

MINISTRY OF EDUCATION AND CHILD CARE  
**DECISION BRIEFING NOTE**

**DATE:** March 1, 2023  
**CLIFF:** 288354

**PREPARED FOR:** Christina Zacharuk, Deputy Minister – **FOR DECISION**

**SUBJECT:** Priority Project Funding FY 2023/24

**PURPOSE:** Requesting funding to support further implementation of Year Two of the Framework for Enhancing Student Learning (FESL)

**BACKGROUND:**

- The FESL Continuous Improvement Program was identified as a Ministry priority for fiscal 2022/23 and provided with Priority Project funding in FY 2022/23. Based on that funding, the Program implemented a number of initiatives to continue Year Two of the Program.
- In its FY 2022/23 Priority Project funding proposal, the Program noted that a number of those initiatives would have spill-over costs into FY 2023/24, as Program initiatives continue until the end of the school year. This current proposal addresses these costs.
- Additionally, due to timing and resource challenges last Fiscal, the Program was not able to implement one key component of its FY 2022/23 Priority Project – the recruitment of a new, temporary Director to focus on internally aligning the Ministry's improvement programs and supporting the review of FESL Annual Reports.
- The Program proposes to recruit this temporary Director in Fiscal 2023/24.

**DISCUSSION:**

- The Program proposes to complete Year Two, with initiatives started in the Fall continued until the end of this school year, and that will therefore have costs into FY 2023/24. The initiatives include the following (costs summarized below and detailed in the attached):
  - Conclusion of Pod Networking Program (20 Districts)
  - Conclusion of the Cooperate Program (10 Districts)
  - Review of 60 District Annual Reports
  - Conclusion of Community of Practice – Shane Safir
  - May 2023 Symposium
- Additionally, with the proposed FY 2023/24 Priority Project funding, the Continuous Improvement Program will hire one (1) Director, Strategic Ministry Alignment position (Band 3), staffed via a seven (7) month temporary assignment.
- The rationale for this position is that while the majority of the focus of the existing Program has been on working with districts, the focus of this new position will be internally-focused to the Ministry, and dedicated to:
  - strategic alignment and internal change management – continued integration of the program into daily ministry work, and alignment with other ministry planning and

- improvement programs (e.g., Equity In Action, FNEOIT, Financial Planning & Reporting, Capital Planning), and
- internal dissemination of intelligence from district annual Enhancing Student Learning reports – working with Ministry program areas after an in-depth review of all 60 district Enhancing Student Learning reports to ensure information from the Report is shared to all relevant programs.
- The Program is currently relying on external contractors to review the 2022/23 Annual Reports. This new position will ensure that work is co-ordinated and the intelligence shared with relevant program areas within the Ministry.

#### **OPTIONS:**

##### **OPTION 1 – Approve Priority Project funding request**

#### **Implications:**

- Completes Year 2 of the Program, finishing initiatives started in September of 2022.
- Provides the Ministry with a greater ability to align and integrate the work of the Continuous Improvement Program and other ministry planning and improvement programs.
- Ensures the Ministry is able to learn and benefit from all 60 annual Enhancing Student Learning reports through a structured review of those reports and a systematic dissemination of the information gathered from the reports to the rest of the Ministry.
- May create expectations that the position will become permanent.
- Additional one-time costs, detailed below.

##### **OPTION 2 – Do not approve Priority Project funding request**

#### **Implications:**

- Program unable to fully complete Year 2 of the Program, including the review of District Annual Reports, Pod Networking, Cooperate Program and Symposium.
- Could be perceived by the sector as a lack of support.
- The Continuous Improvement Program will continue to be more externally focused on working with districts rather than improving internal processes.
- There will be limited ability for the Program to disseminate intelligence from the 60 annual reports through to relevant program areas in the Ministry.
- No additional costs.

#### **FINANCIAL IMPLICATIONS:**

If Option 1 is approved, the cost will be as follows:

<b>Activity/Outcome/Recipient</b>	<b>STOB</b>	<b>2023/24 Amount \$</b>
Completion of Year Two of the Program - contracts	STOB 60	\$149,225
Completion of Year Two of the Program - travel	STOB 57	\$23,500

Recruitment of a seven (7) month temporary assignment Director (Band 3)	STOB 50 & 52	\$70,000
Total		\$242,725

#### INFORMATION TECHNOLOGY AND PRIVACY IMPLICATIONS:

None.

#### LINKS TO OTHER MINISTRIES:

The proposed Director position will be in a position to share information from FESL Annual Student Learning reports with other Ministries who may have an interest in district activities, such as the Ministry of Post Secondary Education and Future Skills.

#### RECOMMENDATION:

Option: 1



April 21, 2023

Approved/Not Approved

Date Signed

Christina Zacharuk

Deputy Minister of Education and Child Care

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**Program ADM/Branch:** Cloe Nicholls / Governance, Legislation & Workforce Branch

**Program Contact (for content):** Lucas Corwin, Executive Director, Governance Legislation and Workforce Branch

**Drafter:** Lucas Corwin, Executive Director, Governance Legislation and Workforce Branch

**Date:** March 1, 2023

#### Attachments:

1. 288354 DBN-DM Attachment 1\_ Year Two Framework Program Commitment carry-over to FY24

ACTIONS TO SUPPORT DISTRICTS	Commitment Carry-over into F2023/24	Total
1. Pod Networking program	s.13; s.17 3 Pod meetings and ~20hrs on documents.s.13; s.17	s.13; s.17
2. "Framework in Action" Speaker Series	Charles Ungerleider s.13; s.17	
3. "Framework in Action" Sector Talk Videos	Carolyn Cameron s.13; s.17 BaseTwo Media 10% of EAO projects s.13; s.17	
4. Review Program (working group)	Jan Unwin / Mike McKay Contract work to support Program, and attendance at May Symposium Jan s.13; s.17 Mike s.13; s.17 s.13; s.17	
5. Communities of Practice (CoP) – Ministry led	Shane Safir Contract: April – June = s.13; s.17	
6. Cooperate Program	Katherine McIntosh – Support of Cooperated Cohort Program in Year Two of Program remainder of contract = s.13; s.17 Sandra Herbst – Symposium speaker s.13; s.17 Final Peer Reviews April-June: s.13; s.17	
7. Rightsholders and Education Stakeholder Roundtable Meetings	No Costs	\$0
8. Internal annual review	3 contractors to review 2022/23 FESL Annual Reports (accrual after March 31 <sup>st</sup> ) Approximating \$25,000 each = \$75,000 approximately Assuming 85% of those contracts will be paid in the new year = \$64,000	\$64,000
9. Program Review	Symposium for this year \$28,300 Employee Travel to Symposium ~\$3,500	\$31,800
10. Partner Meetings	No Costs	\$0
		s.13; s.17

MINISTRY OF EDUCATION AND CHILD CARE  
**DECISION BRIEFING NOTE**

**DATE:** April 19, 2023  
**CLIFF:** 288875

**PREPARED FOR:** Christina Zacharuk, Deputy Minister – **FOR DECISION**

**SUBJECT:** 2023/2024 Priority Funding Request – K-12 Workforce Strategy

**PURPOSE:** To Request Priority Funding to Develop a Comprehensive, Evidenced-Based Workforce Strategy for the K-12 Education Sector

**BACKGROUND:**

- School districts across B.C. are reporting significant recruitment pressures due to an increase in public school student enrolment, a recent increase in teacher retirement rates, the impact of the COVID-19 pandemic on the workforce, and a tight labour market.

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- In addition, the K-12 education sector has been raising recruitment and retention issues for other types of positions, such as support staff positions (e.g., education assistants), and succession planning challenges for leadership positions.

**DISCUSSION:**

- ECC has been working closely with the sector and the Ministry of Post-Secondary Education and Future Skills (PSFS) on ways to address some of the existing recruitment pressures in K-12 education through the Future Ready Action Plan (FRAP).
- The current iteration of FRAP will provide a foundation to begin addressing some workforce concerns but will not fully address the scope of recruitment issues in K-12 education.
- While there are other initiatives underway at the Ministry and district level (e.g., the Northern Inquiry Project), many of these initiatives are *ad hoc* and not integrated.
- In addition, to-date ECC's efforts have been solely focused on supporting rural and remote districts to prioritize areas with the greatest needs. However, urban districts are now also facing recruitment pressures because of a growth in student enrollment.
- PSFS has flagged that there will be an opportunity for ECC to include a budget request for the K-12 workforce strategy as part of a Treasury Board submission for further initiatives under the FRAP in next year's budget.
- The funding proposed in this submission would be a one-time investment to support research and planning initiatives that would result in a workforce strategy for the K-12 sector to be used in a future budget request with PSFS.
- The proposed workforce strategy development project will be developed in close collaboration with the sector given that the strategy will require buy-in from, and participation of all stakeholders for a successful implementation.

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- It will consider workforce development from a holistic perspective to support/embed other government priorities, such as truth and reconciliation and anti-racism.
- It will be based on best practices and lessons learnt from other sectors (child care, health).
- It will build on the FRAP initiatives while expanding the scope of the work to address recruitment and retention challenges for education assistants as well as education leaders.
- It will also explore ways to streamline pathways for internationally-trained educators (from a certification and immigration lens) to provide targeted support to urban school districts.

**OPTION 1: Develop a robust, system-wide workforce strategy to support a qualified, sustainable, and engaged workforce in the short, medium, and long term (\$305K) – detail of strategy below**

Implications:

**OPTION 2: Conduct research work only and delay the development of the workforce strategy to next fiscal year (\$55K)**

Implications:

- Ensures the proper identification of systemic pain points for supply and demand in the sector through research and some engagement.
- The sector will likely continue to express significant recruitment and retention pressures and advocate for additional Ministry intervention to address workforce inequities affecting students' outcomes and educational experiences.
- Risks having urban districts react negatively to the fact that all Ministry initiatives focus solely on supporting rural and remote districts.
- Delays the majority of the cost to next fiscal year.

**OPTION 3: Focus on supporting existing workforce initiatives only (no cost)**

Implications:

- Funds are available to address other ministry mandates and priorities.
- Limited impact to address recruitment challenges.
- Urban districts and the sector will likely react negatively to the fact that all Ministry initiatives focus solely on supporting rural and remote districts.

**FINANCIAL IMPLICATIONS:**

Category	Activity/Outcome/Recipient	STOB	2023/24 Amount \$	Recipient
Research	S.13	60	\$15,000	Contractor
	Consultation on the roles of EAs and how to build a sustainable EA workforce	60	\$40,000	Contractor
Development of the Strategy	Organize three sector-wide planning sessions (in addition to the May 11 meeting)	57/65	\$10,000	Travel and Catering
	Drafting of the strategy (e.g., writing, graphic design and proofreading services)	60	\$25,000	Contractor

<b>Targeted Supports for Urban Districts (Pathway for International Teachers)</b>	User experience research to identify pain points and opportunities (jurisdiction scan, interviews with international teachers, etc.)	60	\$60,000	Contractor
	Hiring of a policy analyst (7-month TA) to implement research recommendations	50 & 52	\$65,000	ECC
	Development of a communication plan and marketing material	79/60	\$60,000	BCPSEA/ Contractor
	Participation in international recruitment activities	79/57	\$30,000	BCPSEA/ Districts /ECC staff
<b>TOTAL</b>			<b>\$305,000</b>	

#### INFORMATION TECHNOLOGY AND PRIVACY IMPLICATIONS:

N/A

#### RECOMMENDATION:

Option 1: Allocate funds to develop a robust, system-wide workforce strategy to support a qualified, sustainable, and engaged workforce in the short, medium, and long term.



Approved/Not Approved

Christina Zacharuk

Deputy Minister of Education and Child Care

May 9, 2023

Date Signed

**Program ADM/Branch:** Cloe Nicholls/Governance, Legislation & Workforce Branch

**Program Contact (for content):** Linda Beddouche

**Drafter:** Linda Beddouche

**Date:** March 22, 2023

MINISTRY OF EDUCATION AND CHILD CARE  
**DECISION BRIEFING NOTE**

**DATE:** May 1, 2023  
**CLIFF:** 289765

**PREPARED FOR:** Christina Zacharuk, Deputy Minister – **FOR DECISION**

**SUBJECT:** ECC nominee to mission to France

**PURPOSE:** CMEC/French Embassy mission to France

**BACKGROUND:**

- The CMEC Secretariat received an invitation from the Embassy of France in Canada to participate in a mission to France to explore avenues for cooperation between Canada and France in the field of education.
- The mission aims to enable participants to identify opportunities for cooperation with France for the benefit of schools in Canada and to gain information that would support our province's policy decisions in this regard.
- The 3-4 day mission is slated for the week of June 19, 2023.

**DISCUSSION:**

- ECC's connection with the French Embassy is currently very positive and collaborative: French Education staff have supported networking between the Embassy and school districts to recruit French language assistants, providing support to French immersion programming in communities across the province.
- B.C. school districts maintain memorandums of understanding with a variety of counterparts in France, enabling student and teacher collaboration initiatives.
- The invitation from the French Embassy demonstrates their interest in continued collaboration with B.C.
- Many B.C. school districts continue to struggle in recruiting French language teachers: participating in this mission may boost intake of French teachers in B.C.
- Other benefits expected from ECC participating in the mission include:
  - potential for increase in exchange programs for students and teachers – increasing recruitment of French language teachers in B.C.;
  - potential to discuss teacher credential recognition between B.C. and France;
  - potential to discuss postsecondary agreements to increase intake of French pre-service teachers.
- CMEC has requested DM approval and signature

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**OPTIONS:**

**Option 1:** ECC nominates an ECC representative (Marc Labelle, French Education) to attend the mission to France

Pros:



- ECC takes advantage of networking opportunity with French Ministry of National Education and Youth
- ECC takes leadership on pan-canadian stage in being a main collaborator with France in the field of Education.
- Travel would be subject to financial contribution from CMEC/s of France

Cons:

- Potential staff overtime cost to ECC

Option 2: ECC does not nominate an ECC participant to attend the mission to France

Pros:

- None

Cons:

- Missed opportunity for B.C to connect with French Ministry of National Education and Youth and potential for French teacher recruitment opportunities

#### **FINANCIAL IMPLICATIONS:**

Embassy of France in Canada proposes to cover the cost of a representative. Externalities (e.g., overtime) would be covered by ECC.

**RECOMMENDATION: Option 1: ECC nominates an ECC representative (Marc Labelle, French Education) to attend the mission to France**



May 4, 2023

Approved / Not Approved

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Date Signed

Christina Zacharuk

Deputy Minister of Education and Child Care

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**Program ADM/Branch:** Melanie Stewart, LEPD

**Program Contact (for content):** Marc Labelle

**Drafter:** Marc Labelle

**Date:** May 1, 2023

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Council of  
Ministers  
of Education,  
Canada

Conseil des  
ministres  
de l'Éducation  
(Canada)

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# Response Form

2023 03 15

ACDME/2023/10

To: International unit

Email: [international@cmecc.ca](mailto:international@cmecc.ca)

Re: Nominations for CMEC participation in a learning mission to France in June 2023

**RESPONSE REQUESTED BY MARCH 31, 2023**

Christina Zacharuk  
Deputy Minister

British Columbia  
Province/Territory

- ☒ I wish to nominate the official named below from my ministry to participate in the mission to France; a paragraph outlining how my ministry's nominee meets the selection criteria is attached.
- ☐ If the nominee from my province/territory is not selected, I wish for the nominee to participate in the mission regardless, and I understand that the expenses for this official's participation will be borne by my province/territory.


Name and title: Marc Labelle, Provincial Coordinator, French Education

Address: 620 Superior, Victoria BC

Telephone: 778-677-4286

Email: Marc.labelle@gov.bc.ca

2023 05 04  
Date

  
Signature

Please name your response file with the name of your province or territory.

## **Outline of B.C.'s nominee to the June 2023 mission to France**

B.C. nominates Marc Labelle, Provincial Coordinator, French Education Unit, to represent B.C. in the mission to France in June 2023. Mr. Labelle has been with the B.C. Ministry of Education and Child Care since 2015 and has been involved in many areas relating to education in French, such as supporting the completion of memoranda of understanding between B.C. school districts and French academies, co-developing B.C.'s first French Teacher Recruitment and Retention Strategy, coordinating the Official Language Programs in B.C. jointly with CMEC' Official Languages Unit, and collaborating with the French Embassy and the Consulate of France in Vancouver to facilitate initial discussions on recognition of credentials between France and B.C. Mr. Labelle is also involved with the postsecondary sector through French funding initiatives led by our ministry and will be the Acting Director for French Education beginning July 2023.

MINISTRY OF EDUCATION AND CHILD CARE  
**DECISION BRIEFING NOTE**

**DATE:** April 21, 2023  
**CLIFF:** 289459

**PREPARED FOR:** Christina Zacharuk, Deputy Minister – **FOR DECISION**

**SUBJECT:** Negotiations on French education federal funding

**PURPOSE:** Distribution of federal funding among P/Ts in the next Protocol

**BACKGROUND:**

- The *Protocol for Agreements for Minority-Language Education and Second-Language Instruction* (the “Protocol”) is a multi-year, multilateral agreement between the Government of Canada and the Council of Ministers in Education, Canada (CMEC) on behalf of the provinces and territories (P/Ts).
- The Protocol sets parameters, outlines federal allocations, and governs the negotiation of a bilateral cost-sharing agreement between Canada and B.C. for the delivery of minority-language education and second-language instruction.
- Under the parameters of the Protocol, each province and territory negotiates a bilateral cost-sharing *Agreement for minority-language education and second-language instruction* (the “Agreement”) that is tailored to its unique priorities.
- The 2019-2023 Protocol and Agreement expired on March 31, 2023, and negotiations on the next Protocol are still underway.

**DISCUSSION:**

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**OPTIONS:**

**Option 1 (recommended): Approve the OLEP Committee’s recommendation and sign CMEC memo.**

**PROS**

- Committee members unanimously support the three principles and negotiation approach.
- These principles are aligned with those that were used in the past to guide the distribution of federal funding.
- Enables the OLEP Committee to move forward with the negotiations.

**CONS**

- None

**Option 2: Do not approve the OLEP Committee’s recommendations**

**PROS**

- None

**CONS**

- May delay the negotiations of the next Protocol.

**LINKS TO OTHER MINISTRIES:**

The Deputy Minister of Post-Secondary Education and Future Skills (PSFS) is also an ACDME member and will be completing the memorandum.

**RECOMMENDATION:**

**Option 1: Approve the OLEP Committee’s recommendations and sign CMEC memo**



**Approved/Not Approved**

Christina Zacharuk

Deputy Minister of Education and Child Care

April 30, 2023

Date Signed

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**Program ADM/Branch:** Melanie Stewart, ADM Learning and Education Programs Division

**Program Contact (for content):** Yael La Rose, Director – French Education

**Drafter:** Julie Breheret, Provincial Coordinator

**Date:** April 21, 2023

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MINISTRY OF EDUCATION AND CHILD CARE  
**DECISION BRIEFING NOTE**

**DATE:** March 17, 2023  
**CLIFF:** 288697

**PREPARED FOR:** Christina Zacharuk, Deputy Minister – **FOR DECISION**

**SUBJECT:** One-time funding request for 2023/24 Anti-Racism (AR) Priorities

**PURPOSE:** To seek decision for funding to support Anti-Racism 2023/24 priorities

**BACKGROUND:**

- The Ministry of Education and Child Care (ECC) is committed to supporting anti-racism initiatives, as specified in the mandate letter and within the K-12 Anti-Racism Action Plan, to ensure the sector has the capacity and tools needed to identify and respond to racism.
- A key priority moving into the 23/24 school year is to continue sector capacity building to create anti-racist learning environments, including the expansion of the anti-racism educator network and focusing anti-racism initiatives around student voice.
- B.C. Council of Administrators of Inclusive Support in Education (BC CAISE) is a professional association committed to supporting student diversity and involved in multiple initiatives established by ECC including the mental health working group, anti-racism roundtable and education partner collaborative, and advisory group for provincial assessment (AGPA III).

**DISCUSSION:**

- During the 21/22 school year, Equitas was the primary AR service provider and their demonstrated key strengths included youth liaison work and anti-racism resource development.  
**s.13**
- For this reason, the approach to building the anti-racism educator network and integrating expansion of youth voice into district level anti-racism initiatives has been readjusted.
- For the 22/23 school year and into fall 2023, ECC is working with phase 1 anti-racism educator network participants, led by SD 41 Burnaby, to consult with SDs and subject matter experts and report back to the ministry in fall 2023 outlining key themes from consultation and summarizing promising practises for the purpose of informing educator network development into the 23/24 school year.
- This expansion is timely to support the rollout of ECC initiatives over the 23/24 school year including the anti-racism teaching guide, inclusion calendar, and online foundational module (training for everyone).
- BC CAISE is a K-12 service provider with key strengths that include youth liaison work, resource development and demonstrated expertise in working with district leadership and education partners.
- Funding will support anti-racism initiatives through:
  - Expansion of the anti-racism educator network through regional forums, implementation of resources, and professional learning opportunities.



- Supporting district capacity to directly engage with local IBPOC students through regional forums, resource development, and student voice street data gathering.
  - Additional details of proposed initiatives are outlined in Appendix A.
- The intention of this funding request is to support a one-time payment to BC CAISE to support progressive anti-racism initiatives over three-years.

#### OPTIONS:

**Option 1: (RECOMMENDED)** Approve funding of \$360,000 over three school years for anti-racism capacity building priorities to BC CAISE, \$110k in 2023/24, \$130k in 2024/25, \$120k 25/26.

#### Implications:

- Respected, knowledgeable and collaborative partner with K-12 sector.
- Aligns sector supports for rollout of multiple anti-racism deliverables and provides centralized approach to support district leadership.
- Supports ECC focus on district capacity building and system-wide commitment to addressing racism in schools; promotes distributed leadership among sectors.
- Shift in engagement approach with education partners and school districts requires careful messaging from ECC and is inconsistent with previous year's approach.

**Option 2:** Do not approve funding for AR Priorities for 2023/24

#### Implications:

- Funding may be made available for other initiatives.
- Implementation of anti-racism initiatives is a highly visible priority in the minister's mandate letter and there is sector-wide expectation that ECC provide leadership on this priority.
- Limited supports to sector for project rollouts may strain partnerships, sector buy-in and sector uptake of anti-racism initiatives.

#### FINANCIAL IMPLICATIONS:

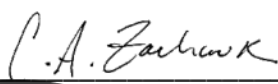
SLSD is requesting FY24 temporary funding. Funding allocation is outlined in Appendix A.

#### INFORMATION TECHNOLOGY AND PRIVACY IMPLICATIONS:

No impact on current or need for new information technology (IT) systems.

#### RECOMMENDATION:

**Option 1:** Approve funding of \$110,000 for anti-racism capacity building priorities for 2023/24 to BC CAISE.



Approved/Not Approved

Christina Zacharuk

Deputy Minister of Education and Child Care

May 9, 2023

Date Signed

Appendices:

A. Funding Allocations AR Priorities 2023-24

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**Program ADM/Branch:** Jennifer McCrea

**Program Contact (for content):** Erin Oscienny

**Drafter:** Erin Oscienny and Nikki Penafiel

**Date:** March 17, 2023

## Appendix A

### Objectives:

- (1) Increase and prioritize province-wide networking and discussion in and between districts (district and school staff) to support anti-racism initiatives and foundational professional learning.
- (2) Increase and prioritize province-wide district capacity to develop ongoing opportunities of direct engagement with local IBPOC students to understand their experiences of racism in their local context and develop a targeted response.

Year 1 – SY 23/24	Year 2 – SY 24/25	Year 3 – SY 25/26
Build Connections (The Basics)	Provincial Consistency	Transition to SDs
<b><i>\$80,000 Educator Network</i></b> Host 1 provincial summit: <ul style="list-style-type: none"> <li>• Guest speakers</li> <li>• Pre/post dialogues for rolling out training for everyone to SDs.</li> <li>• Share promising practices.</li> <li>• Link school and district planning to AR Strategy and ECC resources (e.g., teaching guide)</li> </ul> <i>Note: Fall 2023 - receive SD41 report (pd) that will further inform educator network development</i>	<b><i>\$100,000 Educator Network</i></b> \$80,000 Host 1 provincial summit: <ul style="list-style-type: none"> <li>• Content determined annually but will focus on establishing positive examples and standards to strive for across the province.</li> </ul> \$20,000 Develop supporting resources as identified.	<b><i>\$90,000 Educator Network</i></b> Host 6 regional summits to transition dialogue and resource sharing to regional connections
<b><i>\$30,000 Youth Engagement</i></b> <ul style="list-style-type: none"> <li>• Create dialogues and/or resources to supports SDs to engage IBPOC youth in gathering 'street data' to inform school culture and planning</li> </ul>	<b><i>\$30,000 Youth Engagement</i></b> <ul style="list-style-type: none"> <li>• Incorporate youth engagement examples and workshops into the provincial summit.</li> <li>• Create supporting resources as identified</li> </ul>	<b><i>\$30,000 Youth Engagement</i></b> <ul style="list-style-type: none"> <li>• Transition focus to regional approach of sharing practises and information sharing</li> </ul>
<b>\$110,000</b>	<b>\$130,000</b>	<b>\$120,000</b>

Resp	Service Line	STOB	Project
<b>22032</b>	<b>07050</b>	<b>7703</b>	<b>2200798</b>

MINISTRY OF EDUCATION AND CHILD CARE  
**DECISION BRIEFING NOTE**

**DATE:** May 24, 2023  
**CLIFF:** 289093

**PREPARED FOR:** Christina Zacharuk, Deputy Minister – **FOR DECISION**

**SUBJECT:** *erase*: Student Safety Services

**PURPOSE:** Determine 5-Year Funding Maximum for Upcoming Procurement

**BACKGROUND:**

- *erase* (Expect Respect and a Safe Education) has been the Ministry of Education and Child Care's (the Ministry's) lead initiative to address bullying and harmful behaviours since 2012.
- From 2012 to present, the Ministry has held two agreements with TC Safer Schools Together (SST), a subject matter expert service provider, to deliver key *erase* supports.
- The current service agreement will end on December 31, 2023 (Attachment 1).
- To ensure continuity of services, the Ministry plans to procure for a new three-year Agreement for safety services (with the option for two additional one-year extensions, for a total of five years) via a Request for Proposals (RFP) process.
- As outlined in the March 2023 decision to procure for safety services, Deputy Minister approval is now required on the maximum potential amount for the services, prior to issuing the RFP (Attachment 2).

**DISCUSSION:**

- The total amount allocated to and spent on safety services tends to vary year-over-year, based on the dynamic nature of safety services (Appendix).

s.13; s.17

- To ensure there is flexibility to respond to emerging, complex and evolving school safety service needs throughout the length of the new Agreement, while continuing to ensure that the SLSD budget is allocated according to divisional priorities and objectives, it is recommended that the RFP be issued with expected minimum and maximum value for the services.

s.13; s.17

- Outlining the maximum total potential value of the service agreement is an essential component of the RFP, as this may impact who submits a proposal for the services and is important for transparency on the use of public funds.

**OPTIONS:**

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## Appendix 1 – Student Safety and Wellness Budgets: 2018/19 to Present

FY 2018/19	\$1,295,000
FY 2019/20	\$940,200
FY 2020/21	\$617,580 + additional \$386,000 funded through Mental Health Federal Funding for a total of \$1,003,580
FY 2021/22	\$438,82 – Pandemic reduced need for safety services in the short-term, so funding was reallocated to other divisional priorities
FY 2022/23	\$447,892 + additional \$376,000 in ECC Priority Funding to cover Worrisome Online Behaviour Reports for a total of \$823,892

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MINISTRY OF EDUCATION AND CHILD CARE  
DECISION BRIEFING NOTE

**DATE:** April 11, 2023  
**CLIFF:** 289091

**PREPARED FOR:** Christina Zacharuk, Deputy Minister – **FOR DECISION**

**SUBJECT:** *erase*: Student Safety Services

**PURPOSE:** Seek decision on an extension to the current student safety services Agreement

**BACKGROUND:**

- *erase* (Expect Respect and a Safe Education) has been the Ministry of Education and Child Care's (the Ministry's) lead initiative to address bullying and harmful behaviours since 2012.
- The Ministry currently holds a service agreement with Safer Schools Together (SST), a subject matter expert service provider, to deliver key *erase* supports. This agreement is set to expire August 31, 2023.
- An Notice of Intent (NOI) was used to award the current Agreement in 2018, with no unresolved objections. The maximum term was stated until June 2023, and then maximum amount available was \$4.25 million.
- The Ministry is procuring for a new Agreement for safety services (Attachment 1: 233268-DBN-DM Safety Services) via a Request for Proposal (RFP) process, set to be issued in May 2023.

**DISCUSSION:**

- The RFP was intended to be issued in March 2023, with a service provider selected and updated Agreement in place for September 1, 2023.

s.13; s.14

- Any delay between the current service Agreement and a new Agreement presents a significant safety risk, recognizing safety incidents can impact any school at any time, and multiple schools can be experiencing safety issues at the same time. The subject matter expertise and capacity required to support threat risk assessment and critical incident response is beyond the scope, knowledge and capacity of the Ministry and school districts/independent school authorities.
- There is a need to determine a course of action to prevent a gap between safety service Agreements.

s.13



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s.13 ; s.17

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s.13

MINISTRY OF EDUCATION AND CHILD CARE  
DECISION BRIEFING NOTE

**DATE:** February 24 , 2023  
**CLIFF:** 255268

**PREPARED FOR:** Christina Zacharuk, Deputy Minister – **FOR DECISION**

**SUBJECT:** *erase*: Student Safety Services

**PURPOSE:** Procurement – Decision requested by February 2023.

**BACKGROUND:**

- *erase* (Expect Respect and a Safe Education) has been the Ministry of Education and Child Care's (the Ministry's) lead initiative to address bullying and harmful behaviours since 2012. The original key elements and 2018 strategic goals are included as Appendix 1. The key *erase* supports currently funded by the Ministry are included as Appendix 2.
- From 2012 to present, the Ministry has held two agreements with TC Safer Schools Together (SST), a subject matter expert service provider, to deliver key *erase* supports. The current agreement is included as Attachment 1. The history of agreements is included as Appendix 3, with annual spend in Appendix 4. **s.13; s.17**
- The Ministry also funded Worrisome Online Behaviour Reports (WOBS) and parent/student sessions for the 2022-23 school year (Attachment 2).

**DISCUSSION:**

- Student safety continues to be a prominent issue facing the education sector, with ongoing need for support. This has been exacerbated by the pandemic and the resulting impact on child and youth mental health. For example, since 2019, use of safety critical incident supports has significantly increased (Appendix 6).
- Safety incidents can impact any school at any time, and multiple schools can be experiencing safety issues at the same time. The subject matter expertise and capacity required to support threat risk assessment and critical incident response is beyond the scope, knowledge and capacity of the Ministry and school districts/independent school authorities.
- While transitioning responsibility for providing supports to school districts and independent school authorities has been a long-standing *erase* strategic goal, based on current sector capacity, the Ministry continues to be best suited to fund and lead provincial student safety supports.
- Looking forward, there is interest in ensuring *erase* supports continue to focus on preventing and responding to bullying and worrisome behaviour, including serious safety incidents (e.g., threats of gang, gun or other violence) while incorporating supports, information and perspectives aligned with current government and sector priorities, including mental health, anti-racism, reconciliation and gender-based violence.

**s.13**

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## **Appendix 1: *erase* Strategy Key Elements**

### **10 Key Elements (as outlined in 2012)**

1. A five-year, multi-level training program for educators and community partners to help them proactively identify and address threats.
2. An anonymous online reporting tool for students.
3. Dedicated safe school coordinators in every school district.
4. Stronger codes of conduct for schools.
5. Provincial guidelines for threat assessments.
6. New online resources for parents.
7. Formal protocols to guide and co-ordinate the work of school and community partners.
8. A provincial advisory committee with representatives from police, school and social agency partners.
9. Focusing one of the existing six provincial teacher professional development days on anti-bullying.
10. Anti-bullying and threat assessment training for pre-service teachers.

### ***erase* Strategic Goals (as outlined in 2018)**

- Increase capacity within school districts/regions to prevent and respond to student safety issues
- Enhance social/school connectedness
- provide accessible and relevant training, as well as resources and services for schools/districts that are responsive and reflective of trends, best practice and needs,
- Increase supports for vulnerable populations (eg. Indigenous, LGBT2SQ+, and children in care).
- Increase awareness and use of ERASE resources (eg. website, reporting tool).
- Strengthen partnerships and coordination between government agencies, contractor(s), schools/school districts, families, health/CYMH, justice system, and community organizations

## **Appendix 2 – Current Key *erase* Supports**

- Critical incident support: 24/7 availability of trained subject matter experts to support schools in preventing and responding to safety incidents.
- A multi-level training program for educators and community partners to create safe school cultures, prevent bullying, undertake violence and threat risk assessment, and to improve multi-agency collaboration. To date over 25,000 educators and partners have been trained.
- The [Report It](#) anonymous online tool to report bullying and worrisome behaviour.
- Worrisome Online Behaviour Reports: Monthly district reports on open-source social media content related to student and staff safety.
- Subject Matter Expertise: Supports development of provincial resources and tools.

### Appendix 3 – Funding of Agreements with Safer Schools Together for Safety Services

TC Safer Schools Together (SST) as been the contracted service provider for *erase* since 2012.

Agreement	Term	Total Funding Allotment	Agreement Type	Procurement Method
1	February 2012 to June 30, 2018	\$2.66M	GSA	Request for Proposal
2	July 1, 2018 to August 31, 2021	\$2.55M	GSA	Notice of Intent
	<i>Extension 1:</i> September 1, 2021 to August 31, 2022			
	<i>Extension 2:</i> September 1, 2022 to August 31, 2022			
	<i>February 2023 Amendment:</i> No change in term			
Total Amount Available Since February 2012				

s.13; s.17



**Appendix 4 – Annual Spend for Safety Services (fiscal year, April - March)**

s.13; s.17

	Total Contract Maximum	Approximate Annual Maximum	Budget
2018-19	\$2,550,000	\$850,000	\$778,500
2019-20	\$2,550,000	\$850,000	\$717,000
2020-21	\$2,550,000	\$850,000	\$500,000
2021-22	\$3,550,000	\$500,000	\$425,392
2022-23	\$4,250,000 <sup>1</sup>	\$900,000	\$426,000 <sup>2</sup>

s.13; s.17

2: The initial budget was underestimated due to not including ~\$360,000 for Worrisome Online Behaviour Reports for 2022-23 School Year (funded through Priority Action Initiative) or critical incident overages.

3: Funding to contract end date August 30, 2023

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s.13 ; s.17

## Appendix 6 – Critical Incident Response Support Costs (past 3 years)

School Year (September- August)	# of Critical incidents
2019-20	377
2020-21	629
2021-22	1006
2022-23 (to Dec.31)	307

S.13; s.17

1. During the 2020-21 school year, significant public health measures were in place that limited youth interaction and school activities. This in turn reduced the number of safety incidents and use of critical incident supports.

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MINISTRY OF EDUCATION AND CHILD CARE  
**DECISION BRIEFING NOTE**

**DATE:** September 12, 2022  
**CLIFF:** 283593

**PREPARED FOR:** Christina Zacharuk, Deputy Minister – **FOR DECISION**

**SUBJECT:** Worrisome Online Behaviour Reports and Additional Training

**PURPOSE:** Seek additional funding for the 2022-23 fiscal year

**BACKGROUND:**

- Worrisome behaviours are those that cause concern for members of a school and/or police agencies because of their violent content. They may be an early warning sign of more serious high-risk behaviours. Worrisome Online Behaviour Reports (WOBs) report on open-source (i.e., public) social media content, and seek to identify potential risks or threats (both to self and to others) in near real-time, allowing for proactive intervention.
- A key principle of school violence prevention is “the better the data, the better the assessment”. WOBS provide a key data source for Safe School Coordinators, school Violence Threat Risk (VTRA) teams, and TC Safer Schools Together (SST).
- Since 2019/20, the Ministry of Public Safety and Solicitor General (PSSG) has funded SST, the Province’s contracted subject matter expert on school safety and violence prevention, to provide monthly WOBS to all school districts during the school year (September to June) as part of their efforts to address gang and gun violence awareness and prevention.
- SST also offers sessions directly to parents and students, focused on preventing cyberbullying and sextortion. These support the sector request for safety information to also be delivered to parents and student directly.
- Learning Division plans to complete a competitive procurement process for school safety services beginning in the 2023-24 school year.
- There was a marked increase in student safety concerns in the 2021/2022 school year.

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**DISCUSSION:**

- PSSG notified SST and ECC staff in late August 2022 that they will not extend funding for WOBS for the 2022-23 school year.
- PSSG supports are focused on gang and gun violence prevention. They ceased funding WOBS to focus on supports identified by the sector as most impactful in preventing and addressing gang and gun violence: mentorship grants and critical incident support.
- Learning Division has directed SST to complete WOBS for the month of September, funded through our existing service contract.
- As WOBS only report on open-source social media content, they do not reflect all worrisome online behaviour (e.g., content that is shared on private accounts). As such, the level of information they provide can vary month to month and between districts.

s.13

- SST has provided a cost estimate of \$360K to complete WOBs for the 2022-23 school year.
- Additional funding can also be used to increase student and parent sessions to the recommended number based on SST monitoring of data (including noted rise in cyberbullying and sextortion). Sessions will include focus on consent/reducing sexualized violence. Each student session can reach up to 2,000 students.

#### **OPTIONS:**

##### **Option 1: Fund WOBs for all school districts for the 2022-23 school year. Provide extra sessions for students/parents.**

**Pros:** Districts continue to receive valued safety support. Provincial dataset continued. Provides long lead time for districts to determine if they will purchase WOBs for the 2023-24 school year covering Fiscal 2022/23.

**Cons:** Prolongs expectation that the Province will fund WOBs on an ongoing basis.

##### **Option 2: Fund WOBs 20 high priority school districts, co-identified by ECC and SST, for the 2022-23 school year. Provide extra sessions for students/parents.**

**Pros:** Focuses support on areas where high-risk behaviour is most likely to occur.

**Cons:** Worrisome online behaviour can happen anywhere, so may miss opportunity for proactive intervention in districts not identified as high priority.

##### **Option 3: Notify school districts that they are responsible for purchasing WOBs as of October 2022. Do not offer extra student/parent sessions.**

**Pros:** ECC can direct available funds to other priority projects.

**Cons:** Districts not given adequate notice that provincial support for WOBs is ending. As its unlikely all districts will independently purchase WOBs, increased risk of some high-risk behaviour not being identified, and proactive intervention missed.

#### **FINANCIAL IMPLICATIONS:**

Option 1: \$376,000 in one-time funding is required.

#### **INFORMATION TECHNOLOGY AND PRIVACY IMPLICATIONS:**

There are no new information technology or privacy implications.

#### **RECOMMENDATION:**

Option: 1



**Approved/Not Approved**

Christina Zacharuk

Deputy Minister of Education and Child Care

October 04, 2022

Date Signed

**Program ADM/Branch:** Jennifer McCrea / Learning Division

**Program Contact (for content):** Christie Docking / 250-952-1956

**Drafter:** Christie Docking

**Date:** September 12, 2022

Activity/Outcome/Recipient	STOB	2022/23	2023/24	2024/25
		Amount \$	Amount \$	Amount \$
Worrisome Online Behaviour Reports (WOBs)	60	360,000	0	0
Student and Parent Safety Sessions	60	16,000	0	0
<b>Total</b>		<b>376,000</b>	<b>0</b>	<b>0</b>

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# SAFER SCHOOLS TOGETHER LTD.



<i>For Administrative Purposes Only</i>	
<i>Ministry Contract No.:</i> _____ <i>Requisition No.:</i> _____ <i>Solicitation No.(if applicable):</i> _____ <i>Commodity Code:</i> _____	<b><i>Financial Information</i></b>  <i>Client:</i> _____ <i>Responsibility Centre:</i> _____ <i>Service Line:</i> _____ <i>STOB:</i> _____ <i>Project:</i> _____
<b><i>Contractor Information</i></b>  <i>Supplier Name:</i> _____ <i>Supplier No.:</i> _____ <i>Telephone No.:</i> _____ <i>E-mail Address:</i> _____ <i>Website:</i> _____	<i>Template version: July 31, 2017</i>

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**SCHEDULE A – SERVICES**

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- Part 4 - Key Personnel

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**SCHEDULE D – INSURANCE**

**SCHEDULE E – PRIVACY PROTECTION SCHEDULE**

**SCHEDULE F – ADDITIONAL TERMS**

**SCHEDULE G – SECURITY SCHEDULE**

THIS AGREEMENT is dated for reference the 1<sup>st</sup> day of September, 2018.

BETWEEN:

TC SAFER SCHOOLS TOGETHER LTD. (the "Contractor") with the following specified address and email address:  
14788 Russell Ave  
White Rock, BC V4B 2P2  
theresa@saferschoolstogether.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:  
P.O Box 9887 Stn Prov Gov  
Victoria, British Columbia V8W 9T6  
Fax: 250-356-0171

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

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

## 1 DEFINITIONS

### General

1.1 In this Agreement, unless the context otherwise requires:

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

### Meaning of "record"

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

## 2 SERVICES

### Provision of services

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

#### Term

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

#### Supply of various items

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

#### Standard of care

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

#### Standards in relation to persons performing Services

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

#### Instructions by Province

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

#### Confirmation of non-written instructions

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

#### Effectiveness of non-written instructions

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

#### Applicable laws

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

### 3 PAYMENT

#### Fees and expenses

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

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

- (c) any applicable taxes payable by the Province under law or agreement with the relevant taxation authorities on the fees and expenses described in paragraphs (a) and (b).

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

#### Statements of accounts

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

#### Withholding of amounts

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

#### Appropriation

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

#### Currency

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

#### Non-resident income tax

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

#### Prohibition against committing money

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

#### Refunds of taxes

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

## 4 REPRESENTATIONS AND WARRANTIES

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

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

## 5 PRIVACY, SECURITY AND CONFIDENTIALITY

### Privacy

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

### Security

5.2 The Contractor must:

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

### Confidentiality

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

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



#### Public announcements

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

#### Restrictions on promotion

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

### 6 MATERIAL AND INTELLECTUAL PROPERTY

#### Access to Material

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

#### Ownership and delivery of Material

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

#### Matters respecting intellectual property

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

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

#### Rights in relation to Incorporated Material

- 6.4 Upon any Incorporated Material being embedded or incorporated in the Produced Material and to the extent that it remains so embedded or incorporated, the Contractor grants to the Province:
- (a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to exercise, in respect of that Incorporated Material, the rights set out in the *Copyright Act* (Canada), including the right to use, reproduce, modify, publish and distribute that Incorporated Material; and
  - (b) the right to sublicense or assign to third-parties any or all of the rights granted to the Province under section 6.4(a).

### 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 loss, claim (including any claim of infringement of third-party intellectual property rights), damage award, action, cause of action, cost or expense 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, (each a "Loss") to the extent the Loss is directly or indirectly caused or contributed to by:
- (a) 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; or
  - (b) any representation or warranty of the Contractor being or becoming untrue or incorrect.

### Insurance

- 9.2 The Contractor must comply with the Insurance Schedule 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 embargo

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

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

#### Consequence of Event of Force Majeure

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

#### Duties of Affected Party

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

### 11 DEFAULT AND TERMINATION

#### Definitions relating to default and termination

11.1 In this section and sections 11.2 to 11.4:

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

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

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

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

#### Province's options on default

11.2 On the happening of an Event of Default, or at any time thereafter, the Province may, at its option, elect

to do any one or more of the following:

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

#### Delay not a waiver

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

#### Province's right to terminate other than for default

- 11.4 In addition to the Province's right to terminate this Agreement under section 11.2(c) on the happening of an Event of Default, the Province may terminate this Agreement for any reason by giving at least 90 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 Mediate BC 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 *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 or email to the addressee's email address 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 or obligations under this Agreement without the Province's prior written consent. Upon providing written notice to the Contractor, the Province may assign to any person any of the Province's rights under this Agreement and may assign to any "government corporation", as defined in the *Financial Administration Act*, any of the Province's obligations under this Agreement.

### 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 subject to any applicable limitation period prescribed by law, 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.
- 13.12.1 The Contractor must seek approval for an individual to perform the Services described in Schedule A prior to the provision of those Services, which approval must include a statement of the individual’s qualifications.

#### Pertinent information

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

#### Conflict of interest

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

#### Time

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

#### Conflicts among provisions

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

#### Agreement not permit nor fetter

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

#### Remainder not affected by invalidity

- 13.18 If any provision of this Agreement or the application of it to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired and will be valid and enforceable to the extent permitted by law.

#### Further assurances

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

#### Additional terms

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

#### Governing law

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

### 14 INTERPRETATION

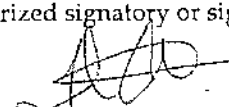
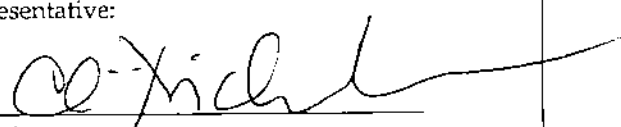
14.1 In this Agreement:

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

### 15 EXECUTION AND DELIVERY OF AGREEMENT

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

The parties have executed this Agreement as follows:

<p>SIGNED on the <u>31st</u> day of <u>August</u>, 20<u>18</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>Theresa Campbell</u></p> <p>Print Name(s)</p> <p><u>President</u></p> <p>Print Title(s)</p>	<p>SIGNED on the <u>31</u> day of <u>August</u>, 20<u>18</u> on behalf of the Province by its duly authorized representative:</p> <p></p> <p>Signature</p> <p><u>Chae Nicholls</u></p> <p>Print Name</p> <p><u>Executive Director</u></p> <p>Print Title</p>
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## SCHEDULE A – SERVICES

### PART 1. TERM

- 1.1 Subject to section 2 of this Part 1, the term of this Agreement commences on September 1, 2018 and ends on August 31, 2021.
- 1.2 At the sole discretion of the Province, the term of this Agreement may be extended for up to two additional one-year terms.

### PART 2. SERVICES

#### 2.1 Background

The Ministry of Education is responsible for providing leadership and funding to the British Columbia (BC) K-12 education system through governance, legislation, policy and standards. The vision for the K-12 education system is that it will enable the success of all students, regardless of their background or where they live, by fostering their intellectual, human, social and career development. This is achieved through high educational standards, increasingly personalized and flexible student-centered learning, a focus on quality teaching and learning, long-term future orientation, and inclusive and effective learning environments that maximize student potential.

The Ministry is responsible for the provincial strategy to enhance student safety and wellness, known as *Expect Respect And a Safe Education* ("ERASE"). ERASE was first implemented in the 2012-13 school year and included 10 key components:

- A five-year, multi-level training program for educators and community partners to help them proactively identify and address threats.
- New online tools, including a Smartphone app, for kids to report bullying anonymously.
- Dedicated safe school coordinators in every school district.
- Stronger codes of conduct for schools.
- Provincial guidelines for threat assessments.
- New online resources for parents.
- Formal protocols to guide and co-ordinate the work of school and community partners.
- A provincial advisory committee with representatives from police, school and social agency partners.
- Focusing one of the existing six provincial teacher professional development days on anti-bullying.
- Anti-bullying and threat assessment training for pre-service teachers.

The Minister is entering into this Agreement with the Contractor for subject matter expertise and service delivery in support of the provincial safety and wellness strategy.

#### 2.2 Outputs

The Contractor must provide the following services:

##### 2.2.1 Subject Matter Expertise

- (1) The Contractor must provide subject matter expertise to support the Province with ERASE strategy services as requested by the Province from time to time. Subject matter expertise includes, but is not limited to:
- (a) advising the Province on its provincial safety and wellness strategy;

- (b) advising the Province on the ERASE marketing and promotion strategy;
  - (c) developing content for inclusion in
    - the provincial guidelines for threat assessments
    - the ERASE website
    - online training courses
    - educator resources such as guidelines, checklists, and strategies; and,
  - (d) developing content and participation in events coordinated by the Province.
- (2) Unless otherwise agreed to in writing, within 5 days of a request to provide the services described in this paragraph, the Contractor must prepare and submit a work plan to the Province that sets out:
    - (a) an estimated timeline for completion,
    - (b) total estimated hours, and
    - (c) total estimated cost to the Province.
  - (3) The Contractor must not begin providing the services described in this paragraph until the Province has provided written approval of the work plan.
  - (4) The services described in this paragraph may only be provided by Key Personnel, or by a person who is qualified as a Subject Matter Expert Professional, Class 1 or Class 2, or a Subject Matter Expertise Associate in accordance with Appendix 1.

#### **2.2.2 Critical Incident Advisory and Support Services**

- (1) The Contractor must provide critical incident advisory and support services upon request by the Province, a board of education, an independent school authority, or a First Nations school. The Contractor must respond within 2 hours of being contacted regarding a critical incident.
- (2) Critical incident advisory and support services include, but are not limited to:
  - (a) advising boards of education on the Violence Threat Risk Assessment (VTRA) Protocols;
  - (b) facilitating a coordinated response among multiple stakeholders, which may include safe school coordinators, school teachers and administrators, local government and police departments, and the Ministry of Children and Family Development;
  - (c) notifying the Province of a critical incident that may require action (e.g. media involvement);
  - (d) reviews of incidents or allegations, on behalf of the Province, boards of education, independent schools, or First Nations schools;
- (3) The Contractor will manage a secure database to track and manage critical incidents and will provide the Province with real-time, roles-based and secure access to the aggregated data.
- (4) The services described in this paragraph may only be provided by Key Personnel, or by a person who is qualified as a Subject Matter Expert Professional, Class 1 or Class 2, or a Subject Matter Expertise Associate in accordance with Appendix 1.

#### **2.2.3 Training**

- (1) Upon receiving a request under this paragraph, the Contractor must deliver the training program requested.
- (2) The Contractor agrees to provide the following training programs for number of participants indicated:
  - (a) Ensuring Safe and Caring School Communities (60 to 100 participants)

- (b) Modified Ensuring Safe and Caring School Communities Webinar (TBD – dependent on webinar server capacity)
  - (c) Basic Digital Threat Assessment (36 to 50 participants)
  - (d) Basic Digital Threat Assessment Refresher Webinar (TBD-dependent on webinar capacity)
  - (e) Advanced Digital Threat Assessment (36 to 50 participants)
  - (f) Basic Violence Threat Risk Assessment (48 to 80 participants)
  - (g) Basic Violence Threat Risk Assessment Refresher Webinar (TBD – dependent on webinar server capacity)
  - (h) Advanced Violence Threat Risk Assessment (48 to 80 participants)
  - (i) Train the Trainer - Ensuring Safe and Caring School Communities (48 to 80 participants)
  - (j) Train the Trainer – Basic Digital Threat Assessment (36 to 50 participants)
  - (k) Traumatic Event Systems (TES) (60 to 80 participants)
- (3) Despite not having the minimum number of participants indicated in (2), the Province may require that the Contractor deliver the training program.
  - (4) The Contractor must deliver the training program at the time and place requested by the Province and to the number of participants indicated.
  - (5) The Contractor must provide the course content, training materials and equipment necessary to deliver the training program.
  - (6) The Contractor is responsible for making their own travel arrangements.
  - (7) The training program may only be delivered by qualified personnel, as set out in Part 4 – Key Personnel, or by a person who is qualified in accordance with the terms set out in Appendix 2.
  - (8) The Contractor will make training materials and content available in English and French, and ensure content uses terminology consistent with that of other Province documents, Termium and the Lexicon(s) published by the Province, which are available on the following websites:
    - <http://www2.gov.bc.ca/gov/content/education-training/ways-to-learn/french-programs>
    - <http://www.bced.gov.bc.ca/sco/resources.htm>
  - (9) In developing course content and training materials, the Contractor must
    - (a) accommodate local solutions and/or existing procedures within school districts,
    - (b) rely on industry best practice, and
    - (c) include checklists and easy to follow procedures that will enable school and district teams to accurately conduct school safety activities.
  - (10) The Contractor acknowledges that participants in each training program will be requested to evaluate the course based on the learning outcomes set out in Appendix 2. The Contractor will support with distributing the evaluation materials or links to participants at the request of the Province.
  - (11) The Contractor will conduct a comprehensive pre-test at the beginning of the Train the Trainer session and a comprehensive post-test in which participants must achieve an 80% minimum score to achieve certification.
  - (12) The Contractor will provide the Province, on a semi-annual basis, with a list of certified trainers in each district.

## 2.2.4 Branding and Social Media

- (1) The Reporting Tool and all content and materials that are developed for public use through services in this Agreement will include the ERASE (Expect Respect and A Safe Education) logo and the BC Mark. Information about the requirements of Government of B.C. Marks can be found at
  - [http://www.corporate.gov.bc.ca/print-ads/Govt\\_of\\_BC\\_Logos/BCID.html](http://www.corporate.gov.bc.ca/print-ads/Govt_of_BC_Logos/BCID.html)
- (2) All branded content and materials are required to be consistent with the Province's BC Corporate Identity Program (BC ID) requirements, and will require review and written approval by the Province and Government Communication and Public Engagement. The Contractor may need to revise the course content and materials based on these reviews. Information about the BC ID Program can be found at
  - [http://www.bcid.gov.bc.ca/BCID\\_intro.html](http://www.bcid.gov.bc.ca/BCID_intro.html)
- (3) The Contractor will work with the Province to implement a Provincial marketing and promotion strategy. The Province will be responsible for developing and coordinating the marketing and promotion strategy.
- (4) The Province will retain ownership and administrative roles of all ERASE branded social media accounts. The Contractor will be given publisher access to the accounts to post on the Province's behalf.
- (5) The Contractor will submit social media posts and monitor social media activity on ERASE branded social media accounts, including Facebook, Twitter, Instagram and Snapchat, as part of the ERASE marketing and promotion strategy.

#### 2.2.5 ERASE Reporting Tool

- (1) The Contractor must customize, host and maintain an online reporting tool, in both English and French, which will be accessible by students of public schools, independent schools and First Nations schools to enable student users to report on bullying or other safety concerns.
- (2) The Contractor must host the reporting tool at an URL provided by the Province.
- (3) The Contractor must make the English version of the Reporting Tool available for student use no later than September 4, 2018, and throughout the Term.
- (4) The Contractor must make the French version of the Reporting Tool available for student use no later than November 15, 2018, and throughout the Term.

#### (A) Reporting Tool Technical Requirements

- (1) The Contractor must provide a Reporting Tool that is compatible with common web browsers, including IE7+, Mozilla Firefox 3.0+, Safari 4+, Opera 9+, and Google Chrome.
- (2) The Contractor must create a low-bandwidth version of the Reporting Tool that is compatible with mobile browsers, including those provided on the iOS (iPad & iPhone), Android, Blackberry, and Windows Mobile platforms.
- (3) The Contractor must provide a Reporting Tool that complies with the most current version of Web Content Accessibility Guidelines (<http://www.w3.org/TR/WCAG/>) (currently 2.1), to increase accessibility for people with disabilities, including those with blindness and low vision, deafness and hearing loss, learning disabilities, cognitive limitations, limited movement, speech disabilities, photosensitivity and combinations of these.
- (4) The Contractor must provide a Reporting Tool that meets the standards set in *Freedom of Information and Protection of Privacy Act*, including:
  - (a) servers for the Reporting Tool, including any back-up servers, must be located in Canada and no data will be routed outside of Canada;

- (b) backups of the data must be stored at the primary server location and transmit the data to a server residing at the secondary server location;
  - (c) a backup must occur at 24 hour intervals or at another interval mutually agreed upon by the Province and the Contractor;
  - (d) a privacy breach protocol must be in place, outlining the responsibility of users and custodians of the personal information. A clear and concise management process will be in place in order to respond to privacy/security breaches. Individuals and their responsibilities will be clearly identified to avoid delays in responding.
- (5) The Contractor must maintain the Reporting Tool to ensure that it has the capacity to support province-wide use of the tool.
- (6) The Contractor must notify the Province in advance of regularly scheduled maintenance, which must occur only during periods of expected low usage and, if maintenance requires downtime, a notification of the downtime will be
- (a) posted on the main website ahead of time, and
  - (b) email messages will be sent to Safe School Coordinators.
- (7) The Contractor must only perform major system updates outside of office hours (8:30 – 4:30, Monday to Friday), or any other time when system load is expected to be low, in order to minimize downtime. In the event that system updates are required to be performed during office hours, the services will be hosted on the secondary servers until the upgrades are complete.

#### **(B) Reporting Tool Business Requirements**

- (1) The Contractor must provide and maintain a Reporting Tool that:
- (a) enables users to confidentially and anonymously submit User Reports via web browser, including eliminating log-in or account requirements;
  - (b) provides the following information or requires the following information from users prior to submission of a User Report:
    - (i) an acknowledgement that the submission of false User Reports may be public mischief which is a criminal offense;
    - (ii) consent for disclosure of personal information submitted as required under the *Freedom of Information and Protection of Privacy Act*.
    - (iii) advises users to call 911 or in emergency situations;
    - (iv) advises users that B.C. law requires Boards of Education to report instances of potential criminal activities, instances of sexual and/or physical abuse to the appropriate authority.
  - (c) has a defined template for submissions, including:
    - (i) auto-populating the date and time the report was submitted;
    - (ii) smart auto-fill feature of BC schools and cities;
    - (iii) drop-down menu for the type(s) of report (e.g., bullying, threats, vandalism);
    - (iv) an open field for the description of what is being reported;
    - (v) optional fields for the User to report:
      - Name of person(s) causing offence;
      - When and where did/will the incident occur;
      - Whether the User would like to be contacted. The Reporting Tool will require the User to provide the following information if they would like to be contacted:

- User's first name,
  - User's last name, and
  - User's contact information;
- (d) informs users after submission that additional information can be found at <http://erase.gov.bc.ca>
- (e) automatically and immediately routes User Reports to the appropriate School Safe School Coordinator;
- (f) must not send User Reports to the Province;
- (g) provides real-time, roles-based and secure access to the aggregated data and to the User Reports, including:
  - (i) allows the Province online access to view, rank, search and sort summary statistics at the provincial and district level (e.g., number of User Reports by school district, types of incidents reported), but not access User Reports, and
- (h) provides regular and on-request reports of aggregate data to School/School District Safe School Coordinators (e.g., number of User Reports by school and district, types of incidents reported);
- (i) allows users to extract data and reports in .pdf or .csv format;
- (j) meets the Province's approval for look-and-feel customizations, such as use of graphics, logos, colours, and font to ensure consistency with the ERASE brand strategy; and
- (k) has a communication section that advises Users about tool availability, planned maintenance or other service closures or disruptions.

### **(C) Reporting Tool Support Services**

- (1) The Contractor must provide user support to the Reporting Tool by providing helpdesk support as follows:
  - (a) a toll-free phone number and e-mail that is regularly monitored and responded to from 8:30 am to 4:30 pm Pacific Standard Time, Monday to Friday, excluding B.C. statutory holidays, and
  - (b) initial response to helpdesk inquiries within 2-hours, during regular helpdesk hours.
- (2) The Contractor must maintain user access and routing rules using up-to-date lists of District Safe School Coordinators and Superintendents (or other contact as designated by district Superintendent), provided by the Province, to ensure User Reports and alerts are sent to the appropriate contacts.
- (3) The Contractor must ensure access and routing rules are updated within 2 working day of receiving an update from the Province.
- (4) The Contractor must provide user guides for the Reporting Tool, which will include online tutorials and electronic resources and guides for various users, including students, parents, school and District staff, and Ministry staff.
- (5) The Contractor must provide user resources specific to the School Safe Coordinator role, including:
  - (a) use, functionality and accessibility of the Reporting Tool;
  - (b) roles and responsibilities and suggested protocols in responding to student submissions; and
  - (c) guidelines on how to promote and integrate the Reporting Tool as part of the school's student safety strategy.
- (6) The Contractor must provide an online user guide in English no later than September 4, 2018, and must keep it up to date throughout the Term of the Agreement.
- (7) The Contractor must provide online user guide in French no later than November 15, 2018, and must keep it up to date throughout the Term of the Agreement.

## 2.3 Inputs

- (1) The Contractor must provide the necessary resources, including qualified staff, facilities, and equipment, to perform the Services.
- (2) Upon request, the Province will provide to the Contractor up to date lists of all public, independent and First Nations schools, District Safe School Coordinators, and other individuals identified as safe school coordinators.

## 2.4 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:

- Safe and effective learning environments for all students;
- Increased capacity (knowledge, skills, attitudes, resources) among school district staff (including school administrators and educators), parents and students to prevent and respond to student safety issues;
- Enhanced social/school connectedness for students, families, school staff and community partners;
- Accessible (e.g., online/webinar) and relevant training, resources and services that are responsive and reflective of trends, best practice and school and district needs;
- Increased supports for vulnerable student populations, including First Nations students, lesbian/gay/bisexual/transsexual/queer students, and children in care;
- Increased awareness and use of ERASE resources;
- Strengthened partnerships and coordination between the Province, the Contractor, schools, school districts, families, the health sector, child and youth mental health services, the justice sector, and community organizations that includes
  - effective communication between the Province, the Contractor, schools and school districts that is clear, timely, and consistent;
  - consistent information sharing and coordinated response across sectors regarding student safety issues/incidents that encompasses public, independent and First Nations schools; and
  - improved interventions and follow up

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

## 2.5 General Reporting requirements

- (1) The Contractor will submit, in a form satisfactory to the Province:
  - (a) A biannual report with the aggregated data and trends of the Reporting Tool, including:
    - Number of reports received – total and by month
    - Number of reports received per report category (bullying/threat of physical abuse/ vandalism/ threat of school attack/ etc.)
    - Number of reports received from public vs. independent vs. First Nations schools
    - Percentage of reports from anonymous user
  - (b) A biannual report with the aggregated data and trends of the Contractor's Critical Incident Advisory and Support Services, including:
    - Number of reports received – total and by month
    - Number of reports received per report category (bullying/threat of physical abuse/ vandalism/ threat of school attack/ etc.)

- Number of reports received from public vs. independent vs. First Nations schools
- (c) A biannual report with summary data and trends of ERASE social media activity managed by the Contractor, including:
  - Number of social media posts, by social media platform
  - Audience growth rate indicators (e.g. number of new followers) by social media platform
  - Audience engagement indicators (e.g. number of “likes”, “shares”, “retweets”) by social media platform

**PART 3. RELATED DOCUMENTATION:**

The following are Appendices to this Schedule A:

**Appendix 1 – Subject Matter Expertise/ Critical Incident Advisory and Support Services Qualifications and Responsibilities**

**Appendix 2 – Instructor Credentials**

**Appendix 3 - Training Course Descriptions**

**PART 4. KEY PERSONNEL:**

The Key Personnel of the Contractor are as follows:

Subject Matter Expert Professionals:

- Theresa Campbell
- J. Kevin Cameron
- Sam Jingfors

Subject Matter Expert Associate:

- Sherri Mohoruk



## APPENDIX 1

### Subject Matter Expertise/ Critical Incident Advisory and Support Services Qualifications and Responsibilities

#### 1. Subject Matter Expert Professional - Class 1

- Minimum eight years experience in supporting schools/school districts regarding school safety matters
- Nationally/internationally recognized expert, and skilled trainer and presenter on student safety matters including: school climate/culture and connectedness, mental wellness, violence threat risk assessment including digital threat assessment, social media and online investigations, trauma response and gang associated behaviour
- Board certified Expert in Traumatic Stress, Diplomat, and member of American Academy of Experts in Traumatic Stress
- Develops and delivers multi-level training for the ERASE Strategy
- Provides initial critical incident response, management and assessment plans for violence threat assessment, trauma and gang associated behavioural incidents

#### 2. Subject Matter Expert Professional - Class 2

- Minimum eight years experience in supporting schools/school districts regarding school safety matters
- Social media and online investigations expert
- Trained in violence threat risk assessment
- Demonstrated experience delivering international threat assessment training
- Develops and delivers training sessions and presentations on Basic, Advanced and Specialized Digital Threat Assessment
- Provides critical incident assessment and response

#### 3. Subject Matter Expert Associate

- Extensive background/expertise in providing direct support to schools/school districts regarding school safety matters, critical incidents and trauma response
- Trained in Violence Threat Risk Assessment and Traumatic Events Systems
- Supports policy, protocol and training material development and review
- Provides liaison role between the Ministry of Education and Safer Schools Together
- Lead role in providing ongoing consultation and direct support to schools and school districts in response to critical incidents

#### 4. Threat Analysts

- Exceptional technical computer knowledge and working knowledge of Canadian Criminal Code
- Trained in Violence Threat Risk Assessment and online investigations
- Must pass rigorous performance tests and assignments prior to being hired by the Contractor
- Receives extensive in-house training from the Contractor's social media management response team

## APPENDIX 2

### Instructor Credentials

Training Course	Qualifications
<b>Ensuring Safe and Caring School Communities</b>	<p>Instructors should have a Bachelor's Degree or better in Education, Psychology, or Counselling and 3 or more year's demonstrated experience working in a field related to youth and youth issues, particularly in the areas of school and student violence and the prevention of bullying, child and youth mental health, and gang violence; instructors without a degree should have 8 or more years of demonstrated working experience in these areas.</p> <p>Additionally, Level 1 instructors should have:</p> <ul style="list-style-type: none"> <li>• Experience presenting on topics relating to children and youth;</li> <li>• Experience facilitating groups;</li> <li>• Experience with youth justice.</li> </ul>
<b>Basic Digital Threat Assessment (DTA)</b>	<p>Minimum Bachelor's University degree or 5+ years of demonstrated in a school or school safety environment</p> <ul style="list-style-type: none"> <li>• Trained in Violence Threat Risk Assessment and online information gathering techniques</li> <li>• Exceptional technical computer and social media knowledge</li> <li>• Demonstrated presentation skill set and ability to walk participants through the plethora of technical issues and questions that arise throughout a DTA training day</li> </ul>
<b>Advanced Digital Threat Assessment (DTA)</b>	<p>Minimum Bachelor's University degree or 5+ years of demonstrated in a school or school safety environment</p> <ul style="list-style-type: none"> <li>• Trained in Violence Threat Risk Assessment and online information gathering techniques</li> <li>• Exceptional technical computer and social media knowledge</li> <li>• Demonstrated presentation skill set and ability to walk participants through the plethora of technical issues and questions that arise throughout a DTA training day</li> <li>• Experience in delivering Basic Digital Threat Assessment training</li> </ul>

Training Course	Qualifications
<b>Basic Violence Threat Risk Assessment</b>	<p>Instructors should have a Bachelor's Degree or higher in Education, Psychology, or Counselling and 3 or more years demonstrated experience working in a field related to youth and youth issues, particularly in the areas of Bullying and the prevention of Bullying, child and youth mental health, violence threat risk assessment and gang violence; instructors without a degree should have 8 or more years demonstrated experience in these areas.</p> <p>Additionally, Level 2 instructors should have:</p> <ul style="list-style-type: none"> <li>• Experience with youth justice;</li> <li>• Experience presenting on topics relating to children and youth</li> <li>• Experience facilitating groups;</li> <li>• Experience working with Cross-Sector Teams, including education sector, mental health sector and policing sector;</li> <li>• Demonstrated ability to facilitate the development of Cross-Sector Teams;</li> <li>• Broad connections with community organizations;</li> <li>• Demonstrated expertise in school based Threat/Risk Assessment.</li> </ul>
<b>Advanced Violence Threat Risk Assessment</b>	<p>Instructors should have a Bachelor's Degree or higher in Education, Psychology, or Counselling and 5 or more years demonstrated experience working in a field related to youth and youth issues, particularly in the areas of Bullying and the prevention of Bullying, child and youth mental health, violence threat risk assessment and gang violence; instructors without a degree should have 8 or more year's demonstrated experience in these areas.</p> <p>Additionally instructors should have:</p> <ul style="list-style-type: none"> <li>• Experience presenting on topics relating to children and youth;</li> <li>• Experience facilitating groups;</li> <li>• Experience working with Cross-Sector Teams, including education sector, mental health sector and policing sector;</li> <li>• Demonstrated ability to facilitate the development of Cross-Sector Teams;</li> <li>• Broad connections with community organizations;</li> <li>• Demonstrated expertise in school based Threat / Risk Assessment;</li> <li>• Experience providing on-going consultation and support on high profile cases.</li> </ul>
<b>Traumatic Event Systems</b>	<ul style="list-style-type: none"> <li>• Instructors should have a Bachelor's Degree or higher in Education, Psychology or Counselling and : Minimum 10 years demonstrated systems experience working in a field related to Violence Threat Risk Assessment and trauma response Demonstrated experience managing and responding to high profile traumatic events</li> </ul>

Training Course	Qualifications
Train the Trainer – Ensuring Safe and Caring School Communities	<p>***In addition to the Ensuring Safe and Caring School Communities training qualifications***</p> <ul style="list-style-type: none"> <li>2+ years of demonstrated Ensuring Safe and Caring School Communities session delivery</li> </ul>
Train the Trainer – Basic Digital Threat Assessment	<p>***In addition to the Basic Digital Threat Assessment training qualifications***</p> <ul style="list-style-type: none"> <li>2+ years of demonstrated Digital Threat Assessment Basic session delivery</li> </ul>
Webinar	See qualifications above for relevant training qualifications

## APPENDIX 3

### Detailed Training Level Requirements

#### Ensuring Safe and Caring School Communities

This training session will be delivered as one six-hour face-to-face session.

##### **Learning Outcomes**

As a result of completing this training Participants should be able to:

- Translate policy into action by:
  - identifying relevant topics in school codes of conduct
  - making recommendations for appropriate updates in school codes of conduct
- Assess and improve school climate and culture through:
  - Ensuring a baseline of data regarding school safety
  - Proper documentation of incidences, interventions and preventative activities
- Identify appropriate actions to promote school connectedness with students, staff, parents and community partners
- Explain the role of school systems and their respective impact on safety
- Explain the importance of the physical school environment to ensure a safe education for students
- Select appropriate programs for prevention, promotion, and intervention utilizing provided criteria
- Explain personal responsibility and role to promote inclusiveness and acknowledge diversity
- Identify and apply appropriate and effective strategies and interventions to address mean behaviour, peer conflict and all forms of bullying
- Perform violence potential assessments in our schools
- Navigate social media and recognize the evolution of sexting behaviors
- Identify and apply strategies to promote positive mental health and well being
- Identify and apply strategies to ensure a trauma informed classroom environment

#### Modified Ensuring Safe and Caring School Communities Webinar

This training session will be delivered as one three-hour webinar.

##### **Learning Outcomes:**

As a result of completing this training Participants should be able to:

- Assess and improve school climate and culture
- Understand the role of school systems and the impact on safety
- Learn strategies to promote positive mental health and well being
- Learn strategies to ensure a trauma informed classroom environment

#### Basic Digital Threat Assessment

This training session will be delivered as one six-hour face-to-face session.

##### **Learning Outcomes:**

As a result of completing this training Participants should be able to:

- Describe the current state of affairs in social media from a safe schools perspective, including the impact of technology on student wellness,
- Identify the use, misuse, and associated risks of social media platforms for students.
- Discuss cyber \issues as they apply to students and schools
- Apply the theoretical foundations of Digital Threat Assessment
- Complete online verification and authentication of images
- Describe the vast data landscape from smartphones, search engines and social media
- Describe the how internet privacy settings work and how to support students in understanding and updating privacy settings.

#### **Basic Digital Threat Assessment Refresher Webinar**

This training session will be delivered as a one three-hour webinar.

##### **Learning Outcomes:**

As a result of completing this training Participants should be able to:

A refresher of fundamental knowledge concepts covered in Basic Digital Threat Assessment, including:

- A general update on the social media world and any recent important changes
- What we are continuing to see from a provincial and North American lens
- How social media continues to impact school safety, culture, and climate of our schools
- Online verification and authentication of images: utilizing reverse image search
- Best practices for online information gathering, documenting and screen capturing, privacy and staff protection of personal social media information

#### **Advanced Digital Threat Assessment**

This training session will be delivered as one six-hour face-to-face session

##### **Learning Outcomes**

As a result of completing this training Participants should be able to:

- See learning outcomes from Basic DTA
- Use the internet to complete detailed online searches
- Describe Twitter functionality and its use to support online threat assessment
- Leverage the school network infrastructure locally used devices to complete
- Describe the advanced internet subcultures and the issues associated with each
- Apply advanced online search techniques to identify safety concerns

#### **Basic Violence Threat Risk Assessment**

This training session will be a total of 12 hours delivered over 2 six-hour face-to-face sessions. Refresher sessions may be delivered as three-hour webinars.

## **Learning Outcomes**

As a result of completing this training participants should be able to:

- Explain the role of school systems and their respective impact on safety
- Explain the impact of trauma on systems (e.g. family, community, school, school districts)
- Identify the impact of individual student behavior within these systems
- Explain the key hypothesis in threat assessment
- Perform case analysis to identify promotion, prevention, or intervention to appropriately address the needs of students
- Describe the evolutionary process of violence and how they may apply this process to their school environment
- Identify critical periods pertaining to a threat of violence and appropriate interventions for each period
- Identify and address emerging risk factors
- Complete human target & site selection assessment
- Describe behavioral typologies
- Complete a violence threat/risk assessment and apply appropriate interventions to manage the situation
- Complete assessments and interventions of un-authored threats
- Apply appropriate crisis/trauma management “post-vention” to support the needs of students and school community after a crisis has occurred.

## **Basic Violence Threat Risk Assessment Refresher Webinar**

This training session will be delivered as one three-hour webinar. A prerequisite for participation in this course is successful completion of Basic Violence Threat and Risk Assessment.

### **Learning Outcomes:**

As a result of completing this training Participants should be able to:

- Understand and apply the 3 Stage - 6 step VTRA Model
- Apply best practice in data collection for Step 1 Process (PBA)
- Describe the 3 Key Hypotheses
- Apply Threat/Risk Assessment & Intervention Planning
- Complete a case scenario walk-through

## **Advanced Violence Threat Risk Assessment**

This training session will be a total of 12 hours delivered over 2 six-hour face-to-face sessions. A prerequisite for participation in this course is successful completion of Basic Violence Threat and Risk Assessment.

### **Learning outcomes**

As a result of completing this training Participants should be able to:

- Know how to create and maintain a successful Cross-Sector Team, including knowing:
  - who should be on a Cross-Sector Team;

- how to assemble a Cross-Sector Team and how to build relationships within the team;
  - what incidents/situations would cause the Cross-Sector Team to become involved;
  - how and when to gather data on students and how to share that data;
  - how to analyze and use data collected;
  - how to plan, implement, and follow up on student support programs;
  - what and how to report incidents, situations, support programs and results;
  - when to close a case or situation.
- Identify the similarities and difference between Hypothesis Development vs. Assessment and Conclusion
  - Identify the similarities and difference between Threat Assessment vs. Risk Assessment
  - Identify the similarities and difference between Assessing the Threat vs. Assessing the Threat Maker
  - Explain the four typologies of high risk individuals, and apply these to identification of students for prevention, promotion and intervention
  - Describe the functional domains
  - Complete a language analysis
  - General understanding of issues to be considered to make an appropriate referral for external supports
  - Explain the origin of traits
  - Describe emotional maturity and be able to assess the emotional maturity of students
  - Identify when a family assessment is required and refer to external supports
  - Describe the intent and process of a strategic interview and complete strategic interviews when required and appropriate
  - Attendees who successfully complete this training will be eligible for Canadian Centre for Threat Assessment and Trauma Response's VTRA train the trainer course

### **Train the Trainer (Ensuring Safe and Caring School Communities and Basic Digital Threat Assessment)**

Each Train the Trainer training session will be delivered as one six-hour face-to-face session.

In support of, or related to, this level of training, the Contractor will also:

- Ensure all course content and materials are able to accommodate local solutions and/or existing procedures for Ensuring Safe and Caring School Communities and Digital Threat Assessment within school districts.
- Ensure course content and materials are based on industry best practice.
- Develop an assessment tool to evaluate Participants on their knowledge of the course content and course learning materials.

#### **1) Train the Trainer - Ensuring Safe and Caring School Communities Learning Outcomes**

A prerequisite for participation in this course is successful completion of Ensuring Safe and Caring School Communities.

As a result of completing this training Participants should be able to:



- Deliver Ensuring Safe and Caring School Communities training sessions to other Participants.

## 2) Train the Trainer – Basic Digital Threat Assessment Learning Outcomes

A prerequisite for participation in this course is successful completion of Basic and Advanced Digital Threat Assessment.

As a result of completing this training Participants should be able to:

- Deliver Basic Digital Threat Assessment training sessions to other Participants.

## Traumatic Event Systems

This training session will be a total of 12 hours delivered over 2 six-hour days face-to-face sessions.

### **Learning Outcomes:**

- As a result of completing this training Participants should be able to:
- Understanding the theoretical foundation of the Traumatic Event Systems (TES) model
- Recommended TES team composition
- Practical application of the TES model
- Understanding trauma in Human Systems
- Understanding the relationship between the TES model and Violence Threat Risk Assessment (VTRA)
- Psychological First Aid
- Communication tools

## SCHEDULE B: FEES AND EXPENSES

### 1. MAXIMUM AMOUNT PAYABLE:

**Maximum Amount:** Despite sections 2 and 3 of this Schedule, \$2,550,000 is the maximum amount which the Province is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of any applicable taxes described in section 3.1(c) of this Agreement).

### 2. FEES:

The Province will pay the Contractor for Services, as described in Schedule A of this Agreement, based on the Fee Schedule set out in section 2.1. The Province may, at its discretion, adjust the Annual Maximum for any amount in the Fee Schedule.

#### 2.1 Fee Schedule

Services	Fees	Annual Maximum	Payment Schedule
Subject Matter Expertise, as described in Schedule A, Section 2.2.1	<p>Hourly rate, billed to the nearest 0.25 of an hour, based on the Subject Matter Expert Rate table (Section 2.2 (a) of this Schedule).</p> <p>In the event that Subject Matter Expertise Services exceed \$200,000 per annum, the Contractor will need express written consent of the Province before providing any additional Services. Additional services will be paid at based on the hourly rate, tracked to the nearest 0.25 of an hour, using the SME rate table below.</p>	\$200,000	Billed monthly, as per the Statement of Account
Critical Incident Advisory and Support Services, as described in Schedule A, Section 2.2.2	<p>Base fee of \$100,000 to ensure Contractor is available to provide advisory and support services at all times.</p> <p>The Contractor will track service requests from the Province, School Districts, Independent Schools or First Nations Schools, and draw-down from the \$100,000 based on the hourly rate, tracked to the nearest 0.25 of an hour, using the SME rate table below.</p>	\$100,000	Paid in monthly installments from September to June
	In the event the Critical Incident and Advisory Support Services exceed \$100,000, the Contractor will need the express written consent of the Province before providing any	At the discretion of the Province	Billed monthly, as per the Statement of Account

Services	Fees	Annual Maximum	Payment Schedule
	additional Services. Additional services will be paid based on the hourly rate, tracked to the nearest 0.25 of an hour, using the SME rate table below.		
Training Delivery, as described in Schedule A, Section 2.2.3	Flat fee based on the Training Delivery Rate Table (Section 2.2 (b) of this Schedule), including travel expenses, anywhere in BC	\$425,000	Billed monthly, as per the Statement of Account
Reporting Tool, as described in Schedule A, Section 2.2.5	Flat fee of \$90,000 per year	\$90,000	Paid in monthly installments (\$7,500 per month)
Social Media Posts and Monitoring, as described in Schedule A, Section 2.2.4	Flat fee of \$300 per month, based on the Threat Analyst rate in the Subject Matter Expertise Rate Table (Section 2.2 (a) of this Schedule).	\$3,600	Paid in monthly installments (\$300 per month)
Administration and Reporting Requirements, as described in Schedule A, Section 2.5	Flat fee of \$700 per month	\$8,400	Paid in monthly installments (\$700 per month)

## **2.2 Fee Rate Tables**

### **a) Subject Matter Expertise (SME) Rate Table**

**Fees:** at a rate as outlined in table below per hour for Subject Matter Expertise hours during the Term when the Contractor provides the Services.

Subject Matter Expert Service Level	Fee per hour
Subject Matter Expert Professional (Class 1 and Class 2)	\$275/hr
Subject Matter Expert Associate	\$170/hr
Threat Analyst	\$75/hr

### **b) Training Delivery Rate Table**

**Fees:** at a rate outlined in table below per-training-session price to deliver a live, face-to-face training session to participants [those that are signed up by the school/district] throughout B.C. provided by the Contractor. The following fee schedule is inclusive of travel expenses.

Training	Price
Ensuring Safe and Caring School Communities	\$7,500
Modified Ensuring Safe and Caring School Communities Webinar	\$3,750
Basic Digital Threat Assessment	\$7,500
Basic Digital Threat Assessment Refresher Webinar	\$3,750
Advanced Digital Threat Assessment	\$7,500
Basic Violence Threat Risk Assessment	\$13,500
Basic Violence Threat Risk Assessment Refresher Webinar	\$3,750
Advanced Violence Threat Risk Assessment	\$13,500
Traumatic Event Systems	\$13,500
Train the Trainer	\$7,500
Customized Training: Rates for customized training will be determined on a case by case basis and will be based on the subject matter expertise and/or training rates outlined in Schedule B of this Agreement. Rates for these sessions must be preapproved by the Province and will be for delivery only.	

### **3. EXPENSES:**

- a) The Contractor will be eligible travel, accommodation and meal expenses when:
  - i. the Contractor is required to travel greater than 32 kilometers away from Metro Vancouver, British Columbia.
  - ii. the Province provides written pre-approval, and,
  - iii. when the travel is related to delivery of subject matter expertise services as described in Schedule A, section 2.2.1; or for critical incident and advisory services, as described in Schedule A, section 2.2.2;
- b) The Contractor will be eligible for travel, accommodation and meal expenses on the same basis as the Province pays its Group II employees when they are on travel status, excluding goods and services tax ("GST") or other applicable tax paid or payable by the Contractor on expenses to the extent that the Contractor is entitled to claim credits (including GST input tax credits), rebates, refunds or remissions of the tax from the relevant taxation authorities.
- c) The Contractor is not eligible for expenses for delivery of Services relating to the following:
  - (i) Training Services, as described in Schedule A, section 2.2.3;
  - (ii) Branding Services, as described in Schedule A, section 2.2.4;
  - (iii) Reporting Tool, as described in Schedule A, section 2.2.5; and
  - (iv) Reporting, as described in Schedule A, section 2.5.

### **4. STATEMENTS OF ACCOUNT:**

**Statements of Account:** In order to obtain payment of any fees and expenses under this Agreement for a period from and including the 1st day of a month to and including the last day of that month (each a "Billing

Period"), the Contractor must deliver to the Province on a date after the Billing Period (each a "Billing Date"), a written statement of account in a form satisfactory to the Province containing:

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

#### **5. PAYMENTS DUE:**

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

**Schedule C – Approved Subcontractor(s)**

#### 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

### Definitions

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

### Purpose

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

### Collection of personal information

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

### Privacy Training

6. The Contractor must ensure that each person who will provide services under the Agreement that involve the collection or creation of personal information will complete, at the Contractor's expense, the privacy course prior to that person providing those services.



7. The requirement in section 6 will only apply to persons who have not previously completed the privacy course.

#### **Accuracy of personal information**

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

#### **Requests for access to personal information**

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

#### **Correction of personal information**

10. Within 5 Business Days of receiving a written direction from the Province to correct or annotate any personal information, the Contractor must annotate or correct the information in accordance with the direction.
11. When issuing a written direction under section 10, the Province must advise the Contractor of the date the correction request to which the direction relates was received by the Province in order that the Contractor may comply with section 12.
12. Within 5 Business Days of correcting or annotating any personal information under section 10, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Province, the Contractor disclosed the information being corrected or annotated.
13. If the Contractor receives a request for correction of personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

#### **Protection of personal information**

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

#### **Storage and access to personal information**

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

#### **Retention of personal information**

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

#### **Use of personal information**

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

#### **Disclosure of personal information**

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

#### **Notice of foreign demands for disclosure**

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

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

#### **Notice of unauthorized disclosure**

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

#### **Inspection of personal information**

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

#### **Compliance with the Act and directions**

23. The Contractor must in relation to personal information comply with:

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

#### **Notice of non-compliance**

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

#### **Termination of Agreement**

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

#### **Interpretation**

27. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
28. Any reference to the "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
29. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
30. If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
31. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 32, the law of any jurisdiction outside Canada.
32. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.

#### Schedule F – Additional Terms

1. Commencing upon the first to occur of the delivery of (i) a written notice pursuant to section 11.2(c) or section 11.4, and (ii) six (6) months before the expiry of the Term, and ending upon the earlier of the completion of the Termination Services or up to six (6) months after the effective date of termination of the Term (the **"Termination Assistance Period"**), the Service Provider will provide the Province with the following additional services to facilitate the Province's repatriation of the Services or the orderly transition and migration of the Services to an alternative service provider (the **"Alternate Service Provider"**), as the case may be, in an orderly, effective and efficient manner, and with minimal disruptions or adverse effect to the delivery of the Services (collectively, the **"Termination Services"**):
  - (a) cooperation with and assistance to the Province or the Alternative Service Provider in order to facilitate the transfer of the Services to the Province or the Alternative Service Provider, as the case may be, in an orderly, effective and efficient manner and without any material interruptions or adverse effects to the Services so transferred; and
  - (b) answers to all reasonable questions from the Province or the Alternative Service Provider regarding the Services;

and the Service Provider will otherwise provide assistance and information requested by the Province in order to enable the smooth transition of the management of the applicable Services from the Service Provider to the Province or the Alternative Service Provider.

## Schedule G – Security Schedule

### Definitions

1. In this Schedule,

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

### Schedule contains additional obligations

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

### Services Worker confidentiality agreements

3. The Contractor must not permit a Services Worker who is an employee or volunteer of the Contractor to have access to Sensitive Information unless the Services Worker has first entered into a confidentiality agreement with the Contractor to keep Sensitive Information confidential on substantially similar terms as those that apply to the Contractor under the Agreement.

### Services Worker security screening

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

### **Services Worker activity logging**

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

### **Facilities and Equipment protection and access control**

7. The Contractor must create, maintain and follow a documented process to:
  - (a) protect Facilities and Equipment of the Contractor required by the Contractor to provide the Services from loss, damage or any other occurrence that may result in any of those Facilities and Equipment being unavailable when required to provide the Services; and
  - (b) limit access to Facilities and Equipment of the Contractor
    - (i) being used by the Contractor to provide the Services, or
    - (ii) that may be used by someone to access Informationto those persons who are authorized to have that access and for the purposes for which they are authorized, which process must include measures to verify the identity of those persons.
8. If the Province makes available to the Contractor any Facilities or Equipment of the Province for the use of the Contractor in providing the Services, the Contractor must comply with any policies and procedures provided to it by the Province on acceptable use, protection of, and access to, such Facilities or Equipment.

### **Sensitive Information access control**

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

### **Integrity of Information**

10. The Contractor must:
  - (a) create, maintain and follow a documented process for maintaining the integrity of Information while possessed or accessed by the Contractor; and
  - (b) comply with the information integrity requirements set out in Appendix G4, if attached.
11. For the purposes of section 10, maintaining the integrity of Information means that, except to the extent expressly authorized by the Agreement or approved in writing by the Province, the Information has:
  - (a) remained as complete as when it was acquired or accessed by the Contractor; and

- (b) not been altered in any material respect.

#### **Documentation of changes to processes**

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

#### **Notice of security breaches**

- 13. If Contractor becomes aware that:

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

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

#### **Review of security breaches**

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

#### **Retention of Records**

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

#### **Storage of Records**

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

#### **Audit**

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

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

## Termination of Agreement

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

## Interpretation

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



## SCHEDULE G – Appendix G1 – Security screening requirements

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

### Verification of name, date of birth and address

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

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

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

### Verification of education and professional qualifications

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

### Verification of employment history and reference checks

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

### Security interview

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