

MISSION COMMUNITY JUSTICE RESOLUTION AGREEMENT

BETWEEN

THE DISTRICT OF MISSION

AND

SCHOOL DISTRICT #75

**RESPECTING
SD #75 REFERRALS OF STUDENTS,
PROVISION OF RELATED SERVICES
AND SUPPORT BETWEEN THESE TWO ORGANIZATIONS.**

MISSION COMMUNITY JUSTICE RESOLUTION AGREEMENT

BETWEEN:

SCHOOL DISTRICT #75

(Hereinafter referred to as "SD#75")

AND

THE DISTRICT OF MISSION

(Hereinafter referred to as "Mission")

WHEREAS:

- A. Mission provides services to community members of Mission, with respect to assisting community members to peacefully resolve conflicts, through a program known as RAP.
- B. In accordance with the principles, objectives and requirements of School District #75, Student Conduct District Policy SD#75 (Policy #1015) may assess that in the case of certain students alleged to have committed certain misconducts, it is sufficient to refer the student to RAP to assist the student not to commit offences and to resolve any harms or conflict incurred as a result of their actions
- C. This Agreement is intended to facilitate the referral, by SD#75, of persons to RAP in order that they may participate in and receive benefits of the services provided by RAP as detailed in this Agreement.

SECTION 1 INTERPRETATION

In this Agreement each of the following terms shall, unless the context otherwise requires, have the meaning set out beside it:

- a. **"Agreement"** refers to the Mission Community Justice Resolution Agreement.
- b. **"Authorized Employee"** means the RAP Program Coordinator, trained volunteer Program Facilitator, staff member or volunteer who provides Program services, other services or in any manner works with students referred by SD#75.
- c. **"Authorized Purpose"** in relation to Protected Information means for the purpose of providing services to assist a student not to engage in misconduct and specifically, to provide the services detailed in Schedule "A", subject to the requirements and restrictions contained in the School Act.
- d. **"Contractor"** means the RAP Program Coordinator, retained by the District of Mission
- e. **"FOIPPA"** means the *Freedom of Information and Protection of Privacy* R.S.B. C. 1996

- f. **“Personal Information”** means recorded information about an identifiable individual, in accordance with the definition contained in the *Freedom of Information and Protection of Privacy Act* R.S.B.C. 1996 c. 165 (the “FOIPP Act”).
- g. **“Program Co-ordinator”** means the individual retained by the District of Mission responsible for overseeing the program or services offered through the District of Mission, RAP program and services.
- h. **“Protected Information”** includes Personal Information and means information concerning any offence or the investigation of any offence under the YCJ Act or any other enactment, including SD#75 Student Conduct Policy (Policy #1015) alleged to have been committed by a student, including the name of the student and any information that would identify the student, and includes, without limitation, any excerpts of, synopses or copies made of such information.
- i. **“RAP”** means the District of Mission, Responsibility, Accountability Peacemaking program or services, a restorative justice program for students intended to assist a student not to engage in misconduct as set out and described in **Schedule “A”** to this Agreement.
- j. **“Record”** includes any thing on which information is recorded or stored by graphic, electronic, mechanical or other means.
- k. **“Student”** means a person enrolled in a school within SD #75.
- l. **“YCJA”** means the *Youth Criminal Justice Act* 2002.

SECTION 2 PROGRAM ADMINISTRATION

- 2.1 Mission, through District of Mission Committee of Council and the RAP Program Co-ordinator will administer the terms and conditions of this agreement, including all aspects of the delivery of services provided for within this agreement.

SECTION 3 REFERRAL OF STUDENTS

- 3.1 SD#75 will assess the eligibility and suitability of students for referral to RAP in accordance with School District #75 Policy.

Consideration for suitable referrals by SD#75 will relate to assessing the acceptance of responsibility by the person alleged to have committed an offence and their willingness to participate in a restorative process, identification and willingness of a victim(s) participation in a restorative process, the level of the offence alleged to have taken place in accordance with School District Policy and the person’s history. The referring school administrator should be able to demonstrate that the harm done or the conflict has impacted or is impacting on the larger community. Consultation between SD#75 with RAP Program staff is encouraged prior to determining the suitability of referrals to RAP.

- 3.2 RAP agrees to accept referrals from SD#75 of students assessed by SD#75 to be eligible and suitable in accordance with the criteria set out in the School District Policy and who consent to participate in a RAP restorative resolution.

- 3.3 SD#75 will provide RAP with Protected Information regarding the student necessary for RAP to make its own assessment as to the suitability of the student for participation in its Program and to effectively engage the student in the Program. Protected Information will be provided by SD#75 subject to and in accordance with the requirements of School District Policy. Parents and/or guardians of SD #75 referred individuals under the age of 19, will be consulted regarding the referral to RAP.
- 3.4 RAP retains the right to refuse any student referred by SD#75 on the basis of RAP's own assessment as to the suitability or Program capacity.

SECTION 4 PROGRAM STAFFING

- 4.1 Mission agrees to appoint a Program Coordinator and trained volunteer Program Facilitators. All Facilitators shall be trained in Victim-Offender Mediation, Restorative Justice Conferencing and Circles.
- 4.2 RAP shall, in accordance with the Criminal Records Review Act and SD#75 Volunteer Policy (#3015), undertake a criminal record check with respect to each RAP staff member and volunteer who provides Program services, other services or in any manner works with, students referred by SD#75, or who has access to Protected Information. All RAP Staff and Volunteers must comply with SD#75 Volunteer Policy (#3015).

SECTION 5 PROGRAM DESCRIPTION AND DETAILS

- 5.1 RAP agrees to engage SD#75 referred students in a RAP restorative resolution process, and will provide the component services of the Program, as set out and detailed in the "RAP – Responsibility Accountability Peacemaking - Service" attached as **Schedule "A"** to this AGREEMENT.

SECTION 6 OWNERSHIP, MANAGEMENT AND SECURITY OF SD#75 DISCLOSED RECORDS AND PROTECTED INFORMATION

- 6.1 SD#75 agrees to provide RAP with Protected Information about students referred to RAP Program for the sole purpose of allowing RAP to engage the referred students in the Program.
- 6.2 RAP acknowledges that the use and disclosure of any Protected Information received from SD#75 is subject to the provisions of School District Policy and Procedures and furthermore, that any unauthorized disclosure may amount to an offence under the YCJA (section 138) and/or the FOIPPA (section 74.1).
- 6.3 RAP shall take all responsible steps to ensure that only Authorized Employees are given access to recorded documentation provided by SD#75 containing Protected Information and that access is only given to permit Authorized Employees in carrying out their Program duties.

- 6.4 RAP is not required to notify or consult with SD#75 in advance of using Protected Information for Authorized Purposes.
- 6.5 RAP shall require and ensure that every Authorized Employee is bound by confidentially agreements restricting their use and disclosure of any Protected Information provided by SD#75.
- 6.6 RAP shall ensure that any recorded documentation obtained from SD#75 containing Protected Information remain on the premises of RAP, unless such a record is being transported for return to SD#75.
- 6.7 Whenever records containing Protected Information received from SD#75 are not in specific use in relation to the Program, RAP shall secure the recorded documentation in a locked cabinet.
- 6.8 RAP agrees to keep all records containing Protected Information segregated from other documents to the extent it is practical to do so.
- 6.9 RAP will keep SD#75 advised at all times of the location of premises at which RAP is keeping records containing Protected Information obtained from SD#75.
- 6.10 RAP shall return all recorded documentation provided by SD#75 containing Protected Information in relation to a specific referred person, no later than 90 days after RAP considers the person's participation in the Program to be completed, or in any event, immediately upon termination of this AGREEMENT.
- 6.11 RAP agrees that all records and any copies made of these records, received or obtained from SD#75 remain the property of SD#75 and will be immediately returned to SD#75 upon request. RAP waives any moral rights which RAP or any of their employees may have in SD#75 records in favour of SD#75.
- 6.12 For the purposes of RAP case file management processing, SD#75 agrees that copies of records can be made by RAP. RAP will retain records of the numbers of copies taken of SD#75 records made, will provide documentation to support these records to SD#75 upon request and will destroy these copies upon the completion of a file. The destruction of copies will be via shredding.
- 6.13 RAP will comply with any request from SD#75 in relation to the management or return of records received from SD#75, necessary for SD#75 to comply with its duties under the FOIPP Act or other applicable laws.
- 6.14 RAP agrees not to permit the destruction of any records received from SD#75 without the prior written consent of SD#75, except where required by applicable law.

SECTION 7 OWNERSHIP AND MANAGEMENT OF RAP RECORDS

- 7.1 RAP will create and maintain adequate and reasonable information systems to enable RAP to provide the component services of the Program.
- 7.2 RAP agrees to create and maintain records documenting the Program participation, progress and outcome of every person referred by SD#75 and to make such records available to SD#75 for inspection on request. Such records will not include records containing Protected Information received by RAP from SD#75.
- 7.3 RAP will ensure that adequate and reasonable information systems security measures are taken, in particular with respect to Protected Information.

SECTION 8 MANAGEMENT OF REQUESTS AND APPLICATIONS FOR THE PRODUCTION OF RECORDS

- 8.1 The parties acknowledge that any records received from the other are received in confidence and they will not permit disclosure of the other party's documents without the prior written consent of the other party, except in accordance with this Agreement or where required by law.
- 8.2 A party receiving a subpoena or other application for a court order to complete production of records supplied by the other party, shall immediately notify the other party and provide details of the records or Protected Information to which the subpoena or other court application refers.
- 8.3 A party receiving a request pursuant to the FOIPP Act or pursuant to private sector personal information protection legislation (for example, Bill 39 – 2003, the *Personal Information Protection Act*), having the effect of requiring a party to disclose records produced by the other party, whether containing Protected Information or not, shall forthwith notify the party of the request and shall as soon as practicable, and if not prohibited by law, return the requested records to the party.
- 8.3 This section of this Agreement remains in force after this Agreement ends.

SECTION 9 REPORTING

- 9.1 RAP will periodically provide SD#75 with summary reports outlining the progress of individual SD#75 referred persons in RAP Program.
- 9.2 Upon the conclusion of every individual SD#75 referred student's participation in the Program, RAP will provide SD#75 with a concluding report detailing the results of the student's participation in the Program and the results of the restorative process.

9.3 RAP will submit an annual report to SD#75 detailing the following information, as well as other information RAP considers or the parties agree to be relevant to assessing the performance of the Program:

- The quantity of services, by hours and meetings, number of sessions and any variance from expected and contracted deliverables; and
- A description of the clients who used the services during year by total number, gender, age and any other demographics relevant to the purposes and goals of the services.
- The annual reporting time period will include the period, April 1 – to March 31. With the annual report being delivered to SD #75 on or before April 30.

SECTION 10 DISPUTE RESOLUTION

10.1 Any disputes concerning the interpretation of this Agreement will be resolved through consultation between the designated representatives of the signatories to this Agreement.

SECTION 11 REVIEW, AMENDMENT, TERMINATION AND EXECUTION

11.1 This Agreement shall remain in force for a period of five years from the latter date of signature below, unless subject to prior termination by either party.

11.2 This Agreement may be renewed or extended at any time by written agreement and signature of the parties.

11.3 This Agreement shall be reviewed by the parties on or before the one year anniversary of its signing and may also be reviewed and discussed periodically by designated representatives of SD#75 and Mission and can be amended at any time by mutual agreement of both parties. All amendments shall be made in writing and signed by both parties.

11.4 The Parties agree to meet periodically to review the Program and any other issues of mutual concern, including the following:

- Program elements, including hours of operation;
- Access Criteria;
- Intake and Referral Processes;
- Exceptions to normal practice;
- Critical Incident reporting procedures;
- Issues Management; and
- Program Liaison.

11.5 Either party will advise the other, as soon as practicable, in the event that its policies or procedures change in a manner affecting this Agreement or RAP program, and any required amendment to this Agreement or the Program that results will be only be made with the consent of both parties, in writing, and in accordance with this paragraph.

11.6 Either party to this Agreement may terminate participation in this Agreement upon provision of seven (7) days written notice to the party of the intention to terminate this Agreement. SD#75 may immediately terminate their Agreement if RAP uses or discloses SD#75 supplied Protected Information for anything other than an Authorized Purpose.

11.7 This Agreement states the wishes of the parties in relation to the referral of students by SD#75, the provision of services by RAP to students referred, and the disclosure, collection and use of Protected Information. However, this Agreement is not a legally binding document.

SECTION 12 FUNDING TRANSPARENCY

12.1 On request, Mission shall disclose to SD#75 all sources of funding RAP receives to operate the Program or any other program offered by RAP.

SECTION 13 INSURANCE REQUIREMENTS

13.1 Mission and SD#75 mutually covenant and agree to indemnify and save harmless each for the other against any and all manner of liability, actions, causes of action, prosecution, claims, fines, demands, damages, losses, costs or expenses for property damage, personal injury including death in any way occurring, or for breach of any bylaw, statute, regulation, and by whosoever made brought or prosecuted, which either party may sustain or be put to, in any manner based upon, occasioned by, or attributable to the execution of this agreement, or arising out of any conduct of the contractor, its agents, invitees, or servants related to the execution of this agreement. The obligations in this clause shall survive any expiry, termination, or completion of the agreement, anything to the contrary notwithstanding. Prior to commencement of the works defined in this agreement, the contractor will provide to Mission and SD#75, proof of comprehensive general liability insurance in the amount of at least \$2,000,000 per occurrence in respect of any prosecution, injury or death to one or more persons, or property damage occurring as a result of any activities on the part of the contractor related to the completion of the works defined in this agreement. Mission will be named as an additional insured on this policy.

SECTION 14 INTERAGENCY COLLABORATIVE SUPPORT

14.1 SD#75 has agreed to provide the following considerations to RAP:

- That SD#75 supports RAP's Vision, Mission, Values and Guiding Principles as outlined in Appendix B.
- Support of RAP through the appointment of an ongoing SD#75 representative as a RAP Committee member.
- Subject to the approval of SD#75, interview, office and conferencing space, as needed by RAP to provide restorative resolution processes for persons referred to RAP will be provided by SD#75. There will be no charge levied for the provision of this space by SD#75 to RAP.

- Subject to the approval of SD#75, training space, as needed by RAP to provide training to volunteer facilitators and individuals engaged in supporting RAP will be provided by SD#75. There will be no charge levied for the provision of this space by SD#75 to RAP.
- The ongoing commitment of SD #75 to support the integration of Restorative Justice Practices within all schools through the provision of training, support policy and procedures.
- SD#75 agrees to provide monetary support on an annual basis to be determined in consultation with the SD#75 Representative, subject to availability of funding and approval by SD#75. Specifically, monetary support may be directed to include contributing to the provision of services for RAP program administration, conducting restorative resolution processes and training sessions, and in support of embracing the profile of restorative processes in the community.
- As an active partner, with prior consultation by SD #75, SD #75 agrees to be included in RAP promotional materials, presentations and related initiatives.

14.2 RAP have agreed to provide the following specific support to SD#75:

- Commitment to supporting the staff and volunteers of RAP living the Vision, Mission, Values and Guiding Principles and the Service Commitments of RAP as outlined in Appendix B.
- In conjunction with SD#75 staff, providing ongoing, joint training sessions for SD#75 employees, and orientation for new or transferring staff, as it relates to restorative justice practices and processes in the Mission School District.

SECTION 15 WAIVER

15.1 No action or failure to act by either party shall constitute a waiver of any right provided to that party under this Agreement nor shall any such action or failure to act constitute an approval or acquiescence in any breach there under, except as may be specified in writing.

SECTION 16 FEES

16.1 The parties agree that no fees or charges will be assessed against the other for referrals made under the terms of this Agreement. However, should the level of need for the services provided by RAP exceed the annual designated 15 referral intakes from SD #75, Mission may request SD #75 to provide funding to support these additional or increased services provided by RAP.

SECTION 17 NOTICE

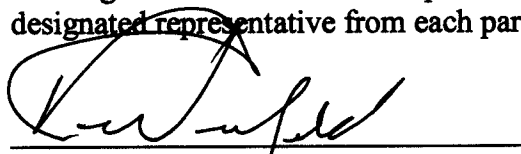
17.1 All notices or communication provided for in this Agreement shall be in writing and be mailed or delivered. For the purposes of delivery of notice, the addresses for delivery are:

F. Dunham
Superintendent of Schools
School District #75
33046 4th. Avenue
Mission, British Columbia
V2V 1S5
Tel. No.: 604-826-6286
Fax No.: 604-826-4640

D. Clark
Director of Corporate Administration
District of Mission
P.O. Box 20
Mission, British Columbia
V2V 4L9
Tel. No.: 604-820-3700
Fax No.: 604-820-3715

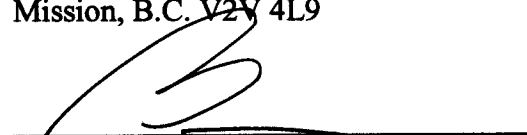
17.2 Any notice given by mail shall be deemed to have been given forty-eight (48) hours after the time it is posted.

This Agreement shall become operational upon the signing of this agreement by the appropriate designated representative from each party.



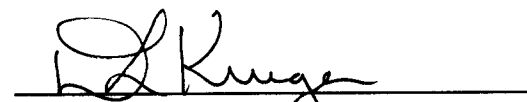
Mayor A. Neufeld
District of Mission
8645 Stave Lake Street
P.O. Box 20
Mission, B.C. V2V 4L9

NOV. 24, 2005
Date



D. Clark, Director of Corporate Administration
District of Mission
8645 Stave Lake Street
P.O. Box 20
Mission, B.C. V2V 4L9

NOV. 24, 2005
Date



Board Chair Diane Kruger
Board of Trustees
School District #75 (Mission)
33046 Fourth Avenue
Mission, B.C. V2V 1S5

Nov 15, 2005
Date



Frank Dunham
Superintendent of Schools
School District #75 (Mission)
33046 Fourth Avenue
Mission, B.C. V2V 1S5

Nov. 21, 2005
Date

Schedule "A"

RAP – Responsibility Accountability Peacemaking

1. Program Description

This community based service is a restorative resolution program that brings together all parties affected by a harm caused to another person(s) or those person(s) in conflict with another person(s) in order to repair the harm caused or resolve the conflict.

The program is founded on the belief that a restorative justice process should create peace in communities by reconciling parties and repairing injuries caused by the dispute, thus creating obligations to make things right.

The program is geared towards students (as defined by the Public Schools Act) who are alleged to have committed an offence in SD#75 for which they could be disciplined.

The program has a capacity to accept 15 SD#75 referrals annually. The numbers of referrals accepted by RAP can be adjusted on an annual basis.

2. Desired Program Outcomes

The Victim Offender Mediation, Community Conferencing and Circle restorative resolution program intends to:

- Increase the number of persons accepting full responsibility for their behaviour including active participation in resolution;
- Increase the opportunity for persons impacted by a harm or conflict, to express their feelings and to participate in resolution mechanisms;
- Increase the positive outcomes from the restorative resolution process, including restoration of peace between persons who have harmed and persons harmed.
- Increase the capacity of persons referred to peacefully resolve conflict.

RAP does not warrant the desired outcomes will be achieved.

3. Program Participation

If referrals are deemed suitable and victim interest in and consent to participation is present, the Coordinator will assign the referral to a trained volunteer to complete a restorative resolution process.

4. General

RAP will provide all necessary components for delivery of the programs delineated below, including sufficient qualified program staff, administrative support premises, materials and equipment.

5. Operating Principles

RAP considers as its "clients", any referred persons, victims, families, their representatives, other support service providers, and authorities involved. The following operational principle will apply to the provision of the component services of the Program:

- Clients, whether their needs are simple or complex, short or long term, will receive timely, appropriate, and effective assistance that respects and promotes their independence and self determination within the limits of the available resources.

6. Advocacy

Advocacy includes a client's right for their views to be heard and considered in decisions affecting them and that no person will take retributive action towards another or a client as a result of that person supporting the client's the client's representative's expression of the client's views.

7. Cultural Competency

RAP will require all clients and participants in the Program to demonstrate an understanding and commitment to cultural competency and ensure cultural competency principles and practices are incorporated into the delivery of the Program's component services. The parties agree to work within the framework provided by the *Human Rights Act* and the *Multiculturalism Act* for the provision of youth services.

8. Religious Belief or Religious Affiliation

RAP will ensure that clients will be entitled to independence from religious beliefs or religious affiliations.

9. Client Complaint Resolution

In keeping with RAP's Values and Guiding Principles, the RAP Program Coordinator and if necessary the District of Mission, Director of Corporate Administration, will seek to resolve client complaints about the delivery of RAP program component services. RAP will comply with the Province's complaint process when a client complainant requests a formal review under the complaint review process of the Ministry of Children and Family Development.

10. Rights of Children in Care

Where RAP is providing services to children in care under the Child, Family and Community Services Act, RAP will provide those services in a manner consistent with the rights of children recognized under that Act to:

- Be involved in decisions that affect them;
- Have their language and culture respected;
- Know about and be helped in contacting the Child, Youth and Family Advocate;
- Speak in private to family and friends (if they want to and it is safe), or to a lawyer, the Ombudsman or the Child, Youth and Family Advocate.

Schedule “B”

Mission Restorative Resolutions - RAP

Vision

Mission Restorative Resolutions - RAP aspires to be a community-based service that supports, promotes and practices holistic processes and values intended to establish community connectivity, understanding and safety.

Mission

Our mission is to build a safer community through connecting, caring and restoring.

Values

Our values are considered to be *ways of being* which we as individuals and as a committee hold ourselves accountable to be:

Inclusive

Ethical

Safe

Respectful

Humble

Guiding Principles

Our guiding principles are the ways we seek to aspire to our Vision, achieve our Mission and express our Values.

That, as a service we are committed to:

- ❖ being community driven vs. institutionally represented
- ❖ developing and maintaining relationships with all stakeholders in our community; and operating as a collaborative interagency model
- ❖ acknowledging and addressing, to the best extent possible, the underlying factors and influences in the person’s life which led to the incident of harm and/or conflict
- ❖ seeking to facilitate healing and understanding as optimal outcomes
- ❖ providing a demonstrable benefit to the community
- ❖ promoting the resolution of conflict and/or incidents of harm through dialogue and in a manner which is consistent with the principles of restorative justice
- ❖ supporting and educating members of the community to recognize their responsibility for creating harmonious, inclusive and peaceful relationships, and taking an active role in resolving conflicts which occur within it
- ❖ recognizing the needs of all affected people and addressed in the resolution of crime and/or conflict.
- ❖ providing restorative resolution learning opportunities for volunteers, committee members and community members at large
- ❖ making the best decisions we can with the information at hand
- ❖ identifying the gifts and strengths in our community and seeking to address community needs.