

**MEMORANDUM OF UNDERSTANDING
BETWEEN
MANITOBA EDUCATION, CITIZENSHIP AND YOUTH
of the PROVINCE OF MANITOBA, CANADA
AND
LERTLAH SCHOOLS, BANGKOK, THAILAND**

PURPOSE

Whereas Lertlah Schools, Bangkok wants to offer a Thai and English language bilingual program using the Manitoba curriculum; and

Whereas Manitoba Education, Citizenship and Youth (hereinafter called "Manitoba") is prepared to authorize Lertlah Schools to integrate the Manitoba curriculum in an acceptable format to Manitoba for purposes of offering a Manitoba/Thailand English Program if Lertlah Schools meets and maintains the agreements set forth herein.

Therefore Manitoba and Lertlah Schools, hereinafter jointly referred to as the "participants", have decided to enter into this *Memorandum of Understanding (Memorandum)*:

I. DESIGNATED CONTACT OFFICES

1. Each participant will designate an office that will ensure the integrity of this Memorandum and serve as the main point of contact for any questions or concerns arising from the Memorandum.
2. Communication regarding matters arising from the activities occurring under the provisions of this Memorandum will primarily occur between the two designated offices. If the designated office for Lertlah Schools is a third-party or not otherwise a part of Lertlah Schools' legal entity, Manitoba will provide Lertlah Schools with all letters of notice under Appendix III of this Memorandum with a copy of said letters being provided to the designated office.

The designated office for Manitoba is:

Ken Horton, Liaison Officer
Education Administration Services
Manitoba Education Citizenship and Youth
507 - 1181 Portage Ave
Winnipeg, Manitoba, CANADA R3G 0T3
Tel: (204) 945-0961
E-Mail: KeHorton@gov.mb.ca

The designated office for Lertlah Schools is:

Lertlah Schools
45 Moo 8 Phetkasem Soi 77 Road,
Nongkangploo, Nongkaem,
Bangkok 10160
Thailand.
Tel: (662) 809 9081
E-Mail: Lertlah@hotmail.com

3. Either Manitoba or Lertlah Schools may change their designated contact office at any time by providing written notice to the other participant.
4. Each participant acknowledges that, in accordance with its laws and regulations, it is responsible for the actions of its designated office and Lertlah Schools is responsible for the actions of its third party manager.

II EXCLUSIVITY

1. For the first three years this Memorandum is in effect, Manitoba will not accredit another school offering the same program as Lertlah Schools within the geographical area described, Thailand, without Lertlah Schools' prior written approval.
2. Lertlah Schools will not offer another curriculum within the Schools or any other school within the geographical area described below that is not already owned or operated by Lertlah Schools at the time this Memorandum takes effect except the Thai curriculum.
3. The geographical area is Thailand.
4. The period and provisions of this exclusivity as outlined above may be renewed and/or amended only upon the written acceptance of both participants.

III DURATION, ANNUAL REVIEW AND CANCELLATION

1. This Memorandum is effective on the date that the final signature is affixed and remains in effect until it is cancelled by either participant.
2. This Memorandum and activities related to it will be reviewed on an annual basis by both participants, usually in conjunction with a school inspection.
3. If Lertlah Schools does not meet and maintain the commitments in this Memorandum, Manitoba may give notice to Lertlah Schools under Appendix III - Due Process which may lead to withdrawal of accreditation and cancellation of this Memorandum.

4. If Manitoba or Lertlab Schools wishes to cancel this Memorandum for any other reason, it may send written notice to the other participant as early as possible before the cancellation takes effect.

IV LIMITATIONS

This Memorandum is not intended to be legally binding or to impose legal obligations on either participant and will have no legal force or effect.

V APPENDICES PART OF MEMORANDUM

The following appendices form part of this Memorandum:

APPENDIX I	-	Understandings
APPENDIX II	-	Administrative Requirements
APPENDIX III	-	Due Process
APPENDIX IV	-	Administrative Fee Schedule

Signed in duplicate in Thailand in the English language.

**FOR Manitoba Education,
Citizenship and Youth
of the PROVINCE OF
MANITOBA, CANADA**

**FOR Lertlab Schools, Bangkok,
Thailand**



Gerald Farthing
Deputy Minister

Seri Parudejpong
Director

April 10/2007

Date

Date



Witness

Witness

APPENDIX I - Understandings

This Appendix is a statement of mutual understandings between the participants regarding the subject matter of the Memorandum.

The participants do not intend to create a contract, and as such, the Memorandum is not enforceable under the laws of Thailand in force in Lertlah Schools, Thailand or the Province of Manitoba.

Manitoba Accreditation

1. Manitoba administrative requirements are outlined in Appendix II.
2. If Lertlah Schools does not meet and maintain the requirements as outlined in this document, Manitoba will remove the accreditation status granted.

Inspective Visits

3. Manitoba will determine that its requirements are being met through annual inspective visits by Manitoba officials.
4. The full cost of inspective visits (round trip airfare, ground transportation, accommodations, meals, and reasonable associated expenses) will be paid by Lertlah Schools.
5. Where Manitoba deems it to be warranted, Manitoba may conduct additional, unscheduled inspective visits upon reasonable notice and at the cost believed by Manitoba to be necessary.
6. Lertlah Schools will participate in the inspective visits and co-operate with Manitoba and will receive a copy of the annual inspection report prepared by Manitoba. If Lertlah Schools has engaged a third party manager, the third party manager may participate in the inspective visits but Lertlah Schools and the third party manager will attend the post-inspection meeting and each will receive a copy of the annual inspection report.

No Transfer or Assignment

7. This Memorandum is specific to Lertlah Schools and Lertlah Schools may not assign, transfer, sell or otherwise pass its interest in this Memorandum to another school unless Manitoba so approves in writing.
8. This Memorandum is specific to Lertlah Schools and any other schools operated by Lertlah Schools as approved by Manitoba in writing. If an additional school is approved, the location of the school will be noted in a separate addendum to the Memorandum signed by both participants.

9. Lertlah Schools may not engage a third party to operate the Schools on its behalf, or change the third party, unless Manitoba approves the third party operator in writing.
10. All material provided by Manitoba under this Memorandum, such as Manitoba curricula, is subject to copyright and remains the sole property of Manitoba. Manitoba will authorize Lertlah Schools to use the material to deliver Manitoba programming.
11. Upon cancellation of this Memorandum, the accreditation will end and Lertlah Schools will return all material, including all copies in whatever form or media, or certify to Manitoba that it has destroyed the copies.
12. Lertlah Schools will not share the copyright materials with any other school.

Limitations of Manitoba

13. The Memorandum does not commit or otherwise obligate Manitoba to provide any funding, resources, or staffing in support of programming for Lertlah Schools.
14. Manitoba, on a voluntary basis, will work with School staff to make Lertlah Schools aware of educational resources, materials, available consultation, and similar information which Lertlah Schools may wish to obtain through its own means. In addition, Manitoba may offer professional development opportunities to teachers of the Manitoba program on dates that are acceptable to both Manitoba and Lertlah Schools.

Financial Commitments of Lertlah Schools

15. Manitoba will charge Lertlah Schools an annual administrative fee as outlined in Appendix IV – Administrative Fee Schedule. This fee will be used by Manitoba to cover the costs of postage, shipping, telephone, facsimile transmission, photocopying, and the like related to the movement of documents, curricula, resource materials, reports or information between Lertlah Schools and Manitoba. The administrative fee will also be used by Manitoba to cover the cost of staff time related to the provision of administrative and support services to Lertlah Schools. The cost of inspective visits is not covered by the annual administrative fee nor are the costs of curriculum and professional development requested by Lertlah Schools.

Facilities and Resources

16. Lertlah Schools understands that it is essential that a library providing adequate English language educational resources and general interest materials be available to students on a consistent basis for their studies and leisure purposes.
17. Lertlah Schools understands that the biology, chemistry and physics laboratories must continue to meet the standards required by Manitoba for a school offering classes up to and including Grade 9 (M3).
18. Lertlah Schools understands that it must maintain and have fully operational (an) on-site computer laboratory(ies) with a ratio of personal computers to students that is acceptable to Manitoba. The computers are to be reasonably modern in hardware and architecture, and are to be loaded with a sufficient range of software to support students' programming and curriculum requirements. Lertlah Schools also understands that students must have supervised access to the Internet.
19. Lertlah Schools understands that it must meet and abide by all appropriate and necessary safety requirements and standards.

English Language Proficiency

20. Lertlah Schools must develop a level of proficiency in the English language and that continual and consistent access and usage of English language materials in print, audio-visual, and electronic formats is essential.
21. Lertlah Schools understands that good listening, understanding, writing, and speaking skills in English are essential to success at Manitoba and other Canadian universities and colleges, and may be taken into consideration by post-secondary institutions through their admission/acceptance procedures.
22. Lertlah Schools students, may be subject to an assessment of English language proficiency as part of the application process or subsequent to admission/acceptance to a university or college.

APPENDIX II – Administrative Requirements

Administrative requirements of Lertlah Schools for accreditation are as follows:

1. On a regular basis, teach Manitoba courses eighty (80) percent of the time for each grade level offered in the Lertlah International Program School.
2. Use Manitoba curricula, integrated with Thai curricula, as determined by the Canadian principal and approved by Manitoba.
3. Follow the Thailand school year and calendar that is May – April.
4. Designate a minimum of five (5) days of professional development within the school calendar year.
5. Employ a school principal trained in Manitoba (or, alternatively in another Canadian province and certified as a professional teacher by Manitoba). In the case where the principal is not trained in Manitoba, but rather is trained in another jurisdiction acceptable to Manitoba, a lead teacher trained in Manitoba is to be employed by the schools.
6. Employ Canadian teachers who, through certification or permit issued in Canada, are approved to teach all subject areas recognized for credit. Furthermore:
 - (a) Eighty (80) percent of the teachers delivering the LIPS (Lertlah International Program School) program must be Manitoban or otherwise Canadian teachers;
 - (b) Forty (40) percent of the teachers delivering the English program must be Manitoban or otherwise Canadian teachers;
 - (c) All teachers must be certified in Canada the United States of America, the United Kingdom, or Australia.
 - (d) Principals and Teachers who are not trained in Canada must avail themselves of professional development opportunities to become knowledgeable about Manitoba based curricula and recommended teaching strategies.

Any deviation from this requires special authorization by Manitoba and shall be based upon demonstrated effort by Lertlah Schools to conduct genuine recruitment efforts in Manitoba first, followed, as necessary, by successive recruitment efforts in Canada, the United States, United Kingdom and Australia. If Lertlah Schools is unable to hire the required percentage of Manitoba/Canadian teachers, Lertlah Schools will submit a recruitment plan for the following school year which demonstrates reasonable efforts to increase the number of Manitoba/Canadian teachers.

Ensure that students are adequately supervised by responsible adults while at school and on authorized extra-curricular activities.

7. Report regularly to parents/guardians on student progress and achievement at school.
8. Provide students with regular progress and achievement reports and with feedback on examinations, tests, reports and other forms of assessment and evaluation.
9. Establish a code of behaviour for students and employ only those disciplinary methods acceptable to Manitoba.
10. Abide by other pertinent policy, statutory or regulatory provisions that apply to Manitoba schools with possible adjustments for local circumstances as may be from time to time approved by Manitoba.
11. When requested by Manitoba, obtain and provide to Manitoba a copy of a written, continuing endorsement by the Thai Ministry of Education.

APPENDIX III - Due Process

1. If Lertlah Schools does not meet and maintain the commitments in the Memorandum the following process will be followed:
2. Notice in writing will be given to Lertlah Schools by Manitoba stating concerns and clear expectations. Recommendations will be made as to how Lertlah Schools should make changes in order to meet the expectations.
3. Lertlah Schools will be given a deadline by Manitoba to comply with the recommendations outlined in the letter of notice.
4. If deemed necessary by Manitoba, there will be another visit to Lertlah Schools by Manitoba staff at the expense of Lertlah Schools.

If, after steps 1 to 3, Manitoba determines that Lertlah Schools has achieved satisfactory compliance, the accreditation will remain in place.

If the requirements are still not being met in Manitoba's judgment and there are no extenuating circumstances acceptable to Manitoba, Manitoba may withdraw its accreditation immediately or on a date Manitoba selects. The Memorandum will end when the accreditation is withdrawn.

APPENDIX IV – Administrative Fee Schedule

Annual Fees for an Accredited Manitoba School Program Outside of Canada

Effective January 1, 2005

A. Commitment of Payment

1. Lertlah Schools will ensure that the all required fees and expenses outlined in this Appendix are paid to Manitoba in a timely manner and in a form acceptable to Manitoba.
2. Forms of payment that are currently accepted include certified cheques, bank drafts, and wire transfers. Other methods of payment may be approved by Manitoba; Lertlah Schools will seek such approval in writing.
3. Non-payment of required fees and expenses are grounds for withdrawal of accreditation (see Appendix III – Due Process).

B. Administrative Fee

Once the Memorandum has been signed which authorizes a school overseas to offer the Manitoba curriculum, Lertlah Schools will be asked to pay Manitoba Education, Citizenship and Youth an annual administrative fee.

The annual administrative fee is also intended to cover costs incurred by Manitoba which include salary expenses associated with the provision of these services and with regular inspection visits, office supplies, and mail, courier, fax and telephone charges.

Manitoba maintains all proprietary and copyrights over the Manitoba curriculum in perpetuity. The annual administrative fee represents a fee for administration and services, not a sale of the curriculum itself.

Fees for the provision of services by Manitoba beyond those listed above will be negotiated in advance and outlined in a written contract.

Until April, 2009 the three Lertlah campuses currently offering the Manitoba curriculum shall collectively be assessed one single fee of \$ 5,000.00 Canadian. After this time, the fees shall be re-negotiated.

C. Fee Schedules

Three fee schedules have been established based on the administrative requirements of different types of programs. Schools with more than one type of program will be required to pay more than one type of fee.

Schedule 1 - CAD\$250 per student per year for students enrolled in Senior 3 and Senior 4 (Grades 11 and 12); CAD\$200 per year for students enrolled in Senior 1 and Senior 2 (Grades 9 and 10).

Assessed to schools authorized to offer Manitoba senior-years courses (Grade 9 - Grade 12) and issue a Manitoba High School Diploma.

Once a school reaches 101 students, the per student fee will be reduced to \$200 per student for Senior 3 and 4; and \$150 per student for Senior 1 and 2.

Once a school reaches 201 students, the per student fee will be reduced to \$150 per student for Senior 3 and 4; and \$150 per student for Senior 1 and 2.

Schedule 2 - CAD\$5,000

Assessed to schools authorized to offer Manitoba courses for early years (Kindergarten to Grade 4) and/or middle years (Grade 5 to Grade 8) programs.

Schedule 3 - CAD\$2,500

Assessed to schools authorized to use the Manitoba name in their advertising to promote linked programs where the majority of the Manitoba courses are taken in Manitoba.

Lertlah Schools will send a report to Manitoba on the number of students enrolled in each grade level within two weeks of the start of the school year. Manitoba will then issue an invoice to Lertlah Schools. Full payment will be due within 60 days of the date of the invoice. Failure to pay the fees assessed may result in withdrawal of Lertlah Schools accreditation by Manitoba.

Manitoba may change the amount of the annual administrative fee by sending a written notice to Lertlah Schools at least 90 days before the start of the school year. All other fees are subject to change on 90 days notice.

D. Inspection Expenses

Lertlah Schools will pay all direct costs associated with inspection visits.

These include the cost of airfare, ground transportation, meals and accommodation.

In making arrangements for inspection visits, Manitoba and Lertlah Schools will adhere to the following guidelines:

1. Staff of Manitoba will make arrangements for air travel with a Manitoba-based travel agent. The travel agent may bill Lertlah Schools directly.

2. Every effort will be made to use air carriers that provide affordable, safe, and efficient routing. Arrival dates and costs will be confirmed with Lertlah Schools before final booking is made.
3. Lertlah Schools will accommodate inspectors in a hotel which - at a minimum - meets a three-star standard. Hotel fees will be paid in advance by Lertlah Schools, so inspectors will not be asked for payment by hotel staff. Each member of the inspection team will be provided with his/her own room.
4. Expenses for meals, ground transportation, and incidentals can be covered by Lertlah Schools in one of the following ways:
 - (a) A per diem amount for meals and incidentals will be provided to the inspectors upon arrival. The per diem amount should match the Treasury Board of Canada rate. These rates can be found on-line at http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/TBM_113/td-dv-d-2_e.asp#C. The head of the inspection team will also be provided with the sum of CAD\$50 per day to cover ground transportation costs for the team.
 - (b) The School may cover costs for meals, incidentals and ground transportation directly by allowing members of the team to add meals and services to their hotel bill and/or by providing meals through hospitality arranged by the School. Ground transportation will be provided by the School itself or by the School arranging a contract with a local taxi or transportation service.
 - (c) A combination of (a) and (b).

E. Other Costs

Lertlah Schools will pay Manitoba the fees and expenses mentioned above. Lertlah Schools should note, however, that there are other costs associated with offering the Manitoba curriculum that are not levied by Manitoba Education, Citizenship and Youth and for which it assumes no responsibility.