles and responsibilities between them are to:

- 4.1. promote a collaborative educational environment that balances the *Education Act*, 2002, the 1962 Agreement and all applicable educational standards, and policies with the Catholic identity and Catholic mission of Catholic separate schools;
- 4.2. adhere to and implement the terms and intent of the 1962 Agreement, as enshrined in the *Education Act*, 2002;
- 4.3. support inclusive Catholic education that respects Catholic identity and Catholic values and morals and diverse perspectives of all students, including those of Yukon First Nations;
- 4.4. to the greatest extent practicable, collaborate to ensure the implementation and permeation of Catholic values and morals in Catholic separate schools, while addressing the needs of the Catholic school community;
- 4.5. comply with all applicable standards, mandates, and policies issued by the Department of Education relevant to Catholic separate schools, and acknowledge that educational priorities and practices may evolve, thereby agreeing to adapt this Memorandum of Understanding as necessary to remain aligned with any future changes in legislation or policy;

- 4.6. adhere to and implement the terms of and any current or future memorandum of understanding, protocol, or supplementary agreement mutually agreed to in writing by the Parties, unless until such agreements are terminated, superseded or amended;
- 4.7. jointly develop, formalize and establish protocols pertaining to Catholic separate schools including but not limited to staffing, funding for religious education, curriculum and instruction materials, professional development and development of policy;
- 4.8. maintain regular and open communication to coordinate initiatives, efforts, resolve issues and or disputes and advance shared priorities;
- 4.9. not disclose confidential or sensitive information exchanged under this Memorandum of Understanding to any third party, without the prior written consent of the other party, except as required by applicable legislation; and
- 4.10. may conduct a joint evaluation of this Memorandum of Understanding.

5.0 DURATION

- 5.1. This Memorandum of Understanding takes effect on the date of when the Parties sign it, and if signed on different dates, the later of those dates, and remains in force for three (3) years from when it is signed, unless renewed or terminated by mutual written agreement.

6.0 AMENDMENTS

- 6.1. This Memorandum of Understanding may be amended at any time during its term by mutual written agreement of the Parties.

7.0 TERMINATION

- 7.1. The Parties upon mutual written agreement may agree to the termination of this Memorandum of Understanding with six (6) months' notice but shall commit to fulfilling all obligations of this Memorandum of Understanding during the notice period.

8.0 EVALUATION

- 8.1. Upon the expiration of this Memorandum of Understanding and prior to any renewal, the Parties may conduct a joint evaluation. The evaluation may assess:
 - (i) the state of the Parties' collaborative partnership;
 - (ii) the extent to which this Memorandum of Understanding aligns with the *Education Act*, 2002, Department of Education standards, priorities, mandates, policies, curriculum and the 1962 Agreement; and

(iii) the impact on student outcomes, if applicable.

8.2. Prior to the commencement of the joint evaluation, the Parties shall by mutual written agreement agree to the evaluation methodology. The evaluation methodology may include reviews of school performance data, engagement with educators, community members, and subject matter experts.

8.3. At the conclusion of the evaluation, a comprehensive written report shall be prepared by the Parties and shared between the Parties, including any applicable recommendations and proposed amendments to this Memorandum of Understanding.

9.0 NOTICE REQUIRED AND SIGNATURES IN WITNESS WHEREOF

Any written communication or notice required under this Memorandum of Understanding shall be directed as follows:

For the Department of Education:

Director of Policy, Planning and Evaluation
Box 2703, E-1
1000 Lewes Boulevard
Whitehorse, Yukon Y1A 2C6

For the Episcopal Corporation:

Catholic Episcopal Corporation of Whitehorse
5119 5th Avenue
Whitehorse, Yukon Y1A 1L5


In Witness whereof the Parties have agreed to this Memorandum of Understanding through their duly authorized representatives this 15 day of August, 2025.

For the Department of Education:



Hon. Jeanie McLean, Minister of Education

For the Episcopal Corporation:



The Most Rev. Héctor F. Vila, Bishop of Whitehorse