

ONLINE LEARNING AGREEMENT

THIS AGREEMENT is made the _____ day of _____ 2021.

BETWEEN:

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

(the “Ministry”)

OF THE FIRST PART

AND:

THE BOARD OF EDUCATION of School District No. _____

(the “Board”)

OF THE SECOND PART

WHEREAS:

- A. Pursuant to section 75 (4.01) of the *School Act*, and the orders of the minister, a board may deliver all or part of an educational program through online learning.
- B. Pursuant to s. 75(4.1), a board may deliver an educational program, or part of an educational program, through online learning to the following persons only if the board has approval to provide the educational program under an agreement with the minister:
 - (a) a student, as defined in the *Independent School Act*;
 - (b) a student who is enrolled in an educational program provided by another board, or a francophone student;
 - (c) a student who is not resident in the board's school district;
 - (d) a child who is registered under section 13 with a school operated by another board, a francophone school or an independent school.
- C. The Board wishes to enrol a BC student not resident in the district, enrol children in Grade 10-12 courses who are registered as homeschoolers with another board of education or independent school authority, or cross enrol students to provide an educational program by means of Online Learning as described in section B above in the school year 2021/22; and
- D. This Agreement constitutes the Minister of Education’s agreement for the Board to provide an educational program by means of online learning during the Term of this Agreement to persons as described in section B above.

THEREFORE THIS AGREEMENT WITNESSES that the parties agree as follows:

1.0 DEFINITIONS

1.01 In this Agreement

“**Online Learning**” means a method of instruction that relies primarily on communication between students and teachers by means of the internet;

“**Online Learning School**” means a school or francophone school that offers instruction to its students through online learning only;

“**Cross Enrolment**” means simultaneous enrolment by more than one Board or Authority.

“**Educator**” means a BC Certified Teacher or Letter of Permission Holder certified by the Ministry of Education as eligible to teach in the public and/or independent school systems in BC.

“**Learner**” means a student, including a graduated adult, who is enrolled in an educational program provided by the Board;

“**Parent**” means, in respect of a minor Learner,

- (a) the guardian of the person of the Learner or child,
- (b) the person legally entitled to custody of the Learner or child, or
- (c) the person who usually has the care and control of the Learner or child;

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

“**School of Record**” means the school offering the majority of the courses in which a Learner is enrolled or, if the Learner is enrolled in an equal number of courses in multiple schools, the school that the Learner’s parent has indicated is the school of record;

“**Term**” means the period referred to in paragraph 2.01.

2.0 TERM

2.01 Notwithstanding the date of execution and delivery of this Agreement, the Term of this Agreement will commence on July 1, 2021 and end on June 30, 2022, unless terminated earlier in accordance with this Agreement.

3.0 RENEWAL

3.01 The Ministry may renew this Agreement by giving the Board notice in writing prior to June 1, 2022.

3.02 If the Agreement is not renewed by the Ministry in accordance with section 3.01, and terminates on June 30, 2022:

- (a) the Ministry will advance any installments of Online Learning funding already calculated on counts prior to termination; and
- (b) the Board’s obligations under this Agreement continue until all Learners have completed or withdrawn from Online Learning educational programs and courses funded under (a).

4.0 AMENDMENT

- 4.01 The Ministry may, in its sole discretion, amend this Agreement from time to time by giving at least 30 days written notice to the Board.

5.0 FUNDING

- 5.01 The Ministry will fund the Board for such educational programs, courses and services as set out in Ministry policy and amended from time to time.
- 5.02 Upon request by the Ministry, the Board will provide all information necessary to demonstrate, to the Ministry's satisfaction, that:
- (a) the funds provided under this Agreement are being used to support Learners using services, courses or programs through Online Learning; and
 - (b) the process used to determine the amount of funding to be allocated to direct and indirect costs by the Board including, but not limited to instruction and technology, is transparent.
- 5.03 The Board agrees that it will not use funds budgeted to support an educational program, or offer equipment required to participate in a Online Learning educational program or course (such as computers), as an incentive to have a Learner register in an Online Learning educational program or course.
- 5.04 Notwithstanding any other provision of this Agreement, payment of funds by the Province to the Board pursuant to this Agreement is subject to:
- (a) there being sufficient monies available in an appropriation, as defined in the *Financial Administration Act* ("FAA"), to enable the Province, in any fiscal year when any payment of money by the Province to the Board falls due pursuant to this Agreement, to make that payment; and
 - (b) Treasury Board, as defined in the FAA, not having controlled or limited, pursuant to the FAA, expenditure under any appropriation referred to in subparagraph (a) of this paragraph.

6.0 BOARD OBLIGATIONS

- 6.01 The Board will provide a tuition-free educational program by means of Online Learning, which
- (a) consists of either provincial or Board/Authority Authorized (BAA) courses, and
 - (b) applies to the Literacy Foundations and Academic Upgrading courses
<https://www2.gov.bc.ca/gov/content/education-training/adult-education/adult-upgrading/already-graduated>
- 6.02 The Board will comply with all British Columbia legislation, including but not limited to the *School Act* and all regulations and orders made under that Act.
- 6.03 The Board will prepare and submit to the Ministry reports and statements in the form, with the information and at the time required by the Ministry.

- 6.04 The Board will comply with all Ministry policies, as they are amended from time to time, pertaining to the delivery of an educational program by means of Online Learning including, but not limited to, those requiring the Board to:
- (a) meet or exceed the Online Learning Standards
https://www2.qa.gov.bc.ca/assets/gov/education/administration/kindergarten-to-grade-12/online-learning/ol_standards_k12.pdf
 - (b) make available supplemental supports for Learners; in particular, Inclusive Education, Indigenous Education and English Language Learning supports.
- 6.05 The Board must work to achieve a 100% participation rate of Learners who take all or part of their educational program through Online Learning, in either the Foundation Skills Assessments or an equivalent assessment to be determined by the Ministry.
- 6.06 The Board will provide the Ministry with complete, current, and accurate information about the Online Learning program(s), including website, courses offered, and contact information, and registration link for posting by no later than July 31 of each year and update as required during the Term of the Agreement
<https://www2.qa.gov.bc.ca/gov/content/education-training/k-12/administration/program-management/distributed-learning#policies>;
- 6.07 The Board will provide appropriate support for Learners who reside in the Board's school district and who are enrolled in an educational program provided by a Online Learning School in another school district within British Columbia. Appropriate support includes but is not limited to testing services and supervision, timely sharing of Learner information and records, coordinating reports to Learners and to the Ministry, and any other service that position the Board as an education provider within a coordinated province-wide online learning system.
- 6.08 In delivering all or part of an educational program by means of Online Learning, the Board will
- (a) employ only Educators who have prior experience or training in teaching using Online Learning methods; and
 - (b) provide ongoing Online Learning related training and professional development for Educators referred to in paragraph (a).
- 6.09 The Board may provide educational services, materials, or resources to Learners through a third party, on the condition that the Board
- (a) ensures that the educational services, materials, resources are supervised by an employee of the Board who is an Educator, and
 - (b) pays the third party directly and not the Parent, Learner or any other person in accordance with the Ministry's Online Learning Policy—General (Interim).

7.0 SPECIAL PROVISIONS

- 7.01 Where the Board takes part in the Ministry's Online Learning Compliance Audit Program, and the Compliance Audit results in recommendations made to the Board, the Ministry may, in its sole discretion, amend the Agreement by setting those recommendations out in a Schedule to this Agreement.
- 7.02 The Board will comply and, where requested by the Ministry, demonstrate its compliance with any recommendation set out in a Schedule as provided for under paragraph 7.01.

8.0 REPRESENTATIONS AND WARRANTIES

- 8.01 The Board represents and warrants to the Ministry, with the intent that it will rely thereon in entering into this Agreement and throughout the continuance of this Agreement, that:
- (a) all information, statements, documents, records and reports furnished or submitted by the Board to the Ministry in connection with this Agreement are true and correct;
 - (b) all necessary proceedings will have been taken and done and all statutory and contractual approvals will have been obtained to authorize the execution and delivery of this Agreement by the Board;
 - (c) this Agreement has been legally and properly executed by the Board and is legally binding upon and enforceable against the Board in accordance with its terms; and
 - (d) the completion of the transactions contemplated by this Agreement will not constitute a breach by the Board of any statute, bylaw or regulation, agreement or of its constating documents.
- 8.02 All statements contained in any certificate, application or other document delivered by or on behalf of the Board to the Ministry under this Agreement or in connection with any of the transactions contemplated under this Agreement will be deemed to be representations and warranties by the Board under this Agreement.
- 8.03 All representations, warranties, covenants and agreements made herein and all certificates, applications or other documents delivered by or on behalf of the Board are material and will conclusively be deemed to have been relied upon by the Ministry and will continue in full force and effect during the continuation of this Agreement.

9.0 DEFAULT AND TERMINATION

- 9.01 The Province may terminate this Agreement by notice in writing to the Board if any of the following Events of Default occur and are not rectified within 90 days after notice in writing from the Ministry:
- (a) the Board fails to comply with any provision of this Agreement, and has not rectified such failure or is not, in the opinion of the Ministry, diligently proceeding to rectify such failure; and
 - (b) any representation or warranty made by the Board in this Agreement is materially untrue or incorrect.

- 9.02 Upon the occurrence of any Event of Default and at any time thereafter, the Ministry may, notwithstanding any other provision of this Agreement, at its option, elect to do any one or more of the following:
- (a) terminate this Agreement by written notice to the Board in which case this Agreement will be terminated on the date specified by the Ministry in that notice;
 - (b) require the Event of Default be remedied within a time period specified by the Ministry;
 - (c) recover all or part of the funds paid under the Agreement from the Board out of funding allocations for the subsequent School Year;
 - (d) suspend any installment of the funds paid under the Agreement or any amount that is due to the Board while the Event of Default continues;
 - (e) waive the Event of Default.
- 9.03 The Board may terminate this Agreement by giving no less than 30 days written notice to the Ministry.
- 9.04 If this Agreement is terminated under paragraphs 9.02 or 9.03:
- (a) the Board will continue to provide an educational program by means of Online Learning until all Learners enrolled at the time of termination have completed or withdrawn from Online Learning educational programs and courses;
 - (b) the Board will advise the Ministry as to how it will meet the obligations set out in paragraph (a); and
 - (c) the Ministry may, in its sole discretion, advance any remaining installments of Online Learning funding already calculated based on counts prior to termination.

10.0 NOTICES

- 10.01 Any written communication from the Board to the Ministry must be emailed to the following address:
- E-Mail Address: EDUC.OnlineLearning@gov.bc.ca
- 10.02 Any written communication from the Ministry to the Board must be mailed or emailed to the following Board office address:

Address: _____

Email Address: _____

11.0 NON-WAIVER

- 11.01 No term or condition of this Agreement and no breach by the Board of any such term or condition will be deemed to have been waived unless such waiver is in writing signed by the Ministry.

11.02 The written waiver by the Ministry of any breach by the Board of any term or condition of this Agreement will not be deemed a waiver of such term or condition or of any subsequent breach by the Board of the same or any other term or condition of this Agreement.

12.0 INTERPRETATION

12.01 This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.

12.02 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.

12.03 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.

12.04 The Schedules and Appendices to this Agreement are an integral part of this Agreement as if set out at length in the body of this Agreement.

12.05 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.

12.06 This Agreement, the Schedules, and Appendices to this Agreement constitute the entire Agreement between the parties with respect to the subject matter of this Agreement.

12.07 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 whatever for the better or more perfect and absolute performance of the terms and conditions of this Agreement.

12.08 All provisions of this Agreement in favour of the Province and all rights and remedies of the Province, either in law or equity, will survive the expiration or sooner termination of this Agreement.

12.09 This Agreement will enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

12.10 This Agreement may be executed by the parties in separate counterparts each of which when so executed and delivered shall be an original, and all such counterparts may be delivered by facsimile or electronic transmission and each such transmission shall be considered an original.

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
D. Scott MacDonald
Deputy Minister

SIGNED on behalf of the Board of Trustees)
of School District No. _____)
by a duly authorized representative:)

Witness)

Date Signed)

Signature of Authority
Representative

(PRINT NAME)

(PRINT TITLE)