

DISTRIBUTED LEARNING AGREEMENT

THIS AGREEMENT is made the _____ day of _____ 2008.

BETWEEN:

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

(the "Ministry")

OF THE FIRST PART

AND:

THE BOARD OF EDUCATION of School District No. # _____

(the "Board of Education")

OF THE SECOND PART

WHEREAS:

- A. Pursuant to section 75(4.1) of the *School Act*, a board of education may provide all or part of an educational program by means of distributed learning only with the prior agreement of the Minister of Education.
- B. The Board of Education wishes to provide distributed learning in the 2008/2009 school year.
- C. This Agreement constitutes the Minister of Education's agreement for the Board of Education to provide an educational program by means of distributed learning in the 2008/2009 school year.
- D. The Board of Education agrees to the terms set forth in this Agreement.

THEREFORE THIS AGREEMENT WITNESSES that the parties agree as follows:

Definitions

1.01 In this Agreement

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

“Distributed Learning School” means a school or francophone school within the meaning of the *School Act*, that offers instruction by means of Distributed Learning only;

“Distributed Learning Standards” are the standards set out in Schedule “B” to this Agreement;

“Graduated Adult” means a Learner who:

- has reached the age of 19 by the beginning of the School Year covered by this agreement
- has graduated from secondary school
- is ordinarily resident in British Columbia and
- is enrolled in provincial or Board/Authority Authorized (BAA) courses listed on LearnNow BC;

“Learner” means a student and/or graduated adult who is enrolled in an educational program provided by the Board of Education

“LearnNow BC” is the website found at www.learnnowbc.ca

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

- the guardian of the person of the Learner or child,
- the person legally entitled to custody of the Learner or child, or
- the person who usually has the care and control of the Learner or child;

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

“Board of Education Distributed Learning Contacts” means the individuals designated under paragraph 7 of this agreement by the Board of Education to act as its representatives and to communicate with the Ministry with respect to various matters arising out of this Agreement;

“Board of Education Fiscal Year” means the period beginning on July 1 and ending on the following June 30;

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

“Term” means the period referred to in paragraph 2.01;

Term

- 2.01 The term of this Agreement will commence on June 1, 2008 and will end on May 31, 2009 unless renewed pursuant to paragraph 3.01 or earlier terminated pursuant to paragraphs 19.01 and 20.01.

Renewal

- 3.01 The Ministry may renew this Agreement by giving the Board of Education written notice prior to May 1 of the current Term of the Agreement.
- 3.02 If the Agreement is not renewed by the Ministry in accordance with section 3.01, then the Agreement will terminate on May 31 of that year provided that the Ministry will advance any installments of Distributed Learning funding already calculated on counts prior to termination and the Board of Education's obligations under this Agreement will continue until all Learners have completed or withdrawn from such funded Distributed Learning educational programs and courses.

Board of Education's Representations and Warranties

- 4.01 The Board of Education represents and warrants to the Ministry, with the intent that it will rely thereon in entering into this Agreement and throughout the continuance of this Agreement, that:
- (a) all information, statements, documents, records and reports furnished or submitted by the Board of Education to the Ministry in connection with this Agreement are true and correct;
 - (b) all necessary proceedings will have been taken and done and all statutory and contractual approvals will have been obtained to authorize the execution and delivery of this Agreement by the Board of Education;
 - (c) this Agreement has been legally and properly executed by the Board of Education and is legally binding upon and enforceable against the Board of Education in accordance with its terms; and
 - (d) the completion of the transactions contemplated by this Agreement will not constitute a breach by the Board of Education of any statute, bylaw or regulation, agreement or of its constating documents.
- 4.02 All statements contained in any certificate, application or other document delivered by or on behalf of the Board of Education to the Ministry under this Agreement or in connection with any of the transactions contemplated under this Agreement will be deemed to be representations and warranties by the Board of Education under this Agreement.

- 4.03 All representations, warranties, covenants and agreements made herein and all certificates, applications or other documents delivered by or on behalf of the Board of Education are material and will conclusively be deemed to have been relied upon by the Ministry and will continue in full force and effect during the continuation of this Agreement.

Education Guarantee

- 5.01 The Board of Education agrees to provide a tuition-free educational program to Learners consisting of either provincial or Board/Authority Authorized (BAA) courses offered in a Distributed Learning format through LearnNow BC, or as otherwise covered by policies associated with the “education guarantee” (http://www.bced.gov.bc.ca/adult_graduation/courses.htm).

Ministry Obligation

- 6.01 Once the parties have entered into this Agreement, the Ministry will fund the Board of Education for such educational programs, courses and services as set out in Ministry policy from time to time.

Board of Education Distributed Learning Contacts

- 7.01 The Board of Education must designate one or more individuals who are employees of the Board of Education for the roles set out in Schedule “A” to this Agreement to be the Board of Education’s representatives and communicate with the Ministry on matters arising out of this Agreement.
- 7.02 The Board of Education must advise the Ministry of the Board of Education Distributed Learning Contacts’ names and contact information on or before June 30, 2008 as per Appendix I to this Agreement.
- 7.03 The Board of Education may designate different individuals as its Distributed Learning Contacts after the original designation under paragraph 7.01 and must have processes in place to guarantee that notification of any changes are provided to the Ministry in accordance with the notice provisions in paragraph 21.01 in a timely manner.

Compliance with Legislation

- 8.01 The Board of Education agrees that it will comply with all British Columbia legislation, including but without limiting the *School Act* and all regulations and orders made under that statute, all policies of the Ministry and the Distributed Learning Standards as set out in Schedule “B” to this Agreement.

Records and Reports

- 9.01 The Board of Education must arrange for accurate records accounting for achievement and progress of all Learners enrolled in a Distributed Learning program or course.
- 9.02 The Board of Education must provide the Ministry data that the Ministry requests within the timeframe set by the Ministry.
- 9.03 Where the Distributed Learning School is the school of record, the Board of Education must work to achieve a 100% participation rate for Learners and Parents in the Ministry's Distributed Learning Satisfaction Survey.

Foundation Skills Assessments

- 10.01 The Board of Education must work to achieve a 100% participation rate of Learners who take all or part of their educational program through Distributed Learning in either the Foundation Skills Assessments or an equivalent assessment to be determined by the Ministry.

Commitment to Quality

- 11.01 The Board of Education agrees that it will meet or exceed the Distributed Learning Standards set out in Schedule "B" to this Agreement.
- 11.02 The Board of Education agrees that it will align its website and/or Board of Education's website with criteria established by the Ministry as set out in Schedule "C" to this Agreement
- 11.03 The Board of Education agrees to participate in the Quality Review Process as set out in Schedule "D" to this Agreement.

LearnNow BC

- 12.01 The Board of Education agrees that it will:
 - a) provide the Ministry with complete, current, and accurate information about the Distributed Learning program(s), including website, courses offered, and contact information, for posting on LearnNow BC by no later than July 31, 2008;
 - b) grant the Ministry permission to make the information in paragraph 12.01 a) above publicly available on LearnNow BC;
 - c) provide the Ministry with complete, current, and accurate information about any changes or additional distributed learning courses offered by the Board of Education in an ongoing and timely manner;

- d) review Learner sign-ups for service, courses and programs through LearnNow BC and must work to achieve advising applicants of their status within 2 business days.
- e) collaborate with the Virtual School Society in identifying and developing mutually beneficial e-learning services available through LearnNow BC.

Resource Investment

- 13.01 The Board of Education will be able to demonstrate that the Distributed Learning funds allocated to it by the Ministry are used to support Learners using services, courses or programs through Distributed Learning. The process for determining how much funding to allocate to both direct and indirect costs by the School and the Board of Education including, but not limited to instruction and technology, must be transparent.

Supplementary Supports

- 14.01 The Board of Education must have supplemental supports in place in compliance with the Ministry's guidelines and policies, as set from time-to-time, and in particular Special Education, Aboriginal Education and English-as-a-Second Language supports.

Application to Schools that are not Distributed Learning Schools

- 15.01 The Board of Education agrees that a school within its district that is not a Distributed Learning School will not deliver any portion of an instructional program via Distributed Learning without prior permission via email from the Ministry of Education. For the purposes of this paragraph, permission must be sought from <mailto:> the Ministry Agreement Contact as listed in paragraph 21.01.
- 15.02 The Board of Education must advise schools in its district that are not Distributed Learning Schools that each school must provide appropriate support for Learners within the Board of Education's catchment area who are receiving instruction from other Distributed Learning Schools in British Columbia. Appropriate support includes but is not limited to testing services and supervision, timely sharing of Learner information and records, coordinating reports to Learners and to the Ministry, and any other service that position the Board of Education as an education provider within a coordinated province-wide distributed learning system.

Educators

- 16.01 The Board of Education must employ only Educators who have prior experience or training in teaching using Distributed Learning methods to deliver all or part of an educational program through Distributed Learning.

16.02 The Board of Education must provide ongoing Distributed Learning-related training and professional development for Educators who deliver all or part of an educational program by means of Distributed Learning.

Reimbursements to Learners and Parents

17.01 If the Board of Education uses a third party to provide educational services, materials, or resources to Learners, the Board of Education will:

- (a) ensure that the educational services, materials, resources are part of the educational program supervised by an employee of the Board of Education who is a member of the British Columbia College of Teachers, and
- (b) subject to paragraph 17.02, pay the third party directly and not the Parent, Learner or any other person.

17.02 Subject to Paragraph 17.01 above, the Board of Education may not provide financial payments or reimbursements to Learners or their Parents, nor may they use any amount of money budgeted to support an educational program as an incentive to have a Learner register in an Distributed Learning educational program or course. The Board of Education may lend, not give, equipment that is required to participate in a Distributed Learning educational program or course (such as computers) to Learners and/or their Parents.

Special Provisions

18.01 The Board of Education agrees to comply and to demonstrate its compliance with any recommendation arising from the Distributed Learning Program Audit or other Ministry of Education provisions as set out in Schedule "E", to this Agreement, as and when required by the Ministry.

Events of Default

19.01 The Province may terminate this Agreement by notice in writing to the Board of Education if any of the following Events of Default occur and are not cured within 90 days after notice in writing from the Ministry:

- (a) the Board of Education fails to comply with any provision of this Agreement, and has not rectified such failure or is not, in the opinion of the Minister, diligently proceeding to rectify such failure; and
- (b) any representation or warranty made by the Board of Education in this Agreement is materially untrue or incorrect.

Termination

- 20.01 Upon the occurrence of any Event of Default and at any time thereafter the Ministry may terminate this Agreement by written notice to the Board of Education in which case this Agreement will be terminated on the date specified by the Ministry in such notice. Provided that, the Ministry may decide in its sole discretion, to advance any remaining installments of Distributed Learning funding already calculated based on counts prior to termination and the Board of Education's obligation under the Agreement will continue until Learners have completed or withdrawn from such funded Distributed Learning educational programs and courses.
- 20.02 The Board of Education may terminate this Agreement by no less than 30 days prior written notice to the Ministry provided that the Board of Education will not terminate without providing for the continuation and completion of in-progress Distributed Learning educational programs and courses and the Board of Education must advise the Ministry in such notice of how it intends to meet this obligation.

Notices

- 21.01 Any notice or other document that either party may be required or may desire to give to the other with respect to this Agreement will be conclusively deemed validly given to and received by the addressee, if delivered personally then on the date of delivery, if mailed then on the fifth business day after the mailing the same by prepaid post addressed, if by facsimile transmission then when so transmitted or if by electronic mail then when capable of being retrieved by the addressee, at the addresses:

if to the Ministry:

Ministry of Education
Information Department
3rd Floor – 620 Superior Street
PO Box 9153 Stn Prov Govt
Victoria, BC V8W 9B5
Facsimile: (250) 356-0407

Attention: Gerald Morton, Director
E-Mail Address: gerald.morton@gov.bc.ca

and if to the Board of Education:

Address: _____

Facsimile: _____

Attention: _____

E-Mail Address: _____

21.02 Either party may, from time to time, advise the other party in writing of any change of address or contact person of the party giving such notice, and the information specified will, for the purposes of paragraph 21.01, be conclusively deemed to be the address and contact person of the party giving such notice.

Non-Waiver

22.01 No term or condition of this Agreement and no breach by the Board of Education of any such term or condition will be deemed to have been waived unless such waiver is in writing signed by the Ministry.

22.02 The written waiver by the Ministry of any breach by the Board of Education of any term or condition of this Agreement will not be deemed a waiver of such term or condition or of any subsequent breach by the Board of Education of the same or any other term or condition of this Agreement.

Entire Agreement

23.01 This Agreement, the Schedules, and Appendices to this Agreement constitute the entire Agreement between the parties with respect to the subject matter of this Agreement.

Interpretation

24.01 This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.

24.02 The headings appearing in this Agreement have been inserted for reference and as a matter of convenience and in no way define, limit or enlarge the scope of any provision of this Agreement.

24.03 Any reference to a statute, regulation or order in this Agreement, whether or not that statute has been defined, includes all regulations and orders made at any time under or pursuant to that statute and any amendment to those enactments.

24.04 In this Agreement wherever the singular or neuter is used it will be construed as if the plural or masculine or feminine, as the case may be, had been used where the context so requires.

24.05 The Schedules and Appendices to this Agreement are an integral part of this Agreement as if set out at length in the body of this Agreement.

24.06 No amendment or modification to this Agreement will be effective unless it is in writing and duly executed by the parties.

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

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

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

_____))
Witness)

_____))
Date Signed)

_____))
For the Minister of Education)
James Gorman)
Deputy Minister)

SIGNED on behalf of the Board of Education))
of School District No. _____))

_____))
by a duly authorized representative)

_____))
Witness)

_____))
Date Signed)

_____))
Signature of Authority)
Representative)

_____))
(PRINT NAME))

_____))
(PRINT TITLE))

Schedule “A”

Board of Education Distributed Learning Contacts

Boards of Education must identify Distributed Learning Contacts on a copy or scan of the attached template (see Appendix I) for the following roles:

1. Distributed Learning Agreement Contact: (see paragraph 7 for official designation and duties)
 - confirms other contacts as set out below in this Schedule;
 - involved in matters related to execution of this Agreement, not necessarily in day-to-day operations of the Distributed Learning School or program;
 - typically a district-level official;
2. Distributed Learning School Administration Contact
 - responsible for daily administration and operations of the Distributed Learning School or program;
 - typically a Principal, Vice-Principal or Lead Educator;
 - responsible for implementation of provincial and local policy;
 - lead for activities such as Standards, Quality Review, Satisfaction Surveys, FSA's, School websites;
 - designates Distributed Learning Data and LearnNow BC Information Coordinators as described in this Schedule;
3. Distributed Learning Data Coordinator
 - responsible for Learner level data reports;
 - responsible for Distributed Learning Achievement data submission;
 - typically an educator, senior clerical position, or Vice-principal;
4. LearnNow BC Information Coordinators (2 contacts)
 - responsible for daily duties related to Learner Sign-ups on LearnNow BC;
 - provide course information for LearnNow BC;
 - responsible for editing Distributed Learning School or program information posted on LearnNow BC.

Schedule "B"

Distributed Learning Standards

Schedule “C”

Distributed Learning School and or Board of Education Website Criteria

Distributed Learning School/Board of Education websites will:

1. Provide Learners a direct link to School's contact information.
2. Provide information about the type of program and services offered to Learners.
3. Provide information about the courses available.
4. Provide information about how to enrol in a course or school.
5. Align with this Agreement on direct reimbursement to families.
6. Contain no references to providing services to out-of-province Learners (except those temporarily out-of-province).
7. Contain a clear statement about being an educator-led program that provides quality services to Learners.
8. Provide a direct link to LearnNow BC (www.learnnowbc.ca). This link must be located on the Distributed Learning School's Home Page or on a Links page linked from the Home Page.

Schedule “D”

Quality Review Process

The goal of the *Quality Review* is to foster improved quality in distributed learning practice, including improved Learner success, program completion, achievement, choice and satisfaction. DL is still relatively new for K-12 education with much to be learned, shared and communicated about best practices. The review process for DL schools is intended to be a short-term one to assist in establishing and confirming sound practice in all DL schools in the province.

The *Quality Review* is a data-driven process examining:

1. **Learner Success**
 - a. Based on: DL achievement data, provincial exam data, FSA results, satisfaction surveys, district and school-level data (standard test, reports, etc.), observations of learning centred on BC’s Performance Standards for Learners
2. **Instructional Practice**
 - a. Based on: DL standards, research on emerging DL instructional practice, DL staff experience and training, integration/ use of educational technologies, strategies for supporting learner engagement, learning materials
3. **Leadership Practice**
 - a. Based on: parent, learner & staff involvement and input, school planning, School Act required structures and processes (PAC, SPC, etc.)

Process

The *Quality Review* consists of the following:

1. **Internal review** by DL staff (done annually as part of regular school planning and in advance of external review)
2. **External Review** by Ministry staff, retired and active DL educators in a site visit
3. **Post site review meeting** – external team and district/school staff
4. **Publication** of external review **formal report**
5. Meeting with school/district staff re **improvement goals to be appended to this Agreement**

Schedule "E"

Special Provisions

(Not applicable)

Appendix I

DISTRIBUTED LEARNING SCHOOL CONTACT INFORMATION

Board of Education, School District # _____

School name (if more than one please fill in name for each school):

Contact Information for each of the following:

1. Distributed Learning Agreement Contact: (see paragraph 7 for official designation and duties) <ul style="list-style-type: none">- confirms other contacts as set out below in this Schedule;- involved in matters related to execution of this Agreement, not necessarily in day-to-day operations of the Distributed Learning School or program;- typically a district level official	
Contact Name	
Title	
Telephone	
Fax	
Email Address	

2. Distributed Learning School Administration Contact <ul style="list-style-type: none">- responsible for daily administration and operations of the Distributed Learning School or program;- typically a Principal, Vice-Principal or Lead Educator;- responsible for implementation of provincial and local policy;- lead for activities such as Delivery Standards Self-Assessment, Satisfaction Surveys, FSA's, School websites;- designates Distributed Learning Data and LearnNow BC Information Coordinators as described in this Schedule;	
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Contact Name
Title
Telephone
Fax
Email Address

Appendix I

DISTRIBUTED LEARNING SCHOOL CONTACT INFORMATION Cont'd

3. Distributed Learning Data Coordinator <ul style="list-style-type: none">- responsible for Learner level data reports;- responsible for Distributed Learning Achievement data submission;- typically an educator, senior clerical position, or Vice-principal;	
Contact Name	
Title	
Telephone	
Fax	
Email Address	

4. LearnNow BC Information Coordinators (2 contacts) <ul style="list-style-type: none">- responsible for daily duties related to Learner Sign-ups on LearnNow BC;- provide course information for LearnNow BC;- responsible for editing Distributed Learning School or program information posted on LearnNow BC.	
1st Contact Name	
Title	
Telephone	
Fax	
Email Address	
2nd Contact Name	
Title	
Telephone	
Fax	
Email Address	

Please fax completed form to 250-387-2042 or email to EDUC.DistributedLearning@gov.bc.ca