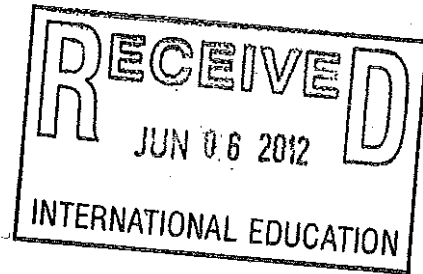


INFORMATION TECHNOLOGY & MANAGEMENT CONSULTING PROFESSIONAL SERVICES AGREEMENT

C13/2540



For Administrative Purposes Only

Ministry Contract No.:

C13/2540

Requisition No.: _____

Solicitation No.(if applicable): _____

Commodity Code: _____

Contractor Information

Supplier Name: Signum International Educational
Services Systems, Inc.

Supplier No.: _____ S17

Telephone No.: _____ 604-794-7109

E-mail Address: signumeduservices@shaw.ca

Website: _____ n/a

Financial Information

Client: _____ 062

Responsibility Centre: _____ 22441

Service Line: _____ 06500

STOB: _____ 6001

Project: _____ 2200433

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SCHEDULE A – SERVICES

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- Part 1 - Maximum Amount Payable
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SCHEDULE E – PRIVACY PROTECTION SCHEDULE

SCHEDULE F – ADDITIONAL TERMS

SCHEDULE G – SECURITY SCHEDULE

THIS AGREEMENT is dated for reference the 31st day of May, 2012.

BETWEEN:

Signum International Educational Systems, Inc. (the "Contractor") with the following specified address:

~~10435 McGrath Road, Rosedale, BC~~

~~VOX 1X2~~

(604) 794-7109 (office)

(604) 703-4986 (cell)

10337 Woodrose Place, Rosedale BC VOX 1X1

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by *International Education Branch* (the "Province") with the following specified address:

PO Box 9153, Victoria BC

V8W 9H1

(250) 507-1485

Ministry representative: Kerry Pridmore, email: Kerry.pridmore@gov.bc.ca

The Province wishes to retain the Contractor to provide the services specified in Schedule A and, in consideration for the remuneration set out in Schedule B, the Contractor has agreed to provide those services, on the terms and conditions set out in this Agreement.

As a result, the Province and the Contractor agree as follows:

1 DEFINITIONS

General

1.1 In this Agreement, unless the context otherwise requires:

- (a) "Business Day" means a day, other than a Saturday or Sunday, on which Provincial government offices are open for normal business in British Columbia;
- (b) "Incorporated Material" means any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by the Contractor or a Subcontractor;
- (c) "Material" means the Produced Material and the Received Material;
- (d) "Produced Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are produced by the Contractor or a Subcontractor and includes the Incorporated Material;
- (e) "Received Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor or a Subcontractor from the Province or any other person;
- (f) "Services" means the services described in Part 2 of Schedule A;
- (g) "Subcontractor" means a person described in paragraph (a) or (b) of section 13.4; and
- (h) "Term" means the term of the Agreement described in Part 1 of Schedule A subject to that term ending earlier in accordance with this Agreement.

Meaning of "record"

1.2 The definition of "record" in the *Interpretation Act* is incorporated into this Agreement and "records" will bear a corresponding meaning.

2 SERVICES

Provision of services

- 2.1 The Contractor must provide the Services in accordance with this Agreement.

Term

- 2.2 Regardless of the date of execution or delivery of this Agreement, the Contractor must provide the Services during the Term.

Supply of various items

- 2.3 Unless the parties otherwise agree in writing, the Contractor must supply and pay for all labour, materials, equipment, tools, facilities, approvals and licenses necessary or advisable to perform the Contractor's obligations under this Agreement, including the license under section 6.4.

Standard of care

- 2.4 Unless otherwise specified in this Agreement, the Contractor must perform the Services to a standard of care, skill, and diligence maintained by persons providing, on a commercial basis, services similar to the Services.

Standards in relation to persons performing Services

- 2.5 The Contractor must ensure that all persons employed or retained to perform the Services are qualified and competent to perform them and are properly trained, instructed and supervised.

Instructions by Province

- 2.6 The Province may from time to time give the Contractor reasonable instructions (in writing or otherwise) as to the performance of the Services. The Contractor must comply with those instructions but, unless otherwise specified in this Agreement, the Contractor may determine the manner in which the instructions are carried out.

Confirmation of non-written instructions

- 2.7 If the Province provides an instruction under section 2.6 other than in writing, the Contractor may request that the instruction be confirmed by the Province in writing, which request the Province must comply with as soon as it is reasonably practicable to do so.

Effectiveness of non-written instructions

- 2.8 Requesting written confirmation of an instruction under section 2.7 does not relieve the Contractor from complying with the instruction at the time the instruction was given.

Applicable laws

- 2.9 In the performance of the Contractor's obligations under this Agreement, the Contractor must comply with all applicable laws.

3 PAYMENT

Fees and expenses

- 3.1 If the Contractor complies with this Agreement, then the Province must pay to the Contractor at the times and on the conditions set out in Schedule B:
- (a) the fees described in that Schedule;
 - (b) the expenses, if any, described in that Schedule if they are supported, where applicable, by proper receipts and, in the Province's opinion, are necessarily incurred by the Contractor in providing the Services; and
 - (c) any applicable taxes payable by the Province under law or agreement with the relevant taxation authorities on the fees and expenses described in paragraphs (a) and (b).

The Province is not obliged to pay to the Contractor more than the "Maximum Amount" specified in Schedule B on account of fees and expenses.

Statements of accounts

- 3.2 In order to obtain payment of any fees and expenses under this Agreement, the Contractor must submit to the Province a written statement of account in a form satisfactory to the Province upon completion of the Services or at other times described in Schedule B.

Withholding of amounts

- 3.3 Without limiting section 9.1, the Province may withhold from any payment due to the Contractor an amount sufficient to indemnify in whole or in part the Province and its employees and agents against any liens or other third-party claims that have arisen or could arise in connection with the provision of the Services. An amount withheld under this section must be promptly paid by the Province to the Contractor upon the basis for withholding the amount having been fully resolved to the satisfaction of the Province.

Appropriation

- 3.4 The Province's obligation to pay money to the Contractor is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which payment becomes due.

Currency

- 3.5 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.

Non-resident income tax

- 3.6 If the Contractor is not a resident in Canada, the Contractor acknowledges that the Province may be required by law to withhold income tax from the fees described in Schedule B and then to remit that tax to the Receiver General of Canada on the Contractor's behalf.

Prohibition against committing money

- 3.7 Without limiting section 13.10(a), the Contractor must not in relation to performing the Contractor's obligations under this Agreement commit or purport to commit the Province to pay any money except as may be expressly provided for in this Agreement.

Refunds of taxes

3.8 The Contractor must:

- (a) apply for, and use reasonable efforts to obtain, any available refund, credit, rebate or remission of federal, provincial or other tax or duty imposed on the Contractor as a result of this Agreement that the Province has paid or reimbursed to the Contractor or agreed to pay or reimburse to the Contractor under this Agreement; and
- (b) immediately on receiving, or being credited with, any amount applied for under paragraph (a), remit that amount to the Province.

4 REPRESENTATIONS AND WARRANTIES

4.1 As at the date this Agreement is executed and delivered by, or on behalf of, the parties, the Contractor represents and warrants to the Province as follows:

- (a) except to the extent the Contractor has previously disclosed otherwise in writing to the Province,
 - (i) all information, statements, documents and reports furnished or submitted by the Contractor to the Province in connection with this Agreement (including as part of any competitive process resulting in this Agreement being entered into) are in all material respects true and correct,
 - (ii) the Contractor has sufficient trained staff, facilities, materials, appropriate equipment and approved subcontractual agreements in place and available to enable the Contractor to fully perform the Services, and
 - (iii) the Contractor holds all permits, licenses, approvals and statutory authorities issued by any government or government agency that are necessary for the performance of the Contractor's obligations under this Agreement; and
- (b) if the Contractor is not an individual,
 - (i) the Contractor has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Agreement by, or on behalf of, the Contractor, and
 - (ii) this Agreement has been legally and properly executed by, or on behalf of, the Contractor and is legally binding upon and enforceable against the Contractor in accordance with its terms except as enforcement may be limited by bankruptcy, insolvency or other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

5 PRIVACY, SECURITY AND CONFIDENTIALITY

Privacy

5.1 The Contractor must comply with the Privacy Protection Schedule attached as Schedule E.

Security

5.2 The Contractor must:

- (a) make reasonable security arrangements to protect the Material from unauthorized access, collection, use, disclosure, alteration or disposal; and
- (b) comply with the Security Schedule attached as Schedule G.

Confidentiality

- 5.3 The Contractor must treat as confidential all information in the Material and all other information accessed or obtained by the Contractor or a Subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure or use without the Province's prior written consent except:
- (a) as required to perform the Contractor's obligations under this Agreement or to comply with applicable laws;
 - (b) if it is information that is generally known to the public other than as result of a breach of this Agreement; or
 - (c) if it is information in any Incorporated Material.

Public announcements

- 5.4 Any public announcement relating to this Agreement will be arranged by the Province and, if such consultation is reasonably practicable, after consultation with the Contractor.

Restrictions on promotion

- 5.5 The Contractor, must not, without the prior written approval of the Province, refer for promotional purposes to the Province being a customer of the Contractor or the Province having entered into this Agreement.

6 MATERIAL AND INTELLECTUAL PROPERTY

Access to Material

- 6.1 If the Contractor receives a request for access to any of the Material from a person other than the Province, and this Agreement does not require or authorize the Contractor to provide that access, the Contractor must promptly advise the person to make the request to the Province.

Ownership and delivery of Material

- 6.2 The Province exclusively owns all property rights in the Material which are not intellectual property rights. The Contractor must deliver any Material to the Province immediately upon the Province's request.

Matters respecting intellectual property

- 6.3 The Province exclusively owns all intellectual property rights, including copyright, in:
- (a) Received Material that the Contractor receives from the Province; and
 - (b) Produced Material, other than any Incorporated Material.

Upon the Province's request, the Contractor must deliver to the Province documents satisfactory to the Province that irrevocably waive in the Province's favour any moral rights which the Contractor (or employees of the Contractor) or a Subcontractor (or employees of a Subcontractor) may have in the Produced Material and that confirm the vesting in the Province of the copyright in the Produced Material, other than any Incorporated Material.

Rights in relation to Incorporated Material

- 6.4 Upon any Incorporated Material being embedded or incorporated in the Produced Material and to the extent that it remains so embedded or incorporated, the Contractor grants to the Province:
- (a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, modify and distribute that Incorporated Material; and
 - (b) the right to sublicense to third-parties the right to use, reproduce, modify and distribute that Incorporated Material.

Right of Province to negotiate license of Produced Material

- 6.5 After the end of the Term, the Province in its sole discretion, may negotiate with the Contractor to provide the Contractor a license (which may be exclusive or non-exclusive) for the Contractor to use, reproduce, modify or distribute some or all of the Produced Material.

7 RECORDS AND REPORTS

Work reporting

- 7.1 Upon the Province's request, the Contractor must fully inform the Province of all work done by the Contractor or a Subcontractor in connection with providing the Services.

Time and expense records

- 7.2 If Schedule B provides for the Contractor to be paid fees at a daily or hourly rate or for the Contractor to be paid or reimbursed for expenses, the Contractor must maintain time records and books of account, invoices, receipts and vouchers of expenses in support of those payments, in form and content satisfactory to the Province. Unless otherwise specified in this Agreement, the Contractor must retain such documents for a period of not less than seven years after this Agreement ends.

8 AUDIT

- 8.1 In addition to any other rights of inspection the Province may have under statute or otherwise, the Province may at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect and, at the Province's discretion, copy any of the Material and the Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section.

9 INDEMNITY AND INSURANCE

Indemnity

- 9.1 The Contractor must indemnify and save harmless the Province and the Province's employees and agents from any losses, claims, damages, actions, causes of action, costs and expenses that the Province or any of the Province's employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, including any claim of infringement of third-party intellectual property rights, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission by the Contractor or by any of the Contractor's agents, employees, officers, directors or Subcontractors in connection with this Agreement (each a "Loss"), excepting always liability arising out of the independent acts or omissions of the Province and the Province's employees and agents.

Monetary limitations of indemnity

- 9.2 The indemnification by the Contractor pursuant to section 9.1 is limited to:
- (a) \$2,000,000 per Loss; and

- (b) \$4,000,000 in the aggregate for all Losses.

Exceptions to monetary limitations

9.3 The limitations set out in section 9.2 do not apply to a Loss resulting from any of the following:

- (a) bodily injury or damage to real property or tangible personal property;
- (b) a claim of infringement of third-party intellectual property rights; or
- (c) a breach of section 5.1, 5.2, 5.3 or 6.1 of this Agreement.

Province to notify Contractor of Loss

9.4 To claim indemnification for a Loss pursuant to section 9.1, the Province must notify the Contractor in writing of the Loss as soon as reasonably practicable after the Province becomes aware of the Loss provided that a failure by the Province to provide such notification will not invalidate the claim unless the Contractor is materially prejudiced by that failure.

Third-party intellectual property infringement claims

9.5 If the Loss is on the basis of a third-party claim that any element of the Material infringes the intellectual property rights of any person,

- (a) then the Contractor must defend the Province against that claim at the Contractor's expense and the Contractor must pay all associated costs, damages and legal fees that a court or arbitrator finally awards or are included in a settlement agreed to by the Contractor; and
- (b) the Province must cooperate with the Contractor in the defence of the claim and, where appropriate in the discretion of the Province, will allow the Contractor to appoint and instruct counsel and otherwise control the defence and any related settlement negotiations.

Insurance

9.6 The Contractor must comply with the Insurance Schedule attached as Schedule D.

Workers compensation

9.7 Without limiting the generality of section 2.9, the Contractor must comply with, and must ensure that any Subcontractors comply with, all applicable occupational health and safety laws in relation to the performance of the Contractor's obligations under this Agreement, including the *Workers Compensation Act* in British Columbia or similar laws in other jurisdictions.

Personal optional protection

9.8 The Contractor must apply for and maintain personal optional protection insurance (consisting of income replacement and medical care coverage) during the Term at the Contractor's expense if:

- (a) the Contractor is an individual or a partnership of individuals and does not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act* or similar laws in other jurisdictions; and
- (b) such personal optional protection insurance is available for the Contractor from WorkSafeBC or other sources.

Evidence of coverage

9.9 Within 10 Business Days of being requested to do so by the Province, the Contractor must provide the Province with evidence of the Contractor's compliance with sections 9.7 and 9.8.

10 FORCE MAJEURE

Definitions relating to force majeure

10.1 In this section and sections 10.2 and 10.3:

(a) "Event of Force Majeure" means one of the following events:

- (i) a natural disaster, fire, flood, storm, epidemic or power failure,
- (ii) a war (declared and undeclared), insurrection or act of terrorism or piracy,
- (iii) a strike (including illegal work stoppage or slowdown) or lockout, or
- (iv) a freight embargo

if the event prevents a party from performing the party's obligations in accordance with this Agreement and is beyond the reasonable control of that party; and

(b) "Affected Party" means a party prevented from performing the party's obligations in accordance with this Agreement by an Event of Force Majeure.

Consequence of Event of Force Majeure

10.2 An Affected Party is not liable to the other party for any failure or delay in the performance of the Affected Party's obligations under this Agreement resulting from an Event of Force Majeure and any time periods for the performance of such obligations are automatically extended for the duration of the Event of Force Majeure provided that the Affected Party complies with the requirements of section 10.3.

Duties of Affected Party

10.3 An Affected Party must promptly notify the other party in writing upon the occurrence of the Event of Force Majeure and make all reasonable efforts to prevent, control or limit the effect of the Event of Force Majeure so as to resume compliance with the Affected Party's obligations under this Agreement as soon as possible.

11 DEFAULT AND TERMINATION

Definitions relating to default and termination

11.1 In this section and sections 11.2 to 11.4:

(a) "Event of Default" means any of the following:

- (i) an Insolvency Event,
- (ii) the Contractor fails to perform any of the Contractor's obligations under this Agreement, or
- (iii) any representation or warranty made by the Contractor in this Agreement is untrue or incorrect; and

(b) "Insolvency Event" means any of the following:

- (i) an order is made, a resolution is passed or a petition is filed, for the Contractor's liquidation or winding up,
- (ii) the Contractor commits an act of bankruptcy, makes an assignment for the benefit of the Contractor's creditors or otherwise acknowledges the Contractor's insolvency,
- (iii) a bankruptcy petition is filed or presented against the Contractor or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by the Contractor,

- (iv) a compromise or arrangement is proposed in respect of the Contractor under the *Companies' Creditors Arrangement Act* (Canada),
- (v) a receiver or receiver-manager is appointed for any of the Contractor's property, or
- (vi) the Contractor ceases, in the Province's reasonable opinion, to carry on business as a going concern.

Province's options on default

- 11.2 On the happening of an Event of Default, or at any time thereafter, the Province may, at its option, elect to do any one or more of the following:
- (a) by written notice to the Contractor, require that the Event of Default be remedied within a time period specified in the notice;
 - (b) pursue any remedy or take any other action available to it at law or in equity; or
 - (c) by written notice to the Contractor, terminate this Agreement with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under section 11.2(a).

Delay not a waiver

- 11.3 No failure or delay on the part of the Province to exercise its rights in relation to an Event of Default will constitute a waiver by the Province of such rights.

Province's right to terminate other than for default

- 11.4 In addition to the Province's right to terminate this Agreement under section 11.2(c) on the happening of an Event of Default, the Province may terminate this Agreement for any reason by giving at least 10 days' written notice of termination to the Contractor.

Payment consequences of termination

- 11.5 Unless Schedule B otherwise provides, if the Province terminates this Agreement under section 11.4:
- (a) the Province must, within 30 days of such termination, pay to the Contractor any unpaid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that was completed to the Province's satisfaction before termination of this Agreement; and
 - (b) the Contractor must, within 30 days of such termination, repay to the Province any paid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that the Province has notified the Contractor in writing was not completed to the Province's satisfaction before termination of this Agreement.

Discharge of liability

- 11.6 The payment by the Province of the amount described in section 11.5(a) discharges the Province from all liability to make payments to the Contractor under this Agreement.

Notice in relation to Events of Default

- 11.7 If the Contractor becomes aware that an Event of Default has occurred or anticipates that an Event of Default is likely to occur, the Contractor must promptly notify the Province of the particulars of the Event of Default or anticipated Event of Default. A notice under this section as to the occurrence of an Event of Default must also specify the steps the Contractor proposes to take to address, or prevent recurrence of, the Event of Default. A notice under this section as to an anticipated Event of Default must specify the steps the Contractor proposes to take to prevent the occurrence of the anticipated Event of Default.

12 DISPUTE RESOLUTION

Dispute resolution process

- 12.1 In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:
- (a) the parties must initially attempt to resolve the dispute through collaborative negotiation;
 - (b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation under the rules of the British Columbia Mediator Roster Society; and
 - (c) if the dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally resolved by arbitration under the *Commercial Arbitration Act*.

Location of arbitration or mediation

- 12.2 Unless the parties otherwise agree in writing, an arbitration or mediation under section 12.1 will be held in Victoria, British Columbia.

Costs of arbitration or mediation

- 12.3 Unless the parties otherwise agree in writing or, in the case of an arbitration, the arbitrator otherwise orders, the parties must share equally the costs of a arbitration or mediation under section 12.1 other than those costs relating to the production of expert evidence or representation by counsel.

13 MISCELLANEOUS

Delivery of notices

- 13.1 Any notice contemplated by this Agreement, to be effective, must be in writing and delivered as follows:
- (a) by fax to the addressee's fax number specified on the first page of this Agreement, in which case it will be deemed to be received on the day of transmittal unless transmitted after the normal business hours of the addressee or on a day that is not a Business Day, in which cases it will be deemed to be received on the next following Business Day;
 - (b) by hand to the addressee's address specified on the first page of this Agreement, in which case it will be deemed to be received on the day of its delivery; or
 - (c) by prepaid post to the addressee's address specified on the first page of this Agreement, in which case if mailed during any period when normal postal services prevail, it will be deemed to be received on the fifth Business Day after its mailing.

Change of address or fax number

- 13.2 Either party may from time to time give notice to the other party of a substitute address or fax number, which from the date such notice is given will supersede for purposes of section 13.1 any previous address or fax number specified for the party giving the notice.

Assignment

- 13.3 The Contractor must not assign any of the Contractor's rights under this Agreement without the Province's prior written consent.

Subcontracting

- 13.4. The Contractor must not subcontract any of the Contractor's obligations under this Agreement to any person without the Province's prior written consent, excepting persons listed in the attached Schedule C. No subcontract, whether consented to or not, relieves the Contractor from any obligations under this Agreement. The Contractor must ensure that:
- (a) any person retained by the Contractor to perform obligations under this Agreement; and
 - (b) any person retained by a person described in paragraph (a) to perform those obligations fully complies with this Agreement in performing the subcontracted obligations.

Waiver

- 13.5 A waiver of any term or breach of this Agreement is effective only if it is in writing and signed by, or on behalf of, the waiving party and is not a waiver of any other term or breach.

Modifications

- 13.6 No modification of this Agreement is effective unless it is in writing and signed by, or on behalf of, the parties.

Entire agreement

- 13.7 This Agreement (including any modification of it) constitutes the entire agreement between the parties as to performance of the Services.

Survival of certain provisions

- 13.8 Sections 2.9, 3.1 to 3.4, 3.7, 3.8, 5.1 to 5.5, 6.1 to 6.5, 7.1, 7.2, 8.1, 9.1 to 9.6, 9.9, 10.1 to 10.3, 11.2, 11.3, 11.5, 11.6, 12.1 to 12.3, 13.1, 13.2, 13.8, and 13.10, any accrued but unpaid payment obligations, and any other sections of this Agreement (including schedules) which, by their terms or nature, are intended to survive the completion of the Services or termination of this Agreement, will continue in force indefinitely, even after this Agreement ends.

Schedules

- 13.9 The schedules to this Agreement (including any appendices or other documents attached to, or incorporated by reference into, those schedules) are part of this Agreement.

Independent contractor

- 13.10 In relation to the performance of the Contractor's obligations under this Agreement, the Contractor is an independent contractor and not:
- (a) an employee or partner of the Province; or
 - (b) an agent of the Province except as may be expressly provided for in this Agreement.

The Contractor must not act or purport to act contrary to this section.

Personnel not to be employees of Province

- 13.11 The Contractor must not do anything that would result in personnel hired or used by the Contractor or a Subcontractor in relation to providing the Services being considered employees of the Province.

Key Personnel

- 13.12 If one or more individuals are specified as "Key Personnel" of the Contractor in Part 4 of Schedule A, the Contractor must cause those individuals to perform the Services on the Contractor's behalf, unless the Province otherwise approves in writing, which approval must not be unreasonably withheld.

Pertinent information

- 13.13 The Province must make available to the Contractor all information in the Province's possession which the Province considers pertinent to the performance of the Services.

Conflict of interest

- 13.14 The Contractor must not provide any services to any person in circumstances which, in the Province's reasonable opinion, could give rise to a conflict of interest between the Contractor's duties to that person and the Contractor's duties to the Province under this Agreement.

Time

- 13.15 Time is of the essence in this Agreement and, without limitation, will remain of the essence after any modification or extension of this Agreement, whether or not expressly restated in the document effecting the modification or extension.

Conflicts among provisions

- 13.16 Conflicts among provisions of this Agreement will be resolved as follows:
- (a) a provision in the body of this Agreement will prevail over any conflicting provision in, attached to or incorporated by reference into a schedule, unless that conflicting provision expressly states otherwise; and
 - (b) a provision in a schedule will prevail over any conflicting provision in a document attached to, or incorporated by reference into a schedule, unless the schedule expressly states otherwise.

Agreement not permit nor fetter

- 13.17 This Agreement does not operate as a permit, license, approval or other statutory authority which the Contractor may be required to obtain from the Province or any of its agencies in order to provide the Services. Nothing in this Agreement is to be construed as interfering with, or fettering in any manner, the exercise by the Province or its agencies of any statutory, prerogative, executive or legislative power or duty.

Remainder not affected by invalidity

- 13.18 If any provision of this Agreement or the application of it to any person or circumstance 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 and will be valid and enforceable to the extent permitted by law.

Further assurances

- 13.19 Each party must perform the acts, execute and deliver the writings, and give the assurances as may be reasonably necessary to give full effect to this Agreement.

Additional terms

- 13.20 Any additional terms set out in the attached Schedule F apply to this Agreement.

Governing law

- 13.21 This Agreement is governed by, and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.

14 INTERPRETATION

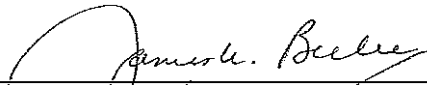

14.1 In this Agreement:

- (a) "includes" and "including" are not intended to be limiting;
- (b) unless the context otherwise requires, references to sections by number are to sections of this Agreement;
- (c) the Contractor and the Province are referred to as "the parties" and each of them as a "party";
- (d) "attached" means attached to this Agreement when used in relation to a schedule;
- (e) unless otherwise specified, a reference to a statute by name means the statute of British Columbia by that name, as amended or replaced from time to time;
- (f) the headings have been inserted for convenience of reference only and are not intended to describe, enlarge or restrict the scope or meaning of this Agreement or any provision of it;
- (g) "person" includes an individual, partnership, corporation or legal entity of any nature; and
- (h) unless the context otherwise requires, words expressed in the singular include the plural and *vice versa*.

15 EXECUTION AND DELIVERY OF AGREEMENT

- 15.1 This Agreement may be entered into by a separate copy of this Agreement being executed by, or on behalf of, each party and that executed copy being delivered to the other party by a method provided for in section 13.1 or any other method agreed to by the parties.

The parties have executed this Agreement as follows:

<p>SIGNED on the <u>1st</u> day of <u>JUNE</u>, 20<u>12</u> by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):</p> <p> _____ Signature(s)</p> <p><u>JAMES W. BEEKE</u> _____ Print Name(s)</p> <p><u>PRESIDENT: SIGNUM INTERNATIONAL</u> _____ Print Title(s) <u>EDUCATIONAL SERVICES, INC.</u></p>	<p>SIGNED on the <u>7th</u> day of <u>JUNE</u>, 20<u>12</u> on behalf of the Province by its duly authorized representative:</p> <p> _____ Signature</p> <p><u>Kerry Rudmore</u> _____ Print Name</p> <p><u>Director, International Education</u> _____ Print Title</p>
--	--

Schedule A – Services

PART 1. TERM:

1. The term of this Agreement commences on June 1, 2012 and ends on September 11, 2012.

PART 2. SERVICES:

Outputs

The Contractor must:

1. Co-chair (with Kerry Pridmore, Director: International Education) a meeting with chairs of offshore school inspection teams to review inspection instruments and processes
2. Revise BC MoE Offshore School Application – including Appendix C (with its 28 requirements)
3. Revise BC MoE Offshore School Evaluation Catalogue
4. Revise BC MoE Offshore School Report Writing Guidelines

Outcomes

Through the delivery of the Services the Province wishes to realize the following outcomes and, without limiting the obligation of the Contractor to comply with other provisions of this Part, the Contractor must use commercially reasonable efforts to achieve them:

1. 2 days – Pre-meeting with Kerry Pridmore to be well-informed and up-to-date; and preview of all documents to be well-prepared for meeting; and co-chair offshore chair meeting (including travel time to/from Vancouver for meetings)
2. 1 day - Revise BC MoE Offshore School Application – including Appendix C
3. 2 days - Revise BC MoE Offshore School Evaluation Catalogue
4. 1 day - Revise BC MoE Offshore School Report Writing Guidelines
5. 1 day for proof-reading the 3 documents above after BC MoE clerical staff re-format and insert changes

The parties acknowledge that the Contractor does not warrant that these outcomes will be achieved.

Reporting requirements

New inspection templates by September 11, 2012.

PART 3. RELATED DOCUMENTATION:

Not applicable

Schedule B – Fees and Expenses

1. MAXIMUM AMOUNT PAYABLE:

Maximum Amount: Despite sections 2 and 3 of this Schedule, \$3,500 is the maximum amount which the Province is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of any applicable taxes described in section 3.1(c) of this Agreement).

2. FEES:

Daily Rate

Fees: at a rate of \$17.52¹ per day (based on a day of 8 hours) for those days during the Term when the Contractor provides the Services. If the Contractor provides the Services for less than the required hours on any day, then fees for that day will be reduced proportionally.

3. EXPENSES:

Expenses:

None.

4. STATEMENTS OF ACCOUNT:

Statements of Account: In order to obtain payment of any fees and expenses under this Agreement for a period from and including the 1st day of a month to and including the last day of that month (each a "Billing Period"), the Contractor must deliver to the Province on a date after the Billing Period (each a "Billing Date"), a written statement of account in a form satisfactory to the Province containing:

- (a) the Contractor's legal name and address;
- (b) the date of the statement, and the Billing Period to which the statement pertains;
- (c) the Contractor's calculation of all fees claimed for that Billing Period, including a declaration by the Contractor of all hours worked on each day during the Billing Period for which the Contractor claims fees and a description of the applicable fee rates;
- (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor for the Billing Period with receipts attached, if applicable, and, if the Contractor is claiming reimbursement of any HST or other applicable taxes paid or payable by the Contractor in relation to those expenses, a description of any credits, rebates, refunds or remissions the Contractor is entitled to from the relevant taxation authorities in relation to those taxes;
- (e) the Contractor's calculation of any applicable taxes payable by the Province in relation to the Services for the Billing Period;
- (f) a description of this Agreement;
- (g) a statement number for identification; and
- (h) any other billing information reasonably requested by the Province.

5. PAYMENTS DUE:

Payments Due: Within 30 days of the Province's receipt of the Contractor's written statement of account delivered in accordance with this Schedule, the Province must pay the Contractor the fees and expenses (plus all applicable taxes), claimed in the statement if they are in accordance with this Schedule. Statements of account or contract invoices offering an early payment discount may be paid by the Province as required to obtain the discount.

Schedule C – Approved Subcontractor(s)

Not applicable

Schedule D – Insurance

1. The Contractor must, without limiting the Contractor's obligation or liabilities and at the Contractor's own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Province:
 - (a) Commercial General Liability in an amount not less than \$2,000,000 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must:
 - (i) include the Province as an additional insured,
 - (ii) be endorsed to provide the Province with 30 days advance written notice of cancellation or material change, and
 - (iii) include a cross liability clause; and
 - (b) Professional Errors and Omissions Liability insuring the Contractor's liability resulting from errors or omissions in the performance of the Services in an amount per occurrence, and in the aggregate, calculated as follows:
 - (i) not less than \$1,000,000, if the "Maximum Amount" set out in Schedule B is less than \$500,000; and
 - (ii) not less than \$2,000,000, if the "Maximum Amount" set out in Schedule B is \$500,000 or greater.
2. All insurance described in section 1 of this Schedule must:
 - (a) be primary; and
 - (b) not require the sharing of any loss by any insurer of the Province.
3. The Contractor must provide the Province with evidence of all required insurance as follows:
 - (a) within 10 Business Days of commencement of the Services, the Contractor must provide to the Province evidence of all required insurance in the form of a completed Province of British Columbia Certificate of Insurance;
 - (b) if any required insurance policy expires before the end of the Term, the Contractor must provide, within 10 Business Days of the policy's expiration, evidence of a new or renewal policy meeting the requirements of the expired insurance in the form of a completed Province of British Columbia Certificate of Insurance; and
 - (c) despite paragraph (a) or (b) above, if requested by the Province at any time, the Contractor must provide to the Province certified copies of the required insurance policies.
4. Despite section 1(b) of this Schedule, if in the Province's sole discretion, the Province has approved in writing either a fronted self-insurance program or a duly licensed captive insurer as an alternative to the Professional Liability Insurance requirement set out in section 1(b), then the Contractor must maintain throughout the Term that alternative in accordance with the terms of the approval.

Schedule E – Privacy Protection Schedule

- Not applicable

Schedule F – Additional Terms

Not applicable

Schedule G – Security Schedule

Definitions

1. In this Schedule,
 - (a) "Equipment" means any equipment, including interconnected systems or subsystems of equipment, software and networks, used or to be used by the Contractor to provide the Services;
 - (b) "Facilities" means any facilities at which the Contractor provides or is to provide the Services;
 - (c) "Information" means information
 - (i) in the Material, or
 - (ii) accessed, produced or obtained by the Contractor (whether verbally, electronically or otherwise) as a result of the Agreement;
 - (d) "Record" means a "record" as defined in the *Interpretation Act*;
 - (e) "Sensitive Information" means
 - (i) Information that is "personal information" as defined in the *Freedom of Information and Protection of Privacy Act*, or
 - (ii) any other Information specified as "Sensitive Information" in Appendix G6, if attached; and
 - (f) "Services Worker" means an individual involved in providing the Services for or on behalf of the Contractor and, for greater certainty, may include
 - (i) the Contractor or a subcontractor if an individual, or
 - (ii) an employee or volunteer of the Contractor or of a subcontractor.

Schedule contains additional obligations

2. The obligations of the Contractor in this Schedule are in addition to any other obligation in the Agreement or the schedules attached to it relating to security including, without limitation, the obligations of the Contractor in the Privacy Protection Schedule, if attached.

Services Worker confidentiality agreements

3. The Contractor must not permit a Services Worker who is an employee or volunteer of the Contractor to have access to Sensitive Information unless the Services Worker has first entered into a confidentiality

agreement with the Contractor to keep Sensitive Information confidential on substantially similar terms as those that apply to the Contractor under the Agreement.

Services Worker security screening

4. The Contractor may only permit a Services Worker who is an employee or a volunteer of the Contractor to have access to Sensitive Information or otherwise be involved in providing the Services if, after having subjected the Services Worker to the personnel security screening requirements set out in Appendix G1 and any additional requirements the Contractor may consider appropriate, the Contractor is satisfied that the Services Worker does not constitute an unreasonable security risk. The Contractor must create, obtain and retain Records documenting the Contractor's compliance with the security screening requirements set out in Appendix G1 in accordance with the provisions of that appendix.

Services Worker activity logging

5. Subject to section 6, the Contractor must create and maintain detailed Records logging the activities of all Service Workers in relation to:
 - (a) their access to Sensitive Information; and
 - (b) other matters specified by the Province in writing for the purposes of this section.
6. The Records described in section 5 must be made and maintained in a manner, and contain information, specified in Appendix G2, if attached.

Facilities and Equipment protection and access control

7. The Contractor must create, maintain and follow a documented process to:
 - (a) protect Facilities and Equipment of the Contractor required by the Contractor to provide the Services from loss, damage or any other occurrence that may result in any of those Facilities and Equipment being unavailable when required to provide the Services; and
 - (b) limit access to Facilities and Equipment of the Contractor
 - (i) being used by the Contractor to provide the Services, or
 - (ii) that may be used by someone to access Information

to those persons who are authorized to have that access and for the purposes for which they are authorized, which process must include measures to verify the identity of those persons.
8. If the Province makes available to the Contractor any Facilities or Equipment of the Province for the use of the Contractor in providing the Services, the Contractor must comply with any policies and procedures provided to it by the Province on acceptable use, protection of, and access to, such Facilities or Equipment.

Sensitive Information access control

9. The Contractor must:
 - (a) create, maintain and follow a documented process for limiting access to Sensitive Information to those persons who are authorized to have that access and for the purposes for which they are authorized, which process must include measures to verify the identity of those persons; and
 - (b) comply with the information access control requirements set out in Appendix G3, if attached.

Integrity of Information

10. The Contractor must:

- (a) create, maintain and follow a documented process for maintaining the integrity of Information while possessed or accessed by the Contractor; and
- (b) comply with the information integrity requirements set out in Appendix G4, if attached.

11. For the purposes of section 10, maintaining the integrity of Information means that, except to the extent expressly authorized by the Agreement or approved in writing by the Province, the Information has:

- (a) remained as complete as when it was acquired or accessed by the Contractor; and
- (b) not been altered in any material respect.

Documentation of changes to processes

12. The Contractor must create and maintain detailed Records logging any changes it makes to the processes described in sections 7, 9 and 10.

Notice of security breaches

13. If Contractor becomes aware that:

- (a) unauthorized access, collection, use, disclosure, alteration or disposal of Information or Records containing Information; or
- (b) unauthorized access to Facilities or Equipment

has occurred or is likely to occur (whether or not related to a failure by the Contractor to comply with this Schedule or the Agreement), the Contractor must immediately notify the Province of the particulars of that occurrence or likely occurrence. If the Contractor provides a notification under this section other than in writing, that notification must be confirmed in writing to the Province as soon as it is reasonably practicable for the Contractor to do so.

Review of security breaches

14. If the Province decides to conduct a review of a matter described in section 13 (whether or not the matter came to the attention of the Province as a result of a notification under section 13), the Contractor must, on the request of the Province, participate in the review to the extent that it is reasonably practicable for the Contractor to do so.

Retention of Records

15. Unless the Agreement otherwise specifies, the Contractor must retain all Records in the Contractor's possession that contain Information until directed by the Province in writing to dispose of them or deliver them as specified in the direction.

Storage of Records

16. Until disposed of or delivered in accordance with section 15, the Contractor must store any Records in the Contractor's possession that contain Information in accordance with the provisions of Appendix G5, if attached.

Audit

17. In addition to any other rights of inspection the Province may have under the Agreement or under statute, the Province may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect and, at the Province's discretion, copy:
- (a) any Records in the possession of the Contractor containing Information; or
 - (b) any of the Contractor's Information management policies or processes (including the processes described in sections 7, 9 and 10 and the logs described in sections 5 and 12) relevant to the Contractor's compliance with this Schedule

and the Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section.

Termination of Agreement

18. In addition to any other rights of termination which the Province may have under the Agreement or otherwise at law, the Province may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

Interpretation

19. In this Schedule, unless otherwise specified:
- (a) references to sections are to sections of this Schedule; and
 - (b) references to appendices are to the appendices attached to this Schedule.
20. Any reference to the "Contractor" in this Schedule includes any subcontractor retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors comply with this Schedule.
21. The appendices attached to this Schedule are part of this Schedule.
22. If there is a conflict between a provision in an appendix attached to this Schedule and any other provision of this Schedule, the provision in the appendix is inoperative to the extent of the conflict unless the appendix states that it operates despite a conflicting provision of this Schedule.
23. If there is a conflict between:
- (a) a provision of the Agreement, this Schedule or an appendix attached to this Schedule; and
 - (b) a documented process required by this Schedule to be created or maintained by the Contractor
- the provision of the Agreement, Schedule or appendix will prevail to the extent of the conflict.
24. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.

SCHEDULE G – Appendix G1 – Security screening requirements

The personnel security screening requirements set out in this Appendix G1 are for the purpose of assisting the Contractor determine whether or not a Services Worker constitutes an unreasonable security risk.

Verification of name, date of birth and address

- The Contractor must verify the name, date of birth and current address of a Services Worker by viewing at least one piece of “primary identification” of the Services Worker and at least one piece of “secondary identification” of the Services Worker,* as described in the table following this section. The Contractor must obtain or create, as applicable, Records of all such verifications and retain a copy of those Records. For a Services Worker from another province or jurisdiction, reasonably equivalent identification documents are acceptable.

Primary Identification	Secondary Identification
<p>Issued by ICBC:</p> <ul style="list-style-type: none"> B.C. driver’s licence or learner’s licence (must have photo) B.C. Identification (BCID) card <p>Issued by provincial or territorial government:</p> <ul style="list-style-type: none"> Canadian birth certificate <p>Issued by Government of Canada:</p> <ul style="list-style-type: none"> Canadian Citizenship Card Permanent Resident Card Canadian Record of Landing/Canadian Immigration Identification Record 	<ul style="list-style-type: none"> School ID card (student card) Bank card (only if holder’s name is on card) Credit card (only if holder’s name is on card) Passport Foreign birth certificate (a baptismal certificate is not acceptable) Canadian or U.S. driver’s licence Naturalization certificate Canadian Forces identification Police identification Foreign Affairs Canada or consular identification Vehicle registration (only if owner’s signature is shown) Picture employee ID card Firearms Acquisition Certificate Social Insurance Card (only if has signature strip) B.C. CareCard Native Status Card Parole Certificate ID Correctional Service Conditional Release Card

*It is not necessary that each piece of identification viewed by the Contractor contains the name, date of birth and current address of the Services Worker. It is sufficient that, in combination, the identification viewed contains that information.

Verification of education and professional qualifications

- The Contractor must verify, by reasonable means, any relevant education and professional qualifications of a Services Worker, obtain or create, as applicable, Records of all such verifications, and retain a copy of those Records.

Verification of employment history and reference checks

3. The Contractor must verify, by reasonable means, any relevant employment history of a Services Worker, which will generally consist of the Contractor requesting that a Services Worker provide employment references and the Contractor contacting those references. If a Services Worker has no relevant employment history, the Contractor must seek to verify the character or other relevant personal characteristics of the Services Worker by requesting the Services Worker to provide one or more personal references and contacting those references. The Contractor must obtain or create, as applicable, Records of all such verifications and retain a copy of those Records.

Security interview

4. The Contractor must allow the Province to conduct a security-focused interview with a Services Worker if the Province identifies a reasonable security concern and notifies the Contractor it wishes to do so.

Criminal history check

5. The Contractor must arrange for and retain documented results of a criminal history check on a Services Worker obtained through the Services Worker's local policing agency. Criminal history checks must be repeated as necessary to ensure that at all times the most recent criminal history check on a Services Worker was completed within the previous five years.



GENERAL SERVICE AGREEMENT

CONTRACT NO C13/2541

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THIS AGREEMENT is dated for reference the 17th day of July, 2012.

BETWEEN:

Signum International Educational Systems, Inc. (the "Contractor") with the following specified address:
10337 Woodrose Place
Rosedale, B.C.
V0X 1X1

Phone: (604) 703-4986 (office)
Email: signumeduservices@shaw.ca

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the International Education Branch, Governance and Independent Schools Division, Ministry of Education (the "Province") with the following specified address:
PO Box 9153 Stn Prov Govt
Victoria, B.C.
V8W 9H1

Phone: (250) 507-1485
Ministry Representative: Kerry Pridmore, Email: kerry.pridmore@gov.bc.ca

The Province wishes to retain the Contractor to provide the Services specified in Schedule A and, in consideration for the remuneration set out in Schedule B, the Contractor has agreed to provide those Services, on the Terms and conditions set out in this Agreement.

As a result, the Province and the Contractor agree as follows:

1 DEFINITIONS

General

1.1 In this Agreement, unless the context otherwise requires:

- (a) "Business Day" means a day on which Provincial government offices are open for normal business in British Columbia;
- (b) "Incorporated Material" means any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by the Contractor or a Subcontractor;
- (c) "Material" means the Produced Material and the Received Material;
- (d) "Produced Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are produced by the Contractor or a Subcontractor and may include the Incorporated Material;
- (e) "Received Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor or a Subcontractor from the Province or any other person;
- (f) "Services" means the services described in Part 2 of Schedule A;
- (g) "Subcontractor" means a person described in paragraph (a) or (b) of section 13.4; and
- (h) "Term" means the term of the Agreement described in Part 1 of Schedule A subject to that term ending earlier in accordance with this Agreement.

Meaning of "record"

1.2 The definition of "record" in the *Interpretation Act* is incorporated into this Agreement and "records" will bear a corresponding meaning.

2 SERVICES

Provision of Services

2.1 The Contractor must provide the Services in accordance with this Agreement.

Term

2.2 Regardless of the date of execution or delivery of this Agreement, the Contractor must provide the Services during the Term.

Supply of various items

2.3 Unless the parties otherwise agree in writing, the Contractor must supply and pay for all labour, materials, equipment, tools, facilities, approvals and licenses necessary or advisable to perform the Contractor's obligations under this Agreement, including the license under section 6.4.

Standard of care

- 2.4 Unless otherwise specified in this Agreement, the Contractor must perform the Services to a standard of care, skill and diligence maintained by persons providing, on a commercial basis, services similar to the Services.

Standards in relation to persons performing Services

- 2.5 The Contractor must ensure that all persons employed or retained to perform the Services are qualified and competent to perform them and are properly trained, instructed and supervised.

Instructions by Province

- 2.6 The Province may from time to time give the Contractor reasonable instructions (in writing or otherwise) as to the performance of the Services. The Contractor must comply with those instructions but, unless otherwise specified in this Agreement, the Contractor may determine the manner in which the instructions are carried out.

Confirmation of non-written instructions

- 2.7 If the Province provides an instruction under section 2.6 other than in writing, the Contractor may request that the instruction be confirmed by the Province in writing, which request the Province must comply with as soon as it is reasonably practicable to do so.

Effectiveness of non-written instructions

- 2.8 Requesting written confirmation of an instruction under section 2.7 does not relieve the Contractor from complying with the instruction at the time the instruction was given.

Applicable laws

- 2.9 In the performance of the Contractor's obligations under this Agreement, the Contractor must comply with all applicable laws.

3 PAYMENT

Fees and expenses

- 3.1 If the Contractor complies with this Agreement, then the Province must pay to the Contractor at the times and on the conditions set out in Schedule B:

- (a) the fees described in that Schedule, plus any applicable taxes; and
- (b) the expenses, if any, described in that Schedule if they are supported, where applicable, by proper receipts and, in the Province's opinion, are necessarily incurred by the Contractor in providing the Services.

The Province is not obliged to pay to the Contractor more than the "Maximum Amount" specified in Schedule B on account of fees and expenses.

Statements of accounts

- 3.2 In order to obtain payment of any fees and expenses under this Agreement, the Contractor must submit to the Province a written statement of account in a form satisfactory to the Province upon completion of the Services or at other times described in Schedule B.

Withholding of amounts

- 3.3 Without limiting section 9.1, the Province may withhold from any payment due to the Contractor an amount sufficient to indemnify, in whole or in part, the Province and its employees and agents against any liens or other third-party claims that have arisen or could arise in connection with the provision of the Services. An amount withheld under this section must be promptly paid by the Province to the Contractor upon the basis for withholding the amount having been fully resolved to the satisfaction of the Province.

Appropriation

- 3.4 The Province's obligation to pay money to the Contractor is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which payment becomes due.

Currency

- 3.5 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.

Non-resident income tax

- 3.6 If the Contractor is not a resident in Canada, the Contractor acknowledges that the Province may be required by law to withhold income tax from the fees described in Schedule B and then to remit that tax to the Receiver General of Canada on the Contractor's behalf.

Prohibition against committing money

- 3.7 Without limiting section 13.10(a), the Contractor must not in relation to performing the Contractor's obligations under this Agreement commit or purport to commit the Province to pay any money except as may be expressly provided for in this Agreement.

Refunds of taxes

- 3.8 The Contractor must apply for and, immediately on receipt, remit to the Province any available refund, rebate or remission of federal or provincial tax or duty that the Province has paid or reimbursed to the Contractor or agreed to pay or reimburse to the Contractor under this Agreement.

4 REPRESENTATIONS AND WARRANTIES

- 4.1 As at the date this Agreement is executed and delivered by, or on behalf of, the parties, the Contractor represents and warrants to the Province as follows:
- (a) except to the extent the Contractor has previously disclosed otherwise in writing to the Province,
 - (i) all information, statements, documents and reports furnished or submitted by the Contractor to the Province in connection with this Agreement (including as part of any competitive process resulting in this Agreement being entered into) are in all material respects true and correct,
 - (ii) the Contractor has sufficient trained staff, facilities, materials, appropriate equipment and approved subcontractual agreements in place and available to enable the Contractor to fully perform the Services, and
 - (iii) the Contractor holds all permits, licenses, approvals and statutory authorities issued by any government or government agency that are necessary for the performance of the Contractor's obligations under this Agreement; and
 - (b) if the Contractor is not an individual,
 - (i) the Contractor has the power and capacity to enter into this Agreement and to observe, perform and comply with the Terms of this Agreement and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Agreement by, or on behalf of, the Contractor, and
 - (ii) this Agreement has been legally and properly executed by, or on behalf of, the Contractor and is legally binding upon and enforceable against the Contractor in accordance with its Terms except as enforcement may be limited by bankruptcy, insolvency or other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

5 PRIVACY, SECURITY AND CONFIDENTIALITY

Privacy

- 5.1 The Contractor must comply with the Privacy Protection Schedule, if attached, as Schedule E.

Security

- 5.2 The Contractor must:
- (a) make reasonable security arrangements to protect the Material from unauthorized access, collection, use, disclosure, alteration or disposal; and
 - (b) comply with the Security Schedule, if attached, as Schedule G.

Confidentiality

- 5.3 The Contractor must treat as confidential all information in the Material and all other information accessed or obtained by the Contractor or a Subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure or use without the Province's prior written consent except:
- (a) as required to perform the Contractor's obligations under this Agreement or to comply with applicable laws;
 - (b) if it is information that is generally known to the public other than as result of a breach of this Agreement; or
 - (c) if it is information in any Incorporated Material.

Public announcements

- 5.4 Any public announcement relating to this Agreement will be arranged by the Province and, if such consultation is reasonably practicable, after consultation with the Contractor.

Restrictions on promotion

- 5.5 The Contractor must not, without the prior written approval of the Province, refer for promotional purposes to the Province being a customer of the Contractor or the Province having entered into this Agreement.

6 MATERIAL AND INTELLECTUAL PROPERTY

Access to Material

- 6.1 If the Contractor receives a request for access to any of the Material from a person other than the Province, and this Agreement does not require or authorize the Contractor to provide that access, the Contractor must promptly advise the person to make the request to the Province.

Ownership and delivery of Material

- 6.2 The Province exclusively owns all property rights in the Material which are not intellectual property rights. The Contractor must deliver any Material to the Province immediately upon the Province's request.

Matters respecting intellectual property

- 6.3 The Province exclusively owns all intellectual property rights, including copyright, in:
- (a) Received Material that the Contractor receives from the Province; and

(b) Produced Material, other than any Incorporated Material.

Upon the Province's request, the Contractor must deliver to the Province documents satisfactory to the Province that irrevocably waive in the Province's favour any moral rights which the Contractor (or employees of the Contractor) or a Subcontractor (or employees of a Subcontractor) may have in the Produced Material and that confirm the vesting in the Province of the copyright in the Produced Material, other than any Incorporated Material.

Rights in relation to Incorporated Material

- 6.4 Upon any Incorporated Material being embedded or incorporated in the Produced Material and to the extent that it remains so embedded or incorporated, the Contractor grants to the Province:
- (a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, modify and distribute that Incorporated Material; and
 - (b) the right to sublicense to third-parties the right to use, reproduce, modify and distribute that Incorporated Material.

7 RECORDS AND REPORTS

Work reporting

- 7.1 Upon the Province's request, the Contractor must fully inform the Province of all work done by the Contractor or a Subcontractor in connection with providing the Services.

Time and expense records

- 7.2 If Schedule B provides for the Contractor to be paid fees at a daily or hourly rate or for the Contractor to be paid or reimbursed for expenses, the Contractor must maintain time records and books of account, invoices, receipts and vouchers of expenses in support of those payments, in form and content satisfactory to the Province. Unless otherwise specified in this Agreement, the Contractor must retain such documents for a period of not less than seven years after this Agreement ends.

8 AUDIT

- 8.1 In addition to any other rights of inspection the Province may have under statute or otherwise, the Province may at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect and, at the Province's discretion, copy any of the Material and the Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section.

9 INDEMNITY AND INSURANCE

Indemnity

- 9.1 The Contractor must indemnify and save harmless the Province and the Province's employees and agents from any losses, claims, damages, actions, causes of action, costs and expenses that the Province or any of the Province's employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, including any claim of infringement of third-party intellectual property rights, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission by the Contractor or by any of the Contractor's agents, employees, officers, directors or Subcontractors in connection with this Agreement, excepting always liability arising out of the independent acts or omissions of the Province and the Province's employees and agents.

Insurance

- 9.2 The Contractor must comply with the Insurance Schedule, if attached, as Schedule D.

Workers compensation

- 9.3 Without limiting the generality of section 2.9, the Contractor must comply with, and must ensure that any Subcontractors comply with, all applicable occupational health and safety laws in relation to the performance of the Contractor's obligations under this Agreement, including the *Workers Compensation Act* in British Columbia or similar laws in other jurisdictions.

Personal optional protection

- 9.4 The Contractor must apply for and maintain personal optional protection insurance (consisting of income replacement and medical care coverage) during the Term at the Contractor's expense if:
- (a) the Contractor is an individual or a partnership of individuals and does not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act* or similar laws in other jurisdictions; and
 - (b) such personal optional protection insurance is available for the Contractor from WorkSafeBC or other sources.

Evidence of coverage

- 9.5 Within 10 Business Days of being requested to do so by the Province, the Contractor must provide the Province with evidence of the Contractor's compliance with sections 9.3 and 9.4.

10 FORCE MAJEURE

Definitions relating to force majeure

- 10.1 In this section and sections 10.2 and 10.3:

- (a) "Event of Force Majeure" means one of the following events:
 - (i) a natural disaster, fire, flood, storm, epidemic or power failure,
 - (ii) a war (declared and undeclared), insurrection or act of terrorism or piracy,
 - (iii) a strike (including illegal work stoppage or slowdown) or lockout, or
 - (iv) a freight embargoIf the event prevents a party from performing the party's obligations in accordance with this Agreement and is beyond the reasonable control of that party; and
- (b) "Affected Party" means a party prevented from performing the party's obligations in accordance with this Agreement by an Event of Force Majeure.

Consequence of Event of Force Majeure

- 10.2 An Affected Party is not liable to the other party for any failure or delay in the performance of the Affected Party's obligations under this Agreement resulting from an Event of Force Majeure and any time periods for the performance of such obligations are automatically extended for the duration of the Event of Force Majeure provided that the Affected Party complies with the requirements of section 10.3.

Duties of Affected Party

- 10.3 An Affected Party must promptly notify the other party in writing upon the occurrence of the Event of Force Majeure and make all reasonable efforts to prevent, control or limit the effect of the Event of Force Majeure so as to resume compliance with the Affected Party's obligations under this Agreement as soon as possible.

11 DEFAULT AND TERMINATION

Definitions relating to default and termination

- 11.1 In this section and sections 11.2 to 11.4:

- (a) "Event of Default" means any of the following:
 - (i) an Insolvency Event,
 - (ii) the Contractor fails to perform any of the Contractor's obligations under this Agreement, or
 - (iii) any representation or warranty made by the Contractor in this Agreement is untrue or incorrect; and
- (b) "Insolvency Event" means any of the following:
 - (i) an order is made, a resolution is passed or a petition is filed, for the Contractor's liquidation or winding up,
 - (ii) the Contractor commits an act of bankruptcy, makes an assignment for the benefit of the Contractor's creditors or otherwise acknowledges the Contractor's insolvency,
 - (iii) a bankruptcy petition is filed or presented against the Contractor or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by the Contractor,
 - (iv) a compromise or arrangement is proposed in respect of the Contractor under the *Companies' Creditors Arrangement Act* (Canada),
 - (v) a receiver or receiver-manager is appointed for any of the Contractor's property, or
 - (vi) the Contractor ceases, in the Province's reasonable opinion, to carry on business as a going concern.

Province's options on default

- 11.2 On the happening of an Event of Default, or at any time thereafter, the Province may, at its option, elect to do any one or more of the following:
- (a) by written notice to the Contractor, require that the Event of Default be remedied within a time period specified in the notice;
 - (b) pursue any remedy or take any other action available to it at law or in equity; or
 - (c) by written notice to the Contractor, terminate this Agreement with immediate effect or on a future date specified in the

notice, subject to the expiration of any time period specified under section 11.2(a).

Delay not a waiver

- 11.3 No failure or delay on the part of the Province to exercise its rights in relation to an Event of Default will constitute a waiver by the Province of such rights.

Province's right to terminate other than for default

- 11.4 In addition to the Province's right to terminate this Agreement under section 11.2(c) on the happening of an Event of Default, the Province may terminate this Agreement for any reason by giving at least 10 days' written notice of termination to the Contractor.

Payment consequences of termination

- 11.5 Unless Schedule B otherwise provides, if the Province terminates this Agreement under section 11.4:
- (a) the Province must, within 30 days of such termination, pay to the Contractor any unpaid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that was completed to the Province's satisfaction before termination of this Agreement; and
 - (b) the Contractor must, within 30 days of such termination, repay to the Province any paid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that the Province has notified the Contractor in writing was not completed to the Province's satisfaction before termination of this Agreement.

Discharge of liability

- 11.6 The payment by the Province of the amount described in section 11.5(a) discharges the Province from all liability to make payments to the Contractor under this Agreement.

Notice in relation to Events of Default

- 11.7 If the Contractor becomes aware that an Event of Default has occurred or anticipates that an Event of Default is likely to occur, the Contractor must promptly notify the Province of the particulars of the Event of Default or anticipated Event of Default. A notice under this section as to the occurrence of an Event of Default must also specify the steps the Contractor proposes to take to address, or prevent recurrence of, the Event of Default. A notice under this section as to an anticipated Event of Default must specify the steps the Contractor proposes to take to prevent the occurrence of the anticipated Event of Default.

12 DISPUTE RESOLUTION

Dispute resolution process

- 12.1 In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:
- (a) the parties must initially attempt to resolve the dispute through collaborative negotiation;
 - (b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation under the rules of the British Columbia Mediator Roster Society; and
 - (c) if the dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally resolved by arbitration under the *Commercial Arbitration Act*.

Location of arbitration or mediation

- 12.2 Unless the parties otherwise agree in writing, an arbitration or mediation under section 12.1 will be held in Victoria, British Columbia.

Costs of mediation or arbitration

- 12.3 Unless the parties otherwise agree in writing or, in the case of an arbitration, the arbitrator otherwise orders, the parties must share equally the costs of a mediation or arbitration under section 12.1 other than those costs relating to the production of expert evidence or representation by counsel.

13 MISCELLANEOUS

Delivery of notices

- 13.1 Any notice contemplated by this Agreement, to be effective, must be in writing and delivered as follows:
- (a) by fax to the addressee's fax number specified on the first page of this Agreement, in which case it will be deemed to be received on the day of transmittal unless transmitted after the normal business hours of the addressee or on a day that is not a Business Day, in which cases it will be deemed to be received on the next following Business Day;

- (b) by hand to the addressee's address specified on the first page of this Agreement, in which case it will be deemed to be received on the day of its delivery; or
- (c) by prepaid post to the addressee's address specified on the first page of this Agreement, in which case if mailed during any period when normal postal services prevail, it will be deemed to be received on the fifth Business Day after its mailing.

Change of address or fax number

- 13.2 Either party may from time to time give notice to the other party of a substitute address or fax number, which from the date such notice is given will supersede for purposes of section 13.1 any previous address or fax number specified for the party giving the notice.

Assignment

- 13.3 The Contractor must not assign any of the Contractor's rights under this Agreement without the Province's prior written consent.

Subcontracting

- 13.4 The Contractor must not subcontract any of the Contractor's obligations under this Agreement to any person without the Province's prior written consent, excepting persons listed in the attached Schedule C. No subcontract, whether consented to or not, relieves the Contractor from any obligations under this Agreement. The Contractor must ensure that:
- (a) any person retained by the Contractor to perform obligations under this Agreement; and
 - (b) any person retained by a person described in paragraph (a) to perform those obligations fully complies with this Agreement in performing the subcontracted obligations.

Waiver

- 13.5 A waiver of any term or breach of this Agreement is effective only if it is in writing and signed by, or on behalf of, the waiving party and is not a waiver of any other term or breach.

Modifications

- 13.6 No modification of this Agreement is effective unless it is in writing and signed by, or on behalf of, the parties.

Entire agreement

- 13.7 This Agreement (including any modification of it) constitutes the entire agreement between the parties as to performance of the Services.

Survival of certain provisions

- 13.8 Sections 2.9, 3.1 to 3.4, 3.7, 3.8, 5.1 to 5.5, 6.1 to 6.4, 7.1, 7.2, 8.1, 9.1, 9.2, 9.5, 10.1 to 10.3, 11.2, 11.3, 11.5, 11.6, 12.1 to 12.3, 13.1, 13.2, 13.8, and 13.10, any accrued but unpaid payment obligations, and any other sections of this Agreement (including schedules) which, by their terms or nature, are intended to survive the completion of the Services or termination of this Agreement, will continue in force indefinitely, even after this Agreement ends.

Schedules

- 13.9 The schedules to this Agreement (including any appendices or other documents attached to, or incorporated by reference into, those schedules) are part of this Agreement.

Independent contractor

- 13.10 In relation to the performance of the Contractor's obligations under this Agreement, the Contractor is an independent contractor and not:
- (a) an employee or partner of the Province; or
 - (b) an agent of the Province except as may be expressly provided for in this Agreement.

The Contractor must not act or purport to act contrary to this section.

Personnel not to be employees of Province

- 13.11 The Contractor must not do anything that would result in personnel hired or used by the Contractor or a Subcontractor in relation to providing the Services being considered employees of the Province.

Key Personnel

- 13.12 If one or more individuals are specified as "Key Personnel" of the Contractor in Part 4 of Schedule A, the Contractor must cause those individuals to perform the Services on the Contractor's behalf, unless the Province otherwise approves in writing, which approval must not be unreasonably withheld.

Pertinent information

- 13.13 The Province must make available to the Contractor all information in the Province's possession which the Province considers pertinent to the performance of the Services.

Conflict of interest

- 13.14 The Contractor must not provide any Services to any person in circumstances which, in the Province's reasonable opinion, could give rise to a conflict of interest between the Contractor's duties to that person and the Contractor's duties to the Province under this Agreement.

Time

- 13.15 Time is of the essence in this Agreement and, without limitation, will remain of the essence after any modification or extension of this Agreement, whether or not expressly restated in the document effecting the modification or extension.

Conflicts among provisions

- 13.16 Conflicts among provisions of this Agreement will be resolved as follows:
- (a) a provision in the body of this Agreement will prevail over any conflicting provision in, attached to or incorporated by reference into a schedule, unless that conflicting provision expressly states otherwise; and
 - (b) a provision in a schedule will prevail over any conflicting provision in a document attached to or incorporated by reference into a schedule, unless the schedule expressly states otherwise.

Agreement not permit nor fetter

- 13.17 This Agreement does not operate as a permit, license, approval or other statutory authority which the Contractor may be required to obtain from the Province or any of its agencies in order to provide the Services. Nothing in this Agreement is to be construed as interfering with, or fettering in any manner, the exercise by the Province or its agencies of any statutory, prerogative, executive or legislative power or duty.

Remainder not affected by invalidity

- 13.18 If any provision of this Agreement or the application of it to any person or circumstance 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 and will be valid and enforceable to the extent permitted by law.

Further assurances

- 13.19 Each party must perform the acts, execute and deliver the writings, and give the assurances as may be reasonably necessary to give full effect to this Agreement.

Additional Terms

- 13.20 Any additional Terms set out in the attached Schedule F apply to this Agreement.

Governing law

- 13.21 This Agreement is governed by, and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.

14 INTERPRETATION

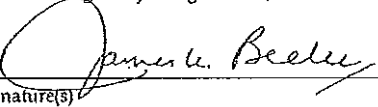

14.1 In this Agreement:

- (a) "includes" and "including" are not intended to be limiting;
- (b) unless the context otherwise requires, references to sections by number are to sections of this Agreement;
- (c) the Contractor and the Province are referred to as "the parties" and each of them as a "party";
- (d) "attached" means attached to this Agreement when used in relation to a schedule;
- (e) unless otherwise specified, a reference to a statute by name means the statute of British Columbia by that name, as amended or replaced from time to time;
- (f) the headings have been inserted for convenience of reference only and are not intended to describe, enlarge or restrict the scope or meaning of this Agreement or any provision of it;
- (g) "person" includes an individual, partnership, corporation or legal entity of any nature; and
- (h) unless the context otherwise requires, words expressed in the singular include the plural and *vice versa*.

15 EXECUTION AND DELIVERY OF AGREEMENT

- 15.1 This Agreement may be entered into by a separate copy of this Agreement being executed by, or on behalf of, each party and that executed copy being delivered to the other party by a method provided for in section 13.1 or any other method agreed to by the parties.

The parties have executed this Agreement as follows:

<p>SIGNED on the <u>31st</u> day of July, 2012 by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):</p> <p> Signature(s)</p> <p><u>JAMES W. BEEKE</u> Print Name(s)</p> <p><u>PRESIDENT, SIGNUM INTERNATIONAL</u> Print Title(s) <u>EDUCATIONAL SERVICES, INC.</u></p>	<p>SIGNED on the <u>7th</u> day of July <u>AUGUST</u>, 2012 on behalf of the Province by its duly authorized representative:</p> <p> Signature</p> <p><u>KERRY PRIMORE</u> Print Name</p> <p><u>DIRECTOR, INTERNATIONAL EDUCATION</u> Print Title</p>
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Schedule A -- Services

PART 1. TERM:

The Term of this Agreement commences on July 17, 2012 and ends on August 17, 2012.

PART 2. SERVICES

1. BACKGROUND

The Review Catalogue for Offshore School Program Candidate Status is completed by the offshore school prior to the candidate inspection.

The fundamental purpose of the Review Catalogue for Offshore School Program Candidate Status is to assure the Director of International Education, the Minister of Education and the public that offshore programs satisfy the requirements of the BC Offshore Program Agreement.

At the conclusion of the inspection, the Inspection Committee prepares a Report of its findings for the Director of International Education. The major purpose of this Report is to indicate whether or not the Offshore School Program Candidate meets the statutory requirements.

International (offshore) schools are inspected according to Schedule A of the Offshore School Certification Status Agreement. The offshore school is required to implement all requirements from the candidate inspection report.

2. SERVICES

The Contractor will:

1. Update and align the Review Catalogue for Offshore School Program Candidate Status with the 28 standards set out in the Offshore School Program Agreement.
2. Write Report Writing Guidelines for Offshore School Program Candidate Reviews and create a Report Template.

Estimated Time

- 2 days - Update and align the Review Catalogue for Offshore School Program Candidate Status with the 28 standards set out in the Offshore School Program Agreement;
- 1 day - Write Report Writing Guidelines for Offshore School Program Candidate Reviews and create a Report Template;
- ½ day - Proof and discuss above 3 documents with Kerry Pridmore and incorporate desired changes and edits
- ½ day - Final edits of the above documents with Leslie Chiu

TOTAL: Estimated 4 days

Estimated Fees

- Professional fee: 4 days x S17, S21
- No travel costs.

3. CONFLICT OF INTEREST

The Contractor will not perform a service for or provide advice to any person, firm or corporation or other legal entity where the performance of the service or the provision of the advice may or does, in the reasonable opinion of the Province, give rise to a conflict of interest between the obligations of the Contractor to the Province under this Agreement and the obligations of the Contractor to such other person, firm or corporation or other legal entity. For the purposes of this Agreement, a conflict of interest includes, but is not limited to:

- a) Use of the Contractor's contractual association with the Province under this Agreement to pursue personal interests;
- b) Being under an obligation to a person who might benefit from or seek to gain special consideration or favour;
- c) Giving preferential treatment to an individual, corporation or organization, including a non-profit organization, in which the Contractor, or a relative or friend of the Contractor, has an interest, financial or otherwise;
- d) Benefiting from, or being reasonably perceived by the public to have benefited from, the use of information acquired solely by reason of this Agreement;
- e) Benefiting from, or being reasonably perceived by the public to have benefited from, a government transaction over which the Contractor can influence decisions.

4. KEY PERSONNEL

Jim Beeke is the designated person to perform the contracted services on behalf of the Contractor. Any changes to Key Personnel for the purpose of this contract are subject to the approval of the Contract Manager on behalf of the Province.

5. CONTRACT MANAGERS

Contract management, monitoring and invoice certification will be done by:

Beth Popel
Telephone Number: 250-356-2514
e-mail: Beth.Popel@gov.bc.ca

Schedule B – Fees and Expenses

1. MAXIMUM AMOUNT PAYABLE:

Despite sections 2 and 3 of this Schedule, \$2,000.00 is the maximum amount which the Province is obliged to pay to the Contractor for fees and expenses (exclusive of applicable taxes) and expenses under this Agreement.

2. FEES AND EXPENSES

Fees: at a rate of \$17, \$2 per day (7 hours being the equivalent to one day) and in a proportioned amount for part days for those days during the Term when the Contractor provides the Services.

3. EXPENSES: No travel costs as per Schedule A

4. STATEMENTS OF ACCOUNT:

Statements of Account: In order to obtain payment of any fees and expenses under this Agreement for each day during the Billing Period ("Billing Period"), the Contractor must deliver to the Province, monthly, starting no sooner than November 30, 2011, a written statement of account in a form satisfactory to the Province containing:

- (a) the Contractor's legal name and address;
- (b) the date of the statement, and the Billing Period to which the statement pertains;
- (c) the Contractor's calculation of all fees claimed for that Billing Period, including a declaration by the Contractor of all hours worked on each day during the Billing Period;
- (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor for the Billing Period with receipts or copies of receipts attached, if available;
- (e) the Contractor's calculation of any applicable taxes payable by the Province in relation to the Services for the Billing Period;
- (f) a description of this Agreement;
- (g) a statement number for identification; and
- (h) any other billing information reasonably requested by the Province.

3. PAYMENTS DUE: Within 30 days of our receipt of your written statement of account delivered in accordance with this Schedule, we must pay you the fees (plus all applicable taxes) and expenses, claimed in the statement if they are in accordance with this Schedule. Statements of account or contract invoices offering an early payment discount may be paid by us as required to obtain the discount.

Schedule E – Privacy Protection Schedule

Definitions

1. In this Schedule,

- (a) "access" means disclosure by the provision of access;
- (b) "Act" means the *Freedom of Information and Protection of Privacy Act* (British Columbia), as amended from time to time;
- (c) "contact information" means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
- (d) "personal information" means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the Province and the Contractor dealing with the same subject matter as the Agreement but excluding any such information that, if this Schedule did not apply to it, would not be under the "control of a public body" within the meaning of the Act.

Purpose

2. The purpose of this Schedule is to:

- (a) enable the Province to comply with the Province's statutory obligations under the Act with respect to personal information; and
- (b) ensure that, as a service provider, the Contractor is aware of and complies with the Contractor's statutory obligations under the Act with respect to personal information.

Collection of personal information

- 3. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor may only collect or create personal information that is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
- 4. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must collect personal information directly from the individual the information is about.
- 5. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must tell an individual from whom the Contractor collects personal information:
 - (a) the purpose for collecting it;
 - (b) the legal authority for collecting it; and
 - (c) the title, business address and business telephone number of the person designated by the Province to answer questions about the Contractor's collection of personal information.

Accuracy of personal information

- 6. The Contractor must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Contractor or the Province to make a decision that directly affects the individual the information is about.

Requests for access to personal information

- 7. If the Contractor receives a request for access to personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province unless the Agreement expressly requires the Contractor to provide such access and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Correction of personal information

- 8. Within 5 Business Days of receiving a written direction from the Province to correct or annotate any personal information, the Contractor must correct or annotate the information in accordance with the direction.
- 9. When *issuing* a written direction under section 8, the Province must advise the Contractor of the date the correction request to which the direction relates was received by the Province in order that the Contractor may comply with section 10.
- 10. Within 5 Business Days of correcting or annotating any personal information under section 8, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Province, the Contractor disclosed the information being corrected or annotated.
- 11. If the Contractor receives a request for correction of personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province and, if the Province has advised the Contractor of the name or title and contact information of

an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Protection of personal information

12. The Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any expressly set out in the Agreement.

Storage and access to personal information

13. Unless the Province otherwise directs in writing, the Contractor must not store personal information outside Canada or permit access to personal information from outside Canada.

Retention of personal information

14. Unless the Agreement otherwise specifies, the Contractor must retain personal information until directed by the Province in writing to dispose of it or deliver it as specified in the direction.

Use of personal information

15. Unless the Province otherwise directs in writing, the Contractor may only use personal information if that use is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

Disclosure of personal information

16. Unless the Province otherwise directs in writing, the Contractor may only disclose personal information inside Canada to any person other than the Province if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
17. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must not disclose personal information outside Canada.

Notice of foreign demands for disclosure

18. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.2 of the Act, if in relation to personal information in the custody or under the control of the Contractor, the Contractor:
 - (a) receives a foreign demand for disclosure;
 - (b) receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a foreign demand for disclosure; or
 - (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a foreign demand for disclosure

the Contractor must immediately notify the Province and, in so doing, provide the information described in section 30.2(3) of the Act. In this section, the phrases "foreign demand for disclosure" and "unauthorized disclosure of personal information" will bear the same meanings as in section 30.2 of the Act.

Notice of unauthorized disclosure

19. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.5 of the Act, if the Contractor knows that there has been an unauthorized disclosure of personal information in the custody or under the control of the Contractor, the Contractor must immediately notify the Province. In this section, the phrase "unauthorized disclosure of personal information" will bear the same meaning as in section 30.5 of the Act.

Inspection of personal information

20. In addition to any other rights of inspection the Province may have under the Agreement or under statute, the Province may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect any personal information in the possession of the Contractor or any of the Contractor's information management policies or practices relevant to the Contractor's management of personal information or the Contractor's compliance with this Schedule, and the Contractor must permit and provide reasonable assistance to any such inspection.

Compliance with the Act and directions

21. The Contractor must in relation to personal information comply with:
 - (a) the requirements of the Act applicable to the Contractor as a service provider, including any applicable order of the commissioner under the Act; and
 - (b) any direction given by the Province under this Schedule.
22. The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.

Notice of non-compliance

23. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify the Province of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

Termination of Agreement

24. In addition to any other rights of termination which the Province may have under the Agreement or otherwise at law, the Province may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

Interpretation

25. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
26. Any reference to the "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
27. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
28. If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
29. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 30, the law of any jurisdiction outside Canada.
30. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.



GENERAL SERVICE AGREEMENT

CONTRACT NO C13/2542

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THIS AGREEMENT is dated for reference the 13th day of July, 2012.

BETWEEN:

Signum International Educational Systems, Inc. (the "Contractor") with the following specified address:
10337 Woodrose Place
Rosedale, B.C.
V0X 1X1

Phone: (604) 703-4986 (office)
Email: signumeduservices@shaw.ca

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the International Education Branch, Governance and Independent Schools Division, Ministry of Education (the "Province") with the following specified address:
PO Box 9153 Stn Prov Govt
Victoria, B.C.
V8W 9111

Phone: (250) 507-1485
Ministry Representative: Kerry Pridmore, Email: kerry.pridmore@gov.bc.ca

The Province wishes to retain the Contractor to provide the Services specified in Schedule A and, in consideration for the remuneration set out in Schedule B, the Contractor has agreed to provide those Services, on the Terms and conditions set out in this Agreement.

As a result, the Province and the Contractor agree as follows:

1 DEFINITIONS

General

1.1 In this Agreement, unless the context otherwise requires:

- (a) "Business Day" means a day on which Provincial government offices are open for normal business in British Columbia;
- (b) "Incorporated Material" means any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by the Contractor or a Subcontractor;
- (c) "Material" means the Produced Material and the Received Material;
- (d) "Produced Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are produced by the Contractor or a Subcontractor and may include the Incorporated Material;
- (e) "Received Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor or a Subcontractor from the Province or any other person;
- (f) "Services" means the services described in Part 2 of Schedule A;
- (g) "Subcontractor" means a person described in paragraph (a) or (b) of section 13.4; and
- (h) "Term" means the term of the Agreement described in Part 1 of Schedule A subject to that term ending earlier in accordance with this Agreement.

Meaning of "record"

1.2 The definition of "record" in the *Interpretation Act* is incorporated into this Agreement and "records" will bear a corresponding meaning.

2 SERVICES

Provision of Services

2.1 The Contractor must provide the Services in accordance with this Agreement.

Term

2.2 Regardless of the date of execution or delivery of this Agreement, the Contractor must provide the Services during the Term.

Supply of various items

2.3 Unless the parties otherwise agree in writing, the Contractor must supply and pay for all labour, materials, equipment, tools, facilities, approvals and licenses necessary or advisable to perform the Contractor's obligations under this Agreement, including the license under section 6.4.

Standard of care

2.4 Unless otherwise specified in this Agreement, the Contractor must perform the Services to a standard of care, skill and diligence maintained by persons providing, on a commercial basis, services similar to the Services.

Standards in relation to persons performing Services

- 2.5 The Contractor must ensure that all persons employed or retained to perform the Services are qualified and competent to perform them and are properly trained, instructed and supervised.

Instructions by Province

- 2.6 The Province may from time to time give the Contractor reasonable instructions (in writing or otherwise) as to the performance of the Services. The Contractor must comply with those instructions but, unless otherwise specified in this Agreement, the Contractor may determine the manner in which the instructions are carried out.

Confirmation of non-written instructions

- 2.7 If the Province provides an instruction under section 2.6 other than in writing, the Contractor may request that the instruction be confirmed by the Province in writing, which request the Province must comply with as soon as it is reasonably practicable to do so.

Effectiveness of non-written instructions

- 2.8 Requesting written confirmation of an instruction under section 2.7 does not relieve the Contractor from complying with the instruction at the time the instruction was given.

Applicable laws

- 2.9 In the performance of the Contractor's obligations under this Agreement, the Contractor must comply with all applicable laws.

3 PAYMENT

Fees and expenses

- 3.1 If the Contractor complies with this Agreement, then the Province must pay to the Contractor at the times and on the conditions set out in Schedule B:
- (a) the fees described in that Schedule, plus any applicable taxes; and
 - (b) the expenses, if any, described in that Schedule if they are supported, where applicable, by proper receipts and, in the Province's opinion, are necessarily incurred by the Contractor in providing the Services.
- The Province is not obliged to pay to the Contractor more than the "Maximum Amount" specified in Schedule B on account of fees and expenses.

Statements of accounts

- 3.2 In order to obtain payment of any fees and expenses under this Agreement, the Contractor must submit to the Province a written statement of account in a form satisfactory to the Province upon completion of the Services or at other times described in Schedule B.

Withholding of amounts

- 3.3 Without limiting section 9.1, the Province may withhold from any payment due to the Contractor an amount sufficient to indemnify, in whole or in part, the Province and its employees and agents against any liens or other third-party claims that have arisen or could arise in connection with the provision of the Services. An amount withheld under this section must be promptly paid by the Province to the Contractor upon the basis for withholding the amount having been fully resolved to the satisfaction of the Province.

Appropriation

- 3.4 The Province's obligation to pay money to the Contractor is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which payment becomes due.

Currency

- 3.5 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.

Non-resident income tax

- 3.6 If the Contractor is not a resident in Canada, the Contractor acknowledges that the Province may be required by law to withhold income tax from the fees described in Schedule B and then to remit that tax to the Receiver General of Canada on the Contractor's behalf.

Prohibition against committing money

- 3.7 Without limiting section 13.10(a), the Contractor must not in relation to performing the Contractor's obligations under this Agreement commit or purport to commit the Province to pay any money except as may be expressly provided for in this Agreement.

Refunds of taxes

- 3.8 The Contractor must apply for and, immediately on receipt, remit to the Province any available refund, rebate or remission of federal or provincial tax or duty that the Province has paid or reimbursed to the Contractor or agreed to pay or reimburse to the Contractor under this Agreement.

4 REPRESENTATIONS AND WARRANTIES

4.1 As at the date this Agreement is executed and delivered by, or on behalf of, the parties, the Contractor represents and warrants to the Province as follows:

- (a) except to the extent the Contractor has previously disclosed otherwise in writing to the Province,
 - (i) all information, statements, documents and reports furnished or submitted by the Contractor to the Province in connection with this Agreement (including as part of any competitive process resulting in this Agreement being entered into) are in all material respects true and correct,
 - (ii) the Contractor has sufficient trained staff, facilities, materials, appropriate equipment and approved subcontractual agreements in place and available to enable the Contractor to fully perform the Services, and
 - (iii) the Contractor holds all permits, licenses, approvals and statutory authorities issued by any government or government agency that are necessary for the performance of the Contractor's obligations under this Agreement; and
- (b) if the Contractor is not an individual,
 - (i) the Contractor has the power and capacity to enter into this Agreement and to observe, perform and comply with the Terms of this Agreement and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Agreement by, or on behalf of, the Contractor, and
 - (ii) this Agreement has been legally and properly executed by, or on behalf of, the Contractor and is legally binding upon and enforceable against the Contractor in accordance with its Terms except as enforcement may be limited by bankruptcy, insolvency or other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

5 PRIVACY, SECURITY AND CONFIDENTIALITY

Privacy

5.1 The Contractor must comply with the Privacy Protection Schedule, if attached, as Schedule E.

Security

5.2 The Contractor must:

- (a) make reasonable security arrangements to protect the Material from unauthorized access, collection, use, disclosure, alteration or disposal; and
- (b) comply with the Security Schedule, if attached, as Schedule G.

Confidentiality

5.3 The Contractor must treat as confidential all information in the Material and all other information accessed or obtained by the Contractor or a Subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure or use without the Province's prior written consent except:

- (a) as required to perform the Contractor's obligations under this Agreement or to comply with applicable laws;
- (b) if it is information that is generally known to the public other than as result of a breach of this Agreement; or
- (c) if it is information in any Incorporated Material.

Public announcements

5.4 Any public announcement relating to this Agreement will be arranged by the Province and, if such consultation is reasonably practicable, after consultation with the Contractor.

Restrictions on promotion

5.5 The Contractor must not, without the prior written approval of the Province, refer for promotional purposes to the Province being a customer of the Contractor or the Province having entered into this Agreement.

6 MATERIAL AND INTELLECTUAL PROPERTY

Access to Material

6.1 If the Contractor receives a request for access to any of the Material from a person other than the Province, and this Agreement does not require or authorize the Contractor to provide that access, the Contractor must promptly advise the person to make the request to the Province.

Ownership and delivery of Material

6.2 The Province exclusively owns all property rights in the Material which are not intellectual property rights. The Contractor must deliver any Material to the Province immediately upon the Province's request.

Matters respecting intellectual property

6.3 The Province exclusively owns all intellectual property rights, including copyright, in:

- (a) Received Material that the Contractor receives from the Province; and
- (b) Produced Material, other than any Incorporated Material.

Upon the Province's request, the Contractor must deliver to the Province documents satisfactory to the Province that irrevocably waive in the Province's favour any moral rights which the Contractor (or employees of the Contractor) or a Subcontractor (or employees of a Subcontractor) may have in the Produced Material and that confirm the vesting in the Province of the copyright in the Produced Material, other than any Incorporated Material.

Rights in relation to Incorporated Material

- 6.4 Upon any Incorporated Material being embedded or incorporated in the Produced Material and to the extent that it remains so embedded or incorporated, the Contractor grants to the Province:
- (a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, modify and distribute that Incorporated Material; and
 - (b) the right to sublicense to third-parties the right to use, reproduce, modify and distribute that Incorporated Material.

7 RECORDS AND REPORTS

Work reporting

- 7.1 Upon the Province's request, the Contractor must fully inform the Province of all work done by the Contractor or a Subcontractor in connection with providing the Services.

Time and expense records

- 7.2 If Schedule B provides for the Contractor to be paid fees at a daily or hourly rate or for the Contractor to be paid or reimbursed for expenses, the Contractor must maintain time records and books of account, invoices, receipts and vouchers of expenses in support of those payments, in form and content satisfactory to the Province. Unless otherwise specified in this Agreement, the Contractor must retain such documents for a period of not less than seven years after this Agreement ends.

8 AUDIT

- 8.1 In addition to any other rights of inspection the Province may have under statute or otherwise, the Province may at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect and, at the Province's discretion, copy any of the Material and the Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section.

9 INDEMNITY AND INSURANCE

Indemnity

- 9.1 The Contractor must indemnify and save harmless the Province and the Province's employees and agents from any losses, claims, damages, actions, causes of action, costs and expenses that the Province or any of the Province's employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, including any claim of infringement of third-party intellectual property rights, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission by the Contractor or by any of the Contractor's agents, employees, officers, directors or Subcontractors in connection with this Agreement, excepting always liability arising out of the independent acts or omissions of the Province and the Province's employees and agents.

Insurance

- 9.2 The Contractor must comply with the Insurance Schedule, if attached, as Schedule D.

Workers compensation

- 9.3 Without limiting the generality of section 2.9, the Contractor must comply with, and must ensure that any Subcontractors comply with, all applicable occupational health and safety laws in relation to the performance of the Contractor's obligations under this Agreement, including the *Workers Compensation Act* in British Columbia or similar laws in other jurisdictions.

Personal optional protection

- 9.4 The Contractor must apply for and maintain personal optional protection insurance (consisting of income replacement and medical care coverage) during the Term at the Contractor's expense if:
- (a) the Contractor is an individual or a partnership of individuals and does not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act* or similar laws in other jurisdictions; and
 - (b) such personal optional protection insurance is available for the Contractor from WorkSafeBC or other sources.

Evidence of coverage

- 9.5 Within 10 Business Days of being requested to do so by the Province, the Contractor must provide the Province with evidence of the Contractor's compliance with sections 9.3 and 9.4.

10 FORCE MAJEURE

Definitions relating to force majeure

10.1 In this section and sections 10.2 and 10.3:

- (a) "Event of Force Majeure" means one of the following events:
 - (i) a natural disaster, fire, flood, storm, epidemic or power failure,
 - (ii) a war (declared and undeclared), insurrection or act of terrorism or piracy,
 - (iii) a strike (including illegal work stoppage or slowdown) or lockout, or
 - (iv) a freight embargoif the event prevents a party from performing the party's obligations in accordance with this Agreement and is beyond the reasonable control of that party; and
- (b) "Affected Party" means a party prevented from performing the party's obligations in accordance with this Agreement by an Event of Force Majeure.

Consequence of Event of Force Majeure

10.2 An Affected Party is not liable to the other party for any failure or delay in the performance of the Affected Party's obligations under this Agreement resulting from an Event of Force Majeure and any time periods for the performance of such obligations are automatically extended for the duration of the Event of Force Majeure provided that the Affected Party complies with the requirements of section 10.3.

Duties of Affected Party

10.3 An Affected Party must promptly notify the other party in writing upon the occurrence of the Event of Force Majeure and make all reasonable efforts to prevent, control or limit the effect of the Event of Force Majeure so as to resume compliance with the Affected Party's obligations under this Agreement as soon as possible.

11 DEFAULT AND TERMINATION

Definitions relating to default and termination

11.1 In this section and sections 11.2 to 11.4:

- (a) "Event of Default" means any of the following:
 - (i) an Insolvency Event,
 - (ii) the Contractor fails to perform any of the Contractor's obligations under this Agreement, or
 - (iii) any representation or warranty made by the Contractor in this Agreement is untrue or incorrect; and
- (b) "Insolvency Event" means any of the following:
 - (i) an order is made, a resolution is passed or a petition is filed, for the Contractor's liquidation or winding up,
 - (ii) the Contractor commits an act of bankruptcy, makes an assignment for the benefit of the Contractor's creditors or otherwise acknowledges the Contractor's insolvency,
 - (iii) a bankruptcy petition is filed or presented against the Contractor or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by the Contractor,
 - (iv) a compromise or arrangement is proposed in respect of the Contractor under the *Companies' Creditors Arrangement Act* (Canada),
 - (v) a receiver or receiver-manager is appointed for any of the Contractor's property, or
 - (vi) the Contractor ceases, in the Province's reasonable opinion, to carry on business as a going concern.

Province's options on default

11.2 On the happening of an Event of Default, or at any time thereafter, the Province may, at its option, elect to do any one or more of the following:

- (a) by written notice to the Contractor, require that the Event of Default be remedied within a time period specified in the notice;
- (b) pursue any remedy or take any other action available to it at law or in equity; or
- (c) by written notice to the Contractor, terminate this Agreement with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under section 11.2(a).

Delay not a waiver

11.3 No failure or delay on the part of the Province to exercise its rights in relation to an Event of Default will constitute a waiver by the Province of such rights.

Province's right to terminate other than for default

11.4 In addition to the Province's right to terminate this Agreement under section 11.2(c) on the happening of an Event of Default, the Province may terminate this Agreement for any reason by giving at least 10 days' written notice of termination to the Contractor.

Payment consequences of termination

- 11.5 Unless Schedule B otherwise provides, if the Province terminates this Agreement under section 11.4:
- (a) the Province must, within 30 days of such termination, pay to the Contractor any unpaid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that was completed to the Province's satisfaction before termination of this Agreement; and
 - (b) the Contractor must, within 30 days of such termination, repay to the Province any paid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that the Province has notified the Contractor in writing was not completed to the Province's satisfaction before termination of this Agreement.

Discharge of liability

- 11.6 The payment by the Province of the amount described in section 11.5(a) discharges the Province from all liability to make payments to the Contractor under this Agreement.

Notice in relation to Events of Default

- 11.7 If the Contractor becomes aware that an Event of Default has occurred or anticipates that an Event of Default is likely to occur, the Contractor must promptly notify the Province of the particulars of the Event of Default or anticipated Event of Default. A notice under this section as to the occurrence of an Event of Default must also specify the steps the Contractor proposes to take to address, or prevent recurrence of, the Event of Default. A notice under this section as to an anticipated Event of Default must specify the steps the Contractor proposes to take to prevent the occurrence of the anticipated Event of Default.

12 DISPUTE RESOLUTION

Dispute resolution process

- 12.1 In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:
- (a) the parties must initially attempt to resolve the dispute through collaborative negotiation;
 - (b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation under the rules of the British Columbia Mediator Roster Society; and
 - (c) if the dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally resolved by arbitration under the *Commercial Arbitration Act*.

Location of arbitration or mediation

- 12.2 Unless the parties otherwise agree in writing, an arbitration or mediation under section 12.1 will be held in Victoria, British Columbia.

Costs of mediation or arbitration

- 12.3 Unless the parties otherwise agree in writing or, in the case of an arbitration, the arbitrator otherwise orders, the parties must share equally the costs of a mediation or arbitration under section 12.1 other than those costs relating to the production of expert evidence or representation by counsel.

13 MISCELLANEOUS

Delivery of notices

- 13.1 Any notice contemplated by this Agreement, to be effective, must be in writing and delivered as follows:
- (a) by fax to the addressee's fax number specified on the first page of this Agreement, in which case it will be deemed to be received on the day of transmittal unless transmitted after the normal business hours of the addressee or on a day that is not a Business Day, in which cases it will be deemed to be received on the next following Business Day;
 - (b) by hand to the addressee's address specified on the first page of this Agreement, in which case it will be deemed to be received on the day of its delivery; or
 - (c) by prepaid post to the addressee's address specified on the first page of this Agreement, in which case if mailed during any period when normal postal services prevail, it will be deemed to be received on the fifth Business Day after its mailing.

Change of address or fax number

- 13.2 Either party may from time to time give notice to the other party of a substitute address or fax number, which from the date such notice is given will supersede for purposes of section 13.1 any previous address or fax number specified for the party giving the notice.

Assignment

- 13.3 The Contractor must not assign any of the Contractor's rights under this Agreement without the Province's prior written consent.

Subcontracting

- 13.4 The Contractor must not subcontract any of the Contractor's obligations under this Agreement to any person without the Province's prior written consent, excepting persons listed in the attached Schedule C. No subcontract, whether consented to or not, relieves the Contractor from any obligations under this Agreement. The Contractor must ensure that:
- (a) any person retained by the Contractor to perform obligations under this Agreement; and
 - (b) any person retained by a person described in paragraph (a) to perform those obligations fully complies with this Agreement in performing the subcontracted obligations.

Waiver

- 13.5 A waiver of any term or breach of this Agreement is effective only if it is in writing and signed by, or on behalf of, the waiving party and is not a waiver of any other term or breach.

Modifications

- 13.6 No modification of this Agreement is effective unless it is in writing and signed by, or on behalf of, the parties.

Entire agreement

- 13.7 This Agreement (including any modification of it) constitutes the entire agreement between the parties as to performance of the Services.

Survival of certain provisions

- 13.8 Sections 2.9, 3.1 to 3.4, 3.7, 3.8, 5.1 to 5.5, 6.1 to 6.4, 7.1, 7.2, 8.1, 9.1, 9.2, 9.5, 10.1 to 10.3, 11.2, 11.3, 11.5, 11.6, 12.1 to 12.3, 13.1, 13.2, 13.8, and 13.10, any accrued but unpaid payment obligations, and any other sections of this Agreement (including schedules) which, by their terms or nature, are intended to survive the completion of the Services or termination of this Agreement, will continue in force indefinitely, even after this Agreement ends.

Schedules

- 13.9 The schedules to this Agreement (including any appendices or other documents attached to, or incorporated by reference into, those schedules) are part of this Agreement.

Independent contractor

- 13.10 In relation to the performance of the Contractor's obligations under this Agreement, the Contractor is an independent contractor and not:
- (a) an employee or partner of the Province; or
 - (b) an agent of the Province except as may be expressly provided for in this Agreement.

The Contractor must not act or purport to act contrary to this section.

Personnel not to be employees of Province

- 13.11 The Contractor must not do anything that would result in personnel hired or used by the Contractor or a Subcontractor in relation to providing the Services being considered employees of the Province.

Key Personnel

- 13.12 If one or more individuals are specified as "Key Personnel" of the Contractor in Part 4 of Schedule A, the Contractor must cause those individuals to perform the Services on the Contractor's behalf, unless the Province otherwise approves in writing, which approval must not be unreasonably withheld.

Pertinent information

- 13.13 The Province must make available to the Contractor all information in the Province's possession which the Province considers pertinent to the performance of the Services.

Conflict of interest

- 13.14 The Contractor must not provide any Services to any person in circumstances which, in the Province's reasonable opinion, could give rise to a conflict of interest between the Contractor's duties to that person and the Contractor's duties to the Province under this Agreement.

Time

- 13.15 Time is of the essence in this Agreement and, without limitation, will remain of the essence after any modification or extension of this Agreement, whether or not expressly restated in the document effecting the modification or extension.

Conflicts among provisions

13.16 Conflicts among provisions of this Agreement will be resolved as follows:

- (a) a provision in the body of this Agreement will prevail over any conflicting provision in, attached to or incorporated by reference into a schedule, unless that conflicting provision expressly states otherwise; and
- (b) a provision in a schedule will prevail over any conflicting provision in a document attached to or incorporated by reference into a schedule, unless the schedule expressly states otherwise.

Agreement not permit nor fetter

13.17 This Agreement does not operate as a permit, license, approval or other statutory authority which the Contractor may be required to obtain from the Province or any of its agencies in order to provide the Services. Nothing in this Agreement is to be construed as interfering with, or fettering in any manner, the exercise by the Province or its agencies of any statutory, prerogative, executive or legislative power or duty.

Remainder not affected by invalidity

13.18 If any provision of this Agreement or the application of it to any person or circumstance 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 and will be valid and enforceable to the extent permitted by law.

Further assurances

13.19 Each party must perform the acts, execute and deliver the writings, and give the assurances as may be reasonably necessary to give full effect to this Agreement.

Additional Terms

13.20 Any additional Terms set out in the attached Schedule F apply to this Agreement.

Governing law

13.21 This Agreement is governed by, and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.

14 INTERPRETATION

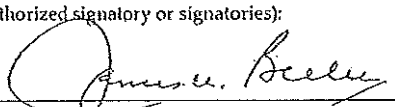

14.1 In this Agreement:

- (a) "includes" and "including" are not intended to be limiting;
- (b) unless the context otherwise requires, references to sections by number are to sections of this Agreement;
- (c) the Contractor and the Province are referred to as "the parties" and each of them as a "party";
- (d) "attached" means attached to this Agreement when used in relation to a schedule;
- (e) unless otherwise specified, a reference to a statute by name means the statute of British Columbia by that name, as amended or replaced from time to time;
- (f) the headings have been inserted for convenience of reference only and are not intended to describe, enlarge or restrict the scope or meaning of this Agreement or any provision of it;
- (g) "person" includes an individual, partnership, corporation or legal entity of any nature; and
- (h) unless the context otherwise requires, words expressed in the singular include the plural and *vice versa*.

15 EXECUTION AND DELIVERY OF AGREEMENT

15.1 This Agreement may be entered into by a separate copy of this Agreement being executed by, or on behalf of, each party and that executed copy being delivered to the other party by a method provided for in section 13.1 or any other method agreed to by the parties.

The parties have executed this Agreement as follows:

<p>SIGNED on the <u>31st</u> day of July, 2012 by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):</p> <p></p> <p>Signature(s)</p> <p><u>JAMES W. BEEKE</u></p> <p>Print Name(s)</p> <p><u>PRESIDENT, SIGWUM INTERNATIONAL</u></p> <p>Print Title(s) <u>EDUCATIONAL SERVICES, INC.</u></p>	<p>SIGNED on the <u>7th</u> day of <u>August</u>, 2012 on behalf of the Province by its duly authorized representative:</p> <p></p> <p>Signature</p> <p><u>KERRY PRIMORE</u></p> <p>Print Name</p> <p><u>DIRECTOR, INTERNATIONAL EDUCATION</u></p> <p>Print Title</p>
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Schedule A – Services

PART 1. TERM:

The Term of this Agreement commences on July 13, 2012 and ends on September 20, 2012.

PART 2. SERVICES

1. BACKGROUND

The external inspection of schools offering offshore Distance Learning is a comprehensive exercise that examines the school's program, facilities, curriculum, operations and teacher certification to ensure that the school meets all basic statutory requirements. Such inspections are carried out by External Inspection Committees appointed by the Director of International Education.

The fundamental purpose of external inspections is to assure the Director of International Education, the Minister of Education and the public that offshore DL programs satisfy the requirements of the BC Offshore Program Agreement.

At the conclusion of the external inspection, the Inspection Committee prepares an External Inspection Report of its findings for the Director of International Education. The major purpose of this Report is to indicate whether or not the school meets the statutory requirements, which must be met by the date specified. The Report may also include policy issues that the school authority is to discuss and follow up on with a response to the Director of International Education by the date specified. The final paragraph in the Report states the Committee's recommendation to the Director of International Education.

International (offshore) schools are inspected according to Schedule A of the Offshore School Certification Status Agreement.

2. SERVICES

The Contractor will:

1. Co-lead (with Kerry Pridmore, Director: International Education) a training session for offshore school (BC Program) inspection team chairs and team members
2. Prepare DL Appendix for BC MoE Offshore School Program Evaluation Catalogue
3. Prepare DL Supplement for BC MoE Offshore School Program Report Writing Guidelines
4. provide a final DL Appendix & Supplement within 30 days.

Estimated Time

- 3 days – Prepare DL Appendix for Offshore Catalogue and Supplement for Report Writing Guidelines and discuss with Kerry Pridmore and incorporate desired changes and edits
- ½ day to edit final drafts of the above documents (with Leslie Chiu)
- 1 day to prepare offshore inspection scenarios and common errors from past reports for Offshore Inspection Team training sessions
- 1 day to co-lead Offshore School Inspection Team Chairs and Members on Sept 20/12 with Kerry

TOTAL: Estimated 5 ½ days

Estimated Fees

- Professional fee: 5.5 days @ \$17, \$21 @ \$17, \$21
- Plus travel costs incurred for meetings (est. 2 days – Vancouver meetings) \$400

3. CONFLICT OF INTEREST

The Contractor will not perform a service for or provide advice to any person, firm or corporation or other legal entity where the performance of the service or the provision of the advice may or does, in the reasonable opinion of the Province, give rise to a conflict of interest between the obligations of the Contractor to the Province under this Agreement and the obligations of the Contractor to such other person, firm or corporation or other legal entity. For the purposes of this Agreement, a conflict of interest includes, but is not limited to:

- a) Use of the Contractor's contractual association with the Province under this Agreement to pursue personal interests;
- b) Being under an obligation to a person who might benefit from or seek to gain special consideration or favour;
- c) Giving preferential treatment to an individual, corporation or organization, including a non-profit organization, in which the Contractor, or a relative or friend of the Contractor, has an interest, financial or otherwise;
- d) Benefiting from, or being reasonably perceived by the public to have benefited from, the use of information acquired solely by reason of this Agreement;
- e) Benefiting from, or being reasonably perceived by the public to have benefited from, a government transaction over which the Contractor can influence decisions.

Schedule B – Fees and Expenses

1. MAXIMUM AMOUNT PAYABLE:

Despite sections 2 and 3 of this Schedule, \$3,250.00 is the maximum amount which the Province is obliged to pay to the Contractor for fees and expenses (exclusive of applicable taxes) and expenses under this Agreement.

2. FEES: to a maximum of \$2,750.00

Fees: at a rate of \$17, \$21 per day (7 hours being the equivalent to one day) and in a proportioned amount for part days for those days during the Term when the Contractor provides the Services.

3. EXPENSES: to a maximum of \$400.00

Expenses: The following expenses, less the Harmonized Sales Tax ("HST") component, will be paid to the Contractor, at the approved Group II rate (see attached *Appendix 1 to Schedule "B"*), provided the same are supported, where applicable, by proper receipts and are, in the opinion of the Province, necessarily incurred by the Contractor in the fulfillment of the Services under this Agreement:

- (a) travel, accommodation, and meal expenses for travel greater than 32 kilometers away from Rosedale, British Columbia; and
- (b) telecommunication charges, courier, postage and other identifiable business expenses, at cost.

Any HST paid on expenses under this Agreement and not recoverable by the Contractor from the Government of Canada may be reimbursed by the Province.

4. STATEMENTS OF ACCOUNT:

Statements of Account: In order to obtain payment of any fees and expenses under this Agreement for each day during the Billing Period ("Billing Period"), the Contractor must deliver to the Province, monthly, starting no sooner than November 30, 2011, a written statement of account in a form satisfactory to the Province containing:

- (a) the Contractor's legal name and address;
- (b) the date of the statement, and the Billing Period to which the statement pertains;
- (c) the Contractor's calculation of all fees claimed for that Billing Period, including a declaration by the Contractor of all hours worked on each day during the Billing Period;
- (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor for the Billing Period with receipts or copies of receipts attached, if available;
- (e) the Contractor's calculation of any applicable taxes payable by the Province in relation to the Services for the Billing Period;
- (f) a description of this Agreement;
- (g) a statement number for identification; and
- (h) any other billing information reasonably requested by the Province.

3. PAYMENTS DUE: Within 30 days of our receipt of your written statement of account delivered in accordance with this Schedule, we must pay you the fees (plus all applicable taxes) and expenses, claimed in the statement if they are in accordance with this Schedule. Statements of account or contract invoices offering an early payment discount may be paid by us as required to obtain the discount.

Schedule E – Privacy Protection Schedule

Definitions

1. In this Schedule,
 - (a) "access" means disclosure by the provision of access;
 - (b) "Act" means the *Freedom of Information and Protection of Privacy Act* (British Columbia), as amended from time to time;
 - (c) "contact information" means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
 - (d) "personal information" means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the Province and the Contractor dealing with the same subject matter as the Agreement but excluding any such information that, if this Schedule did not apply to it, would not be under the "control of a public body" within the meaning of the Act.

Purpose

2. The purpose of this Schedule is to:
 - (a) enable the Province to comply with the Province's statutory obligations under the Act with respect to personal information; and
 - (b) ensure that, as a service provider, the Contractor is aware of and complies with the Contractor's statutory obligations under the Act with respect to personal information.

Collection of personal information

3. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor may only collect or create personal information that is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
4. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must collect personal information directly from the individual the information is about.
5. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must tell an individual from whom the Contractor collects personal information:
 - (a) the purpose for collecting it;
 - (b) the legal authority for collecting it; and
 - (c) the title, business address and business telephone number of the person designated by the Province to answer questions about the Contractor's collection of personal information.

Accuracy of personal information

6. The Contractor must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Contractor or the Province to make a decision that directly affects the individual the information is about.

Requests for access to personal information

7. If the Contractor receives a request for access to personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province unless the Agreement expressly requires the Contractor to provide such access and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Correction of personal information

8. Within 5 Business Days of receiving a written direction from the Province to correct or annotate any personal information, the Contractor must correct or annotate the information in accordance with the direction.
9. When *issuing* a written direction under section 8, the Province must advise the Contractor of the date the correction request to which the direction relates was received by the Province in order that the Contractor may comply with section 10.
10. Within 5 Business Days of correcting or annotating any personal information under section 8, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Province, the Contractor disclosed the information being corrected or annotated.
11. If the Contractor receives a request for correction of personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Protection of personal information

12. The Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any expressly set out in the Agreement.

Storage and access to personal information

13. Unless the Province otherwise directs in writing, the Contractor must not store personal information outside Canada or permit access to personal information from outside Canada.

Retention of personal information

14. Unless the Agreement otherwise specifies, the Contractor must retain personal information until directed by the Province in writing to dispose of it or deliver it as specified in the direction.

Use of personal information

15. Unless the Province otherwise directs in writing, the Contractor may only use personal information if that use is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

Disclosure of personal information

16. Unless the Province otherwise directs in writing, the Contractor may only disclose personal information inside Canada to any person other than the Province if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
17. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must not disclose personal information outside Canada.

Notice of foreign demands for disclosure

18. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.2 of the Act, if in relation to personal information in the custody or under the control of the Contractor, the Contractor:

- (a) receives a foreign demand for disclosure;
- (b) receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a foreign demand for disclosure; or
- (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a foreign demand for disclosure

the Contractor must immediately notify the Province and, in so doing, provide the information described in section 30.2(3) of the Act. In this section, the phrases "foreign demand for disclosure" and "unauthorized disclosure of personal information" will bear the same meanings as in section 30.2 of the Act.

Notice of unauthorized disclosure

19. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.5 of the Act, if the Contractor knows that there has been an unauthorized disclosure of personal information in the custody or under the control of the Contractor, the Contractor must immediately notify the Province. In this section, the phrase "unauthorized disclosure of personal information" will bear the same meaning as in section 30.5 of the Act.

Inspection of personal information

20. In addition to any other rights of inspection the Province may have under the Agreement or under statute, the Province may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect any personal information in the possession of the Contractor or any of the Contractor's information management policies or practices relevant to the Contractor's management of personal information or the Contractor's compliance with this Schedule, and the Contractor must permit and provide reasonable assistance to any such inspection.

Compliance with the Act and directions

21. The Contractor must in relation to personal information comply with:
- (a) the requirements of the Act applicable to the Contractor as a service provider, including any applicable order of the commissioner under the Act; and
 - (b) any direction given by the Province under this Schedule.
22. The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.

Notice of non-compliance

23. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify the Province of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

Termination of Agreement

24. In addition to any other rights of termination which the Province may have under the Agreement or otherwise at law, the Province may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

Interpretation

25. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
26. Any reference to the "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
27. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
28. If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
29. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 30, the law of any jurisdiction outside Canada.
30. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.

TRAVEL EXPENSES FOR CONTRACTORS and COMMITTEE MEMBERS

(while on travel status within British Columbia) (Appendix 1 to Schedule 'B')

The following are the reimbursement limits for the specified allowable travel expenses. The Contractor or Committee Member must pay all expenses – direct billing to the Province is not allowed except under exceptional circumstances (where a special provision is made in the contract).

Original receipts should be submitted with the expense claim (when receipts are required). Legible photocopies of receipts will be accepted from Contractors only, if the Contractor requires the original for another purpose (e.g. to claim for HST credits).

Please keep in mind that as you will be doing work for the provincial government, and your expenses are being reimbursed by government, you must not be seen to be benefiting personally from the work, such as accepting travel loyalty program benefits.

For the purposes of this appendix, "Traveller" shall include contractors, and committee members appointed by the Ministry.

The Traveller must use the most economical mode of travel and be outside their headquarters area (32 km from home or where they ordinarily perform their services) to be eligible to claim travel, meal and accommodation expenses.

1. Meal Allowances:

Where meals are not provided, the amounts that may be claimed for meals will be based on the applicable rate identified by your Ministry Coordinator or in contract Schedule 'B', either Group 1 or Group 2, as follows:

a) GROUP 1 RATE

Breakfast only	\$11.50	Claim if travel starts before 7:00AM or ends after 7:00AM
Lunch only	\$13.25	Claim if travel starts before 12:00 noon or ends after 12:00 noon
Dinner only	\$22.25	Claim if travel starts before 6:00 PM or ends after 6:00PM
Breakfast and lunch only	\$24.75	See above
Breakfast and dinner only	\$33.75	See above
Lunch and dinner only	\$35.50	See above
Full day	\$47.00	

b) GROUP 2 RATE

Breakfast only	\$22.00	Claim if travel starts before 7:00 AM or ends after 7:00AM
Lunch only	\$22.00	Claim if travel starts before 12:00 noon or ends after 12:00 noon
Dinner only	\$26.50	Claim if travel starts before 6:00 PM or ends after 6:00PM
Breakfast and lunch only	\$30.00	See above
Breakfast and dinner only	\$36.50	See above
Lunch and dinner only	\$36.50	See above
Full day	\$49.00	

2. Private Vehicle Use:

The private mileage allowance is \$0.50 per km (receipts are not required). This rate can be claimed when using a private vehicle for travel.

3. Taxi and Parking:

Taxi and parking charges may be reimbursed, at cost, with submission of receipts. Tips cannot be claimed.

4. Vehicle Rentals:

The cost of rented vehicles may be claimed, if required in order to perform the Services and approved by the Province.

The Traveller should use the Government of BC Corporate Supply Arrangements (CSAs) it has with:

- Avis Rent A Car Systems Inc.
- Thrifty, and Dollar Rent a Car, Inc.
- Budget Rent a Car of Canada Ltd.
- Enterprise Rent-A-Car Canada Ltd., and
- National Car Rental.

http://www.pss.gov.bc.ca/csa/categories/vehicle_rentals/vehicle_rentals_daily/vehicle_rentals_daily.html

These CSAs entitle government and authorized Travellers to preferred rental rates. In advance of any rental, the Traveller shall request the Province provide an authorization letter for CSAs rate access and information on the CSA. Use other rental firms only if these firms cannot supply vehicles. Receipts and proof of payment are required.

Travellers may choose Personal Injury Insurance (PII or PAI) and Collision or Loss Damage Waivers (CDW or LDW) at their own option, but the ministry will not reimburse these costs.

Report all accidents to the rental agency and the ministry coordinator or contract manager within 24 hours.

5. Accommodation:

a) The maximum amounts that may be claimed for hotel/motel accommodation are on Page 2. Receipts and proof of payment are required.

b) Private lodging: \$30 per night may be claimed when private lodging is arranged. No receipt required.

6. Airfare:

Only economy airfare will be reimbursed. Passenger copy of air ticket or itinerary, and proof of payment are required.

7. Miscellaneous Expenses:

Cost of passenger and/or vehicle ferry travel and highway tolls and airport improvement fees can be claimed if supported by a receipt. Laundry, gratuities, portage and personal internet/phone calls cannot be claimed.

ACCOMMODATION RATE THRESHOLDS FOR CONTRACTORS and COMMITTEE MEMBERS

Daily hotel/motel accommodation stays will be reimbursed at cost, not to exceed the maximum rates by city as set out below. Only the single-person rate for a standard room will be reimbursed. Proof of government-related business may be required when booking to achieve discount rates.

City	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
Vancouver	135	135	135	150	150	160	160	160	160	140	140	140
Burnaby	115	115	120	120	135	135	135	135	135	120	120	120
Coquitlam/Port Coquitlam	110	110	110	120	125	125	130	130	130	130	110	110
Delta	110	110	110	115	130	130	130	130	130	110	110	110
Langley	100	100	100	100	110	110	110	110	110	100	100	100
New Westminster	120	120	120	120	130	130	130	130	130	120	120	120
North Vancouver	110	110	110	110	130	130	130	130	130	110	110	110
Richmond	135	135	135	135	155	165	165	165	165	150	140	135
Surrey	100	100	100	100	110	110	110	110	100	100	100	100
White Rock	100	100	100	100	110	110	110	110	110	100	100	100
Victoria	100	100	100	100	140	140	140	140	140	100	100	100
Greater Victoria*	90	90	100	100	100	120	120	120	120	100	100	100
Castlegar	100	100	100	100	100	100	100	100	100	100	100	100
Cranbrook	90	90	90	90	100	100	100	100	100	90	90	90
Dawson Creek	110	110	115	115	115	115	120	120	115	115	115	115
Fort St John	120	120	120	120	120	120	120	120	120	120	120	120
Kamloops	90	90	90	90	105	105	105	105	105	90	90	90
Kelowna	100	100	100	100	110	110	115	115	115	105	100	100
Nanaimo	95	95	100	100	110	110	110	110	110	100	100	100
Nelson	90	90	90	90	90	90	100	100	100	90	90	90
Penticton	85	85	90	90	90	125	130	145	100	90	90	90
Prince George	100	100	100	100	100	100	100	100	100	100	100	100
Prince Rupert	95	95	95	95	110	110	110	110	110	110	95	95
Terrace	90	90	90	90	90	90	90	90	90	90	90	90
Vernon	90	90	90	90	90	100	100	100	100	90	90	90
Whistler	150	150	150	110	105	105	105	110	110	110	110	150
Other Cities Not Listed	90	90	90	90	95	95	95	95	95	95	90	90

* Central Saanich, Saanichton, Brentwood Bay, Langford, Colwood, Sidney, Saanich, Esquimalt, Oak Bay.

BRITISH COLUMBIA OFFSHORE SCHOOL PROGRAM

AGREEMENT FOR BRITISH COLUMBIA OFFSHORE SCHOOL INSPECTION SERVICES

Contract Number: C13/2827

THIS AGREEMENT is dated for reference the 27th day of September, 2012.

BETWEEN:

Signum International Educational Services, Inc. (the "Contractor") with the following specified address and fax number:
10337 Woodrose Place, Rosedale BC V0X 1X1
signumeduservices@shaw.ca
Represented by James W. Beeke

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister of Education (the "Province") with the following specified address and fax number:
International Education Branch
PO Box 9153 STN PROV GOVT
Victoria BC V8W 9H1
Fax: (250) 953-4908
International.Education@gov.bc.ca

The Province wishes to retain the Contractor to provide the services specified in Schedule A and, in consideration for the remuneration set out in Schedule B, the Contractor has agreed to provide those services, on the terms and conditions set out in this Agreement.

As a result, the Province and the Contractor agree as follows:

1 DEFINITIONS

General

1.1 In this Agreement, unless the context otherwise requires:

- (a) "Authority" means the school authority outside British Columbia that is a party to the Candidate or Certification Status Agreement under which the Offshore Schools inspected under this Agreement are operated;
- (b) "British Columbia Program" means an organized set of learning activities that is based on the British Columbia Curriculum but has not been certified by the Province as a Certified British Columbia Program;
- (c) "BC Offshore School Program" means the British Columbia Ministry of Education Offshore School Program;
- (d) "Business Day" means a day, other than a Saturday or Sunday, on which Provincial government offices are open for normal business in British Columbia;
- (e) "Candidate Status Agreement" means the Candidate Status Agreement between the Province and the Authority;
- (f) "Certified British Columbia Program" means the program delivered by the Authority under the Certification Status Agreement;

- (g) "Certification Status Agreement" means the Certification Status Agreement between the Province and the Authority;
- (h) "Closing Meeting" means the final inspection meeting between the Contractor and the Authority held for the purpose of allowing the Authority to:
 - a. review the draft inspection report prepared by the Contractor; and
 - b. provide comments to the Contractor.
- (i) "Inspection Catalogue" means the inspection catalogue provided to the Province by the Authority under the Candidate or Certification Status Agreement;
- (j) "Material" means the Produced Material and the Received Material;
- (k) "Offshore School(s)" is a reference to the school(s) at which the Services are to be performed;
- (l) "Produced Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are produced by the Contractor;
- (m) "Received Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor from the Province or any other person;
- (n) "Services" means the services described in Part 2 of Schedule A; and
- (o) "Term" means the term of the Agreement described in Part 1 of Schedule A, subject to that term ending earlier in accordance with this Agreement.

Meaning of "record"

- 1.2 The definition of "record" in the *Interpretation Act* is incorporated into this Agreement and "records" will bear a corresponding meaning.

2 SERVICES

Provision of services

- 2.1 The Contractor is authorized to and must provide the Services, during the Term, in accordance with this Agreement.

Term

- 2.2 Regardless of the date of execution or delivery of this Agreement, the Contractor must provide the Services during the Term.

Supply of various items

- 2.3 Unless the parties otherwise agree in writing, the Contractor must supply and pay for all materials, equipment, tools, facilities necessary or advisable to perform the Contractor's obligations under this Agreement.

Standard of care

- 2.4 Unless otherwise specified in this Agreement, the Contractor must perform the Services to a standard of care, skill and diligence maintained by persons providing, on a commercial basis, services similar to the Services.

Instructions by Province

- 2.5 The Province may from time to time give the Contractor reasonable instructions (in writing or otherwise) as to the performance of the Services. The Contractor must comply with those instructions.

Confirmation of non-written instructions

- 2.6 If the Province provides an instruction under section 2.5 other than in writing, the Contractor may request that the instruction be confirmed by the Province in writing, which request the Province must comply with as soon as it is reasonably practicable to do so.

Effectiveness of non-written instructions

- 2.7 Requesting written confirmation of an instruction under section 2.6 does not relieve the Contractor from complying with the instruction at the time the instruction was given.

Applicable laws

- 2.8 In the performance of the Contractor's obligations under this Agreement, the Contractor must comply with all applicable laws, including the laws of the foreign jurisdiction(s) in which the Contractor is to perform the Services. If the Contractor becomes aware of a conflict between the obligations created under this Agreement, the laws of British Columbia and the laws of the foreign jurisdiction, the Contractor must immediately notify the Province and take no further actions in furtherance of the Contractor's obligations under the Agreement until further authorized in writing by the Province.

3 PAYMENT

Fees and expenses

- 3.1 If the Contractor complies with this Agreement, then the Province must pay to the Contractor at the times and on the conditions set out in Schedule B:
- (a) the fees described in that Schedule;
 - (b) the expenses, if any, described in that Schedule if they are supported, where applicable, by proper receipts and, in the Province's opinion, are necessarily incurred by the Contractor in providing the Services; and
 - (c) any applicable taxes payable by the Province under law or agreement with the relevant taxation authorities on the fees and expenses described in subsections (a) and (b).

The Province is not obliged to pay to the Contractor more than the "Maximum Amount" specified in Schedule B on account of fees and expenses.

Invoices

- 3.2 In order to obtain payment of any fees and expenses under this Agreement, the Contractor must submit to the Province a written invoice in a form satisfactory to the Province upon completion of the Services or at other times described in Schedule B.

Appropriation

- 3.3 The Province's obligation to pay money to the Contractor is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which payment becomes due.

Currency

- 3.4 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.

Non-resident income tax

- 3.5 If the Contractor is not a resident in Canada, the Contractor acknowledges that the Province may be required by law to withhold income tax from the fees described in Schedule B and then to remit that tax to the Receiver General of Canada on the Contractor's behalf.

Prohibition against committing money

- 3.6 The Contractor must not in relation to performing the Contractor's obligations under this Agreement commit or purport to commit the Province to pay any money.

Refunds of taxes

- 3.7 The Contractor must:
- (a) apply for, and use reasonable efforts to obtain, any available refund, credit, rebate or remission of federal, provincial or other tax or duty imposed on the Contractor as a result of this Agreement that the Province has paid or reimbursed to the Contractor or agreed to pay or reimburse to the Contractor under this Agreement; and
 - (b) immediately on receiving, or being credited with, any amount applied for under subsection (a), remit that amount to the Province.

4 REPRESENTATIONS AND WARRANTIES

- 4.1 As at the date this Agreement is executed and delivered by, or on behalf of, the parties, the Contractor represents and warrants to the Province as follows:
- (a) except to the extent the Contractor has previously disclosed otherwise in writing to the Province,
 - (i) all information, statements, documents and reports furnished or submitted by the Contractor to the Province in connection with this Agreement (including as part of any competitive process resulting in this Agreement being entered into) are in all material respects true and correct,
 - (ii) the Contractor holds all permits, licenses, approvals and statutory authorities issued by any government or government agency that are necessary for the performance of the Contractor's obligations under this Agreement.

5 PRIVACY, SECURITY AND CONFIDENTIALITY

Privacy

- 5.1 The Contractor must comply with the Privacy Protection Schedule attached as Schedule "C".
- 5.2 The Contractor, must within 48 hours of the end of the Term, provide records collected in the performance of the Contractor's obligations under this Agreement to the Province.

Collection of personal information

- 5.3 Before proceeding with the inspection, the Contractor must obtain from the Authority consents for the collection, use and disclosure of personal information, in the form required by the Province, that the Authority has collected from the Offshore School's students and teachers under the Candidate or Certification Status Agreement. If the Authority does not provide the required consents, the Contractor must take no further actions in furtherance of the Contractor's obligations under the Agreement until further authorized in writing by the Province.

Security

- 5.4 The Contractor must make reasonable security arrangements to protect the Material from unauthorized access, collection, use, disclosure, alteration or disposal.

Confidentiality

- 5.5 The Contractor must treat as confidential all information in the Material and all other information accessed or obtained by the Contractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure or use without the Province's prior written consent except:
- (a) as required to perform the Contractor's obligations under this Agreement or to comply with applicable laws; or
 - (b) if it is information that is generally known to the public other than as result of a breach of this Agreement.

Public announcements

- 5.6 Any public announcement relating to this Agreement will be arranged by the Province and, if such consultation is reasonably practicable, after consultation with the Contractor.

Restrictions on promotion

- 5.7 The Contractor must not, without the prior written approval of the Province, refer for promotional purposes to the Province being a customer of the Contractor or the Province having entered into this Agreement.

6 MATERIAL AND INTELLECTUAL PROPERTY

Access to Material

- 6.1 If the Contractor receives a request for access to any of the Material from a person other than the Province, and this Agreement does not require or authorize the Contractor to provide that access, the Contractor must promptly advise the person to make the request to the Province.

Ownership and delivery of Material

- 6.2 The Province exclusively owns all property rights in the Material which are not intellectual property rights. The Contractor must deliver any Material to the Province immediately upon the Province's request.

Matters respecting intellectual property

- 6.3 The Province exclusively owns all intellectual property rights, including copyright, in:
- (a) Received Material that the Contractor receives from the Province; and
 - (b) Produced Material.

Upon the Province's request, the Contractor must deliver to the Province documents satisfactory to the Province that irrevocably waive in the Province's favour any moral rights which the Contractor may have in the Produced Material and that confirm the vesting in the Province of the copyright in the Produced Material.

7 RECORDS AND REPORTS

Work reporting

- 7.1 Upon the Province's request, the Contractor must fully inform the Province of all work done by the Contractor in connection with providing the Services.

Time and expense records

- 7.2 If Schedule B provides for the Contractor to be paid fees at a daily or hourly rate or for the Contractor to be paid or reimbursed for expenses, the Contractor must maintain time records and books of account, invoices, receipts and vouchers of expenses in support of those payments, in form and content satisfactory to the Province. Unless otherwise specified in this Agreement, the Contractor must retain such documents for a period of not less than seven years after this Agreement ends.

8 AUDIT

- 8.1 In addition to any other rights of inspection the Province may have under statute or otherwise, the Province may at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect and, at the Province's discretion, copy any of the Material and the Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section.

9 INDEMNITY AND INSURANCE

Indemnity

- 9.1 The Province will indemnify the Contractor, the form and content of which indemnity is attached as Schedule D.

Workers compensation

- 9.2 Without limiting the generality of section 2.8, the Contractor must comply with all applicable occupational health and safety laws in relation to the performance of the Contractor's obligations under this Agreement, including the *Workers Compensation Act* in British Columbia or similar laws in other jurisdictions.

Personal optional protection

- 9.3 It is recommended that the Contractor purchase out of province medical insurance and travel insurance.

Evidence of coverage

- 9.4 Within 10 Business Days of being requested to do so by the Province, the Contractor must provide the Province with evidence of the Contractor's compliance with sections 9.2 and 9.3.

10 FORCE MAJEURE

Definitions relating to Force Majeure

- 10.1 In this section and sections 10.2 and 10.3, "Event of Force Majeure" means an event that prevents the Contractor from performing the Contractor's obligations in accordance with this Agreement and is beyond the reasonable control of the Contractor, including but not limited to an inability to gain access to any premises, facilities or records to which access is necessary in order to perform the Services.

Consequence of Event of Force Majeure

- 10.2 The Contractor is not liable to the Province for any failure or delay in the performance of the Contractor's obligations under this Agreement resulting from an Event of Force Majeure and any time periods for the performance of such obligations are automatically extended for the duration of the Event of Force Majeure provided that the Contractor complies with the requirements of section 10.3.

Notice of Event of Force Majeure

- 10.3 The Contractor must promptly notify the Province in writing upon the occurrence of the Event of Force Majeure and make all reasonable efforts to prevent, control or limit the effect of the Event of Force Majeure so as to resume compliance with the Contractor's obligations under this Agreement as soon as possible.

11 DEFAULT AND TERMINATION

Definitions relating to default and termination

- 11.1 In this section and sections 11.2 to 11.4:

- (a) "Event of Default" means any of the following:
 - (i) an Insolvency Event;
 - (ii) the Contractor fails to perform any of the Contractor's obligations under this Agreement;
 - (iii) the Contractor fails to comply with the conflict of interest provisions in section 14; or
 - (iii) any representation or warranty made by the Contractor in this Agreement is untrue or incorrect; and
- (b) "Insolvency Event" means any of the following:
 - (i) the Contractor commits an act of bankruptcy, makes an assignment for the benefit of the Contractor's creditors or otherwise acknowledges the Contractor's insolvency;
 - (ii) a bankruptcy petition is filed or presented against the Contractor or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by the Contractor;
 - (iii) a compromise or arrangement is proposed in respect of the Contractor under the *Companies' Creditors Arrangement Act* (Canada);
 - (iv) a receiver or receiver-manager is appointed for any of the Contractor's property; or
 - (v) the Contractor ceases, in the Province's reasonable opinion, to carry on business as a going concern.

Province's options on default

- 11.2 On the happening of an Event of Default, or at any time thereafter, the Province may, at its option, elect to do any one or more of the following:
- (a) by written notice to the Contractor, require that the Event of Default be remedied within a time period specified in the notice;
 - (b) pursue any remedy or take any other action available to it at law or in equity; or
 - (c) by written notice to the Contractor, terminate this Agreement with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under section 11.2(a).

Delay not a waiver

- 11.3 No failure or delay on the part of the Province to exercise its rights in relation to an Event of Default will constitute a waiver by the Province of such rights.

Province's right to terminate other than for default

- 11.4 In addition to the Province's right to terminate this Agreement under section 11.2 on the happening of an Event of Default, the Province may terminate this Agreement for any reason by giving at least 10 days' written notice of termination to the Contractor.

Payment consequences of termination

11.5 Unless Schedule B otherwise provides, if the Province terminates this Agreement under section 11:

- (a) the Province must, within 30 days of such termination, pay to the Contractor any unpaid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that the Province has notified the Contractor in writing was completed to the Province's satisfaction before termination of this Agreement;
- (b) the Contractor must, within 30 days of such termination, repay to the Province any paid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that the Province has notified the Contractor in writing was not completed to the Province's satisfaction before termination of this Agreement; and
- (c) the Province will pay the cost of return flights for the Contractor to the Contractor's home jurisdiction in accordance with the foreign travel guidelines outlined in the Core Policy and Procedures Manual. Any other expenses arising from termination of the Agreement under this section will be borne solely by the Contractor.

Discharge of liability

11.6 The payment by the Province of the amount described in section 11.5(a) discharges the Province from all liability to make payments to the Contractor under this Agreement.

Notice in relation to Events of Default

11.7 If the Contractor becomes aware that an Event of Default has occurred or anticipates that an Event of Default is likely to occur, the Contractor must promptly notify the Province of the particulars of the Event of Default or anticipated Event of Default.

12 DISPUTE RESOLUTION

Dispute resolution process

12.1 In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:

- (a) the parties must initially attempt to resolve the dispute through collaborative negotiation;
- (b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation under the rules of the British Columbia Mediator Roster Society; and
- (c) if the dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally resolved by arbitration under the *Commercial Arbitration Act*.

Location of arbitration or mediation

12.2 Unless the parties otherwise agree in writing, an arbitration or mediation under section 12.1 will be held in Victoria, British Columbia.

Costs of mediation or arbitration

12.3 Unless the parties otherwise agree in writing or, in the case of an arbitration, the arbitrator otherwise orders, the parties must share equally the costs of a mediation or arbitration under section 12.1 other than those costs relating to the production of expert evidence or representation by counsel.

13 MISCELLANEOUS

Delivery of notices

- 13.1 Any notice contemplated by this Agreement, to be effective, must be in writing and delivered as follows:
- (a) by fax to the addressee's fax number specified on the first page of this Agreement, in which case it will be deemed to be received on the day of transmittal unless transmitted after the normal business hours of the addressee or on a day that is not a Business Day, in which cases it will be deemed to be received on the next following Business Day;
 - (b) by electronic delivery to the addressee's e-mail account specified on the first page of this Agreement if the electronic document is:
 - a. in PDF format; and
 - b. is a true representation of the printed version of the document;in which case it will be deemed to be received on the day of transmittal unless transmitted after the normal business hours of the addressee or on a day that is not a Business Day, in which case it will be deemed to be received on the next following Business Day;
 - (b) by hand to the addressee's address specified on the first page of this Agreement, in which case it will be deemed to be received on the day of its delivery; or
 - (c) by prepaid post to the addressee's address specified on the first page of this Agreement, in which case if mailed during any period when normal postal services prevail, it will be deemed to be received on the fifth Business Day after its mailing.

Change of address, e-mail address or fax number

- 13.2 Either party may from time to time give notice to the other party of a substitute address, e-mail address or fax number, which from the date such notice is given, will supersede for purposes of section 13.1 any previous address, e-mail address or fax number specified for the party giving the notice.

Assignment

- 13.3 The Contractor must not assign any of the Contractor's rights under this Agreement.

Subcontracting

- 13.4 The Contractor must not subcontract any of the Contractor's obligations under this Agreement to any person.

Waiver

- 13.5 A waiver of any term or breach of this Agreement is effective only if it is in writing and signed by, or on behalf of, the waiving party and is not a waiver of any other term or breach.

Modifications

- 13.6 No modification of this Agreement is effective unless it is in writing and signed by, or on behalf of, the parties.

Entire agreement

- 13.7 This Agreement (including any modification of it) constitutes the entire agreement between the parties as to performance of the Services.

Survival of certain provisions

- 13.8 Sections 2.8, 3.1 to 3.3, 3.6, 3.7, 5.1, 5.4 to 5.7, 6.1 to 6.3, 7.1, 7.2, 8.1, 9.1, 9.2, 9.4, 10.1 to 10.3, 11.2, 11.3, 11.5, 11.6, 12.1 to 12.3, 13.1, 13.2, 13.8, 13.10, 15.1, any accrued but unpaid payment obligations, and any other sections of this Agreement (including schedules) which, by their terms or nature, are intended to survive the completion of the Services or termination of this Agreement, will continue in force indefinitely, even after this Agreement ends.

Schedules

- 13.9 The schedules to this Agreement (including any appendices or other documents attached to, or incorporated by reference into, those schedules) are part of this Agreement.

Independent contractor

- 13.10 In relation to the performance of the Contractor's obligations under this Agreement, the Contractor is an independent contractor and not:

- (a) an employee or partner of the Province; or
- (b) an agent of the Province except as may be expressly provided for in this Agreement.

The Contractor must not act or purport to act contrary to this section.

Pertinent information

- 13.11 The Province must make available to the Contractor all information in the Province's possession which the Province considers pertinent to the performance of the Services.

Time

- 13.12 Time is of the essence in this Agreement and, without limitation, will remain of the essence after any modification or extension of this Agreement, whether or not expressly restated in the document effecting the modification or extension.

Conflicts among provisions

- 13.13 Conflicts among provisions of this Agreement will be resolved as follows:

- (a) a provision in the body of this Agreement will prevail over any conflicting provision in, attached to or incorporated by reference into a schedule, unless that conflicting provision expressly states otherwise; and
- (b) a provision in a schedule will prevail over any conflicting provision in a document attached to or incorporated by reference into a schedule, unless the schedule expressly states otherwise.

Agreement is not a permit or a fettering

- 13.14 This Agreement does not operate as a permit, license, approval or other statutory authority which the Contractor may be required to obtain from the Province or any of its agencies in order to provide the Services. Nothing in this Agreement is to be construed as interfering with, or fettering in any manner, the exercise by the Province or its agencies of any statutory, prerogative, executive or legislative power or duty.

Remainder not affected by invalidity

- 13.15 If any provision of this Agreement or the application of it to any person or circumstance 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 and will be valid and enforceable to the extent permitted by law.

Further assurances

- 13.16 Each party must perform the acts, execute and deliver the writings, and give the assurances as may be reasonably necessary to give full effect to this Agreement.

Governing law

- 13.17 This Agreement is governed by, and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.

14 CONFLICT OF INTEREST

- 14.1 The Contractor must not provide any services to any person in circumstances which, in the Province's opinion, could give rise to a conflict of interest between the Contractor's duties to that person and the Contractor's duties to the Province under this Agreement.
- 14.2 The Contractor must ensure his or her private affairs or financial interests do not give rise, either directly or indirectly, to any pecuniary or non-pecuniary conflict of interest or the perception of a conflict of interest, in relation to the performance of the duties or responsibilities of the Contractor under this Agreement.
- 14.3 A conflict of interest will be deemed to exist under section 14.1 or 14.2 if,
- (a) confidential information received by the Contractor by reason of this Agreement is used by the Contractor for the purpose of furthering any private interest, or as a means of making personal gains;
 - (b) during the Term, the Contractor engages in any discussions, communications or negotiations with the Offshore School(s), Authority or its/their representatives which will, or could, result in a subsequent gain or benefit, of whatever nature, being derived by the Contractor or any organization in which the Contractor has an interest;
 - (c) the Contractor had a consulting, contractual or employment relationship with the Offshore School(s) or prior to the Term of this Agreement; or
 - (d) a reasonably well informed person would conclude that the private affairs or financial interests of the Contractor might influence the exercise of the duties or responsibilities of the Contractor under this Agreement.
- 14.4 The Contractor must disclose to the Province any direct and in-direct pecuniary or non-pecuniary interest in any matter related to the duties and responsibilities of the Contractor that arise over the Term.
- 14.5 The Contractor must not take part in any inspection or part of an inspection or attempt to influence an inspection in any way where a reasonably well informed person would conclude that the private affairs or financial interests of the Contractor might influence the exercise of the duties or responsibilities of the Contractor under this Agreement.
- 14.6 If the Province considers that the Contractor is in a position of conflict of interest, the Contractor must comply with the Province's requests for additional information with respect to the potential conflict of interest.
- 14.7 If the Province considers that the Contractor is in breach of sections 14.1 to 14.5, the Province may at its complete discretion terminate the Agreement as an Event of Default.

15 INTERPRETATION

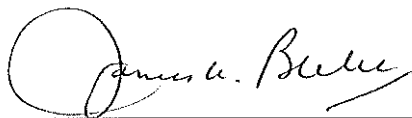
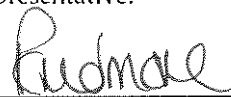
15.1 In this Agreement:

- (a) "includes" and "including" are not intended to be limiting;
- (b) unless the context otherwise requires, references to sections by number are to sections of this Agreement;
- (c) the Contractor and the Province are referred to as "the parties" and each of them as a "party";
- (d) "attached" means attached to this Agreement when used in relation to a schedule;
- (e) unless otherwise specified, a reference to a statute by name means the statute of British Columbia by that name, as amended or replaced from time to time;
- (f) the headings have been inserted for convenience of reference only and are not intended to describe, enlarge or restrict the scope or meaning of this Agreement or any provision of it; and
- (g) unless the context otherwise requires, words expressed in the singular include the plural and *vice versa*.

16 EXECUTION AND DELIVERY OF AGREEMENT

- 16.1 This Agreement may be entered into by a separate copy of this Agreement being executed by, or on behalf of, each party and that executed copy being delivered to the other party by a method provided for in section 13.1 or any other method agreed to by the parties.

The parties have executed this Agreement as follows:

<p>SIGNED on the <u>28th</u> day of <u>SEPTEMBER</u>, 201<u>2</u> by the Contractor:</p> <p></p> <p>Signature(s)</p> <p><u>JAMES W. BEEKE</u></p> <p>Print Name(s)</p> <p><u>SIGNUM INTERNATIONAL</u> <u>EDUCATIONAL SERVICES, INC.</u> <u>JAMES W. BEEKE, PRESIDENT</u></p>	<p>SIGNED on the <u>10</u> day of <u>OCTOBER</u>, 201<u>2</u> on behalf of the Province by its duly authorized representative:</p> <p></p> <p>Signature</p> <p><u>KERRY PRIMMORE</u></p> <p>Print Name</p> <p><u>DIRECTOR</u></p> <p>Print Title</p>
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Schedule A – Services

PART 1. TERM:

1. The term of this Agreement commences on the date shown at the top of page 1 of this Agreement and ends on December 7, 2012.

PART 2. SERVICES:

1. The Contractor will serve on behalf of the Province as an inspector of the Offshore School(s) listed in section 3 below, either individually or as a member of an inspection team, as directed by the Province, during the Term.
2. The purpose of the inspections under this Agreement are to gather objective evidence and information to support the Province's decision making with respect to the requirements and standards as set out in the Candidate or Certification Status Agreement.
3. The Contractor will conduct an onsite inspection at each of the following Offshore Schools:
BIS Canada, 200 Geumgok-Dong, Seongnam-Si, Gyeonggi-Do, South Korea 463-805
BC Collegiate Canada, 1449-9 Seocho-gu, Seocho-Dong, Seoul, South Korea 137-070

Canada BC International School, 440 - 1 and 440- 11 Amsa dong Gangdong-gu, Seoul, South Korea
Colegio Canadiense, Cra 51 #97 Sur 137, La Estrella, Antioquia, Columbia
4. The Contractor will,
 - (a) ensure that he or she is not in a position where his or her private interests might interfere with the unbiased performance of his or her duties or responsibilities under this Agreement;
 - (b) ensure that he or she performs all of his or her duties and responsibilities under this Agreement with integrity and in the public interest in conformity with the trust conferred on the Contractor by the Province;
 - (c) refrain from socializing with members of the Authority or Offshore School personnel until after the Closing Meeting has been completed;
 - (d) serve, as directed by the Province, either individually as an inspector or as a member of an inspection team;
 - (e) conduct the inspection in accordance with the process described in section 5 of this Schedule; and
 - (f) deliver the reports to the Province in accordance with section 7 of this Schedule.
5. The Contractor must undertake the following in the conduct of inspections under this Agreement:
 - (a) establish, subject to direction from the Province, an appropriate time and schedule for the inspection;
 - (b) inspect the Authority's British Columbia Program under the Candidate Status Agreement or the Authority's Certified British Columbia Program under the Certification Status Agreement, as applicable, including, without limiting the foregoing, reviewing the records, reports, data reports, statements, and equipment with respect to the schools operated under the Candidate or Certification Status Agreement, including without limiting, performing the following services:

General:

- i. familiarize him or herself with the requirements for schools operating under the BC Offshore School Program;
- ii. review the fully completed Inspection Catalogue provided by the Authority in relation to the Offshore School;
- iii. facilitate an introductory meeting with the administrative and teaching staff in order to orient the Offshore School staff to the inspection process;

- iv. meet with the Offshore School's administrators to review administrative systems and meet with representatives of the Authority to review the current status of the Offshore School and future plans;
- v. inspect the Offshore School's facilities and equipment to ensure that they are adequate for instructional purposes, including inspection of:
 - i. the school building(s) for general maintenance, safety, cleanliness, student safety and not for health and safety or building code issues;
 - ii. suitability of the school facilities and equipment for provision of the educational program(s), including assessment of computer lab(s), science lab(s), library, and facilities, equipment and teaching resources for Fine Arts, Applied Skills and Physical Education; and
 - iii. whether the Province's requirements for internet connectivity, computer hardware/software, and printer capabilities are met.

For clarity, the Province does not assume responsibility for health and safety standards in respect of the Authority's British Columbia Program or Certified British Columbia Program or the facilities, grounds and equipment of the Offshore School(s) used in conjunction with the program and the Province's inspections will not determine if the Authority meets British Columbia or local health and safety standards in respect of the Authority's British Columbia Program or Certified British Columbia Program or the facilities, grounds and equipment of the Offshore School used in conjunction with the program.

- vi. review the Offshore School's policies and protocols, including with respect to discipline, admission, admission approval processes, parental appeals, student supervision, safety and emergency, records, handbooks, professional development activities, evaluation of teaching staff, and student assessment and reporting;
- vii. review the Offshore School's promotional or other informational materials published or supplied by the Authority, including information on the Authority's websites and sites that link with other programs and/or organizations to ensure that these materials are consistent with the Authority's British Columbia Program or Certified British Columbia Program, Student accommodation, facilities, student fees or other costs and school fee refund policy or other public statements;
- viii. review any other information that the Contractor considers relevant to the conduct of the inspection;
- ix. prepare a draft of requirements and recommendations for review with the staff principal and representatives of the Authority at a Closing Meeting to allow the Authority to have an opportunity to provide comments with respect to any issues identified during the inspection;

Educational Program:

- x. attend at a representative variety of classes to observe teaching methods;
- xi. examine all course outlines, yearly plans, course overviews, daily lesson plans, student assessment, and learning resource materials to assess whether the learning outcomes established by the Province are being met;
- xii. review instructional/subject time requirements, subject offerings, provincial learning outcomes (IRP implementation) to assess whether they meet Provincial requirements, including assessing:
 - i. the British Columbia Curriculum as defined in the Candidate or Certification Status Agreement;
 - ii. the subjects, instructional times, and learning outcomes meet the requirements established by the Province;
 - iii. the educational program meets the requirements established by the Province; and
 - iv. the graduation program enables the students to satisfy the graduation requirements established by the Province.

- xiii. assess whether the Offshore School's procedures for conduct of examinations meet the requirements established by the Province;
- xiv. assess whether the Offshore School's assessment and evaluation program demonstrates:
 - i. student progress in achieving intellectual, human, social and career development in accordance with the requirements established by the Province; and
 - ii. that educational programs are provided in accordance with the terms of the Candidate or Certification Status Agreement.
- xv. examine any other written material that the Contractor considers necessary to assess the provision of educational programs under the Candidate or Certification Status Agreement;
- xvi. review the school's English Language Learning (ELI.) assessment process and instruction;

Students:

- xvii. review student files and records, including reports out to parents or legal guardians of the students progress;
- xviii. examine student work and meets with students as appropriate;
- xix. examine evidence of additional support for students who do not meet the minimum scores established by the Principal for English language assessment;

Teachers:

- xx. verify the BC teacher certification status of all teaching staff;
- xxi. verify criminal record checks for all local staff; and
- xxii. review the written terms and conditions of employment for teaching staff at the school and confirm whether actual terms and conditions meet the written requirements.

PART 3. OUTCOMES:

1. Through the delivery of the Services the Province wishes to realize the following outcomes and, without limiting the obligation of the Contractor to comply with other provisions of this Part, the Contractor must use commercially reasonable efforts to:
 - (a) ensure that the Province has sufficient accurate and objective information upon which to base its decisions with respect to candidate status, certification status and continuation of certification status under the BC Offshore School Program(s) offered in the Offshore School inspected under this Agreement;
 - (b) ensure that the Province is provided with objective information and relevant advice necessary to inform the Province's decision making in fulfilling its responsibilities with respect to the BC Offshore School Program; and
 - (c) ensure that the integrity and good reputation of the BC Offshore School Program is maintained and enhanced during all aspects of the inspection.

The parties acknowledge that the Contractor does not warrant that these outcomes will be achieved.

Reporting requirements

2. The Contractor must,
 - (a) on or before, December 7, 2012, deliver to the Province his or her final report(s) setting out in detail the requirements and recommendations made during the inspections, with respect to the granting and continuation of Offshore School Candidate or Certification Status to the Offshore Schools;
 - (b) review and address any matters raised by the Province in response to the reports; and
 - (d) prepare the report(s) in a form and in the manner specified by the Province.

Schedule B – Fees and Expenses

1. MAXIMUM AMOUNT PAYABLE:

Maximum Amount: Despite sections 2 and 3 of this Schedule, \$10,475.00 is the maximum amount which the Province is obliged to pay to the Contractor for fees and expenses under this Agreement.

2. FEES:

Professional Fees: at a rate of \$17, \$21 per day for those days during the Term when the Contractor provides the Services, including the time during which the Contractor physically performs the inspection, as well as the time during which the Contractor drafts its report(s) to the Province.

Travel from the Contractor's home town to the city in which the first or only Offshore School to be inspected under this Agreement is located is to be calculated as one day for purposes of calculating fees.

Travel from the jurisdiction in which the last Offshore School is located to the Contractor's home town is to be counted as one day for purposes of calculating fees.

If the Contractor is required to travel between cities in each of which an Offshore School is located, travel between those cities is to be counted as one day for purposes of calculating fees.

Incidental Fee: a one-time fee of \$125 per school inspected will be paid to the Contractor in advance of travel for return travel from the Contractor's home jurisdiction during the Term when the Contractor provides the Services. All applicable visa application costs for the Contractor are to be covered by the incidental fee.

3. EXPENSES:

Expenses: A per diem paid in advance of travel for meals at a rate of \$115 per day will be paid to the Contractor for all of the days during the Term when the Contractor provides the Services while on out of country travel status, including paid travel days as outlined above.

All travel arrangements will be made by the Province in accordance with the foreign travel guidelines outlined in the Core Policy and Procedures Manual. This applies to travel between Canada and the city in which the Services are to be carried out and travel, if any, required within the destination country.

All accommodation arrangements will be made on behalf of the Contractor by the Authority in advance of the travel dates. The Authority will provide the Province with proof of payment in advance for all accommodation and the Province will provide a copy of the proof of payment to the Contractor. It is the Province's expectation that the Authority will provide accommodation in accordance with the foreign travel guidelines outlined in the Core Policy and Procedures Manual.

4. INVOICES:

Invoices: In order to obtain payment of any fees under this Agreement, the Contractor must submit to the Province a written invoice in a form satisfactory to the Province containing:

- (a) the Contractor's legal name and address;
- (b) the date of the invoice;
- (c) the Contractor's calculation of all fees claimed under this Agreement, including a declaration by the Contractor of all hours worked on each day;
- (d) the Contractor's calculation of any applicable taxes payable by the Province in relation to the Services;
- (e) a description of this Agreement;
- (f) an invoice number for identification; and
- (g) any other billing information reasonably requested by the Province.

5. PAYMENTS DUE:

Payments Due: Upon signature of this Agreement and receipt of a written invoice from the Contractor which satisfies the requirements outlined in Section 4 of this Schedule, the Province must pay the Contractor the incidental fee and per diem amounts in accordance with Sections 2 and 3 of this Schedule.

Within 30 days of the Province's receipt of both the Contractor's written invoice and final report delivered in accordance with Schedules A and B, the Province must pay the Contractor the fees and expenses (plus all applicable taxes) claimed in the invoice if they are in accordance with Schedules A and B.

Schedule C – Privacy Protection Schedule

Definitions

1. In this Schedule,
 - (a) “access” means disclosure by the provision of access;
 - (b) “Act” means the *Freedom of Information and Protection of Privacy Act* (British Columbia);
 - (c) “contact information” means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual; and
 - (d) “personal information” means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the Province and the Contractor dealing with the same subject matter as the Agreement but excluding any such information that, if this Schedule did not apply to it, would not be under the “control of a public body” within the meaning of the Act.

Purpose

2. The purpose of this Schedule is to:
 - (a) enable the Province to comply with the Province’s statutory obligations under the Act with respect to personal information; and
 - (b) ensure that, as a service provider, the Contractor is aware of and complies with the Contractor’s statutory obligations under the Act with respect to personal information.

Collection of personal information

3. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor may only collect or create personal information that is necessary for the performance of the Contractor’s obligations, or the exercise of the Contractor’s rights, under the Agreement.
4. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must collect personal information directly from the individual the information is about.
5. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must tell an individual from whom the Contractor collects personal information:
 - (a) the purpose for collecting it;
 - (b) the legal authority for collecting it; and
 - (c) the title, business address and business telephone number of the person designated by the Province to answer questions about the Contractor’s collection of personal information.

Accuracy of personal information

6. The Contractor must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Contractor or the Province to make a decision that directly affects the individual the information is about.

Requests for access to personal information

7. If the Contractor receives a request for access to personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province unless the Agreement expressly requires the Contractor to provide such access and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the

Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Correction of personal information

8. Within 5 Business Days of receiving a written direction from the Province to correct or annotate any personal information, the Contractor must correct or annotate the information in accordance with the direction.
9. When issuing a written direction under section 8, the Province must advise the Contractor of the date the correction request to which the direction relates was received by the Province in order that the Contractor may comply with section 10.
10. Within 5 Business Days of correcting or annotating any personal information under section 8, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Province, the Contractor disclosed the information being corrected or annotated.
11. If the Contractor receives a request for correction of personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Protection of personal information

12. The Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any expressly set out in the Agreement.

Storage and access to personal information

13. Unless the Province otherwise directs in writing, the Contractor must not store personal information outside Canada or permit access to personal information from outside Canada, except to the extent that the Contractor, while present in a foreign jurisdiction as part of the performance of the Services, utilizes a personal computer or similar device while gathering information as part of the performance of the Services.

Retention of personal information

14. Unless the Agreement otherwise specifies, the Contractor must retain personal information until directed by the Province in writing to dispose of it or deliver it as specified in the direction.

Use of personal information

15. Unless the Province otherwise directs in writing, the Contractor may only use personal information if that use is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

Disclosure of personal information

16. Unless the Province otherwise directs in writing, the Contractor may only disclose personal information inside Canada to any person other than the Province if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
17. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must not disclose personal information outside Canada.

Notice of foreign demands for disclosure

18. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.2 of the Act, if in relation to personal information in the custody or under the control of the Contractor, the Contractor:
- (a) receives a foreign demand for disclosure;
 - (b) receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a foreign demand for disclosure; or
 - (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a foreign demand for disclosure

the Contractor must immediately notify the Province and, in so doing, provide the information described in section 30.2(3) of the Act. In this section, the phrases "foreign demand for disclosure" and "unauthorized disclosure of personal information" will bear the same meanings as in section 30.2 of the Act.

Notice of unauthorized disclosure

19. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.5 of the Act, if the Contractor knows that there has been an unauthorized disclosure of personal information in the custody or under the control of the Contractor, the Contractor must immediately notify the Province. In this section, the phrase "unauthorized disclosure of personal information" will bear the same meaning as in section 30.5 of the Act.

Inspection of personal information

20. In addition to any other rights of inspection the Province may have under the Agreement or under statute, the Province may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect any personal information in the possession of the Contractor or any of the Contractor's information management policies or practices relevant to the Contractor's management of personal information or the Contractor's compliance with this Schedule, and the Contractor must permit and provide reasonable assistance to any such inspection.

Compliance with the Act and directions

21. The Contractor must in relation to personal information comply with:
- (a) the requirements of the Act applicable to the Contractor as a service provider, including any applicable order of the commissioner under the Act; and
 - (b) any direction given by the Province under this Schedule.
22. The Contractor acknowledges that he or she is familiar with the requirements of the Act governing personal information that are applicable to him or her as a service provider.

Notice of non-compliance

23. If for any reason the Contractor does not comply, or anticipates that he or she will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify the Province of the particulars of the non-compliance or anticipated non-compliance and what steps he or she proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

Termination of Agreement

24. In addition to any other rights of termination which the Province may have under the Agreement or otherwise at law, the Province may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

Interpretation

25. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
26. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
27. If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
28. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 30, the law of any jurisdiction outside Canada.
29. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.

Schedule D - Indemnity

The Province has agreed to grant this Indemnity, on the terms and conditions hereinafter set forth, to the Contractor:

1. The term of this Indemnity will be conclusively deemed to commence on the day upon which the Agreement first became effective and will end on the effective date of termination of the Agreement, provided however, this Indemnity will remain in full force and effect in respect of all acts and omissions covered hereunder occurring during the term.
2. Subject to sections 3, 4 and 6 of this Indemnity, the Province will indemnify and save harmless the Contractor from and against any and all claims, liabilities, losses, damages, costs, charges and expenses which the Contractor may sustain, incur or be liable for in carrying out the Contractor's obligations under the Agreement.
3. The Province will not be obligated to indemnify or save harmless the Contractor from and against any claim, liability, loss, damage, cost, charge, or expense arising out of any act, error or omission of the Contractor that results from the Contractor failing to act honestly or in good faith, or that arises out of any act, error or omission outside the course of the Contractor's obligations, or that arises out of act of negligence by the Contractor, or for any fine or penalty imposed on the Contractor by law, or arising out of a dishonest, fraudulent, criminal or malicious act.
4. The Province will not be obligated to indemnify or save harmless the Contractor in respect of any liability against which the Contractor is entitled to be indemnified pursuant to any valid and collectible policy of insurance. Where a partial indemnity is provided by such insurance the obligation of the Province will be limited to that portion of the liability for which an indemnity is not provided by such policy, subject to the conditions of this Indemnity.
5. In the event the Province indemnifies the Contractor in accordance with this indemnity, the Province will be subrogated to all rights of the Contractor.
6. Upon the Contractor becoming aware of any pending or threatened claim, action, suit or proceeding by which the Province could become liable under this Indemnity, written notice will be given by or on behalf of the Contractor to the Province as soon as is practicable.
7. Subject to section 6 of this Indemnity, the Province will defend, at its expense, any suit, action or proceeding against the Contractor that, if successful, would result in a liability contemplated by section 2 (except in respect of criminal proceedings or any liability for which the Contractor is entitled to be indemnified pursuant to any valid and collectible policy of insurance).
8. This Indemnity will be construed in accordance with and be governed by the laws of the Province of British Columbia.

Certification Status Inspection Report

BRITISH COLUMBIA PROGRAM

at

BIS CANADA

Sungnam-si, Republic of Korea

October 22-23, 2012

A. INTRODUCTION

On October 22-23, 2012 a Certification Inspection was completed on BIS Canada in Sungnam-si, Province of Gyeonggi, Republic of Korea, termed BIS or the School in this report. The purpose of this inspection was to determine whether the requirements for the British Columbia (BC) education program have been met, according to the *Offshore School British Columbia Program Certification Status Agreement*. The inspection team (the Team), appointed by the Director of International Education, British Columbia Ministry of Education (the Director) in accordance with the *Offshore School British Columbia Certification Status Agreement* (the Agreement), consisted of Terry Sullivan and James Beeke, Chair.

The School's BC Program has an enrolment of 278 students in Grades 1-11. All students in Grades 1-11 are enrolled in the BC Program.

During its visit to the School, the Team reviewed all 28 standards required in the *Offshore School British Columbia Program Certification Status Agreement*, and met with the School's Authority, Offshore Representative, BC Principal, BC Teachers and office staff.

The Authority, Mr. Dong-Young Seo, Owner and CEO, is responsible for the BC Program. The Authority also operates a Pre-School/Kindergarten and a Community Activity Center on different floors of the same building.

BIS describes its philosophy, objectives and special features as follows:

The broad purpose of BIS Canada is to deliver the BC curriculum to local students who would otherwise have to move to Canada to receive it. The

School's motto is: Developing Global Citizens Through Educational Excellence. The goal is to develop global thinkers within Korea who are better equipped, after completing their education within the BC system, to maintain and further Korea's development on the global stage and to build strong links with Canada.

BIS Canada will develop students to be global citizens who are deeply committed to the ideal of individual integrity. A sound mind and body coupled with strength of character and a strong moral purpose will be the embodiment of a BIS graduate. BIS Canada lays the foundation for students to think for themselves, to excel at higher education and ultimately, to be positive contributing members of the international community.

The Team would like to thank BIS Canada for its hospitality, cooperation and preparedness for the inspection visit.

B. INSPECTION ACCORDING TO BRITISH COLUMBIA OFFSHORE PROGRAM STANDARDS

The following reflects BIS Canada's compliance standing with the following standards/requirements of BC Offshore School Program certification. The actual requirement (as printed in the "Offshore School British Columbia Program Certification Status Agreement: Appendix to Schedule A" is printed below in ***bold italics*** with the Team's observations underneath each requirement.

- 1. The Authority seeking certification or to maintain certification under the BC Program must be a legal entity with the required powers and capacity to carry out the Authority's obligations under the Agreements.***

BIS Canada is a legal entity registered as a limited company with the Registration Department, Seongnam Branch, Suwon District Court: Registration

S21 The company was legally registered on December 3, 2009.

- 2. The Authority, subject to the prior written approval from the Province, must:***

- (a) Operate the School in accordance with the laws of the country, province, and city where it is located; and***
- (b) Provide a British Columbia Program for a minimum of six months prior to applying for Certification, and***
- (c) Receive verification from the Province that Candidate Status has been granted dated in the current school year or in the***

immediately proceeding school year; or that Certification has been granted for the current school year.

British Columbia, Canada (the Province) informed the Team that the School holds appropriate provincial verification for this certification inspection to take place, and that the Province has not received communication from any level of government with jurisdiction over the area in which the School is located indicating that there may be compliance related issues.

BIS Canada underwent its BC Candidate Status Review in February 2009 and its Certification Status Inspection in February 2010. Its most recent Certification Status Inspection was held on February 20-21, 2012.

The Team is not aware of any non-compliance issues with the country, province or city governments where the School is located (see 4. below for more details).

3. The Authority must have written approval to provide the British Columbia Program or a letter of no objection to the Authority providing the British Columbia Program from the appropriate government office responsible for education in the country, province, or city in which the School is located. The Province may request such verification documentation at any time during the term of the Agreement.

A Memorandum of Understanding was signed on May 20, 2008 between the Gyeonggi Provincial Office of Education and the British Columbia (BC) Ministries of Education and of Advanced Education regarding educational cooperation. While the School is registered as an “Hagwon” or “special, private or language school in Korea, the Team observed that a two-paged, detailed letter from the BC Inspector of Independent Schools outlining the nature and requirements of the BC Offshore School Certified Program was sent to the Mayor of Seongnam City and Chief of Gyeonggido Deongnam Office of Education on December 29, 2008. A reply letter was sent in January 2009 from the Mayor of Seongnam City to the BC Minister of Education that states: “We are aware that the Ministry of Education, British Columbia, Canada, is reviewing the BIS Canada language institute, in the jurisdiction of our citythe educational program certified by the British Columbian Government. We think that this will be a very beneficial opportunity to the students in our city ...” In addition, the Team noted that the School’s Registration document with the Superintendent of Gyeonggi-Do Seongnam Government of Education states: “Purpose: Total Education” for BIS Bundang International Language Institute.

It therefore appears that local governments and educational authorities have decided to license the School as a “Hagwan” or “special, private or language school”, but that local governments and educational authorities are aware of the nature and requirements of the BC Offshore School Program.

4. The Authority must appoint an individual to act as Offshore Representative for the Authority. This individual must be confirmed by the Province and must meet all the requirements set out in Paragraph 5 of the Agreement.

The Authority has secured the services of the Abbotsford School District as service-provider for the School. Judy Chapman has been appointed to serve as Offshore Representative. A letter signed by the Authority is on file at the School stating that she is authorized by the Authority to serve in all of the required functions of the Offshore Representative. Ms. Chapman has been approved by the Province and meets the requirements of Offshore Representative as specified in the Agreement. In addition, the Offshore Representative also assists with the recruitment and interviewing of teachers, as well as professional development planning and activities for the School.

The Offshore Representative has extensive experience in all levels of administration in schools and school districts.

5. The Authority’s facilities and equipment used in conjunction with the provision of a Certified British Columbia Program must, in the opinion of the Province, be adequate for the instructional purposes relating to the Classes of Certification held by the Authority.

The School leases and occupies three floors of an eight-storey building serving as a community recreation centre. The building is owned by the Bundang Social Welfare Center. The School occupies 16 classrooms, two Science labs, two Art rooms, library, gymnasium and change rooms, astro-turf indoor soccer area, roof-top playground, indoor golf, office areas and washrooms.

The building also houses a fitness club (to which teachers are granted free memberships/admissions) and a 250-seat auditorium. The swimming pool can be booked on a fee-paying basis.

The School completed extensive renovations this past year. The Team commends the School for its significant building-use improvements, cleanliness of the facility and its attractive displays of student work, enlarged photos and other art forms throughout the building.

The School's most recent fire inspection was completed on April 30, 2012. The School contracts with a local catering company to provide daily lunches. Records of the School's fire inspections and health inspections of the catering company are on file.

The School does not provide student dormitories but only offers a day school program.

6. *The Authority must provide the Province with data requested at the time and in the form required, including the Inspection Catalogue. All records and reports must be in English.*

The Authority, School Principal, and Offshore Representative submitted a complete inspection catalogue and provided well-organized binders of materials required during the inspection of the School.

7. *The Authority's Certified British Columbia Program, student accommodation, facilities, students fees or other costs, and school fee refund policy or other public statements must be consistent with any promotional or other informational material published or supplied by the Authority, including information on the Authority's websites and on sites that link with other programs and/or organizations.*

The School's information regarding its BC Program appears to be consistent between its application packet; website information; School policies; and Student, Parent and Staff Handbooks.

8. *The Authority must provide the Certified British Columbia Program in English, except for courses exempted in writing by the Province, and in a manner satisfactory to the Province.*

The BC Certified Program is delivered in English except for Korean Language and Culture and Mandarin courses. Exemption letters for Mandarin Language: Grades 6-11 dated October 11, 2012 and for Korean dated December 2, 2009 are on file.

9. *The Authority must verify that all students entering the Graduation Program or the Certified British Columbia Graduation Program have completed an English Language Assessment, which must be*

approved and administered under the supervision of the Principal or a British Columbia Certified Teacher, to demonstrate that the level of English language proficiency is sufficient to enable students to meet the learning outcomes of courses accredited in the Certified British Columbia Graduation Program and the requirements for a British Columbia Certificate of Graduation. The Authority may not use test results that are older than one year.

Tests for various levels of English competency have been created by BC administration and teaching staff. The tests are administered by English-speaking office staff and reviewed by the BC Principal or Vice-Principal, who also conduct an oral English interview. Admission decisions are made by the BC administrators.

Students who do not meet the minimal acceptance level are encouraged to improve their English proficiency before re-applying. Children, whose scores are near the minimum required are encouraged to participate in a summer English enhancement program.

10. The Authority must provide evidence of additional ELL support for students who do not meet the minimum scores set by the Principal for the English Language Assessment.

The school does not accept students who do not meet the minimum standards for English proficiency. However, the school is cognizant of its responsibility to meet the needs of all its students and to provide additional support in ELL where it is needed. The school employs two part time educational assistants who provide individual ELL instruction to those students needing additional support. Both education assistants are certified British Columbia teachers.

11. The Authority must have acquired sufficient resources, such as textbooks, a library and internet resources, to ensure that the learning outcomes for all courses offered within its Certified British Columbia Program can be met.

Educational Resources

Classroom visits confirmed that appropriate quantities of textbooks and resources have been provided to teachers in a timely manner. There was rich evidence of teachers using these resources and a variety of others in their classrooms.

School Library

The library contains approximately 7000 titles and it is intended to add more this year. Students were observed using the library and the internet access for research in the library.

Instructional Use of Technology

Technology for instruction was available to all teachers and each classroom is equipped with an LCD viewer and screen. Teachers are working to adapt the technology in creative ways to improve instruction.

The School currently has approximately 100 computers in its building for student, teacher and staff use.

Development Plans: Library and Technology

The school is continuing to add technology and resources to the Library to support curriculum delivery and research. Four additional computer stations will be added to the library this year.

Discussion took place with the administration regarding targeting funds to build a library that most fittingly matches the School's needs, e.g. building its fiction reading book collection to encourage age-appropriate reading and its non-fiction titles to enable students to do meaningful research. Books can be purchased that align with the subjects and grade levels in which teachers are planning for students to conduct research. On-line resources can also be pre-screened and pre-identified.

12. The Authority must ensure that the Principal of the Authority's Certified British Columbia Program holds a British Columbia Certificate of Qualification, has experience working in a Superintendent, Principal or Vice-Principal level, and has a minimum of three years of teaching experience in a school, preferably in British Columbia. The Principal must be delegated the necessary authority to fulfill the functions and duties set out in Paragraph 1.01(1) (b) of the Agreement for which the Principal is responsible.

The Principal meets these requirements: he holds a valid BC Certificate of Qualification, has 30 years of teaching and 27 years of school administration experience in BC schools. He is delegated sufficient authority to ensure that the

BC Program is implemented in a sound manner. The Principal is provided with 100% time for administration.

The Principal is also mentoring the School's Vice-Principal. The Principal is planning to return to Canada in the next year or two and the Vice-Principal is being trained to take over as Principal at such time. The two administrators work together on most administrative tasks.

Both the facility renovations to fit the BC program and the BC textbooks and other resources available in the School demonstrate strong support for the BC Program.

13. The Authority must, with respect to the Principal, all British Columbia Certified Teachers and person holding a Letter of Authorization, conduct appropriate background checks as required to ensure good character and fitness to be a teacher.

The School and School District Business Company conduct appropriate background checks on all prospective teachers and the School does so for other staff.

14. The Authority must employ only Authorized Persons to teach in the Certified British Columbia Graduation Program, except as set out in the Appendix to this Schedule. The Authority must employ only Authorized persons to teach in the Certified British Columbia K-9 program except for courses for which the Province has granted an exemption in writing.

The School currently employs 29 full-time teachers. One teacher is teaching on a valid BC Letter of Permission. All other teachers in the School hold valid BC Certificates of Qualification and are in good standing with the Teacher Regulation Branch of the BC Ministry of Education, with two exceptions. One exception is for a teacher of Korean language and culture and the other for a teacher of Mandarin. Exemption for the teacher of Korean was granted in a letter from the Inspector dated December 2, 2009, and an exemption for the teacher of Mandarin was granted by the Director in a letter dated October 11, 2012.

15. The Authority must ensure that only Authorized Persons plan, evaluate and provide instruction to students enrolled in a Certified British Columbia Program, and prepare and provide all reports sent

out to parents or legal guardians of students on the progress of those students, unless otherwise approved by the Province.

Only Authorized Persons (BC-certified teachers) serve in the roles described above. The School is in compliance with this standard.

16. The Authority must ensure that the terms and conditions of employment for all British Columbia Certified Teachers are set out in writing at the time the offer of employment is made, the offer of employment to all British Columbia Certified Teachers is in writing and that it includes the following information:

- (a) hours of work,***
- (b) the duties of the British Columbia Certified Teacher,***
- (c) the teaching assignment,***
- (d) accommodation provided or available,***
- (e) length of school day,***
- (f) length of School Year,***
- (g) salary and benefits,***
- (h) travel arrangements,***
- (i) medical expenses,***
- (j) applicable work permits.***

The teachers' contracts issued by the School are in compliance with this standard. No teacher expressed concerns to the Team regarding contract compliance issues or unfair treatment.

17. The Authority's Certified British Columbia Program must meet the British Columbia Ministry of Education's current and future requirements for internet connectivity, computer hardware/software, and printer capabilities to ensure efficient electronic transfer and printing of such items as student and British Columbia Certified Teacher registration data, Grade 10, 11 and 12 student courses and marks, and Graduation Program Provincial Examinations. (Schedule "D" lists acceptable product names for electronic and internet connectivity requirements). An Authority may only use a different system with the written approval of the Province. The Province will inform the Authority of changes to requirements which would apply for subsequent School Years.

The School's student information system is Power School. The School is awaiting the Ministry decision on a new student information system. The School uses the Ministry TRAX System to transfer required data to the Ministry. The

School meets the technological requirements for the Ministry of Education e-exams.

The Province informed the Team that it has no compliance-related issues with the School regarding this standard.

18. The Authority must have policies and procedures related to the provision of a Certified British Columbia Program, including but without limiting the foregoing, policies and procedures pertaining to student discipline, student admission, parental appeals, student supervision and evaluation of the teachers teaching in the BC Program or Certified BC Program, as the case may be, and for the Principal.

The Team verifies that all of the above policies are in place and communicated appropriately in Student, Parent and/or Staff Handbooks.

19. The Authority's Certified British Columbia Program must offer the British Columbia Curriculum and meet the subject, instructional time, and learning outcome requirements set out in Sections 1.1 to 6 of Ministerial Order 41/91, the Educational Standards Order enacted under the Independent School Act, and enactments referred to in that order as such are applicable to the Classes of Certification held by the Authority.

Yearly course overviews were reviewed from each teacher on staff. All course overviews were comprehensive and included references to content, provincial learning outcomes, descriptions of teaching strategies, as well as assessment techniques and indicators. The plans were well-organized and showed evidence of extensive preparation.

The Grade 1 to 9 Program exceeds the required instructional time of 850 hours per year and the grade 10 and 11 program exceeds the minimum required by 100 hours per year.

20. The Authority must ensure that it provides to all students enrolled in its Certified British Columbia K-9 Program an educational program that meets the requirements set out in Section 4 of Ministerial Order 41/91, the Educational Standards Order enacted under the Independent School Act.

Primary Program (Grades 1-3)

All classrooms and teachers in the Grades 1 – 3 Program were visited. Informal discussions took place with each teacher.

No Kindergarten program is offered by the School.

The yearly course overviews for each teacher were reviewed prior to visiting classrooms. Classroom visitations confirmed that the British Columbia curriculum was being delivered in a manner consistent with the yearly plans for each teacher. Yearly course overviews were aligned with the British Columbia Learning Outcomes and included a variety of appropriate teaching strategies and assessment practices. A number of course overviews were linked to BC Performance Standards.

Language Arts

Teachers were observed using a variety of BC resources in their classrooms. They were working with students in groups and individually for reading. Considerable effort on the part of staff is evident in order to make their classrooms attractive and informative

Mathematics

The Math program is being delivered using appropriate textbooks and resources. Students were observed working in groups and individually. Children were performing well in Math.

Some students were also receiving additional support from the Educational Assistants, who are BC-certified teachers.

Science and Social Studies

Delivery of Science and Social Studies follow the BC program. Group work, question and answer techniques, integrated technological approaches and flipped classroom strategies were observed when teachers were delivering the BC program.

Fine Arts

The School has a dedicated Art teacher for Grades 4 to 9 and has two Art rooms. Programs are also offered in Drama.

Health and Career Education

Health and Career Education are offered throughout the week by classroom teachers in Grades 1 to 7 and by the Physical Education Teacher and Academic Advisor at the Grade 8 and 9 levels.

Physical Education

The PE program for primary and intermediate students is delivered by specialist teachers. The program is aligned with provincial learning outcomes

Daily Physical Activity

Daily Physical Activity (DPA) is integrated into daily schedules at the Grades 1 to 7 levels.

Intermediate Program (Grades 4-9)

All classrooms and teachers in the Grades 4 – 9 Program were visited and informal discussions took place with each teacher.

The yearly course overviews for each teacher were reviewed prior classroom visitations. Classroom visitations confirmed that the British Columbia curriculum was being delivered in a manner consistent with the yearly plans for each teacher. Yearly overviews were aligned with the British Columbia learning outcomes and included a variety of teaching strategies and assessment practices.

Language Arts

Teachers were observed using a variety of BC resources in their classrooms. They were also working with students in groups and utilizing student presentations like readers' theatre as well as other collaborative approaches.

Mathematics

Teachers were using appropriate textbooks and resources in the classroom and implementing a variety of creative and innovative teaching strategies. Group work and individual approaches were observed.

Science and Social Studies

Grades 4 to 9 classes have access to the Science lab. A textbook series that incorporates the provincial learning outcomes is used to deliver the curriculum and is supplemented by other resources.

Fine Arts

Student Art work is noticeable in the School. Students were also observed enjoying the Drama program.

Health and Career Education

Health and Career Education is provided as part of the weekly plan. The delivery of the program is reflective of provincial learning outcomes.

Discussion took place with the administrators regarding the School's current practice to integrate Health and Career topics across the curriculum. When

choosing to do this, a Health and Careers course overview should be created that demonstrates where various curriculum units and concepts are taught and assessed.

Physical Education

Students are fortunate to have two Physical Education specialists on staff. Students also have access to a full size gymnasium as well as other physical education activity areas.

Daily Physical Activity

Daily physical activity is part of the weekly program. Teachers have access to a variety of spaces including the gym and other activity areas to deliver the program. Time is scheduled for swimming, using a pool located in the same building.

The Team was impressed with the amount of English being spoken by students in the School throughout the day, including recesses and noon hours.

21. The Authority must provide to all students enrolled in its Certified British Columbia Graduation Program a Graduation Program that will enable students to satisfy British Columbia graduation requirements, as specified in Ministerial Order 302/04, the Graduation Program Order enacted under the School Act.

BC Graduation Program courses provided include: Math 10, Math 11, Honours Math 10, Honours Math 11, Science 10, Biology 11, Chemistry 11, Physics 11, Social Studies 10, Social Studies 11, English 10 and English 11.

Next school year the School intends to extend the program to include Grade 12 and to add the courses necessary to complete the BC Graduation Program. Planning for this appears to be well in hand to enable its first Grades 12 students to graduate with BC high school Dogwood diplomas next school year.

The secondary program utilizes a linear timetable. Secondary teachers are all specialist teachers and students move from class to class to receive their instructional program.

Planning 10 is delivered by one teacher as a linear course. The School offers one BAA course, approved by the Ministry, which is Visual Arts Media 11. Two course equivalencies have been requested for courses completed before enrolling in the BC Program. They are French 11 and French 12. The School follows the BC Ministry's guidelines regarding course equivalency.

Each class and teacher was visited while teachers were delivering the program. Instruction provided is consistent with provincial learning outcomes and appropriate BC textbooks and resources are used. New Science lab facilities were added this year for Chemistry and Physics.

Teachers were observed using a variety of teaching approaches including lecture, group work, integrated technology, questions and answer, student presentations, project work and collaborative learning approaches.

Students were observed doing lab work in the Science labs and internet research in the library.

22. The Authority must:

- (a) provide a course overview for each course in the Certified British Columbia Program accredited towards the British Columbia Certificate of Graduation that includes content, planning for assessment (teaching strategies), achievement indicators (assessment methods) and link with the British Columbia Curriculum learning outcomes, and***
- (b) ensure that no significant discrepancies between school grades and provincial exams results occur; and***
- (c) use the British Columbia Ministry of Education's British Columbia Performance Standards in reading, writing, and numeracy as an assessment tool for students in Kindergarten to Grade 9 of the Certified British Columbia Program.***

Comprehensive course overviews were provided for each course and grade in the school. Each overview included a separate column for content, provincial learning outcomes pertinent to the particular course and grade level, planning and teaching strategies related to the learning outcomes and assessment practices related to the teaching strategies and plans.

A review of the provincial exam data demonstrated that the overall student performance on Grade 10 provincial examinations was strong, especially since this was the first year that students at BIS wrote provincial examinations. Exam mark averages for Math 10 and Science 10 were significantly above the provincial average while English 10 was very close to the provincial average. There was a strong correlation in Science 10 between exam and class marks, but with Math 10 students school marks were significantly lower than provincial exam scores, but English 10 school marks were considerably higher.

Although the BC Performance Standards were not referenced directly in most of the yearly plans, it was clear from discussions with teachers and the descriptors in a number of the assessment indicators that teachers have a working knowledge of them. The Team encourages the teaching staff to more clearly document its use of performance standards in the assessment components of their yearly course overviews.

23. The Authority must ensure that all students, before being eligible to receive a British Columbia Certificate of Graduation, participate, in accordance with the direction of the Province, in Provincial Examinations for all courses that the Provincially examinable under the School Act, unless exempted by the Province in writing, and it establishes and maintains, to the satisfaction of the Province, an assessment and evaluation program.

(a) that demonstrates student progress in achieving intellectual, human, social, and career development,

(b) that includes the Provincial Examinations, and

(c) that demonstrates that all the students are taught in accordance with this Schedule.

BIS Canada added Grade 11 to its program this school year and next year it plans to add Grade 12. Students wrote provincial examinations last year in Grade 10 during the month of June. Provincial exams were written in English 10, Foundations of Math and Pre-Calculus 10 and Science 10, which are the required provincial examinable courses for the British Columbia graduation program at the Grade 10 level.

In addition to the results of provincial examinations, the review of the yearly course overviews for teachers instructing at the Grade 10 level indicated that effective planning and incorporating of course content, teacher strategies, variety of assessment practices and linking with the provincial learning outcomes was being done in a manner that fosters intellectual, human, social, and career development.

Students are being taught in accordance with the requirements of the Agreement.

24. The Authority must provide a student report card that reflects all courses accredited in the Certified British Columbia Program and/or

that are counted towards a British Columbia Certificate of Graduation. The Authority must document its frequency of reporting out on student achievement and how this information is shared with parents or legal guardians.

Student reports cards are issued four times a year. Report cards are followed by parent-teacher interviews on three of these reporting periods. Teachers indicated during classroom visitations that parents, who could not speak English, provided their own interpreters at these meetings, and that there has not been a problem with parents being able to do this. Report card documentation was examined, and DPA is referenced in the reports cards.

25. The Authority must maintain Student Records for each student enrolled in a Certified British Columbia Program.

Student Records are maintained for each enrolled student. Student records included Permanent Student Record Cards (#1704); registration information; medical, health and emergency information (updated annually); copies of past report cards; and signed provincial consent for the collection, use and disclosure of information.

26. The Authority must have in place policies for evaluations of Authorized Persons and evidence of completed evaluations placed in Authorized Persons' files when the Authority has operated the Certified British Columbia Program for more than one year. Files relating to on-site Authorized Persons must also include copies of British Columbia Certificate of Qualification or Letter of Permission, as applicable, satisfactory criminal record check documents and copies of contracts of employment between the Authority and Authorized Persons.

The Team noted that teachers' files included: completed teacher evaluations, teacher contracts, teacher passports and work visas, and copies of BC teacher certification. The administration was informed of the need to include copies of TRB issued COQs as they are currently being sent to teachers. All non-teaching staff working in the presence of children has a criminal record check on file. These CRCs are issued by appropriate authorities in Korea, as all non-teaching staff are Korean.

27. The Authority's Certified British Columbia Program must undergo an annual on-site inspection by the Province in order to maintain Certification. The inspection will include inspection of any School District Business Company website and records where such School

District Business Company is under contract with the Authority to provide and deliver a Certified British Columbia Distributed Learning Program. The Province-appointed inspection team will inspect the Authority's facilities, grounds and equipment used in conjunction with delivering the Certified British Columbia Program, records, administration, operations, teachers, and student academic achievement, and all other items necessary to verify that all requirements for Certification are met and to ensure continuity and sustainability of the delivery of a Certified British Columbia Program.

The School does not offer any credits via distributed learning.

In response to five recommendations (listed in *italics* on the School's 2011-12 school year BC Inspection Report), please note the following:

1. That the School take necessary steps to meet safety and chemical storage requirements for the Science Lab ASAP.

The Team observed a new, ventilated, lockable chemical storage unit in place in the newly remodelled Science lab/storage room.

2. That the school keep documentation on file relating to having their Korean Language program exempted under the terms of the Agreement.

Exemption letter issued by the Inspector of Independent Schools: BC Ministry of Education dated December 2, 2009 is on file.

3. That the School take steps to ensure that all classes are taught by BC Certified teachers.

The School is in compliance with this requirement. See section #14 of this Report for more details.

4. That the school develop and document a program to ensure that the DPA requirements for kindergarten to Grade 7 are being met.

School planning and timetables demonstrate that Grade 1-7 DPA requirements are being met.

5. That the School informs the Ministry of Education when all staff files contain signed copies of consent forms relating to the Freedom of Information and Protection of Privacy Act.

Teacher files contained signed copies of consent forms relating to the *Freedom of Information and Protection of Privacy Act*.

28. The Authority must provide the Province with a letter acknowledging that it will provide assistance in respect of applications for Canadian study permits for graduates from the Certified British Columbia Program and tracking of graduates' post-secondary careers in accordance with the Province's directions. In particular, the Authority commits itself to distributing the Province's form entitled "Consent to Collect, Use and Disclose Personal Information" to all students when they enrol in the Graduation Program, keep the signed form in each student's Student Record and notify the Director in respect of when these forms are in the files.

The School is currently offering the BC Program in Grades 1-11, so it has not yet provided the Province with a letter acknowledging that it will provide assistance in respect of applications for Canadian study permits for graduates from the Certified British Columbia Program and tracking of graduates' post-secondary careers in accordance with the Province's directions. This should be done next school year (2013-14) as the School plans to graduate its first grade 12 students in June 2014.

C. PROMISING PRACTICES, REQUIREMENTS AND SUGGESTIONS

Promising Practices

The Inspection Team wishes to recognize the Authority, Principal and staff of BIS Canada for the:

- Positive, supportive, family-like school environment at the School where all are committed to the success of every student and welfare of every staff member. Students and staff are happy to be at BIS Canada.
- Pleasant, effective, servant leadership style administration implemented at the School.

- Strong BC curriculum program: demonstrated by thorough course overview planning; pleasant on-task classroom learning environment and overall positive assessment results.
- Functional, clean and attractively-decorated school facility (including recent extensive remodelling) and sufficient learning resources to enable delivery of the BC Program in a multi-dimensional/experiential manner.
- Cooperative and supportive working relationships between School Authority, administration and Offshore Representative (e.g. teacher pro-d and teacher mentor/buddy system provided by Offshore Representative).

Requirements and Suggestions:

- None.

D. SUMMATIVE RECOMMENDATION

The Offshore Inspection Team recommends to the Director of International Education that the British Columbia Program offered at BIS CANADA continue to be recognized as a British Columbia Certified Program.

Certification Status Inspection Report

BRITISH COLUMBIA PROGRAM

at

BC Collegiate Canada

Seoul, Republic of Korea

October 24-25, 2012

A. INTRODUCTION

On October 24-25, 2012 a Certification Inspection was completed on BC Collegiate Canada, in Seoul, Republic of Korea (termed the School or BCCC in this report). The purpose of this inspection was to determine whether the requirements for the British Columbia (BC) education program have been met, according to the *Offshore School British Columbia Program Certification Status Agreement*. The Inspection Team (the Team), appointed by the Director of International Education, British Columbia Ministry of Education (the Director) in accordance with the *Offshore School British Columbia Program Certification Status Agreement* (the Agreement), consisted of Terry Sullivan and James Beeke, Chair.

The School's BC Program has an enrolment of 203 students in Grades K-8. The School and its building facility solely house the BC Program.

During its visit to the School, the Team reviewed all 28 standards required in the *Offshore School British Columbia Program Certification Status Agreement*, and met with the School's Authority, Offshore Representative, BC Principal and BC Teachers.

The Authority, BCA Canada, Inc., is responsible for the BC Program. The Authority does not offer any additional educational programs.

The School's BC Program's philosophy, objectives and special features would include the School's Three "A" Pillars: Academics, Athletics and Arts. BCCC supports these three pillars by promoting implementation of current technology and responsible citizenship.

BC Collegiate Canada's goal is that its students/graduates would be: hard workers, effective communicators, collaborators, team players, technology leaders, life-long learners, innovators, responsible citizens and global citizens.

The Team would like to thank BC Collegiate Canada for its hospitality and cooperation during the inspection visit.

B. INSPECTION ACCORDING TO BRITISH COLUMBIA OFFSHORE PROGRAM STANDARDS

The following reflects BC Collegiate Canada's compliance standing with the following standards/requirements of BC Offshore School Program certification. The actual requirement (as printed in the *Offshore School British Columbia Program Certification Status Agreement: Appendix to Schedule A*) is printed below in ***bold italics*** with the Team's observations underneath each requirement.

- 1. The Authority seeking certification or to maintain certification under the BC Program must be a legal entity with the required powers and capacity to carry out the Authority's obligations under the Agreements.***

The Authority, BCA Canada, Inc. is a legal entity registered as an incorporated company with the Seochogu Office: Business License S21 established January 29, 2007.

- 2. The Authority, subject to the prior written approval from the Province, must:***
 - (a) Operate the School in accordance with the laws of the country, province, and city where it is located; and***
 - (b) Provide a British Columbia Program for a minimum of six months prior to applying for Certification, and***
 - (c) Receive verification from the Province that Candidate Status has been granted dated in the current school year or in the immediately proceeding school year; or that Certification has been granted for the current school year.***

British Columbia, Canada (the Province) informed the Team that the School holds appropriate provincial verification for this certification inspection to take place, and that the Province has not received communication from any level of government with jurisdiction over the area in which the School is located indicating that there may be compliance related issues.

BCA Canada was granted *Selected Applicant Status* by the BC Ministry of Education in April 2011. The School commenced operation in September 2011 and successfully completed a *Candidate Status Review* on November 2, 2011. Its first *Certification Status* inspection was conducted on February 23-24, 2012.

The Team is not aware of any non-compliance issues with the country, province or city governments where the School is located (see 3. below for more detail).

3. *The Authority must have written approval to provide the British Columbia Program or a letter of no objection to the Authority providing the British Columbia Program from the appropriate government office responsible for education in the country, province, or city in which the School is located. The Province may request such verification documentation at any time during the term of the Agreement.*

The Province informed the Team that the School has demonstrated compliance with this requirement. The Province has not received communication from any level of government with jurisdiction over the area in which the School is located indicating that there may be compliance related issues.

A Memorandum of Understanding was signed on May 20, 2008 between the Gyeonggi Provincial Office of Education and the British Columbia (BC) Ministries of Education and of Advanced Education regarding educational cooperation. While the School's Korean Certificate of Institute Establishment and Operation (Issue No. 9628; August 31, 2011) states that the School's objectives are to *Teach Foreign Language and Support Regular School Subjects*, the local government issued this license after visiting the School and understanding that it is teaching the full BC Program in English to Korean students. It therefore appears that the local government has decided to license the School as a "Hagwon" or "special, private or language school," but that the local government and education authorities are aware of the nature and requirements of the BC Offshore School Program.

4. *The Authority must appoint an individual to act as Offshore Representative for the Authority. This individual must be confirmed by the Province and must meet all the requirements set out in Paragraph 5 of the Agreement.*

The Authority has secured the services of *Offshore Education Ltd* as service-provider for the School. Dave Maljaars has been appointed to serve as Offshore Representative. A letter signed by the Authority is on file at the School stating that he is authorized by the Authority to serve in all of the required functions of the Offshore Representative. Mr. Maljaars has been approved by the Province

and meets the requirements of Offshore Representative as specified in the Agreement. In addition to all of the required functions, the Offshore Representative also assists with interviewing of teacher applicants and providing consultant-type services for the administration. The Offshore Representative has extensive experience in BC education, both as a teacher and administrator.

The Offshore Representative, however, is contracted by the Service Provider and not by the School Authority. A letter has therefore been written and signed by the Authority (and mailed to the Director) which states that the Offshore Representative has “full authority to represent and legally commit the School Authority in all communications and dealings with the Province.”

5. The Authority’s facilities and equipment used in conjunction with provision of a Certified British Columbia Program must, in the opinion of the Province, be adequate for the instructional purposes relating to the Classes of Certification held by the Authority.

BC Collegiate Canada is housed in a 9-floor building (2 floors below ground and 7 above) built in 2005 as a British International Kindergarten school and since renovated for School purposes. The building is owned by the Authority.

The School building is a 4588 square meter (49,400 sq. ft.) facility on a 1000 square meter (10,600 sq. ft.) lot. The building is roughly divided into an administration/specialty classroom wing, and a regular classroom wing. The facility includes 12 regular classrooms, library, gymnasium, indoor soccer area, cafeteria, Music room, Art room, Science lab and multi-purpose room, as well as offices, washrooms, common areas and storage rooms.

The Team observed a recently-renovated building that included considerable glass areas with lots of natural light. Attractive displays of student work were observed throughout the building.

The facility is suitable for housing the BC Program. The School does not provide any student dormitory facilities.

The School’s most recent fire inspection was completed on August 17, 2011. The School contracts with a local catering company to provide daily lunches. The catering company is licensed by the Seocho-gu Office and must pass its inspections as a meal service provider. Monthly elevator inspections are conducted and student safety insurance is provided.

6. The Authority must provide the Province with data requested at the time and in the form required, including the Inspection Catalogue. All records and reports must be in English.

The Authority, Principal and Offshore Representative submitted a complete inspection catalogue and provided well-organized binders of necessary materials during the inspection of the School.

- 7. *The Authority's Certified British Columbia Program, Student accommodation, facilities, students fees or other costs, and school fee refund policy or other public statements must be consistent with any promotional or other informational material published or supplied by the Authority, including information on the Authority's websites and on sites that link with other programs and/or organizations.***

The School's information regarding its BC Program appears to be consistent between its application packet; website information; School policies; and Student, Parent and Staff Handbooks.

- 8. *The Authority must provide the Certified British Columbia Program in English, except for courses exempted in writing by the Province, and in a manner satisfactory to the Province.***

The BC Certified Program is delivered in English except for Korean Language courses. Exemption letter from the Director for Korean Language Arts: Grades 5-8 dated October 11, 2012 is on file. The School also offers Mandarin as a co-curricular course.

- 9. *The Authority must verify that all students entering the Graduation Program or the Certified British Columbia Graduation Program have completed an English Language Assessment, which must be approved and administered under the supervision of the Principal or a British Columbia Certified Teacher, to demonstrate that the level of English language proficiency is sufficient to enable students to meet the learning outcomes of courses accredited in the Certified British Columbia Graduation Program and the requirements for a British Columbia Certificate of Graduation. The Authority may not use test results that are older than one year.***

The English Language Proficiency Test is monitored by the Head of Admissions and the BC Principal. The student first completes the online test and the written component (Grades 4-8) under the supervision of the Head of Admissions in the Admissions Office. The student then meets the BC Principal for the in-person interview to determine English fluency, behavior, and character. The BC Principal reviews the student file and makes an admissions decision, signing the

student application and indicating grade placement, date, and any special conditions (i.e. waitlist). For younger students, the appropriate grade-level teacher may be asked to conduct the interview.

10. The Authority must provide evidence of additional ELL support for students who do not meet the minimum scores set by the Principal for the English Language Assessment.

The School does not accept students who do not meet the minimum standards for English proficiency. Students who do pass the test but reveal after they are enrolled that they do need ELL support are assisted by a teacher assigned this role on a part-time basis.

11. The Authority must have acquired sufficient resources, such as textbooks, a library and internet resources, to ensure that the learning outcomes for all courses offered within its Certified British Columbia Program can be met.

Educational Resources

Each classroom and each teacher was visited and teachers confirmed that they are provided with the resources they need to implement the British Columbia program. Each teacher has also been provided with a laptop (MacBook Pro) where they store their daily and weekly plans, as well as student assessments. Supplemental learning resources were evident in classrooms.

School Library

Students were observed using the library and teachers scheduled their classes for library visits to take out books. Students were allowed to take out three titles at a time. There are four computers in the library with internet access for research.

Instructional Use of Technology

Internet is available in all classrooms and all classrooms were equipped with LCD viewers and screens. The use of this technology in classrooms is pervasive. The curriculum is being enriched through technology. Students bring their own devices to school and teachers have planned strategically to incorporate individual student technology with instruction.

Development Plans: Library and Technology

The School is continuing to add technology and resources to the Library to support curriculum delivery and research as resources become available. The School plans to continue with its 1:1 program (1 computer per student) presently in place in the Middle School as the School expands into the secondary grades.

Discussion took place with the administration regarding targeting funds to build a library that most fittingly matches the School's needs, e.g. building its fiction reading book collection to encourage age-appropriate reading and its non-fiction titles to enable students to do meaningful research. Books can be purchased that align with the subjects and grade levels in which teachers are planning for students to conduct research. On-line resources can also be pre-screened and pre-identified.

12. The Authority must ensure that the Principal of the Authority's Certified British Columbia Program holds a British Columbia Certificate of Qualification, has experience working in a Superintendent, Principal or Vice-Principal level, and has a minimum of three years of teaching experience in a school, preferably in British Columbia. The Principal must be delegated the necessary authority to fulfill the functions and duties set out in Paragraph 1.01(1)(b) of the Agreement for which the Principal is responsible.

The Principal meets these requirements: he holds a valid BC Certificate of Qualification, has 12 years of teaching and 5 years of school administration experience in BC offshore schools. He has been delegated sufficient authority to ensure that the BC Program is implemented in a sound manner. Facility renovations to fit the BC program and BC textbooks and other resources available in the School demonstrate strong support for the BC Program.

The Principal and Vice-Principal are both allotted 100 percent time for administration. Job descriptions that clarify the roles of each are in place.

Plans are in place for the Offshore Representative to evaluate the Principal this school year.

13. The Authority must, with respect to the Principal, all British Columbia Certified Teachers and persons holding a Letter of Authorization, conduct appropriate background checks as required to ensure good character and fitness to be a teacher.

The School, with the Offshore School Representative, conducts appropriate background checks on all prospective teachers and the School does so for non-teaching staff.

14. The Authority must employ only Authorized Persons to teach in the Certified British Columbia Graduation Program, except as set out in the Appendix to this Schedule. The Authority must employ only

Authorized persons to teach in the Certified British Columbia K-9 program except for courses for which the Province has granted an exemption in writing.

BCCC currently employs 16 teachers. All except two teachers hold valid Certificates of Qualification (COQ). These two teachers are still awaiting issuance of their COQs from the Teacher Regulation Branch (TRB). Details are as follows:

- Teacher #1 teaches Grade 2.

S22

S22

S22 The School reported that the final required document was sent in to the TRB on October 14, 2012. It appeared that emails from the TRB affirmed this to be correct. Arrangements have now been put into place for the Principal and Vice-Principal (who currently both have 100 percent of their time designated for administration) to serve as teachers of this class until this teacher's BC Certificate of Qualification (TOC) is issued. The Principal and Vice-Principal will document how they are responsible for the educational program in this Grade 2 classroom, including responsibility for instructional planning, delivery of instruction, supervision of instruction, student evaluation and report writing (as noted in #14 of the *Inspection Catalogue for Offshore School Program Certification*).

- Teacher #2 teaches Korean language.

S22

S22

S22 Arrangements have now been made to use a local Korean-certified teacher to serve as teacher of Korean until this teacher's COQ is issued. Permission to teach Korean courses in the Korean language, using a Korean-certified teacher has been granted by the Director in a letter dated October 11, 2012 (according to section 5. (c) of the Appendix to Schedule A of the *British Columbia Offshore School Program Certification Agreement*).

The School must notify the Director, as soon as possible, when the two teachers listed in Appendix A of this Report have received valid Certificates of Qualification issued by the Teacher Regulation Branch. Should their COQs not be received by November 30, 2012, a report must be forwarded to the Director outlining the reasons why, with a revised plan explaining how the teacher positions will be filled for the balance of the school year.

All other teachers in the School hold valid BC Certificates of Qualification and are in good standing with the Teacher Regulation Branch of the BC Ministry of Education.

The School is firmly committed to do all in its power in the future to hire BC-certified teachers earlier in order to avoid these types of non-compliance situations in the early months of the school year.

15. The Authority must ensure that only Authorized Persons plan, evaluate and provide instruction to students enrolled in a Certified British Columbia Program, and prepare and provide all reports sent out to parents or legal guardians of students on the progress of those students, unless otherwise approved by the Province.

With the changes described in #14 above, only Authorized Persons (BC-certified teachers) serve in the teacher roles described above and the School is therefore in compliance with this requirement.

16. The Authority must ensure that the terms and conditions of employment for all British Columbia Certified Teachers are set out in writing at the time the offer of employment is made, the offer of employment to all British Columbia Certified Teachers is in writing and that it includes the following information:

- (a) hours of work,***
- (b) the duties of the British Columbia Certified Teacher,***
- (c) the teaching assignment,***
- (d) accommodation provided or available,***
- (e) length of school day,***
- (f) length of School Year,***
- (g) salary and benefits,***
- (h) travel arrangements,***
- (i) medical expenses,***
- (j) applicable work permits.***

Teachers' contracts, issued by the School, missed a few of the required items listed above. The School will amend their next contract accordingly and advise the Director that this has been done by February 1, 2013. No teacher expressed concerns to the Team regarding contract compliance issues or unfair treatment.

17. The Authority's Certified British Columbia Program must meet the British Columbia Ministry of Education's current and future requirements for internet connectivity, computer hardware/software, and printer capabilities to ensure efficient electronic transfer and printing of such items as student and British Columbia Certified Teacher registration data, Grade 10, 11 and 12 student courses and marks, and Graduation Program Provincial Examinations. (Schedule "D" lists acceptable product names for

electronic and internet connectivity requirements). An Authority may only use a different system with the written approval of the Province. The Province will inform the Authority of changes to requirements which would apply for subsequent School Years.

BCCC has selected Power School as its Student Information System. While this system it is not on the recommended list in Schedule D, the Team was informed that transfer of student information to the Ministry is working well as a result of a software patch created by the Offshore Representative.

The Province informed the Team that it has no compliance-related issues with the School regarding this standard.

18. The Authority must have policies and procedures related to the provision of a Certified British Columbia Program, including but without limiting the foregoing, policies and procedures pertaining to student discipline, student admission, parental appeals, student supervision and evaluation of the teachers teaching in the BC Program or Certified BC Program, as the case may be, and for the Principal.

The Team verifies that all of the above policies are in place and communicated appropriately in either Student, Parent or Staff Handbooks.

19. The Authority's Certified British Columbia Program must offer the British Columbia Curriculum and meet the subject, instructional time, and learning outcome requirements set out in Sections 1.1 to 6 of Ministerial Order 41/91, the Educational Standards Order enacted under the Independent School Act, and enactments referred to in that order as such are applicable to the Classes of Certification held by the Authority.

All teachers submitted yearly course overviews for their courses or grades. The overviews for all teachers were extensively reviewed. They contained the BC course content, linkage with provincial learning outcomes, teaching strategies and methods of assessment. Yearly course overviews were comprehensive and well-organized.

Instructional time requirements were being met or exceeded. The full-day Kindergarten program exceeds the minimum time required by 195 hours and the Grade 1 to 8 program exceeds the minimum 850 hours required by 258 hours.

20. The Authority must ensure that it provides to all students enrolled in its Certified British Columbia K-9 Program an educational program

that meets the requirements set out in Section 4 of Ministerial Order 41/91, the Educational Standards Order enacted under the Independent School Act.

Primary Program (K-3)

Each teacher in the Primary Program was visited in their classroom while they were delivering the program. Daily and weekly lesson plans were reviewed as were assessment methods and actual results. While BC Performance Standards were not referenced in many of the yearly plans, teachers are referencing them in their program delivery or using rubrics based on the Performance Standards. Teacher and student timetables were also reviewed and instructional time was found to exceed the BC requirement of 850 hours.

Language Arts

The Language Arts textbook series being used to deliver the Primary Program follows the IRP. Students are provided with additional language ELL support on an individual pull-out basis or during recess or noon hours as required. Classrooms are attractively organized with curricular and student material.

Mathematics

The textbook series used for Mathematics also follows the IRP. A variety of Math resources were observed in the classrooms and students were involved in group activities, Math games, question and answer techniques and activities with individual workbooks.

Science and Social Studies

Students have access to the Science lab and teachers are integrating technology in their classrooms, using it in Science instruction in the early grades. Science and Social Studies IRPs are followed to achieve the provincial learning outcomes.

Fine Arts

The School has a dedicated Art teacher who is COQ certified. The School also has a dedicated Art room. Students are involved in a number of Art forms and student work is on display throughout the school. The Art work also reflects linkage with BC learning outcomes.

Health and Career Education

Health and Career Education are offered throughout the week by classroom teachers. Teachers were observed delivering the program in the primary grades.

Physical Education

The School's PE specialist has developed its PE program, which is delivered by primary classroom teachers.

Daily Physical Activity

The School uses recess periods (45 minutes per day) for teacher-led exercise periods to meet the DPA requirement.

Intermediate Program (4-8)

All teachers were visited while teaching in their classrooms or their specialty areas. Daily and weekly plans were reviewed as were assessment techniques and actual records of student assessment. BC Performance Standards were referenced often in both the yearly plan overviews and in daily practice. Parents can access their child's assessment records at any time on-line so assessments are kept up to date. Minimum instructional time requirements are being exceeded in all subjects taught in the intermediate program.

Language Arts

A textbook series is used to deliver components of the Language Arts Program. The School has a dedicated Language Arts teacher for the Middle School grades. Each class is scheduled in the library once a week. Students in need of ELL support receive pull-out assistance.

Mathematics

A textbook series is being used for teaching the Math program. One Math teacher teaches all of the Middle School grades. The IRP is being followed to achieve the provincial learning outcomes for Mathematics.

Science and Social Studies

Teachers are using internet technology and hands-on approaches for the delivery of the Social Studies and Science curriculum. A Science teacher and a Social Studies teacher teach these subjects in the Middle School Program. The IRP is being followed in both subjects to achieve the provincial learning outcomes.

Fine Arts

Art is taught by a specialist Art teacher in an Art room dedicated for that purpose. The course follows the IRP. The School also provides Music, Dance and Drama to supplement the Visual Arts program.

Health and Career Education

A teacher is dedicated to teach the Health and Career Education Program in the Middle School years. A variety of approaches are utilized to deliver the program.

Physical Education

A Physical Education specialist delivers the PE program from Grades 4 - 8. The school also provides an extensive extra-curricular athletic program using a variety of activity areas, including a gymnasium, to deliver the program.

Daily Physical Activity

Daily Physical Activity is part of the weekly program. Recess periods are provided to deliver the DPA program through teacher-led exercise programs.

21. The Authority must provide to all students enrolled in its Certified British Columbia Graduation Program a Graduation Program that will enable students to satisfy British Columbia graduation requirements, as specified in Ministerial Order 302/04, the Graduation Program Order enacted under the School Act.

The School presently offers the BC Program from grades K-8. It plans to add an additional grade each year to offer the full BC program in grades K-12. While this requirement does not currently apply, as the School does not offer any Graduation Program courses at this time, the School is aware that it needs to take this requirement into account for future planning.

22. The Authority must:

- (a) provide a course overview for each course in the Certified British Columbia Program accredited towards the British Columbia Certificate of Graduation that includes content, planning for assessment (teaching strategies), achievement indicators (assessment methods) and link with the British Columbia Curriculum learning outcomes, and**
- (b) ensure that no significant discrepancies between school grades and provincial exams results occur; and**
- (c) use the British Columbia Ministry of Education's British Columbia Performance Standards in reading, writing, and numeracy as an assessment tool for students in Kindergarten to Grade 9 of the Certified British Columbia Program.**

As the School currently offers only Grades K-8 of the BC Program, a. and b. above do not apply at this time.

Comprehensive course overviews were provided for each course and grade in the School. Each overview included a separate column for content, provincial learning outcomes pertinent to the particular course and grade level, teaching strategies and assessment practices.

Although BC Performance Standards were not referenced directly in most of the yearly plans, it was clear from discussions with teachers and the descriptors in a number of the assessment indicators that teachers have a working knowledge of

them. The Team encourages the School to more clearly and directly reference BC performance Standards in its yearly course overviews.

23. The Authority must ensure that all students, before being eligible to receive a British Columbia Certificate of Graduation, participate, in accordance with the direction of the Province, in Provincial Examinations for all courses that the Provincially examinable under the School Act, unless exempted by the Province in writing, and it establishes and maintains, to the satisfaction of the Province, an assessment and evaluation program.

(a) that demonstrates student progress in achieving intellectual, human, social, and career development,

(b) that includes the Provincial Examinations, and

(c) that demonstrates that all the students are taught in accordance with this Schedule.

The School's assessment program meets this requirement. As it currently offers K-8, the Graduation Program requirements in this section do not yet apply.

Students are being taught in accordance with the requirements of the Agreement.

24. The Authority must provide a student report card that reflects all courses accredited in the Certified British Columbia Program and/or that are counted towards a British Columbia Certificate of Graduation. The Authority must document its frequency of reporting out on student achievement and how this information is shared with parents or legal guardians.

Student reports cards are sent (on paper) to parents four times during the school year. Informal reporting happens on a daily basis through parents being able to access his/her child's marks online at any time via Power School.

DPA is being reported on in the School's Report card.

25. The Authority must maintain Student Records for each student enrolled in a Certified British Columbia Program.

Student Records are maintained for each enrolled student. Records included Permanent Student Record Cards (#1704); registration information; medical,

health and emergency information (updated annually); copies of past report cards; and signed provincial consent for the collection, use and disclosure of information. The Team commends the School for the efficient digital records management program implemented in the School.

26. The Authority must have in place policies for evaluations of Authorized Persons and evidence of completed evaluations placed in Authorized Persons' files when the Authority has operated the Certified British Columbia Program for more than one year. Files relating to on-site Authorized Persons must also include copies of British Columbia Certificate of Qualification or Letter of Permission, as applicable, satisfactory criminal record check documents and copies of contracts of employment between the Authority and Authorized Persons.

The School utilizes a professional teacher evaluation policy that includes self-reflection, goal setting, and creating professional learning plans. Principal evaluation policy is in place and the Offshore School Representative is scheduled to evaluate the Principal this current school year.

The Team noted that teachers' files included: completed teacher evaluations, teacher contracts, teacher passports and work visas, and copies of BC teacher certification. The School was informed to include copies of TRB issued COQs as they are currently being sent to teachers.

All non-teaching staff working in the presence of students have a criminal record check on file. These CRCs are issued by appropriate authorities in Korea, as all non-teaching staff are Korean.

27. The Authority's Certified British Columbia Program must undergo an annual on-site inspection by the Province in order to maintain Certification. The inspection will include inspection of any School District Business Company website and records where such School District Business Company is under contract with the Authority to provide and deliver a Certified British Columbia Distributed Learning Program. The Province-appointed inspection team will inspect the Authority's facilities, grounds and equipment used in conjunction with delivering the Certified British Columbia Program, records, administration, operations, teachers, and student academic achievement, and all other items necessary to verify that all requirements for Certification are met and to ensure continuity and sustainability of the delivery of a Certified British Columbia Program.

The School does not offer any credits via distributed learning.

The School utilizes a service-provider. The name of the service provider is: Offshore Education Ltd. The service-provider can be reached at: sreid@offshoreeducation.org or by phone at +82+10-9543-0711.

In response to the three recommendations in the School's 2011-12 school year BC inspection report (printed in *italics* below), please note:

1. *Upon the successful completion of this Certification Inspection the school will be required to begin using appropriate school administrative software (PowerSchool has been purchased and installed) to register their students with the Ministry of Education (and submit 1701 information), thereby receiving PEN numbers.*

The School has prepared a software "patch" that produces PEN request files and 1701 data transfer files to the Ministry from data exported out of the PowerSchool administration system. These files are run through the verification software provided on-line by the MoE to ensure that no transmission problems occur.

2. *That the School take steps to ensure that all classes are taught by BC Certified teachers.*

See section #14 of this Report for details regarding resolution of this challenge. The School is committed to commence its teacher hiring earlier in future school years to avoid this non-compliance problem in the fall of each new school year.

3. *That the School add a DPA to the report card.*

Daily Physical Activity is now reported on the School's report card.

28. The Authority must provide the Province with a letter acknowledging that it will provide assistance in respect of applications for Canadian study permits for graduates from the Certified British Columbia Program and tracking of graduates' post-secondary careers in accordance with the Province's directions. In particular, the Authority commits itself to distributing the Province's form entitled "Consent to Collect, Use and Disclose Personal Information" to all students when they enrol in the Graduation Program, keep the signed form in each student's Student Record and notify the Director in respect of when these forms are in the files.

The School is currently offering the BC Program in K-8, so it has not yet provided the Province with a letter acknowledging that it will provide assistance in respect

of applications for Canadian study permits for graduates from the Certified British Columbia Program and the tracking of graduates' post-secondary careers in accordance with the Province's directions.

C. PROMISING PRACTICES, REQUIREMENTS AND SUGGESTIONS

Promising Practices

The Inspection Team wishes to recognize the Authority, Principal and staff of BC Collegiate Canada for its:

1. Dedicated teaching faculty that works hard to provide a positive school and learning experience for its students, including significant time offered to provide a rich extra-curricular program.
2. Professional, efficient leadership style of administration at the School that works hard at promoting the School, including cooperative working relationships between School Authority, administration, and Offshore Representative (who is an experienced BC teacher and administrator).
3. Comprehensive course overview planning to deliver the BC curriculum in a manner that includes content, planning for assessment (variety of teaching strategies and learning activities), achievement indicators (assessment methods) and linkage with Ministry of Education learning outcomes, including effective uses of BC Performance Standards and assessment rubrics.
4. Bright and attractively-decorated school facility with sufficient learning resources to enable delivery of the BC Program in a multi-dimensional/experiential manner, including a strong and attractive beginning to building an elementary school library.
5. Healthy awareness of safety consciousness, including classrooms well-equipped for emergencies, full-time school nurse and a well-orchestrated plan for students departing the School and boarding several different buses on a busy road at a busy time of the day.

Requirements

In order to meet the requirements of the *Offshore School British Columbia Program Certification Status Agreement*, the Team requires that the

Authority provide the Director of International Education, responsible for BC offshore school programs, with the following:

1. Reporting as soon as possible that the two teachers listed in Appendix A of this Report have received valid Certificates of Qualification issued by the Teacher Regulation Branch. Should their COQs not be received by November 30, 2012, the School must forward a report to the Director outlining the reasons why, with a revised plan explaining how these two teacher positions will be filled for the balance of the school year.
2. Confirmation by February 1, 2013 that the School's contracts commencing with the 2013-14 school year include all of the components specified in section 16 of Appendix A to the *Offshore School British Columbia Program Certification Status Agreement*.

Suggestions:

The Inspection Team encourages the Authority and School to consider:

1. Providing on-going mentoring for teachers, especially those beginning their teaching careers and teaching at earlier grade levels (as the administrative team's experience is more at a secondary level).
2. Continuing its solid beginning at providing fiction books in English to encourage students to read English, but also to expand its non-fiction resources (both on-line and in print) to enable its older students to conduct meaningful research.

D. SUMMATIVE RECOMMENDATION

The Offshore Inspection Team recommends to the Director of International Education that the British Columbia Program offered at BC Collegiate Canada continue to be recognized as a British Columbia Certified Program.

9.0 APPENDICES:

See Appendix A attached.

APPENDIX A

SUMMARY OF TEACHER CERTIFICATION

**NON-COMPLIANCE, APPLICATION(S) IN PROCESS & EXPIRING
CERTIFICATES**

BRITISH COLUMBIA COLLEGIATE CANADA

1. Non-compliance (not yet applied for TRB certification)

TEACHER'S NAME	GRADE LEVELS / COURSES CURRENTLY TEACHING

2. TRB Application in progress:

TEACHER'S NAME	TYPE OF CERTIFICATE APPLIED FOR	DATE OF APPLICATION
S22	COQ	August 2012
S22	COQ	August 2012

3. Expired TRB certificates or Annual Fee lapsed

TEACHER'S NAME		EXPIRY DATE

Additional Certification Concerns:

Candidate Status Review Report

BRITISH COLUMBIA PROGRAM

at

CANADA BRITISH COLUMBIA INTERNATIONAL SCHOOL

Seoul, Republic of Korea

October 29, 2012

A. INTRODUCTION

On October 29, 2012 a Candidate Status Review was completed on the British Columbia Program at Canada British Columbia International School in Seoul, Republic of Korea (termed CBIS or the School in this report). The purpose of this Review was to determine whether the School had made sufficient progress toward meeting the requirements of the British Columbia (BC) education program (according to the *Offshore School British Columbia Program Certification Status Agreement*) in order to be granted Candidate Status.

The Inspection Team (the Team) was appointed by the Director of International Education, British Columbia Ministry of Education (the Director) in accordance with the *Offshore School British Columbia Certification Status Agreement* (the Agreement). The Inspection Team consisted of Terry Sullivan and James Beeke, Chair.

The School's BC Program in this Report refers to the program at CBIS for which the Authority is pursuing BC certification. This program has a current enrolment of 50 students, in Grades 1-6.

The Authority, CBIS Company, Ltd. is responsible for the BC Program. The Authority also operates a Pre-School and two Kindergarten classes on different floors of the same building. The Kindergartens are not part of the BC Program. The School and its facility do not house any other educational programs.

During its visit to the School, the Team reviewed all 28 standards in the Candidate Status Review Catalogue, and met with the School's Authority, Offshore Representative, BC Principal, BC Teachers and Academic Affairs Coordinator.

CBIS's mission statement for its BC Program is:

CBIS provides an English-speaking, student-centered learning environment that strives for personal excellence, so that all of its students may acquire the skills, knowledge and work ethic to become responsible, contributing members of a global society.

The Team would like to thank Canada British Columbia International School for its hospitality, cooperation and preparedness for the Candidate Status Review visit.

B. CANDIDATE STATUS REVIEW ACCORDING TO BRITISH COLUMBIA OFFSHORE PROGRAM STANDARDS

The following reflects Canada British Columbia International School's progress toward meeting the requirements for the British Columbia (BC) Program (according to the *Offshore School British Columbia Program Certification Status Agreement*) in order to be granted Candidate Status. The actual requirements (as printed in the *Offshore School British Columbia Program Certification Status Agreement: Appendix to Schedule A*) are printed below in ***bold italics*** with the Team's observations underneath each requirement.

- 1. The Authority seeking candidate status under the BC Program must be a legal entity with the required powers and capacity to carry out the Authority's obligations under the Agreements.***

CBIS Company, Ltd. is a legal entity registered as an incorporated company with the Gang-Dong Regional District Office. Its Business Registration Certificate
S21 was signed on July 16, 2012.

- 2. The Authority, subject to the prior written approval from the Province, must have the power and capacity to:***
 - (a) operate the School in accordance with the laws of the country, province, and city where it is located and***
 - (b) provide a BC Program for minimum of six months prior to applying for Certification.***

British Columbia, Canada (the Province) informed the Team that the School holds appropriate provincial verification for this Candidate Status review to take place, and that the Province has not received communication from any level of government with jurisdiction over the area in which the School is located indicating that there may be compliance related issues.

The Team is not aware of any non-compliance issues with the country, province or city governments where the School is located (see also 3. below).

The School commenced operation with students in September 2012; this is its first year of operation.

- 3. *The Authority must have written approval to provide the BC Program or a letter of no objection to the Authority providing the BC Program from the appropriate government office responsible for education in the country, province, or city in which the School is located. The Province may request such verification documentation at any time during the term of this Agreement.***

A Memorandum of Understanding was signed on May 20, 2008 between the Gyeonggi Provincial Office of Education and the British Columbia (BC) Ministries of Education and of Advanced Education regarding educational cooperation. While the School's *Korean Certificate of Institute Establishment and Operation* (No. 6345 issued on May 29, 2012) states that the School's objectives are *Foreign Language, Music and Art Program*, the local government issued this license after visiting CBIS and understanding that it is teaching the full BC Program in English to Korean students. The Gang-Dong Regional Education Department visited and inspected the School on May 28, 2012 with a follow-up visit in June 2012. It therefore appears that the local government has decided to license the School as a "Hagwon" or "special, private or language school," but that the local government and education authorities are aware of the nature and requirements of the BC Offshore School Program being delivered at the School.

- 4. *The Authority must appoint an individual to act as Offshore Representative for the Authority. This individual must be confirmed by the Province and must meet all the requirements set out in paragraph 5 of the Candidate Status Agreement.***

The Authority has secured the services of Denis Therrien to serve as its Offshore Representative. Mr. Therrien has been approved by the Province and meets the requirements of the Offshore Representative as specified in the Agreement. In addition to all of the required functions, the Offshore Representative also assists with interviewing teacher applicants and providing consultant-type services for the administration. The Offshore Representative has extensive experience in BC education, as a teacher and administrator, as well as years of involvement with BC offshore school programs.

The School will ensure that the seven requirements of a BC Offshore Representative, as specified in section 5.06 of the *Offshore School British Columbia Program Certification Status Agreement*, are included in the next contract offered to its Offshore Representative.

5. The Authority's facilities and equipment used in conjunction with provision of a Certified British Columbia Program must, in the opinion of the Province, be adequate for the instructional purposes relating to the Classes of Certification held by the Authority.

CBIS is housed in a newly-constructed eight-floor building (two below ground and six above ground). The building is owned by the Authority. The School facility includes: 15 classrooms, a library, a 24-station computer lab, an 80-seat auditorium, a gymnasium, cafeteria, Science lab, Art room, Music room and Dance room, as well as offices, staff room, washrooms, common areas and storage rooms.

The Team commends the School for its bright, attractive, functional and clean school facility. Attractive displays of student work were observed throughout the building. The facility is well-designed and constructed to deliver the BC educational program

The Authority's Business Registration Certificate S21 was issued on July 16, 2012. This certificate includes approval by the city building inspector who inspected the School in April 2012.

The School's inspection by the Gang-Dong District Fire Department was completed on April 13, 2012. On-going inspections of fire equipment are conducted by a fire equipment company and documented by the School. CBIS has conducted a fire drill, observed procedures needing addressing, and has put modifications in place.

The School provides daily lunches for its students and staff at its cafeteria. The cafeteria nutritionist completed a mandatory safe foods course and random cafeteria inspections are completed by the Gang-Dong Regional District Office throughout the year.

Monthly elevator inspections are also conducted and documented. A medical services room is provided at the School.

6. The Authority must provide the Province with data requested at the time and in the form required, including the review and inspection catalogues. All records and reports must be in English.

The School Authority, Principal and Offshore Representative submitted a completed *Candidate Status Inspection Catalogue* and provided necessary information and documentation in English during the inspection of the School.

- 7. The Authority's Certified British Columbia Program, student accommodation, facilities, students fees or other costs, and school fee refund policy or other public statements must be consistent with any promotional or other informational material published or supplied by the Authority, including information on the Authority's websites and on sites that link with other programs and/or organizations.**

The School's information regarding its BC Program appears to be consistent between its application packet; website; School policies; and Student, Parent and Staff Handbooks.

- 8. The Authority must provide the Certified British Columbia Program in English, except for courses exempted in writing by the Province, and in a manner satisfactory to the Province.**

The BC Program is delivered entirely in English.

- 9. The Authority must verify that all students entering the Graduation Program or the Certified British Columbia Graduation Program have completed an English Language Assessment, which must be approved and administered under the supervision of the Principal or a British Columbia Certified Teacher, to demonstrate that the level of English language proficiency is sufficient to enable students to meet the learning outcomes of courses accredited in the Certified British Columbia Graduation Program and the requirements for a British Columbia Certificate of Graduation. The Authority may not use test results that are older than one year.**

All students applying to enter the school must undergo an English Language assessment that is administered by the School Principal (or the Academic Affairs Coordinator in his absence). Students are tested on Reading Comprehension, Vocabulary, Speaking (Fluency and Confidence) and Speaking (Accuracy and Pronunciation). Students are scored on a rubric developed by the Principal with a four point scale which ranges from Very Limited Understanding to Good Understanding. The BC Principal must approve all student admissions.

- 10. The Authority must provide evidence of additional ELL support for students who do not meet the minimum scores set by the Principal for the English Language Assessment.**

The School has added an extra period at the end of the school day as an activity period. ELL is provided during this period, which is not part of the BC Program.

Students self select into this additional support or are referred for support by their classroom teacher. One of the teachers instructing in this program has her teaching degree from Ontario and the other has a teaching degree from Iowa State University

11. The Authority must have acquired sufficient resources, such as textbooks, a library and internet resources, to ensure that the learning outcomes for all courses offered within its Certified British Columbia Program can be met.

Educational Resources

All classrooms were visited and teachers have the textbook resources they need. Math texts and workbooks were evident for all grades. Some texts arrived after School start-up and others are continuing to arrive at the School. Teachers have indicated that the School administration responds quickly to any resource needs that they need and that they are reimbursed for any materials that they need to purchase immediately and acquire locally.

School Library

The development of the library is in its early stages and the selection is small. There are four computer terminals available in the library for student use. All have internet access. The school is presently developing a plan to add additional resources to the library, now that teachers are in place and can have input into what is needed.

Instructional Use of Technology

Internet is available throughout the School and classrooms are equipped with LCD viewers and screens. Each teacher has a laptop computer in his/her classroom. Each grade level has a distinct class for technology scheduled into the timetable. The school has developed a comprehensive curriculum for the integration of technology into School programs as well as guidelines for the safe uses of technology for students. The School also provides a fully-equipped computer lab and an auditorium with stage and internet access.

Development Plans: Library and Technology

The Team encourages the School to primarily focus on two critical areas for library development: interesting fictional titles to encourage students to read in English, and sufficient non-fiction resources (on-line, digital and print) to enable students to do meaningful research.

12. The Authority must ensure that the Principal of the Authority's Certified British Columbia Program holds a British Columbia Certificate of Qualification, has experience working at a Superintendent, Principal or Vice-Principal level, and has a minimum of three years of teaching experience in a school, preferably in British Columbia. The Principal must be delegated the necessary authority to fulfill the functions and duties set out in Paragraph 1.01(1)(b) of the Agreement for which the Principal is responsible.

The Principal holds a valid BC Certificate of Qualification, has 36 years of teaching experience with 20+ years of school administrative type experience in BC education. As this experience does not clearly align with this requirement, the Team recommends that the Principal forward a listing of his educational administrative experiences to the Director to obtain the Director's approval for meeting the spirit and intent of this requirement. The Team supports approval when it considers such items as: Mr. Olund's reputable educational career in BC; his 20+ years serving as school counsellor, department head and regional coordinator for the Ministry in BC; his experience as academic advisor in a BC offshore school; his serving as team member and chair of BC offshore school program inspection teams for the BC Ministry of Education; as well as the impressive beginning of CBIS and the positive working relationship between the Authority, Principal, faculty and staff at this School.

The Principal is delegated sufficient authority to ensure that the BC Program is implemented in a sound manner. He is allotted 100 percent time for administration.

Job descriptions will be written that more clearly articulate the roles of BC Principal, Academic Affairs Coordinator and Director of School Operations within the administrative structure of the School.

The Offshore School Representative is scheduled to evaluate the Principal this current school year.

13. The Authority must, with respect to the Principal, all British Columbia Certified Teachers and person holding a Letter of Authorization, conduct appropriate background checks as required to ensure good character and fitness to be a teacher.

The School Principal and the Offshore School Representative conduct appropriate background checks on all prospective teachers and the Academic Affairs Coordinator does so for non-teaching Korean staff.

14. The Authority must employ only Authorized Persons (BC-certified teachers) to teach in the Certified British Columbia Graduation Program, except as set out in the Appendix to this Schedule. The Authority must employ only Authorized persons to teach in the Certified British Columbia K-9 program except for courses for which the Province has granted an exemption in writing.

The School currently employs seven full-time teachers to deliver the BC Program.

Two persons are currently serving as teachers in the BC Program who do not possess BC Certificates of Qualification (see Appendix A for more details). The one teaches Art in Grades 1-6 and the other Music (Strings) in Grades 1-6. It appears that both do not meet TRB qualifications for issuing COQs. Discussions took place with the Principal and Offshore Representative regarding this situation, as currently the School would not be in compliance with the certification requirement that all teachers in the BC program must hold valid Certificates of Qualification (COQs) issued by the Teacher Regulation Branch (TRB) of the Ministry of Education.

Two possibilities exist:

1. Immediately replace the current instructors with Authorized Persons (teachers with valid COQs).
2. Removing the Art and Music (Strings) courses from the BC Program and offering them as extra-curricular. Due to the School's longer instructional days and total yearly instructional hours, which significantly exceed the minimum required, this option would be possible. If this option would be selected, however, some other Fine Arts instruction would then need to be incorporated into current classroom timetables for Fine Arts. Classroom teachers could provide the Fine Arts instruction needed within the BC Program.

The School is to report to the Director of International Education by November 30, 2012 regarding how it intends to resolve this situation for this current school year, but it must do so prior to its certification inspection.

Teacher files were current and well-organized. The Team noted that teachers' files included: completed teacher evaluations, teacher contracts, teacher passports and work visas, and copies of BC teacher certificates. The School was informed to include copies of TRB issued COQs as they are currently being sent to teachers.

The School will obtain and each teacher will complete the form required by the Province for each teacher whose personal information is to be collected, stored,

used and accessed outside of Canada, and to disclose this information to the Province. The signed form is to be filed in each teacher's file.

15. The Authority must ensure that only Authorized Persons (persons who hold a BC Certificate of Qualification or, until June 30, 2013 a BC Letter of Permission) plan, evaluate and provide instruction to students enrolled in a Certified British Columbia Program, and prepare and provide all reports sent out to parents or legal guardians of students on the progress of those students, unless otherwise approved by the Province.

Other than the two cases described in 14 above, the School would be in compliance with this requirement. As stated above, the School needs to report to the Director as to how it has changed its teaching assignments or educational program to be in compliance for teaching Grades 1-6 Art and Music this school year.

16. The Authority must ensure that the terms and conditions of employment for all British Columbia Certified Teachers are set out in writing at the time the offer of employment is made, the offer of employment to all British Columbia Certified Teachers is in writing and that it includes the following information:

- (a) hours of work,***
- (b) the duties of the British Columbia Certified Teacher,***
- (c) the teaching assignment,***
- (d) accommodation provided or available,***
- (e) length of school day,***
- (f) length of School Year,***
- (g) salary and benefits,***
- (h) travel arrangements,***
- (i) medical expenses,***
- (j) applicable work permits.***

Teachers' contracts, issued by the School, missed a few, minor required items from the list above. The School will amend its next and future years' contract template accordingly. The revised contract should be prepared and approved in order to show the next certification inspection team.

No teacher expressed concerns to the Team regarding contract compliance issues or unfair treatment.

17. The Authority's Certified British Columbia Program must meet the British Columbia Ministry of Education's current and future

requirements for internet connectivity, computer hardware/software, and printer capabilities to ensure efficient electronic transfer and printing of such items as student and British Columbia Certified Teacher registration data, Grade 10, 11 and 12 student courses and marks, and Graduation Program Provincial Examinations. (Schedule “D” lists acceptable product names for electronic and internet connectivity requirements). An Authority may only use a different system with the written approval of the Province. The Province will inform the Authority of changes to requirements which would apply for subsequent School Years.

The School is presently using the Jupiter Grades Student Information System for administrative and reporting purposes. It is not clear if this system is compatible with Ministry communication/transmission requirements. The School is currently exploring this with the Ministry to ensure that it meets all Ministry requirements.

18. The Authority must have policies and procedures related to the provision of a Certified British Columbia Program, including but without limiting the foregoing, policies and procedures pertaining to student discipline, student admission, parental appeals, student supervision and evaluation of the teachers teaching in the BC Program or Certified BC Program, as the case may be, and for the Principal.

Policies and procedures are in place regarding student discipline, student admissions, student supervision and evaluation of the teachers teaching in the BC Program. The School needs to develop a policy for parental appeals and should place this policy along with its policy and procedures for student admission in its Staff and Parent Handbooks.

19. The Authority’s Certified British Columbia Program must offer the British Columbia Curriculum and meet the subject, instructional time, and learning outcome requirements set out in Sections 1.1 to 6 of Ministerial Order 41/91, the Educational Standards Order enacted under the Independent School Act, and enactments referred to in that order as such are applicable to the Classes of Certification held by the Authority.

All teachers were visited in their classrooms. Yearly plan overviews for each teacher were reviewed and they contained the required BC course content and learning outcomes as well as teaching strategies and methods of assessment. Daily lesson plans were also viewed for each teacher. The School’s 950 instructional hours exceed BC’s minimum requirement of 850 by 100 hours.

20. The Authority must ensure that it provides to all students enrolled in its Certified British Columbia K-9 Program an educational program that meets the requirements set out in Section 4 of Ministerial Order 41/91, the Educational Standards Order enacted under the Independent School Act.

Primary and Intermediate Programs (1-6)

Each teacher in the Primary and Intermediate Program was visited in his or her classroom while they were delivering the program. While BC Performance Standards were not referenced in all of the yearly course overviews, teachers were referencing them in their program delivery. The use of rubrics based on the Performance Standards was evident. Teacher and student timetables were also reviewed and instructional time was found to meet or exceed the BC requirement in all subjects, except second language.

The School must implement second language instruction, as it is a BC curriculum subject requirement in Grades 5-8. The School must report to the Director on what has been put in place in order to meet this requirement.

The Language Arts textbook series used to deliver the BC Program is one that follows the provincial IRP. Students are provided with additional ELL support on an individual pull-out basis, as needed, in an afterschool program.

Classrooms and corridors are attractively organized with curricular and student material. Tack boards in classrooms and hallways are well organized, informative and attractive.

The textbook series used for Mathematics follows the IRP and teachers are addressing provincial learning outcomes in their planning, teaching and assessing. Textbooks, as well as workbooks, are available for each grade level. Additional Math materials to support the program are being acquired as teachers recognize and define their needs.

The School has a new, attractive and functional Science lab and the Science program is being developed to incorporate more hands-on Science. Social Studies are being delivered according to the IRPs. Achievement indicators were evident in planning. Significant time has been allotted at each grade level for Physical Education, Health and Career Education. The School has dedicated rooms for Art and Music. Daily Physical Activity is provided.

21. If certified to offer a BC Graduation Program, the Authority must provide to all students enrolled in its Certified British Columbia Graduation Program a Graduation Program that will enable students

to satisfy British Columbia graduation requirements, as specified in Ministerial Order 302/04, the Graduation Program Order enacted under the British Columbia School Act.

The School presently offers the BC Program to students in Grades 1-6. It plans to add Grade 7 and 8 in the next school year and then an additional grade each year thereafter to eventually provide the BC Grade 1-12 program. While this requirement does not currently apply, the School is aware that it needs to take this requirement into account for future planning.

22. The Authority must:

- (a) provide a course overview for each course in the Certified British Columbia Program accredited towards the British Columbia Certificate of Graduation that includes content, planning for assessment (teaching strategies), achievement indicators (assessment methods) and link with the British Columbia Curriculum learning outcomes, and***
- (b) how does, or will, the School ensure there are no significant discrepancies between grades and provincial exam results***
- (c) use the British Columbia Ministry of Education's British Columbia Performance Standards in reading, writing, and numeracy as an assessment tool for students in Kindergarten to Grade 9 of the Certified British Columbia Program.***

As the School currently offers only Grades 1-6 of the BC Program, a. and b. above do not apply at this time.

Evidence of use of the BC Performance Standards was found in teachers' planning and assessments.

23. The Authority must ensure that all students, before being eligible to receive a British Columbia Certificate of Graduation, participate, in accordance with the direction of the Province, in Provincial Examinations for all courses that the Provincially examinable under the School Act, unless exempted by the Province in writing, and it establishes and maintains, to the satisfaction of the Province, an assessment and evaluation program.

- (a) that demonstrates student progress in achieving intellectual, human, social, and career development,***
- (b) that includes the Provincial Examinations, and***

(c) that demonstrates that all the students are taught in accordance with the requirements of the Certification Status Agreement.

During classroom visitations, comprehensive course overviews were reviewed for each course and grade level for the British Columbia Program. Course overviews contained all the required areas including content and planning with teaching strategies, as well as assessment methods and provincial learning outcomes.

Students are being taught in accordance with the requirements of the Agreement.

24. The Authority must provide a student report card that reflects all courses accredited in the Certified British Columbia Program and/or that are counted towards a British Columbia Certificate of Graduation. The Authority must document its frequency of reporting out on student achievement and how this information is shared with parents or legal guardians.

Student reports cards are issued to parents three times during the school year. In addition, interim reports are sent out between reporting periods and prior to the first report.

25. The Authority must maintain Student Records for each student enrolled in a Certified British Columbia Program.

Student Records are maintained for each enrolled student. Records included registration information; medical, health and emergency information (to be updated annually) and copies of past report cards transferred from previous schools.

The School has requested *Permanent Student Record (1701) Cards* from the BC Ministry of Education and it will complete these once it obtains BC certification of its offshore program. Copies of the Ministry's student and parent consent forms were provided. The School will have these completed and filed in its student records as well.

26. The Authority must have in place policies for evaluations of Authorized Persons and evidence of completed evaluations placed in Authorized Persons' files when the Authority has operated the Certified British Columbia Program for more than one year. Files relating to on-site Authorized Persons must also include copies of

British Columbia Certificate of Qualification or Letter of Permission, as applicable, satisfactory criminal record check documents and copies of contracts of employment between the Authority and Authorized Persons.

The School utilizes a professional teacher evaluation policy that includes self-reflection, goal setting, and creating professional learning plans. First teacher evaluations by the Principal are scheduled to be completed by spring.

27. The Authority's Certified British Columbia Program must undergo an annual on-site inspection by the Province in order to maintain Certification. The inspection will include inspection of any School District Business Company website and records where such School District Business Company is under contract with the Authority to provide and deliver a Certified British Columbia Distributed Learning Program. The Province-appointed inspection team will inspect the Authority's facilities, grounds and equipment used in conjunction with delivering the Certified British Columbia Program, records, administration, operations, teachers, and student academic achievement, and all other items necessary to verify that all requirements for Certification are met and to ensure continuity and sustainability of the delivery of a Certified British Columbia Program.

The School does not offer any credits via distributed learning nor does it contract with any service provider or School District Business Company. No previous BC inspection has taken place, as the School is only into its second month of operation.

28. The Authority must provide the Province with a letter acknowledging that it will provide assistance in respect of applications for Canadian study permits for graduates from the Certified British Columbia Program and tracking of graduates' post-secondary careers in accordance with the Province's directions. In particular, the Authority commits itself to distributing the Province's form entitled "Consent to Collect, Use and Disclose Personal Information" to all students when they enrol in the Graduation Program, keep the signed form in each student's Student Record and notify the Director in respect of when these forms are in the files.

The School is currently offering the BC Program in Grades 1-6, so it has not yet provided the Province with a letter acknowledging that it will provide assistance in respect of applications for Canadian study permits for graduates from the

Certified British Columbia Program and tracking of graduates' post-secondary careers in accordance with the Province's directions. The School understands that this will be a requirement in the future when it offers Grade 12.

Distributed Learning (DL) Courses

N/A

C. PROMISING PRACTICES, REQUIREMENTS AND SUGGESTIONS

Promising Practices

The Inspection Team wishes to recognize the Authority, Principal and staff of Canada British Columbia International School for its:

- Attractive, bright, colourful, functional and clean building facility.
- Cooperative working relationships between Authority, Principal, Teachers and Staff members.
- Dedicated teaching staff who have worked hard to develop the BC Program and positive classroom atmospheres in the first weeks of a new school.
- Students who appear happy to be at School.
- Technology provisions, including computer lab, classroom Smartboard technologies, as well as IT curriculum and student safety planning

Requirements

The Authority must attend to the following matters and confirm their completion in writing to the satisfaction of the Director of International Education, responsible for BC offshore school programs by November 30, 2012:

- Obtain approval for the current Principal to officially serve as Principal of the School (Requirement #12)
- Resolve the issues regarding two persons currently teaching (Art and Music [Strings] who do not qualify for COQs from the TRB (Requirement #14)
- Incorporate instruction in a second language in Grades 5 and 6 (and in the future Grades 5-8), as required by the *Independent School Educational Standards Order*, section 4 (2) (Requirement #20)

Suggestions

The Inspection Team encourages the School to devote the necessary time and energy to develop/enhance the following items prior to the School's inspection for BC Offshore School Program Certification:

- Enhance library resources: fiction and non-fiction (Requirement # 11)
- Develop and communicate a parental appeals policy (Requirement #18)
- Confirm compatibility of School's office program with Ministry's requirements (Requirement #17)

D. SUMMATIVE RECOMMENDATION

The Candidate Status Inspection Team recommends to the Director of International Education that, contingent on the School's response(s) to the above listed Requirement(s) to the satisfaction of the Director, that the British Columbia Program offered at Canada British Columbia International School be granted Candidate Status.

APPENDIX A

SUMMARY OF TEACHER CERTIFICATION

**NON-COMPLIANCE, APPLICATION(S) IN PROCESS & EXPIRING
CERTIFICATES**

BRITISH COLUMBIA COLLEGIATE CANADA

1. Non-compliance (not yet applied for TRB certification)

TEACHER'S NAME	GRADE LEVELS / COURSES CURRENTLY TEACHING
S22	ART – GRADES 1-6
S22	MUSIC (STRINGS) – GRADES 1-6

2. TRB Application in progress:

TEACHER'S NAME	TYPE OF CERTIFICATE APPLIED FOR	DATE OF APPLICATION

3. Expired TRB certificates or Annual Fee lapsed

TEACHER'S NAME		EXPIRY DATE

Additional Certification Concerns:

Candidate Status Review Report

BRITISH COLUMBIA PROGRAM

at

COLEGIO CANADIENSE

La Estella, Colombia

November 21, 2012

A. INTRODUCTION

On November 21, 2012 a Candidate Status Review was completed on the British Columbia Program at Colegio Canadiense in La Estella, Colombia (termed CC or the School in this report). The purpose of this Review was to determine whether the School had made sufficient progress toward meeting the requirements of the British Columbia (BC) Education Program (according to the *Offshore School British Columbia Program Certification Status Agreement*) in order to be granted Candidate Status.

The Inspection Team (the Team) was appointed by the Director of International Education, British Columbia Ministry of Education (the Director) in accordance with the *Offshore School British Columbia Certification Status Agreement* (the Agreement). The Inspection Team consisted of Rita Smith, former BC school Principal, and James Beeke, Chair, former Inspector of Independent Schools: BC Ministry of Education.

The School's BC Program in this Report refers to the program at CC for which the Authority is pursuing BC certification. This program has a current enrolment of 56 students in Grade 10.

The Authority, the Fundacion Colombo Canadiense (termed the Authority or the Foundation in this report) is responsible for the BC Program. The Authority operates Colegio Canadiense, a K-12 school, with an enrolment of more than 1,100 students. The BC Program operates within the larger school.

During its visit to the School, the Team reviewed all 28 standards in the Agreement and Candidate Status Review Catalogue, and met with the School's Authority; Offshore Representative; Directors of Administration, Academics, International, and English; BC Principal; BC Teachers; and other staff.

CC describes its overall philosophy and key objectives for the BC Program as follows:

Overall Philosophy: The School and BC Authority are dedicated to their shared mission of providing students the opportunity to complete a dual-diploma program that will allow them more post-secondary options, both locally and abroad, upon successful graduation.

Top Objectives:

- 1. Allow students the opportunity to greatly improve upon their English language skills in all areas. This will hopefully lead students to seek post-secondary options abroad, particularly in Canada and the United States of America.*
- 2. Foster the further development of the critical thinking skills students need in order to be well-balanced adults and entrepreneurs in the future.*
- 3. To encourage parents to support the educational efforts of the school and to use the structures offered to ensure positive parental involvement.*
- 4. To provide all students with a cultural appreciation for both Canada and Colombia, and to be familiar with what it means to be active and responsible citizens within both.*
- 5. To offer each student with the technology skills that is age-appropriate to the educational and social requirements of contemporary society.*

The Team would like to thank Colegio Canadiense for its hospitality and cooperation for the Candidate Status Review visit.

B. CANDIDATE STATUS REVIEW ACCORDING TO BRITISH COLUMBIA OFFSHORE PROGRAM STANDARDS

The following reflects Colegio Canadiense's progress toward meeting the requirements for the British Columbia (BC) Program (according to the *Offshore School British Columbia Program Certification Status Agreement*) in order to be granted Candidate Status. The actual requirements (as printed in the *Offshore School British Columbia Program Certification Status Agreement: Appendix to Schedule A*) are printed below in ***bold italics*** with the Team's observations underneath each requirement.

- 1. The Authority seeking candidate status under the BC Program must be a legal entity with the required powers and capacity to carry out the Authority's obligations under the Agreements.***

Fundacion Colombo Canadiense is a legal entity registered according to Resolution 8323 on October 21, 2005. Its License to operate a K-12 School was updated on July 26, 2011, in Ruling #021787 issued by the Government of Antioquia: Education Secretariat. This ruling provided all of the legal statutory requirements and stated that the School was in compliance with all required legislation.

- 2. The Authority, subject to the prior written approval from the Province, must have the power and capacity to:**
- (a) operate the School in accordance with the laws of the country, province, and city where it is located and**
 - (b) provide a BC Program for minimum of six months prior to applying for Certification.**

British Columbia, Canada (the Province) informed the Team that the School holds appropriate provincial verification for this Candidate Status review to take place, and that the Province has not received communication from any level of government with jurisdiction over the area in which the School is located indicating that there may be compliance related issues.

The Team is not aware of any non-compliance issues with the country, province or city governments where the School is located (see also #3 below).

The BC Program commenced operation with students in September 2012; this is its first year of operation.

- 3. The Authority must have written approval to provide the BC Program or a letter of no objection to the Authority providing the BC Program from the appropriate government office responsible for education in the country, province, or city in which the School is located. The Province may request such verification documentation at any time during the term of this Agreement.**

A letter dated September 2011 from the Secretary – Department of Education, Antioquia, Colombia, states:

In this letter we authorize Colegio Canadiense, private school located at Carrera 51 No. 97 Sur 137 La Estella, Antioquia, Colombia, identified with the NIT No.

S21 to implement the British Columbia International Offshore Curriculum Program at the institution. The Department of Education of Antioquia, governing authority upon Colegio Canadiense does not object to the implementation of the mentioned program, as long as the guidelines and directives of the Colombian Law are respected.

The School plans to add Grade 11 next school year and Grade 12 the following year.

4. The Authority must appoint an individual to act as Offshore Representative for the Authority. This individual must be confirmed by the Province and must meet all the requirements set out in paragraph 5 of the Candidate Status Agreement.

The Authority has secured the services of the Abbotsford School District Business Company as service-provider for the School. Bruce Nicholson has been contracted by the Business Company to serve as Offshore Representative. His address is S22 His current contract commenced in November 2011 and will conclude in June 2013.

The Team recommended that a letter signed by the Authority be sent to the Director of International Education, BC Ministry of Education stating that the Offshore Representative is authorized by the School Authority to represent the Authority and to serve in all of the required functions of an Offshore Representative. This was agreed to by the Authority and Offshore Representative and the letter will be forthcoming.

Mr. Nicholson has been approved by the Province (letter dated August 16, 2012) and meets the requirements of Offshore Representative as specified in the Agreement. The Offshore Representative has extensive experience as a teacher and administrator in schools and school districts in BC.

The School will ensure that the seven requirements of a BC Offshore Representative, as specified in section 5.06 of the *Offshore School British Columbia Program Certification Status Agreement*, are included in the next Offshore Representative contract.

5. The Authority's facilities and equipment used in conjunction with provision of a Certified British Columbia Program must, in the opinion of the Province, be adequate for the instructional purposes relating to the Classes of Certification held by the Authority.

Colegio Canadiense is located on a scenic 14 hectare property in the hills on the outskirts of Medellin, Columbia. Trees and natural vegetation are maintained as much as possible and several flowering plants and trees have been added, making this quiet, natural setting a beautiful site for the School.

The K-12 School is located in 20 buildings. The property includes six play areas or fields and a fenced swimming pool. The BC Program (currently 56 students in Grade 10) uses two classrooms and has access as needed to the computer lab,

library, common areas, chemistry lab and playfields, as well as an office for the BC Principal and the other full-time BC program teacher.

The K-12 School is inspected by the Secretary: Department of Education for Antioquia Province. The Team had an opportunity to meet with two inspectors from the Antioquia provincial department of education, who happened to also be inspecting the full school on the same day as the Team was inspecting the BC Program.

The K-12 school provides daily snacks and lunches for all students and staff choosing this option. Approximately 900 lunches are served daily. The cafeteria must meet the regulations established in Decree #3075 for businesses where food is produced or served. On-going inspections are conducted by local authorities (Secretaria de Seguridad Social and Familia de la Estrella) to ensure compliance.

Fire and evacuation procedures and practices are in place, which conform to local government requirements.

A school nurse is employed to serve the needs of the K-12 school. No student dormitories or other forms of student housing are provided.

A discussion took place with the School leadership team regarding the importance of documentation to demonstrate due diligence regarding student safety.

6. The Authority must provide the Province with data requested at the time and in the form required, including the review and inspection catalogues. All records and reports must be in English.

The School Authority, Principal and Offshore Representative submitted a completed *Candidate Status Inspection Catalogue* and provided necessary information and documentation in English during the inspection of the School.

7. The Authority's Certified British Columbia Program, student accommodation, facilities, students fees or other costs, and school fee refund policy or other public statements must be consistent with any promotional or other informational material published or supplied by the Authority, including information on the Authority's websites and on sites that link with other programs and/or organizations.

The School informed the Team that the information regarding its BC Program is consistent in its application packet; website; School policies; and Student, Parent

and Teacher Handbook. As some were only available in Spanish, the Team was not able to verify the contents of those items.

The School is currently completing a translation of its entire Student, Parent and Teacher Handbook into English and it intends to print the English version soon. It also plans to include English translation of all content on its website in the near future.

8. The Authority must provide the Certified British Columbia Program in English, except for courses exempted in writing by the Province, and in a manner satisfactory to the Province.

The BC Program is delivered in English, with the exception of two courses: Spanish 10 and PE 10.

The School will request exemption from the Director of International Education (under section 5. (a) (i) for PE and 5. (c) (i) for Spanish of the Appendix to Schedule A of the *Offshore School British Columbia Program Certification Status Agreement*) to obtain permission for these two courses to be taught in Spanish by locally-certified teachers.

9. The Authority must verify that all students entering the Graduation Program or the Certified British Columbia Graduation Program have completed an English Language Assessment, which must be approved and administered under the supervision of the Principal or a British Columbia Certified Teacher, to demonstrate that the level of English language proficiency is sufficient to enable students to meet the learning outcomes of courses accredited in the Certified British Columbia Graduation Program and the requirements for a British Columbia Certificate of Graduation. The Authority may not use test results that are older than one year.

Discussions took place with School leadership team regarding sufficient levels of English proficiency and literary skill to enable students to meet with success in BC's Graduation Program. Concerns were expressed regarding the ability levels of several students in the first group of Grade 10 students.

English Language assessment instruments have now been created by the School. These will be implemented for BC Program student admission purposes next school year (2012-13). The test will be administered by the School Principal or English Department Leader.

10. The Authority must provide evidence of additional ELL support for students who do not meet the minimum scores set by the Principal for the English Language Assessment.

The K-12 School English department leader provides ELL assistance two hours per week for BC Program students requiring this assistance.

11. The Authority must have acquired sufficient resources, such as textbooks, a library and internet resources, to ensure that the learning outcomes for all courses offered within its Certified British Columbia Program can be met.

Educational Resources

The BC Program has been supplied with the textbooks and learning resources required. The BC Principal indicated that the School leadership team responds promptly and cooperatively to resource requests forwarded by the BC teachers. The service-provider assists with ordering and shipping textbooks and resources.

School Library

The development of the library's English resources is in its early stages. Currently there are approximately 1,300 titles in total, 900 fiction and 400 non-fiction. Most of these titles, however, are geared for elementary (not high school) aged students. The School is presently developing a plan to add additional resources to the library, now that BC-certified teachers are in place who can recommend appropriate learning resources.

Instructional Use of Technology

Wireless internet access is available throughout the School. The BC Program has adequate access to a computer lab of 35 computers. Planning 10 has been using the computer lab frequently.

Development Plans: Library and Technology

The Team encourages the School to primarily focus on two critical areas for library development: interesting fictional titles to encourage students to read in English (to enhance English and literacy proficiencies), and sufficient non-fiction resources (on-line, digital and print) to enable students to do meaningful research.

12. The Authority must ensure that the Principal of the Authority's Certified British Columbia Program holds a British Columbia

Certificate of Qualification, has experience working at a Superintendent, Principal or Vice-Principal level, and has a minimum of three years of teaching experience in a school, preferably in British Columbia. The Principal must be delegated the necessary authority to fulfill the functions and duties set out in Paragraph 1.01(1)(b) of the Agreement for which the Principal is responsible.

The Principal holds a valid BC Certificate of Qualification S22 She has five years of teaching experience, of which four were as principal at a BC-certified Offshore School in China. This is her first year at the School.

The Principal is delegated sufficient authority to ensure that the BC Program is implemented in a manner that meets provincial requirements. She has been allotted 60 percent time for administration.

The School Authority provides strong support for the BC Program and the School leadership team responds to BC Program needs in a timely and supportive fashion.

The Offshore School Representative is scheduled to evaluate the Principal this current school year.

13. The Authority must, with respect to the Principal, all British Columbia Certified Teachers and person holding a Letter of Authorization, conduct appropriate background checks as required to ensure good character and fitness to be a teacher.

The service-provider, the Abbotsford School District Business Company, and Offshore School Representative conduct appropriate background checks on all prospective teachers.

14. The Authority must employ only Authorized Persons (BC-certified teachers) to teach in the Certified British Columbia Graduation Program, except as set out in the Appendix to this Schedule. The Authority must employ only Authorized persons to teach in the Certified British Columbia K-9 program except for courses for which the Province has granted an exemption in writing.

The School employs four teachers, including the Principal, to deliver the BC Program. Two hold current Certificates of Qualification (COQs).

Two persons are currently serving as teachers in the BC Program who do not possess BC COQs (see Appendix A). One teaches Spanish 10 and the other PE

10. The School must request permission from the Director of International Education for these two courses to be taught in Spanish by locally certified teachers.

Teacher files contained copies of teacher contracts, signed *Freedom of Information Consent Forms*, and BC teacher certificates.

The School is encouraged to create a professional development plan that addresses its most central and critical needs.

15. The Authority must ensure that only Authorized Persons (persons who hold a BC Certificate of Qualification or, until June 30, 2013 a BC Letter of Permission) plan, evaluate and provide instruction to students enrolled in a Certified British Columbia Program, and prepare and provide all reports sent out to parents or legal guardians of students on the progress of those students, unless otherwise approved by the Province.

Other than the two cases described in #14 above, the School is in compliance with this requirement.

16. The Authority must ensure that the terms and conditions of employment for all British Columbia Certified Teachers are set out in writing at the time the offer of employment is made, the offer of employment to all British Columbia Certified Teachers is in writing and that it includes the following information:

- (a) hours of work,***
- (b) the duties of the British Columbia Certified Teacher,***
- (c) the teaching assignment,***
- (d) accommodation provided or available,***
- (e) length of school day,***
- (f) length of School Year,***
- (g) salary and benefits,***
- (h) travel arrangements,***
- (i) medical expenses,***
- (j) applicable work permits.***

A sample contract was sent to the BC teachers for their review after the initial interview. Any concerns were discussed during the second interview.

The teachers' contracts were missing some required items from the list above, namely: hours of work, length of day, and duties. The School will amend its next and future years' contract template accordingly. The revised contract should be

prepared and approved by the School Authority prior to the School's certification inspection.

The School provides an orientation package to inform teachers of the cultural aspects of the area. Although there is a School Handbook, it is in Spanish. The School is currently translating the entire Handbook into English, and in the future, BC teachers will receive an English copy of the handbook along with policies specific to the BC Program.

No teacher expressed concerns to the Team regarding contract compliance issues or unfair treatment.

17. The Authority's Certified British Columbia Program must meet the British Columbia Ministry of Education's current and future requirements for internet connectivity, computer hardware/software, and printer capabilities to ensure efficient electronic transfer and printing of such items as student and British Columbia Certified Teacher registration data, Grade 10, 11 and 12 student courses and marks, and Graduation Program Provincial Examinations. (Schedule "D" lists acceptable product names for electronic and internet connectivity requirements). An Authority may only use a different system with the written approval of the Province. The Province will inform the Authority of changes to requirements which would apply for subsequent School Years.

School facilities include two computer labs. The School informed the Team that they meet the requirements set by the BC Ministry of Education in Appendix D of the Agreement. Software, browser, processor and computer specifications, internet connectivity, email and all peripherals are in place for the appropriate communications and testing requirements, such as provincial e-exams.

Current internet connection consists of two service plans with 10240k for a total of 20480k (20Mbps), 13 Wi-Fi access points, bandwidth: 54Mbps for devices with standard IEEE 802.11g and 300Mbps for devices with standard IEEE 802.11n., range in 80% of the School, 90% of classrooms.

There are 77 desktop computers available for students' use in the K-12 school, distributed in two computer labs. All computers are currently in acceptable operating condition and use Windows XP Professional as their processor.

The Province informed the Team that it has no compliance-related issues with the School regarding this standard.

- 18. The Authority must have policies and procedures related to the provision of a Certified British Columbia Program, including but without limiting the foregoing, policies and procedures pertaining to student discipline, student admission, parental appeals, student supervision and evaluation of the teachers teaching in the BC Program or Certified BC Program, as the case may be, and for the Principal.**

As stated in #16 above, although there is a School Handbook of policies and procedures, it is published in Spanish.

The School will need to develop specific BC program policies (distinct from full-school policies) where necessary; e.g. student admission policy. This will need to be completed and be in place prior to the School's certification inspection.

- 19. The Authority's Certified British Columbia Program must offer the British Columbia Curriculum and meet the subject, instructional time, and learning outcome requirements set out in Sections 1.1 to 6 of Ministerial Order 41/91, the Educational Standards Order enacted under the Independent School Act, and enactments referred to in that order as such are applicable to the Classes of Certification held by the Authority.**

Both BC teachers were visited in their classrooms. Course overviews were reviewed and they contained the required elements of content, planning for assessment (teaching strategies), achievement indicators (assessment methods) and linkage with the British Columbia Curriculum learning outcomes. Daily lesson plans were also viewed.

The Team commends the School on its comprehensive and meaningful planning for teaching the BC Program, as reflected in yearly course overviews and daily lesson planning.

CC's instructional hours meet or exceed the BC Ministry requirements. The School will need, however, to re-calculate instructional hours for BC Program students in total, and specifically for their BC Program courses.

- 20. The Authority must ensure that it provides to all students enrolled in its Certified British Columbia K-9 Program an educational program that meets the requirements set out in Section 4 of Ministerial Order 41/91, the Educational Standards Order enacted under the Independent School Act.**

As the only students enrolled in the BC Program this school year are in Grade 10, this section is not applicable.

21. *If certified to offer a BC Graduation Program, the Authority must provide to all students enrolled in its Certified British Columbia Graduation Program a Graduation Program that will enable students to satisfy British Columbia graduation requirements, as specified in Ministerial Order 302/04, the Graduation Program Order enacted under the British Columbia School Act.*

The School presently offers the BC Program to students enrolled in Grade 10. Current course offerings include: English 10, Foundations of Mathematics and Pre-Calculus 10, Science 10, Social Studies 10, Planning 10, Physical Education 10, and Spanish 10. The School plans to add Grade 11 in the next school year and Grade 12 the following year. The first graduating class from the BC Program is expected in June 2015.

The School understands and is planning a program that would meet BC's graduation requirements.

Discussion took place with the School's leadership team about the load capacity challenges for high school students to attempt to simultaneously complete two full high school programs, both the Columbian and BC programs. The Team encouraged the School to pursue communication with its local education authorities to obtain more course equivalency options in order to reduce student course loads.

22. *The Authority must:*

- (a) provide a course overview for each course in the Certified British Columbia Program accredited towards the British Columbia Certificate of Graduation that includes content, planning for assessment (teaching strategies), achievement indicators (assessment methods) and link with the British Columbia Curriculum learning outcomes, and***
- (b) how does, or will, the School ensure there are no significant discrepancies between grades and provincial exam results***
- (c) use the British Columbia Ministry of Education's British Columbia Performance Standards in reading, writing, and numeracy as an assessment tool for students in Kindergarten to Grade 9 of the Certified British Columbia Program.***

The School provides course overviews for each course in the BC Program. The overviews contain all of the required elements noted in (a) above.

As this is the first year of operation for the BC Program, students have not yet written any provincial examinations.

The School does not offer a Kindergarten to Grade 9 BC Program, therefore, (c) above does not apply.

23. The Authority must ensure that all students, before being eligible to receive a British Columbia Certificate of Graduation, participate, in accordance with the direction of the Province, in Provincial Examinations for all courses that the Provincially examinable under the School Act, unless exempted by the Province in writing, and it establishes and maintains, to the satisfaction of the Province, an assessment and evaluation program.

(a) that demonstrates student progress in achieving intellectual, human, social, and career development,

(b) that includes the Provincial Examinations, and

(c) that demonstrates that all the students are taught in accordance with the requirements of the Certification Status Agreement.

As the School's BC Program commenced this school year, students have not yet written provincial exams. The School is aware, however, of provincial exam requirements and, once certified, is prepared to meet these requirements.

Students are being taught in accordance with the requirements of the Agreement.

24. The Authority must provide a student report card that reflects all courses accredited in the Certified British Columbia Program and/or that are counted towards a British Columbia Certificate of Graduation. The Authority must document its frequency of reporting out on student achievement and how this information is shared with parents or legal guardians.

A formal student report card is under development for the BC Program. The report card format has been approved by the Antioquia Provincial Education Secretariat. Parents and students have online access to student marks 24/7 using *checkmymark.com*. Reports are sent home twice each term. Printouts were available during the inspection visit. Students who are not meeting expectations have reports sent home more often.

One day is set aside each term for Parent-Teacher-Student conferences. It is noteworthy that 90% of parents attended the first conference this past fall.

25. The Authority must maintain Student Records for each student enrolled in a Certified British Columbia Program.

Student files contain signed copies of BC's *Freedom of Information Consent Form* and copies of completed tests and student work samples. The files are stored in a cabinet in the Principal's office. The School is in the process of installing a lock on the cabinet and will secure offsite back-up or fire-proof filing cabinet.

The School is aware of the BC Ministry requirements for Student Records as outlined in the BC Ministry of Education's document entitled *Student Records: Requirements and Best Practice Guidelines*. Once certified, the School will apply for Personal Education Numbers (PENs) for its students and request Student Record 1704 forms.

26. The Authority must have in place policies for evaluations of Authorized Persons and evidence of completed evaluations placed in Authorized Persons' files when the Authority has operated the Certified British Columbia Program for more than one year. Files relating to on-site Authorized Persons must also include copies of British Columbia Certificate of Qualification or Letter of Permission, as applicable, satisfactory criminal record check documents and copies of contracts of employment between the Authority and Authorized Persons.

Teachers' files included copies of teacher contracts, signed *Freedom of Information Consent Forms*, and BC teacher certificates.

Plans are in place for the BC Principal to evaluate the other BC-certified teacher, and for the Offshore Representative to evaluate the BC Principal this school year.

All non-teaching staff members working in the presence of children have local criminal record checks on file.

27. The Authority's Certified British Columbia Program must undergo an annual on-site inspection by the Province in order to maintain Certification. The inspection will include inspection of any School District Business Company website and records where such School

District Business Company is under contract with the Authority to provide and deliver a Certified British Columbia Distributed Learning Program. The Province-appointed inspection team will inspect the Authority's facilities, grounds and equipment used in conjunction with delivering the Certified British Columbia Program, records, administration, operations, teachers, and student academic achievement, and all other items necessary to verify that all requirements for Certification are met and to ensure continuity and sustainability of the delivery of a Certified British Columbia Program.

The School does not offer any courses via distributed learning nor does it contract with any service-provider or School District Business Company to do so.

No previous BC inspection has taken place, as the School's BC Program is only in its first year of operation.

28. The Authority must provide the Province with a letter acknowledging that it will provide assistance in respect of applications for Canadian study permits for graduates from the Certified British Columbia Program and tracking of graduates' post-secondary careers in accordance with the Province's directions. In particular, the Authority commits itself to distributing the Province's form entitled "Consent to Collect, Use and Disclose Personal Information" to all students when they enrol in the Graduation Program, keep the signed form in each student's Student Record and notify the Director in respect of when these forms are in the files.

The School has provided a letter, dated October 10, 2012, to the International Education Branch: BC Ministry of Education, from its EDUCANADA (or international) department, that the School "will provide assistance in respect of applications for Canadian study permits for graduates from the Certified BC Program and tracking of graduates' post-secondary careers in accordance with the Province's directions."

The Province informed the Team that it has a letter on file that indicates the Authority's compliance with the requirements specified in Standard #28.

Distributed Learning (DL) Courses

None.

C. PROMISING PRACTICES, REQUIREMENTS AND SUGGESTIONS

Promising Practices

The Inspection Team wishes to recognize the Authority, School Leadership Team of Directors, BC Principal and Staff of Colegio Canadiense for its:

- Cooperative and supportive working relationships of Authority, Offshore School Representative, Leadership Team of Directors, BC Principal, Teachers and Staff members.
- Positive, caring and family-like School environment; genuinely seeking the best for each student.
- Clear understanding of School mission and goals.
- Comprehensive and meaningful BC Program yearly course overviews and daily lesson plans.
- Beautiful School setting and property.

Requirements

The Authority must attend to the following matters and confirm their completion in writing to the satisfaction of the Director of International Education, responsible for BC Offshore School Programs, by December 31, 2012, and prior to a BC Offshore School Program Certification Inspection being scheduled:

- #4 - Obtain permission from the Director of International Education: BC Ministry of Education, that the current contractual relationship between the Offshore Representative with the Service-Provider (and not with the School Authority) will satisfactorily meet Standard # 4 when supplemented by a letter from the School Authority authorizing the Offshore School Representative to act on the Authority's behalf in all of the responsibilities of an Offshore Representative as outlined in #4 of the Agreement.
- # 16 – Ensure that all items listed in section #16 of the Agreement are included in BC teacher contracts. This includes such items as: hours of work, duties, and length of school day.
- #18 – Provide specific BC Program policies distinct from full-school policies where necessary.
- # 21 - Obtain permission from the Director of International Education: BC Ministry of Education under section 5. (a) (i) for PE and 5. (c) (i) for

Spanish, of the Appendix to Schedule A of the *Offshore School British Columbia Program Certification Status Agreement*, to obtain permission for these two courses to be taught in Spanish by locally-certified teachers.

Suggestions

The Inspection Team suggests that the School devote the necessary time and energy to develop/enhance the following items prior to the School's inspection for BC Offshore School Program Certification:

- #5 – Enhance abilities to *demonstrate* due diligence regarding matters of student safety.
- # 9 - Develop comprehensive and effective strategies for enhancing student English and literary proficiencies in K-9, in order to admit students into the BC Program who are prepared to meet with success in completing the BC Graduation Program.
- #11 - Enhance English library resources: fiction and non-fiction and develop, plan and budget to do so.
- # 14 - Professional development plan that matches the most central and critical needs of the School.
- #19 – Recalculate instructional hours for BC Program students in total, and specifically for BC Program courses.

D. SUMMATIVE RECOMMENDATION

The Candidate Status Inspection Team recommends to the Director of International Education that, contingent on the School's responses to the above listed Requirements to the satisfaction of the Director, that the British Columbia Program offered at Colegio Canadiense be granted Candidate Status.

NOTE: Appendix A attached.

APPENDIX A

SUMMARY OF TEACHER CERTIFICATION

NON-COMPLIANCE, APPLICATION(S) IN PROCESS & EXPIRING CERTIFICATES

COLEGIO CANADIENSE

1. Non-compliance (not yet applied for TRB certification)

TEACHER'S NAME	GRADE LEVELS / COURSES CURRENTLY TEACHING
S22	PE 10
S22	SPANISH 10

2. TRB Application in progress:

TEACHER'S NAME	TYPE OF CERTIFICATE APPLIED FOR	DATE OF APPLICATION

3. Expired TRB certificates or Annual Fee lapsed

TEACHER'S NAME	EXPIRY DATE

Additional Certification Concerns: