
BC GLOBAL EDUCATION PROGRAM CERTIFICATION AND INSPECTION REQUIREMENTS

APPLICATION

According to the 2014/2015 British Columbia Global Education Program Operating Manual for Offshore Schools (the “**Operating Manual**”), the BCMOE may invite applications to enter the Global Education Program where it sees the potential for a strong partnership capable of making significant contributions to the goals of British Columbia’s international education strategy.

If the BCMOE decides to accept an offshore school’s application, the BCMOE will enter into an initial curriculum delivery agreement with the school operator, and, upon payment by the school’s owner/operator (referred to herein as the “school operator” or the “operator”) of all applicable fees, the school is moved into the pre-certification phase. The agreement is valid for one school year starting from July 1 and ending at June 30.

PRE-CERTIFICATION AND CERTIFICATION

A school in the pre-certification phase is permitted to deliver the BC curriculum for the following school year. During the pre-certification phase, the school operator is not permitted to advertise the school as “BC certified” or indicate that students will be able to receive a BC high school diploma upon graduation.

The BCMOE will appoint a team of inspectors to perform an onsite inspection of the school in the spring, at the expense of the school operator. Once the inspection team has completed its evaluation of the school, required changes and/or follow-up items for the school operator will be identified and recommendations will be provided to the BCMOE for consideration. The BCMOE will consider the recommendations of the inspection team and any other factors it deems relevant. If the BCMOE determines to certify the school, the school operator will sign a one-year certification agreement with the BCMOE. In the event that the school is not certified, the BCMOE will not renew the initial curriculum delivery agreement, in which case the school operator may re-apply to the program at a later time.

Below is a summary of the key terms of the BCMOE’s standard form of certification agreement:

Category	Description of key terms
Agreement term	The certification agreement commences on the first day of the school year (July 1) in the year in which the agreement is executed and ends on the last day (June 30) of the school year. The certification agreement may be renewed at the sole discretion of the Province of British Columbia (the “Province”) if the Province is satisfied that the school operator continues to meet all the certification requirements.
Qualification criteria for school operators	The school operator represents and warrants as to the qualification requirements, including, but not limited to, the following: (i) it has satisfied all of the certification requirements in the form and with the content established by the Province, including without limitation all components of an annual report submitted in accordance with the requirements of the BC Global Education Program, as may be modified from time to time by the Province in its sole discretion; (ii) it is able to communicate orally and in writing with the Province in fluent English at a level acceptable to the Province; (iii) it has paid all fees; (iv) it has provided any additional information that the Province reasonably requests; (v) it is considered by the Province, at the Province’s sole discretion, to be a suitable candidate in accordance with the certification requirements; (vi) it is, subject to the written approval of the Province, offering a BC educational program that commences between kindergarten and grade eight and is able to demonstrate to the satisfaction of the Province that reasonable efforts are being made to maintain a minimum enrollment of 60 full-time students in each grade offered in the school; (vii) it has, subject to the written approval of the Province and

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School operator’s representations, warranties and obligations	<p>the laws of the jurisdiction where the school is located, ensured that students commence full-time enrollment in the school in or before grade eight, or, in cases where a jurisdiction’s laws prevent enrolment at this age, ensured that students may not commence the program after grade ten and that students entering the program in grade ten are provided with additional English language learner supports to enable success in the program; and (viii) providing the Province annually with written confirmation from the appropriate government entity with paramount responsibility for education in the jurisdiction in which the school is located that the operator has obtained written approval or a letter of no objection to obtain certification for the school and operate the school under the certification agreement.</p>
	<p>All statements contained in any certificate, application or other document delivered before or during the continuation of the certification agreement, by or on behalf of the school operator to the Province under the certification agreement or in connection with the school and the provision of an educational program under the certification agreement will be deemed to be representations and warranties by the operator under the certification agreement.</p>
	<p>All representations, warranties, covenants and agreements made under the certification agreement and all certificates, applications or other documents delivered by or on behalf of the school operator are material and will conclusively be deemed to have been relied upon by the Province and will continue in full force and effect during the continuation of the certification agreement.</p>
	<p>The school operator must, if requested by the Province, provide evidence satisfactory to the Province that the representations and warranties are true and correct and that the operator’s obligations under the certification agreement have been met.</p>
	<p>The school operator represents and warrants to the Province that:</p> <ul style="list-style-type: none"> • there is no law or decision of a governmental entity, which would prohibit the operator from entering into the certification agreement with the Province; • the certification agreement has been legally and validly authorized and executed by the operator and is legally binding upon and enforceable against the operator in accordance with its terms; and • the operator: (i) will directly operate the school and is solely responsible for its operation; (ii) has the power and capacity to accept and execute the certification agreement; (iii) has the power and capacity to perform its obligations under the certification agreement and the certification agreement is binding upon and enforceable against the operator in accordance with its terms; (iv) does not know of any fact that adversely affects, or might adversely affect, in a material way, the operator’s properties, assets, condition (financial or otherwise), business or operations or its ability to fulfill its obligations under the certification agreement; (v) has all the rights necessary to operate the school and use the facilities for the purposes of the school; and (vi) will operate the school in accordance with the laws of the country where the school is located. <p>The operator will not transfer, sell or license the whole or portions of the certification agreement without the prior written approval of the Province.</p> <p>Material changes to the operator are forbidden under the certification agreement without the prior written approval of the Province. Material changes include (but are not limited to) changes in the operator’s governance, business or administrative structure, including a change to the majority shareholder or controlling interest.</p>

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Principals and teachers	<p data-bbox="475 338 1414 824">The school operator must employ a principal for the school during the term of the certification agreement. The operator must not employ a principal who is employed as a principal for any other BC offshore school. The principal must be an individual who, at the time that the individual is hired by the operator as the principal and during the term of the certification agreement, meets all of the following requirements: (i) is fluent in English; (ii) holds a BC certificate of qualification; (iii) is not otherwise affiliated with the operator, other than through the principal’s employment contract with the operator; and (iv) has experience working at a principal or vice-principal level and has a minimum of three years of teaching experience, preferably in a BC school, except where the Province has provided written approval to the operator for the use of modified criteria due to exceptional circumstances. The operator must ensure that the principal has responsibility for and authority to undertake certain enumerated duties in relation to the school. The operator may employ a vice-principal to support and assist the principal, under the direction of the principal, in fulfilling a specified selection of these enumerated duties.</p> <p data-bbox="475 831 1414 1473">The school operator must ensure that teachers employed to teach at the school: (i) hold a BC certificate of qualification prior to beginning teaching in the school and during the term of the certification agreement; (ii) provide to the operator police records checks from all jurisdictions in which they have previously resided; (iii) maintain their certification in good standing complying with all professional requirements under the Province’s Teachers Act; (iv) provide consents for the disclosure of personal information to the Province as required under the certification agreement and for storing and accessing this information outside of Canada; (v) provide instruction in a competent manner to students in accordance with the requirements under the certification agreement and as identified in the requirements of the BC Global Education Program; (vi) teach the programs of study and educational programs that are prescribed, approved or authorized under the certification agreement; (vii) encourage and foster learning in students; (viii) regularly evaluate students and periodically report the results of the evaluation to the students, the students’ parents and the school in accordance with the terms of the certification agreement; (ix) maintain, under the direction of the principal, order among the students while they are in the school or on the school grounds and while they are attending or participating in activities sponsored or approved by the school; and (x) carry out, subject to any applicable contract of employment, those duties that are assigned to the teacher by the principal.</p>
Facilities	<p data-bbox="475 1480 1414 1675">The school operator is responsible for (i) ensuring that local health and safety standards in respect of the operation of the school are met; (ii) ensuring that the facilities, grounds and equipment used in conjunction with the operation of the school meet local building code and health and safety standards; and (iii) any damages or compensation arising as a result of any liability related to facilities, grounds, equipment or operation of the school.</p> <p data-bbox="475 1682 1414 1787">The facilities, grounds and equipment used in the operation of the school must, in the opinion of the Province, be adequate for the operation of a school under the BC Global Education Program for offshore schools.</p>
Indemnity	<p data-bbox="475 1794 1414 2016">The school operator will indemnify and save harmless and forever releases and discharges the Province, its employees and agents, from and against any and all losses, claims, damages, actions, causes of action, costs and expenses that any of them may sustain, incur, suffer or put to at any time either before or after the expiration or termination of the certification agreement, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission of the operator, or of any agent, employee, officer, director or</p>

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	<p>subcontractor of the operator pursuant to the certification agreement or in connection with the school.</p>
Fees	<p>The school operator must ensure that all communications, including publications and promotional materials, accurately set out the amount of fees and other monies payable under the certification agreement to the Province.</p> <p>Below is a summary of the fees for the BC Global Education Program all of which must be paid by the school operator and all of which are non-refundable:</p> <ul style="list-style-type: none"> • initial application fee — CAD5,000 per school payable at the time of application; • curriculum usage fee — CAD10,000 per school/annum, which is payable on August 1 of each calendar year; • program administration fee — CAD5,000 per school/annum, payable on August 1 of each calendar year; • student registration fee — CAD350 per student/annum, which is payable on December 19 of each calendar year; and • inspection fees — variable and payable 30 days in advance of the inspection team’s departure, inspection fees include professional services of the inspection chair and members of the inspection team, as well as their travel, accommodation, per diem and incidental costs. <p>Below is a summary of the procedures that the BCMOE applies where there are delinquent fees:</p> <ul style="list-style-type: none"> • 30 days delinquent — the school is issued a second invoice for the amount outstanding plus interest charges and will be placed on probationary status for 60 days (regardless of when the fees are submitted); • 60 days delinquent — the school is issued a third invoice for the amount outstanding plus interest charges and will be placed on probationary status for 90 days (regardless of when the fees are submitted); • 90 days delinquent — the school will be decertified. Recertification will be subject to the payment of delinquent fees plus interest charges, reapplication (including an application fee of CAD5,000) and payment as liquidated damages of CAD10,000; and • Delinquent inspection fees — the inspection will be cancelled and the uninspected school will lose certification status. Recertification will be subject to the payment of delinquent fees plus interest charges, reapplication (including an application fee of CAD5,000) and payment as liquidated damages of CAD10,000. <p>Below is a summary of other program expenses:</p> <ul style="list-style-type: none"> • In-person application review — the school operator is responsible for (a) all travel, accommodations, per diem and incidental costs of all BCMOE participants if the inspection is held at the school location, which is payable 15 days in advance of departure or (b) all relevant travel and accommodation expenses for the operator and accompanying persons if the inspection is held in British Columbia; and • Learning audits — including professional services of the audit chair and audit team members, as well as their travel, accommodation, per diem and incidental costs, which are payable 15 days in advance of the audit team’s departure.

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Renewal	<p>The Province at its sole discretion will determine whether the school operator may renew the certification agreement, after: (i) determining if the operator is in compliance with the terms and conditions of the certification agreement; (ii) conducting an inspection of the school to assess whether, in the Province’s opinion, the operator is eligible to apply to renew the certification agreement, with or without conditions; and (iii) assessing any other matters that the Province considers relevant to that determination.</p> <p>If the Province has notified the school operator that the school will not be certified, that the certification agreement will not be renewed, or that the certification agreement will be terminated, the operator must: (i) update the school’s website; and (ii) notify, in writing, all students or applicants for enrollment in the school and their parents or legal guardians that the school will not continue to operate under the BC Global Education Program and will not be eligible to continue to deliver the BC Curriculum or offer a BC Evaluation Program and of alternative certified schools in the country or, if there are no other certified in the country, of alternative certified schools in the region.</p>
Default and Termination	<p>The following events will result in the school operator no longer being in good standing with the BCMOE, and, as a result, will constitute an event of default:</p> <ul style="list-style-type: none"> • the operator fails to comply with any provision of the certification agreement, and specifically fails to pay fees required under the certification agreement, or a request or direction of the Province made under the certification agreement; • the owner/operator fails to implement to the Province’s satisfaction, any compliance requirements set out in the certification agreement; • any representation or warranty made by the operator in the certification agreement, or otherwise made, to the Province before or during the term of the certification agreement which is untrue or incorrect; • the operator fails to correct any deficiency noted in an inspection report within the time specified by the Province, and if no time was specified, within a reasonable time; • any information, oral or written statement, certificate, report or other document furnished or submitted by or on behalf of the operator pursuant to or as a result of the certification agreement which is untrue or incorrect; • the operator ceases, in the opinion of the Province, to operate; • a change occurs with respect to one or more of the following, including some or all, of the properties, assets, condition (financial or otherwise), business or operations of the operator which, in the opinion of the Province, materially adversely affects the ability of the operator to fulfill its obligations under the certification agreement; or • the operator does not, in the opinion of the Province, continue to provide a school in a manner that meets the Province’s requirements; • the operator sells, transfers or licenses ownership of the certified school (or attempts to do any of these things) without the prior written approval of the Province or there are material changes to the operator’s governance, business or administrative structure including a change to the majority shareholder or controlling interest that have not received the prior written approval of the Province. <p>Upon the occurrence of any event of default and at any time thereafter the Province may, notwithstanding any other provision of the certification agreement, at its sole discretion, exercisable by written notice to the school operator, (i) require that the</p>

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	<p>event of default be remedied within a time period specified by the Province; (ii) terminate the certification agreement and cancel the authorization of the operator to use the BC Curriculum for purposes of operating the school, where the termination of the certification agreement and the cancellation of the authorization are effective on the dates stated in the notice; or (iii) pursue any remedy or take any other action available to it at law or in equity.</p> <p>All rights, powers and remedies conferred on the Province under the certification agreement or under any statute or law are not intended to be exclusive and each shall be cumulative in addition to and not in substitution for every other right, power and remedy existing or available to the Province under the certification agreement or any other agreement at law or in equity.</p> <p>The exercise by the Province of any right, power or remedy will not preclude the simultaneous or later exercise by the Province of any other right, power or remedy.</p> <p>The certification agreement may be terminated where there is no event of default, by either party if during that school year, the school operator or the Province receives a written request to terminate from the other party. Termination in such manner will become effective at the end of the school year during which notice is given, unless another date is agreed to by the parties in writing.</p> <p>Where the certification agreement is terminated, or notice of termination is received or deemed to be received by the operator, the operator will cease advertising in any way that suggests that the operator or the school is certified by the province or that it is eligible to deliver the BC curriculum or offer a BC graduation program.</p>
Damages	<p>Where the certification agreement is terminated due to an event of default prior to the end of the term, the school operator shall pay, in a single payment, as liquidated damages and not as a penalty, the early termination charge of CAD10,000.</p> <p>The Province and the operator acknowledge and agree that all liquidated damages set out in the certification agreement have been calculated as, and are, a genuine pre-estimate of the loss likely to be suffered by the Province and are not penalties.</p>
Dispute resolution	<p>The certification agreement will be governed by and construed in accordance with the laws of the Province. Any matter regarding the interpretation and application of the certification agreement, and all disputes arising under or in connection with the certification agreement, that cannot be resolved between the parties, will be within the exclusive jurisdiction of the courts of British Columbia.</p>

In addition to the above, the BCMOE’s standard form of certification agreement also contains provisions relating to (i) restrictions on the school operator’s ability to advertise, make public announcements or make statements about the school and its accreditation or certification; (ii) the operation of the school, including with respect to admissions, record keeping, reporting to the Province and other persons or entities, the location of the school and compliance with respect to directions, requests or enquiries by the Province; (iii) the ability of the school operator to sub-contract its obligations thereunder and the operator’s responsibility and obligations in respect of any such sub-contracting; (iv) delivery of the BC curriculum and the license of the Educational Material (as such term is defined in the certification agreement); and (v) inspections, investigations, audits and reviews by the Province. Certain other provisions contained in the BCMOE’s standard form of certification agreement are discussed below, under the subheading “Reforms Announced Prior to the Publication of the 2014/2015 Operating Manual”. Reference should be made to the sample form of certification agreement which is attached as Appendix B to the Operating Manual available at <http://www2.gov.bc.ca/gov/DownloadAsset?assetId=AFE62A666A3A4E599CC3971C414AD782&filename=is-operatingmanual-2014-15.pdf>.

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MAINTAINING CERTIFICATION AND ANNUAL REPORTING

According to the Operating Manual, operators of BC certified offshore schools may not transfer, sell or license ownership of the school without the written approval of the Province, including a change to the majority shareholder or controlling interest, and are responsible for, among others:

- directly operating the school, including delivery of the BC curriculum in English;
- the financial management and administration of the school, including the payment of all applicable fees;
- improving and maintaining student achievement and ensuring that there are no significant discrepancies between Provincial exam marks and course marks;
- ensuring that the education program provided at the school meets BC provincial education standards as described in certification agreements (i.e. achieving Prescribed Learning Outcomes, using provincial Performance Assessment Standards, meeting instructional time requirements, adhering to exam invigilation instructions, meeting English language assessment and development standards, etc.);
- developing policies and procedures regarding student admissions, student discipline, parental appeals, evaluation of teachers and administrators, and dispute resolution;
- ensuring that only those students with sufficient English language capability are permitted to enter the program and that students studying in the program have access to adequate English language development supports as required;
- school marketing and student recruitment;
- complying with all applicable laws, bylaws, orders, directions, rules, and regulations of any city, state, provincial, and national government body of the region/country in which the school operates;
- recruiting, hiring, compensating, and providing suitable accommodations for administrators and teachers;
- establishing and maintaining complete and accurate records for students, the school, and administrators and teachers;
- meeting the BCMOE data and annual reporting requirements;
- reporting dismissal, suspension, discipline, conduct and competence issues regarding the principal or any teacher to both the Commissioner for Teacher Regulation and the BCMOE’s Director of International Education (as such terms are defined in the Operating Manual, including the appendices thereto);
- working with the Offshore Program Consultant (if applicable) (as such term is defined in the Operating Manual, including the appendices thereto), the principal and teachers as required to assist the BCMOE in investigating complaints and resolving issues to the BCMOE’s satisfaction;
- ensuring that all communications with BCMOE are in English; and
- supporting and participating in the BCMOE’s inspections of the school as required.

Sub-contracting to other entities does not relieve an operator from any of the obligations specified in the certification agreement.

Operators of BC certified offshore schools must continuously demonstrate that all program requirements are being met. In order for a school’s certification to be renewed on an annual basis, the school operator must, among other things, submit a completed annual report to the BCMOE which consists of an inspection catalogue, an update on the school’s business plan and audited financial statements. The inspection catalogue must be submitted by September 30 of each year and must conform to the template issued each year by the BCMOE. The business plan must be submitted by September 30 of each year and must conform to the template issued each year by the BCMOE, which currently includes the following information: (i) a description of the school, the larger school within which the BC offshore school is housed (if applicable), and the BC offshore school program; (ii) a description of the business operations, including the school’s unique culture, marketing activities and long-term growth plan; (iii) a description of the school’s operations, including the management structure and approach

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to engaging and communicating with parents, students, staff and school administration; (iv) information about the school’s approach to human resources, including the operator’s plan for ensuring that all teachers and administrators are properly certified at all times; and (v) a description of partnerships with BC onshore schools to promote cultural and language learning, collaborative approaches to pedagogy and professional development and including activities to encourage offshore school students to study at post-secondary institutions in British Columbia. The audited financial statements must be submitted by November 30 of each year and must be in the form and content described in the certification agreement. The financial statements must conform with international accounting standards and be prepared and audited by a third party.

Certified offshore schools must also pass annual onsite inspections, which take place between fall and spring of each year at the expense of the school operators. The BCMOE also conducts random, unannounced inspections. The BCMOE publishes final inspection reports on its website. Once the inspection team has completed its inspection of a certified school, it will inform the operator of any required changes and its recommendations for the school will be provided to the BCMOE. The BCMOE will carefully review the inspection results and follow up with the school operators. Following its review of the inspection, the BCMOE will inform the school of any remedial actions that must be taken to address inspection findings, and any other factors deemed relevant by the BCMOE at the time.

Operators of certified offshore schools may submit a request to the BCMOE to move to a biennial inspection process when certain requirements are met. Schools approved for a biennial inspection process must still meet annual reporting requirements in order for their certification to be renewed on an annual basis. For schools on a biennial inspection cycle, the BCMOE will still renew the certification agreements with the operators on an annual basis provided that annual reporting requirements have been met and the most recent inspection process has been successfully passed.

At its discretion, the BCMOE may remove an operator’s certification at any time during the school year if the operator is found to be out of compliance with the BCMOE’s requirements, including if the operator fails to remain in “good standing” with the BCMOE. The BCMOE will consider the following criteria in assessing whether a school operator remains in good standing with the BCMOE:

- whether the operator is currently and has been consistently complying with agreement requirements;
- whether all certification fees have been paid and costs covered in full and on time;
- whether the operator and/or individual/entities acting on behalf of the operator are in compliance with relevant legislation of the country/region in which the school is operating;
- whether the operator and/or individuals/entities acting on behalf of the operator are currently or have recently acted in a manner that could negatively impact the integrity of the BC Global Education Program and/or BC’s positive international education reputation; and
- any other criteria that the BCMOE considers relevant at the time.

Certain other provisions set out in the Operating Manual are set out below, under the subheading “Reforms Announced Prior to the Publication of the 2014/2015 Operating Manual”.

School operators are expected to maintain sufficient organizational and financial capacity to effectively operate offshore schools, including by:

- maintaining a formal school management structure in which the accountabilities of the operator, offshore program consultant (if applicable), principal, vice-principal, teachers and administrative staff are clearly defined, communicated and understood by all parties;
- having in place school policies and procedures that are consistent with the terms and conditions outlined in certification agreements and easily accessible by relevant teaching and administration staff;

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- undertaking regular reviews of the school’s finances to ensure sufficient financial capacity is in place for operating the school, including regular updates of expense and revenue information and audited financial statements;
- having in place clear and formalized processes for engaging and involving students, parents, staff and school administration;
- ensuring that school facilities are adequate for operating a school under the program, as outlined in the inspection catalogue; and
- ensuring that the schools’ operations, as well as facilities, grounds and equipment, meet local health and safety standards.

The Province may investigate or act on any complaint or information regarding a pre-certified or certified school. The BCMOE may inspect the school facility to investigate a complaint or to determine whether the School operator is complying with agreement/program requirements. If the BCMOE has concerns about the quality of the education being delivered at a school, the BCMOE may perform a comprehensive learning audit of the school facility at the school operator’s expense. When a school is deemed out of compliance, the BCMOE will provide written notice to a school operator outlining the compliance issues and the time line within which compliance is expected. If a school operator does not bring itself or the school’s operations into compliance by the BCMOE’s specified date, the BCMOE will place the school on probationary status and publish this information on its website, in which case the school operator must notify all students and their parents that the school has been placed on probationary status and may lose its certification. If the school operator cannot demonstrate to the BCMOE that it will bring itself into compliance, the school will lose its certification and the BCMOE’s agreement with the school operator will be terminated. If the BCMOE revokes a school’s certification, the school will be removed from all BCMOE publications, including the BCMOE’s website, and the students in such school will not be able to complete their studies unless they transfer to another offshore school or to a K-12 public or certified independent school within BC.

REFORMS ANNOUNCED PRIOR TO THE PUBLICATION OF THE 2014/2015 OPERATING MANUAL

Prior to the publication of the Operating Manual, the BCMOE announced reforms of its Global Education Program and initiated further reviews of its administration of such program to protect its high-quality education brand. It issued the Transition Guidelines for Offshore Schools (the “**Transition Guidelines**”) in January 2013, which include various new requirements for certification application and renewal inspection. In addition, on June 27, 2014, the BCMOE issued Global Education Program — Offshore Schools Changes to Requirements (the “**Changes**”) to further revise certain requirements outlined in the Transition Guidelines. All of our BC certified high schools and Foreign Schools entered a certification agreement with the province under the BC Global Education Program — Offshore Schools for the 2014/2015 school year.

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In order to meet the new requirements we undertook certain measures during the period leading up to the implementation of the Operating Manual. A summary of some of the reforms set out in the Transition Guidelines and the Changes, together with a summary of the measures we have taken or plan to take for such requirements is set out below.

Requirement	Transition process	Measures we have taken or plan to take
School operator must have financial and organizational capacity to operate a BC school (as defined in the certification agreement and further outlined in the 2013/2014 British Columbia Education Program Operating Manual for Offshore Schools (the “Old Operating Manual”).	Applies to all schools effective from January 2013.	As of January 2013 and up to the Latest Practicable Date, we had been able to comply with this requirement for all of our high schools under operation.
Students must enter the BC education program on a full-time basis no later than grade eight. Students who have previously been instructed in English on a full-time basis may be admitted after grade eight, provided that they have passed the English language assessment and met all the other English language requirements specified in the Old Operating Manual.	Applies to all schools applying to enter the BC Global Education Program after January 2013.	Our high schools in Shanghai and Luoyang are exempt from this requirement. We have obtained permission from the BCMOE to offer BC curriculum to students of these high schools from grade ten. The BCMOE views our foundations program and bridging program as substitutes for offering BC curriculum from grade 8. We also plan to obtain the same exemption for high schools we plan to open in the future.
Students in offshore schools must pass an English language assessment, as described in the Old Operating Manual, prior to being enrolled in the BC program. Each school’s principal is responsible for signing-off on all English language assessments and subsequent student admission decisions.	Applies to all schools effective beginning in the 2013/2014 school year.	As of September 2013 and up to the Latest Practicable Date, we had been able to comply with this requirement for our high schools under operation. The vice director of our English teaching center, who is a BC-certified teacher, has developed an English language assessment exam for applications to our high schools. The exam is strictly invigilated, and exam results are signed off by our BC principals. The exam results are also placed in the student’s file for inspection by the BCMOE.
Each school must have a minimum of 60 full-time students within each grade. New applicant schools must be able to clearly demonstrate prospective enrollment of at least 60 full-time students per grade as part of the application process, and confirm that annual enrollment targets are being met through the annual reporting and inspection processes.	Applies to all new schools, effective from January 2013. New schools will have a maximum of three years from the time the school opens to meet this requirement.	As of January 2013 and up to the Latest Practicable Date, we had been able to comply with this requirement for our high schools under operation. For high schools we plan to open in the future, we do not foresee any hardship in fulfilling this requirement within the first three years of operation.
Students are expected to write provincial exams for a specific grade during the year in which they are enrolled in that grade.	Applies to all schools effective in the 2014/2015 school year. Each school must submit to the BCMOE as part of its 2013/2014 annual report, a plan outlining the supports that will be in place to ensure student success in provincial examinations.	As of the Latest Practicable Date, we had been able to comply with this requirement for our high schools under operation. We do not foresee any hardship in continuing to comply with this requirement at all of our high schools in the 2014/2015 school year.

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Requirement	Transition process	Measures we have taken or plan to take
Students whose classroom mark is 25 percent (or greater) higher than their exam grade will have their exam mark stand as their final course mark. Schools will be monitored for exam/classroom mark differentials and schools that consistently have high differentials may be required, at cost to the school, to bring in specialists appointed by the BCMOE to provide professional development and recommend appropriate programming.	Applies to all schools effective from November 1, 2014.	As of the Latest Practicable Date, we had been able to comply with this requirement for our high schools under operation. We do not foresee any hardship in continuing to comply with this requirement at all of our high schools in the 2014/2015 school year.
A school must implement the new program governance structure which consists of school operator, offshore program consultant (not mandatory), principal (and vice-principal), and teachers.	Applies to new applicant schools effective from January 2013. Applies to existing schools beginning in the 2013/14 school year.	As of January 2013 and up to the Latest Practicable Date, we had been able to comply with this requirement for all of our high schools under operation.
All courses are eligible to be delivered through distributed learning from the BCMOE-approved distributed learning providers identified in the applicable certification agreements, with the exception of provincially-examinable subjects.	Applies to all schools effective beginning in the 2013/2014 school year.	As of September 2013 and up to the Latest Practicable Date, we had been able to comply with this requirement for all of our high schools under operation.
Schools are asked to demonstrate that they are making efforts to enter into twinning relationships with one or more BC K-12 public or certified independent schools.	Applies to all schools effective from June 2014.	As of June 2014 and up to the Latest Practicable Date, we had been able to comply with this requirement for all of our high schools under operation. We are in the process of negotiating with the Comox Valley School District to establish twinning relationships for our high schools.
Where there are identifiable issues associated with the administration or local marking of provincial exams, the BCMOE may appoint an official to inspect and advise an offshore school on exam invigilation and marking, with the cost to be borne by such offshore school.	Applies to all schools effective from June 2014.	As of the Latest Practicable Date, the BCMOE had not notified us of any concerns relating to the administration or marking of provincial exams in our high schools. We do not believe that there are identifiable issues associated with the administration or local marking of provincial exams in our high schools. However, if the BCMOE sees room for improvement, we will cooperate with the BCMOE and implement measures it deems necessary.
The BCMOE has the ability to perform: (i) an unannounced inspection of any school at any time; and/or (ii) a learning audit of any school at any time if there are concerns about the quality of educational programming and/or student achievement.	Applies to all schools effective from January 2013.	Our high school in Wuhan was the first BC offshore school to undergo an unannounced inspection. The inspection occurred on March 17 and 18, 2014 and the results were very positive and are made public on the website of the BCMOE. We believe that we are able to pass such unannounced inspections in the future.