



Section Five: Instructional Programs

**542B - MEMORANDUM OF UNDERSTANDING
FOR EDUCATIONAL PROGRAMS WITH EXTERNAL PARTNERSHIPS (*APPENDIX*)**

This Memorandum of Understanding executed this _____ day of _____, ~~2013~~ 20_____.

BETWEEN

_____ (hereinafter called _____)

AND

School District No. 23 (hereinafter called SD 23)

Collectively known as the "Parties"

WHEREAS:

- A. The Parties wish to support the educational goals of students in the Central Okanagan;
- B. [insert information];
- C. [insert information];
- D. [insert information].

THEREFORE, THE PARTIES AGREE TO THE FOLLOWING:

PURPOSE

The Purpose of this MOU is to establish an operational framework for the establishment and implementation of a _____ in the Central Okanagan, operating as the (program name), including:

- 1. Outlining the roles and responsibilities of the Parties in operation of the (program name);
- 2. Outlining the terms and conditions for the (program name).

ROLES AND RESPONSIBILITIES

- 1. The _____ will:
 - a. [detail delivery of the program]
 - b. [detail time spent in the program and time spent at the school].
- 2. The academic curriculum for students enrolled in the _____ will:
 - a. [Indicate who will be providing the curriculum to the participants]
 - b. [Indicate if course credits will be obtained and how]
 - c. [Indicate course delivery options]
 - i. Academic Courses



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- ii. Board/Authority Authorized Courses
 - iii. Independent Directed Studies
 - iv. Online Learning
 - v. Blended Learning
 - vi. Etc.
- d. [indicate other services that may be provided (i.e. counselling)]
3. Each of the Parties will contribute to the establishment and operation of the _____ within their general area of responsibility as follows:
- a. _____ **will: [sample points to consider – some may move to SD23]**
 - i. Be the lead agency responsible for the delivery and operation of the _____ Program in the Central Okanagan.
 - ii. Collaborate with SD 23, other partners on program and curriculum development.
 - iii. Provide staff support to coordinate all aspects of program delivery and operation.
 - iv. Be responsible for student identification and recruitment, in partnership with SD 23.
 - v. Develop and provide core related competencies to be addressed through the _____ Program.
 - vi. Work jointly with SD 23 on curriculum development and delivery.
 - vii. Provide training facility access, classroom space and equipment for program delivery.
 - viii. Set program fees in consultation with SD 23.
 - ix. Provide financial support to students requiring financial assistance to participate
 - x. Deliver a _____ program.
 - xi. Provide transportation services associated with program participation.
 - xii. Ensure all program participants have insurance coverage during their involvement in the program.
 - xiii. Coordinate all public announcements regarding the program, in consultation with SD 23.
 - b. **SD 23 will: [sample points to consider some may move to provider]**
 - i. Operate within the parameters of the School Act and regulations and authority of the Board of Education, follow all relevant Board policies and conform with collective agreements;
 - ii. Be responsible for the delivery of academic, Board/Authority Authorized Courses and distant education courses as part of the program;
 - iii. Provide a certified teacher to deliver approved courses;
 - iv. Ensure equitable access opportunities for students;
 - v. Design, implement, supervise, assess, and evaluate the academic portion of the program, including:
 - 1. Curriculum development and delivery
 - 2. Assessment and reporting of student achievement



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3. Academic support for students
4. Ensuring students adhere to appropriate code of conduct
5. Maintaining academic records
6. Liaising with parents re: academics
7. Working with students to help ensure that students meet graduation requirements.
8. Liaising with school administration, counsellors, and teachers.

Conflict Resolution

1. The MOU may be revised with the written agreement of both Parties.
2. In a case where the Parties cannot reach agreement, the matter will be referred for resolution to a group comprised of representatives from _____ and SD 23 administration. In the event a resolution cannot be reached, the Parties will refer the matter to mediation conducted under the mediation rules of the BC Mediator Roster Society, and then to arbitration under the *Commercial Arbitration Act* of BC.

Indemnity

1. The _____ will indemnify and hold harmless SD 23 from and against all liabilities, causes of action, losses, claims, damages, judgments, fines, penalties, charges, settlement amounts, costs, expenses and reasonable legal fees arising out of or relating to:
 - a. a breach of any representation, covenant or agreement in this MOU by _____; or
 - b. any wrongful or negligent act or omission by the staff of _____.
2. SD 23 will indemnify and hold harmless _____ from and against all liabilities, causes of action, losses, claims, damages, judgments, fines, penalties charges, settlement amounts, costs, expenses and reasonable legal fees arising out of or relating to:
 - a. a breach of any representation, covenant or agreement in this MOU by SD 23; or
 - b. any wrongful or negligent act or omission of the staff of SD 23.
3. The obligations of clauses 1 and 2 above shall survive the termination for any reason of this MOU, whether such termination is effected by _____ or by SD 23, or upon the expiration of the Term.

General

1. This MOU will inure to the benefit of and be binding upon the Parties hereto and their lawful heirs, executors, administrators, successors and assigns. This MOU will not be assigned in whole or part without the written consent of the Parties.
2. If any part of this MOU is determined to be void or unenforceable in whole or in part, it shall not be deemed to affect or impair the validity of any other part hereof which shall continue in full force and effect.
3. This MOU constitutes the entire agreement between the Parties. It is expressly understood and agreed that no representations, inducements, promises nor agreements oral or otherwise between the



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parties not embodied herein shall be of any force or effect. No changes or modifications to the MOU shall be valid unless in writing and signed by each Party.

4. The laws of the Province of British Columbia and the laws of Canada applicable therein shall govern this MOU.

TERMS AND CONDITIONS

1. [Comment on the handling of the finance and administration of the program]
2. The MOU shall come into effect _____ 20____, and will be reviewed annually, on or before July 15 of any calendar year, to update and amend by agreement of the Parties, as required.
3. Any Party may provide notice of its intent not to renew its participation in the MOU by providing written notice, and adequate student transition time, to the Parties by April 1 of any calendar year.

IN WITNESS WHEREOF the Parties have hereto executed this MOU by their duly authorized representatives on the dates indicated:

SIGNED:

Name:
Title:
Organization:

Date

Secretary-Treasurer
School District No. 23

Date

Date Agreed: September 25, 2013
Date Amended: January 27, 2021
Date Reviewed: February 12, 2014
Related Documents: