

MEMORANDUM OF UNDERSTANDING

BETWEEN

MANITOBA EDUCATION, TRAINING AND YOUTH (MANITOBA, CANADA)

AND

YANG GUANG SCHOOL (BEIJING, CHINA)

WHEREAS, Yang Guang School of Beijing, China (hereinafter referred to as Yang Guang School) wants to continue to offer a blended Manitoba program, which, upon completion of all credits and program requirements will lead to students graduating from Yang Guang School with a Manitoba high school graduation diploma and a Chinese diploma; and

WHEREAS, Manitoba Education, Training and Youth (hereinafter called "Manitoba") is prepared to accredit Yang Guang School to offer programming acceptable to Manitoba for purposes of a Manitoba high school graduation diploma, if Yang Guang School meets and maintains the understandings outlined in Appendices I, II, III, and IV are fully met and continue to be duly followed;

THEREFORE, the two parties have decided to enter into this Memorandum of Understanding dated and signed at Beijing, China in June, 2002.

**SIGNING FOR MANITOBA
EDUCATION, TRAINING AND YOUTH**

WITNESS

SIGNING FOR YANG GUANG SCHOOL

WITNESS

ATTACHMENTS:

APPENDIX I - Understandings

APPENDIX II - Administrative Requirements

APPENDIX III - Program Requirements

APPENDIX IV - Due Process

_____, 2002
DATE

APPENDIX I – Understandings

This Memorandum of Understanding is a statement of mutual understandings between the parties regarding the subject matter of the Memorandum of Understanding. The parties do not intend to create a contract, and as such, this Memorandum is not enforceable under the laws of China or Manitoba.

Manitoba Accreditation

1. Manitoba administrative requirements are outlined in Appendix II and Manitoba program requirements are outlined in Appendix III. All accredited Manitoba private schools must meet these requirements to maintain Manitoba accreditation status.
2. If Yang Guang School does not meet and maintain the requirements outlined in Appendix II and III Manitoba will remove the accreditation status granted.

Term

3. This Memorandum of Understanding is for one school year period, that being the 2002–2003 school year.
4. This Memorandum of Understanding may be renewed for each subsequent school year, at the discretion of Manitoba, provided that Yang Guang School continues to meet all requirements.

Inspective Visits

5. Manitoba will determine that its requirements are being met through annual inspective visits by two Manitoba officials.
6. The full cost of inspective visits (round trip airfare, ground transportation, accommodations, meals, and reasonable associated expenses) will be the responsibility of Yang Guang School.
7. Where Manitoba deems it to be warranted, Manitoba reserves the right to conduct additional, unscheduled inspective visits upon reasonable notice and at the cost believed by Manitoba to be necessary.

No Transfer or Assignment

8. This Memorandum of Understanding is personal to Yang Guang School and Yang Guang School may not assign, transfer, sell or otherwise pass its interest in this Memorandum of Understanding to another school unless Manitoba agrees in writing.
9. All material provided by Manitoba under this Memorandum of Understanding, such as Manitoba curricula, is subject to copyright and remains the sole property of Manitoba.

Manitoba authorizes Yang Guang School to use the material under license to deliver Manitoba programming.

10. When this Memorandum of Understanding ends, the license ends and Yang Guang School must return all material, including all copies in whatever form or media, or certify to Manitoba that it has destroyed the copies.
11. Yang Guang School must not share the copyright materials with any other school.

Manitoba Senior Years Graduation Diploma

12. Students graduating from the accredited high school program will be eligible to receive a Manitoba High School Graduation Diploma.
13. The Manitoba High School Graduation Diploma can be used by students graduating from Yang Guang School to apply for admission to universities in Manitoba, Canada and elsewhere.
14. Yang Guang School recognizes that the Manitoba High School Graduation Diploma does not guarantee acceptance/admission to post-secondary institutions. Students must apply to post-secondary institutions for individual acceptance/admission consideration.

Limitations of Manitoba

15. The Memorandum of Understanding does not commit or otherwise obligate Manitoba to provide any funding, resources, or staffing in support of programming at Yang Guang School.
16. Manitoba, on a voluntary basis, will work with school staff to make Yang Guang School aware of educational resources, materials, available consultation, and similar information which the school may wish to obtain through its own means.

Financial Responsibility of Yang Guang School

17. Yang Guang School is responsible for reasonable costs payable to Manitoba related to postage and shipping, telephone, facsimile transmission, and similar movement of documents, textbooks, and other materials, reports or information between the school and Manitoba. Yang Guang School is also responsible for cost of curriculum development requested by the school, for professional development arranged through Manitoba, and for support required for the implementation of standards tests and provincial examinations as required by Manitoba.

Facilities and Resources

18. Yang Guang School understands that it is essential that libraries providing adequate English language educational resources and general interest materials be available to students on a consistent basis for their studies and leisure purposes.

19. Yang Guang School understands that the biology, chemistry and physics laboratories must continue to meet the standards required by Manitoba.
20. Yang Guang School 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. Yang Guang School also understands that students must have supervised access to the Internet.
21. Yang Guang School understands that meeting and abiding by all appropriate and necessary safety requirements and standards is the responsibility of Yang Guang School.

English Language Proficiency

22. Yang Guang School understands that its students must develop a level of proficiency in the English language acceptable to Manitoba for graduation with a Manitoba High School Graduation Diploma.
23. Yang Guang School understands that the responsibility for developing its students' proficiency in the English language rests fully with Yang Guang School and that continual and consistent access and usage of English language materials in print, audio-visual, and electronic formats is essential.
24. Yang Guang School recognizes that, in order for students to develop proficiency in the English language, students may need to spend additional time at school beyond the point where academic studies may have been completed prior to being awarded the Manitoba High School Graduation Diploma.
25. Yang Guang School 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.
26. Yang Guang School students, similar to other students possessing Manitoba diplomas, 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 for accreditation by Manitoba of Yang Guang School are as follows:

1. On a regular basis, teach all compulsory and optional credits for the grade level offered.
2. Use Manitoba curricula, or other curricula deemed to be equivalent to Manitoba curricula by the Manitoba school principal and approved by Manitoba, for all courses taught for credit toward the Manitoba High School Graduation Diploma.
3. Participate in provincial standards tests (examinations) as required by Manitoba.
4. Follow the regulatory requirements with respect to the annual school calendar, which stipulates two hundred school days, but with allowances for local culture and norms concerning school closures and holidays. The school year will generally follow that of Manitoba, that is, September to June.
5. Have a school year of at least two hundred school days of which at least one hundred and ninety days (of at least five hours of teacher-student contact time each day) must be for purposes of instruction. Of the two hundred school days, have at least five days for purposes of teacher professional development.
6. Employ a school principal trained in Manitoba (or, alternatively, in another Canadian province) and certified as a professional teacher by Manitoba. Experience in one or both of the following areas is desirable: (i) Senior Years (high school) principal, department head, divisional or departmental consultant and/or (ii) English as a Second Language. In the case where the principal is not trained in Canada, but rather is trained in another jurisdiction acceptable to Manitoba, a lead teacher trained in Manitoba is to be employed by the school.
7. Employ Canadian teachers who, through certification or permit issued by Manitoba, are approved to teach all subject areas recognized for credit. Any deviation from this requires special authorization. Principals and teachers who are not trained in Manitoba must avail themselves of professional development opportunities to become knowledgeable about Manitoba based curricula and recommended teaching strategies. The teachers in the Chinese portion of the blended program require a teaching permit from Manitoba.
8. Ensure that students are adequately supervised by responsible adults while at school and on authorized extra-curricular activities.
9. Report regularly to parents/guardians on student progress and achievement at school.
10. Provide students with regular progress and achievement reports and with feedback on examinations, tests, reports and other forms of assessment and evaluation.

11. Establish a code of behaviour for students and employ only those disciplinary methods acceptable to Manitoba.
12. Maintain a system of student records and forward without delay to Manitoba all necessary forms or reports, including students' final marks, required by Manitoba at such times and in a manner as prescribed allowing for any necessary modifications to forms or reporting acceptable to Manitoba.
13. 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.
14. When requested by Manitoba, obtain and provide to Manitoba a copy of a written, continuing endorsement by the Beijing Education Authority of the blended program.
15. Employ an agent acceptable to Manitoba who is a resident of Manitoba or Canada.

APPENDIX III—Program Requirements

The Senior 1 to 4 (Grades 9 to 12) high school program requirements for Yang Guang School are as follows:

1. High school students (Senior 1 to 4/Grades 9 to 12) must successfully complete twenty-eight credits between Senior 1 (Grade 9) and Senior 4 (Grade 12), including passing all required provincial standards tests (examinations). One credit is based on a curriculum designed for 110 hours of instructional time.
2. In Senior 1 (Grade 9) and Senior 2 (Grade 10), students must successfully complete sixteen credits, ten compulsory and six optional. Yang Guang School may, at the discretion of the Manitoba school principal and as approved by Manitoba, award these credits as Senior 1 (Grade 9) and Senior 2 (Grade 10) out-of-country equivalent credits according to the following:

Senior 1 (Grade 9)

Compulsory Credits

- language arts (Chinese or English) 1 credit
- mathematics 1 credit
- science 1 credit
- social studies 1 credit
- physical education/health education 1 credit

Optional Credits

- optional credits may be from any subject area at any grade level from Senior 1 to Senior 4 3 credits

Senior 2 (Grade 10)

Compulsory Credits

- language arts (Chinese or English) 1 credit
- mathematics 1 credit
- science 1 credit
- social studies 1 credit
- physical education/health education 1 credit

Optional Credits

- optional credits may be from any subject area at any grade level from Senior 1 to Senior 4 3 credits

TOTAL SENIOR 1 AND 2 (GRADE 9 AND 10) CREDITS 16 CREDITS

3. At a minimum, in Senior 1 (Grade 9) nine hours of instruction per week, and in Senior 2 (Grade 10) twelve hours of instruction per week, must be in the English language.
4. In Senior 3 (Grade 11) and Senior 4 (Grade 12), students must successfully complete twelve credits of which a minimum of seven credits must be in the English language. Three of these credits must be in English Language Arts, two credits must be in Social

Studies, one must be in Mathematics* and one to be selected from a list approved by Manitoba.

5. Six of the twelve credits must be based on Manitoba curricula. The remainder of the courses required to complete the twenty-eight credit diploma must be based on Manitoba curricula or Chinese curricula or locally developed/ acquired curricula that has been approved by Manitoba.

Senior 3 (Grade 11)

Compulsory Credits

- English Language Arts – English language instruction based on Manitoba curriculum 1 credit
- Mathematics - English or Chinese instruction based on Manitoba Senior 3 Pre-Calculus Mathematics curriculum or on equivalent Chinese curriculum as determined by the Manitoba school principal and approved by Manitoba 1 credit
- Social Studies (Canadian History) - English language instruction based on Manitoba curriculum 1 credit

Optional Credits

- Optional Credits - from any subject area (physics, chemistry and biology are encouraged) 3 credits

Senior 4 (Grade 12)

Compulsory Credits

- English Language Arts – English language instruction based on Manitoba curricula 2 credits
- Mathematics - English language or Chinese instruction based on Manitoba Senior 4 Pre-Calculus curriculum or on equivalent Chinese curriculum as determined by the Manitoba school principal and approved by Manitoba - this course must be taken in English if Mathematics 30S has been taken in Chinese 1 credit
- Social Studies (Canadian Studies) – English language instruction based on a course prepared by Manitoba for international programs 1 credit
- Additional Credit – English language instruction - must be from a list approved by Manitoba and may be taken in Senior 3 or Senior 4 1 credit

Optional Credit

- Optional Credit - from any subject area (physics, chemistry or biology is encouraged) 1 credit

TOTAL SENIOR 3 AND 4 (GRADES 11 AND 12) CREDITS 12 CREDITS

TOTAL SENIOR 1 TO 4 (GRADES 9 TO 12) CREDITS 28 CREDITS

6. Yang Guang School students must write the Manitoba Senior 4 English Language Arts standards test (examination) and their mark on this test must count for a percentage of their final mark as required by Manitoba (currently 30%). This test is based on Manitoba curriculum and must be written in English.
7. Yang Guang School students must write the Manitoba Senior 4 Pre-Calculus Mathematics standards test (examination) in English and their mark on this test must count for a percentage of their final mark as required by Manitoba (currently 30%). This test is based on Manitoba curriculum and must be written in English.

*Assuming continuation of the agreement between Manitoba and Yang Guang School for the 2003-2004 school year, it will be expected that either Mathematics 30S or Mathematics 40S will be taught in English.

APPENDIX IV - Due Process

If Yang Guang School does not meet and maintain the requirements in this Memorandum of Understanding the following process will be followed:

1. Notice in writing will be given to Yang Guang School by Manitoba stating concerns and clear expectations. Recommendations will be made as to how the school should make changes in order to meet the expectations.
2. The school will be given a deadline by Manitoba to comply with the recommendations outlined in the letter of notice.
3. If deemed necessary by Manitoba, there will be another visit to the school by Manitoba staff at the expense of the school.

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

If the requirements are still not being met in Manitoba's judgement and there are no extenuating circumstances acceptable to Manitoba, Manitoba may withdraw its accreditation immediately or at a date its selects. This Memorandum of Understanding ends when the accreditation is withdrawn.