



NOVA SCOTIA INTERNATIONAL PROGRAMS

OPERATIONS AND PROCEDURES MANUAL

2019-20



Foreword

Nova Scotia is respected for its quality education, innovative curriculum and excellence in teaching and learning. The quality of education is demonstrated in the excellence of the programs and individual courses, and in the diversity of the educational experiences in which students are actively involved.

This is an exciting time for education in Nova Scotia as the province continues to implement changes intended to increase student achievement, engagement, and career readiness. Our education system will ensure that students have the skills they need to lead a productive life in a changing world.

The Department of Education and Early Childhood Development (the Department) regulates the approval and delivery of the Nova Scotia program internationally which is guided by the *Public School Program*— a framework that outlines the principles and policies, and describes the programs and courses, for Primary-12 education in Nova Scotia.

The Operations and Procedures Manual provides information regarding the Department's requirements and expectations for approval to offer the Nova Scotia program internationally. It is understood that education is not static and the Department is continually reviewing its programming and curriculum to ensure the relevance and currency of its offerings. Changes are made in the best interest of students based on sound research and best practices. When changes to the programming, curriculum or graduation requirements are made, these will be communicated in as timely a manner as possible.

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Foreword	iii
Introduction	1
Educational Philosophy.....	1
Nova Scotia International Programs	2
Approval Process	2
Annual Inspection	5
Annual Reporting.....	6
Administration Fees	7
Fee Payment Process	7
Roles and Responsibilities	8
Department of Education and Early Childhood Development.....	8
School Owner and/or Program Operator	8
Principal	9
Teacher.....	10
Employment of Principals and Teachers.....	11
Employment Contracts	11
Nova Scotia Teacher Certification	11
Management and Operational Requirements	12
Local Approval and Health & Safety	12
Management Structure.....	12
Communication	12
Dispute Resolution and Parent Concerns	13
Information Technology.....	13
PowerSchool.....	13
Educational Requirements	14
Student Admission.....	14
Student Placement and Recognition of Prior Learning.....	14
Student Records	14
Student Registration	15
Nova Scotia Public School Program and Curriculum	15
Nova Scotia Authorized Learning Resources (ALR).....	15
Information and Communication Technology	15
Nova Scotia Provincial Assessments and Examinations	16
Assessment and Evaluation of Student Learning	16

Report Cards	16
Requirements for Graduation	17
Transcripts	18
Graduate Destination Data	18
Expression of Interest	19
Application	21
Sample Contract	26
Company’s Representations, Warranties and Obligations	31
Termination	33
Annual Reporting	37

The websites in this manual were confirmed as accurate at the time of publication, but are subject to change. The Department is not responsible for maintaining external sites and the responsibility to evaluate these sites rests with the user.

Introduction

Educational Philosophy

Nova Scotia believes in preparing students for a lifetime of learning. Today's graduates must be able to identify and solve problems, and they need to be able to effectively adapt to change. They need well-developed organizational and interpersonal skills, including the ability to work collaboratively with others and to assume leadership roles. Today's graduates need to be able to communicate clearly, competently and confidently from a broad knowledge base.

The Nova Scotia *Public School Program* is a framework document that describes the programs, courses and competencies for Primary-12 education in Nova Scotia. It is based upon the following principles of learning that teachers and administrators consider when planning experiences for students. The learning environment is designed to incorporate these principles of learning to best support students:

- learning is a process of actively constructing knowledge;
- students construct knowledge and make it meaningful in terms of their prior knowledge and experiences;
- learning is enhanced when it takes place in a social and collaborative environment;
- students need to continue to view learning as an integrated whole;
- learners must see themselves as capable and successful;
- learners have different ways of knowing and representing knowledge;
- reflection is an integral part of learning.

The Nova Scotia curriculum is developed within a learning outcomes framework consisting of statements describing the knowledge, skills, and attitudes students are expected to demonstrate from their learning experiences. Teachers and administrators refer to the outcomes framework to design a dynamic and interactive learning environment for students. Student progress and achievement are measured over time involving a range of assessments. Students are provided with multiple opportunities to demonstrate their progress toward achievement of the outcomes.

Students in the Nova Scotia program explore citizenship, communication, creativity and innovation, personal-career development, critical thinking and technological fluency. Students are provided opportunities to develop a set of attitudes, skills and knowledge beyond foundational literacy and numeracy that will prepare them to engage in a lifetime of learning.

Nova Scotia International Programs

Approval Process

The goals of the Nova Scotia international programs are to:

- support the development of international relationships and create opportunities for global learning experiences that benefit students, teachers, schools and communities;
- increase international recognition of Nova Scotia's high-quality education; and
- provide opportunities for more international students to study, work and live in Nova Scotia.

Approval to offer a Nova Scotia program requires a significant investment, both in time and resources. Applicants must demonstrate a strong commitment to the process and requirements for approval, and a compatibility with Nova Scotia's educational philosophy and goals for the international programs.

The following will be considered in the approval process:

- strength and rationale of the business case; convincing market analysis, well-articulated marketing strategy and a clearly defined and feasible growth strategy
- location – new or strategic market for Nova Scotia (trade, post-secondary recruitment etc.); attractive for the recruitment and retention of teachers/administrators
- owner or operator has an existing relationship or ties with the province
- clearly defined organizational structure; sound policies and practices

Where the Department sees potential for a strong partnership supportive of its goals and educational philosophy, the Department may invite the submission of an application. The steps in the approval process are as follows:

1. **Expression of interest:** The interested party submits an expression of interest to the Department which provides preliminary information about the proposal. The expression of interest is reviewed and the interested party may be invited to an interview to gather further information (see page 19 **Expression of Interest**).
2. **Interview:** An interview, typically carried out by phone, will be held with the interested party to assess and consider motivation, capacity, goals, and plans. The interview will further help to determine if there is alignment with Nova Scotia's educational philosophy and the goals of the Nova Scotia international programs. It is also an opportunity for the interested party to ask questions and gather more information to make an informed

decision about seeking approval to offer a Nova Scotia program.

3. **Invitation to Apply:** Based on information collected through the expression of interest and subsequent interview(s), the Department may invite an application. The interested party will be asked to complete the application form, and submit additional documentation that includes a market study carried out by a recognized consulting company, and local government support/approval.
4. **Application Review:** The application is reviewed and a recommendation is made to senior management. Applicants may be contacted to provide additional information. If the application is endorsed by senior management, the applicant will be required to pay a \$5000 non-refundable application fee (see page 21 **Application**).
5. **Letter of Intent:** Preliminary approval to offer the Nova Scotia program is granted through a letter of intent and provided to the applicant. Final approval is dependent upon a successful site visit to confirm preparedness to offer the Nova Scotia program.
6. **Site Visit:** A site visit will be conducted by Department staff to confirm the application information and verify readiness to offer a Nova Scotia program. The timing of the site visit will be mutually agreed upon by the Department and the school owner/program operator but will be in advance of the program commencement. The cost of the site visit will be paid upfront and will be at the expense of the applicant. During the site visit, Department staff will also meet with the local education authority. It is expected that a principal to oversee the Nova Scotia program will be in place, and will be available to meet with the site inspection team.

The site visit will consider preparedness in the following areas:

- facilities to support implementation of the Nova Scotia program
 - classrooms (number, size, capacity)
 - access to technology (students and teachers), including computers with an English operating system and internet access
 - science labs, library with English resources, gymnasium, drama room
 - dedicated space for administration, teachers, guidance
 - non-academic facilities (study areas, common areas, playground, sports field)
 - overall capacity
- principal's knowledge and understanding of the Nova Scotia *Public School Program*
- there are adequate resources to support curriculum and program implementation, or there is evidence that they will be in place for student intake (textbooks,

software, teacher resources, computers, printers, photocopiers, internet, science lab equipment)

- budget and procurement process for consumables has been established (such as paper, toner for printers)
- student recruitment is underway and indications suggest that projected enrollment numbers will be realized
- student admissions process is being followed
- teacher recruitment is underway and provisions have been made for work visas, health insurance, accommodations (if applicable); there is evidence that adequate staffing will be in place
- orientation for new teachers has been developed and a professional development plan for the upcoming year is in place.

7. **Site Visit Report:** Upon completion of the site visit, a report will be provided to the applicant. If the Department is satisfied that the site visit was successful, a recommendation will be made to senior management to proceed with entering into an agreement.

8. **Agreement:** The Department regulates the approval and delivery of the Nova Scotia program through an agreement with a school owner/program operator. It is a requirement that the entity with whom the Department enters the agreement is incorporated in Canada, and that it has the right to operate in the country in which the school is located. The agreement outlines the terms and conditions and the obligations of the signatories for the delivery of the Nova Scotia program. The school owner/program operator is not permitted to subcontract any of its duties, responsibilities, or obligations. The school owner/program operator must continuously demonstrate that all requirements and contractual obligations are being met (see page 26 **Sample Contract**).

Annual Inspection

The annual inspection is an important accountability process providing assurance to the Department that the requirements and expectations for the provision of the Nova Scotia program are being met and that the school owner/program operator is adhering to the agreement. The annual inspection process collects evidence to demonstrate the following expectations have been met:

- appropriate supports, resources and systems are in place for the effective delivery of the Nova Scotia program;
- a rich and robust learning environment exists for students and teaching staff, adhering to Nova Scotia *Public School Program*;
- adherence to all program requirements as outlined by the Department; and
- engagement in continuous improvement.

The annual inspection takes place at the same time each year. During the first year of operation, schools are subject to a site visit prior to commencement of the Nova Scotia program, as well as the annual inspection.

The inspection process may be viewed as a cycle of continuous improvement and provides a means by which to address the validity, delivery and implementation of the Nova Scotia program. Inspections provide information to assist in making improvements in identified areas. The inspection also provides an opportunity to demonstrate alignment with the Nova Scotia *Public School Program* and adherence to the requirements for the delivery of the Nova Scotia program.

Specific areas for inspection include:

- Organizational Structure and Nova Scotia Program Management
- Program Delivery and Student Assessment
- Teaching and Administrative Staff

The inspection is carried out by inspectors appointed by the Department and all findings are shared with the school, the school owner/program operator and Department staff. The Department provides a written report to the school owner/program operator, identifying successful practices, suggestions for continuous improvement and any recommendations for remediation. A copy of the inspection report may be published on the Department website.

In response to the inspection report, the school owner/program operator is responsible to oversee and ensure an action plan for implementation is developed to address any recommendations for remediation identified during the inspection. The timeline to act upon

recommendations will be within the school year that the inspection takes place. The school owner/program operator may delegate responsibilities related to the action plan but remains accountable to the Department for the implementation of the plan to address the recommendations. The action plan is the basis for ongoing follow-up and continuous improvement.

The school owner/program operator must demonstrate evidence of actions taken to address findings, deficiencies and recommendations identified during the inspection process. At the discretion of the Department, and at the expense of the school owner/program operator, an additional inspection may be required during the same school year to demonstrate evidence of remedial action and progress towards improvement. The Department may revoke approval and terminate the agreement to offer the Nova Scotia program at any time if after repeated inspections there is little or no evidence to support a commitment to improvement or remediation of identified deficiencies.

In the event that approval to offer the Nova Scotia program is revoked, the agreement will be terminated. The school owner/program operator will be advised that no further intake of students will be permitted and the Department will work with the school owner/program operator in the implementation of an exit plan.

Annual Reporting

The school owner/program operator must report to the Department by September 30th of each year and submit the following (see page 37 **Annual Reporting**):

- evidence that there is approval from the local authority to offer the Nova Scotia program
- copy of marketing and promotional materials referencing the Nova Scotia program or the Nova Scotia Department of Education and Early Childhood Development
- update on the school's Action Plan addressing the recommendations of the annual inspection from the previous school year
- update on any items or matters that impact or affect the delivery of the Nova Scotia program (may include management changes, staffing changes, plan for growth, student enrollments, new grades, course offerings, student support services, facilities, student recruitment plan, teacher recruitment and retention plan)

Administration Fees

all fees are in Canadian dollars

Application Fee for New Programs	\$5,000 (non-refundable)
Initial Site Visit Fee	Pre-paid flight, accommodations plus expenses for inspectors
Annual Inspection Fee	\$4,000 (plus expenses for inspectors)
Annual Administration Fee	<p>Senior High (grades 10-12) \$500/per student (minimum fee: \$25,000)</p> <p>Elementary and Junior High (grades P-9) \$250/per student (minimum fee: \$10,000)</p>
Nova Scotia Examination Fee	\$50 per student per examination
Student Transcripts	\$50 per transcript (first 5 provided free of charge)
PowerSchool - Student Information System	<p>Initial Set-Up (year 1): \$10,000</p> <p>Annual maintenance, licensing fee and support costs (subsequent years): \$3,900.00</p>

Fee Payment Process

The Department will invoice the school owner/program operator quarterly and payment is due in full within thirty (30) days. The annual administration fee is based on student numbers for each program from student enrollment numbers taken from PowerSchool on October 1. All fees are non-refundable.

Roles and Responsibilities

The following section outlines the roles and responsibilities for the implementation and delivery of the Nova Scotia program.

Department of Education and Early Childhood Development

In addition to establishing the requirements and developing policy to support the delivery of the Nova Scotia program, the Department will:

- provide approval to the school owner/program operator to use the *Public School Program*
- provide curriculum documents to support the delivery of the Nova Scotia program
- clearly communicate requirements and expectations for the delivery of the Nova Scotia program to the school owner/program operator
- set education expectations, and provide updates to curriculum and changes to the *Public School Program*
- develop provincial assessments and examinations for students and evaluate those assessments and examinations as appropriate
- issue a high school graduation diploma to students who have successfully met the Nova Scotia high school graduation requirements
- keep student records and issue transcripts
- provide certification for eligible teachers through the Office of Teacher Certification <http://certification.ednet.ns.ca/>
- carry out regular school inspections, provide a copy of the inspection report and, follow-up on recommendations

School Owner and/or Program Operator

The school owner/program operator is responsible for ensuring that the Nova Scotia program is implemented in accordance with the agreement. The school owner/program operator must continuously demonstrate that all requirements and contractual obligations are being met.

The school owner/program operator will:

- ensure that the entity with whom the Department enters the agreement is incorporated in Canada and has the right to operate in the country in which the school is located
- ensure the expectations for the delivery of the Nova Scotia program are being met
- provide the financial management and administration of the Nova Scotia program, including the payment of all applicable fees to the Department
- ensure the school administration, if applicable, supports and works collaboratively with the staff of the Nova Scotia program
- ensure policies and procedures are in place regarding student admissions, code of

conduct, parental concerns and dispute resolution

- market and promote the Nova Scotia program and recruit students
- implement a process to ensure students enrolled in the Nova Scotia program have a level of English language proficiency to meet the curriculum outcomes and that students studying in the program have access to English language development supports as required
- comply with all applicable laws, bylaws and regulations in which the school operates
- recruit, hire and compensate principals and teachers
- provide professional development for teachers and principals
- work with the principal and teachers, as required, to assist the Department in investigating complaints and resolving issues
- ensure there is a process in place for ongoing communication with students, parents, and staff in the Nova Scotia program
- support and facilitate the Department's inspections of the program
- ensure an action plan is developed and implemented to address recommendations identified during the inspection
- submit an annual report

Principal

The school owner/program operator must employ a qualified, full-time, on-site principal with previous administrative experience, preferably with the Nova Scotia *Public School Program*, to administer and oversee the Nova Scotia program. The selection process of a principal for the Nova Scotia program should be carried out in consultation with the Department. In smaller programs, it may be possible to hire a teaching principal but teaching responsibilities should be limited and reflective of administrative duties.

The principal must:

- be fluent in English
- hold a valid Nova Scotia Teachers Certificate
- have experience working at a principal or vice-principal level and have a minimum of three years teaching experience.

The principal should have a comprehensive understanding of the Nova Scotia *Public School Program (PSP)*, the credit system and graduation requirements for high school programs.

The principal is the educational and instructional leader of the program and will oversee the implementation of the Nova Scotia program in order to maximize student learning experiences.

The principal is responsible for:

- overseeing the implementation of the *Public School Program (PSP)* and ensuring the educational programs offered meet PSP requirements
- providing administration and supervision of the program including the curriculum taught
- overseeing, scheduling and supervising the course offerings for students
- student admission to the program, including decisions regarding the admission process, entrance assessment and student placement
- selection of teaching staff and establishing teaching assignments
- establishing student evaluation and assessment processes, and reporting to parents
- supervising and evaluating the work of teachers
- organizing and providing professional development for teachers
- maintaining complete and accurate student records
- overseeing the implementation of the student information system, PowerSchool
- using appropriate communication tools and current technologies
- implementing a code of conduct
- participating in dispute resolution and student/parental concern processes
- taking reasonable steps to secure full and regular student attendance

Hiring a vice principal(s) to assist the principal in performing administrative duties is permitted however the principal is ultimately responsible for the duties and responsibilities outlined above.

Teacher

The school owner/program operator must employ qualified teachers, fluent in English, to teach in the Nova Scotia program. The school owner/program operator will recruit and employ teachers who hold a valid Nova Scotia Teachers Certificate while teaching in the Nova Scotia program.

Teachers are expected to:

- implement programs and courses as prescribed by the NS *Public School Program*
- teach diligently the assigned subjects and courses of study
- provide competent instruction in a manner that encourages and fosters learning
- encourage students in the pursuit of learning
- review regularly with students their learning expectations and progress

- regularly administer assessments to evaluate students and document their progress in relation to the learning outcomes
- report student progress to students and parents
- use PowerTeacher Gradebook or PowerTeacher Pro to record student achievement and keep accurate academic records
- administer Nova Scotia assessments and examinations as required by the Department
- monitor the effectiveness of teaching strategies by analyzing outcomes achieved
- create and maintain an orderly learning environment
- maintain an attitude of concern for the dignity and welfare of each student and encourage in each student an attitude of concern for the dignity and welfare of others
- keep accurate attendance records and report absent students to the principal

Employment of Principals and Teachers

The school owner/program operator is responsible for the recruitment, hiring and compensation of a Nova Scotia certified principal and teachers, and must adhere to all relevant local employment laws and must ensure its employees have appropriate work permits and visas.

Employment Contracts

Employment contracts are between the principal/teachers and the school owner/program operator. Employment contracts should clearly outline the terms of employment, including the following information (as applicable):

- duties and responsibilities
- teaching/administration assignment
- hours of work
- length of the school day and school year, including key dates, events and special functions
- salary and benefits, including health insurance
- other employment terms and conditions that may be relevant (e.g. applicable visa/work permit requirement, contract renewal/termination process, overtime, bonuses, travel and accommodation arrangements provided)

Nova Scotia Teacher Certification

Principals/teachers in the Nova Scotia program must be certified by the province of Nova Scotia. A principal/teacher who is not certified in Nova Scotia must meet the academic and professional requirements to become a Nova Scotia Certified Teacher, as assessed by the Office of Teacher

Certification at the Department of Education and Early Childhood Development. Principals/teachers who are not certified in Nova Scotia must obtain Nova Scotia certification and should submit a complete application to the Office of Teacher Certification at the time of hire. A principal/teacher must become Nova Scotia certified to continue to work in the program beyond one school year. Any offer of employment made to a principal/teacher should be contingent upon the applicant gaining Nova Scotia certification.

Principals/teachers who do not have Nova Scotia certification should apply for certification directly to the Office of Teacher Certification. More information on Nova Scotia Teacher Certification may be found at <http://certification.ednet.ns.ca>.

Management and Operational Requirements

Local Approval and Health & Safety

The school owner/program operator must ensure there is a record of local government approval to operate the Nova Scotia program in the school. The school owner/program operator must ensure that the school operations, as well as facilities, grounds and equipment meet local health and safety standards. Schools where the Nova Scotia program is offered must comply with all applicable laws, bylaws and regulations in which the school operates, and all applicable public health, safety and building standards and requirements.

Management Structure

The school owner/program operator is expected to have a clearly articulated management structure where roles and responsibilities of the school owner/program operator, principal, teachers, and administrative staff of the school (where applicable) are well-defined, communicated and clearly understood by all parties.

Communication

The school owner/program operator is expected to have clear and formalized processes for sharing information and engaging students, parents and staff on an ongoing basis. The school owner/program operator must ensure that students, parents and staff are provided with information regarding school policies and procedures.

The school owner/program operator must be able to demonstrate how feedback from students, parents and staff is gathered and supports the continual improvement of the implementation of

the Nova Scotia program.

Dispute Resolution and Parent Concerns

The school owner/program operator must develop and implement a formal process for resolving disputes. It is the Department's expectation that the dispute resolution process is the primary mechanism for resolving disputes between principals, teachers and/or the school owner/program operator, as applicable. In addition, there must be a formal process to address student and parent concerns.

The Department may investigate or act on any complaint or information regarding an approved Nova Scotia program. The school owner/program operator is expected to respond to requests from the Department concerning complaints in a reasonable and timely manner. The Department may discuss the complaint and share information with education authorities in other Canadian jurisdictions. The Department may investigate a complaint to determine whether the school owner/program operator is complying with the agreement and the Nova Scotia program requirements.

Information Technology

The school owner/program operator is required to have reliable internet connectivity and sufficient computer hardware, software and printer capabilities to support student learning, and to ensure the efficient transfer and printing of items such as student registration data, report cards and credit checks.

The operating system and software in all technologies used to support the Nova Scotia program must be in English.

PowerSchool

The student information system PowerSchool must be used to support the Nova Scotia program. PowerSchool relies upon uninterrupted access to the internet for the continuous transfer of data between the school and the network in Nova Scotia. The school owner/program operator must ensure that internet connectivity at the school is reliable and sufficient to use PowerSchool for the management of student data.

Educational Requirements

Student Admission

Students must have a sufficient level of English language proficiency to be successful in the Nova Scotia program. Additional provisions and courses may need to be offered to support students to develop their English language skills.

The school owner/program operator must ensure there is a clearly defined admission policy and process in place for admitting students directly into high school courses. The most successful examples involve a collaborative approach with the school owner/program operator, the leadership team of the school (if applicable), and the principal of the Nova Scotia program working together to ensure the students admitted will be successful.

Student Placement and Recognition of Prior Learning

Students transferring into the Nova Scotia program must provide their previous student records so that a determination can be made about an appropriate placement. The principal's recommendation regarding placement should be forwarded to the Department.

Students who are requesting their prior learning be recognized towards meeting Nova Scotia graduation requirements, must provide official transcript(s) from their former school(s), translated into English if necessary, to determine if any courses can be transferred for credit towards the Nova Scotia high school diploma. A copy of the transcripts, along with a recommendation from the principal as to what credits should be considered for transfer, should be forwarded to the Department.

Student Records

Student records must be established and maintained at the school. The principal of the Nova Scotia program will ensure that student records and reports are secure, accurate and current. Student records must be managed in a consistent, efficient and effective manner. Records for students who have graduated, or who have withdrawn from the Nova Scotia program, should be maintained with the same level of security as the records of students currently registered in the program. Anyone with access to student records shall comply with the privacy policies of Nova Scotia.

Student Registration

The school owner/program operator shall ensure that the Department is informed of all updates and new students by September 30th. No new high school students will be registered after September 30th, except with permission from the Department.

When a student leaves the Nova Scotia program during the school year the Department should be notified immediately.

Nova Scotia Public School Program and Curriculum

Students enrolled in the Nova Scotia program must follow the program of study and course descriptions provided in the *Public School Program*. Nova Scotia's primary to grade 12 curriculum is outlined in the *Public School Program*, and the curriculum documents and Learning Outcomes Framework documents outline what students are expected to learn and do in all subjects and grades.

Students in grades primary - 9 will receive a minimum of 975 hours of instruction per year at each grade. Students in grades 10-12 will have courses scheduled that provide a minimum of 110 hours of instructional time per credit.

Nova Scotia Authorized Learning Resources (ALR)

The school owner/program operator is expected to purchase authorized learning resources to support the delivery of the Nova Scotia program. The Department provides a list of authorized resources to support the delivery of courses in the Nova Scotia program. These resources may be purchased from the Nova Scotia School Book Bureau. Authorized resources can be viewed at: https://edapps.ednet.ns.ca/nssbb/advanced_search_alr.asp.

Information and Communication Technology

The school owner/program operator must ensure students and teachers have access to a wide range of information and communication technology resources to strengthen and support the implementation of the Nova Scotia program. Students are expected to use and apply technology to collaborate, communicate, create, innovate, and solve problems. Students should have opportunities to use technology to support daily learning to obtain and synthesize information and data, complete assignments and for research, projects, presentations, and to create media. Teachers should integrate technology to support, extend and enhance learning. Teachers must

be able to access the internet for resources, daily planning and to manage student data. The Nova Scotia program must have sufficient resources and internet connectivity to support the achievement of learning outcomes and technological fluency.

Nova Scotia Provincial Assessments and Examinations

Nova Scotia has provincial assessments that are administered annually to students in grades 3, 4, 6, and 8. The results from these assessments provides reliable and accurate data about student performance in mathematics and literacy.

Nova Scotia Examinations (NSEs) are administered to students in English 10 and Mathematics 10. NSEs are designed to evaluate student achievement in relation to curriculum outcomes, and contribute to the students' final grades in these courses.

Assessment and Evaluation of Student Learning

Assessment and evaluation are essential components of teaching and learning that together provide a basis for helping students reach high levels of achievement. Teaching and learning are linked processes in continuous classroom assessment. Assessment practices must be fair and equitable to all students. To promote fairness, *Principles for Fair Student Assessment Practices for Education in Canada* serves as a foundational document:

www.bced.gov.bc.ca/classroom_assessment/fairstudent.pdf

Sound assessment practice informs teacher lesson planning and instruction, identifies student learning needs, and engages students in the assessment process. Student progress and achievement are measured over time involving numerous assessments. Students should be provided with multiple opportunities to demonstrate progress toward achievement of the outcomes. Evaluation of student progress should not be based on any one single assessment event, nor should it be based on one, or a few, heavily weighted assessments.

Report Cards

Report cards are produced using PowerSchool, the required student information system of the Department. Report cards are sent home four times per year in high school and three times per year in elementary and junior high school.

Requirements for Graduation

A high school graduation diploma issued by the Nova Scotia Department of Education and Early Childhood Development is awarded to students who successfully meet the graduation requirements as described below. Students should be supported to select courses that meet the entry requirements for post-secondary education, or choice of employment, and help them develop personal interests and skills. To earn credit for a course, students are expected to demonstrate achievement of the outcomes at an acceptable level of proficiency. Credit is earned for a grade of 50% or greater. Students require a minimum of 18 credits to graduate. Students may take longer than the expected 3 years in high school to meet the graduation requirements.

It is recommended that schedules allow students to complete more than the minimum 18 credits. Schedules should be designed to meet student needs, interests, and abilities. No more than seven of the 18 credits may be for grade 10 courses, and at least five must be for grade 12 courses.

The following are compulsory credits for graduation:

Language, Communication, and Expression

- 3 English language arts, one at each grade level
- 1 arts: dance, drama, music, or visual arts

Science, Mathematics, and Technology

- 3 mathematics, one at each grade level¹
- 2 science: one Science 10, biology, chemistry, physics, or other approved science course
- 2 others from mathematics, science, and/or technology: eligible courses can be found in the *Public School Program (PSP)* within the categories of Mathematics; Sciences; Skilled Trades; Technology Education; and Technology Integration and ICT Courses

Personal Development and Society

- 1 Physical Education: eligible credits include Physical Education 10, Physical Education 11, Dance 11, Fitness Leadership 11, Physically Active Living 11, Yoga 11, Physical Education 12, and Physical Education Leadership 12
- 1 Canadian History: African Canadian Studies 11; Canadian History 11; Gaelic Studies 11;

¹ Mathematics 10 is a 2-credit course that meets the level 10 mathematics credit requirement and may also count as one of the '2 others from mathematics, science and/or technology'; a level 12 math course meets both the level 12 mathematics requirement and may also count as one of the '2 others from mathematics, science and/or technology'

and Mi'kmaq Studies 10

- 1 global studies 12: Global Geography, Advanced Global Geography, Global History, Advanced Global History, Global Politics, and Advanced Global Politics

Within the 18 course requirements for a graduation diploma, in most cases, no student may receive credit for two courses in the same specific subject area at the same grade level. There are a few exceptions that include Co-op courses and English Language Arts with a Canadian Literature course. The *Public School Program* outlines all additional information on courses and programs.

Transcripts

A transcript is a record of completed courses, withdrawn courses, and courses accepted as transfer credits. Official transcripts are produced by the Department. An 'In-Progress Transcript Report' will be issued at the end of the 1st semester of grade 12 in order to satisfy post-secondary admission requirements. Final transcripts are submitted to post-secondary institutions at the end of second semester for grade 12 students.

Graduate Destination Data

One of the goals of the Nova Scotia international programs is to encourage graduates to consider Nova Scotia post-secondary opportunities and therefore it is important to track graduate destination data. The school owner/program operator is expected to provide graduate destination data to the Department each year.

NOVA SCOTIA INTERNATIONAL PROGRAMS

Expression of Interest

The Department regulates the approval and delivery of the Nova Scotia program through an agreement with a company incorporated in Canada. The agreement outlines the terms and conditions and the obligations of the signatories for the delivery of the Nova Scotia program.

The expression of interest is the first step in the approval process to offer the Nova Scotia program. Before beginning this process, review the Nova Scotia International Programs Operations and Procedures Manual, including the sample agreement. The expression of interest provides preliminary information about the proposal.

Submit the expression of interest to the Department of Education and Early Childhood Development at internationalprograms@novascotia.ca. Include the following:

1. Full legal name of school owner and/or program operator – if there is both a school owner and program operator, describe the roles and responsibilities of each
2. Provide a brief overview of the school owner and/or program operator
 - education
 - work/business history
 - experience in education or partnerships in education
 - relevant credentials, memberships, and affiliations
3. Provide information about any investors, partners or third parties attached to the Expression of Interest to offer a Nova Scotia program
4. Company with which the province would enter into the agreement for approval to offer a Nova Scotia program
5. Links or associations the school owner/program operator currently has with the province of Nova Scotia, the Department of Education and Early Childhood Development, Nova Scotia regional centres for education (formerly school boards) or Nova Scotia post-secondary institutions
6. Reason the school owner/program operator is seeking to offer a Nova Scotia program
7. Indicate, and provide details, if the school owner/program operator has recently applied, is in the process of applying or is currently approved/certified to offer a program with any other jurisdiction
8. Name, address and website of the school
9. Describe the school management structure, facilities, student enrollment, grades offered, curriculum offered

10. Describe the plan for implementation of the Nova Scotia program and include
 - anticipated student enrollment and grades offered
 - anticipated number of Nova Scotia certified teachers
 - anticipated start-up date
11. Indicate if there is currently a travel advisory issued by Global Affairs Canada for the country in which the school is located
12. Indicate if there is a Canadian Embassy in the country in which the school is located
13. Any other relevant information



NOVA SCOTIA INTERNATIONAL PROGRAMS Application

Date Application Received:

*Office use only***School Information**

School Name China-Hong Kong English School	
Mailing Address 14 Wuguishan Scenic Route	
Civic Address (if different from above)	
City Zhongshan	Country China
Phone 86-760-23378780	Fax
School Email Address	School Website http://chkschool.com
Is this a publicly funded or a privately-owned school? Private	

Owner of School (if privately owned)

Name of Organization/Proprietor that owns and operates the school Dr. Jonathon Choi Kwok-Chan	
Address	
City Zhongshan	Country China
Phone 86-760-23378780	Fax
Website	Email Address 731931172@qq.com
Summary of investors and shareholder descriptions	
Are there any civil or criminal convictions against, or any ongoing legal proceedings or police investigations involving, the organization/proprietor that has ownership of the school? If yes, provide details. no	
Professional references (at least two, provide names and contact information)	
Authorized Representative	
Is the person named above able to communicate in English? yes	

Program Operator (if applicable)

Name of Program Operator	
Address	
City	Country
Phone	Fax
Website	Email Address

Summary of Program Operator (ownership, personal profiles and qualifications, investors, shareholder descriptions)
Are there any civil or criminal convictions against, or any ongoing legal proceedings or police investigations involving, the Program Operator or its representatives? If yes, provide details.
Professional references (<i>at least two; provide names and contact information</i>)
Authorized Representative
Detailed description of services provided by the Program Operator

Educational Authority

List the local, regional and/or national government bodies that have oversight for education in the jurisdiction in which the school is located. Provide the names, titles and contact information of representatives for each of these. Linear reporting system - China-Hong Kong English School
Describe the authority held by each level of government has over the school and its educational programs and facilities.
Describe the process and requirements for local approval to offer the Nova Scotia program.
Will students registered in the Nova Scotia program be required by any level of government to take courses or programs, in addition to the courses offered as part of the Nova Scotia program? If so, provide details.

History and Demographics

Is the school currently in operation? yes/no yes
<i>If yes to the above, complete the following:</i>
In operation since (month/year) 08/1994
Briefly describe the school's history
Principal name and contact information (telephone and email address)
Is the person named above able to communicate in English? yes
Is it intended that the person named above will be the principal of the Nova Scotia program? no
Total student enrolment for previous 2 years 20__ : 20__ :
Current enrolment for each grade Pr: 1: 2: 3: 4: 5: 6: 7: 8: 9: 10: 11: 12:
Number of teachers
Is it intended that all students currently registered at the school will be enrolled in the Nova Scotia program? If not, provide details.
What program of study do students currently take?
What type of graduation/leaving certificate do students earn?

Are students currently taught in English or do they receive English language instruction? Provide details.
Is the school currently accredited or certified by any external government or organization? If yes, provide details.
Has the school ever been refused accreditation/certification by another organization or jurisdiction, or had accreditation/certification revoked by another organization or jurisdiction? If yes, provide details.

All applicants to complete the remainder of the application.

Mission, Philosophy and Goals

Describe the school’s educational philosophy and goals.
Why does the school want to offer the Nova Scotia program?

Governance and Organizational Structure

Describe the school governance structure.
Provide the school organizational chart. Outline roles, responsibilities and accountabilities.
Describe the role that the school owner/program operator will have in the management of the Nova Scotia program (if applicable).
Describe the role that the existing school administration will have in the management of the Nova Scotia program (if applicable).

Facilities, Infrastructure and Location

Describe the school’s facilities as they apply to the Nova Scotia program and provide photographs. Include the following: <ul style="list-style-type: none"> - classrooms (number, size, capacity) - access to technology (students and teachers), including computers with an English operating system and internet access - science labs, library with English resources, gymnasium, drama room - dedicated space for administration, teachers, guidance - non-academic facilities (study areas, common areas, playground, sports field) - overall capacity
Describe the school location. What makes this a desirable place for teachers to live and work?
Will teacher accommodations be provided? If so, please describe.

Staffing Recruitment and Retention

How will the principal of the Nova Scotia program be recruited?
How will teachers eligible for Nova Scotia certification be recruited?
What orientation will be provided for new staff? Who will do this?
How will teacher professional development be supported?
Describe the staffing retention plan. Include any incentives offered.

Describe the contingency plan for addressing staffing issues that may arise due to illness/injury, resignations or terminations.

Implementation of the Nova Scotia Program

What is the proposed start date for the Nova Scotia program?
Has the school recently applied, or is it currently in the process of applying, to offer any other program or to become certified/accredited by any other organization or jurisdiction? If yes, please describe.
Will students take any other program(s) of study concurrent to the Nova Scotia program?
What is the academic calendar and structure?
What grades will be offered and what is the implementation plan for the Nova Scotia program?
How will students be recruited? Is there a student recruitment plan?
What is the projected enrolment for the Nova Scotia program for the first three years? Projected enrolment for each grade level in year 1: Pr: 1: 2: 3: 4: 5: 6: 7: 8: 9: 10: 11: 12:
Projected enrolment for each grade level in year 2: Pr: 1: 2: 3: 4: 5: 6: 7: 8: 9: 10: 11: 12:
Projected enrolment for each grade level in year 3: Pr: 1: 2: 3: 4: 5: 6: 7: 8: 9: 10: 11: 12:
How will students experiencing academic difficulties be supported?
If applicable, how will students be supported in the ongoing development of their English language skills?
What is the plan for the purchase and renewal of Information and Communication Technology (ICT)?
How will the use of ICT be integrated and advanced to support student learning?
Describe the process for student admission into the Nova Scotia program.
What tuition fees will be charged to students taking the Nova Scotia program? How often will these be reviewed? How are tuition fees determined and approved?
Will any additional fees be charged to students? If yes, provide details.
Describe the proposed exit plan should the Nova Scotia program cease to be offered.

Additional Documentation and Requirements to support the application²

- **Market study carried out by a recognized consulting company to include:**
 - a market overview
 - a competitive analysis
 - a marketing strategy
- **3-year financial plan**
- **The school and/or owner/operator carries liability insurance**
- **Sample teacher contract, compensation package and salary grid**
- **Letter from Education Authority**

The applicant is required to submit a letter from the education authority that has jurisdiction for the school to the Nova Scotia Department of Education & Early Childhood Development acknowledging that:

 - the school will offer the Nova Scotia program
 - the school will use the Nova Scotia curriculum and resources from the Nova Scotia Authorized Learning Resources list (ALR)
 - the program will be taught in English
 - teachers will be certified in Nova Scotia
 - the Nova Scotia program will be administered by a qualified principal certified in Nova Scotia
 - the school will be inspected annually by the Nova Scotia Department of Education & Early Childhood Development
- **Application fee**

I certify that the information in this application is correct and complete.

Owner/operator

Name

Signature

Date

Please send **one original** and **one electronic version** of the application and attachments to:

International Programs

Nova Scotia Department of Education & Early Childhood Development

P.O. Box 578

Halifax, Nova Scotia

Canada

B3J 2S9

INTL_PROGRAMS@novascotia.ca

² Applications will not be considered until all supporting documentation is received

NOVA SCOTIA INTERNATIONAL PROGRAMS

Sample Contract

NOVA SCOTIA INTERNATIONAL PROGRAMS

AGREEMENT FOR THE DELIVERY OF THE NOVA SCOTIA PUBLIC SCHOOL PROGRAM

THIS AGREEMENT made the <day> of <month>, <year> (the "Execution Date")

BETWEEN:

HER MAJESTY THE QUEEN in Right of the Province of Nova Scotia, as represented by the Minister of the Department of Education and Early Childhood Development (the "Department")

OF THE FIRST PART

AND:

Owner/Operator/Management Company, incorporated under the laws of Canada (the "Company")

OF THE SECOND PART

WHEREAS the Company is a Canadian Company that has a right to operate in the [Country]

WHEREAS the Company, [owns or operates <School Name>, or is in partnership or has an agreement with <School Name(s)> for the purpose of delivering the Nova Scotia Program to Students in grades <X X> at <School Name>;

WHEREAS the Company has requested approval from the Department to permit the Company to offer the Nova Scotia Program to Students in grades <X-X> at <School Name> and has met The Department's requirements to offer the Nova Scotia Program to Students at <School Name>;

WHEREAS the Company is entering into this Agreement and acknowledges that the obligations in this Agreement bind the Company under this Agreement.

WHEREAS under the authority of Order in Council #, the Department is prepared to enter into this Agreement to provide the Nova Scotia Program to the Company and authorize its use under the terms and conditions in this Agreement and for an administration fee;

WHEREAS if the Company continues to meet the Department's requirements, the Department may, at its discretion, renew this Agreement and the Company may continue to offer the Nova Scotia Program under the terms and conditions of this Agreement as amended from time to time;

NOW THEREFORE, in consideration of the agreements and exchange of promises contained in this

Agreement, the parties agree as follows:

Definitions

1 In this Agreement,

"Learning Outcomes" means the curriculum outcome statements as described in the Nova Scotia curriculum documents and learning outcomes framework documents;

"Nova Scotia Certified Teacher" means a Teacher who holds a valid teacher's certificate issued by the Nova Scotia Department of Education and Early Childhood Development;

"Nova Scotia Program" means the courses and programs as described in the *Nova Scotia Public School Program* and offered in accordance with the Nova Scotia International Program Operations and Procedures Manual;

"Principal" means the Teacher responsible for administering and supervising the Nova Scotia Program;

"PowerSchool" means the Nova Scotia student information system for the management of Student data;

"School" means <School Name>, located in <city>, <province/state>, <country>;

"School Year" means the period of time in a year in <the Country> in which Students usually complete a grade level;

"Student" means a person enrolled in the Nova Scotia Program at the School;

"Teacher" means a Nova Scotia Certified Teacher (inclusive of the principal) or a Teacher Eligible for Nova Scotia Teacher Certification;

"Teacher Eligible for Nova Scotia Teacher Certification" means an individual who, in the assessment of the Office of Teacher Certification at the Department of Education and Early Childhood Development, meets the academic and professional requirements to become a Nova Scotia Certified Teacher.

Term

- 2 (1) Subject to Article 2(2), the Term of this Agreement shall commence on the Execution Date, and extend until July 31st of the following year, unless earlier terminated pursuant to this Agreement.
- (2) The Term may be renewed at the Department's sole discretion to a maximum of five years from the Execution Date.

Provision of Nova Scotia Program – Provincial Commitments

- 3** **(1)** The Department authorizes the use of the Nova Scotia Program by the Company, in accordance with the terms and conditions of this Agreement, for the purpose of offering the Nova Scotia Program to Students enrolled in grades <X-X> at the School.
- (2)** The Department will provide the Company with appropriate curriculum documents to support the delivery of the Nova Scotia Program.
- (3)** The Department will permit the Company to purchase textbooks and resources from the Nova Scotia School Book Bureau and help facilitate such purchases.
- (4)** The Department will provide the Company with Nova Scotia Provincial assessments and examinations that shall be administered to Students.
- (5)** The Department will provide a Nova Scotia High School Graduation Diploma to eligible Students of the School who have met Nova Scotia High School graduation requirements as outlined in the Nova Scotia Public School Program and as determined by the Province.
- (6)** The Department will provide the Company with any revisions to the Nova Scotia Program and graduation requirements as applicable.
- (7)** For the term of this Agreement the Department may assist the Company in providing official documentation within its mandate and related to the administration of the Nova Scotia Program as required by authorities in the jurisdiction in which the School operates.

Provision of the Nova Scotia Program – Company Obligations

- 4** **(1)** The Company is responsible for the provision of the Nova Scotia Program to Students at the School.
- (2)** The Company will inform the Department of any matter affecting the operation of the Nova Scotia Program at the School.
- (3)** The Company agrees that the language of instruction for the Nova Scotia Program is English.
- (4)** The Company will use textbooks and other resources from the list of authorized learning resources as determined by the Province for the delivery of the Nova Scotia Program in the School.
- (5)** The Company will establish and maintain processes to ensure that the Students enrolled in the Nova Scotia Program have a sufficient level of English language proficiency to meet the Learning Outcomes.

- (6) The Company will ensure the use of PowerSchool in the Nova Scotia Program in the School according to the procedures as established by the Department.

Teachers and Principals

- 5 (1) The Department will assist the Company in the recruitment of Teachers and the Principal. This assistance will be limited to providing advice respecting advertising and recruiting programs and assistance with screening of applicants.
- (2) The Department will, where necessary, provide additional assistance in order to provide authentication of credentials and, without limiting the generality of the foregoing, such assistance is contemplated in the context of acquiring work visas and recognition of professional qualifications.
- (3) The Department may provide professional development opportunities for the Teachers employed by the Company, requested or agreed upon by the Company, and all related expenses are the responsibility of the Company.
- (4) The Company and/or School is the sole employer of the Teachers and the Principals and the Company is solely responsible for the hiring, screening, selection and supervision of Teachers and Principals, and for conducting criminal record checks and other appropriate background checks to ensure the good character and fitness of the Teachers and Principals for the protection of all members of the School community, including Students, Teachers and other staff.
- (5) The Company will recruit, screen and hire Nova Scotia Certified Teachers and the Company will conduct criminal record checks and other appropriate background checks to ensure good character and fitness of the Teachers and Principal, for the protection of all members of the School community, including Students, Teachers and other staff.
- (6) The Company may hire a Teacher Eligible for Nova Scotia Teacher Certification for one School Year but may only continue to employ the Teacher to teach the Nova Scotia Program beyond the initial school year if the Teacher becomes a Nova Scotia Certified Teacher.
- (7) The Company will conduct criminal record checks and other appropriate background checks to ensure good character and fitness of the Teachers and Principal, for the protection of all members of the School community, including Students, Teachers and other staff.
- (8) The Company is responsible for all aspects of the employment contracts with Teachers and the Principal including instituting policies and taking steps for the protection of all members of the School community, including the Students, Teachers, and other staff. The Company is responsible for adhering to the local employment laws and ensuring its employees have appropriate work permits and visas.

- (9) The Company will notify the Department if the Company suspends, discharges, refuses to employ or terminates the employment of a Nova Scotia Certified Teacher; or a Nova Scotia Certified Teacher retires or resigns from employment with the Company as a result of conduct that may relate to the suitability to hold Nova Scotia teacher certification.
- (10) The Company will hire a Principal who shall have responsibility for delivering the Nova Scotia Program in the School.
- (11) The Company will ensure that the Principal has training and experience in School administration and is knowledgeable of the Nova Scotia Public School Program.
- (12) The Company will provide professional development opportunities in curriculum initiatives by Nova Scotia trained officials, the reasonable expenses for which will be borne by the Company.
- (13) The Company will ensure the availability of the required facilities, program materials and administrative support required by Teachers and the Principal to carry out their responsibilities.

Inspection

- 6 (1) The Department will arrange for a minimum of one inspection of the Nova Scotia Program per School per School Year.
- (2) The inspection will include all aspects of the delivery of the Nova Scotia Program including, but not limited to, the management structure and policies, program implementation and curriculum delivery, and facilities to support the Nova Scotia Program.
- (3) The Department will arrange for two persons to inspect the Nova Scotia Program at a School to determine whether the delivery of the Nova Scotia program meets the Department's requirements.
- (4) The Department will provide the Company with a written inspection report, including a list of recommendations. In the event of non-compliance with one of the Department's requirements, the inspection report will include a time frame within which the Company must submit an action plan in response to the inspection report.
- (5) The Department reserves the right to visit any School at any time for the purpose of inspection. The Department will make reasonable efforts to inform the Company prior to any visit.
- (6) The Company will facilitate the inspections of the School.
- (7) The Company will facilitate the inspection process by providing the Department access to buildings, classrooms, records of all kinds including administration, Teacher and Student records, administration, operations, Teachers, Students, educational programs and

Student achievement.

- (8) The Company will be responsible for the expenses associated with the inspections by the Department, including return business class airfare, accommodations, meals and incidentals. Expenses will be paid in Canadian dollars immediately upon the receipt of an invoice from the Department. Such expenses are to be reasonable for the purposes incurred.
- (9) In response to the inspection report, the Company will provide the Department with a written action plan to address any recommendations identified in the inspection report.
- (10) If the Company fails to meet the Department's requirements for matters under inspection and if the Company does not address the recommendations in the inspection report within the time frame stipulated by the Department, the Department may, depending on the severity of the deficiency and at its sole discretion:
 - (a) require an additional on-site inspection; or
 - (b) immediately terminate this Agreement.

Company's Representations, Warranties and Obligations

- 7 (1) The Company represents and warrants to the Province that it has obtained all required permits, licenses and any approvals that may be required to operate the School and offer the Nova Scotia Program in the jurisdiction in which the School is located.

OR

- (1) The Company represents and warrants that all required permits, license and approvals that may be required to operate the School and offer the Nova Scotia Program in the jurisdiction in which the School is located will be obtained by _____[date].
- (2) The Company will provide the Department at the Department's request with written confirmation from the appropriate government entity with responsibility for education in the jurisdiction in which the School is located that the Company has obtained the authorizations required to operate the School.
- (3) The Company will maintain compliance with all laws, standards and administrative requirements of the jurisdictions in which the School is located.
- (4) The Company represents and warrants that there is no law or decision of a governmental entity which would prohibit the Company from entering into this Agreement with the Department or complying with its terms and conditions.
- (5) The Company will ensure that the performance of its obligations under this Agreement is done in compliance with the laws of Nova Scotia, Canada and [Country].

- (6) In addition to the other costs and fees for which the Company is responsible under this Agreement, as between the Parties the Company is solely responsible for all costs related to:
- (a) establishment and operation of the Nova Scotia Program in the School;
 - (c) Teacher orientation and administrative support; and
 - (d) recruiting and hiring Teachers.
- (7) Subject to the prior written approval from the Department the Company may use the Department's name on its letterhead and in promotional materials to indicate that the Nova Scotia Program offered by the Company is approved by the Nova Scotia Department of Education and Early Childhood Development.
- (8) The Company will not use the Nova Scotia Department of Education and Early Childhood Development name other than for the purposes agreed to. The Company will provide The Department with copies of any materials in which the Department's name appears.
- (9) All correspondence between the Department and the Company will be in English and the Company will provide English translations of any document provided to the Department when the original is not written in English.
- (10) The Company will develop and implement a formal process for resolving disputes which will be the primary mechanism for resolving disputes between all members of the School community, including the Students, Teachers, and other staff.
- (11) The Company shall provide an annual report to the Department regarding the operation, status and plans for the Nova Scotia Program.
- (12) As between the Parties, the Company is responsible for ensuring that the School is a suitable and safe facility.
- (13) The Company understands and agrees that this is an Agreement for the performance of a service and that the Company is not, nor shall be deemed to be an employee, partner, servant or agent of the Department.
- (14) The Company shall be solely responsible for any liabilities or claims of any kind arising out of performance of its obligations under this Agreement and the Department shall not be responsible for any such liabilities or claims.
- (15) The Company will indemnify and save harmless the Department, its employees and agents from and against any and all losses, damages, liabilities, costs and claims of any kind arising out of, directly or indirectly, the performance of the Company's obligations under this Agreement or by reason of any act or omission of the Company pursuant to this agreement or in connection with the School.

Administration fees

- 8** **(1)** The Department will collect administration fees as outlined in Appendix “A” attached hereto and forming part of this Agreement.
- (2)** The Company shall provide to the Department:
- (a) confirmation of Student enrollment in the Nova Scotia Program by September 30th each year; and
 - (b) payment of fees in Canadian funds for those Students registered in PowerSchool as of October 1st each year.

Termination

- 9** **(1)** Subject to Article 9(2), the Department may terminate this Agreement if the Company breaches or defaults on or fails to comply with any provision of this Agreement and fails to remedy the same in a manner deemed satisfactory to the Department within 60 days of being given notice in writing by the Department specifying the breach or default.
- (2)** The Department may terminate this Agreement immediately without notice, upon
- (a) a declaration by or against the Company of insolvency, receivership, or bankruptcy proceedings for settlement of the Company’s debts;
 - (b) the Company making an assignment for the benefit of creditors;
 - (c) the Company’s dissolution;
 - (d) the Company ceasing to carry on business or ceasing, in whole or in part in the opinion of the Province, to deliver the Nova Scotia Program;
 - (e) the Company’s failure, in the opinion of the Province, to continue to provide a School in a manner that meets the Province’s requirements; or
 - (f) any representation or warranty made by the Company in this Agreement, or otherwise made, to the Province before or during the Agreement Term being found to be untrue or incorrect;
- (3)** Upon termination of this Agreement,
- (a) the Company will:
 - (i) cease to deliver the Nova Scotia Program, and cease any use of letterhead, promotional materials, or communications of any kind using the Department’s name;
 - (ii) deliver to the Department all confidential material provided by the

Department to the Company and all material with the Department's name included;

(iii) pay the Department any outstanding fees and expenses payable under this Agreement up to the date of termination.

(b) The Department will:

(i) provide the annual inspection report to the Company pursuant to Section 5(4) if the annual inspection is completed before the termination of this Agreement.

Assigning

10 (1) The Company will not, without the prior written consent of the Department, assign this Agreement or any part of this Agreement

(2) The Department may assign this Agreement or any part of this Agreement.

Governing Laws and Exclusive Jurisdiction

11 (1) This Agreement shall be construed and interpreted in accordance with the laws of the Province of Nova Scotia and any dispute arising out of or in relation to this Agreement will be determined within the exclusive jurisdiction of the courts of the Province of Nova Scotia.

References to Company

12 References to the Company shall include the employees, servants, officers, directors, assigns and agents of the Company.

Privacy

13 The Company shall comply with all security and privacy policies and procedures of the Department for which the Company has received notice from the Department.

Department's Intellectual Property Rights

14 The Company acknowledges that all intellectual property rights, including copyrights, trade secrets, title to, and interests in, for all resource materials and materials of any kind ("materials") provided by the Department to the Company under the Agreement are retained by the Department and the Company may only use the materials and provide the School Program to the Students under this Agreement, and the Company is not given any right to otherwise copy the materials.

Dispute

- 15** The Parties agree to act reasonably and in good faith in the exercise of their authority under this Agreement, and shall make all reasonable efforts to resolve disputes or issues by amicable negotiations and agree to provide, without prejudice, frank, candid and timely disclosure of relevant facts, information and documents to facilitate such efforts. The Department and the Company shall use their best efforts to resolve issues in a timely and efficient manner.

Notices

- 16** All notices under this Agreement shall be deemed duly given upon delivery, if delivered by hand; or five days after posting if sent by registered mail, receipt requested; to a party at the address set out in this Agreement or such other address as designated by a party by notice in accordance with this Agreement. Nothing in this section shall prevent notice from being given by any other means.

The Province

The Company

Entire Agreement

- 17** This Agreement and the Appendix attached or referred to constitute the whole Agreement between the parties unless duly modified in writing and signed by both parties and no representation or statement that is not expressly contained in the Agreement shall be binding upon the Department.

Time

- 18** Time is of the essence in this agreement.

Non-Waiver

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

Authority

- 20** The signatories of this Agreement personally warrant that they have the full power and authority to enter into this Agreement. Each party further acknowledges that it has read the Agreement, understands it, and agrees to be bound by it.

NOVA SCOTIA INTERNATIONAL PROGRAMS

Annual Reporting

The school owner/program operator must report to the Department by September 30th of each year and submit the following:

- evidence that the Nova Scotia program has approval from the local education authority
- copy of marketing and promotional materials referencing the Nova Scotia program or the Nova Scotia Department of Education and Early Childhood Development
- update on the Action Plan addressing the recommendations of the annual inspection from the previous school year
- update on any items or matters that impact or affect the delivery of the Nova Scotia program (may include management changes, staffing changes, plan for growth, student enrollments, new grades, course offerings, student support services, facilities, student recruitment plan, teacher recruitment and retention plan)