

MEMORANDUM OF UNDERSTANDING

Between:

Vancouver Board of Education
(hereinafter referred to as VBE)

And

The Government of British Columbia
As represented by the Ministry of Children and Family Development
(hereinafter referred to as MCFD)

Article 1:00

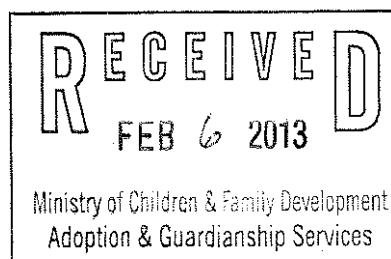
Historical Introduction

History of Restructuring:

In early 2003 MCFD / VBE Day Programs began the early stages of redesign given service transformation in the Vancouver Coastal Region. The Vancouver Coastal Service Transformation and Redesign Project incorporated the Ministry's strategic shifts; the fiscal plan; best practices; planning for Aboriginal services; and the recommendations of an extensive community consultation process throughout the region. The project provided a common framework for delivery of social services by utilizing evidence-based, best practice information and related program research. The plan for Youth services in Vancouver included four Integrated Youth Centres which would have strong linkages with other community services. A range of services are available through these hubs, including day programming.

In April 2003, a working group comprised of MCFD, VBE and Community Agency staff met in order to develop a comprehensive plan for a range of day programs that would serve a broad range of youth and maximize VBE staff and MCFD contracted resources.

The Inter-agency programs are jointly funded by the VBE and the MCFD. These programs are for students whose needs cannot be met within the setting of the neighbourhood secondary school or District Alternative Resource Programs. These programs are designed for students who demonstrate behavioral difficulties and "at risk" behaviours which may affect their learning, interpersonal relationships and /or personal adjustment over a prolonged period of time. These students meet the Ministry of Education criteria for designation in the "H" category (Students Requiring Intensive Behaviour Intervention or students with Serious Mental Health concerns).



Article 2:00**Purpose**

The purpose of this Memorandum of Understanding is to:

- a) provide clarity with respect to responsibilities of the VBE and the MCFD
- b) provide detail to what once was a broadly stated commitment to the Inter-agency Alternative Programs

Article 3:00**Terms and Amending Process**

This Memorandum of Understanding comes into effect on the date that it is signed by the last of the parties and shall continue until either party terminates by providing written notice at least 120 days (by May 1st) before the commencement of the school year in September.

The parties agree to meet at least on an annual basis to discuss the Programs and their relationship with respect to the Programs and will review this Memorandum of Understanding annually to make any adjustments deemed necessary.

Communication regarding the Memorandum of Understanding to any of the parties will be in writing to the addresses of all parties listed below:

To MCFD:

Executive Director of Service
Vancouver / Richmond
Suite 601 - 700 West Georgia Street,
Vancouver, BC
V7Y 1B6

To VBE:

District Principal of Alternative Programs and Community Links
1580 West Broadway
Vancouver, BC
V6J 5K8

With a copy to the Executive Director of the contracted agency.

With a copy to the Principal of the Secondary School with administrative responsibilities for the educational component.

Any notice or communication that is delivered is to be considered to have been given on the day delivered. Any notice or communication that is sent by electronic facsimile transmission (with electronic confirmation of receipt) is to be considered to have been given on the next business day after it was sent. If a party changes its address or facsimile number, or both it will

immediately give notice of its new address or facsimile number, or both, to the other party as provided in this Section.

This Memorandum of Understanding is the entire agreement between the parties regarding its subject and it supersedes all other representations, warranties, promises and agreements regarding its subject.

The Memorandum of Understanding may not be changed except by an instrument in writing signed by the parties hereto or by their respective successors or assigns.

Article 4:00 Responsibilities

The Ministry of Children and Family Development agrees to:

- a) Recognize the VBE as its partner in delivering these unique Alternative Education Programs
- b) Provide a contracted service provider whose responsibilities are outlined in a contract
- c) Communicate in a timely manner any issues or concerns regarding the Programs or students that may impact other student success or safety, or the reputation of the program to the VBE
- d) Provide Youth Services Community Liaison and Youth Services Team Leader representation on the MCFD / VBE Screening Committee
- e) Provide Contract Management Unit representation on the MCFD / VBE Screening Committee on a biannual or as needed basis
- f) Ensure that Screening Committee participants meet with Program staff biannually for student reviews
- g) Ensure that Referrals from MCFD or Aboriginal delegated agency Social Workers or Probation Officers are presented by the MCFD Youth Services Community Liaison to the Screening Committee for review
- h) Provide support to the Program Coordinators
- i) Assist with initiation and co-ordination of ICM's as required
- j) Ensure that the contract with the service provider reflects the supervision responsibilities of the agency staff
- k) Ensure that a protocol is developed between the VBE, MCFD and the contracted agency

The Vancouver Board of Education agrees to:

- a) Provide Teachers who work under the Collective Agreement between the Vancouver Board of Education and the Vancouver Teachers Association
- b) Provide a District Youth and Family Worker to provide enhanced intervention and support to students identified by the Screening Committee
- c) Ensure that VBE staff are clearly supervised by VBE supervisory personnel (Administrative School Principal and District Principal of Alternative Programs)
- d) Ensure that VBE staff are evaluated by the Administrative School Principal and/or District Principal on invitation and/or deemed necessary
- e) Provide the same level of resources and educational supplies provided to any student and staff within the VBE, including but not limited to, the nutrition program
- f) Provide Administrative Support:
 - a. Educational administrative support by the Administrative School Principal
 - b. District administrative support by the District Principal of Alternative Programs
- g) Support staff and students as members of the administrative school community with access to school facilities/equipment including specific scheduling of access to guidance/career counselors as deemed appropriate
- h) Provide a quality of education consistent with the other programs of the VBE
- i) Ensure that an Individual Education Plan for each student is developed by the Teacher as the Case Manager, in collaboration with the student's support team
- j) Provide District Principal of Alternative Programs representation on MCFD/VBE Screening Committee
- l) Ensure that Screening Committee participants meet with Program staff biannually for student reviews

Article 5:00

Referral and Discharge Process

Referrals from MCFD or an Aboriginal delegated agency Social Worker or Probation Officer are emailed to the MCFD Youth Services Community Liaison. Referrals are accepted on an on-going basis and reviewed by the MCFD/VBE Screening Committee to determine eligibility, placement and priority.

Discharge of students will follow the policies and procedures of the VBE.

Article 6:00

Evaluation (Outcomes Measurement)

MCFD and VBE agree that student information will be shared to meet Ministry of Education audit compliance in the Special Education categories which students have been designated.

Article 7:00

Conflict Resolution

Concerns / issues identified by MCFD will be brought to the attention of the District Principal of Alternative Programs.

Concerns / issues identified by VBE will be brought to the attention of the MCFD Youth Services Community Liaison.

This Memorandum of Agreement has been signed by the parties, each on the dates noted below.

**For and on behalf of:
Vancouver Board Of Education**

Signed: _____

Superintendent & CEO

A handwritten signature in black ink, appearing to read "Steve Cardwell", written over a horizontal line.

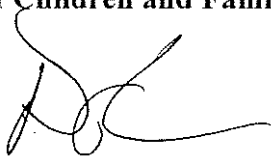
Date: _____

November 28, 2011

**For and on behalf of:
Ministry of Children and Family Development**

Signed: _____

Executive Director of Service
Vancouver / Richmond

A handwritten signature in black ink, consisting of stylized initials, written over a horizontal line.

Date: _____

November 28, 2011