

**MINISTRY OF EDUCATION
DECISION BRIEFING NOTE**

DATE: November 17, 2017
CLIFF: 197619

PREPARED FOR: Scott MacDonald, Deputy Minister - **FOR DECISION**

SUBJECT: Funding to ARC Foundation

PURPOSE: Approval to transfer funds to ARC Foundation to support Sexual Orientation and Gender Identity inclusive schools

BACKGROUND:

- In September 2016, the Minister of Education announced a partnership with the ARC Foundation of Vancouver to support schools in developing Sexual Orientation and Gender Identity (SOGI) inclusive policies. As a result of this announcement, the Ministry formalized the partnership through a Memorandum of Understanding (MOU).
- In October 2016, ARC Foundation, in collaboration with the Ministry of Education, BC Teachers' Federation and other provincial partners, launched the SOGI 1 2 3 initiative. SOGI 1 2 3 provides accessible and ready-to-use resources, and includes a BC SOGI Educator Network that facilitates the accessing and sharing of resources and information within and across school districts. Within the Network, a SOGI District Lead in each school district provides consistent support to district staff and SOGI School Leads.
- In May 2017, the Ministry renewed the MOU with ARC Foundation, including a commitment to create a provincial SOGI Education Lead position with \$100K in one-time funding (fiscal 2016/17) from the Ministry to ARC Foundation to support this one-year position starting in August 2017. s.13
s.13 The Ministry also provided an additional \$50K in one-time funding to ARC in 2016/17, to develop educational videos and eLearning modules for teachers, school/school district staff, parents and community partners.
- In October 2017, the Ministry funded a Provincial SOGI District Lead Summit with attendance from school districts participating in the BC SOGI Educator Network.

DISCUSSION:

- The partnership with the ARC Foundation has resulted in a number of significant accomplishments including the development of guiding principles for SOGI inclusive education, provincial SOGI policy and leadership summits, and integration of SOGI into school districts' and independent schools' codes of conduct. SOGI 1 2 3 resources developed by ARC, including videos, eLearning modules and instructional samples have been very well received by school districts and K-12 education partners – s.13

s.13

- Results from a June 2017 survey of participating school districts in the BC SOGI Educator Network included:
 - 100% of District Leads reported educators in their district are confident engaging in SOGI-inclusive education/activities at least some of the time, compared to 0% in October 2016
 - 77% of School Leads reported that their school has the support and resources to plan and deliver SOGI initiatives and activities compared to 48% in January 2017
 - 34% of School Leads agree that educators in their school incorporate SOGI into the curriculum compared to 19% in January 2017

● s.13,s.17

- The BC SOGI Educator Network has expanded from nine school districts in 2016/17 to 49 school districts in 2017/18, far surpassing the target of 20 school districts for this fiscal year.
s.17

s.13,s.17 A number of independent schools have also expressed interest in joining the Network; s.13
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● s.13,s.17

OPTIONS:

Option 1: Provide \$100,000 to ARC Foundation to support the BC SOGI Educator Network.

s.13

**MINISTRY OF EDUCATION
DECISION BRIEFING NOTE**

s.13,s.17



Approved Not Approved
Scott MacDonald
Deputy Minister

____ November 28, 2017 ____
Date Signed

Attachment(s)

Program ADM/Branch: Jennifer McCrea/Learning
Program Contact (for content): Scott Beddall
Drafter: Scott Beddall
Date: Nov. 17th, 2017

**SOGI Education Initiative
Educational Materials Publication Agreement**

BETWEEN:

Her Majesty in Right of the Province of British Columbia,
as represented by the Minister of Education (the "Province")

AND:

ARC Foundation ("ARC")
(collectively, the "Parties")

Whereas:

- A. The Parties entered into a non-binding memorandum of agreement dated [date] regarding the Sexual Orientation and Gender Identity (SOGI) Education Initiative (the "Initiative");
- B. Both Parties want materials developed in support of the Initiative (the "Materials") to be available to the public;
- C. ARC has agreed to host the Materials on its website; and
- D. The Parties wish to document the Terms under which the Materials will be used by each party and posted to the site by ARC.

s.13

The Parties agree as follows:

- 1. In this Agreement,
 - (a) "Provincial Material" means any material provided to ARC for posting on the publicly accessible site under section x of this agreement;
 - (b) "ARC Material" means materials produced by ARC;
 - (c) The "Website" means [need address or other identifying terms]
- 2. The Province may, from time to time, provide Provincial Material to ARC for publication on the Website.
- 3. When ARC receives Provincial Material under paragraph 2, it will post that Material within [30] days, or as otherwise agreed.
- 4. ARC will remove Provincial Material from the Website immediately, upon request by the Province.
- 5. The Province exclusively owns all property rights in the Provincial Material.
- 6. By posting Provincial Material on its site, ARC does not acquire any ownership in that Material.
- 7. Each Party may use the Material of the other Party for the purposes of [??]. If a Party incorporates Material owned by the other Party into its own publications, it will acknowledge the other Party's ownership of copyright as follows:
 - "© Province of British Columbia", or
 - "© ARC Foundation",as the case may be.

Notice

8. Notice under paragraph X will be provided to the following persons:

To the Province:

To ARC Foundation:

s.13

Term and Termination

9. [need instructions on term of agreement and what triggers termination: any default?]

10. Upon termination of this Agreement, ARC will immediately remove all Provincial Material from the Website.

Jennifer McCrea,
Assistant Deputy Minister
Ministry of Education

Brad Beattie,
Executive Director
ARC Foundation

RECIPROCAL LICENSE AGREEMENT

THIS AGREEMENT is made the 28 day of July, 2017 (the "Effective Date").

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Ministers of Advanced Education and Technology, Innovation and Citizens' Services

(the "Province")

OF THE FIRST PART

AND:

THE BOARD OF TRUSTEES OF THE ARC FOUNDATION, with the following specified address:

PO Box 20064, Fairview Post Office
525 West Broadway
Vancouver, BC. V5Z 4B3, Canada

("ARC")

OF THE SECOND PART

WHEREAS:

- A. The ARC Foundation is a private foundation set up as a trust with the vision to bring awareness of the issues of the disenfranchised and the impact of prejudice and is the owner of the ARC SOGI Materials;
- B. As a result of the Province's initiative to make public and independent schools SOGI inclusive through codes of conduct and anti-bullying policies, the Province has developed and is the owner of certain Province SOGI Materials;
- C. The Province wishes to obtain a license from ARC to use, reproduce, publish and telecommunicate to the public the ARC SOGI Materials and ARC wishes to obtain a license from the Province to use, modify, reproduce, publish and telecommunicate to the public the Province SOGI Materials; and
- D. Both parties wish to grant each other such a license, on the terms and subject to the conditions contained in this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the

mutual promises and respective obligations set out below and of other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each party), the parties agree as follows:

DEFINITIONS:

1.01 In this Agreement and the Recitals:

- (a) **"Event of Default"** means, in the case of a default by ARC, each of the events specified in paragraph 9.01, and in the case of a default by the Province, each of the events specified in paragraph 9.02;
- (b) **"ARC Marks"** means the trade marks, trade names, design marks and other commercial symbols designated by ARC for use with the ARC SOGI Materials, as described in Schedule "A" to this Agreement;
- (c) **"ARC SOGI Materials"** means ARC's materials relating to the SOGI education initiative and as further described in Schedule "A" to this Agreement, and as Schedule "A" may be amended by written notice from ARC to the Province from time to time;
- (d) **"Event of Force Majeure"** has the meaning set out in paragraph 15.08;
- (e) **"Intellectual Property"** includes, without limitation, any and all artistic, photographic or literary works (including reports, designs, compilations of data, working drawings and technical documentation), or any compilations thereof or modifications thereto, trade-marks, trade secrets, confidential information, industrial designs, design patents, preliminary and final concepts, ideas, inventions (whether or not patentable or reduced to practice), all patents and applications therefor and the right to apply for patents thereon in any and all countries of the World;
- (f) **"Modifications"** means any changes, revisions, additions, deletions, updates, or any other modifications whatsoever, made by or on behalf of ARC, in any format or method of delivery whatsoever and whether created through technology in existence on the Effective Date or which may be developed in the future, that are derived from or based upon the Province SOGI Materials;
- (g) **"Province Mark"** means the official mark of the Province described in Schedule "B" to this Agreement;
- (h) **"Province SOGI Materials"** means the Province's materials relating to the SOGI education initiative and as further described in Schedule "B" to this Agreement, and as Schedule "B" may be amended by written notice from the Province to ARC from time to time;

- (i) **"SOGI"** means sexual orientation and gender identity;
- (j) **"Term"** means the period set out in paragraph 4.01 and includes any renewal pursuant to paragraph 4.02; and
- (k) **"Website"** means ARC's website located at <http://www.sogieducation.org/> or such other alternate internet address of which ARC may advise the Province in writing.

ARC SOGI MATERIALS LICENSE

- 2.01 Subject to the terms and conditions of this Agreement, ARC hereby grants to the Province, a non-exclusive, non-assignable, royalty-free, worldwide license for the Term to:
- (a) use, reproduce, publish and telecommunicate to the public the ARC SOGI Materials, in whole or in part;
 - (b) make Modifications to the ARC SOGI Materials; and
 - (c) use and reproduce the ARC Marks in association with the ARC SOGI Materials, with the Province SOGI Materials and the Modifications.
- 2.02 All rights not expressly granted to the Province in this Agreement are reserved by ARC including the rights to license to other licensees, sublicense, use for its own purposes, reproduce, modify and distribute the ARC SOGI Materials directly to the public.
- 2.03 Upon execution and delivery of this Agreement, ARC will provide the Province with a copy of the ARC SOGI Materials on a flash drive.

PROVINCE SOGI MATERIALS LICENSE

- 3.01 Subject to the terms and conditions of this Agreement, the Province hereby grants to ARC a non-exclusive, non-assignable, royalty-free, worldwide license for the Term to:
- (a) make Modifications to the Province SOGI Materials; and
 - (b) use, reproduce, publish and telecommunicate to the public the Province SOGI Materials and the Modifications.
 - (c) subject to paragraph 3.03 and 3.04, use and reproduce the Province Mark in association with the Province SOGI Materials, the ARC SOGI Materials and the Modifications.

- 3.02 All rights not expressly granted to ARC in this Agreement are reserved by the Province including the rights to license to other licensees, sublicense, use for its own purposes, reproduce, modify and distribute the Province SOGI Materials directly to the public.
- 3.03 ARC agrees that its reproduction and use of the Province Mark will at all times be under the control of the Province and that it will only reproduce or use the Province Mark in accordance with this Agreement, and the Province's BCID Graphic Standards guide relating to the Mark (a copy of which is attached as Schedule "1" to Appendix B), and any additional terms, conditions or instructions provided by the Province from time to time in its sole discretion.
- 3.04 Prior to publication, ARC will:
- a) provide the Province with samples of materials prepared by, for or with the permission of ARC that bears or refers to the Province Mark; and
 - b) comply with all further policies, specifications, regulations and standards authorized or stipulated by the Province from time to time forthwith upon being notified of same.
- 3.05 Within 60 days of the execution and delivery of this Agreement, the Province will provide ARC with a copy of the Province SOGI Materials on a flash drive.
- 3.06 Within 14 days of receiving the Province SOGI Materials, ARC will ensure that the Province SOGI Materials are posted to the Website.

TERM

- 4.01 This Agreement will commence on the Effective Date of this Agreement and will end on the fifth anniversary thereof (the "Initial Term") unless renewed pursuant to paragraph 4.02 or terminated pursuant to paragraph 9.04.
- 4.02 Unless either party provides prior written notice to the other party at least 60 days prior to the end of the Initial Term, this Agreement will be renewed automatically for an additional five year period on the same terms and conditions contained herein, except this provision as to renewal.

REPRESENTATIONS AND WARRANTIES

- 5.01 ARC represents and warrants to the Province that:
- (a) it has the power and capacity to accept, execute and deliver this Agreement;

- (b) this Agreement is binding upon and enforceable against ARC in accordance with its terms;
- (c) all necessary proceedings have been taken and done to authorize the execution and delivery of this Agreement by ARC;
- (d) it has no knowledge of any fact that materially adversely affects or, so far as it can foresee, might materially affect its abilities to fulfill its obligations under this Agreement;
- (e) the observance and performance of the terms and conditions of this Agreement will not constitute a breach by it of, or a default by it under
 - (i) any applicable laws,
 - (ii) its constating documents, or
 - (iii) any contract or agreement to which it is a party;
- (f) it has no knowledge of any untrue or inaccurate representation or assurance, whether verbal or written, given by ARC, its directors or officers to the Province in connection with this Agreement;
- (g) it is the owner of all intellectual property rights, including without limitation copyright and trade mark, in and to the ARC SOGI Materials and the Marks;
- (h) it has sufficient rights in the ARC SOGI Materials to grant to the Province the license described in paragraph 2.01; and
- (i) the grant of license in paragraph 2.01 does not and will not infringe upon the proprietary rights or interest of any person or entity.

5.02 The Province represents and warrants to ARC that:

- (a) it is the owner of all intellectual property rights, including without limitation copyright, in and to the Province SOGI Materials;
- (b) it has sufficient rights in the Province SOGI Materials to grant to ARC the license described in paragraph 3.01; and
- (c) the grant of license in paragraph 3.01 does not and will not infringe upon the proprietary rights or interest of any person or entity.

5.03 All representations, warranties, covenants and agreements made by ARC in this

Agreement are material and will conclusively be deemed to have been relied upon by the Province, notwithstanding any prior or subsequent investigation by the Province.

- 5.04 All representations, warranties, covenants and agreements made by the Province in this Agreement are material and will conclusively be deemed to have been relied upon by ARC, notwithstanding any prior or subsequent investigation by ARC.
- 5.05 ARC acknowledges that the Province SOGI Materials are being provided to ARC by the Province "as is", and that except as expressly set out in this Agreement, the Province makes no warranty, condition or representation, whether oral or written, express or implied, or arising by law, custom, prior oral or written statements, or otherwise with respect to the Province SOGI Materials, and expressly disclaims all warranties and conditions, including without limitation warranties and conditions of satisfactory quality, merchantability, fitness for a particular purpose, title, error free or uninterrupted use.
- 5.06 The Province acknowledges that the ARC SOGI Materials are being made available to the Province by ARC "as is", and that except as expressly set out in this Agreement, ARC makes no warranty, condition or representation, whether oral or written, express or implied, or arising by law, custom, prior oral or written statements, or otherwise with respect to the Province SOGI Materials, and expressly disclaims all warranties and conditions of satisfactory quality, merchantability, fitness for a particular purpose, title, error free or uninterrupted use.

REPRODUCTION

- 6.01 The Province will include on all copies of the ARC SOGI Materials an indication that ARC is the copyright owner of the ARC SOGI Materials, in form and content satisfactory to ARC.
- 6.02 In the event that portions of the ARC SOGI Materials are incorporated into other works, the Province will acknowledge ARC as contributing that portion.
- 6.03 ARC will include on all copies of the Province SOGI Materials an indication that the Province is the copyright owner of the ARC SOGI Materials, in form and content satisfactory to Province.
- 6.04 The Province will be solely responsible for all costs of performing its obligations and exercising its rights under this Agreement, including but not limited to the use, reproduction, publishing and telecommunication to the public of the ARC SOGI Materials, in whole or in part.

- 6.05 ARC will be solely responsible for all costs of performing its obligations and exercising its rights under this Agreement, including but not limited to making Modifications to the Province SOGI Materials and the use, reproduction, publishing and telecommunicating to the public the Province SOGI Materials and the Modifications.

OWNERSHIP

- 7.01 The Province acknowledges and agrees that ARC or its licensors, as applicable, are the owners of all proprietary rights, including copyright and other Intellectual Property rights, in the ARC SOGI Materials and the Marks.
- 7.02 ARC acknowledges and agrees that the Province is the owner of all proprietary rights, including copyright and other Intellectual Property rights, in the Province SOGI Materials and any Modifications.

INFRINGEMENT

- 8.01 Notwithstanding any other provision of this Agreement, nothing in this Agreement will serve to obligate the Province to commence or maintain any legal proceedings against a third party for infringement of any proprietary rights of the Province or rights of ARC under this Agreement.
- 8.02 ARC may, at its expense, commence legal proceedings in its own name for the infringement of the rights of the Province in and to the ARC SOGI Materials, or any rights of ARC under this Agreement.

DEFAULT AND TERMINATION

- 9.01 Any of the following events will constitute an ARC Event of Default:
- (a) ARC fails to observe, perform or comply with any provision of this Agreement;
 - (b) an order is made, a resolution is passed or a petition is filed for the liquidation or winding-up of ARC;
 - (c) ARC becomes insolvent, commits an act of bankruptcy, makes an assignment for the benefit of its creditors or otherwise acknowledges its insolvency;
 - (d) ARC assigns, sells or in any manner disposes of or encumbers other than by floating charges all or any of the rights acquired under this Agreement;
 - (e) a receiver or receiver-manager of any property of ARC is appointed;

- (f) any representation or warranty made by ARC in accepting this Agreement is or becomes untrue or incorrect; or
- (g) ARC ceases, in the opinion of the Province, to operate.

9.02 The following event will constitute an Event of Default by the Province:

- (a) the Province fails to observe, perform or comply with a material provision of this Agreement.

9.03 On the happening of an Event of Default, or at any time thereafter, the non-defaulting party may do any one or more of the following:

- (a) pursue any remedy available to it at law or in equity;
- (b) waive the Event of Default; and
- (c) deliver written notice to the defaulting party specifying the Event of Default and requiring rectification within 30 days of the date of delivery of such notice, or within any other such reasonable period as specified by the non-defaulting party in such notice.

9.04 Where an Event of Default is not remedied within 30 days of delivery of notice, or such other period as specified by the non-defaulting party under subparagraph 9.03(c), the non-defaulting party may, in its sole discretion, terminate this Agreement by notice in writing to the defaulting party.

9.05 Immediately following the Expiry Date or date of earlier termination of this Agreement, both parties will cease exercising the rights under paragraph 2.01 or 3.01, as applicable.

9.06 Within 30 days after the Expiry Date or date of earlier termination of this Agreement, both parties will:

- (a) ensure that all physical copies of the Licensed Materials are destroyed and all electronic copies are deleted from that party's servers; and
- (b) confirm in writing to the other party that such destruction and deletion is complete.

LEGAL RELATIONSHIP / ASSIGNMENT

10.01 No partnership, joint venture or agency will be created or will be deemed to be created by this Agreement or any action of the parties under this Agreement.

10.02 Neither party will, without the prior written consent of the other party, assign, either directly or indirectly, this Agreement or any rights thereunder, except that

the Province may assign this Agreement or its rights thereunder to a "government body" as defined in the *Financial Administration Act* (British Columbia).

10.03 Neither party will commit the other party to pay money to any person, firm or corporation.

10.04 Nothing in this Agreement is to be construed as interfering with the exercise by either the Province or its agencies, or ARC, of any statutory power or duty.

RELEASE AND INDEMNITY

11.01 ARC will indemnify and hold harmless and forever releases and discharges the Province from and against any and all claims, causes of action, loss, damage, costs, expenses or liability suffered or sustained by the Province at any time (either before or after the termination of this Agreement) of any kind and every nature, including any claim of infringement of third party intellectual property rights, where the same or any of them are based upon, arise out of or occur, directly or indirectly, from or by reason of breach of the Agreement by ARC or any of ARC's agents, employees, officers, or directors.

11.02 The Province will indemnify and hold harmless and forever releases and discharges ARC from and against any and all claims, causes of action, loss, damage, costs, expenses or liability suffered or sustained by ARC at any time (either before or after the termination of this Agreement) of any kind and every nature, including any claim of infringement of third party intellectual property rights, where the same or any of them are based upon, arise out of or occur, directly or indirectly, from or by reason of any breach of the Agreement by the Province or employees or agents of the Province.

ARBITRATION

12.01 All disputes between the parties arising out of or in connection with this Agreement will be referred to and finally resolved by arbitration administered under the *Arbitration Act*.

12.02 The place of arbitration will be Vancouver, B.C.

NOTICES

13.01 Any notice, approval, consent, waiver, statement, or other document that either party may desire or be required to give or deliver to the other will be conclusively deemed validly given or delivered to and received by the addressee, if delivered personally on the date of delivery or, if mailed, on the fifth business day after the

mailing of the same in Canada by prepaid post addressed,

if to the Province:

Intellectual Property Program
563 Superior Street – 3rd Floor
PO BOX 9452 STN PROV GOVT
Victoria, British Columbia
V8W 9V7
Fax: 250 356-6036

Attention: Director

With a copy to:

Ministry of Education
Learning Division
P.O. Box 9887 Stn. Prov. Govt.
Victoria, British Columbia
V8W 9T6

Attention: Director, Student Wellness and Safety

if to ARC:

The ARC Foundation
PO Box 20064, Fairview Post Office
525 West Broadway
Vancouver, British Columbia
V5Z4B3

Attention: Executive Director

- 13.02 In addition to paragraph 13.01, any notice, approval, consent, waiver, statement or other document may be delivered by facsimile transmission from a party and will be conclusively deemed to have been given to and received by the intended recipient when so transmitted if transmitted by facsimile numbers, as applicable, that the parties may, from time to time advise.
- 13.03 Either party may, from time to time, advise the other by notice in writing of any change of address or facsimile number of the party giving such notice and from and after the giving of such notice the address or facsimile number therein specified will, for purposes of this Agreement, be deemed to be the address or facsimile number of the party giving such notice.

NON-WAIVER

14.01 No provision of this Agreement and no breach by either party of any such provision will be considered to have been waived unless such waiver is in writing by the other party.

14.02 The written waiver by a party of any breach of any provision of this Agreement will not be deemed a waiver of such provision itself or of any subsequent breach by the other party of the same or any other provision of this Agreement.

GENERAL

15.01 Time will be of the essence of this Agreement.

15.02 The headings in this Agreement are inserted for convenience only and do not form part of this Agreement.

15.03 This Agreement will enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

15.04 This Agreement constitutes the entire agreement between the parties with respect to the subject matter of the Agreement.

15.05 Any amendment to the terms and conditions of this Agreement must be in writing and duly executed by both parties.

15.06 If any provision of this Agreement is found to be invalid, illegal or unenforceable it will be severable from this Agreement and the remaining provisions will not be affected thereby and will be valid, legal and enforceable.

15.07 Each of the parties will, upon the reasonable request of the other, make, do, execute or cause to be made, done or executed all further and other lawful acts, deeds, things, devices, documents, instruments and assurances whatever for the better or more perfect and absolute performance of the terms and conditions of this Agreement.

15.08 Neither party will be liable for any failure or delay to perform that party's obligations resulting from any cause beyond that party's reasonable control from and including, but not limited to, fires, explosions, floods, strikes, work stoppages or slowdowns or other industrial disputes, accidents, riots or civil disturbances, acts of civil or military authorities, inability to obtain any necessary license or consent, or delays caused by carriers, contractors or material shortages (each an **"Event of Force Majeure"**).

15.09 Each party will promptly notify the other party in writing upon the occurrence of

an Event of Force Majeure.

15.10 This Agreement may be executed by the parties in one or more counterparts, which may be delivered by facsimile transmission or email with the executed counterpart attached in PDF format. Each counterpart when so executed and delivered will be deemed an original, and all such counterparts together constitute one and the same document.

15.11 In this Agreement, the singular includes the plural, and *vice versa*, as the context requires.

15.12 A reference in this Agreement to a statute, whether or not that statute has been defined, means a statute of the province of British Columbia unless otherwise stated and includes every amendment to it, every regulation made under it and any enactment enacted in substitution for or replacement of it.

15.13 This Agreement will be governed by and construed and interpreted in accordance with the laws of the province of British Columbia and the laws of Canada applicable therein.

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

The Director, Financial Planning & Reporting within the Ministry of Technology, Innovation and Citizens' Services consents to the disposal of intellectual property as described in this Agreement.

SIGNED on behalf of Her Majesty
the Queen in Right of the Province
of British Columbia by a duly
authorized representative of the
Minister of Technology, Innovation
and Citizens' Services and in the
presence of:

Witness



For the Minister of Technology, Innovation
and Citizen's Services

The Executive Director of the Government Communications and Public Engagement Branch of the Ministry of Advanced Education consents to the use of the official mark of the Province as described in this Agreement.

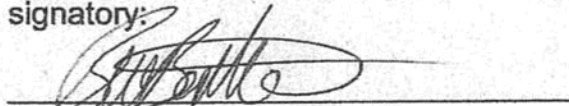
SIGNED on behalf of Her Majesty
the Queen in Right of the Province
of British Columbia by a duly
authorized representative of the
Minister of Advanced Education
and in the presence of:



Witness


For the Minister of Advanced Education
ANDREW PRATT

Signed on behalf of the Board of Trustees of the ARC Foundation by their authorized signatory:



Signature

BRAD BEATTIE

Print Name

EXECUTIVE DIRECTOR, ARC FOUNDATION

Print Title

Schedule "A"

ARC SOGI Materials

1. SOGI 1 2 3 name, concepts, Marks and brand
2. SOGleducation.org website, domain, hosting, design and the following content:
 - a. Home Page – All SOGI 1 2 3 graphics. All content related to the SOGI Education Leadership Summit, including the summary report, highlight video and photo gallery
 - b. SOGI 2 – All copy, the Pink Day Toolkit
 - c. SOGI 3 – All copy, the SOGI Education Film and Video List, Top Books for SOGI Education list, Pink Day Toolkit and all lesson plans that are hosted on TeachBC
 - d. BC SOGI Educator Network – All copy, all tools related to the BC SOGI Educator Network and SOGI School Lead role, including the following:
 - i. District SOGI Lead Role Description
 - ii. SOGI School Lead Role Description
 - iii. School SOGI Road Map
 - iv. SOGI School Lead Activity List
 - v. SOGI School Lead Start of Year Meeting Agenda
 - vi. Teacher/Administrator SOGI Scenarios
 - vii. Key SOGI Research stats
 - viii. Pink Day Toolkit
 - ix. SOGI Book List
 - x. SOGI Video List
 - xi. SOGI 1 2 3 poster
 - xii. SOGI 1 2 3 presentation
 - xiii. List of recommended French resources
 - e. Links – All copy, the Pink Day Toolkit
3. SOGI 1 2 3 videos
4. SOGI 1 2 3 educator e-Learning modules
5. All materials related to the BC SOGI Educator Network (formerly known as the School Districts SOGI Pilot) including the district SOGI model and position descriptions, District SOGI Coordinator toolkit, SOGI School Lead toolkit and survey data

ARC Marks



SOGI 1 2 3 Design

Schedule "B"
Province SOGI Materials

Ministry of Education SOGI Policy Guide: Supporting Diverse Sexual Orientations, Gender Identities and Expressions

Goals for SOGI Inclusive Education:

1. Visibility
2. Protection
3. Inclusion

Best Practices:

1. Common Language (Definitions/ Terms)
2. Safety/ Anti-Harassment
3. Self-Identification
4. Confidentiality and Privacy
5. Dress
6. Gender Integrated and Inclusive Activities
7. Educator Training
8. Inclusive Learning
9. Facilities
10. Inclusive Extra-Curricular Activities

Examples of School District Policies and Procedures:

Langley – Inclusive Anti-Harassment Policy
Vancouver – SOGI Policy
Nanaimo – Inclusion Policy

Resources:

SOGI 1 2 3
BC Teachers Federation
Education Resource Acquisition Consortium (ERAC)
Out in Schools
Qmunity – BC's Queer Resource Centre
Egale Canada Human Rights Trust
MyGSA
Trans Care BC
Gay, Lesbian and Straight Education Network (GLSEN)
Parents, Families and Friends of Lesbians and Gays (PFLAG)
Pride Education Network

Ministry of Education Policy Vignettes (short videos)

In fall 2016, the Ministry of Education hosted a SOGI Policy Summit (the "Summit") to bring together senior leaders of school districts and independent schools to learn more about SOGI and to explore opportunities for developing anti-bullying policies and procedures that are SOGI-inclusive.

The Ministry of Education arranged for filming of the Summit and worked with the contractor to develop a series of short vignettes focused on different SOGI topics. The topics include:

- Video 1 - Educator Training
- Video 2 - Facilities
- Video 3 - Safety/Anti-Harassment Policies
- Video 4 - Dress Guidelines
- Video 5 - Inclusive Learning
- Video 6 - Common Language
- Video 7 - Right to Self-Identification/Confidentiality
- Video 8 - Gender Integrated and Inclusive Activities

Province Marks

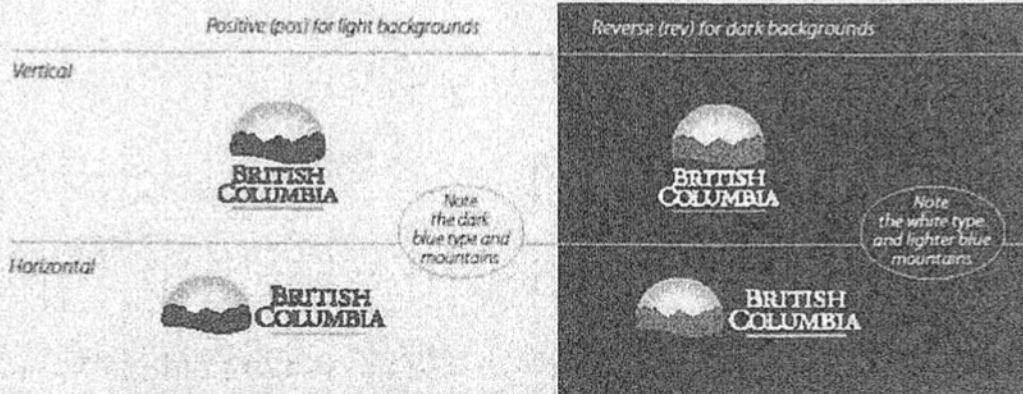


Schedule "1"
BC ID Graphic Standards

BC ID Graphic Standards

Touchstones

BC Mark



Colours

Corporate Gold

Pantone 130C
CMYK 0 30 100 0
RGB 227 168 43
HEX #e3a82b

Corporate Blue

Pantone 288C
CMYK 100 67 0 23
RGB 35 64 117
HEX #234075

Corporate Blue (Reverse)

Pantone 70% of 288C, or 7462
CMYK 70 47 0 16
RGB 101 121 158
HEX #65799e

Fonts

Adobe Garamond Pro

ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
0123456789 \$&

Note
the elegant
"serifs"

Font Family is
available from:
MyFonts.com;
Adobe.com;
Paratype.com

Adobe Myriad Pro

ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
0123456789 \$&

Note
there are no
"serifs"

Font Family is
available from:
MyFonts.com;
Adobe.com;
Paratype.com

BC ID Graphic Standards Guide Online

<http://gwww.bcid.gov.bc.ca/overview.asp>

Idlr log in required.

BC ID Graphic Standards

Use of the BC Mark

Protected Area



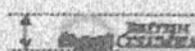
Maintain a margin of clear area or protected space surrounding the BC Mark.

Minimum Size

Vertical mark minimum height
45 inch / 11 mm / 32 pixels



Horizontal mark minimum height
25 inch / 7 mm / 18 pixels



Partnership marks

Maintain the protected space surrounding the BC Mark. The BC Mark must appear visually the same size as accompanying marks.



Supporter marks

When the BC Mark is used to signify the Province's role in sponsoring or supporting a program or service initiative, it to be accompanied by text as shown.



Restricted marks

The "BC Signature" mark is obsolete and is not to be used for any purpose. The BC Coat of Arms is restricted by law and is not for general use.



Misuse

The BC Mark must always be scaled proportionally, never squash or stretch to make it fit. Do not change colour or remove any elements of the mark, or attempt to retype-set the word mark; always use the mark as provided. Never add any elements or words to the BC Mark.



Do not
squash



Do not
stretch



Do not
alter elements



Do not
add elements

BC ID Graphic Standards

Tips for reproducing the BC Mark in print

To simulate any shade of colour in a print document, printers usually employ varying sizes and patterns of tiny **halftone spots** (spots made up of many dots of Cyan, Magenta, Yellow and Black ink or toner) created with a **line screen**. A line screen is the measure of how many halftone dots of ink are printed in a linear inch. The value is expressed as **Lines Per Inch (LPI)**. This important measure also defines the necessary **resolution** of an image.

For most print projects, the general BC Marks described previously and below are downloadable from the BCID Graphic Standards Guide Online website. These files are usually suitable.

However, some printing and reproduction methods do not use line screens or halftone spots. For those special projects that do not use line screens, several artwork variations of the provincial mark have been created. These are illustrated below.

Consult with the professionals at either the Queen's Printer (250 387-3309) or Government Communications' Graphic Design Unit (250 387-1337) for advice regarding the provincial mark artwork to use to properly match the reproduction method.

Best tip to guide any reproduction decision: The sun is a bright light and so should always be the brightest part of the mark.

If fine Line Screen (i.e.: lithography, digital desktop printing. Note gentle fade in sunrays.)			If harsh or no Line Screen (i.e.: silkscreening, engraving or casting. Note solid lines in sunrays.)		
OK		"cmyk pos" file	OK		"solid pos" file printed with blue ink
Not bad		"gry pos" file (cmyk file above is best option)	Not bad		"solid rev" file printed with white ink
NO		"cmyk rev" file (not enough contrast for province's name)	NO		"solid rev" file printed with black ink
NO		"solid rev" file (not enough contrast for province's name)	NO		"solid rev" file printed with black ink
Not bad		"gry rev" file (cmyk file below is best option)	NO		"solid pos" file printed with white ink
OK		"solid rev" file	OK		"solid rev" file printed with white ink

**MINISTRY OF EDUCATION
DECISION NOTE FOR MINISTER**

DATE: September 19, 2016

CLIFF: 190564

PREPARED FOR: Honourable Mike Bernier, Minister, for **Decision**, at the request of Learning Division regarding proposed SOGI Education Summits.

SUBJECT: SOGI Education Summits

BACKGROUND:

On September 8, 2016, the Minister of Education announced that Boards of Education and Independent School Authorities will now be required to reference sexual orientation and gender identity/expression (SOGI) in their anti-bullying policies. Boards of Education and Independent School Authorities are required to make the policy changes by December 31, 2016.

The Minister also announced the role of a SOGI Education Liaison in partnership with the ARC Foundation. The ARC Foundation will provide SOGI expertise to the Ministry, Boards of Education and independent school authorities to support SOGI inclusive anti-bullying policy development. Currently a MOU is being finalized that outlines expectations, responsibilities, resourcing and timelines for this arrangement between the ARC Foundation and the Ministry.

Prior to the Province's September 8 announcement, the ARC Foundation had been planning a SOGI Education Summit for October 21 to bring together 7-9 pilot districts that have or are putting in place district SOGI coordinators and school SOGI leads. As a result of the Province's recent announcement, Ministry of Education staff have been engaging the ARC Foundation in discussions of how this summit might support the provincial goal of seeing every school district and independent school have SOGI inclusive anti-bullying policies in place by the end of the calendar year.^{s.13}

s.13 The Minister has been invited to speak at the October 21st summit, along with Glen Hansman, President of the British Columbia Teachers Federation (BCTF).

DISCUSSION:

s.13

Ministry staff are now proposing that the Ministry, in partnership with the ARC Foundation, hold a separate policy summit with the senior leadership teams of school districts and independent schools on October 25. This date coincides with an already planned Ministry Partner-Liaison meeting involving superintendents and board chairs.

The intent of the policy summit would be to bring together all 60 school districts and approximately 20 Federation of Independent School Associations (FISA) representatives to co-create SOGI inclusive anti-bullying policies and explore how to translate these policies into action at the local level.

s.13

DECISIONS:

DECISION 1: October 21 SOGI District Pilot Summit – ARC Foundation Lead

s.13

**MINISTRY OF EDUCATION
DECISION NOTE FOR MINISTER**

DECISION 2: October 25 SOGI Policy Summit – Ministry of Education Lead

s.13

Attachment(s)

Appendix 1 - Draft Agenda – October 21

Appendix 2 - Draft Agenda – October 25

<u>Contact Information</u>		Agree / Disagree:	Agree / Disagree:
Department Name Department Phone # Department File	ADM initial	Dave Byng Deputy Minister	Honourable Mike Bernier Minister
		Date signed:	Date signed:

**[Letterhead of PROVINCE OF BRITISH COLUMBIA
MINISTRY OF EDUCATION]**

March 30, 2017

ARC Foundation
P.O. Box 20064, Fairview Post Office
525 West Broadway
Vancouver, B.C. V5Z 4B3

Attention: Brad Beattie, Executive Director

Dear Mr. Beattie:

I am pleased to inform you that the Ministry of Education has decided to grant the ARC Foundation ("ARC") the sum of \$100,000.00, as a contribution towards the appointment, by ARC, of a Sexual Orientation and Gender Identity ("SOGI") Education Lead position (the "Position"). The Position will support the provincial SOGI inclusive education strategy.

By accepting this contribution, ARC acknowledges and agrees that it will apply the contribution to the achievement of the following objectives:

- The Position will be a full-time equivalent (1.0 FTE) position.
- The term of the Position will, at a minimum, run from August 1, 2017 to July 31, 2018, although it is recognized that the person appointed to the Position will be an employee or contractor of ARC and that it will be open to ARC to extend the term should it choose to do so.
- The Position will be located in Vancouver, British Columbia or Victoria, British Columbia.
- ARC will collaboratively consult with the Ministry to determine the qualifications, deliverables and responsibilities of the Position. Deliverables for the Position will include a sustainability plan outlining how the Position will build capacity within the BC K-12 education sector in order for SOGI inclusive activities to continue beyond the end of the Position's term.
- The Ministry and ARC will update and renew their existing Memorandum of Understanding (MOU). The updated MOU is to apply in respect of the one-year period following the end of the term of the existing MOU, and it will outline shared goals regarding a provincial SOGI inclusive education strategy, and roles and expectations of each party.
- ARC will provide monthly reports to the Ministry on the status and progress of work undertaken by the Position, in addition to a detailed final report (at the end of the Position's term) on achievement of the Position's deliverables.

We look forward to continuing to collaborate on this important initiative so that students of all sexual orientations and gender identities can thrive and live authentic lives.

Thank you for your ongoing leadership in this area.

Sincerely,

Scott Beddall
Director, Student Safety and Wellness
Ministry of Education

PROVINCE OF BRITISH COLUMBIA

MINISTRY OF EDUCATION

Letter of Award- 16/17 LD-??

March 29, 2017

ARC Foundation
P.O. Box 20064, Fairview Post Office
525 West Broadway
Vancouver, B.C. V5Z 4B3

Dear: ~~Brad-Mr.~~ Beattie:

We are pleased to inform you that you have been awarded the sum of \$100,000 for the purpose of appointing a Sexual Orientation and Gender Identity (SOGI) Education Lead position (the Position) to supporting the provincial SOGI inclusive education strategy.

As a condition of assistance, the ARC Foundation agrees to the following terms:

- The Position will be a Full-Time Equivalent (1.0 FTE).
- The term of the Position will be from August 1, 2017 to July 31, 2018.
- The Position will report to the ARC Foundation, and will be located in Vancouver, British Columbia or Victoria, British Columbia.
- The Ministry and the ARC Foundation will collaboratively determine the qualifications, deliverables and responsibilities of the Position. Deliverables for the Position will include a sustainability plan outlining how the Position will build capacity within the BC K-12 education sector in order for SOGI inclusive activities to continue beyond the end of the Position's term.
- The Ministry and the ARC Foundation will collaborate on hiring for the position, including candidate review and selection.
- The Ministry and the ARC Foundation will update and renew the existing Memorandum of Understanding (MOU) between the two organizations, for an additional one year term. The updated MOU will outline shared goals regarding a provincial SOGI inclusive education strategy, and roles and expectations of each party including how each party will provide support to the Position.
- The ARC Foundation will provide monthly reports to the Ministry on the status and progress of work undertaken by the Position, in addition to a detailed final report (at the end of the Position's term) on achievement of the Position's deliverables.
- Ministry expects the ARC Foundation to use these funds towards the appointment of a SOGI Education Lead to support the BC SOGI Network and help deliver on the SOGI inclusive education strategy. See Appendix 1 for additional details.

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As discussed, we are currently updating the existing Memorandum of Understanding (MOU) between the Ministry and ARC Foundation. The updated MOU will outline the shared goals of the SOGI inclusive education strategy, as well as, roles and expectations of the key parties.

We look forward to continuing to collaborate on this important initiative so that students of all sexual orientations and gender identities can thrive and live authentic lives.

Thank you for your ongoing leadership in this area.

Sincerely,

Scott Beddall
Director, Student Safety and Wellness
Ministry of Education

Appendix 1: Proposed SOGI Education Lead

A one-year, temporary full-time equivalent (FTE) position that will support the Province in delivering on its priorities related to sexual orientation and gender identity (SOGI) inclusive education. The purpose of the SOGI Education Lead is to act as a provincial subject matter expert in SOGI education for the Ministry of Education and the ARC Foundation. The position will focus on the implementation of provincial SOGI education activities and supporting the BC SOGI Educator Network, and driving systemic change through experiential learning.

The term of this position will be one year, from August 1, 2017 to July 31, 2018.

Qualifications

- K-12 educator with a BC Teaching Certificate (in good standing) that has subject matter expertise in SOGI inclusive education. Preference will be given to candidates with a combination of Master's Degree and significant classroom experience.
- Extensive experience developing and delivering SOGI-related content to students and educators including training, curriculum and legislation/policy awareness
- A leader and connector in the BC education and LGBTQ communities with the ability to establish and maintain effective relationships
- A collaborative style which values connecting people, both in the community and within organizations such as the Ministry of Education, BCTF and UBC
- Strong communication and interpersonal skills, including facilitation and presentation skills to support working with a wide variety of people.
- Entrepreneurial spirit and in-field approach to building community capacity.

Key Responsibilities and Deliverables

The position would support provincial priorities and the BC SOGI network (50/50 split). These responsibilities and deliverables would include:

Provincial:

- Act as Province-wide subject matter expert for SOGI, including providing advice to the Ministry of Education on potential legislation and policy
- Support Boards of Education and Independent School Authorities in developing SOGI-related policies and procedures
- Work with education partners and subject matter experts to identify key trends and issues that impact BC schools
- Advise on the development and delivery of content for SOGI learning and development across BC
- Advise on the development and delivery of SOGI content for special events, including provincial SOGI Summits and school-based campaigns and initiatives
- Lead SOGI community collaboration, maintaining relationships with local, provincial and national LGBTQ community organizations on behalf of Ministry of Education and ARC Foundation
- Work with Ministry of Education communications team to advise on SOGI-focused communications
- Work with the Student Wellness and Safety team to increase internal knowledge, tools and process related to SOGI
- Support the sharing of expertise and resources between Ministry of Education, BCTF, UBC Faculty of Education and ARC Foundation
- Coordinate meetings and liaise with members of the MOE SOGI Working Group or other body the Ministry decides to establish

BC SOGI Network:

- Lead BC SOGI Educator Network communications, meetings and activities, maintaining engagement and ensuring the timely sharing of information
- Act as Province-wide subject matter expert for District SOGI Leads, providing guidance, coaching and issue resolution support
- Develop and deliver content for District SOGI Lead and SOGI School Lead presentations and training throughout the year, including the annual Summit
- Support District SOGI Leads with the resolution of SOGI issues/situations as they arise in their district
- Share age-appropriate resource materials to SOGI District Leads for use in their district e.g. key messaging and language, including books, online, videos, activities and literacy kits
- Provide District SOGI Leads with support and issue resolution related to BC SOGI Educator Network process and tools, including the SOGI School Lead role and District SOGI Toolkit
- Support the sharing of SOGI expertise and resources across school districts and independent schools

Reporting

The position would report to the Executive Director of the ARC Foundation, who would consult with the designated Ministry of Education representative regarding key priorities. The Executive Director will regularly report on the status and progress of work undertaken by this position. The ARC Foundation will provide the Ministry with a 6 month report and 12 month report on the work undertaken by the position.

1

PROVINCE OF BRITISH COLUMBIA

MINISTRY OF EDUCATION

Letter of Award- 16/17 LD-??

March 29, 2017

ARC Foundation
P.O. Box 20064, Fairview Post Office
525 West Broadway
Vancouver, B.C. V5Z 4B3

Dear Mr. Beattie:

We are pleased to inform you that you have been awarded the sum of \$100,000 for the purpose of supporting the provincial SOGI inclusive education strategy.

The Ministry expects the ARC Foundation to use these funds towards the appointment of a SOGI Education Lead to support the BC SOGI Network and help deliver on the SOGI inclusive education strategy. See Appendix 1 for additional details.

As discussed, we are currently updating the existing Memorandum of Understanding (MOU) between the Ministry and ARC Foundation. The updated MOU will outline the shared goals of the SOGI inclusive education strategy, as well as, roles and expectations of the key parties.

We look forward to continuing to collaborate on this important initiative so that students of all sexual orientations and gender identities can thrive and live authentic lives.

Thank you for your ongoing leadership in this area.

Sincerely,

Scott Beddall
Director, Student Safety and Wellness
Ministry of Education

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The term of this position will be one year, from August 1, 2017 to July 31, 2018.

Qualifications

- K-12 educator with a BC Teaching Certificate (in good standing) that has subject matter expertise in SOGI-inclusive education. Preference will be given to candidates with a combination of Master's Degree and significant classroom experience.
- Extensive experience developing and delivering SOGI-related content to students and educators including training, curriculum and legislation/policy awareness
- A leader and connector in the BC education and LGBTQ communities with the ability to establish and maintain effective relationships
- A collaborative style which values connecting people, both in the community and within organizations such as the Ministry of Education, BCTF and UBC
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Key Responsibilities and Deliverables

The position would support provincial priorities and the BC SOGI network (50/50 split). These responsibilities and deliverables would include:

Provincial:

- Act as Province-wide subject matter expert for SOGI, including providing advice to the Ministry of Education on potential legislation and policy
- Support Boards of Education and Independent School Authorities in developing SOGI related policies and procedures
- Work with education partners and subject matter experts to identify key trends and issues that impact BC schools
- Advise on the development and delivery of content for SOGI learning and development across BC
- Advise on the development and delivery of SOGI content for special events, including provincial SOGI Summits and school-based campaigns and initiatives
- Lead SOGI community collaboration, maintaining relationships with local, provincial and national LGBTQ community organizations on behalf of Ministry of Education and ARC Foundation
- Work with Ministry of Education communications team to advise on SOGI-focused communications
- Work with the Student Wellness and Safety team to increase internal knowledge, tools and process related to SOGI
- Support the sharing of expertise and resources between Ministry of Education, BCTF, UBC Faculty of Education and ARC Foundation
- Coordinate meetings and liaise with members of the MOE SOGI Working Group or other body the Ministry decides to establish

BC SOGI Network:

- Lead BC SOGI Educator Network communications, meetings and activities, maintaining engagement and ensuring the timely sharing of information
- Act as Province-wide subject matter expert for District SOGI Leads, providing guidance, coaching and issue resolution support
- Develop and deliver content for District SOGI Lead and SOGI School Lead presentations and training throughout the year, including the annual Summit
- Support District SOGI Leads with the resolution of SOGI issues/situations as they arise in their district
- Share age-appropriate resource materials to SOGI District Leads for use in their district e.g. key messaging and language, including books, online, videos, activities and literacy kits
- Provide District SOGI Leads with support and issue resolution related to BC SOGI Educator Network process and tools, including the SOGI School Lead role and District SOGI Toolkit
- Support the sharing of SOGI expertise and resources across school districts and independent schools

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MEMORANDUM OF UNDERSTANDING

BETWEEN:

Her Majesty the Queen in Right of the Province of British Columbia,
as represented by the Minister of Education (the "Ministry")

AND:

ARC Foundation

WHEREAS:

1. The Ministry is responsible for overseeing all aspects of BC's K-12 education system, including setting policies and guidelines for boards of education, allocating funding, establishing curriculum, and governance of boards of education and independent school authorities through the *School Act* and the *Independent School Act*, respectively.
2. ARC Foundation is trust settled on June 3, 2008 to act as a charitable foundation. It supports projects related to awareness, respect and capacity in improving those marginalized in society based on sexual orientation, gender identity, ethnicity or financial status.
3. ARC Foundation's current focus is the Sexual Orientation and Gender Identity (SOGI) Education Initiative, which aims to facilitate collaboration, programming and funding to ensure every school in British Columbia provides a safe and inclusive environment for every child.
4. The parties wish to provide provincial leadership to support SOGI inclusive education, help schools to build inclusive cultures, and provide educators with K-12 tools and resources.

THE PARTIES AGREE AS FOLLOWS:

5. The Ministry will lead a provincial SOGI strategy the goal of which is to ensure that students of all sexual orientations and gender identities can thrive and live authentic lives throughout their K-12 education journey.
6. ARC Foundation will support the strategy by:
 - a. Creating a SOGI Education Lead position that will support the provincial SOGI strategy. In furtherance of this goal, the Ministry will contribute to ARC Foundation's costs. Details regarding the Ministry's contribution, and key responsibilities and deliverables related to the position that is to be established by ARC Foundation, are described in separate correspondence between ARC Foundation and the Ministry.

- b. Providing the Ministry and the SOGI Education Lead position with access to SOGI expertise and resources, to support boards of education and independent school authorities in developing and implementing policies and procedures that are inclusive of sexual ~~orientation~~ orientation and gender identity.

7. This Memorandum of Understanding is not intended to be legally binding on the parties. It is intended to express their mutual goals, in particular in respect of the 18 month period that begins on April 1, 2017 and ends on September 30, 2018. The parties may, in their discretion, enter into a new memorandum of understanding in respect of a subsequent period.

CONTACTS

8. The Ministry representatives are: Scott Beddall, Lisa Dominato
9. ARC Foundation representatives are: Brad Beattie, Lizzie Gross

Signed on April 14, 2017 by

Jennifer McCrea,
Assistant Deputy Minister
Ministry of Education

Brad Beattie,
Executive Director
ARC Foundation

MEMORANDUM OF UNDERSTANDING

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as represented by the Minister of Education (the "Ministry")

AND:

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CONTACTS

8. The Ministry representatives are: Scott Beddall, Lisa Dominato
9. ARC Foundation representatives are: Brad Beattie, Lizzie Gross

Signed on May 1, 2017 by

Jennifer McCrea,
Assistant Deputy Minister
Ministry of Education

Brad Beattie,
Executive Director
ARC Foundation

MEMORANDUM OF UNDERSTANDING

BETWEEN:

Her Majesty the Queen in Right of the Province of British Columbia,
as represented by the Minister of Education (the "Ministry")

AND:

ARC Foundation

WHEREAS:

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7. This Memorandum of Understanding is not intended to be legally binding on the parties. It is intended to express their mutual goals, in particular in respect of the 18 month period that begins on April 1, 2017 and ends on September 30, 2018. The parties may, in their discretion, enter into a new memorandum of understanding in respect of a subsequent period.

CONTACTS

8. The Ministry representatives are: Scott Beddall, Lisa Dominato
9. ARC Foundation representatives are: Brad Beattie, Lizzie Gross

Signed on May 1, 2017 by

Jennifer McCrea,
Assistant Deputy Minister
Ministry of Education



Brad Beattie,
Executive Director
ARC Foundation

**MINISTRY OF EDUCATION
BRIEFING NOTE**

DATE: September 19, 2016
CLIFF: 190542

PREPARED FOR: Honourable Mike Bernier, Minister, for **Information** at the request of the Learning Division for meeting with NDP Caucus Sept 28, 2016.

SUBJECT: Sexual Orientation and Gender Identity (SOGI) Inclusive Education

BACKGROUND:

Earlier this year, the Minister and Deputy Minister met with representatives from the LGBT2SQ+ community to discuss opportunities to strengthen inclusive education in BC schools. From these discussions, the Deputy Minister recommended the establishment of a SOGI working group to identify opportunities to foster and support an inclusive BC education school environment and education system for all students.

On September 8, 2016, the Minister of Education announced that Boards of Education and Independent School Authorities will now be required to reference sexual orientation and gender identity/expression in their anti-bullying policies consistent with recent changes to the BC Human Rights Code. Boards of Education and Independent School Authorities are required to make the policy changes by December 31, 2016. It was also announced that Ministry and the ARC (Aware Respect Capacity) Foundation will be partnering to leverage SOGI expertise through a SOGI Education Liaison role intended to directly support boards of education and independent school authorities with anti-bullying policy development or enhancements.

The NDP Critic Spencer Herbert, MLA (Vancouver West-End) has strongly advocated for the protection of transgender people in BC's Human Rights Code. Since 2011, he tried four times to introduce the *Gender Identity and Expression Human Rights Recognition Act*, a private members' bill, to ensure transgender individuals are explicitly protected in BC's human rights code and called on the BC government to ensure that all health authorities in the province have transgender health programs. It is expected that Mr. Herbert would like to know more about the partnership announcement between the Ministry and the ARC Foundation as well as next steps that are planned to support SOGI inclusive education.

DISCUSSION:

Currently a Memorandum of Understanding (MOU) is being finalized that outlines expectations, responsibilities, resourcing and timelines for the partnership between the ARC Foundation and the Ministry.^{s.13}

s.13

The Ministry along with the ARC Foundation are exploring the opportunity to host two SOGI leadership conferences this fall focused on building capacity of SOGI district and school leaders, as well as policy and procedure development for school district and independent school association leaders.

The Ministry is also exploring ways to increase education and understanding of students, teachers and school communities beyond policy changes to SOGI Education. s.13

s.13

s.13

Last school year, the Ministry invited the Out In Schools program to provide an educational workshop to all Safe School Coordinators. The Out in Schools program brings interactive presentations to schools using film and facilitated group discussions to educate young people about the impact of discrimination toward LGBT2SQ+ people. Out in Schools has delivered over 750 presentations to more than 60,000 students, educators and support staff in 37 school districts across the province. s.13

s.13

Government's comprehensive ERASE Bullying Prevention Strategy promotes inclusion, and supports the diversity of all BC students, including students who identify as LGBT2SQ+. This includes training for educators and community partners that focuses specifically on addressing systemic racism, homophobia and creating inclusive schools for LGBT2SQ+ children and youth. To date, 4 levels of training have been provided to 15,000 educators and community partners in 60 school districts and 152 independent schools.

Other areas within the Ministry that support SOGI inclusive education includes the redesigned curriculum where sexual orientation and gender identity understanding are part of the content of the Physical and Health Education curriculum. As well, the MyED BC system enables students to indicate their preferred name and gender.

CONCLUSION

Encouraging districts/schools to adopt SOGI inclusive education ensures all students across British Columbia, regardless of where they live or which school they attend, are able to lead an authentic life.

Appendix 1 – Q&As

<u>Contact Information</u>		Approved
Lisa Dominato 604 817-3635	ADM initial	Dave Byng Deputy Minister
		Date signed:

MINISTRY OF EDUCATION BRIEFING NOTE

Appendix 1 - Q&As

1. *What does the Ministry's September 8th announcement mean for public schools and independent school authorities?*

School districts and independent school authorities will need to include all applicable elements of the human rights code into local anti-bullying policies. Elements in the Human Rights Code include race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation and gender identity or expression.

It requires Boards of Education to have codes of conducts in all their schools that explicitly reference and provide protection for persons who are LGBT2SQ+ by referencing sexual orientation and gender identity/expression.

It requires independent school authorities to have bullying and harassment prevention policies that explicitly reference the prohibited grounds of discrimination, including sexual orientation and gender identity.

2. *How is this different from the previous requirement of boards to include the prohibited grounds of discrimination in their codes of conduct?*

We are amending the Provincial Standards for Codes of Conduct Order and requiring boards to explicitly reference sexual orientation and gender identity/expression in their school codes of conduct.

3. *Independent school authorities are already required to have bullying and harassment prevention policies in place. How does this announcement impact independent schools?*

Independent school authorities are required to have anti-bullying and harassment policies in place; however, local policies will need to be reviewed and where applicable amended to include the specific elements outlined in the Order, including reference to the prohibited grounds of discrimination which now includes sexual orientation and gender identity/expression.

4. *Does this change run contrary to an independent school authority's rights/freedoms under the BC Human Rights Code?*

No. Independent school authorities are bound by the BC Human Rights Code which provides prohibited grounds for discrimination. However, Section 41 also provides exemptions for non-profit religious educational organizations, among others, that have as a primary purpose the promotion of the interests and welfare of an identifiable group, such as a faith-based independent school. This exemption is provided so that faith-based school authorities can grant preference in hiring staff whose beliefs and values are consistent with the faith-based school, and to expect students to respect the school's values if they choose to attend the school.

Exemptions

- 41** (1) If a charitable, philanthropic, educational, fraternal, religious or social organization or corporation that is not operated for profit has as a primary purpose the promotion of the interests and welfare of an identifiable group or class of persons characterized by a physical or mental disability or by a common race,

religion, age, sex, sexual orientation, gender identity or expression, marital status, political belief, colour, ancestry or place of origin, that organization or corporation must not be considered to be contravening this Code because it is granting a preference to members of the identifiable group or class of persons.

- 5. *Will this change parallel what has taken place in Alberta where the Minister of Education has released provincial guidelines for SOGI policy and have mandated boards to have comprehensive SOGI policies in place that provide wide-ranging support to students with diverse sexual orientations, including the creation of student-led clubs, such as gay-straight alliances, ensuring those with diverse gender identity would be allowed to use washrooms of their choosing, try out for all sports teams, or be addressed with different pronouns instead of “he” or “she”?***

The Ministry is committed to developing a robust SOGI education strategy and is partnering with the ARC Foundation to support school districts and independent school authorities in developing their policies and programs to be inclusive of sexual orientation and gender identity.

- 6. *What are the timelines for schools to include sexual orientation and gender identity in their anti-bullying policies?***

Boards of Education and independent school authorities will be required to have their policies in place by December 31, 2016. Note: some districts may not have them formally approved by their Boards until January due to board meeting schedules.

- 7. *What resources are in place to support Boards of Education and independent school authorities in updating their anti-bullying policies?***

The Ministry of Education is partnering with the ARC Foundation to support school districts and independent school authorities in updating their anti-bullying policies to be inclusive of sexual orientation and gender identity.

Through this partnership, the ARC Foundation will leverage its network of SOGI experts and act as a SOGI Education liaison, providing expertise to the Ministry, Boards of Education and independent school authorities. The ARC Foundation will also help identify and/or develop appropriate resources in support of this work.

Several school districts are already participating in a SOGI Education initiative led by the ARC Foundation. Through this work, additional resources and tools for schools will be identified and developed.

- 8. *How will the ARC Foundation and newly created SOGI Education Advisor be engaging with Boards of Education and independent school authorities?***

The ARC Foundation will be working closely with Ministry of Education staff on a detailed project plan and engagement strategy.

The Ministry, in collaboration with the ARC Foundation, are planning a SOGI policy summit for October 25. Superintendents and/or their delegate and representatives of the FISA will be invited to participate in the policy summit. The focus of the summit will be to co-create policy and discuss how to translate this policy into action.

MINISTRY OF EDUCATION BRIEFING NOTE

9. What kind of reporting will be required of Boards of Education and independent school authorities?

The Ministry of Education will be asking Boards of Education to report back to the Ministry by the end of the school year (2016/17) the status of their anti-bullying policies.

Independent school authorities' policies will be verified through the regular school inspection process and reporting to the Ministry

10. What Are Other Jurisdictions Doing to Support SOGI Inclusive Education?

Four provinces and one territory have introduced education policies/best practice guidelines to support LGBT2SQ+ students/SOGI education. (Alberta, Saskatchewan, Nova Scotia, New Brunswick and the Yukon).

Five provinces and one territory mandate GSA clubs. (Alberta, Manitoba, Ontario, Nova Scotia, New Brunswick and the Yukon.)

The federal government has introduced a Bill, which adds gender identity as a prohibited ground for discrimination under the Canadian Human Rights Act and to the list of distinguishing characteristics of 'identifiable group' protected by the hate speech provisions of the Criminal Code.

11. Are There Districts Proactively Supporting SOGI Inclusive Education?

Public School Districts Examples

SD No. 37 Delta	<p>Participated in a School Districts SOGI Pilot (2015-2016) which provided a peer network, onboarding, and training tools, including an online district-wide toolkit, to 6-8 SOGI Coordinators within BC school districts for the 2016/17 school year.</p> <p>This past year, the district implemented a new role of Sexual Orientation and Gender Identity District Coordinator.</p>
SD No. 35 Langley	<p>SD undertook a 2 year consultation process with its community on how to further support LGBTQ students. As a result, the district revised its student and employee harassment policies and district code of conduct to include specific LGBTQ language.</p> <p>Other notable district activities:</p> <ul style="list-style-type: none"> - Anti homophobia poster contest - Established District Gay Straight Alliance (GSA) - Parent Workshops that focus on supporting LGBTQ+ youth.
SD No. 68 Nanaimo	Gender-neutral washrooms are in every school in the Nanaimo-Ladysmith School District
SD No. 39 Vancouver	VSB has one of the more robust and comprehensive SOGI policies. The district passed a motion in June 2014 supporting gender neutral washrooms in all school buildings.

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King David School (Jewish School) in Vancouver	Currently has a staff bathroom that is available to students as needed. Next year they plan to make it gender neutral designated. The school has a GSA.
Collingwood School in West Vancouver	Staff trained on LGBTQ issues in August 2015. About 10 Gender neutral bathrooms. A GSA in the building is called 'Allies' and consists of students/staff/school nurse and meets weekly to discuss issues and needs.

12. How is the Ministry Helping Districts Adopt SOGI Inclusive Education Practices?

Through the partnership with the ARC Foundation, Ministry staff will be working with District leaders this fall to better understand what schools/districts/educators need to fostering safe and inclusive schools.

It is expected that developing policies, procedures, language, awareness and education will be identified as key actions. Depending on the outcome of these discussions, the Ministry may consider developing provincial guidelines to support districts in their efforts to support LGBT2SQ+ children and youth.

13. What is the Ministry Doing to Support Gender Neutral Facilities and Gender Sexuality Alliances (GSAs) in all Schools?

Based on the outcome of the discussions with district leaders this fall, more information will be gathered on the number of schools/districts that have gender neutral facilities and GSAs and an understanding of the challenges districts face. Once this information is understood, districts can share best practices, build capacity and increase ways to adopt more inclusive measures to support LGBT2Q+ students.

Many schools have already designated staff washrooms into gender neutral washrooms at no cost. There can still be a barrier for transgendered students as often they need a key to access the staff washroom leaving them vulnerable to harassment by other students. In order for some schools to make gender neutral facilities available, funding may be required to support infrastructure changes that are needed. As this time, it is recommended that all new school builds and upgrades consider adding gender neutral facilities as part of the planning process.

Currently any school can establish a GSA; however, it is dependent on a school staff member to facilitate the club. A *School Act* amendment would be required to give student's the right to have a Gender Sexuality Alliance (GSA) club in their school. This is something the SOGI Working Group and District Leaders will consider as part of the broader SOGI inclusive education discussions taking place this fall.

14. What Work Has the SOGI Working Group Done to Date?

Actions to date include:

- The identification of short, medium and long term policy options (provided to the DM/Minister);
- The development of gender identity instructional samples in coordination with the Ministry of Health that complement the curriculum redesign;

**MINISTRY OF EDUCATION
BRIEFING NOTE**

- Collaboration to hosts two sessions:
 - October 21st – Capacity building session for SOGI district and school leaders
 - October 25th – Policy and procedures development session for school district and independent school association leaders
- Initial discussion of policy, regulatory, legislative levers to advance SOGI education in B.C.

**MINISTRY OF EDUCATION
BRIEFING NOTE**

DATE: September 22, 2016

CLIFF: 190542

PREPARED FOR: Honourable Mike Bernier, Minister, for **Information** at the request of the Learning Division for meeting with NDP Caucus Sept 29, 2016.

SUBJECT: Sexual Orientation and Gender Identity (SOGI) Inclusive Education

BACKGROUND:

Earlier this year, the Minister and Deputy Minister met with representatives from the LGBT2SQ+ community to discuss opportunities to strengthen inclusive education in BC schools. From these discussions, the Deputy Minister recommended the establishment of a SOGI working group to identify opportunities to foster and support an inclusive BC education school environment and education system for all students.

On September 8, 2016, the Minister of Education announced that Boards of Education and Independent School Authorities will now be required to reference sexual orientation and gender identity/expression in their anti-bullying policies consistent with recent changes to the BC Human Rights Code. Boards of Education and Independent School Authorities are required to make the policy changes by December 31, 2016. It was also announced that Ministry and the ARC (Aware Respect Capacity) Foundation will be partnering to leverage SOGI expertise through a SOGI Education Liaison role intended to directly support boards of education and independent school authorities with anti-bullying policy development or enhancements.

The NDP Critic Spencer Herbert, MLA (Vancouver West-End) has strongly advocated for the protection of transgender people in BC's Human Rights Code by introducing the *Gender Identity and Expression Human Rights Recognition Act*, a private members' bill. It is expected that members of the NDP caucus would like to know more about the recent policy announcement and the partnership with ARC Foundation, as well as discuss the implications for Gender Sexuality Alliances (GSAs), curriculum and training for classroom teachers.

DISCUSSION:

Currently a Memorandum of Understanding (MOU) and workplan is being finalized that outlines expectations, responsibilities, resourcing and timelines for the partnership between the ARC Foundation and the Ministry s.13

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The Ministry along with the ARC Foundation are exploring the opportunity to host two SOGI leadership conferences this fall focused on building capacity of SOGI district and school leaders, as well as policy and procedure development for school district and independent school association leaders.

Gender Sexuality Alliances (GSAs)

Any public or independent school can establish a GSA; however, a *School Act* amendment would be required to give student's the explicit right to have a Gender Sexuality Alliance (GSA)

club in their school. As part of the SOGI Policy Submit this fall, Ministry staff will be sharing best practices around SOGI policies, including the benefits of GSAs for translating policy into action.

Training

Government's comprehensive ERASE Bullying Prevention Strategy promotes inclusion, and supports the diversity of all BC students, including students who identify as LGBT2SQ+. This includes training for school administrators, school counsellors and community partners that focuses specifically on addressing systemic racism, homophobia and creating inclusive schools for LGBT2SQ+ children and youth. To date, 4 levels of training have been provided to over 15,000 educators and community partners in 60 school districts and 152 independent schools.

The Ministry is also exploring ways to increase education and understanding of students, teachers and school communities beyond policy changes to SOGI Education. Last school year, the Ministry invited the Out In Schools program to provide an educational workshop to all Safe School Coordinators. The Out in Schools program brings interactive presentations to schools using film and facilitated group discussions to educate young people about the impact of discrimination toward LGBT2SQ+ people. Out in Schools has delivered over 750 presentations to more than 60,000 students, educators and support staff in 37 school districts across the province^{s.13}

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Curriculum

All public and independent schools (with the exception of...??) are required to teach the BC curriculum. The new curriculum includes discussion of sexual identity and gender as part of the Physical and Health Education (PHE) curriculum. In collaboration with the Ministry of Health, the Ministry of Education and the ARC Foundation produced instructional samples for Sexual Orientation and Gender Identity in support of the PHE curriculum. As well, ERAC (Educational Resource Acquisition Consortium) provides an extensive list of LGBT2SQ+ resources available to public and independent schools.

It should also be noted that MyED BC system supports inclusion for all students by allowing a student to indicate their preferred name and gender.

CONCLUSION

Encouraging districts/schools to adopt SOGI inclusive education ensures all students across British Columbia, regardless of where they live or which school they attend, are able to lead an authentic life.

Appendix 1 – Q&As

<u>Contact Information</u> Lisa Dominato 604 817-3635		Approved
	ADM initial	Dave Byng Deputy Minister
		Date signed:

MINISTRY OF EDUCATION BRIEFING NOTE

Appendix 1 - Q&As

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Independent school authorities are required to have anti-bullying and harassment policies in place; however, local policies will need to be reviewed and where applicable amended to include the specific elements outlined in the Order, including reference to the prohibited grounds of discrimination which now includes sexual orientation and gender identity/expression.

4. *Does this change run contrary to an independent school authority's rights/freedoms under the BC Human Rights Code?*

No. Independent school authorities are bound by the BC Human Rights Code which provides prohibited grounds for discrimination. However, Section 41 also provides exemptions for non-profit religious educational organizations, among others, that have as a primary purpose the promotion of the interests and welfare of an identifiable group, such as a faith-based independent school. This exemption is provided so that faith-based school authorities can grant preference in hiring staff whose beliefs and values are consistent with the faith-based school, and to expect students to respect the school's values if they choose to attend the school.

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religion, age, sex, sexual orientation, gender identity or expression, marital status, political belief, colour, ancestry or place of origin, that organization or corporation must not be considered to be contravening this Code because it is granting a preference to members of the identifiable group or class of persons.

5. *What happens if independent schools don't comply with the Ministry's policy directive?*

Independent schools are inspected annually and as part of this inspection, the Inspector of Independent Schools will verify that they have anti-bullying policies in place that comply with the Inspector's Order. If a school is not in compliance, then they risk decertification.

6. *Will this change parallel what has taken place in Alberta where the Minister of Education has released provincial guidelines for SOGI policy and have mandated boards to have comprehensive SOGI policies in place that provide wide-ranging support to students with diverse sexual orientations, including the creation of student-led clubs, such as gay-straight alliances, ensuring those with diverse gender identity would be allowed to use washrooms of their choosing, try out for all sports teams, or be addressed with different pronouns instead of "he" or "she"?*

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MINISTRY OF EDUCATION BRIEFING NOTE

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SD No. 35 Langley	<p>SD undertook a 2 year consultation process with its community on how to further support LGBTQ students. As a result, the district revised its student and employee harassment policies and district code of conduct to include specific LGBTQ language.</p> <p>Other notable district activities:</p> <ul style="list-style-type: none">- Anti homophobia poster contest- Established District Gay Straight Alliance (GSA)

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It is expected that developing policies, procedures, language, awareness and education will be identified as key actions. Depending on the outcome of these discussions, the Ministry may consider developing provincial guidelines to support districts in their efforts to support LGBT2SQ+ children and youth.

14. What is the Ministry Doing to Support Gender Neutral Facilities and Gender Sexuality Alliances (GSAs) in all Schools?

Based on the outcome of the discussions with district leaders this fall, more information will be gathered on the number of schools/districts that have gender neutral facilities and GSAs and an understanding of the challenges districts face. Once this information is understood, districts can share best practices, build capacity and increase ways to adopt more inclusive measures to support LGBT2SQ+ students.

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15. What Work Has the SOGI Working Group Done to Date?

Actions to date include:

- The identification of short, medium and long term policy options (provided to the DM/Minister);

**MINISTRY OF EDUCATION
BRIEFING NOTE**

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- Collaboration to hosts two sessions:
 - October 21st – Capacity building session for SOGI district and school leaders
 - October 25th – Policy and procedures development session for school district and independent school association leaders
- Initial discussion of policy, regulatory, legislative levers to advance SOGI education in B.C.

**MINISTRY OF EDUCATION
BRIEFING NOTE**

DATE: September 19, 2016
CLIFF: 190542

PREPARED FOR: Honourable Mike Bernier, Minister, for **Information** at the request of the Learning Division for meeting with NDP Caucus Sept 28, 2016.

SUBJECT: Sexual Orientation and Gender Identity (SOGI) Inclusive Education

BACKGROUND:

~~Fostering inclusive and caring schools has benefits for all, including LGBT2SQ+[†] students and staff. Compared with their heterosexual peers, LGBT2SQ+ youth are more likely to report substance use problems, are at greater risk of suicide and self-injurious behaviours and are least likely to attend post-secondary.~~

~~Earlier this year, the Minister and Deputy Minister met with representatives from the LGBT2SQ+ community to discuss opportunities to strengthen inclusive education in BC schools.~~ s.13

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On September 8, 2016, the Minister of Education announced that Boards of Education and Independent School Authorities will now be required to reference sexual orientation and gender identity/expression in their anti-bullying policies consistent with recent changes to the BC Human Rights Code. Boards of Education and Independent School Authorities are required to make the policy changes by December 31, 2016. It was also announced that Ministry and the ARC (Aware Respect Capacity) Foundation will be partnering to leverage SOGI expertise through a SOGI Education Liaison ~~roleposition~~ intended to directly support boards of education and independent school authorities with anti-bullying policy development or enhancements.

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The NDP Critic Spencer Herbert, MLA (Vancouver West-End) has strongly advocated for the protection of transgender people in BC's Human Rights Code. Since 2011, he tried four times to introduce the *Gender Identity and Expression Human Rights Recognition Act*, a private members' bill, to ensure transgender individuals are explicitly protected in BC's human rights code and called on the BC government to ensure that all health authorities in the province have transgender health programs. It is expected that Mr. Herbert would like to know more the partnership announcement between the Ministry and the ARC Foundation as well as next steps that are planned to support SOGI inclusive education.

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DISCUSSION:

Currently a Memorandum of Understanding (MOU) is being finalized that outlines expectations, responsibilities, resourcing and timelines for the partnership between the ARC Foundation and the Ministry s.13

[†]The acronym LGBT2SQ+ represents: lesbian, gay, bisexual, transgender, two-spirited and questioning children and youth. The + symbol represents gender fluidity.

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The Ministry along with the ARC Foundation will be supporting two SOGI leadership conferences this fall:

- October 21st – Capacity building session for SOGI district and school leaders;
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The Ministry is also exploring ways to increase education and understanding of students, teachers and school communities beyond policy changes to SOGI Education. 's.13

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ERASE Bullying Strategy

Government's comprehensive ERASE Bullying Prevention Strategy promotes inclusion, and supports the diversity of all BC students, including students who identify as LGBT2SQ+. This includes training for educators and community partners that focuses specifically on addressing systemic racism, homophobia and creating inclusive schools for LGBT2SQ+ children and youth. To date, 4 levels of training have been provided to 15,000 educators and community partners in 60 school districts and 152 independent schools.

Other areas within the Ministry that support SOGI inclusive education includes the redesigned curriculum where sexual and gender identity understanding ~~are~~is a part of the content of the Physical and Health Education curriculum. As well, the MyED BC system enables students to indicate their preferred name and gender.

CONCLUSION

Encouraging districts/schools to adopt SOGI inclusive education ensures all students across British Columbia, regardless of where they live or which school they attend, are able to lead an authentic life.

Appendix 1 – Q&As

<u>Contact Information</u>		Approved
Lisa Dominato 604 817-3635	ADM initial	Dave Byng Deputy Minister
		Date signed:

MINISTRY OF EDUCATION BRIEFING NOTE

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It requires independent school authorities to have bullying and harassment prevention policies that explicitly reference the prohibited grounds of discrimination, including sexual orientation and gender identity.

How is this different from the previous requirement of boards to include the prohibited grounds of discrimination in their codes of conduct?

We are amending the Provincial Standards for Codes of Conduct Order and requiring boards to explicitly reference sexual orientation and gender identity/expression in their school codes of conduct.

Independent school authorities are already required to have bullying and harassment prevention policies in place. How does this announcement impact independent schools?

Independent school authorities are required to have anti-bullying and harassment policies in place; however, local policies will need to be reviewed and where applicable amended to include the specific elements outlined in the Order, including reference to the prohibited grounds of discrimination. Human Rights code, including sexual orientation and gender identity.

Does this change run contrary to an independent school authority's rights/freedoms under the BC Human Rights Code?

No. Independent school authorities are bound by the BC Human Rights Code which provides prohibited grounds for discrimination. However, Section 41 also provides exemptions for non-profit religious educational organizations, among others, that have as a primary purpose the promotion of the interests and welfare of an identifiable group, such as a faith-based independent school. This exemption is provided so that faith-based school authorities can grant

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Will this change parallel what has taken place in Alberta where the Minister of Education has released provincial guidelines for SOGI policy and have mandated boards to have comprehensive SOGI policies in place that provide wide-ranging support to students with diverse sexual orientations, including the creation of student-led clubs, such as gay-straight alliances, ensuring those with diverse gender identity would be allowed to use washrooms of their choosing, try out for all sports teams, or be addressed with different pronouns instead of "he" or "she.?"

The Ministry is committed to developing a robust SOGI education strategy and is partnering with the ARC Foundation to support school districts and independent school authorities in developing their policies and programs to be inclusive of sexual orientation and gender identity.

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Through this partnership, the ARC Foundation will leverage its network of SOGI experts and act as a SOGI Education liaison, providing expertise to the Ministry, Boards of Education and independent school authorities. The ARC Foundation also help identify and/or develop appropriate resources in support of this work.

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MINISTRY OF EDUCATION BRIEFING NOTE

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1. How will the ARC Foundation and newly created SOGI Education Advisor be engaging with Boards of Education and independent school authorities?

The ARC Foundation will be working closely with Ministry of Education staff on a detailed project plan and engagement strategy.

The Ministry, in collaboration with the ARC Foundation, are planning a SOGI policy summit for October 25. Superintendents and/or their delegate and representatives of the FISA will be invited to participate in the policy summit. The focus of the summit will be to co-create policy and discuss how to translate this policy into action.

2. What kind of reporting will be required of Boards of Education and independent school authorities?

The Ministry of Education will be asking Boards of Education to report back to the Ministry by the end of the school year (2016/17) the status of their anti-bullying policies.

Independent school authorities' policies will be verified through the regular school inspection process and reporting to the Ministry

What Are Other Jurisdictions Doing to Support SOGI Inclusive Education?

Four provinces and one territory have introduced education policies/best practice guidelines to support LGBTQ students/SOGI education. (Alberta, Saskatchewan, Nova Scotia, New Brunswick and the Yukon).

Five provinces and one territory mandate GSA clubs. (Alberta, Manitoba, Ontario, Nova Scotia, New Brunswick and the Yukon.)

The federal government has introduced a Bill, which adds gender identity as a prohibited ground for discrimination under the Canadian Human Rights Act and to the list of distinguishing characteristics of 'identifiable group' protected by the hate speech provisions of the Criminal Code.

Are There Districts Proactively Supporting SOGI Inclusive Education?

Public School Districts Examples

SD No. 37 Delta	Participated in a School Districts SOGI Pilot (2015-2016) which provided a peer network, onboarding, and training tools, including an online district-wide toolkit, to 6-8 SOGI Coordinators within BC school districts for the 2016/17 school year.
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	This past year, the district implemented a new role of Sexual Orientation and Gender Identity District Coordinator.
SD No. 35 Langley	SD undertook a 2 year consultation process with its community on how to further support LGBTQ students. As a result, the district revised its student and employee harassment policies and district code of conduct to include specific LGBTQ language. Other notable district activities: <ul style="list-style-type: none"> - Anti homophobia poster contest - Established District Gay Straight Alliance (GSA) - Parent Workshops that focus on supporting LGBTQ+ youth.
SD No. 68 Nanaimo	Gender-neutral washrooms are in every school in the Nanaimo-Ladysmith School District
SD No. 39 Vancouver	VSB has one of the more robust and comprehensive SOGI policies. The district passed a motion in June 2014 supporting gender neutral washrooms in all school buildings.

Independent School Examples

King David School (Jewish School) in Vancouver	Currently has a staff bathroom that is available to students as needed. Next year they plan to make it gender neutral designated. The school has a GSA.
Collingwood School in West Vancouver	Staff trained on LGBTQ issues in August 2015. About 10 Gender neutral bathrooms. A GSA in the building is called 'Allies' and consists of students/staff/school nurse and meets weekly to discuss issues and needs.

How is the Ministry Helping Districts Adopt SOGI Inclusive Education Practices?

Through the partnership with the ARC Foundation, Ministry staff will be working with District leaders this fall to better understand what schools/districts/educators need to fostering safe and inclusive schools.

It is expected that developing policies, procedures, language, awareness and education will be identified as key actions. Depending on the outcome of these discussions, the Ministry may consider developing provincial guidelines to support districts in their efforts to support LGBT2SQ+ children and youth.

What is the Ministry Doing to Support Gender Neutral Facilities and Gender Sexuality Alliances (GSAs) in all Schools?

Based on the outcome of the discussions with district leaders this fall, more information will be gathered on the number of schools/districts that have gender neutral facilities and GSAs and an understanding of the challenges districts face. Once this information is understood, districts can share best practices, build capacity and increase ways to adopt more inclusive measures to support LGBT2Q+ students.

Many schools have already designated staff washrooms into gender neutral washrooms at no cost. There can still be a barrier for transgendered students as often they need a key to access the staff washroom leaving them vulnerable to harassment by other students. In order for some schools to make gender neutral facilities available, funding may be required to support

MINISTRY OF EDUCATION BRIEFING NOTE

infrastructure changes that are needed. As this time, it is recommended that all new school builds and upgrades consider adding gender neutral facilities as part of the planning process.

Currently any school can establish a GSA; however, it is dependent on a school staff member to facilitate the club. A *School Act* amendment would be required to give student's the right to have a Gender Sexuality Alliance (GSA) club in their school. This is something the Working Group and District Leaders will consider as part of the broader SOGI inclusive education discussions taking place this fall.

What Work Has the SOGI Working Group Done to Date?

Actions to date include:

- The identification of short, medium and long term policy options (provided to the DM/Minister);
- The development of gender identity instructional samples in coordination with the Ministry of Health that complement the curriculum redesign;
- Collaboration to hosts two sessions:
 - October 21st – Capacity building session for SOGI district and school leaders
 - October 25th – Policy and procedures development session for school district and independent school association leaders
- Initial discussion of policy, regulatory, legislative levers to advance SOGI education in B.C.

**PROVINCE OF BRITISH COLUMBIA
MINISTRY OF EDUCATION**

TRANSFER UNDER AGREEMENT

THIS AGREEMENT dated for reference the 8th day of March, 2017

BETWEEN:

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

(the "Province", "Board", "Tribunal", "we", "us" or "our", as applicable)

OF THE FIRST PART

AND:

ARC Foundation
PO Box 20064, Fairview Post Office
525 West Broadway
Vancouver BC V5Z 4B3
(the "Recipient", "you" or "your" as applicable)

OF THE SECOND PART

The parties to this Agreement agree as follows:

SECTION 1 - APPOINTMENT

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

SECTION 2 - PAYMENT OF A FINANCIAL CONTRIBUTION

- 2.01 Subject to the provisions of this Agreement, the Province will provide the Recipient with a financial contribution (the "Financial Contribution"), in the amount and manner, and at the times set out in Schedule "B" attached to this Agreement.
- 2.02 Notwithstanding any other provision of this Agreement the payment of the Financial Contribution" by the Province to the Recipient pursuant to this Agreement is subject to:
- (a) there being sufficient monies available in an appropriation, as defined in the *Financial Administration Act* ("FAA"), to enable the Province, in any fiscal year when any payment of money by the Province to the Recipient falls due pursuant to this Agreement, to make that payment; and

- (b) Treasury Board, as defined in the FAA, not having controlled or limited, pursuant to the FAA, expenditure under any appropriation referred to in subparagraph (a) of this paragraph.

2.03 The Recipient must:

- (a) apply for any refund or remission of federal or provincial tax or duty available with respect to any items that the Province has paid for or agreed to pay for under this Agreement (the "Refund"), and
- (b) on receipt of the Refund, comply with the requirements concerning the use, application or remittance of the Refund set out in Schedule "B" to this Agreement.

2.04 Paragraph 2.03 continues in force indefinitely, even after this Agreement expires or is terminated.

SECTION 3 - REPRESENTATIONS AND WARRANTIES

3.01. The Recipient represents and warrants to the Province with the intent that the Province will rely thereon in entering into this Agreement that:

- (a) all information, statements, documents and reports furnished or submitted by it to the Province in connection with this Agreement are true and correct;
- (b) it has no knowledge of any fact that materially adversely affects, or so far as it can foresee, might materially adversely affect, its properties, assets, condition (financial or otherwise), business or operations or its ability to fulfill its obligations under this Agreement;
- (c) it is not in breach of, or in default under, any law, statute or regulation of Canada or of the Province of British Columbia applicable to or binding on it or its operations;

3.02 All statements contained in any certificate, application, proposal or other document delivered by or on behalf of the Recipient to the Province under this Agreement or in connection with any of the transactions contemplated hereby will be deemed to be representations and warranties by the Recipient under this Agreement.

3.03 All representations, warranties, covenants and Agreements made herein and all certificates, applications or other documents delivered by or on behalf of the Recipient are material and will have been relied upon by the Province and will continue in full force and effect during the continuation of this Agreement.

SECTION 4 - RELATIONSHIP

4.01 No partnership, joint venture, agency or other legal entity will be created by or will be deemed to be created by this Agreement or any actions of the parties pursuant to this Agreement.

- 4.02 The Recipient will be an independent contractor and not the servant, employee or agent of the Province.
- 4.03 The Recipient will not in any manner whatsoever commit or purport to commit the Province to the payment of money to any person, firm or corporation.
- 4.04 The Province may, from time to time, give instructions to the Recipient in relation to the carrying out of the Services, and the Recipient will comply with those instructions but will not be subject to the control of the Province regarding the manner in which those instructions are carried out except as specified in this Agreement.

SECTION 5 - RECIPIENT'S OBLIGATIONS

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

SECTION 6 - RECORDS

- 6.01 The Recipient will:
- (a) establish and maintain accounting and administrative records in form and content satisfactory of the Province, to be used as the basis for the calculation of the Financial Contribution;
 - (b) establish and maintain books of account, invoices, receipts and vouchers for all expenses incurred in form and content satisfactory to the province; and
 - (c) permit the Province at any time or times during normal business hours, to copy or audit, or both, any or all of the books of account and records (including original supporting documents) referred to in sub-paragraphs (a) and (b) of this paragraph.

- 6.02 The Recipient will not, without the express written consent of the Province, dispose of any time records, books of account, invoices, receipts or vouchers relevant to this Agreement.

SECTION 7 - STATEMENTS AND ACCOUNTING

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

SECTION 8 - REPORTS

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

SECTION 9 - CONFLICT OF INTEREST

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

SECTION 10 - CONFIDENTIALITY

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

SECTION 11 - DEFAULT

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

SECTION 12 - TERMINATION

- 12.01 Upon the occurrence of any Event of Default and at any time thereafter the Province may, notwithstanding any other provision of this Agreement, at its option, elect to do any one or more of the following:
- (a) terminate this Agreement, in which case the payment of the amount required under paragraph 12.03 of this Agreement will discharge the Province of all liability to the Recipient under this Agreement;
 - (b) require the Event of Default be remedied within a time period specified by the Province;

- (c) suspend any installment of the Financial Contribution or any amount that is due to the Recipient while the Event of Default continues;.
- (d) waive the Event of Default;
- (e) pursue any other remedy available at law or in equity.

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

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

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

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

SECTION 13 - DISPUTE RESOLUTION

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

SECTION 14 - INSURANCE AND INDEMNITY

14.01 During the Term of this Agreement, the Recipient will provide, maintain and pay for insurance as specified in Schedule "C", if any, which may be amended from time to time at the sole discretion of the Province.

14.02 Without limiting the provisions of subparagraph (c) of paragraph 5.01, the Recipient will comply with the Workers' Compensation Legislation for the Province of British Columbia.

14.03 The Recipient will indemnify and save harmless the Province, its employees and agents, from and against any and all losses, claims, damages, actions, causes of action, costs and expenses that the Province may sustain, incur, suffer or put to at any time either before or after the expiration or termination of this Agreement, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission of the Recipient, or of any agent, employee, officer, director or sub-contractor of the Recipient pursuant to this Agreement, excepting always liability arising out of the independent negligent acts of the Province.

SECTION 15 - ASSIGNMENT AND SUB-CONTRACTING

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

SECTION 16 - OWNERSHIP AND COPYRIGHT

- 16.01 Copyright in the Material will be the exclusive property of the Province and, at the request of the Province, the Recipient will provide documents confirming the vesting of copyright in the Province.
- 16.02 The Recipient acknowledges and agrees that the Province exclusively owns:
- (a) all documents received by the Recipient from the Province as a result of this Agreement, including findings, software, data, specifications, drawings, reports, and documents, and
 - (b) any property that is provided by the Province to the Recipient for the purposes of this Agreement, unless the Province has indicated in writing that the property provided is to be owned by the Recipient.
- (the documents and property referred to in subparagraphs (a) and (b) collectively referred to as the "Province's Property").
- 16.03 The Recipient will deliver the Material and the Province's Property forthwith following the expiration or sooner termination of this Agreement; provided that the Province may, at any time or times prior to the expiration or sooner termination of this Agreement, give written notice to the Recipient requesting delivery by the Recipient to the Province of any or all of the Material and Province's Property, in which event the Recipient will forthwith comply with that request.
- 16.04 If the Recipient is a person, or a sole proprietorship, the Recipient warrants that the Recipient is the only person who has or will have moral rights in the Material and the Recipient hereby waives in favour of the Province all of the Recipient's moral rights, as provided for in the law of copyright, in the Material produced by the Recipient, and upon that Material coming into existence, the Recipient agrees to execute documents provided by the Province acknowledging the waiver of the Recipient's moral rights in such Material.

- 16.05 If the Recipient is a corporation, professional association, or joint venture, the Recipient will cause any of its employees, sub-contractors, partners, or members as the case may be, who have moral rights in the Material to execute a waiver of moral rights on any form of waiver provided by the Province, and to forward the waiver to the Province.

SECTION 17 - OTHER FUNDING

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

SECTION 18 - NOTICES

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

Ministry of Education
Twila Lavender
PO Box 9887 Stn Prov Govt
Victoria BC V8W 9T6

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

ARC Foundation
PO Box 20064, Fairview Post Office
525 West Broadway
Vancouver BC V5Z 4B3

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

SECTION 19 - NON-WAIVER

- 19.01 No term or condition of this Agreement and no breach by the Recipient of any such term or condition will be deemed to have been waived unless such waiver is in writing signed by the Province and the Recipient.

- 19.02 The written waiver by the Province or any breach by the Recipient of any term or condition of this Agreement will not be deemed to be a waiver of any other provision of any subsequent breach of the same or any other provision of this Agreement.

SECTION 20 - ENTIRE AGREEMENT

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

SECTION 21 - SURVIVAL OF PROVISIONS

- 21.01 All of the provisions of this Agreement in favour of the Province including, without limitation, paragraphs 2.02, 4.03, 6.01, 7.02, 8.01, 10.01, 12.03, 14.03, 16.01 to 16.05, 18.01 to 18.04 and all of the rights and remedies of the Province, either at law or in equity, will survive any expiration or sooner termination of this Agreement.

SECTION 22 - MISCELLANEOUS

- 22.01 This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.
- 22.02 The Schedules to this Agreement are an integral part of this Agreement as if set out at length in the body of this Agreement.
- 22.03 No amendment or modification to this Agreement will be effective unless it is in writing and duly executed by the parties.
- 22.04 If any provision of this Agreement or the application to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired thereby and will be enforceable to the extent permitted by law.
- 22.05 Nothing in this Agreement operates as a consent, permit, approval or authorization by the Government of the Province of British Columbia or any Ministry or Branch thereof to or for anything related to the Services that by statute, the Recipient is required to obtain unless it is expressly stated herein to be such a consent, permit, approval or authorization.
- 22.06 Where the Recipient is a corporation, the Recipient warrants that the signatory has been duly authorized by the Recipient to execute this Agreement without corporate seal on behalf of the Recipient.
- 22.07 This Agreement may be executed by the parties in separate counterparts each of which when so executed and delivered shall be an original, and all such counterparts may be delivered by facsimile transmission and such transmission shall be considered an original.

- 22.08 For the purpose of paragraphs 22.09 and 22.10, an "Event of Force Majeure" includes, but is not limited to, acts of God, changes in the laws of Canada, governmental restrictions or control on imports, exports or foreign exchange, wars (declared or undeclared), fires, floods, storms, strikes (including illegal work stoppages or slowdowns), lockouts, labour shortages, freight embargoes and power failures or other cause beyond the reasonable control of a Party, provided always that lack of money, financing or credit will not be and will not be deemed to be an "Event of Force Majeure".
- 22.09 Neither party will be liable to the other for any delay, interruption or failure in the performance of their respective obligations if caused by an Event of Force Majeure, in which case the time period for the performance or completion of any such obligation will be automatically extended for the duration of the Event of Force Majeure.
- 22.10 If an Event of Force Majeure occurs or is likely to occur, then the party directly affected will notify the other Party forthwith, and will use its reasonable efforts to remove, curtail or contain the cause of the delay, interruption or failure and to resume with the least possible delay compliance with its obligations under this Agreement.

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

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

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

(Print Name of Recipient or Authorized Representative)

(Print Name of Authorized Representative)

(Signature)

(Signature)

SCHEDULE A – SERVICES

The Recipient will provide the following Services:

The Ministry of Education has partnered with the ARC (Awareness, Respect, Capacity) Foundation to access SOGI expertise in an effort to support boards of education and independent school authorities to develop policies and procedures that are inclusive of sexual orientation and gender identity.

The Ministry also assembled a SOGI Working group and developed a draft SOGI Strategic Plan which identifies 3 priorities for supporting SOGI Inclusive Education (Leadership, Build Safe Culture and Develop K-12 Tools and Resources). This SOGI e-learning project supports the goals in the SOGI Strategic Plan.

s.13,s.17

Ministry staff will participate in a project working group to provide advice on the selection of priority SOGI topic areas and review video and resource content to ensure educator stakeholder input is reflected in the video content and learning outcomes. This group will meet regularly to ensure project deliverables and timelines are met.

Phase 1 –SOGI 1 2 3 Videos will share information in two to three minute learning segments. This set of six videos will introduce BC educators to the key aspects of SOGI inclusive education, and will be designed to meet the needs of those who have little to no experience with SOGI-inclusive education. Video production to be completed by June 2017 with dissemination and promotion aimed for Sept 2017.

Phase 2 – In-depth SOGI e-Learning Videos will contain 8-10 minute learning segments, and will be accompanied by additional learning resources such as a facilitator's guide with expected learning outcomes and discussion questions. These videos will focus on three to five SOGI education priority topics and will help meet the learning needs of educators who are part of the SOGI School Network, while also appealing to a broader audience of public and independent school support staff, administrators and parents. Education partner consultation to commence April/May, video production and content development aimed for June/July, approval/finalization in Aug 2017, and dissemination and promotion of phase 2 in Fall 2017.

Phase 3 s.13,s.17

s.13,s.17

ARC Foundation will consult with the Ministry throughout the development of both phases of the project. ARC Foundation will notify the Ministry when each phase of the project is complete and ARC Foundation will make the videos and content available on the SOGI 1 2 3 Site (www.SOGIeducation.org). ARC Foundation will monitor the number of video downloads from school districts and independent schools and collect feedback from educators through the BC SOGI Education

Network on how the tool is being received throughout the next school year (2017/18). ARC Foundation will provide an overview report that outlines website analytics and user feedback to the Ministry by June 2018.

The Province's representative under this Agreement is _____<name and phone number>_____.

The Recipient's representative under this Agreement is ____<name and phone number >_____

The Term of this Agreement is March 8, 2017 to June 30, 2018.

SCHEDULE B – FINANCIAL CONTRIBUTION

1. The Province agrees to provide a Financial Contribution to the Recipient in the amount of **\$50,000** for the provision of the Services during the Term of the Agreement, both described in Schedule “A”.
2. Payments will be made as follows:
 - (a) an initial payment of \$30,000 will be initiated upon signing of this agreement.
 - (b) Final payment of \$20,000 will be initiated on March 31, 2017;
3. The Recipient will submit to the Province, upon completion of the Services specified in Schedule “A”, a full accounting of the receipt and expenditure of the financial contribution.

**MINISTRY OF EDUCATION
DECISION NOTE FOR DEPUTY MINISTER**

DATE: March 15, 2017

CLIFF:

PREPARED FOR: Dave Byng, Deputy Minister, for **Decision**, at the request of the Learning Division regarding renewal of the Memorandum of Understanding (MOU) with the ARC Foundation.

SUBJECT: Renewal of MOU with the ARC Foundation

BACKGROUND:

In September 2016, the Minister of Education announced a partnership with the ARC Foundation of Vancouver to support schools in developing SOGI inclusive policies. As a result of this announcement, the Ministry formalized the partnership through a MOU. The MOU is set to end on September 30, 2017, with the option to renew. The current MOU establishes expectations that the ARC Foundation will provide the Ministry with SOGI expertise and help support Boards of Education and Independent School Authorities in their SOGI work.

s.13

DISCUSSION:

The partnership with the ARC Foundation has been incredibly successful, including the development of guiding principles for SOGI inclusive education, policy and leadership summits, and updated codes of conduct. Renewing the MOU would enable the Ministry to build on the successes to-date and establish a longer term commitment to SOGI inclusive education.

s.13

s.13 The ARC Foundation's role would be to support strategy development, leverage its network and provide expertise as needed.

s.13,s.17

s.13,s.17

LINKS TO OTHER MINISTRIES: (include only if applicable)

Ministry of Health

OPTIONS:

s.13,s.17

s.13

RECOMMENDATION:

s.13,s.17

Attachment(s)

<u>Contact</u> <u>Information</u> Department Name Department Phone # Department File		Agree / Disagree:
	ADM initial	Dave Byng Deputy Minister
		Date signed:

**MINISTRY OF EDUCATION
DECISION NOTE FOR DEPUTY MINISTER**

DATE: March 15, 2017

CLIFF:

PREPARED FOR: Dave Byng, Deputy Minister, for **Decision**, at the request of the Learning Division regarding renewal of the Memorandum of Understanding (MOU) with the ARC Foundation.

SUBJECT: Renewal of MOU with the ARC Foundation

BACKGROUND:

In September 2016, the Minister of Education announced a partnership with the ARC Foundation of Vancouver to support schools in developing Sexual Orientation and Gender Identity (SOGI) inclusive policies. As a result of this announcement, the Ministry formalized the partnership through a MOU. The MOU is set to end on September 30, 2017, with the option to renew.

The MOU did not involve financial commitments from either party.

DISCUSSION:

The partnership with the ARC Foundation has resulted in a number of significant accomplishments including the development of guiding principles for SOGI inclusive education, provincial SOGI policy and leadership summits, and integration of SOGI into school districts' and independent schools' codes of conduct^{s.13}

s.13

In the current MOU, the ARC Foundation's role involves providing access to SOGI expertise, and supporting boards of education and independent school authorities in developing SOGI inclusive policies and procedures. The Ministry's role involves providing assistance regarding communication and coordination with boards and independent schools^{s.13}

s.13

s.13

Ministry staff would work with the ARC Foundation to develop a work plan that supports the terms of a renewed MOU and associated financial commitments.

OPTIONS:

s.13,s.17

RECOMMENDATION:

s.13,s.17

Attachment: Memorandum of Understanding between Ministry of Education and ARC
Foundation (Jan-Sep, 2017)

<u>Contact</u> <u>Information</u> Department Name Department Phone # Department File		Agree / Disagree:
	ADM initial	Dave Byng Deputy Minister
		Date signed:

Gibbs, Lisa EDUC:EX

From: Lavender, Twila EDUC:EX
Sent: Wednesday, March 8, 2017 9:35 AM
To: Dominato, Lisa EDUC:EX; Beddall, Scott EDUC:EX
Cc: Walker, Kim EDUC:EX
Subject: FW: GTR 16/17 LD-34
Attachments: LD-34 Scanned20170307.pdf

Hi Lisa and Scott,

After chatting with Kim, we don't have to do a grant letter to ARC as the STOB of the GTR was changed to STOB 80. Kim is moving the background info from the signed GRT over to a **transfer under agreement** template and will send to Lisa and me to review today. She will then get Lizzie to sign it ^{s.22} and coordinate getting two payments to ARC – one for \$35k on March 15th and the other for \$15k on March 30th – Kim explained for accounting purposes the funds need to be paid in 2 installments. Thank you again Kim for assisting us with this final piece.

Twila

From: Dominato, Lisa EDUC:EX
Sent: Tuesday, March 7, 2017 10:00 PM
To: Lavender, Twila EDUC:EX
Subject: Fwd: GTR 16/17 LD-34

Fyi.woot!

We'll need to develop a grant letter etc. Let's chat tomorrow.

Sent from my Samsung device

----- Original message -----

From: "Latreille, Hollie E EDUC:EX" <Hollie.Latreille@gov.bc.ca>
Date: 2017-03-07 3:02 PM (GMT-08:00)
To: "Dominato, Lisa EDUC:EX" <Lisa.Dominato@gov.bc.ca>
Cc: "Walker, Kim EDUC:EX" <Kim.Walker@gov.bc.ca>, "Jobagy, Ann EDUC:EX" <Ann.Jobagy@gov.bc.ca>, "Hicks, Laurie A EDUC:EX" <Laurie.Hicks@gov.bc.ca>
Subject: GTR 16/17 LD-34

Hi Lisa,

Please find attached the approved Government Transfer Request (STOB 80). Please note the transfer number which is **16/17 LD-34**. This number should be the reference number used in all correspondence relating to this Government Transfer Request.

Please liaise with the CAPS unit for the contract number and payment requirements.

Thanks,

Hollie Latreille

Payment Review Clerk, Accounts Payable

Financial Services Branch | Ministry of Education

Tel: (250) 356-6616 | Hollie.Latreille@gov.bc.ca

Warning: This email is intended only for the use of the individual or organization to whom it is addressed. It may contain information that is privileged or confidential. Any distribution, disclosure, copying, or other use by anyone else is strictly prohibited. If you have received this in error, please telephone or e-mail the sender immediately and delete the message.



Ministry of Education

GOVERNMENT TRANSFER REQUEST

MINISTRY TRANSFER IDENTIFICATION

GOVERNMENT TRANSFER NAME:	ARC Foundation				
START DATE:	MARCH 1, 2017	END DATE:	MARCH 31, 2017	TOTAL AMOUNT:	\$50,000
DIVISION:	Learning Division		BRANCH:	STUDENT SAFETY AND WELLNESS	
MINISTRY CONTACT NAME:	Lisa Dominato		PHONE #:	604-817-3635	

BACKGROUND / DETAILS

PURPOSE / NATURE OF GOVERNMENT TRANSFER:	Support the implementation of a multi-phased educator Sexual Orientation and Gender Identity (SOGI) e-learning strategy.
LINK TO THE SERVICE PLAN:	Goal 2: Effective support for teachers.
MINISTRY'S ROLE:	<p>The Ministry of Education has partnered with the ARC (Awareness, Respect, Capacity) Foundation to access SOGI expertise in an effort to support boards of education and independent school authorities to develop policies and procedures that are inclusive of sexual orientation and gender identity. The Ministry also assembled a SOGI Working group and developed a draft SOGI Strategic Plan which identifies 3 priorities for supporting SOGI Inclusive Education (Leadership, Build Safe Culture and Develop K-12 Tools and Resources). This SOGI e-learning project supports the goals in the SOGI Strategic Plan.</p> <p>s.13,s.17</p> <p>Ministry staff will participate in a project working group to provide advice on the selection of priority SOGI topic areas and review video and resource content to ensure educator stakeholder input is reflected in the video content and learning outcomes. This group will meet regularly to ensure project deliverables and timelines are met.</p>
EXPECTED ACTIONS AND OUTPUTS:	<p>Phase 1 –SOGI 1 2 3 Videos will share information in two to three minute learning segments. This set of six videos will introduce BC educators to the key aspects of SOGI inclusive education, and will be designed to meet the needs of those who have little to no experience with SOGI-inclusive education. Video production to be completed by June 2017 with dissemination and promotion aimed for Sept 2017.</p> <p>Phase 2 – In-depth SOGI e-Learning Videos will contain 8-10 minute learning segments, and will be accompanied by additional learning resources such as a facilitator's guide with expected learning outcomes and discussion questions. These videos will focus on three to five SOGI education priority topics and will help meet the learning needs of educators who are part of the SOGI School Network, while also appealing to a broader audience of public and independent school support staff, administrators and parents. Education partner consultation to commence April/May, video production and content development aimed for June/July, approval/finalization in Aug 2017, and dissemination and promotion of phase 2 in Fall 2017.</p> <p>Phase 3 s.13,s.17 s.13,s.17</p>

WHAT ARE THE EXPECTED OUTCOMES?

Educators will increase their knowledge and understanding of SOGI Inclusive education and best practices and have access to customizable and sustainable resources and tools through the SOGI 123 website which enables them to better support students in discussions around this topic.

Parents will increase their knowledge and understanding of the issues facing the LGBTQ community and be able to access SOGI inclusive resources and practical supports through the SOGI 123 website with the goal to better support families.

HOW WILL THE MINISTRY HOLD THE RECIPIENT ACCOUNTABLE FOR RESULTS?

- PERFORMANCE TARGETS
- REPORTS

ARC Foundation will consult with the Ministry throughout the development of both phases of the project. ARC Foundation will notify the Ministry when each phase of the project is complete and ARC Foundation will make the videos and content available on the SOGI 1 2 3 Site (www.SOGIeducation.org). ARC Foundation will monitor the number of video downloads from school districts and independent schools and collect feedback from educators through the BC SOGI Education Network on how the tool is being received throughout the next school year (2017/18). ARC Foundation will provide an overview report that outlines website analytics and user feedback to the Ministry by June 2018.

TRANSFER TYPE

- ☒ GRANT (STOB 77) – DISCRETION OF GOVERNMENT WITH STIPULATIONS.
- ☐ ENTITLEMENT (STOB 79) – RECIPIENT MEETS ELIGIBILITY CRITERIA. PRESCRIBED BY LEGISLATION.
- ☒ SHARED COST ARRANGEMENT (STOB 80) – CONTRACTUAL AGREEMENTS (TUA) WITH STIPULATIONS.

FINANCIAL INFORMATION

ACCOUNT CODING:	CLIENT	RESPONSIBILITY	SERVICE LINE	STOB	PROJECT
	062	22108	06500	7701	2201470
BUDGET BREAKDOWN:	\$50,000	FY17			
	\$	FY			
	\$	FY			

BUDGET SOURCE:
REFERENCE DIVISIONAL
BUDGET PLAN (IF APPLICABLE)

AUTHORIZATION


- ☐ LEGISLATION (NAME):
- ☐ REGULATION (NAME):
- ☐ DISCRETIONARY:
- ☐ OTHER (SPECIFY):

RECIPIENT IDENTIFICATION			
LEGAL NAME OF RECIPIENT:	ARC Foundation	IF MULTIPLE RECIPIENTS EXPLAIN:	
ADDRESS:	PO Box 20064, Fairview Post Office 525 West Broadway Vancouver, BC V5Z 4B3, Canada		
<input checked="" type="checkbox"/> NOT-FOR-PROFIT ORGANIZATIONS <input type="checkbox"/> GOVERNMENT REPORTING ENTITY (E.G. SCHOOL-DISTRICTS) <input type="checkbox"/> OTHER PRIVATE BODIES (E.G. SOCIETY, TRUST) <input type="checkbox"/> INDIVIDUALS (E.G. SCHOLARSHIPS) <input type="checkbox"/> OTHER GOVERNMENT <input type="checkbox"/> OTHER (SPECIFY):			
SELECTION PROCESS			
DESCRIBE THE SELECTION PROCESS:	Ministry staff identified projects that align with core Ministry priorities. This project was identified as supporting the draft SOGI Strategic Plan.		
<input type="checkbox"/> APPLICATION PROCESS <input type="checkbox"/> SELECT INVITATION <input type="checkbox"/> COMPETITIVE PROCESS <input type="checkbox"/> DIRECT AWARD <input checked="" type="checkbox"/> OTHER (SPECIFY):			
RECIPIENT CAPACITY			
DESCRIBE THE RECIPIENT'S CAPACITY TO:	The recipient has experience working with other jurisdictions and has delivered on various projects and other joint initiatives. ARC Foundation has a working relationship with 9 pilot districts and established a SOGI school network which has identified district and independent school needs to further support SOGI inclusive education.		
• (A) COMPLETE THE PROJECT; AND • (B) REPAY THE FUNDS IF THE STIPULATIONS ARE NOT MET:			
DESCRIBE HOW THE MANDATE OF THE RECIPIENT ALIGNS WITH THE INTENT OF THE TRANSFER:	ARC Foundation, established in 2007, is focused on collaborating with other community leaders to create a school environment where all students can learn and develop authentically, free of societal bias.		
RISKS			
IDENTIFY RISKS AND STEPS TAKEN TO MITIGATE THE RISKS: EXAMPLE:	To mitigate the risk regular communication will be established to ensure project deliverables are met and the educational video content is reflective of district and independent schools' needs and education partners' feedback.		
CONSEQUENCES OF NOT FUNDING:			
APPROVALS			

EXPENSE AUTHORITY
NAME: **Scott Beddall**

CHIEF FINANCIAL OFFICER
NAME: **Tiffany Ma**

HK reversed



 SIGNATURE


 SIGNATURE

March 2, 2017

 DATE
 March 7/17

 DATE

Transfer #: _____

SOGI E-Learning Proposal

The ARC Foundation has approached the Ministry of Education for a financial commitment of \$50k, to support the implementation of a multi-phased Educator SOGI Learning and Development Strategy s.13,s.17

Phase 1 –SOGI 1 2 3 Videos will share information in two to three minute learning segments. This set of six videos will introduce BC educators to the key aspects of SOGI inclusive education, and will be designed to meet the needs of those who have little to no experience with SOGI-inclusive education. The videos will conclude by directing viewers to the SOGleducation.org web site where they can find additional information and resources.

- Audience: public and independent school educators
- Delivery: hosted on SOGI 1 2 3 website, shared at schools (ie staff meetings) via SOGI School Leads in the BC SOGI Network and promoted BC-wide through various communication channels (e.g. Ministry newsletters/meetings, Education Partners, ARC Foundation, etc).
- Proposed Topic Areas: SOGI 1 2 3 overview, policies and procedures, inclusive school environments, curriculum resources, queer competency, BC SOGI network
- Budget: \$25-30K
- Proposed timelines:
 - March-May 2017 – script and video development
 - June 2017 – review and approval
 - Sept 2017 – dissemination

Phase 2 – In-depth SOGI e-Learning Videos will contain 8-10 minute learning segments, and will be accompanied by additional learning resources such as a facilitator's guide with expected learning outcomes and discussion questions. These videos will focus on three to five SOGI education priority topics, informed by the BC SOGI Education Network, K-12 education partners, UBC Faculty of Education, Qmunity, Transcare BC and Out in Schools. The e-Learning videos will help meet the learning needs of educators who are part of the SOGI School Network, while also appealing to a broader audience of school support staff, administrators and parents.

- Audience: public and independent school educators administrators, support staff and parents
- Delivery: hosted on the SOGI 1 2 3 website, shared and promoted through various communication channels (Ministry newsletters/meetings, Education Partners, SOGI School Network and ARC Foundation etc.) and intended for staff meetings and other professional learning forums
- Proposed Topic Areas:
 - ✓ Queer competency - overview of common language and terminology
 - ✓ Inclusive Environments – practices and behaviours that lead to SOGI-inclusive learning environments
 - ✓ Curriculum Resources – SOGI-inclusive lesson plans that align with the new BC curriculum for integration into all subject matter
- Budget: \$70-75K
- Proposed timelines:
 - April/May 2017– informal consultations with K-12 partners/community groups
 - May/July 2017 – video design and production.
 - August 2017 – review and approval
 - September-November 2017– phased dissemination

Phase 3 - Enhanced SOGI e-training – a series of self-paced e-learning modules that are intended to increase the depth and breadth of educator knowledge on specific SOGI-related topics.

Audience, delivery model, proposed topic areas, budget and timelines to be determined in consultation with the ARC Foundation, K-12 education partners and community groups.^{s.13,s.17}

s.13,s.17



PAYMENT REQUEST

TO: FINANCIAL SERVICES BRANCH/FINANCIAL OPERATIONS

FROM: Kim Walker

DATE: December 19, 2017

PLEASE GENERATE A PAYMENT PER THE DETAILS BELOW

Name of Payee: <i>ARC Foundation</i>	If urgent – please indicate the date payment is required by:
Contract # (if applicable):	Payment Instruction: ____ Direct Deposit (EFT) or <u>X</u> Cheque
Payment Address: PO box 20064 Fairview Post Office 525 West Broadway Vancouver BC VV5Z 4B3	If Cheque: to be mailed to supplier <u>X</u> YES ____ NO If no: please provide a contact person for the RETURN CHEQUE:
Total amount of Payment: \$100,000	GL Coding for the refund 062/22108/06500/8001/2200262 (Cl/Resp/Serv/Stob/Proj)

Purpose of Payment:

Cheque Stub information (40 characters – this will appear on the cheque stub)

Receiving: Stephanie Glube

Payment Authorized by :

Qualified Receiver(signature):	Expense Authority (Name): Scott Beddall
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**PROVINCE OF BRITISH COLUMBIA
MINISTRY OF EDUCATION**

December 18, 2017

ARC Foundation
P.O. Box 20064, Fairview Post Office
525 West Broadway
Vancouver, B.C. V5Z 4B3

Attention: Brad Beattie, Executive Director

Dear Mr. Beattie:

I am pleased to inform you that the Ministry of Education has decided to grant the ARC Foundation ("ARC") the sum of \$100,000.00, as a contribution to support the BC SOGI Educator Network.

By accepting this contribution ARC acknowledges and agrees that it will apply the contribution to the achievement of the following objectives:

- The Provincial SOGI Education Lead to provide additional regional training sessions and support for school districts participating in the Network
- Additional staff support from ARC Foundation to provide school districts and K-12 education partner organizations with SOGI resources and professional development opportunities, and support integration of independent schools into the Network
- Collaboration with UBC Faculty of Education and the Provincial Health Services Authority to conduct an evaluation of the BC SOGI Educator Network, including school-level and district-level data collection.
- ARC will provide monthly reports to the Ministry on the status and progress of work in support of the BC SOGI Educator Network, in addition to a detailed final report on achievement of the deliverables outlined above.
- Continue to respect outlined shared goals regarding a provincial SOGI inclusive education strategy, and roles and expectations of each party outlined in the Memorandum of Understanding (MOU) between the Ministry of Education and ARC.

A gentle reminder not to communicate the funding award publicly until the Province makes formal announcements through media releases.

We look forward to continuing to collaborate on this important initiative so that students of all sexual orientations and gender identities can thrive and live authentic lives.

Thank you for your ongoing leadership in this area.

Sincerely,



Scott Beddall
Director, Student Safety and Wellness
Ministry of Education

**PROVINCE OF BRITISH COLUMBIA
MINISTRY OF EDUCATION**

March 30, 2017

ARC Foundation
P.O. Box 20064, Fairview Post Office
525 West Broadway
Vancouver, B.C. V5Z 4B3

Attention: Brad Beattie, Executive Director

Dear Mr. Beattie:

I am pleased to inform you that the Ministry of Education has decided to grant the ARC Foundation ("ARC") the sum of \$100,000.00, as a contribution towards the appointment, by ARC, of a Sexual Orientation and Gender Identity ("SOGI") Education Lead position (the "Position"). The Position will support the provincial SOGI inclusive education strategy.

By accepting this contribution, ARC acknowledges and agrees that it will apply the contribution to the achievement of the following objectives:

- The Position will be a full-time equivalent (1.0 FTE) position.
- The term of the Position will, at a minimum, run from August 1, 2017 to July 31, 2018, although it is recognized that the person appointed to the Position will be an employee or contractor of ARC and that it will be open to ARC to extend the term should it choose to do so.
- The Position will be located in Vancouver, British Columbia or Victoria, British Columbia.
- ARC will collaboratively consult with the Ministry to determine the qualifications, deliverables and responsibilities of the Position. Deliverables for the Position will include a sustainability plan outlining how the Position will build capacity within the BC K-12 education sector in order for SOGI inclusive activities to continue beyond the end of the Position's term.
- The Ministry and ARC will update and renew their existing Memorandum of Understanding (MOU). The updated MOU is to apply in respect of the one-year period following the end of the term of the existing MOU, and it will outline shared goals regarding a provincial SOGI inclusive education strategy, and roles and expectations of each party.
- ARC will provide monthly reports to the Ministry on the status and progress of work undertaken by the Position, in addition to a detailed final report (at the end of the Position's term) on achievement of the Position's deliverables.

We look forward to continuing to collaborate on this important initiative so that students of all sexual orientations and gender identities can thrive and live authentic lives.

Thank you for your ongoing leadership in this area.

Sincerely,

A handwritten signature in black ink, reading "Scott Beddall". The signature is fluid and cursive, with the first name "Scott" and last name "Beddall" clearly distinguishable.

Scott Beddall

*Director, Student Safety and Wellness
Ministry of Education*

From: Beddall, Scott EDUC:EX
Sent: Wednesday, March 29, 2017 9:33 AM
To: Brad Beattie; 'Lizzie Gross'
Cc: Dominato, Lisa EDUC:EX
Subject: MOU extension and funding transfer for SOGI staffing position

Dear Brad and Lizzie,

I am writing this email to confirm that our Deputy Minister has approved a one year extension of the MOU between Ministry of Education and the ARC Foundation (with opportunity to renew further), accompanied by one-time funding of \$100,000 for a staffing position to continue to provide provincial leadership and support for Sexual Orientation and Gender Identity (SOGI) inclusive education and environments in all BC K-12 schools. Our team is working with our finance and legal services departments to update the terms of the MOU and complete the necessary paperwork to transfer the funds to ARC. We are hoping to have drafts of that documentation over to you as soon as possible.

As we discussed, we are looking to integrate the following components related to the staffing position into the MOU/funding transfer agreement:

- Ministry and ARC to collaboratively determine the location, qualifications, deliverables and responsibilities of the position, including incorporating a sustainability focus (ie. how the position will build capacity within the system to keep the work ongoing by the end of the position's term)
- Ministry and ARC to collaborate on hiring for the position (ie. candidate review and selection)
- Ministry and ARC to provide support to the position (e.g. expertise, facilitating communications with education and community partners, etc).
- Position to be staffed by July/August 2017

We are very excited to continue our partnership with the ARC Foundation, and look forward to building on our successes to date over the coming year! Again, we will be in touch soon with draft documentation for your review.

Sincerely,

Scott

Scott Beddall | Director, Wellness and Safety

Learning Division | Ministry of Education
620 Superior St | Victoria BC | V8V 1V2
250-514-4961

Page 094 to/à Page 095

Withheld pursuant to/removed as

s.14

Gibbs, Lisa EDUC:EX

From: Beddall, Scott EDUC:EX
Sent: Wednesday, March 22, 2017 6:02 PM
To: Postings, Shelaina EDUC:EX; Dominato, Lisa EDUC:EX
Subject: Recap of call with ARC re MOU extension and staffing position

Hi Shelaina and Lisa,

Here is a quick recap of my call with Brad and Lizzie this afternoon:

Location of the position
s.13

-

s.13

Let me know if you have any thoughts on what we need to change or add....

Lisa – thanks for taking a crack at the funding letter...hope this helps you get started, and let me know what else you need.

Cheers,

Scott

Gibbs, Lisa EDUC:EX

From: Beddall, Scott EDUC:EX
Sent: Thursday, March 30, 2017 4:02 PM
To: Dominato, Lisa EDUC:EX
Subject: RE: FOR REVIEW: ARC MOU - LSB edits

Hi Lisa,

Thanks for your work on this. Much appreciated.

s.13

Let me know what you think. Once we have made any additional edits, I think the next step would be to get the draft over to Brad and Lizzie for input. Sound good?

Cheers,

Scott

From: Dominato, Lisa EDUC:EX
Sent: Thursday, March 30, 2017 11:32 AM
To: Beddall, Scott EDUC:EX
Subject: FOR REVIEW: ARC MOU - LSB edits

For review...solicitor input included.

Gibbs, Lisa EDUC:EX

From: Lizzie Gross <lizzie@POPpeopleagency.com>
Sent: Wednesday, March 22, 2017 4:37 PM
To: Beddall, Scott EDUC:EX; Postings, Shelaina EDUC:EX
Cc: Brad Beattie
Subject: Draft SOGI Education Lead PD
Attachments: MOE_SOGIEducationLead_DraftPD_March22.docx

Hi Scott and Shelaina,

s.13,s.17

Thanks,
Lizzie

Lizzie Gross | Director, People Operations

lizzie@poppeopleagency.com

778-320-1211

www.poppeopleagency.com

POP

SOGI Education Lead

1-year temporary position, full-time

BC Ministry of Education (TBC)

Main Functions

The purpose of the SOGI Education Lead is to act as a province-wide subject-matter expert in SOGI education for ARC Foundation and the Ministry of Education. The position will focus on the implementation of provincial SOGI education activities, including the BC SOGI Educator Network, and driving systemic change through experiential learning that will lead to recommendation for a province-wide operations and workforce model.

Position Type: 1-year temporary position, full-time

Location: Vancouver BC (TBC)

Reports to: ARC Foundation

Position Term: August 1, 2017 – July 31, 2018 (TBC)

Deliverables & Duties

The following are examples of deliverables for consideration across all projects.

BC SOGI Educator Network (50% hours)

- Lead BC SOGI Educator Network communications, meetings and activities, maintaining engagement and ensuring the timely sharing of information
- Act as Province-wide subject matter expert for District SOGI Leads, providing guidance, coaching and issue resolution support
- Develop and deliver content for District SOGI Lead and SOGI School Lead presentations and training throughout the year, including the annual Summit
- Support District SOGI Leads with the resolution of SOGI issues/situations as they arise in their district
- Share age-appropriate resource materials to SOGI District Leads for use in their district e.g. key messaging and language, including books, online, videos, activities and literacy kits
- Provide District SOGI Leads with support and issue resolution related to BC SOGI Educator Network process and tools, including the SOGI School Lead role and District SOGI Toolkit
- Support the sharing of SOGI expertise and resources across school districts and independent schools

SOGI-Inclusive Education (Approx. 50% hours)

- Advise on the development and delivery of content for SOGI learning and development across BC
- Act as Province-wide subject matter expert for SOGI, including consulting on legislation, policy and procedure for Ministry of Education, school districts and independent schools
- Work with education partners and subject matter experts to identify key trends and issues that impact BC schools
- Advise on the development and delivery of SOGI content for special events, including provincial SOGI Summits and school-based campaigns and initiatives
- Lead SOGI community collaboration, maintaining relationships with local, provincial and national LGBTQ community organizations on behalf of Ministry of Education and ARC Foundation
- Establish and lead a SOGI Curriculum Review Committee of SOGI subject matter experts to review all curriculum with a SOGI inclusivity lens
- Work with Ministry of Education communications team to advise on SOGI-focused communications
- Work with the Safe Schools team to increase internal knowledge, tools and process related to SOGI
- Consult on SOGI-inclusive legislation, policy and procedure
- Support the sharing of expertise and resources between Ministry of Education, BCTF, UBC Faculty of Education and ARC Foundation
- Coordinate meetings and liaise with members of the MOE SOGI Working Group

Skills & Experience

- Subject matter expert in SOGI-inclusive education, with a combination of Masters level of education and significant classroom experience
- Extensive experience developing and delivering SOGI-related content to students and educators including training, curriculum and legislation/policy awareness
- A leader and connector in the BC education and LGBTQ communities with the ability to establish and maintain effective relationships
- A collaborative style which values connecting people, both in the community and within organizations such as the Ministry of Education, BCTF and UBC
- Outgoing personality with both communication, facilitation and presentation skills to support working with a wide variety of people
- Entrepreneurial spirit and in-field approach to building community capacity

MEMORANDUM OF UNDERSTANDING

BETWEEN:

Her Majesty in Right of the Province of British Columbia,
as represented by the Minister of Education (the "Ministry")

AND:

ARC Foundation

WHEREAS:

1. The Ministry is responsible for overseeing all aspects of BC's K-12 education system, including setting policies and guidelines for boards of education, allocating funding, establishing curriculum, and governance of boards of education and independent school authorities through the School Act and the Independent School Act, respectively.
2. ARC Foundation is a private foundation that supports projects related to Awareness, Respect and Capacity in improving those marginalized in society based on sexual orientation, gender identity, ethnicity or financial status.
3. ARC Foundation's current focus is the Sexual Orientation and Gender Identity (SOGI) Education Initiative, which aims to facilitate collaboration, programming and funding to ensure every school in British Columbia provides a safe and inclusive environment for every child.
4. The parties wish to ensure that all schools in BC have policies in place to address bullying and harassment of students based on sexual orientation and gender identity.

THE PARTIES AGREE AS FOLLOWS:

5. The Ministry will provide assistance to ARC Foundation in communication and coordination with boards of education and independent school authorities.
6. ARC Foundation will provide the Ministry with access to SOGI expertise to help support boards of education and independent school authorities develop policies and procedures that are inclusive of sexual orientation and gender identity, including
 - (a) ongoing support, as agreed from time to time, to boards of education and independent school authorities;
 - (b) a SOGI policy toolkit; and

(c) by end of April 2017, a progress report, including recommendations for ways in which the Ministry can support boards of education and independent school authorities in developing their policies and procedures.

7. The term of this agreement ends September 30, 2017, and is renewable in writing by the agreement of both parties.

CONTACTS

8. The Ministry representatives are: Shelaina Postings, Lisa Dominato
9. The ARC Foundation representatives are: Brad Beattie, Lizzie Gross

Signed on **October 28, 2016** by

Comment [MPA1]: Either insert a line or update, if necessary.

Jennifer McCrea,
Assistant Deputy Minister
Ministry of Education

Brad Beattie,
Executive Director
ARC Foundation

MEMORANDUM OF UNDERSTANDING

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as represented by the Minister of Education (the “Ministry”)

AND:

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CONTACTS

8. The Ministry representatives are: Scott Beddall, Lisa Dominato
9. The ARC Foundation representatives are: Brad Beattie, Lizzie Gross

Signed on January 27, 2017 by

Jennifer McCrea,
Assistant Deputy Minister
Ministry of Education

Brad Beattie,
Executive Director
ARC Foundation

CONCEPT PAPER

OVERVIEW AND CONTEXT

The Ministry of Education is focused on supporting inclusive and respectful school environments where all students are at their best. To support this work the Ministry has established a Sexual Orientation and Gender Identity (SOGI) Working Group, in partnership with the Awareness, Respect, Capacity (ARC) Foundation, to explore and identify opportunities to foster and support an inclusive British Columbia education system for all students.

The Minister is considering implementing a strategy to compel boards of education and independent school authorities to have policies that prevent bullying and harassment of all students including specific reference to SOGI. To support this important work, it is recommended that a SOGI Education Liaison position be established in partnership with the ARC Foundation.

SOGI EDUCATION LIAISON POSITION OVERVIEW

The SOGI Education Liaison will provide leadership, expertise and support to both public schools and independent schools in establishing or enhancing anti-bullying policies with specific focus on SOGI. This includes sharing best practises, being a conduit of information and building capacity and understanding throughout the Education Sector. The position will also support with advising and recommending on SOGI teacher training, learning resources and tools. The SOGI Education Liaison will have responsibility for working with boards of education and independent school authorities to ensure policies are in place across public and independent schools and consideration has been given to how these policies will be supported, implemented and actioned.

The ARC Foundation is recognised for its leadership and expertise in supporting SOGI education and has been a key partner with the Ministry of Education. As such, it is recommended that the SOGI Education Liaison be funded and resourced within the ARC Foundation and provide support to the Ministry through the establishment of a Memorandum of Understanding. The position would be a one year term, commencing September 2016 and concluding September 2017. The position would be part-time (40% full-time equivalent) until December 2016 with the option of full-time for the remainder of the term.

TIMELINE AND KEY DELIVERABLES

The SOGI Education Liaison will be established September 2016. The work will be organized into three phases of design, implementation and reporting.

DESIGN

From September 2016 to December 2016, the SOGI Education Liaison will work in partnership with the Ministry of Education to establish a memorandum of understanding, terms of reference and a project plan. Once these are in place, the position will work on behalf of the Ministry and focus on consultations and communications with boards of

education and independent school authorities to outline expectations and support for establishing or enhancing anti-bullying policies with specific focus on SOGI.

IMPLEMENTATION

From January 2017 to May 2017, the SOGI Education Liaison will work closely with the Ministry to support implementation and enhancement of anti-bullying policies with specific focus on SOGI. Key deliverables of this phase include sharing of best practises, providing awareness and training as well as supporting districts and independent schools with tools and resources.

REPORTING

From June 2017 to September 2017, the SOGI Education Liaison will work with School Districts and Independent School Authorities to ensure policies are established and consideration has been given to how these policies will be supported, implemented and actioned. A key deliverable of this phase will be a summary status report as well as recommendations for next steps.



From: [Dominato, Lisa EDUC:EX](#)
To: [Beddall, Scott EDUC:EX](#)
Cc: [Walker, Kim EDUC:EX](#)
Subject: SOGI Education Lead Position - ARC Grant
Date: Wednesday, March 29, 2017 10:14:46 AM
Attachments: [image001.jpg](#)

Hi Scott, Kim – fyi – this is the description I had dumped into the TUA. I suspect we can make this an addendum to the MOU or something of that sort.

LD

SOGI Education Lead Position

The Recipient will create a one year, temporary full time equivalent (FTE) position that will support the Province in delivering on its priorities related to sexual orientation and gender identity (SOGI) inclusive education. The purpose of the SOGI Education Lead is to act as a provincial subject matter expert in SOGI education for the Ministry of Education and the ARC Foundation. The position will focus on the implementation of provincial SOGI education activities and supporting the BC SOGI Educator Network, and driving systemic change through experiential learning.

The term of this position will be one year, from August 1, 2017 to July 31, 2018.

Qualifications

- K-12 educator with a BC Teaching Certificate (in good standing) that has subject matter expertise in SOGI-inclusive education. Preference will be given to candidates with a combination of Master's Degree and significant classroom experience.
- Extensive experience developing and delivering SOGI-related content to students and educators including training, curriculum and legislation/policy awareness
- A leader and connector in the BC education and LGBTQ communities with the ability to establish and maintain effective relationships
- A collaborative style which values connecting people, both in the community and within organizations such as the Ministry of Education, BCTF and UBC
- Strong communication and interpersonal skills, including facilitation and presentation skills to support working with a wide variety of people.
- Entrepreneurial spirit and in-field approach to building community capacity.

Key Responsibilities and Deliverables

The position would support provincial priorities and the BC SOGI network (50/50 split). These responsibilities and deliverables would include:

Provincial:

- Act as Province-wide subject matter expert for SOGI, including providing advice to the Ministry of Education on potential legislation and policy
- Support Boards of Education and Independent School Authorities in developing SOGI related policies and procedures
- Work with education partners and subject matter experts to identify key trends and issues that impact BC schools
- Advise on the development and delivery of content for SOGI learning and development across BC
- Advise on the development and delivery of SOGI content for special events, including provincial SOGI Summits and school-based campaigns and initiatives
- Lead SOGI community collaboration, maintaining relationships with local, provincial and national LGBTQ community organizations on behalf of Ministry of Education and ARC Foundation

- Work with Ministry of Education communications team to advise on SOGI-focused communications
- Work with the Student Wellness and Safety team to increase internal knowledge, tools and process related to SOGI
- Support the sharing of expertise and resources between Ministry of Education, BCTF, UBC Faculty of Education and ARC Foundation
- Coordinate meetings and liaise with members of the MOE SOGI Working Group or other body the Ministry decides to establish

BC SOGI Network:

- Lead BC SOGI Educator Network communications, meetings and activities, maintaining engagement and ensuring the timely sharing of information
- Act as Province-wide subject matter expert for District SOGI Leads, providing guidance, coaching and issue resolution support
- Develop and deliver content for District SOGI Lead and SOGI School Lead presentations and training throughout the year, including the annual Summit
- Support District SOGI Leads with the resolution of SOGI issues/situations as they arise in their district
- Share age-appropriate resource materials to SOGI District Leads for use in their district e.g. key messaging and language, including books, online, videos, activities and literacy kits
- Provide District SOGI Leads with support and issue resolution related to BC SOGI Educator Network process and tools, including the SOGI School Lead role and District SOGI Toolkit
- Support the sharing of SOGI expertise and resources across school districts and independent schools

Reporting

The position would report to the Executive Director of the ARC Foundation, who would consult with the designated Ministry of Education representative regarding key priorities. The Executive Director will regularly report on the status and progress of work undertaken by this position. The ARC Foundation will provide the Ministry with a 6 month report and 12 month report on the work undertaken by the position.

The Province's representative under this Agreement is ___Scott Beddall, 250-514-4961____.

The Recipient's representative under this Agreement is ___Brad Beattie,^{s.22}_____

The Term of this Agreement is March 15, 2017 to August 31, 2018.

Lisa Dominato

Ministry of Education

Cell: 604-817-3635

www.erasebullying.ca

"Supporting schools and families to ensure the emotional and physical well-being of each student."

Partnership_web



**MINISTRY OF EDUCATION
DECISION NOTE FOR DEPUTY MINISTER**

DATE: March 15, 2017

CLIFF: 193446

PREPARED FOR: Dave Byng, Deputy Minister, for **Decision**, at the request of the Learning Division regarding renewal of the Memorandum of Understanding (MOU) with the ARC Foundation.

SUBJECT: Renewal of MOU with the ARC Foundation

BACKGROUND:

In September 2016, the Minister of Education announced a partnership with the ARC Foundation of Vancouver to support schools in developing Sexual Orientation and Gender Identity (SOGI) inclusive policies. As a result of this announcement, the Ministry formalized the partnership through a MOU. The MOU is set to end on September 30, 2017, with the option to renew.

The MOU did not involve financial commitments from either party.

DISCUSSION:

The partnership with the ARC Foundation has resulted in a number of significant accomplishments including the development of guiding principles for SOGI inclusive education, provincial SOGI policy and leadership summits, and integration of SOGI into school districts' and independent schools' codes of conduct. ^{s.13}

s.13

In the current MOU, the ARC Foundation's role involves providing access to SOGI expertise, and supporting boards of education and independent school authorities in developing SOGI inclusive policies and procedures. The Ministry's role involves providing assistance regarding communication and coordination with boards and independent schools. ^{s.13}

s.13

s.13

s.13

The ARC Foundation will require a financial commitment from the Ministry as part of a MOU renewal.

Ministry staff would work with the ARC Foundation to develop a work plan that supports the terms of a renewed MOU and associated financial commitments.

OPTIONS:


Option 1: Extend the MOU for 12 months, to the start of the 2018/19 school year, with financial commitment of \$100,000 and option to renew.

s.13

RECOMMENDATION:

Option: Option 1

Attachment: Memorandum of Understanding between Ministry of Education and ARC
Foundation (Jan-Sep, 2017)

<u>Contact</u> <u>Information</u> Department Name Department Phone # Department File	SP for JM	Agree Disagree: Option 1
	ADM initial	Jill Kot A/Deputy Minister 
	March 20, 2017	Date signed: 02017-03-22

**MINISTRY OF EDUCATION
DECISION NOTE FOR DEPUTY MINISTER**

DATE: March 15, 2017
CLIFF:

PREPARED FOR: Dave Byng, Deputy Minister, for **Decision**, at the request of the Learning Division regarding ~~possible extension~~ renewal of the ~~ARC Foundation Memorandum of Understanding (MOU) with the~~ ARC Foundation.

SUBJECT: Renewal of MOU with the ARC Foundation ~~MOU~~

BACKGROUND:
s.13

s.13 . With an extension proposal, it is anticipated that the Ministry would need to commit funds to support this partnership. The Ministry and ARC Foundation could determine a mutually agreeable staffing option to support this work (e.g. 0.5-1.0 FTE).

LINKS TO OTHER MINISTRIES: (include only if applicable)

OPTIONS:
s.13

s.13

s.13

s.13

RECOMMENDATION:

Option: Option 3_____

Attachment(s)

<u>Contact</u> <u>Information</u> Department Name Department Phone # Department File		Agree / Disagree:
	ADM initial	Dave Byng Deputy Minister
		Date signed:

From: [Postings, Shelaina EDUC:EX](#)
To: [Walker, Kim EDUC:EX](#)
Cc: [Beddall, Scott EDUC:EX](#)
Subject: FW: Additional funding for ARC foundation - DM direction
Date: Monday, March 20, 2017 9:36:28 AM

FYI –
s.13

Thanks
Shelaina

From: McCrea, Jennifer EDUC:EX
Sent: Friday, March 17, 2017 1:45 PM
To: Farkas, George EDUC:EX
Cc: Postings, Shelaina EDUC:EX; Kot, Jill EDUC:EX; Ma, Tiffany J EDUC:EX
Subject: RE: Additional funding for ARC foundation - DM direction
That would work.

From: Farkas, George EDUC:EX
Sent: Friday, March 17, 2017 1:45 PM
To: McCrea, Jennifer EDUC:EX
Cc: Postings, Shelaina EDUC:EX; Kot, Jill EDUC:EX; Ma, Tiffany J EDUC:EX
Subject: Re: Additional funding for ARC foundation - DM direction
I told dave right now we don't have that kind of excess so not sure we can accommodate. We can split between two fiscals if it's a priority

Sent from my iPhone

On Mar 17, 2017, at 1:37 PM, McCrea, Jennifer EDUC:EX <Jennifer.McCrea@gov.bc.ca> wrote:

Hi George, I left you a vmail yesterday on this. I met with Dave yesterday and was instructed to extend an MOU with ARC Foundation to continue our SOGI work under safe and inclusive schools. There is a \$100,000 cost for the extension and Dave said to connect with you to have this funding out of the year end money. We are working on the materials now for the extension and will be in a place for Jill's approval early next week and to move the money to ARC.

Jenn
Jennifer McCrea
Assistant Deputy Minister
Learning, Liaison and Student Safety
Ministry of Education
250-896-3735

From: Brad Beattie
To: [Beddall, Scott EDUC:EX](#)
Cc: [Lizzie Gross](#)
Subject: FW: Payment Coming your way
Date: Thursday, March 30, 2017 5:53:24 PM
Attachments: [Signed letter.pdf](#)

Hey Scott – thanks for your work on this project once again!
s.13,s.17

Thanks,

Brad

Brad Beattie

Executive Director – ARC Foundation

CEO – POP. The People Agency.

www.POPpeopleagency.com

brad@POPpeopleagency.com

s.22

From: "Walker, Kim EDUC:EX"

Date: Thursday, March 30, 2017 at 3:07 PM

To: Lizzie Gross

Cc: Brad Beattie

Subject: Payment Coming your way

Hi Lizzie

Attached is a funding letter for \$100,000 that you will be receiving the funds early next week for. Scott Beddall will work with ARC in the next while to finalize the MOU between ARC Foundation and Ministry of Education. If you have any questions regarding the letter attached please contact Scott directly.

Thanks and have a good evening.

Kim Walker

Ministry of Education

Project Analyst

Telephone: (778) 679-4032

E-mail: Kim.walker@gov.bc.ca

From: [Rebner, Diana EDUC:EX](#)
To: ["info@arcfoundation.com"](mailto:info@arcfoundation.com)
Subject: Letter from Minister Mike Bernier
Date: Wednesday, March 29, 2017 9:27:00 AM
Attachments: [192856 Quartermain outgoing.pdf](#)

Please find attached a letter from the Minister of Education.



March 29, 2017

Ref: 192856

s.22

ARC Foundation
525 West Broadway
Vancouver BC V5Z 4B3
Email: info@arcfoundation.com

Dear: s.22 :

Thank you for your letter dated February 14, 2017, highlighting the progress and accomplishments made to support Sexual Orientation and Gender Identity (SOGI) inclusive education in British Columbia.

I am incredibly proud of the significant contributions made by the ARC Foundation and Ministry staff to strengthen school district and independent school policies and procedures, foster inclusive school environments, and develop resources to increase awareness and knowledge of SOGI-inclusive practices and approaches.

I am also very pleased the Ministry will be extending the Memorandum of Understanding with the ARC Foundation for an additional year, accompanied by a financial commitment of \$100,000 to support a staffing position to continue to lead this important work. This is in addition to the Ministry's commitment of \$50,000 earlier this year towards the development of SOGI e-learning modules and educational videos.

I want to state my deep appreciation for the ARC Foundation's dedication, hard work and collaborative approach. We look forward to continuing to collaborate with the ARC Foundation to ensure all BC schools are welcoming and inclusive. If you have any questions or require further information, please contact Jennifer McCrea at (250) 896-3735 or email Jennifer.McCrea@gov.bc.ca.

Sincerely,

Mike Bernier
Minister

Gibbs, Lisa EDUC:EX

From: Walker, Kim EDUC:EX
Sent: Thursday, March 23, 2017 1:33 PM
To: Dominato, Lisa EDUC:EX; Beddall, Scott EDUC:EX
Subject: FW: Approved - 193446 DM Decision Note ARC Foundation MOU final

FYI from FSB

Kim Walker

Ministry of Education

Project Analyst

Telephone: (778) 679-4032

E-mail: Kim.walker@gov.bc.ca

From: Rissley, Hayley EDUC:EX
Sent: Thursday, March 23, 2017 12:59 PM
To: Walker, Kim EDUC:EX
Subject: RE: Approved - 193446 DM Decision Note ARC Foundation MOU final

Hi Kim,

s.13

Hope that helps!

From: Walker, Kim EDUC:EX
Sent: Thursday, March 23, 2017 11:51 AM
To: Rissley, Hayley EDUC:EX
Subject: FW: Approved - 193446 DM Decision Note ARC Foundation MOU final
Importance: High

Hi Hayley

s.13

Thanks

Kim Walker

Ministry of Education

Project Analyst

Telephone: (778) 679-4032

E-mail: Kim.walker@gov.bc.ca

From: Beddall, Scott EDUC:EX
Sent: Thursday, March 23, 2017 9:28 AM
To: Dominato, Lisa EDUC:EX; Walker, Kim EDUC:EX
Subject: FW: Approved - 193446 DM Decision Note ARC Foundation MOU final

Hi Lisa and Kim,

FYI, DM signed off the MOU so we are clear to move the funds to ARC. I have been in touch with Lisa re some of the details – let me know what you need from me on this front.

Cheers,

Scott

From: Postings, Shelaina EDUC:EX
Sent: Thursday, March 23, 2017 9:21 AM
To: Beddall, Scott EDUC:EX
Subject: Fwd: Approved - 193446 DM Decision Note ARC Foundation MOU final

Can you please work with Kim to transfer funds? Thanks!

Sent from my iPhone

Begin forwarded message:

From: "Silletta, Janie EDUC:EX" <Janie.Silletta@gov.bc.ca>
Date: March 23, 2017 at 9:18:30 AM PDT
To: "McCrea, Jennifer EDUC:EX" <Jennifer.McCrea@gov.bc.ca>, "Postings, Shelaina EDUC:EX" <Shelaina.Postings@gov.bc.ca>
Cc: "Gibbs, Lisa EDUC:EX" <Lisa.Gibbs@gov.bc.ca>, "Sures, Lauren EDUC:EX" <Lauren.Sures@gov.bc.ca>
Subject: **Approved - 193446 DM Decision Note ARC Foundation MOU final**

Hi Jennifer and Shelaina,

Please see attached for DM signed copy of ARC Foundation MOU.

Thanks,
Janie

Janie Silletta | Project and Correspondence Coordinator
Ministry of Education | Learning Division
620 Superior Street, Victoria, BC V8V 1V2
T: 250-896-7264 | E: Janie.silletta@gov.bc.ca