

12660-20/OFFS  
X 280-30/MIN  
(yellow only)

January 28, 1997

Our Ref. 36409

Sherman Jen, Chair  
Dalian Maple Leaf International School  
1100 Melville St Unit 1177  
Vancouver BC V6E 4A6

Dear Sherman Jen:

Thank you for your letter of October 24, 1996, regarding the establishment of the Dalian Maple Leaf International School in Dalian, China.

I am pleased to inform you that British Columbia has agreed in principle to recognize schools outside of British Columbia which meet the criteria established by the Ministry of Education, Skills and Training. We are in the process of completing the criteria, and it is hoped this will be in time for accreditation to be effective for the 1997/98 school year. Recognition will be accomplished through an individual agreement negotiated between the school's authority and the Ministry of Education, Skills and Training for British Columbia.

At this point, the plans are still in the proposal stage. The Province of British Columbia naturally must ensure that the program offered by schools it recognizes meets British Columbia standards in order to protect the reputation of British Columbia education. In this regard, such schools would be subject to annual inspections initiated by our staff. An accreditation fee will be charged to cover the costs of inspections, and the provision of examinations and certificates.

Offshore schools must be in full compliance with all government regulations in the country in which they are located. We will need to be assured by the necessary levels of government (country, state, province, and city) that our involvement with your school would be welcomed by them and that they would advise us concerning the school's compliance with their regulations.

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I will advise you as soon as the Government of British Columbia has given final approval to such arrangements. If you are still interested in being associated with British Columbia at that time, we will be able to make the necessary arrangements to discuss your proposal and our requirements.

Yours sincerely,

**Original Signed  
By Minister**

Paul Ramsey  
Minister

ENSING/cmg/mot  
356-7811  
Ref. 36409  
fc: Minister's Office  
Correspondence Unit  
Independent Schools Branch

Manager	Director	ADM	Corresp. Coord. (MCU)	DMO (if nec.)	MO



# DALIAN MAPLE LEAF INTERNATIONAL SCHOOL

#1177 - 1100 Melville Street, Vancouver, B.C. Canada V6E 4A6

Tel: (604) 669 5998 Fax: (604) 669 8676

October 24, 1996

Honorable Moe Sihota  
Minister of Education,  
Skills and Training  
Parliament Building  
Victoria, B.C.  
V8V 1X4

Dear Mr. Sihota;

I am pleased to advise you that the Dalian Maple Leaf International School is now in the second year of operation and presently enrolls 277 students in grades 1 - 10. We expect to increase enrollment by 250 students each year for the next four years.

Mr. Minister, our school provides the basic Chinese curriculum to our students in grades 1 - 8.

In addition, these students receive daily instruction in English as a second language. Our students take two years to complete grade 9 with one year being solely devoted to an English Immersion Program.

Instruction in grades 10 - 12 is in English, with instruction provided by B.C. certified teachers following the B.C. curriculum. We presently have four teachers from B.C. teaching at the grade 9 + 10 levels. Our Superintendent of schools Mr. Denis Therrien is on S22 from S.D. #42 Maple Ridge Pitt Meadows where he was Superintendent since 1987.

Our school is situated in the Jin Shi Tan National Holiday Resort, Dalian China. Support for the school has been very positive not only from parents, but also from those who recognize the value of developing better international understanding through education.

Mr. Sihota, I am formally requesting that Dalian Maple Leaf International School be recognized by the Ministry of Education as an accredited off shore school. I am specifically seeking accreditation for the secondary program with students registered in grades 10-12.

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You will note by the enclosures that the B.C. Government has been aware of this project for some time and that there is considerable support for such a school not only here in British Columbia, but also in China.

Also enclosed is a copy of the Six Year Plan for the School, photos of the school and other supporting documentation. We look forward to working with your officials throughout the process of accreditation. The school is prepared to cover the costs associated with accreditation.

Mr. Minister, this is an exciting and significant project. We would very much welcome the opportunity to arrange a visit for you to our school. If your schedule permitted, we would also assist with visits to other educational programs and help co-ordinate meetings between yourself and government representative in Beijing and Dalian.

I look forward to your early reply and the opportunity to work with representatives from your Ministry.

Yours truly,  
**Dalian Maple Leaf International School**  
Per:



Sherman Jen  
Chairman

DT/ac

Encl.



December 6, 1994

Sherman Jen  
Chairman of the Board  
The International School at Dalian  
1200-999 West Hastings St  
Vancouver British Columbia  
V6T 2W2

Dear Sherman Jen:

Thank you for your letter of September 20, 1994, regarding your desire to obtain British Columbia accreditation for The International School at Dalian in northern China. Please accept my apologies for the delay in responding.

As you know, our government is committed to expanding and increasing economic and trade opportunities for British Columbia, particularly in the Pacific Rim. We are always pleased to see initiatives taken by British Columbians which will contribute to establishing, maintaining and enhancing our relationships throughout Asia. I note that you have already purchased a site and are about to begin construction. I agree that your initiative provides tangible evidence of the value of the protocols between the cities of Vancouver and Dalian to foster greater economic cooperation.

I realize the tremendous opportunities for long term relations between China and British Columbia that can be fostered through the establishment of British Columbian schools for Chinese national students such as yours in accomplished at no cost to British Columbia.

I understand that the Minister of Education, the Honourable Art Charbonneau, has received several similar requests in recent months. I will be discussing this concept with Mr Charbonneau to determine how British Columbia recognition of off-shore schools could be a part of our overall international initiative and strategy.

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Sherman Jen

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December 6, 1994

Thank you for taking the time to share your proposal with me. Please be assured that this issue will receive serious consideration.

Seasons Greetings!

Sincerely,

A handwritten signature in cursive script that reads "Mike Harcourt". The signature is written in dark ink and is positioned above the printed name and title.

Mike Harcourt  
Premier

cc: The Honourable Art Charbonneau  
Minister of Education

**INFORMATON NOTE**  
**MINISTRY OF EDUCATION, SKILLS AND TRAINING**

**DATE:** September 11, 1997

**PURPOSE:** Information Note  
EP97-00151

**PREPARED FOR:** Honourable Paul Ramsey  
Minister of Education, Skills and Training

**SUBJECT:** International Education Marketplace

**PURPOSE/ISSUE:**

To receive approval to proceed with the International Education Marketplace as a revenue producing initiative for the Ministry of Education, Skills and Training.

**DECISION REQUIRED:**

Approval to proceed using the Maple Leaf School in Dalian, China as a "demonstration site" to determine the viability of creating a revenue stream to the Ministry, as well as assessing the overall potential of certifying offshore schools as part of a strategy to encourage "revenue producing students" to enter the post-secondary education system in British Columbia.

**BACKGROUND:**

British Columbia is in the final stages of discussions which would lead into a process of certification for the Maple Leaf School in the Province of Dalian in China. An overlying assumption to the possibility of certification is the notion that there will be no cost to the taxpayers of British Columbia.

The Maple Leaf School certification will encompass approximately 75 students in grades 10, 11 and 12. This is a small initiative to begin with, but would provide a demonstration site to determine the feasibility of creating a revenue stream in other locations both in China and in other parts of the world.

**DISCUSSION:**

Potential markets in the Asia Pacific include South Korea, Japan, Hong Kong, Taiwan, Malaysia, Singapore, Thailand, the Philippines, Indonesia and other provinces in China. A complementary benefit to any short-term revenue from brokering, which would justify the certification from a "no cost" to the taxpayer requirement, is the longer term potential of attracting "revenue producing students" to the senior grades in the K-12 system and particularly to the British Columbia Post Secondary system (e.g. Capilano College, Simon Fraser University and post-graduate work at Royal Roads in International Business and Leadership).

Discussions with the publishing industry have resulted in complete support of the initiative. The publishers expressed a preference for the Province to broker their resources directly to the offshore location in the early stages of market development. Over time, they would develop business relationships that would allow them to deal directly with the foreign market. The Ministry's involvement in the short term would be to lead the process that would identify the appropriate resources to be used, to aid in the discussions required to secure international rights for the products to be used and to ensure a fair pricing structure.

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## BRIEFING NOTE

### MINISTRY OF EDUCATION, SKILLS AND TRAINING

**DATE:** April 1, 1998

**PURPOSE:** Brief the Minister on the status of the Dalian Maple Leaf International School initiative and the resulting opportunities for involvement of the former Premier in sign-off activities related to the accreditation of the School and the enhancement of British Columbia's relationship with the Host city of Dalian and the Host province of Liaoning.

**PREPARED FOR:** Honourable Paul Ramsey, Minister  
Don Avison, Deputy Minister

**SUBJECT:** International Education - Dalian Maple Leaf International School

: BC Program

#### BACKGROUND:

- An update initiated by Paul Pallan and Blair Littler on the Dalian School with a focus on the potential role Mike Harcourt could play in positioning this initiative from an International perspective on behalf of the Ministry of Education.
- In August of 1993 an invitation was extended to the then Ministry of Skills, Training and Labour, through the Chinese Consul-General - Vancouver, to enter into a Memorandum of Understanding between the Province and the State Education Commission of the People's Republic of China (PRC). The focus of the memorandum is to strengthen education ties between the Province and PRC, develop formal education exchanges and cooperative agreements in order to provide greater opportunities for students and teachers, and further enhance trade opportunities between the two parties.
- In September 1995 Executive Committee approved an international education framework which established broad objectives. The Offshore Schools proposal is consistent with these objectives.
- British Columbia has completed the final stage of discussions and review leading to the certification of the Dalian Maple Leaf International School. The notion of the Ministry of Education entering into agreements with overseas school authorities to certify schools satisfactorily delivering the British Columbia curriculum was formally supported by the former Premier in March of 1995. The Dalian School is the first school to be considered.
- The final approval is subject to the understanding that there is no cost to the taxpayer and, if possible, revenue is generated for the Province. The potential revenues would result from possible brokering of resources to support the curriculum, and/or assignment of an initial and subsequent annual certification fee, and revenue from students entering the post secondary education system in BC. (see Decision notes EP97-0015 & Cliff log#42788)



- In October 1998 approval was received from Ministers Council to characterize the Dalian initiative as a "demonstration site" for the purpose of assessing the brokering and revenue opportunities presented by the certification of the Maple School
- In December of 1998 the Assistant Deputy Minister of Educational Programs led a delegation to China (composed of Industry and Ministry staff) with the purpose of assessing the opportunities for Canadian and Chinese education providers to form successful relationships with their counterparts. British Columbia's interest was to facilitate business ventures that would result in a straight economic return and/or preferential pricing for BC as the catalyst in these relationships.
- The Honourable Mike Harcourt has exhibited a deep interest in the Offshore Schools initiative and particularly in Dalian. He has offered to represent the Ministry in a formal Maple Leaf School Accreditation signing ceremony in China. He is supportive of the notion of a formal MOU with the city of Dalian and the Province of Liaoning and has made arrangements to be in Dalian April 27, 1998 for this purpose. It is my understanding that he will be arranging a meeting with our Minister to discuss the Dalian initiative, confirm a level of support for the initiative and place it within a larger Government policy on Education's role as a major broker in international trade.

## DISCUSSION:

On the basis of formal reviews and an on-site inspection the Governance and Legislation Branch (Independent Schools) is recommending that the certification proceed upon payment of all outstanding costs and fees associated with the evaluation of the school and, upon confirmation that the revenue producing conditions have been met satisfactorily. Staff are still discussing with Denis Therrien, Superintendent of the Maple Leaf School, the revenue flow that would result from the Ministry facilitating the acquisition of approximately 100,000 dollars worth of resources. Based on a 15% brokerage fee this would produce a revenue of 15,000.

There needs to be more analysis done on the feasibility of pursuing the notion of generating revenues from brokering resources. An alternative to linking the revenues to resources is linking the revenues to a substantive up front "accreditation fee" followed by an annual fee. The fee structure could be based on student threshold levels. The dollar value per student in these thresholds could be dependent on the grade levels that they fall into. The actual dollar value per student could be a pro-rated amount from the approximate \$12,500 fee that foreign students currently pay to attend k-12 public schools in the province. This fee could be rationalized on the basis that the Province has made a substantial investment in the curriculum and on the basis that there is such a large demand for Offshore Certifications.

Once the Maple Leaf School has been certified there is a need for the Ministry to confirm its position on Certifying offshore schools and the role this will play from a larger government perspective. Within the context of government Education's role as a facilitator for larger trade and revenue producing ventures is perceived as powerful and the bridge for governments and industry in international trade initiatives. This is beyond the approximate \$300M annually that results from offshore students pursuing their education in BC.

The extent to which the former Premier should represent British Columbia in offshore activities needs further discussion. His role in signing the agreements noted above may be limited to a "Witness Activity". The documents would be signed by our Minister and

the former premier would witness these and extend congratulatory remarks from our Minister on behalf of the Government. This approach would not necessitate any statutory extensions to the former premier.

The larger MOU between the Peoples Republic of China and the Province of British Columbia is currently being refined for presentation to Treasury Board. s. The MOU's being supported by the former Premier are very general in nature and are meant to be a good will gesture. They would not be in conflict with the larger MOU previously noted.

#### RECOMMENDATIONS:

(1) The Ministry initiate inter-Ministry and inter-agency discussions to confirm the role of the K-12 education system is to play in facilitating the larger government initiatives associated with trade and positioning. This would provide the Ministry with a framework for coordinating the activities of the School Districts in offshore locations and would aggregate the activities to governments best advantage.

(2) Request the former Premier to represent the Ministry in "witness activities" noted above (draft MOU's and correspondence attached). Prior to this occurring it is recommended that a discussion and/or meeting take place where the former premier is advised of the Ministry's positioning approach to accrediting offshore schools.

(3) Request the appropriate ministry staff to continue with the analysis of revenue producing opportunities with recommendations to be tabled by September 1999. This analysis should be linked to the recommendations flowing from the discussions identified in (1) above.

#### PREPARED BY:

Name, Roy Emperingham  
Manager, Learning Resources and  
Business Relations  
Program Standards and  
Educational REsources

#### APPROVED BY:

Paul Pallan, ADM \_\_\_\_\_  
Education Policy and Programs Division  
  
Don Avison \_\_\_\_\_  
Deputy Minister

Version #  
Dated:  
Updated:

## OFFSHORE EDUCATION AGREEMENT

THIS AGREEMENT made the 19<sup>th</sup> day of MARCH, 1998

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:

Mr. Sherman Jen, 15th Floor, Golden Horse Building, Dalian, ETDZ,  
Liaoning, China, PRC

(the "Authority")

OF THE SECOND PART

WHEREAS:

The Authority has requested the Province to inspect the School and provide direction to the Authority respecting the operation of this school as the students enrolled in this school will follow the British Columbia curriculum and are to receive British Columbia Certificates of Graduation upon completion of their Grade 12 programs;

The Province is prepared to provide this direction to the Authority and to inspect the School to ensure that its educational program meets the standards established for schools in British Columbia.

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:

### DEFINITIONS

1.01(1) In this Agreement:

"British Columbia Agent" means the person chosen by the Authority, and approved by the Ministry, to act as its agent in British Columbia under paragraph 6.01;

"Certificate of Qualification" means a certificate of qualification issued under the *Teaching Profession Act* or the *Independent School Act*, but does not include a letter of permission issued under either of those Acts;

"Certification" means the status granted to an educational institution operating a school outside the Province, whereby the students enrolled in the school may graduate with a British Columbia certificate of graduation;

"Certified Teacher" means a teacher who holds a certificate of qualification;

"College of Teachers" means the College of Teachers established under the *Teaching Profession Act*; R.S.B.C. 1987, c. 19;

"Data Report" means the information set out in Schedule B

"Educational Program" means an organized set of learning activities that is designed to enable students to develop their individual potential and to acquire the knowledge, skills and attitudes needed in a modern industrial society;

"Educational Program Guide" means an educational program guide set out in the educational program guide order, Ministerial Order 165/93;

"Evaluation Catalogue" means the Province's evaluation form, which when completed by an Authority, provides information regarding the administration, curriculum and operation of the School;

"Event of Default" means any of the events described in paragraph 15.01;

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

"Inspector" means the Inspector of Independent Schools appointed under the *Independent School Act*;

"Minister" means the Minister of Education and includes the Deputy Minister of the Ministry of Education and any person designated by either of them to act for or in their respective behalf with respect to any provision of this Agreement;

"Principal" means the teacher responsible for administering and supervising the School;

"Provincially examinable" means the examinations for courses numbered 12 which are Provincially examinable, as determined in the "Handbook of Procedures for grade 12 Transcripts and Examinations," produced by the Province and in effect for the applicable School year.

"School" means the body of persons who are enrolled in grades 10 to 12 in "the Dalian Maple Leaf International School - British Columbia Program" located, within the Educational Institution called Dalian Maple Leaf International School at Dalian in the People's Republic of China, under the supervision of a Principal employed by the Authority, and includes the teachers associated and facilities associated with Dalian Maple Leaf International School - British Columbia Program;

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

"School Year" means the period during which a grade level is usually completed;

"Student" means a person enrolled in the School;

"Teacher" means a person employed by the Authority to provide an educational program to students or to administer or supervise the provision of an educational program to students in the School and includes the Principal;

"*Teaching Profession Act*" means the *Teaching Profession Act of British Columbia*, R.S.B.C. 1996, c. 449;

"Term" means the period described in paragraph 2.01.

- 1.01(2) Where there is a conflict or a difference in meaning between the English and the Chinese version of this Agreement, the English version shall apply.

## **TERM**

- 2.01 The term of this Agreement will, notwithstanding the actual date of execution and delivery of this Agreement, be deemed to commence on March 1, 1998 and will end on July 30, 2000.

## PROVINCIAL COMMITMENTS

- 3.01 During the Term of this Agreement, the Province will, at a time that the Province considers appropriate, provide the Authority with
- (a) the number of copies, specified by the Authority, of all Provincial examinations, at a time that permits all students taking the course, to write the Provincial examination,
  - (b) a transcript of the final grades for the courses numbered 11 or 12 for each student, in accordance with the Handbook of Procedures - Grade 12 Transcripts and Examinations, and
  - (c) the British Columbia Certificate of Graduation for each student who has completed the graduation requirements set out in the Graduation Requirements Order, Ministerial Order 205/95, made under the *School Act*.
- 3.02 The Province will provide the Authority with a copy of each inspection and evaluation report prepared for the School, as soon as possible after the inspection and evaluation have been completed.

## REPRESENTATIONS AND WARRANTIES

- 4.01 The Authority represents and warrants to the Province and the Minister with the intent that they will rely thereon in entering into this Agreement that
- (a) there is no law or decision of a governmental Authority, which would prohibit the operation of the School in the manner contemplated by this agreement or the Authority entering into this agreement with the Province;
  - (b) the Authority does not know of any fact that adversely affects, or might adversely affect, in a material way, the Authority's properties, assets, condition (financial or otherwise), business or operations or its ability to fulfill its obligations under this Agreement;
  - (c) the Authority has the power and capacity to accept, execute and deliver this Agreement;
  - (d) this Agreement is binding upon and enforceable against the Authority in accordance with its terms; and
  - (e) the Authority is the owner and has operated the School in accordance with the laws of the People's Republic of China for at least 18 months before the execution of this Agreement.

- 4.02 All statements contained in any certificate, application or other document delivered before or during the Term; by or on behalf of the Authority to the Province under this Agreement or in connection with the School and the operation of the School contemplated hereby will be deemed to be representations and warranties by the Authority under this Agreement.
- 4.03 All representations, warranties, covenants and Agreements made herein and all certificates, applications or other documents delivered by or on behalf of the Authority 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.

## **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 Authority will be an independent contractor and not the servant, employee or agent of the Province or the Minister.
- 5.03 The Authority will not in any manner whatsoever commit or purport to commit either or both the Province or the Minister to the payment of money to anyone.
- 5.04 The Province may, from time to time, give instructions to the Authority in relation to the operation of the School, and in the administration of various programs, including the conduct of examinations and tests, and the Authority will comply with those instructions but will not be subject to the control of the Province regarding the manner in which those instructions are carried out

## **BC AGENT**

- 6.01 The Authority will during the Term maintain an agent within British Columbia, with full power and jurisdiction to represent the Authority in all dealings with the Province, who is a Canadian citizen or landed immigrant, and who is fluent in English.
- 6.02 Mr. Denis Therrien, with an office located at Suite 1177, 1100 Melville Street, Vancouver, British Columbia, V6E 4A6, is hereby designated by the Authority to act as the British Columbia Agent.
- 6.03 Subject to paragraph 6.04, the Authority may designate different persons from time to time to act as its British Columbia Agent.



- 6.04 The Authority will not make any material change to the British Columbia Agent without first obtaining prior approval of the Province.
- 6.05 For the purposes of paragraph 6.04, "material change" includes, but is not limited to the replacement of the British Columbia Agent, change in the power and jurisdiction of that agent, any change in officers or directors or majority ownership if the British Columbia Agent is a corporation, or any change in the membership if the British Columbia Agent is a partnership.

### **APPLICATION FOR CERTIFICATION**

- 7.01 In order to apply for Certification, the Authority will submit an Application for Certification that is accompanied by
- (a) a fully and accurately completed Evaluation Catalogue;
  - (b) a complete and accurate list of Students, which details the name, date of birth, grade level, date of enrollment, date of withdrawal, if any, of each Student; and
  - (c) documentary evidence from the appropriate government authorities of the City of Dalian, and Liaoning Province in the People's Republic of China, as the case may be, indicating that the Authority is complying with the legal requirements of that government.

### **INSPECTION AND PAYMENTS FOR INSPECTION**

- 8.01 On receipt of the funds referred to in paragraph 8.06 and the Authority complying with all the provisions of this Agreement, the Province will at least once during that School Year and each subsequent School Year of the Term
- (a) inspect the School, the records of the Authority, buildings used in conjunction with the School, and the provision of the educational program to Students, and will, if possible conduct this inspection at times that are convenient to both the Authority and the Province, and
  - (b) conduct an evaluation of the School and the operation of the School.



8.02 The Authority will, at the request of the Province,

- (a) permit the Inspector or a person authorized by the Inspector
  - (i) to enter, at any reasonable time, a School building, any other building, used in conjunction with the School, offices of the Authority or the grounds and equipment used in conjunction with the School,
  - (ii) to inspect any record of the Authority relating to the operation or administration of the School, including student and staff records, and
  - (iii) to examine the achievement of students and examine and assess teachers, programs, and operations and administration of the School, and
- (b) permit the Inspector or person authorized by the inspector to do everything necessary to conduct a thorough and complete evaluation of the School for the purposes of this Agreement, including the following:
  - (i) the evaluation of teachers,
  - (ii) observation of teaching methods and other methods of providing an educational program to students and of the operation of Authority and School,
  - (iii) the examination of educational programs provided by the School, resource materials used by the School, and
  - (iv) the review of the method of conducting test fire drills and the method of implementation of other safety procedures.

8.03 The Authority will provide all the support necessary for the Province to conduct a thorough and complete inspection or assessment of the School and its operation.

8.04 All written material that the Province considers necessary to properly inspect and evaluate the School under this agreement will be provided in English.

8.05 The Authority will provide an English/Mandarin Chinese interpreter, if the staff of the Authority who are providing information to the persons conducting an inspection and evaluation are not fluent in English.

- 8.06 The Authority will pay in Canadian dollars, within 60 days of receipt of a notice from the Province, the amount specified by the Province in the notice for the required application fee, the fees for inspection and evaluation of the School and fees related to conducting Provincial examinations and providing transcripts and graduation certificates and related services.
- 8.07 The notice referred to in paragraph 8.06 will reflect the costs that the Province estimates it will incur in performing its functions and duties required under this agreement, for the next year, and will include the types of costs referred to in Schedule C, but is not restricted to those costs.
- 8.08 Where the actual costs for a School year incurred by the Province under this Agreement, are greater than the funds submitted under paragraph 8.06 for that School year, the Authority will pay the Province within 60 days of receipt of a notice from the Province
- (a) all costs incurred by the Province during the School year
    - (i) in conducting inspections and evaluations of the School, and reviewing the various reports and documents submitted related to inspection and evaluation of the School,
    - (ii) in providing transcripts, graduation certificates, Provincial examinations, and other information and documents to the Authority,
    - (iii) for marking Provincial examinations;
- less
- (b) the monies paid under paragraph 8.06 for that School year.
- 8.09 If the monies paid under paragraph 8.01 exceed the amount determined under paragraph 8.08(a), the monies to be paid under paragraph 8.06 for the subsequent School year will be reduced by that amount.
- 8.10 On request, the Authority will provide the persons conducting an inspection with a location that is private and quiet during the period that the Province is conducting an inspection and evaluation under this paragraph.

## RECORDS AND REPORTS

- 9.01 The Authority will establish and maintain in English accurate and current records of the operation of the School, and permit the Minister at any time or times during normal School hours, to copy or audit, or both, any and all records.

- 9.02 The Minister may, from time to time, request the Authority to provide, in English, the data described in Schedule B, and other information necessary for the Minister to carry out his functions and duties under this agreement.
- 9.03 Where the Minister requests that a person with specified credentials prepare a report requested by the Minister, the Authority will ensure that this direction is complied with and the report is prepared in English and in accordance with the Minister's directions.
- 9.04 Subject to the laws of the People's Republic of China, the Authority will, at the time the Inspector requires, deliver to the Inspector, or a person designated by the Inspector, 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 Inspector.

#### **GRANTING OF CERTIFICATION**

- 10.01 After conducting an inspection and evaluation of the School, the Province may grant certification, with or without conditions, to the Authority with respect to the School where
- (a) the Report provided to the inspector after the inspection and evaluation of the School recommends certification, with or without conditions; and
  - (b) the Authority, in the opinion of the Inspector, complies with the terms of this Agreement.

#### **MAINTENANCE OF CERTIFICATION STATUS**

- 11.01 Certification of the Authority lapses on the anniversary of the date it was granted unless
- (a) the Province has conducted an inspection and evaluation of the School in accordance with paragraphs 8.01 to 8.10, during that School Year;
  - (b) the Report provided to the inspector after the inspection and evaluation of the School recommends certification, with or without conditions; and
  - (c) the Authority, in the opinion of the Inspector, complied and continues to comply with the terms of this Agreement.

## OPERATION OF THE SCHOOL

12.01 If the Authority is granted Certification Status, the Authority will

- (a) operate the School and provide an educational program to Students in accordance with the requirements set out in Schedule A to this Agreement;
- (b) obtain the prior approval of the Province before making any change to
  - (i) the educational program provided to the Students,
  - (ii) the operation of the School, or
  - (iii) facilities associated with the School,

if the change, could result in the Authority not meeting its obligations under this Agreement;

- (c) comply with all applicable laws, bylaws, orders, directions, rules and regulations of any city, state and federal government body in the People's Republic of China or branch or agency thereof directly or indirectly applicable to the Authority, the School or this Agreement; and
- (d) notify all Students or applicants for enrollment in the School, that no graduation certificates will be issued for Students enrolled, where the Authority has not met the requirements of the Agreement.

12.02 The Authority will

- (a) on the request of the Province, provide the Province with a letter, from the appropriate city, state, or federal government having jurisdiction where the School is located that states that the governmental body has no concerns respecting the Authority's compliance with its laws, or directions,
- (b) if requested by the Province, provide evidence satisfactory to the Minister that the representations and warranties set forth in paragraph 4.01 are true and correct, and
- (c) will comply with any direction or request made by the Minister or Inspector under this agreement as soon as practically possible.

## INFORMATION AND PUBLIC ANNOUNCEMENTS

- 13.01 Where the Authority is granted Certification with respect to the School, the Authority must ensure that the School's educational program, fees, accommodation and policy pertaining to the refund of School fees and other costs are consistent with any promotional material published or supplied by the Authority.
- 13.02 Where the Authority is granted Certification, the Authority may state in its publications that it is "certified by the Province of British Columbia", but must not use any other phrase to denote approval, or accreditation by the Province.
- 13.03 Prior to the authority being granted certification, it may not use the phrase described in 13.02, or any other phrase to denote certification or accreditation by the Province.

## REPORT OF DISMISSAL, ETCETERA

- 14.01 If an Authority dismisses, suspends or otherwise disciplines a person holding a Certificate of Qualification, it must
  - (a) without delay, report the dismissal, suspension or disciplinary action to the Council of the College of Teachers giving reasons if that person holds a Certificate of Qualification issued under the *Teaching Profession Act*, and must send a copy of the report to the person holding a Certificate, and to the Province; and
  - (b) report the dismissal, suspension or disciplinary action to the Province, giving reasons and must send a copy of the report to the person dismissed, suspended or disciplined, if that person holds a Certificate of Qualification, issued under the *Independent School Act*.
- 14.02 If a person holding a Certificate of Qualification issued under the *Teaching Profession Act* resigns from the employment with the Authority, the Authority must without delay report the circumstances of the resignation to the Council of the College of Teachers, if the Authority considers that it is in the public interest to do so and must send a copy of the Report to the person holding the Certificate and a copy of the report to the Province.
- 14.03 If a person holding a Certificate of Qualification issued by the Inspector of Independent Schools under the *Independent School Act* resigns from employment with the Authority, the Authority must without delay report the circumstances of the resignation to the Province if the Authority considers that it is in the public interest to do so and must send a copy of the report to the person who has resigned.

## DEFAULT AND TERMINATION

15.01 Any of the following events will constitute an Event of Default, namely:

- (a) the Authority fails to comply with any provision of this Agreement or a request or direction of the Minister or the Inspector, made under this agreement;
- (b) the Authority fails to correct all deficiencies noted in an inspection Report referred to in paragraph 10.01(a) or in a grant of certification within the time specified and if no time was specified, within a reasonable time;
- (c) any representation or warranty made by the Authority to the Province before or during the Term of this Agreement is untrue or incorrect;
- (d) any information, oral or written statement, certificate, report or other document furnished or submitted by or on behalf of the Authority pursuant to or as a result of this Agreement is untrue or incorrect;
- (e) the Authority ceases, in the opinion of the Minister, to operate;
- (f) a change occurs with respect to one or more of the following, including all, of the properties, assets, condition (financial or otherwise), business or operations of the Authority which, in the opinion of the Minister, materially adversely affects the ability of the Authority to fulfill its obligations under this Agreement; and
- (g) certification of the Authority is not maintained.

15.02 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 discretion, exercisable by written notice to the Authority, terminate this Agreement and cancel the certification of the Authority.

15.03 Where the Agreement is terminated under paragraph 15.02, the termination of the Agreement and the cancellation of the certification is effective at the end of the School year in which the written notice referred to in that paragraph is sent.

15.04 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.

- 15.05 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.
- 15.06 This Agreement may be terminated by either party and the Certification canceled, if during that School year, the Authority or the Province receives a written request to terminate from the other party to this Agreement.
- 15.07 Termination under paragraph 15.06 and cancellation of the Certification will become effective at the end of the School year, unless another date is agreed to by the Parties.
- 15.08 Where this Agreement is terminated, or notice of termination is received or deemed received by the Authority, the Authority will not advertise in any way that suggests that the School is certified by the Province or that the students enrolled in the School will receive a B.C. Certificate of Graduation.

#### **ASSIGNMENT AND SUBCONTRACTING**

- 16.01 The Authority will not without the prior written consent of the Minister assign, either directly or indirectly, or subcontract this Agreement or any right of the Authority under this Agreement.

#### **NOTICES**

- 17.01 Any notice, including a notice of termination, consent, waiver, statement, other document or payment and any or all of the material that either party may desire or be required to give or deliver to the other will be conclusively deemed validly given or delivered to and received by the addressee, if delivered personally on the date of delivery or, if mailed, on the 14th business day after the mailing of the same in Canada by prepaid post addressed,

if to the Minister or the Province:

Ministry of Education  
3rd Floor, 620 Superior  
Victoria, British Columbia  
V8W 9H1

Attention: Inspector of Independent Schools



and if to the Authority:

Mr. Sherman Jen  
c/o Mr. Denis Therrien  
B.C. Agent for  
Dalian Maple Leaf International School  
Suite 1177, 1100 Melville Street  
Vancouver, British Columbia  
V6E 4A6

Attention: Mr. Denis Therrien

- 17.02 Either party may, from time to time, give written notice to the other party of any change of address of the party giving such notice and after the giving of such notice the address therein specified will, for purposes of paragraph 17.01 be conclusively deemed to be the address of the party giving such notice.
- 17.03 Any notice, including a notice of termination, report, direction or other document transmitted by facsimile transmission from either party will be conclusively deemed validly given to and received by the other party when so transmitted to the facsimile numbers provided by that party.

#### **NON-WAIVER**

- 18.01 No term or condition of this Agreement and no breach by the Authority of any such term or condition will be deemed to have been waived unless such waiver is in writing signed by the Minister.
- 18.02 The written waiver by the Minister of any breach by the Authority 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 Authority of the same or any other term or condition of this Agreement.

#### **ENTIRE AGREEMENT**

- 19.01 This Agreement constitutes the entire Agreement between the parties with respect to the subject matter of this Agreement.



## **FURTHER ACTS AND ASSURANCES**

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

## **TIME OF ESSENCE**

- 21.01 Time will be of the essence of this Agreement.

## **SURVIVAL OF PROVISIONS**

- 22.01 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 expiration or sooner termination of this Agreement.

## **INTERPRETATION**

- 23.01 This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.
- 23.02 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.
- 23.03 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.
- 23.04 Any reference to an enactment in this Agreement, whether or not that enactment has been defined, includes any amendments made to those enactments.
- 23.05 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.
- 23.06 The Schedules to this Agreement are an integral part of this Agreement as if set out at length in the body of this Agreement.
- 23.07 No amendment or modification to this Agreement will be effective unless it is in writing and duly executed by the parties.

- 23.08 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.
- 23.09 All dollar amounts expressed in this Agreement refer to lawful currency of Canada.
- 23.10 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.
- 23.11 Nothing in this Agreement operates as a consent, permit, approval or authorization by the Government of the Province of British Columbia or any Ministry, Branch or agency thereof to or for anything related to the School or certification that the Authority is required to obtain unless it is expressly stated herein to be such a consent, permit, approval or authorization.

#### **SUCCESSORS AND ASSIGNS**

- 24.01 This Agreement will enure to the benefit of and be binding upon the Authority and its successors and permitted assigns and the Province and its assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year 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:

S22

(Witness)

*u*

*Paul Hillman*

For the Minister of EDUCATION

[the Authority]

SIGNED BY @Sherman Jen in the presence )  
of: )

(Signature)

S22

(Witness)

## SCHEDULE "A"

### SCHOOL OPERATIONS

#### SCHOOL OPERATIONS

1. The Authority will ensure that:
  - (a) only a person who is a certified teacher is appointed as the Principal of the School;
  - (b) only certified teachers plan, evaluate and provide the major delivery of educational programs to students, prepare and provide all reports to parents of students, respecting the progress of those students;
  - (c) it does not employ anyone as a certified teacher unless that person has had the same type of criminal record check done, as is described in the *Criminal Records Review Act* R.S.B.C. 1996, c.86, within the last 5 years;
  - (d) the School facilities and equipment are, in the opinion of the Minister, adequate for instructional purposes, and meet the local safety standards, including the building codes in effect in the People's Republic of China;
  - (e) the terms and conditions of employment for all certified teachers are set out in writing at the time the offer of employment is made, and the offer of employment to all teachers shall be in writing and include the following information:
    - (i) hours of work,
    - (ii) the duties of the teacher,
    - (iii) the teaching assignment,
    - (iv) accommodation provided or available,
    - (v) cost of living,
    - (vi) length of School day,
    - (vii) length of School year,
    - (viii) salary and benefits,
    - (ix) policies and procedures respecting student disciplined, and

- (x) all other relevant matters in the opinion of the Inspector relating to the employment agreement such as travel arrangements, medical expenses, VISAS, etc.

## **PART II - EDUCATIONAL PROGRAM**

2. The Authority will ensure that

- (a) the School's educational program for the School Year
  - (i) complies with the instructional time and program requirements set out in sections 1.1 to 6 of the Educational Standards Order, M.41/91 and enactments referred to in that order, as if it was an Authority under the *Independent School Act*, and
  - (ii) provides the educational program in a manner satisfactory to the Inspector.
- (b) all students participate, in accordance with the directions of the Province, in Provincial examinations for all courses that are Provincially examinable under the *School Act*.
- (c) it establishes and maintains, to the satisfaction of the Province, an evaluation program
  - (i) that demonstrates student progress in achieving intellectual, human, social, and career development,
  - (ii) that includes the Grade 12 Provincial Examination Program, and
  - (iii) where the learning outcomes required under Item 2 of this Schedule are met for all the Students.

**SCHEDULE "B"**

1. The Authority will ensure that
  - (a) Form I-2001 provided by the Province is fully and accurately completed for each certified teacher, in a timely fashion,
  - (b) in each semester, a list is provided which includes the name, birth date, grade, date of enrollment and withdrawal for each Student,
  - (c) a completed evaluation catalogue is submitted to the Province, at the times specified by the Province,
  - (d) Provincial Examination registration forms are forwarded to the Province, as instructed by the Province,
  - (e) the completed Provincial examination for each student who took the examination is forwarded to the Province in a timely manner, and in accordance with the directions of the Province, and
  - (f) all Grade 11 and 12 marks for each Grade 12 student are forwarded to the Province, in accordance with the instructions of the Province.
2. The records referred to in paragraph 1 of this Schedule must be in English.

**SCHEDULE "C"****SCHEDULE OF ESTIMATED INSPECTION PAYMENTS****Related Cost Estimates for Certification Team**

- (a) An application fee of \$3,000
- (b) The return airfare, and other transportation expenses between British Columbia and the School
- (c) Accommodation and meals in the city where the School is located
- (d) A professional fee of \$350 per person, per day
- (e) Personal expenses (e.g., insurance, medical, passport, legal, phone, miscellaneous)



**MINISTRY OF EDUCATION, SKILLS AND TRAINING  
Independent Schools**

PO BOX 9153 STN PROV GOVT  
VICTORIA BC V8W 9H1  
Telephone: (250) 356-2508  
Facsimile: (250) 953-4908  
E-mail: Jim.Beeke@gems1.gov.bc.ca

**FACSIMILE COVER SHEET**

Date: March 9, 1998

**Please deliver the following page(s) to:**

Name: Denis Therrien

Fax Number: 011 86 411 790 0143 / 011 86 411 761 3723

From: James W. Beeke : Coordinator-Independent Schools

Total Number of Pages Including Cover Sheet

*If you do not receive these pages, please call as soon as possible.*

Denis:

Sorry about the delay in returning a message to you. Our deputy was waiting for sufficient confirmation from Mme Gho, the consul general for China in Vancouver that there is no prohibitive problem with the dispute involving Sherman Jen in Hainan province. The official clearance from our deputy was not received until this morning!

1. Tickets have been booked for both Tom and I.
2. Passports and visas have been received.
3. The itinerary looks fine. I received your e-mails regarding the added March 15 and 18 meetings.
4. Thanks for caring for all hotel accommodations and out of pocket expenses.
5. How many exchange gifts should we bring along, e.g., State Education Commission, Dalian Mayor's Office, Sherman Jen, School? Others? Would a book on British Columbia be appropriate? (It may be appropriate to mention ahead of time to various officials that both Tom and I are S22 ).
6. Sight-seeing possibilities would include the Wall(on March 15?) and Forbidden City, Summer Palace, Tianamin Square, Temple of Heavenly ? (on March 20?). Is this reasonable? Other suggestions?



7. I have copies of our finalized Offshore Education Agreement. Would like to review this ahead of time? I could fax it to you - it is 21 pages. When and who will be signing this for the school?

8. Your plans regarding the \$3,000 application payment and per day fees for Tom?

I plan to be in the office today, Monday, and Tuesday, but will be out inspecting a school on Wednesday and Thursday. If you would need to get in touch after Tuesday, my home number/fax is S22 and home e-mail is

S22

Thanks for your prompt response. We're looking forward to the trip and assignment.

Hope to see you soon,

Jim

To: Sam  
From: Gerry.Ensing@gems4.gov.bc.ca (Gerry Ensing)  
Subject: Dalian Maple Leaf International School  
Cc: Paul,Peter,Jim

Sam,

We are set to do the inspection of the Dalian Maple Leaf International School in the week of March 15. Jim and his colleague will be leaving on the 13th and return on the 21st.

Paul Pallan asked me to get in touch with you to confirm that there is a signed agreement regarding the value added business plan, which was the Minister's condition for approval of the certification of the school.

Furthermore, I understood that a Memorandum of Understanding was to be operative between our Province and the Liaoning Province in China. Was this signed before you left, or while you were there, or was it signed at all? Is it still needed? Should I pursue this with Denis Therrien? We don't want to upset anyone because protocols were not followed as needed.

Finally, just to keep you in the picture, you will recall that the original plan called for a two stage approval, the first would extend the "Candidacy" approval, and the final would be the "Certified" approval. For each stage there would be a separate "agreement." However, no agreement was signed for the "Candidate" status. It is our intention to pursue the signing of an agreement in advance of our evaluation for "Certified" status. We will follow this up with Denis. In any case, the agreement will have to be signed before we certify the Dalian Maple Leaf International School. In this respect, I need to know whether we are still owed any remuneration for the Dalian portion of your and Roy's journey.

An early response would be much appreciated.

Page 35 redacted for the following reason:

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S14, S22



**MINISTRY OF EDUCATION, SKILLS AND TRAINING  
Independent Schools**

PO BOX 9153 STN PROV GOVT  
VICTORIA BC V8W 9H1  
Telephone: (250) 356-2508  
Facsimile: (250) 953-4908  
E-mail: Jim.Beeke@gems1.gov.bc.ca

**FACSIMILE COVER SHEET**

Date: February 12, 1998

Please deliver the following page(s) to:

Name: Denis Therrien

Fax Number: 604-669-8676

From: James W. Beeke : Coordinator-Independent Schools

Total Number of Pages Including Cover Sheet

*If you do not receive these pages, please call as soon as possible.*

Denis,

Could you respond to the items listed on the attached Memorandum?

Thanks,

Jim Beeke  
Coordinator, Independent Schools Office



Ministry of Education,  
Skills and Training

Independent Schools Office  
PO Box 9153 STN PROV GOVT  
VICTORIA BC V8W 9H1

Phone: (250) 356-2508  
Facsimile: (250) 953-4908

## MEMORANDUM

February 12, 1998

Mr. Denis Therrien  
Dalian Maple Leaf International School  
Suite 1177 - 1100 Melville Street  
Vancouver, BC V6E 4A6

Denis,

As we have previously discussed, could you please provide us with the following ASAP:

1. Updated Evaluation Catalogue copy. (letter)
2. Trip itinerary for Tom and I.
3. Payment procedure for Tom's \$350 daily fee (\$350 x 5) and both of our travel, lodging and food expenses.
4. Payment of \$3,000 application fee.
5. Your thoughts regarding our Offshore Education Agreement, who should sign and when?

Thanks for reply, Denis.

Sincerely,  
Jim

*Mou -*

Pages 38 through 39 redacted for the following reasons:

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S14, S22



January 15, 1998

File No. 13150-00

*Dalian* Mr. David O'Brien, Principal  
Maple Leaf International School  
Jinshitan National Holiday Resort  
Dalian, Liaoning  
China, 116116

Dear David O'Brien:

We have received your faxed note of January 12, 1998, along with the sixteen registration forms to register students attending the Maple Leaf International School in Dalian, China.

After receiving your note and the registrations I checked with Gerry Ensing, Inspector of the Independent School Branch, regarding the status of the Maple Leaf International School. Gerry told me that the school's status will be confirmed in March. Once the status has been confirmed and the school has been assigned a school facility number, we will process the exam registrations for your students. There will be sufficient time to register the students and to send the exam material for the June examination session. In April I will send you more detailed information about the examination process.

If you have any questions about this information, please feel free to contact me by phone or facsimile.

Sincerely,

Gayle Good  
Administrative Officer  
Telephone: (250)356-8370  
Facsimile: (250)356-9460

GG/pi

pc: Eulala Mills-Diment, A/Manager  
Gerry Ensing, Inspector, Independent School Branch

Date: Wed, 07 Jan 1998 14:51:45 -0700  
From: sam.lim@gems2.gov.bc.ca (Sam Lim)  
Subject: Re: Dalian Visit & Report  
To: Gerry.Ensing@gems4.gov.bc.ca (Gerry Ensing)  
Cc: roy.emperingham@gems1.gov.bc.ca  
MIME-version: 1.0  
Status:

>Roy,  
>  
>We really can't wait until after your meeting in Toronto. We are meeting  
>with Denis Therrien next week Friday. We need the text of the section that  
>deals with the school, the "Candidate Status" report, some time before we  
>meet with Denis, so that we can carefully consider our requirements in  
>following up on Sam Lim's conclusions and/or recommendations.  
>

Gerry- The main areas as a result of our visit are:

- the general operation of the school appears to be as described in the evaluation catalogue
  - the lack of BC learning resource materials for content areas and for ESL are apparent and must be addressed.
  - timetabling of the BC curriculum needs to be clearly set out but this is related to the availability of learning materials
    - \_ there needs to be a greater focus on inservice support for teachers since I perceived some unnecessary isolationism occurring partly thru workload but largely because it is not an planned priority and an expectation.
  - I will provide further comments as I review my notes...
- >Can you, at least, give us an advanced draft of the section that contains  
>Sam Lim's conclusions and/or recommendations? I rather doubt that the  
>content of that section depends on your meeting with industry.

>  
>Thanks for your consideration.  
>

>At 12:40 PM 1-7-1998, Roy Emperingham wrote:

>>Gerry

>>

>>I am just in the process of developing the Briefing note.....We are  
>>meeting with Industry in Toronto next week and will have it completed after  
>>this meeting. I will send you a copy shortly

>>

>>REgards

>>

>>Roy

>>

>>-----

>>Roy A. Emperingham



>>Manager, Learning Resources and Business Relations

>>Curriculum and Resources Branch

>>Education Programs Division

>>Ministry of Education, Skills and Training

>>Ph: (250) 356-2678 Fax: (250) 387-1527

>>E-mail: Roy.Emperingham@gems1.gov.bc.ca

>

>

>Gerry Ensing, Independent Schools

>Phone: (250) 356-2508 Fax: (250) 953-4908

\*\*\*\*\*

Dr. Sam Lim

Assistant Deputy Minister

Education Programs

Ministry of Education, Skills and Training

e-mail: Sam.Lim@gems2.gov.bc.ca

Phone: 356-2499 -- Fax: 356-6063

\*\*\*\*\*

Date: Mon, 27 Oct 1997 09:09:25 -0700  
From: Gerry.Ensing@gems4.gov.bc.ca (Gerry Ensing)  
Subject: Re: fees for offshore  
To: Janice.Nakamura@gems3.gov.bc.ca (Janice Nakamura)  
Cc: Jim.Beeke@gems1.gov.bc.ca  
MIME-version: 1.0

Janice,

You set the schedule, and we apply it. Sounds more reasonable than the previous amount!

There will be no grade twelve in this year, uit there will be some grade elevens writing exams. I don't know how many. Only a small group.

>Gerry -

>

>Hi. I've done a more detailed costing of the exam/transcript service and  
>decided the rates Al and I previously suggested for the offshore schools  
>was a bit high.

>

>We previously indicated \$500/student. \$300 per student, plus all  
>communication costs (phone/fax/courier) is the figure I've come up with  
>after reviewing the costs. That builds in a profit as well.

>

>Does that seem reasonable to you? I have to do an issue paper for the Fees  
>and Licensing Advisory Cmte so want to have your feedback as soon as  
>possible.

>

>Can you also advise me how many students you expect will be at the Grade 12  
>level in the offshore school next year?

>

>Thanks.

>

>\*\*\*\*\*

>Janice Nakamura

>Assistant Director

>Graduation Certification and Awards Unit

>Evaluation and Accountability Branch

>Ministry of Education, Skills and Training

>620 Superior Street, Victoria, BC

>Postal address: PO BOX 9143 STN PROV GOVT, VICTORIA BC V8W 9H1

>Ph: 250-356-8133 Fax: 250-356-3682

>

>Please note my new email address: Janice.Nakamura@gems3.gov.bc.ca

>

>\*\*\*\*\*

Gerry Ensing, Independent Schools  
Phone: (250) 356-2508 Fax: (250) 953-4908



Ministry of Education,  
Skills and Training

Fed/Prov Relations  
& International  
Education Branch

## MEMORANDUM

To: Dr. Sam Lim *[Signature]*  
Assistant Deputy Minister  
Education Programs

*cc. Royce  
Debbie S.  
→ Terry Ensing*

November 12, 1997  
Our Ref. CN97-00624

**Re: Memorandum of Understanding - BC/State Education Commission (PRC)**

Further to our recent conversation, and in preparation for your upcoming visit to China, I thought it might be helpful if I were to bring you up-to-date on the progress of the proposed Memorandum of Understanding (MOU) with the Chinese State Education Commission. I understand that you are seeking meetings with senior officials of the State Education Commission while you are in China, and I feel sure that this matter will be raised while you are there.

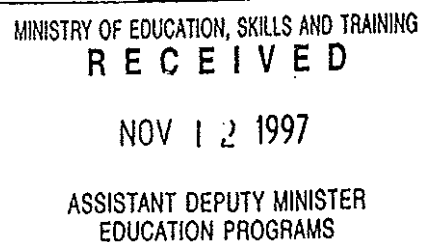
Progress on finalizing the proposed MOU has been delayed, due to a ruling by Treasury Board Staff that now requires it to be submitted to the full Board, in view of potential financial implications for the Province. Andy Jani, our Analyst, has indicated that the Board will accommodate it as a minor item, as soon as we can draw up the necessary documentation. However, I anticipate that it might be some weeks before a decision will be forthcoming from Treasury Board.

Attached is a copy of the latest draft of the proposed MOU itself. In addition, I have attached a copy of a draft letter addressed to Madam Guo Yiquing, the new Chinese Education Consul in Vancouver, through whose office negotiations have been conducted. As the letter to Madam Guo explains, it continues to be the Ministry's view that a general MOU would provide a useful framework for the future development of more specific sectoral agreements. As you will see from our letter, that view has not been shared by the State Education Commission. However, given the concerns expressed by the Ministry and Treasury Board Staff about the financial implications of the proposed agreement, I believe our position should remain firm.

I hope that this information and the attached documentation will be of assistance to you.

*Gail Thomas*  
Gail Thomas  
Director

Attachments





Our Ref. CN97-00559

Madam Guo Yiquing  
Consul  
Consulate General of the People's Republic of China  
at Vancouver  
3380 Granville St  
Vancouver BC V6H 3K3

Dear Madam Guo:

Attached is a draft version of a proposed Memorandum of Understanding (MOU) between the State Education Commission of the People's Republic of China and the British Columbia Ministry of Education, Skills and Training. The purpose of this proposed MOU is to strengthen education ties between our Province and the People's Republic of China.

As you know, the development of an MOU between our respective jurisdictions has taken some considerable time and effort. I am sure that you share the Ministry's view that it is in the best interests of both jurisdictions to finalize the agreement as soon as possible.

At the outset, I would like to re-iterate the Ministry's key objectives in developing an MOU with the People's Republic of China, as follows:

- to strengthen education ties between the People's Republic of China and the Province of British Columbia;
- to develop formal educational exchange and co-operation agreements between the Province of British Columbia and the State Education Commission of the People's Republic of China, in order to provide greater opportunities for students and faculty to study or work in China;
- to further enhance trade opportunities between the People's Republic of China and the Province and equip our students and faculty with skills relevant to the global economy;
- to explore potential international education projects in the People's Republic of China; and,
- to increase the number of institutional linkages and exchange agreements, and to reinforce existing linkages between the Province and the People's Republic of China.

.. /2

It has been the Ministry's view, from the outset, that a broad Memorandum of Understanding, incorporating the above objectives, be developed between the Ministry of Education, Skills and Training and the State Education Commission of the People's Republic of China, out of which more specific, or sectoral, agreements could be developed.

In the Spring of 1995, a second draft of the proposed MOU was developed, in co-operation with Consular staff in Vancouver. This draft was reviewed by the Intergovernmental Affairs branch of the British Columbia Provincial Government, and then passed to the then Department of External Affairs in Ottawa. The Ministry then conveyed the draft to Beijing (State Education Commission) for review. In July, 1995, the Ministry received the attached "Implementation Plan", which was put forward by the Foreign Affairs Division of the State Education Commission for our consideration. At that time, officials of the Ministry of Education, Skills and Training explained to consular staff in Vancouver that the items included in the "implementation plan" were too specific for the purposes of a broad MOU.

I am, therefore, submitting the attached up-dated draft of a proposed MOU, as a template for an umbrella agreement, along with the following recommendations for a series of proposed sectoral agreements upon which the Ministry of Education, Skills and Training is prepared to start negotiating, once the proposed MOU is completed and signed.

With reference to the items contained in the attached "Implementation Plan" proposed by the State Education Commission, it is recommended that we explore the development of sectoral agreements, as follows:

- Item 1 re: provision of teaching materials and exchange of scholars in the field of distance education.
- Items 2 and 3 re: sending Chinese language experts to British Columbia to assist in developing curriculum and compiling of teaching materials; assistance in training British Columbia teachers of Chinese language; and study tours for Chinese language teachers from British Columbia.
- Item 4 re: British Columbia hosting "Chinese professionals" for study tours. Please note that the Ministry requires clarification of what is meant by "Chinese professionals" and the reference to "financial preference".
- Item 5 re: British Columbia's acceptance of the Chinese Language Proficiency Test (HSK). Please note that it is the Ministry's understanding that this is already done at Simon Fraser University.

On a separate, but related issue, it is the Ministry's understanding that the State Education Commission has expressed a wish that the Memorandum of Understanding be signed in Chinese. It is the Ministry's position that two identical versions of the MOU (one in Chinese and one in English) should be signed, providing that the person(s) selected to translate the documentation has or have been approved, in advance, by both parties.

I hope that you will find the proposals made in this letter to be acceptable. I look forward to receiving your response in the very near future.

Yours sincerely,

Don Avison  
Deputy Minister

Attachment

**DRAFT**

## **MEMORANDUM OF UNDERSTANDING**

**BETWEEN:**

The Minister of Education, Skills and Training  
for the Province of British Columbia, Canada ("British Columbia")

**AND:**

The State Education Commission of the People's Republic  
of China ("State Education Commission")

**FOR:**

Strengthening education ties between the Province of British  
Columbia, Canada and the People's Republic of China

This agreement is entered into by the State Education Commission of the People's Republic of China, and the Minister of Education, Skills and Training for the Province of British Columbia, Canada, representing public schools and public post-secondary education institutions of that Province; together cited herein as "the Parties".

WHEREAS, the Parties are mindful of the 1983 General Agreement on Development and Co-operation between the Government of Canada and the Government of the People's Republic of China, and of other agreements and the traditional links and co-operation of which that General Agreement on Development and Co-operation takes note; and of the special cordiality that exists between the Governments, private sectors, and people of the People's Republic of China and the Province of British Columbia, Canada.

WHEREAS, the Parties take note that the General Agreement on Development and Co-operation encourages and is aimed at facilitating greater co-operation between their business communities, associations, institutions, and government agencies, and that the General Agreement on Development and Co-operation variously provides that co-operation in the field of human resource development is a special objective of that Agreement; and the Parties seek to enhance and perpetuate the special relationships that have been developed in the field of human resource development between the Ministries, Departments, and educational institutions of the People's Republic of China and the Province of British Columbia, Canada.



DRAFT

NOW THEREFORE, the Parties have reached the following understanding to promote and participate in co-operation between their constituencies in matters of education, training, their planning and policy-making, and in other matters of human resource development and enhanced quality of life.

Without limiting the generality of the foregoing, the Parties will encourage and assist co-operation in human resource development between universities, university colleges, community colleges, provincial institutes, schools and other educational establishments, in particular in any and all of the following:

1. provide or arrange to provide, each to the other, information on opportunities for and programs of study offered in the one country that are available to students of the other;
2. seek and promote opportunities and programs for study tours, personnel exchanges, and for teachers, faculty members, other education professionals and students in the one constituency to undertake research, teach, or study, including co-operative joint programs of study, in the other constituency;
3. promote joint consortium projects, collaborative research, linkage agreements, and other co-operative ventures on the part of their respective constituents, including the joint provision of human resource development services related to trade between the People's Republic of China and the Province of British Columbia, Canada;
4. promote joint efforts to review, develop, and apply new and emerging technologies that enhance the efficient delivery of education and training services;
5. seek increased awareness, knowledge, and understanding of their respective social, cultural, commercial, and trade traditions, conventions and aspirations.

This agreement is without restriction as to the fields of academic, educational, and training and human resource development.

The agreement may be cited in any undertaking that complies with its terms, between any constituent of the Government of the Province of British Columbia, Canada and the State Education Commission of the People's Republic of China.



Signed in the City of Victoria, in the Province of British Columbia, Canada

	)	
	)	
	)	
	)	
	)	
_____	)	_____
Minister of Education, Skills and	)	Witness
Training	)	
Province of British Columbia, Canada	)	
	)	
	)	
	)	
	)	
_____	)	_____
XXXXXXX	)	Witness
State Education Commission of the		
People's Republic of China		

IMPLEMENTATION PLAN OF THE MEMORADUM OF UNDERSTANDING  
BETWEEN

THE STATE EDUCATION COMMISSION  
OF THE PEOPLE'S REPUBLIC OF CHINA

AND

THE GOVERNMENT OF THE PROVINCE  
OF BRITISH COLUMBIA, CANADA

In order to put into effect of the proposed activities mentioned in the Memorandum of Understanding, the SEdC suggests the Parties to work out an implementation plan to carry out in the following mutual benefit exchange programmes:

1. The Province of British Columbia agrees to provide SEdC with a batch of books or teaching materials in the field of distance education and to sponsor 1 or 2 Chinese scholars to conduct their further study in specialized fields every year. The SEdC agrees to invite 1 or 2 B.C. experts every year to assist SEdC in promoting distance education (include jointly compile related teaching materials).

2. The SEdC agrees every year to send 1 or 2 language experts to B.C. to assist the popularization of Chinese language teaching and Chinese culture, their role could also extend to the teaching materials compilation or curriculum development. It is also possible for the SEdC to help B.C. to train 2-4 young Chinese language teachers, and provide a batch of books and teaching materials (including reference books) in the field of Chinese language teaching.

3. The SEdC agrees to assist 1-2 groups of students or young Chinese language teachers to spend holiday or study in Chinese higher educational institutions (the SEdC do not provide any financial aid, but offer other kind of preference).

4. The province of British Columbia agrees to host a number of groups of Chinese professionals to conduct short period of learning or research at higher educational institutions in the province and give them certain amount of financial preference.

5. The Province of British agrees to accept the Chinese Language proficiency Test (HSK) as an official exchange programme and provide proper support.

The Department of Foreign Affairs  
State Education Commission  
of the People's Republic of China  
July 3, 1995

## FILE NOTE

Date: November 24, 1997

Subject: Dalian Maple Leaf International School

From: Gerry Ensing

---

### Meeting with Sam Lim and Roy Emperingham

- Sam and Roy will be in Dalian on December 3, 4, and 5, 1997 with regard to the brokering of resources in support of the BC curriculum.  
[Mr. Mike Hartcourt will be in Dalian during the month of April 1998.]

By November 28, 1997 we should have a copy of the latest Dalian Evaluation Catalogue to Sam for his use in Dalian, the "Candidate's phase", annotated with the suggestions for further elaboration and completion.

We have already spoken with Denis about it - you will recall. Please prepare the notes on that discussion by section for Sam's use.

We should also ask Sam to determine what provision can be made in Dalian for invigilation to BC standards [to be checked with Al Frisk].

- Denis Therien will return on December 7, 1997.
- The evaluation itself is now proposed for the week of March 23-27, 1998.

In early January Chinese student write school exams, and following that there are school holidays until the end of February.

- The MoU is at Treasury Board at present for their approval. We should soon begin to work on the specific "agreement" for Dalian. There appears to be no chance for the Minister to go to China for a formal signing of the MoU or the "agreement" when that time comes. Perhaps that can be accomplished through the services of the Chinese consulate.
- On the return of Sam and Roy, we should consider writing letters to all those who have expressed interest in becoming BC certified. We will need to know which of these are still serious, and are willing to meet the BC conditions.

The letter should make mention of the fact that all associated costs must be borne by the school, and that the acquisition of resources supporting the BC curriculum

must be brokered through our Ministry. This must be part of the package. Potentially interested parties must be informed that those business relationships will be explored or developed on a case by case basis.

*Copied Jim ✓*

Mr. Gerry Ensing  
Inspector Independent Schools  
Ministry of Education  
Victoria, B.C.

FAX: 001-250-953-4908

Dear Gerry,

Nov. 13, 1997

Hello from Dalian. So I caught you off guard with that phone call from China.

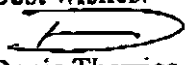
After much discussion we suggest that the accreditation take place during the week of March 23, 1998. Hopefully these dates work for you. I will also confirm with Dr. David Steadman from the Northeast Association.

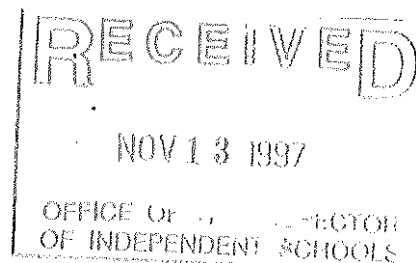
Students and staff are heavily involved with exams during the first part of January and then are on vacation until the end of February.

I will be in Vancouver during December - arriving around the 7th. Will set up a meeting to review progress. Would you please confirm these dates as soon as convenient? Still routing and the Publisher visit.

Take care and I hope that all is well.

Best wishes.

  
Denis Therrien  
Superintendent





Ministry of Education,  
Skills and Training

Independent Schools Office

# MEMORANDUM

To: Don Avison  
Deputy Minister

From: Peter Owen, Director Governance and Legislation

Re: Gerry Ensing, Jim Beeke - November 14-21, 1997, Dalian China - School Inspection

November 3, 1997  
12660-20/OFF

Gerry Ensing, Inspector of Independent Schools, and Jim Beeke, Coordinator for Independent Schools have applied for approval to travel to Dalian, China to formally inspect the operation of an independently operated school in Dalian, China. Assuming a successful inspection, the Dalian Maple Leaf International School will function in English, using B. C. teachers, curriculum and recommended resources and will be B. C. accredited. This is a pilot project which in the short term will provide a cost-plus return for staff efforts, and in the long term offer opportunities for a higher profile for Canada, B. C. in particular, in the international business marketplace. All travel expenses for the Ministry participation are being covered by the Dalian Maple Leaf International School. Both Mr. Ensing and Mr. Beeke have expertise and experience which makes their presence key to this trip's success.

The external evaluation team, to be chaired by Gerry Ensing, will include Jim Beeke and three professional educators representing the Northwest Association of Schools and Colleges in the USA, which also has been invited to extend accreditation to the school, and possibly an English speaking Chinese official.

## Participating from BC:

Gerry Ensing, Inspector of Independent Schools. Gerry has been part of the Independent Schools Office since 1985, and has been actively involved with the development of the offshore school strategy. As that strategy includes the independent schools evaluation model, Mr. Ensing's presence during this first offshore evaluation/accreditation is of critical importance.

Jim Beeke, Coordinator of Independent Schools. Jim has for many years been an invaluable member and chair of independent schools external evaluation teams. His specific expertise in curriculum evaluations and wide experience in evaluating many diverse independent schools make him the person of choice from B. C. for this inspection exercise.

Peter Owen, Director  
Governance and Legislation Branch

Paul Pallan, ADM  
Funding and Accountability Division

FEED FAX THIS END

<b>FAX</b>	
To:	SAMANTHA
Dept.:	IND. SCHOOLS
Fax No.:	
No. of Pages:	1
From:	PAUL PALLAN
Date:	NOV 4 1997
Company:	
Fax No.:	
Comments:	

Page 56  
EDU-2013-00007

Postnet

fax pad 7903E

## MINISTRY OF EDUCATION, SKILLS AND TRAINING

DATE: October 15, 1997

PURPOSE: Information Note  
EP97-00171  
ARCS File: 280-20

PREPARED FOR: Honourable Paul Ramsey,  
Minister

SUBJECT: Maple Leaf School International School, Dalian, China

### BACKGROUND:

- Requested by Sam Lim, Assistant Deputy Minister, Education Programs

Between September 26, 1997, and October 1, 1997, I had the opportunity to visit the Maple Leaf International School in Dalian, China, as part of a trip on behalf of Royal Roads University. Dalian is a city of approximately 6 million people, located directly opposite the city of Seoul, Korea, on the east coast of China. The purpose of the trip was to investigate, first hand, the potential for Royal Roads to offer (1) executive development program and (2) degree programs, in China, in the areas of graduate studies.

During my stay at Dalian, I met with representatives of the Maple Leaf School, including staff, administrators and representatives of the local education authorities (adult education) who are responsible for education in the free economic zone; representatives of the regional education authority; representatives of the municipal university (Dalian University) and representatives of the Jin Tan Recreation Commission. These visits were also attended by representatives of Simon Fraser University, and Capilano College.

This trip was organized by Denis Therrien, the Superintendent at Maple Leaf International School in Dalian. The Maple Leaf school is located in Kaifatchu, the free economic zone in Dalian. It is an area that consists of newly built factories and apartment blocks, dedicated to the growth of clean industry. Currently half of these buildings are empty. Most of the investment in the area comes from the central government, or from Korea and Japan. The school itself is located near the ocean, inside a

.../2



newly created national tourist zone, called the Jin Tan recreational zone. It too, is new and includes a 54 hole golf course, villas, hotels, etc. that are extremely (at least at this time of year) underutilized.

#### CURRENT STATUS:

- Maple Leaf School - an investment on behalf of a Canadian entrepreneur, Mr. Sherman Jen - is a \$20 million investment in property and buildings devoted to the provision of education to Chinese students. Included on the site are a K-12 school, an adult education college, playing fields, a hotel, administrative buildings, and residences for the student body. Soon to be added (under construction) are a swimming pool and Learning Resource Centre.
- Currently 600 students are being taught by 35 Chinese and 12 Canadian teachers, with the coursework in Grade 11 and 12 being taught in English according to the BC curriculum. The school has both a Canadian principal and a Chinese principal, who both work and report to the superintendent (Denis Therrien).
- Other provinces have shown an interest in linking up with Mr. Jen in the delivery of education; however, the province of BC is preferred and Mr. Jen is seeking formal accreditation of his school to offer the BC Dogwood Certificate to graduates (Chinese graduates). It should be noted that such a venture is only possible in a free economic zone, and is the only one of its type in Dalian.
- Mr. Jen is seeking support from post-secondary institutions in BC to help establish an "adult education" centre at the Maple Leaf school that offers BC programs. Currently, only 4% of Chinese students can enter the most prestigious Chinese universities, and there is a great interest in offshore, post-secondary education. Programs to be offered on-site at Dalian, with a related component in Canada, would be very appealing to the local populace.
- Feedback from the many meetings suggests that partnerships between the various local authorities, the BC government, and the three BC post-secondary institutions would be highly valued.
- Capilano College, Royal Roads University, and Simon Fraser University (SFU) are drafting a formal "consortium" agreement to work with Dalian Maple Leaf International School that provides the three institutions with exclusive rights to offer programs at the site over the next five years, in exchange for developing a BC Centre for the study of Chinese and Canadian education and business at Dalian School.
- Next summer, Royal Roads University, in collaboration with SFU and Capilano College, is intending to offer a program to BC educators

.../3

(either K-12 or post-secondary) that will allow them to visit China next summer (Beijing and Dalian). A full ten days of this program would be offered on-site at the Maple Leaf School. It would be a program with three different areas of study (each person would choose one). These include the study of Mandarin as a second language; cross-cultural pedagogy; and cross-cultural leadership.

- Capilano College is intending to offer programs on-site at Maple Leaf School in March of 1998. They will place a half-time teacher, half-time administrator on-site to deliver and administer the programs. The fee for a full year semestered program is expected to be \$6000 Canadian (35,000 RMB).
- The Chinese government has made a huge investment in the area, dedicated to the development of clean, service oriented industry. As yet, full development has not occurred and there appears to be significant opportunity for off-shore investment.
- The government has made efforts to coordinate developments in economics, education and recreation, in order to guarantee the continued appeal of the site.

#### CONCLUSION:

Government to showcase BC education to a large market, (6.0 million people) with little or no infrastructure cost. This operation has the potential to be a "beachhead" for British Columbia in China. The site could be effectively utilized to demonstrate many aspects of BC education, including curriculum, resources, and western teaching methods. Given the fact that the site is also a designated national recreation zone, it will, and has the facilities to attract people, from all over the far east.

#### PREPARED BY:

Dr. Graham Dickson,  
Program Advisor, RRU  
Vickie Shillington, Administrative  
Coordinator  
387-7 33

# Ministry of Education, Skills and Training

## *Independent Schools Office*

October 8, 1997

To: Paul Pallan, ADM, Funding and Accountability Division  
Sam Lim, ADM, Education Programs Division  
Denis Therrien, Representative of Dalian Maple Leaf International School  
From: Gerry Ensing, Inspector of Independent Schools

### Re: Dalian Maple Leaf International School - Agreed Timeline

The following timeline was agreed to by Gerry Ensing, Sam Lim and Denis Therrien during their meeting on October 7, 1997.

Oct. 9 - 14, 1997	□	Discussions between Denis Therrien, Roy Emperingham and Sam Lim to detail the business plan
Oct. 15, 1997	□	Brief report by Dr. Graham Dixon regarding Dalian on-site visit will be submitted
	□	Review of the Evaluation Catalogue, financial requirements, and travel times, in anticipation of Candidate/Certification evaluation activities in November [Denis Therrien, Jim Beeke, and Gerry Ensing].
Oct. 17, 1997	□	Complete recommendation to the Minister
Nov. 17-19, 1997	□	Combination visit for Candidacy and external evaluation for Certification. Team, to be chaired by Gerry Ensing, Inspector of Independent Schools, will include Jim Beeke, Coordinator for Independent Schools, and three educators representing the Northwest Association of Schools and Colleges in the USA, and possibly an English speaking Chinese official.
Early Dec. 1997	□	Evaluation follow-up by Sam Lim
	□	Canadian Learning Resources publishers will travel to Dalian to meet with officials at the Demonstration site. Roy Emperingham will accompany Sam Lim to assist.
Jan. 15, 1998	□	Final Report to the Minister
Jan./Feb. 1998	□	Minister's visit to Dalian for formal signing ceremonies.

Approved, Sam Lim

Approved, Denis Therrien

Copy to P. Owen ✓

Ministry of Education,  
Skills and TrainingOffice of the Assistant Deputy Minister  
Education Programs DivisionPO Box 9145 Stn Prov Govt  
Victoria  
British Columbia  
V8W 9H1  
Phone: (250) 356-2499

DATE:

Oct 3

**RUSH!**

TO:

Merry Ensing

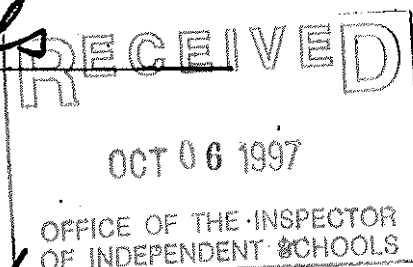
FAX. NUMBER:

953 4908

LOCATION:

Independent schools

TELEPHONE NUMBER



NUMBER OF PAGES INCLUDING COVERSHEET:

4

IF YOU DO NOT RECEIVE ALL THESE PAGES PLEASE CALL  
(250) 356-2499 AS SOON AS POSSIBLE.

FROM:

Diane

FAX. NUMBER: (250) 356-6063

LOCATION:

ST. ANN'S - 3rd Floor - 835 HUMBOLDT STREET  
VICTORIA, B.C. V8W 9H1

THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED, AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND/OR EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF YOU ARE NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING THE MESSAGE TO THE INTENDED RECIPIENT, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE AND RETURN THE ORIGINAL TO US BY POSTAL SERVICE AT THE ABOVE ADDRESS AT OUR COST. ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION BY ANYONE OTHER THAN THE INTENDED RECIPIENT IS STRICTLY PROHIBITED. THANK YOU.

MESSAGE:

This didn't go ahead on Minister's Council. Will have a separate meeting.  
I think Merry already has this.

# Ministry of Education, Skills and Training

## Independent Schools Office

September 30, 1997

To: Paul Pallan, ADM, Funding and Accountability Division  
Sam Lim, ADM, Education Programs Division

From: Gerry Ensing, Inspector of Independent Schools

### Re: Dalian Maple Leaf International School Revised Timeline

The following revised timeline is proposed for your approval:

- |                       |  |
|-----------------------|--|
| October 2-5, 1997     | Brief progress report by Dr. Graham Dickson regarding on-site visit and discussions with Denis Therrien in Dalian  |
| October 7, 1997       | Meeting with Denis Therrien in Victoria: <ul style="list-style-type: none"> <li>□ Establish timelines for             <ul style="list-style-type: none"> <li>1. Candidate's visit</li> <li>2. External evaluation prior to Certification</li> </ul> </li> <li>□ Review conditions for the business case, and the Learning Resources demonstration site</li> <li>□ Review the Evaluation Catalogue in anticipation of Candidate's visit and Certification evaluation</li> </ul> |
| ✓ October 17, 1997    | Final recommendation to the Minister   |
| November 10, 1997     | Formal Candidate's visit to Dalian by Gerry Ensing, Inspector of Independent Schools<br><i>Paul Pallan sign off</i>  |
| December 1-12, 1997   | External Evaluation for Certification. Team to be chaired by Sam Lim, and including Tom Ellwood, Jim Beeke and two educators representing the Northwest Association of Schools and Colleges in the USA.  |
| R.E.                  | { During this period Canadian Learning Resources publishers will be on site as well to meet with officials at the Demonstration site.  |
| January 15, 1998      | Final Report to the Minister   |
| January/February 1998 | Minister's visit to Dalian for formal signing ceremonies.  |

- 2 -

**REVENUE STREAM ANALYSIS:**

The Maple Leaf School will be required to offer a full educational program covering grades 10, 11 and 12. It is anticipated that there will be 75 students (25 in each grade). A preliminary analysis suggests that the resource costs are as follows:

	Grade 10	Grade 11	Grade 12
Per student	\$550.00	\$650.00	\$650.00
25 students per grade	\$13,750	\$16,250	\$16,250
Total	\$46,250		

Revenue to the Crown based on a 15% Brokering Fee - \$6,937

It can be assumed that these resources would be replaced on an ongoing basis and would be updated as new resources are phased in as a result of the continuous review process. An annual replacement/turn-over rate of 20% would ensure currency and appropriate replacement.

The revenue dollar amount would escalate as the numbers of students in offshore locations require resources resulting from schools being certified. The revenue would have a greater value within our own K-12 system as a result of the Ministry price brokering the acquisition of resources on behalf of the BC system. It is also important to note that, as the numbers of students in offshore locations increase, the volume discounts that the Ministry is able to obtain would increase. The Ministry would be in a position to accumulate revenues to the Ministry from the volume discounts as well as the 15% brokering fee. It is also important to note that the Ministry will also be well-positioned to broker other programs and consulting services over and above resources (e.g. OLA, PLN, etc.). There is also potential for brokering technology-based resources such as integrated learning systems, utility software, etc.

In addition to the revenues that would flow from BC and Canadian Learning Resource marketing, the province will benefit from the offshore school certification because this will encourage more students to come to British Columbia. These students are international revenue-producing enrollments which boost institutional revenues and have spin-offs for local economies.

Finally, the general concept of international education involvement has longer term economic benefits for the province in increased investment, trade, tourism and immigration. These longer term benefits underpin the work of other Ministries of government such as Employment and Investment and the Ministry of Small Business, Tourism and Culture.

**RECOMMENDATION:**

The Ministry of Education, Skills and Training pursue the brokering and resulting revenue producing opportunities presented by the certification of the Maple Leaf School as a demonstration site. This experience would be used to determine future activities related to brokering the acquisition of resources for offshore locations.

**PREPARED BY:**

Roy Emperingham  
Education Programs Division  
356-5527

**APPROVED BY:**

**ORIGINAL SIGNED BY**

S. LIM  
Dr. Sam Lim  
Assistant Deputy Minister  
Education Programs Division

**DATE:**

September 10, 1997



Date: Mon, 08 Sep 1997 11:34:50 -0700  
From: Gerry.Ensing@gems4.gov.bc.ca (Gerry Ensing)  
Subject: Fees for foreign school  
To: Jim.Beeke@gems1.gov.bc.ca  
MIME-version: 1.0

>X-Sender: jnakamur@pop.gov.bc.ca  
>Mime-Version: 1.0  
>Date: Mon, 8 Sep 1997 10:57:35 -0800  
>To: gensing@pop.gov.bc.ca  
>From: Janice.Nakamura@gems3.gov.bc.ca (Janice Nakamura)  
>Subject: Fees for foreign school  
>Cc: afrisk@pop.gov.bc.ca  
>  
>Gerry -  
>  
>Derek is in agreement, so as per attached, Al and I recomend a fee of \$500  
>per student, plus we will not incur courier, phone or fax costs. This  
>should recover all other costs, including staff time.  
>  
>Please let me know if you have any questions. (p.s. I will be increasing  
>the fee we charge to the Yukon, but that high).  
>  
>cheers  
>  
>>Date: Wed, 3 Sep 1997 17:55:42 -0800  
>>To: ds  
>>From: Janice.Nakamura@gems3.gov.bc.ca (Janice Nakamura)  
>>Subject: Fees for foreign school  
>>Cc: Al  
>>  
>>Derek -  
>>  
>>Al and I met with Gerry Ensing re: a "BC" Group 4 school in China that  
>>will be staffed by BC certified teachers, teach BC curriculum etc, and  
>>want to write exams and graduate like a group 4 school in the province.  
>>  
>>We charge the Yukon \$50 per exam, and we do the same service (exams,  
>>transcripts, dogwoods). That doesn't cover the cost of everything we do  
>>for them - it covers the marginal cost of producing exams. It certainly  
>>doesn't take into account any staff time.  
>>  
>>I suggest we charge the foreign school a flat fee of \$500 per student.  
>>This is more than cost recovery, and will cover:  
>>  
>>- \$ 50: administration ... issuing PENs, collecting data, correcting, exam  
>>registers, answering questions, working out complications etc (the  
>>administrative/staff)  
>>- \$150: printing documents... TVR's (10), Transcripts (20), Dogwoods (20),  
>>PSI choices (10), Handbook (40), course codes (30), reports (20)  
>>- \$300: avg three exams - exam development, marking, printing  
>>  
>>All courier will be sent collect to them, and prepaid from them to us;  
>>phone calls will be collect. Faxes will be one way only (e.g, no cost to  
>>us)  
>>  
>>The exam schedule will be adapted so they write as close as possible to

>>our time, but never before BC.

>>

>>There will be no schol/awards participation.

>>

>>It's too late in the year to change the fee order (FLAC met awhile ago),

>>but I don't think that should stop us. There will be an agreement in

>>place between Gerry's group and the school, and the fee schedule will be

>>part of the agreement. We'll revise the fee schedule next year.

>>

>>Please let me know if you have any concerns.

>>

>>p.s. I will also advise the Yukon I will be raising their rates - not as

>>high, but to take into account actual costs.

>>

>>

>>Cheers

>>

>>

>

>\*\*\*\*\*

>Janice Nakamura

>Assistant Director

>Graduation Certification and Awards Unit

>Evaluation and Accountability Branch

>Ministry of Education, Skills and Training

>620 Superior Street, Victoria, BC

>Postal address: PO BOX 9143 STN PROV GOVT, VICTORIA BC V8W 9H1

>Ph: 250-356-8133 Fax: 250-356-3682

>

>Please note my new email address: Janice.Nakamura@gems3.gov.bc.ca

>

>\*\*\*\*\*

-----  
Gerry Ensing, Independent Schools

Phone: (250) 356-2508 Fax: (250) 953-4908



Dr. Sam Lim  
Assistant Deputy Minister  
Ministry of Education  
Victoria, B.C.

Mr. Gerry Ensing  
Inspector Independent Schools  
Ministry of Education  
Victoria, B.C.

Fax: 001 250 953 4908

Dear Sam and Gerry,

September 19, 1997

Greetings.

Sam I am not taking any chances with your fax #'s. Gerry would you please forward a copy of this to Sam and if possible get back to me as soon as you can.

S22

S22

Northwest Association of Schools and Colleges have proposed the following dates for their accreditation visit. Three days during the week of Nov. 17 or Dec. 15. They are looking at a four or five member team with someone from Oxford International School - Panama City, someone from the Chinese Ministry who speaks English, probably the Executive Director of the Association and if possible some overlap with the B.C. Ministry. If the timing works B.C. could come over with three people and there could be some overlap between the teams involving the gentlemen from Panama and China. It is just a thought, please let me know your opinion. We can work it either way.

As you know representatives from Capilano, SFU and Graham Dickson from Royal Roads will be here at the end of September. There are a series of meetings scheduled with various officials, university reps. and business leaders. I mention this for two reasons. First that this is indicative that our school is already serving as a vital link between China and B.C. and this has significance from a business perspective. Secondly I was wondering if Graham could review the general operation of the school and verify that the accreditation booklet is complete. Could this be considered as the Candidacy visit? In my opinion the Candidacy visit should be a general review to make sure that everything is in place and that the school understands the significance and procedures related to the Accreditation Teams visit. You would not want the team to travel a great distance if the school was not ready. Also, there needs to be a difference between the Candidacy visit and the actual Accreditation visit. -- the Candidacy visit should be general in nature and the Accreditation much more specific. I have not discussed this with Graham, if you agree, then it would be more appropriate coming from you. The school would then look at covering some of his costs since his visit would have a dual purpose.

We are in the process of completing the booklet now and it will be finished before Graham arrives. I will take copies of the completed booklet to Victoria with me for members of the Accreditation Team. I am looking forward to our meetings. Is October 6 and/ or 7 OK?

Anyway please let me know how things are coming along and also what your thoughts are re: the dates, some joint involvement with Northwest, and also Graham completing the Candidacy visit. Never a shortage of things to think about!!

See you soon -- I'm looking forward to

S22

Best wishes,  
Denis

**DRAFT****MEMORANDUM OF UNDERSTANDING****BETWEEN:**

The Minister of Education, Skills and Training  
for the Province of British Columbia, Canada  
("British Columbia")

**AND:**

The Minister of Education  
for the Province of Liaoning, Peoples' Republic of China  
("Liaoning")

**FOR:**

The Provision of An Educational Program in the Province of Liaoning  
Which Leads to a British Columbia Certificate of Graduation

WHEREAS, the Maple Leaf International School in the City of Dalian, in the Province of Liaoning, in the Peoples' Republic of China, has expressed interest in working with British Columbia to establish schools in Liaoning which will enable students to receive a British Columbia certificate of graduation; and

WHEREAS, British Columbia must ensure that all educational programs offered by schools recognized by British Columbia meet standards in order to protect the reputation of British Columbia's education; and

WHEREAS, in addition to meeting the requirements of British Columbia, all schools must be in full compliance with all government regulations in the country in which they are located; and

WHEREAS, representatives of schools from Liaoning will enter into agreements with British Columbia to ensure that each school meets standards determined by British Columbia; and

WHEREAS, British Columbia has agreed to provide guidance and will certify schools that meet Provincial standards;

NOW THEREFORE, British Columbia and Liaoning agree to work cooperatively to enable the students of Liaoning to obtain a British Columbia certificate of graduation;

FEED FAX THIS END

**FAX**

To: Gerry Chan's

Dept.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

No. of Pages: \_\_\_\_\_

From: Walter Brady

Date: 6-9-95

Company: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Comments: In comment

Permit \_\_\_\_\_ fax pod 70USE

-2-

AND, British Columbia and Liaoning agree to observe the established laws, rules and regulations of the respective governments and respect the social customs of those participating in the delivery and study of the British Columbia curriculum in Liaoning;

AND,

Signed in the City of Dalian, in the Province of Liaoning,

this \_\_\_\_\_ day of September, 1997

\_\_\_\_\_  
Minister of Education, Skills and Training  
Province of British Columbia  
Canada

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

\_\_\_\_\_  
Minister of Education  
Province of Liaoning  
Peoples' Republic of China

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

MAINT\_WORKMOU\_LIAO.DOC

# INTERNATIONAL MARKETPLACE

## ASIA PACIFIC

### British Columbia Education

British Columbia has internationally marketable educational products and services.

- Provincial Learning Network electronic gateway;
- Curriculum and graduation certification (BC Dogwood);
- Educational resource products and industry partners;
- Teacher pre-service and in-service;
- Open School initiative; and
- School accreditation.

---

British Columbia is uniquely situated to offer exceptional and well respected educational products and services into the Pacific Rim international marketplace; countries which are experiencing phenomenal economic growth.

The Canadian education system ranks highly among Pacific Rim Countries according to a survey commissioned by the Canadian Department of Foreign Affairs and International Trade (1993).

The Federal Department recommends that Canada vigorously pursue establishing

Canadian Education Centres in key Asia Pacific markets, actively market Canadian educational institutions and programs, and develop partnerships and linkages.

Potential education markets in the Asia Pacific are; South Korea, Japan, Hong Kong, Taiwan, Malaysia, Singapore, Thailand, The Philippines, Indonesia and China.

While BC school districts have already begun marketing their services across the Pacific, only the Ministry is in the position to offer BC credentials and to allow the use of copyright protected materials.

---

## THE MARKET

Those students who are able to meet the TOEFL requirements to enter post-secondary training or who complete grades nine to twelve in Canada, will often complete their post-secondary education in Canada and also become future partners in business.

From a non-US export market share of less than 25% in 1975, Canadian exports to Asia have grown to well over 40% which represents more than \$15 billion annually.

A study by the Department of Foreign Affairs and International Trade, however, suggests that

Canada has not yet begun to tap its large potential for exporting educational services to Asia Pacific (1993).

Other provinces and countries have recognized the value in marketing educational products and services internationally.

Shandong Province in China, for example, has partnerships with Germany (adult education) and Australia and has just signed local agreements at Royal Roads and York Universities. Of the total international student market, however, Canada attracts only about 3%.

## BC CURRICULUM & PROGRAMS

Over the past two years and within the next year, curricula in BC for all grades will have been completely rewritten. The new curricula outcomes as well as recommended teaching and evaluation strategies, and learning resources are.

available in the form of integrated resource packages (IRPs), in print and on the internet. Much interest has been shown in the BC IRPs and adoption in the Northwest Territories and the state of Kentucky.

## PLN

The Provincial Learning Network will connect electronically educational institutions across the province. It also offers an opportunity to access other provincial and international institutions through an electronic gateway, for example;

to send resources electronically, to mentor teachers in another country or to deliver programs or courses directly online. The cost related to conventional delivery of these products and services would be prohibitive to a country like China, but is feasible through electronic means.

---

## RESOURCES

In recent years, B.C. Ministry of Education representatives have developed excellent business relationships and resource innovations with educational suppliers, have developed a protocol for managing these relationships which is being replicated across the country, and are able now to initiate partnerships pursuing other mutually beneficial markets.

A recent agreement for province-wide volume discounts on software through the resource

licensing focus group resulted in savings of over one million dollars.

Product development in the province which uses leading edge technology continues to push at the borders of education accessibility. Some recent examples are Technology Enhanced Physics Instruction (TEPI), Computer Guided Learning (CGL) Interactive Math 9, The Brainium (on-line science magazine), and Engaging Science consortium (Science World, Pacific Science Centre, and Vancouver Aquarium) science teacher materials.

## IN-SERVICE / PRE-SERVICE

British Columbia is in a position to prepare BC credentialled teachers to offer educational services overseas. International schools are currently recruiting teachers for work in China, Japan and Taiwan.

British Columbia Universities and University Colleges offer

excellent teacher training curricula and are accustomed to offering this pre-service education in distributed format through satellite and electronic networks. Open school has also developed a 'trainer of trainers' educators program for implementation internationally.

## OPPORTUNITIES

The Ministry must ensure that value is added to provincial products marketed internationally. British Columbia has an opportunity to provide BC accreditation to off-shore schools in the Asia Pacific. These schools wish to offer English instruction of the BC Curriculum to students from grade nine to twelve which will enable them to obtain a BC Dogwood diploma and the possibility of Canadian university or college entry. The Province wishes to take this opportunity to capitalize on the educational products and services which would be required to support these off-shore school accreditations.



---

## EXPRESSIONS OF INTEREST

If you as a publisher of B.C recommended or licensed learning materials,  
are interested in exploring a business relationship, please contact:

Dr. Sam Lim, Assistant Deputy Minister  
Education Programs Division  
620 Superior Street, Victoria, BC V8V 2M4  
Tel: (250) 356-2499 Fax: (250) 356-6063

## BUSINESS PLAN ELEMENTS

- 1.0 The Product (BC curriculum under licence or is the intent to tie licencing to other business opportunities for BC educational service providers, eg, OLA?)
- 2.0 The Customer (What do they want and why?)
- 3.0 The Market
  - 3.1 Market trends
  - 3.2 Dalian, China and overseas market potential
    - 3.2.1 Characteristics of the Dalian, Chinese and other overseas learner
    - 3.2.2 Educational and Non-educational ties between Dalian and BC government, residents, businesses
    - 3.2.2 Entry opportunities
  - 3.3 Competition
    - 3.2.1 Characteristics of Chinese business practices
    - 3.3.1 Competition from other jurisdictions in Canada and elsewhere
    - 3.3.2 Competition from private companies
    - 3.3.3 BC's competitive advantages
- 4.0 Marketing strategy
  - 4.1 Marketing objectives
  - 4.2 Target customer groups
  - 4.3 Entry strategy
    - 4.3.1 Product
    - 4.3.2 Price
    - 4.3.3 Promotion
    - 4.3.4 Protection of copyright, intellectual property
  - 4.4 Customer payback period
    - 4.4.1 Scenario 1: small school
    - 4.4.2 Scenario 2: medium school
    - 4.4.3 Scenario 3: large school
- 5.0 International marketing branch set-up plan
  - 5.1 Corporate/organizational structure
  - 5.2 Management
  - 5.3 Staff requirements
  - 5.4 Location
  - 5.5 Product licencing and production plan
  - 5.6 Quality assurance (school evaluation) plan
  - 5.7 Equipment requirements
  - 5.8 International marketing requirements
- 6.0 Pro Forma Financial Forecasts and Budgets



- 6.1 Marketing Budget
- 6.2 Operating Budget
- 6.3 Pro Forma Annual Profit and Loss Statement
- 6.4 Assumptions

- 7.0 Risk Assessment
  - 7.1 Political Risk
  - 7.2 Product Risk (copyright, intellectual property)
  - 7.3 Competitors' Reactions
  - 7.4 Internal Factors
  - 7.5 Dealing With Risks

- 8.0 Recommendations

#### ANNEX - FINANCIAL FORECAST

- A.1 Balance Sheet for the First Five Years (Dalian only/expanded plan)
- A.2 First Year Forecast
  - A.2.1 Income Statement
  - A.2.2 Cash Budget
  - A.2.3 Cost of Goods Sold and Revenue Calculations
  - A.2.4 Salary, Office Overhead and Marketing Budgets
  - A.2.5 Capital Acquisitions and Organizing Costs
  - A.2.6 Professional Fees and Other Costs
- A.3 Five Year Forecast
  - A.3.1 Income Statement
  - A.3.2 Cash Budget
  - A.3.3 Cost of Goods Sold and Revenue Calculations
  - A.3.4 Salary, Office Overhead and Marketing Budgets
  - A.3.5 Capital Acquisitions and Organizing Costs
  - A.3.6 Professional Fees and Other Costs

# 大連楓葉國際學校

DALIAN MAPLE LEAF INTERNATIONAL SCHOOL

校址: 大連金石灘國家旅游度假区

郵編 P.C: 116116

Add: Dalian JinShilan National Holiday Resort

電話 Tel: (0411)7350145 7350143

電挂 Cable: 9889

Mr. Gerry Ensing  
Inspector, Independent Schools  
Ministry of Education  
Victoria, B.C.

Dear Gerry,

Sept. 2, 1997

Welcome back after the long weekend. I have had some trouble faxing Sam Lim. Perhaps the numbers have changed as a result of S22 I have copied you on most of the faxes. I will include a copy of one of my faxes that provides a draft schedule for the next few months. I believe that it captures the essence of our understandings. Would you please check with Sam to see if he received my faxes. BCTV has approached our Vancouver office and indicated that they would like to accompany the Minister to Dalian if he makes the trip. Sam and the Ministers Office should be aware of this. Sorry about sending messages this way, but as I said I have had some problems connecting and the time lines are exceptionally tight.

We are now in the midst of completing the Education Catalogue for Offshore Schools. Our intent is to send it to you by courier on the 15th of September. You should receive it on the 16th or 17th. As indicated in the instructions we will not send over any other support materials, but will have them available to you upon your arrival. We are expecting you around the 23rd. Once again please contact the Vancouver office if you need any assistance with the Visa or travel arrangements. We will look after the hotel arrangements for you at this end and may send someone to meet you in Beijing to assist with the plane connection to Dalian. I will provide you with a draft itinerary once you get back to me with specific arrival and departure times.

School start-up has gone quite smoothly - the usual number of surprises and issues - I guess that it is the same no matter the country!

I assume when filling out the E.C. that we restrict ourselves to the grade 10,11&12 levels - this is the portion of the school that will be the B.C. School. I realize that you will want to look at the entire school in a general manner, but that the primary focus will be on grades 10,11&12. I will also fax Jim Beeke re the CAP Program. The B.C. Principal Mr. Michael Gee is looking after most of the details re the curriculum, content, time requirements etc. Well that should be it for now. I hope to hear back from you asap. S22

We are 16 hours ahead. ie. if you phone me at 3pm your time it is 7am the next day in Dalian and I would still be at home. The school fax is 011 86 411 790 0677.

Yours Truly,  
  
Denis Therrien

Date: Fri, 29 Aug 1997 09:20:53 -0800  
From: Al.Frisk@gems1.gov.bc.ca (Al Frisk)  
Subject: Re: Offshore and Group 4 Independent School Questions  
To: Jim.Beeke@gems1.gov.bc.ca (Jim Beeke)  
Cc: jnakamur@mail.educ.gov.bc.ca  
MIME-version: 1.0

I can meet with you but the meeting must also include Janice Nakamura since she is responsible for the transcripts and administration of the exams.

I am available Wednesday afternoon and Thursday afternoon. I would rather avoid September 6 or 7 since that is the weekend and

S22

S22

Thanks.

1:30 Al + Janice

Thursday Paul

>Al,  
>  
>Gerry Ensing and I would like to meet with you to discuss the following two  
>items:  
>  
>1. Determination of Grade 12 provincial examination, transcript and  
>graduation certificate costs for the Dalian Maple Leaf International School  
>in China.  
>  
>2. Verification that Grade 12 transcripts and diplomas are not being issued  
>for Group 4 independent schools which do not meet the 100% BC-certified  
>teacher requirement.  
>  
>Would next week Wednesday or Thursday, September 6 or 7, work for you?  
>  
>Thanks Al,  
>  
>Jim  
>  
>-----  
>  
>James W. (Jim) Beeke  
>Coordinator-Independent Schools  
>Ministry of Education, Skills and Training  
>Phone: (250) 356-2508 Fax: (250) 953-4908

Al Frisk  
Manager, Examinations  
Evaluation and Accountability Branch  
Ministry of Education, Skills and Training  
Phone: (250) 356-2423  
FAX: (250) 387-3682  
Web Site: www.est.gov.bc.ca/eval\_acctblty

To: Al.Frisk@gems1.gov.bc.ca,Gerry.Ensing@gems4.gov.bc.ca  
From: Jim.Beeke@gems1.gov.bc.ca (Jim Beeke)  
Subject: Offshore and Group 4 Independent School Questions

Al,

Gerry Ensing and I would like to meet with you to discuss the following two items:

1. Determination of Grade 12 provincial examination, transcript and graduation certificate costs for the Dalian Maple Leaf International School in China.
2. Verification that Grade 12 transcripts and diplomas are not being issued for Group 4 independent schools which do not meet the 100% BC-certified teacher requirement.

Would next week Wednesday or Thursday, September 6 or 7, work for you?

Thanks Al,

Jim

3:00 Wed. / Sept. 3

PEW numbers - registration  
SL-DC - School File/recognition  
Exam registration  
School Markers  
Transfer Verification Forms (TVF)

- Schedule time - later  
- Courier collect  
+ paid returnings

\$50

# 大連楓葉國際學校

## DALIAN MAPLE LEAF INTERNATIONAL SCHOOL

校址: 大連金石灘國家旅游度假区 郵編 P.C: 116116  
Add: Dalian JinShitan National Holiday Resort  
電話 Tel: (0411)7350145 7350143 電挂 Cable: 9889

Dr. Sam Lim  
Assistant Deputy Minister  
Ministry of Education  
Victoria, B.C.

Dear Sam,

August 28, 1997

Hallo from Dalian. I hope that the

S22

I don't know whether you received my fax dated August 19, 1997. Also sent a copy to Gerry Ensing. We are in the middle of moving to the new administrative building so the phones and fax at the school are not 100% reliable. It might be better to fax me at my home -

S22

I am getting concerned about the timelines re the candidacy visit at the end of September, the signing of the agreement and the many folks from Canadian post secondary institutions who have planned to be here at that time. Of course the Chinese Officials are very anxious to hear about who is coming so that they can make the necessary arrangements and extend invitations. In short, Sam I need confirmation as soon as possible re the info contained in my last fax. I realize that you S22 and have many things on the go. I can take care of most of the planning from this end once you give me the clearance.

Once again, it would be great if the Minister would come - we would work around his schedule as much as possible - we understand however that his schedule is very tight. The staff is working on the Candidacy Report now. Classes start Monday so things are really popping - just like home!

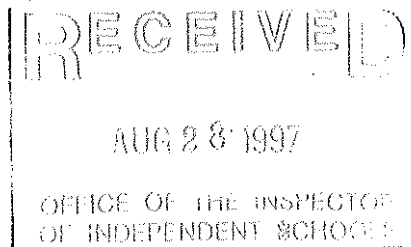
I will include a copy of my last fax, just in case.

Take care and I hope to hear from you as soon as possible.

Yours Truly,

  
Denis

cc. Gerry Ensing



招生辦事處: 大連開發區金馬大廈十五樓

郵編 P.C: 116600

Liaison Office: 15th Floor Golden Horse Building E.T.D. Z Dalian

電話 Tel: (0411)7619337 7623541

傳真 Fax: (0411)7623542  
EDU-2013-00007

X-Sender: gensing@pop.gov.bc.ca  
Mime-Version: 1.0  
Date: Fri, 8 Aug 1997 13:45:51 -0700  
To: jbeeke@quartz.bcs.gov.bc.ca  
From: Gerry.Ensing@gems4.gov.bc.ca (Gerry Ensing)  
Subject: Key Policy initiatives

>Date: Fri, 08 Aug 1997 09:52:38 -0800  
>From: Peter.Owen@gems3.gov.bc.ca (Peter Owen)  
>Subject: Key Policy initiatives  
>To: Teresa.Sullivan@gems6.gov.bc.ca  
>Cc: Don.Haney@gems4.gov.bc.ca, Gerry.Ensing@gems4.gov.bc.ca,  
> Stella.Bailey@gems8.gov.bc.ca, Yvonne.Dacey@gems3.gov.bc.ca  
>MIME-version: 1.0

>  
>The key policy initiatives from this area that may require either Treasury  
>Board or Cabinet approval are:  
> Approval of First Nations AIPs, (and perhaps even of the  
>negotiating strategies)  
> The Legislative agenda, (currently under development, see  
>attachment that was circulated. We can give you an up-dated version if you  
>want it - Stella, please check with Teresa on this.)  
> The accreditation of Off Shore Schools - this initiative might  
>require TB approval to enter into agreements - also TB and/or cabinet  
>approval might be required to further pursue Sam's money making initiative.

>  
>  
> Peter

---

Gerry Ensing, Independent Schools  
Phone: (250) 356-2508 Fax: (250) 953-4908



*Copy 2001  
Jan 11*

AUG - 7. 1997

Confidential

Honourable Paul Ramsey  
Minister of Education, Skills  
and Training  
Parliament Buildings  
Victoria, British Columbia  
V8V 1X4

My dear Colleague:

Re: Fees for Education Services

I am writing to advise you that Treasury Board approved the following revenue proposals, based on recommendations of the Fee and Licence Advisory Committee:

*Fee to forward transcripts to post-secondary institutions*

- maintain current policy of forwarding student transcripts free-of-charge to post-secondary schools in British Columbia and to two other Canadian institutions, but establish a time period during which students may make requests (expected to be March in the year that a student graduates); and
- charge a \$5 fee per institution to process requests outside of the established time period.

*Fees for examinations written out of the province*

- \$25 for locations within Canada;
- \$50 for locations within the United States; and
- \$100 for any other location.

Fees may be waived where appropriate (e.g. students participating in national or international competitions, students out-of-province due to medical reasons).

*Fees for processing and issuing independent school teaching certificates and letters of permission*

- \$200 to process an application for a teaching certificate; and

.../2

Honourable Paul Ramsey  
Page 2

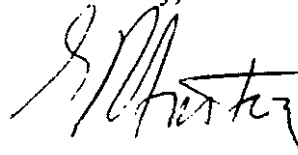
- \$100 to process an application for a letter of permission (this letter authorizes an independent school to use non-certified teachers for one full school year).

I understand that these proposals will raise an additional \$43,500 in 1997/98 (\$76,100 full-year).

As your ministry does not have the necessary legislative authority to introduce the fees for independent school teaching certificates and letters of permission, I have attached a Minister of Finance and Corporate Relations Directive, issued under section 47 (1) of the *Financial Administration Act*, authorizing your ministry to charge the fees effective September 1, 1997.

I ask that you implement these proposals by September 1, 1997, and that your ministry coordinate with the Cabinet Policy and Communications Secretariat to provide appropriate prior notification to clients who may be affected by these changes.

Sincerely,



Andrew Petter  
Chair

Attachment

pc: Don Avison  
Deputy Minister

Linda Foubister  
Cabinet Policy and Communications Secretariat

bpc: Neil Matheson  
Director  
Finance and Administrative Services

Al Frisk  
Manager, Examinations

Gerry Ensing  
Inspector, Independent Schools





## MINISTER OF FINANCE AND CORPORATE RELATIONS DIRECTIVE

Issued under Section 47(1) of the *Financial Administration Act*

Subject: **Fees for processing and issuing independent school teaching certificates and letters of permission — Ministry of Education, Skills and Training**

This directive authorizes the Ministry of Education, Skills and Training (MEST) to charge fees for the services described below.

### NATURE OF SERVICE

All group 1 and 2 independent schools, and all group 4 independent schools that wish to be eligible to issue Grade 12 graduation ("Dogwood") certificates, must be staffed by teachers who are certified by the College of Teachers (CoT) or by the Inspector of Independent Schools. All public school teachers and about 70 per cent of teachers in independent schools are certified by CoT. MEST provides teaching certificates for the remaining 30 per cent of independent schools (certificates for independent school teachers may be issued using evaluation criteria which differs from CoT requirements). MEST also issues letters of permission which authorizes an independent school to use non-certified individuals as teachers for one full school year.

### RATES TO BE CHARGED

- Process application for a teaching certificate \$200
- Process application for a letter of permission \$100

### FEE TYPE

Type 2 or "regulatory" fee, for services provided to specific people or firms either at the request of these parties or because of their activities. Generally, ministry costs should be fully recovered.

### IMPLEMENTATION DATE

September 1, 1997

AUG - 7 1997

Andrew Petter  
Minister of Finance and  
Corporate Relations

File No. 97.09

To: pwrapsey@bcsc02.gov.bc.ca, davison@galaxy.gov.bc.ca  
From: sam.lim@gems2.gov.bc.ca (Sam Lim)  
Subject: International Education Marketplace \_ Asia Pacific  
Cc: bpmciver@bcsc02.gov.bc.ca, lryip@bcsc02.gov.bc.ca,  
jkmacdonald@galaxy.gov.bc.ca, Jerry.Mussio@gems2.gov.bc.ca, Roy.Emperingham@gems1.gov.bc.ca

Please accept this e-mail as an update further to the June Minister's Council briefing note on the above topic and our subsequent discussion earlier in July. At Council I received approval to proceed with discussions with the Publishing Industry to determine the level of their support and their desire to participate in market opportunities connected to our proposed certification of offshore schools.

A meeting was held with the major publishers in Toronto on July 25, 1997. Representatives included:

- Chris Besse, President, Gage Educational Publishing
- Karen Bower, President, Educational Media Producers Association of Canada
- Alan Reynolds, CFO, Addison-Wesley Publishers
- John Dill, President, McGraw Hill Ryerson
- Nancy Goertzen, Business Development, Multiactive Technologies Inc.
- Diane Wood, President, John Wiley & Son
- Ron Cornelius, Director, Canadian Operations - Computer Curriculum Corporation
- Brian Heer, President, Prentice Hall Canada
- Trudy Reising, President, Trifolium Books
- Wilena White, CFO, ITP Nelson Canada
- Gayle Metson Director, School Publishers Group

The Industry representatives and the Council of Publishers gave complete support to the initiative and agreed to individually convey their company's support and desire to participate in a fax to myself.

It was interesting to note that the publishers would prefer the province to broker their resources directly to the offshore location in the early stages of market development. Over time they would develop business relationships that would allow them to deal directly with the foreign market. The Ministry's involvement in the short term would be to lead the process that would identify the appropriate resources to be used, ensure appropriate controls are in place to deal with issues such as copyright recognition, aid in the discussions required to secure international rights for the products to be used and ensure fair pricing structure. An appropriate revenue flow back to the Province was agreed to and would be negotiated on volume price reduction for the Ministry and for BC schools.

Prior to the meeting with the Publishing Industry, I had an opportunity to meet with officials from the Ministry of Employment and Investment. I will be meeting to follow up on these discussions, brief them on the meeting with the industry and to seek their assistance in developing a business case that would be presented to you by late August.

On July 29 and 30, I attended some fruitful meetings of officials from business and government to discuss the market economy reforms in China. I believe that we should proceed with planning for the Dalian China visit in late September or an exchange of official correspondence so that we can do the curriculum program review leading up to the on-site certification phase in early December. A Canadian learning resource mini-trade mission would be set up to coincide with the certification visit to capitalize on the BC Dalian certification agreement to the advantage of Canadian Publishers who will be supplying books, teacher inservice, and electronic learning materials to off-shore schools.

I will be S22 so I hope this brief report provides you with information that will support your decision to visit China this September and more generally to review a revised International Education policy for the Ministry.

Respectfully,  
Sam Lim  
Assistant Deputy Minister

Date: Thu, 17 Jul 1997 08:34:19 -0700  
From: Gerry.Ensing@gems4.gov.bc.ca (Gerry Ensing)  
Subject: Offshore Schools  
To: Gail.Thomas@gems8.gov.bc.ca  
Cc: Sam.Lim@gems2.gov.bc.ca, Jim.Beeke@gems1.gov.bc.ca  
MIME-version: 1.0

Gail,

Further to our telephone conversation yesterday about a draft MoU, the following information may be of help. You indicated that you already have a copy of Sam Lim and my memo to the Minister.

1. The partial text of letters we send to inquirers about certification of schools abroad:

Schools outside of British Columbia wishing to be certified, and permitted to issue the British Columbia Graduation Certificate, will likely be required to meet the criteria enumerated below. Schools will be expected to:

- Use of English as the exclusive language of instruction in all subjects taught for credit towards graduation
- Follow B.C. curriculum, and complete offering of grades 11 & 12
- Employ teachers who hold valid British Columbia certification
- Meet all relevant requirements for a B.C. Group 1 and 2 independent schools
- Participate in annual data collection
- Undergo an annual inspection/external evaluation
- Participate in assessment program, and Grade 12 examinations
- Advertise in a manner acceptable to the Minister (similar to Group 4 independent schools requirement)
- Cover annual cost of inspections, testing and provision of Grade 12 examinations, transcripts, and certificates.

The Province of British Columbia must ensure that the program offered by schools it recognizes meets British Columbia standards in order to protect the reputation of the Province's education. In this regard, such schools would be subject to annual inspections initiated by Ministry staff. Expenses will be charged to the school to cover the costs of inspections, and the provision of examinations and certificates.

All foreign schools must be in full compliance with all government regulations in the country in which they are located. The Ministry will need to be assured by the necessary levels of government (country, state/province, and city) that our involvement with the school would be welcomed by them and that they would advise us concerning the school's compliance with their regulations.

I will advise you as soon as the government of British Columbia has given final approval to such arrangements. If you are still interested in being associated with British Columbia at that time, we will be able to make the necessary arrangements to discuss your proposal and our requirements.

2. The draft text of the procedures we intend to follow:

## Offshore Schools - Procedures for Certification

This schedule outlines the procedures and approximate costs for offshore schools interested in applying for and maintaining British Columbia Certification Status. Applicants must allow ample time in planning for first, the necessary interim Candidate Status, and second, the required full certification approval processes. All costs associated with candidacy and certification must be borne by the applying school.

**I. Pre-Inspection for Candidate Status**

- Information packages, describing the required criteria, and terms of the contract will be sent to an interested foreign school at a cost of \$100 pre-paid.
- An offshore school must achieve the interim candidate status before applying for full certification.
- A school will not be granted candidate status until it has operated for at least one year as a school with legal status in its own jurisdiction.
- The school's application for candidate status must be accompanied by:
  - A completed Evaluation Catalogue indicating that the British Columbia program is fully operational.
  - Documentation from appropriate government authorities, indicating that there are no compliance related concerns with the school.
- Candidate status confirms, through an on-site, pre-inspection visit, that the school has established a program that is sufficiently advanced to qualify for a subsequent evaluation for certification. The British Columbia educational program must be in operation prior to the pre-inspection for candidacy.
- The on-site, pre-inspection visit will be made by the Inspector of Independent Schools, or a professional educator appointed by the Inspector.
- The on-site, pre-inspection for candidacy will be carried out approximately three months after receipt of the application, providing all the candidacy conditions are met.
- The application for candidate status must be accompanied by payment for the following:
  - a) An application fee of \$1,500
  - b) The return air-fare, and other transportation expenses between British Columbia and the school
  - c) Accommodation and meals in the city where the school is located
  - d) A professional fee of \$350 per day
  - e) Personal expenses (e.g. insurance, medical, passport, legal, phone, miscellaneous)
- If other unexpected costs would be incurred, these must be paid, before the ruling on candidate status is made.

- Upon satisfactory pre-inspection, the evaluator shall recommend approval for candidate status to the Inspector. Upon satisfactory review of the evaluator's recommendation by the Inspector, candidate status shall be granted to the school.
- Upon failure to achieve candidate status, re-application may be made with the approval of the Inspector.

## II. Inspection for Certification Status

- Application for certification must be made within the six months following the granting of candidate status.
- Approximately six month after achieving candidate status, an external evaluation for certification will take place.
- A school's application for certification status must be accompanied by:
  - a) A completed Evaluation Catalogue, including a complete list of teaching staff, detailing their British Columbia teacher certification
  - b) A complete list of students, detailing name, date of birth, grade level, date of enrolment, and date of withdrawal (if any) for each semester
  - c) Documentation from appropriate government authorities, indicating there are no compliance-related concerns with the school
- Certification status confirms, through an on-site inspection by an external evaluation team, that the school has met the requirements to become a British Columbia certified school and that British Columbia graduation certification will be issued to its Grade 12 students that meet provincial graduation requirements.
- External evaluation dates will be set by mutual agreement.
- The Inspector of Independent Schools will determine the size of the external evaluation team and will have final approval of the members of the team that will inspect the school. Teams range generally from 2-6 persons, depending on the size of the school.
- The school shall supply a location (in the school building) for the evaluation team members to meet and work in strict privacy.
- The application for certification status must be accompanied by payment for the following:
  - a) An application fee of \$3,000
  - b) The return air-fare, and other transportation expenses between British Columbia and the school
  - c) Accommodation and meals in the city where the school is located
  - d) A professional fee of \$350 per person, per day
  - e) Personal expenses (e.g. insurance, medical, passport, legal, phone, miscellaneous)
- If other unexpected costs would be incurred, these must be paid, before the ruling on certification status is made.
- Upon satisfactory inspection, the evaluation team shall write a

report that recommends approval for certification status to the Inspector. Upon satisfactory review of the report by the Inspector, certification status shall be granted to the school.

- On failure to achieve certification status, candidate status may be extended at the discretion of the Inspector.

### III. Annual Requirements for Maintaining CERTIFICATION Status

To maintain its certification status, an offshore school shall, on an annual basis satisfactorily complete the following:

#### A. An external evaluation

- The requirements, procedures, and costs of annual external evaluations to maintain certification status are the same as those described in Section II of this schedule.
- The external evaluation team size and its members will be determined by the Inspector. Annual external evaluation teams generally consist of one or two persons.
- There will be one major evaluation every four years with annual update evaluations in other years.

#### B. Required Forms

In addition to the Evaluation Catalogue included in the external evaluation described above, the school shall annually forward to the British Columbia Ministry of Education, Skills and Training the following:

- I-2001 forms for its teachers
- A complete list of students, detailing name, date of birth, grade level, date of enrolment, and date of withdrawal (if any) for each semester
- Provincial examination registration for Grade 12 students
- Grade 12 provincial examinations, completed by appropriate students, for provincial evaluation and scoring
- Grade 11 and 12 school marks for all Grade 12 students for issuance of provincial transcripts and graduation certificates
- Related costs are as follows:
  - General registration fee of \$200 (teacher and student registration costs are included in this fee).
  - Grade 12 provincial examination fee of \$50 per student (this fee includes the delivery of examinations to the school and the evaluation, scoring, and recording of all completed examinations returned to the Ministry).
  - Provincial transcript and graduation certificate of \$30 per student (this fee includes the inputting of all Grade 11 and 12 marks, blending of

school and examination marks where required, and printing of transcripts and diplomas and their delivery to the school).

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3. The drafts of the actual agreements for the 'Candidate Status' and the 'Certification Status' are being finished by Liz King. If you feel that the specific text may be helpful to you, we can send you copies when they are completed.

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Gerry Ensing, Independent Schools  
Phone: (250) 356-2508 Fax: (250) 953-4908



Attn: Dr. Sam Lim



# DALIAN MAPLE LEAF INTERNATIONAL SCHOOL

#1177 - 1100 Melville Street, Vancouver, B.C. Canada V6E 4A6  
Tel: (604) 669-5998 Fax: (604) 669-8676

July 14, 1997

S22

CELL

Mr. Bryan McIver  
Ministerial Assistant  
BC Ministry of Education, Skills and Training  
Room 137, Parliament Buildings  
Victoria BC V8V 1X4

Via Fax: (250)387-1977

RECEIVED

JUL 16 1997

OFFICE OF THE INSPECTOR  
OF INDEPENDENT SCHOOLS

Dear Bryan:

I very much appreciated the opportunity to meet last week. I have been in contact with the Chinese Officials both at the local and the provincial level. They are very anxious to meet the Minister and looking forward to the meetings scheduled for late September. The Provincial Government for the Province of Liaoning will send a formal invitation to the Minister. It will be along the same lines as the invitation we will be sending to Minister Ramsey this week. I am enclosing a preliminary draft for the Minister's visit. Would you please get back to me with suggestions. I understand that Gerry Ensing is developing a general agreement to be signed by both Ministers. I hope to send a draft copy of that as soon as possible to the Minister's office in Liaoning. Please feel free to contact me at my Vancouver office at (604)669-5998 or on my cellular at S22

Yours truly,

Denis Therrien

*Copy to Don Arison  
Gerry Ensing*

cc: Dr. Sam Lim  
Sherman Jen - Chairman

China Office

Dalian Jishitan National Holiday Resort, Dalian, China PC 116116

Tel: (411) 735-0145 Fax: (411) 762-3542

JUL 14 1997 10:48AM P1

Page 89  
EDU-2613-0009  
PHONE NO. 6698676

FROM: SHERMAN INVESTMENT LTD.





**MINISTRY OF EDUCATION, SKILLS AND TRAINING - INDEPENDENT SCHOOLS**

**Location: Room 512, 620 Superior St, Victoria, BC V8V 2M4**

**Mailing Address: P.O. Box 9153, STN PROV GOV, VICTORIA BC V8W 9H1**

**Telephone: (604) 356-2508 Facsimile: (604) 953-4908**

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**FROM: GERRY ENSING, INSPECTOR DATE: July 7, 1997**

**TO: The Hon. Paul Ramsey**  
**Minister of Ministry of Education, Skills and Training**

**CITY: Victoria, BC**

**PHONE: (604) 387-1977 FAX: (604) 387-3200**

**SUBJECT: Agreement on Offshore Schools**  
**Meeting with Denis Therrien, of**  
**Maple Leaf International School, in Dalian, China**

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**MESSAGE:**

Mr. Denis Therrien has kindly informed us of the outline of his plan for his presentation to you regarding the progress made by the **Maple Leaf International School, in Dalian, China**. The school wishes to become certified as an offshore school, eligible to issue the British Columbia Graduation Certificate to its graduates.

As planned, Paul Pallan, Sam Lim, and Gerry Ensing will also be in attendance at the meeting. [Materials will be Provided at the meeting]

Outline for Presentation to the Minister

1. Brief History and Background
2. Overview of Present Status of the School and the College
3. Photographs of Building and Facilities
4. Importance of this Project to the Country of China
5. Involvement of other Groups and Individuals
6. Joint Ventures (Commercial Side Agreements)
7. Potential Visit by Minister: Timing and Agenda
8. General Discussion

cc: Don Avison, Paul Pallan, Sam Lim

Date: Wed, 02 Jul 1997 14:12:13 -0700 (PDT)  
From: Joseph Thompson of EST 387-6143 <JTHOMPSON@galaxy.gov.bc.ca>  
Subject: RE: Offshore Schools Account  
To: "Gerry.Ensing@gems4.gov.bc.ca" <Gerry.Ensing@gems4.gov.bc.ca>  
Cc: "Jim.Beeke@gems1.gov.bc.ca" <Jim.Beeke@gems1.gov.bc.ca>,  
"Peggy.Glegg@gems7.gov.bc.ca" <Peggy.Glegg@gems7.gov.bc.ca>  
MIME-version: 1.0  
Importance: normal  
Priority: normal

Hi Gerry,

To confirm our discussion.....

- \* Policy does not allow expenditures to be paid out of the same bank account that revenue is received.
- \* Volume of deposits is minimal (say 2 or 3)
- \* Amount of funds is relatively small (est. \$25,000)

Given the above volume and \$\$ involved it is not appropriate to set up a bank account. Instead ensure the cheques are payable to the Minister of Finance and Corporate Relations, and forward to my office.

I'm not sure if this recovery was specifically budgeted for. Even if it wasn't, because of the relatively small \$\$\$ to be received, you still may be able to deposit the cheques received to your branch account and stob 99. Pat would have to confirm.

Joe

亞太翻譯事務所  
**A.P. Translation Services**

**COMPARISON  
BETWEEN THE ORIGINAL AND THE AMENDED ARTICLES**

**The original articles**

**CHAPTER 3**

**CURRICULUM DESIGN, TEACHING STAFF  
AND SOURCES OF STUDENTS**

- Article 9. Curriculum Design: English Language, Mathematics, Physics, Chemistry, Biology, Computer Science, Literature, History, Music, Fine Arts and etc.
- Article 10. Teaching Staff: It mainly consists of Chinese teachers. At the same time, qualified Canadian teachers will be hired to teach some natural science courses and foreign language courses.
- Article 11. Source of Students: Enrollment is open to students all over the country and Selection of students is based on their merits.

**The amended articles**

**CHAPTER 3**

**CURRICULUM DESIGN, ACADEMIC CREDENTIALS,  
TEACHING STAFF AND SOURCES OF STUDENTS**

- Article 9. Curriculum Design and Academic Credentials:  
Curriculum Design: Language, Mathematics, Physics, Chemistry, Biology, Computer Science, Literature, History, Political Science, Geography, Work Skills, Physical Education, Music, Fine Arts and etc. Chinese students need to complete the compulsory courses set in the Principles of China's Education and at the same time, courses used in the Province of British Columbia, Canada, should also be adopted.
- Academic Credentials: Students after graduation can obtain their academic certifications which are recognized by both China and Canada. When being able to apply for Chinese universities, students also have the qualifications to apply for the universities in Canada, North America and other English speaking countries.
- Article 10. Teaching Staff: It mainly consists of Chinese teachers. At the same time, qualified Canadian teachers will be hired to teach natural science courses and foreign language courses.
- Article 11. Source of Students: Enrollment are mainly for the student from Liaoning Province but it is also open to the students all over the country. Selection of students is based on their merits. The School not only recruits Chinese students but also foreign students whose families have invested in China.



Certified Interpreters  
and Legal Translators  
Chinese & Japanese

亞太翻譯事務所

## A.P. Translation Services

Translation From Chinese )

### DALIAN MAPLE LEAF INTERNATIONAL SCHOOL

Address: Dalian Jin Shi Tan National Holiday Resort, P.C. 116116

Tel: ( 0411 ) 7350145 7360143 Cable: 9889

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### DALIAN MAPLE LEAF INTERNATIONAL SCHOOL

#### APPLICATION FOR APPROVAL REGARDING THE AMENDED SCHOOL CHARTER

To: Dalian City Education Committee

Our School Charter was once unanimously approved by both Party A and Party B on October 10, 1994 and was approved by Provincial and Municipal Education Committees. After recent experience, the School's Board of Directors, based upon practical needs in operating the School, has made some amendment and improvement to the Charter and the following are the detailed contents of the amendment: Chinese students must complete all the compulsory courses set out in Teaching Syllabus of China; After graduation, students can obtain school credentials which are accepted by both countries, and they can apply for domestic universities and at the same time are qualified to apply to study in universities in Canada, North America and English speaking countries; The school enrollment is mainly for students from Liaoning Province and also open to students all over the country. It will not only enroll Chinese students but also foreign students as well whose parents are investing in business in China.

Now the amended Charter is submitted to you and we are looking forward to your approval.

Enclosed: Comparison between the original and the amended articles in the Charter  
School Curriculum of the Province of British Columbia, Canada

( Official Seal: Dalian Maple Leaf International School )  
March 31, 1997

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Liaison Office: 15th Floor, Golden Horse Building E.T. D.Z. Dalian, P.C. 116600  
Tel: ( 0411 ) 7619337 7623541 Fax: ( 0411 ) 7623542



Certified Interpreters  
and Legal Translators  
Chinese & Japanese

亞太翻譯事務所  
**A.P. Translation Services**

( Translation From Chinese )

Letterhead:

**LIAONING PROVINCIAL EDUCATION COMMITTEE**

L.J.W.H.Z. NO: [ 1997 ] 51

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**APPROVAL REGARDING THE AMENDMENT TO THE CHARTER  
OF DALIAN MAPLE LEAF INTERNATIONAL SCHOOL**

To: Dalian City Education Committee

D.J.W.Z. [ 1997 ] No: 44 Document " Application For Approval Regarding The Charter of Dalian Maple Leaf International School " submitted by your Committee, has been received.

Through review, the proposal of amendment to Chapter 3, Article 9, Article 10, Article 11 in the original Charter of Dalian Maple Leaf International School, made by both Chinese and Canadian parties in the cooperation, has been approved. The enrollment will be mainly for students from Liaoning Province and also open to students all over the country. The School can set up senior high school courses, listed in the attached document, which are approved under the Regulations of the Ministry of Education, the Province of British Columbia, Canada and must obtain an approval document from the Ministry of Education, the Province of British Columbia. To those who have participated in and passed the unified examinations of China and Canada, senior high school diploma, approved by our province, will be issued and Canadian high school diploma, approved by the Ministry of Education, the Province of British Columbia, Canada, will be issued.

We request your Committee to reinforce your guidance and management over the operation of that School and to make this Sino-Canadian joint venture, Dalian Maple Leaf International School better and better.

Liaoning Province Education Committee  
( Official Seal: Liaoning Province Education Committee )  
April 17, 1997

Send a copy to: Dalian Maple Leaf International School

Page 95 redacted for the following reason:

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S14

To: Don Avison  
Deputy Minister

February 11, 1997  
12660-20/OFF

From: Peter Owen, Director Governance and Legislation

Re: Jim Beeke - March 13-20, 1998, Dalian China - School Inspection  
Request for Travel Abroad

As you are aware, the previously planned inspection of the Dalian Maple Leaf International School in Dalian, China was delayed from November 1997 to March 1998 by request of the school. Jim Beeke is therefore applying for approval to travel to Dalian, China to chair the inspection of this independently operated school in Dalian, China. Tom Ellwood, retired Inspector, has agreed to accompany Jim Beeke for the purpose of conducting this inspection.

Assuming a successful inspection, the Dalian Maple Leaf International School will function in English, using B. C. teachers, curriculum and recommended resources and will be B. C. Certified. This is a pilot project which in the short term will provide a cost-plus return for staff efforts, and in the long term offer opportunities for a higher profile for Canada, and British Columbia in particular, in the international business marketplace. All expenses for the Ministry participation, including Mr. Ellwood's expenses, are being covered by the Dalian Maple Leaf International School. Mr. Beeke has considerable school inspection expertise and experience in British Columbia, which makes his presence key to this trip's success.

The external evaluation team, to be chaired by Mr. Beeke, in addition to Mr. Ellwood, will include three professional educators representing the Northwest Association of Schools and Colleges in the USA, which also has been invited to extend accreditation to the school, and possibly an English speaking Chinese official. As the current enrolment of the British Columbia Program in the school stands at 70 students only, the presence of only two British Columbia educators is sufficient for British Columbia purposes.

Participating from B. C.:

Jim Beeke, Coordinator of Independent Schools. Jim has for many years been an invaluable member and chair of independent schools external evaluation teams. His specific expertise in curriculum evaluations and wide experience in

evaluating many diverse independent schools, as well as his appointment to the Inspector's position beginning April 1, 1998, make him the person of choice from B. C. for this inspection exercise.

Tom Ellwood, retired former Inspector of Independent Schools. Tom's many years of service in various responsibilities in the MOEST, as well as his previous service as Inspector, and his experience on public and independent school accreditation teams, make him an experienced and credible BC member for this inspection.

REQUEST APPROVED

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Peter Owen, Director  
Governance and Legislation Branch  
Division

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Paul Pallan, ADM  
Funding and Accountability

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Don Avison, Deputy Minister



Page 98 redacted for the following reason:

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S14

Mime-Version: 1.0

Date: Thu, 19 Dec 1996 10:32:26 -0700

To: powen@mail.educ.gov.bc.ca

From: gensing@mail.educ.gov.bc.ca (Gerry Ensing)

Subject: Off Shore School Accreditation

Cc: jbeeke

Peter:

Just a few items with regard to the Off Shore file.

1. Dennis Therrien indicated that there was considerable interest from the Northwest Association of School and Colleges in the USA to join British Columbia in its accreditation of foreign schools. This would be of assistance to the school, which would not have to undergo two accreditation evaluations.

Dennis said that the NWASC would be quite willing to work with our criteria, based on the BC curriculum. He suggested that the team could consist of 2 from the NWASC, 2 from BC, in addition the chair from BC, and possibly 1 or 2 from the country where the school is located. Obviously, a variety of educational subject expertise would have to be represented on the team. It appears to be an interesting idea. Dennis promised to provide more detail in writing.

2. Going through some of the computer files that Tom left, it appears that, in addition to the actual agreement with the school which the Ministry and the school will sign, there may be a need for Memoranda of Understanding at different governmental levels, particularly in China. BC Trade advised Tom that MoU's would be needed at the local, state/provincial, and federal level. To effect these MoU's it is apparently necessary that Ministry reps are required that are fairly high up in the hierarchy, DM or ADM? Who draws up these things, and determines the language of the contents? Does BC have agents abroad?

My contact in Ontario indicated that they had not been successful in China because the Federal government there was not sympathetic to the idea of a school with foreign requirements. Dennis says that the Dalian School has achieved federal 'registration,' whatever that means, and he will pursue the possible need for MoU's.

3. On the subject of certification of teachers in such foreign schools, I am prepared to drop the option of the Inspector's certificate. There may be merit, however, in the idea to accept not only BC CoT certificates, but also equivalent certificates issued in other Canadian jurisdictions, i.e. certificates that are based on a minimum of four years of post-secondary training.

4. Seeing that, from a BC perspective 'Off Shore' has the limited connotation of 'Asian' or 'across the Pacific,' I looked for some alternative on my computer thesaurus, because I think globally, and see myself travelling to south America, and Africa, as well as Asia. Why think small.

For 'off shore' it came up with such alternatives as 'off the cuff,' 'off the record,' 'offshoot' and 'offspring.' All of which have something to say about the potential schools in question.

When I tried 'foreign' I came up with 'abroad,' 'alien,' and 'outlandish.'

There is some sense in those.

Finally, 'abroad' resulted in 'distant,' 'removed' and 'at large.'

Recommendation: "Outlandish Offspring at Large School."

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Gerry Ensing, Independent Schools

Phone: (604) 356-2508 Fax: (604) 953-4908

Page 101 redacted for the following reason:

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S14