INTER-RELIGIOUS COUNCIL of KENYA

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MEMORANDUM OF UNDERSTANDING

ON THE

ACCOMMODATION OF THE HIJAB IN PUBLIC RELIGIOUS SPONSORED SCHOOLS IN MARSABIT COUNTY

PARTIES TO THIS MEMORANDUM OF UNDERSTANDING

CHRISTIAN FAITH COMMUNITIES

AND

MUSLIM FAITH COMMUNITIES

WITNESSED BY:
COUNTY COMMISSIONER
COUNTY DIRECTOR OF EDUCATION
COUNTY EDUCATION BOARD
COUNTY TEACHERS SERVICE COMMISSION

FACILITATED BY:
INTER-RELIGIOUS COUNCIL OF KENYA

PREAMBLE

This Memorandum of Understanding (MOU) is entered into between the Muslim and Christian faith communities of Marsabit County, with the Inter-Religious Council of Kenya (IRCK) serving as the neutral facilitating body.

WHEREAS, IRCK convened a series of mediation meetings between April and August 2026 at Marsabit, bringing together Muslim and Christian faith leaders to address the matter of Muslim girls wearing the hijab in public religious-sponsored schools in Marsabit County;

WHEREAS, the mediation process resulted in a consensus position reached in good faith, in which religious school sponsors expressed willingness to accommodate the hijab in public religious sponsored schools within Marsabit County, subject to clear and agreed conditions;

WHEREAS, both Muslim and Christian faith communities affirmed their shared commitment to peaceful coexistence, the welfare of learners and the protection of interfaith harmony in Marsabit County;

WHEREAS, the parties agreed that the implementation of these resolutions should be governed by a formal, mutually binding and transparently structured framework;

NOW, THEREFORE, the Parties hereby agree to be bound by the terms and conditions set forth in this Memorandum of Understanding.

ARTICLE 1: DEFINITIONS

In this MOU, unless the context otherwise requires:

"Hijab" means the Islamic covering worn by Muslim women and girls as a religious observance; as agreed under this MOU, it refers to a covering worn over or as part of a school uniform.

"Board of Management (BOM)" means the governing body of a public religious sponsored school in Marsabit County, established under the Basic Education Act, Cap. 211 of the Laws of Kenya.

"Public Religious Sponsored Schools" means government-funded and religious sponsored public-schools operating within Marsabit County.

"Marsabit Interfaith Council (MIC)" means the body representing Muslim and Christian faith community leaders in Marsabit County.

"Joint Social Cohesion Steering Committee" means the committee comprising of members of Marsabit Interfaith Council and IRCK.

"IRCK" means the Inter-Religious Council of Kenya, the neutral facilitating body to this MOU.

"Parties" means Christian and Muslim Faith Communities Representatives with Marsabit Interfaith Council in Marsabit County.

ARTICLE 2: OBJECT AND PURPOSE

The purpose of this MOU is to:

- Provide a clear, transparent, and mutually binding framework for the accommodation of the hijab in public religious sponsored schools in Marsabit County;
- Protect the trust and goodwill that underpins the consensus reached through the mediation process;
- Safeguard the welfare, dignity, and rights of all learners regardless of faith;
- Promote sustained interfaith harmony, social cohesion, and peaceful coexistence in Marsabit County; and
- Provide a monitoring and accountability mechanism for the implementation of the agreed resolutions.

ARTICLE 3: AGREED PRINCIPLES AND CONDITIONS FOR HIJAB ACCOMMODATION

The Parties hereby agree to the following principles and conditions, which form the foundation of this MOU:

3.1 Scope of Application

- The hijab shall be permitted in public religious sponsored schools within Marsabit County.
- Nothing in this MOU shall be construed as creating a precedent or obligation for any school, county, or institution beyond those expressly covered herein.

3.2 Incorporation into School Dress Code

- The hijab shall be incorporated as part of the official school dress code of the public religious sponsored school.
- The authority to determine the specific size, style, and coverage of the hijab shall rest exclusively with each school's Board of Management (BOM).
- Each BOM shall adopt a written policy on the hijab as part of its dress code, ensuring consistency, clarity, and non-discrimination in its application.

3.3 Inclusivity and Non-Discrimination

- No learner shall be compelled, coerced, or penalized for wearing or not wearing the hijab.
- Schools shall ensure that the implementation of this agreement as soon as possible

3.4 Good Faith and Limitations

- This concession is made in good faith and in the spirit of peaceful coexistence.
- Any emerging concerns shall be raised through the Marsabit Interfaith Council via formal, transparent dialogue.

3.5 Channels of Communication

- All matters relating to the implementation of this MOU shall be raised through established, transparent channels and formal dialogue platforms.
- No party shall resort to confrontational actions, school invasions, public pressure campaigns, or other disruptive means to advance any religious concerns relating to this MOU.

ARTICLE 4: ROLES AND RESPONSIBILITIES OF THE PARTIES

4.1 Marsabit Interfaith Council (MIC)

- Support and promote awareness of the terms of this MOU among faith communities across Marsabit County.
- Discourage and actively counter any actions that undermine the spirit of this agreement.
- Affirm that this agreement was reached through goodwill and mutual respect, and must be upheld in the same spirit.

4.2 Inter-Religious Council of Kenya (IRCK) Facilitating Role

- Serve as the secretariat and coordinator of the Joint Social Cohesion Steering Committee.
- Facilitate review meetings, monitoring visits, and mediation sessions as required during the implementation period.
- Maintain an impartial, non-partisan, and facilitative role in all matters relating to this MOU.
- Provide technical and capacity-building support to the MIC, BOMs, and other stakeholders as needed.
- Prepare and disseminate periodic implementation progress reports.

ARTICLE 5: DISPUTE RESOLUTION

5.1 In the event of any dispute, misunderstanding, or disagreement arising from the interpretation or implementation of this MOU, the Parties shall first seek resolution through the Marsabit Interfaith Council's leadership.

5.2 If the MIC is unable to resolve the matter within thirty (30) days of formal referral, the matter shall be referred to IRCK for mediation.

5.3 Should mediation through IRCK fail to yield a resolution, the Parties may, by mutual agreement, seek the assistance of a competent third-party mediator or such other mechanism as the Parties may agree upon in writing.

5.4 Nothing in this Article prevents any Party from invoking applicable legal mechanisms where the matter involves a clear violation of Kenyan law or constitutional rights.

ARTICLE 6: DURATION

This MOU shall come into effect on the date of signing by all Parties and shall remain valid until when need arises.

ARTICLE 7: GENERAL PROVISIONS

7.1 NATURE OF THIS MOU: This MOU is a working document providing a structured, transparent, and mutually binding framework for implementation. It is intended to be honoured in good faith by all Parties and is governed by and shall be construed in accordance with the laws of Kenya.

7.2 AUTHORITY: The individuals signing this MOU represent and warrant that they are duly authorised to sign on behalf of their respective organisations.

7.3 ENTIRE AGREEMENT: This MOU constitutes the entire agreement between the Parties regarding its subject matter and supersedes all prior discussions, understandings, and agreements in relation thereto.

7.4 AMENDMENT: No amendment to this MOU shall be valid unless made in writing and signed by all Parties.

7.5 NOTICES: All formal communications relating to this MOU shall be directed to the designated contact persons of each Party as specified in Annex I.

SIGNATURES

IN WITNESS WHEREOF, the undersigned, being duly authorized representatives of their respective Parties, have signed this Memorandum of Understanding on the dates indicated below:

Name: RT. REV. PETER K. KARIUKI
Position: Catholic Faith Communities Representative
Signature
Date: 4/08/2026
Name: IBRAHIM OSHE
Position: Muslim Faith Communities Representative
Signature
Date: 4/8/2026
Name: Hon. Jarso Jilo Falana, OGW
Position: Chairman SUPKEM Marsabit County
Signature
Date: 04/08/26
Name: Rev. John Kimemia
Position: Chairman Marsabit Pastors Fellowship
Signature
Date: 4/8/2026
Name: Rt. Rev. Qampicha D. Wario
Position: Protestant Faith Communities Representative
Signature
Date: 4th August 2026

WITNESSED BY:

FOR THE INTER-RELIGIOUS COUNCIL OF KENYA (IRCK)

Name: Sheikh Abdullahi Salat
Position: Chairman, IRCK
Signature:
Date: 4/08/2026

Name: Mr. Linus Nthigai	
Position: Executive Director, IRCK	
Signature	
Date: 4/8/2026	

WITNESSED BY:

FOR THE NATIONAL GOVERNMENT

Name: MATHEW M. WAMBUGU	
Position: County Commissioner/D.C.C	
Signature	
Date: 04/08/2026	
Name: SARR GALGALLO	
Position: Chairman County Board of Education	
Signature	
Date: 04.08.2026	
Name: Golla Guyo	
Position: County Director of Education	
Signature	
Date: 4/8/2026	

WITNESSED BY:

FOR THE COUNTY GOVERNMENT

Name: AMBARO A. ALI	
Position: CECM EDUCATION SKILLS DEV. YOUTH & SPORTS	
Signature	
Date: 04/08/2026	