

**TABLE 7**  
**FUNDING PROTECTION**

☒ Funding Protection is an additional amount provided to eligible school districts to ensure that districts are protected against any funding decline larger than 1.5% when compared to the previous autumn.

Funding Protection is determined by comparing the total recalculated operating grants from the summer and autumn of the previous school year to total summer and autumn operating grants for the current year. For districts where declines exceed 1.5%, Funding Protection will provide additional funding in an amount that ensures the year-to-year decline is no greater than 1.5%.

Funding Protection does not include any grants provided outside the general operating grants. In the determination of Funding Protection, audit adjustments will be deducted from districts' previous school year's operating grants. In addition, audit adjustments will be recovered from districts where applicable, including those eligible for Funding Protection.

Funding Protection will only be updated during the recalculation of the operating grants following the September enrolment count and is not recalculated again during the school year.

**TABLE 8**  
**SUPPLEMENT FOR THE EDUCATION PLAN, 2012/13**

☒ The Supplement for the Education Plan is in place for 2012/13 to assist districts with implementing initiatives as part of the Education Plan. This supplement is not confirmed for future years.

The supplement is calculated based on September 2011 school-age FTE enrolment at \$20 per FTE with each district receiving a minimum of \$10,000.

Further details regarding this supplement will be provided to boards of education in the near future.

The Supplement for the Education Plan is not included in the calculation of Funding Protection for either the 2012/13 or 2013/14 school years.

**TABLE 8**  
**SUPPLEMENT FOR THE EDUCATION PLAN, 2012/13**

School District	Sept 2011 School-Age FTE	\$20
		Supplement for the Education Plan, 2012/13
5 Southeast Kootenay	5,253.0000	105,060
6 Rocky Mountain	3,093.1250	61,863
8 Kootenay Lake	4,791.9382	95,839
10 Arrow Lakes	521.6875	10,434
19 Revelstoke	1,017.1250	20,343
20 Kootenay-Columbia	3,948.6250	78,973
22 Vernon	8,212.0313	164,241
23 Central Okanagan	21,674.1875	433,484
27 Cariboo-Chilcotin	5,111.6250	102,233
28 Quesnel	3,378.8750	67,578
33 Chilliwack	12,469.9375	249,399
34 Abbotsford	18,923.6250	378,473
35 Langley	18,606.0625	372,121
36 Surrey	67,560.8438	1,351,217
37 Delta	15,692.0000	313,840
38 Richmond	21,559.0000	431,180
39 Vancouver	52,727.0000	1,054,540
40 New Westminster	6,217.3750	124,348
41 Burnaby	23,756.3128	475,126
42 Maple Ridge-Pitt Meadows	14,123.5000	282,470
43 Coquitlam	30,442.9375	608,859
44 North Vancouver	15,255.5943	305,112
45 West Vancouver	6,728.6250	134,573
46 Sunshine Coast	3,152.8125	63,056
47 Powell River	2,097.8750	41,958
48 Sea to Sky	4,172.6250	83,453
49 Central Coast	196.5000	10,000
50 Haida Gwaii	622.1250	12,443
51 Boundary	1,373.8750	27,478
52 Prince Rupert	2,182.0000	43,640
53 Okanagan Similkameen	2,374.2500	47,485
54 Bulkley Valley	2,301.0000	46,020
57 Prince George	13,220.8750	264,418
58 Nicola-Similkameen	2,253.7500	45,075
59 Peace River South	3,834.3750	76,688
60 Peace River North	5,413.8125	108,276
61 Greater Victoria	18,623.3173	372,466
62 Sooke	9,017.7500	180,355
63 Saanich	7,097.3750	141,948
64 Gulf Islands	1,671.6250	33,433
67 Okanagan Skaha	6,208.5625	124,171
68 Nanaimo-Ladysmith	13,540.1875	270,804
69 Qualicum	4,173.1250	83,463
70 Alberni	3,967.7500	79,355
71 Comox Valley	8,086.0001	161,720
72 Campbell River	5,258.0000	105,160
73 Kamloops/Thompson	14,115.7500	282,315
74 Gold Trail	1,289.0625	25,781
75 Mission	5,953.6875	119,074
78 Fraser-Cascade	1,787.9375	35,759
79 Cowichan Valley	8,003.7500	160,075
81 Fort Nelson	871.0000	17,420
82 Coast Mountains	4,960.2500	99,205
83 North Okanagan-Shuswap	6,451.0001	129,020
84 Vancouver Island West	436.2500	10,000
85 Vancouver Island North	1,475.6250	29,513
87 Stikine	181.6250	10,000
91 Nechako Lakes	4,153.5625	83,071
92 Nisga'a	402.6250	10,000
93 Conseil scolaire francophone	4,608.7500	92,175
Provincial Total	536,595.4754	10,747,579

**Bolton, Elda M EDUC:EX**

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**From:** Dockendorf, Maureen [MDockendorf@sd43.bc.ca]  
**Sent:** Sunday, November 11, 2012 7:56 AM  
**To:** Bolton, Elda M EDUC:EX  
**Subject:** FW: Changing Results for Young Readers  
**Attachments:** Changing Results for Young Readers.pdf; 159505 SD43 Grant outgoing.pdf

Do you need this Elda? Sent to all Superintendents from James Gorman

Please find attached a letter from Deputy Minister James Gorman.



May 30, 2012

Ref: 159505

Tom Grant, Superintendent  
School District No. 43 (Coquitlam)  
Email: [tgrant@sd43.bc.ca](mailto:tgrant@sd43.bc.ca)

Dear Mr. Grant:

I am writing with regard to the \$608,859 that School District No. 43 (Coquitlam) recently received. These dollars are your district's share of a \$10.7 million increase in block funding to be used to better support K-3 readers.

Research tells us that those who read early and well are more likely to graduate. Almost all of the Grade 4 students who exceeded expectations in reading in 2001/02 earned their Dogwood diploma by 2010/11. In contrast, approximately a quarter of the students in that cohort who did not meet expectations have yet to graduate.

Together, we can address this by reaching out to students who need more help with reading and by trying different approaches with students who we have failed to engage. That includes Aboriginal students, 43 percent of whom did not receive a final mark last year on the Grade 10 English provincial exam.

Accordingly, the Ministry is making K-3 reading success its primary focus for the coming year. As a first step, the Ministry has appointed Maureen Dockendorf, seconded from School District No. 43 (Coquitlam), as the Province's Superintendent of Reading.

Your task is to invest your K-3 reading success funding in additional staffing for in-class support and/or release time. A commitment to release time will enable staff to:

- develop teams within schools where classroom teachers and resource teachers work together to co-plan, co-teach, and co-assess;
- form teacher action research groups focused on reading inquiry projects; and
- structure classrooms and schools to support the reading performance of all students, such as assigning four teachers to three classrooms.

Please focus these additional resources on release time rather than the purchase of materials, resources and technologies, or paying conference speakers and workshop admissions.

.../2

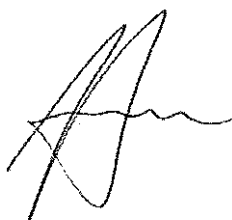
As a first step, please choose one of the following two ways to proceed:

- submit a K–3 early reading plan to be approved by the Ministry, and report on progress in the Superintendent's Report; or
- participate in *Changing Results for Young Readers* (appendix one).

For further information, please contact Maureen at [mdockendorf@sd43.bc.ca](mailto:mdockendorf@sd43.bc.ca).

Together, let's further advance our support for young readers. I look forward to hearing your success stories.

Sincerely yours,

A handwritten signature in black ink, appearing to be 'James Gorman', with a stylized, cursive script.

James Gorman  
Deputy Minister

pc: Rick Humphreys, Secretary-Treasurer

Attachment

## **Appendix One: *Changing Results for Young Readers***

The Superintendent of Reading will coordinate *Changing Results for Young Readers* with the goal of increasing the number of students who are successful, engaged readers. Participating districts will be guided by a shared early reading framework and will focus on one or more of the following strategies to develop and support young readers:

- increase student engagement;
- engage and support families;
- help young students develop self-regulation;
- implement research-based practices;
- strengthen cultural and community connections; and
- integrate available technologies in early reading.

Districts who choose to participate in this innovative project will allocate a portion of their K–3 reading funds toward release time that establishes and supports inquiry-based learning teams at some or all of their schools. These teams will have an important role:

- collaborating within and outside of schools to learn from others;
- discussing results to determine what’s working, what’s not, and what is next; and
- reflecting on how actions are making a difference.

Teams will meet regularly with an early reading advocate (ERA), who will be chosen by the district, and who will support the inquiry-based learning teams. Teams and ERAs will also take part in regional and provincial networks, and they will meet with the Ministry’s Early Reading Advisory and Support Team.

The Superintendent of Reading will contact each district within the next month to discuss their interest in participating in *Changing Results for Young Readers*. To request more information, please contact Maureen Dockendorf at [mdockendorf@sd43.bc.ca](mailto:mdockendorf@sd43.bc.ca).

PROVINCE OF BRITISH COLUMBIA  
MINISTRY OF EDUCATION  
CONTRACT AMENDMENT  
Amendment # 1

Contract Number: C12/2025A

This AGREEMENT dated for reference the 2<sup>nd</sup> day of July, 2012

BETWEEN: HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA represented by the Minister of Education,  
(herein called the "Province")

OF THE FIRST PART

AND: The Board of Education  
School District No. 43 (Coquitlam)  
(herein called the "Institution")

OF THE SECOND PART

AND: Maureen Dockendorf  
(herein called the "Secondee")

OF THE THIRD PART

WITNESS THAT WHEREAS:

A. The parties hereto entered in an Agreement dated for reference the 1<sup>st</sup> day of July 2012, a copy of which is attached hereto as Appendix "1" (hereinafter called the "Agreement").

B. AND WHEREAS the parties have agreed to amend the Agreement.

NOW THEREFORE in consideration of the covenants and agreements herein contained, the parties agree as follows:

- (1) That Schedule "B", of the Agreement is deleted in its entirety and attached Schedule "B" is substituted to include the car allowance.
- (2) In all other respects, the terms and conditions of the Agreement remain unchanged.

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

SIGNED AND DELIVERED on behalf of  
the Institution by an authorized representative.

\_\_\_\_\_  
(Print Name of Authorized Representative)

\_\_\_\_\_  
(Signature)

SIGNED AND DELIVERED by the Secondee

\_\_\_\_\_  
(Print Name of Contractor)

\_\_\_\_\_  
(Signature)

) SIGNED AND DELIVERED on behalf of the Province  
) by an authorized representative of the Province.

\_\_\_\_\_  
(Print Name of Authorized Representative)

\_\_\_\_\_  
(Signature)

**SCHEDULE "B"**  
**FEES AND EXPENSES**

1. Fees shall be payable to the Institution in 12 monthly payments and shall comprise the aggregate of the following amounts:
  - a. a sum equivalent to one twelfth the gross monthly salary of \$138,719.88 payable to the Seconded by the Institution; and
  - b. a sum equivalent to the monthly contributions owed by the Institution respecting the Seconded for:
    - i. Employment Insurance
    - ii. Canadian Pension Plan
    - iii. Superannuation
    - iv. Worker's Compensation
    - v. Any medical, dental, disability and life insurance plans in which the Seconded is entitled to participate
2. A car allowance shall be payable to the Institution to a maximum of \$6,480.00 between July 1, 2012 and June 30, 2013.
3. The fees payable under paragraph 1 of this Schedule shall include any increase payable to the Seconded by the Institution during the Term, whether such increase is paid during or after the expiry of the Term of this Agreement.
4. Where requested to travel during the Term, the Province will reimburse the Seconded for travel, accommodation and telecommunication expenses at Group II rates in accordance with government policy as outlined in Chapter 10 of the Province's *Core Policy and Procedures Manual*, provided the same are supported by receipts where required. It is agreed that 605 Robson Street, Vancouver, British Columbia be considered headquarters for the Seconded and all travel will originate from this location.
5. Where travel is required, and on a case-by-case determination by the Expense Authority that reasonable accommodation is applicable, policy as outlined in the Province's *Core Policy and Procedures Manual - Section C.1.2 Reasonable Accommodation* shall apply.
6. If, during the Term, the Province considers that the Seconded, in order to sufficiently perform the Services as per this Agreement, should be provided with training, the Province will provide such training the Province considers necessary.
7. Notwithstanding any other provision of this Schedule, other than that set forth in paragraph 3, in no event will the fees payable to the Institution in accordance with paragraph 1 and paragraph 2 of this Schedule exceed, in the aggregate, \$173,483.77.
7. The Institution will submit to the Province on the 1<sup>st</sup> day of every month (or the next business day thereafter), and commencing no sooner than August 1, 2012, a written statement of account showing the calculation of all fees and expenses claimed for the preceding month.
8. All amounts payable to the Institution referred to in this Schedule shall be paid, upon receipt of an invoice in accordance with the current payment policies of the Province.
9. The Seconded will submit to the Province all claims for travel expense reimbursement with attached receipts, where applicable. Within 60 days of receipt by the Province of any such expense claim, the expenses referred to in paragraph 3 of this Schedule will be paid to the Seconded).



# Appendix '1'

CONTRACT NUMBER: C12/2025

## MINISTRY OF EDUCATION SECONDMENT AGREEMENT

THIS AGREEMENT (herein called the "Agreement") dated for reference the 1st day of July, 2012.

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA  
represented by the Minister of Education  
(herein called the "Province")

OF THE FIRST PART

AND

The Board of Education  
School District No. 43 (Coquitlam)  
(herein called the "Institution")

OF THE SECOND PART

AND

Maureen Dockendorf  
(herein called the "Secondee")

OF THE THIRD PART

WHEREAS the Secondee is currently the employee of the Institution,

AND WHEREAS the Province wishes to utilize the services of the Secondee,

AND WHEREAS the Institution agrees to the secondment of the Secondee to the Province,

AND WHEREAS the parties hereto agree as follows:

### APPOINTMENT

1. The Province retains the Secondee to provide the services described in Schedule "A" to this Agreement (the "Services") during the term commencing July 1, 2012 and ending June 30, 2013 (the "Term"), subject to earlier termination in accordance with the provisions of this Agreement.

LEAVE OF ABSENCE

2. The Institution will grant the Seconded a leave of absence for the Term of this Agreement.

PAYMENT

3. The Province will pay the Institution in full for the provision of the Services by the Seconded to the Province in the amount, manner and time as set out in Schedule "B" to this Agreement, and the Institution will accept the same as full payment and full reimbursement.
4. During the Term, the Institution will pay the Seconded the salary and benefits as described in Schedule "B" to this Agreement.
5. During the Term, the Province will reimburse the Seconded for expenses as set out in Schedule "B" to this Agreement.

RECORDS

6. In connection with the provision of the Services, the Institution and the Seconded will establish and maintain all records, books of account, invoices, receipts and vouchers (herein called the "Records") to verify compliance with Schedule "A" and Schedule "B" to this Agreement and will permit the Province free access at all reasonable times to the Records for the purposes of copying and/or auditing.

CONTRACTUAL RELATIONSHIP

7. The Seconded will, at all times, remain the employee of the Institution and not a servant or employee of the Province. The Institution will, at all times, be responsible for and will pay and/or remit any and all taxes, Employment Insurance premiums, Canada Pension Plan premiums or contributions and any other statutory payments or assessment of any kind that are payable as a result of monies paid or payable by the Province to the Institution pursuant to this Agreement.
8. Neither the Institution nor the Seconded may commit or purport to commit the Province to any expenditure or financial or other liability without the express written permission of the Province.
9. The Province may, from time to time, give such instruction to the Seconded as it considers necessary in connection with the provision of the Services.
10. During the Term, the Seconded will report directly to and be directly accountable to the Province.

11. The Seconded will be bound by the terms and conditions and statements reflected in the Province's "Standards of Conduct for Public Service Employees" and "Oaths of Employment" during the Term.
12. The Seconded is required to comply with the Province's policy on the use of the Internet, the use of email, and other workplace policies expected of other employees and agents of the Province.

#### OWNERSHIP

10. All material that is produced, received or acquired by, or provided by the Province to the Seconded as a result of this Agreement, whether complete or otherwise, including all findings, data, specifications, drawings, working papers, reports, tapes, films, documents and, without limiting the generality of the foregoing, computer software and other computer materials of whatsoever nature (herein called the "Material"), and any equipment, machinery or other property provided by the Province to the Seconded as a result of this Agreement will be:
  - a. the exclusive property of the Province, and
  - b. forthwith delivered by the Seconded to the Province upon the Province giving notice to the Seconded requesting delivery of same, whether such notice is given before, upon or after the expiration or sooner termination of the Agreement.
11. a. Without prejudice to any rights which may exist in the Province by virtue of any prerogative rights and powers or by virtue of the *Copyright Act (Canada)* as amended from time to time, the Seconded agrees that all present and future rights in the copyright in the Material are vested absolutely and immediately in the Province.
  - b. Furthermore, the Seconded agrees to confirm subsection (a) by executing a written assignment in any form requested by the Province and delivering the assignment to the Province on or before the end of the Term with the deliverables described in the Services and other Material appended to it.
  - c. Where a fully executed assignment and waiver are not submitted as required under this section, notwithstanding any other provision contained in this Agreement:
    - i) no further payment by the Province under this Agreement is due and owing; and
    - ii) all payments made pursuant to Schedule "B" of this Agreement are deemed to be a debt due to the Province hereby without claim or request forthwith payable to the Province
  - d. The Seconded warrants that the Seconded is the only person who has or will have moral rights in the Material and the Seconded waives in favour of the Province all of the Seconded's moral rights, as provided for in the law of copyright, in the Material, and upon the Material coming into existence, the Seconded agrees to execute any document

requested by the Province acknowledging the waiver of the Seconded's moral rights in the Material.

#### REPORTS

12. The Seconded will, upon the request of the Province:
- fully inform the Province of the work done and to be done in connection with the provision of the Services outlined in Schedule "A"; and
  - permit the Province at all reasonable times to inspect, examine, review and copy any and all Material.

#### CONFIDENTIALITY

13. The Seconded will treat as confidential and will not, without prior written consent of the Province, publish, release or disclose or permit to be published released or disclosed, before, upon or after the expiration or sooner termination of this Agreement, the Material or any information supplied to, obtained by, or which comes to the knowledge of the Seconded as a result of this Agreement except insofar as such publication, release or disclosure is necessary to enable the Seconded to fulfill their obligations under this Agreement.

#### ASSIGNMENT AND SUBCONTRACTING

14. The Seconded and the Institution will not assign, either directly or indirectly, this Agreement or sub-contract any obligation of the Seconded or the Institution under this Agreement.

#### CONFLICT

15. The Seconded will not, during the Term, perform a service for or provide advice to any person, firm, corporation, school board/district, college, provincial institute or university 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 the conflict of interest between the obligations of the Seconded to the Province under this Agreement and the obligations of the Seconded to such other person, firm, corporation, school board/district, college provincial institute or university.

#### TERMINATION

16. Notwithstanding any other provision of this Agreement, if the Seconded is unable to provide the Services for any reason or fails to comply with any provision of this Agreement then, in addition to any other remedy or remedies available to the Province the Province may, at its option, terminate this Agreement by the Province giving written notice of termination to the Seconded and the Institution.
17. If the option described in paragraph 16 or 18 is exercised, the Province will be under no further obligation to the Institution or to the Seconded except to pay the Institution such an

amount as the Institution may be entitled to receive, pursuant to Schedule "B" to this Agreement for the Services provided and expenses incurred to the date of termination.

18. The Province may, in its sole discretion, terminate this Agreement upon giving 30 days written notice to the Seconded and the Institute, and payment of funds as required to be made pursuant to paragraph 17 will discharge the Province of all of its liability to the Seconded and the Institution under this Agreement.

#### NON-WAIVER

19. No provision of this Agreement and no breach of any provision of this Agreement by the Seconded or Institution will be deemed to have been waived unless such waiver is in writing and signed by the Province.
20. A written waiver by the Province of any breach under paragraph 19 shall not be considered a waiver of the provision itself, which shall remain in full force and effect. Similarly, such a waiver will not be considered to be a waiver of any subsequent breach of the provision or any other provision of this Agreement.

#### APPROPRIATION

21. Notwithstanding any other provision of this Agreement, the payment of money by the Province to the Institution pursuant to this Agreement is subjected to:
- a. there being sufficient monies available in an appropriation, as defined in the *Financial Administration Act* (herein collectively called the "Act"), to enable the Province, in any fiscal year or part thereof when any payment of money by the Province to the Institution falls due pursuant to this Agreement, to make that payment; and
  - b. Treasury Board, as defined in the Act, not having controlled or limited, pursuant to the Act, an expenditure under any appropriation referred to in subparagraph (a) of this paragraph
22. Subject to paragraph 21, but notwithstanding any other provision of this Agreement, if at any time during the Term there are insufficient monies available in an appropriation or an expenditure is controlled or limited in the circumstances referred to in paragraph 21(a) and (b), then the Province will forthwith give written notice thereof to the Institution and to the Seconded and, if the notice so given relates to:
- a. insufficient money available in an appropriation, as described in paragraph 21(a), this Agreement will terminate on the date that notice is given or delivered to the Institution and to the Seconded; or
  - b. Treasury Board having controlled or limited an expenditure as described in paragraph 21(b), the parties hereto will, prior to the expiration of the 30 days that next follow the date that notice is given or delivered to the Institution and the Seconded, attempt in good faith to agree in writing whether, and if so, on what basis, this Agreement will continue in force and effect and failing such written agreement being reached prior to the expiration

CONTRACT NUMBER: C12/2025.

of the aforesaid period of 30 days this Agreement will terminate on the expiration of said 30 days.

#### REFERENCES

23. Every reference to the Province in this Agreement will include the Minister, the Deputy Minister and any person designated by either of them to act for or on their respective behalf with respect to any provision or provisions of this Agreement.

#### NOTICE

24. Any notice, payment, or any or all of the Material that either party may be required or may desire to give or deliver to the other will be conclusively deemed validly given or delivered to and received by the addressee, if delivered personally on the date of such personal delivery or, if mailed, on the third business day after the mailing of the same in British Columbia by prepaid post addressed,

If to the Province:

PO Box 9887 Stn Prov Gov  
Victoria BC V8W 9T6

If to the Institution:

550 Poirier St  
Coquitlam BC V3J 6A7

If to the Seconded:

S22

#### MISCELLANEOUS

25. Any party may, from time to time, advise the other by notice in writing of any change of address of the party giving such notice and from and after the giving of such notice the address therein specified will, for the purposes of 24, be conclusively deemed to be the address of the party giving such notice.
26. This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.
27. The Schedules to this Agreement are an integral part of this Agreement as if set out in length in the body of the Agreement.



28. This Agreement embodies the entire Agreement between the parties and no understanding or Agreement, verbal or otherwise, exists.
29. 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.
30. No amendment or modification to this Agreement will be effective unless it is in writing and duly executed by the parties.
31. 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.

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

SIGNED AND DELIVERED on  
behalf of the Institution by an  
authorized representative of the  
Institution.

Thomas Grant  
(Print Name of Authorized  
Representative)

James Guit  
(Signature)

SIGNED AND DELIVERED by the  
Secondee.

Maureen Dockendorf  
MAUREEN DOCKENDORF

[Signature]  
(Signature)

SIGNED AND DELIVERED on  
behalf of the Province by an authorized  
representative of the Province.

JAMES GORMAN  
(Print Name of Authorized  
Representative)

[Signature]  
(Signature)

SCHEDULE "A"  
SERVICES

1. The Seconded will provide the following Services:
  - a) Support the Ministry of Education's (the Ministry) personalized learning transformation agenda in such areas as, but not limited to, reading, assessment and field networking.
  - b) Manage specific projects/activities associated with personalized learning such as but not limited to development of a provincial reading strategy, by assisting in the development of the framework, rubrics and collection of exemplars from the field.
  - c) Provide educational advice in the redesign and development of Ministry initiatives that will support personalized learning such as but not limited to curriculum and assessment programs.
  - d) Making presentations on behalf of the Learning Division team.
  - e) Assisting with personalized learning planning activities including setting development priorities and work plans.
2. The Seconded will provide the Services for a 12 month period based on a full time position between July 1, 2012, and June 30, 2013.
  - a. The Seconded shall make themselves available during the regular hours observed by the Province on the days approved by the Province, subject to a flexible working schedule based on work requirements.
  - b. The number of days the Seconded provides the Services may be reduced due to illness up to the maximum number of sick days which the Seconded earns as pursuant to the Seconded's contract of employment with the Institution. The Province may require a certificate of a qualified medical practitioner confirming the Seconded's illness before allowing the reduction in the Services outlined in this subparagraph.
3. The Term will, notwithstanding the date of execution of this Agreement, commence on July 1, 2012, and end on June 30, 2013.
4. At the request of the Province, the Seconded will travel as required in order to perform the Services and fulfill the obligations under this Agreement.
5. If, at any time during the Term, the Province considers that the Seconded, in connection with the provision of the Services, should be provided with office space or clerical assistance, or both, then the Province will provide the Seconded with such office space or clerical assistance the Province considers necessary.
6. The Seconded is subject to and required to comply with the terms and conditions of the Standards of Conduct for Public Service Employees during the Term of this Agreement.
7. The Province will monitor and evaluate the Agreement and the Seconded on an ongoing basis during the Term of the Agreement to ensure the Services meet the needs of the Province, are being provided in accordance with this Schedule, and provide a forum for feedback between the Province and the Seconded.



SCHEDULE "B"  
FEES AND EXPENSES

1. Fees shall be payable by the Province to the Institution in 12 monthly payments and shall comprise the aggregate of the following amounts:
- a sum equivalent to one twelfth the gross annual salary of \$138,719.88 payable to the Seconded by the Institution; and
  - a sum equivalent to the monthly contributions owed by the Institution respecting the Seconded for:
    - Employment Insurance
    - Canadian Pension Plan
    - Superannuation
    - Workers' Compensation
    - any medical, dental, disability and life insurance plans in which the Seconded is entitled to participate
2. The fees payable under paragraph 1 of this Schedule shall include any increase payable to the Seconded by the Institution during the Term, whether such increase is paid during or after the expiry of the Term of this Agreement.
3. Where requested to travel during the Term, the Province will reimburse the Seconded for travel, accommodation and telecommunication expenses at Group II rates in accordance with government policy as outlined in Chapter 4 of the Ministry of Finance *Financial Administration Procedures Manual*, provided the same are supported by receipts where required. It is agreed that 605 Robson Street, Vancouver, British Columbia be considered headquarters for the Seconded and all travel will originate from this location.
4. Where travel is required, and on a case-by-case determination by the Expense Authority that reasonable accommodation is applicable, policy as outlined in C.1.2 of the Province's *Core Policy* shall apply.
5. If, during the Term, the Province considers that the Seconded, in order to sufficiently perform the Services as per this Agreement, should be provided with training, the Province will provide such training the Province considers necessary.
6. Notwithstanding any other provision of this Schedule, other than that set forth in paragraph 2, in no event will the fees payable to the Institution in accordance with paragraph 1 of this Schedule exceed, in the aggregate, \$173,483.77.
7. The Institution will submit to the Province on the 1<sup>st</sup> day of every month (or the next business day thereafter), and commencing no sooner than August 1, 2012, a written statement of account showing the calculation of all fees claimed for the preceding month.
8. All amounts payable to the Institution referred to in this Schedule shall be paid, upon receipt of an invoice in accordance with the current payment policies of the Province.
9. The Seconded will submit to the Province all claims for expense reimbursement with attached receipts, where applicable. Within 60 days of receipt by the Province of any such expense claim, the expenses referred to in paragraph 3 of this Schedule will be paid to the Seconded.

PROVINCE OF BRITISH COLUMBIA

ORDER OF THE MINISTER OF  
EDUCATION

*School Act*

Ministerial Order No.

M 121

I, George Abbott, Minister of Education, order that, effective July 1, 2012, Maureen Dookendorf of Port Moody, British Columbia, is appointed:

- (a) as a superintendent of achievement, and
- (b) in accordance with the terms and conditions, including the term of appointment, of the secondment agreement dated for reference July 1, 2012, under which Maureen Dookendorf is seconded from the Board of Education of School District No. 43 (Coquitlam) to Her Majesty the Queen in Right of the Province of British Columbia as represented by the Minister of Education, a copy of which is on file with the Deputy Minister of Education.

May 15 / 2012  
Date

George Abbott  
Minister of Education

*(This part is for administrative purposes only and is not part of the Order.)*

Authority under which Order is made:

Act and section: School Act, section 171.4

Other (specify): \_\_\_\_\_

**Changing Results for Young Readers: Seeding Success**  
**BC Provincial Initiative**  
**2012-2013**

**<http://changingresultsforyoungreaders.bclibraries.ca>**

The goal of the Changing Results for Young Readers initiative is to increase the number of BC children who are engaged, successful readers. The initiative will use current research and an understanding of what fosters reading success.

**THE CHANGING RESULTS FOR YOUNG READERS INITIATIVE includes the following six structures:**

1. Provincial Early Reading Resource Team
2. Provincial Early Reading Facilitators
3. District Early Reading Advocates
4. District Early Reading Learning Teams
5. Provincial Research Design Team
6. Provincial Symposium (Aug. 27/28) - Changing Results For Young Readers

**1. Provincial Early Reading Resource Team**

**Purpose:**

The Early Reading Resource Team will assist with design and support throughout the initiative.

**Composition:**

This group collectively has extensive experience in designing case study research, working in culturally respectful ways in Aboriginal learning communities, literacy and learner support work and in developing powerful change programs at the classroom, school, district, provincial and international levels. The ER Resource Team will provide resource support to the Early Reading Facilitators and Early Reading Advocates in specific areas of expertise which include self-regulation, social/emotional learning, cultural-community connections, engagement, partnering with families and evidence-based literacy practices.

Team members include Rod Allen, Faye Brownlie, Randy Cranston, Maureen Dockendorf, Paige Fisher, Judy Halbert, Sharon Jeroski, Linda Kaser, Brenda Lightburn, Nancy Perry, Trish Rosborough, Kim Schonert-Reichl, Laura Tait and Ruth Wiebe.

**Roles and Responsibilities:**

- provide resource support to the Early Reading Facilitators and Early Reading Advocates in specific research areas which include self-regulation, social/emotional learning, cultural-community connections, engagement, partnering with families, evidence based literacy practices, and assistive technology
- assist with design of the ER Framework
- lead the learning at the ER Symposium in August
- lead the learning at various focused ER Regional Network sessions
- review and respond to project results

- advocate for the project
- collaborate to present project results in various contexts

**Provincial Early Reading Resource Team's Work Schedule:**

Meeting Date	Location	Purpose	Cost
June 29	Libraries and Literacy Vancouver	Design/Feedback on ER Framework	Ministry Reading Project Funding (MRPF)
Aug 26, 27,28	Richmond	ER Symposium	MRPF
October 29	Libraries and Literacy Vancouver	Network session with ER Facilitators: Review of ER Learning Teams processes and data collection with	MRPF
January 18	Richmond	Network session with ER Facilitators; ER Advocates	MRPF
March 1, 2013	Richmond	Network session with ER Facilitators; ER Advocates	MRPF
June 3, 2013	Libraries and Literacy Vancouver	Network session with ER Facilitators (data submission)	MRPF
June 14, 2013	Libraries and Literacy Vancouver	Data Analysis/Results	MRPF

## **2. Provincial Early Reading Facilitators**

**Purpose:**

Twenty-five BC Facilitators will provide external expertise by leading the process of inquiry with district Learning Teams on a consistent basis throughout the year. There will be over 60 Early Reading Learning Teams in the Province.

**Composition:**

The Facilitators have strong backgrounds in literacy, reading, inquiry-based change, and demonstrated capacity for facilitation.

**Roles and Responsibilities:**

- co-facilitate district Early Reading Learning Teams 4 times in the year
- support and mentor Early Reading Advocates with the purpose of enhancing district capacity (email, illuminate, face-to-face)
- coordinate communication between the participating districts and superintendent of reading
- coordinate data collection systems
- participate in all planning and feedback meetings
- contribute qualitative analysis of the ER Learning Team processes
- identify resource and support needs of the ERL teams

### Provincial Early Reading Facilitators' Work Schedule:

Meeting Date	Location	Purpose	Cost
Aug 26, 27,28	Richmond	ER Symposium	MRPF
Co-facilitate 4 ER Learning Team Meetings (Oct., Nov., Feb., May)	TBA (context specific)	Change Results for Young Readers	MRPF
October 29	Libraries and Literacy Vancouver	Network session with ER Resource Team: Review of ER Learning Teams processes and data collection	MRPF
January 18	Richmond	Network session with ER Resource Team and ER Advocates	MRPF
March 1	Richmond	Network session with ER Resource Team and ER Advocates	MRPF
June 3, 2013	Libraries and Literacy Vancouver	Network session with ER Facilitators (data submission)	MRPF

### 3. Early Reading Advocates

#### Purpose:

The Early Reading Advocates will work with the Facilitators to co-facilitate the district learning teams.

#### Composition:

All participating districts will be invited to identify one or two Early Reading Advocates (ERAs). ERAs could be Literacy Helping Teachers, Early Learning Coordinators, or District Early Literacy Leaders. ERAs may be drawn from classroom teachers, support teachers, Aboriginal teachers or formal leaders with a passion for early literacy success.

#### Roles and Responsibilities:

- work with district staff to identify 2 – 4 schools with the highest levels of vulnerable readers
- co-facilitate 4 Early Reading Learning Team meetings with the ER Facilitator
- liaise with school leaders (principals/vice-principals)
- facilitate 3 Early Reading Learning Team meetings without the Facilitator
- provide direct classroom support as requested
- co-plan the meeting schedules and location with the ER Facilitator
- assist with data collection and documentation
- attend 3 provincial network meetings and the August Early Reading Symposium

**District Early Reading Advocates' Work Schedule:**

Meeting Date	Location	Purpose	Cost
Aug 27,28	Richmond	ER Symposium	District Ed Plan Fundin g (DEPF)
January 18	Richmond	Network session with ER Facilitators and ER Resource Team	DEPF
March 1	Richmond	Network session with ER Facilitators and ER Resource Team	DEPF
Co-facilitate 7 ER Learning Team Meetings (Oct., Nov., Dec., Jan., Feb., April, May)	TBA (context specific)	Change Results for Young Readers	DEPF

**4. District Early Reading Learning Teams****Purpose:**

Early Reading Learning Teams will focus on increasing the number of engaged, successful readers in British Columbia through extending the opportunities for teachers to collaborate. The ER Learning teams bring teachers together to talk about things that work in their practice with BC Facilitators, and continue to build a repertoire of skills, strategies and techniques in reading instruction.

Each participating school will invite two classroom teachers and one resource teacher or support staff to participate in the District Early Reading Learning Team. Principals will either be a member of the District Early Reading Team or will actively support the work of the team.

The teams will meet monthly and their professional learning will be explicitly embedded within classroom learning. The practises of 'in-classroom learning and support' will guide every aspect of the Changing Results for Young Readers' initiative. Skills of teacher inquiry include close examination of the needs of the learners and a willingness to work with colleagues to explore and apply promising practices.

**Composition:**

The DER Learning Teams are composed of classroom teachers and resource teachers/support staff. Principals and Vice-Principals are encouraged to be participating members of the team with their own questions. The support staff could be the resource teacher, a helping teacher, SWIS worker, or Aboriginal Support Worker. To participate, the support staff must be working in the classroom on a consistent basis.

The DER Learning Teams have a minimum of 6 and a maximum of 12 members. Districts may

choose to select 2 – 4 schools. For example, if a district chooses 4 schools with 3 members from each school, the ER Learning Team has a total of 12 participants. Districts can use the Education Plan Funding to provide 7 half day release times to participants.

In order to maximize the impact of this initiative, districts should choose teams open to examining and changing their practice for early readers. Districts will select teams that are committed to an inquiry approach, including:

- changing key aspects of their practice in order to improve success in reading
- willingness to work with colleagues to explore and apply promising practices
- documenting and sharing changes in their practice
- gathering and interpreting evidence of children's achievements

#### **Roles and Responsibilities**

- closely examine needs of the learners
- pose questions related changes in their own practices and how the changes impact on children's learning
- embed professional learning within their work
- meet monthly as a learning time
- work collaboratively with their teams and the reading advocate to gather ongoing documentation including:
  - o evidence of changes in practice
  - o demonstrations and evidence of overall changes in student learning
  - o case study documentation of one specific child

#### **District Early Reading Learning Teams Work Schedule:**

Meeting Date	Location	Purpose	Cost
Participate in 7 ER Learning Team Meetings which are ½ day release days (Oct., Nov., Dec., Jan., Feb., April, May)	TBA (context specific)	Change Results for Young Readers	DEPF

#### **5. Research Design Team**

##### **Purpose:**

The Research Design team will design the framework for data collection, monitor ongoing documentation, and offer advice about analysis and presentation of results.

##### **Composition:**

The Research Design Team will involve 5-6 researchers who have a strong background in research design, including gathering evidence and analyzing changes in student reading, as well as documenting changes in teaching practice in the key areas selected. Some members of this team will also be members of the Early Reading Resource Team; others will be invited to ensure the highest technical quality of the research results. Membership on this team may be somewhat fluid, with experts brought in to address specific issues as needed.

**6. Provincial Symposium - Changing Results For Young Readers: Seeding Success**

The Changing Results For Young Readers Symposium will be held in Richmond on August 27 and 28. This will bring Early Reading Advocates that include teams of two literacy leaders from school districts, 20 Facilitators and the Early Reading Resource Team together for two days of learning focused CHANGING THE RESULTS OF YOUNG READERS through the following:

1. Spiral of Inquiry
2. Indigenous Principles of Learning in Reading
3. Early Reading Learning Teams: Case Studies
4. Reading Instruction: Evidence-based Practice
5. Social and Emotional Learning
6. Self-Regulated Learning

The presentations will be video-taped so all ER Advocates have the option of sharing the sessions with the District ER Learning Teams.



## Bolton, Elda M EDUC:EX

---

**From:** Dockendorf, Maureen [MDockendorf@sd43.bc.ca]  
**Sent:** Sunday, November 11, 2012 7:50 AM  
**To:** Bolton, Elda M EDUC:EX  
**Subject:** FW: Early Reading Facilitator Request

Hi Elda - here is the personal invitation I sent to all Facilitators:  
best  
Maureen

Good morning Michelle,

The Early Reading Resource Team would like to invite you to be one of 20 Early Reading Facilitators for the Changing Results for Young Readers initiative. The purpose of the role is to provide external expertise by leading the process of inquiry with a district Early Reading Learning Team 4 half days throughout the year (details are in the attachment). We would also ask that you attend the Changing Results for Young Readers Symposium on Aug 27/28 in Richmond. We are hoping to meet with facilitators over dinner the night prior to the Symposium on Aug 26.

If you are interested, we will seek approval from your Superintendent but prior to requesting formal permission, we would like to know if you are interested, and if so, do you have time in your extremely busy schedule?  
It would mean working with a district 4 times in the year and attending 2 provincial meetings: Aug 27/28 and one in the spring of 2013.

Please let me know if you are interested and can spare the time! All expenses will be paid by the Ministry of Education.  
Many thanks for your consideration!  
Best regards,

Maureen

## **Changing Results for Young Readers: Seeding Success**

### **BC Provincial Initiative**

**2012-2013**

The goal of the Changing Results for Young Readers initiative is to increase the number of BC children who are engaged, successful readers. The initiative will use current research and an understanding of what fosters reading success.

**THE CHANGING RESULTS FOR YOUNG READERS INITIATIVE** includes the following six structures:

1. Provincial Early Reading Resource Team
2. Provincial Early Reading Facilitators
3. District Early Reading Advocates
4. District Early Reading Learning Teams
5. Provincial Research Design Team
6. Provincial Symposium (Aug. 27/28) - Changing Results For Young Readers

#### **1. Provincial Early Reading Resource Team**

##### **Purpose:**

The Early Reading Resource Team will assist with design and support throughout the initiative.

##### **Composition:**

This group collectively has extensive experience in designing case study research, working in culturally respectful ways in Aboriginal learning communities, literacy and learner support work and in developing powerful change programs at the classroom, school, district, provincial and international levels. The ER Resource team will provide resource support to the Early Reading Facilitators and Early Reading Advocates in specific areas of expertise which include self-regulation, social/emotional learning, cultural-community connections, engagement, partnering with families and evidence-based literacy practices.

Team members include Rod Allen, Faye Brownlie, Randy Cranston, Maureen Dockendorf, Paige Fisher, Judy Halbert, Sharon Jeroski, Linda Kaser, Brenda Lightburn, Kristin Mimick, Nancy Perry, Trish Rosborough, Kim Schonert-Reichl, Laura Tait and Ruth Wiebe.

##### **Roles and Responsibilities:**

- provide resource support to the Early Reading Facilitators and Early Reading Advocates in specific areas of expertise which include self-regulation, social/emotional learning, cultural-community connections, engagement, partnering with families, evidence based literacy practices, and assistive technology
- assist with design of the ER Framework
- lead the learning at the ER Symposium in August
- lead the learning at various focused ER Regional Network sessions
- review and respond to project results

- advocate for the project
- collaborate to present project results in various contexts

#### **Provincial Early Reading Resource Team's Work Schedule:**

<b>Meeting Date</b>	<b>Location</b>	<b>Purpose</b>	<b>Cost</b>
June 29	Libraries and Literacy Vancouver	Design/Feedback on ER Framework	Ministry Reading Project Funding (MRPF)
Aug 26, 27,28	Richmond	ER Symposium	MRPF
October 29	Libraries and Literacy Vancouver	Network session with ER Facilitators: Review of ER Learning Teams processes and data collection with	MRPF
January 18	Richmond	Network session with ER Facilitators; ER Advocates	MRPF
March 1, 2013	Richmond	Network session with ER Facilitators; ER Advocates	MRPF
June 3, 2013	Libraries and Literacy Vancouver	Network session with ER Facilitators (data submission)	MRPF
June 14, 2013	Libraries and Literacy Vancouver	Data Analysis/Results	MRPF

## **2. Provincial Early Reading Facilitators**

### **Purpose:**

Twenty-five BC Facilitators will provide external expertise by leading the process of inquiry with district Learning Teams on a consistent basis throughout the year. There will be 58 Early Reading Learning Teams in the Province.

### **Composition:**

The Facilitators have strong backgrounds in literacy, reading, inquiry-based change, and demonstrated capacity for facilitation.

### **Roles and Responsibilities:**

- co-facilitate district Early Reading Learning Teams 4 out of the 7 times in the year
- support and mentor Early Reading Advocates with the purpose of enhancing district capacity (email, face-to-face, etc)
- coordinate communication between the participating districts and superintendent of reading
- coordinate data collection systems (see section 5: Research Design Teams)
- participate in all planning and feedback meetings
- contribute qualitative analysis of the ER Learning Team processes
- identify resource and support needs of the ERL teams

### Provincial Early Reading Facilitators' Work Schedule

Meeting Date	Location	Purpose	Cost
Aug 26, 27,28	Richmond	ER Symposium	MRPF
Co-facilitate 4 half day ER Learning Team Meetings (Oct., Nov., Feb., May)	TBA (context specific)	Change Results for Young Readers	MRPF
October 29	Libraries and Literacy Vancouver	Network session with ER Resource Team: Review of ER Learning Teams processes and data collection	MRPF
January 18	Richmond	Network session with ER Resource Team and ER Advocates	MRPF
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### 3. District Early Reading Advocates

#### Purpose:

The Early Reading Advocates will work with the Facilitators to co-facilitate the district learning teams.

#### Composition:

All participating districts will be invited to identify one or two Early Reading Advocates (ERAs). ERAs could be Literacy Helping Teachers, Early Learning Coordinators, or District Early Literacy Leaders. ERAs might be drawn from classroom teachers, support teachers, Aboriginal teachers or formal leaders with a passion for early literacy success.

#### Roles and Responsibilities:

- work with district staff to identify 2 – 4 schools with the highest levels of vulnerable readers
- Co-facilitate 4 Early Reading Learning Team meetings with the ER Facilitator
- Liaise with school leaders (principals/vice-principals)
- Facilitate 3 Early Reading Learning Team meetings without the Facilitator
- Provide direct classroom support as requested
- Co-plan the meeting schedules and location with the ER Facilitator
- Assist with data collection and documentation
- Attend 3 provincial network meetings and the August Early Reading Symposium

**District Early Reading Advocates' Work Schedule:**

Meeting Date	Location	Purpose	Cost
Aug 27,28	Richmond	ER Symposium	District Ed Plan Funding (DEPF)
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**4. District Early Reading Learning Teams****Purpose:**

Early Reading Learning Teams will focus on increasing the number of engaged, successful readers in British Columbia through extending the opportunities for teachers to collaborate. The ER Learning teams bring teachers together to talk about things that work in their practice with BC facilitators, and continue to build a repertoire of skills strategies and techniques in reading instruction.

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The teams will meet monthly and their professional learning will be explicitly embedded within classroom learning. The practise of 'in-classroom learning and support' will guide every aspect of the Changing Results for Young Readers' initiative. Skills of teacher inquiry include close examination of the needs of the learners and a willingness to work with colleagues to explore and apply promising practices.

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each school, the ER Learning Team has a total of 12 participants. Districts can use the Education Plan Funding to provide 7 half day release times to participants.

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- changing key aspects of their practice in order to improve success in reading
- willingness to work with colleagues to explore and apply promising practices.
- documenting and sharing changes in their practice
- gathering and interpreting evidence of children's achievements

#### **Roles and Responsibilities**

- closely examine needs of the learners
- pose questions related to changes in their own practices and how the changes impact on children's learning
- embed professional learning within their work
- meet monthly as a learning team (7 half days)
- work collaboratively with their teams and the reading advocate to gather ongoing documentation including:
  - o evidence of changes in practice
  - o demonstrations and evidence of overall changes in student learning
  - o case study documentation of 1-2 specific students

#### **District Early Reading Learning Team's Work Schedule:**

Meeting Date	Location	Purpose	Cost
Participate in 7 ER Learning Team Meetings which are half day release days (Oct., Nov., Dec., Jan., Feb., April, May)	TBA (district specific)	Change Results for Young Readers	DEPF

#### **5. Research Design Team**

##### **Purpose:**

The Research Design team will design the framework for data collection, monitor ongoing documentation, and offer advice about analysis and presentation of results.

##### **Composition:**

The Research Design Team will involve 5-6 researchers who have a strong background in research design, including gathering evidence and analyzing changes in student reading, as well as documenting changes in teaching practice in the key areas selected. Some members of this team will also be members of the Early Reading Resource Team; others will be invited to ensure the highest technical quality of the research results. Membership on this team may be somewhat fluid, with experts brought in to address specific issues as needed.

**6. Provincial Symposium - Changing Results For Young Readers: Seeding Success**

The Changing Results For Young Readers Symposium will be held in Richmond on August 27 and 28. This will bring Early Reading Advocates that include School District teams, Provincial Early Reading Facilitators and the Early Reading Resource Team together for two days of learning focused CHANGING THE RESULTS OF YOUNG READERS: SEEDING SUCCESS through the following:

1. Spiral of Inquiry
2. Indigenous Principles of Learning in Reading
3. Early Reading Learning Teams Case Studies
4. Facilitating Early Reading Learning Teams
5. Reading Instruction: Evidence-based Practice
6. Self-regulation in Reading
7. Social Emotional Learning in Reading

The presentations will be video-taped so all ER Advocates have the option of sharing the sessions with the District ER Learning Teams.

EA Trish Rosborough  
QR Kim Walker



BRITISH  
COLUMBIA

Ministry of Education

June 25, 2012

Debbie Leighton-Stephens

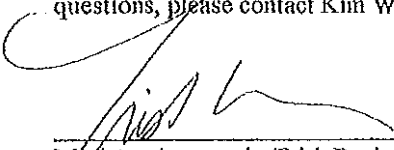
S22

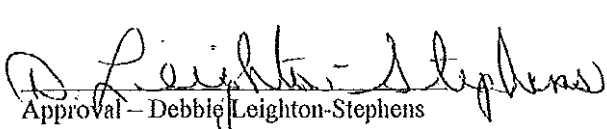
Dear Debbie:

Thank you for agreeing to participate in the Early Reading Symposium in Richmond on August 26, 27 and 28, 2012. The purpose of this meeting is to bring the Early Reading groups together for a learning session on Change Results for Young Readers. This letter confirms the conditions and procedures for remuneration from the Ministry of Education.

You are entitled to a stipend in the amount of \$500 for your attendance at this meeting. You will also be reimbursed for travel expenses.

I look forward to working with you on Changing Results for Young Readers. If you have any questions, please contact Kim Walker by email at [Kim.Walker@gov.bc.ca](mailto:Kim.Walker@gov.bc.ca)

  
Ministry Approval - Trish Rosborough

  
Approval - Debbie Leighton-Stephens



EA Trish Rosborough  
 OR Kim Walker



Ministry of Education

June 25, 2012

Halbert & Kaser Leadership Consultants Ltd

S22

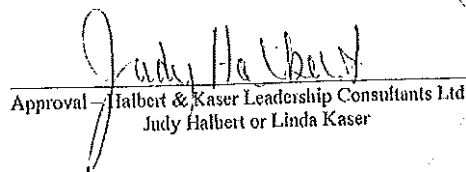
Dear Judy and Linda:

Thank you for agreeing to participate in the Early Reading Framework Meeting on June 29, 2012, in Vancouver and the Early Reading Symposium in Richmond on August 26, 27 and 28, 2012. The purpose of these meetings is to design and gather feedback on the Early Reader Framework and to bring the groups together for a learning session on Change Results for Young Readers. This letter confirms the conditions and procedures for remuneration from the Ministry of Education.

You are entitled to a stipend in the amount of \$11,500 for your attendance as a Facilitator at these meetings. This covers 4 days preparation time and facilitation. You will also be reimbursed for minor travel expenses.

I look forward to working with you on Early Reading Framework, and Changing Results for Young Readers. If you have any questions, please contact Kim Walker by email at [Kim.Walker@gov.bc.ca](mailto:Kim.Walker@gov.bc.ca).

  
 Ministry Approval - Trish Rosborough

  
 Approval - Halbert & Kaser Leadership Consultants Ltd  
 Judy Halbert or Linda Kaser

EA Trish Rosborough  
GR Kim Walker



BRITISH  
COLUMBIA

Ministry of Education

June 25, 2012

Jillian Lewis

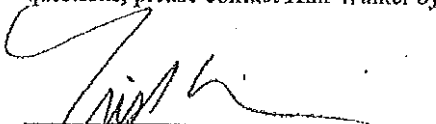
S22


Dear Jillian:

Thank you for agreeing to participate in the Early Reading Symposium in Richmond on August 26, 27 and 28, 2012. The purpose of this meeting is to bring the Early Reading groups together for a learning session on Change Results for Young Readers. This letter confirms the conditions and procedures for remuneration from the Ministry of Education.

You are entitled to a stipend in the amount of \$500 for your attendance at this meeting. You will also be reimbursed for travel expenses.

I look forward to working with you on Changing Results for Young Readers. If you have any questions, please contact Kim Walker by email at [Kim.Walker@gov.bc.ca](mailto:Kim.Walker@gov.bc.ca)

  
Ministry Approval - Trish Rosborough

  
Approval - Jillian Lewis

Supplier #

S17

\$500.00

From: Judith King S22  
Subject: Fwd: Letter for August meeting  
Date: October 11, 2012 10:48:34 AM PDT (CA)

QR Kim Walker  
EA Trish Rosborough



1 Attachment, 18.3 KB



Ministry of Education

June 25, 2012

Judith King

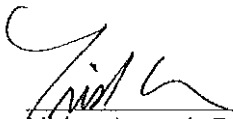
S22

Dear Judith:

Thank you for agreeing to participate in the Early Reading Symposium in Richmond on August 26, 27 and 28, 2012. The purpose of this meeting is to bring the Early Reading groups together for a learning session on Change Results for Young Readers. This letter confirms the conditions and procedures for remuneration from the Ministry of Education.

You are entitled to a stipend in the amount of \$500 for your attendance at this meeting. You will also be reimbursed for travel expenses.

I look forward to working with you on Changing Results for Young Readers. If you have any questions, please contact Kim Walker by email at [Kim.Walker@gov.bc.ca](mailto:Kim.Walker@gov.bc.ca)

  
Ministry Approval - Trish Rosborough

  
Approval - Judith King

Supplier #

S17

\$500.00

QR Kim Walker

EA Trish Rosborough



BRITISH  
COLUMBIA

Ministry of Education

June 25, 2012

Bev Craig

S22

Dear Bev:

Thank you for agreeing to participate in the Early Reading Symposium in Richmond on August 26, 27 and 28, 2012. The purpose of this meeting is to bring the Early Reading groups together for a learning session on Change Results for Young Readers. This letter confirms the conditions and procedures for remuneration from the Ministry of Education.

You are entitled to a stipend in the amount of \$500 for your attendance at this meeting. You will also be reimbursed for travel expenses.

I look forward to working with you on Changing Results for Young Readers. If you have any questions, please contact Kim Walker by email at [Kim.Walker@gov.bc.ca](mailto:Kim.Walker@gov.bc.ca)

Ministry Approval - Trish Rosborough

Approval - Bev Craig

Supplier #

S17

S17

-\$2,500

QR Kim Walker

EA Trish Rosborough



BRITISH  
COLUMBIA

Ministry of Education

June 25, 2012

Kim Schonert-Reichl

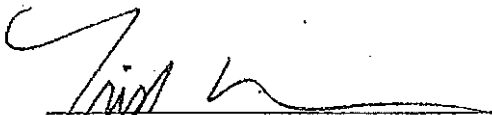
S22

Dear Kim:

Thank you for agreeing to participate in the Early Reading Symposium in Richmond on August 26, 27 and 28, 2012. The purpose of this meeting is to bring the Early Reading groups together for a learning session on Change Results for Young Readers. This letter confirms the conditions and procedures for remuneration from the Ministry of Education.

You are entitled to a stipend in the amount of \$2,500 for your attendance at this meeting. You will also be reimbursed for travel expenses.

I look forward to working with you on Changing Results for Young Readers. If you have any questions, please contact Kim Walker by email at [Kim.Walker@gov.bc.ca](mailto:Kim.Walker@gov.bc.ca)

  
Ministry Approval - Trish Rosborough

  
Approval - Kim Schonert-Reichl

Supplier

S17

S17

QK Kim Walker \$1,500  
EA Trish Rosborough



BRITISH  
COLUMBIA

Ministry of Education

June 25, 2012

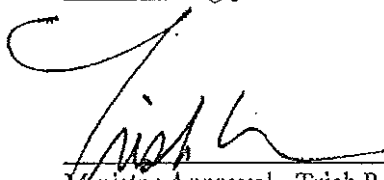
Nancy Perry  
Dept. of Educational & Counselling Psychology, and Special Education  
University of British Columbia  
2125 Main Mall  
Vancouver BC V6T 1Z4

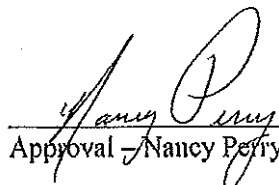
Dear Nancy:

Thank you for agreeing to participate in the Early Reading Framework Meeting on June 29, 2012, in Vancouver and the Early Reading Symposium in Richmond on August 26, 27 and 28, 2012. The purpose of these meetings is to design and gather feedback on the Early Reader Framework and to bring the groups together for a learning session on Change Results for Young Readers. This letter confirms the conditions and procedures for remuneration from the Ministry of Education.

You are entitled to a stipend in the amount of \$1,500 for your attendance as a Facilitator at these meetings. This covers 6 days preparation time and facilitation. You will also be reimbursed for travel expenses.

I look forward to working with you on Early Reading Framework and Changing Results for Young Readers. If you have any questions, please contact Kim Walker by email at [Kim.Walker@gov.bc.ca](mailto:Kim.Walker@gov.bc.ca).

  
Ministry Approval - Trish Rosborough

  
Approval - Nancy Perry

Supplier#

S17

\$6,500

S17

QR Kim Walker

EA Trish Rosborough

  
BRITISH  
COLUMBIA

Ministry of Education

June 25, 2012

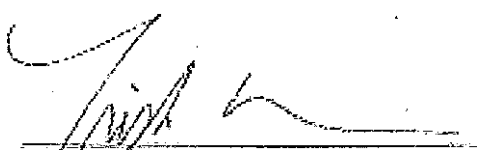
Sharon Jeroski  
Horizon Research and Evaluation  
2192 East Kent Ave S  
Vancouver BC V5P 4X2

Dear Sharon:

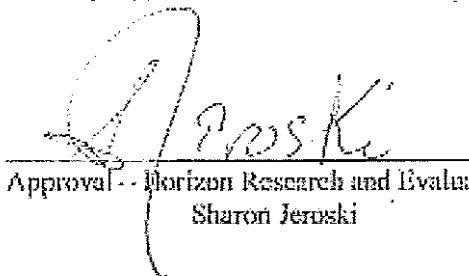
Thank you for agreeing to participate in the Early Reading Framework Meeting on June 29, 2012 in Vancouver and the Early Reading Symposium in Richmond on August 26, 27 and 28, 2012. The purpose of these meetings is to design and gather feedback on the Early Reader Framework and to bring the groups together for a learning session on Change Results for Young Readers. This letter confirms the conditions and procedures for remuneration from the Ministry of Education.

You are entitled to a stipend in the amount of \$6,500 for your attendance as a Facilitator at these meetings. This covers 6.5 days preparation time and facilitation. You will also be reimbursed for travel expenses.

I look forward to working with you on Early Reading Framework and Changing Results for Young Readers. If you have any questions, please contact Kim Walker by email at [Kim.Walker@gov.bc.ca](mailto:Kim.Walker@gov.bc.ca)



Ministry Approval - Trish Rosborough

 for Horizon Research and Evaluation  
Approval - Sharon Jeroski



July 26, 2012

Mary Charles

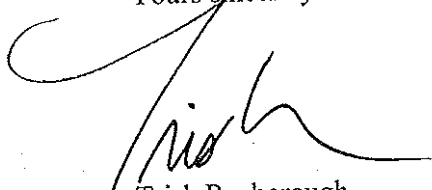
S22

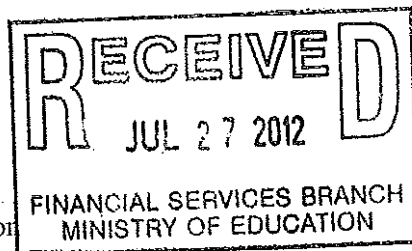
Dear Mary

Thank you for accepting the Ministry of Education invitation to open the Reading Symposium held in Richmond on August 27 and 28.

The Ministry would like to present you with a cheque in the amount of \$200 for your attendance at this Symposium. Please note this remuneration is subject to Canada Revenue Agency reporting requirements and a T4A will be issued by the Ministry.

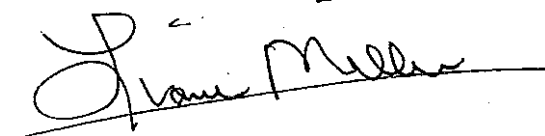
Yours sincerely

EA:   
Trish Rosborough  
Director of Aboriginal Education  
Ministry of Education  
Learning Division



"D" cheque

S17

QR: 

S22



Not Responsive

-----Original Message-----

From: Dockendorf, Maureen [mailto:MDockendorf@sd43.bc.ca]

Sent: Saturday, July 7, 2012 7:59 AM

To: mmgauthier@mail.sd91lbcl.ca; kboettcher@prn.bc.ca; Penny; Judith King; ekwilson@citytel.net; LTomlinson@sd45.bc.ca; Hunter, Andrea; Karsenti, Sylvie; Leyton Schnellert [leschnel@exchange.ubc.ca]; bcraig@sd46.bc.ca; DLeightonStephens@sd52.bc.ca; Jillian Lewis [jillian.lewis@shaw.ca]; ttaylor@sd10.bc.ca

Cc: Faye; brenda.lightburn@mpsd.ca; nancy.perry@ubc.ca; Rosborough, Trish EDUC:EX; Schonert-Reichl, Kimberly; Laura Tait; Ruth Wiebe [ruthwiebe53@gmail.com]; Hughes-Adams, Gail F EDUC:EX; Paige.Fisher@viu.ca; Randy Cranston; nancy.perry@ubc.ca; lkaser@telus.net; judyhalbert@gmail.com; Sharon J.; XT:Dockendorf, Maureen EDUC:IN; Miller, Liane EDUC:EX; Allen, Roderick EDUC:EX

Subject: Welcome Provincial Early Reading Facilitators

Importance: High

Changing Results for Young Readers: Seeding Success BC Provincial Early Reading Facilitators Information  
2012-2013

Welcome Provincial Early Reading Facilitators to the Changing Results for Young Readers Symposium to be held at the Hilton Vancouver Airport Hotel on August 26 (Early Reading Facilitators only) August 27 and August 28 (all participants). Many thanks for your commitment to be a Provincial Early Reading Facilitator! We are deeply grateful that you have agreed to attend the symposium and to participate in a provincial network focused on READING with the purpose of improving reading results for all children.

We are so pleased that 95% of BC school districts have chosen to be involved with 200 participants attending the launching symposium. All participants will attend Aug. 27/Aug 28 but Early Reading Facilitators (THAT IS YOU!) will begin with a dinner meeting on AUGUST 26 from 4:00 pm to 8:00 pm. This will be the first meeting of the Early Reading Facilitators and the Early Reading Resource Team which includes Rod Allen, Faye Brownlie, Randy Cranston, Maureen Dockendorf, Paige Fisher, Judy Halbert, Sharon Jeroski, Linda Kaser, Brenda Lightburn, Nancy Perry, Trish Rosborough, Kim Schonert-Reichl, Laura Tait, and Ruth Wiebe. Faye, Randy, Maureen, Judy, Sharon, Linda, Brenda, Nancy, and Ruth are also Early Reading Facilitators. Together, we will meet and talk over dinner about the Changing Results for Young Readers initiative. The August 26 dinner meeting will include the following topics for conversation:

- Framework: Changing Results for Young Readers: Seeding Success
- Indigenous Principles of Learning
- Facilitating conversations and inquiry
- Evidence based literacy strategies
- Inquiry process for Early Reading Learning Teams (including case-studies)

Symposium details:

- Symposium location: Hilton Vancouver Airport Hotel, (5911 Minoru Blvd., Richmond. Tel 604-273-6336)
- Date: August 26: Early Reading Facilitators and Early Reading Resource Team dinner meeting (4:00 - 8:00 pm at the hotel)
- Dates: August 27 and August 28: Changing Results for Young Readers Symposium: Seeding Success
- Registration: 7:45 am on August 27
- Times: 8:30 am - 3:30 pm both days
- Meals: continental breakfast served at 7:45 am; lunch served at 12:00 pm
- Hotel Bookings: a block of rooms has been booked at the Hilton Vancouver Airport Hotel in Richmond. Please book early as the conference rate expires August 3.

The Hilton Vancouver Airport Hotel has a group reservations page and it is now ready! The link to make hotel reservations directly online is in the attachment. If you are arriving at Vancouver Airport, there is a Hilton Hotel Shuttle Bus that will take you directly to the hotel for no cost.

Please book your hotel room for August 26, 27, checking out on August 28 ASAP to ensure you receive the conference rate. If the hotel rooms are fully booked, please choose an adjacent hotel (e.g. Marriott) and ask for the government rate when you make the booking. The Ministry will pay for all Provincial Early Reading Facilitator costs which includes transportation, accommodation, meals, and incidentals. Please keep all receipts and we will review the process of reimbursement at the Aug. 26 dinner meeting.

Attached are the details of the Changing Results for Young Readers Symposium that all participants will receive next week. This includes possible summer reading articles as requested by participants. Would you please RSVP to Liane Miller who is the executive assistant at the Ministry of Education Learning Division (liane.miller@gov.bc.ca). S22

I'm certain I have forgotten some detail so if you read this by tomorrow, please email me and let me know! Greatly appreciated!

If you have any questions please email me and Brenda Lightburn (brenda.lightburn@mpsd.ca) so we both have a copy of your inquiries! Brenda will respond to you from July 9 to July 22.

With deepest gratitude for being a key participant in our journey together to improve life chances for all children.

See you August 26!

Maureen

Not Responsive

**From:** Miller, Liane EDUC:EX

**Sent:** Tuesday, August 21, 2012 3:51 PM

**To:** 'Alan Douglas'; 'Angus Wilson'; 'Anne Cooper'; 'Art Blackwell'; 'Bev Rundell'; 'Bev Young'; 'Bill Ford'; 'Bob Peacock'; 'Bryan Ennis'; 'Candy Clothier'; 'Charlene Seguin'; 'Cheryl Lenardon'; 'Chris Kennedy'; 'Chris Southwick'; 'Chris van der Mark'; 'Cindy Heitman'; 'David Vandergugten'; 'Diana Samchuck'; 'Diane Casault'; 'Don Fairbairn'; 'Doug Lacey'; 'Doug Livingston'; 'Frank Dunham'; 'Gillian Wilson'; 'Greg Sharpe'; 'Heather Hart'; 'Isabelle Baril'; 'Janet Hall'; 'Janine Roy'; 'Jason Obert'; 'Jay Yule'; 'Jeff Hopkins'; 'Jerome Bishop'; 'Jim Cambridge'; 'Jim Insley'; 'Joanne Robertson'; 'Karen Nelson'; 'Katherine McIntosh'; 'Kathy Champion'; 'Kevin Godden'; 'Kim Boettcher'; 'Lawrence Tarasoff'; 'Lorri Fehr'; 'Lynn Archer'; 'Lynn Hauptman'; 'Lynne Tomlinson'; 'Maureen Ciarniello'; 'Nancy Brennan'; 'Nancy Gordon'; 'Nancy Wells'; 'Norma Hart'; 'Pam Butters'; 'Patrick Bocking'; 'Paul Carriere'; 'Phillipe Brulot'; 'Randy Huth'; 'Reno Ciolfi'; 'Rhona Soutar'; 'Ron Warder'; 'Sandra Pace'; 'Scott Stinson'; 'Sheryl Koers'; 'Stacey Manson'; 'Stephen McNiven'; 'Sue Ellen Miller'; 'Suzanne Hoffman'; 'Teresa Downs'; 'Terry Taylor'; 'Wendy Hyer'; 'Wendy Woodhurst'; 'Andrea Hunter'; 'Barb McBride'; 'Bev Craig'; 'Debbie Leighton-Stephens'; 'Elizabeth Wilson'; 'Fiona Morrison'; 'Jillian Lewis'; 'Joanne Holme'; 'Judith King'; 'Michelle Miller-Gauthier'; 'Penny Ketola'; 'Randy Cranston'; 'Ruth Wiebe'; 'Sylvie Karsenti'; 'Alison Dodge'; 'Alison Gear'; 'Allison Just'; 'Amanda Kiatipis'; 'Andrea Reichl'; 'Angela Meredith'; 'Ann Copp'; 'Anna Ho'; 'Barb Carriere'; 'Bertha Lansdowne'; 'Boe Beardsmore'; 'Carol Pickering'; 'Carol Walters'; 'Carrie Ng'; 'Catherine Watson'; 'Cathie Ratz'; 'Cathy van der Mark'; 'Chantal Bernier'; 'Chantal Bernier'; 'Christy Northway'; 'Clara Sulz'; 'Colleen Lindsay'; 'Connie McArthur'; 'Cyndy Hooper'; 'Dale Jarvis'; 'Dale Jarvis'; 'Dana Plett'; 'Daun Newman'; 'Deanna Steptoe'; 'Debra Kennedy'; 'Denise Dowswell'; 'Denise Mansueti'; 'Diana Wiseman'; 'Diane Morgan'; 'Dianne Dean'; 'District Literacy Teacher SD 35'; 'Donna Maher'; 'Eileen Saremba'; 'Elizabeth Gardner'; 'Elizabeth Pennell'; 'Erin Hay'; 'Gail Adams'; 'Gerry Brennan'; 'Gina Wong'; 'Greg Ellis'; 'Gretchen Tolfo'; 'Heather Langley'; 'Ingrid Fawcett'; 'Irene Laboucane'; 'Jane Kempston'; 'Janet Hoag'; 'Jeanie Arva'; 'Jennifer Denton'; 'Jennifer Findlay'; 'Jennifer Kelly'; 'Joanna Williams'; 'John Williams'; 'Joseph Boudreau'; 'Karen Dumas'; 'Karen Edwards'; 'Karen Frieson'; 'Katherine McIntosh'; 'Kathleen Sullivan'; 'Kathy Eades'; 'Kerry Ann Dotto'; 'Kirsten Deasey'; 'Kirsten Odian'; 'Kristen MacLaren'; 'Laura Lancaster'; 'Laura Tait'; 'Leanne Heinrichs'; 'Leighann Rodger'; 'Lindy Henney'; 'Lisa Gunther'; 'Lisa Jakeway'; 'Lisa Kean'; 'Lisa Scherr'; 'Lisa Schwartz'; 'Liza Haldane'; 'Lorelei Kelly'; 'Lorna Phelps'; 'Lorraine Brookes'; 'Lynda Henney'; 'Lynn Burrell'; 'Lynn Rutley'; 'Margo Reinders'; 'Maria Limpricht'; 'Marilyn Strukoff'; 'Mary Chiappetta'; 'Mary Kretlow'; 'Melissa Austin'; 'Michelle Miller-Gauthier'; 'Nancy Carl'; 'Nicole MacIntyre'; 'Nita Connolly'; 'Patricia Persad'; 'Pauline Both'; 'Perry Smith'; 'Petra Eggert'; 'Petra Kintzinger'; 'Raminder Sidhu'; 'Rod Peters'; 'Sandra Lynn Shortall'; 'Sarah Loat'; 'Satnam Chahal'; 'Scott Stephenson'; 'Shan Jorgenson-Adam'; 'Shawna Petersen'; 'Shelley Belezney'; 'Shelley Faucher'; 'Shelly Johnson'; 'Shendah Benoit'; 'Sherry Devins'; 'Stephen Larre'; 'Sue MacDonald'; 'Tammy Jacobs'; 'Tracey Croonen'; 'Tracy Cole'; 'Tricia Jung'; 'Vanessa Jaggi'; 'Vivian Collyer'; 'Wendy Erickson'; 'Angela Wilkins'; 'Barb Archibald'; 'Calvin Desmarais'; 'Cathy Walker'; 'Cheryl Curtis'; 'Christine McLauchlan'; 'Elisa Carlson'; 'Erika Momeyer'; 'Heather Jenkins'; 'Helen Lee'; 'Jannick Lenormand'; 'Jessica Tuttle'; 'Kathy Nelson'; 'Kim Deane'; 'Laura Paiment'; 'Laurie Meston'; 'Leslie Leitch'; 'Lisa McCullough'; 'Margaret Paxton'; 'Marie Doiron'; 'Marilyn Caldwell'; 'Maureen Mason'; 'Megan Roper'; 'Mike Ross'; 'Paula Gelmon'; 'Sharon Gibson'; 'Shawna Hartman'; 'Sophie Levesque'; 'Teresa Olleck'; 'Terry Beaudry'; 'Wendy Adams'; 'Allen, Roderick EDUC:EX'; 'Brenda Lightburn'; 'Deborah Butler'; 'Faye Brownlie'; 'Judy Halbert'; 'Kim Schonert-Reichl'; 'Linda Kaser'; 'Maureen Dockendorf'; 'Mimick, Kristin F EDUC:EX'; 'Nancy Perry'; 'Paige Fisher'; 'Rosborough, Trish EDUC:EX'; 'Sharon Jeroski'

**Cc:** Bolton, Elda M EDUC:EX

**Subject:** Earling Reading Symposium - August 27 and 28

Good afternoon,

Please find attached the agenda for the Early Reading Symposium. We look forward to seeing you!



ER AGENDA AUG  
27 28.pdf

***Liane Miller***

Administrative Assistant  
Student Achievement Division  
Ph: 250 356-2332  
Fax: 250 356-6007

# **CHANGING RESULTS FOR YOUNG READERS SYMPOSIUM**

**AUGUST 27/28**

**RICHMOND HILTON HOTEL**

**8:30 am – 3:30 pm**

## **August 27**

8:30: Traditional Welcome and Opening of the Symposium

Elder Mary Charles, Musqueam First Nation

Trish Rosborough, Maureen Dockendorf

8:40: Opening Remarks

Rod Allen

8:50: Overview: Changing Results for Young Readers Initiative

Maureen Dockendorf

9:00 – 10:00: Spiral of Inquiry

Judy Halbert, Linda Kaser

10:00 – 10:30: coffee

10:30 – 11:30: Indigenous Principles of Learning in Reading

Trish Rosborough, Laura Tait, Paige Fisher

11:30 – 12:00: Early Reading Learning Teams Case Studies

Sharon Jeroski

12:00 – 12:30: Facilitating Early Reading Learning Teams

Maureen Dockendorf

12:30 – 1:15: Lunch

1:15 - 3:00: Reading Instruction: Evidence-based Practice

Faye Brownlie

3:00 – 3:30: Early Reading Learning Team Practice!

Maureen Dockendorf

**August 28**

8:30: Opening Comments

Maureen Dockendorf

8:45 – 10:00: Self-Regulation in Reading

Deb Butler, UBC

10:00 – 10:30: Coffee

10:30 – 11:30: Social Emotional Learning in Reading

Kim Schonert-Reichl

11:30 – 12:00: Early Reading Learning Team Practice!

Maureen Dockendorf

12:45-3:00: Reading Instruction: Evidence-based Practice

Faye Brownlie and Randy Cranston

3:00: Table Discussions

3:20: Closure

Maureen Dockendorf

Not Responsive

-----Original Message-----

From: Hughes-Adams, Gail F EDUC:EX  
Sent: Monday, July 9, 2012 10:49 AM  
To: Miller, Liane EDUC:EX  
Cc: XT:Dockendorf, Maureen EDUC:IN; [brenda.lightburn@mpsd.ca](mailto:brenda.lightburn@mpsd.ca)  
Subject: FW: Changing Results for Young Readers Symposium August 27 and 28  
Importance: High

Dear Symposium Participants and District Contacts:

Welcome everyone to the Changing Results For Young Readers Symposium to be held at the Hilton Vancouver Airport Hotel on August 27 and August 28. Many thanks for your commitment to attend the symposium and to participate in a provincial network focused on READING with the purpose of changing results for young readers. We are so pleased that 95% of BC school districts have chosen to be involved with 200 participants attending the launching symposium.

Symposium details:

- Symposium location: Hilton Vancouver Airport Hotel, (5911 Minoru Blvd., Richmond. Tel 604-273-6336)
- Dates: August 27 and August 28
- Registration: 7:45 am on August 27
- Times: 8:30 am - 3:30 pm both days
- Meals: continental breakfast served at 7:45 am; lunch served at 12:00 pm
- Hotel Bookings: a block of rooms has been booked at the Hilton Vancouver Airport Hotel in Richmond. Please book early as the conference rate expires August 3.

Please open the YOUNG READERS SYMPOSIUM attachment for more details and a direct link to reservations at the Hilton Vancouver Airport Hotel in Richmond. Many of you requested suggested reading articles and they are referenced in the document and also attached to this email.

If you require further information, please contact Brenda Lightburn ([brenda.lightburn@mpsd.ca](mailto:brenda.lightburn@mpsd.ca)) or Gail Hughes-Adams ([Gail.Hughes-Adams@gov.bc.ca](mailto:Gail.Hughes-Adams@gov.bc.ca)).

Have a wonderful summer and see you in August!  
Maureen Dockendorf



## **Changing Results for Young Readers: Seeding Success**

### **BC Provincial Initiative**

**2012-2013**

Welcome everyone to the **Changing Results for Young Readers Symposium** to be held at the Hilton Vancouver Airport Hotel on August 27 and August 28. Many thanks for your commitment to attend the symposium and to participate in a provincial network focused on **READING** with the purpose of improving reading results for all children. We are so pleased that 95% of BC school districts have chosen to be involved with 200 participants attending the launching symposium.

#### **Symposium details:**

- **Symposium location:** Hilton Vancouver Airport Hotel, (5911 Minoru Blvd., Richmond. Tel 604-273-6336)
- **Dates:** August 27 and August 28
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The Hilton Vancouver Airport Hotel group reservations page is ready! Here is the link and you can make your reservations online directly :)

[http://www.hilton.com/en/hi/groups/personalized/Y/YVRAHHF-MOE826-20120826/index.jhtml?WT.mc\\_id=POG](http://www.hilton.com/en/hi/groups/personalized/Y/YVRAHHF-MOE826-20120826/index.jhtml?WT.mc_id=POG)

**Shared costs:** Districts are funding the travel, accommodation, and additional meal costs for participants (BC Ed. Plan funds). The Ministry of Education is funding the venue, breakfast and lunch both days and speaker costs.

#### **Symposium speakers include:**

Rod Allen, Ministry of Education; Faye Brownlie, (evidence-based literacy strategies); Deb Butler, (self-regulated learning); Randy Cranston (inclusion); Maureen Dockendorf (inquiry process); Paige Fisher, (culturally responsive assessment practices); Judy Halbert (Spiral of Inquiry); Sharon Jeroski (case studies); Linda Kaser (spiral of inquiry); Brenda Lighburn (early learning); Trish Rosborough (Indigenous Principles of Learning); Kim Schonert-Reichl (social-emotional learning); Laura Tait (Indigenous Principles of Learning); Ruth Weibe (early reading instruction).

#### **Symposium Video-taped:**

The Symposium will be video-taped so participants can continue the conversations with various partner groups within their districts and communities.

**Summer Reading Possibilities:**

Many participants have requested summer reading articles that are connected with the Young Readers Symposium themes and they are attached for your consideration.

The March 2012 ASCD Educational Leadership (Vol. 69 NO.6) entitled: **READING: THE CORE SKILL**, has a featured article by Richard L. Allington and Rachael E. Gabriel called *Every Child, Every Day: a powerful reading prescription for all students*. The authors outline six elements of reading instruction that they believe every child should experience every day and don't require much time or money – just educator's decision to put them in place.

In addition to the articles on self-regulation and the spiral of inquiry, a revised version of **Learning in Safe Schools: Creating classrooms where all students belong** (2nd edition), by Faye Brownlie and Judith King has just been released. The ISBN is 978-1-55138-266-1.

**Ministry Web Site:**

Struggling Readers Video:

Learning from Classrooms (2011) project helped struggling readers through teacher and student collaboration. Watch a short video clip of the project here:

<http://www.youtube.com/watch?v=vU8-a-PmSvQ> and the full documentary here:

[http://www.youtube.com/watch?v=VC8eKxh83\\_Y](http://www.youtube.com/watch?v=VC8eKxh83_Y)

**RSVP:**

Please confirm you will be attending the August 27/28 Symposium by emailing [Liane.Miller@gov.bc.ca](mailto:Liane.Miller@gov.bc.ca) (Learning Division Executive Assistant). It would greatly assist our catering requirements if you confirm no later than July 31.

Wishing you a joyous summer and see you August 27!

Best regards,

Provincial Early Reading Resource Team\*

*\*Team members include Rod Allen, Faye Brownlie, Randy Cranston, Maureen Dockendorf, Paige Fisher, Judy Halbert, Sharon Jeroski, Linda Kaser, Brenda Lightburn, Nancy Perry, Trish Rosborough, Kim Schonert-Reichl, Laura Tait, and Ruth Wiebe.*



# seminar series 214

## Inquiring learning environments: New mindsets required

Judy Halbert and Linda Kaser

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# Inquiring learning environments: New mindsets required

**Judy Halbert and Linda Kaser**

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Introduction	3
Inquiring innovative learning environments required	4
Shifting systems: New mindsets required	6
Networks of inquiry and innovation – a disciplined approach	8
Inquiry in action	13
Moving ahead	15

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Mercer House, 82 Jolimont Street,  
East Melbourne VIC 3002.

(\*The Centre for Strategic Education (CSE) is the business name adopted in 2006 for the Incorporated Association of Registered Teachers of Victoria (IARTV). Therefore, publications which were previously published in the name of IARTV are now published in the name of CSE.)

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Mercer House, 82 Jolimont Street, East Melbourne VIC 3002

Editorial Team: Tony Mackay, Keith Redman, Murray Cropley,  
Barbara Watterston, Andrew Miller

## Introduction

Inquiry is not about the pursuit of the perfect question or the next exciting project. It is about being open to new learning and taking informed action. Innovation is not about sprinkling initiatives like pixie dust, hoping they will stick, nor is it about what is new and groovy. Innovation is about recognising that old forms are not working for all learners, identifying what the key needs of our learners are, and then creating new forms based on knowledge about what does work. What are some international examples?

- In Portugal, children of travelling circus families often enrol in more than forty schools per year. Escola Movel (The Moving School) was designed to increase the retention and success of these learners, through a careful blend of personal contact, regular face-to-face connections and thoughtful use of technology.
- The Chiamale Emozioni (Call Them Emotions) School is organised around the promotion of life skills, socio-emotional competencies, critical thinking and active engagement. It is closely connected with the local teacher education college in Locarno, Switzerland.
- At the Saturna Ecological Education Centre in British Columbia, the environment itself is the main learning resource. Learning takes place both inter-generationally, independently, in the community and in the natural world.
- The Culture Path program in a school in Kupio, Finland, aims at enhancing the social, emotional, and physical wellbeing of children through culture and art, by ensuring that every student has access to the city's cultural services. Teachers develop practical strategies to implement cultural education in nine critical paths related to the arts, libraries and theatre.
- The Aspire program in Victoria, Australia, was initiated to counteract decreasing engagement with school in Year 9 students (ages 14–16), by providing experience in responsibility, team building and independent learning. Student 'aspirations' are encouraged both in timetabled subjects and in additional off-campus projects that enable small groups of students to plan and complete a project with clear aims and outcomes that foster social and organisational skills.

From Portugal to Locarno, from Australia to Finland and Saturna Island, educators are responding to the identified needs of their learners and their communities by thinking in new ways about learners, teachers, content, resources, time, pedagogy and organisation.

The authors of this paper have been involved in public education for many years – as teachers, principals, district leaders, as Ministry policy advisors and as faculty members. For the past twelve years, we have worked with an inquiry-based network of 500 schools in British Columbia, as well as with hundreds of graduate students in leadership programs designed to create new mindsets about learning and leadership. Recently we have been part of the OECD Innovative Learning Environments project and are constantly seeking ways to strengthen quality and equity through professional inquiry and innovative practice.

Students, particularly those in secondary schools, report they are not engaged intellectually in their learning, do not find their required learning relevant and, in many cases, are simply jumping through the hoops of schooling.

In this paper we will provide a short history of the OECD Innovative Learning Environments ([www.oecd.org/edu/learningenvironments](http://www.oecd.org/edu/learningenvironments)) research study, describe the key principles of innovative learning environments, and offer our perspective on the mindsets of leaders that are required to shift systems from a preoccupation on sorting to a deep focus on learning. We will provide some brief examples of the ways in which schools in British Columbia (BC), Canada, are exploring new forms of learning, and outline the approach to inquiry and innovation that informs the work in the BC Networks of Inquiry and Innovation. We share these examples as an invitation for reflection and connection.

We hope that this paper will prompt you to think about your own setting, the learning needs of the young people you serve, and how disciplined approaches to inquiry can lead to innovative new designs as well as radically improved outcomes. We welcome your feedback and look forward to the opportunities to learn from one another.

### **Inquiring innovative learning environments required**

When one looks at the Programme for International Student Assessment (PISA) results, and those for the Progress in International Reading Study (PIRLS), at first glance Canada and British Columbia perform rather well. We are close to the top countries in terms of both quality and equity on pretty much every measure. Time for self-congratulation? Not quite. Despite the rather good results, there is a darker story. Students, particularly those in secondary schools, report they are not engaged intellectually in their learning, do not find their required learning relevant and, in many cases, are simply jumping through the hoops of schooling. (For more information on the Canadian Education Association (CEA) study of student engagement, please go to [www.cea-ace.ca/programs-initiatives/wdydist](http://www.cea-ace.ca/programs-initiatives/wdydist).) Graduation rates for Aboriginal<sup>1</sup> learners, despite significant recent improvements, are still a major concern. Creating environments of genuine intellectual engagement and success for all learners is a real challenge.

For the past few years in BC, policy makers, school and district leaders, teachers and community members have been engaged in discussions regarding the ways in which the system can become more responsive to learners. These discussions, as well as consultations and policy reviews, are paralleled in developed countries around the world. Despite consensus on the need for high levels of learning for all citizens and innovative thinking in knowledge-

based systems, many schools in many countries still operate as they did at the beginning of the last century. This has to change.

As part of the change process, the Organisation of Economic Cooperation and Development (OECD), in partnership with their Centre for Educational Research and Innovation (CERI), launched a study of innovative learning environments (ILE). The ILE study was designed to answer the question:

*How can today's schools be transformed to become learning and teaching environments that develop lifelong learners with the attitudes, skills and knowledge required in the knowledge society?*

The first phase of this international project focused on how people learn, and under which conditions they can learn most readily. This led to the publication of *The Nature of Learning: Using Research to Inspire Practice* (OECD, 2010). As the title suggests, this compendium aims to inform educational policy through evidence-based reflections from leading international educational researchers and learning specialists.

One of the key outcomes from the research informing *The Nature of Learning* was a series of seven broad, transverse conclusions about learning, with significant implications for the design of learning environments. The force and relevance of these conclusions do not reside in each one taken in isolation from the others. Instead, they provide a demanding framework in which all should be present for a learning environment to be judged genuinely innovative. These principles suggest that a quality learning environment

- makes learning central, encourages engagement, and develops self-regulated learners;
- involves learning that is social and often collaborative;
- is highly attuned to the learners' motivations and the key role of emotions;

- is acutely sensitive to the individual differences among the learners, including their prior knowledge;
- is demanding for each learner but without excessive overload;
- uses assessments that are consistent with its aims, with strong emphasis on formative feedback; and
- promotes horizontal connectedness across activities and subjects, with the community, and both in and out of school.

Another phase of this project involved a meeting of interested countries, in Helsinki, in 2008. Criteria were developed and countries were invited to submit initial case studies. Subsequent meetings have focused on some case studies for more in-depth analysis. The goal of the analyses is to share learning from the international examples of transformational practice. The third and current phase of the ILE project is to prepare these more in-depth case studies as well as to submit additional cases for a further round of study. All the work to date is available at [www.oecd.org/edu/learningenvironments](http://www.oecd.org/edu/learningenvironments).

Our collective challenge is to create the conditions in our schools where educators are open both to challenging long-held practices and to developing new and innovative approaches.

While participating in this international project is highly engaging for those involved, it is more important to us that educators locally are able to learn from innovative work taking place around the world – and in our own backyards. Our collective challenge is to create the conditions in our schools where educators are open both to challenging long-held practices and to developing new and innovative approaches. Our work in transforming schools and systems has led us to identify both the kinds of system change that are required and the mindsets of school leaders that help realise these shifts.



### Shifting systems: New mindsets required

Shifting systems from sorting to learning requires both cultural and systemic changes, as well as a new set of mindsets for leaders. Table 1 identifies the seven major shifts that are necessary.

Making the case for system change is relatively easy. Making the move from a sorting to a learning system is far more difficult and involves all educators at all levels shifting from a fixed to a growth mindset. This means that all educators will act in ways that demonstrate their conviction that virtually each young person can learn and achieve at high levels. This requires a different way of thinking, new forms of teamwork, focused effort, continuous learning and passionate commitment. Shifting mindsets is neither easy nor trivial work. It reflects a profound and significant set of changes. Carol Dweck (2006), a leading researcher in the area of developmental psychology, describes mindset change in the following way.

*Mindset change is not about picking up a few pointers here and there. It's about seeing things in a new way. When people – couples, coaches and athletes, managers and workers, parents and children, teachers and students – change to a growth mindset, they change from a judge-and-be-judged framework to a learn-and-help-learn framework. Their commitment is to growth,*

*and growth takes plenty of time, effort, and mutual support.*

(p 238)

Our own school leadership experiences, combined international research and our case studies of schools and their leaders over the past dozen years, have led us to conclude that school leaders, who are leading in a complex period of technological, environmental, social, economic and political change, need to focus their leadership learning and thinking in seven critical areas. We describe these areas as mindsets to capture the notion that they are broad cognitive-emotional capacities rather than narrow forms of behavioral competencies. In *Leadership Mindsets: Innovation and Learning in the Transformation of Schools* (Kaser and Halbert, 2009) we describe in considerable detail the system shifts required and the leadership mindsets important in making these shifts (see Figure 1).

#### Intense moral purpose

Leadership in schools is about making a difference in the lives of every learner. Intense moral purpose is connected with passionate and persistent intensity and, as Christopher Day and Ken Leithwood observed,

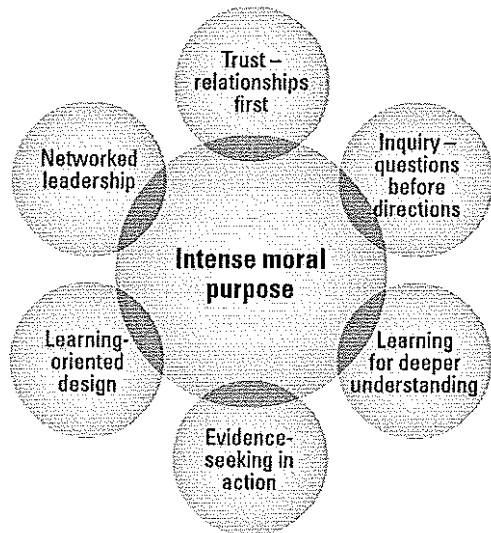
*Passion is not a luxury, a frill or a quality possessed by just a few principals. It is essential to sustaining successful leadership.*

(2007, p 176)

**Table 1. Shifting from sorting to learning**

Systems Shifting	
From sorting	To learning
A focus on instruction and teaching	A focus on deeper forms of learning
Summative assessment for grading and reporting	Formative assessment to provide descriptive coaching feedback and learner self regulation
Teaching in isolation	Teaching teams working as learning communities
Schools on their own	Schools working together and with community
Leadership by position – hierarchy	Leadership by contribution – networked and distributed
External centralised pressure	Local internalised commitment, capacity building and responsibility
Business as usual	Genuine transformation

Figure 1. Leadership mindsets



It has also been argued that the moral imperative of school leaders must be both broader within the school and wider outside the school than it has been in the past (Fullan, 2003). The moral purpose mindset asks school leaders to explore what the notions of quality and equity mean, and to consider the implications of developing new forms of quality.

#### Trust – relationships first

The longitudinal study Trust in Schools (Bryk and Schneider, 2002), provides evidence that schools with low levels of relational trust have only a one-in-seven chance of demonstrating improved academic learning. From her study of five secondary schools, Karen Seashore Louis (2007) showed that school leaders must conceptualise

*trust as the bridge that reform must be carried over, but rather than being solid, that bridge is built on changing emotions.*

(p 20)

Without a strong focus on developing or strengthening trusting relationships the bitter reality is that little change will occur – and the absence of trust works to the detriment of learners who need newer pedagogies to thrive.

#### Inquiry – questions before directions

A spirit of inquiry-mindedness, and understanding a variety of forms of inquiry, can assist leaders in realising their moral purpose of improved learning for all. In their book *Inquiry as Stance*, Marilyn Cochrane-Smith and Susan Lytle (2009) put forward the notion of 'inquiry as stance' as a challenge to the current arrangements and outcomes of schools. They call for practitioner researchers in local settings and around the world to ally their work with others, as part of larger social and intellectual movements for social change and social justice. Leaders with an inquiry mindset reflect Lieberman and Miller's (2004) perspective that:

*An inquiry stance is far different from a solution stance. It requires that one ask questions of one's practice rather than look for answers. It places contextual data collection and analysis rather than generalized solutions at the center of improvement efforts.*

(p 41)

#### Learning for deeper understanding

Leaders need to support all staff members in developing adaptive expertise. For this to happen, leaders must be deeply grounded in learning theory, have a good understanding of a range of learning models, and need to have confidence in leading what Vivianne Robinson (2009) describes as 'open to learning conversations'. Leaders must know how to serve as 'intellectual companions' to educators at varying stages in their careers and at various developmental levels. Leaders who are familiar with and can apply thinking from a model or framework for learning are better equipped to lead schools in which deep learning – for both young people and adults – is a way of life.

#### Evidence-seeking in action

In many parts of the world schools have been described as being data rich and information poor. Leaders need to consider carefully what they say about what 'counts' in their school. An evidence-

informed mindset requires understanding the role of formative assessment practices, engagement and meta-cognition in learning. It also implies that leaders are familiar with current research about what works and are also keen observers of practice in their own settings.

### **Learning-oriented design**

The mindsets of intense moral purpose, trust, learning, evidence and inquiry are made apparent collectively through the actions that leaders take to design and support opportunities for adult learning. This is where leadership thinking hits the learning action road. One of the key responsibilities of school leaders is to create and sustain opportunities for adult learning that lead to improved learning for young people. The notion of design reflects the sophistication and complexity required to create appropriate conditions, structures and rhythms for adult learning. The research and practice evidence about distributed leadership, teacher professional learning, and learning communities of practice must inform the ways in which leaders design adult learning

The challenges are simply too great for any one teacher, school or even district to go it alone.

### **Networked leadership**

Thankfully, the image of the heroic solitary leader 'heading' the school is fading. Not only do leaders with the mindsets that we describe move naturally and effectively to a more distributed form of leadership, they also connect with other leaders through networks of inquiry and critical friendship. The challenge of creating greater quality and equity for all learners absolutely requires that we bring a networked mindset to our work. The challenges are simply too great for any one teacher, school or even district to go it alone.

The idea of a set of leadership mindsets, developed through intense study and supported through on-site inquiry and innovative practice, is central to our work with hundreds of graduate students. In recent years we have also

worked with thousands of educators through the Network of Performance Based Schools, the Aboriginal Enhancement Schools Network and the Healthy Schools Network. Our experience with these networks has led to an even stronger conviction about the importance of sustaining and enhancing networks of inquiry and innovation as a key strategy in creating a more responsive system.

### **Networks of inquiry and innovation – a disciplined approach**

The idea of 'every learner crossing the stage with dignity, purpose and options' has emerged as a compelling vision for network educators in BC. As we sustain the original network focus of using formative assessment and a set of provincially developed learning progressions<sup>2</sup> to help all learners coach themselves to deeper levels of learning, network schools are also inquiring into ways to increase learner engagement, social-emotional connections, self-regulation, critical thinking, healthy living and indigenous knowledge and respect.

For the past decade, network schools have incorporated into their inquiries formative assessment strategies, drawn primarily from the work of Dylan Wiliam (2011, for example). These coaching strategies are all aimed at developing learners as owners of their own learning. We see direct links between the principles for innovative learning and the formative assessment strategies (see Table 2).

Network schools are already incorporating many of the learning principles – as well as the coaching assessment strategies – into their inquiries. We believe that conceptualising the inquiry process as a spiral of double-loop and triple-loop learning provides a useful framework and a disciplined approach to inquiry and innovation. There is no shortage of questions to explore. Masters papers, action research projects, and individual school change projects often start with a question. Unfortunately, these questions are not always

**Table 2. Links between the principles for innovative learning and the formative assessment strategies**

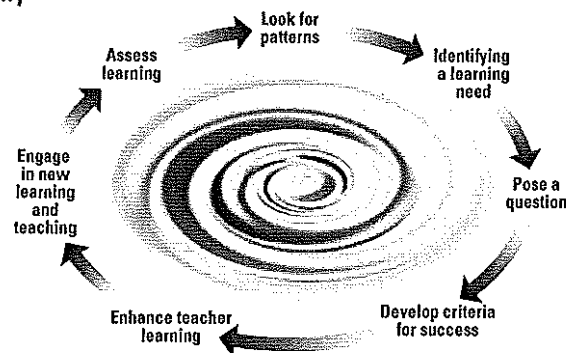
<b>Learning Sciences Principles</b>	<b>Coaching (Formative) Assessment Strategies</b>
Learners must own their own learning – including learning how to be actively engaged and meta-cognitive.	Learners are the owners of their learning.
Learning must be social and the learning environments must encourage well-organised cooperative learning.	Peers are developed as thoughtful learning/teaching resources for each other.
Learning professionals need to be tuned into learner emotions and motivations, and understand the key role that emotion plays in learning.	Regular, thoughtful, formative feedback helps to move individual learning forward for each learner.
Learning professionals are acutely sensitive to the individual differences among learners, including their prior knowledge.	Learners are the owners of their own learning.
Learners are engaged in programs that demand hard work and challenge from them – without overload.	Learners are involved in responding to effective questions in discussions, activities and tasks that elicit evidence of learning.
Learners are in an environment characterised by clarity of expectations and formative feedback.	Learners have clear quality criteria – often codeveloped with their teachers – and know on which specific aspect they need to focus.
Learning is connected across areas using 'horizontal' connections – across areas of knowledge, of subjects, of the community and of the wider world.	Learners are provided with or develop clear and important learning intentions – which connect across knowledge areas and to lifelong learning.

connected to student learning needs. They may be interesting, engaging, and even a lot of fun for the adults involved – they just do not necessarily lead to substantive changes for learners.

We argue that powerful, disciplined questions must be linked directly to identified student learning needs; they must drive professional learning; they must lead to real changes in learning and teaching; and, the impact must be assessed. The more we work with the spiral of inquiry, the more we realise how much there is to each stage. Working through a spiral of

inquiry is sophisticated work that involves new learning, unlearning of old habits, shifting practices, and incorporating new forms of assessment.

In this spiral there are seven stages that provide the framework for the inquiry teams. Each stage is important; it is by working through all the stages of the spiral of inquiry (see Figure 2) that substantive learning gains are realised for learners. What follows is a short explanation of the stages in the spiral and then some examples of what this looks like in practice in schools.

**Figure 2. Spiral of inquiry**

### Identify a learning need

The inquiry spiral begins when a leadership team takes a serious look at evidence of student learning from sources within classrooms or across the school or community as a whole. The closer the evidence is to the classroom and to individual learners, the greater the validity of the evidence is for teachers. Deciding what to pay attention to, determining meaningful patterns of evidence, and participating in thoughtful, trusting and probing discussions are all challenging tasks and are a required first stage in the inquiry spiral.

The closer the evidence is to the classroom and to individual learners, the greater the validity of the evidence is for teachers.

In our jurisdiction, educators are fortunate to have access to a set of learning progressions – in Reading, Writing, Mathematical Problem Solving and Social Responsibility – that have been developed by hundreds of teachers working together over a number of years. More recently, learning progressions have also been developed in elementary Science, the Fine Arts, and Healthy Living. There is promising work emerging in Aboriginal understandings. These learning progressions help educators identify areas of learning need and assist them in understanding how to coach learners for greater self-regulation.

Although the context of each school is unique, there is a great deal to be learned through conversation and exchanges with other schools. Network schools benefit from sharing their initial observations about student learning needs with other schools – and then coaching each other to refine and focus their inquiries.

### Pose a question

Once school teams have agreed upon an area of learning need, the next step is to reframe this need as a question. It is our experience that focusing on a mutually-agreed-upon question is more motivating for educators than trying to meet a goal. Sometimes goal setting can

limit creativity – you either make it or you don't. Inquiry is different because the focus is on generating new knowledge as well as new practices, and there is no such thing as a 'bad' question.

At the beginning, the questions posed may be approximations of what you will eventually explore in depth. At first they may be too narrow or they may be too broad. Wanting an inquiry question to be 'perfect' at the start of the process is counter-productive. There is something to be learned from every inquiry, even if it means changing the question over time as teams gain confidence and sharpen their focus.

Schools beginning with inquiry have found it helpful to check whether or not their question is right-sized, linked, evidence-informed and important. A question is 'right-sized' if it is not too complex, too narrow or too broad. Some schools make their inquiries too big or too complicated or inquire about too many areas at once.

What do we mean by right-sized? Our advice is to develop an inquiry that is big enough to be interesting yet is also focused enough so that progress can be made in a school year.

As one example, Grandview/uuqinak'uuh Earth School is asking

*If all our students are involved in growing and preparing healthy food as part of their school experience, will their attitudes, knowledge and behaviors around healthy food become more positive?*

The question at Glenview Elementary School is

*How will deepening student understanding of local indigenous knowledge, people and history increase student awareness and improve academic achievement of our Aboriginal students?*

Clearly the size of the question is connected to the capacity of the staff and the backgrounds and strengths of the informal and formal leaders. The staff of Annieville, a suburban elementary school, generated the following question.



*Will the use of the social responsibility performance standards in conjunction with the use of instructional technology and assessment for learning strategies, help students demonstrate a greater sense of engagement in their own learning and increasingly become better problem solvers, critical thinkers and self-regulated learners?*

Although some of their district colleagues were concerned with the ambitiousness of their inquiry, after observing a school professional learning session in the Autumn we were not.

At Annieville the inquiry coordinator has a very rich set of professional development skills: as a trainer and as a district leader in critical thinking and cooperative learning. The formal leader is a skilled educator who supports her colleagues effectively to take on challenging new learning. The staff is cohesive and works well together. The staff members did not develop or tackle their question until after they had engaged in a three-month appreciative inquiry exploration of the strengths of their school. What is right-sized in a school such as Annieville could be overwhelming in another context. The positive gains that this particular school is making for its learners, however, can help encourage other schools to engage in inquiry themselves.

An inquiry is often more powerful when it is linked to other school and district initiatives. This can help create coherence, motivation and meaning for everyone involved. We have seen the importance of ensuring that a question is not seen as an 'add on' but rather is viewed as central to the learning life of the school.

Campus View Elementary School's science question is linked to the district focus on literacy:

*Will involving students in personalized science exploration improve student procedural writing in the areas of meaning and form?*

Finally, we argue that school inquiries should be informed by current evidence about what makes a difference to student learning. Unfortunately, we have seen too many questions that may be

fun and interesting to explore but are lacking in any research base. One of the reasons we have emphasised formative assessment so extensively in BC is because of the strong research evidence about impact on learning, engagement and motivation.

Dover Bay Secondary acknowledges the importance of social-emotional learning in the following question.

*The development of healthy relationships is an essential component of building school connectedness. What can we discover from the learning partnerships between students across the grades and in different schools that will further support engagement in healthy relationships at school?*

### **Develop criteria for success**

The next step is to agree on how you will determine the extent to which you are successful in improving learning outcomes. Inquiry learning communities where there is an absence of a clear focus on learning gains and working without specific criteria for success will lack credibility and any progress will not be sustained.

school inquiries should be informed by current evidence about what makes a difference to student learning.

Having reliable and shared measures provides a certain degree of confidence for educators beginning the inquiry process. The use of strong classroom-based tools removes the reliance on external assessments, which often do not provide the kind of coaching 'next step' information that helps learners take more control of their own learning.

Almost all the initial inquiries in our inquiry learning communities involved using criteria from the provincial learning progressions. Teachers spent time together examining samples of learner work and coming to agreement about what constituted 'good work' at various levels. They worked with their learners to co-create

criteria for specific tasks based on the fully developed learning progressions.

In the absence of access to professionally developed learning progressions such as these, we encourage inquiry teams to explore what tools are available in your own context – or feel free to ‘borrow’ from other jurisdictions. New Zealand, for instance, has developed a similar set of literacy learning progressions (see [www.boost.co.nz/work/web/education/learning-progressions/](http://www.boost.co.nz/work/web/education/learning-progressions/)). The key is that the criteria are professionally valued, well-developed, research-based, readily available and ‘owned’ by the inquiry team.

### Enhance teacher learning

This phase in the spiral that is not only critically important, it is also often neglected. Teachers are already doing the best they can with the knowledge they currently have. To make significant changes in student learning, adult learning needs must be addressed. We have been profoundly influenced by the work of Helen Timperley (2011) from the University of Auckland. Her research on teacher professional learning and what makes a difference to learner

In schools where there are regular times early in the day for teacher collaboration, the process of examining strengths and weaknesses in the new approach is much easier.

outcomes demands that teacher learning be directly linked to identified learner needs. We also need to incorporate designs that provide multiple opportunities for learning in a context of both trust and challenge. Members of the inquiry team will be at different stages of adult development, and opportunities that meet the needs of all involved must be reflected in the design. The team will also need to consider drawing on the expertise of outside facilitators – or using educators from other network schools as critical friends.

As educator understanding of the importance of teacher professional learning connected to

‘learner needs’ deepens, the conceptualisation of the inquiry spiral also deepens. Schools begin to view the inquiry process as both a cycle and a spiral, with one inquiry leading to another with increasingly greater depth.

### Engage in new learning and teaching

At last, after observation, thinking and some substantive new learning, it is time to change classroom practices. At this stage educators will be trying something new – and that may not look the same in every setting. A tweak in practice for one teacher may be a big change for a colleague. It is important during this period of exploration to establish a time frame for trying out new practices, and for learning from student responses what works and what does not. In schools where there are regular times early in the day for teacher collaboration, the process of examining strengths and weaknesses in the new approach is much easier. Our experience suggests that a two-week cycle, and then time to touch base as a team, is a rhythm that works well and is ‘do-able’. Action and conversation are key. Working together to incorporate new strategies and then to talk informally (in the hall, in the coffee room) or formally (at a team meeting, at a staff meeting) about progress and challenges, on a regular basis, builds trust and interdependence.

This learning dialogue is vital. We have seen the ‘breakfast club’ or ‘soup for lunch’ model work extremely well for staff dialogue and on-the-spot problem solving. Learning rounds focused on the specific new strategies can also provide rich opportunities to extend learning. Providing more opportunities for in-depth conversation, observation and support – and reducing the number of ‘workshops’ that do not fit either the context or have any connection with the school inquiry – this is part of learning-oriented design.

### Assess the learning

At a set time, teams of teachers will now look to see how far learners have come as a result of the use of the new strategies. If, for example, the staff team has been focusing on using the Write Traits strategies<sup>3</sup> to improve the writing

of all their learners, they will get together and examine sets of student writing, to see the progress in the key areas of focus. If the inquiry team has had a focus on making inferences in reading, then that will be the topic – what are the findings and what are the reflections?

Sometimes, teams feel that more progress is needed and more time needs to be devoted to the task. Sometimes growth is spectacular and teams want to make sure that other educators learn from their successes. Sometimes teams assess the learning – especially if almost all learners are shown to be fully meeting expectations – and make a professional judgement that it is the right time to shift their team learning focus to another area, such as social-emotional learning and mindfulness, or critical thinking across the curriculum.

At this stage it is wise practice to document the learning gains from using the inquiry cycle – even if that is as simple as noting that the staff has become more adept at listening to a range of perspectives, better at working as a team to examine evidence of learner growth, and stronger at using the three metacognitive questions strategically as a school-wide way of life. Growth in the adult learning process needs to be acknowledged and celebrated. When both adults and young people are engaged in improving their learning, the school has genuinely become a centre of inquiry.

### Find the patterns

This final stage is both the last stage in the first cycle and also the first stage in the new spiral of inquiry. Our experience has been the same over and over again – once educators work successfully through one cycle of inquiry, they become genuinely engaged in being curious and generative about their professional practices. They then commit to making ongoing inquiry a way of life.

## Inquiry in action

We have attempted, to this point, to create a case for shifting from sorting to deeper learning for all, to outline briefly the leadership mindsets required to help transform systems, and to describe the steps that schools participating in a network of inquiry and innovation are using to focus their new work. Let us look next at what this actually looks like in practice, in real schools dealing with many of the complexities common to schools around the world.

Hartley Bay School is a remote rural school that serves a primarily Aboriginal community. For several years, the staff had worked hard to improve literacy outcomes and became increasingly confident in applying powerful literacy and assessment strategies. Despite their best efforts, they were frustrated by the lack of engagement of many of their learners. Two years ago they began to explore actively the following question.

*When using traditional First Nations methods of teaching and learning, will providing opportunities for students to teach their skills to others have a positive academic, social and personal impact upon achievement levels?*

They began to incorporate the local Tsimshian<sup>4</sup> ways of knowing and being to increase learner success and engagement. They paid attention to the prior knowledge of their learners and significantly enhanced the connections with their community. The impact on attendance, engagement and academic success has been impressive.

In schools such as Randerson Ridge Elementary, where the question asked was

*How will developing a 'community of learners' concept, in multiple classrooms, support student engagement and ownership of learning and result in improved literacy and inquiry skills across the curriculum?*

and Smithers Secondary, which asked

*Can inquiry-based learning improve the literacy skills of high school students, and*



*impact student motivation and ownership?*

... educators are engaging learners in hard work and challenge by moving inquiry to the level of the individual learner – and fuelling their desire for learning as a result. As Tristan, a Grade 9 student stated:

*Finally someone asked me what I wanted to learn.*

The staff at Don Christian Elementary was concerned about the degree to which their learners truly valued diversity. By designing activities to respect individual differences and prior knowledge, by connecting more closely with the community, and by encouraging more cooperative learning, they saw considerable growth and commented as follows.

*By welcoming all the cultures and honoring their place and history in our school, we opened doors. Our children were able to connect with families and open doors between families that did not exist before.*

Nala'atsi is an Alternative Secondary School for Aboriginal students in Grades 10–12 in the Comox Valley. Attendance, engagement and a sense of connection with the community have been challenges for these learners. The staff inquiry led to Nala'atsi students meeting with Aboriginal community members twice a week to work together on projects designed to promote cultural awareness and develop shared knowledge. The comment that follows, from an 84 year-old elder, reflects the positive impact on social-emotional learning and horizontal connections.

*I took my mask and the poster to my woman's group and they were amazed by the messages and the artistic ability of our entire group. I thoroughly enjoyed myself during this project and was very sad when it was over. The kids are great.*

Staff at one rural secondary school started their inquiry process by looking at the disengagement of their learners. They started by providing a weekly block of time where both learners and staff explored an area of passionate interest.

This has led to a total redesign of their learning program. Next year, all academic courses will be provided in the morning and every afternoon will offer a range of highly engaging learning experiences involving fitness, the environment, the arts, productive career explorations and engaging uses of technology.

Another small rural elementary school has been exploring how to have their K–7 learners become more self-regulated in their learning. Using a six-stage framework from Stuart Shanker's (2012) work they have made radical shifts in their approaches, including working with learners on strategies to 'dial up' or 'dial down' their energy levels to get into a place of calm, focused energy. Core skills are emphasised over a five-week cycle followed by a week-long inquiry where artistic, Aboriginal or scientific/ environmental investigations become the focus for the entire school.

In one district, schools from a group are asking themselves:

*How can we help every young person in our community to have a stronger understanding of Aboriginal traditions and current accomplishments, while also ensuring learning success for every Aboriginal young person? How can we make sure that every person working with Aboriginal learners feels a sense of agency through inquiry?*

Educators in these schools used a shared inquiry and community of learners approach, to develop deeper understanding of Aboriginal culture and wisdom. Their initial explorations, involving the local Aboriginal support worker as well as key elders, led to a unit of study involving non-fiction picture books showing the accomplishments of Aboriginal people. We were able to attend the inquiry celebrations at these schools, during which the students presented their insights for younger students, parents, student teachers and community members. It was clear from our observations and personal interviews with many of the students, that these learners had transformed their attitudes about indigenous perspectives and contributions to

Canadian society in a very positive direction. Their responses were genuine, heartfelt and impressive. They had learned to incorporate into their own views many of the perspectives from an Aboriginal worldview.

At the conclusion of a year of inquiry, network schools share their learning through a public celebration of their learning and the publication of their case studies. These case studies<sup>4</sup> provide a rich set of examples of the ways in which schools are developing imaginative approaches to meeting learner needs. They also show how what can begin as a small inquiry in one setting can lead to significant innovations in practice with widespread impact. The evolution of intentional cross grade learning strategies – from its early days in Surrey to the work at Glenview Elementary<sup>6</sup> in Prince George, and now influencing literacy practices across BC as well as in New Zealand – is simply one example.

## Moving ahead

As we make deliberate efforts to incorporate and link the findings from the international research on innovative learning environments with a persistent emphasis on self-regulated learning and formative assessment, we believe that we can move more quickly to realise our vision that ‘every learner will cross the stage with dignity, purpose and options’.

We did not know when we started the Network of Performance Based Schools that we would still be engaged in system-level inquiry a decade later. Nor did we anticipate that the work of Network schools in BC would have an influence on other provinces and countries. We have hosted educational study groups from Wales, New Zealand, the Yukon, Ontario, the USA, Australia, the UK, Malaysia and Qatar to see the ways in which networks of BC schools are working together to strengthen learning. Network educators from BC have been invited to share their learning at international conferences and have also been invited to work alongside teachers in classrooms from Wales to Whitehorse.

We did not expect that the network inquiry model would be used to address active, healthy living. And we had not imagined the positive response from schools encouraged to focus on the goals of district Aboriginal Enhancement Agreements through inquiry at the classroom level, as a part of the Aboriginal Enhancement Schools Network (AESN). We did not predict that AESN would be described by the deputy of Aboriginal and Northern Development Canada as a model for other provinces.

At the same time as inquiry is becoming an increasingly common approach, we must be alert to issues of depth and sustainability. Throughout our careers, we have seen many programs, initiatives, new technologies and innovations that have over-promised and under-delivered. Inquiry requires a disciplined methodology. Innovations need to be based on a deep understanding of learning and learners. The international learning environments research provides an invaluable evidence base.

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can lead to significant innovations in practice  
with widespread impact.

In their book, *Good Work, When Excellence and Ethics Meet*, Gardner, Csikszentmihalyi, and Damon (2001) point out that

*few things in life are as enjoyable as when we concentrate on a difficult task, using all our skills, knowing what has to be done.*

(p 3)

The task we are facing is difficult and we do know what has to be done. The system must be transformed to meet both the quality and equity needs of all learners. We know much more about learning and how to reach all learners than was conceivable even a decade ago. We have seen the potential when teams of educators work together to explore important questions – across roles, across schools, across districts and across countries. We know that this work can be deeply enjoyable.

We have a greater understanding about the ways in which leadership – both formal and informal – can create the conditions for inquiry and innovation to flourish. There is a strong evidence base around the forms of professional learning that have a direct impact on student learning. This new knowledge, as well as the imperative to shift the system to a deeper focus on learners and learning, compels us to act. We say to our graduate students that once we have the knowledge about what today's learners need, and we fail to act on this knowledge, that this is akin to educational malpractice. Strong words – and we mean them.

As we look ahead, we are more convinced than ever that learning from others locally and

internationally, in a genuine spirit of inquiry, is key to creating greater quality and equity for all learners. The international schools in the ILE research study, as well as hundreds of schools locally, are exploring ways to engage all learners in new and enriching forms of learning. More young people, such as those from the travelling families in Portugal, are experiencing success as a result.

Weaving the wisdom from indigenous ways of knowing in our own cultures with actionable intelligence from the learning sciences – and innovative practices from around the world – will create a rich platform where every learner will indeed be well prepared to cross the stage with dignity, purpose and options.

## Endnotes

1. In Canada, the term 'Aboriginal' is used to include people of First Nations, Métis, and Inuit heritage. Note: Wikipedia states that 'The Métis are one of the Aboriginal peoples in Canada who trace their descent to mixed First Nations and European heritage'.
2. For background and details see [www.bced.gov.bc.ca/perf\\_stands/](http://www.bced.gov.bc.ca/perf_stands/).
3. For a publisher's outline of the nature and purpose of these materials see [www.greatsource.com/store/ProductCatalogController?cmd=Browse&subcmd=LoadDetail&level1Code=01&level2Code=002&level3Code=G00020&frontOrBack=F&sortProductsBy=SEQ\\_TITLE&division=G01](http://www.greatsource.com/store/ProductCatalogController?cmd=Browse&subcmd=LoadDetail&level1Code=01&level2Code=002&level3Code=G00020&frontOrBack=F&sortProductsBy=SEQ_TITLE&division=G01).
4. The *Tsimshian* are an indigenous people of the Pacific Northwest Coast of North America.
5. Case studies from NPBS and AESN 2010–2011 are available on the website [www.noii.ca](http://www.noii.ca). Case studies from the Healthy Schools Network are available at [www.healthyschoolsnetwork.org](http://www.healthyschoolsnetwork.org).
6. For a description of the Glenview work, see Kaser and Halbert (2008) 'A Cross Grade Learner conversation', Chapter 5 of L. Earl and H. Timperley (Eds) (2008) *Professional Learning Conversations – Challenges in Using Evidence for Improvement*, Springer Science + Business Media, New York.

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## Further reading

Although not cited explicitly in the text, the following items were used in preparing this paper and may be of interest to readers wishing to pursue themes further.

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Dumont, H, Istance, D and Benavides, F (2010) *The Nature of Learning: Using Research to Inspire Practice*, OECD Publications, Paris.

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|---|--|

## Other publications

*Leading the education debate Volume 3: Selected papers from the CSE's Seminar Series and Occasional Papers, 2007–2010* (2011)  
Editors Vic Zbar and Tony Mackay

This third collection from the CSE Seminar Series and Occasional Papers has contributions from a number of significant contemporary and international education writers. It comprises 15 papers on school improvement and reform, and is organised in five parts: The challenge of implementation; Leadership remains key; Improving classroom practice; Disciplined innovation for improved systems and schools; and A system that engages educators, students and the community.

Volume 3 of *Leading the education debate* continues the sequence of volumes of collections of CSE papers. The two earlier volumes by the same editors, *Leading the education debate* (2003) and *Leading the education debate Volume 2* (2007), are also available from CSE.

*Women in school leadership: Journeys to success* (2010)  
Compiled by Jim Watterston

Twelve women reflect on their personal and professional journeys to school leadership, the barriers they have overcome, the successes they have achieved and what they have learned along the way. Their experiences and advice provide inspiration for any teacher who might aspire to school leadership.



### About the Authors

Dr Judy Halbert is a co-leader of Networks of Inquiry and Innovation and the Aboriginal Enhancements Schools Network in British Columbia, Canada. She has served as a secondary principal, district leader and as a senior policy advisor with the Ministry of Education in the areas of district accountability and Aboriginal education. She is the co-director of the Centre for innovative Educational Leadership at Vancouver Island University. Judy is committed to developing school leaders and school communities focused on quality and equity.

Dr Linda Kaser is a co-leader of Networks of Inquiry and Innovation and the Aboriginal Enhancements Schools Network in British Columbia, Canada. She has served as an elementary and secondary school principal and a district leaders. She has worked in senior policy roles with two provincial governments with special responsibilities for literacy, student achievement and rural education. As a faculty member at Vancouver Island University and a co-director of the Centre for Innovative Education Leadership, Linda is committed to creating stronger links between the academy and practitioners.

### About the Paper

The authors provide historical background to the OECD Innovative Learning Environments ([www.oecd.org/edu/learningenvironments](http://www.oecd.org/edu/learningenvironments)) research study, describe the key principles of innovative learning environments, and offer their perspective on the mindsets that leaders require to shift systems from a preoccupation on sorting to a deep focus on learning. They discuss examples of the ways in which schools in British Columbia (BC), Canada are exploring new forms of learning, and outline the approach to inquiry and innovation that informs the work being undertaken in the BC Networks of Inquiry and Innovation. They share these examples as an invitation for reflection and connection, hoping to prompt readers to think about their own settings, the learning needs of the young people they serve, and how disciplined approaches to inquiry can lead to innovative new designs as well as radically improved outcomes.



### About the Seminar Series

This series of papers, by leading educators, is based primarily on seminar presentations.

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# CLASSROOM CONTEXTS FOR SELF-REGULATED LEARNING

## PROMOTING SRL IN K-12 CLASSROOMS

Nancy Perry (University of British Columbia)

### OVERVIEW

Self-regulated learners are metacognitive, motivated for learning, and strategic (Winne & Perry, 2000; Zimmerman, 1990; 2008). Specifically, they exercise metacognition by reflecting on their strengths and weaknesses relative to the demands of tasks they are assigned and, where gaps exist, considering strategies that can be used to ensure their ultimate success. Their motivation for learning is revealed in the value they place on personal progress and deep understanding, their willingness to try challenging tasks that prompt self-regulation, and their constructive view that failure is an opportunity for learning. Strategic describes how these learners approach challenging tasks and deal with problems. They choose from a developing repertoire of strategies those best suited to a situation and then apply them effectively.

Historically, theories of motivation and SRL presumed young children were not capable of the complex cognitive and metacognitive processes involved in SRL and not vulnerable to motivational beliefs and values that undermine it. Consequently, much of the research about SRL in educational psychology focused on students in the intermediate grades and beyond. Now research is accumulating that proves young children can and do regulate their learning and are vulnerable to the same academically maladaptive motivations as older students. This research signals the general significance of self-regulation and SRL to children's success in and beyond school.

Nancy Perry  
Nancy.perry@ubc.ca



### WHAT IS THE RESEARCH ABOUT?

My research has two main goals: (a) understanding how features of classroom contexts create opportunities for children to develop and engage in SRL; and (b) helping teachers, including preservice teachers, to design tasks and interact with learners in ways that support SRL. Most of my research has focused on children in elementary schools (kindergarten through grade 5) because this group has been understudied in the past and promoting SRL early in children's school careers seems promising for preventing academic, social, and emotional problems in the future. Recently, my research has expanded to include youth in alternative education programs. My research takes place in classrooms, providing opportunities to observe SRL in naturally occurring activities unfolding in real time. Finally, I rely on social views of learning (e.g., examining how children's SRL is supported through transactions with teachers and peers) to interpret my research results.

# CLASSROOM CONTEXTS FOR SELF-REGULATED LEARNING

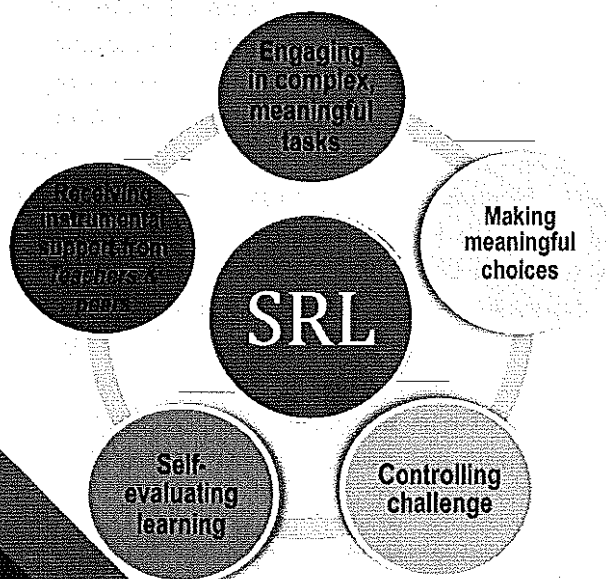
## PROMOTING SRL IN K-12 CLASSROOMS

MAY 27, 2012 (CANADIAN SOCIETY FOR THE STUDY OF EDUCATION)

### FINDINGS

Students have opportunities to regulate learning in classrooms where they are engaged in complex meaningful tasks, making choices, controlling challenge, and self-evaluating learning, and where they receive support from teachers and peers that is instrumental to SRL. Importantly, tasks are not static entities with inherent properties, such as degree of difficulty. Students experience tasks differently, depending on dynamic relationships among task features, personal characteristics, and social and instructional supports. Therefore, researchers and teachers should pay close attention to how students interpret/understand tasks and how they engage with them.

Teaching toward SRL is not easy. Therefore, making the implementation of SRL promoting practices as widespread as research indicates they should be requires creating professional development contexts for teachers like the learning contexts we want them to create for their students—contexts that provide teachers with guided and sustained support to hone their self and co-regulation skills.



Perry, N. E., & Drummond, L. (2002). Helping young students become self-regulated researchers and writers. *The Reading Teacher*, 56, 298-310

### IMPORTANCE

Currently, I have three funded research projects:

- (a) Seeding success: A longitudinal investigation of children's development of SRL and factors associated with it;
- (b) Promoting positive life outcomes for children and youth who have struggled in school; and
- (c) Developing early career teacher motivation.

The longitudinal investigation of children's development of SRL will reveal individual differences in students' SRL trajectories over time (kindergarten through grade 3) and how these can be mediated by classroom experiences. Ideally, these findings can inform the design of interventions for children whose SRL trajectories are academically maladaptive, and prevent subsequent problems in and beyond school. Similarly, findings from my study of early career teacher motivation indicate teachers with knowledge of SRL promoting practices have higher efficacy for carrying out difficult teaching tasks (e.g., managing challenging behaviour), experience higher levels of engagement and lower levels of stress than peers without an SRL focus. These findings are leading to hypotheses about factors that can help teachers thrive, especially in challenging alternative education settings like those represented in my research about struggling youth. Together, these projects will advance theory and research on SRL, and provide the basis for developing powerful, adaptive frameworks for promoting effective teaching and learning in schools.

Not Responsive

From: Dockendorf, Maureen [<mailto:MDockendorf@sd43.bc.ca>]  
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Cc: Miller, Liane EDUC:EX  
Subject: District Early Reading Learning Teams Assignments  
Importance: High

Good afternoon Provincial Early Reading Facilitators and Provincial Early Reading Resource Team,

Please find attached:

1. Changing Results for Young Readers Symposium Agenda for August 27/28 2. Provincial Early Reading Facilitators contact list 3. Provincial Early Reading Resource Team contact list 4. CRFYReaders proposed work schedules and dates for 2012/2013

We are in the process of assigning you districts to facilitate the District Early Reading Learning Teams in the 'Changing Results for Young Readers' Initiative. We would like to have this completed prior to August 26 so you have the opportunity to connect with your assigned District Early Reading Learning Teams on August 27 and 28. We would greatly appreciate your input! Would you choose one or at maximum two districts that would work in your geographic area to facilitate. Please see the attachment that outlines your proposed work schedule. Please consider the following:

1. What would work for you?
2. What would NOT work for you?
3. Consider facilitating outside of your district so you bring an outside perspective to another group of teachers and your district benefits from the expertise of an outside facilitator (critical friend or friendly critic according to Andy Hargreaves!). Sometimes it is best for you to facilitate in your district - so please make it work for you.

Would you kindly send me two or three choices of districts so we have some flexibility in placements. Please send this to me prior to August 24 so we can create a first draft of assignments for YOU - Provincial Early Reading Facilitators! All expenses will be paid by the Ministry and honorariums will be issued for your planning time and in some cases, contracts if you are not currently employed by a district. We will review all these details on August 26 in Richmond!



The Provincial Early Reading Resource team members include Rod Allen, Faye Brownlie, Randy Cranston, Maureen Dockendorf, Paige Fisher, Judy Halbert, Sharon Jeroski, Linda Kaser, Brenda Lightburn, Kristin Mimick, Nancy Perry, Trish Rosborough, Kim Schonert-Reichl, Laura Tait and Ruth Wiebe. Faye, Randy, Judy, Sharon, Linda, Brenda, Ruth, Nancy and myself will also be facilitators and will be responsible for facilitating one or two District Early Reading Learning Teams.

In addition, Brenda Lightburn (SD 75 Deputy Superintendent) has been seconded full time to the Ministry to work on this initiative as well as Early Learning.

S22

S22  
Brenda is

available for any immediate questions you may have so please feel free to email me until July 28 and then email Brenda from July 28 to August 21. Please copy us both on your emails so we can cross check our information (greatly appreciated).

Please RSVP by sending us your 3 choices of districts with #1 as your first priority.

We are really looking forward to greeting you on August 26 at the Vancouver Hilton Hotel in Richmond at 4:00 pm. If you wish to stay at the hotel, please make your booking ASAP.

With deepest gratitude for your willingness to be involved in this provincial early reading initiative. Imagine changing life chances for BC kids. WOW!!!!

take care

Maureen

PS\*\*\*\*\* Faye, Randy, Judy, Sharon, Linda, Nancy, and Ruth: please send me your choices of one or two districts based on your work schedules for next year

PS again\*\*\*\*\* any edits you find, PLEASE send them to me (including anything confusing or any questions - this is the second draft of the work schedule so please - feedback is greatly appreciated!)

**PROVINCIAL EARLY READING RESOURCE TEAM**  
**CHANGING RESULTS FOR YOUNG READERS: SEEDING SUCCESS**  
**BC PROVINCIAL INITIATIVE 2012-2013**

<b>NAME</b>	<b>EMAIL ADDRESS</b>	<b>ORGANIZATION</b>	<b>FACILITATOR</b>
1. Rod Allen	Roderick.Allen@gov.bc.ca	BC Ministry of Education	NO
2. Faye Brownlie	FayeBrownlie@shaw.ca	Contractor	YES
3. Randy Cranston	randycranston@shaw.ca	Contractor	YES
4. Maureen Dockendorf	mdockendorf@sd43.bc.ca	BC Ministry of Education	YES
5. Paige Fisher	Paige.Fisher@viu.ca	Vancouver Island University	NO
6. Judy Halbert	judy.halbert@gmail.com	Contractor	YES
7. Sharon Jeroski	sjeroski@shaw.ca	Contractor	YES
8. Linda Kaser	lkaser@telus.net	Contractor	YES
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15. Laura Tait	LTait@sd68.bc.ca	SD 68: Nanaimo-Ladysmith	NO
16. Ruth Wiebe	ruthwiebe53@gmail.com	Contractor	YES

**CHANGING RESULTS FOR YOUNG READERS SYMPOSIUM**

**AUGUST 27/28**

**RICHMOND HILTON HOTEL**

**8:30 am – 3:30 pm**

**August 27**

8:30: Traditional Welcome and Opening of the Symposium

Elder Mary Charles, Musqueam First Nation

Trish Rosborough, Maureen Dockendorf

8:40: Opening Remarks

Rod Allen

8:50: Overview: Changing Results for Young Readers Initiative

Maureen Dockendorf

9:00 – 10:00: Spiral of Inquiry

Judy Halbert, Linda Kaser

10:00 – 10:30: coffee

10:30 – 11:30: Indigenous Principles of Learning in Reading

Trish Rosborough, Laura Tait, Paige Fisher

11:30 – 12:00: Early Reading Learning Teams Case Studies

Sharon Jeroski

12:00 – 12:30: Facilitating Early Reading Learning Teams

Maureen Dockendorf

12:30 – 1:15: Lunch

1:15 - 3:00: Reading Instruction: Evidence-based Practice

Faye Brownlie

3:00 – 3:30: Early Reading Learning Team Practice!

Maureen Dockendorf

**August 28**

8:30: Opening Comments

Maureen Dockendorf

8:45 – 10:00: Self-Regulation in Reading

Deb Butler, UBC

10:00 – 10:30: Coffee

10:30 – 11:30: Social Emotional Learning in Reading

Kim Schonert-Reichl

11:30 – 12:00: Early Reading Learning Team Practice!

Maureen Dockendorf

12:45-3:00: Reading Instruction: Evidence-based Practice

Faye Brownlie and Randy Cranston

3:00: Table Discussions

3:20: Closure

Maureen Dockendorf

Not Responsive

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**From:** [Liane.Miller@gov.bc.ca](mailto:Liane.Miller@gov.bc.ca) [mailto:[Liane.Miller@gov.bc.ca](mailto:Liane.Miller@gov.bc.ca)]

**Sent:** Monday, September 17, 2012 1:19 PM

**To:** Miller, Liane EDUC:EX

**Subject:** Symposium participants

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 Kristen MacLaren  
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 Leighann Rodger  
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## MINISTRY OF EDUCATION DIRECT AWARD CONTRACT PRE-APPROVAL

Effective: September 2012

### Policy:

Deputy Minister (DM) approval is required for any proposed direct award contract of \$1,500 or greater, or contract amendment that would increase the dollar value of an existing direct award contract. Direct award or sole sourcing is the awarding of a contract for services without any form of competition.

### Scope:

This policy applies to all proposed direct award contracts (and amendments) to the private sector with the exception of the following:

- Contracts <\$25,000 issued to one contractor in accordance with the Rules of Use of a ministry Pre-Qualified Suppliers' List (QSL)
- Services available through Corporate Supply Arrangements
- Use of central government agencies (eg., Queen's Printer, BC Stats, etc.)
- An emergency where life, limb or property is at risk
- Independent and offshore school inspection services
- Transfers Under Agreement (STOB 80)
- Ministerial or statutory appointees
- Agreements with another government organization or education partner
- Agreements or MOUs with other levels of government (federal, provincial, municipal)

### Procedures:

1. Seek pre-approval in the earliest stage of project or service delivery planning, and before publishing a Notice of Intent, if applicable. If it is an existing direct award contract with a proposed amendment to increase the dollar value, seek pre-approval before proceeding with the amendment and additional work.
2. Complete the Pre-Approval Request Form provided at Pre-Approval Request Form. Submit the completed form to your SOA or ADM first. Then, if approved, have your SOA or ADMs Office upload to the DMOs Approval SharePoint site. The DM will indicate "approved" or "not approved" on the Form. Only proceed in accordance with the DM's response.
3. Retain the form for audit purposes in the branch records management file system.

### Please Note:

1. Direct awards should be avoided, other than in those situations listed above, or in exceptional situations contained in Core Policy 6.3.3.
2. It is unethical and inconsistent with policy and legal principles to verbally award a contract without pre-approval, or allow a contractor to start new or additional work without a signed contract or amendment.
3. Contracts must not be split to avoid the obligation of obtaining approvals or following contract competition policy thresholds.
4. The ministry cannot contract with a regular or auxiliary status government employee.
5. Openly compete all option-to-renew or multi-year contracts.
6. Amendments must not be used to avoid competition policy or substantially change the scope and intent of the original contract.
7. Repeat direct awards to the same contractor are not supportable. Those on a QSL should have a fair opportunity to obtain a share of available work.



MINISTRY OF EDUCATION  
DIRECT AWARD CONTRACT PRE-APPROVAL

Effective: September 2012

**Request Number:**

(optional tracking number assigned by ADM's or DM's office)

**Date:** September 26, 2012

**Category:**

- ☐ Human Resources or Labour Relations  
☐ Project Management  
☐ Subject Matter Expertise or Advice  
☐ IT Consulting

- ☐ Policy Research or Writing  
☐ Communications  
☐ Technical Support or Administrative Services  
☐ Professional Services

Other (specify): Facilitation for Change Results for Young Readers

**Submitted by:** Maureen Dockendorf

☒ **New Contract**

or ☐

**Amendment #**

**Branch/Office:** Learning Division

**Estimated \$ Value:** 122,000

**Original Contract**

**Value:**

(of contract or amendment)

(if an amendment)

**Project/Service Requirement:**

(describe the services required and provide an explanation of why you need to acquire these services)

Facilitation of meetings across the Province for Changing Results for Young Readers Project. The goal of the Changing Results for Young Readers is to increase the number of BC children who are engaged, successful readers. The initiative will use current research and an understanding of what fosters reading success.

**Proposed Contractor:** See attached list

(name)

**Timing:**

(anticipated contract or amendment start and end date)

October 15, 2012 to June 30, 2013

**Rationale for the Direct Award:**

Why is the requested contractor the only one that can meet your needs? (Provide specific, quantifiable factors and/or qualifications and explain why they are necessary).

This group of contractors have extensive experience in designing case study research, working in culturally respectful ways in Aboriginal learning communities, literacy and learner support work and in developing powerful change programs at the classroom, school, district, provincial and international levels.

What internal resources or other contractors did you consider before arriving at the conclusion that the requested contractor was the only one that met your needs?

We have utilized 11 school district staff members throughout the Province to facilitate some of the working sessions, we looked at the CSA for the Provincial Government of BC, there were no internal resources to draw from and the Ministry Qualified Suppliers only had four individuals that were qualified to work with the diverse group of individuals throughout the Province. We also required individuals located throughout the Province to cut down on travel costs for the Ministry.

Has your branch used this contractor in the past 12 months? If yes, was the contract competitively bid or direct awarded? There are two individuals on the list that the Division has used in the past 12 months which I believe were direct awards.



MINISTRY OF EDUCATION  
DIRECT AWARD CONTRACT PRE-APPROVAL

Effective: September 2012

**Impact If Not Approved:**

(What is the financial, program or other impact if this direct award or amendment is not approved and a competitive process is required?)

Without the services of these contractors, success of this initiative will be in jeopardy. Province wide coverage will be impeded. Other facilitators will not be able to cover the areas assigned to these contractors due to time constraints around the reporting and result analysis.

Approved / Not Approved by:

Approved by:

SOA/Assistant Deputy Minister

Deputy Minister

Provincial Early Reading Facilitators

Name	Fee	Expenses	Total
Randy Cranston	\$16,600.00	\$8,000.00	\$24,600.00
Halbert & Kaser Leadership Consultants Ltd	\$25,000.00	\$0.00	\$25,000.00
Joanne Holme	\$7,000.00	\$2,000.00	\$9,000.00
Horizon Research and Evaluation/Sharon Jeroski	\$25,000.00	\$0.00	\$25,000.00
Peny Ketola	\$10,000.00	\$0.00	\$10,000.00
Judith King	\$10,400.00	\$0.00	\$10,400.00
Fiona Morrison	\$10,000.00	\$0.00	\$10,000.00
Nancy Perry	\$5,000.00	\$0.00	\$5,000.00
Elizabeth Wilson	\$10,000.00	\$0.00	\$10,000.00
Bev Kreiger	\$8,000.00	\$0.00	\$8,000.00
	\$127,000.00	\$10,000.00	\$137,000.00



# GENERAL SERVICE AGREEMENT

CONTRACT NO C13/2551

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THIS AGREEMENT is dated for reference the 1<sup>st</sup> day of October, 2012.

BETWEEN:

Randy Cranston (the "Contractor") with the following specified address and fax number:

S22

randycranston@shaw.ca

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Ministry of Education (the "Province") with the following specified address and fax number:

Maureen Dockendorf  
PO Box 9160 Stn Prov Govt  
Victoria BC V8W 9H3

Phone: 604 868-4364  
Maureen.Dockendorf@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

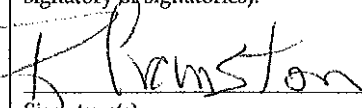
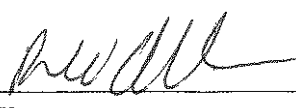
14.1 In this Agreement:

- (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>12</u> day of <u>October</u>, 20<u>12</u> 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>Randy Cranston</u></p> <p>Print Name(s)</p> <p><u>Consultant</u></p> <p>Print Title(s)</p>	<p>SIGNED on the <u>17<sup>th</sup></u> day of <u>October</u>, 20<u>12</u> on behalf of the Province by its duly authorized representative:</p> <p></p> <p>Signature</p> <p><u>Rod Allen</u></p> <p>Print Name</p> <p><u>ADM Learning Division</u></p> <p>Print Title</p>
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## Schedule A – Services

### PART 1. TERM:

1. The term of this Agreement commences on October 1, 2012 and ends on June 30, 2013.

### PART 2. SERVICES:

The Changing Results for Young Readers initiative is to increase the number of BC children who are engaged, successful readers. The initiative will use current research and an understanding of what fosters reading success.

#### Outputs

The Contractor must attend the following Ministry hosted sessions as a member of the Provincial Early Reading Resource Team:

October 29, 2012	Meeting in Vancouver - Network session with Early Reading Facilitators and review of Early Reading Learning Teams processes and data collection;
January 18, 2013	Meeting in Richmond - Network session with Early Reading Facilitators; Early Reading Advocates;
March 1, 2013	Meeting in Richmond - Network session with Early Reading Facilitators; Early Reading Advocates;
June 3, 2013	Meeting in Vancouver - Network session with Early Reading Facilitators (data submission);
June 14, 2013	Meeting in Vancouver – Analysis data and review results.

The contractor must also host and facilitate Early Reading sessions between October 2012 and May 2013, with the School District Early Reading Learning Teams. The District Early Reading Learning Teams maybe composed of, *classroom teachers, resource teachers/support staff, Principals and Vice-Principals* These sessions must have a minimum of 6 and a maximum of 12 participants per session.

#### Inputs

The Contractor must:

- provide resource support to the Early Reading Facilitators and Early Reading Advocates in specific research areas which include self-regulation, social/emotional learning, cultural-community connections, engagement, partnering with families, evidence based literacy practices, and assistive technology
- assist with design of the Early Reading Framework
- lead the learning at the Early Reading Symposium in August
- lead the learning at various focused Early Reading Regional Network sessions
- review and respond to project results
- advocate for the project
- collaborate to present project results in various contexts

#### 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:

- Increase the number of engaged, successful young readers in British Columbia (K – 3);
- Increase the number of young readers who acquire skills to be proficient readers and experience the joy of reading;
- Elevate the conversation around reading and evidence-based practice: generate and mobilize knowledge together throughout the system;
- Build on existing strengths and educators' expertise in districts;
- Extend the opportunities for educators to collaborate and implement effective principles of literacy learning and teaching;

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

#### Reporting requirements

Contractor must present all data collected through session held prior to the meeting dates below. The final two meetings will be for submitting final results, reviewing results and to analysis data collected.

October 29, 2012	Meeting in Vancouver - Network session with Early Reading Facilitators and review of Early Reading Learning Teams processes and data collection;
January 18, 2013	Meeting in Richmond - Network session with Early Reading Facilitators; Early Reading Advocates;
March 1, 2013	Meeting in Richmond - Network session with Early Reading Facilitators; Early Reading Advocates;
June 3, 2013	Meeting in Vancouver - Network session with Early Reading Facilitators for data submission of all results collected from the District Early Reading sessions;
June 14, 2013	Meeting in Vancouver – Analysis data and review results from the District Early Reading Sessions.

PART 3. RELATED DOCUMENTATION: Not applicable

PART 4. KEY PERSONNEL: Not applicable

## Schedule B – Fees and Expenses

### 1. MAXIMUM AMOUNT PAYABLE:

**Maximum Amount:** Despite sections 2 and 3 of this Schedule, \$24,600 is the maximum amount which the Province is obliged to pay to the Contractor for fees (exclusive of applicable taxes) and expenses under this Agreement.

### 2. FEES:

#### Flat Rate

**Fees:** \$ 1,000 per meeting/session, (full day is considered any meeting or session last more than 4 hours), this includes preparation time, for performing the Services during the Term.

### 3. EXPENSES:

#### Expenses:

- a. travel, accommodation and meal expenses for travel greater than 32 kilometers away from RR#1 Site 10C Comp 29, Kaleden BC, on the same basis as the Province pays its Group I employees when they are on travel status; and
- b. the Contractor's actual long distance telephone, fax, postage and other identifiable communication expenses;

### 4. STATEMENTS OF ACCOUNT:

**Statements of Account:** In order to obtain payment of any fees and expenses under this Agreement, the Contractor must deliver to the Province at the end of the Term or, if the Contractor completes the Services before that time, on the completion of the Services, 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;
- (c) the Contractor's calculation of all fees claimed under this Agreement, including a declaration that the Services for which the Contractor claims fees have been completed;
- (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor with receipts attached, if applicable;
- (e) the Contractor's calculation of all applicable taxes payable by the Province in relation to the Services;
- (f) a description of this Agreement to which the statement relates;
- (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 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.

### 6. HARMONIZED SALES TAX:

Within 30 days of our receipt and approval of your written statement of account, we will pay you the fees (plus any applicable taxes) and expenses claimed in the statement, if they are in accordance with this Schedule. Statements of account offering an early payment discount may be paid by us 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 obligations 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 \$2,000,000.00 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;
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 to the Province 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. The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the Contractor's sole discretion.



**Schedule E – Privacy Protection Schedule**

- Not applicable

**Schedule F – Additional Terms**

Not applicable

**Schedule G – Security Schedule**

Not applicable



# GENERAL SERVICE AGREEMENT

CONTRACT NO C13/2554

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THIS AGREEMENT is dated for reference the 1st day of October, 2012.

BETWEEN:

Horizon Research and Evaluation (the "Contractor") with the following specified address and fax number:  
2192 East Kent Ave S  
Vancouver BC V5P 4X2

sjeroski@shaw.ca

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Ministry of Education (the "Province") with the following specified address and fax number:

Maureen Dockendorf  
PO Box 9160 Stn Prov Govt  
Victoria BC V8W 9H3

Phone: 604 868-4364  
Maureen.Dockendorf@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

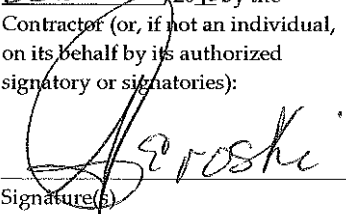

14.1 In this Agreement:

- (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>12</u> day of <u>October</u>, 20<u>14</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>Sharon Jeroski</u> Print Name(s)</p> <p><u>director</u> Print Title(s)</p>	<p>SIGNED on the ____ day of _____, 20__ on behalf of the Province by its duly authorized representative:</p> <p> Signature</p> <p><u>Rod Allen</u> Print Name</p> <p><u>ADM Learning Division</u> Print Title</p>
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*For Horizon Research & Evaluation Inc*



## Schedule A – Services

### PART 1. TERM:

1. The term of this Agreement commences on October 1, 2012 and ends on June 30, 2013.

### PART 2. SERVICES:

The Changing Results for Young Readers initiative is to increase the number of BC children who are engaged, successful readers. The initiative will use current research and an understanding of what fosters reading success.

#### Outputs

The Contractor must attend the following Ministry hosted sessions as a member of the Provincial Early Reading Resource Team:

October 29, 2012	Meeting in Vancouver - Network session with Early Reading Facilitators and review of Early Reading Learning Teams processes and data collection;
January 18, 2013	Meeting in Richmond - Network session with Early Reading Facilitators; Early Reading Advocates;
March 1, 2013	Meeting in Richmond - Network session with Early Reading Facilitators; Early Reading Advocates;
June 3, 2013	Meeting in Vancouver - Network session with Early Reading Facilitators (data submission);
June 14, 2013	Meeting in Vancouver – Analysis data and review results.

The contractor must also host and facilitate Early Reading sessions between October 2012 and May 2013, with the School District Early Reading Learning Teams. The District Early Reading Learning Teams maybe composed of, *classroom teachers, resource teachers/support staff, Principals and Vice-Principals*. These sessions must have a minimum of 6 and a maximum of 12 participants per session.

#### Inputs

The Contractor must:

- provide resource support to the Early Reading Facilitators and Early Reading Advocates in specific research areas which include self-regulation, social/emotional learning, cultural-community connections, engagement, partnering with families, evidence based literacy practices, and assistive technology
- assist with design of the Early Reading Framework
- lead the learning at the Early Reading Symposium in August
- lead the learning at various focused Early Reading Regional Network sessions
- review and respond to project results
- advocate for the project
- collaborate to present project results in various contexts

#### 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:

- Increase the number of engaged, successful young readers in British Columbia (K – 3);
- Increase the number of young readers who acquire skills to be proficient readers and experience the joy of reading;
- Elevate the conversation around reading and evidence-based practice: generate and mobilize knowledge together throughout the system;
- Build on existing strengths and educators' expertise in districts;
- Extend the opportunities for educators to collaborate and implement effective principles of literacy learning and teaching;

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

#### Reporting requirements

Contractor must present all data collected through session held prior to the meeting dates below. The final two meetings will be for submitting final results, reviewing results and to analysis data collected.

October 29, 2012	Meeting in Vancouver - Network session with Early Reading Facilitators and review of Early Reading Learning Teams processes and data collection;
January 18, 2013	Meeting in Richmond - Network session with Early Reading Facilitators; Early Reading Advocates;
March 1, 2013	Meeting in Richmond - Network session with Early Reading Facilitators; Early Reading Advocates;
June 3, 2013	Meeting in Vancouver - Network session with Early Reading Facilitators for data submission of all results collected from the District Early Reading sessions;
June 14, 2013	Meeting in Vancouver – Analysis data and review results from the District Early Reading Sessions.

PART 3. RELATED DOCUMENTATION: Not applicable

PART 4. KEY PERSONNEL: Not applicable

## Schedule B – Fees and Expenses

### 1. MAXIMUM AMOUNT PAYABLE:

**Maximum Amount:** Despite sections 2 and 3 of this Schedule, \$25,000 is the maximum amount which the Province is obliged to pay to the Contractor for fees (exclusive of applicable taxes) and expenses under this Agreement.

### 2. FEES:

#### Flat Rate

**Fees:** \$ 1,000 per full day meeting/session (full day is considered any meeting or session last more than 4 hours), this includes preparation time, for performing the Services during the Term.

### 3. EXPENSES:

#### Expenses:

- a. travel, accommodation and meal expenses for travel greater than 32 kilometers away from 2192 East Kent Ave S, Vancouver BC, on the same basis as the Province pays its Group I employees when they are on travel status; and
- b. the Contractor's actual long distance telephone, fax, postage and other identifiable communication expenses;

### 4. STATEMENTS OF ACCOUNT:

**Statements of Account:** In order to obtain payment of any fees and expenses under this Agreement, the Contractor must deliver to the Province at the end of the Term or, if the Contractor completes the Services before that time, on the completion of the Services, 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;
- (c) the Contractor's calculation of all fees claimed under this Agreement, including a declaration that the Services for which the Contractor claims fees have been completed;
- (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor with receipts attached, if applicable;
- (e) the Contractor's calculation of all applicable taxes payable by the Province in relation to the Services;
- (f) a description of this Agreement to which the statement relates;
- (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 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.

### 6. HARMONIZED SALES TAX:

Within 30 days of our receipt and approval of your written statement of account, we will pay you the fees (plus any applicable taxes) and expenses claimed in the statement, if they are in accordance with this Schedule. Statements of account offering an early payment discount may be paid by us 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 obligations 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 \$2,000,000.00 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;
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 to the Province 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. The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the Contractor's sole discretion.

**Schedule E – Privacy Protection Schedule**

- Not applicable

**Schedule F – Additional Terms**

Not applicable

**Schedule G – Security Schedule**

Not applicable



# GENERAL SERVICE AGREEMENT

CONTRACT NO C13/2555

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THIS AGREEMENT is dated for reference the 1<sup>st</sup> day of October, 2012.

BETWEEN:

Penny Ketola (the "Contractor") with the following specified address and fax number:

S22

pketola@shaw.ca

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Ministry of Education (the "Province") with the following specified address and fax number:

Maureen Dockendorf  
PO Box 9160 Stn Prov Govt  
Victoria BC V8W 9H3

Phone: 604 868-4364  
Maureen.Dockendorf@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>17</u> day of <u>Oct</u>, 20<u>12</u> by the province  <del>Contractor (or, if not an individual,</del>  on its behalf by its authorized  signatory or signatories):  Authorized Representative.  <u>[Signature]</u>  _____  Signature(s)  <u>Red Allen</u>  _____  Print Name(s)  <u>Oct 17, 2012.</u>  _____  Print Title(s)  <u>ADM Learning Division</u></p>	<p>SIGNED on the <u>15</u> day of <u>October</u>, 20<u>12</u> on behalf of the Province <u>Contractor</u>  by its duly authorized representative:  <u>[Signature]</u>  _____  Signature  <u>PENNY KETOLA</u>  _____  Print Name  <u>FACILITATOR</u>  _____  Print Title</p>
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## Schedule A – Services

### PART 1. TERM:

1. The term of this Agreement commences on October 1, 2012 and ends on June 30, 2013.

### PART 2. SERVICES:

The Changing Results for Young Readers initiative is to increase the number of BC children who are engaged, successful readers. The initiative will use current research and an understanding of what fosters reading success.

#### Outputs

The Contractor must attend the following Ministry hosted sessions as a member of the Provincial Early Reading Resource Team:

October 29, 2012	Meeting in Vancouver - Network session with Early Reading Facilitators and review of Early Reading Learning Teams processes and data collection;
January 18, 2013	Meeting in Richmond - Network session with Early Reading Facilitators; Early Reading Advocates;
March 1, 2013	Meeting in Richmond - Network session with Early Reading Facilitators; Early Reading Advocates;
June 3, 2013	Meeting in Vancouver - Network session with Early Reading Facilitators (data submission);
June 14, 2013	Meeting in Vancouver – Analysis data and review results.

The contractor must also host and facilitate Early Reading sessions between October 2012 and May 2013, with the School District Early Reading Learning Teams. The District Early Reading Learning Teams may be composed of, *classroom teachers, resource teachers/support staff, Principals and Vice-Principals*. These sessions must have a minimum of 6 and a maximum of 12 participants per session.

#### Inputs

The Contractor must:

- assist with design of the Early Reading Framework
- lead the learning at various focused Early Reading Regional Network sessions
- review and respond to project results
- advocate for the project

#### 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:

- Increase the number of engaged, successful young readers in British Columbia (K – 3);
- Increase the number of young readers who acquire skills to be proficient readers and experience the joy of reading;
- Elevate the conversation around reading and evidence-based practice: generate and mobilize knowledge together throughout the system;
- Build on existing strengths and educators' expertise in districts;
- Extend the opportunities for educators to collaborate and implement effective principles of literacy learning and teaching;

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

#### Reporting requirements

October 29, 2012	Meeting in Vancouver - Network session with Early Reading Facilitators and review of Early Reading Learning Teams processes and data collection;
January 18, 2013	Meeting in Richmond - Network session with Early Reading Facilitators; Early Reading Advocates;
March 1, 2013	Meeting in Richmond - Network session with Early Reading Facilitators; Early Reading Advocates;
June 3, 2013	Meeting in Vancouver - Network session with Early Reading Facilitators for data submission of all results collected from the District Early Reading sessions;
June 14, 2013	Meeting in Vancouver – Analysis data and review results from the District Early Reading Sessions.

PART 3. RELATED DOCUMENTATION: Not applicable

PART 4. KEY PERSONNEL: Not applicable

## Schedule B -- Fees and Expenses

### 1. MAXIMUM AMOUNT PAYABLE:

**Maximum Amount:** Despite sections 2 and 3 of this Schedule, \$10,000 is the maximum amount which the Province is obliged to pay to the Contractor for fees (exclusive of applicable taxes) and expenses under this Agreement.

### 2. FEES:

Flat Rate

**Fees:** \$ 400 per meeting and \$800 per full day session held, (full day is considered any meeting or session last more than 4 hours) this includes preparation time, for performing the Services during the Term.

### 3. EXPENSES:

Expenses:

N/A

### 4. STATEMENTS OF ACCOUNT:

**Statements of Account:** In order to obtain payment of any fees and expenses under this Agreement, the Contractor must deliver to the Province at the end of the Term or, if the Contractor completes the Services before that time, on the completion of the Services, 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;
- (c) the Contractor's calculation of all fees claimed under this Agreement, including a declaration that the Services for which the Contractor claims fees have been completed;
- (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor with receipts attached, if applicable;
- (e) the Contractor's calculation of all applicable taxes payable by the Province in relation to the Services;
- (f) a description of this Agreement to which the statement relates;
- (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 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.

### 6. HARMONIZED SALES TAX:

Within 30 days of our receipt and approval of your written statement of account, we will pay you the fees (plus any applicable taxes) and expenses claimed in the statement, if they are in accordance with this Schedule. Statements of account offering an early payment discount may be paid by us 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 obligations 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 \$2,000,000.00 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;
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 to the Province 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. The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the Contractor's sole discretion.



**Schedule E – Privacy Protection Schedule**

- Not applicable

**Schedule F – Additional Terms**

Not applicable

**Schedule G – Security Schedule**

Not applicable



# GENERAL SERVICE AGREEMENT

CONTRACT NO C13/2557

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THIS AGREEMENT is dated for reference the 1<sup>st</sup> day of October, 2012.

BETWEEN:

Fiona Morrison (the "Contractor") with the following specified address and fax number:

S22

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Ministry of Education (the "Province") with the following specified address and fax number:

Maureen Dockendorf  
PO Box 9160 Stn Prov Govt  
Victoria BC V8W 9H3

Phone: 604 868-4364

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 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 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 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 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>13</u> day of <u>October</u>, 20<u>12</u> by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):</p> <p><u>Fiona C. Morrison</u></p> <p>Signature(s)</p> <p><u>FIONA MORRISON</u></p> <p>Print Name(s)</p> <p><u>Provincial Facilitator</u></p> <p>Print Title(s)</p>	<p>SIGNED on the ____ day of _____, 20__ on behalf of the Province by its duly authorized representative:</p> <p><u>[Signature]</u></p> <p>Signature</p> <p>_____ Print Name</p> <p>_____ Print Title</p>
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## Schedule A - Services

### PART 1. TERM:

1. The term of this Agreement commences on October 1, 2012 and ends on June 30, 2013.

### PART 2. SERVICES:

The Changing Results for Young Readers initiative is to increase the number of BC children who are engaged, successful readers. The initiative will use current research and an understanding of what fosters reading success.

#### Outputs

The Contractor must attend the following Ministry hosted sessions as a member of the Provincial Early Reading Resource Team:

October 29, 2012	Meeting in Vancouver - Network session with Early Reading Facilitators and review of Early Reading Learning Teams processes and data collection;
January 18, 2013	Meeting in Richmond - Network session with Early Reading Facilitators; Early Reading Advocates;
March 1, 2013	Meeting in Richmond - Network session with Early Reading Facilitators; Early Reading Advocates;
June 3, 2013	Meeting in Vancouver - Network session with Early Reading Facilitators (data submission);
June 14, 2013	Meeting in Vancouver - Analysis data and review results.

The contractor must also host and facilitate Early Reading sessions between October 2012 and May 2013, with the School District Early Reading Learning Teams. The District Early Reading Learning Teams may be composed of, *classroom teachers, resource teachers/support staff, Principals and Vice-Principals*. These sessions must have a minimum of 6 and a maximum of 12 participants per session.

#### Inputs

The Contractor must:

- assist with design of the Early Reading Framework
- lead the learning at various focused Early Reading Regional Network sessions
- review and respond to project results
- advocate for the project

#### 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:

- Increase the number of engaged, successful young readers in British Columbia (K - 3);
- Increase the number of young readers who acquire skills to be proficient readers and experience the joy of reading;
- Elevate the conversation around reading and evidence-based practice: generate and mobilize knowledge together throughout the system;
- Build on existing strengths and educators' expertise in districts;
- Extend the opportunities for educators to collaborate and implement effective principles of literacy learning and teaching;

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

#### Reporting requirements

October 29, 2012	Meeting in Vancouver - Network session with Early Reading Facilitators and review of Early Reading Learning Teams processes and data collection;
January 18, 2013	Meeting in Richmond - Network session with Early Reading Facilitators; Early Reading Advocates;
March 1, 2013	Meeting in Richmond - Network session with Early Reading Facilitators; Early Reading Advocates;
June 3, 2013	Meeting in Vancouver - Network session with Early Reading Facilitators for data submission of all results collected from the District Early Reading sessions;
June 14, 2013	Meeting in Vancouver - Analysis data and review results from the District Early Reading Sessions.

PART 3. RELATED DOCUMENTATION: Not applicable

PART 4. KEY PERSONNEL: Not applicable



## Schedule B – Fees and Expenses

### 1. MAXIMUM AMOUNT PAYABLE:

Maximum Amount: Despite sections 2 and 3 of this Schedule, **\$10,000** is the maximum amount which the Province is obliged to pay to the Contractor for fees (exclusive of applicable taxes) and expenses under this Agreement.

### 2. FEES:

Flat Rate

Fees: \$ 400 per meeting and \$800 per full day session held, (full day is considered any meeting or session last more than 4 hours) this includes preparation time, for performing the Services during the Term.

### 3. EXPENSES:

Expenses:

N/A

### 4. STATEMENTS OF ACCOUNT:

Statements of Account: In order to obtain payment of any fees and expenses under this Agreement, the Contractor must deliver to the Province at the end of the Term or, if the Contractor completes the Services before that time, on the completion of the Services, 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;
- (c) the Contractor's calculation of all fees claimed under this Agreement, including a declaration that the Services for which the Contractor claims fees have been completed;
- (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor with receipts attached, if applicable;
- (e) the Contractor's calculation of all applicable taxes payable by the Province in relation to the Services;
- (f) a description of this Agreement to which the statement relates;
- (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 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.

### 6. HARMONIZED SALES TAX:

Within 30 days of our receipt and approval of your written statement of account, we will pay you the fees (plus any applicable taxes) and expenses claimed in the statement, if they are in accordance with this Schedule. Statements of account offering an early payment discount may be paid by us 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 obligations 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 \$2,000,000.00 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;
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 to the Province 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. The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the Contractor's sole discretion.

**Schedule E – Privacy Protection Schedule**

- Not applicable

**Schedule F – Additional Terms**

Not applicable

**Schedule G – Security Schedule**

Not applicable



# GENERAL SERVICE AGREEMENT

CONTRACT NO C13/2559

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THIS AGREEMENT is dated for reference the 1st day of October, 2012.

BETWEEN:

Ruth Wiebe (the "Contractor") with the following specified address and fax number:

PO Box 2195  
Sun Peaks BC V0E 5N0

ruthwiebe53@gmail.com

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Ministry of Education (the "Province") with the following specified address and fax number:

Maureen Dockendorf  
PO Box 9160 Stn Prov Govt  
Victoria BC V8W 9H3

Phone: 604 868-4364  
Maureen.Dockendorf@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 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 from the Province or any of its agencies in order to provide the Services. Nothing in this Agreement is to be construed as interfering in any manner, the exercise by the Province or its agencies of any statutory, prerogative, executive or legislative power or

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 validity of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired and will be 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 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

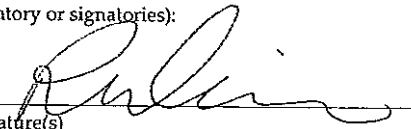
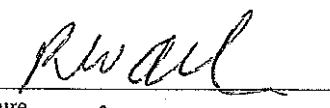
##### 14.1 In this Agreement:

- (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 it is 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 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 the 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>12</u> day of <u>October</u>, 20<u>12</u> 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>Ruth Wiebe</u></p> <p>Print Name(s)</p> <p>_____</p> <p>Print Title(s)</p> <p>_____</p>	<p>SIGNED on the <u>17</u> day of <u>Oct</u>, 20<u>12</u> on behalf of the Province by its duly authorized representative:</p> <p></p> <p>Signature</p> <p><u>Rod Allen</u></p> <p>Print Name</p> <p><u>Oct 17, 2012</u></p> <p>Print Title</p> <p><u>ADM Learning Division</u></p>
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## Schedule A – Services

### PART 1. TERM:

1. The term of this Agreement commences on October 1, 2012 and ends on June 30, 2013.

### PART 2. SERVICES:

The Changing Results for Young Readers initiative is to increase the number of BC children who are engaged, successful readers. The initiative will use current research and an understanding of what fosters reading success.

#### Outputs

The Contractor must attend the following Ministry hosted sessions as a member of the Provincial Early Reading Resource Team:

October 29, 2012	Meeting in Vancouver - Network session with Early Reading Facilitators and review of Early Reading Learning Teams processes and data collection;
January 18, 2013	Meeting in Richmond - Network session with Early Reading Facilitators; Early Reading Advocates;
March 1, 2013	Meeting in Richmond - Network session with Early Reading Facilitators; Early Reading Advocates;
June 3, 2013	Meeting in Vancouver - Network session with Early Reading Facilitators (data submission);
June 14, 2013	Meeting in Vancouver – Analysis data and review results.

The contractor must also host and facilitate Early Reading sessions between October 2012 and May 2013, with the School District Early Reading Learning Teams. The District Early Reading Learning Teams may be composed of, *classroom teachers, resource teachers/support staff, Principals and Vice-Principals*. These sessions must have a minimum of 6 and a maximum of 12 participants per session.

#### Inputs

The Contractor must:

- provide resource support to the Early Reading Facilitators and Early Reading Advocates in specific research areas which include self-regulation, social/emotional learning, cultural-community connections, engagement, partnering with families, evidence based literacy practices, and assistive technology
- assist with design of the Early Reading Framework
- lead the learning at the Early Reading Symposium in August
- lead the learning at various focused Early Reading Regional Network sessions
- review and respond to project results
- advocate for the project
- collaborate to present project results in various contexts

#### 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:

- Increase the number of engaged, successful young readers in British Columbia (K – 3);
- Increase the number of young readers who acquire skills to be proficient readers and experience the joy of reading;
- Elevate the conversation around reading and evidence-based practice: generate and mobilize knowledge together throughout the system;
- Build on existing strengths and educators' expertise in districts;
- Extend the opportunities for educators to collaborate and implement effective principles of literacy learning and teaching;

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

#### Reporting requirements

Contractor must present all data collected through session held prior to the meeting dates below. The final two meetings will be for submitting final results, reviewing results and to analysis data collected.

October 29, 2012	Meeting in Vancouver - Network session with Early Reading Facilitators and review of Early Reading Learning Teams processes and data collection;
January 18, 2013	Meeting in Richmond - Network session with Early Reading Facilitators; Early Reading Advocates;
March 1, 2013	Meeting in Richmond - Network session with Early Reading Facilitators; Early Reading Advocates;
June 3, 2013	Meeting in Vancouver - Network session with Early Reading Facilitators for data submission of all results collected from the District Early Reading sessions;
June 14, 2013	Meeting in Vancouver – Analysis data and review results from the District Early Reading Sessions.

PART 3. RELATED DOCUMENTATION: Not applicable

PART 4. KEY PERSONNEL: Not applicable

## Schedule B – Fees and Expenses

### 1. MAXIMUM AMOUNT PAYABLE:

**Maximum Amount:** Despite sections 2 and 3 of this Schedule, \$15,000 is the maximum amount which the Province is obliged to pay to the Contractor for fees (exclusive of applicable taxes) and expenses under this Agreement.

### 2. FEES:

**Flat Rate**

**Fees:** \$ 1,000 per meeting/session, (full day is considered any meeting or session last more than 4 hours), this includes preparation time, for performing the Services during the Term.

### 3. EXPENSES:

**Expenses:**

- a. travel, accommodation and meal expenses for travel greater than 32 kilometers away from place of residence , on the same basis as the Province pays its Group I employees when they are on travel status; and;
- b. the Contractor's actual long distance telephone, fax, postage and other identifiable communication expenses;

### 4. STATEMENTS OF ACCOUNT:

**Statements of Account:** In order to obtain payment of any fees and expenses under this Agreement, the Contractor must deliver to the Province at the end of the Term or, if the Contractor completes the Services before that time, on the completion of the Services, 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;
- (c) the Contractor's calculation of all fees claimed under this Agreement, including a declaration that the Services for which the Contractor claims fees have been completed;
- (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor with receipts attached, if applicable;
- (e) the Contractor's calculation of all applicable taxes payable by the Province in relation to the Services;
- (f) a description of this Agreement to which the statement relates;
- (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 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.

### 6. HARMONIZED SALES TAX:

Within 30 days of our receipt and approval of your written statement of account, we will pay you the fees (plus any applicable taxes) and expenses claimed in the statement, if they are in accordance with this Schedule. Statements of account offering an early payment discount may be paid by us 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 obligations 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 \$2,000,000.00 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;
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 to the Province 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. The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the Contractor's sole discretion.

**Schedule E – Privacy Protection Schedule**

- Not applicable

**Schedule F – Additional Terms**

Not applicable

**Schedule G – Security Schedule**

Not applicable

Provincial Early Reading Facilitators

	Name	Address	City/Prov/Postal	Fiscal 12/13	
	Kim Boettcher	P.O. Box 420	Charlie Lake, BC V0C 1H0	\$ 2,000.00	
F/RT	Faye Brownlie			\$ 19,000.00	Waiting for signed copy
F/RT	Randy Cranston	S22	S22	\$ 18,600.00	Contract attached
	Bev Craig			\$ 1,500.00	
	Michelle Miller-Gauthier	PO Box 1610	Vanderhoof BC V0J 3A0	\$ 1,500.00	
F/RT	Halbert & Kaser Leadership Consultants Ltd	S22	S22	\$ 19,000.00	Waiting for signed copy
	Joanne Holme			\$ 5,500.00	
	Andrea Hunter			\$ 3,000.00	
F/RT	Horizon Research and Evaluation	2192 East Kent Ave S	Vancouver BC V5P 4X2	\$ 19,000.00	Contract attached
	Sylvie Karnesti			\$ 2,500.00	
	Penny Ketola			\$ 8,000.00	Contract attached
	Judith King			\$ 10,400.00	Waiting for signed copy
	Jillian Lewis			\$ 2,000.00	
	Barbara McBride			\$ 2,000.00	
	Fiona Morrison			\$ 8,000.00	Contract attached
F/RT	Nancy Perry	Dept. of Educational & Counselling Psychology, and Special Education	University of British Columbia, 2125 Main Mall, Vancouver, BC, Canada V6T 1Z4	\$ 4,000.00	Waiting for signed copy
	Debbie Leighton-Stephens			\$ 6,500.00	
	Terry Taylor	S22	S22	\$ 6,000.00	
	Lynne Tomlinson			\$ 3,000.00	
	Carol Walters			\$ 6,500.00	
F/RT	Ruth Wiebe	PO Box 2195	Sun Peaks BC V0E 5N0	\$ 10,000.00	Contract attached
	Elizabeth Wilson	S22	S22	\$ 8,000.00	Waiting for signed copy
	Bev Kreiger			\$ 6,000.00	Waiting for signed copy
				\$ 172,000.00	



## Bolton, Elda M EDUC:EX

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**From:** Walker, Kim EDUC:EX  
**Sent:** Monday, October 1, 2012 1:56 PM  
**To:** 'ruthwiebe53@gmail.com'  
**Subject:** Changing Results for Young Readers  
**Attachments:** Ruth Wiebe.docx

Attached is a letter you can show to vendors while you are on travel status for the Provincial Government of British Columbia. Also attached is a rate sheet to assist when claiming expense while on travel status. If you select a hotel that is not on the approved accommodation list <http://csa.pss.gov.bc.ca/businesstravel/>, ensure that the hotel you select is not above the rates listed on the back of the rate sheet. The Ministry is only able to reimburse you for these rates and anything above these rates is your responsibility to pay. Note these rates are before taxes rates and you will be reimbursed including taxes.

*Kim Walker*  
Ministry of Education  
Financial Analyst  
Telephone: (778) 679-4032  
E-mail: [Kim.walker@gov.bc.ca](mailto:Kim.walker@gov.bc.ca)

## BC's EDUCATION PLAN

ON THE WEB: [WWW.BCEDPLAN.CA](http://WWW.BCEDPLAN.CA)  
ON TWITTER: @BCEDPLAN



MINISTRY OF EDUCATION  
LETTER OF INTRODUCTION

***Date: October 1, 2012***

To: All Government Vendors

This letter is to introduce and inform all authorized Province of British Columbia travel industry suppliers that \_\_\_\_\_, is a contractor to the Ministry of Education, ***Learning Division***.

The Contractor is permitted access to provincial government rates allowed all regular government employees for the term of the contract which is from: **October 1, 2012 to: June 30, 2013** while on government business only.

Vehicle rental agencies should note that all conditions of the provincial government contract apply with the exception of Personal Injury Insurance (PII or PAI) and Collision or Loss Damage Waivers (CDW or LDW). Purchase of this coverage is at the discretion of the contractor and is not a reimbursable cost.

Should you require verification of this letter please contact ***Kim Walker at 778-679-4032***.

***Maureen Dockendorf***  
***Superintendent of Reading***  
***Learning Division***

## **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 tax 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 as follows:

#### **a) GROUP 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	

### **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.
- 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](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 can be claimed if supported by a receipt.

Bridge/highway tolls and airport improvement fees can be claimed without 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	160	160	160	160	160	140	140	140
Burnaby	110	110	115	115	125	125	125	125	125	110	110	110
Coquitlam/Port Coquitlam	110	110	110	120	125	125	130	130	130	130	110	110
Delta	100	100	100	105	120	120	120	120	120	100	100	100
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	100	100	100	100	120	120	120	120	120	100	100	100
Richmond	135	135	135	135	160	165	165	165	165	150	140	135
Surrey	95	95	95	95	100	100	100	100	100	95	95	95
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	115	115	115	115	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	125	125	115	105	100	100
Nanaimo	95	95	100	100	110	115	115	115	110	100	100	100
Nelson	90	90	90	90	90	100	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	100	100	100	100	100	100	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.

Not Responsive

-----Original Message-----

From: Dockendorf, Maureen [<mailto:MDockendorf@sd43.bc.ca>]  
Sent: Monday, October 22, 2012 5:16 AM  
To: [seaspeakers@gmail.com](mailto:seaspeakers@gmail.com); [mfanshaw@sd57.bc.ca](mailto:mfanshaw@sd57.bc.ca); [Janine.fraser@sd51.bc.ca](mailto:Janine.fraser@sd51.bc.ca); [shay@sd81.bc.ca](mailto:shay@sd81.bc.ca); [cjohns@bctf.ca](mailto:cjohns@bctf.ca); [jneden@bctf.ca](mailto:jneden@bctf.ca); [dwale16@hotmail.com](mailto:dwale16@hotmail.com)  
Cc: Walker, Kim EDUC:EX; Allen, Roderick EDUC:EX; Rosborough, Trish EDUC:EX; [hugh.gloster@sd23.bc.ca](mailto:hugh.gloster@sd23.bc.ca); [bpepper@sd57.bc.ca](mailto:bpepper@sd57.bc.ca); [michael.strukoff@sd51.bc.ca](mailto:michael.strukoff@sd51.bc.ca); [dsamchuck@sd81.bc.ca](mailto:dsamchuck@sd81.bc.ca); [scardwell@vsb.bc.ca](mailto:scardwell@vsb.bc.ca); [bendina.miller@sd5.bc.ca](mailto:bendina.miller@sd5.bc.ca); [dhutchinson@sd68.bc.ca](mailto:dhutchinson@sd68.bc.ca); [Achapman@bctf.ca](mailto:Achapman@bctf.ca)  
Subject: BCTF Representatives appointed to the CR4YR Initiative  
Importance: High

Good morning Mary, Marie, Janine, Susan, Carol, Janice and Daphne,

Welcome to the Changing Results for Young Readers Initiative (CR4YR)! As you know, you have been appointed by the BCTF to be member of the Provincial Early Reading Resource Team for the Ministry's Changing Results for Young Readers. Please find details of the CR4YR Initiative at [www.changingresultsforyoungreaders.ca](http://www.changingresultsforyoungreaders.ca) website. Attached is the CR4YR framework to provide you with background knowledge to the provincial work that just began this fall. We would like to invite you to our next meeting on Monday, October 29. We fully understand this is short notice as you have just been appointed.

The Ministry of Education (Kim Walker) will send leave of absence requests to your districts this week. I am copying your District Superintendents so they are aware that you have been selected by the BCTF to be the BCTF representatives on the CR4YR Initiative.

Please arrange your own hotel and air flights, pay your expenses, and then submit a Ministry expense voucher for reimbursement (I will distribute the Ministry expense vouchers on October 29). If you have any questions about bookings or expenses, please contact Anita Chapman at BCTF. For your information, the Holiday Inn on Broadway is within walking distance to the BCTF.

We sincerely hope you are able to attend the meeting. Would you kindly RSVP directly to me so I know if you are able to join us on October 29. Any questions? Please send them to me!  
best regards  
Maureen Dockendorf

Here are the details I have sent the CR4YR Resource Team and Provincial Facilitators:

LOCATION FOR THE OCTOBER 29 MEETING: BCTF, 100-550 WEST 6TH AVENUE, VANCOUVER  
The Early Reading Resource Team is looking forward to coming together with Provincial Early Reading Facilitators on Monday October 29, from 8:30 to 3:30 pm. Since we met last, Susan Lambert (BCTF), Rod Allen (MOE) and I have added 7 BCTF teacher representatives to the

CHANGING RESULTS FOR YOUNG READERS initiative, appointed by the BCTF. The newly appointed BCTF members may be new to the Changing Results for Young Readers so we will begin our day with a short summary of the project through conversations with you. As our numbers have increased, we changed the meeting venue to a larger room at the BCTF offices at 100-550 West 6th Avenue. We will be meeting in the Sutherland/Prior rooms which are located on the second floor. Please check in at the front desk on the main floor (for parking pass and name tag) and you will be given access to the elevator to the second floor. A light breakfast and lunch will be provided.

The agenda for the meeting will include sharing of experiences that have emerged following the first District Early Reading Learning Team session. Sharing the stories will be a part of our day together so please be prepared to work with colleagues and exchange experiences.

BCTF REPRESENTATIVES:

Berg, Mary <a href="mailto:seaspeakers@gmail.com">seaspeakers@gmail.com</a>	Kelowna	
Fanshaw, Marie <a href="mailto:mfanshaw@sd57.bc.ca">mfanshaw@sd57.bc.ca</a>	Prince George	
Fraser, Janine <a href="mailto:Janine.fraser@sd51.bc.ca">Janine.fraser@sd51.bc.ca</a>	Rock Creek (Boundary)	
Hay, Susan	Toad River (Fort Nelson)	<a href="mailto:shay@sd81.bc.ca">shay@sd81.bc.ca</a>
Johns, Carol <a href="mailto:cjohns@bctf.ca">cjohns@bctf.ca</a>	Cranbrook	
Neden, Janice <a href="mailto:jneden@bctf.ca">jneden@bctf.ca</a>	Nanaimo	
Wale, Daphne	Vancouver	

S22

**Changing Results for Young Readers: Seeding Success**  
**BC Provincial Initiative**  
**2012-2013**

<http://changingresultsforyoungreaders.bclibraries.ca>

The goal of the Changing Results for Young Readers initiative is to increase the number of BC children who are engaged, successful readers. The initiative will use current research and an understanding of what fosters reading success.

**THE CHANGING RESULTS FOR YOUNG READERS INITIATIVE** includes the following six structures:

1. Provincial Early Reading Resource Team
2. Provincial Early Reading Facilitators
3. District Early Reading Advocates
4. District Early Reading Learning Teams
5. Provincial Research Design Team
6. Provincial Symposium (Aug. 27/28) - Changing Results For Young Readers

**1. Provincial Early Reading Resource Team**

**Purpose:**

The Early Reading Resource Team will assist with design and support throughout the initiative.

**Composition:**

This group collectively has extensive experience in designing case study research, working in culturally respectful ways in Aboriginal learning communities, literacy and learner support work and in developing powerful change programs at the classroom, school, district, provincial and international levels. The ER Resource Team will provide resource support to the Early Reading Facilitators and Early Reading Advocates in specific areas of expertise which include self-regulation, social/emotional learning, cultural-community connections, engagement, partnering with families and evidence-based literacy practices.

Team members include Rod Allen, Faye Brownlie, Randy Cranston, Maureen Dockendorf, Paige Fisher, Judy Halbert, Sharon Jeroski, Linda Kaser, Brenda Lightburn, Nancy Perry, Trish Rosborough, Kim Schonert-Reichl, Laura Tait and Ruth Wiebe.

**Roles and Responsibilities:**

- provide resource support to the Early Reading Facilitators and Early Reading Advocates in specific research areas which include self-regulation, social/emotional learning, cultural-community connections, engagement, partnering with families, evidence based literacy practices, and assistive technology
- assist with design of the ER Framework
- lead the learning at the ER Symposium in August



- lead the learning at various focused ER Regional Network sessions
- review and respond to project results
- advocate for the project
- collaborate to present project results in various contexts

**Provincial Early Reading Resource Team's Work Schedule:**

Meeting Date	Location	Purpose	Cost
June 29	Libraries and Literacy Vancouver	Design/Feedback on ER Framework	Ministry Reading Project Funding (MRPF)
Aug 26, 27,28	Richmond	ER Symposium	MRPF
October 29	Libraries and Literacy Vancouver	Network session with ER Facilitators: Review of ER Learning Teams processes and data collection with	MRPF
January 18	Richmond	Network session with ER Facilitators; ER Advocates	MRPF
March 1, 2013	Richmond	Network session with ER Facilitators; ER Advocates	MRPF
June 3, 2013	Libraries and Literacy Vancouver	Network session with ER Facilitators (data submission)	MRPF
June 14, 2013	Libraries and Literacy Vancouver	Data Analysis/Results	MRPF

## **2. Provincial Early Reading Facilitators**

**Purpose:**

Twenty-five BC Facilitators will provide external expertise by leading the process of inquiry with district Learning Teams on a consistent basis throughout the year. There will be over 60 Early Reading Learning Teams in the Province.

**Composition:**

The Facilitators have strong backgrounds in literacy, reading, inquiry-based change, and demonstrated capacity for facilitation.

**Roles and Responsibilities:**

- co-facilitate district Early Reading Learning Teams 4 times in the year
- support and mentor Early Reading Advocates with the purpose of enhancing district capacity (email, illuminate, face-to-face)
- coordinate communication between the participating districts and superintendent of reading
- coordinate data collection systems
- participate in all planning and feedback meetings
- contribute qualitative analysis of the ER Learning Team processes
- identify resource and support needs of the ERL teams

**Provincial Early Reading Facilitators' Work Schedule:**

Meeting Date	Location	Purpose	Cost
Aug 26, 27,28	Richmond	ER Symposium	MRPF
Co-facilitate 4 ER Learning Team Meetings (Oct., Nov., Feb., May)	TBA (context specific)	Change Results for Young Readers	MRPF
October 29	Libraries and Literacy Vancouver	Network session with ER Resource Team: Review of ER Learning Teams processes and data collection	MRPF
January 18	Richmond	Network session with ER Resource Team and ER Advocates	MRPF
March 1	Richmond	Network session with ER Resource Team and ER Advocates	MRPF
June 3, 2013	Libraries and Literacy Vancouver	Network session with ER Facilitators (data submission)	MRPF

**3. Early Reading Advocates****Purpose:**

The Early Reading Advocates will work with the Facilitators to co-facilitate the district learning teams.

**Composition:**

All participating districts will be invited to identify one or two Early Reading Advocates (ERAs). ERAs could be Literacy Helping Teachers, Early Learning Coordinators, or District Early Literacy Leaders. ERAs may be drawn from classroom teachers, support teachers, Aboriginal teachers or formal leaders with a passion for early literacy success.

**Roles and Responsibilities:**

- work with district staff to identify 2 – 4 schools with the highest levels of vulnerable readers
- co-facilitate 4 Early Reading Learning Team meetings with the ER Facilitator
- liaise with school leaders (principals/vice-principals)
- facilitate 3 Early Reading Learning Team meetings without the Facilitator
- provide direct classroom support as requested
- co-plan the meeting schedules and location with the ER Facilitator
- assist with data collection and documentation
- attend 3 provincial network meetings and the August Early Reading Symposium

**District Early Reading Advocates' Work Schedule:**

Meeting Date	Location	Purpose	Cost
Aug 27,28	Richmond	ER Symposium	District Ed Plan Funding (DEPF)
January 18	Richmond	Network session with ER Facilitators and ER Resource Team	DEPF
March 1	Richmond	Network session with ER Facilitators and ER Resource Team	DEPF
Co-facilitate 7 ER Learning Team Meetings (Oct., Nov., Dec., Jan., Feb., April, May)	TBA (context specific)	Change Results for Young Readers	DEPF

**4. District Early Reading Learning Teams****Purpose:**

Early Reading Learning Teams will focus on increasing the number of engaged, successful readers in British Columbia through extending the opportunities for teachers to collaborate. The ER Learning teams bring teachers together to talk about things that work in their practice with BC Facilitators, and continue to build a repertoire of skills, strategies and techniques in reading instruction.

Each participating school will invite two classroom teachers and one resource teacher or support staff to participate in the District Early Reading Learning Team. Principals will either be a member of the District Early Reading Team or will actively support the work of the team.

The teams will meet monthly and their professional learning will be explicitly embedded within classroom learning. The practises of 'in-classroom learning and support' will guide every aspect of the Changing Results for Young Readers' initiative. Skills of teacher inquiry include close examination of the needs of the learners and a willingness to work with colleagues to explore and apply promising practices.

**Composition:**

The DER Learning Teams are composed of classroom teachers and resource teachers/support staff. Principals and Vice-Principals are encouraged to be participating members of the team with their own questions. The support staff could be the resource teacher, a helping teacher, SWIS worker, or Aboriginal Support Worker. To participate, the support staff must be working in the classroom on a consistent basis.

The DER Learning Teams have a minimum of 6 and a maximum of 12 members. Districts may choose to select 2 – 4 schools. For example, if a district chooses 4 schools with 3 members from each school, the ER Learning Team has a total of 12 participants. Districts can use the Education Plan Funding to provide 7 half day release times to participants.

In order to maximize the impact of this initiative, districts should choose teams open to examining and changing their practice for early readers. Districts will select teams that are committed to an inquiry approach, including:

- changing key aspects of their practice in order to improve success in reading
- willingness to work with colleagues to explore and apply promising practices
- documenting and sharing changes in their practice
- gathering and interpreting evidence of children's achievements

#### **Roles and Responsibilities**

- closely examine needs of the learners
- pose questions related changes in their own practices and how the changes impact on children's learning
- embed professional learning within their work
- meet monthly as a learning time
- work collaboratively with their teams and the reading advocate to gather ongoing documentation including:
  - o evidence of changes in practice
  - o demonstrations and evidence of overall changes in student learning
  - o case study documentation of one specific child

#### **District Early Reading Learning Teams Work Schedule:**

Meeting Date	Location	Purpose	Cost
Participate in 7 ER Learning Team Meetings which are ½ day release days (Oct., Nov., Dec., Jan., Feb., April, May)	TBA (context specific)	Change Results for Young Readers	DEPF

#### **5. Research Design Team**

##### **Purpose:**

The Research Design team will design the framework for data collection, monitor ongoing documentation, and offer advice about analysis and presentation of results.

##### **Composition:**

The Research Design Team will involve 5-6 researchers who have a strong background in research design, including gathering evidence and analyzing changes in student reading, as well as documenting changes in teaching practice in the key areas selected. Some members of this team will also be members of the Early Reading Resource Team; others will be invited to ensure the highest technical quality of the research results. Membership on this team may be

somewhat fluid, with experts brought in to address specific issues as needed.

**6. Provincial Symposium - Changing Results For Young Readers: Seeding Success**

The Changing Results For Young Readers Symposium will be held in Richmond on August 27 and 28. This will bring Early Reading Advocates that include teams of two literacy leaders from school districts, 20 Facilitators and the Early Reading Resource Team together for two days of learning focused CHANGING THE RESULTS OF YOUNG READERS through the following:

1. Spiral of Inquiry
2. Indigenous Principles of Learning in Reading
3. Early Reading Learning Teams: Case Studies
4. Reading Instruction: Evidence-based Practice
5. Social and Emotional Learning
6. Self-Regulated Learning

The presentations will be video-taped so all ER Advocates have the option of sharing the sessions with the District ER Learning Teams.

## WFR GL Transaction Details

062 Education Client

06500 Education Services Service Line

From: APR-13 (Closed) To: NOV-13 (Open)

Run Date: 2012/11/21 Run Time: 15:29:49

Creation Date	Supplier Name	Document Number	Description	Actual Amount
<b>22325 Aboriginal Education Branch Responsibility</b>				
			<b>Opening Balance:</b>	<b>0.00</b>
<b>06500 Education Services Service Line</b>				
			<b>Opening Balance:</b>	<b>0.00</b>
<b>2201177 PL Reading Project</b>				
			<b>Opening Balance:</b>	<b>0.00</b>
<b>EC57 Public Servant Travel Expenses STOB Level 4</b>				
			<b>Opening Balance:</b>	<b>0.00</b>
2012/09/07	MILLER, LIANE	ER1542735	Accommodation	299.71
2012/09/07	MILLER, LIANE	ER1542735	Meal/Per Diem	11.83
2012/09/07	MILLER, LIANE	ER1542735	Meal/Per Diem	19.87
2012/09/07	MILLER, LIANE	ER1542735	Mileage	50.48
2012/09/07	MILLER, LIANE	ER1542735	Public Transp.	58.83
2012/09/07	MILLER, LIANE	ER1542735	Public Transp.	58.83
2012/09/12	DOCKENDORF, MAUREEN	ER1543064	Meal/Per Diem	19.87
2012/09/12	DOCKENDORF, MAUREEN	ER1543064	Meal/Per Diem	22.10
2012/09/12	DOCKENDORF, MAUREEN	ER1543064	Meal/Per Diem	22.10
2012/09/12	DOCKENDORF, MAUREEN	ER1543064	Meal/Per Diem	22.10
2012/09/12	DOCKENDORF, MAUREEN	ER1543064	Meal/Per Diem	22.10
2012/09/12	DOCKENDORF, MAUREEN	ER1543064	Meal/Per Diem	22.10
2012/09/12	DOCKENDORF, MAUREEN	ER1543064	Meal/Per Diem	30.13
2012/09/12	DOCKENDORF, MAUREEN	ER1543064	Meal/Per Diem	41.96
2012/09/12	DOCKENDORF, MAUREEN	ER1543064	Meal/Per Diem	41.96
2012/09/12	DOCKENDORF, MAUREEN	ER1543064	Meal/Per Diem	41.96
2012/09/12	DOCKENDORF, MAUREEN	ER1543064	Meal/Per Diem	41.96
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2012/09/12	DOCKENDORF, MAUREEN	ER1543064	Meal/Per Diem	41.96
2012/09/12	DOCKENDORF, MAUREEN	ER1543064	Meal/Per Diem	41.96
2012/09/12	DOCKENDORF, MAUREEN	ER1543064	Meal/Per Diem	41.96
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2012/09/12	DOCKENDORF, MAUREEN	ER1543064	Meal/Per Diem	41.96
2012/09/12	DOCKENDORF, MAUREEN	ER1543065	Accommodation	145.53
2012/09/12	DOCKENDORF, MAUREEN	ER1543066	Accommodation	181.91
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2012/09/12	DOCKENDORF, MAUREEN	ER1543066	Meal/Per Diem	41.96
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2012/09/12	DOCKENDORF, MAUREEN	ER1543066	Public Transp.	6.08
2012/09/12	DOCKENDORF, MAUREEN	ER1543066	Public Transp.	6.08
2012/09/12	DOCKENDORF, MAUREEN	ER1543066	Public Transp.	7.03
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2012/09/12	DOCKENDORF, MAUREEN	ER1543067	Meal/Per Diem	41.96

## WFR GL Transaction Details

062 Education Client

06500 Education Services Service Line

From: APR-13 (Closed) To: NOV-13 (Open)

Run Date: 2012/11/21 Run Time: 15:29:49

Creation Date	Supplier Name	Document Number	Description	Actual Amount
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2012/09/12	DOCKENDORF, MAUREEN	ER1543067	Miscellaneous	4.50
2012/09/12	DOCKENDORF, MAUREEN	ER1543067	Public Transp.	6.08
2012/09/12	DOCKENDORF, MAUREEN	ER1543067	Public Transp.	6.08
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2012/09/12	DOCKENDORF, MAUREEN	ER1543068	Accommodation	203.78
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2012/09/12	DOCKENDORF, MAUREEN	ER1543068	Meal/Per Diem	19.87
2012/09/12	DOCKENDORF, MAUREEN	ER1543068	Mileage	37.14
2012/09/12	DOCKENDORF, MAUREEN	ER1543068	Public Transp.	21.22
2012/09/12	DOCKENDORF, MAUREEN	ER1543068	Public Transp.	21.67
2012/09/12	DOCKENDORF, MAUREEN	ER1543068	Public Transp.	28.15
2012/09/12	DOCKENDORF, MAUREEN	ER1543069	Accommodation	315.86
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2012/09/12	DOCKENDORF, MAUREEN	ER1543069	Meal/Per Diem	19.87
2012/09/12	DOCKENDORF, MAUREEN	ER1543069	Mileage	37.14
2012/09/12	DOCKENDORF, MAUREEN	ER1543070	Accommodation	363.82
2012/09/12	DOCKENDORF, MAUREEN	ER1543070	Meal/Per Diem	22.10
2012/09/12	DOCKENDORF, MAUREEN	ER1543070	Meal/Per Diem	22.10
2012/09/12	DOCKENDORF, MAUREEN	ER1543070	Mileage	37.14
2012/09/12	DOCKENDORF, MAUREEN	ER1543070	Miscellaneous	12.61
2012/11/05		ED-41209053	MOVE TRAVEL CHARGES FOR SECONDEES -M	(2,461.69)

## EC57 Total

Period Balance: 499.55  
Final Balance: 499.55

## EC60 Prof Serv-Oper and Reg STOB Level 4

Opening Balance: 0.00

2012/08/08	FISHER, PAIGE	29-JUN-2012FIS	EXP'S; CHANGING RESULTS YNG READERS; J	196.48
2012/08/21	CHARLES, MARY	26-JUL-2012CHA	HONORARIUM; READING SYMPOSIUM; AUG 27	200.00
2012/08/29	TAIT, LAURA	05-JUL-2012TAI	EXP'S; MTNG; JUL 5; RESULTS YOUNG READE	124.25
2012/08/29	BANK OF MONTREAL (MASTERCARD)	S17, S22	AIRFARE VAN/VIC BRENDA LIGHTBURN	358.00
2012/08/29	BANK OF MONTREAL (MASTERCARD)	S17, S22	AIRFARE VAN/VIC MAUREEN DOCKENDORF	358.00
2012/09/19	LIGHTBURN, BRENDA	14-AUG-2012LIG	EXP'S READING PROJ; JUL 23-AUG 14; B. LIGH	1,113.21
2012/09/19	LIGHTBURN, BRENDA	07-SEP-2012LIG	EXP'S READING PROJ; AUG 26-SEP 07; B. LIGH	1,185.48
2012/09/19	BANK OF MONTREAL (MASTERCARD)	S17, S22	VAN TO PRINCE GEORGE	453.25
2012/09/19	BANK OF MONTREAL (MASTERCARD)	S17, S22	VAN TO PRINCE GEORGE( S/B REIMBURSED)	453.25
2012/09/20	BROWNLIE, FAYE	2012-Aug-28	Early Reading Symposium	53.75
2012/09/20	BROWNLIE, FAYE	2012-Aug-28	Early Reading Symposium	6,500.00
2012/09/20	TAIT, LAURA	2012-Aug-28	Early Reading Symposium	502.37
2012/09/20	TAIT, LAURA	2012-Aug-28	Early Reading Symposium	1,000.00
2012/09/21	MILLER-GAUTHIER, MICHELLE RAE	2012-Aug-28	Early Reading Symposium	500.00



## WFR GL Transaction Details

062 Education Client

06500 Education Services Service Line

From: APR-13 (Closed) To: NOV-13 (Open)

Run Date: 2012/11/21 Run Time: 15:29:49

Creation Date	Supplier Name	Document Number	Description	Actual Amount
2012/09/21	MILLER-GAUTHIER, MICHELLE RAE	2012-Aug-28	Early Reading Symposium	839.38
2012/09/21	KARNESTI, SYLVIE	2012-Aug-28	Early Reading Symposium	862.93
2012/09/21	KARNESTI, SYLVIE	2012-Aug-28	Early Reading Symposium	500.00
2012/09/21	WILSON, ELIZABETH	2012-Aug-28	Early Reading Symposium	916.99
2012/09/21	MORRISON, FIONA C	2012-Aug-28	Early Reading Symposium	415.05
2012/09/21	ADAMS, WENDY	2012-Aug-28	Early Reading Symposium	246.01
2012/09/24	WIEBE, RUTH	2012-Aug-28	Early Reading Symposium	803.86
2012/09/26	KARNESTI, SYLVIE	04-SEP-2012KAR	EXP'S; READ SYMPOSIUM; AUG 26-28; S. KARN	180.70
2012/09/26	KARNESTI, SYLVIE	04-SEP-2012KAR	FEES; READ SYMPOSIUM; AUG 26-28; S. KARN	500.00
2012/09/26	CRANSTON, RANDY, DR	28-AUG-2012CRA	EXP'S; READ SYMPOSIUM; AUG 26-28; R. CRAN	731.73
2012/09/26	CRANSTON, RANDY, DR	28-AUG-2012CRA	FEES; READ SYMPOSIUM; AUG 26-28; R. CRAN	1,500.00
2012/09/26	CRANSTON, RANDY, DR	26-AUG-2012CRA	FEES; READ SYMPOSIUM; JUN 29; R. CRANSTO	1,000.00
2012/09/26	CRANSTON, RANDY, DR	26-AUG-2012CRA	EXP'S; READ SYMPOSIUM; JUN 29; R. CRANST	460.17
2012/09/26	WALTERS, CAROL ELIZABETH	28-AUG-2012WAL	FEES; READ SYMPOSIUM; AUG 26-28; C. WALT	500.00
2012/09/26	WALTERS, CAROL ELIZABETH	28-AUG-2012WAL	EXP'S; READ SYMPOSIUM; AUG 26-28; C. WAL	671.30
2012/09/26	BUTLER, DEBORAH, DR	19-SEP-2012BUT	EXP'S; READ SYMPOSIUM; AUG 26-28; D. BUTL	49.00
2012/09/26	BUTLER, DEBORAH, DR	19-SEP-2012BUT	FEES; READ SYMPOSIUM; AUG 26-28; D. BUTL	1,000.00
2012/09/28	DOCKENDORF, MAUREEN*	24-SEP-2012DOC	EXPS; SEP 08-27; M. DOCKENDORF	1,810.30
2012/10/02	LEIGHTON-STEPHENS, DEBBIE	25-June-2012	Early Reading Symposium	500.00
2012/10/02	HALBERT AND KASER LEADERSHIP CONSULT,	25-June-2012	Early Reading Symposium	11,500.00
2012/10/02	LEWIS, JILLIAN MARIE	25-June-2012	Early Reading Symposium	500.00
2012/10/03	HOLME, JOANNE	15-SEP-2012HOL	EXP'S; EARLY READ SYMP; AUG 26-28; J. HOLM	164.55
2012/10/03	HOLME, JOANNE	15-SEP-2012HOL	FEES; EARLY READ SYMP; AUG 26-28; J. HOLM	500.00
2012/10/11	HUNTER, ANDREA	28-AUG-2012	Early Reading Sumposium	520.58
2012/10/11	HORIZON RESEARCH & EVALUATION INC.	28-AUG-2012	Early Reading Symposium	65.97
2012/10/11	DOCKENDORF, MAUREEN	05-OCT-2012	Reading Project	906.72
2012/10/11	MOYDL, PHILIP J	24-SEP-2012	Early Reading Symposium	1,980.00
2012/10/15	HORIZON RESEARCH & EVALUATION INC.	25-June-2012	Early Reading Framework Meeting	6,500.00
2012/10/16	KING, JUDITH A	20-SEP-2012	Early Reading Symposium	467.89
2012/10/16	SCHONERT-REICHL, KIMBERLY	25-JUN-2012	Early Reading Symposium	2,500.00
2012/10/16	PERRY, NANCY, DR	25-JUN-2012	Early Reading Symposium	1,500.00
2012/10/18	KING, JUDITH A	25-OCT-2012	Early Reading Symposium	500.00
2012/10/18	DOCKENDORF, MAUREEN	16-OCT-2012	Reading Project	1,265.08
2012/10/18	BANK OF MONTREAL (MASTERCARD)	S17, S22	FLIGHT; VAN-VIC; SEP 10&12;M. DOCKENDORF	358.00
2012/10/24	CRAIG, BEV J	28-AUG-2012CRA	EXPS; READ SYMPOSIUM; AUG 26-27; B. CRAIG	130.55
2012/10/24	LEIGHTON-STEPHENS, DEBBIE	26-SEP-2012LEI	EXPS; READ SYMPOSIUM; AUG 26-28; D. LEIGH	518.91
2012/10/24	FISHER, PAIGE	14-OCT-2012FIS	EXPS; READ SYMPOSIUM; AUG 26-28; P.FISHE	505.13
2012/10/24	PERRY, NANCY, DR	25-JUN-2012	REV WRONG STOB -Early Reading Symposium	(1,500.00)
2012/10/24	PERRY, NANCY, DR	25-JUN-2012	Early Reading Symposium	1,500.00
2012/10/24	CRANSTON, RANDY, DR	28-AUG-2012CRA	REV WRONG STOB -FEES; READ SYMPOSIUM	(1,500.00)
2012/10/24	CRANSTON, RANDY, DR	28-AUG-2012CRA	REV WRONG STOB -EXP'S; READ SYMPOSIUM	(731.73)
2012/10/24	CRANSTON, RANDY, DR	28-AUG-2012CRA	FEES; READ SYMPOSIUM; AUG 26-28; R. CRAN	1,500.00
2012/10/24	CRANSTON, RANDY, DR	28-AUG-2012CRA	EXP'S; READ SYMPOSIUM; AUG 26-28; R. CRAN	731.73
2012/10/24	CRANSTON, RANDY, DR	26-AUG-2012CRA	REV WRONG STOB -FEES; READ SYMPOSIUM	(1,000.00)

P909175

FDH 2012-09-13

## WFR GL Transaction Details

062 Education Client

06500 Education Services Service Line

From: APR-13 (Closed) To: NOV-13 (Open)

Run Date: 2012/11/21 Run Time: 15:29:49

Creation Date	Supplier Name	Document Number	Description	Actual Amount
2012/10/24	CRANSTON, RANDY, DR	26-AUG-2012CRA	REV WRONG STOB -EXP'S; READ SYMPOSIUM	(460.17)
2012/10/24	CRANSTON, RANDY, DR	26-AUG-2012CRA	EXP'S; READ SYMPOSIUM; JUN 29; R. CRANST	460.17
2012/10/24	CRANSTON, RANDY, DR	26-AUG-2012CRA	FEES; READ SYMPOSIUM; JUN 29; R. CRANST	1,000.00
2012/10/24	HALBERT AND KASER LEADERSHIP CONSULT,	25-June-2012	REV WRONG STOB -Early Reading Symposium	(11,500.00)
2012/10/24	HALBERT AND KASER LEADERSHIP CONSULT,	25-June-2012	Early Reading Symposium	11,500.00
2012/10/24	BROWNLIE, FAYE	2012-Aug-28	REV WRONG STOB- Early Reading Symposium	(53.75)
2012/10/24	BROWNLIE, FAYE	2012-Aug-28	REV WRONG STOB -Early Reading Symposium	(6,500.00)
2012/10/24	BROWNLIE, FAYE	2012-Aug-28	Early Reading Symposium	53.75
2012/10/24	BROWNLIE, FAYE	2012-Aug-28	Early Reading Symposium	6,500.00
2012/10/24	HORIZON RESEARCH & EVALUATION INC.	25-June-2012	REV WRONG STOB- Early Reading Framework M	(6,500.00)
2012/10/24	HORIZON RESEARCH & EVALUATION INC.	25-June-2012	Early Reading Symposium	6,500.00
2012/10/24	KARNESTI, SYLVIE	2012-Aug-28	REV TO REMOVE TAX CODE -Early Reading Syn	(500.00)
2012/10/24	KARNESTI, SYLVIE	2012-Aug-28	Early Reading Symposium	500.00
2012/10/29	KETOLA, PENNY	28-AUG-2012	Early Reading Symposium	862.93
2012/10/29	KETOLA, PENNY	28-AUG-2012	Early Reading Symposium	500.00
2012/10/29	CRAIG, BEV J	25-JUN-2012	Early Reading Symposium	500.00
2012/11/02		ED-41205658	SET UP A/R - INCORRECT PAYEE - KARNESTI,	(862.93)
2012/11/02		ED-41205658	SET UP A/R - INCORRECT PAYEE - KARNESTI,	(500.00)
2012/11/05		ED-41209053	MOVE TRAVEL CHARGES FOR SECONDEES -M	2,461.69
2012/11/07	BOETTCHER, KIM	25-JUN-2012BOE	EARLY READ SYMPOSIUM FEES; AUG 26-28; K	500.00
2012/11/07	TOMLINSON, LYNNE	25-JUN-2012TOM	EARLY READ SYMP FEES; AUG 26-28; L. TOML	500.00
2012/11/07	WILSON, ELIZABETH	25-JUN-2012WIL	EARLY READ SYMP FEES; AUG 26-28; E. WILSC	1,250.00
2012/11/07	MCBRIDE, BARBARA DAWN	24-OCT-2012MCB	EARLY READ SYMP FEES; AUG 26-28; B. MCBR	500.00
2012/11/07	MCBRIDE, BARBARA DAWN	24-OCT-2012MCB	EARLY READ SYMP EXPS; AUG 26-28; B. MCBR	348.04
2012/11/08	WIEBE, RUTH	25-JUN-2012WIE	EARLY READ SYMP; AUG 26-28; R. WEIBE	1,250.00
2012/11/09	WALE, DAPHNE	30-OCT-2012WAL	EXP'S; CR4YR MTNG;OCT 29; D. WALE	184.37
2012/11/13	DOCKENDORF, MAUREEN	06-NOV-2012DOC	EXP'S; OCT 15-22; CHANGING RESULTS. M. DC	479.08
2012/11/13	DOCKENDORF, MAUREEN	06-NOV-2012DOC	EXP'S; OCT 23-28; CHANGING RESULTS. M. DC	634.36
<b>EC60 Total</b>			<b>Period Balance:</b>	<b>65,476.38</b>
			<b>Final Balance:</b>	<b>65,476.38</b>
<b>EC65 Office and Business Expenses STOB Level 4</b>			<b>Opening Balance:</b>	<b>0.00</b>
2012/08/22	DEROSE, DE DE	14-AUG-2012DER	EXP'S; FNESE; JUL 10&13; D. DEROSE	712.82
2012/08/23	BANK OF MONTREAL (MASTERCARD)	S17, S22	LUNCH; RESULTS & READERS MTG;JUN 29	263.50
2012/08/23	BANK OF MONTREAL (MASTERCARD)	S17, S22	SNACKS;RESULTS & READERS MTG;JUN 29	146.20
2012/09/14	HILTON VANCOUVER AIRPORT	30-AUG-2012BEA	CONF EXP'S; READING SYMPOSIUM; AUG 26-2	20,384.25
2012/10/12	BANK OF MONTREAL (MASTERCARD)	S17, S22	PHOTOCOPIES; AUG 28;	45.00
2012/10/12	BANK OF MONTREAL (MASTERCARD)	S17, S22	PRINTING	18.75
2012/10/29	BANK OF MONTREAL (MASTERCARD)	S17, S22	MEETING BEVERAGES	31.53

**WFR GL Transaction Details**  
**062 Education Client**  
**06500 Education Services Service Line**  
**From: APR-13 (Closed) To: NOV-13 (Open)**  
Run Date: 2012/11/21 Run Time: 15:29:49

Creation Date	Supplier Name	Document Number	Description	Actual Amount
	EC65 Total			
			Period Balance:	21,602.05
			Final Balance:	21,602.05
	2201177 Total			
			Period Balance:	87,577.98
			Final Balance:	87,577.98
	06500 Total			
			Period Balance:	87,577.98
			Final Balance:	87,577.98
	22325 Total			
			Period Balance:	87,577.98
			Final Balance:	87,577.98
	06500 Total			
			Period Balance:	87,577.98
			Final Balance:	87,577.98
	062 Total			
			Period Balance:	87,577.98
			Final Balance:	87,577.98
	REPORT TOTAL			
			Period Balance:	87,577.98
			Final Balance:	87,577.98