

**BRITISH COLUMBIA GLOBAL EDUCATION PROGRAM - OFFSHORE SCHOOLS**  
**CERTIFICATION AGREEMENT**

THIS AGREEMENT made the «Day»<sup>th</sup> day of «Month», «Year»

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF  
BRITISH COLUMBIA, represented by the Minister of Education

(the "Province")

OF THE FIRST PART

AND:

«OwnerOperator», a registered «Type\_Society\_or\_Corporation»,  
incorporated under the laws of «Country», Certificate of Incorporation No.  
or registration document No. (delete the one that does not apply)  
«Incorporation\_or\_Registration\_No», and having an office at «Address»,  
«City», «ProvinceState», «Country», «Postal\_Code»

(the "Owner/Operator")

OF THE SECOND PART

**WHEREAS:**

- A. The Owner/Operator has met the Province's requirements under the Pre-Certification Agreement and is authorized by the Province to operate «School\_Name» as a Certified School under the terms of this Agreement.
- B. The Province will conduct periodic inspections of the School to ensure that it continues to meet the requirements for Certification.
- C. If the Owner/Operator continues to meet the Province's requirements for Certification, the Province may renew this Agreement and the Owner/Operator may continue to certify the School under the terms and conditions of this Agreement as amended from time to time.

NOW THEREFORE, in consideration of these premises and other good and valuable consideration (the receipt and sufficiency of which is acknowledged by each of the parties), the parties agree as follows:

## 1.00 DEFINITIONS

1.01 In this Agreement:

“Agreement Term” means the period set out in paragraph 2.00 of this Agreement during which the Owner/Operator is authorized to operate the School under this Agreement;

“Annual Report” means the report that must be submitted to the Ministry under paragraph 13.07, in accordance with Program Requirements, including the Inspection Catalogue, the report on the Business Plan, and the Owner/Operator’s financial statements, audited by a 3<sup>rd</sup> party and in alignment with international accounting standards, submitted under paragraph 2 of Schedule “A”;

"Approved Distributed Learning Service Provider" means an entity listed in Schedule "G" to deliver the British Columbia Curriculum by Distributed Learning as part of the educational program delivered at the School;

"Authorized Person" means a person who holds a British Columbia Certificate of Qualification or British Columbia Independent School Subject- Restricted Teaching Certificate and is employed by the Owner/Operator to teach, serve as an administrator or supervise at the School;

"British Columbia Certificate of Graduation" (Dogwood Diploma) means the graduation certificate:

- in the form set out in section 2(1) and (2)(a) of Ministerial Order 164/96, the Student Credentials Order, enacted under the *School Act*,
- that the Minister may issue under section 168(6)(a)(ii) of the *School Act* to a person who has successfully met the general requirements for graduation established by order of the British Columbia Minister of Education.

"British Columbia Certificate of Qualification" means a certificate of qualification or an independent school teaching certificate, as applicable, issued under s. 30 of the *Teachers Act* or continued under s. 91 of the *Teachers Act* but does not include any other type of certificate;

“British Columbia Curriculum” or “British Columbia Curriculum” means the subject area ‘Curriculum Guide’, ‘Integrated Resource Package’ or ‘Program Guide’ referred to in the Ministerial Order M333/99 and documents published by the British Columbia Ministry of Education and

specified as Educational Program Guides and resources in the Ministerial Order 333/99, the Educational Program Guide Order enacted under the *School Act*,

“Business Plan” means the plan that the Owner/Operator must, in accordance with the Program Requirements, have submitted under paragraph 2 of Schedule “A” as a pre-condition to entering this Agreement and must update annually under paragraph 13.07;

- (a) during the Agreement Term;
- (b) if this Agreement is renewed under paragraph 2.02;

“Certified School” means a school, operating within the British Columbia Global Education Program – Offshore Schools, that is authorized to offer the British Columbia Curriculum in educational programs leading towards a British Columbia Certificate of Graduation under the authority of a Certification Agreement with the Province;

“Certification” means the authorization granted by the Province to operate a Certified School;

"Commissioner" means the person appointed under s.2 of the *Teachers Act*;

"Director, International Education" means the Director of the International Education Branch of the British Columbia Ministry of Education;

“Distributed Learning” means a method of instruction that relies primarily on indirect communication between Students and teachers, including internet or other electronic-based delivery, and teleconferencing or correspondence;

“Educational Material” means the British Columbia Curriculum, Provincial Examinations and the Website Materials;

“Educational Program Guide” means an educational program guide set out in Ministerial Order 333/99, the Educational Program Guide Order, enacted under the *School Act*, with the exception of those set out under subsections 1 (f) and (g);

"Event of Default" means any of the events described in paragraph 27.01;

“Graduation Program” means the educational program in Grades 10, 11 and 12 offered at a School which has been granted Certification to offer the British Columbia Curriculum in a program that leads towards graduation with a British Columbia Certificate of Graduation;

"*Independent School Act*" means the *Independent School Act*, R.S.B.C. 1996, c. 216;

"Inspection Catalogue" means the inspection documents prepared in accordance with the Program Requirements which the Owner/Operator must complete in support of the Province's inspection process;

"Inspection Report" means the final report in English prepared by the inspection team retained by the Province to conduct the Province's inspection process;

"Learning Audit" means a comprehensive review, conducted at the Province's sole discretion, by a team of educators appointed by the Province, of the quality of educational programming delivered at the School;

"Offshore School Representative" means the person who has been retained by the Owner/Operator under paragraph 14.01 to fulfill the duties under paragraphs 1-9 of Part II of Schedule "B", and whose appointment has been approved by the Director of International Education;

"Owner/Operator" means a non-governmental legal entity incorporated in the jurisdiction in which the School will operate that is a party to this Agreement. For clarity, the Owner/Operator must not be a government organization, a School District Business Company, or a foreign affiliate of a School District Business Company;

"Personal Education Number" means a unique identification number assigned to a person under the *School Act*;

"Pre-Certification Agreement" means the Agreement under the British Columbia Global Education Program – Offshore Schools under which the Owner/Operator must have successfully operated the School for a period of time acceptable to the Province as a pre-requisite to entering this Agreement;

"Principal" means the School administrator employed by the Owner/Operator who meets all of the requirements set out in paragraph 1 of Part III of Schedule "B" and is responsible for all of the duties set out in paragraph 3 of Part III of Schedule "B".

"Probationary Status" means the status imposed by the Province pursuant to paragraph 26.00 under which the Owner/Operator must demonstrate that it is operating the School in compliance with the terms of this Agreement in a time period specified by the Province;

“Program Requirements” means the British Columbia Global Education Program – Offshore Schools requirements established by the Province, and modified from time to time at the Province’s sole discretion, which are posted on the Ministry of Education website at the following URL:

<http://www2.gov.bc.ca/gov/content/education-training/administration/kindergarten-to-grade-12/international-education>

“Provincial Examinations” means the British Columbia examinations for the parts of the British Columbia Curriculum that are provincially examinable as determined in Ministerial Orders M302/04, the Graduation Program Order and M410/04, the Provincial Examinations Order enacted under the *School Act*. References in such Ministerial Orders to “international students” apply to Students under this Agreement;

“Provincial Examination Schedule for Offshore Schools” means the schedule that Certified Schools follow when writing Provincial Examinations;

“School” means the educational institution called «School\_Name»:

- (a) located in «School\_City», «School\_ProvinceState» in «School\_Country»,
- (b) in which the Owner/Operator provides educational programs under this Agreement under the supervision of an Offshore School Representative and Principal, or a Principal only, retained or employed, as the case may be, by the Owner/Operator, and
- (c) includes the Students, teachers and facilities associated with the provision of the educational programs under this Agreement;

“School Age” means the age between the date on which a person is permitted to enroll in a school and the end of the school year in which the person reaches the age of 19 years;

“*School Act*” means the *School Act*, R.S.B.C. 1996, c. 412;

“School District Business Company” means a School District Business Company incorporated pursuant to Part 6.1 of the *School Act*;

"School Year" means the period beginning on July 1 in each year and ending on June 30 in the following year unless otherwise specified by the Province;

"Student" means a person of School Age enrolled in the School;

"Student Record" means the records of information in written or electronic form pertaining to each Student maintained by the Owner/Operator in conformity with the requirements set out in paragraph 13.04;

"Student Report" means the report that must be prepared and maintained under paragraph 12.01 and delivered to Students or their parents under paragraph 12.02;

"*Teachers Act*" means the *Teachers Act*, S.B.C. 2011, c. 19;

"Teacher Regulation Branch" means the British Columbia Teacher Regulation Branch of the British Columbia Ministry of Education;

"Vice Principal" means the Authorized Person retained under paragraph 15.02; and

"Website Materials" means the documents identified as 'Curriculum Documents' and 'Support Materials' that are accessible at <http://www.bced.gov.bc.ca/irp/welcome.php>, or such other internet address as the Province may advise the Owner/Operator in writing.

## **2.00 AGREEMENT TERM**

2.01 Subject to paragraph 2.02, the Agreement Term commences on the first day of the School Year in the year in which the Agreement is executed and ends on the last day of that School Year.

2.02 The Agreement Term may be renewed at the Province's sole discretion if the Province is satisfied that the Owner/Operator continues to meet all of the Province's requirements for Certification.

## **3.00 PROVINCIAL COMMITMENTS**

3.01 The Province grants Certification for the School, including authority for the Owner/Operator to use the Educational Materials in accordance with the terms of this Agreement, including without limitation those terms set out in paragraph 11.00, for the purposes of operating the School.

3.02 The Province will permit the Owner/Operator to refer to the British Columbia Curriculum and the Agreement as specifically set out in paragraphs 7.01 and 7.02 to indicate that the School is offering a program under this Agreement with the Province.

3.03 The Province will, at a time that the Province considers appropriate, provide the Owner/Operator with:

- (a) access to relevant electronic Provincial Examinations as per the Provincial Examination Schedule for Offshore Schools;
- (b) evaluation materials to mark applicable Provincial Examinations;
- (c) scoring of the completed Provincial Examinations; and
- (d) a transcript of the final grades for the parts of the British Columbia Curriculum numbered 10, 11 and 12 for each Student, in accordance with the Program Requirements.

3.04 The Minister may provide British Columbia Certificates of Graduation under s. 168 (6) (a) (ii) of the *School Act* to eligible Students who have met the Program Requirements and the British Columbia graduation requirements at the School as set out in Ministerial Order 302/04, the Graduation Program Order, enacted under the *School Act* and as determined by Province.

3.05 The Province will inspect the School in accordance with the terms of this Agreement and will provide the Owner/Operator with a copy of each Inspection Report prepared in relation to the School as soon as reasonably possible after the Province's inspection process under paragraph 21.00 or 22.00 has been completed.

3.06 The Inspection Report referred to in paragraph 3.05 will provide the Province with information to support the Province's decision with respect to the Owner/Operator's eligibility to continue Certification of the School.

#### **4.00 QUALIFICATION CRITERIA FOR OWNER/OPERATORS**

4.01 The Owner/Operator represents and warrants for the purposes of paragraph 27.01(c) that the qualification requirements set out in Schedule "A" have been met.

4.02 The Owner/Operator must provide the Province at the Province's request with:

- (a) written confirmation from the appropriate government entity with paramount responsibility for education in the jurisdiction in which the School is located that the Owner/Operator has obtained:

- (i) written approval; or
- (ii) a letter of no objection;

to obtain Certification for the School and operate the School under this Certification Agreement.

4.03 The Province may at its sole discretion contact the government office identified in paragraph 4.02(a) to confirm that the information provided by the Owner/Operator is accurate and true.

## **5.00 RELATIONSHIP**

- 5.01 No partnership, joint venture, agency or other legal entity will be created by or will be deemed to be created by this Agreement or any actions of the parties pursuant to this Agreement.
- 5.02 The Owner/Operator is not a servant, employee or agent of the Province.
- 5.03 The Owner/Operator must not in any manner whatsoever commit or purport to commit the Province or any of its officials or contractors to any course of action, obligation or otherwise.

## **6.00 OWNER/OPERATOR REPRESENTATIONS, WARRANTIES AND OBLIGATIONS**

- 6.01 The Owner/Operator represents and warrants to the Province, with the intention that the Province will rely thereon in entering into this Agreement and throughout the Agreement Term, that:
- (a) there is no law or decision of a governmental entity, which would prohibit the Owner/Operator from entering into this Agreement with the Province;
  - (b) this Agreement has been legally and validly authorized and executed by the Owner/Operator and is legally binding upon and enforceable against the Owner/Operator in accordance with its terms; and
  - (c) the Owner/Operator:
    - (i) will directly operate the School and is solely responsible for its operation;
    - (ii) has the power and capacity to accept and execute this Agreement;
    - (iii) has the power and capacity to perform its obligations under this Agreement and this Agreement is binding upon and enforceable against the Owner/Operator in accordance with its terms;
    - (iv) does not know of any fact that adversely affects, or might adversely affect, in a material way, the Owner/Operator's properties, assets, condition (financial or otherwise), business or operations or its ability to fulfill its obligations under this Agreement;
    - (v) has all the rights necessary to operate the School and use the facilities for the purposes of the School; and
    - (vi) will operate the School in accordance with the laws of «School\_Country».



- 6.02 All statements contained in any certificate, application or other document delivered before or during the continuation of this Agreement, by or on behalf of the Owner/Operator to the Province under this Agreement or in connection with the School and the provision of an educational program under this Agreement will be deemed to be representations and warranties by the Owner/Operator under this Agreement.
- 6.03 All representations, warranties, covenants and agreements made herein and all certificates, applications or other documents delivered by or on behalf of the Owner/Operator are material and will conclusively be deemed to have been relied upon by the Province and will continue in full force and effect during the continuation of this Agreement.
- 6.04 The Owner/Operator must, if requested by the Province, provide evidence satisfactory to the Province that the representations and warranties are true and correct and that the Owner/Operator's obligations under this Agreement have been met.
- 6.05 The Owner/Operator must not transfer, sell or license the whole or portions of this Agreement without the prior written approval of the Province.
- 6.06 Material changes to the Owner/Operator are forbidden under this Agreement without the prior written approval of the Province. Material changes include (but are not limited to) changes in the Owner/Operator's governance, business, or administrative structure, including a change to the majority shareholder or controlling interest.

## **7.00 INFORMATION AND PUBLIC ANNOUNCEMENTS**

- 7.01 The Owner/Operator must ensure that:
- (a) all communications, including publications and promotional materials, accurately set out the amount of fees and other monies payable under this Agreement to the Province; and
  - (b) the School's educational program, fees, accommodation and policies pertaining to the refund of fees or other costs are consistent with any promotional material or other informational material published or supplied by the Owner/Operator, including information on the Owner/Operator's websites and on sites that link with other programs and/or organizations.
- 7.02 The Owner/Operator may state in its publications that:
- (a) the "School has been granted Certification status under the British Columbia Global Education Program – Offshore Schools";

- (b) the “Owner/Operator has entered a Certification Agreement with the Province under the British Columbia Global Education Program – Offshore Schools”;
- (c) it is “operating a British Columbia Certified School”; and/or
- (d) it has “authority to offer educational programs at the School leading to British Columbia Certificates of Graduation”.

but must not use any other phrase to denote accreditation or Certification by the Province.

## **8.00 CONDITIONS TO OPERATE THE SCHOOL**

- 8.01 The Owner/Operator is solely responsible for the School and for operating the School in compliance with all requirements under this Agreement, including without limitation, the requirements under Schedule “B”.
- 8.02 The Owner/Operator must monitor and at all times remain in full compliance with the most current version of the Program Requirements.
- 8.03 The Owner/Operator may only operate the School during the Agreement Term unless specified by the Province.
- 8.04 The School approved under this Agreement is for the specific location identified in this Agreement and is not transferrable to a new location and/or campus without prior written approval from the Province.
- 8.05 The Owner/Operator must be able to demonstrate to the satisfaction of the Province reasonable efforts to establish and maintain relationships with a British Columbia K-12 public or certified independent school that will facilitate a ‘twin-school’ arrangement between the School and a British Columbia K-12 public or certified independent school in accordance with the Program Requirements as a part of the British Columbia Global Education Program – Offshore Schools.
- 8.06 The Owner/Operator must throughout the Agreement Term:
  - (a) comply with any direction or request made by the Province related to the operation or administration of the School or relating to this Agreement as soon as practically possible; and
  - (b) comply with all applicable laws, bylaws, orders, directions, rules and regulations of any city, state, provincial and national government body in «School\_Country» or branch or agency thereof directly or indirectly applicable to the Owner/Operator, the School or this Agreement.
- 8.07 All Student admissions decisions must be made in accordance with the

Program Requirements, including, without limitation, that the Owner/Operator:

- (a) must not admit students to the School who do not demonstrate English language proficiency in accordance with the Program Requirements; and
- (b) must ensure that each Student has completed an English language assessment in accordance with the Program Requirements and that the assessment:
  - i. is administered within the last calendar year;
  - ii. is approved as an assessment instrument by the Province;
  - iii. is administered directly by the Principal or directly by an Authorized Person under the supervision of the Principal; and
  - iv. includes written verification by the Principal of the Student's results.

- 8.08 The Owner/Operator must be able to demonstrate, to the satisfaction of the Province, that each Student's level of English language proficiency was, at the time of his or her admission, adequate to enable that Student to meet or exceed the learning outcomes identified in the Educational Program Guides.
- 8.09 The Owner/Operator must provide, as part of its educational program, support to improve Students' achievement in English language proficiency during the Agreement Term as identified in the Program Requirements.
- 8.10 The Owner/Operator must ensure that it establishes and implements effective policies to ensure that school grades accurately reflect each Student's achievement in the British Columbia Curriculum and that no significant discrepancies between school grades and Provincial Examination results occur.
- 8.11 The Owner/Operator must ensure that it establishes and implements effective policies and procedures, in accordance with the Program Requirements, including without limitation, policies and procedures pertaining to student assessment, student admissions, student conduct, student supervision and parental appeals.
- 8.12 The Owner/Operator must, on the commencement of the Agreement Term, establish and implement policies and procedures, in accordance with the Program Requirements for:
- (a) evaluation of Authorized Persons;
  - (b) professional development of Authorized Persons; and

(c) resolution of disputes between Authorized Persons and between the Owner/Operator and Authorized Persons.

- 8.13 The Owner/Operator must provide assistance in respect of applications for Canadian study permits for Students who receive British Columbia Graduation Certificates from the School.
- 8.14 The Owner/Operator must keep accurate records of Students' post-secondary careers in accordance with the Program Requirements and must share these records with the Province upon request.
- 8.15 The Owner/Operator must be able to demonstrate, to the satisfaction of the Province, that it has made reasonable efforts to ensure that Students have been made aware of opportunities to pursue post-secondary studies and career training in British Columbia after receipt of a British Columbia Graduation Certificate.

## **9.00 ASSIGNMENT AND SUB-CONTRACTING**

- 9.01 The Owner/Operator understands that subcontracting to other entities to provide services to the Owner/Operator and/or to the School, Students or staff, does not relieve the Owner/Operator from any obligations under this Agreement.
- 9.02 The Owner/Operator must ensure that
- (a) any person retained by the Owner/Operator to perform obligations under this Agreement, and
  - (b) any person retained by a person described in (a) to perform those obligations
- fully complies with this Agreement in performing the subcontracted obligations.

## **10.00 DELIVERY OF THE BRITISH COLUMBIA CURRICULUM**

- 10.01 The Owner/Operator must not offer the Educational Materials other than as authorized under the terms of this Agreement.
- 10.02 The Owner/Operator must only employ Authorized Persons to
- (a) plan, evaluate and provide instruction to Students, and
  - (b) provide all Student progress reports under paragraph 12.02 to Students, parents or legal guardians of Students

unless otherwise approved in writing by the Province.

- 10.03 The Owner/Operator must operate the School and deliver the British Columbia Curriculum in accordance with the requirements set out in Part 1 of Schedule “B”.

## **11.00 LICENSE OF BRITISH COLUMBIA CURRICULUM**

- 11.01 The Owner/Operator acknowledges and agrees that
- (a) the Province exclusively owns all intellectual property rights, including copyright, in and to the Educational Material, and
  - (b) any proprietary rights not specifically granted by the Province in this Agreement remain with the Province or its licensors, as applicable, including without limitation copyright and trademark protection.
- 11.02 The Province grants to the Owner/Operator, for the term of this Agreement, a non-exclusive, non-assignable license to
- (a) use the Educational Material
  - (b) subject to paragraph 11.03,
    - (i) reproduce the Educational Material in electronic or paper format, and
    - (ii) distribute the Educational Material to its Students,
- for the sole purposes of the operation of the School and the delivery of the British Columbia Curriculum by the Owner/Operators.
- 11.03 The Owner/Operator acknowledges and agrees that it may reproduce and distribute the Educational Material only in such quantities as are necessary for the purposes set out in paragraph 11.02.
- 11.04 Following the execution and delivery of this Agreement
- (a) the Province will provide the Owner/Operator with a copy of the Educational Material, excluding the Website Materials, in paper or electronic form, and
  - (b) subject to the provisions of this Agreement, the Owner/Operator may download the Website Materials.
- 11.05 The Owner/Operator acknowledges that some components of the Educational Material include a statement that the Province is the copyright owner of such Educational Materials, and the Owner/Operator agrees
- (a) not to change or delete any such statement, and
  - (b) where no such statement exists, to include on all copies of the

Educational Material the following attribution notice:

“© Province of British Columbia”.

- 11.06 The Owner/Operator will be solely responsible for all costs of using, reproducing and distributing the Educational Material.
- 11.07 The Owner/Operator acknowledges that
- (a) it may require educational resources in addition to the Educational Material for the delivery of the British Columbia Curriculum, and
  - (b) it is solely responsible for obtaining all such additional educational resources, in a manner that complies with all applicable laws, including without limitation copyright law.
- 11.08 Immediately upon the expiry or sooner termination of this Agreement, the Owner/Operator will
- (a) cease using, reproducing and distributing the Educational Material
  - (b) delete all electronic copies of the Educational Material from its operating environment, and
  - (c) destroy all hard copies of the Educational Material in its possession or control.
- 12.00 STUDENT PROGRESS REPORTS**
- 12.01 The Owner/Operator must establish and maintain, to the satisfaction of the Province, an assessment and evaluation program in accordance with the Program Requirements that
- (a) demonstrates Student progress in achieving intellectual, human, social and career development in accordance with the Program Requirements and the requirements set out in sections 1 to 9 of the Ministerial Order 191/94, the Student Progress Report Order enacted under the *School Act*, with the exception of the definition of “curriculum” in s. 1 of that Order
  - (b) complies with paragraph 8.10,
  - (c) accurately demonstrates Student progress in the British Columbia Curriculum, and
  - (d) includes the Provincial Examination results, where applicable.
- 12.02 The Owner/Operator must provide to the Student and the Student’s parent or guardian a Student Report, in accordance with paragraph 12.01, that reflects all of the British Columbia Curriculum in which the Student is enrolled in a School Year, including an indication as to which parts of the

British Columbia Curriculum have been or are scheduled to be taken through Distributed Learning.

### **13.00 SCHOOL RECORDS AND REPORTS**

- 13.01 The Owner/Operator must establish and maintain, in English, accurate and current records in accordance with
- (a) this paragraph,
  - (b) the requirements set out in Part IV of Schedule “B”, and
  - (c) the Program Requirements
- and must permit the Province, or a person designated by the Province, at any time or times during normal School hours, to copy and inspect any and all records.
- 13.02 The Owner/Operator must keep the following records for the stated period of time
- (a) Annual Reports: a minimum of 10 years;
  - (b) Student Records:
    - (i) Permanent Student Record to be retained for a minimum of 55 years; and
    - (ii) other Student Records to be retained for a minimum of 10 years;
  - (c) records with respect to each Authorized Person employed in the School: minimum 10 years; and
  - (d) records with respect to the operation of the School: minimum 10 years.
- 13.03 In accordance with the Program Requirements, the Owner/Operator must maintain a Student Record for each Student enrolled in the School, in both English and the language of the jurisdiction in which the School is situated.
- 13.04 Each Student Record under paragraph 13.03 must contain the following, and must be retained for the stated period of time:
- (a) the Student’s Personal Education Number (minimum 55 years);
  - (b) results of the English language assessment, including written verification by the Principal of Students’ results, required under paragraphs 8.07 and 8.08 and any supplementary English language supports provided (minimum 10 years);

- (c) records related to the British Columbia Curriculum delivered by Distributed Learning taken or scheduled for each Student (minimum 10 years);
- (d) signed consent forms required under paragraph 13.08 (minimum 10 years);
- (e) the Permanent Student Record as established under Ministerial Order 082/09, the Permanent Student Record Order enacted under the *School Act*, including without limitation all documents referenced in section 2(a)(ii) of that Order (minimum 55 years);
- (f) records demonstrating school compliance with paragraph 8.10 (minimum 10 years); and
- (g) any other records relating to the Student in the custody and control of the Owner/Operator (minimum 10 years).

13.05 Subject to the laws of «School\_Country», the Owner/Operator must, at the time the Province requires, deliver to the Province, or a person designated by the Province, such written reports, statements, information and data in English and in the form and with the content satisfactory to and prepared by a person acceptable to the Province.

13.06 Where the Province requests that a person with specified credentials prepare a report, the Owner/Operator must ensure that this direction is complied with and the report is prepared in English and in accordance with the Province's directions.

13.07 The Owner/Operator must submit its Annual Report to the Province including, without limitation

- a) the completed Inspection Catalogue on or before September 30 of the School Year;
- b) a report on its Business Plan on or before September 30 of the School Year; and
- c) the Owner/Operator's financial statements that have been audited by a 3<sup>rd</sup> party and that align with international accounting standards, upon request and within 30 days of the request

submitted under paragraph 2 of Schedule "A".

13.08 The Owner/Operator acknowledges that the Province is required to comply with the *Freedom of Information and Protection of Privacy Act*, R.S.B.C. 1996, c. 186, and that this Agreement may require the collection, use and disclosure of relevant personal information about Students enrolled in the School and Authorized Persons employed in the School. The Owner/Operator is responsible for obtaining written consents in the form required by the Province of each:



- (a) Authorized Person;
- (b) Student in grades 10 to 12; and
- (c) parent or legal guardian of Students in Kindergarten and grades 1 to 9.

for the disclosure of personal information to the Province as required under this Agreement and for storing and accessing this information outside of Canada. The Owner/Operator must keep the written consent in each Student's Student Record and each Authorized Person's file.

#### **14.00 OFFSHORE SCHOOL REPRESENTATIVE AND LIAISON**

- 14.01 Subject to the Province's direction, the Owner/Operator may retain an Offshore School Representative in accordance with the requirements set out in Part II of Schedule "B".
- 14.02 The Owner/Operator must advise the Ministry if it comes to the Owner/Operator's attention that an Offshore School Representative or a liaison (as described in Part II of Schedule "B") is acting in a manner that is inappropriate or gives rise, either directly or indirectly, to any pecuniary or non-pecuniary conflict of interest or the perception of a conflict of interest, in relation to the performance of the duties under this Agreement.

#### **15.00 PRINCIPAL**

- 15.01 The Owner/Operator must employ a Principal for the School during the Agreement Term in accordance with the requirements set out in Part III of Schedule "B".
- 15.02 The Owner/Operator may employ a Vice Principal to support and assist the Principal, under the direction of the Principal, in fulfilling the duties under paragraph 3(b) of Part III of Schedule "B". A Vice Principal cannot assume the functions of the Offshore School Representative.
- 15.03 Where a Vice Principal has been employed under paragraph 15.02, the Principal remains responsible for administration and supervising the School and exercises paramount authority within the School with respect to the duties set out under paragraph 3 of Part III of Schedule "B".

#### **16.00 TEACHERS**

- 16.01 The Owner/Operator must ensure that Authorized Persons, and only Authorized Persons, are employed to teach at the School in accordance with the requirements set out in Schedule "C".

## 17.00 REPORT OF DISMISSAL, SUSPENSION OR DISCIPLINE REGARDING TEACHERS

- 17.01 The Owner/Operator agrees that the Province may:
- (a) maintain the complete list of all the Authorized Persons employed by the Owner/Operator during the previous 12 month period, submitted as part of the reporting requirement under paragraph 13.07, for at least 10 years; and
  - (b) establish a list that identifies the Owner/Operator as an employer of the employees.
- 17.02 The Owner/Operator must:
- (a) obtain written consent required under paragraph 13.08 in the form required by the Province from each Authorized Person; and
  - (b) ensure that the consent form is included in the file for the Authorized Person and is available for inspection by the Province.
- 17.03 If an Authorized Person revokes or otherwise withdraws their consent under paragraphs 13.08, the Owner/Operator must immediately:
- (a) suspend the employment of that Authorized Person in the School; and
  - (b) advise the Director of International Education and the Commissioner of the revocation or withdrawal of the Authorized Person's consent.
- 17.04 If the Owner/Operator or the Principal:
- (a) suspends or dismisses an Authorized Person, including the Principal, for misconduct that involves:
    - (i) physical harm to a Student or minor;
    - (ii) sexual abuse or sexual exploitation of a Student or minor; or
    - (iii) significant emotional harm to a Student or minor,
- it must, without delay, send a report regarding the dismissal, suspension or disciplinary action;
- (A) to the Director of International Education and the Commissioner;
  - (B) to the Authorized Person; and
  - (C) the report must be in writing, signed by the Principal and include reasons for the action taken by the Principal or Owner/Operator.

- 17.05 If the Owner/Operator or the Principal considers any conduct by or competence of an Authorized Person, including the Principal, to be in breach of the standards of professional conduct or competence established by the British Columbia Teachers' Council under section 9 of the *Teachers Act*, the Owner/Operator or the Principal must send, to the Director of International Education and the Commissioner, a report in writing regarding that conduct or competence and must send a copy of the report to the Authorized Person.
- 17.06 An Owner/Operator or Principal who has made a report to the Director of International Education and the Commissioner in respect of an Authorized Person under this paragraph must, without delay after being requested to do so by the Director of International Education or the Commissioner, provide the Director of International Education and the Commissioner and the Authorized Person a copy of all of the records available to the Owner/Operator or the Principal that relate to the matter in respect of which the report was made.
- 17.07 If an Authorized Person, including the Principal, resigns from the employment with the Owner/Operator under circumstances that suggest misconduct or incompetence under the *Teachers Act*, the Owner/Operator must, without delay:
- (a) report the circumstances of the resignation to the Commissioner;
  - (b) send a copy of the report to the Authorized Person; and
  - (c) send a copy of the report to the Director of International Education.

## **18.00 SERVICE PROVIDERS for DISTRIBUTED LEARNING**

- 18.01 The Owner/Operator may contract with an Approved Distributed Learning Service Provider listed in Schedule "G" for the delivery of the British Columbia Curriculum for which there is no Provincial Examination as a part of the Student's educational program at the School, provided that the terms and conditions in the Owner/Operator's contract with the Approved Distributed Learning Service Provider:
- (a) are consistent with and in compliance with this Agreement;
  - (b) meet or exceed all the requirements of the Distributed Learning standards as referred to in paragraph 18.02.
- 18.02 The Owner/Operator acknowledges and agrees that the Province requires the Approved Distributed Learning Service Provider to meet or exceed the Distributed Learning standards established by the Province and as amended from time to time and found at:

[http://www2.gov.bc.ca/assets/gov/education/administration/kindergarten-to-grade-12/distributed-learning/dl\\_standards.pdf](http://www2.gov.bc.ca/assets/gov/education/administration/kindergarten-to-grade-12/distributed-learning/dl_standards.pdf)

The Owner/Operator agrees that it is bound by such Distributed Learning standards, as amended from time to time.

- 18.03 If the Owner/Operator becomes aware of any breaches of the Distributed Learning standards with respect to the delivery of the British Columbia Curriculum by way of Distributed Learning that are part of its educational program at the School, it must immediately take steps to rectify the breach and must immediately notify the Province of the breach and the steps being taken to rectify.
- 18.04 If the Owner/Operator is not able to rectify any breaches of the Distributed Learning standards to the satisfaction of the Province, the Province may at its sole discretion revoke authorization to deliver any of the British Columbia Curriculum at the School through Distributed Learning.

## **19.00 FACILITIES, GROUNDS AND EQUIPMENT**

- 19.01 The Owner/Operator is responsible for:
- (a) ensuring that local health and safety standards in respect of the operation of the School are met;
  - (b) ensuring that the facilities, grounds and equipment used in conjunction with the operation of the School meet local building code and health and safety standards; and
  - (c) any damages or compensation arising as a result of any liability related to facilities, grounds, equipment or operation of the School.

The Owner/Operator acknowledges and agrees that the Province does not assume responsibility for these matters.

- 19.02 The facilities, grounds and equipment used in the operation of the School must, in the opinion of the Province, be adequate for the operation of a School under the British Columbia Global Education Program – Offshore Schools.

## **20.00 FEES**

- 20.01 The Owner/Operator must pay all fees outlined in Schedule “E”.

## **21.00 ANNUAL INSPECTION FOR MAINTENANCE OF CERTIFICATION AND PAYMENT FOR INSPECTION**

- 21.01 This Agreement is terminated, Certification of the School lapses and the Owner/Operator's authorization to operate the School ceases, at the end of the Agreement Term unless:
- (a) the Province has conducted an inspection of the School in accordance with paragraphs 1 to 12 of Schedule "D" during the Agreement Term;
  - (b) the Inspection Report provided to the Province in respect of the inspection referred to in subparagraph (a) recommends continuation of this Agreement, with or without conditions;
  - (c) the Owner/Operator, in the opinion of the Province continues to comply with the terms and conditions of this Agreement and continues to meet or exceed the requirements in this Agreement; and
  - (d) the Province determines at its sole discretion that the Agreement Term should be renewed in accordance with paragraph 2.00, with or without conditions.

## **22.00 ADDITIONAL INSPECTION PROCESSES**

- 22.01 In addition to the annual inspection under paragraph 21.00, the Province may conduct additional inspections, with or without notice, during the Agreement Term.
- 22.02 The Owner/Operator will not pay for the costs of inspections conducted without prior notice (i.e., unannounced inspections).
- 22.03 The Province may perform a Learning Audit at any time during the Agreement Term if it has concerns about the quality of educational programming and/or Student achievement.
- 22.04 The Owner/Operator is responsible for the additional costs for Learning Audits under paragraph 22.03, as outlined in the fees specified under Schedule "E".
- 22.05 The Province may appoint a chief inspector to plan, supervise and administer inspections under paragraphs 21.00 and 22.00 at its sole discretion.
- 22.06 The Province may publish inspections reports that result from paragraphs 21.00 and 22.00 to the Ministry of Education's website.

## **23.00 RENEWING A CERTIFICATION AGREEMENT**

- 23.01 The Province at its sole discretion will determine whether the Owner/Operator may renew this Agreement under paragraph 2.00, after:
- (a) determining if the Owner/Operator is in compliance with the terms and conditions of this Agreement;
  - (b) conducting an inspection of the School under paragraph 21.00 to assess whether, in the Province's opinion, the Owner/Operator is eligible to apply to renew the Certification Agreement, with or without conditions; and
  - (c) assessing any other matters that the Province considers relevant to that determination.
- 23.02 If the Province has notified the Owner/Operator that
- (a) the School will not be Certified,
  - (b) this Agreement will not be renewed under paragraph 2.02, or
  - (c) the Agreement will be terminated under paragraph 26.00
- the Owner/Operator must
- (d) update the School's website, and
  - (e) notify, in writing, all Students or applicants for enrollment in the School and their parents or legal guardians
    - (i) that the School will not continue to operate under the British Columbia Global Education Program – Offshore Schools;
    - (ii) that the School will not be eligible to continue to deliver the British Columbia Curriculum or offer a British Columbia Graduation Program; and
    - (iii) of alternative Certified Schools in the country or, if there are no other Certified Schools in the country, of alternative Certified Schools in the region.

## **24.00 INDEMNITY**

- 24.01 The Owner/Operator will indemnify and save harmless and forever releases and discharges the Province, its employees and agents, from and against any and all losses, claims, damages, actions, causes of action, costs and expenses that any of them may sustain, incur, suffer or put to at any time either before or after the expiration or termination of this Agreement, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission of the Owner/Operator, or of any agent, employee, officer, director or sub-contractor of the Owner/Operator pursuant to this Agreement or in connection with the School.

## **25.00 COMPLAINTS**

- 25.01 The Province reserves the right to investigate and/or require the School to address any complaint or information regarding a Certified or Pre-Certified School that the Province deems to be of a serious nature.
- 25.02 Where the Province receives and validates a complaint about a School, the Province may discuss the complaint and share information with education authorities in other Canadian jurisdictions.

## **26.00 COMPLIANCE**

- 26.01 The Owner/Operator must comply with any reasonable order from the Province with respect to bringing the School into compliance with this Agreement.
- 26.02 The Province may require the Owner/Operator to submit a plan outlining how it will bring itself into compliance with the Agreement by a date specified by the Province.
- 26.03 The Province may, at any time, place the School on Probationary Status if the Province considers the Owner/Operator is out of compliance with any provision of this Agreement.
- 26.04 If the School is placed on Probationary Status, the Province will publish this status on the Ministry of Education website.
- 26.05 If the School is placed on Probationary Status, the Owner/Operator must immediately inform all Students and Students' parents of this status and update the School's website to clearly indicate that the School is on Probationary Status.

## **27.00 DEFAULT AND TERMINATION**

- 27.01 The following events will result in the Owner/Operator no longer being in good standing with the Ministry, and, as a result, will constitute an Event of Default:
- (a) the Owner/Operator fails to comply with any provision of this Agreement, and specifically fails to pay fees required under this Agreement, or a request or direction of the Province made under this Agreement;
  - (b) the Owner/Operator fails to implement to the Province's satisfaction requirements imposed under section 26.00;

- (c) any representation or warranty made by the Owner/Operator in this Agreement, or otherwise made, to the Province before or during the Agreement Term which is untrue or incorrect;
- (d) the Owner/Operator fails to correct any deficiency noted in an Inspection Report created under paragraphs 21.00 or 22.00 within the time specified by the Province and if no time was specified, within a reasonable time;
- (e) any information, oral or written statement, certificate, report or other document furnished or submitted by or on behalf of the Owner/Operator pursuant to or as a result of this Agreement which is untrue or incorrect;
- (f) the Owner/Operator ceases, in the opinion of the Province, to operate;
- (g) a change occurs with respect to one or more of the following, including some or all, of the properties, assets, condition (financial or otherwise), business or operations of the Owner/Operator which, in the opinion of the Province, materially adversely affects the ability of the Owner/Operator to fulfill its obligations under this Agreement;
- (h) the Owner/Operator does not, in the opinion of the Province, continue to provide a School in a manner that meets the Province's requirements; or
- (i) the Owner/Operator sells, transfers or licenses ownership of the Certified School (or attempts to do any of these things) without the prior written approval of the Province or there are material changes to the Owner/Operator's governance, business, or administrative structure, including a change to the majority shareholder or controlling interest, that have not received the prior written approval of the Province.

27.02 Upon the occurrence of any Event of Default and at any time thereafter the Province may, notwithstanding any other provision of this Agreement, at its sole discretion, exercisable by written notice to the Owner/Operator,

- (a) require that the Event of Default be remedied within a time period specified by the Province;
- (b) terminate this Agreement and cancel the authorization of the Owner/Operator to use the British Columbia Curriculum for purposes of operating the School, where the termination of the Agreement and the cancellation of the authorization are effective on the dates stated in the notice; or



(c) pursue any remedy or take any other action available to it at law or in equity.

- 27.03 All rights, powers and remedies conferred on the Province under this Agreement or under any statute or law are not intended to be exclusive and each shall be cumulative in addition to and not in substitution for every other right, power and remedy existing or available to the Province under this Agreement or any other Agreement at law or in equity.
- 27.04 The exercise by the Province of any right, power or remedy will not preclude the simultaneous or later exercise by the Province of any other right, power or remedy.
- 27.05 This Agreement may be terminated where there is no Event of Default, by either party if during that School Year, the Owner/Operator or the Province receives a written request to terminate from the other party. Termination under this paragraph will become effective at the end of the School Year during which notice is given, unless another date is agreed to by the parties in writing.
- 27.06 Where this Agreement is terminated, or notice of termination is received or deemed to be received by the Owner/Operator, the Owner/Operator will cease advertising in any way that suggests that the Owner/Operator or the School is certified by the Province or that it is eligible to deliver the British Columbia Curriculum or offer a British Columbia Graduation Program.

## **28.00 LIQUIDATED DAMAGES**

- 28.01 Where this Agreement is terminated under paragraph 27.02 prior to the end of the Term, the Owner/Operator shall pay, in a single payment, as liquidated damages and not as a penalty, the early termination charge of \$10,000.
- 28.02 The Parties acknowledge and agree that all liquidated damages set out in this Agreement have been calculated as, and are, a genuine pre-estimate of the loss likely to be suffered by the Province and are not penalties.

## **29.00 DISPUTE RESOLUTION**

- 29.01 This Agreement, between the Province and the Owner/Operator, will be governed by and construed in accordance with the laws of the Province of British Columbia. Any matter regarding the interpretation and application of this Agreement, and all disputes arising under or in connection with this Agreement, that cannot be resolved between the parties, will be within the exclusive jurisdiction of the courts of British Columbia.

## 30.00 NOTICES

30.01 Any notice or other document that either party may be required or may desire to give to the other will be conclusively deemed validly given to and received by the addressee, if delivered personally then on the date of delivery, if mailed then on the fourteenth business day after mailing the same by prepaid post, if by facsimile transmission then when so transmitted or if by electronic mail then when capable of being retrieved by the addressee, at the addresses:

if to the Province:

Ministry of Education  
 Director, International Education  
 PO Box 9153 STN PROV GOVT  
 Victoria BC V8W 9H1

Facsimile number: (250) 953-4908

E-mail Address: [International.Education@gov.bc.ca](mailto:International.Education@gov.bc.ca)

Attention: International Education Branch

And if the Teacher Regulation Branch:

in accordance with the procedures set out at:

[http://www.bcteacherregulation.ca/documents/FormsandPublications/ProfConduct/mc\\_brochure.pdf](http://www.bcteacherregulation.ca/documents/FormsandPublications/ProfConduct/mc_brochure.pdf)

And if to the Owner/Operator:

«OwnerOperator»

«Address»

«City», «ProvinceState» «Postal\_Code»

«Country»

Facsimile number: «Fax\_No»

E-mail Address: «Email»

Attention: «Contact\_Person», «PositionTitle»

30.02 Either party may, from time to time, advise the other party in writing of any change of address or contact person of the party giving such notice, and the information specified will, for the purposes of paragraph 30.01, be conclusively deemed to be the address and contact person of the party giving such notice.

### **31.00 NON-WAIVER**

- 31.01 No term or condition of this Agreement and no breach by the Owner/Operator of any such term or condition will be deemed to have been waived unless such waiver is in writing signed by the Province.
- 31.02 The written waiver by the Province of any term or breach by the Owner/Operator of any term or condition of this Agreement is not a waiver of any other term or breach.

### **32.00 ENTIRE AGREEMENT**

- 32.01 This Agreement, the Schedules to this Agreement, and any requirements, including without limitation Orders or Program Requirements, incorporated by reference into this Agreement constitute the entire Agreement between the parties with respect to the subject matter of this Agreement.

### **33.00 FURTHER ACTS AND ASSURANCES**

- 33.01 Each of the parties will, upon the reasonable request of the other, make, do, execute or cause to be made, done or executed all further and other lawful acts, deeds, things, devices, documents, instruments and assurances whatsoever for the better performance of the terms and conditions of this Agreement.

### **34.00 TIME OF ESSENCE**

- 34.01 Time is of the essence in this Agreement.

### **35.00 SURVIVAL OF PROVISIONS**

- 35.01 All of the provisions of this Agreement in favour of the Province and all of the rights and remedies of the Province, either at law or in equity, will survive any termination of this Agreement. For greater clarity, but without limiting the foregoing, paragraphs 5.00, 6.00, 11.01, 11.08, 13.08, 19.01, 24.01, and paragraphs 3 and 4 of Part IV of Schedule "B" continue in force indefinitely, even after this Agreement ends.

### **36.00 INSTRUCTIONS AND MODIFICATION OF TERMS AND CONDITIONS**

- 36.01 The Province may, from time to time, give instructions to the Owner/Operator respecting matters relating to this Agreement, including the conduct of examinations and tests, including Provincial Examinations, and the Owner/Operator will comply with those instructions within a reasonable time or a time set by the Province.

- 36.02 The Province may modify the Agreement where it considers it necessary to more effectively carry out the purpose and intent of this Agreement, such as, maintaining consistency with current standard terms and conditions in similar offshore educational program agreements, as such terms and conditions may be revised from time to time by the Province.
- 36.03 The Province may add to, remove or modify any of the terms and conditions of this Agreement in accordance with paragraph 36.02 by giving written notice of the changed terms and conditions to the Owner/Operator in accordance with the written notice provisions in paragraph 30.01. Upon the receipt of such notice in accordance with paragraph 30.01, the Owner/Operator will be deemed to have accepted the changed terms and conditions and further such changes will be deemed to have been incorporated into this Agreement.

### **37.00 INTERPRETATION**

- 37.01 Where there is a conflict or a difference in meaning between the English and the «Language» version of this Agreement, the English version shall apply.
- 37.02 All translations into English for the purposes of this Agreement must be of a standard acceptable to the Province.
- 37.03 The headings appearing in this Agreement have been inserted for reference and as a matter of convenience and in no way define, limit or enlarge the scope of any provision of this Agreement.
- 37.04 Any reference to a statute, regulation or order in this Agreement, whether or not that statute has been defined, includes all regulations and Orders made at any time under or pursuant to that statute.
- 37.05 Any reference to an enactment in this Agreement, whether or not that enactment has been defined, includes any amendments made to those enactments.
- 37.06 In this Agreement wherever the singular or neuter is used it will be construed as if the plural or masculine or feminine, as the case may be, had been used where the context so requires.
- 37.07 The Schedules to this Agreement are an integral part of this Agreement as if set out at length in the body of this Agreement.
- 37.08 Subject to paragraph 36.02 and 36.03, no amendment or modification to this Agreement will be effective unless it is in writing and duly executed by the parties.

- 37.09 If any provision of this Agreement or the application to any person or circumstances is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired thereby and will be enforceable to the extent permitted by law.
- 37.10 All dollar amounts expressed in this Agreement refer to lawful currency of Canada.
- 37.11 Unless the context otherwise indicates, any reference to this Agreement means this instrument and all of the Schedules attached to it, and any reference to any paragraph or subparagraph by number is a reference to the appropriate paragraph or subparagraph in this Agreement.
- 37.12 Nothing in this Agreement operates as a consent, permit, approval or authorization by the Province or any Ministry, Branch or agency thereof to or for anything related to the School or Certification that the Owner/Operator is required to obtain unless it is expressly stated herein to be such a consent, permit, approval or authorization.

**38.00 SUCCESSORS AND ASSIGNS**

38.01 This Agreement will ensure to the benefit of and be binding upon the Owner/Operator and its successors and permitted assigns and the Province and its assigns.

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

SIGNED on behalf of Her Majesty )  
the Queen in right of the Province )  
of British Columbia by a duly authorized )  
representative of the Minister of )  
Education in the presence of: )

\_\_\_\_\_  
Witness )

Date Signed \_\_\_\_\_ )

\_\_\_\_\_  
For the Minister of Education  
Director of International Education

SIGNED on behalf of )  
«OwnerOperator» )  
by a duly authorized representative )

\_\_\_\_\_  
Witness )

Date Signed \_\_\_\_\_ )

\_\_\_\_\_  
Owner/Operator

\_\_\_\_\_  
(PRINT NAME)

\_\_\_\_\_  
(PRINT TITLE)

## SCHEDULE “A”

### QUALIFICATION CRITERIA FOR OWNER/OPERATORS

The Owner/Operator represents and warrants that it has met the following qualification criteria required in order to enter an agreement under the British Columbia Global Education Program – Offshore Schools, it:

1. Has successfully operated the School to the Province’s satisfaction for a period of time acceptable to the Province under a Pre-Certification Agreement.
2. Has satisfied all of the Province’s requirements for Certification in the form and with the content established by the Province, including without limitation all components of the Annual Report submitted in accordance with the Program Requirements.
3. Is able to communicate orally and in writing with the Province in fluent English at a level acceptable to the Province.
4. Has provided documentation to the Province sufficient to satisfy the Province that the Owner/Operator is a non-governmental legal entity incorporated and operating in the jurisdiction in which the School will operate.
5. Has satisfied the Province that the Owner/Operator is not in contravention of any relevant legislation or other legal requirements, including without limitation, all relevant labour and employment laws and the *Immigration and Refugee Protection Act*, S.C. 2001, c. 27 and Regulations made under that Act.
6. Is, subject to the written approval of the Province, offering a British Columbia educational program
  - i. that commences between Kindergarten and Grade 8, (unless the grade of commencement is otherwise agreed to by the Province as under Schedule A, item 7)
  - ii. and is able to demonstrate to the satisfaction of the Province that reasonable efforts are being made to maintain a minimum enrollment of 60 full-time students in each grade offered in the School.
7. Has, subject to the written approval of the Province and the laws of the jurisdiction where the School is located, ensured that Students commence full-time enrollment in the School in or before Grade 8 or, in cases where a jurisdiction’s laws prevent enrollment at this age, ensured that Students may not commence the program after Grade 10 and that Students entering the program in Grade 10 are provided with additional English Language Learner supports to enable success in the program.

8. Has paid all fees in accordance with Schedule “E”.
9. Has successfully completed, at the Owner/Operator’s expense, all inspections required under the Pre-Certification Agreement.
10. Has provided any additional information that the Province reasonably requests.
11. Is considered by the Province, at the Province’s sole discretion, to be a suitable candidate in accordance with the Province’s requirements for Certification.

SAMPLE



## SCHEDULE “B”

### PROGRAM ADMINISTRATION AND OPERATION

#### PART I: OPERATION OF THE SCHOOL

1. The Owner/Operator must operate the School and deliver the British Columbia Curriculum in accordance with the Program Requirements, including without limitation, the Owner/Operator must:
  - (a) deliver the British Columbia Curriculum in English at a standard acceptable to the Province, except for the parts of the British Columbia Curriculum exempted in writing by the Province;
  - (b) ensure the recruitment, hiring and supervision of qualified and competent personnel, including Authorized Persons, is in accordance with Program Requirements;
  - (c) ensure compliance within the delivery of the educational program in the School with the subject, instructional time and learning outcome requirements set out in sections 1.1 to 6, with the exception of s. 4(5)(b), of Ministerial Order 41/91, the Educational Standards Order, enacted under the *Independent School Act*. For clarity, a reference to Board or Authority in the Order means Owner/Operator for the purposes of this Agreement;
  - (d) ensure that all of the British Columbia Curriculum offered in the School meets or exceeds the learning outcomes identified in the Educational Program Guides for each course, with a course overview for each course that includes content, teaching strategies, evaluation and assessment methods which are clearly linked to the British Columbia learning outcomes;
  - (e) promote the use of the British Columbia Ministry of Education Performance Standards found at: [http://www.bced.gov.bc.ca/perf\\_stands/](http://www.bced.gov.bc.ca/perf_stands/) as an assessment tool for Students;
  - (f) ensure that all eligible Students participate, in accordance with the Program Requirements, in Provincial Examinations for all parts of the British Columbia Curriculum that are Provincially examinable under the *School Act*;
  - (g) ensure compliance with the Program Requirements with respect to all equivalency process and challenge rules;
  - (h) ensure that the School facilities, including computer resources, meet Program Requirements, including without limitation, the requirements set out in Schedule “F”, and that Students have access to sufficient facilities, including access to computers and electronic resources, for efficient administration of Provincial examinations; and

- (i) ensure that the School offers Students the opportunity to meet all graduation requirements.
2. The Owner/Operator must acquire sufficient resources, including textbooks, a library with hard copy and electronic resources, including internet resources, in accordance with Program Requirements sufficient to support the learning outcomes for all of the British Columbia Curriculum offered at the School.
3. The Owner/Operator must only make changes to the facilities, equipment or educational programs provided to Students under this Agreement:
  - (a) which the Province has requested in response to the Inspection Report provided to the Owner/Operator under paragraph 3.05 and paragraphs 21.00 and 22.00 and approved by the Province; or
  - (b) for which the Owner/Operator has obtained prior written approval from the Province if the change could result in the Owner/Operator not meeting its obligations under this Agreement.

## **PART II: PROGRAM ADMINISTRATION**

### **Offshore School Representative**

1. If the Offshore School Representative retained under paragraph 14.01 is a corporate entity, the Owner/Operator must ensure that one individual with authority to legally bind the corporate entity is designated to serve as representative of the corporate entity for the purposes of fulfilling the duties under paragraphs 9 and 10 of this Part.
2. The Offshore School Representative retained by the Owner/Operator under paragraph 14.01 must not be affiliated with the Owner/Operator, other than through the Offshore School Representative's contract with the Owner/Operator.
3. If an Offshore School Representative is retained by the Owner/Operator under paragraph 14.01 and approved by the Province under paragraph 6 of this Part the Offshore School Representative must, in addition to fulfilling the duties under paragraph 9 of this Part serve as the primary liaison between the Owner/Operator and the Province for the purpose of this Agreement and fulfill the duties under paragraph 10 of this Part. The Offshore School Representative must not fulfill any duties in relation to the School other than those set out in paragraphs 9 and 10 of this Part.
4. If an Owner/Operator has not retained an Offshore School Representative, under paragraph 14.01, the Principal employed under paragraph 15.01 must fulfill the duties of both Principal under paragraph 6 Part II of this Schedule "B" and primary liaison under paragraph 10 of this Part. An Owner/Operator may also appoint an Offshore School Representative to fulfil the primary liaison duties under paragraph 10 of this Part. For clarity, where an Offshore School

Representative has been retained, the Offshore School Representative will be responsible for evaluating the Principal and documenting the results of that evaluation. Where no Offshore School Representative has been retained or an Offshore School Representative has not been appointed, the Owner/Operator retains responsibility for these duties.

5. The Owner/Operator must provide the Province with written confirmation that the individual designated as liaison under either paragraph 3 or 4 of this Part has full capacity to represent and legally commit the Owner/Operator in all communications and dealings with the Province in relation to this Agreement.
6. The individual designated as liaison under paragraph 3 or 4 of this Part and to fulfill the duties under paragraph 10 of this Part is not authorized to represent the Owner/Operator for the purposes of this Agreement until the Province has approved in writing the Owner/Operator's appointment of that individual to serve as liaison with the Province.
7. The Province may, in its sole discretion, cease to engage, for the purposes of this Agreement, with the individual designated as liaison under paragraph 3 or 4 of this Part if the Province has reason to question his or her authorization, conduct, qualifications or competence. In any such case, the Owner/Operator will identify a replacement and the provisions of paragraph 14.00 and this Part will then apply to the process for identifying and approving the replacement.
8. The Owner/Operator may designate a new individual to serve as the Owner/Operator's liaison except that the individual will not be the Owner/Operator's liaison under paragraphs 3 or 4 of this Part until the appointment has been approved by the Province.
9. If an Offshore School Representative is retained by the Owner/Operator under paragraph 14.01 and approved by the Province under paragraph 6 of this Part, the Owner/Operator must ensure that the Offshore School Representative undertakes, in collaboration with the Principal, the following duties:
  - (a) assisting with administration of the School and carrying out a system of education in conformity with this Agreement, including:
    - i. assisting the Owner/Operator to recruit and hire Authorized Persons;
    - ii. providing visa support for Authorized Persons;
    - iii. establishing accommodation arrangements for Authorized Persons and dealing with any issues with accommodation;
    - iv. providing cultural acclimatization assistance for Authorized Persons and Students;
    - v. providing professional development for Authorized Persons; and

- vi. participating in the dispute resolution process under the policy required under paragraph 8.12(c); and
  - (b) assisting the Owner/Operator to market the School.
10. The duties of the liaison appointed either under paragraph 3 or 4 of this Part are:
- (a) acts as the primary contact to liaise and communicate with the Province in a timely manner;
  - (b) advising and assisting the Owner/Operator in exercising its powers and duties under this Agreement;
  - (c) effectively manage issues, in collaboration with the Principal, that may arise and resolve complaints to reach resolutions satisfactory to the Province;
  - (d) attend information sessions held by the Province;
  - (e) actively work with the Owner/Operator to ensure compliance with the terms of this Agreement including working with the Owner/Operator, Principal and Authorized Persons to ensure that accountabilities and timelines are clearly understood and met under this Agreement;
  - (f) ensure, in collaboration with the Principal, the effective transfer to the Province of all data outlined in Schedule "F" and all Annual Report requirements are met by deadlines established by the Province;
  - (g) participate in, and support, in collaboration with the Principal, an inspection team, in conducting inspections for the purposes of this Agreement; and
  - (h) work with the Owner/Operator, Principal and Authorized Persons to address the Province's recommendations and requirements, including recommendations and requirements arising from inspections.

### **PART III: PRINCIPAL**

1. The Principal must be an individual who, at the time that the individual is hired by the Owner/Operator as the Principal and during the Agreement Term, meets all of the following requirements:
- (a) is fluent in English;
  - (b) holds a British Columbia Certificate of Qualification or an Independent School Subject-Restricted Teaching Certificate;
  - (c) is not otherwise affiliated with the Owner/Operator, other than through the Principal's employment contract with the Owner/Operator;

- (d) has at least 1 year of experience working at a principal or vice principal level; and
  - (e) has a minimum of three years of experience in a British Columbia public, independent or offshore school.
2. The Owner/Operator must not employ a Principal under paragraph 15.01 who is employed as a Principal for any other school under the British Columbia Global Education Program – Offshore Schools.
3. The Owner/Operator must ensure the Principal employed under paragraph 15.01 has responsibility for and authority to undertake the following duties in relation to the School:
- (a) providing administration for and supervision of the School including responsibility for the operation of the School, the curriculum taught and the evaluation of Authorized Persons; and
  - (b) carrying out a system of education for the British Columbia Global Education Program – Offshore Schools in conformity with this Agreement, including without limitation:
    - i. directly managing student admission processes, including making final decisions with respect to Student assessment and admissions;
    - ii. implementing educational programs in accordance with the terms of this Agreement;
    - iii. ensuring that the quality of the educational programs offered at the School meet the Program Requirements;
    - iv. overseeing development of course overviews that support learning outcome requirements as established by the Province;
    - v. evaluating learning situations in classrooms;
    - vi. establishing all teaching timetables and Student placement in classrooms;
    - vii. establishing the program of teaching and learning activities;
    - viii. establishing Student evaluation and assessment processes and reporting to parents;
    - ix. supervising and evaluating the work of Authorized Persons and other School staff, and documenting the results of such evaluations;
    - x. organizing and providing supervision for professional development of Authorized Persons in the School;
    - xi. performing teaching duties as appropriate;

- xii. maintaining complete and accurate school records, including without limitation all records under paragraphs 12.00 and 13.00 and Part IV of this Schedule;
  - xiii. supervising the general conduct of Students, both on School premises and during activities that are off School premises and that are organized or sponsored by the School;
  - xiv. participating in the dispute resolution process under the policy required under paragraph 8.12(c); and
  - xv. in accordance with the policies of the Owner/Operator, exercising paramount authority within the School in matters concerning the discipline of Students.
4. The Owner/Operator must establish conditions of employment for Principals and Authorized Persons that encourage those employees to continue their employment in the School.

#### **PART IV: SCHOOL RECORDS**

1. The Owner/Operator must establish and maintain, in English, accurate and current records, including without limitation:
- (a) the Annual Report(s);
  - (b) Student Records;
  - (c) records with respect to each Authorized Person employed in the School; and
  - (d) records with respect to the operation of the School;
- and must permit the Province, or a person designated by the Province, at any time or times during normal School hours, to copy and inspect any and all records.
2. The Owner/Operator must maintain in each Authorized Person's file the records required under paragraph 13.02(c), including without limitation completed evaluations for Authorized Persons required under policies established and implemented under paragraphs 8.12. Files relating to on-site Authorized Persons must also include, without limitation, copies of British Columbia Certificates of Qualification, as applicable, and copies of contracts of employment between the Owner/Operator and Authorized Persons.
3. If a Student transfers out of the School or the School ceases to operate, the Owner/Operator agrees to transfer or to ensure that the Principal transfers in a timely manner the Student's Student Record to another Owner/Operator operating a school under the British Columbia Global Education Program – Offshore Schools or to a British Columbia K-12 public or certified independent school, as requested by the Student.

4. The Owner/Operator agrees to keep and maintain in a secure manner and place and for the specified periods the Student Records in accordance with paragraph 13.00 of the Agreement (e.g. 55 years for the Permanent Student Record and 10 years for all other Student Records following the graduation of a Student or the leaving of a Student from the School).
5. Subject to written approval from the Province, the Owner/Operator must ensure that it meets Program Requirements for internet connectivity, computer hardware/software, and printer capabilities to ensure efficient electronic transfer and printing of such items as are required under this Agreement.

SAMPLE

**SCHEDULE “C”****REQUIREMENTS FOR EMPLOYMENT OF TEACHERS IN THE BRITISH COLUMBIA  
GLOBAL EDUCATION PROGRAM – OFFSHORE SCHOOLS**

1. The Owner/Operator must ensure that Authorized Persons employed to teach at the School:
  - (a) hold a British Columbia Certificate of Qualification prior to beginning teaching in the School and during the Agreement Term;
  - (b) maintain their certification in good standing complying with all professional requirements under the *Teachers Act*;
  - (c) provide consents required under paragraph 13.08;
  - (d) provide instruction in a competent manner to Students in accordance with the requirements under this Agreement and as identified in Program Requirements;
  - (e) teach the programs of study and educational programs that are prescribed, approved or authorized under this Agreement;
  - (f) encourage and foster learning in Students;
  - (g) regularly evaluate Students and periodically report the results of the evaluation to the Students, the Students' parents and the School in accordance with the terms of this Agreement;
  - (h) maintain, under the direction of the Principal, order among the Students while they are in the School or on the School grounds and while they are attending or participating in activities sponsored or approved by the School; and
  - (i) carry out, subject to any applicable contract of employment, those duties that are assigned to the teacher by the Principal.



## SCHEDULE "D"

### INSPECTIONS OF OFFSHORE SCHOOLS

1. On receipt of:
  - (a) the funds required by the Province as described in paragraphs 6, 8, 9 and 10 of this Schedule; and
  - (b) all information required by the Province within in the timelines established by the Province,

the Province will, in order to determine if the Owner/Operator is eligible to continue to operate the School for the Agreement Term and renew this Agreement in accordance with paragraph 2.00, conduct an inspection of the School, including, without limiting the foregoing, inspection of the records of the Owner/Operator, and facilities and equipment used in the operation of the School, and will, if possible conduct this inspection at times that are convenient to both the Owner/Operator and the Province.
2. The Owner/Operator will, at the request of the Province, permit the Province, or a person designated by the Province to:
  - (a) enter, at any reasonable time, a building used in the operation of the School, offices of the Owner/Operator or the grounds and facilities used in the operation of the School;
  - (b) inspect any record of the Owner/Operator, including without limitation electronic records, e-mail records and all records held by the Offshore School Representative, the Principal and Authorized Persons, relating to the operation of the School, including Student and staff records; and
  - (c) inspect the academic achievement of Students and the administration of the School, and permit the Province, or a person designated by the Province, to do everything necessary to conduct a thorough and complete inspection of the School for the purposes of this Agreement, including, the following:
    - (i) verification of the status of Authorized Persons;
    - (ii) observation of any Authorized Person's teaching methods, including planning and delivery of the British Columbia Curriculum and assessment and evaluation of the Students;
    - (iii) observation of operation of the School to assess the Owner/Operator's operation of the School and provision of the British Columbia Curriculum in accordance with the terms of this Agreement;

- (iv) examination of the Authorized Persons' course overviews and lesson plans for the School, and resource materials used by the Owner/Operator;
  - (v) assess any matters with respect of which the Director of International Education has received a complaint under paragraph 25.00; and
  - (vi) examination of the English Language Learning (ELL) assessment and instruction provided by the Owner/Operator.
3. The Owner/Operator will provide all the support the Province considers necessary to allow the Province to conduct a thorough and complete inspection of the School and the provision of the educational programs, including without limitation, that the Owner/Operator will ensure compliance with the terms of the Province's contract with the inspection team members, that the inspection team members must not be placed in a position of real or perceived conflict of interest through any entertainment opportunities, gifts or by any other means.
4. The Owner/Operator must provide an English/«Language» interpreter, if the staff of the Owner/Operator who are providing information to the persons conducting an inspection are not fluent in English.
5. Prior to the inspection under this paragraph, the Owner/Operator must provide the Province with, in English at a standard of translation acceptable to the Province:
- (a) all written material that the Province considers necessary to properly inspect the School under this Agreement;
  - (b) a letter from the appropriate government office with paramount responsibility for education in the country, province, or city in which the School is located setting out written approval in principle for the Owner/Operator to operate a Certified School; and
  - (c) a fully and accurately completed Annual Report under paragraph 13.07.
6. The Owner/Operator will pay, in advance of the inspection, in Canadian dollars and within 30 days of receipt of a notice from the Province, the amount specified by the Province in the notice, for the estimated costs in relation to the inspection of the School.
7. All accommodation arrangements for inspectors conducting inspections under this paragraph will be made by the Owner/Operator in advance of the travel dates. The Owner/Operator will provide the Province with proof of payment in advance for all accommodation and the Province will provide a copy of the proof of payment to the inspector.

8. The notice referred to in paragraph 6 of this Schedule will reflect the costs that the Province estimates it will incur in performing its functions and duties required under this Agreement for the inspection of the School to determine if the Owner/Operator is eligible to continue or renew this Agreement in accordance with paragraph 2.02, and will include the types of costs referred to in Schedule “E” to this Agreement, but is not restricted to those costs.
9. Where the actual inspection and related costs for a School Year incurred by the Province under this paragraph, are greater than the funds submitted under paragraph 6 of this Schedule for that School Year, the Owner/Operator will pay the Province, within 30 days of receipt of a notice from the Province all costs incurred by the Province during the School Year in conducting inspections of the School, and otherwise regulating the School, less the monies paid under paragraph 6 of this Schedule for that School Year.
10. If the monies paid under paragraph 6 of this Schedule exceed the cost of the actual expenses incurred by the Province in the School Year, the Province will either refund the overpayment to the Owner/Operator, or reduce the amount payable under paragraph 6 of this Schedule for the subsequent School Year, if this Agreement is renewed in accordance with paragraph 2.02
11. On request, the Owner/Operator will provide the inspection team with a secure location on the premises of the School that is private and quiet during the period that the Province is conducting an inspection under this Agreement.
12. The Inspection Report prepared by the inspectors under this paragraph will be made public on the Province’s website.

## SCHEDULE “E”

### FEE PAYMENT PROCESS, DELINQUENT PROGRAM FEES AND SCHEDULE OF OFFSHORE PROGRAM COSTS

#### 1. FEE PAYMENT PROCESS

- Fees are due and payable as stated in the table on the following page.
- All fees are non-refundable.
- The Ministry will invoice Owner/Operators thirty (30) days in advance of fee payment due date.
- The invoice for the Student Registration Fee will be based on 1701 data submission. If there is a discrepancy between the 1701 data submission and student numbers as reported during inspections, Owner/Operators will be invoiced for the difference.
- Proof of Payment: If paying by electronic transfer, a written confirmation of the electronic transfer with a copy of the bank transmittal must be submitted to the International Education Branch at: [International.Education@gov.bc.ca](mailto:International.Education@gov.bc.ca)

#### 2. DELINQUENT PROGRAM FEES

- The following processes will apply for Owner/Operators whose fees are thirty (30) days delinquent:
  - The Ministry will issue a second invoice for the outstanding amount plus interest charges.
  - The School will be placed on probationary status for sixty (60) days (regardless of when the fees are submitted).
- The following processes will apply for Owner/Operators whose fees are sixty (60) days delinquent:
  - The Ministry will issue a third invoice for the outstanding amount plus interest charges.
  - The School will be placed on probationary status for ninety (90) days (regardless of when the fees are submitted).
- The following processes will apply for Owner/Operators whose fees are ninety (90) days delinquent:
  - The School will be decertified. Recertification will be subject to payment of delinquent fees plus interest charges, reapplication (including application fee of \$5,000) and payment as liquidated damages of \$10,000 (per section 28.00 of the Certification Agreement).
- The following processes will apply for delinquent inspection fees:
  - The School inspection will be cancelled.
  - Uninspected Schools will lose certification status.
  - Recertification will be subject to payment of delinquent fees plus interest charges, reapplication (including application fee of \$5,000) and payment as liquidated damages of \$10,000 (per section 28.00 of the Certification Agreement).

### 3. SCHEDULE OF OFFSHORE SCHOOL PROGRAM FEES

Fee Type	Fee Amount	Payable:	Comments
Curriculum Usage Fee	\$10,000 per School per annum	For Schools on a September – June calendar: August 1 of each year  For Schools on a April – March calendar: April 15 of each year	Ministry will invoice Owner/Operators 30 days in advance of the fee payment due date
Program Administration Fee	\$5,000 per School per annum	For Schools on a September – June calendar: August 1 of each year  For Schools on a April – March calendar: April 15 of each year	Ministry will invoice Owner/Operators 30 days in advance of the fee payment due date
Student Registration Fee*	\$350.00 per Student per annum	Payable on December 19 <sup>th</sup> of each year	Ministry will invoice Owner/Operators for Fee Amount based on 1701 data submission
Inspection fees	Includes professional services of the Inspection Chair and Inspection Team members, as well as travel, accommodation, per diem and incidental costs.	Payable in advance of Inspection Team's departure	Ministry will invoice Owner/Operators for Fee Amount in advance of Inspection Team's departure
<b>OTHER PROGRAM EXPENSES</b>			
In-Person Application Review	Travel, accommodations, per diem and incidental costs of all Ministry participants if held at the school location. Or All relevant travel and accommodation expenses for the Owner/Operator, if held in British Columbia.		Payment required 15 days in advance of departure (if taking place onsite at the school location).
Learning Audits	Includes professional services of the Audit Chair and Audit Team Members, as well as their travel, accommodation, per diem, and incidental costs.		Payment required 15 days in advance of the audit team's departure.

\*if a Student withdraws from the School up to November 30<sup>th</sup>, the School is not required to pay the per student fee (School must provide proof of withdrawal). If a Student withdraws from the School after November 30<sup>th</sup>, the School is required to pay the per student fee.

## SCHEDULE "F"

### Current Requirements for Electronic Data Transfer with the British Columbia Ministry of Education for Transcripts and Examinations

#### TRANSCRIPTS AND EXAMS REQUIREMENTS:

Transcript and Examination (TRAX) data must be submitted to the Ministry using computer software which is capable of extracting and sending the standard TRAX data files.

The following software vendors have a TRAX data extract function currently being used by schools. There may be other software vendors with the capability of producing the standard TRAX files.

Vendor Name	Product Name(s)	Phone
Harts Systems Ltd	TESS and Windsor	1-888-734-1119
Maplewood Computing	Maplewood	1-800-265-3482
Take Two Inc.	CIMS	1-800-665-0641

Contact the Student Certification Branch at the Ministry to obtain additional information and specific TRAX data specifications, if required.

Student Certification Branch  
Ministry of Education  
PO Box 9170 Stn Prov Govt  
Victoria BC V8W 9H7

Email Address: [offshore.administrator@gov.bc.ca](mailto:offshore.administrator@gov.bc.ca)

#### ELECTRONIC EXAMS REQUIREMENTS:

Software, Browser and Computer requirements can be found at the Ministry of Education e-Exam website:

[https://www.bced.gov.bc.ca/eassessment/eexam\\_computer\\_requirements.htm](https://www.bced.gov.bc.ca/eassessment/eexam_computer_requirements.htm)

Internet Connection:

- Internet Service Provider (ISP)
- ADSL, cable or T1 (minimum requirement)
- 10-1000 MB Broadband (recommended)

Email:

- School Principal email account with attachment capability
- Ability to receive or send up to 5 MB file size attachments
- Non-Intel, MS Office file attachments sent to the Ministry must be PC compatible and saved as RTF (rich text format) if MS Office is not available.

Peripherals:

- Printer (600 dpi or higher)
- Colour printer
- Photocopier

SAMPLE

**SCHEDULE "G"****Approved Distributed Learning Service Provider**

The Approved Distributed Learning Service Provider for the purposes of paragraph 18.00 is School District No. 73 Business Company.

SAMPLE