



MINISTRY OF
EDUCATION

CONTRACT APPROVAL SHEET
NEW CONTRACTS

Use this form as an internal cover sheet for the draft contract when seeking Finance and Administrative Services Branch pre-approval. May also be used optionally for any other contracts.

Legal Name of Contractor (verified via BC Online Corporate Registry):

SCHOOL DISTRICT NO 73 BUSINESS COMPANY

Secundee Name (applicable to Secondment Agreements only):

Contract No.:

C13/2431

Supplier No: 2422425

Site No. 001

Ministry Department, Branch, or Office Name:

Business Technology & Online Services Division

Contract Manager:

Donna Thatcher Phone: 250-508-3758

Contract Description (in short, what is it for and why):

Provide for Base Operations on LearnNowBC.ca and provide and maintain Elluminate province-wide license

Procurement Process: (CAS Descriptive Flex Field)

- ☐ 100 = Open Competitive Process
☐ 200 = Direct Award - Public Sector Organization
☒ 201 = Direct Award - Sole Source
☐ 202 = Direct Award - Emergency
☐ 203 = Direct Award - Security, Order, etc.
☐ 204 = Direct Award - Confidentiality
☐ 205 = Direct Award - Notice of Intent
☐ 206 = Direct Award - No Justification
☐ 207 = Direct Award - Under \$25,000
☐ 300 = Direct Invitation to Selected Vendors
☐ 400 = Selected Vendor from Pre-Qualification List
☐ 401 = Competition Among Vendors on a Pre-Qualification List
☐ 500 = Purchase from a Corporate Supply Arrangement
☐ 600 = Other Purchase Process
(eg. secondment agreements, ministerial appointees, appointees to committees, or as recommended by FASB)
☐ 602 = Grants and Entitlements

Agreement on Internal Trade (AIT) Process: (CAS Descriptive Flex Field)

- ☐ 100 = Purchase Subject to the AIT (all service contracts > 100,000)
☐ 200 = Purchase Below Applicable AIT Threshold
(all service contracts < \$100,000)
☒ 300 = Purchase of an Exempted Commodity/Service
(eg. grants, contribution agreements, secondment agreements,
ministerial appointees, appointees to committees, or as recommended by
FASB)
☐ 400 = AIT Excluded - Emergency
☐ 500 = AIT Excluded - Security, Order, etc.
☐ 600 = AIT Excluded - Product Compatibility or Exclusive Rights
☐ 700 = AIT Excluded - Procurement of Prototype
☐ 800 = AIT Excluded - Regional/Economic Development

Type of Contract (PO Class):

- ☒ A = Transfer Under Agreement (or Letter of Conditions)
☐ C = Services
☐ C = Systems Related
☐ C = Memorandum of Understanding (Interagency Agreement)
☐ C = Custom Contract (Approved by FASB & Legal Services Branch)
☐ C = Secondment
☐ G = Grant (Letter of Award)
☐ Other (Please Specify):

Contract Start Date: September 15, 2012

Contract End Date: March 31, 2013

Option to Renew? Yes ☐ No ☒

WorkSafeBC Coverage Required
and Checked?

Yes ☐

No ☒

Performance Guarantee or Holdback Required?

Yes ☐

No ☒

TOTAL CONTRACT VALUE

Fiscal Years:	2012/2013	2013/2014	TOTAL
Fees:	\$845,852	\$n/a	\$845,852
Expenses: N/A	\$n/a	\$n/a	\$n/a
Value of Contract: (Fees + Expenses)	\$845,852		Total \$845,852

CURRENT FISCAL YEAR CODING

Response Centre	Service Line	STOB(s)	Project Number	Amount
22613	07052	8001	2200229	\$845,852
Current Year Value:				\$845,852

FOR DIRECT AWARDS OVER \$25,000:

If this contract is over \$25,000 and has been direct awarded, check off one of the following allowable policy exceptions and provide further rationale in the space below:

- ☐ an unforeseeable emergency exists and the services could not be obtained in time by means of a competitive process.
- ☐ use of a competitive process would interfere with the ability to maintain security, or order, or to protect human, animal or plant life, or health.
- ☐ the services to be purchased are of a confidential or privileged nature and disclosure through an open bidding process could reasonably be expected to compromise government confidentiality, cause economic disruption or otherwise be contrary to the public interest.
- ☐ the ministry or office can strictly prove that only one contractor is qualified and available to perform the services.
- ☒ the contract is with another public or government organization (eg. school boards, post-secondary institutions and other gov't-related entities).

Additional rationale to justify the direct award (attach file note, if more space needed):

If this contract is over \$50,000 and has been direct awarded, has a Notice of Intent been posted to BC Bid?

Yes ☐

No ☒

Number of contracts awarded to the same contractor by your branch or office in the last 12 months: 0

Contract Manager Certification:

I certify that this contract meets the requirements of ministry contract policy (Financial Mgmt. Policy and Procedures Manual, Chapter 4).

Contract Manager (Qualified Receiver): (Please Print or Type Name)

DONNA THATCHER

Telephone Number:

250 - 508-3758

Signature:

Donna Thatcher

Date:

Aug 3 /12

Comments:

Where required, Finance & Administrative Services Branch and ADM, Resource Management approval includes review for policy compliance, completeness and clarity, NOT for program appropriateness.

Contract Approvals (signatures below): Refer to policy in FASB's *Financial Policy and Procedures Manual*, Chapter 4 - Contract Management

Print or Type name of Contract Administrator:

Sherry Doak / Diana Lucas

Telephone number:

Contract Administrator and/or FASB Contract Review Signature:

Date:

Comments:

Expense Authority Signature:

RENATE BUTTERFIELD

Date:

Aug. 8/12

Comments:

ADM, Resource Management Signature:

Date:

Comments:

Deputy Minister Signature:

Date:

Comments:

FINAL INSTRUCTIONS:

CONTRACT MANAGER: Please forward original Contract Approval Sheet and original Contract to FASB Contract and Procurement Services Unit immediately after contract has been signed by both parties. Retain copies for the local office contract case file.

PROVINCE OF BRITISH COLUMBIA
MINISTRY OF EDUCATION

TRANSFER UNDER AGREEMENT

THIS AGREEMENT dated for reference the 15th day of September, 2012

BETWEEN:

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

(the "Province")

OF THE FIRST PART

AND:

SCHOOL DISTRICT 73 BUSINESS COMPANY
1383 9th Avenue
Kamloops BC
V2C 3X7)
(the "Recipient")

OF THE SECOND PART

The parties to this Agreement agree as follows:

SECTION 1 - APPOINTMENT

- 1.01 The Province retains the Recipient to provide the services (the "Services") during the term (the "Term"), both described in Schedule "A".

SECTION 2 - PAYMENT OF A FINANCIAL CONTRIBUTION

- 2.01 Subject to the provisions of this Agreement, the Province will provide the Recipient with a financial contribution (the "Financial Contribution"), in the amount and manner, and at the times set out in Schedule "B" attached to this Agreement.
- 2.02 Notwithstanding any other provision of this Agreement the payment of the Financial Contribution" by the Province to the Recipient pursuant to this Agreement is subject to:
- (a) there being sufficient monies available in an appropriation, as defined in the *Financial Administration Act* ("FAA"), to enable the Province, in any fiscal year when any payment of money by the Province to the Recipient falls due pursuant to this Agreement, to make that payment; and
 - (b) Treasury Board, as defined in the FAA, not having controlled or limited, pursuant to the FAA, expenditure under any appropriation referred to in subparagraph (a) of this paragraph.
- 2.03 The Recipient must:
- (a) apply for any refund or remission of federal or provincial tax or duty available with respect to any items that the Province has paid for or agreed to pay for under this Agreement (the "Refund"), and
 - (b) on receipt of the Refund, comply with the requirements concerning the use, application or remittance of the Refund set out in Schedule "B" to this Agreement.
- 2.04 Paragraph 2.03 continues in force indefinitely, even after this Agreement expires or is terminated.

SECTION 3 - REPRESENTATIONS AND WARRANTIES

- 3.01. The Recipient represents and warrants to the Province with the intent that the Province will rely thereon in entering into this Agreement that:
- (a) all information, statements, documents and reports furnished or submitted by it to the Province in connection with this Agreement are true and correct;
 - (b) it has no knowledge of any fact that materially adversely affects, or so far as it can foresee, might materially adversely affect, its properties, assets, condition (financial or otherwise), business or operations or its ability to fulfill its obligations under this Agreement;
 - (c) it is not in breach of, or in default under, any law, statute or regulation of Canada or of the Province of British Columbia applicable to or binding on it or its operations;
- 3.02 All statements contained in any certificate, application, proposal or other document delivered by or on behalf of the Recipient to the Province under this Agreement or in connection with any of the transactions contemplated hereby will be deemed to be representations and warranties by the Recipient under this Agreement.
- 3.03 All representations, warranties, covenants and Agreements made herein and all certificates, applications or other documents delivered by or on behalf of the Recipient are material and will have been relied upon by the Province and will continue in full force and effect during the continuation of this Agreement.

SECTION 4 - RELATIONSHIP

- 4.01 No partnership, joint venture, agency or other legal entity will be created by or will be deemed to be created by this Agreement or any actions of the parties pursuant to this Agreement.
- 4.02 The Recipient will be an independent contractor and not the servant, employee or agent of the Province;
- 4.03 The Recipient will not in any manner whatsoever commit or purport to commit the Province to the payment of money to any person, firm or corporation.
- 4.04 The Province may, from time to time, give instructions to the Recipient in relation to the carrying out of the Services, and the Recipient will comply with those instructions but will not be subject to the control of the Province regarding the manner in which those instructions are carried out except as specified in this Agreement.

SECTION 5 - RECIPIENT'S OBLIGATIONS

- 5.01 The Recipient will:
- (a) carry out the Services in accordance with the terms of this Agreement during the Term stated in Schedule "A" of this Agreement;
 - (b) comply with the payment requirements set out in Schedule "B", including all requirements concerning the use, application and expenditure of the Financial Contribution provided under this Agreement;
 - (c) comply with all applicable laws;
 - (d) hire and retain only qualified staff;
 - (e) without limiting the provisions of subparagraph (c) of paragraph 5.01, carry out criminal record checks as required by the *Criminal Records Review Act*, in accordance with Schedule "D", if attached to this Agreement; and
 - (f) Unless agreed otherwise supply, at its own cost, all labour, materials and approvals necessary to carry out the Services.
 - (g) co-operate with the Province in making such public announcements regarding the Services and the details of this Agreement as the Province requests; and
 - (h) acknowledge the financial contribution made by the Province to the Recipient for the Services in any Materials, by printing on each of the Materials the following statement:
"We gratefully acknowledge the financial support of the Province of British Columbia"

through the Ministry of Education."

SECTION 6 - RECORDS

- 6.01 The Recipient will:
- (a) establish and maintain accounting and administrative records in form and content satisfactory of the Province, to be used as the basis for the calculation of the Financial Contribution;
 - (b) establish and maintain books of account, invoices, receipts and vouchers for all expenses incurred in form and content satisfactory to the province; and
 - (c) permit the Province at any time or times during normal business hours, to copy or audit, or both, any or all of the books of account and records (including original supporting documents) referred to in sub-paragraphs (a) and (b) of this paragraph.
- 6.02 The Recipient will not, without the express written consent of the Province, dispose of any time records, books of account, invoices, receipts or vouchers relevant to this Agreement.

SECTION 7 - STATEMENTS AND ACCOUNTING

- 7.01 Within 3 months of being requested to do so by the Province, the Recipient will:
- (a) provide to the Province, audited financial statement(s) for the Recipient's last fiscal year, covering the term of this Agreement;
- 7.02 At the sole option of the Province, any portion of the Financial Contribution provided to the Recipient under this Agreement and not expended at the end of the Term shall be:
- (a) returned by the Recipient to the Minister of Finance;
 - (b) retained by the Recipient as supplemental funding provided for under an amendment to this Agreement; or
 - (c) deducted by the Province from any future funding requests submitted by the Recipient and approved by the Province.

SECTION 8 - REPORTS

- 8.01 Upon the Province's request, the Recipient will:
- (a) in a timely manner, fully inform the Province of the work completed and remaining to be done by the Recipient under this Agreement, and
 - (b) permit the Province at all reasonable times to inspect, audit, examine, review and copy any findings, data, specifications, drawings, working papers, reports, surveys, spread sheets, evaluations, documents, databases and material, (both printed and electronic, including, but not limited to, hard disk or diskettes), whether complete or not, that is produced or otherwise acquired by the Recipient as a result of this Agreement (collectively, the "Material").

SECTION 9 - CONFLICT OF INTEREST

- 9.01 The Recipient will not, during the Term, perform a service for or provide advice to any person, or entity where the performance of such service or the provision of the advice may, in the reasonable opinion of the Province, give rise to a conflict of interest between the obligations of the Recipient to the Province under this Agreement and the obligations of the Recipient to such other person, or entity.

SECTION 10 - CONFIDENTIALITY

- 10.01 The Recipient will treat as confidential all information or material supplied to or obtained by the Recipient, or any sub-contractor, as a result of this Agreement and will not, without the prior written consent of the Province, except as required by applicable law including *the Freedom of Information and Protection of Privacy Act*, permit its disclosure except to the extent that such disclosure is necessary to enable the Recipient to fulfill its obligations under this Agreement.

SECTION 11 - DEFAULT

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

- (a) the Recipient fails to comply with any provision of this Agreement;
- (b) any representation or warranty made by the Recipient in accepting this Agreement is untrue or incorrect;
- (c) any information, statement, certificate, report or other document furnished or submitted by or on behalf of the Recipient pursuant to or as a result of this Agreement is untrue or incorrect;
- (d) the Recipient ceases, in the opinion of the Province, to operate;
- (e) a change occurs with respect to any one or more, including all, of the properties, assets, condition (financial or otherwise), business or operations of the Recipient which, in the opinion of the Province, materially adversely affects the ability of the Recipient to fulfill its obligations under this Agreement;
- (f) an order is made or a resolution is passed or a petition is filed for the liquidation or winding up of the Recipient;
- (g) the Recipient becomes insolvent or commits an act of bankruptcy or makes an assignment for the benefit of its creditors or otherwise acknowledges its insolvency;
- (h) a bankruptcy petition is filed or presented against, or a proposal under *the Bankruptcy and Insolvency Act* (Canada) is made by, the Recipient;
- (i) a receiver or receiver-manager of any property of the Recipient is appointed; or
- (j) the Recipient permits any sum which is not disputed to be due by it to remain unpaid after legal proceedings have been commenced to enforce payment thereof.

SECTION 12 - TERMINATION

12.01 Upon the occurrence of any Event of Default and at any time thereafter the Province may, notwithstanding any other provision of this Agreement, at its option, elect to do any one or more of the following:

- (a) terminate this Agreement, in which case the payment of the amount required under paragraph 12.03 of this Agreement will discharge the Province of all liability to the Recipient under this Agreement;
- (b) require the Event of Default be remedied within a time period specified by the Province;
- (c) suspend any installment of the Financial Contribution or any amount that is due to the Recipient while the Event of Default continues;
- (d) waive the Event of Default;
- (e) pursue any other remedy available at law or in equity.

12.02 The Province may also, at its option, either:

- (a) terminate this Agreement on 30 days' written notice, or
- (b) terminate this Agreement immediately if the Province determines that the Recipient's failure to comply places the health or safety of any person receiving the Services at immediate risk,

and in either case, the payment of the amount required under paragraph 12.03 of this Agreement will discharge the Province of all liability to the Recipient under this Agreement.

12.03 Where this Agreement is terminated before 100% completion of the Services, the Province will pay to the Recipient that portion of the Financial Contribution which is equal to the portion of the Services completed to the satisfaction of the Province prior to termination.

SECTION 13 - DISPUTE RESOLUTION

- 13.01 All disputes arising out of or in connection with this Agreement will be referred to and finally resolved by arbitration pursuant to the *Commercial Arbitration Act*.

SECTION 14 - INSURANCE AND INDEMNITY

- 14.01 During the Term of this Agreement, the Recipient will provide, maintain and pay for insurance as specified in Schedule "C", if any, which may be amended from time to time at the sole discretion of the Province.
- 14.02 Without limiting the provisions of subparagraph (c) of paragraph 5.01, the Recipient will comply with the Workers' Compensation Legislation for the Province of British Columbia.
- 14.03 The Recipient will indemnify and save harmless the Province, its employees and agents, from and against any and all losses, claims, damages, actions, causes of action, costs and expenses that the Province may sustain, incur, suffer or put to at any time either before or after the expiration or termination of this Agreement, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission of the Recipient, or of any agent, employee, officer, director or sub-contractor of the Recipient pursuant to this Agreement, excepting always liability arising out of the independent negligent acts of the Province.

SECTION 15 - ASSIGNMENT AND SUB-CONTRACTING

- 15.01 The Recipient will not, without the prior, written consent of the Province:
- (a) assign, either directly or indirectly, this Agreement or any right of the Recipient under this Agreement; or
 - (b) sub-contract any obligation of the Recipient under this Agreement.
- 15.02 No sub-contract entered into by the Recipient will relieve the Recipient from any of its obligations under this Agreement or impose upon the Province any obligation or liability arising from any such sub-contract.
- 15.03 This Agreement will be binding upon the Province and its assigns and the Recipient, the Recipient's successors and permitted assigns.

SECTION 16 - OTHER FUNDING

- 16.01 If the Recipient receives funding for or in respect of the Services from any person, firm, corporation or other government or governmental body, then the Recipient will immediately provide the Province with full and complete details thereof.

SECTION 17 - NOTICES

- 17.01 Any written communication from the Recipient to the Province must be mailed, personally delivered, faxed or electronically transmitted to the following address:

*Renate Butterfield, Assistant Deputy Minister
Business Technology & Online Services Division
Ministry of Education
PO Box 9132, Stn Prov Govt
Victoria BC V8W 9B5*

*Phone: (250) 387-7097
Email: Renate.Butterfield@gov.bc.ca*

- 17.02 Any written communication from the Province to the Recipient must be mailed, personally delivered, faxed or electronically transmitted to the following address:

*Terrence Sullivan, Ph.D
School District 73 Company*

*1383 9th Avenue
Kamloops BC, V2C 3X7*

*Phone: (250) 374-0679
Email: tsullivan@sd73.bc.ca*

- 17.03 Any written communication from either party will be deemed to have been received by the other party on the third business day after mailing in British Columbia; on the date of personal delivery if personally delivered; or on the date of transmission if faxed;
- 17.04 Either party may, from time to time, notify the other party in writing of a change of address and, following the receipt of such notice, the new address will, for the purposes of paragraph 18.01 or 18.02 of this Agreement, be deemed to be the mailing address of the party giving notice.

SECTION 18 - NON-WAIVER

- 18.01 No term or condition of this Agreement and no breach by the Recipient of any such term or condition will be deemed to have been waived unless such waiver is in writing signed by the Province and the Recipient.
- 18.02 The written waiver by the Province or any breach by the Recipient of any term or condition of this Agreement will not be deemed to be a waiver of any other provision of any subsequent breach of the same or any other provision of this Agreement.

SECTION 19 - ENTIRE AGREEMENT

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

SECTION 20 - SURVIVAL OF PROVISIONS

- 20.01 All of the provisions of this Agreement in favour of the Province including, without limitation, paragraphs 2.02, 4.03, 6.01, 7.02, 8.01, 10.01, 12.03, 14.03, 17.01 to 17.04, and all of the rights and remedies of the Province, either at law or in equity, will survive any expiration or sooner termination of this Agreement.

SECTION 21 - MISCELLANEOUS

- 21.01 This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.
- 21.02 The Schedules to this Agreement are an integral part of this Agreement as if set out at length in the body of this Agreement.
- 21.03 No amendment or modification to this Agreement will be effective unless it is in writing and duly executed by the parties.
- 21.04 If any provision of this Agreement or the application 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 thereby and will be enforceable to the extent permitted by law.
- 21.05 Nothing in this Agreement operates as a consent, permit, approval or authorization by the Government of the Province of British Columbia or any Ministry or Branch thereof to or for anything related to the Services that by statute, the Recipient is required to obtain unless it is expressly stated herein to be such a consent, permit, approval or authorization.
- 21.06 Where the Recipient is a corporation, the Recipient warrants that the signatory has been duly authorized by the Recipient to execute this Agreement without corporate seal on behalf of the Recipient.

- 21.07 This Agreement may be executed by the parties in separate counterparts each of which when so executed and delivered shall be an original, and all such counterparts may be delivered by facsimile transmission and such transmission shall be considered an original.
- 21.08 For the purpose of paragraphs 21.09 and 21.10, an "Event of Force Majeure" includes, but is not limited to, acts of God, changes in the laws of Canada, governmental restrictions or control on imports, exports or foreign exchange, wars (declared or undeclared), fires, floods, storms, strikes (including illegal work stoppages or slowdowns), lockouts, labour shortages, freight embargoes and power failures or other cause beyond the reasonable control of a Party, provided always that lack of money, financing or credit will not be and will not be deemed to be an "Event of Force Majeure".
- 21.09 Neither party will be liable to the other for any delay, interruption or failure in the performance of their respective obligations if caused by an Event of Force Majeure, in which case the time period for the performance or completion of any such obligation will be automatically extended for the duration of the Event of Force Majeure.
- 21.10 If an Event of Force Majeure occurs or is likely to occur, then the party directly affected will notify the other Party forthwith, and will use its reasonable efforts to remove, curtail or contain the cause of the delay, interruption or failure and to resume with the least possible delay compliance with its obligations under this Agreement.

The parties hereto have executed this Agreement the day and year as set out above.

SIGNED AND DELIVERED by the
Recipient or an Authorized
Representative of the Recipient.

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(Terrence Sullivan)

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(Signature)

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SIGNED AND DELIVERED on behalf
of the Province by an Authorized
Representative of the Province.

(Renate Butterfield)

(Signature)

SCHEDULE A

BACKGROUND

The LearnNowBC (LNBC) website portal was launched in October 2006 as a means of providing students with access to educational choice, flexible options and services that directly support their achievement. Helping students find courses and schedules that align with their needs and lifestyles is one way that LearnNowBC adds value to the K-12 education system.

Over the last five years LearnNowBC has grown to its current capacity, now supporting over 110,000 BC students each year. The portal has services that range from a Course Finder, Collaborate web conferencing tool and a Study Centre which responds to the needs of any BC student requiring learning support in 23 subjects. There is also a wealth of other online resources available for students, teachers, Early Childhood educators, and families.

As of September 15, 2012 the Kamloops SD73 Business Company (SD73BC) will take over the full operations of the LearnNowBC portal.

The SD73BC will continue to:

- Enhance the achievement of students through distributed learning.
- Make British Columbia a leader in online educational programs.
- Promote distributed learning in British Columbia.

It is the goal of SD73BC to continue to expand services available for K-12 students as well as for parents and educators by continually updating offerings for the LearnNowBC.ca users.

SERVICES

In support of the Minister of Education's agreement for delivery of distributed learning with boards of education, the Province will provide a financial contribution to the Recipient to provide the following services to the satisfaction of the Province. Under this agreement, Renate Butterfield, Assistant Deputy Minister (ADM), Business Technology & Online Services Division, Ministry of Education, will represent the Province.

The Recipient will:

1. Continue to provide for base operations on LearnNowBC.ca, including but not limited to Academic and Career Advising, Distributed Learning Course Finder, and Daily Physical Activity Tracker (student and educator).
2. Continue to provide and maintain Elluminate province-wide license on www.LearnNowBC.ca.
3. Continue to provide the Study Center offering tutoring services to the students of British Columbia on www.LearnNowBC.ca.

4. Provide a representative to meet with the designated Ministry contact on a monthly basis to communicate and discuss the ongoing operations of the LearnNowBC website portal, trends and opportunities.
5. Submit to the Province a series of statistics reports of the Services provided on the LearnNowBC site, showing month-over-month trend data highlighting anomalies on a quarterly basis. Statistics Reports to be submitted to the Province within ten working days of the end of the quarter being reported on. They must contain the following detail:

<p><u>LearnNowBC</u> Itemize to include:</p> <ul style="list-style-type: none"> • The number of students accessing the service. • The number of educators accessing the service. • The number of parents accessing the service. 	<p><u>Daily Physical Activity (DPA)</u> Itemize to include:</p> <ul style="list-style-type: none"> • The number of schools. • Number of students DPA logs and number of activities. <p>Further detail must be available by students and school should the ministry request this information.</p>
<p><u>Study Center (Tutoring)</u> Itemize to include:</p> <ul style="list-style-type: none"> • One to One online tutoring. • Success Checker (self assessment). • Charged up for Math and Science (streaming video). <p>Where possible show aggregate data according to individual course and supports.</p>	<p><u>Course Finder Detail</u> Itemize to include:</p> <ul style="list-style-type: none"> • Number of views for course finder and detail • A supplemental report to the number of enrolments that have been processed through the LearnNowBC site.
<p><u>Educator Network</u> Itemize to include:</p> <ul style="list-style-type: none"> • Professional Development. • Elluminate Usage and Cyber Safety. 	<p><u>Parent Information Network</u> Itemize to include:</p> <ul style="list-style-type: none"> • Number of parents accessing the site by service or information section.
<p><u>Early Learning</u> Itemize to include:</p> <ul style="list-style-type: none"> • Usage by Professional Development. • Forum usage. 	<p><u>Elluminate Usage - Meeting and Attendees</u> Itemize to include:</p> <ul style="list-style-type: none"> • Usage by Room, Attendee and Recordings.
<p><u>Active World -</u> Itemize to include:</p> <ul style="list-style-type: none"> • Provide hosting and technical support for the BC Nexus pilot project. 	<p><u>CEET Moodle Meets:</u></p> <ul style="list-style-type: none"> • Provide hosting and technical support for Moodle Meets on LearnNowBC.
<p><u>Educational Resource Acquisition Consortium (ERAC) - Digital Content</u></p> <ul style="list-style-type: none"> • Provide single Sign-on authentication, 24/7 hosting for the ERAC digital offerings. • Provide Tier 1 & 2 level Support Desk for district users. • Technical Support to enable provincial resources. 	<p><u>Open School BC (OSBC)</u></p> <ul style="list-style-type: none"> • Provide integration of Collaborate web tool into the LMS LEARN that is provincially hosted through OSBC.

6. The Ministry may require additional information and statistics from the Recipient if and when requested.
7. The Recipient will negotiate for annual portal operational maintenance activities, Study Centre Tutoring, Academic Advising (as required) and for annual province-wide Blackboard/Collaborate license on or before the end of November 2012.
8. The Recipient will submit the Province, on or before March 31, 2013, a **Final Statistics Report** for statistics from September 1, 2012 to March 31, 2013 along with a detail of receipt and expenditure of the Financial Contribution.

Term of the agreement: Beginning on September 15, 2012 and ending on March 31, 2013

SCHEDULE "B"
Financial Contribution

1. The Province agrees to provide a Financial Contribution to the Recipient in the amount of **\$845,852.00** for the provision of the Services during the Term of the Agreement, both described in Schedule "A".
2. Funds contributed under this Agreement will be expended by the Recipient only for the purposes of this Agreement in accordance with any conditions set out in this Agreement. The Province will initiate payments as set out below:
 - a) **Upon execution of this agreement** **\$395,852.00**
 - b) **On or before December 14, 2012**, and subject to receipt and approval of the required monthly Statistics Reports (September 2012, October 2012, November 2012, December 2012, January 2013) **\$450,000.00**
 - d) **On or before the 30th of each month for the preceding month**, and subject to receipt and approval, submission of the remaining monthly Statistics Reports (January 2013, February 2013, March 2013) and a **Final Statistics report** for September 15, 2012 to March 31, 2013, along with a full accounting of the receipt and expenditure of the financial contribution.
3. In accordance with paragraphs 2.03 and 2.04 of the Agreement, all such refunds or remissions obtained by the Recipient must be applied to the provision of the Services set out in Schedule "A" or performance of any other obligation of the Recipient under this Agreement in respect of those services.

NON-BC RESIDENT DISTRIBUTED LEARNING AGREEMENT

THIS AGREEMENT is made on the 11th day of June, 2010.

BETWEEN:

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

OF THE FIRST PART

AND:

SCHOOL DISTRICT NO. 73 BUSINESS COMPANY (the "Business Company")

OF THE SECOND PART

WHEREAS:

- A. The Business Company is a wholly-owned subsidiary of the Board of Education of School District No. 73 (Kamloops/Thompson), wishes to deliver educational programs containing Ministry graduation program courses by means of distributed learning to non-BC resident students.
- B. This Agreement constitutes the Ministry's agreement for the Business Company to deliver educational programs containing Ministry graduation program courses by means of distributed learning to non-BC resident students during the Term of this Agreement.
- C. By this Agreement, the Ministry and the Business Company intend to facilitate the earning of Dogwood Diplomas by non-resident learners, recognizing that the Business Company cannot directly or indirectly: a) provide all the required courses leading to graduation, and b) give credit for any courses. The Ministry and the Business Company acknowledge that credit for courses provided by the Business Company can only be given by: a) an offshore school authority when the learner is enrolled with the offshore school authority, or b) by a board following an equivalency review process as described in the Graduation Program Order M302/04.
- D. The Business Company and the Ministry are committed to protecting the integrity of the British Columbia graduation program and ensuring the quality control of distance education programs through distributed learning best practices by certified British

Columbia teachers as well as baseline writing samples through diagnostic essays and enhanced learning experiences in English through the use of videoconferencing.

THEREFORE THIS AGREEMENT WITNESSES that the parties agree as follows:

1.0 DEFINITIONS

1.01 In this Agreement

“board” means a board of school trustees constituted under the School Act;

“Board Authorized Course” means a Grade 10, Grade 11 or Grade 12 course developed or adopted by a board that meets the requirements in the Board Authorized Course Order;

“British Columbia Curriculum” means the documents published by the Ministry of Education and specified as educational program guides in the Educational Program Guide Order M3333/99 as revised from time to time;

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

“Educational Material” means handbooks, guidelines and other documents owned by the Province and accessible on the Ministry of Education website;

“Graduation Program” means the courses listed in Appendix A;

“Dogwood Diploma” means a British Columbia Certificate of Graduation;

“Educator” means a person holding a certificate of qualification from the British Columbia College of Teachers who is employed by the Business Company to provide an educational program to Learners;

“Learner” means a non-BC resident who is registered in an educational program provided by the Business Company;

“Ministry Courses” means the subject area Curriculum Guide, Integrated Resource Package or Program Guide referred to in Educational Program Guide Order M3333/99

“offshore school authority” means a school authority outside British Columbia that has entered into an agreement with the Province under which the Province has certified the educational program offered by the school authority as a British Columbia certified program;

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

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

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

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

2.01 Notwithstanding the date of execution and delivery of this Agreement, the Term of this Agreement will commence on June 11, 2010 and end on June 30, 2013, unless terminated earlier in accordance with this Agreement.

3.0 RENEWAL

3.01 The Ministry may renew this Agreement by giving the Business Company notice in writing prior to June 30, 2013.

3.02 If the Agreement is not renewed by the Ministry in accordance with section 3.01, it terminates on June 30, 2013.

4.0 AMENDMENT

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

4.02 This agreement may be amended at any time by consent of the parties.

5.0 BUSINESS COMPANY OBLIGATIONS AND FEES

5.01 The Business Company will provide educational programs by means of Distributed Learning which consist of provincial and Board Authorized Courses.

- 5.02 The Business Company will comply with all applicable British Columbia legislation, including Part 6.1 of the School Act.
- 5.03 The Business Company will prepare and submit to the Ministry reports and statements in the form, with the information and at the time required by the Ministry.
- 5.04 The Business Company will comply with all Ministry policies, as they are amended from time to time, pertaining to the delivery of the graduation program by means of Distributed Learning including, but not limited to, those requiring the Business Company to:
- (a) Meet or exceed the Distributed Learning Standards
http://www.bced.gov.bc.ca/dist_learning/documents/dlstandards.pdf;
 - (b) Align its website with criteria established by the Ministry
http://www.bced.gov.bc.ca/policy/policies/distance_ed.htm
- 5.05 The Business Company acknowledges and agrees to the Quality Assurance Protocols set out in Appendix "B" and agrees to comply with the quality assurance process set out therein.
- 5.06 The Business Company will not offer Learners English 12 and Social Studies 11 either by Distributed Learning or by face-to-face direct instruction.
- 5.07 The Business Company will provide the Ministry with complete, current, and accurate information about the Distributed Learning educational programs, including website, courses offered, and contact information as required during the term of this Agreement.
- 5.08 In delivering all or part of an educational program by means of Distributed Learning, the Business Company will:
- (a) employ only Educators who have prior experience or training in teaching using Distributed Learning methods; and
 - (b) provide ongoing Distributed Learning-related training and professional development for Educators referred to in paragraph (a).
- 5.09 The Business Company will pay fees to the Ministry for the following, as more specifically set out in Appendix "C" attached:
- (a) a per student per exam fee;

- (b) a per student administration fee for record keeping on www.learnnowbc.ca; and

5.10 The Business Company will use www.learnnowbc.ca to register and track Learners.

5.11 The Business Company acknowledges that the Ministry is required to comply with the Freedom of Information and Protection of Privacy Act, R.S.B.C. 1996, c. 186, and that this Agreement may require the collection of relevant personal information about Learners registered with the Business Company and Educators. The Business Company is responsible for obtaining written consents of each Educator and Learner for the disclosure of personal information to the Ministry as required under this Agreement and for accessing this information outside of Canada. The Business Company must keep the written consent in its records.

6.0 REPRESENTATIONS AND WARRANTIES

6.01 The Business Company represents and warrants to the Ministry, with the intent that the Ministry will rely thereon in entering into this Agreement and throughout the continuance of this Agreement, that:

- (a) all information, statements, documents, records and reports furnished or submitted by the Business Company to the Ministry in connection with this Agreement are true and correct;
- (b) all necessary proceedings will have been taken and done and all statutory and contractual approvals will have been obtained to authorize the execution and delivery of this Agreement by the Business Company;
- (c) this Agreement has been legally and validly authorized and executed by the Business Company and is legally binding upon and enforceable against the Business Company in accordance with its terms; and
- (d) the delivery of the educational programs contemplated by this Agreement will not constitute a breach by the Business Company of any statute, bylaw or regulation, agreement or of its documents.

6.02 All statements contained in any certificate, application or other document delivered by or on behalf of the Business Company to the Ministry under this Agreement or in connection with the delivery of the educational programs contemplated under this Agreement will be deemed to be representations and warranties by the Business Company under this Agreement.

6.03 All representations, warranties, covenants and agreements made herein and all certificates, applications or other documents delivered by or on behalf of the

Business Company are material and will conclusively be deemed to have been relied upon by the Ministry and will continue in full force and effect during the continuation of the Agreement.

- 6.04 The Business Company warrants that it will not offer any teaching by means of direct face-to-face instruction in a classroom setting inside or outside Canada.

7.0 RELATIONSHIP

- 7.01 No partnership, joint venture, agency or other legal entity will be created by or will be deemed to be created by this Agreement or any actions of the parties pursuant to this Agreement.
- 7.02 The Business Company is not the servant, employee or agent of the Ministry.
- 7.03 The Business Company must not in any manner whatsoever commit or purport to commit the Ministry to the payment of money to anyone.

8.0 PROVINCIAL EXAMS

- 8.01 The Business Company must ensure that all Learners registered in a course will write the corresponding Provincial Examination if the exam is required for course completion by the Graduation Program Order.
- 8.02 The Business Company must ensure that all Learners take exams by electronic means, regardless of whether the exam is also available in paper format.
- 8.03 The Business Company must ensure that it complies with all exam writing site invigilation requirements specified by the Ministry.
- 8.04 The Business Company must advise the Ministry of the number of copies of all relevant Provincial Examinations for Learners registered in the Business Company's courses and the Ministry will provide the Business Company with the required Provincial Examinations as it considers appropriate.

9.0 LICENSE OF BRITISH COLUMBIA CURRICULUM

- 9.01 The Ministry owns the copyright in the British Columbia Curriculum and Educational Material.

9.02 The Ministry grants to the Business Company, its staff, teachers, administrators, consultants and service providers, for the Term of this Agreement, a non-exclusive, non-assignable license to:

- (a) reproduce the Ministry Courses that are included in the Business Company's educational programs and Educational Material in electronic or paper format in such quantities as are required for the delivery of the Business Company's educational programs; and
- (b) use the authorized Ministry Courses and Educational Material, solely for the purposes of delivering the Ministry Courses to Learners.

9.03 The Business Company acknowledges that each Ministry Course and each document that is part of the Educational Material includes a statement that the Province is the copyright owner of the Ministry Course and each document and the Business Company agrees not to change or delete such statement.

9.04 The Business Company will be solely responsible for all costs of reproducing or using the Ministry Courses and Educational Materials.

9.05 The Business Company acknowledges and agrees that the Ministry is the owner of all proprietary rights to the Ministry Courses and Educational Materials.

9.06 The Business Company acknowledges responsibility for obtaining all educational resources that the Business Company requires for the provision of its educational programs in addition to the British Columbia Curriculum, in a manner that complies with copyright law.

9.07 Upon the termination of this Agreement the Business Company will:

- (a) cease using and reproducing the Ministry Courses and Educational Material;
- (b) delete all electronic copies of the Ministry Courses and Educational Material from its operating environment; and
- (c) destroy all hard copies of the Ministry Courses and Educational Material in its possession and use its best efforts to ensure that its staff, teachers, administrators, consultants and service providers are advised of and comply with this obligation.

10.0 REPORT OF DISMISSAL, SUSPENSION OR DISCIPLINE REGARDING EDUCATOR

10.01 If the Business Company

- (a) suspends or dismisses an Educator, or
- (b) disciplines an Educator for misconduct that involves
 - (i) physical harm to a Learner or minor,
 - (ii) sexual abuse or sexual exploitation of a Learner or minor, or
 - (iii) significant emotional harm to a Learner or minor,

the President of the Business Company must without delay send a report regarding the dismissal suspension or disciplinary action to the Council of the College of Teachers giving reasons, and must send a copy of the report to the Educator.

10.02 If the Business Company considers any conduct by or competence of an Educator to be in breach of the standards of professional conduct or competence established by the College of Teachers, the President of the Business Company must send to the council of the college a report, in writing, regarding that conduct or competence, if it is in the public interest to do so, and must send a copy of the report to the Educator.

10.03 If an Educator resigns from the employment with the Business Company, the President of the Business Company must without delay report the circumstances of the resignation to the Council of the College of Teachers and to the Minister of Education if it is in the public interest to do so, and must also send a copy of the report to the Educator.

11.0 TERMINATION

11.01 The Province may terminate this Agreement for any reason by giving no less than 30 days written notice to the Business Company.

11.02 The Business Company may terminate this Agreement by giving no less than 30 days written notice to the Ministry.

11.03 If this Agreement is terminated under paragraph 7.01 or 7.02:

- (a) the Business Company will continue to provide an education program by means of Distributed Learning until all Learners registered at the time of termination have completed or withdrawn from Distributed Learning educational programs and courses and will advise the Ministry as to how it will meet these obligations; or

(b) if directed by the Ministry, the Business Company will cease to provide educational programs to its registered learners as and when directed by the Ministry.

12.0 NO ASSIGNMENT or SUBCONTRACTING

12.01 The Business Company must not assign this Agreement, either directly or indirectly, or subcontract this Agreement or any right of the Authority under this Agreement.

12.02 For greater certainty, the Business Company must not assign or subcontract the provision of all or part of any of the educational programs to be delivered by the Business Company under the terms of this Agreement to any school district constituted under the *School Act* R.S.B.C. 1996.

13.0 NOTICES

13.01 Any written communication from the Business Company to the Ministry must be mailed, e-mailed, personally delivered, or faxed to the following address:

Ministry of Education
Office of the Deputy Minister
5th Floor 620 Superior Street
PO Box 9153 Stn Prov Govt
Victoria BC V8W 9B5
Attention: Mr. James Gorman, Deputy Minister
Facsimile: (250) 356-2011
E-Mail Address: James.Gorman@gov.bc.ca

13.02 Any written communication from the Ministry to the Business Company must be mailed, personally delivered, or faxed to the following address:

School District No. 73 Business Company
1383 9th Avenue S.
Kamloops BC V2C 3X7
Attention: Dr. Terry Sullivan, President & CEO
Facsimile: (250) 372-1183
E-Mail Address: tsullivan@sd73.bc.ca

14.0 NON-WAIVER

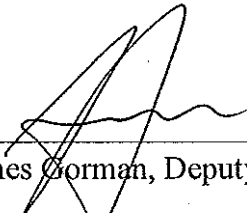
- 14.01 No term or condition of this Agreement and no breach by the Business Company of any such term or condition will be deemed to have been waived unless such waiver is in writing signed by the Ministry.
- 14.02 The written waiver by the Ministry of any breach by the Business Company of any term or condition of this Agreement will not be deemed a waiver of such term or condition or of any subsequent breach by the Business Company of the same or any other term or condition of this Agreement.

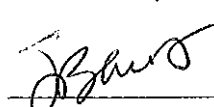
15.0 INTERPRETATION

- 15.01 This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.
- 15.02 The headings appearing in this Agreement have been inserted for reference and as a matter of convenience and in no way define, limit or enlarge the scope of any provision of this Agreement.
- 15.03 In this Agreement wherever the singular or neuter is used it will be construed as if the plural or masculine or feminine, as the case may be, had been used where the context so requires.
- 15.04 The Schedules and Appendices to this Agreement are an integral part of this Agreement as if set out at length in the body of this Agreement.
- 15.05 If any provision of this Agreement or the application to any person or circumstances is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired thereby and will be enforceable to the extent permitted by law.
- 15.06 This Agreement, the Schedules, and Appendices to this Agreement constitute the entire Agreement between the parties with respect to the subject matter of this Agreement.


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


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


James Gorman, Deputy Minister of Education


Witness for the Deputy Minister of Education

Oct. 20, 2010
Date Signed


Terrence S. Sullivan, Ph.D, President & CEO
School District No. 73 Business Company


Witness for the President and CEO

Oct. 15, 2010
Date Signed

APPENDIX A

At a Glance Requirements – What You Need to Graduate

In order to graduate with a Dogwood, every student in the Graduation Program has to pass certain basic courses, like English, Mathematics and Science. The table below is an overview of what you need to graduate:

- 48 credits from required courses,
- 28 credits from elective courses, and
- 4 credits from Graduation Transitions.

Graduation requirements are introduced in your Planning 10 class. For more help, talk to your teacher or school counsellor, and refer to the Grad Planner for more details.

REQUIRED COURSES	
Subject Area	Minimum Credits
Planning 10	4
a Language Arts 10	4
a Language Arts 11	4
a Language Arts 12	4
a Mathematics 10	4
a Mathematics 11 or 12	4
a Fine Arts and/or Applied Skills 10, 11 or 12	4
Social Studies 10	4
Science 10	4
a Science 11 or 12	4
Physical Education 10	4
	48 credits
ELECTIVE COURSES	
Students must earn at least 28 elective credits	Minimum Credits
Additional Grade 10 – 12 credits*	28 credits
GRADUATION TRANSITIONS	
Students must earn 4 credits for Graduation Transition	4 credits
OVERALL TOTAL:	80 credits

*Of the 80 credits for graduation, at least 16 must be at the Grade 12 level, including a Grade 12 Language Arts course. Others may be required or elective courses.

APPENDIX B

Quality Assurance Protocols

In the spirit of collaboration and full transparency, the Business Company, School District and Ministry of Education will work together to ensure this pilot project's success and to demonstrate the proof of concept in delivering BC Curriculum to International students via DL methodologies. Quality Assurance mechanisms will be established to systematically monitor a number of aspects of the International DL project including its pedagogical and administrative processes, services for learners and parents and its facilities and resources to ensure that standards of quality are being met.

To ensure and enhance the quality of the Business Company's Non-Resident Distributed Learning pilot program, the Company and its staff will conduct a quality review as described on the Ministry of Education's website (http://www.bced.gov.bc.ca/dist_learning/quality_review.htm). The Standards for K-12 Distributed Learning in British Columbia (http://www.bced.gov.bc.ca/dist_learning/docs/dl_standards.pdf) will help inform the Business Company's internal review process.

1. Communication with Business Company staff.
 - a. The Business Company will ensure that Ministry of Education personnel have open access to teachers and school staff to discuss a range of topics to assure that:
 - i. Students are receiving quality instruction and that 21st Century pedagogical methods are used to engage students with their learning activities. Teachers and staff will also be asked to outline and share their course planning, student assessment techniques, assessment results and ongoing support methods to ensure student success.
 - ii. Individual teachers meet the requirements of this Agreement, their teaching loads are reasonable and they have experience with the subject matter being taught.
 - iii. A representative of the Business Company has determined the suitability of the non-resident learner to participate in the distributed learning program. Learners may need academic, ESL and course selection support while living in their home country and the Business Company may provide the services of a local agent to support the learners.

2. Regularly scheduled discussions with Ministry of Education staff, school/program administrator and Business Company lead will be held.
 - a. The Business Company will provide Ministry of Education staff with regularly scheduled summary reports of student activities, progress and emerging issues.
 - b. The Business Company will provide Ministry of Education staff with administrative access to the learning management system used by their teachers and students.
 - c. The Business Company will share with Ministry of Education staff program-related documents as they relate to advertising, recruitment, administrative process and future directions.
 - d. The Business Company will participate in a Quality Review Process.
3. Academic Integrity Policies and Procedures
 - a. The Business Company will establish Academic Integrity Policies and Procedures. These will include, but not be limited to:
 - i. Face-to-Face and Electronic Student verification methods
 - ii. General Exam Security and Invigilation Policies and Procedures
 - iii. Plagiarism Policy
 - iv. Regular Communication between Learners and Teachers policy
 - v. Supervised Proctored Exam Procedures
4. Letter Grades and Report Cards
 - a. The Business Company will use BC Ministry of Education Approved Letter Grades and Report Cards and will conform to the policies and procedures found in *Reporting Student Progress: Policy and Practice* (http://www.bced.gov.bc.ca/classroom_assessment/09_report_student_prog.pdf).
5. Course limitations
 - a. For the purposes of this pilot project Agreement, the Business Company:
 - i. May only deliver Ministry of Education authorized courses or
 - ii. Board/Authority Authorized (BAA) courses subject to periodic review by the Ministry.

6. LearnNow BC Services

- a. The Business Company will channel their registration and achievement results processes through the LearnNow BC portal.
7. The Business Company will strive for a 100% participation rate in Satisfaction Surveys and other Ministry mandated assessment programs.

APPENDIX C

Fees

Fees are payable under paragraph 5.10 of this agreement as follows:

- (a) Per student per exam fee: \$50
- (b) If a learner is not a registered student with an offshore school authority, there is an annual per student administration fee of \$40 for recordkeeping on LearnNowBC.