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YOUTH AT RISK FOUNDATION®

## **E4 MEMORANDUM OF UNDERSTANDING (SAMPLE)**

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### **MEMORANDUM OF UNDERSTANDING**

THIS AGREEMENT made as of September 1<sup>st</sup> 2013.

BETWEEN:

**VANCOUVER SCHOOL BOARD (BOARD OF EDUCATION)**

1580 West Broadway  
Vancouver BC V6J 5K8

(“VSB”)

AND:

**TAKE A HIKE YOUTH AT RISK FOUNDATION**

1183 Melville Street  
Vancouver BC V6E 2X5

(the “Foundation”)

WHEREAS:

- A. VSB is a large, urban and multicultural school district providing programs to 56,000 students in Kindergarten to Grade 12, over 3,000 adults in adult education programs and over 40,000 in continuing education. VSB strives to ensure the highest quality of learning experiences for all students, with a focus on student engagement, learning and development in a safe, inclusive environment.
- B. The Take a Hike Program (the “Program”) is an alternative education program that supports at risk youth to make positive changes in their lives. The Program is an alternative education program that engages at-risk youth through a unique combination of academics, adventure-based learning, counseling, and community involvement. The ultimate result of the Program’s approach is that barriers to learning are minimized, personal issues are addressed, and students achieve a greater level of personal, academic and social success.
- C. The Foundation is a registered non-profit charity that raises funds to support at-risk youth in the Program.



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- D. John Oliver Secondary School (“John Oliver”) hosts and administers the Program’s Grade 10/11 and 11/12 classes. John Oliver seeks to develop the intellectual, emotional and physical potential of all students in order to enable them to appreciate their own worth and the worth of others and to function responsibly and effectively in a changing society.
- E. From 2000-2005, the Program operated a grade 11/12 classroom at John Oliver. In 2005, the Foundation and the VSB agreed to increase their resources to add a grade 10 classroom. The Program continues to operate under the expectation of support to deliver programming for students Grade 10 through 12.
- F. The Foundation provides funding for the adventure-based learning, therapists, and meal program components of the Program when supported by detailed budgets and when the Foundation’s resources permit.

## **HISTORY**

Two teachers with the VSB, Tim Gale and Conrad Cone, founded the Program on the basis of providing adventure-based learning (“ABL”) activities for youth that were not succeeding in the mainstream school system. They first ran a Summer Take a Hike in 1998 with funding from several external funders. VSB approved the school program in the spring of 2000 and John Oliver was designated for the site. VSB supported the establishment of the Program largely because of its potential to bring in students who were not attending school and to maintain students who were at risk of leaving. The Program ran as a Grade 11 and 12 program for the first five years and added staff and space to accommodate a grade 10 class in 2005.

In order to fund the non-traditional classroom component of the program, the Foundation was established as a registered charity on October 5<sup>th</sup> 2000. The Foundation’s mandate, inter alia, is to raise funds for the Program in support of adventure-based learning activities and therapy for at-risk youth.

## **COOPERATION**

THE PARTIES hereby agree as follows:

1. The VSB agrees that the VSB will provide:
  - a. Sufficient staffing for both grade 10/11 and 11/12 classrooms, including two youth and family workers, two teachers, and one adventure-based learning specialist and will use its reasonable efforts to identify particular persons for such staff positions as soon as vacancies arise. Vacancy postings will articulate the skills and competencies unique to the Program, ensuring adherence to the corresponding Collective Agreements.
  - b. Adequate space at John Oliver, including two classrooms, office space for therapists, storage for outdoor equipment, and kitchen facilities for the meal program;



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- c. The same level of resources and educational supplies provided to any student and staff within the VSB alternative resource programs;
    - d. Resources to promote the Program to youth who would benefit from alternative education options by including materials regarding the Program in communications with VSB counsellors and administrators;
    - e. Insurance coverage for the Program staff and volunteers under the Ministry of Education's School Protection Program. The two Take a Hike therapists, hired by the Foundation, are considered volunteers for the Program and thus covered under the same insurance.
  2. The VSB agrees that John Oliver will:
    - a. Support staff and students as members of the John Oliver community with access to school facilities/equipment including specific scheduling of access to guidance/career counsellors;
    - b. Support staff with curriculum and graduation credit options; and provide summer school options to students that require further academics support, such as Vancouver Learning Network and Adult Education;
    - c. Track and record student graduation and completion rate and report this information to the Foundation annually through the Program's annual report;
    - d. Assist in recruiting students that may benefit from the Program.
  3. The VSB agrees that the District Principal of Alternative Programs and CommunityLINK will:
    - a. Ensure staff of the Program are provided with the required In Service, training and resource support in order to comply with the Ministry of Education and VBE policies and procedures consistent with all VBE Alternative Education Programs.
  4. VSB and the Foundation agree that the staff of the Program will:
    - a. Act in a professional manner and respect the policies and procedures of the John Oliver administration.;
    - b. Provide a quality of education consistent with that of other alternative programs of the VSB;
    - c. Communicate in a timely manner any issues or concerns regarding the Program, staff or students that may impact other student success, fundraising, or the reputation of the Program, with VSB, John Oliver and the Foundation; and
    - d. Provide an annual year-end report to the Foundation within 30 days of the end of the teaching year, detailing academic and life skills test results, as well as adventure based learning and therapy components of the Program.
    - e. Incorporate Program metrics as agreed to by all parties into the annual year-end report, as when, and if appropriate, as requested by the Foundation and co-developed by the Program.
  5. The Foundation agrees to:
    - a. Raise funds to support the Program's adventure-based learning, therapy and meal program components, to augment activities of the VSB's alternative education offering;
    - b. Operate with best practices as a non-profit organization and properly steward donors to the Program;



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- c. Recognize the VSB as its partner in delivering this unique alternative education program; and
  - d. Engage and report, when appropriate, to the VSB on “Expansion Objectives” and related activities directly linked to the “Take a Hike” brand.
6. The parties acknowledge the Foundation’s financial support of the Program and that its continued existence is dependent on the success of its fundraising, the availability of funds, and the decisions of its Board of Directors.
  7. The parties acknowledge the VSB’s support of the Program and that its continued existence is dependent on the decisions of its Board.
  8. In the event either party's financial resources or policies result in a change of their support for the Program, they will advise the other party in mid May (following the VSB budget approval).
  9. The parties agree to meet at least on an annual basis to discuss the Program and their relationship with respect to the Program and will review this Memorandum of Understanding annually to make any adjustments necessary.
  10. Communication regarding this Memorandum of Understanding to any of the parties will be in writing to the addresses of all parties listed below:

To the Foundation:

1183 Melville Street  
Vancouver BC V6E 2X5  
jaydeen@takeahikefoundation.org

Attention: Jaydeen Williams, Executive Director

With a copy to the Program:

530 East 41<sup>st</sup> Street  
Vancouver V5W 1P3  
windhamhall@gmail.com

Attention: Tim Gale, Teacher

To Vancouver School Board:

1580 West Broadway  
Vancouver BC V6J 5K8  
rbergeron@vsb.bc.ca

Attention: Ron Bergeron, District Principal, Alternate Programs

With a copy to John Oliver Secondary School:



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530 East 41<sup>st</sup> Street  
Vancouver BC V5W 1P3  
tmcgeer@vsb.bc.ca

Attention: Tim McGeer, Principal

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 email is to be considered to have been given on the next business day after it was sent. If a party changes its address or email, or both it will immediately give notice of its new address or email, or both, to the other party as provided in this Section.

- 11. This Agreement is the entire agreement between the parties regarding its subject and it supersedes all other representations, warranties, promises and agreements regarding its subject.
- 12. Nothing in this Agreement shall make or constitute the parties partners.
- 13. This Agreement may not be changed except by an instrument in writing signed by the parties hereto or by their respective successors or assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

**TAKE A HIKE YOUTH AT RISK FOUNDATION**

Per: \_\_\_\_\_  
Authorized Signatory Title

Per: \_\_\_\_\_  
Authorized Signatory Title

**VANCOUVER SCHOOL BOARD**

Per: \_\_\_\_\_  
Authorized Signatory Title

Per: \_\_\_\_\_  
Authorized Signatory Title



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