

GENERAL SERVICE AGREEMENT



For Administrative Purposes Only

Ministry Contract No.: C12/2051 A

Requisition No.: _____

Solicitation No.(if applicable): ON-002179

Commodity Code: _____

Contractor Information

Supplier Name: THERESA JOAN CAMPBELL doing
business as SAFER SCHOOLS
TOGETHER

Supplier No.: 2297609

Telephone No.: 5.22

E-mail Address: SaferSchoolstogether@gmail.com

Website: <http://saferSchoolstogether.com/>

Financial Information

Client: _____

Responsibility Centre: 22112

Service Line: 2500

STOB: 6001

Project: 2201470

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SCHEDULE A – SERVICES

- Part 1 - Term
- Part 2 - Services
- Part 3 - Related Documentation
- Part 4 - Key Personnel

SCHEDULE B – FEES AND EXPENSES

- Part 1 - Maximum Amount Payable
- Part 2 - Fees
- Part 3 - Expenses
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SCHEDULE C – APPROVED SUBCONTRACTOR(S)

SCHEDULE D – INSURANCE

SCHEDULE E – PRIVACY PROTECTION SCHEDULE

SCHEDULE F – ADDITIONAL TERMS

SCHEDULE G – SECURITY SCHEDULE

THIS AGREEMENT is dated for reference the 16th day of February, 2012.

BETWEEN:

THERESA JOAN CAMPBELL doing business as SAFER SCHOOLS TOGETHER (the "Contractor") with the following specified address and fax number:
s.22

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister of Education (the "Province") with the following specified address and fax number:
555 W Hastings Street
Vancouver, B.C. Canada
V6B 4N5
Fax: 604 660-2124

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

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

1 DEFINITIONS

General

1.1 In this Agreement, unless the context otherwise requires:

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

Meaning of "record"

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

2 SERVICES

Provision of services

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

Term

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

Supply of various items

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

Standard of care

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

Standards in relation to persons performing Services

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

Instructions by Province

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

Confirmation of non-written instructions

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

Effectiveness of non-written instructions

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

Applicable laws

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

3 PAYMENT

Fees and expenses

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

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

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

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

Statements of accounts

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

Withholding of amounts

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

Appropriation

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

Currency

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

Non-resident income tax

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

Prohibition against committing money

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

Refunds of taxes

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

4 REPRESENTATIONS AND WARRANTIES

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

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

5 PRIVACY, SECURITY AND CONFIDENTIALITY

Privacy

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

Security

5.2 The Contractor must:

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

Confidentiality

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

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

Public announcements

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

Restrictions on promotion

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

6 MATERIAL AND INTELLECTUAL PROPERTY

Access to Material

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

Ownership and delivery of Material

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

Matters respecting intellectual property

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

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

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

Rights in relation to Incorporated Material

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

In this Agreement, "Non-Commercial Purposes" means the distribution of Incorporated Material, as it is embedded or incorporated in any Produced Material, for educational, research, training or promotional purposes. For greater certainty, the sale or distribution of such Incorporated Material on a cost recovery basis shall be deemed to be Non-Commercial Purposes, but not any sale or distribution for profit or other financial gain.

7 RECORDS AND REPORTS

Work reporting

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

Time and expense records

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

8 AUDIT

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

9 INDEMNITY AND INSURANCE

Indemnity

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

Insurance

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

Workers compensation

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

Personal optional protection

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

Evidence of coverage

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

10 FORCE MAJEURE

Definitions relating to force majeure

10.1 In this section and sections 10.2 and 10.3:

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

Consequence of Event of Force Majeure

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

Duties of Affected Party

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

11 DEFAULT AND TERMINATION

Definitions relating to default and termination

11.1 In this section and sections 11.2 to 11.4:

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

Province's options on default

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

Delay not a waiver

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

Province's right to terminate other than for default

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

Payment consequences of termination

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

Discharge of liability

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

Notice in relation to Events of Default

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

12 DISPUTE RESOLUTION

Dispute resolution process

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

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

Location of arbitration or mediation

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

Costs of mediation or arbitration

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

13 MISCELLANEOUS

Delivery of notices

13.1 Any notice contemplated by this Agreement, to be effective, must be in writing and delivered as follows:

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

Change of address or fax number

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

Assignment

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

Subcontracting

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

Waiver

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

Modifications

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

Entire agreement

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

Survival of certain provisions

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

Schedules

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

Independent contractor

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

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

Personnel not to be employees of Province

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

Key Personnel

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

Pertinent information

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

Conflict of interest

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

Time

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

Conflicts among provisions

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

Agreement not permit nor fetter

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

Remainder not affected by invalidity

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

Further assurances

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

Additional terms

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

Governing law

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

14 INTERPRETATION

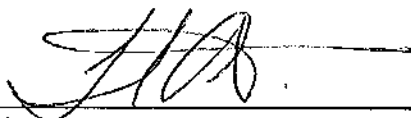

14.1 In this Agreement:

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

15 EXECUTION AND DELIVERY OF AGREEMENT

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

The parties have executed this Agreement as follows:

<p>SIGNED on the <u>17th</u> day of <u>February</u>, 20<u>12</u> by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):</p> <p></p> <p>Signature(s)</p> <p><u>Theresa Campbell</u></p> <p>Print Name(s)</p> <p><u>President, SAFER SCHOOLS TOGETHER</u></p> <p>Print Title(s)</p>	<p>SIGNED on the <u>17th</u> day of <u>February</u>, 20<u>12</u> on behalf of the Province by its duly authorized representative:</p> <p></p> <p>Signature</p> <p><u>Jennifer McCrea</u></p> <p>Print Name</p> <p><u>Director, CARE Team</u></p> <p>Print Title</p>
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Schedule A – Services

PART 1. TERM:

1. Subject to section 2 of this Part 1, The term of this Agreement commences on February 16, 2012 and ends on February 16, 2017.
2. The term of the Agreement may be extended for up to two additional one-year periods at the sole discretion of the Province.

PART 2. SERVICES:

1 Additional Definitions

In addition to the Definitions set out in Section 1 of this Agreement, throughout this Schedule, the following definitions will apply:

- a. "Bullying" means physical, verbal or written abuse or social exclusion and has the characteristics of an imbalance of power, intention to harm, feelings of distress on the part of the victim, repeated incidents of Bullying over a certain time period.
- b. "Community and Other Sector Partner" means groups that have an interest and a role to play in promoting and maintaining safe schools. These can include: police, health and mental health practitioners, justice sector workers, and employees of the Ministry of Children and Family Development.
- c. "Cross-Sector Team" means a group of professionals from a variety of sectors (e.g. education, health-care, social services, law-enforcement and justice work) which will meet to prevent or respond to threats and risks in a school setting.
- d. "Cyber-Bullying" means a type of Bullying that takes place online, in the virtual world, or via computers, cell phones or other technological devices, and, therefore has the unique characteristics that the bully can remain anonymous, can pretend to be someone else, the Bullying can occur anywhere and at any time, words and images can be distributed instantly to a wide audience, and a bully may say things online that he or she would never say face to face.
- e. "Education Sector Partner" means a group or organization which represents education-sector stakeholders. Examples may include the British Columbia Principals' and Vice Principals' Association, the British Columbia Teachers' Federation, and the BC Confederation of Parent Advisory Councils.
- f. "Participant" means an individual who is enrolled in a training session and may include school and school district staff, police, mental health professionals, probation workers and other school and community members.
- g. "Risk Assessment" means a process of determining if a student of concern may pose a risk to some unknown target or targets at some unknown period of time.
- h. "School District Team" means a group of three school district employees whose responsibilities individually or collectively include one or more of the following tasks: promoting safe schools, preventing Bullying and School Violence, responding to Bullying or School Violence, conducting Threat and/or Risks Assessments, participating in Cross-Sector Teams, planning for and/or implementing student support plans following Threat and/or Risk Assessment.
- i. "School Team" means a group of two or three school staff who will be trained in one or more of the following: Safe School Culture, Threat Assessment and Risk Assessment. School Team membership typically would be drawn from two to three of the following: school principal or vice-principal, school counsellor, head teacher or teacher.
- j. "School Violence" means any behaviour that violates a school's educational mission or climate of respect or jeopardizes the intent of the school to be free of aggression against persons or property, drugs, weapons, disruptions, and disorder. School Violence occurs as a continuum of behaviours ranging from put downs;

insults; threats; trash talk; Bullying; pushing; fighting; sexual harassment; stealing; substance abuse, weapons, vandalism, hate crimes, gangs, hostages, rape, murder, and suicide.

- k. "Safe School Culture" means a culture that provides students with clearly articulated, proactive and pro-social standards of conduct through which all parties are held accountable. Safe School Culture establishes the environment where positive interactions and social responsibility are promoted and valued.
- l. "Threat Assessment" means a process of determining if a threat maker (someone who utters, writes, emails etc. a threat to harm a target or targets) actually poses a risk to the target(s) they have identified.

2 Subject Matter Expertise / Content Development and Content Review

On an as, if and when requested basis the Contractor will provide subject matter expertise to assist the Province with the creation and updating of:

- a. web-based resources for parents and the public (as described in Section 2.1); and
- b. web-based school plan and activities to promote Safe School Culture (as described in section 2.2.)

The Province will request this work on an ad hoc basis. Upon receiving a request for this work the Contractor will prepare a work plan which it will submit to the Province's representative for approval. The work plan will outline the timeframes for delivery of deliverables, total estimated hours and total estimated cost for the work requested.

This work may include the subject matter expert(s)'s involvement in:

- Development of a Provincial Protocol template which promotes multi-disciplinary collaboration through the application of consistent language to respond to serious risks and threats, and
- Bi-annual meetings with the Provincial and Regional Committees to share new material and to create a network for sharing of information, successes, challenges/barriers and other issues raised.

For this work the Contractor will charge the Hourly Rate for Subject Matter Expertise / Content Development and Content Review identified in Section 2 of Schedule B of this Agreement. The Contractor will only charge the Province for actual hours worked up to the total cost stated on the work plan and will not charge the Province for work which is not included on a work plan approved by the Province representative.

This work will be completed by one or more of the Contractor's subject matter experts, specifically:

s.22

2.1 Web-Based Resources for Parents and the Public (See Item "a" in Section 2)

In cooperation with another agency to be named by the Province, the Contractor will assist with the creation of a Ministry of Education website providing multi-lingual resources and information for parents and the public on preventing Bullying (including Cyber-Bullying); a parent's role in creating a safe, inclusive school culture; and what to do when Bullying does occur.

The webpage is anticipated to include multi-media resources, easy-to-use lists of steps to follow, informational pamphlets, and links to online resources. At the Province's discretion some or all of the webpage's content may be translated by the Province or agency into some or all of the following languages: Arabic, Chinese, French, Hindi, Japanese, Korean, Persian, Punjabi, Russian, Spanish, Tagalog, and Vietnamese.

The Province and/or the 'agency' will design and construct the webpage; the agency will develop an overall plan for the webpage including determining (in consultation with the Contractor) what content is needed and how that content should be packaged; the Contractor will provide prevention and response to Bullying and School Violence subject matter expertise by:

- developing content based on the agency's workplan;
- providing recommended links to external resources;
- reviewing any existing content provided by the 'agency';
- developing new content at the request of the 'Province'; and
- annually reviewing and updating webpage content to ensure it is timely and relevant through the duration of the Contract.

2.2 Online training modules and resources for Level 1: Preventing Bullying and Developing Safe School Cultures (See item "b" in Section 2)

The Contractor will assist with the creation of French and English Language online training resources including an overall planning tool that will allow schools to understand where they are on the continuum of Safe School Culture implementation and activities that will assist schools to fully develop and maintain a Safe School Culture. These online training resources are to be accessed from a Ministry of Education website that schools can use to guide their progress toward the development and maintenance of a Safe School Culture thereby preventing or better dealing with Bullying (including Cyber-Bullying). These online training resources will supplement the Level 1 face-to-face training sessions. Materials developed will align with WorkSafeBC regulations and will provide guidance to schools and school districts on how to align school and school district policies and protocols with WorkSafeBC regulations.

3 Supplemental Supports and Consultations for School Districts

At the request of the Ministry Superintendent, Liaison Division, or Ministry delegate the Contractor will provide initial support (up to 4 hours per incident) to School District Teams on serious incidents within districts. These incidents will be dealt with on a case-by-case basis. The Province anticipates no more than 10 incidents in a year. Depending on the level of support required by the district, the district may request the Contractor to continue to provide support. This continued support will be at an hourly rate equal to the Hourly Rate for Subject Matter Expertise / Content Development and Content Review in Section 2 of Schedule B of this Agreement. The Contractor will invoice the applicable district for this continued support. For greater clarity, the invoice will be payable by the district not by the Province. The districts may enter into separate contracts with the Contractor or another supplier for these services.

4 Course/Training Design and Development

The Contractor will develop English-language course content and training materials necessary for four levels of face-to-face training on anti-Bullying and Threat/Risk Assessment. The Contractor will translate all English-language resources and course content into French versions using a level of language which can be understood by the targeted audience (teachers, grades K-12 or general public) and:

1. uses terminology consistent with that of other Ministry documents, Termium and the Lexicon(s) published by the Ministry and available on the Ministry Web site at:
<http://www.bced.gov.bc.ca/frenchprograms/>;
2. uses terminology that is consistent with Ministry resources
<http://www.bced.gov.bc.ca/sco/resources.htm>

Requirements for all levels of training are provided in Section 4.2.

All content and training materials for each level shall be reviewed and approved by the Ministry of Education before training sessions for that level are delivered.

At the beginning of course development the Contractor will meet with Ministry of Education staff in person in Victoria B.C. or Vancouver B.C. to develop a design plan (which will require subsequent approval by the Province). The design plan shall include, but not be limited to:

- Identification of stakeholders;
- Identification of what is and is not in scope;
- Confirmation of timeline for course development including phases and deliverables at the end of each phase;
- Payment schedules;
- Confirmation of quality checks (e.g., stakeholder draft revision cycles, end-product review, pilots);
- Definition of roles and responsibilities for the Contractor, Province and stakeholders;
- Confirmation of communication channels and methods between the Contractor and the Province;
- Risk management plan.

During the development of the content and training materials the Contractor will meet (either in person or through teleconference or other mutually agreed upon means) with Province staff at least monthly.

Branding of all content and training materials such as manuals, handouts, reference sheets, brochures, etc. will be required to be consistent with the Province's BC ID Program. All content and training materials will require review and approval by Government Communications and Public Engagement (GCPE) and the Ministry of Education. The Contractor may need to revise the content and training materials based on these reviews. Information about the BC ID Program can be found at <http://gwww.bcid.gov.bc.ca/overview.asp>.

The Contractor will ensure the final draft of all content for Level 1 and Level 2, including supplemental resources, is completed by August 1, 2012. Development of all content for Levels 3 and 4 should be complete no less than 2 months before the first training sessions for those levels are scheduled to be delivered. Refer to Appendix 1: Training Schedule for further details concerning timelines.

The Contractor will combine its expertise with relevant evidence-based research i.e., Middle years with methodologies for promoting safe school cultures such as positive behaviour support, restorative practice, parent, student, staff and community engagement. Some aspects of the Level 1 training will include:

- Translating policy to action;
- Strategies to deal with harassment based on sexual orientation, race, gender and other aspects of discrimination as outlined in the human rights code;
- How school teams develop and implement strategies to evaluate shifts in school climate, culture and engagement of parents, students, staff and community members;
- How do we achieve naturally open school systems?;
- Delivery of materials for elementary, middle and secondary students that will promote positive school communities that discourage bullying and violence i.e., peer-based training and mentorship, tools for responsible reporting, lesson plans, role plays, videos, posters and other social media tools;
- Ideas to promote leadership opportunities for students to promote safe and caring schools; and
- Procedures and a quick reference guide with strategies to deal with bullying, cyber bullying, gang associated behaviour, violence and substance use.

As the subject matter expert, the contractor will attend, as requested, consultation meetings with key education stakeholders and government partners to help inform partner groups of the details of the training program and gather input that maybe need to be reflected in the training materials.

4.1 Activities/Phases of Implementation

The Contractor will further provide the following services in each phase:

Phase One:

Development of a design plan that will reflect the requirements and needs of internal and external stakeholders; development of course content and training materials to deliver Safe and Caring school culture training; revisions to existing Violence Threat Risk Assessment materials will reflect the input and knowledge of future participants.

This approach will ensure a training framework based on best practice and research. Once completed, materials will be presented to the Ministry of Education representatives for approval. Once approved, content, training materials (with French language translations), evaluation and feedback forms will be developed in preparation for Phase Two.

Concluded: May 15, 2012

Phase Two:

Work with the Ministry and agency to develop the web content described in Section 2.1. and 2.2 of this Agreement; delivery of three pilot sessions with evaluations that reflect knowledge transfer of the learning outcomes identified and agreed upon with ministry staff in Phase One and provides Participants the opportunity to review and evaluate the online training modules described in Section 2.2 of this Agreement . From these sessions data and feedback will be reviewed to finalize content and training materials for:

- Level 1: Preventing Bullying and Developing Safe School Cultures
- Level 2: Basic Threat and Risk Assessment

Concluded: July 30, 2012

Phase Three:

Assist in the development of a Provincial Threat Assessment Committee.

Implementation of three pilot sessions of Level Three: Advanced Threat and Risk Assessment and one pilot session of Level Four: Train the Trainer to ensure learning outcomes are achieved and reflect further feedback; finalization of course content and materials (with French language translation) for Level Three and Level Four and produce to ministry staff for final approval.

Concluded: June 30, 2013

Phase Four:

Review all feedback and evaluation forms from delivered training sessions to determine a need to change any course material to reflect latest trends emerging, i.e. increased threats through social media.

Concluded: Ongoing

4.2 Detailed Training Level Requirements

Level 1: Preventing Bullying and Developing Safe School Cultures

The Contractor will develop course content and training materials to deliver Safe School Culture training sessions for two school staff members from all public schools in B.C. The training session should prepare Participants to return to their schools and lead school staff through Safe School Culture activities and online learning modules. Content for the online learning modules that support this training session is described in section 2.2 of this Schedule.

Each Level 1 training session will be one, six hour day. The anticipated number of Participants per training session is 100.

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

- Create English-language content and training materials (with French-language translations, voice-overs etc.) for a training session for school leaders on how schools can reduce Bullying and develop a Safe School Culture (this will include strategies on how to effectively deal with and reduce Cyber-Bullying).
- Ensure all course content and materials are able to accommodate local solutions, pre-existing steps that schools or school districts may have already implemented and a variety of approaches for developing a Safe School Culture.
- Develop easy-to-follow checklists and procedures that can accommodate a range of Safe School Culture programs.
- Develop age-appropriate content and materials for training sessions, which could include lesson plans, materials, teachers' guides, short films/videos, posters etc.
- Develop materials for elementary and middle and secondary school groups. For example, elementary school training materials will focus on training students on building positive group relationships, taking responsibility for discouraging Bullying behaviour, and supporting all students. Secondary school training will focus on fostering opportunities for students to assume leadership role in creating safe school environments, and in becoming involved in the School Team (on Bullying).
- Provide guidance to schools on how to measure and track changes in Safe School Culture; and
- Ensure that materials developed align with WorkSafeBC regulations.

Learning outcomes

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

3. Return to their schools and lead school staff through Safe School Culture activities and online learning modules;
4. Identify important elements of Safe School Cultures;
5. Assess their current school culture;
6. Provide an overview of the different approaches to Safe School Culture, including the benefits of each type of approach;
7. Present the benefits of promoting Safe School Culture;
8. Understand how to measure changes to Safe School Culture;
9. Appropriately share information and best practices; and
10. Share authentic case studies.

Level 2: Basic Threat and Risk Assessment

The Contractor will develop course content and training materials and deliver basic Risk and Threat Assessment training sessions for district teams and School Teams, including community partners (e.g. police, mental health professionals, probation officers, social workers etc.) and help guide the creation of a cross-sector community protocol agreement for their community. Some school districts may already have a protocol in place.

Each Level 2 training session will be a total of 12 hours duration delivered over 2 six-hour days. The anticipated number of Participants per training session is 80.

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

- Ensure all course content and materials are able to accommodate local solutions and/or existing procedures for Threat and Risk Assessment within school districts.
- Ensure course content and materials are based on industry best practice.
- Ensure course material includes checklists and easy to follow procedures that will enable school and district teams to accurately conduct basic Risk and Threat Assessment activities. This includes topics covered below.
- Provide guidance to schools and school districts on how to align school and school district policies and protocols with WorkSafeBC regulations.

Learning outcomes

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

1. Develop a cross-sector protocol agreement for their community if one is not already in place;
2. Recognize early warning signs of changes to baseline behaviour in students;
3. Recognize what is a duty to report with regard to Bullying and School Violence and how to comply with the duty to report;
4. Recognize when to collect data;
5. Explain how to collect data on students in accordance with the Freedom of Information and Protection of Privacy Act (FOIPPA),
6. Know what data to collect on students and how it can be shared;
7. Explain how to analyze data to determine degree of risk/threat;
8. Identify who and when to involve people within or outside of the school;
9. Determine when and how to escalate a real or potential incident for further support;
10. Provide common interventions or actions;
11. Engage in appropriate sharing of information and best practices;
12. Align school and school district policies and protocols with WorkSafeBC regulations;
13. Share authentic case studies; and
14. Explain basic strategies and approaches to follow-up for schools and students after a traumatic incident.

Level 3: Advanced Threat and Risk Assessment

The Contractor will develop course content and training materials and deliver advanced Risk and Threat Assessment training sessions for School District Teams, including community partners (e.g. police, mental health professionals, probation officers, social workers etc.). The goal of this course is to enable the creation of functional Cross-Sector Teams within each school district that can deal with serious risks and threats.

Each Level 3 training session will be a total of 12 hours duration delivered over 2 six-hour days. The anticipated number of Participants per training session is 80. A prerequisite of Participants' participation in this course is successful completion of Level 2: Basic Threat and Risk Assessment.

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

- Ensure all course content and materials are able to accommodate local solutions and/or existing procedures for Threat and Risk Assessment within school districts.
- Ensure course content and materials are based on industry best practice.

Learning outcomes

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

1. Understand what to do to provide follow-up support to schools, including students, parents and staff, following a traumatic incident or crisis situation;
2. Know how to create and maintain a successful Cross-Sector Team, including knowing:
 - who should be on a Cross-Sector Team;
 - how to assemble a Cross-Sector Team and how to build relationships within the team;
 - what incidents/situations would cause the Cross-Sector Team to become involved;
 - how and when to gather data on students and how to share that data;
 - how to analyze and use data collected;
 - how to plan, implement, and follow up on student support programs;
 - what and how to report incidents, situations, support programs and results;
 - when to close a case or situation.
3. Engage in appropriate sharing of information and best practices.
4. Share authentic case studies.

Level 4: Train the Trainer: Advanced Threat and Risk Assessment

The Contractor will develop course content and training materials that will train and certify Participants to deliver Level 2 and Level 3 (basic and advanced Risk and Threat Assessment) training sessions to other Participants.

Each Level 4 training session will be a total of 12 hours duration delivered over 2 six-hour days. The anticipated number of Participants per training session is 80.

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

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

Learning outcomes

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

1. Deliver Level 2 and Level 3 training sessions to other Participants.

Assessment/Certification Process

The Contractor will conduct a comprehensive pre-test at the beginning of the Train-the-Trainer session and a comprehensive post-test in which Participants must achieve an 80% minimum score. As the multidisciplinary school and community-based threat assessment model evolves very quickly, there will also be a one-day recertification requirement every three years.

The Contractor will ensure all certified trainers deliver a minimum amount of training hours and all sessions and trainers are evaluated for each training they deliver. Evaluations will be submitted to the Director of Training with Canadian Centre for Threat Assessment and Trauma Response (CCTATR) along with the participant registrations forms.

Once Participants receive certification as trainers the Contractor will provide the Province, on a quarterly basis, a registry of certified trainers by district.

5 Training Delivery

The Contractor will deliver live, face-to-face Level 1, 2, 3 and 4 training sessions to Participants throughout B.C.

For the purposes of this training the Province has grouped school districts into the following regions:

- Fraser Valley Region;
- Kootenay Boundary;
- Metropolitan;
- North West;
- Northern Interior;
- South Coast;
- Thompson Okanagan; and
- Vancouver Island.

Appendix 2 lists the school districts in each region. Appendix 3 details the type and number of schools in each region.

5.1 Training Schedule and Number of Training Sessions

The Province expects training sessions for each level to begin being delivered as follows:

Level 1: October 2012

Level 2: October 2012

Level 3: October 2013

Level 4: January 2014

Please see Appendix 1 for further training session schedule information.

The Contractor will coordinate with contacts at each region or school district to schedule specific training sessions at dates and times that will work for both the Contractor and the school districts in the region.

The Province expects the number of training sessions at each level the Contractor will deliver each training year will be the following:

	Year 1 (2012/13)	Year 2 (2013/14)	Year 3 (2014/15)	Year 4 (2015/16)	Year 5 (2016/17)	Total
Level 1	23	11	23	11	0	68
Level 2	27	14	27	14	0	82
Level 3	0	27	0	27	0	54
Level 4	* See note	*See note	*See note	*See note	*See note	
Total	50	52	50	52		

* The number and location of Level 4 training sessions will be determined by the Province in consultation with the Contractor.

Please see Appendix 4 for a breakdown of training sessions by level and region.

The Province anticipates the approximate total number of Participants for each level of training for each training year will be the following:

	Year 1 (2012/13)	Year 2 (2013/14)	Year 3 (2014/15)	Year 4 (2015/16)	Year 5 (2016/17)	Total
Level 1	2257	896	2257	896	0	6306
Level 2	1617	801	1617	801	0	4836
Level 3	0	1617	0	1617	0	3234
Level 4	0	177	0	177	177	531
Total	3874	3491	3874	3491	177	

Please note that the actual number of training sessions and Participants may increase or decrease based on the Province's requirements.

5.2 French Language Delivery of Level 1 Training

The Contractor will deliver at least one Level 1 training session in each of training years 1 and 2. It is anticipated that this training session will be delivered in the Metropolitan region. The Province will discuss with the contractor whether or not Level 1 training sessions are required in years 3 and 4.

In addition to the qualifications for Level 1 instructors stated in section 5.5, the Contractor will ensure the instructors for these training sessions has the French language skills necessary to deliver Level 1 training entirely in French.

The French language versions of Level 1 content and training materials will be used for these sessions.

5.3 Training Locations and Facilities

The Contractor will initially work with the Ministry of Education, Superintendent, Liaison Division, to facilitate contacts with regions and/or districts. The community or communities in which training sessions will be held in a region will be determined by that contact in consultation with the Contractor.

School districts will provide space for the training sessions; the Contractor will coordinate with the school district to ensure the space is appropriate and booked for the dates and times of the training sessions.

The Contractor will confirm if the training location has the audio/visual equipment required to deliver the training. If not available through the training location the Contractor will provide the equipment necessary to deliver the training.

5.4 Training Enrolment

The Contractor will be responsible for enrolling Participants in training sessions. School district staff will direct Participants to contact the Contractor to enrol.

Attendance and all evaluation material will be aggregated and forwarded to the Superintendent Liaison after each training and in addition the Contractor will provide a bi-annual summary of the attendance and evaluation data.

One week prior to the delivery of a training session the Contractor will supply the Ministry of Education, Superintendent, Liaison Division with a list of enrolled participants including their names and organizations they represent.

5.5 Instructor Qualifications

The Province expects the instructors who will deliver the training sessions to have academic and demonstrated working experience in fields related to the topics covered in the training sessions.

The Contractor will advise the Province of the instructors it intends to use for each level of training. The Province reserves the right to approve or refuse any instructor offered by the Contractor.

The Contractor will ensure instructors meet or exceed the detailed requirements for instructors for each level of training as follows:

Level 1: Preventing Bullying and Developing Safe School Cultures

Level 1 instructors should have a Bachelors Degree or better in Education, Psychology, or Counselling and 3 or more year's demonstrated experience working in a field related to youth and youth issues, particularly in the areas of Bullying and the prevention of Bullying, child and youth mental health, and gang violence; instructors without a degree should have 8 or more year's demonstrated experience in these areas.

Additionally, Level 1 instructors should have:

- Experience presenting on topics relating to children and youth;
- Experience facilitating groups;
- Experience with youth justice.

Level 2: Basic Threat and Risk Assessment

Level 2 instructors should have a Bachelors Degree or better in Education, Psychology, or Counselling and 3 or more year's demonstrated experience working in a field related to youth and youth issues, particularly in the areas of Bullying and the prevention of Bullying, child and youth mental health, and

gang violence; instructors without a degree should have 8 or more year's demonstrated experience in these areas.

Additionally, Level 2 instructors should have:

- Experience with youth justice;
- Experience presenting on topics relating to children and youth;
- Experience facilitating groups;
- Experience working with Cross-Sector Teams, including education sector, mental health sector and policing sector;
- Demonstrated ability to facilitate the development of Cross-Sector Teams;
- Broad connections with community organizations;
- Demonstrated previous expertise in school based Threat/Risk Assessment.

Level 3: Advanced Threat and Risk Assessment

Level 3 instructors should have a Bachelors Degree or better in Education, Psychology, or Counselling and 5 or more year's demonstrated experience working in a field related to youth and youth issues, particularly in the areas of Bullying and the prevention of Bullying, child and youth mental health, gang violence; instructors without a degree should have 8 or more year's demonstrated experience in these areas.

Additionally, Level 3 instructors should have:

- Experience presenting on topics relating to children and youth;
- Experience facilitating groups;
- Experience working with Cross-Sector Teams, including education sector, mental health sector and policing sector;
- Demonstrated ability to facilitate the development of Cross-Sector Teams;
- Broad connections with community organizations;
- Demonstrated previous expertise in school based Threat / Risk Assessment;
- Experience providing on-going consultation and support on high profile cases.

Level 4: Train the Trainer: Advanced Threat Risk Assessment

Level 4 instructors should have a Masters' Degree or better in Education, Psychology, or Counselling and should have 5 or more years' demonstrated experience working in a field related to youth and youth issues, particularly in the areas of child and youth mental health, gang violence, Bullying and the prevention of Bullying.

The first Level 4 training sessions will occur following Level 1, 2 and 3 training sessions. The Province expects the instructors teaching Level 4 will have taught Level 2 and 3 training sessions.

Additionally, Level 4 instructors should have:

- Experience presenting on topics relating to children and youth;
- Experience facilitating groups;

- Experience working with Cross-Sector Teams, including education sector, mental health sector and policing sector;
- Demonstrated ability to facilitate the development of Cross-Sector Teams;
- Broad connections with community organizations;
- Demonstrated previous expertise in school based Threat / Risk Assessment;
- Documentation and evaluation of previous clients;
- Experience providing on-going consultation and support on high profile cases.

5.6 Participant Training Evaluations

In consultation with, and requiring the final approval of, the Province the Contractor will develop a form or other tool for Participants to provide feedback about the training sessions and their level of satisfaction with the training materials, resources, and instruction. The Contractor will provide all Participants access to this tool and will be required to maintain positive evaluations on average.

5.7 Reporting

The Contractor will submit bi-annual reports to the Province. The first report will be due by the end of December each year and will report on the previous July – December. The second report will be due by the end of June and will report out on the previous January – June.

These reports will include, but not necessarily be limited to:

- Course outlines and objectives for each level of training;
- Provincial, regional and school district totals for the:
 - number of training sessions delivered by training level;
 - number of Participants trained by training level; and
 - number of training sessions planned/scheduled to be delivered over next six months;
- Summary of Participant training evaluations for the province and for each region.

Each year, basic administrative records of training, including attendance sheets (signed by all Participants) for all courses offered and copies of all Participant training evaluations, will be retained by the Contractor and will be made available to the Province upon request.

5.8 Modifications to all materials

Any modifications made to any materials resulting from this Agreement will be made in consultation with Safer Schools Together.

PART 3. RELATED DOCUMENTATION:

1. The Contractor must perform the Services in accordance with the obligations set out in this Schedule A including any engagement letter, Solicitation document excerpt, proposal excerpt or other documentation attached as an Appendix to, or specified as being incorporated by reference in, this Schedule.
2. The following are Appendices to this Schedule A:
 - Appendix 1 – Training Schedule**
 - Appendix 2 – List of School Districts by Region**
 - Appendix 3 – List of Schools by Type and Region**
 - Appendix 4 – Training Sessions by Level and Region**

PART 4. KEY PERSONNEL:

1. The Key Personnel of the Contractor are as follows:
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Schedule B – Fees and Expenses

1. MAXIMUM AMOUNT PAYABLE:

Maximum Amount: Despite sections 2 and 3 of this Schedule, \$2,160,000.00 is the maximum amount which the Province is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of any applicable taxes described in section 3.1(c) of this Agreement).

2. FEES:

Hourly Rate for Subject Matter Expertise / Content Development and Content Review:

All-inclusive hourly rate for subject matter expert to provide subject matter expertise / content development and content review work as described in Section 2 of Schedule A and supplemental supports and consultations for school districts as described in Section 3 of Schedule A.

Hourly Rate	\$250
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Course/Training Design and Development

For each deliverable provided by the Contractor as identified below:

LEVEL 1: Preventing Bullying and Developing Safe and Caring School Cultures	Price
Design plan to reflect needs of internal and external stakeholders Complete: March 15, 2012	\$15,000
Development of Course Content Outline and Training Materials Complete: April 15, 2012	\$20,000
Course Content and Training Materials Completed Complete: June 1, 2012	\$30,000
Evaluation and Feedback Forms Completed Complete: June 1, 2012	\$20,000
All content complete and approved by Ministry staff Complete: June 8, 2012	\$5,000
French language translations. Complete: July 15, 2012	\$10,000
Annual review of all feedback and evaluation forms from delivered training sessions and changes to any course material to reflect latest trends emerging. (\$2,000 per year)	\$10,000
Total	\$110,000

LEVEL 2: Basic Threat and Risk Assessment	Price
Design plan to reflect needs of internal and external stakeholders Complete: March 15, 2012	\$15,000
Development of Course Content Outline Complete: May 1, 2012	\$15,000
Development of Course Content and Training Guide Complete: June 1, 2012	\$20,000
Evaluation and Feedback Tools Developed. Complete: June 1, 2012	\$15,000
All content complete and approved by Ministry staff Complete: June 8, 2012	\$5,000
French Language Translation	\$10,000

Complete: July 15, 2012	
Annual review of all feedback and evaluation forms from delivered training sessions and changes to any course material to reflect latest trends emerging. (\$2,000 per year)	\$10,000
Total	\$ 90,000

LEVEL 3: Advanced Threat and Risk Assessment	Price
Development of Course Content Outline Complete: January 15, 2013	\$15,000
Development of Course Content and Training Guide Complete: March 15, 2013	\$25,000
Evaluation and Feedback Tools Developed Complete: March 15, 2013	\$20,000
All content complete and approved by Ministry staff Complete: April 1, 2013	\$5,000
French language translation Complete: May 15, 2013	\$15,000
Annual review of all feedback and evaluation forms from delivered training sessions and changes to any course material to reflect latest trends emerging. (\$2,000 per year)	\$10,000
Total	\$ 90,000

LEVEL 4: Train the Trainer: Advanced Threat Risk Assessment	Price
Development of Course Content Outline Complete: February 15, 2014	\$15,000
Development of Course Content and Train the Trainer Guide Complete: October 30, 2014	\$20,000
Evaluation and Feedback Tools Complete: Jan 30, 2015	\$10,000
All content complete and approved by Ministry staff Complete: June 1, 2015	\$5,000
Annual review of all feedback and evaluation forms from delivered training sessions and changes to any course material to reflect latest trends emerging. (\$2,000 per year)	\$10,000
Total	\$ 60,000

Training Delivery

Per-training-session price to deliver a live, face-to-face training session at each level to Participants throughout B.C.

Level of Training	Price
LEVEL 1: Preventing Bullying and Developing Safe School Cultures	\$5,000
LEVEL 2: Basic Threat and Risk Assessment	\$7,000
LEVEL 3: Advanced Threat and Risk Assessment	\$7,000
LEVEL 4: Train the Trainer: Advanced Threat Risk Assessment	\$8,000

3. EXPENSES:

Travel and Accommodation Expenses

The Province will reimburse the Contractor for travel to and from, and accommodations in the communities in which the training sessions are to be delivered provided that:

- a. the travel is between two points in British Columbia; and
- b. the travel and accommodation expenses have been pre-approved by the Province.

Travel and accommodation expenses, less the Harmonized Sales Tax (HST) component, will be paid to the Contractor, at the approved Group 2 rate and as per the attached Appendix 4, provided the same are supported, where applicable, by proper receipts and are, in the opinion of the Province, necessarily incurred by the Contractor in the fulfillment of the Services under this Agreement.

The Contractor will, when possible, schedule training sessions in such a way to minimize travel and accommodation costs. For example, if multiple training sessions are to be delivered in a single region the Contractor should schedule those training sessions on consecutive days in nearby locations.

In consultation with the Province, the Contractor will coordinate a series of trainings regionally to make travel as cost efficient as possible and submit travel plans a minimum of 60 days prior for approval.

Consumable Materials Expenses

The Contractor will be responsible for providing Participants with any materials they will require to complete the level of training they are participating in. Consumable materials could include handouts, reference sheets, manuals, pens, pencils, etc.

Following the delivery of a training session and receipt by the Province of a statement of account as described in section 4 of this schedule, the Province will reimburse the Contractor the cost of the consumable materials for each Participant enrolled in that training session provided those costs:

- a. do not exceed the maximum per-Participant cost for that level of training as per the table below; and

Level of Training	Cost
Level 1: Preventing Bullying and Developing Safe School Cultures	\$8.00
Level 2: Basic Threat and Risk Assessment	\$8.00
Level 3: Advanced Threat and Risk Assessment	\$8.00
Level 4: Train the Trainer: Advanced Threat Risk Assessment	\$8.00

- b. are substantiated by the inclusion of a receipt showing the cost for their purchase with a statement of account.

4. STATEMENTS OF ACCOUNT:

Statements of Account: In order to obtain payment of any fees and expenses under this Agreement, the Contractor must deliver to the Province at the end of the Term or, if the Contractor completes the Services before that time, on the completion of the Services, a written statement of account in a form satisfactory to the Province containing:

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

5. PAYMENTS DUE:

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

Schedule C – Approved Subcontractor(s)

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Schedule D – Insurance

1. The Contractor must, without limiting the Contractor's obligations or liabilities and at the Contractor's own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Province:
 - (a) Commercial General Liability in an amount not less than \$2,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must
 - (i) include the Province as an additional insured,
 - (ii) be endorsed to provide the Province with 30 days advance written notice of cancellation or material change, and
 - (iii) include a cross liability clause.

2. All insurance described in section 1 of this Schedule must:
 - (a) be primary; and
 - (b) not require the sharing of any loss by any insurer of the Province.

3. The Contractor must provide the Province with evidence of all required insurance as follows:
 - (a) within 10 Business Days of commencement of the Services, the Contractor must provide to the Province evidence of all required insurance in the form of a completed Province of British Columbia Certificate of Insurance;
 - (b) if any required insurance policy expires before the end of the Term, the Contractor must provide to the Province within 10 Business Days of the policy's expiration, evidence of a new or renewal policy meeting the requirements of the expired insurance in the form of a completed Province of British Columbia Certificate of Insurance; and
 - (c) despite paragraph (a) or (b) above, if requested by the Province at any time, the Contractor must provide to the Province certified copies of the required insurance policies.

4. The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the Contractor's sole discretion.

Schedule E – Privacy Protection Schedule

Definitions

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

Purpose

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

Collection of personal information

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

Accuracy of personal information

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

Requests for access to personal information

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

Correction of personal information

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

Protection of personal information

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

Storage and access to personal information

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

Retention of personal information

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

Use of personal information

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

Disclosure of personal information

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

Notice of foreign demands for disclosure

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

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

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

Notice of unauthorized disclosure

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

Inspection of personal information

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

Compliance with the Act and directions

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

Notice of non-compliance

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

Termination of Agreement

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

Interpretation

25. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.

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

Schedule F – Additional Terms

Criminal Records Checks

The purpose of the *B.C. Criminal Records Review Act* (the “Act”) is to help protect children from physical and sexual abuse. The legislation applies to all organizations that work with children and are operated, licensed or receive operating funds from the Province of British Columbia.

The Act makes a criminal record check mandatory for anyone who works with children. In the Act, “works with children” means:

Working with children directly or having or potentially having unsupervised access to children in the ordinary course of employment or in the practice of an occupation.

The Act defines “child” as an individual less than 19 years of age.

In consideration of the above, the Contractor shall:

1. comply with all requirements and regulations of the Act;
2. ensure all new and existing employees, volunteers, and sub-contractors comply with the Act including those who have previously completed a criminal records review check; and
3. maintain and make available to the Province, upon request, documentation showing that the criminal record check requirement, as set out in this Schedule, has been met.

Schedule G – Security Schedule

Not Applicable.

Appendix 1: Training Schedule

Level	Title	Preparation Year 2011/12	Training Year 1 2012/13	Training Year 2 2013/14	Training Year 3 2014/15	Training Year 4 2015/16	Training Year 5 2016/17
N/A	Resources for Parents (Contractor acts as subject matter expert)	Materials developed	Contractor works with the Province and the 'agency' to ensure that web content is posted by Sept. 30, 2012	Contractor reviews and updates web content by Sept. 30, 2013	Contractor reviews and updates web content by Sept. 30, 2014	Contractor reviews and updates web content by Sept. 30, 2015	Contractor reviews and updates web content by Sept. 30, 2016
1	Preventing Bullying and Developing Safe School Cultures		Training sessions offered between Oct -2012 - June 2013 Note: 1 session and resources to be delivered in French	Training sessions offered between Oct -2013 - June 2014 Note: 1 session and resources to be delivered in French	Training sessions offered between Oct -2014 - June 2015 Note: 1 session and resources to be delivered in French	Training sessions offered between Oct -2015 - June 2016 Note: 1 session and resources to be delivered in French	-
2	Basic Threat and Risk Assessment		Training sessions offered between Oct -2012 - June 2013	Training sessions offered between Oct -2013 - June 2014	Training sessions offered between Oct -2014 - June 2015	Training sessions offered between Oct -2015 - June 2016	-
3	Advanced Threat and Risk Assessment		-	Training sessions offered between Oct. 2013 - Dec. 2013	-	Training sessions offered between Oct -2015 - June 2016	-
4	Train the Trainer: Advanced Threat Risk Assessment		-	Training sessions offered between Jan. 2014 - June 2014	-	Training sessions offered between Jan. 2015 - June 2016	Training sessions offered between Oct. 2016 - Feb. 2017

Appendix 2: List of School Districts by Region

Fraser Valley Region

SD91 (Nechako Lakes)

SD33 (Chilliwack)
SD34 (Abbotsford)
SD35 (Langley)
SD42 (Maple Ridge-Pitt Meadows)
SD75 (Mission)
SD78 (Fraser-Cascade)

Kootenay Boundary

SD5 (Southeast Kootenay)
SD6 (Rocky Mountain)
SD8 (Kootenay Lake)
SD10 (Arrow Lakes)
SD20 (Kootenay-Columbia)
SD51 (Boundary)

Metropolitan

SD36 (Surrey)
SD37 (Delta)
SD38 (Richmond)
SD39 (Vancouver)
SD40 (New Westminster)
SD41 (Burnaby)
SD43 (Coquitlam)
SD44 (North Vancouver)
SD45 (West Vancouver)
SD93 (Conseil scolaire francophone)

North West

SD50 (Haida Gwaii)
SD52 (Prince Rupert)
SD54 (Bulkley Valley)
SD82 (Coast Mountains)
SD92 (Nisga'a)

Northern Interior

SD27 (Cariboo-Chilicotin)
SD28 (Quesnel)
SD49 (Central Coast)
SD57 (Prince George)
SD59 (Peace River South)
SD60 (Peace River North)
SD81 (Fort Nelson)
SD87 (Stikine)

South Coast

SD46 (Sunshine Coast)

SD47 (Powell River)

SD48 (Howe Sound)

Thompson Okanagan

SD19 (Revelstoke)

SD22 (Vernon)

SD23 (Central Okanagan)

SD53 (Okanagan Similkameen)

SD58 (Nicola-Similkameen)

SD67 (Okanagan Skaha)

SD73 (Kamloops-Thompson)

SD74 (Gold Trail)

SD83 (North Okanagan-Shuswap)

Vancouver Island

SD61 (Greater Victoria)

SD62 (Sooke)

SD63 (Saanich)

SD64 (Gulf Islands)

SD68 (Nanaimo-Ladysmith)

SD69 (Qualicum)

SD70 (Alberni)

SD71 (Comox Valley)

SD72 (Campbell River)

SD79 (Cowichan Valley)

SD84 (Vancouver Island West)

SD85 (Vancouver Island North)

Appendix 3: List of Schools by Type and Region

Elementary school: K-7. Also include elementary-secondary schools (K-12).

Middle and High Schools Also include elementary-secondary schools (K-12).

- Middle Schools: (several groupings) grades 4-7, 6-8, 7-9
- Secondary Schools: grades 8-12

	School District	Number of Elementary Schools	Number of Middle and High Schools
Fraser Valley	SD33 (Chilliwack)	21	9
	SD34 (Abbotsford)	32	15
	SD35 (Langley)	30	15
	SD42 (Maple Ridge-Pitt Meadows)	20	9
	SD75 (Mission)	13	4
	SD78 (Fraser-Cascade)	7	5
	Total per region	123	57
Kootenay Boundary	SD5 (Southeast Kootenay)	13	8
	SD6 (Rocky Mountain)	12	6
	SD8 (Kootenay Lake)	17	10
	SD10 (Arrow Lakes)	4	2
	SD20 (Kootenay-Columbia)	9	7
	SD 51(Boundary)	9	3
	Total per region	64	36
Metropolitan	SD36 (Surrey)	100	25
	SD37 (Delta)	24	7
	SD38 (Richmond)	38	11
	SD39 (Vancouver)	91	18
	SD40 (New Westminster)	9	6
	SD41 (Burnaby)	41	18
	SD43 (Coquitlam)	45	24
	SD44 (North Vancouver)	27	9
	SD45 (West Vancouver)	14	3

	SD93 (Conseil scolaire francophone)	27	15
	Total per region	416	136
North West	SD50 (Haida Gwaii)	4	3
	SD52 (Prince Rupert)	7	4
	SD54 (Bulkley Valley)	6	3
	SD82 (Coast Mountains)	14	8
	SD92 (Nisga'a)	4	1
	Total per region	35	19
Northern Interior	SD27 (Cariboo-Chilicotin)	24	11
	SD28 (Quesnel)	14	3
	SD49 (Central Coast)	4	2
	SD57 (Prince George)	33	11
	SD59 (Peace River South)	17	8
	SD60 (Peace River North)	16	7
	SD81 (Fort Nelson)	4	2
	SD87 (Stikine)	4	4
	SD91 (Nechako Lakes)	15	11
	Total per region	131	59
South Coast	SD46 (Sunshine Coast)	10	4
	SD47 (Powell River)	6	3
	SD48 (Howe Sound)	10	5
	Total per region	26	12
Thompson Okanagan	SD19 (Revelstoke)	4	1
	SD22 (Vernon)	15	9
	SD23 (Central Okanagan)	30	12
	SD53 (Okanagan Similkameen)	6	4
	SD58 (Nicola-Similkameen)	7	5
	SD67 (Okanagan Skaha)	11	12
	SD73 (Kamloops-Thompson)	35	12
	SD74 (Gold Trail)	7	5
	SD83 (North Okanagan-Shuswap)	20	11
	Total per region	135	71
Vancouver	SD61 (Greater Victoria)	29	20

Island			
	SD62 (Sooke)	18	8
	SD63 (Saanich)	8	7
	SD64 (Gulf Islands)	8	5
	SD68 (Nanaimo-Ladysmith)	31	10
	SD69 (Qualicum)	9	6
	SD70 (Alberni)	9	5
	SD71 (Comox Valley)	15	7
	SD72 (Campbell River)	15	7
	SD79 (Cowichan Valley)	19	8
	SD84 (Vancouver Island West)	4	4
	SD85 (Vancouver Island North)	8	4
	Total per region	173	91
	Provincial Totals	1103	481

Appendix 4: Training Sessions by Level and Region

	Year 1 (2012/13)	Year 2 (2013/14)	Year 3 (2014/15)	Year 4 (2015/16)
	# of Sessions	# of Sessions	# of Sessions	# of Sessions
Fraser Valley Region				
Level 1	3	1	3	1
Level 2	3	1	3	1
Level 3	0	3	0	3
Kootenay Boundary				
Level 1	1	1	1	1
Level 2	2	1	2	1
Level 3	0	2	0	2
Metropolitan				
Level 1	8*	2*	8*	2*
Level 2	7	5	7	5
Level 3	0	7	0	7
North West				
Level 1	1	1	1	1
Level 2	1	1	1	1
Level 3	0	1	0	1
Northern Interior				
Level 1	3	1	3	1
Level 2	3	2	3	2
Level 3	0	3	0	3
South Coast				
Level 1	1	1	1	1
Level 2	1	1	1	1
Level 3	0	1	0	1
Thompson Okanagan				
Level 1	3	2	3	2
Level 2	4	1	4	1
Level 3	0	4	0	4
Vancouver Island				
Level 1	4	2	4	2
Level 2	5	2	5	2
Level 3	0	5	0	5

* Includes 1 training session delivered in French.

Appendix 5: Travel Expenses for Contractors and Committee Members

TRAVEL EXPENSES FOR CONTRACTORS and COMMITTEE MEMBERS

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

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

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

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

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

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

1. Meal Allowances:

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

a) GROUP 1 RATE

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

b) GROUP 2 RATE

Breakfast only	\$22.00	Claim if travel starts before 7:00 AM or ends after 7:00AM
Lunch only	\$22.00	Claim if travel starts before 12:00 noon or ends after 12:00 noon
Dinner only	\$28.50	Claim if travel starts before 6:00 PM or ends after 6:00PM
Breakfast and lunch only	\$30.00	See above
Breakfast and dinner only	\$36.50	See above
Lunch and dinner only	\$36.50	See above
Full day	\$49.00	

2. Private Vehicle Use:

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

3. Taxi and Parking:

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

4. Vehicle Rentals:

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

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

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

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

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

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

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

5. Accommodation:

- The maximum amounts that may be claimed for hotel/motel accommodation are on Page 2. Receipts and proof of payment are required.
- Private lodging: \$30 per night may be claimed when private lodging is arranged. No receipt required.

6. Airfare:

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

7. Miscellaneous Expenses:

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

ACCOMMODATION RATE THRESHOLDS FOR CONTRACTORS and COMMITTEE MEMBERS

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

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

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

**PROVINCE OF BRITISH COLUMBIA
MINISTRY OF EDUCATION
CONTRACT AMENDMENT #13**

Contract Number: C12/2051AB

THIS AGREEMENT dated for reference the 21 day of September, 2017

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

OF THE FIRST PART

AND: **TC Safer Schools Together Ltd.
209 – 15350 34th Street
Surrey, BC V3S 0X7
(herein called the "Contractor")**

OF THE SECOND PART

WITNESS THAT WHEREAS:

- A. The parties hereto entered in an Agreement dated for reference the 16th day of February, 2012, and subsequently amended on November 16th, 2012, May 30th, 2013, September 5th, 2013, January 31st, 2014, November 7th, 2014, December 9, 2015, February 19th, 2015, April 17, 2015, November 3, 2015, June 3, 2016, November 18, 2016 and February 15, 2017 copies of which are attached hereto as Appendix "1" (hereinafter called the "Agreement.")
- B. **AND WHEREAS** the parties have agreed to amend the Agreement as follows.
- C. **NOW THEREFORE** in consideration of the covenants and agreements herein contained, the parties agree as follows:

- 1) That Schedule A, Section 1, Part 1 is deleted and replaced with:

PART 1: TERM

1. The term of this Agreement commences on February 16, 2012 and ends on June 30, 2018.
- 2) That, in all other respects, the terms and conditions of the Agreement remain unchanged.

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

SIGNED AND DELIVERED by the
Contractor or by an Authorized Representative:

Theresa Campbell
(Print Name of Contractor or Authorized Representative)

(Signature)

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

Shelaine Fortin
(Print Name of Authorized Representative)

(Signature)