December 5, 2016

Dear [Redacted]:

Re: Your request for access to information under Part II of the Access to Information and Protection of Privacy Act, 2015 [Our File #: AESL/047/2016]

On November 21, 2016 the Department of Advanced Education, Skills and Labour received your request for access to the following records/information:

"This is a request for any and all correspondence (including but not limited to e-mails, letters, briefing notes, funding applications, etc) between Tourism Bell Island Inc. and the Department of Advanced Education Skills and Labour, which relate to the 47 payments totaling $643,667.87, which were issued from that department to Tourism Bell Island Inc. from the years April 1, 2009 to October 21, 2016, according to the ATIPP file FIN-66-2016."

Per our telephone conversation on November 22, 2016, you limited the scope of the search to those records associated with the payments outlined in the Access to Information and Protection of Privacy request with file number FIN/066/2016.

I am pleased to inform you that your request for access to this information has been granted in part and the responsive records are enclosed. Access to the remaining records, and/or information contained within the records, has been refused in accordance with the following exception to disclosure, as specified in the Access to Information and Protection of Privacy Act, 2015 (the act):

Section 40. (1) The head of a public body shall refuse to disclose personal information to an applicant where the disclosure would be an unreasonable invasion of a third party's personal privacy.

In accordance with your request for a copy of the records, the documents are enclosed. As required by subsection 8.(2) of the act, we have severed information that is excepted from disclosure and have provided you with as much information as possible.
Please note that the table of contents provided in front of the attached documents references the page numbers associated with each payment to Tourism Bell Island Inc.

The act requires us to provide an advisory response within 10 days of receiving the request. As this request has been completed prior to day 10, this letter also serves as our Advisory Response.

Section 42 of the act provides that you may ask the Information and Privacy Commissioner to review this partial refusal of access or you may appeal the refusal to the Supreme Court Trial Division. A request to the Information and Privacy Commissioner shall be made in writing within 15 business days of the date of this letter or within a longer period that may be allowed by the Commissioner.

The address and contact information of the Information and Privacy Commissioner is as follows:

Office of the Information and Privacy Commissioner
2 Canada Drive
P. O. Box 13004, Stn. A
St. John's, NL A1B 3V8

Telephone: (709) 729-6309
Facsimile: (709) 729-6500

In the event you wish to appeal to the Supreme Court, you must do so within 15 business days of the date of this letter. Section 52 of the act sets out the process to be followed when filing such an appeal.

Please be advised that responsive records will be published following a 72 hour period after the response is sent electronically to you or five days in the case where records are mailed to you. It is the goal to have the responsive records posted to the Office of Public Engagement's website within one day following the applicable period of time. Please note that requests for personal information will not be posted online.

If you have any further questions, please feel free to contact the undersigned at (709) 729-4276 or SharonSeaward@gov.nl.ca.

Sincerely,

SHARON SEAWARD
ATIPP Coordinator

Enclosure
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**Department of Advanced Education, Skills and Labour Total** $643,667.87
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Total for Vendor: $920.00
Please issue a cheque in the amount of $920.00 to pay for the invoices listed below. The original invoices are attached. The cheque should be made payable to:

Vendor Number: 40099336

Tourism Bell Island
P. O. Box 279
Bickfordville
NL A0A 4H0

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(FMSP Code: 01-1450-160-5060-1061-000000-0000)
Code Summary

Vendor Number: 40099336
Vendor Name: Tourism Bell Island

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Total: $920.00  $0.00  $920.00

Certified for Payment
Department of Advanced Education and Skills
Career, Employment and Youth Services
PAYMENT REQUISITION

PROGRAM: Wage Subsidy - NLWorks

Project #: 11WS03131
Invoice Date: 2012/04/16 11:10:02AM
Invoice #: EPR11132390

Payable To: Tourism Bell Island
P. O. Box 279
Bickfordville
NL, Canada A0A 4H0

Amount Payable: $ 920.00

Period Covered for this Payment: 2012/03/05 to 2012/03/30

Account Centre # (Program/Region): 01-1450-160-5060-1061-000000-0000

Prepared By: Betty Smith
Verified By: Carol Tobin

Good or Service received in good order.
Prices fair and just.
 Extensions Correct.
Checked with Purchase Order.
Certified for Payment.
Applicant Name: Tourism Bell Island

Legal Name of Business: Bell Island NL

Business Location: Bell Island NL

Postal Code: A0C 1X0

Business Telephone: (709) 488-2990 Ext 235

Business Fax: (709) 488-3181

Accountant / Bookkeeper: Joe Donkers

E-mail: tourismbellisland@gmail.com

Type of Business: Industry Association (Service)

Start-up Date of Business: February 1, 2012

Incorporation #: 162426

CRA Business #: 1946872066

Do you have Workplace Health, Safety and Compensation coverage? Yes ☐ No ☐

Do your business need any other assistance? Yes ☐ No ☐

Are you in good standing with the Registry of Companies? Yes ☐ No ☐

Businesses established less than one year must provide a business plan.

Number of seasonal positions applying for: 4

Number of long-term positions applying for: 4

Number of seasonal employees now on staff: 1

Number of regular employees now on staff: 1

PLEASE COMPLETE THE ATTACHED JOB DESCRIPTION FOR EACH JOB YOU ARE APPLYING FOR.

Hiring is not permitted prior to official approval.

The Applicant agrees this request for funding is new positions and further agrees that the position(s) exists only as a result of this wage subsidy.

The Applicant acknowledges that they have read and agree to the Terms and Conditions stated on the reverse and that should the application be approved, the Terms and Conditions will form part of the Agreement between the Applicant and the Department of Advanced Education and Skills.

FOR OFFICIAL USE ONLY

Approved: 2 Positions 80 Work-weeks $2,400 Wages $2,400 Admin Fee $18,400 Total Contribution

Contracted: 1 Position 40 Work-weeks $2,400 Wages $1,200 Admin Fee $9,200 Total Contribution

Start Date: March 5, 2012

Finish Date: December 9, 2012

FYI: 920 ☐ 8390 ☒
6

TERMS & CONDITIONS

Employers Eligible for Funding

1) Eligible employers include:
a) Any person who is a registered trade union;
b) Any person who is an association of employers;
c) Any person who is a registered cooperative or association of employers;
d) Any person who is a registered charity.

Eligible Employees

2) Eligible employees include:
a) Any person who is employed by an eligible employer;
b) Any person who is self-employed.

Eligible Projects

3) Eligible projects include:
a) Any project that is likely to have a significant impact on the economy;
b) Any project that is likely to have a significant impact on the environment;
c) Any project that is likely to have a significant impact on the community.

Eligible Costs

4) Eligible costs include:
a) Any cost that is directly related to the project;
b) Any cost that is directly related to the employee;
c) Any cost that is directly related to the employer.

Eligible Benefits

5) Eligible benefits include:
a) Any benefit that is directly related to the project;
b) Any benefit that is directly related to the employee;
c) Any benefit that is directly related to the employer.

Eligible Participants

6) Eligible participants include:
a) Any person who is employed by an eligible employer;
b) Any person who is self-employed.

Eligible Remedies

7) Eligible remedies include:
a) Any remedy that is directly related to the project;
b) Any remedy that is directly related to the employee;
c) Any remedy that is directly related to the employer.

Eligible Recipients

8) Eligible recipients include:
a) Any person who is employed by an eligible employer;
b) Any person who is self-employed.

Eligible Users

9) Eligible users include:
a) Any person who is employed by an eligible employer;
b) Any person who is self-employed.

Eligible Payments

10) Eligible payments include:
a) Any payment that is directly related to the project;
b) Any payment that is directly related to the employee;
c) Any payment that is directly related to the employer.

Eligible Periods

11) Eligible periods include:
a) Any period that is directly related to the project;
b) Any period that is directly related to the employee;
c) Any period that is directly related to the employer.

Eligible Locations

12) Eligible locations include:
a) Any location that is directly related to the project;
b) Any location that is directly related to the employee;
c) Any location that is directly related to the employer.

Eligible Activities

13) Eligible activities include:
a) Any activity that is directly related to the project;
b) Any activity that is directly related to the employee;
c) Any activity that is directly related to the employer.

Eligible Meetings

14) Eligible meetings include:
a) Any meeting that is directly related to the project;
b) Any meeting that is directly related to the employee;
c) Any meeting that is directly related to the employer.

Eligible Records

15) Eligible records include:
a) Any record that is directly related to the project;
b) Any record that is directly related to the employee;
c) Any record that is directly related to the employer.

Eligible Documents

16) Eligible documents include:
a) Any document that is directly related to the project;
b) Any document that is directly related to the employee;
c) Any document that is directly related to the employer.

Eligible Reports

17) Eligible reports include:
a) Any report that is directly related to the project;
b) Any report that is directly related to the employee;
c) Any report that is directly related to the employer.

Eligible Agreements

18) Eligible agreements include:
a) Any agreement that is directly related to the project;
b) Any agreement that is directly related to the employee;
c) Any agreement that is directly related to the employer.

Eligible Contracts

19) Eligible contracts include:
a) Any contract that is directly related to the project;
b) Any contract that is directly related to the employee;
c) Any contract that is directly related to the employer.

Eligible Liabilities

20) Eligible liabilities include:
a) Any liability that is directly related to the project;
b) Any liability that is directly related to the employee;
c) Any liability that is directly related to the employer.

Eligible Assets

21) Eligible assets include:
a) Any asset that is directly related to the project;
b) Any asset that is directly related to the employee;
c) Any asset that is directly related to the employer.

Eligible Investments

22) Eligible investments include:
a) Any investment that is directly related to the project;
b) Any investment that is directly related to the employee;
c) Any investment that is directly related to the employer.

Eligible Liabilities

23) Eligible liabilities include:
a) Any liability that is directly related to the project;
b) Any liability that is directly related to the employee;
c) Any liability that is directly related to the employer.

Eligible Investments

24) Eligible investments include:
a) Any investment that is directly related to the project;
b) Any investment that is directly related to the employee;
c) Any investment that is directly related to the employer.

Eligible Liabilities

25) Eligible liabilities include:
a) Any liability that is directly related to the project;
b) Any liability that is directly related to the employee;
c) Any liability that is directly related to the employer.

Eligible Investments

26) Eligible investments include:
a) Any investment that is directly related to the project;
b) Any investment that is directly related to the employee;
c) Any investment that is directly related to the employer.

Eligible Liabilities

27) Eligible liabilities include:
a) Any liability that is directly related to the project;
b) Any liability that is directly related to the employee;
c) Any liability that is directly related to the employer.

Eligible Investments

28) Eligible investments include:
a) Any investment that is directly related to the project;
b) Any investment that is directly related to the employee;
c) Any investment that is directly related to the employer.

Eligible Liabilities

29) Eligible liabilities include:
a) Any liability that is directly related to the project;
b) Any liability that is directly related to the employee;
c) Any liability that is directly related to the employer.

Eligible Investments

30) Eligible investments include:
a) Any investment that is directly related to the project;
b) Any investment that is directly related to the employee;
c) Any investment that is directly related to the employer.

Eligible Liabilities

31) Eligible liabilities include:
a) Any liability that is directly related to the project;
b) Any liability that is directly related to the employee;
c) Any liability that is directly related to the employer.
Include: 
Participant: Active

Claim Start Date: 2012/03/05 Claim End Date: 2012/03/30

### Participant Totals
- Total Contribution: $9,200.00
- Spent: $0.00
- Balance: $9,200.00

### Subsidized
- Subsidy Rate: $5.00
- Total Hours: 160
- Total Wages: $800.00

### Employer Submitted
- Hourly Rate: $10.00
- Total Hours: 160
- Total Wages: $1,600.00

### Adjustment
- Comment:
  - 11WS0131NLW-1
  - 11WS0131NLW-3
  - 11WS0131NLW-16
  - 11WS0131NLW-17

Created: 2012/04/04 8:18:23 am Created By: Betty Smith
Revised: 2012/04/11 9:59:51 am Revised By: Betty Smith
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<td>2,200.00</td>
<td>EFR1213763G</td>
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<td>19-JUN-12</td>
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Total for Vendor: 22,100.00
Please issue a cheque in the amount of $2,300.00 to pay for the invoices listed below. The original invoices are attached. The cheque should be made payable to:

Vendor Number: 40099336  
Tourism Bell Island  
P. O. Box 279  
Bickfordville  
NL  
A0A 1H0

<table>
<thead>
<tr>
<th>Invoice Number</th>
<th>Invoice Date</th>
<th>File Number</th>
<th>Date Received</th>
<th>Pay Code</th>
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(FMSP Code: 01-1450-160-5060-1061-000000-0000)
# Code Summary

**Vendor Number:** 40099336  
**Vendor Name:** Tourism Bell Island

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<th>LMSI Code</th>
<th>Project Code</th>
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<td>$2,300.00</td>
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**Total:**  
$2,300.00 | $0.00 | $2,300.00
**Department of Advanced Education and Skills**  
**Career, Employment and Youth Services**  
**PAYMENT REQUISITION**

**PROGRAM:**  Wage Subsidy - NLWorks

**Project #:** 11WS03131  
**Invoice Date:** 2012/06/18 9:17:56AM  
**Invoice #:** EPR12137833

**Payable To:**  
Tourism Bell Island  
P. O. Box 279  
Buckfordville  
NL, Canada A0A 4H0

**Amount Payable:**  
$2,300.00

**Period Covered for this Payment:**  
2012/03/31 to 2012/05/31

**Account Centre # (Program/Region):**  
01-1450-160-5060-1061-000000-0000

**Prepared By:** Joan Pope  
**Verified By:** Jennifer Thoms
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Total for Vendor: $920.00
PAYMENT REQUISITION

PROGRAM: Wage Subsidy - NL Works

Project #: 11WS03131
Invoice Date: 2012-07-12
Invoice #: FPR12139398

Payable To:
Tourism Bell Island
P.O. Box 279
Backfordville
NL, Canada A0A 4H0

Amount Payable: $920.00

Period Covered for this Payment:
From 2012-06-01 To 2012-06-24

Account Centre #: (Program Region) 011-121-0100-5660-000000-000000-000000

Prepared By: Joan Pope
Verified By: Carol Tobin
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Total for Vendor: $610.00
**Department of Advanced Education and Skills**  
**Career, Employment and Youth Services**  
**PAYMENT REQUISITION**

**PROGRAM:** Wage Subsidy - NLWorks

**Project #:** 11WS03131  
**Invoice Date:** 2012/08/13 12:00:00AM  
**Invoice #:** EPR12143083

**Payable To:** Tourism Bell Island  
P. O. Box 279  
Bickfordville  
NL, Canada A0A 4H0

**Amount Payable:** $ 610.00

**Period Covered for this Payment:**  
2012/06/30 **From**  
2012/07/27 **To**

**Account Centre # (Program/Region):** 01-1450-160-5050-1061-000000-0000

**Prepared By:** Joan Pope

**Verified By:** Jennifer Thoms
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Total for Vendor: $859.63
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Total for Vendor: 57,997.00
MEMORANDUM

TO: Bren Hanlon, Departmental Comptroller
Department of Advanced Education and Skills

FROM: Candice Ennis-Williams
Director of Adult Learning and Literacy

RE: Request for First Payment to Community-based ABE Program

Please be advised that I am approving payment in the amount of $57,997 to Tourism Bell Island Inc., as per the attached Agreement. This is the first of two instalments for the delivery of Level I, II, III of the ABE Program.

Tourism Bell Island Inc
P.O. Box 279
West Mines, Bell Island, NL
A0A 4H0

Vendor #: 40099336

This expenditure should be charged to 01 1655 130 5280 1050

Candice Ennis-Williams, Director
Adult Learning and Literacy

CERTIFICATION - S.30(1) of the Financial Administration Act

Dept: Advanced Education and Skills
Division/Program: Adult Learning & Literacy

Grante PO #: 0165513052801050
Vendor #: 40099336

Certified for payment

[Signature]
AGREEMENT FOR SERVICES
ADULT BASIC EDUCATION (ABE) LEVEL I, II, III PROGRAM

THIS AGREEMENT is made at St. John's in the Province of Newfoundland and Labrador effective the 19th day of December 2012.

BETWEEN: HER MAJESTY THE QUEEN IN RIGHT OF Newfoundland and Labrador, as represented by the Honourable Minister of Advanced Education and Skills (herein called the "Client"), of the one part,

AND: Tourism Bell Island Inc., (herein called the "Primary Contractor"), of the other part.

WHEREAS:

(1) The Client has offered the Primary Contractor a contract to provide an Adult Basic Education (ABE) Level I, II, III Program;

(2) The Primary Contractor has agreed to accept the contract and provide the Adult Basic Education (ABE) Level I, II, III Program as required by the Client.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements herein and subject to the terms and conditions set out in this Agreement, the parties agree as follows:

1. Definitions

1.1 "Department" and/or "Client" means the Department of Advanced Education and Skills.

1.2 "Eligible Expenditures" means expenditures, as approved by the Client, made by the Primary Contractor in respect of and for the sole use of the Project in accordance with the parameters and criteria as set out in Schedule "B", attached hereto, which Schedule "B" forms part of this Agreement.

1.3 "Force Majeure" means an act of God, strike, lock-out, act of public enemy, war, blockade and civil disturbance.

1.4 "Governing Body" means those persons appointed as the responsible authorities for the Tourism Bell Island Inc.

1.5 "Intellectual Property" means all data, designs, plans, drawings, specifications, research, reports, notes, estimates, summaries, calculations, surveys, papers, completed work, and work in progress and such other information and materials or parts thereof as are compiled, drawn and produced by the Primary Contractor in performing this Project, including...
computer printouts and computer models and all copyrights thereto and all
copyrights, trademarks and industrial designs arising therefrom.

1.8 "Program" means the provision of an Adult Basic Education (ABE) Level
I, II, II Program in accordance with the parameters and criteria as set out in
Schedule "A", attached hereto, which Schedule "A" forms part of this
Agreement.

1.7 "Project" means the provision of services as set out in Section 3, Primary
Contractor's Obligations.

1.8 "Records" means financial statements, books of accounts and student files
pursuant to this Agreement.

2. Primary Contractor Representations and Warranties

2.1 The Primary Contractor represents and warrants that:

2.2.1 It is organized and is operating solely for nonprofit purposes,

2.2.2 It does not and will not provide income for the personal benefit of the
Governing Body.

2.2.3 Paid staff of Tourism Bell Island Inc, are not and will not be appointed
to the Governing Body.

3. Primary Contractor's Obligations

3.1 The Primary Contractor will deliver the Program from January 2013 to June
2013.

3.2 The Primary Contractor will perform the following activities:

3.2.1 Undertake awareness activities to attract potential
students and mentors. These activities will also be designed to gain
support for the Program among partners in other sectors of the
community.

3.2.2 Hire all personnel required for the program according to standard
hiring practices. The Primary Contractor is the designated employer
of any staff hired to carry out the work of this Project.

3.3.3 Adhere to and implement any policies and procedures that may,
during the currency of this Agreement, be given by the Client.

3.3.4 Purchase and maintain at its own expense, General Liability and other
required insurance, for the term of this Agreement.

3.3.5 Maintain current Fire and Health Certificates.

3.3.6 Request each student, upon enrollment, to sign the form attached
hereto as Schedule "C" and forward the executed forms to the Client.
3.3.7 Primary Contractor will appoint a minimum of two individuals as signing officers for the delivery agency. All Agency cheques must contain the signatures of these two signing officers.

4. **Client’s Obligations**

4.1 Decisions, instructions, acceptances and information as are reasonably required by the Primary Contractor in the performance of this Agreement.

5. **Audit and Inspection**

5.1 The Primary Contractor will:

5.1.1 Keep and maintain Records during the currency of this Agreement.

5.1.2 Ensure that the financial statements and books of accounts clearly demonstrate that shared costs and interest are properly apportioned or credited to the Project.

5.1.3 If requested by the Client, deliver all Records to the Client within 14 days following the termination of this Agreement.

5.1.4 Ensure access by the Client during regular business hours to all Records and to the premises where the Program is being delivered in order that the Client may review, inspect, monitor and audit the delivery of the Program.

5.1.5 Provide the Client with the proper facilities to carry out its rights under this Section and provide the Client with copies of all requested records.

6. **Interim Financial Reports**

6.1 The Primary Contractor will submit for approval interim financial reports and statements on 25 February, 2013 and 28 June, 2013.

7. **Acknowledgment**

7.1 Any report, announcement, advertisement, brochure, audiovisual material, design or other public communication or publication relating to this Agreement will acknowledge the financial contribution of the Department of Advanced Education and Skills.

8. **Payment**

8.1 The total payment under this Agreement by the Client to the primary Contractor will not exceed $96,994. This funding is to be used solely for the purposes outlined in this Agreement.

8.2 The funds payable under this Agreement will be paid in two installments as follows:
8.2.1 The first installment in the amount of $57,907 will be paid in December 2012 upon receipt by the Client of satisfactory written confirmation that a minimum of 12 students have been assessed and enrolled in the Program.

8.2.2 The second installment in the amount of $38,997 will be paid within 10 days of approval of the 25 February 2013 Interim financial statement as required in Section 6 and the 25 February 2013 progress report as required in Schedule A.

8.3 Payment of any financial assistance under this agreement is subject to the availability of funds.

9. Repayment

9.1 The Primary Contractor will repay to the Client the amount of any financial assistance to which it is not entitled. The amounts to which it is not entitled include:

9.1.1 The amount of any payments made in error;

9.1.2 The amount of any payments made for costs in excess of the amount actually incurred for those costs; and

9.1.3 The amount of any payments that were used for costs that were not eligible for reimbursement under this agreement.

10. Entire Agreement

10.1 This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements or arrangements, written or oral, relating to the Project.

11. Confidentiality

11.1 The Primary Contractor will not divulge, or authorize anyone else to divulge, either during the currency or after the completion or termination of this Agreement, any information to which the Primary Contractor becomes privy as a consequence of the performance of obligations under this Agreement.

12. Non-Waiver

12.1 The failure of the Client to insist upon or enforce in any instance strict performance by the Primary Contractor of any of the terms of this Agreement or to exercise any rights herein conferred will not be construed as a waiver or a relinquishment to any extent of the Client's right to assert or rely upon any such terms or rights on any future occasion.

13. Liability

13.1 Before making any payment in accordance with Section 8, the Client may
require the Primary Contractor to furnish evidence that the work done under this Agreement for which payment is being made is free and clear from any and all lawful claims.

13.2 The Primary Contractor will indemnify and hold harmless the Client from and against any liability arising from the performance or nonperformance of this Project, except claims for damages resulting from the negligence of an employee, agent or representative of the Client in the exercise of the duties within the scope of his employment.

13.3 The Primary Contractor, its employees and agents will, at all times, comply with all applicable laws, ordinances, statutes, rules, regulations and orders of governmental and municipal authorities, and will give due regard to all business practices and local customs prevailing in the Province of Newfoundland and Labrador.

14. **Intellectual Property**

14.1 All Intellectual Property created pursuant to this Agreement will be and become the property of the Client and will be delivered to the Client upon completion of the Project or upon earlier termination of this Agreement. The Primary Contractor may retain for his own internal purposes copies of Project reports and related data but the Primary Contractor will not divulge, release or publish same or any part thereof without the prior written permission of the Client.

15. **Benefits**

15.1 No member of the House of Assembly of the Province of Newfoundland and Labrador will be admitted to any part or share of the payments made pursuant to this Agreement or to any benefits to arise therefrom.

16. **Termination**

16.1 This Agreement may be terminated by the Client by giving the Primary Contractor fourteen days notice where the Primary Contractor is in breach of this Agreement.

16.2 The Primary Contractor may upon one month notice to the Client terminate this Agreement.

16.3 All outstanding statements of account for work done to date of termination will be paid in accordance with Clause 8.1.

16.4 Within fourteen days of termination, all unspent funds and assets acquired by the Primary Contractor, through funds received under this Agreement, will be paid to and, in the case of assets, delivered to the Client.

17. **Assignments**

17.1 The Primary Contractor will not assign this Agreement in whole or in part without the express written consent of the Client.
17.2 Any such assignment will not relieve the Primary Contractor from responsibility for the performance of any obligations imposed pursuant to this Agreement.

18. **Notice**

18.1 All notices, claims, payments, reports and other communications required under this Agreement will be in writing. The addresses for service are as follows:

For the Client:
Department of Advanced Education and Skills
P.O. Box 8700
3rd Floor, West Block, Confederation Building
St. John’s, NL
A1B 4J6

For the Primary Contractor:
Tourism Bell Island Inc.
#2 Road, P.O. Box 279
West Mines
Bell Island, NL
AQA 4H0

18.2 Notices, requests or documents will be deemed to have been received by the addressee as follows:

18.2.1 As of the date on which they are delivered where delivery is by messenger or special courier service,

18.2.2 As of the date on which they are sent where delivery is by telex or other means of telecommunication; and

18.2.3 Six days after delivery to Canada Post Corporation where the postal service is used.

19. **Worker’s Compensation Insurance**

19.1 In respect of any work connected with or arising from this Agreement which is to be performed or completed in the Province, the Primary Contractor will provide evidence of compliance with all requirements of the Province of Newfoundland and Labrador with respect to Worker’s Compensation including payments due thereunder.
20. **Venue**

20.1 This Agreement will be governed by and interpreted according to the laws of the Province of Newfoundland and Labrador, and all actions, suits, and proceedings arising out of this Agreement will be determined in a court of competent jurisdiction in the Province of Newfoundland and Labrador, subject to any right of appeal to the Supreme Court of Canada.

21. **Effect of Agreement**

21.1 Nothing in this Agreement constitutes the Primary Contractor as a servant or agent of Her Majesty the Queen in Right of Newfoundland and Labrador.

22. **Force Majeure**

22.1 The obligations of the Client and Primary Contractor under this Agreement will be suspended for the period of time that a condition of Force Majeure exists.

23. **Renewal**

23.1 This Agreement may be extended before termination on an annual basis upon written agreement by both parties.

23.2 The Client may impose additional terms and conditions on any renewal.

IN WITNESS WHEREOF these presents are executed by the parties hereto as of the date first above written as follows:

[Signatures]

Minister of Advanced Education and Skills/Designate

Tourism Bell Island Inc.

#2 Road, P.O. Box 279

West Mines, Bell Island, NL

A0A 4H0
SCHEDULE A

Adult Basic Education (ABE) Level I, II, III Program

The Primary Contractor will ensure that in the provision of the Adult Basic Education (ABE) Level I, II, III Program the following criteria and conditions are met:

- The Program is delivered to adults (aged 18+) and who have not been enrolled in the K-12 school system for a minimum of one year.
- It operates from an identifiable and accessible location.
- The classroom provides for a minimum space of twenty-five (25) square feet per student.
- The Instructor will provide 25 hours of instruction and receive 10 hours of preparatory time each week. Students will be instructed as per the designated learning outcomes for Level I, II, III students, as outlined in the provincial ABE Level I Program/curriculum guides. The instructor will use a variety of supplementary materials that are consistent with the program’s philosophy, suitable for adults, relevant to students’ needs, and are in accordance with the Human Rights Code.
- The Primary Contractor will notify the Department of Advanced Education and Skills prior to any unscheduled interruptions in instruction including, but not limited to, instructor illness and non-provincial holidays.
- The Primary Contractor will immediately notify the Department of Advanced Education and Skills if the instructor changes at any point during the duration of this contract.
- All new instructors must be approved by the Department of Advanced Education and Skills prior to hiring.
- Instructors must meet qualifications as per Department of Advanced Education and Skills requirements.
- The Primary Contractor will notify the Department of Advanced Education and Skills of any site closures including, but not limited to, class visits to libraries or other off-site locations.
- The Program offers classroom-based ABE Level I, II, III instruction with a student/instructor ratio of 12:1, 15:1 respectively. The Primary Contractor will maintain a full enrollment of 12 students for Level I, 15 students for Levels II and III, for the duration of the Agreement.
- The Primary Contractor will maintain a list of prospective students who have been assessed, deemed eligible and awaiting admittance to the Program. This list will be updated on a monthly basis.
- Students will be instructed as per the designated learning outcomes for Level I, II, III students, as outlined in the provincial ABE Curriculum/Program Guides. The instructors will use a variety of supplementary materials that are consistent with the program’s philosophy, suitable for adults, relevant to students’ needs, and are in accordance with the Human Rights Code.
- The Primary Contractor will ensure that instructors participate in professional development activities and teleconferences sponsored, and/or designated and deemed mandatory, by the Department of Advanced Education and Skills.
- The Primary Contractor will establish and maintain links with various referral sources and community agencies as well as other relevant educational programs and organizations in order to:
  - help students access support services
  - help students move successfully from one level to another, to other types of training or to employment
- Integrate and strengthen literacy delivery at the local level
- Meet program goals
- Volunteer tutors must be screened as per standard screening tools and receive thorough orientation and/or training sessions.
- Intake assessments are performed on all potential students to determine eligibility for the ABE Level I, II, III Program. This assessment tool should be either the Brigance Inventory of Essential Skills, Canadian Adult Achievement Test (CAAT) or other assessment tool as approved by the Department of Advanced Education and Skills.
- The Primary Contractor is responsible for the receipt and review of monthly student progress reports. Quarterly reports should also be received and reviewed using one of the assessment tools noted above. The Board agrees to utilize any forms as provided by the Department of Advanced Education and Skills. The information from these progress reports will be submitted to the Department of Advanced Education and Skills as follows:
  - Student progress reports, attendance records, and other general reporting information requested by, and to the satisfaction of, the Department will be submitted on 24 February 2013 and 29 June 2013.
- Instructors will maintain daily student attendance records
- Organizations wishing to amend the 2012-13 operational budget as previously approved, must submit the proposed changes in the form of a request, in writing, to the Department of Advanced Education and Skills. Departmental approval must be granted before any changes to the budget can be implemented.
- Student exit forms (as provided by the Department of Advanced Education and Skills) must be completed and submitted to the Department of Advanced Education and Skills no later than 2 weeks after the student’s last day of classes.
- Grade level increases of .5 to 1.0 should occur with 20-60 instructional hours. If student progress and advancement are less than the expectations as noted, the Department of Advanced Education and Skills will expect the Board, through the Program Coordinator/Instructor to take appropriate measures to rectify the situation. Measures may include, but are not limited to, program modifications, instructor review, and/or referral of the student to another facility,
**SCHEDULE B**

2012-13 Terms and Conditions of Eligible Expenses

**Preamble**
- The Government of Newfoundland and Labrador, Department of Advanced Education and Skills, will provide funding to deliver the provincial Adult Basic Education (ABE) Level I, II and III as per the Terms and Conditions of Eligible Expenses.
- In-kind and/or financial contributions from other sources are expected as this program is ineligible for 100% provincial grant funding.
- Guaranteed and potential revenue is in-kind and/or financial contributions from the organization or from other sources.
- Any changes, alterations, additions to the budget which may affect expenses must be approved by the Department of Advanced Education and Skills.
- Ensure all financial statements and books of accounts clearly demonstrate eligible expenses are properly recorded.
- All eligible expenses under this Agreement are to be used solely for the purposes outlined.

**Eligible Expenses**
- Grant funding will be provided for
  - Salaries plus MERC - instructor wages/benefits, up to a maximum of $30/hr for 35 hours/week. The sponsoring organization, as the employer, may increase the instructor's wage but funding for wages which exceed $30/hr must come from a separate funding source.
  - Facilities - space rental for student learning sessions with a minimum of 25 square feet available for each enrolled student and for an ongoing office for the instructor, computer lease, heat and lights, equipment lease, furniture lease, IT support and telephone, fax, internet fees.
  - Materials - e.g., paper, pencils, office supplies, resource materials.
  - Publicity - promotional and recruitment items related to program delivery, e.g., brochures, ads.
  - Capital costs - e.g., the purchase of computers, furniture and equipment.
  - Program administration - including budget monitoring, paperwork related to student enrollment, recruitment, and/or assessment, any travel-related expenses of an administrative nature specific to the program, for example: meeting attendance, student assessments, instructor recruitment.

**Ineligible Expenses**
- Ineligible expenses include, but are not limited to, liability insurance and other required insurance, salaries for support staff (e.g. secretarial, custodial), meals, personal items, accommodations, legal advice.
January 01, 2013

To: The Client (Department of Advanced Education and Skills)
From: Tourism Bell Island

Please be advised that we are ready to proceed with the ABE Program: Levels I, II and III on Bell Island in accordance with the terms of the contract and the updated budget as dated Dec. 17th, 2012.

Please see budget attached. Budget includes salary/salaries and all perks which are inclusive of vacation pay at 4%, CPP, EI, and Workers Comp. to be paid from the funds allocated under page 3, clause 8, titled (Payment).

Terry Parsons (Chair Tourism Bell Island)

Henry Crane (Vice Chair Tourism Bell Island)
Dec. 17th, 2012

Hi Joseph here is a break down of the budget for salaries as requested.

**Instructional payroll January 07th-March 31st, 2013 for 2.5 employees**

Weekly payroll based on $30.00 per hour for 35 hours weekly.
Total hours per week: 87.5 hours
Base salaries for 87.5 hours = $2625.00

**Weekly Merks:**

- Vacation pay 4% = $105.00
- CPP = $124.00
- EI = $71.90

Workers Comp (2.5%) = $73.10

Base salary + merks on a weekly basis = $2,999.72

Twelve week total salary budget from January 07th - March 31, 2013 = $35,996.64. The same salary figures can be used to calculate the instructor budget for April, May and June. NOTE: the latter pay period of April to the end of June would be a thirteen week period.

As per our original requested budget, we also request the budget of $15,000.00 for materials and supplies and the publicity item of $7,000.00 in our original budget for printing, marketing, distribution to attract and potential students.

**RECAP:** $35,996.64...... Salaries January 07th-March 31st, 2013

- $15,000.00......Materials January 07th- June 30th, 2013

- $7,000.00......Marketing, distribution, professional printing

**Total requested budget up to and including March 31st, 2013; $57996.94**

Let me know Joseph if you require anything else. Have a good day.

Henry
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Total for Vendor: $2,081.50
**PAYMENT REQUISITION**

**Program:** Wage Subsidy - NL Works  

Project #: 11WS01131  

Invoice Date: 2013/01/10  12:00:51PM  

Invoice #: EPR12159910  

**Payable To:**  
Tourism Bell Island  
P. O. Box 379  

Bickfordville  
NL, Canada A0A 4H0  

Amount Payable:  
$ 2,081.50  

**Period Covered for this Payment:**  
2012/08/20 **To** 2012/11/18  
From  

**Account Centre # (Program Region):**  
01-1150-160-5060-1061-000000-0000  

**Prepared By:**  
Joan Pope  

**Verified By:**  
Carol Tobin
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Total for Vendors: $38,997.00
March 5, 2013

MEMORANDUM

TO: Bren Hanlon, Departmental Comptroller
Department of Advanced Education and Skills

FROM: Candice Ennis-Williams
Director of Adult Learning and Literacy

RE: Request for Second Payment to Community-Based ABE Program

Please be advised that I am approving payment in the amount of $38,997 to Tourism Bell Island Inc., as per the attached Agreement. This is the second of two instalments for the delivery of Level I, II, and III of the ABE Program

Tourism Bell Island Inc.
#2 Road, P.O. Box 279
West Mines
Bell Island, NL
A0A 4H0

Vendor #: 40099336

This expenditure should be charged to 01 1655 130 52B0 1050.

Candice Ennis-Williams, Director
Adult Learning and Literacy
AGREEMENT FOR SERVICES
ADULT BASIC EDUCATION (ABE) LEVEL I, II, III PROGRAM

THIS AGREEMENT is made at St. John's in the Province of Newfoundland and Labrador effective the 19th day of December 2012.

BETWEEN: HER MAJESTY THE QUEEN IN RIGHT OF Newfoundland and Labrador, as represented by the Honourable Minister of Advanced Education and Skills (herein called the "Client"), of the one part,

AND: Tourism Bell Island Inc., (herein called the "Primary Contractor"), of the other part.

WHEREAS
(1) The Client has offered the Primary Contractor a contract to provide an Adult Basic Education (ABE) Level I, II, III Program;

(2) The Primary Contractor has agreed to accept the contract and provide the Adult Basic Education (ABE) Level I, II, III Program as required by the Client.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements herein and subject to the terms and conditions set out in this Agreement, the parties agree as follows:

1. Definitions
1.1 "Department" and/or "Client" means the Department of Advanced Education and Skills.
1.2 "Eligible Expenditures" means expenditures, as approved by the Client, made by the Primary Contractor in respect of and for the sole use of the Project in accordance with the parameters and criteria as set out in Schedule "B", attached hereto, which Schedule "B" forms part of this Agreement.
1.3 "Force Majeure" means an act of God, strike, lock-out, act of public enemy, war, blockade and civil disturbance.
1.4 "Governing Body" means those persons appointed as the responsible authorities for the Tourism Bell Island Inc.
1.5 "Intellectual Property" means all data, designs, plans, drawings, specifications, research, reports, notes, estimates, summaries, calculations, surveys, papers, completed work, and work in progress and such other information and materials or parts thereof as are compiled, drawn and produced by the Primary Contractor in performing this Project, including
computer printouts and computer models and all copyrights thereto and all
patents, trademarks and industrial designs arising therefrom.

1.8 "Program" means the provision of an Adult Basic Education (ABE) Level I, II,
III Program in accordance with the parameters and criteria as set out in
Schedule "A", attached hereto, which Schedule "A" forms part of this
Agreement.

1.7 "Project" means the provision of services as set out in Section 3, Primary
Contractor's Obligations.

1.8 "Records" means financial statements, books of accounts and student files
pursuant to this Agreement.

2. Primary Contractor Representations and Warranties

2.1 The Primary Contractor represents and warrants that:

2.2.1 It is organized and is operating solely for nonprofit purposes.

2.2.2 It does not and will not provide income for the personal benefit of the
Governing Body.

2.2.3 Paid staff of Tourism Bell Island Inc. are not and will not be appointed
to the Governing Body.

3. Primary Contractor's Obligations

3.1 The Primary Contractor will deliver the Program from January 2013 to June
2013.

3.2 The Primary Contractor will perform the following activities:

3.2.1 Undertake community awareness activities to attract potential
students and mentors. These activities will also be designed to gain
support for the Program among partners in other sectors of the
community.

3.2.2 Hire all personnel required for the program according to standard
hiring practices. The Primary Contractor is the designated employer
of any staff hired to carry out the work of this Project.

3.3.3 Adhere to and implement any policies and procedures that may
during the currency of this Agreement, be given by the Client.

3.3.4 Purchase and maintain at its own expense, General Liability and other
required insurance, for the term of this Agreement.

3.3.5 Maintain current Fire and Health Certificates.

3.3.6 Request each student, upon enrollment, to sign the form attached
hereto as Schedule "C" and forward the executed forms to the Client.
3.3.7 Primary Contractor will appoint a minimum of two individuals as signing officers for the delivery agency. All Agency cheques must contain the signatures of these two signing officers.

4. **Client’s Obligations**

4.1 Decisions, instructions, acceptances and information as are reasonably required by the Primary Contractor in the performance of this Agreement.

5. **Audit and Inspection**

5.1 The Primary Contractor will:

5.1.1 Keep and maintain Records during the currency of this Agreement.

5.1.2 Ensure that the financial statements and books of accounts clearly demonstrate that shared costs and interest are properly apportioned or credited to the Project.

5.1.3 If requested by the Client, deliver all Records to the Client within 14 days following the termination of this Agreement.

5.1.4 Ensure access by the Client during regular business hours to all Records and to the premises where the Program is being delivered in order that the Client may review, inspect, monitor and audit the delivery of the Program.

5.1.5 Provide the Client with the proper facilities to carry out its rights under this Section and provide the Client with copies of all requested records.

6. **Interim Financial Reports**

6.1 The Primary Contractor will submit for approval interim financial reports and statements on 25 February, 2013 and 28 June, 2013.

7. **Acknowledgment**

7.1 Any report, announcement, advertisement, brochure, audiovisual material, design or other public communication or publication relating to this Agreement will acknowledge the financial contribution of the Department of Advanced Education and Skills.

8. **Payment**

8.1 The total payment under this Agreement by the Client to the Primary Contractor will not exceed $999,994. This funding is to be used solely for the purposes outlined in this Agreement.

8.2 The funds payable under this Agreement will be paid in two installments as follows:
8.2.1 The first installment in the amount of $57,997 will be paid in December 2012 upon receipt by the Client of satisfactory written confirmation that a minimum of 12 students have been assessed and enrolled in the Program.

8.2.2 The second installment in the amount of $38,997 will be paid within 10 days of approval of the 25 February 2013 interim financial statement as required in Section 6 and the 25 February 2013 progress report as required in Schedule A.

9. Payment of any financial assistance under this agreement is subject to the availability of funds.

9. Repayment

9.1 The Primary Contractor will repay to the Client the amount of any financial assistance to which it is not entitled. The amounts to which it is not entitled include:

9.1.1 The amount of any payments made in error;

9.1.2 The amount of any payments made for costs in excess of the amount actually incurred for those costs; and

9.1.3 The amount of any payments that were used for costs that were not eligible for reimbursement under this agreement.

10. Entire Agreement

10.1 This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements or arrangements, written or oral, relating to the Project.

11. Confidentiality

11.1 The Primary Contractor will not divulge, or authorize anyone else to divulge, either during the currency or after the completion or termination of this Agreement, any information to which the Primary Contractor becomes privy as a consequence of the performance of obligations under this Agreement.

12. Non-Waiver

12.1 The failure of the Client to insist upon or enforce in any instance strict performance by the Primary Contractor of any of the terms of this Agreement or to exercise any rights herein conferred will not be construed as a waiver or a relinquishment to any extent of the Client's right to assert or rely upon any such terms or rights on any future occasion.

13. Liability

13.1 Before making any payment in accordance with Section 8, the Client may
require the Primary Contractor to furnish evidence that the work done under this Agreement for which payment is being made is free and clear from any and all lawful claims.

13.2 The Primary Contractor will indemnify and hold harmless the Client from and against any liability arising from the performance or non-performance of this Project, except claims for damages resulting from the negligence of an employee, agent or representative of the Client in the exercise of the duties within the scope of his employment.

13.3 The Primary Contractor, its employees and agents will, at all times, comply with all applicable laws, ordinances, statutes, rules, regulations and orders of governmental and municipal authorities, and will give due regard to all business practices and local customs prevailing in the Province of Newfoundland and Labrador.


14.1 All Intellectual Property created pursuant to this Agreement will be and become the property of the Client and will be delivered to the Client upon completion of the Project or upon earlier termination of this Agreement. The Primary Contractor may retain for his own internal purposes copies of Project reports and related data but the Primary Contractor will not divulge, release or publish same or any part thereof without the prior written permission of the Client.

15. Benefits

15.1 No member of the House of Assembly of the Province of Newfoundland and Labrador will be admitted to any part or share of the payments made pursuant to this Agreement or to any benefits to arise therefrom.

16. Termination

16.1 This Agreement may be terminated by the Client by giving the Primary Contractor fourteen days notice where the Primary Contractor is in breach of this Agreement.

16.2 The Primary Contractor may, upon one month notice to the Client terminate this Agreement.

16.3 All outstanding statements of account for work done to date of termination will be paid in accordance with Clause 8.1.

16.4 Within fourteen days of termination, all unspent funds and assets acquired by the Primary Contractor, through funds received under this Agreement, will be paid to and in the case of assets delivered to the Client.

17. Assignments

17.1 The Primary Contractor will not assign this Agreement in whole or in part without the express written consent of the Client.
17.2 Any such assignment will not relieve the Primary Contractor from responsibility for the performance of any obligations imposed pursuant to this Agreement.

18. Notice

18.1 All notices, claims, payments, reports and other communications required under this Agreement will be in writing. The addresses for service are as follows:

For the Client:
Department of Advanced Education and Skills
P.O. Box 8700
3rd Floor, West Block, Confederation Building
St. John's, NL
A1B 4J6

For the Primary Contractor:
Tourism Bell Island Inc
#2 Road, P.O. Box 279
West Mines
Bell Island, NL
A0A 4H0

18.2 Notices, requests or documents will be deemed to have been received by the addressee as follows:

18.2.1 As of the date on which they are delivered where delivery is by messenger or special courier service;

18.2.2 As of the date on which they are sent where delivery is by telecopier or other means of telecommunication; and

18.2.3 Six days after delivery to Canada Post Corporation where the postal service is used.

19. Worker's Compensation Insurance

19.1 In respect of any work connected with or arising from this Agreement which is to be performed or completed in the Province, the Primary Contractor will provide evidence of compliance with all requirements of the Province of Newfoundland and Labrador with respect to Worker's Compensation including payments due therewith.
20. **Venue**

20.1 This Agreement will be governed by and interpreted according to the laws of the Province of Newfoundland and Labrador, and all actions, suits, and proceedings arising out of this Agreement will be determined in a court of competent jurisdiction in the Province of Newfoundland and Labrador, subject to any right of appeal to the Supreme Court of Canada.

21. **Effect of Agreement**

21.1 Nothing in this Agreement constitutes the Primary Contractor as a servant or agent of Her Majesty the Queen in Right of Newfoundland and Labrador.

22. **Force Majeure**

22.1 The obligations of the Client and Primary Contractor under this Agreement will be suspended for the period of time that a condition of Force Majeure exists.

23. **Renewal**

23.1 This Agreement may be extended before termination on an annual basis upon written agreement by both parties.

23.2 The Client may impose additional terms and conditions on any renewal.

IN WITNESS WHEREOF these presents are executed by the parties hereto as of the date first above written as follows:

[Signatures]

Minister of Advanced Education and Skills for Designate

Tourligh-Bell Island Inc.

#2 Road, P.O. Box 279

West Miners, Bell Island, NL

A0A 4H0
The Primary Contractor will ensure that in the provision of the Adult Basic Education (ABE) Level I, II, III Program the following criteria and conditions are met:

1. The Program is delivered to adults (aged 16+) and who have not been enrolled in the K-12 school system for a minimum of one year.
2. It operates from an identifiable and accessible location.
3. The classroom provides for a minimum space of twenty-five (25) square feet per student.
4. The instructor will provide 25 hours of instruction and receive 10 hours of preparatory time each week. Students will be instructed as per the designated learning outcomes for Level I, II, III students, as outlined in the provincial ABE Level I Program/ Curriculum Guides. The instructor will use a variety of supplementary materials that are consistent with the program's philosophy, suitable for adults, relevant to students' needs, and are in accordance with the Human Rights Code.
5. The Primary Contractor will notify the Department of Advanced Education and Skills prior to any unscheduled interruptions in instruction including, but not limited to, instructor illness and non-provincial holidays.
6. The Primary Contractor will immediately notify the Department of Advanced Education and Skills if the instructor changes at any point during the duration of this contract.
7. All new instructors must be approved by the Department of Advanced Education and Skills prior to hiring.
8. Instructors must meet qualifications as per Department of Advanced Education and Skills requirements.
9. The Primary Contractor will notify the Department of Advanced Education and Skills of any site closures including, but not limited to, class visits to libraries or other off-site locations.
10. The Program offers classroom-based ABE Level I, II, III instruction with a student/instructor ratio of 12:1, 15:1 respectively. The Primary Contractor will maintain a full enrollment of 12 students for Level I, 15 students for Levels II and III for the duration of the Agreement.
11. The Primary Contractor will maintain a list of prospective students who have been assessed, deemed eligible and awaiting admittance to the Program. This list will be updated on a monthly basis.
12. Students will be instructed as per the designated learning outcomes for Level I, II, III students, as outlined in the provincial ABE Curriculum/Program Guides. The instructors will use a variety of supplementary materials that are consistent with the program's philosophy, suitable for adults, relevant to students' needs, and are in accordance with the Human Rights Code.
13. The Primary Contractor will ensure that instructors participate in professional development activities and teleconferences sponsored, and/or designated and deemed mandatory, by the Department of Advanced Education and Skills.
14. The Primary Contractor will establish and maintain links with various referral sources and community agencies as well as other relevant educational programs and organizations in order to:
   a. Help students access support services
   b. Help students move successfully from one level to another, to other types of training or to employment
• Integrate and strengthen literacy delivery at the local level
• Meet program goals
• Volunteer tutors must be screened as per standard screening tools and receive thorough orientation and/or training sessions.
• Intake assessments are performed on all potential students to determine eligibility for the ABE Level I, II, III Program. This assessment tool should be either the Brigance Inventory of Essential Skills, Canadian Adult Achievement Test (CAAT) or other assessment tool as approved by the Department of Advanced Education and Skills.
• The Primary Contractor is responsible for the receipt and review of monthly student progress reports. Quarterly reports should also be received and reviewed using one of the assessment tools noted above. The Board agrees to utilize any forms as provided by the Department of Advanced Education and Skills. The information from these progress reports will be submitted to the Department of Advanced Education and Skills as follows:
  o Student progress reports, attendance records, and other general reporting information requested by, and to the satisfaction of, the Department will be submitted on 24 February 2013 and 29 June 2013.
• Instructors will maintain daily student attendance records
• Organizations wishing to amend the 2012-13 operational budget as previously approved, must submit the proposed changes in the form of a request, in writing, to the Department of Advanced Education and Skills. Departmental approval must be granted before any changes to the budget can be implemented.
• Student exit forms (as provided by the Department of Advanced Education and Skills) must be completed and submitted to the Department of Advanced Education and Skills no later than 2 weeks after the student's last day of classes.
• Grade level increases of 5 to 10 should occur with 20-60 instructional hours. If student progress and advancement are less than the expectations as noted, the Department of Advanced Education and Skills will expect the Board, through the Program Coordinator/Instructor to take appropriate measures to rectify the situation. Measures may include, but are not limited to, program modifications, instructor review, and/or referral of the student to another facility.
SCHEDULE B

2012-13 Terms and Conditions of Eligible Expenses

Preamble
- The Government of Newfoundland and Labrador, Department of Advanced Education and Skills, will provide funding to deliver the provincial Adult Basic Education (ABE) Level I, II and III as per the Terms and Conditions of Eligible Expenses.
- In-kind and/or financial contributions from other sources are expected as this program is ineligible for 100% provincial grant funding.
- Guaranteed and potential revenue is in-kind and/or financial contributions from the organization or from other sources.
- Any changes, alterations, additions to the budget which may affect expenses must be approved by the Department of Advanced Education and Skills.
- Ensure all financial statements and books of accounts clearly demonstrate eligible expenses are properly recorded.
- All eligible expenses under this Agreement are to be used solely for the purposes outlined.

Eligible Expenses
- Grant funding will be provided for
  - Salaries plus MERC - instructor wages/benefits, up to a maximum of $30/hr for 35 hours/week. The sponsoring organization, as the employer, may increase the instructor's wage but funding for wages which exceed $30/hr must come from a separate funding source.
  - Facilities - space rental for student learning sessions with a minimum of 25 square feet available for each enrolled student and for an ongoing office for the instructor, computer lease, heat and lights, equipment lease, furniture lease, IT support and telephone, fax, Internet fees.
  - Materials - e.g., paper, pencils, office supplies, resource materials.
  - Publicity - promotional and recruitment items related to program delivery, e.g., brochures, ads.
  - Capital costs - e.g., the purchase of computers, furniture and equipment.
  - Program administration - including budget monitoring, paperwork related to student enrollment, recruitment, and/or assessment, any travel-related expenses of an administrative nature specific to the program, for example: meeting attendance, student assessments, instructor recruitment.

Ineligible Expenses
- Ineligible expenses include, but are not limited to, liability insurance and other required insurance, salaries for support staff (e.g. secretarial, custodial), meals, personal items, accommodations, legal advice.
January 01, 2013

To: The Client (Department of Advanced Education and Skills)

From: Tourism Bell Island

Please be advised that we are ready to proceed with the ABL Program, Levels 1, 11 and 111 on Bell Island in accordance with the terms of the contract and the updated budget as dated Dec, 17th, 2012.

Please see budget attached. Budget includes salary/salaries and all items which are inclusive of vacation pay at 4%, CPP, EI, and Workers Comp to be paid from the funds allocated under page 3, clause 8, titled (Payment).

Terry Parsons (Chair Tourism Bell Island)

Henry Crane (Vice Chair Tourism Bell Island)
Dec 17th, 2012

Hi Joseph here is a break down of the budget for salaries as requested.

**Instructional payroll: January 07th-March 31st, 2013 for 2.5 employees**

Weekly payroll based on $30.00 per hour for 35 hours weekly
Total hours per week: 87.5 hours
Base salaries for 87.5 hours = $2625.00

**Weekly Merits:**

- Vacation pay 4% $105.00
- CPP $124.00
- EI $71.90
- Workers Comp (2.5%) $73.10

Base salary + merits on a weekly basis = $2,999.72

Twelve week total salary budget from January 07th - March 31st, 2013 = $35,996.64. The same salary figures can be used to calculate the instructor budget for April, May and June. NOTE: the latter pay period of April to the end of June would be a thirteen week period.

As per our original requested budget, we also request the budget of $15,000.00 for materials and supplies and the publicity item of $7,000.00 in our original budget for printing, marketing, distribution to attract and potential students.

**RECAP:** $35,996.64 Salaries January 07th-March 31st, 2013

$15,000.00 Materials January 07th-June 30th, 2013

$7,000.00 Marketing, distribution, professional printing

Total requested budget up to and including March 31st, 2013: $57996.64

Let me know Joseph if you require anything else. Have a good day.

Henry
TRC Compliance Checklist

General

INVOICE: Bv20130202

NAME and/or VENDOR: Tourism Bell Island Inc.

1. Has the original invoice/request for payment:
   a. Been altered:
      If yes, please comment:
      Alterations are justified & recorded appropriately
   b. Accuracy of details:
      Totals correctly calculated
      Clear on what is to be paid
      Is vendor/payee clearly stated

2. Does documentation have:
   a. Proper certification of two signatures
   b. Certifier have Authority
   c. Accounting Distribution correct
   d. PO attached, issued before invoice date

3. Does documentation indicate authorization as indicated by EMC 2.0.45?
   - PO, DPO, Grant, Contract, HIM's, MC's, CC's, Legislation, Act, etc.
   - Are there proper Documents attached to support payment request?
      - Signed Grant, Contract, Agreement, DPO, etc.

COMMENTS/FINDINGS:

-reviewed by: ___________________________ date: ____________________

-supervisor instructions: ___________________________ init: ____________________ date: ____________________

project: ___________________________ request more info

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Total for Vendors: $1,260.00
Department of Advanced Education and Skills
Career, Employment and Youth Services
PAYMENT REQUISITION

PROGRAM: Wage Subsidy - Student Employment Program (NPI)

Project #: 13P00891
Invoice Date: 2013/07/16 9:42:42AM
Invoice #: EPR13171174

Payable To: Tourism Bell Island
P.O. Box 279
Bickfordville
NL, Canada A0A 4H0

Amount Payable: $ 1,260.00

Period Covered for this Payment: From To

Account Centre #: (Program Region) 01-1610-160-5180-1061-9000000-0000

Prepared By: Chris Hogan
Verified By: Jennifer Thomps
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Total for Vendor: $62,000.00
September 26, 2013

Please issue the following payment:

Invoice No.: MS9969896        Invoice Amount: $62,000

Payee: Tourism Bell Island Inc.

Account Centre: 01-1655-130-52B0-4920

Payment Details: This is the first of three installments for the delivery of Levels I, II and III of the ABE program as per the attached contract.

Payment Authority: Contract
From: cscorrections
To: cscorrections
Cc: 
Subject: RE: AES RMS 66252
Attachments:

Please use Line Object 1061

Angela Piercey, B.B.A.
Manager of Finance and General Operations
Department of Advanced Education and Skills
Ph: 729-6918
Fax: 729-1379

Hi Angela,

Attached is only one invoice with incorrect line object in the accounting distribution.

All 8 invoices have same incorrect line object in the accounting distribution.

Would you be so kind as to provide the correct line object, so we can have these 8 invoices processed?

You are kindly asked to reply by email with the required corrections and not by mail. We have the original invoice here and we will only hold the invoice here for 48 hours after which time it will be returned to the department.

Thanks,

Corporate Financial Services

657 Topsail Road
AGREEMENT FOR SERVICES
ADULT BASIC EDUCATION (ABE) LEVEL I, II, AND III PROGRAMS

THIS AGREEMENT is made at St. John's in the Province of Newfoundland and Labrador on the 25th day of August, 2013.

BETWEEN: HER MAJESTY THE QUEEN IN RIGHT OF NEWFOUNDLAND AND LABRADOR, as represented by the Honourable Minister of Advanced Education and Skills (the “Client”),

AND: Tourism Bell Island Inc., (the “Service Provider”),

collectively referred to as “The Parties”

WHEREAS:

(1) The Client has offered the Service Provider a contract to deliver Levels I, II, and III of the Provincial Adult Basic Education (ABE) Program in the location of Bell Island, NL;

(2) The Service Provider has agreed to accept the contract and deliver the ABE program as required by the Client.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements herein and subject to the terms and conditions set out in this Agreement, the Parties agree as follows:

1. Definitions

1.1 “ABE Database” means the Adult Basic Education Student Records and Certification System of the Client which houses ABE student records from all ABE Service Providers in Newfoundland and Labrador and allows for immediate retrieval and transcript/diploma generation by ABE Service Providers.

1.2 “Contract Documents” means and includes:

1.2.1 This head agreement (the “Head Agreement”);

1.2.2 The Scope of Work attached as “Schedule A”;

1.2.3 The Consent attached as “Schedule B”;

1.2.4 The Attendance Policy attached as “Schedule C”;

1.2.5 The Student Academic Progression Standards attached as “Schedule D”;

1.2.6 The Student Information and Status Report Form attached as “Schedule E”;

1.2.7 The Cashflow Report Form attached as “Schedule F”; and
1.2.8 The Student Exit Form attached as “Schedule G”.

1.3 “Eligible Expenditures” means expenditures, as approved by the Client, made by the Service Provider in respect of and for the sole use of the Program.

1.4 “Force Majeure” means any cause beyond the control of the Parties hereto which they could not reasonably have foreseen and guarded against, including but not limited to an act of God, strike, lock-out, act of public enemy, war, blockade and civil disturbance.

1.5 “Governing Body” means those persons appointed as the responsible authorities for Tourism Bell Island Inc.

1.6 “Intellectual Property” means all data, designs, plans, drawings, specifications, research, reports, notes, estimates, summaries, calculations, surveys, papers, completed work, and work in progress and such other information and materials or parts thereof as are compiled, drawn and produced by the Service Provider in performing this Work, including computer printouts and computer models and all copyrights thereto and all patents, trademarks and industrial designs arising therefrom.

1.7 “Program” means the provision of Adult Basic Education (ABE) Level I, II, and III Programs in accordance with the parameters and criteria as set out in “Schedule A”.

1.8 “Work” means the provision of services as set out in Article 3 of this Agreement, Service Provider’s Obligations.

1.9 “Records” means financial statements, books of accounts and student files pursuant to this Agreement, including but not limited to records required or referenced, directly or by incorporation, in Scope of Work in “Schedule A”.

1.10 “Reports” means student progress reports and other statistical reports including but not limited to reports required or referenced, directly or by incorporation, in Scope of Work in “Schedule A” or another schedule to this Agreement.

1.11 “Representatives” means directors, officers, employees, consultants, agents, advisors or partners.

2. **Service Provider’s Representations and Warranties**

2.1 The Service Provider represents and warrants that:

2.1.1 It is organized and is operating solely for nonprofit purposes;
2.1.2 It does not and will not provide income for the personal benefit of the Governing Body; and

2.1.3 All personnel receiving payment under this Agreement are not and will not be appointed to the Governing Body.

3. Service Provider’s Obligations

3.1 The Service Provider will deliver the Program for a minimum of 40 instructional weeks between September 2013 and August 2014.

3.2 The Service Provider will do all things necessary to fulfill all of the obligations of the Service Provider as set out in the Contract Documents (the “Work”). The Work will be performed by the Service Provider to the satisfaction of the Client.

3.3 The Service Provider will also perform the following activities:
   3.3.1 Hire all personnel required for the Work;
   3.3.2 Request each student, upon enrollment, to sign the form attached hereto as “Schedule B” and provide forthwith the executed forms to the Client;
   3.3.3 The Service Provider will appoint a minimum of two individuals as signing officers for the delivery agency. All Agency cheques must contain the signatures of these two signing officers;
   3.3.4 The Service Provider will provide the Client with copies of any meeting minutes of the Governing Body held by the Service Provider during the term of this Agreement;
   3.3.5 The Service Provider acknowledges and agrees to make every reasonable effort to ensure each ABE student funded under this Agreement shall achieve the Student Academic Progression Standards set out in “Schedule D”; and
   3.3.6 The Service Provider will complete and sign the form attached hereto as “Schedule G” upon student exit and provide forthwith the executed forms to the Client within five business days.

3.4 The Service Provider agrees, where required by law under legislation applicable to the Service Provider, to obtain further written consent from each student authorizing the share or exchange of a student’s personal information with the Client for the purposes of this Agreement.
4. **Client’s Obligations**

4.1 In addition to payment to the Service Provider required by this Agreement, the Client will provide decisions, instructions, acceptances and information reasonably required by the Service Provider in the performance of this Agreement.

5. **Audit and Inspection**

5.1 The Service Provider will:

5.1.1 Keep and maintain Records during the currency of the Agreement;

5.1.2 Ensure that all Records clearly demonstrate that shared costs and interest are properly apportioned or credited to the Client;

5.1.3 At any time during this Agreement, if requested by the Client, deliver a Record required under this Agreement to the Client upon three business days notice to the Service Provider;

5.1.4 If requested by the Client, deliver all Records to the Client within fourteen days following the termination of this Agreement;

5.1.5 Ensure access by the Client during regular business hours to all Records and to the premises where the Work is being performed in order that the Client may review, inspect, monitor and audit the performance of the Work; and

5.1.6 Provide the Client with the proper facilities to carry out its rights under this Article and provide the Client with copies of all requested Records.

6. **Reports**

6.1 The Service Provider will submit for approval cashflow reports and student progress reports as outlined in “Schedule A” or another schedule to this Agreement on November 29, 2013, February 28, 2014, and June 30, 2014.

6.2 The Service Provider will furnish Reports whether as required by this Agreement or as may be required by the Client from time to time. Including but not limited to reports for the purpose of ensuring compliance with this Agreement, monitoring student progress, verifying student eligibility and attendance, ensuring the Work maintains provincial standards, and research and statistical analysis. This includes, but is not limited to submitting the following:

6.2.1 Monthly attendance reports for ABE students enrolled in the location specified in “Schedule A” as specified by the Client to be submitted within three business days of the end of every month;
6.2.2 Assessments/reports required in “Schedule D”, including as applicable for ABE Level I Service Providers, the Brigance assessment to be submitted on or before the dates set out in “Schedule D”;

6.2.3 The Student Information and Status Report Form in “Schedule E”; and

6.2.4 At least monthly (by the end of every month) entering student information directly into the ABE Database.

6.3 The Service Provider will submit for approval:

6.3.1 Copies of any meeting minutes of the Governing Body held by the Service Provider during the term of this Agreement; and

6.3.2 Copies of all financial statements prepared for the term of this Agreement (review engagement letter for funding amounts up to $100,000; audited financial statements for funding amounts at or exceeding $100,000). The financial statements must contain a breakdown of funding provided by the Client.

6.4 All reports and documentation provided to the Client under this Agreement will be and become the property of the Client. The Service Provider may retain for its own internal purposes copies of Reports and related data, but the Service Provider will not divulge, release or publish same or any part thereof without the prior written permission of the Client.

7. Acknowledgement

7.1 Any report, announcement, advertisement, brochure, audiovisual material, design, or any other public communication or publication relating to this Agreement will acknowledge the financial contribution of the Department of Advanced Education and Skills.

8. Payment

8.1 It is agreed and understood that payments made for the satisfactory performance of the Work pursuant to this Agreement will be made in accordance with the provisions below. Specifically, the total payment under this Agreement by the Client to the Service Provider will not exceed $121,000. This funding is to be used solely for the purposes outlined in this Agreement.

8.2 Upon presentation of required documentation satisfactory to the Client, the Client will make payments to the Service Provider for the satisfactory performance of the Work as follows:
8.2.1 The first installment in the amount of $62,000 will be paid no later than September 30, 2013 upon receipt by the Client of satisfactory written confirmation that all requirements and standards related to the performance of the Work referenced in “Schedule A” have been met. The first installment will be based on upon receipt and approval by the Client of the proposed Program budget as well as written confirmation that a minimum of 12 students have been assessed and enrolled in the Program.

8.2.2 The second installment in the amount of $30,000 will be paid no later than December 31, 2013 upon receipt and approval by the Client of the November 29, 2013 cashflow report as well as student progress reports as outlined in “Schedule A” or another schedule to this Agreement.

8.2.3 The third installment in the amount of $29,000 will be paid no later than March 31, 2014 upon receipt and approval by the Client of the February 28, 2014 cashflow report as well as student progress reports as outlined in “Schedule A” or another schedule to this Agreement.

8.3 The Client may withhold payment of any amount payable under this Agreement where the Service Provider has failed to comply with any term or condition of this Agreement or pending the outcome of an audit conducted under Article 5 of this Agreement.

8.4 The Service Provider will remain obligated to complete the Work notwithstanding that the actual costs of the Service Provider, whether in respect of services, costs or expenses incurred, may exceed amounts payable under this Agreement.

8.5 The Client will not be responsible to pay any amounts identified by the Service Provider which may arise from work, services or expenses incurred to remedy errors or omissions in the Work for which the Service Provider is responsible.

9. Repayment

9.1 The Service Provider will repay to the Client the amount of any payment to which it is not entitled under this Agreement. Upon the Client’s demand for repayment of any amount to which the Service Provider is not entitled the Service Provider will repay the amount demanded with it being agreed between the Parties that any such amount is considered a debt owing to the Client.

9.2 The amounts to which the Service Provider is not entitled include:

9.2.1 The amount of any payments made in error;

9.2.2 The amount of any payments made for costs in excess of the amount actually incurred for these costs; and
9.2.3 The amount of any payments for costs that were not eligible for reimbursement under this Agreement.

10. Entire Agreement

10.1 This Agreement constitutes the entire Agreement between the Parties and supersedes all previous agreements or arrangements, written or oral, relating to the Work. There are no understandings, representations, or warranties of any kind except as expressly set forth herein. Documents described in “Schedule A” will form part of this Agreement by incorporation by reference in “Schedule A” or by direct incorporation into “Schedule A”.

11. In-service Training

11.1 As applicable the Service Provider agrees to attend in-service training for ABE Levels I, II, and III provided by the Client in accordance with requirements specified by the Client.

12. Non-Waiver

12.1 The failure of the Client to insist upon or enforce in any instance strict performance by the Service Provider of any of the terms of this Agreement or to exercise any rights herein conferred will not be construed as a waiver or a relinquishment to any extent of the Client’s right to assert or rely upon any such terms or rights on any future occasion.

13. Liability

13.1 Before making any payment in accordance with Article 8, the Client may require the Service Provider to furnish evidence that the Work for which payment is being made is free and clear from any and all lawful claims.

13.2 The Service Provider will indemnify and hold harmless the Client from and against any liability arising from the performance or non-performance of the Work, except claims for damages resulting from the negligence of a representative of the Client in the exercise of the duties within the scope of its employment.

13.3 In addition to the Service Provider’s obligation to indemnify the Client in respect of any claim set out in Article 13.2 the Service Provider will defend any and all actions by third parties and pay all legal charges, costs and other expenses arising therefrom. Notwithstanding the foregoing, the Client may at its own discretion retain its own solicitors to defend its interests in any such suit or claim, and the legal costs of that defense shall be paid by the Service Provider.

14.1 All Intellectual Property created pursuant to this Agreement will be and become the property of the Client and will be delivered to the Client upon completion of the Work or upon earlier termination of this Agreement. The Service Provider may retain for its own internal purposes copies of Reports and related data but the Service Provider will not divulge, release or publish same or any part thereof without the prior written consent of the Client.

15. Termination

15.1 This Agreement may be terminated by the Service Provider by giving the Client two months written notice of termination.

15.2 Notwithstanding the provisions of this Agreement, the Client may at any time by way of written notice to the Service Provider, terminate this Agreement for cause.

15.3 Where this Agreement is terminated prior to the mutually agreed upon completion date, the Service Provider will thereupon be entitled to payment in accordance with this Agreement in respect of that part of the Work completed up to the date of termination, provided however, that the Service Provider will not be entitled to any other payment in respect of such termination, including, without prejudice to the generality of the foregoing, any payment for any consequential loss or damage arising from termination of this Agreement or in any other way related thereto. The Client will retain the right to set off with respect to any earned but unpaid proceeds then due, any amount owing to the Client pursuant to this Agreement.

16. Assignment

16.1 The Service Provider will not assign this Agreement in whole or in part.

17. Notice

17.1 All notices, claims, payments, reports and other communications required under this Agreement will be in writing.
17.2 The address for service for notices under this Agreement will be:

For the Client:
Attention: Candice Ennis-Williams
Director of Adult Learning and Literacy
Advanced Studies Branch
Department of Advanced Education and Skills
P.O. Box 8700
St. John’s, NL A1B 4J6
CandiceEnnis-Williams@gov.nl.ca

For the Service Provider:
Attention: Henry Crane
Tourism Bell Island Inc.
P.O. Box 279, West Mines
Bell Island, NL A0A 4H0
tourismbellisland@gmail.com

17.3 Notices, requests or documents will be deemed to have been received by the addressee as follows:

17.3.1 As of the date on which they are delivered where delivery is by messenger or special courier service;

17.3.2 As of the date on which they are sent where delivery is by telecopier or other means of electronic telecommunication; and

17.3.3 Six days after delivery to Canada Post Corporation where the postal service is used.

18. General

18.1 This Agreement will be governed by and interpreted according to the laws of the Province of Newfoundland and Labrador, and all actions, suits and proceedings arising out of the Agreement will be determined in a court of competent jurisdiction in the Province of Newfoundland and Labrador, subject to any right of appeal.

18.2 The Service Provider or its Representatives will, at all times, comply with all applicable laws, ordinances, statutes, rules, regulations and orders of governmental and municipal authorities, and will give due regard to all business practices and local customs prevailing in the Province of Newfoundland and Labrador. For greater certainty, the Service Provider agrees to comply with the provisions of the Canadian Charter of Rights and Freedoms, the Newfoundland and Labrador Human Rights Code, 2010, the Newfoundland and Labrador Labour Standards Act and with all
other applicable federal and provincial legislation. The Service Provider will provide (where requested by the Client) evidence of compliance with all requirements of the Province of Newfoundland and Labrador with respect to Worker’s Compensation and/or Occupational Health and Safety, including, without limitation, any payments or compliance orders due or issued thereunder.

18.3 No public employee or member of the House of Assembly of the Province of Newfoundland and Labrador will be admitted to any part or share of the payments made pursuant to this Agreement or to any benefits arising therefrom except in accordance with the Conflict of Interest Act or the House of Assembly Act.

18.4 This Agreement will not be amended except by agreement and in writing between the Parties. This Agreement may be amended or otherwise modified by email provided each Party expressly states the intent and agreement to modify this Agreement.

18.5 This Agreement may be executed in any number of counterparts, each of which will be considered an original of this Agreement, and which together will constitute one and the same instrument. No Party will be bound to this Agreement unless and until all Parties have executed a counterpart. A facsimile signature or an otherwise electronically reproduced signature of either Party will be deemed to be an original.

18.6 This Agreement will inure to the benefit of and be binding upon the Parties hereto, their respective heirs, legal representatives, successors and assigns.

18.7 The obligations of both Parties under this Agreement, which, by their nature, would continue beyond the expiration or earlier termination of this Agreement, will survive the expiration or earlier termination of this Agreement indefinitely.

18.8 Neither Party will be considered in default of performance of its obligations hereunder to the extent that performance of such obligations is delayed, hindered or prevented by Force Majeure.

18.9 Time will be of the essence in this Agreement.

18.10 If any provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, such invalidity or unenforceability will attach only to such provision, and all other provisions hereof will continue in full force and effect.

19. Third Party Liability

19.1 Nothing in this Agreement constitutes the Service Provider as a servant or agent of Her Majesty the Queen in Right of Newfoundland and Labrador. The Service
Provider agrees that, in performance of its obligations under this Agreement, neither the Service Provider nor its Representative will be or be deemed to be an officer, servant or agent of the Client. The Service Provider will act throughout as an Independent service provider.

20. Conflict / Inconsistency

20.1 In the event of any conflict or inconsistency between provisions in the Contract Documents, the Contract Documents will have precedence as follows: first the Head Agreement, second “Schedule A” Scope of Work.

21. Representations

21.1 The Service Provider hereby represents and warrants that every fact stated or represented by the Service Provider or its Representatives to the Client in respect of the Work is true and agrees that the Client will be conclusively deemed to have relied on such representation or statement in entering into this Agreement.

22. Effective Date

22.1 The effective date of this Agreement shall be the date on the first page of this Head Agreement.

23. Renewal

23.1 This Agreement may be renewed before termination on an annual basis upon written agreement by both Parties.

23.2 The Client may impose additional terms and conditions on any renewal.

24. Dispute Resolution

24.1 In case of a dispute arising between the Client and the Service Provider as to their respective rights and obligations under this Agreement, the Parties will first attempt to resolve all matters through friendly negotiation by a meeting between their Representatives upon notice per Article 17. A resolution reached in this way must be reached within ten days of both Parties having knowledge and notice of the dispute and be reduced to writing.

24.2 In the case of a dispute arising between the Client and the Service Provider as to their respective rights and obligations under this Agreement (that has not been resolved pursuant to Article 24.1), either Party may give the other notice of such
dispute and to request arbitration thereof. If both Parties agree, the Parties will, with respect to the particular matters then in dispute, submit the same to arbitration in accordance with the provisions of the Arbitration Act, RSNL1990 cA-14, including such provisions for the appointment of arbitrators.

IN WITNESS WHEREOF these presents are executed by the parties hereto as of the date first above written as follows:

Her Majesty the Queen In Right of Newfoundland and Labrador:

[Signature]

Minister of Advanced Education and Skills or Designate

Witness

Service Provider:

[Redacted]

Tourism Bell Island Inc.

Witness
SCHEDULE A
Scope of Work

Standards for Organizations to Deliver and Certify the Adult Basic Education (ABE) Program

1.0 INTRODUCTION

In these standards “organization” or “organizations’ shall read as “Service Provider” or “Service Providers” respectively. These standards shall be met by a Service Provider in the delivery and certification of the Adult Basic Education (ABE) Program.

2.0 STANDARDS AND REQUIREMENTS

The ABE program was designed with the intent of providing adults who have not completed high school with the opportunity of acquiring a solid, high quality high school equivalency to function in society, and to access further education, training, and employment opportunities. In Newfoundland and Labrador, one of the avenues for achieving high school equivalency is through the provincial ABE program. The ABE program consists of three levels: Level I (basic literacy and numeracy skills); Level II (transitional skills similar to grades 7 – 9); and Level III (corresponds to grades 10 – 12). A minimum of 36 credits in Level III are needed in order to graduate ABE and receive high school equivalency. ABE is delivered using provincially-developed curriculum and is predominantly a self-paced, individualized, classroom-based program. The ABE program is currently delivered on a full-time basis by private training institutions and community-based organizations in rural and urban locations throughout the province. At select locations, ABE is also delivered on a part-time basis, through e-Learning (Level I only), and through evening classes.

All related ABE documents are posted on the AES website at the following link: http://www.aes.gov.nl.ca/adultlearning/index.html. Instructors and administrators of ABE programs are required to follow all ABE related documents on the above site, which include, but are not limited to: Study Guides, Curriculum Guides, Program Guides, Database User’s Manual, and Transfer Guide.

2.1 Instructor Hiring

The organization shall:

- ensure the resume and transcript of marks for each instructor and appropriate documentation for instructor assistants shall be submitted to AES for approval prior to hiring;
- agree to be the designated employer of any staff they hire to deliver the program; and
- ensure that there is a qualified instructor present for any subject area where there is at least one student taking a course in that specific subject.
2.2. Instructor Qualifications
All Instructors shall meet minimum qualifications and be approved by AES to deliver specific ABE levels and subject areas.
Instructors shall:
- hold an Education Degree and have completed at least 6 university courses in the discipline they teach; or
- possess an Adult Education Diploma from a recognized college or university with an undergraduate degree in the subject areas they teach; or
- demonstrate a combination of credentials and experience which is deemed suitable by AES.

2.3 Instructor/Student Ratio
The Instructor/Student Ratio is a comparison of the available number of instructors to the number of students.
The organization shall ensure that the Instructor/Student Ratio be no greater than 1:12 for Level I and 1:15 for Levels II and III combined. Classes may have a combination of levels of students at the same time as long as the Instructor/Student Ratio used is based on the lowest Level of ABE being taught in the class. Therefore, in a class with Level I and II/III students, the maximum number of students per instructor would be 12.

2.4 Building - Minimum Facilities
The organization shall:
- meet a minimum of 25 square feet of classroom space per student;
- ensure its classrooms have natural lighting;
- ensure the facility adheres to accessibility standards as outlined in the Building Accessibility Act and regulations;
- make provisions to accommodate students with physical challenges;
- ensure it has a Municipal Occupancy Permit from the municipal council, as well as relevant Fire and Health inspection Certificates;
- ensure it has general liability, and other applicable insurances as needed;
- ensure it has a private room suitable for consultation with students, quiet study, etc., and
- ensure it has a lunchroom with tables, chairs, a fridge, microwave, and a sink.

Classroom and laboratory facilities will be reassessed on a yearly basis by AES to ensure that quality is maintained.

2.5 Level II/III Science Laboratory
The organization shall have access to a science laboratory as per Section 2.5.1. Where the science laboratory is not direct access, the organization shall ensure it has supporting documentation which outlines the arrangements for access to a science laboratory. If an
organization has a partnership with a local high school approved by AES, the organization will ensure it has a written agreement in place between the organization and the school district. The organization shall also ensure the science laboratory:
- is furnished with 15 workstations and 15 stools;
- contains safety and fire equipment;
- contains a minimum of 15 lab coats and safety goggles; and
- is accessible for persons with physical challenges.

2.5.1 Checklist of Laboratory Facilities, Equipment and Supplies
The following are listed as minimum requirements for offering and certifying Level II/III of the ABE program to an average-sized class of 15 students (quantities should be adjusted to accommodate more/less students). Organizations are encouraged to enrich these requirements. Substitutions, in keeping with alternative delivery approaches, may be accepted upon request.

Where the science laboratory is not direct access, the organization shall include supporting documentation which outlines the arrangements for access to a science laboratory. If organizations wish to have a partnership with local high schools approved by AES, they will need to have a written agreement in place between their institution and the school district. Note variations in quantity or substitutions of any sort.

Physical Plant
- running hot & cold water
- propane supply for Bunsen burners, in accordance with current edition of CAN/CGA-B-149.2 Propane Installation Code (may be replaced by alcohol burners or CSA approved electrical hotplates)
- fume hood (or other external ventilation system)
- electrical outlets, 1 per work station, installed in accordance with the National Building Code
- eye wash station
- shower (or spray attachment at sink)
- fire extinguisher, in accordance with current edition of NFPA-10 Standard for Portable Fire Extinguishers
- first aid kit #2, in accordance with Occupational Health and Safety Regulations
- fire blanket

Equipment
- 2 acceleration timers
- 2 ammeters, DC (may be replaced by combined volt-ohm-ammeters)
- 12 aprons or lab coats
- 1 barometer
- 6 batteries, 6 volt
- 72 beakers, assorted sizes (from 50 mL to 1000 mL)
12 Bunsen burners (or 12 alcohol burners or 3 hot plates)
6 clamps, symmetrical
6 clamps, thermometer
6 dissecting kits
2 dynamics carts
30 flasks, Erlenmeyer, Pyrex, assorted sizes (from 125 mL to 1000 mL)
12 funnels
1 generator (AC/DC)
6 gloves, pairs, heat resistant
6 gloves, pairs, rubber
30 graduated cylinders, assorted sizes (from 10 mL to 1000 mL)
2 Hall's carriages
12 hand lenses
4 lenses, concave
4 lenses, convex
12 light bulbs, miniature & sockets
6 magnets, alnico bar
6 magnetic compasses
30 medicine droppers
12 metre sticks
2 microscopes (with 10x & 40x objectives)
4 mirrors, plane
4 mirrors, concave
4 mirrors, convex
1 motor, St. Louis
2 ohmmeters (may be replaced by combined volt-ohm-ammeters)
1 osmosis apparatus
1 periodic table (chart)
60 petri dishes
24 pipets, assorted sizes (from 5 mL to 25 mL)
2 pipetting devices
6 pulleys
2 power supplies (AC/DC)
1 ray box, with accessories
1 refrigerator
12 retort stands (rods & support bases)
2 rheostats
6 ring supports (if Bunsen Burnners and/or Alcohol Lamps are used)
12 safety goggles
2 scales, metric (eg. platform or electronic)
4 scales, Newton
4 scissors
[] 2  slinky springs
[] 6  knife switches
[] 1  solar system model or chart
[] 2  stopwatches
[] 12  spatulas or spoons
[] 90  test tubes, Pyrex, assorted sizes
[] 12  test tube holders
[] 4  test tube racks
[] 12  thermometers
[] 2  titration equipment kits
[] 6  tongs, flask
[] 1  transformer
[] 2  voltmeters (may be replaced by combined volt-ohm-ammeters)
[] 12  wire gauze squares, ceramic centred (if Bunsen Burners and/or Alcohol Lamps are used)

Chemicals & Supplies

[] 1 L  alcohol
[] 60  candles
[] 12  carbon rods
[] 500 g  copper sulphate
[] 100'  copper wire, insulated
[] 1 L  distilled water (or deionized)
[] 1 box  filter papers
[] 2 boxes  glass slides and cover slips
[] 12  glass rods, stirring
[] 50'  glass tubing, assorted sizes
[] 1 L  hydrochloric acid
[] 500 mL  hydrogen peroxide
[] 500 mL  iodine
[] 500 g  iron filings
[] 1 vial  litmus paper, blue
[] 1 vial  litmus paper, red
[] 12 each  metal strips (copper, zinc, lead, aluminum, iron)
[] 25 g  pepsin
[] 1 roll  pH paper, wide range
[] 1 set  mineral samples
[] 1 set  rock samples
[] 50'  rubber tubing, assorted sizes
[] 2.5 kg  sand
[] 500 g  sodium chloride (table salt)
[] 500 g  sodium bicarbonate (baking soda)
[] 1 L  sodium hydroxide
500 mL stain (eg. methylene blue)
500 g sugar
500 g sulphur
1 L vinegar
1 wood splints, bundle of 500
500 g zinc, mossy

Prepared Slides
2 angiosperms
2 animal cell
2 bacteria, 3 types
2 blue-green algae
2 bone tissue
2 bread mould
2 gymnosperms
2 human blood
2 kidney
2 meiosis (plant & animal)
2 mitosis (plant & animal)
2 monocot/dicot comparison
2 muscle tissue, 3 types
2 nerve cells
2 plant cell
2 protists (eg. amoeba, paramecium, euglena)
2 spirogyra, vegetative & conjugating
2 vascular tissue
2 yeast, budding

Preserved Specimens
1 Animal kingdom set, vertebrates & invertebrates
1 Plant kingdom set

2.6 Student Entrance Requirements
Students entering the ABE program can range from those individuals with no literacy background to those wanting to upgrade or formally graduate. The organization agrees that in order to be accepted into the ABE I, II and III program, a student shall be at least eighteen years of age and out of school for at least one year.

2.7 Student Records
Maintaining student records is a critical aspect of the operation of a training institution. ABE organizations shall issue student transcripts for Levels I, II and III, as well as Level III graduation diplomas. Organizations will be provided access to the provincial ABE Student Records and Certification System (ABE Database).
Organizations shall:
• regularly enter demographic, student participation, academic and completion information in the ABE database for each student enrolled in the organization’s ABE program;
• enter information/records in the ABE database accurately and upon any change in a student’s participation status (e.g., enrolment, course completion(s), program exit, graduation);
• agree to utilize and complete AES forms;
• ensure all transcripts will be generated using the ABE Database and printed on institution-specific paper; and
• ensure that its ABE Level III Diplomas will be generated using the ABE Database and printed on institution-specific paper.

The organization shall additionally accumulate statistics on the following:
• enrolment;
• non-completers;
• attendance;
• assessment results;
• graduates; and
• follow-ups of graduates.

2.8 Institutional Evaluation
A site visit is required prior to delivering the ABE program (further detail outlined in Section 3.0). Organizations also agree to accept follow-up and monitoring by AES for the duration of the time that they deliver the ABE program to ensure adherence to AES procedures and standards.

2.9 Assessment
Organizations are responsible for conducting assessment on any new ABE Level I, II, and III students. All assessment tools used (e.g., CAAT, Brigance) shall be approved by AES. This assessment process would not apply to currently enrolled students transitioning from another ABE program (e.g., CNA ABE students transitioning to a new training provider/organization).

2.10 Status Reporting
Organizations delivering ABE shall submit status reports as requested by AES. These reports will include statistics of enrolment, non-completers, attendance, assessment results, graduates, and follow-ups of graduates.

2.11 Schedule
The organization shall:
• where organizations will offer a full-time classroom program, commit to 25 hours of instruction (5 hours per day) and 10 paid hours of instructor preparatory time, each week;
• where organizations will offer a part-time classroom program, commit to a minimum of 10 hours of instruction (2.5 hours per day) and 2 hours of instructor preparatory time, each week;
• agree to advise AES if the program takes an unscheduled break; and
• ensure that a qualified instructor for Math, Science and English is always present during the hours students are in attendance;
• submit an academic calendar which includes: scheduled breaks (Christmas, Easter, and summer). The academic calendar shall also outline the weekly instructional schedule.

2.12 Print
The organization shall:
• ensure that it has sufficient student resources to meet the needs of each ABE student. This requires that each student have an individual textbook for each subject being studied;
• obtain the required student texts as outlined in the curriculum guides on http://www.aes.gov.nl.ca/;
• ensure that it has sufficient instructor resources to meet the needs of each ABE instructor. This requires that each instructor have a copy of all appropriate resources for each subject being taught; and
• obtain the required instructor resources as outlined in the curriculum guides on http://www.aes.gov.nl.ca/.

2.13 Non-Print
The organization shall:
• include a minimum of two internet accessible computers per each classroom of 15 students;
• ensure that each instructor has access to his/her own dedicated computer; and
• ensure that it has computer technology (e.g. computers, wi-fi access and printers) available for student use on the premises being used for ABE delivery.

2.14 Hazardous Materials
The organization shall:
• establish a procedure for the storing and disposal of hazardous chemicals that is in accordance with applicable federal, provincial and municipal legislation and regulation.

3.0 SITE EVALUATIONS
The ongoing site visits play a significant role in the maintenance of quality education. AES may conduct site visits for various reasons as discussed below.
3.1 Routine Site Visits
Generally, prior to AES conducting a routine site visit, an organization will be contacted and advised as to the date of the visit. However, AES reserves the right to conduct a site visit without prior notification. Departmental personnel will also be available to the instructor or administration to offer advice, if needed. If problems are identified as a result of the site visit, AES will notify the organization and ask that the issues be addressed and resolved.

3.2 Site Visits Resulting From Complaints
AES may conduct a visit to investigate a complaint. AES personnel may address the problem with the administration, instructors and students to receive their feedback. Analysis of student records and files may also be necessary for the investigation process.

4.0 COMPLAINT PROCEDURES

AES has specific policies and procedures governing responses to complaints. These policies and procedures are outlined below.

The complainant may contact AES to register a concern. They are advised that their first course of action in resolving the issue is to address it with the administration of the organization. The response of the organization to the complainant should be in writing to eliminate any misunderstanding in interpretation. If the issue remains unresolved to the satisfaction of the complainant, they may then communicate their concerns to AES, in writing, and attach a copy of the letter of response from the organization.

AES will notify the organization that a complainant is unsatisfied with the organization's response to their concerns and has requested AES initiate an investigation. If upon review of the documents AES determines that there is insufficient information to make a decision, a site visit or phone call will be conducted to collect additional information. Once the investigation has been completed, a formal report outlining the investigation results will be prepared along with the identification of any actions necessary to reach a resolution. All parties will be notified accordingly. If actions have been identified, AES will follow-up to ensure compliance.
SCHEDULE B
Adult Basic Education (ABE) Consent

Please carefully read the following statements, fill in the blanks, and sign the bottom.

I understand that the Department of Advanced Education and Skills, Government of Newfoundland and Labrador, funds the Adult Basic Education (ABE) Program in which I am seeking enrollment.

I agree to the Department of Advanced Education and Skills:
• collecting my personal information related to my participation in an ABE Program, including my academic record, attendance record (and supporting documentation) and status, from the ABE service provider(s) / site(s) where I am enrolled or have previously been enrolled including, if applicable, the College of the North Atlantic
• disclosing and exchanging my personal information related to my participation in an ABE Program, including my academic record, attendance record (and supporting documentation) and status, to and with the following:
  o Department of Human Resources and Skills Development (Government of Canada)
  o ABE service provider(s) / site(s) where I am enrolled or have previously been enrolled including, if applicable, the College of the North Atlantic.

I understand that my personal information is being collected, disclosed and exchanged as agreed to above for the purposes of:
• determining my program eligibility (initial and ongoing)
• determining funding requirements and obligations between the Government of Newfoundland and Labrador and ABE Service Providers
• monitoring student progress
• ensuring the program maintains provincial standards
• research and statistical analysis.

ABE Service Provider / Site: 

Name: ____________________________________________

Date of Birth: __________________________ Telephone: __________________________

Address: ____________________________________________

Signature: __________________________ Date: __________________________

Witness: __________________________

Please direct any question about this form to: Manager - Adult Learning and Literacy Division, Department of Advanced Education and Skills, P.O. Box 8700, St. John's, NL, A1B 4J6. Telephone: (709)729-6191. Email: cindychristopher@gov.nl.ca. This information is collected under the authority of s. 32 of the Access to Information and Protection of Privacy Act, SNL 2002 c.A-1.1, as amended.
SCHEDULE C
Attendance Policy

- Students are expected to attend 100% of the Instructional Days in a month. Instructional Days are defined to be those days that the Service Provider is open for training purposes.
- Instructional Days do not include days when the institution is closed due to statutory holidays, civic holidays, or school breaks or any other closure which is within the institution's responsibility and/or control.
- Service Providers are expected to keep daily student attendance and supporting documentation for absences (e.g. doctor's note) on file which may be subject to audit by the Client.
  - When a student's monthly average attendance falls below acceptable levels, the Client will follow-up with the Service Provider to discuss absences and determine if the student will continue to be supported in the program.
SCHEDULE D
Student Academic Progression Standards

For ABE Level I—Unless otherwise authorized by the Client, the Brigance Diagnostic Inventory of Essential Skills is the assessment tool to be used for students in this level. The Client’s expectation for progression is grade level increases of .5 to 1.0 within 60 instructional hours. The overall enrollment period for a client in Level I will normally not exceed ten months.

For Client review purposes, the Service Provider will conduct a Brigance assessment for each enrolled ABE Level I student, record the results on Schedule E, encrypt and submit it electronically to heatherlegge@gov.nl.ca at the Division of Adult Learning and Literacy as follows:

- In September 2013 or within three business days of each new student enrolment in the program;
- By November 29, 2013;
- By February 28, 2014; and
- By June 30, 2014

The Service Provider will also indicate the number of courses completed each month on the Client’s monthly attendance report.

For ABE Level II—The Client’s expectation for progression is on average one course per two weeks. The overall enrollment period for a client in Level II will normally not exceed six months. The Service Provider will indicate the number of courses completed each month on the Client’s monthly attendance report.

For ABE Level III—The Client’s expectation for progression is on average one credit per two weeks. The Service Provider will indicate the number of credits completed each month on the Client’s monthly attendance report.
SCHEDULE E
Student Information and Status Report
ABE Level I

Site

Student Number

Community of Residence

Additional Information

Assessment

Date of Assessment: ________________

Assessment Tool: ________________

Results: Math

Spelling (Vocabulary)

Reading Comprehension

Word Recognition

REMEMBER: Use the same tool consistently, for each assessment period. For the Brigance, please provide results for Word Recognition, Reading Comprehension, Spelling and Mathematics only.

Service Provider: _____________________

Location: _________________________

Service Provider Representative*: ____________________________

Date: ______________________________

*Note: The signature required must be from a Service Provider representative, not the instructor.
# SCHEDULE F
## Cashflow Report

**SITE NAME:**
Cashflow Report – Community Based ABE and Literacy Tutoring Programs

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<th>TERM 3</th>
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<td><strong>REVENUE RECEIVED</strong></td>
<td><strong>REVENUE RECEIVED</strong></td>
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I certify that the information contained in this report is accurate and reported in the proper period. All supporting documentation is available for audit.

Signature (signature required must be from an employer representative, not the instructor)

Date

---

I certify that the information contained in this report is accurate and reported in the proper period. All supporting documentation is available for audit.

Signature (signature required must be from an employer representative, not the instructor)

Date

---

I certify that the information contained in this report is accurate and reported in the proper period. All supporting documentation is available for audit.

Signature (signature required must be from an employer representative, not the instructor)

Date

---

I certify that the information contained in this report is accurate and reported in the proper period. All supporting documentation is available for audit.

Signature (signature required must be from an employer representative, not the instructor)

Date

---
This form must be emailed to heatherlegge@gov.nl.ca or faxed to (709) 729-6246 no later than one (1) week after the student’s last day in class.

Student #: 

Began Classes (date): 

Ended Classes (date): 

Reason for leaving: 

Comments: 

Service Provider: __________________________ Location: __________________________

Service Provider Representative*: __________________________

Date: __________________________

*Note: The signature required must be from a Service Provider representative, not the instructor.
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Total for Vendor: $140.00
81
Department of Advanced Education and Skills
Career, Employment and Youth Services
PAYMENT REQUISITION

PROGRAM: Wage Subsidy - Student Employment Program (NPC)

Project #: 13DP00891
Invoice Date: 2013/10/27 11:30:01 AM
Invoice #: FPR13177751

Payable To: Tourism Bell Island
P.O. Box 279

Bickfordville
NL, Canada A0A 4H0

Amount Payable: $140.00

Period Covered for this Payment: From ___ To ___

Account Centre # (Program Region) 01-1610-169-3180-1061-000000-0000

Prepared By: Darlene Mulholy
Verified By: Tammy Clements
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December 3, 2013

Please issue the following payment

Invoice No.   MS9969976    Invoice Amount:   $30,000

Payee        Tourism Bell Island Inc.
P.O. Box 279, West Mines
Bell Island, NL A0A 4H0

Account Centre:  01-1655-130-52B0-1061

Payment Details:  This is the second of three installments for the delivery of Levels I, II and III of the ABE program as per the attached contract

Payment Authority:  Contract
AGREEMENT FOR SERVICES
ADULT BASIC EDUCATION (ABE) LEVEL I, II, AND III PROGRAMS

THIS AGREEMENT is made at St. John’s in the Province of Newfoundland and Labrador on the 25th day of August, 2013.

BETWEEN: HER MAJESTY THE QUEEN IN RIGHT OF NEWFOUNDLAND AND LABRADOR, as represented by the Honourable Minister of Advanced Education and Skills (the “Client”),

AND: Tourism Bell Island Inc., (the “Service Provider”),

collectively referred to as “The Parties”

WHEREAS:

(1) The Client has offered the Service Provider a contract to deliver Levels I, II, and III of the Provincial Adult Basic Education (ABE) Program in the location of Bell Island, NL;

(2) The Service Provider has agreed to accept the contract and deliver the ABE program as required by the Client.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements herein and subject to the terms and conditions set out in this Agreement, the Parties agree as follows:

1. Definitions

1.1 “ABE Database” means the Adult Basic Education Student Records and Certification System of the Client which houses ABE student records from all ABE Service Providers in Newfoundland and Labrador and allows for immediate retrieval and transcript/diploma generation by ABE Service Providers.

1.2 “Contract Documents” means and includes:

1.2.1 This head agreement (the “Head Agreement”);

1.2.2 The Scope of Work attached as “Schedule A”;

1.2.3 The Consent attached as “Schedule B”;

1.2.4 The Attendance Policy attached as “Schedule C”;

1.2.5 The Student Academic Progression Standards attached as “Schedule D”;

1.2.6 The Student Information and Status Report Form attached as “Schedule E”;

1.2.7 The Cashflow Report Form attached as “Schedule F”; and
1.2.8 The Student Exit Form attached as “Schedule G”.

1.3 “Eligible Expenditures” means expenditures, as approved by the Client, made by the Service Provider in respect of and for the sole use of the Program.

1.4 “Force Majeure” means any cause beyond the control of the Parties hereto which they could not reasonably have foreseen and guarded against, including but not limited to an act of God, strike, lock-out, act of public enemy, war, blockade and civil disturbance.

1.5 “Governing Body” means those persons appointed as the responsible authorities for Tourism Bell Island Inc.

1.6 “Intellectual Property” means all data, designs, plans, drawings, specifications, research, reports, notes, estimates, summaries, calculations, surveys, papers, completed work, and work in progress and such other information and materials or parts thereof as are compiled, drawn and produced by the Service Provider in performing this Work, including computer printouts and computer models and all copyrights thereto and all patents, trademarks and industrial designs arising therefrom.

1.7 “Program” means the provision of Adult Basic Education (ABE) Level I, II, and III Programs in accordance with the parameters and criteria as set out in “Schedule A”.

1.8 “Work” means the provision of services as set out in Article 3 of this Agreement, Service Provider’s Obligations.

1.9 “Records” means financial statements, books of accounts and student files pursuant to this Agreement, including but not limited to records required or referenced, directly or by incorporation, in Scope of Work in “Schedule A”.

1.10 “Reports” means student progress reports and other statistical reports including but not limited to reports required or referenced, directly or by incorporation, in Scope of Work in “Schedule A” or another schedule to this Agreement.

1.11 “Representatives” means directors, officers, employees, consultants, agents, advisors or partners.

2. Service Provider’s Representations and Warranties

2.1 The Service Provider represents and warrants that:

2.1.1 It is organized and is operating solely for nonprofit purposes;
2.1.2 It does not and will not provide income for the personal benefit of the Governing Body; and
2.1.3 All personnel receiving payment under this Agreement are not and will not be appointed to the Governing Body.

3. Service Provider's Obligations

3.1 The Service Provider will deliver the Program for a minimum of 40 instructional weeks between September 2013 and August 2014.

3.2 The Service Provider will do all things necessary to fulfill all of the obligations of the Service Provider as set out in the Contract Documents (the “Work”). The Work will be performed by the Service Provider to the satisfaction of the Client.

3.3 The Service Provider will also perform the following activities:

3.3.1 Hire all personnel required for the Work;

3.3.2 Request each student, upon enrollment, to sign the form attached hereto as “Schedule B” and provide forthwith the executed forms to the Client;

3.3.3 The Service Provider will appoint a minimum of two individuals as signing officers for the delivery agency. All Agency cheques must contain the signatures of these two signing officers;

3.3.4 The Service Provider will provide the Client with copies of any meeting minutes of the Governing Body held by the Service Provider during the term of this Agreement;

3.3.5 The Service Provider acknowledges and agrees to make every reasonable effort to ensure each ABE student funded under this Agreement shall achieve the Student Academic Progression Standards set out in “Schedule D”; and

3.3.6 The Service Provider will complete and sign the form attached hereto as “Schedule G” upon student exit and provide forthwith the executed forms to the Client within five business days.

3.4 The Service Provider agrees, where required by law under legislation applicable to the Service Provider, to obtain further written consent from each student authorizing the share or exchange of a student’s personal information with the Client for the purposes of this Agreement.
4. **Client’s Obligations**

4.1 In addition to payment to the Service Provider required by this Agreement, the Client will provide decisions, instructions, acceptances and information reasonably required by the Service Provider in the performance of this Agreement.

5. **Audit and Inspection**

5.1 The Service Provider will:

5.1.1 Keep and maintain Records during the currency of the Agreement;

5.1.2 Ensure that all Records clearly demonstrate that shared costs and interest are properly apportioned or credited to the Client;

5.1.3 At any time during this Agreement, if requested by the Client, deliver a Record required under this Agreement to the Client upon three business days notice to the Service Provider;

5.1.4 If requested by the Client, deliver all Records to the Client within fourteen days following the termination of this Agreement;

5.1.5 Ensure access by the Client during regular business hours to all Records and to the premises where the Work is being performed in order that the Client may review, inspect, monitor and audit the performance of the Work; and

5.1.6 Provide the Client with the proper facilities to carry out its rights under this Article and provide the Client with copies of all requested Records.

6. **Reports**

6.1 The Service Provider will submit for approval cashflow reports and student progress reports as outlined in “Schedule A” or another schedule to this Agreement on November 29, 2013, February 28, 2014, and June 30, 2014.

6.2 The Service Provider will furnish Reports whether as required by this Agreement or as may be required by the Client from time to time. Including but not limited to reports for the purpose of ensuring compliance with this Agreement, monitoring student progress, verifying student eligibility and attendance, ensuring the Work maintains provincial standards, and research and statistical analysis. This includes, but is not limited to submitting the following:

6.2.1 Monthly attendance reports for ABE students enrolled in the location specified in “Schedule A” as specified by the Client to be submitted within three business days of the end of every month;
6.2.2 Assessments/reports required in “Schedule D”, including as applicable for ABE Level I Service Providers, the Brigance assessment to be submitted on or before the dates set out in “Schedule D”; 

6.2.3 The Student Information and Status Report Form in “Schedule E”; and 

6.2.4 At least monthly (by the end of every month) entering student information directly into the ABE Database.

6.3 The Service Provider will submit for approval:

6.3.1 Copies of any meeting minutes of the Governing Body held by the Service Provider during the term of this Agreement; and 

6.3.2 Copies of all financial statements prepared for the term of this Agreement (review engagement letter for funding amounts up to $100,000; audited financial statements for funding amounts at or exceeding $100,000). The financial statements must contain a breakdown of funding provided by the Client.

6.4 All reports and documentation provided to the Client under this Agreement will be and become the property of the Client. The Service Provider may retain for its own internal purposes copies of Reports and related data, but the Service Provider will not divulge, release or publish same or any part thereof without the prior written permission of the Client.

7. Acknowledgement

7.1 Any report, announcement, advertisement, brochure, audiovisual material, design, or any other public communication or publication relating to this Agreement will acknowledge the financial contribution of the Department of Advanced Education and Skills.

8. Payment

8.1 It is agreed and understood that payments made for the satisfactory performance of the Work pursuant to this Agreement will be made in accordance with the provisions below. Specifically, the total payment under this Agreement by the Client to the Service Provider will not exceed $121,000. This funding is to be used solely for the purposes outlined in this Agreement.

8.2 Upon presentation of required documentation satisfactory to the Client, the Client will make payments to the Service Provider for the satisfactory performance of the Work as follows:
8.2.1 The first installment in the amount of $62,000 will be paid no later than September 30, 2013 upon receipt by the Client of satisfactory written confirmation that all requirements and standards related to the performance of the Work referenced in “Schedule A” have been met. The first installment will be based on upon receipt and approval by the Client of the proposed Program budget as well as written confirmation that a minimum of 12 students have been assessed and enrolled in the Program.

8.2.2 The second installment in the amount of $30,000 will be paid no later than December 31, 2013 upon receipt and approval by the Client of the November 29, 2013 cashflow report as well as student progress reports as outlined in “Schedule A” or another schedule to this Agreement.

8.2.3 The third installment in the amount of $29,000 will be paid no later than March 31, 2014 upon receipt and approval by the Client of the February 28, 2014 cashflow report as well as student progress reports as outlined in “Schedule A” or another schedule to this Agreement.

8.3 The Client may withhold payment of any amount payable under this Agreement where the Service Provider has failed to comply with any term or condition of this Agreement or pending the outcome of an audit conducted under Article 5 of this Agreement.

8.4 The Service Provider will remain obligated to complete the Work notwithstanding that the actual costs of the Service Provider, whether in respect of services, costs or expenses incurred, may exceed amounts payable under this Agreement.

8.5 The Client will not be responsible to pay any amounts identified by the Service Provider which may arise from work, services or expenses incurred to remedy errors or omissions in the Work for which the Service Provider is responsible.

9. Repayment

9.1 The Service Provider will repay to the Client the amount of any payment to which it is not entitled under this Agreement. Upon the Client’s demand for repayment of any amount to which the Service Provider is not entitled the Service Provider will repay the amount demanded with it being agreed between the Parties that any such amount is considered a debt owing to the Client.

9.2 The amounts to which the Service Provider is not entitled include:

9.2.1 The amount of any payments made in error;

9.2.2 The amount of any payments made for costs in excess of the amount actually incurred for these costs; and
9.2.3 The amount of any payments for costs that were not eligible for reimbursement under this Agreement.

10. Entire Agreement

10.1 This Agreement constitutes the entire Agreement between the Parties and supersedes all previous agreements or arrangements, written or oral, relating to the Work. There are no understandings, representations, or warranties of any kind except as expressly set forth herein. Documents described in “Schedule A” will form part of this Agreement by incorporation by reference in “Schedule A” or by direct incorporation into “Schedule A”.

11. In-service Training

11.1 As applicable the Service Provider agrees to attend in-service training for ABE Levels I, II, and III provided by the Client in accordance with requirements specified by the Client.

12. Non-Waiver

12.1 The failure of the Client to insist upon or enforce in any instance strict performance by the Service Provider of any of the terms of this Agreement or to exercise any rights herein conferred will not be construed as a waiver or a relinquishment to any extent of the Client’s right to assert or rely upon any such terms or rights on any future occasion.

13. Liability

13.1 Before making any payment in accordance with Article 8, the Client may require the Service Provider to furnish evidence that the Work for which payment is being made is free and clear from any and all lawful claims.

13.2 The Service Provider will indemnify and hold harmless the Client from and against any liability arising from the performance or non-performance of the Work, except claims for damages resulting from the negligence of a representative of the Client in the exercise of the duties within the scope of its employment.

13.3 In addition to the Service Provider’s obligation to indemnify the Client in respect of any claim set out in Article 13.2 the Service Provider will defend any and all actions by third parties and pay all legal charges, costs and other expenses arising therefrom. Notwithstanding the foregoing, the Client may at its own discretion retain its own solicitors to defend its interests in any such suit or claim, and the legal costs of that defense shall be paid by the Service Provider.

14.1 All Intellectual Property created pursuant to this Agreement will be and become the property of the Client and will be delivered to the Client upon completion of the Work or upon earlier termination of this Agreement. The Service Provider may retain for its own internal purposes copies of Reports and related data but the Service Provider will not divulge, release or publish same or any part thereof without the prior written consent of the Client.

15. Termination

15.1 This Agreement may be terminated by the Service Provider by giving the Client two months written notice of termination.

15.2 Notwithstanding the provisions of this Agreement, the Client may at any time by way of written notice to the Service Provider, terminate this Agreement for cause.

15.3 Where this Agreement is terminated prior to the mutually agreed upon completion date, the Service Provider will thereupon be entitled to payment in accordance with this Agreement in respect of that part of the Work completed up to the date of termination, provided however, that the Service Provider will not be entitled to any other payment in respect of such termination, including, without prejudice to the generality of the foregoing, any payment for any consequential loss or damage arising from termination of this Agreement or in any other way related thereto. The Client will retain the right to set off with respect to any earned but unpaid proceeds then due, any amount owing to the Client pursuant to this Agreement.

16. Assignment

16.1 The Service Provider will not assign this Agreement in whole or in part.

17. Notice

17.1 All notices, claims, payments, reports and other communications required under this Agreement will be in writing.
17.2 The address for service for notices under this Agreement will be:

For the Client:
Attention: Candice Ennis-Williams
Director of Adult Learning and Literacy
Advanced Studies Branch
Department of Advanced Education and Skills
P.O. Box 8700
St. John’s, NL A1B 4J6
CandiceEnnis-Williams@gov.nl.ca

For the Service Provider:
Attention: Henry Crane
Tourism Bell Island Inc.
P.O. Box 279, West Mines
Bell Island, NL A0A 4H0
tourismbellisland@gmail.com

17.3 Notices, requests or documents will be deemed to have been received by the addressee as follows:
17.3.1 As of the date on which they are delivered where delivery is by messenger or special courier service;
17.3.2 As of the date on which they are sent where delivery is by telecopier or other means of electronic telecommunication; and
17.3.3 Six days after delivery to Canada Post Corporation where the postal service is used.

18. General

18.1 This Agreement will be governed by and interpreted according to the laws of the Province of Newfoundland and Labrador, and all actions, suits and proceedings arising out of the Agreement will be determined in a court of competent jurisdiction in the Province of Newfoundland and Labrador, subject to any right of appeal.

18.2 The Service Provider or its Representatives will, at all times, comply with all applicable laws, ordinances, statutes, rules, regulations and orders of governmental and municipal authorities, and will give due regard to all business practices and local customs prevailing in the Province of Newfoundland and Labrador. For greater certainty, the Service Provider agrees to comply with the provisions of the Canadian Charter of Rights and Freedoms, the Newfoundland and Labrador Human Rights Code, 2010, the Newfoundland and Labrador Labour Standards Act and with all
other applicable federal and provincial legislation. The Service Provider will provide (where requested by the Client) evidence of compliance with all requirements of the Province of Newfoundland and Labrador with respect to Worker's Compensation and/or Occupational Health and Safety, including, without limitation, any payments or compliance orders due or issued thereunder.

18.3 No public employee or member of the House of Assembly of the Province of Newfoundland and Labrador will be admitted to any part or share of the payments made pursuant to this Agreement or to any benefits arising therefrom except in accordance with the Conflict of Interest Act or the House of Assembly Act.

18.4 This Agreement will not be amended except by agreement and in writing between the Parties. This Agreement may be amended or otherwise modified by email provided each Party expressly states the intent and agreement to modify this Agreement.

18.5 This Agreement may be executed in any number of counterparts, each of which will be considered an original of this Agreement, and which together will constitute one and the same instrument. No Party will be bound to this Agreement unless and until all Parties have executed a counterpart. A facsimile signature or an otherwise electronically reproduced signature of either Party will be deemed to be an original.

18.6 This Agreement will inure to the benefit of and be binding upon the Parties hereto, their respective heirs, legal representatives, successors and assigns.

18.7 The obligations of both Parties under this Agreement, which, by their nature, would continue beyond the expiration or earlier termination of this Agreement, will survive the expiration or earlier termination of this Agreement indefinitely.

18.8 Neither Party will be considered in default of performance of its obligations hereunder to the extent that performance of such obligations is delayed, hindered or prevented by Force Majeure.

18.9 Time will be of the essence in this Agreement.

18.10 If any provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, such invalidity or unenforceability will attach only to such provision, and all other provisions hereof will continue in full force and effect.

19. Third Party Liability

19.1 Nothing in this Agreement constitutes the Service Provider as a servant or agent of Her Majesty the Queen in Right of Newfoundland and Labrador. The Service
Provider agrees that, in performance of its obligations under this Agreement, neither the Service Provider nor its Representative will be or be deemed to be an officer, servant or agent of the Client. The Service Provider will act throughout as an independent service provider.

20. Conflict / Inconsistency

20.1 In the event of any conflict or inconsistency between provisions in the Contract Documents, the Contract Documents will have precedence as follows: first the Head Agreement, second “Schedule A” Scope of Work.

21. Representations

21.1 The Service Provider hereby represents and warrants that every fact stated or represented by the Service Provider or its Representatives to the Client in respect of the Work is true and agrees that the Client will be conclusively deemed to have relied on such representation or statement in entering into this Agreement.

22. Effective Date

22.1 The effective date of this Agreement shall be the date on the first page of this Head Agreement.

23. Renewal

23.1 This Agreement may be renewed before termination on an annual basis upon written agreement by both Parties.

23.2 The Client may impose additional terms and conditions on any renewal.

24. Dispute Resolution

24.1 In case of a dispute arising between the Client and the Service Provider as to their respective rights and obligations under this Agreement, the Parties will first attempt to resolve all matters through friendly negotiation by a meeting between their Representatives upon notice per Article 17. A resolution reached in this way must be reached within ten days of both Parties having knowledge and notice of the dispute and be reduced to writing.

24.2 In the case of a dispute arising between the Client and the Service Provider as to their respective rights and obligations under this Agreement (that has not been resolved pursuant to Article 24.1), either Party may give the other notice of such
dispute and to request arbitration thereof. If both Parties agree, the Parties will, with respect to the particular matters then in dispute, submit the same to arbitration in accordance with the provisions of the Arbitration Act, RSNL 1990 cA-14, including such provisions for the appointment of arbitrators.

IN WITNESS WHEREOF these presents are executed by the parties hereto as of the date first above written as follows:

Her Majesty the Queen in Right of Newfoundland and Labrador:

[Signature]
Minister of Advanced Education and Skills or Designate

Witness

Service Provider:

Tourism Bell Island Inc.

[Signature]
Witness
SCHEDULE A
Scope of Work

Standards for Organizations to Deliver and Certify the Adult Basic Education (ABE) Program

1.0 INTRODUCTION

In these standards ‘organization’ or ‘organizations’ shall read as ‘Service Provider’ or ‘Service Providers’ respectively. These standards shall be met by a Service Provider in the delivery and certification of the Adult Basic Education (ABE) Program.

2.0 STANDARDS AND REQUIREMENTS

The ABE program was designed with the intent of providing adults who have not completed high school with the opportunity of acquiring a solid, high quality high school equivalency to function in society, and to access further education, training, and employment opportunities. In Newfoundland and Labrador, one of the avenues for achieving high school equivalency is through the provincial ABE program. The ABE program consists of three levels: Level I (basic literacy and numeracy skills); Level II (transitional skills similar to grades 7 – 9); and Level III (corresponds to grades 10 – 12). A minimum of 36 credits in Level III are needed in order to graduate ABE and receive high school equivalency. ABE is delivered using provincially-developed curriculum and is predominantly a self-paced, individualized, classroom-based program. The ABE program is currently delivered on a full-time basis by private training institutions and community-based organizations in rural and urban locations throughout the province. At select locations, ABE is also delivered on a part-time basis, through e-Learning (Level I only), and through evening classes.

All related ABE documents are posted on the AES website at the following link: http://www.aes.gov.nl.ca/adultlearning/index.html. Instructors and administrators of ABE programs are required to follow all ABE related documents on the above site, which include, but are not limited to: Study Guides, Curriculum Guides, Program Guides, Database User’s Manual, and Transfer Guide.

2.1 Instructor Hiring

The organization shall:
- ensure the resume and transcript of marks for each instructor and appropriate documentation for instructor assistants shall be submitted to AES for approval prior to hiring;
- agree to be the designated employer of any staff they hire to deliver the program; and
- ensure that there is a qualified instructor present for any subject area where there is at least one student taking a course in that specific subject.
2.2. Instructor Qualifications
All Instructors shall meet minimum qualifications and be approved by AES to deliver specific ABE levels and subject areas.
Instructors shall:
- hold an Education Degree and have completed at least 6 university courses in the discipline they teach; or
- possess an Adult Education Diploma from a recognized college or university with an undergraduate degree in the subject areas they teach; or
- demonstrate a combination of credentials and experience which is deemed suitable by AES.

2.3 Instructor/Student Ratio
The Instructor/Student Ratio is a comparison of the available number of instructors to the number of students.
The organization shall ensure that the Instructor/Student Ratio be no greater than 1:12 for Level I and 1:15 for Levels II and III combined. Classes may have a combination of levels of students at the same time as long as the Instructor/Student Ratio used is based on the lowest Level of ABE being taught in the class. Therefore, in a class with Level I and II/III students, the maximum number of students per instructor would be 12.

2.4 Building - Minimum Facilities
The organization shall:
- meet a minimum of 25 square feet of classroom space per student;
- ensure its classrooms have natural lighting;
- ensure the facility adheres to accessibility standards as outlined in the Building Accessibility Act and regulations;
- make provisions to accommodate students with physical challenges;
- ensure it has a Municipal Occupancy Permit from the municipal council, as well as relevant Fire and Health inspection Certificates;
- ensure it has general liability, and other applicable insurances as needed;
- ensure it has a private room suitable for consultation with students, quiet study, etc., and
- ensure it has a lunchroom with tables, chairs, a fridge, microwave, and a sink.

Classroom and laboratory facilities will be reassessed on a yearly basis by AES to ensure that quality is maintained.

2.5 Level II/III Science Laboratory
The organization shall have access to a science laboratory as per Section 2.5.1. Where the science laboratory is not direct access, the organization shall ensure it has supporting documentation which outlines the arrangements for access to a science laboratory. If an
organization has a partnership with a local high school approved by AES, the organization will ensure it has a written agreement in place between the organization and the school district. The organization shall also ensure the science laboratory:

- is furnished with 15 workstations and 15 stools;
- contains safety and fire equipment;
- contains a minimum of 15 lab coats and safety goggles; and
- is accessible for persons with physical challenges.

2.5.1 Checklist of Laboratory Facilities, Equipment and Supplies
The following are listed as minimum requirements for offering and certifying Level II/III of the ABE program to an average-sized class of 15 students (quantities should be adjusted to accommodate more/less students). Organizations are encouraged to enrich these requirements. Substitutions, in keeping with alternative delivery approaches, may be accepted upon request.

Where the science laboratory is not direct access, the organization shall include supporting documentation which outlines the arrangements for access to a science laboratory. If organizations wish to have a partnership with local high schools approved by AES, they will need to have a written agreement in place between their institution and the school district. Note variations in quantity or substitutions of any sort.

Physical Plant
- running hot & cold water
- propane supply for Bunsen burners, in accordance with current edition of CAN/CGA-B-149.2 Propane Installation Code (may be replaced by alcohol burners or CSA approved electrical hotplates)
- fume hood (or other external ventilation system)
- electrical outlets, 1 per work station, installed in accordance with the National Building Code
- eye wash station
- shower (or spray attachment at sink)
- fire extinguisher, in accordance with current edition of NFPA-10 Standard for Portable Fire Extinguishers
- first aid kit #2, in accordance with Occupational Health and Safety Regulations
- fire blanket

Equipment
- 2 acceleration timers
- 2 ammeters, DC (may be replaced by combined volt-ohm-ammeters)
- 12 aprons or lab coats
- barometer
- 6 batteries, 6 volt
- 72 beakers, assorted sizes (from 50 mL to 1000 mL)
<table>
<thead>
<tr>
<th>Quantity</th>
<th>Item Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>12</td>
<td>Bunsen burners (or 12 alcohol burners or 3 hot plates)</td>
</tr>
<tr>
<td>6</td>
<td>clamps, symmetrical</td>
</tr>
<tr>
<td>6</td>
<td>clamps, thermometer</td>
</tr>
<tr>
<td>6</td>
<td>dissecting kits</td>
</tr>
<tr>
<td>2</td>
<td>dynamics carts</td>
</tr>
<tr>
<td>30</td>
<td>flasks, Erlenmeyer, Pyrex, assorted sizes (from 125 mL to 1000 mL)</td>
</tr>
<tr>
<td>12</td>
<td>funnels</td>
</tr>
<tr>
<td>1</td>
<td>generator (AC/DC)</td>
</tr>
<tr>
<td>6</td>
<td>gloves, pairs, heat resistant</td>
</tr>
<tr>
<td>6</td>
<td>gloves, pairs, rubber</td>
</tr>
<tr>
<td>30</td>
<td>graduated cylinders, assorted sizes (from 10 mL to 1000 mL)</td>
</tr>
<tr>
<td>2</td>
<td>Hall's carriages</td>
</tr>
<tr>
<td>12</td>
<td>hand lenses</td>
</tr>
<tr>
<td>6</td>
<td>hydrometers, double-scale</td>
</tr>
<tr>
<td>4</td>
<td>lenses, concave</td>
</tr>
<tr>
<td>4</td>
<td>lenses, convex</td>
</tr>
<tr>
<td>12</td>
<td>light bulbs, miniature &amp; sockets</td>
</tr>
<tr>
<td>6</td>
<td>magnets, alnico bar</td>
</tr>
<tr>
<td>6</td>
<td>magnetic compasses</td>
</tr>
<tr>
<td>30</td>
<td>medicine droppers</td>
</tr>
<tr>
<td>12</td>
<td>metre sticks</td>
</tr>
<tr>
<td>2</td>
<td>microscopes (with 10x &amp; 40x objectives)</td>
</tr>
<tr>
<td>4</td>
<td>mirrors, plane</td>
</tr>
<tr>
<td>4</td>
<td>mirrors, concave</td>
</tr>
<tr>
<td>4</td>
<td>mirrors, convex</td>
</tr>
<tr>
<td>1</td>
<td>motor, St. Louis</td>
</tr>
<tr>
<td>2</td>
<td>ohmmeters (may be replaced by combined volt-ohm-ammeters)</td>
</tr>
<tr>
<td>1</td>
<td>osmosis apparatus</td>
</tr>
<tr>
<td>1</td>
<td>periodic table (chart)</td>
</tr>
<tr>
<td>60</td>
<td>petri dishes</td>
</tr>
<tr>
<td>24</td>
<td>pipets, assorted sizes (from 5 mL to 25 mL)</td>
</tr>
<tr>
<td>2</td>
<td>pipetting devices</td>
</tr>
<tr>
<td>6</td>
<td>pulleys</td>
</tr>
<tr>
<td>2</td>
<td>power supplies (AC/DC)</td>
</tr>
<tr>
<td>1</td>
<td>ray box, with accessories</td>
</tr>
<tr>
<td>1</td>
<td>refrigerator</td>
</tr>
<tr>
<td>12</td>
<td>retort stands (rods &amp; support bases)</td>
</tr>
<tr>
<td>2</td>
<td>rheostats</td>
</tr>
<tr>
<td>6</td>
<td>ring supports (if Bunsen Burners and/or Alcohol Lamps are used)</td>
</tr>
<tr>
<td>12</td>
<td>safety goggles</td>
</tr>
<tr>
<td>2</td>
<td>scales, metric (eg. platform or electronic)</td>
</tr>
<tr>
<td>4</td>
<td>scales, Newton</td>
</tr>
<tr>
<td>4</td>
<td>scissors</td>
</tr>
<tr>
<td>Item</td>
<td>Quantity</td>
</tr>
<tr>
<td>-------------------------------------</td>
<td>-----------</td>
</tr>
<tr>
<td>2 slinky springs</td>
<td></td>
</tr>
<tr>
<td>6 knife switches</td>
<td></td>
</tr>
<tr>
<td>1 solar system model or chart</td>
<td></td>
</tr>
<tr>
<td>2 stopwatches</td>
<td></td>
</tr>
<tr>
<td>12 spatulas or spoons</td>
<td></td>
</tr>
<tr>
<td>90 test tubes, Pyrex, assorted sizes</td>
<td></td>
</tr>
<tr>
<td>12 test tube holders</td>
<td></td>
</tr>
<tr>
<td>4 test tube racks</td>
<td></td>
</tr>
<tr>
<td>12 thermometers</td>
<td></td>
</tr>
<tr>
<td>1 transformer</td>
<td></td>
</tr>
<tr>
<td>2 voltmeters (may be replaced by combined volt-ohm-ammeters)</td>
<td></td>
</tr>
<tr>
<td>12 wire gauze squares, ceramic centred (if Bunsen Burners and/or Alcohol Lamps are used)</td>
<td></td>
</tr>
<tr>
<td>Chemicals &amp; Supplies</td>
<td></td>
</tr>
<tr>
<td>1 L alcohol</td>
<td></td>
</tr>
<tr>
<td>60 candles</td>
<td></td>
</tr>
<tr>
<td>12 carbon rods</td>
<td></td>
</tr>
<tr>
<td>500 g copper sulphate</td>
<td></td>
</tr>
<tr>
<td>100' copper wire, insulated</td>
<td></td>
</tr>
<tr>
<td>1 L distilled water (or deionized)</td>
<td></td>
</tr>
<tr>
<td>1 box filter papers</td>
<td></td>
</tr>
<tr>
<td>2 boxes glass slides and cover slips</td>
<td></td>
</tr>
<tr>
<td>12 glass rods, stirring</td>
<td></td>
</tr>
<tr>
<td>50' glass tubing, assorted sizes</td>
<td></td>
</tr>
<tr>
<td>1 L hydrochloric acid</td>
<td></td>
</tr>
<tr>
<td>500 mL hydrogen peroxide</td>
<td></td>
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<tr>
<td>500 mL iodine</td>
<td></td>
</tr>
<tr>
<td>500 g iron fillings</td>
<td></td>
</tr>
<tr>
<td>1 vial litmus paper, blue</td>
<td></td>
</tr>
<tr>
<td>1 vial litmus paper, red</td>
<td></td>
</tr>
<tr>
<td>12 each metal strips (copper, zinc, lead, aluminum, iron)</td>
<td></td>
</tr>
<tr>
<td>25 g pepsin</td>
<td></td>
</tr>
<tr>
<td>1 roll pH paper, wide range</td>
<td></td>
</tr>
<tr>
<td>1 set mineral samples</td>
<td></td>
</tr>
<tr>
<td>1 set rock samples</td>
<td></td>
</tr>
<tr>
<td>50' rubber tubing, assorted sizes</td>
<td></td>
</tr>
<tr>
<td>2.5 kg sand</td>
<td></td>
</tr>
<tr>
<td>500 g sodium chloride (table salt)</td>
<td></td>
</tr>
<tr>
<td>500 g sodium bicarbonate (baking soda)</td>
<td></td>
</tr>
<tr>
<td>1 L sodium hydroxide</td>
<td></td>
</tr>
</tbody>
</table>
[ ] 500 mL stain (eg. methylene blue)
[ ] 500 g sugar
[ ] 500 g sulphur
[ ] 1 L vinegar
[ ] 1 wood splints, bundle of 500
[ ] 500 g zinc, mossy

Prepared Slides
[ ] 2 angiosperms
[ ] 2 animal cell
[ ] 2 bacteria, 3 types
[ ] 2 blue-green algae
[ ] 2 bone tissue
[ ] 2 bread mould
[ ] 2 gymnosperms
[ ] 2 human blood
[ ] 2 kidney
[ ] 2 meiosis (plant & animal)
[ ] 2 mitosis (plant & animal)
[ ] 2 monocot/dicot comparison
[ ] 2 muscle tissue, 3 types
[ ] 2 nerve cells
[ ] 2 plant cell
[ ] 2 protists (eg. amoeba, paramecium, euglena)
[ ] 2 spirogyra, vegetative & conjugating
[ ] 2 vascular tissue
[ ] 2 yeast, budding

Preserved Specimens
[ ] 1 Animal kingdom set, vertebrates & invertebrates
[ ] 1 Plant kingdom set

2.6 Student Entrance Requirements
Students entering the ABE program can range from those individuals with no literacy background to those wanting to upgrade or formally graduate. The organization agrees that in order to be accepted into the ABE I, II and III program, a student shall be at least eighteen years of age and out of school for at least one year.

2.7 Student Records
Maintaining student records is a critical aspect of the operation of a training institution. ABE organizations shall issue student transcripts for Levels I, II and III, as well as Level III graduation diplomas. Organizations will be provided access to the provincial ABE Student Records and Certification System (ABE Database).
Organizations shall:
• regularly enter demographic, student participation, academic and completion information in the ABE database for each student enrolled in the organization’s ABE program;
• enter information/records in the ABE database accurately and upon any change in a student’s participation status (e.g., enrolment, course completion(s), program exit, graduation);
• agree to utilize and complete AES forms;
• ensure all transcripts will be generated using the ABE Database and printed on institution-specific paper; and
• ensure that its ABE Level III Diplomas will be generated using the ABE Database and printed on institution-specific paper.

The organization shall additionally accumulate statistics on the following:
• enrolment;
• non-completers;
• attendance;
• assessment results;
• graduates; and
• follow-ups of graduates.

2.8 Institutional Evaluation
A site visit is required prior to delivering the ABE program (further detail outlined in Section 3.0). Organizations also agree to accept follow-up and monitoring by AES for the duration of the time that they deliver the ABE program to ensure adherence to AES procedures and standards.

2.9 Assessment
Organizations are responsible for conducting assessment on any new ABE Level I, II, and III students. All assessment tools used (e.g., CAAT, Brigance) shall be approved by AES. This assessment process would not apply to currently enrolled students transitioning from another ABE program (e.g., CNA ABE students transitioning to a new training provider/organization).

2.10 Status Reporting
Organizations delivering ABE shall submit status reports as requested by AES. These reports will include statistics of enrolment, non-completers, attendance, assessment results, graduates, and follow-ups of graduates.

2.11 Schedule
The organization shall:
• where organizations will offer a full-time classroom program, commit to 25 hours of instruction (5 hours per day) and 10 paid hours of instructor preparatory time, each week;
where organizations will offer a part-time classroom program, commit to a minimum of 10 hours of instruction (2.5 hours per day) and 2 hours of instructor preparatory time, each week;
agree to advise AES if the program takes an unscheduled break; and
ensure that a qualified instructor for Math, Science and English is always present during the hours students are in attendance;
submit an academic calendar which includes: scheduled breaks (Christmas, Easter, and summer). The academic calendar shall also outline the weekly instructional schedule.

2.12 Print
The organization shall:

- ensure that it has sufficient student resources to meet the needs of each ABE student. This requires that each student have an individual textbook for each subject being studied;
- obtain the required student texts as outlined in the curriculum guides on http://www.aes.gov.nl.ca/;
- ensure that it has sufficient instructor resources to meet the needs of each ABE instructor. This requires that each instructor have a copy of all appropriate resources for each subject being taught; and
- obtain the required instructor resources as outlined in the curriculum guides on http://www.aes.gov.nl.ca/.

2.13 Non-Print
The organization shall:

- include a minimum of two internet accessible computers per each classroom of 15 students;
- ensure that each instructor has access to his/her own dedicated computer; and
- ensure that it has computer technology (e.g. computers, wi-fi access and printers) available for student use on the premises being used for ABE delivery.

2.14 Hazardous Materials
The organization shall:

- establish a procedure for the storing and disposal of hazardous chemicals that is in accordance with applicable federal, provincial and municipal legislation and regulation.

3.0 SITE EVALUATIONS

The ongoing site visits play a significant role in the maintenance of quality education. AES may conduct site visits for various reasons as discussed below.
3.1 Routine Site Visits
Generally, prior to AES conducting a routine site visit, an organization will be contacted and advised as to the date of the visit. However, AES reserves the right to conduct a site visit without prior notification. Departmental personnel will also be available to the instructor or administration to offer advice, if needed. If problems are identified as a result of the site visit, AES will notify the organization and ask that the issues be addressed and resolved.

3.2 Site Visits Resulting From Complaints
AES may conduct a visit to investigate a complaint. AES personnel may address the problem with the administration, instructors and students to receive their feedback. Analysis of student records and files may also be necessary for the investigation process.

4.0 COMPLAINT PROCEDURES
AES has specific policies and procedures governing responses to complaints. These policies and procedures are outlined below.

The complainant may contact AES to register a concern. They are advised that their first course of action in resolving the issue is to address it with the administration of the organization. The response of the organization to the complainant should be in writing to eliminate any misunderstanding in interpretation. If the issue remains unresolved to the satisfaction of the complainant, they may then communicate their concerns to AES, in writing, and attach a copy of the letter of response from the organization.

AES will notify the organization that a complainant is unsatisfied with the organization's response to their concerns and has requested AES initiate an investigation. If upon review of the documents AES determines that there is insufficient information to make a decision, a site visit or phone call will be conducted to collect additional information. Once the investigation has been completed, a formal report outlining the investigation results will be prepared along with the identification of any actions necessary to reach a resolution. All parties will be notified accordingly. If actions have been identified, AES will follow-up to ensure compliance.
SCHEDULE B
Adult Basic Education (ABE) Consent

Please carefully read the following statements, fill in the blanks, and sign the bottom.

I understand that the Department of Advanced Education and Skills, Government of Newfoundland and Labrador, funds the Adult Basic Education (ABE) Program in which I am seeking enrollment.

I agree to the Department of Advanced Education and Skills:
- collecting my personal information related to my participation in an ABE Program, including my academic record, attendance record (and supporting documentation) and status, from the ABE service provider(s) / site(s) where I am enrolled or have previously been enrolled including, if applicable, the College of the North Atlantic
- disclosing and exchanging my personal information related to my participation in an ABE Program, including my academic record, attendance record (and supporting documentation) and status, to and with the following:
  - Department of Human Resources and Skills Development (Government of Canada)
  - ABE service provider(s) / site(s) where I am enrolled or have previously been enrolled including, if applicable, the College of the North Atlantic.

I understand that my personal information is being collected, disclosed and exchanged as agreed to above for the purposes of:
- determining my program eligibility (initial and ongoing)
- determining funding requirements and obligations between the Government of Newfoundland and Labrador and ABE Service Providers
- monitoring student progress
- ensuring the program maintains provincial standards
- research and statistical analysis.

ABE Service Provider / Site: ___________________________________________________________

Name: ____________________________________________________________________________

Date of Birth: ____________________ Telephone: ________________________________

Address: _________________________________________________________________________

_________________________________________________________________________________

Signature: __________________________ Date: __________________________

Witness: ____________________________

Please direct any question about this form to: Manager - Adult Learning and Literacy Division, Department of Advanced Education and Skills, P.O. Box 8700, St. John's, NL, A1B 4J6. Telephone: (709)729-6191. Email: cindychristopher@gov.nl.ca. This information is collected under the authority of s. 32 of the Access to Information and Protection of Privacy Act, SNL 2002 c.A-1.1, as amended.
SCHEDULE C

Attendance Policy

- Students are expected to attend 100% of the Instructional Days in a month. Instructional Days are defined to be those days that the Service Provider is open for training purposes.
- Instructional Days do not include days when the institution is closed due to statutory holidays, civic holidays, or school breaks or any other closure which is within the institution's responsibility and/or control.
- Service Providers are expected to keep daily student attendance and supporting documentation for absences (e.g., doctor's note) on file which may be subject to audit by the Client.
  - When a student's monthly average attendance falls below acceptable levels, the Client will follow-up with the Service Provider to discuss absences and determine if the student will continue to be supported in the program.
SCHEDULE D
Student Academic Progression Standards

For ABE Level I — Unless otherwise authorized by the Client, the Brigance Diagnostic Inventory of Essential Skills is the assessment tool to be used for students in this level. The Client’s expectation for progression is grade level increases of .5 to 1.0 within 60 instructional hours. The overall enrollment period for a client in Level I will normally not exceed ten months.

For Client review purposes, the Service Provider will conduct a Brigance assessment for each enrolled ABE Level I student, record the results on Schedule E, encrypt and submit it electronically to heatherlegge@gov.nl.ca at the Division of Adult Learning and Literacy as follows:

- In September 2013 or within three business days of each new student enrolment in the program;
- By November 29, 2013;
- By February 28, 2014; and
- By June 30, 2014

The Service Provider will also indicate the number of courses completed each month on the Client’s monthly attendance report.

For ABE Level II—The Client’s expectation for progression is on average one course per two weeks. The overall enrollment period for a client in Level II will normally not exceed six months. The Service Provider will indicate the number of courses completed each month on the Client’s monthly attendance report.

For ABE Level III—The Client’s expectation for progression is on average one credit per two weeks. The Service Provider will indicate the number of credits completed each month on the Client’s monthly attendance report.
### SCHEDULE E

**Student Information and Status Report**  
**ABE Level I**

<table>
<thead>
<tr>
<th>Site</th>
</tr>
</thead>
<tbody>
<tr>
<td>Student Number</td>
</tr>
<tr>
<td>Community of Residence</td>
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<tr>
<td>Additional Information</td>
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### Assessment

<table>
<thead>
<tr>
<th>Date of Assessment:</th>
<th>Assessment Tool:</th>
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</thead>
<tbody>
<tr>
<td>Results: Math</td>
<td>Spelling (Vocabulary)</td>
</tr>
<tr>
<td>Reading Comprehension</td>
<td>Word Recognition</td>
</tr>
</tbody>
</table>

**REMEMBER:** Use the same tool consistently, for each assessment period. For the Brigance, please provide results for Word Recognition, Reading Comprehension, Spelling and Mathematics only.

<table>
<thead>
<tr>
<th>Service Provider:</th>
<th>Location:</th>
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</thead>
<tbody>
<tr>
<td>Service Provider Representative*:</td>
<td></td>
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<tr>
<td>Date:</td>
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</table>

*Note: The signature required must be from a Service Provider representative, not the instructor.*
## SCHEDULE F
### Cashflow Report

**SITE NAME:**
Cashflow Report - Community Based ABE and Literacy Tutoring Programs

<table>
<thead>
<tr>
<th>TERM 1</th>
<th>TERM 2</th>
<th>TERM 3</th>
<th>OVERALL</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>SCHEDULED REVENUE 2012-13</strong></td>
<td><strong>REVENUE RECEIVED</strong></td>
<td><strong>REVENUE RECEIVED</strong></td>
<td><strong>REVENUE RECEIVED</strong></td>
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<td>Department Grant</td>
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<td>sponsoring Organization</td>
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<tr>
<th><strong>BUDGET ITEMS</strong></th>
<th><strong>Annual Budget</strong> (Dept. Grant)</th>
<th><strong>BUDGETED</strong></th>
<th><strong>ACTUAL</strong></th>
<th><strong>DIFFERENCE</strong></th>
<th><strong>BUDGETED</strong></th>
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<th><strong>DIFFERENCE</strong></th>
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<td>Other - Furniture/Lease/IT/etc.</td>
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</table>

I certify that the information contained in this report is accurate and reported in the proper period. All supporting documentation is available for audit.

Signature (Signature required must be from an employer representative, not the instructor)

Date

---

I certify that the information contained in this report is accurate and reported in the proper period. All supporting documentation is available for audit.

Signature (Signature required must be from an employer representative, not the instructor)

Date

---

I certify that the information contained in this report is accurate and reported in the proper period. All supporting documentation is available for audit.

Signature (Signature required must be from an employer representative, not the instructor)

Date

---

I certify that the information contained in this report is accurate and reported in the proper period. All supporting documentation is available for audit.

Signature (Signature required must be from an employer representative, not the instructor)

Date
This form must be emailed to heatherlegge@gov.nl.ca or faxed to (709) 729-6246 no later than one (1) week after the student’s last day in class.

Student #:

Began Classes (date):

Ended Classes (date):

Reason for leaving:

Comments:

Service Provider: __________________________ Location: __________________________

Service Provider Representative*: __________________________________________

Date: __________________________

*Note: The signature required must be from a Service Provider representative, not the instructor.
<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Vendor Address</th>
<th>Priority Code</th>
<th>Payment Priority</th>
<th>Invoice Date</th>
<th>Original Amount</th>
<th>Approved Date</th>
<th>Approved By</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOURISM BELL IS BEL BOX 279</td>
<td>46099236</td>
<td>99</td>
<td>N/A</td>
<td>04-MAR-14</td>
<td>29,000.00</td>
<td>10-MAR-14</td>
<td>LORIYA SSCHN</td>
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<td>0.00</td>
<td>M599700025</td>
<td>No applicable Tax</td>
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<td>14-PRE</td>
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<td>01-1655-136-5280-1061-000000-0000</td>
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<td>M599700025</td>
<td>GRANT</td>
<td>10-MAR-14</td>
<td>14-PRE</td>
</tr>
</tbody>
</table>

Total for Vendor: $29,000.00
Department of Advanced Education and Skills

March 4, 2014

Please issue the following payment:

Invoice No: MS9970035  Invoice Amount: $29,000

Payee: Tourism Bell Island Inc.
P.O. Box 279, West Mines
Bell Island, NL A0A 4HO

Account Centre: 01-1655-130-52B0-1061

Payment Details: This is the third of three installments for the delivery of Levels I, II and III of the ABE program as per the attached contract.

Payment Authority: Contract

CERTIFICATION: S.30(1) of the Financial Administration Act

Debt: Advanced Education and Skills  Division/Program: Adult Learning & Literacy

Invoice #: MS9970035  Vendor #: 46990356

Amount: 01 1655 130 52B0 1061  01 1655 52B0 1061  01 1655 52B0 1061

Valid/services received in good order: X

Pays fair and just, extensions correct: X

Checked with purchase order

Certified for payment: [Signature]

3rd Floor Confederation Building, West Block
P.O. Box 700, St. John's, NL, A1B 4H0
AGREEMENT FOR SERVICES
ADULT BASIC EDUCATION (ABE) LEVEL I, II, AND III PROGRAMS

THIS AGREEMENT is made at St. John's in the Province of Newfoundland and Labrador on the 28th day of August, 2013.

BETWEEN: HER MAJESTY THE QUEEN IN RIGHT OF NEWFOUNDLAND AND LABRADOR, as represented by the Honourable Minister of Advanced Education and Skills (the "Client")

AND: Tourism Bell Island Inc., (the "Service Provider"),

collectively referred to as "The Parties"

WHEREAS:

(1) The Client has offered the Service Provider a contract to deliver Levels I, II, and III of the Provincial Adult Basic Education (ABE) Program in the location of Bell Island, NL;

(2) The Service Provider has agreed to accept the contract and deliver the ABE program as required by the Client.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements herein and subject to the terms and conditions set out in this Agreement, the Parties agree as follows:

1. Definitions

1.1 "ABE Database" means the Adult Basic Education Student Records and Certification System of the Client which houses ABE student records from all ABE Service Providers in Newfoundland and Labrador and allows for immediate retrieval and transcript/diploma generation by ABE Service Providers.

1.2 "Contract Documents" means and includes:

1.2.1 This head agreement (the "Head Agreement");
1.2.2 The Scope of Work attached as "Schedule A";
1.2.3 The Consent attached as "Schedule B";
1.2.4 The Attendance Policy attached as "Schedule C";
1.2.5 The Student Academic Progression Standards attached as "Schedule D";
1.2.6 The Student Information and Status Report Form attached as "Schedule E";
1.2.7 The Cashflow Report Form attached as "Schedule F"; and
1.2.8 The Student Exit Form attached as “Schedule G”.

1.3 “Eligible Expenditures” means expenditures, as approved by the Client, made by the Service Provider in respect of and for the sole use of the Program.

1.4 “Force Majeure” means any cause beyond the control of the Parties hereto which they could not reasonably have foreseen and guarded against, including but not limited to an act of God, strike, lock-out, act of public enemy, war, blockade and civil disturbance.

1.5 “Governing Body” means those persons appointed as the responsible authorities for Tourism Bell Island Inc.

1.6 “Intellectual Property” means all data, designs, plans, drawings, specifications, research, reports, notes, estimates, summaries, calculations, surveys, papers, completed work, and work in progress and such other information and materials or parts thereof as are compiled, drawn and produced by the Service Provider in performing this Work, including computer printouts and computer models and all copyrights thereto and all patents, trademarks and industrial designs arising therefrom.

1.7 “Program” means the provision of Adult Basic Education (ABE) Level I, II, and III Programs in accordance with the parameters and criteria as set out in “Schedule A”.

1.8 “Work” means the provision of services as set out in Article 3 of this Agreement, Service Provider’s Obligations.

1.9 “Records” means financial statements, books of accounts and student files pursuant to this Agreement, including but not limited to records required or referenced, directly or by incorporation, in Scope of Work in “Schedule A”.

1.10 “Reports” means student progress reports and other statistical reports including but not limited to reports required or referenced, directly or by incorporation, in Scope of Work in “Schedule A” or another schedule to this Agreement.

1.11 “Representatives” means directors, officers, employees, consultants, agents, advisors or partners.

2. Service Provider’s Representations and Warranties

2.1 The Service Provider represents and warrants that:

2.1.1 It is organized and is operating solely for nonprofit purposes;
2.1.2 It does not and will not provide income for the personal benefit of the Governing Body; and

2.1.3 All personnel receiving payment under this Agreement are not and will not be appointed to the Governing Body.

3. **Service Provider's Obligations**

3.1 The Service Provider will deliver the Program for a minimum of 40 instructional weeks between September 2013 and August 2014.

3.2 The Service Provider will do all things necessary to fulfill all of the obligations of the Service Provider as set out in the Contract Documents (the “Work”). The Work will be performed by the Service Provider to the satisfaction of the Client.

3.3 The Service Provider will also perform the following activities:

3.3.1 Hire all personnel required for the Work;

3.3.2 Request each student, upon enrollment, to sign the form attached hereto as “Schedule B” and provide forthwith the executed forms to the Client;

3.3.3 The Service Provider will appoint a minimum of two individuals as signing officers for the delivery agency. All Agency cheques must contain the signatures of these two signing officers;

3.3.4 The Service Provider will provide the Client with copies of any meeting minutes of the Governing Body held by the Service Provider during the term of this Agreement;

3.3.5 The Service Provider acknowledges and agrees to make every reasonable effort to ensure each ABE student funded under this Agreement shall achieve the Student Academic Progression Standards set out in “Schedule D”; and

3.3.6 The Service Provider will complete and sign the form attached hereto as “Schedule G” upon student exit and provide forthwith the executed forms to the Client within five business days.

3.4 The Service Provider agrees, where required by law under legislation applicable to the Service Provider, to obtain further written consent from each student authorizing the share or exchange of a student’s personal information with the Client for the purposes of this Agreement.
4. **Client's Obligations**

4.1 In addition to payment to the Service Provider required by this Agreement, the Client will provide decisions, instructions, acceptances and information reasonably required by the Service Provider in the performance of this Agreement.

5. **Audit and Inspection**

5.1 The Service Provider will:

5.1.1 Keep and maintain Records during the currency of the Agreement;

5.1.2 Ensure that all Records clearly demonstrate that shared costs and interest are properly apportioned or credited to the Client;

5.1.3 At any time during this Agreement, if requested by the Client, deliver a Record required under this Agreement to the Client upon three business days notice to the Service Provider;

5.1.4 If requested by the Client, deliver all Records to the Client within fourteen days following the termination of this Agreement;

5.1.5 Ensure access by the Client during regular business hours to all Records and to the premises where the Work is being performed in order that the Client may review, inspect, monitor and audit the performance of the Work; and

5.1.6 Provide the Client with the proper facilities to carry out its rights under this Article and provide the Client with copies of all requested Records.

6. **Reports**

6.1 The Service Provider will submit for approval cashflow reports and student progress reports as outlined in “Schedule A” or another schedule to this Agreement on November 29, 2013, February 28, 2014, and June 30, 2014.

6.2 The Service Provider will furnish Reports whether as required by this Agreement or as may be required by the Client from time to time. Including but not limited to reports for the purpose of ensuring compliance with this Agreement, monitoring student progress, verifying student eligibility and attendance, ensuring the Work maintains provincial standards, and research and statistical analysis. This includes, but is not limited to submitting the following:

6.2.1 Monthly attendance reports for ABE students enrolled in the location specified in “Schedule A” as specified by the Client to be submitted within three business days of the end of every month;
6.2.2 Assessments/reports required in "Schedule D", including as applicable for ABE Level I Service Providers, the Brigance assessment to be submitted on or before the dates set out in "Schedule D";

6.2.3 The Student Information and Status Report Form in "Schedule E"; and

6.2.4 At least monthly (by the end of every month) entering student information directly into the ABE Database.

6.3 The Service Provider will submit for approval:

6.3.1 Copies of any meeting minutes of the Governing Body held by the Service Provider during the term of this Agreement; and

6.3.2 Copies of all financial statements prepared for the term of this Agreement (review engagement letter for funding amounts up to $100,000; audited financial statements for funding amounts at or exceeding $100,000). The financial statements must contain a breakdown of funding provided by the Client.

6.4 All reports and documentation provided to the Client under this Agreement will be and become the property of the Client. The Service Provider may retain for its own internal purposes copies of Reports and related data, but the Service Provider will not divulge, release or publish same or any part thereof without the prior written permission of the Client.

7. Acknowledgement

7.1 Any report, announcement, advertisement, brochure, audiovisual material, design, or any other public communication or publication relating to this Agreement will acknowledge the financial contribution of the Department of Advanced Education and Skills.

8. Payment

8.1 It is agreed and understood that payments made for the satisfactory performance of the Work pursuant to this Agreement will be made in accordance with the provisions below. Specifically, the total payment under this Agreement by the Client to the Service Provider will not exceed $121,000. This funding is to be used solely for the purposes outlined in this Agreement.

8.2 Upon presentation of required documentation satisfactory to the Client, the Client will make payments to the Service Provider for the satisfactory performance of the Work as follows:
8.2.1 The first installment in the amount of $62,000 will be paid no later than September 30, 2013 upon receipt by the Client of satisfactory written confirmation that all requirements and standards related to the performance of the Work referenced in "Schedule A" have been met. The first installment will be based on upon receipt and approval by the Client of the proposed Program budget as well as written confirmation that a minimum of 12 students have been assessed and enrolled in the Program.

8.2.2 The second installment in the amount of $30,000 will be paid no later than December 31, 2013 upon receipt and approval by the Client of the November 29, 2013 cashflow report as well as student progress reports as outlined in "Schedule A" or another schedule to this Agreement.

8.2.3 The third installment in the amount of $29,000 will be paid no later than March 31, 2014 upon receipt and approval by the Client of the February 28, 2014 cashflow report as well as student progress reports as outlined in "Schedule A" or another schedule to this Agreement.

8.3 The Client may withhold payment of any amount payable under this Agreement where the Service Provider has failed to comply with any term or condition of this Agreement or pending the outcome of an audit conducted under Article 5 of this Agreement.

8.4 The Service Provider will remain obligated to complete the Work notwithstanding that the actual costs of the Service Provider, whether in respect of services, costs or expenses incurred, may exceed amounts payable under this Agreement.

8.5 The Client will not be responsible to pay any amounts identified by the Service Provider which may arise from work, services or expenses incurred to remedy errors or omissions in the Work for which the Service Provider is responsible.

9. Repayment

9.1 The Service Provider will repay to the Client the amount of any payment to which it is not entitled under this Agreement. Upon the Client's demand for repayment of any amount to which the Service Provider is not entitled the Service Provider will repay the amount demanded with it being agreed between the Parties that any such amount is considered a debt owing to the Client.

9.2 The amounts to which the Service Provider is not entitled include:

9.2.1 The amount of any payments made in error;

9.2.2 The amount of any payments made for costs in excess of the amount actually incurred for these costs; and
9.2.3 The amount of any payments for costs that were not eligible for reimbursement under this Agreement.

10. Entire Agreement

10.1 This Agreement constitutes the entire Agreement between the Parties and supersedes all previous agreements or arrangements, written or oral, relating to the Work. There are no understandings, representations, or warranties of any kind except as expressly set forth herein. Documents described in “Schedule A” will form part of this Agreement by incorporation by reference in “Schedule A” or by direct incorporation into “Schedule A”.

11. In-service Training

11.1 As applicable the Service Provider agrees to attend in-service training for ABE Levels I, II, and III provided by the Client in accordance with requirements specified by the Client.

12. Non-Waiver

12.1 The failure of the Client to insist upon or enforce in any instance strict performance by the Service Provider of any of the terms of this Agreement or to exercise any rights herein conferred will not be construed as a waiver or a relinquishment to any extent of the Client’s right to assert or rely upon any such terms or rights on any future occasion.

13. Liability

13.1 Before making any payment in accordance with Article 8, the Client may require the Service Provider to furnish evidence that the Work for which payment is being made is free and clear from any and all lawful claims.

13.2 The Service Provider will indemnify and hold harmless the Client from and against any liability arising from the performance or non-performance of the Work, except claims for damages resulting from the negligence of a representative of the Client in the exercise of the duties within the scope of its employment.

13.3 In addition to the Service Provider’s obligation to indemnify the Client in respect of any claim set out in Article 13.2 the Service Provider will defend any and all actions by third parties and pay all legal charges, costs and other expenses arising therefrom. Notwithstanding the foregoing, the Client may at its own discretion retain its own solicitors to defend its interests in any such suit or claim, and the legal costs of that defense shall be paid by the Service Provider.

14.1 All Intellectual Property created pursuant to this Agreement will be and become the property of the Client and will be delivered to the Client upon completion of the Work or upon earlier termination of this Agreement. The Service Provider may retain for its own internal purposes copies of Reports and related data but the Service Provider will not divulge, release or publish same or any part thereof without the prior written consent of the Client.

15. Termination

15.1 This Agreement may be terminated by the Service Provider by giving the Client two months written notice of termination.

15.2 Notwithstanding the provisions of this Agreement, the Client may at any time by way of written notice to the Service Provider, terminate this Agreement for cause.

15.3 Where this Agreement is terminated prior to the mutually agreed upon completion date, the Service Provider will thereupon be entitled to payment in accordance with this Agreement in respect of that part of the Work completed up to the date of termination, provided however, that the Service Provider will not be entitled to any other payment in respect of such termination, including, without prejudice to the generality of the foregoing, any payment for any consequential loss or damage arising from termination of this Agreement or in any other way related thereto. The Client will retain the right to set off with respect to any earned but unpaid proceeds then due, any amount owing to the Client pursuant to this Agreement.

16. Assignment

16.1 The Service Provider will not assign this Agreement in whole or in part.

17. Notice

17.1 All notices, claims, payments, reports and other communications required under this Agreement will be in writing.
17.2 The address for service for notices under this Agreement will be:

**For the Client:**
Attention: Candice Ennis-Williams  
Director of Adult Learning and Literacy  
Advanced Studies Branch  
Department of Advanced Education and Skills  
P.O. Box 8700  
St. John’s, NL A1B 4J6  
CandiceEnnis-Williams@gov.nl.ca

**For the Service Provider:**
Attention: Henry Crane  
Tourism Bell Island Inc.  
P.O. Box 279, West Mines  
Bell Island, NL A0A 4H0  
tourismbellisland@gmail.com

17.3 Notices, requests or documents will be deemed to have been received by the addressee as follows:

17.3.1 As of the date on which they are delivered where delivery is by messenger or special courier service;

17.3.2 As of the date on which they are sent where delivery is by telecopier or other means of electronic telecommunication; and

17.3.3 Six days after delivery to Canada Post Corporation where the postal service is used.

18. General

18.1 This Agreement will be governed by and interpreted according to the laws of the Province of Newfoundland and Labrador, and all actions, suits and proceedings arising out of the Agreement will be determined in a court of competent jurisdiction in the Province of Newfoundland and Labrador, subject to any right of appeal.

18.2 The Service Provider or its Representatives will, at all times, comply with all applicable laws, ordinances, statutes, rules, regulations and orders of governmental and municipal authorities, and will give due regard to all business practices and local customs prevailing in the Province of Newfoundland and Labrador. For greater certainty, the Service Provider agrees to comply with the provisions of the Canadian Charter of Rights and Freedoms, the Newfoundland and Labrador Human Rights Code, 2010, the Newfoundland and Labrador Labour Standards Act and with all
other applicable federal and provincial legislation. The Service Provider will provide (where requested by the Client) evidence of compliance with all requirements of the Province of Newfoundland and Labrador with respect to Worker’s Compensation and/or Occupational Health and Safety, including, without limitation, any payments or compliance orders due or issued thereunder.

18.3 No public employee or member of the House of Assembly of the Province of Newfoundland and Labrador will be admitted to any part or share of the payments made pursuant to this Agreement or to any benefits arising therefrom except in accordance with the Conflict of Interest Act or the House of Assembly Act.

18.4 This Agreement will not be amended except by agreement and in writing between the Parties. This Agreement may be amended or otherwise modified by email provided each Party expressly states the intent and agreement to modify this Agreement.

18.5 This Agreement may be executed in any number of counterparts, each of which will be considered an original of this Agreement, and which together will constitute one and the same instrument. No Party will be bound to this Agreement unless and until all Parties have executed a counterpart. A facsimile signature or an otherwise electronically reproduced signature of either Party will be deemed to be an original.

18.6 This Agreement will inure to the benefit of and be binding upon the Parties hereto, their respective heirs, legal representatives, successors and assigns.

18.7 The obligations of both Parties under this Agreement, which, by their nature, would continue beyond the expiration or earlier termination of this Agreement, will survive the expiration or earlier termination of this Agreement indefinitely.

18.8 Neither Party will be considered in default of performance of its obligations hereunder to the extent that performance of such obligations is delayed, hindered or prevented by Force Majeure.

18.9 Time will be of the essence in this Agreement.

18.10 If any provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, such invalidity or unenforceability will attach only to such provision, and all other provisions hereof will continue in full force and effect.

19. Third Party Liability

19.1 Nothing in this Agreement constitutes the Service Provider as a servant or agent of Her Majesty the Queen in Right of Newfoundland and Labrador. The Service
Provider agrees that, in performance of its obligations under this Agreement, neither the Service Provider nor its Representative will be or be deemed to be an officer, servant or agent of the Client. The Service Provider will act throughout as an independent service provider.

20. Conflict / Inconsistency

20.1 In the event of any conflict or inconsistency between provisions in the Contract Documents, the Contract Documents will have precedence as follows: first the Head Agreement, second "Schedule A" Scope of Work.

21. Representations

21.1 The Service Provider hereby represents and warrants that every fact stated or represented by the Service Provider or its Representatives to the Client in respect of the Work is true and agrees that the Client will be conclusively deemed to have relied on such representation or statement in entering into this Agreement.

22. Effective Date

22.1 The effective date of this Agreement shall be the date on the first page of this Head Agreement.

23. Renewal

23.1 This Agreement may be renewed before termination on an annual basis upon written agreement by both Parties.

23.2 The Client may impose additional terms and conditions on any renewal.

24. Dispute Resolution

24.1 In case of a dispute arising between the Client and the Service Provider as to their respective rights and obligations under this Agreement, the Parties will first attempt to resolve all matters through friendly negotiation by a meeting between their Representatives upon notice per Article 17. A resolution reached in this way must be reached within ten days of both Parties having knowledge and notice of the dispute and be reduced to writing.

24.2 In the case of a dispute arising between the Client and the Service Provider as to their respective rights and obligations under this Agreement (that has not been resolved pursuant to Article 24.1), either Party may give the other notice of such
dispute and to request arbitration thereof. If both Parties agree, the Parties will, with respect to the particular matters then in dispute, submit the same to arbitration in accordance with the provisions of the Arbitration Act, RSNL1990 cA-14, including such provisions for the appointment of arbitrators.

IN WITNESS WHEREOF these presents are executed by the parties hereto as of the date first above written as follows:

Her Majesty the Queen in Right of Newfoundland and Labrador:

[Signature]

Minister of Advanced Education and Skills or Designate

[Signature]

Witness

Service Provider:

[Blacked Out]

Tourism Bell Island Inc.

[Blacked Out]

Witness
SCHEDULE A
Scope of Work

Standards for Organizations to Deliver and Certify the Adult Basic Education (ABE) Program

1.0 INTRODUCTION

In these standards "organization" or "organizations' shall read as "Service Provider" or "Service Providers" respectively. These standards shall be met by a Service Provider in the delivery and certification of the Adult Basic Education (ABE) Program.

2.0 STANDARDS AND REQUIREMENTS

The ABE program was designed with the intent of providing adults who have not completed high school with the opportunity of acquiring a solid, high quality high school equivalency to function in society, and to access further education, training, and employment opportunities. In Newfoundland and Labrador, one of the avenues for achieving high school equivalency is through the provincial ABE program. The ABE program consists of three levels: Level I (basic literacy and numeracy skills); Level II (transitional skills similar to grades 7 – 9); and Level III (corresponds to grades 10 – 12). A minimum of 36 credits in Level III are needed in order to graduate ABE and receive high school equivalency. ABE is delivered using provincially-developed curriculum and is predominantly a self-paced, individualized, classroom-based program. The ABE program is currently delivered on a full-time basis by private training institutions and community-based organizations in rural and urban locations throughout the province. At select locations, ABE is also delivered on a part-time basis, through e-Learning (Level I only), and through evening classes.

All related ABE documents are posted on the AES website at the following link: http://www.aes.gov.nl.ca/adultlearning/index.html. Instructors and administrators of ABE programs are required to follow all ABE related documents on the above site, which include, but are not limited to: Study Guides, Curriculum Guides, Program Guides, Database User's Manual, and Transfer Guide.

2.1 Instructor Hiring

The organization shall:

- ensure the resume and transcript of marks for each instructor and appropriate documentation for instructor assistants shall be submitted to AES for approval prior to hiring;
- agree to be the designated employer of any staff they hire to deliver the program; and
- ensure that there is a qualified instructor present for any subject area where there is at least one student taking a course in that specific subject.
2.2. Instructor Qualifications
All Instructors shall meet minimum qualifications and be approved by AES to deliver specific ABE levels and subject areas.
Instructors shall:
• hold an Education Degree and have completed at least 6 university courses in the discipline they teach; or
• possess an Adult Education Diploma from a recognized college or university with an undergraduate degree in the subject areas they teach; or
• demonstrate a combination of credentials and experience which is deemed suitable by AES.

2.3 Instructor/Student Ratio
The Instructor/Student Ratio is a comparison of the available number of instructors to the number of students.
The organization shall ensure that the Instructor/Student Ratio be no greater than 1:12 for Level I and 1:15 for Levels II and III combined. Classes may have a combination of levels of students at the same time as long as the Instructor/Student Ratio used is based on the lowest Level of ABE being taught in the class. Therefore, in a class with Level I and II/III students, the maximum number of students per instructor would be 12.

2.4 Building - Minimum Facilities
The organization shall:
• meet a minimum of 25 square feet of classroom space per student;
• ensure its classrooms have natural lighting;
• ensure the facility adheres to accessibility standards as outlined in the Building Accessibility Act and regulations;
• make provisions to accommodate students with physical challenges;
• ensure it has a Municipal Occupancy Permit from the municipal council, as well as relevant Fire and Health inspection Certificates;
• ensure it has general liability, and other applicable insurances as needed;
• ensure it has a private room suitable for consultation with students, quiet study, etc., and
• ensure it has a lunchroom with tables, chairs, a fridge, microwave, and a sink.

Classroom and laboratory facilities will be reassessed on a yearly basis by AES to ensure that quality is maintained.

2.5 Level II/III Science Laboratory
The organization shall have access to a science laboratory as per Section 2.5.1. Where the science laboratory is not direct access, the organization shall ensure it has supporting documentation which outlines the arrangements for access to a science laboratory. If an
organization has a partnership with a local high school approved by AES, the organization will ensure it has a written agreement in place between the organization and the school district. The organization shall also ensure the science laboratory:

- is furnished with 15 workstations and 15 stools;
- contains safety and fire equipment;
- contains a minimum of 15 lab coats and safety goggles; and
- is accessible for persons with physical challenges.

2.5.1 Checklist of Laboratory Facilities, Equipment and Supplies

The following are listed as minimum requirements for offering and certifying Level II/III of the ABE program to an average-sized class of 15 students (quantities should be adjusted to accommodate more/less students). Organizations are encouraged to enrich these requirements. Substitutions, in keeping with alternative delivery approaches, may be accepted upon request.

Where the science laboratory is not direct access, the organization shall include supporting documentation which outlines the arrangements for access to a science laboratory. If organizations wish to have a partnership with local high schools approved by AES, they will need to have a written agreement in place between their institution and the school district. Note variations in quantity or substitutions of any sort.

### Physical Plant

- [ ] running hot & cold water
- [ ] propane supply for Bunsen burners, in accordance with current edition of CAN/CGA-B-149.2 Propane Installation Code (may be replaced by alcohol burners or CSA approved electrical hotplates)
- [ ] fume hood (or other external ventilation system)
- [ ] electrical outlets, 1 per work station, installed in accordance with the National Building Code
- [ ] eye wash station
- [ ] shower (or spray attachment at sink)
- [ ] fire extinguisher, in accordance with current edition of NFPA-10 Standard for Portable Fire Extinguishers
- [ ] first aid kit #2, in accordance with Occupational Health and Safety Regulations
- [ ] fire blanket

### Equipment

- [ ] 2 acceleration timers
- [ ] 2 ammeters, DC (may be replaced by combined volt-ohm-ammeters)
- [ ] 12 aprons or lab coats
- [ ] 1 barometer
- [ ] 6 batteries, 6 volt
- [ ] 72 beakers, assorted sizes (from 50 mL to 1000 mL)
[ ] 12 Bunsen burners (or 12 alcohol burners or 3 hot plates)
[ ] 6 clamps, symmetrical
[ ] 6 clamps, thermometer
[ ] 6 dissecting kits
[ ] 2 dynamics carts
[ ] 30 flasks, Erlenmeyer, Pyrex, assorted sizes (from 125 mL to 1000 mL)
[ ] 12 funnels
[ ] 1 generator (AC/DC)
[ ] 6 gloves, pairs, heat resistant
[ ] 6 gloves, pairs, rubber
[ ] 30 graduated cylinders, assorted sizes (from 10 mL to 1000 mL)
[ ] 2 Hall's carriages
[ ] 12 hand lenses
[ ] 6 hydrometers, double-scale
[ ] 4 lenses, concave
[ ] 4 lenses, convex
[ ] 12 light bulbs, miniature & sockets
[ ] 6 magnets, alnico bar
[ ] 6 magnetic compasses
[ ] 30 medicine droppers
[ ] 12 metre sticks
[ ] 2 microscopes (with 10x & 40x objectives)
[ ] 4 mirrors, plane
[ ] 4 mirrors, concave
[ ] 4 mirrors, convex
[ ] 1 motor, St. Louis
[ ] 2 ohmmeters (may be replaced by combined volt-ohm-ammeters)
[ ] 1 osmosis apparatus
[ ] 1 periodic table (chart)
[ ] 60 petri dishes
[ ] 24 pipets, assorted sizes (from 5 mL to 25 mL)
[ ] 2 pipetting devices
[ ] 6 pulleys
[ ] 2 power supplies (AC/DC)
[ ] 1 ray box, with accessories
[ ] 1 refrigerator
[ ] 12 retort stands (rods & support bases)
[ ] 2 rheostats
[ ] 6 ring supports (if Bunsen Burnners and/or Alcohol Lamps are used)
[ ] 12 safety goggles
[ ] 2 scales, metric (eg. platform or electronic)
[ ] 4 scales, Newton
[ ] 4 scissors
<table>
<thead>
<tr>
<th>Quantity</th>
<th>Item</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>slinky springs</td>
</tr>
<tr>
<td>6</td>
<td>knife switches</td>
</tr>
<tr>
<td>1</td>
<td>solar system model or chart</td>
</tr>
<tr>
<td>2</td>
<td>stopwatches</td>
</tr>
<tr>
<td>12</td>
<td>spatulas or spoons</td>
</tr>
<tr>
<td>90</td>
<td>test tubes, Pyrex, assorted sizes</td>
</tr>
<tr>
<td>12</td>
<td>test tube holders</td>
</tr>
<tr>
<td>4</td>
<td>test tube racks</td>
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<tr>
<td>12</td>
<td>thermometers</td>
</tr>
<tr>
<td>2</td>
<td>titration equipment kits</td>
</tr>
<tr>
<td>6</td>
<td>tongs, flask</td>
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<tr>
<td>1</td>
<td>transformer</td>
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<tr>
<td>2</td>
<td>voltmeters (may be replaced by combined volt-ohm-ammeters)</td>
</tr>
<tr>
<td>12</td>
<td>wire gauze squares, ceramic centred (if Bunsen Burners and/or Alcohol Lamps are used)</td>
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**Chemicals & Supplies**

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Item</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 L</td>
<td>alcohol</td>
</tr>
<tr>
<td>60</td>
<td>candles</td>
</tr>
<tr>
<td>12</td>
<td>carbon rods</td>
</tr>
<tr>
<td>500 g</td>
<td>copper sulphate</td>
</tr>
<tr>
<td>100'</td>
<td>copper wire, insulated</td>
</tr>
<tr>
<td>1 L</td>
<td>distilled water (or deionized)</td>
</tr>
<tr>
<td>1 box</td>
<td>filter papers</td>
</tr>
<tr>
<td>2 boxes</td>
<td>glass slides and cover slips</td>
</tr>
<tr>
<td>12</td>
<td>glass rods, stirring</td>
</tr>
<tr>
<td>50'</td>
<td>glass tubing, assorted sizes</td>
</tr>
<tr>
<td>1 L</td>
<td>hydrochloric acid</td>
</tr>
<tr>
<td>500 mL</td>
<td>hydrogen peroxide</td>
</tr>
<tr>
<td>500 mL</td>
<td>iodine</td>
</tr>
<tr>
<td>500 g</td>
<td>iron filings</td>
</tr>
<tr>
<td>1 vial</td>
<td>litmus paper, blue</td>
</tr>
<tr>
<td>1 vial</td>
<td>litmus paper, red</td>
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<tr>
<td>12 each</td>
<td>metal strips (copper, zinc, lead, aluminum, iron)</td>
</tr>
<tr>
<td>25 g</td>
<td>pepsin</td>
</tr>
<tr>
<td>1 roll</td>
<td>pH paper, wide range</td>
</tr>
<tr>
<td>1 set</td>
<td>mineral samples</td>
</tr>
<tr>
<td>1 set</td>
<td>rock samples</td>
</tr>
<tr>
<td>50'</td>
<td>rubber tubing, assorted sizes</td>
</tr>
<tr>
<td>2.5 kg</td>
<td>sand</td>
</tr>
<tr>
<td>500 g</td>
<td>sodium chloride (table salt)</td>
</tr>
<tr>
<td>500 g</td>
<td>sodium bicarbonate (baking soda)</td>
</tr>
<tr>
<td>1 L</td>
<td>sodium hydroxide</td>
</tr>
</tbody>
</table>
130

| [ ] 500 mL | stain (eg. methylene blue) |
| [ ] 500 g  | sugar                      |
| [ ] 500 g  | sulphur                    |
| [ ] 1 L    | vinegar                    |
| [ ] 1      | wood splints, bundle of 500|
| [ ] 500 g  | zinc, mossy                |

**Prepared Slides**

| [ ] 2 | angiosperms |
| [ ] 2 | animal cell |
| [ ] 2 | bacteria, 3 types |
| [ ] 2 | blue-green algae |
| [ ] 2 | bone tissue |
| [ ] 2 | bread mould |
| [ ] 2 | gymnosperms |
| [ ] 2 | human blood |
| [ ] 2 | kidney |
| [ ] 2 | meiosis (plant & animal) |
| [ ] 2 | mitosis (plant & animal) |
| [ ] 2 | monocot/dicot comparison |
| [ ] 2 | muscle tissue, 3 types |
| [ ] 2 | nerve cells |
| [ ] 2 | plant cell |
| [ ] 2 | protists (eg. amoeba, paramecium, euglena) |
| [ ] 2 | spirogyra, vegetative & conjugating |
| [ ] 2 | vascular tissue |
| [ ] 2 | yeast, budding |

**Preserved Specimens**

| [ ] 1 | Animal kingdom set, vertebrates & invertebrates |
| [ ] 1 | Plant kingdom set |

2.6 **Student Entrance Requirements**

Students entering the ABE program can range from those individuals with no literacy background to those wanting to upgrade or formally graduate. The organization agrees that in order to be accepted into the ABE I, II and III program, a student shall be at least eighteen years of age and out of school for at least one year.

2.7 **Student Records**

Maintaining student records is a critical aspect of the operation of a training institution. ABE organizations shall issue student transcripts for Levels I, II and III, as well as Level III graduation diplomas. Organizations will be provided access to the provincial ABE Student Records and Certification System (ABE Database).
Organizations shall:
- regularly enter demographic, student participation, academic and completion information in the ABE database for each student enrolled in the organization's ABE program;
- enter information/records in the ABE database accurately and upon any change in a student's participation status (e.g., enrolment, course completion(s), program exit, graduation);
- agree to utilize and complete AES forms;
- ensure all transcripts will be generated using the ABE Database and printed on institution-specific paper; and
- ensure that its ABE Level III Diplomas will be generated using the ABE Database and printed on institution-specific paper.

The organization shall additionally accumulate statistics on the following:
- enrolment;
- non-completers;
- attendance;
- assessment results;
- graduates; and
- follow-ups of graduates.

2.8 Institutional Evaluation
A site visit is required prior to delivering the ABE program (further detail outlined in Section 3.0). Organizations also agree to accept follow-up and monitoring by AES for the duration of the time that they deliver the ABE program to ensure adherence to AES procedures and standards.

2.9 Assessment
Organizations are responsible for conducting assessment on any new ABE Level I, II, and III students. All assessment tools used (e.g., CAAT, Brigance) shall be approved by AES. This assessment process would not apply to currently enrolled students transitioning from another ABE program (e.g., CNA ABE students transitioning to a new training provider/organization).

2.10 Status Reporting
Organizations delivering ABE shall submit status reports as requested by AES. These reports will include statistics of enrolment, non-completers, attendance, assessment results, graduates, and follow-ups of graduates.

2.11 Schedule
The organization shall:
- where organizations will offer a full-time classroom program, commit to 25 hours of instruction (5 hours per day) and 10 paid hours of instructor preparatory time, each week;
• where organizations will offer a part-time classroom program, commit to a minimum of 10 hours of instruction (2.5 hours per day) and 2 hours of instructor preparatory time, each week;
• agree to advise AES if the program takes an unscheduled break; and
• ensure that a qualified instructor for Math, Science and English is always present during the hours students are in attendance;
• submit an academic calendar which includes: scheduled breaks (Christmas, Easter, and summer). The academic calendar shall also outline the weekly instructional schedule.

2.12 Print
The organization shall:
• ensure that it has sufficient student resources to meet the needs of each ABE student. This requires that each student have an individual textbook for each subject being studied;
• obtain the required student texts as outlined in the curriculum guides on http://www.aes.gov.nl.ca/;
• ensure that it has sufficient instructor resources to meet the needs of each ABE instructor. This requires that each instructor have a copy of all appropriate resources for each subject being taught; and
• obtain the required instructor resources as outlined in the curriculum guides on http://www.aes.gov.nl.ca/.

2.13 Non-Print
The organization shall:
• include a minimum of two internet accessible computers per each classroom of 15 students;
• ensure that each instructor has access to his/her own dedicated computer; and
• ensure that it has computer technology (e.g. computers, wi-fi access and printers) available for student use on the premises being used for ABE delivery.

2.14 Hazardous Materials
The organization shall:
• establish a procedure for the storing and disposal of hazardous chemicals that is in accordance with applicable federal, provincial and municipal legislation and regulation.

3.0 SITE EVALUATIONS

The ongoing site visits play a significant role in the maintenance of quality education. AES may conduct site visits for various reasons as discussed below.
3.1 Routine Site Visits
Generally, prior to AES conducting a routine site visit, an organization will be contacted and advised as to the date of the visit. However, AES reserves the right to conduct a site visit without prior notification. Departmental personnel will also be available to the instructor or administration to offer advice, if needed. If problems are identified as a result of the site visit, AES will notify the organization and ask that the issues be addressed and resolved.

3.2 Site Visits Resulting From Complaints
AES may conduct a visit to investigate a complaint. AES personnel may address the problem with the administration, instructors and students to receive their feedback. Analysis of student records and files may also be necessary for the investigation process.

4.0 COMPLAINT PROCEDURES
AES has specific policies and procedures governing responses to complaints. These policies and procedures are outlined below.

The complainant may contact AES to register a concern. They are advised that their first course of action in resolving the issue is to address it with the administration of the organization. The response of the organization to the complainant should be in writing to eliminate any misunderstanding in interpretation. If the issue remains unresolved to the satisfaction of the complainant, they may then communicate their concerns to AES, in writing, and attach a copy of the letter of response from the organization.

AES will notify the organization that a complainant is unsatisfied with the organization's response to their concerns and has requested AES initiate an investigation. If upon review of the documents AES determines that there is insufficient information to make a decision, a site visit or phone call will be conducted to collect additional information. Once the investigation has been completed, a formal report outlining the investigation results will be prepared along with the identification of any actions necessary to reach a resolution. All parties will be notified accordingly. If actions have been identified, AES will follow-up to ensure compliance.
SCHEDULE B
Adult Basic Education (ABE) Consent

Please carefully read the following statements, fill in the blanks, and sign the bottom.

I understand that the Department of Advanced Education and Skills, Government of Newfoundland and Labrador, funds the Adult Basic Education (ABE) Program in which I am seeking enrollment.

I agree to the Department of Advanced Education and Skills:
• collecting my personal information related to my participation in an ABE Program, including my academic record, attendance record (and supporting documentation) and status, from the ABE service provider(s) / site(s) where I am enrolled or have previously been enrolled including, if applicable, the College of the North Atlantic
• disclosing and exchanging my personal information related to my participation in an ABE Program, including my academic record, attendance record (and supporting documentation) and status, to and with the following:
  o Department of Human Resources and Skills Development (Government of Canada)
  o ABE service provider(s) / site(s) where I am enrolled or have previously been enrolled including, if applicable, the College of the North Atlantic.

I understand that my personal information is being collected, disclosed and exchanged as agreed to above for the purposes of:
• determining my program eligibility (initial and ongoing)
• determining funding requirements and obligations between the Government of Newfoundland and Labrador and ABE Service Providers
• monitoring student progress
• ensuring the program maintains provincial standards
• research and statistical analysis.

ABE Service Provider / Site: __________________________________________

Name: ____________________________________________________________

Date of Birth: ________________ Telephone: __________________________

Address: _________________________________________________________

______________________________________________________________

Signature: __________________________________ Date: _________________

Witness: __________________________________ Date: _________________

Please direct any question about this form to: Manager - Adult Learning and Literacy Division, Department of Advanced Education and Skills, P.O. Box 8700, St. John’s, NL, A1B 4J6. Telephone: (709)729-6191. Email: cindychristopher@gov.nl.ca. This information is collected under the authority of s. 32 of the Access to Information and Protection of Privacy Act, SNL 2002 c.A-1.1, as amended.
SCHEDULE C
Attendance Policy

- Students are expected to attend 100% of the Instructional Days in a month. Instructional Days are defined to be those days that the Service Provider is open for training purposes.
- Instructional Days do not include days when the institution is closed due to statutory holidays, civic holidays, or school breaks or any other closure which is within the institution's responsibility and/or control.
- Service Providers are expected to keep daily student attendance and supporting documentation for absences (e.g., doctor's note) on file which may be subject to audit by the Client.
  - When a student's monthly average attendance falls below acceptable levels, the Client will follow-up with the Service Provider to discuss absences and determine if the student will continue to be supported in the program.
SCHEDULE D
Student Academic Progression Standards

For ABE Level I — Unless otherwise authorized by the Client, the Brigance Diagnostic Inventory of Essential Skills is the assessment tool to be used for students in this level. The Client’s expectation for progression is grade level increases of .5 to 1.0 within 60 instructional hours. The overall enrollment period for a client in Level I will normally not exceed ten months.

For Client review purposes, the Service Provider will conduct a Brigance assessment for each enrolled ABE Level I student, record the results on Schedule E, encrypt and submit it electronically to heatherlegge@gov.nl.ca at the Division of Adult Learning and Literacy as follows:

- In September 2013 or within three business days of each new student enrolment in the program;
- By November 29, 2013;
- By February 28, 2014; and
- By June 30, 2014

The Service Provider will also indicate the number of courses completed each month on the Client’s monthly attendance report.

For ABE Level II — The Client’s expectation for progression is on average one course per two weeks. The overall enrollment period for a client in Level II will normally not exceed six months. The Service Provider will indicate the number of courses completed each month on the Client’s monthly attendance report.

For ABE Level III — The Client’s expectation for progression is on average one credit per two weeks. The Service Provider will indicate the number of credits completed each month on the Client’s monthly attendance report.
**SCHEDULE E**

**Student Information and Status Report**

**ABE Level I**

Site

Student Number

Community of Residence

Additional Information

<table>
<thead>
<tr>
<th>Assessment</th>
<th>Assessment Tool:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date of Assessment:</td>
<td>Assessment Tool:</td>
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<tr>
<td>Results: Math</td>
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<tr>
<td>Spelling (Vocabulary)</td>
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<tr>
<td>Reading Comprehension</td>
<td>Assessment Tool:</td>
</tr>
<tr>
<td>Word Recognition</td>
<td>Assessment Tool:</td>
</tr>
</tbody>
</table>

**REMEMBER:** Use the same tool consistently, for each assessment period. For the Brigance, please provide results for Word Recognition, Reading Comprehension, Spelling and Mathematics only.

Service Provider: Location:

Service Provider Representative*: 

Date: 

*Note: The signature required must be from a Service Provider representative, not the instructor.
# SCHEDULE F
**Cashflow Report**

**SITE NAME:**

**Cashflow Report – Community Based ABE and Literacy Tutoring Programs**

<table>
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<tr>
<th>TERM 1</th>
<th>TERM 2</th>
<th>TERM 3</th>
<th>OVERALL</th>
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<td><strong>REVENUE RECEIVED</strong></td>
<td><strong>REVENUE RECEIVED</strong></td>
<td><strong>REVENUE RECEIVED</strong></td>
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</tr>
</tbody>
</table>

I certify that the information contained in this report is accurate and reported in the proper period. All supporting documentation is available for audit.

Signature (signature required must be from an employer representative, not the instructor)

Date

---

I certify that the information contained in this report is accurate and reported in the proper period. All supporting documentation is available for audit.

Signature (signature required must be from an employer representative, not the instructor)

Date

---

I certify that the information contained in this report is accurate and reported in the proper period. All supporting documentation is available for audit.

Signature (signature required must be from an employer representative, not the instructor)

Date

---

I certify that the information contained in this report is accurate and reported in the proper period. All supporting documentation is available for audit.

Signature (signature required must be from an employer representative, not the instructor)

Date
SCHEDULE G
Student Exit Form

This form must be emailed to heatherlegge@gov.nl.ca or faxed to (709) 729-6246 no later than one (1) week after the student's last day in class.

Student #:

Began Classes (date):

Ended Classes (date):

Reason for leaving:

Comments:

Service Provider: __________________________ Location: __________________________

Service Provider Representative*: ____________________________________________

Date: __________________________

*Note: The signature required must be from a Service Provider representative, not the instructor.
<table>
<thead>
<tr>
<th>Expense Accounting Flex</th>
<th>Amount</th>
<th>Invoice Number</th>
<th>Description</th>
<th>Accounting Date</th>
<th>Pay Group</th>
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<td>10-JUN-14</td>
<td>2,500.00</td>
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Total for Vendor: $2,509.00
Set of Books - Govt of Nfld
Currency: CAD
Recap Register
Data Entry Person: HRE_ETP
Recap Number: V142015106679
Vendor Name  Vendor Address  Priority Code  Payment Priority  Invoice Date  Original Amount  Approved Date  Approved By

<table>
<thead>
<tr>
<th>Expense Accounting Flex</th>
<th>Amount</th>
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Total for Vendor: $4,500.00
### Set of Books - Govt of NY

**Currency:** CAD  
**Recap Register:**  
**Data Entry Person:** JHR_PAYM

**Recap Number:** V1420151004912

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**Total for Vendor:** $2,415.00
PROGRAM: Wage Subsidy - SSEP

Project #: 14SPI01706
Invoice Date: 2014/07/08 12:51:26PM
Invoice #: EPR14191024

Payable To: Tourism Bell Island
P. O. Box 279
Barkfordville
NL, Canada A6A 4J0

Amount Payable: $ 2,415.00

Period Covered for this Payment: From To

Account Centre # (Program/Region): 01-1600-160-52R0-1061-000000-0000

Prepared By: Marlene Patten
Verified By: Dean Shute
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Total for Vendor: 24,896.00
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**Total for Vendor:** $1,344.00
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Total for Vendor: $2,113.13
Program: Wage Subsidy - High School

Project #: 14H52017
Invoice Date: 2014/07/31 11:02:51AM
Invoice #: EPR14911479

Payable To: Tourism Bell Island
P.O. Box 279
Bickfordville
NL, Canada A0A 4H0

Amount Payable: $2,113.13

Period Covered for this Payment:
From
To

Account Centre # (Program/Region): 01-1600-160-52R0-1051-000000-0000

Prepared By: Simona Quintan
Verified By: Dean Stote
<table>
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Total for Vendor: $62,000.00
September 10, 2014

Please issue the following payment:

Invoice No.: MS9970163    Invoice Amount: $62,000

Payee: Tourism Bell Island Inc
P.O. Box 279, West Mines
Bell Island, NL A0A 4H0

Account Centre: 01-1656-130-52V0-1061

Payment Details: This is the first of three installments for the delivery of Levels I, II, and III of the ABE program as per the attached contract.

Payment Authority Contract
AGREEMENT FOR SERVICES
ADULT BASIC EDUCATION (ABE) LEVEL I, II, AND III PROGRAMS

THIS AGREEMENT is made at St John's in the Province of Newfoundland and Labrador on the 95th day of August, 2014.

BETWEEN
HER MAJESTY THE QUEEN IN RIGHT OF NEWFOUNDLAND AND LABRADOR, as represented by the Honourable Minister of Advanced Education and Skills (the "Client"),

AND:
Tourism Bell Island Inc., (the "Service Provider"),

collectively referred to as "The Parties".

WHEREAS:

(1) The Client has offered the Service Provider a contract to deliver Levels I, II, and III of the Provincial Adult Basic Education (ABE) Program in the location of Bell Island, NL;

(2) The Service Provider has agreed to accept the contract and deliver the ABE program as required by the Client.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements herein and subject to the terms and conditions set out in this Agreement, the Parties agree as follows:

1. Definitions

1.1 "ABE Database" means the Adult Basic Education Student Records and Certification System of the Client which houses ABE student records from all ABE Service Providers in Newfoundland and Labrador and allows for Immediate retrieval and transcript/diploma generation by ABE Service Providers.

1.2 "Contract Documents" means and includes:
  1.2.1 This head agreement (the "Head Agreement"),
  1.2.2 The Scope of Work attached as "Schedule A";
  1.2.3 The Consent attached as "Schedule B";
  1.2.4 The Attendance Policy attached as "Schedule C";
  1.2.5 The Student Academic Progression Standards attached as "Schedule D";
  1.2.6 The Student Information and Status Report Form attached as "Schedule E";
  1.2.7 The Cashflow Report Form attached as "Schedule F"; and
1.2.8 The Student Exit Form attached as "Schedule G"

1.3 "Eligible Expenditures" means expenditures, as approved by the Client, made by the Service Provider in respect of and for the sole use of the Program.

1.4 "Force Majeure" means any cause beyond the control of the Parties hereinafter which they could not reasonably have foreseen and guarded against, including but not limited to an act of God, strike, lock-out, act of public enemy, war, blockade and civil disturbance.

1.5 "Governing Body" means those persons appointed as the responsible authorities for the Service Provider.

1.6 "Intellectual Property" means all data, designs, plans, drawings, specifications, research, reports, notes, estimates, summaries, calculations, surveys, papers, completed work, and work in progress and such other information and materials or parts thereof as are compiled, drawn and produced by the Service Provider in performing this Work, including computer printouts and computer models and all copyrights thereto and all patents, trademarks and industrial designs arising therefrom.

1.7 "Program" means the provision of Adult Basic Education (ABE) Level I, II, and III Programs in accordance with the parameters and criteria as set out in "Schedule A".

1.8 "Work" means the provision of services as set out in Article 3 of this Agreement.

1.9 "Records" means financial statements, books of accounts and student files pursuant to this Agreement, including but not limited to records required or referenced directly or by incorporation, in Scope of Work in "Schedule A".

1.10 "Reports" means student progress reports and other statistical reports including but not limited to reports required or referenced, directly or by incorporation, in Scope of Work in "Schedule A" or another schedule to this Agreement.

1.11 "Representatives" means directors, officers, employees, consultants, agents, advisors or partners.

2. Service Provider's Representations and Warranties

2.1 The Service Provider represents and warrants that:

2.1.1 It is organized and is operating solely for nonprofit purposes;
2.1.2 It does not and will not provide income for the personal benefit of the Governing Body, and

2.1.3 All personnel receiving payment under this Agreement are not and will not be appointed to the Governing Body.

3. Service Provider’s Obligations

3.1 The Service Provider will deliver the Program for a minimum of 40 instructional weeks between September 2014 and August 2015.

3.2 The Service Provider will do all things necessary to fulfill all of the obligations of the Service Provider as set out in the Contract Documents (the “Work”). The Work will be performed by the Service Provider to the satisfaction of the Client.

3.3 The Service Provider will also perform the following activities:

3.3.1 Hire all personnel required for the Work;

3.3.2 Request each student, upon enrollment, to sign the form attached hereto as “Schedule B” and provide forthwith the executed forms to the Client;

3.3.3 The Service Provider will appoint a minimum of two individuals as signing officers for the delivery agency. All Agency cheques must contain the signatures of these two signing officers;

3.3.4 The Service Provider will provide the Client with copies of any meeting minutes of the Governing Body held by the Service Provider during the term of this Agreement;

3.3.5 The Service Provider acknowledges and agrees to make every reasonable effort to ensure each ABE student funded under this Agreement shall achieve the Student Academic Progression Standards set out in “Schedule D”;

3.3.6 The Service Provider will complete and sign the form attached hereto as “Schedule G” upon student exit and provide forthwith the executed forms to the Client within five business days.

3.4 The Service Provider agrees, where required by law under legislation applicable to the Service Provider, to obtain further written consent from each student authorizing the share or exchange of a student’s personal information with the Client for the purposes of this Agreement.
4. Client's Obligations

4.1 In addition to payment to the Service Provider required by this Agreement, the Client will provide decisions, instructions, acceptances and information reasonably required by the Service Provider in the performance of this Agreement.

5. Audit and Inspection

5.1 The Service Provider will:

5.1.1 Keep and maintain Records during the currency of the Agreement;

5.1.2 Ensure that all Records clearly demonstrate that shared costs and interest are properly apportioned or credited to the Client;

5.1.3 At any time during this Agreement, if requested by the Client, deliver a Record required under this Agreement to the Client upon three business days notice to the Service Provider;

5.1.4 If requested by the Client, deliver all Records to the Client within fourteen days following the termination of this Agreement;

5.1.5 Ensure access by the Client during regular business hours to all Records and to the premises where the Work is being performed in order that the Client may review, inspect, monitor and audit the performance of the Work; and

5.1.6 Provide the Client with the proper facilities to carry out its rights under this Article and provide the Client with copies of all requested Records.

6. Reports

6.1 The Service Provider will submit for approval cashflow reports and student progress reports as outlined in "Schedule A" or another schedule to this Agreement on November 28, 2014, February 27, 2015, and June 30, 2015.

6.2 The Service Provider will furnish Reports whether as required by this Agreement or as may be required by the Client from time to time, including but not limited to reports for the purpose of ensuring compliance with this Agreement, monitoring student progress, verifying student eligibility and attendance, ensuring the Work maintains provincial standards, and research and statistical analysis. This includes, but is not limited to submitting the following:

6.2.1 Monthly attendance reports for ABE students enrolled in the location specified in "Schedule A" as specified by the Client to be submitted within three business days of the end of every month;
6.2.2 Assessments/reports required in "Schedule D", including as applicable for ABE Level 1 Service Providers, the Brigeance assessment to be submitted on or before the dates set out in "Schedule D";

6.2.3 The Student Information and Status Report Form in "Schedule E"; and

6.2.4 At least monthly (by the end of every month) entering student information directly into the ABE Database.

6.3 The Service Provider will submit for approval:

6.3.1 Copies of any meeting minutes of the Governing Body held by the Service Provider during the term of this Agreement; and

6.3.2 Copies of all financial statements prepared for the term of this Agreement (review engagement letter for funding amounts up to $100,000; audited financial statements for funding amounts at or exceeding $100,000). The financial statements must contain a breakdown of funding provided by the Client.

6.4 All reports and documentation provided to the Client under this Agreement will be and become the property of the Client. The Service Provider may retain for its own internal purposes copies of reports and related data, but the Service Provider will not divulge, release or publish same or any part thereof without the prior written permission of the Client.

7. Acknowledgement

7.1 Any report, announcement, advertisement, brochure, audiovisual material, design, or any other public communication or publication relating to this Agreement will acknowledge the financial contribution of the Department of Advanced Education and Skills.

8. Payment

8.1 It is agreed and understood that payments made for the satisfactory performance of the Work pursuant to this Agreement will be made in accordance with the provisions below. Specifically, the total payment under this Agreement by the Client to the Service Provider will not exceed $121,000. This funding is to be used solely for the purposes outlined in this Agreement.

8.2 Upon presentation of required documentation satisfactory to the Client, the Client will make payments to the Service Provider for the satisfactory performance of the Work as follows:
8.2.1 The first installment in the amount of $62,000 will be paid no later than September 30, 2014 upon receipt by the Client of satisfactory written confirmation that all requirements and standards related to the performance of the Work referenced in “Schedule A” have been met. The first installment will be based upon receipt and approval by the Client of the proposed Program budget as well as written confirmation that a minimum of 12 students have been assessed and enrolled in the Program.

8.2.2 The second installment in the amount of $30,000 will be paid no later than December 31, 2014 upon receipt and approval by the Client of the November 28, 2014 cashflow report as well as student progress reports as outlined in “Schedule A” or another schedule to this Agreement.

8.2.3 The third installment in the amount of $29,000 will be paid no later than March 31, 2015 upon receipt and approval by the Client of the February 27, 2015 cashflow report as well as student progress reports as outlined in “Schedule A” or another schedule to this Agreement.

8.3 The Client may withhold payment of any amount payable under this Agreement where the Service Provider has failed to comply with any term or condition of this Agreement or pending the outcome of an audit conducted under Article 5 of this Agreement.

8.4 The Service Provider will remain obligated to complete the Work notwithstanding that the actual costs of the Service Provider, whether in respect of services, costs or expenses incurred, may exceed amounts payable under this Agreement.

8.5 The Client will not be responsible to pay any amounts identified by the Service Provider which may arise from work, services or expenses incurred to remedy errors or omissions in the Work for which the Service Provider is responsible.

9. Repayment

9.1 The Service Provider will repay to the Client the amount of any payment to which it is not entitled under this Agreement. Upon the Client’s demand for repayment of any amount to which the Service Provider is not entitled the Service Provider will repay the amount demanded with it being agreed between the Parties that any such amount is considered a debt owing to the Client.

9.2 The amounts to which the Service Provider is not entitled include,

9.2.1 The amount of any payments made in error;

9.2.2 The amount of any payments made for costs in excess of the amount actually incurred for these costs; and
9.2.3 The amount of any payments for costs that were not eligible for reimbursement under this Agreement.

10. Entire Agreement

10.1 This Agreement constitutes the entire Agreement between the Parties and supersedes all previous agreements or arrangements, written or oral, relating to the Work. There are no understandings, representations, or warranties of any kind except as expressly set forth herein. Documents described in "Schedule A" will form part of this Agreement by incorporation by reference in "Schedule A" or by direct incorporation into "Schedule A".

11. In-service Training

11.1 As applicable, the Service Provider agrees to attend in-service training for ABE Levels I, II, and III provided by the Client in accordance with requirements specified by the Client.

12. Non-Waiver

12.1 The failure of the Client to insist upon or enforce in any instance strict performance by the Service Provider of any of the terms of this Agreement or to exercise any rights hereunder conferred will not be construed as a waiver or relinquishment to any extent of the Client's right to assert or rely upon any such terms or rights on any future occasion.

13. Liability

13.1 Before making any payment in accordance with Article 8, the Client may require the Service Provider to furnish evidence that the Work for which payment is being made is free and clear from any and all lawful claims.

13.2 The Service Provider will indemnify and hold harmless the Client from and against any liability arising from the performance or non-performance of the Work, except claims for damages resulting from the negligence of a representative of the Client.

13.3 With respect to any and all actions by third parties for which the Service Provider has an obligation to indemnify the Client pursuant to Article 13.2, the Service Provider will pay all legal charges, costs and other expenses arising therefrom. Notwithstanding the foregoing, the Client may at its own discretion retain its own solicitors to defend its interests in any such suit or claim, and the legal costs of that defense shall be paid by the Service Provider.

14.1 All Intellectual Property created pursuant to this Agreement will be and become the property of the Client and will be delivered to the Client upon completion of the Work or upon earlier termination of this Agreement. The Service Provider may retain for its own internal purposes copies of Reports and related data but the Service Provider will not divulge, release or publish same or any part thereof without the prior written consent of the Client.

15. Termination

15.1 This Agreement may be terminated by the Service Provider by giving the Client two months written notice of termination.

15.2 Notwithstanding the provisions of this Agreement, the Client may at any time by way of written notice to the Service Provider, terminate this Agreement for cause.

15.3 Where this Agreement is terminated prior to the mutually agreed upon completion date, the Service Provider will thereupon be entitled to payment in accordance with this Agreement in respect of that part of the Work completed up to the date of termination, provided however, that the Service Provider will not be entitled to any other payment in respect of such termination, including, without prejudice to the generality of the foregoing, any payment for any consequential loss or damage arising from termination of this Agreement or in any other way related thereto. The Client will retain the right to set off with respect to any earned but unpaid proceeds then due, any amount owing to the Client pursuant to this Agreement.

16. Assignment

16.1 The Service Provider will not assign this Agreement in whole or in part.

17. Notice

17.2 All notices, claims, payments, reports and other communications required under this Agreement will be in writing.
17.2 The address for service for notices under this Agreement will be:

For the Client:
Attention: Candice Ennis-Williams
Director of Literacy and Institutional Services
Post-Secondary Education Branch
Department of Advanced Education and Skills
P.O. Box 8700
St. John's, NL A1B 4J6
CandiceEnnis-Williams@gov.nl.ca

For the Service Provider:
Attention: Henry Crane
Tourism Bell Island Inc.
P.O. Box 279, West Mines
Bell Island, NL A0A 4H0
tourismbellisland@gmail.com

17.3 Notices, requests or documents will be deemed to have been received by the addressee as follows:

17.3.1 As of the date on which they are delivered where delivery is by messenger or special courier service;
17.3.2 As of the date on which they are sent where delivery is by telecopier or other means of electronic telecommunication; and
17.3.3 Six days after delivery to Canada Post Corporation where the postal service is used.

18. General

18.1 This Agreement will be governed by and interpreted according to the laws of the Province of Newfoundland and Labrador, and all actions, suits and proceedings arising out of the Agreement will be determined in a court of competent jurisdiction in the Province of Newfoundland and Labrador, subject to any right of appeal.

18.2 The Service Provider or its Representatives will, at all times, comply with all applicable laws, ordinances, statutes, rules, regulations and orders of governmental and municipal authorities, and will give due regard to all business practices and local customs prevailing in the Province of Newfoundland and Labrador. For greater certainty, the Service Provider agrees to comply with the provisions of the Canadian Charter of Rights and Freedoms, the Newfoundland and Labrador Human Rights Code, 2010, the Newfoundland and Labrador Labour Standards Act and with all
other applicable federal and provincial legislation. The Service Provider will provide (where requested by the Client) evidence of compliance with all requirements of the Province of Newfoundland and Labrador with respect to Worker's Compensation and/or Occupational Health and Safety, including, without limitation, any payments or compliance orders due or issued thereunder.

13.3 No public employee or member of the House of Assembly of the Province of Newfoundland and Labrador will be admitted to any part or share of the payments made pursuant to this Agreement or to any benefits arising therefrom except in accordance with the Conflict of Interest Act or the House of Assembly Act.

18.4 This Agreement will not be amended except by agreement and in writing between the Parties. This Agreement may be amended or otherwise modified by email provided each Party expressly states the intent and agreement to modify this Agreement.

18.5 This Agreement may be executed in any number of counterparts, each of which will be considered an original of this Agreement, and which together will constitute one and the same instrument. No Party will be bound to this Agreement unless and until all Parties have executed a counterpart. A facsimile signature or an otherwise electronically reproduced signature of either Party will be deemed to be an original.

18.6 This Agreement will inure to the benefit of and be binding upon the Parties hereto, their respective heirs, legal representatives, successors and assigns.

18.7 The obligations of both Parties under this Agreement, which, by their nature, would continue beyond the expiration or earlier termination of this Agreement, will survive the expiration or earlier termination of this Agreement indefinitely.

18.8 Neither Party will be considered in default of performance of its obligations hereunder to the extent that performance of such obligations is delayed, hindered or prevented by Force Majeure.

18.9 Time will be of the essence in this Agreement.

18.10 If any provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, such invalidity or unenforceability will attach only to such provision, and all other provisions hereof will continue in full force and effect.
19. Third Party Liability

19.1 Nothing in this Agreement constitutes the Service Provider as a servant or agent of Her Majesty the Queen In Right of Newfoundland and Labrador. The Service Provider agrees that, in performance of its obligations under this Agreement, neither the Service Provider nor its Representative will be or be deemed to be an officer, servant or agent of the Client. The Service Provider will act throughout as an independent service provider.

20. Conflict / Inconsistency

20.1 In the event of any conflict or inconsistency between provisions in the Contract Documents, the Contract Documents will have precedence as follows: first the Head Agreement, second "Schedule A" Scope of Work.

21. Representations

21.1 The Service Provider hereby represents and warrants that every fact stated or represented by the Service Provider or its Representatives to the Client in respect of the Work is true and agrees that the Client will be conclusively deemed to have relied on such representation or statement in entering into this Agreement.

22. Effective Date

22.1 The effective date of this Agreement shall be the date on the first page of this Head Agreement.

23. Renewal

23.1 This Agreement may be renewed before termination on an annual basis upon written agreement by both Parties.

23.2 The Client may impose additional terms and conditions on any renewal.

24. Dispute Resolution

24.1 In case of a dispute arising between the Client and the Service Provider as to their respective rights and obligations under this Agreement, the Parties will first attempt to resolve all matters through friendly negotiation by a meeting between their Representatives upon notice per Article 17. A resolution reached in this way must be reached within ten days of both Parties having knowledge and notice of the dispute and be reduced to writing.
24.2 In the case of a dispute arising between the Client and the Service Provider as to their respective rights and obligations under this Agreement (that has not been resolved pursuant to Article 24.1), either Party may give the other notice of such dispute and to request arbitration thereof. If both Parties agree, the Parties will, with respect to the particular matters then in dispute, submit the same to arbitration in accordance with the provisions of the Arbitration Act, RSNL 1990 cA-14, including such provisions for the appointment of arbitrators.

IN WITNESS WHEREOF these presents are executed by the parties hereto as of the date first above written as follows:

Her Majesty the Queen in Right of Newfoundland and Labrador:

[Signature]

Minister of Advanced Education and Skills or Designate

Service Provider:

[Redacted]

Witness

[Redacted]

Witness
SCHEDULE A
Scope of Work

Standards for Organizations to Deliver and Certify the Adult Basic Education (ABE) Program

1.0 INTRODUCTION

In these standards "organization" or "organizations" shall read as "Service Provider" or "Service Providers" respectively. These standards shall be met by a Service Provider in the delivery and certification of the Adult Basic Education (ABE) Program.

2.0 STANDARDS AND REQUIREMENTS

The ABE program was designed with the intent of providing adults who have not completed high school with the opportunity of acquiring a solid, high quality high school equivalency to function in society, and to access further education, training, and employment opportunities. In Newfoundland and Labrador, one of the avenues for achieving high school equivalency is through the provincial ABE program. The ABE program consists of three levels: Level I (basic literacy and numeracy skills); Level II (transitional skills similar to grades 7 - 9); and Level III (corresponds to grades 10 - 12). A minimum of 36 credits in Level III are needed in order to graduate ABE and receive high school equivalency. ABE is delivered using provincially-developed curriculum and is predominantly a self-paced, individualized, classroom-based program. The ABE program is currently delivered on a full-time basis by private training institutions and community-based organizations in rural and urban locations throughout the province. At select locations, ABE is also delivered on a part-time basis, through e-learning (Level I only), and through evening classes.

All related ABE documents are posted on the AES website at the following link: http://www.aes.gov.nl.ca/adultlearning/index.html. Instructors and administrators of ABE programs are required to follow all ABE related documents on the above site, which include, but are not limited to: Study Guides, Curriculum Guides, Program Guides, Database User's Manual, and Transfer Guide.

2.1 Instructor Hiring

The organization shall:

- ensure the resume and transcript of marks for each instructor and appropriate documentation for instructor assistants shall be submitted to AES for approval prior to hiring;
- agree to be the designated employer of any staff they hire to deliver the program; and
- ensure that there is a qualified instructor present for any subject area where there is at least one student taking a course in that specific subject.
2.2 Instructor Qualifications
All Instructors shall meet minimum qualifications and be approved by AES to deliver specific ABE levels and subject areas.
Instructors shall:
- hold an Education Degree and have completed at least 6 university courses in the discipline they teach, or
- possess an Adult Education Diploma from a recognized college or university with an undergraduate degree in the subject areas they teach; or
- demonstrate a combination of credentials and experience which is deemed suitable by AES.

2.3 Instructor/Student Ratio
The Instructor/Student Ratio is a comparison of the available number of instructors to the number of students.
The organization shall ensure that the Instructor/Student Ratio be no greater than 1:12 for Level I; and 1:15 for Levels II and III combined. Classes may have a combination of levels of students at the same time as long as the Instructor/Student Ratio used is based on the lowest level of ABE being taught in the class. Therefore, in a class with Level I and II/III students, the maximum number of students per instructor would be 12.

2.4 Building - Minimum Facilities
The organization shall:
- meet a minimum of 25 square feet of classroom space per student;
- ensure its classrooms have natural lighting;
- ensure the facility adheres to accessibility standards as outlined in the Building Accessibility Act and regulations;
- make provisions to accommodate students with physical challenges;
- ensure it has a Municipal Occupancy Permit from the municipal council, as well as relevant Fire and Health Inspection Certificates;
- ensure it has general liability, and other applicable insurances as needed;
- ensure it has a private room suitable for consultation with students, quiet study, etc.; and
- ensure it has a lunchroom with tables, chairs, a fridge, microwave, and a sink.

Classroom and laboratory facilities will be reassessed on a yearly basis by AES to ensure that quality is maintained.

2.5 Level II/III Science Laboratory
The organization shall have access to a science laboratory as per Section 2.5.1. Where the science laboratory is not direct access, the organization shall ensure it has supporting documentation which outlines the arrangements for access to a science laboratory if an
organization has a partnership with a local high school approved by AES, the organization will ensure it has a written agreement in place between the organization and the school district. The organization shall also ensure the science laboratory:

- is furnished with 15 workstations and 15 stools,
- contains safety and fire equipment;
- contains a minimum of 15 lab coats and safety goggles; and
- is accessible for persons with physical challenges.

2.5.1 Checklist of Laboratory Facilities, Equipment and Supplies

The following are listed as minimum requirements for offering and certifying Level II/III of the ABE program to an average-sized class of 15 students (quantities should be adjusted to accommodate more/less students). Organizations are encouraged to enrich these requirements. Substitutions, in keeping with alternative delivery approaches, may be accepted upon request.

Where the science laboratory is not direct access, the organization shall include supporting documentation which outlines the arrangements for access to a science laboratory. If organizations wish to have a partnership with local high schools approved by AES, they will need to have a written agreement in place between their institution and the school district. Note variations in quantity or substitutions of any sort.

Physical Plant

[] running hot & cold water
[] propane supply for Bunsen burners, in accordance with current edition of CAN/CGA-B-149.2 Propane Installation Code (may be replaced by alcohol burners or CSA approved electrical hotplates)
[] fume hood (or other external ventilation system)
[] electrical outlets, 1 per work station, installed in accordance with the National Building Code
[] eye wash station
[] shower (or spray attachment at sink)
[] fire extinguisher, in accordance with current edition of NFPA-10 Standard for Portable Fire Extinguishers
[] first aid kit #2, in accordance with Occupational Health and Safety Regulations
[] fire blanket

Equipment

[] 2 accelerators/timers
[] 2 ammeters, DC (may be replaced by combined volt-ohm-ammeters)
[] 12 aprons or lab coats
[] 1 barometer
[] 6 battens, 5 volt
[] 72 beakers, assorted sizes (from 50 mL to 1000 mL)
<table>
<thead>
<tr>
<th>Count</th>
<th>Item Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>12</td>
<td>Bunsen burners (or 12 alcohol burners or 3 hot plates)</td>
</tr>
<tr>
<td>6</td>
<td>Clamps, symmetrical</td>
</tr>
<tr>
<td>6</td>
<td>Clamps, thermometer</td>
</tr>
<tr>
<td>6</td>
<td>Dissecting kits</td>
</tr>
<tr>
<td>2</td>
<td>Dynamics carts</td>
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<tr>
<td>30</td>
<td>Flasks, Erlenmeyer, Pyrex, assorted sizes (from 125 mL to 1000 mL)</td>
</tr>
<tr>
<td>12</td>
<td>Funnels</td>
</tr>
<tr>
<td>1</td>
<td>Generator (AC/DC)</td>
</tr>
<tr>
<td>6</td>
<td>Gloves, pairs, heat resistant</td>
</tr>
<tr>
<td>6</td>
<td>Gloves, pairs, rubber</td>
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<tr>
<td>30</td>
<td>Graduated cylinders, assorted sizes (from 50 mL to 1000 mL)</td>
</tr>
<tr>
<td>2</td>
<td>Hall's carriages</td>
</tr>
<tr>
<td>12</td>
<td>Hand lenses</td>
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<tr>
<td>6</td>
<td>Hydrometers, double-scale</td>
</tr>
<tr>
<td>4</td>
<td>Lenses, concave</td>
</tr>
<tr>
<td>4</td>
<td>Lenses, convex</td>
</tr>
<tr>
<td>12</td>
<td>Light bulbs, miniature &amp; sockets</td>
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<tr>
<td>5</td>
<td>Magnets, alnico bar</td>
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<td>6</td>
<td>Magnetic compasses</td>
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<tr>
<td>30</td>
<td>Medicine droppers</td>
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<tr>
<td>12</td>
<td>Meter sticks</td>
</tr>
<tr>
<td>2</td>
<td>Microscopes (with 10x &amp; 40x objectives)</td>
</tr>
<tr>
<td>4</td>
<td>Mirrors, plane</td>
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<td>Mirrors, concave</td>
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<tr>
<td>4</td>
<td>Mirrors, convex</td>
</tr>
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<td>1</td>
<td>Motor, St. Louis</td>
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<tr>
<td>2</td>
<td>Ohmmeters (may be replaced by combined volt-ohm-ammeters)</td>
</tr>
<tr>
<td>1</td>
<td>Osmosis apparatus</td>
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<tr>
<td>1</td>
<td>Periodic table (chart)</td>
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<tr>
<td>60</td>
<td>Petri dishes</td>
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<tr>
<td>24</td>
<td>Pipets, assorted sizes (from 5 mL to 25 mL)</td>
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<tr>
<td>2</td>
<td>Pipetting devices</td>
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<tr>
<td>6</td>
<td>Pulleys</td>
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<tr>
<td>2</td>
<td>Power supplies (AC/DC)</td>
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<tr>
<td>1</td>
<td>Ray box, with accessories</td>
</tr>
<tr>
<td>1</td>
<td>Refrigerator</td>
</tr>
<tr>
<td>12</td>
<td>Retort stands (rods &amp; support bases)</td>
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<tr>
<td>2</td>
<td>Rheostats</td>
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<tr>
<td>6</td>
<td>Ring supports (if Bunsen Burners and/or Alcohol Lamps are used)</td>
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<tr>
<td>12</td>
<td>Safety goggles</td>
</tr>
<tr>
<td>1</td>
<td>Scales, metric (e.g. platform or electronic)</td>
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<tr>
<td>4</td>
<td>Scales, Newton</td>
</tr>
<tr>
<td>4</td>
<td>Scissors</td>
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<td>Item</td>
<td>Quantity</td>
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**Chemicals & Supplies**

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<tr>
<th>Item</th>
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<th>Description</th>
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<tr>
<td></td>
<td>1 L</td>
<td>alcohol</td>
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<tr>
<td></td>
<td>60</td>
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<tr>
<td></td>
<td>12</td>
<td>carbon rods</td>
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<tr>
<td></td>
<td>500 g</td>
<td>copper sulphate</td>
</tr>
<tr>
<td></td>
<td>100'</td>
<td>copper wire, insulated</td>
</tr>
<tr>
<td></td>
<td>1 L</td>
<td>distilled water (or deionized)</td>
</tr>
<tr>
<td></td>
<td>1 box</td>
<td>filter papers</td>
</tr>
<tr>
<td></td>
<td>2 boxes</td>
<td>glass slides and cover slips</td>
</tr>
<tr>
<td></td>
<td>12</td>
<td>glass rods, stirring</td>
</tr>
<tr>
<td></td>
<td>50'</td>
<td>glass tubing, assorted sizes</td>
</tr>
<tr>
<td></td>
<td>2 L</td>
<td>hydrochloric acid</td>
</tr>
<tr>
<td></td>
<td>500 mL</td>
<td>hydrogen peroxide</td>
</tr>
<tr>
<td></td>
<td>500 mL</td>
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</tr>
<tr>
<td></td>
<td>500 g</td>
<td>iron filings</td>
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<tr>
<td></td>
<td>1 vial</td>
<td>litmus paper, blue</td>
</tr>
<tr>
<td></td>
<td>1 vial</td>
<td>litmus paper, red</td>
</tr>
<tr>
<td></td>
<td>12 each</td>
<td>metal strips (copper, zinc, lead, aluminum, iron)</td>
</tr>
<tr>
<td></td>
<td>25 g</td>
<td>pepsin</td>
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<td></td>
<td>1 roll</td>
<td>pH paper, wide range</td>
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<td></td>
<td>1 set</td>
<td>mineral samples</td>
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<td>50'</td>
<td>rubber tubing, assorted sizes</td>
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<td>500 g</td>
<td>sodium chloride (table salt)</td>
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<tr>
<td></td>
<td>500 g</td>
<td>sodium bicarbonate (baking soda)</td>
</tr>
<tr>
<td></td>
<td>1 L</td>
<td>sodium hydroxide</td>
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169

[ ] 500 ml stain (eg. methylene blue)
[ ] 500 g sugar
[ ] 500 g sulphur
[ ] 1 L vinegar
[ ] 1 wood splints, bundle of 500
[ ] 500 g zinc, mossy

Prepared Slides
[ ] 2 angiosperms
[ ] 2 animal cell
[ ] 2 bacteria, 3 types
[ ] 2 blue-green algae
[ ] 2 bone tissue
[ ] 2 bread mould
[ ] 2 gymnosperms
[ ] 2 human blood
[ ] 2 kidney
[ ] 2 meiosis (plant & animal)
[ ] 2 mitosis (plant & animal)
[ ] 2 monocot/dicot comparison
[ ] 2 muscle tissue, 3 types
[ ] 2 nerve cells
[ ] 2 plant cell
[ ] 2 protists (eg. amoeba, paramecium, euglena)
[ ] 2 spirogyra, vegetable & conjugating
[ ] 2 vascular tissue
[ ] 2 yeast, budding

Preserved Specimens
[ ] 1 Animal kingdom set, vertebrates & invertebrates
[ ] 1 Plant kingdom set

2.6 Student Entrance Requirements
Students entering the ABE program can range from those individuals with no literacy background to those wanting to upgrade or formally graduate.
The organization agrees that in order to be accepted into the ABE I, II and III program, a student shall be at be at least eighteen years of age and out of school for at least one year.

2.7 Student Records
Maintaining student records is a critical aspect of the operation of a training institution. ABE organizations shall issue student transcripts for Levels I, II and III, as well as Level III graduation diplomas. Organizations will be provided access to the provincial ABE Student Records and Certification System (ABE Database).
Organizations shall:
* regularly enter demographic, student participation, academic and completion information in the ABE database for each student enrolled in the organization's ABE program;
* enter information/records in the ABE database accurately and upon any change in a student's participation status (e.g., enrolment, course completion(s), program exit, graduation);
* agree to utilize and complete AES forms;
* ensure all transcripts will be generated using the ABE Database and printed on institution-specific paper; and
* ensure that its ABE Level III Diplomas will be generated using the ABE Database and printed on institution-specific paper.

The organization shall additionally accumulate statistics on the following:
* enrolment;
* non-completers;
* attendance;
* assessment results;
* graduates; and
* follow-ups of graduates.

2.8 Institutional Evaluation
A site visit is required prior to delivering the ABE program (further detail outlined in Section 3.0). Organizations also agree to accept follow-up and monitoring by AES for the duration of the time that they deliver the ABE program to ensure adherence to AES procedures and standards.

2.9 Assessment
Organizations are responsible for conducting assessment on any new ABE Level I, II, and III students. All assessment tools used (e.g., CAAT, Brigance) shall be approved by AES. This assessment process would not apply to currently enrolled students transitioning from another ABE program (e.g., CNA ABE students transitioning to a new training provider/orrganization).

2.10 Status Reporting
Organizations delivering ABE shall submit status reports as requested by AES. These reports will include statistics of enrolment, non-completers, attendance, assessment results, graduates, and follow-ups of graduates.

2.11 Schedule
The organization shall:
* where organizations will offer a full-time classroom program, commit to 25 hours of instruction (5 hours per day) and 10 paid hours of instructor preparatory time, each week;
where organizations will offer a part-time classroom program, commit to a minimum of
10 hours of instruction (2.5 hours per day) and 2 hours of instructor preparatory time,
each week;
• agree to advise AES if the program takes an unscheduled break; and
• ensure that a qualified instructor for Math, Science and English is always present during
the hours students are in attendance;
• submit an academic calendar which includes scheduled breaks (Christmas, Easter, and
summer). The academic calendar shall also outline the weekly instructional schedule.

7.12 Print
The organization shall:
• ensure that it has sufficient student resources to meet the needs of each ABE student.
  This requires that each student have an individual textbook for each subject being
  studied;
• obtain the required student texts as outlined in the curriculum guides on
  http://www.aes.gov.nl.ca/;
• ensure that it has sufficient instructor resources to meet the needs of each ABE
  instructor. This requires that each instructor have a copy of all appropriate resources for
  each subject being taught; and
• obtain the required instructor resources as outlined in the curriculum guides on
  http://www.aes.gov.nl.ca/.

2.13 Non-Print
The organization shall:
• include a minimum of two internet accessible computers per each classroom of 15
  students;
• ensure that each instructor has access to his/her own dedicated computer, and
• ensure that it has computer technology (e.g. computers, wi-fi access and printers)
  available for student use on the premises being used for ABE delivery.

2.14 Hazardous Materials
The organization shall:
• establish a procedure for the storing and disposal of hazardous chemicals that is in
  accordance with applicable federal, provincial and municipal legislation and regulation.

3.0 SITE EVALUATIONS

The ongoing site visits play a significant role in the maintenance of quality education. AES may
conduct site visits for various reasons as discussed below.
3.1 Routine Site Visits
Generally, prior to AES conducting a routine site visit, an organization will be contacted and advised as to the date of the visit. However, AES reserves the right to conduct a site visit without prior notification. Departmental personnel will also be available to the instructor or administration to offer advice, if needed. If problems are identified as a result of the site visit, AES will notify the organization and ask that the issues be addressed and resolved.

3.2 Site Visits Resulting From Complaints
AES may conduct a visit to investigate a complaint. AES personnel may address the problem with the administration, instructors and students to receive their feedback. Analysis of student records and files may also be necessary for the investigation process.

4.0 COMPLAINT PROCEDURES
AES has specific policies and procedures governing responses to complaints. These policies and procedures are outlined below.

The complainant may contact AES to register a concern. They are advised that their first course of action in resolving the issue is to address it with the administration of the organization. The response of the organization to the complainant should be in writing to eliminate any misunderstanding in interpretation. If the issue remains unresolved to the satisfaction of the complainant, they may then communicate their concerns to AES, in writing, and attach a copy of the letter of response from the organization.

AES will notify the organization that a complainant is unsatisfied with the organization's response to their concerns and has requested AES initiate an investigation. If upon review of the documents AES determines that there is insufficient information to make a decision, a site visit or phone call will be conducted to collect additional information. Once the investigation has been completed, a formal report outlining the investigation results will be prepared along with the identification of any actions necessary to reach a resolution. All parties will be notified accordingly. If actions have been identified, AES will follow up to ensure compliance.
SCHEDULE B

Adult Basic Education (ABE) Consent

Please carefully read the following statements, fill in the blanks, and sign the bottom.

I understand that the Department of Advanced Education and Skills, Government of Newfoundland and Labrador, funds the Adult Basic Education (ABE) Program in which I am seeking enrollment.

I agree to the Department of Advanced Education and Skills:
- collecting my personal information related to my participation in an ABE Program, including my academic record, attendance record (and supporting documentation) and status, from the ABE service provider(s) / site(s) where I am enrolled or have previously been enrolled including, if applicable, the College of the North Atlantic;
- disclosing and exchanging my personal information related to my participation in an ABE Program, including my academic record, attendance record (and supporting documentation) and status, to and with the following:
  - Department of Employment and Social Development (Government of Canada)
  - ABE service provider(s) / site(s) where I am enrolled or have previously been enrolled including, if applicable, the College of the North Atlantic.

I understand that my personal information is being collected, disclosed and exchanged as agreed to above for the purposes of:
- determining my program eligibility (initial and ongoing);
- determining funding requirements and obligations between the Government of Newfoundland and Labrador and ABE Service Providers;
- monitoring student progress;
- ensuring the program maintains provincial standards;
- research and statistical analysis.

ABE Service Provider / Site: ____________________________

Name: ____________________________________________

Date of Birth: ____________________________ Telephone: ____________________________

Address: _________________________________________

__________________________________________________

Signature: ____________________________ Date: ____________________________

Witness: _______________________________________

Date: ____________________________

Please direct any questions about this form to: Manager - Literacy and Institutional Services Division, Department of Advanced Education and Skills, P.O. Box 8700, St. John's, NL A1B 4J6, Telephone: (709)779-6191, Email: cindy.christopher@gov.nl.ca. This information is collected under the authority of s. 32 of the Access to Information and Protection of Privacy Act, S.N.L. 2002 C.A-1.1, as amended.
SCHEDULE C

Attendance Policy

- Students are expected to attend 100% of the Instructional Days in a month. Instructional Days are defined to be those days that the Service Provider is open for training purposes.
- Instructional Days do not include days when the institution is closed due to statutory holidays, civic holidays, or school breaks or any other closure which is within the institution's responsibility and/or control.
- Service Providers are expected to keep daily student attendance and supporting documentation for absences (e.g., doctor's note) on file which may be subject to audit by the Client.
  - When a student's monthly average attendance falls below acceptable levels, the Client will follow-up with the Service Provider to discuss absences and determine if the student will continue to be supported in the program.
SCHEDULE D
Student Academic Progression Standards

For ABE Level I — Unless otherwise authorized by the Client, the Brigance Diagnostic Inventory of Essential Skills is the assessment tool to be used for students in this level. The Client's expectation for progression is grade level increases of .5 to 1.0 within 60 instructional hours. The overall enrollment period for a client in Level I will normally not exceed ten months.

For Client review purposes, the Service Provider will conduct a Brigance assessment for each enrolled ABE Level I student, record the results on Schedule E, encrypt and submit it electronically to heatherlenneg@ccy.pl.ca at the Division of Literacy and Institutional Services as follows:

* In September 2014 or within three business days of each new student enrollment in the program;
* By November 28, 2014;
* By February 27, 2015, and
* By June 30, 2015.

The Service Provider will also indicate the number of courses completed each month on the Client's monthly attendance report.

For ABE Level II — The Client's expectation for progression is on average one course per two weeks. The overall enrollment period for a client in Level II will normally not exceed six months. The Service Provider will indicate the number of courses completed each month on the Client's monthly attendance report.

For ABE Level III — The Client's expectation for progression is on average one credit per two weeks. The Service Provider will indicate the number of credits completed each month on the Client's monthly attendance report.
SCHEDULE E
Student Information and Status Report
AB Level I

Site ____________________________________________________________

Student Number ________________________________________________

Community of Residence __________________________________________

Additional Information __________________________________________

Assessment

Date of Assessment: ____________________ Assessment Tool: ____________

Results:
Math Spelling (Vocabulary)

Reading Comprehension Word Recognition

Remember: Use the same tool consistently, for each assessment period. For the brigance, please provide results for Word Recognition, Reading Comprehension, Spelling and Mathematics only.

Service Provider: ____________________ Location: ______________________

Service Provider Representative* ____________________________________________

Date __________________________________________

*Note: The signature required must be from a Service Provider representative, not the instructor.
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I certify that the information contained in this report is accurate and reported in the proper format. All supporting documentation is available for audit.

Date: [Signature]

In accordance with our agreement, the following documents are available for audit:

[List of documents]

[Signature] (Auditor's Name)
This form must be emailed to heatherlegge@ouplce or faxed to (309) 729-6246 no later than one (1) week after the student’s last day in class.

Student #: 

Began Classes (date): 

Ended Classes (date): 

Reason for leaving: 

Comments: 

Service Provider: ___________________________ Location: ___________________________

Service Provider Representative* ___________________________

Date: ___________________________

*Note. The signature required must be from a Service Provider representative, not the instructor.
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Total for Vendor: $1,504.17
PROGRAM: Wage Subsidy - High School

Project #: IHS02017
Invoice Date: 2014/11/24 11:32:44AM
Invoice #: EPR14195312

Payable To: Tourism Bell Island
P. O. Box 279
Bickfordville
NL, Canada A0A 4H0

Amount Payable: $ 704.37

Period Covered for this Payment:

From

To

Account Centre # (Program/Region): 01-1600-160-52R0-1061-000000-0000

Prepared By: Markene Patten

Verified By: Dean Shute
Department of Advanced Education and Skills
Career, Employment and Youth Services
PAYMENT REQUISITION

PROGRAM: Wage Subsidy - SSFP

Project #: 13SP01706
Invoice Date: 2014-11-24 11:25:51AM
Invoice #: EPR14193513

Payable To: Tourism Bell Island
P. O. Box 279
Hickfordville
NL, Canada A0A 4H0

Amount Payable: $805.00

Period Covered for this Payment:

From: ___________________________ To: ___________________________

Account Centre # (Program Region): 201-1600-160-S2R1-106-000000-0000

Prepared By: Marlene Pettle
Verified By: Dean Shame
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Total for Vendor: $30,000.00
December 3, 2014

Please issue the following payment:

Invoice No: MS9970264  Invoice Amount: $30,000

Payee: Tourism Bell Island Inc.
P.O. Box 279, West Mines
Bell Island, NL A0A 4H0

Account Centre: 01-1656-130-52V0-1061

Payment Details: This is the second of three installments for the delivery of Levels I, II and III of the ABE program as per the attached contract.

Payment Authority: Contract
 AGREEMENT FOR SERVICES
ADULT BASIC EDUCATION (ABE) LEVEL I, II, AND III PROGRAMS

THIS AGREEMENT is made at St. John's in the Province of Newfoundland and Labrador on the 25th day of August, 2014.

BETWEEN: HER MAJESTY THE QUEEN IN RIGHT OF NEWFOUNDLAND AND LABRADOR, as represented by the Honourable Minister of Advanced Education and Skills (the "Client"),

AND: Tourism Bell Island Inc., (the "Service Provider"),

collectively referred to as "The Parties"

WHEREAS:

(1) The Client has offered the Service Provider a contract to deliver Levels I, II, and III of the Provincial Adult Basic Education (ABE) Program in the location of Bell Island, NL;

(2) The Service Provider has agreed to accept the contract and deliver the ABE program as required by the Client.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements herein and subject to the terms and conditions set out in this Agreement, the Parties agree as follows:

1. Definitions

1.1 "ABE Database" means the Adult Basic Education Student Records and Certification System of the Client which houses ABE student records from all ABE Service Providers in Newfoundland and Labrador and allows for immediate retrieval and transcript/diploma generation by ABE Service Providers.

1.2 "Contract Documents" means and includes:

1.2.1 This head agreement (the "Head Agreement");
1.2.2 The Scope of Work attached as "Schedule A";
1.2.3 The Consent attached as "Schedule B";
1.2.4 The Attendance Policy attached as "Schedule C";
1.2.5 The Student Academic Progression Standards attached as "Schedule D";
1.2.6 The Student Information and Status Report Form attached as "Schedule E";
1.2.7 The Cashflow Report Form attached as "Schedule F"; and
1.2.8 The Student Exit Form attached as “Schedule G”.

1.3 “Eligible Expenditures” means expenditures, as approved by the Client, made by the Service Provider in respect of and for the sole use of the Program.

1.4 “Force Majeure” means any cause beyond the control of the Parties hereto which they could not reasonably have foreseen and guarded against, including but not limited to an act of God, strike, lock-out, act of public enemy, war, blockade and civil disturbance.

1.5 “Governing Body” means those persons appointed as the responsible authorities for the Service Provider.

1.6 “Intellectual Property” means all data, designs, plans, drawings, specifications, research, reports, notes, estimates, summaries, calculations, surveys, papers, completed work, and work in progress and such other information and materials or parts thereof as are compiled, drawn and produced by the Service Provider in performing this Work, including computer printouts and computer models and all copyrights thereto and all patents, trademarks and industrial designs arising therefrom.

1.7 “Program” means the provision of Adult Basic Education (ABE) Level I, II, and III Programs in accordance with the parameters and criteria as set out in “Schedule A”.

1.8 “Work” means the provision of services as set out in Article 3 of this Agreement, Service Provider’s Obligations.

1.9 “Records” means financial statements, books of accounts and student files pursuant to this Agreement, including but not limited to records required or referenced, directly or by incorporation, in Scope of Work in “Schedule A”.

1.10 “Reports” means student progress reports and other statistical reports including but not limited to reports required or referenced, directly or by incorporation, in Scope of Work in “Schedule A” or another schedule to this Agreement.

1.11 “Representatives” means directors, officers, employees, consultants, agents, advisors or partners.

2. Service Provider’s Representations and Warranties

2.1 The Service Provider represents and warrants that:

2.1.1 It is organized and is operating solely for nonprofit purposes;
2.1.2 It does not and will not provide income for the personal benefit of the Governing Body; and
2.1.3 All personnel receiving payment under this Agreement are not and will not be appointed to the Governing Body.

3. Service Provider's Obligations

3.1 The Service Provider will deliver the Program for a minimum of 40 instructional weeks between September 2014 and August 2015.

3.2 The Service Provider will do all things necessary to fulfill all of the obligations of the Service Provider as set out in the Contract Documents (the “Work”). The Work will be performed by the Service Provider to the satisfaction of the Client.

3.3 The Service Provider will also perform the following activities:

3.3.1 Hire all personnel required for the Work;
3.3.2 Request each student, upon enrollment, to sign the form attached hereto as “Schedule B” and provide forthwith the executed forms to the Client;
3.3.3 The Service Provider will appoint a minimum of two individuals as signing officers for the delivery agency. All Agency cheques must contain the signatures of these two signing officers;
3.3.4 The Service Provider will provide the Client with copies of any meeting minutes of the Governing Body held by the Service Provider during the term of this Agreement;
3.3.5 The Service Provider acknowledges and agrees to make every reasonable effort to ensure each ABE student funded under this Agreement shall achieve the Student Academic Progression Standards set out in “Schedule D”; and
3.3.6 The Service Provider will complete and sign the form attached hereto as “Schedule G” upon student exit and provide forthwith the executed forms to the Client within five business days.

3.4 The Service Provider agrees, where required by law under legislation applicable to the Service Provider, to obtain further written consent from each student authorizing the share or exchange of a student's personal information with the Client for the purposes of this Agreement.
4. **Client's Obligations**

4.1 In addition to payment to the Service Provider required by this Agreement, the Client will provide decisions, instructions, acceptances and information reasonably required by the Service Provider in the performance of this Agreement.

5. **Audit and Inspection**

5.1 The Service Provider will:

5.1.1 Keep and maintain Records during the currency of the Agreement;

5.1.2 Ensure that all Records clearly demonstrate that shared costs and interest are properly apportioned or credited to the Client;

5.1.3 At any time during this Agreement, if requested by the Client, deliver a Record required under this Agreement to the Client upon three business days notice to the Service Provider;

5.1.4 If requested by the Client, deliver all Records to the Client within fourteen days following the termination of this Agreement;

5.1.5 Ensure access by the Client during regular business hours to all Records and to the premises where the Work is being performed in order that the Client may review, inspect, monitor and audit the performance of the Work; and

5.1.6 Provide the Client with the proper facilities to carry out its rights under this Article and provide the Client with copies of all requested Records.

6. **Reports**

6.1 The Service Provider will submit for approval cashflow reports and student progress reports as outlined in "Schedule A" or another schedule to this Agreement on November 28, 2014, February 27, 2015, and June 30, 2015.

6.2 The Service Provider will furnish Reports whether as required by this Agreement or as may be required by the Client from time to time. Including but not limited to reports for the purpose of ensuring compliance with this Agreement, monitoring student progress, verifying student eligibility and attendance, ensuring the Work maintains provincial standards, and research and statistical analysis. This includes, but is not limited to submitting the following:

6.2.1 Monthly attendance reports for ABE students enrolled in the location specified in “Schedule A” as specified by the Client to be submitted within three business days of the end of every month;
6.2.2 Assessments/reports required in “Schedule D”, including as applicable for ABE Level I Service Providers, the Brigance assessment to be submitted on or before the dates set out in “Schedule D”;

6.2.3 The Student Information and Status Report Form in “Schedule E”; and

6.2.4 At least monthly (by the end of every month) entering student information directly into the ABE Database.

6.3 The Service Provider will submit for approval:

6.3.1 Copies of any meeting minutes of the Governing Body held by the Service Provider during the term of this Agreement; and

6.3.2 Copies of all financial statements prepared for the term of this Agreement (review engagement letter for funding amounts up to $100,000; audited financial statements for funding amounts at or exceeding $100,000). The financial statements must contain a breakdown of funding provided by the Client.

6.4 All reports and documentation provided to the Client under this Agreement will be and become the property of the Client. The Service Provider may retain for its own internal purposes copies of Reports and related data, but the Service Provider will not divulge, release or publish same or any part thereof without the prior written permission of the Client.

7. Acknowledgement

7.1 Any report, announcement, advertisement, brochure, audiovisual material, design, or any other public communication or publication relating to this Agreement will acknowledge the financial contribution of the Department of Advanced Education and Skills.

8. Payment

8.1 It is agreed and understood that payments made for the satisfactory performance of the Work pursuant to this Agreement will be made in accordance with the provisions below. Specifically, the total payment under this Agreement by the Client to the Service Provider will not exceed $121,000. This funding is to be used solely for the purposes outlined in this Agreement.

8.2 Upon presentation of required documentation satisfactory to the Client, the Client will make payments to the Service Provider for the satisfactory performance of the Work as follows:
8.2.1 The first installment in the amount of $62,000 will be paid no later than September 30, 2014 upon receipt by the Client of satisfactory written confirmation that all requirements and standards related to the performance of the Work referenced in "Schedule A" have been met. The first installment will be based on upon receipt and approval by the Client of the proposed Program budget as well as written confirmation that a minimum of 12 students have been assessed and enrolled in the Program.

8.2.2 The second installment in the amount of $30,000 will be paid no later than December 31, 2014 upon receipt and approval by the Client of the November 28, 2014 cashflow report as well as student progress reports as outlined in "Schedule A" or another schedule to this Agreement.

8.2.3 The third installment in the amount of $29,000 will be paid no later than March 31, 2015 upon receipt and approval by the Client of the February 27, 2015 cashflow report as well as student progress reports as outlined in "Schedule A" or another schedule to this Agreement.

8.3 The Client may withhold payment of any amount payable under this Agreement where the Service Provider has failed to comply with any term or condition of this Agreement or pending the outcome of an audit conducted under Article 5 of this Agreement.

8.4 The Service Provider will remain obligated to complete the Work notwithstanding that the actual costs of the Service Provider, whether in respect of services, costs or expenses incurred, may exceed amounts payable under this Agreement.

8.5 The Client will not be responsible to pay any amounts identified by the Service Provider which may arise from work, services or expenses incurred to remedy errors or omissions in the Work for which the Service Provider is responsible.

9. Repayment

9.1 The Service Provider will repay to the Client the amount of any payment to which it is not entitled under this Agreement. Upon the Client's demand for repayment of any amount to which the Service Provider is not entitled the Service Provider will repay the amount demanded with it being agreed between the Parties that any such amount is considered a debt owing to the Client.

9.2 The amounts to which the Service Provider is not entitled include:

9.2.1 The amount of any payments made in error;

9.2.2 The amount of any payments made for costs in excess of the amount actually incurred for these costs; and
9.2.3 The amount of any payments for costs that were not eligible for reimbursement under this Agreement.

10. Entire Agreement

10.1 This Agreement constitutes the entire Agreement between the Parties and supersedes all previous agreements or arrangements, written or oral, relating to the Work. There are no understandings, representations, or warranties of any kind except as expressly set forth herein. Documents described in "Schedule A" will form part of this Agreement by incorporation by reference in "Schedule A" or by direct incorporation into "Schedule A".

11. In-service Training

11.1 As applicable the Service Provider agrees to attend in-service training for ABE Levels I, II, and III provided by the Client in accordance with requirements specified by the Client.

12. Non-Waiver

12.1 The failure of the Client to insist upon or enforce in any instance strict performance by the Service Provider of any of the terms of this Agreement or to exercise any rights herein conferred will not be construed as a waiver or a relinquishment to any extent of the Client's right to assert or rely upon any such terms or rights on any future occasion.

13. Liability

13.1 Before making any payment in accordance with Article 8, the Client may require the Service Provider to furnish evidence that the Work for which payment is being made is free and clear from any and all lawful claims.

13.2 The Service Provider will indemnify and hold harmless the Client from and against any liability arising from the performance or non-performance of the Work, except claims for damages resulting from the negligence of a representative of the Client.

13.3 With respect to any and all actions by third parties for which the Service Provider has an obligation to indemnify the Client pursuant to Article 13.2 the Service Provider will pay all legal charges, costs and other expenses arising therefrom. Notwithstanding the foregoing, the Client may at its own discretion retain its own solicitors to defend its interests in any such suit or claim, and the legal costs of that defense shall be paid by the Service Provider.

14.1 All Intellectual Property created pursuant to this Agreement will be and become the property of the Client and will be delivered to the Client upon completion of the Work or upon earlier termination of this Agreement. The Service Provider may retain for its own internal purposes copies of Reports and related data but the Service Provider will not divulge, release or publish same or any part thereof without the prior written consent of the Client.

15. Termination

15.1 This Agreement may be terminated by the Service Provider by giving the Client two months written notice of termination.

15.2 Notwithstanding the provisions of this Agreement, the Client may at any time by way of written notice to the Service Provider, terminate this Agreement for cause.

15.3 Where this Agreement is terminated prior to the mutually agreed upon completion date, the Service Provider will thereupon be entitled to payment in accordance with this Agreement in respect of that part of the Work completed up to the date of termination, provided however, that the Service Provider will not be entitled to any other payment in respect of such termination, including, without prejudice to the generality of the foregoing, any payment for any consequential loss or damage arising from termination of this Agreement or in any other way related thereto. The Client will retain the right to set off with respect to any earned but unpaid proceeds then due, any amount owing to the Client pursuant to this Agreement.

16. Assignment

16.1 The Service Provider will not assign this Agreement in whole or in part.

17. Notice

17.1 All notices, claims, payments, reports and other communications required under this Agreement will be in writing.
17.2 The address for service for notices under this Agreement will be:

For the Client:
Attention: Candice Ennis-Williams
Director of Literacy and Institutional Services
Post-Secondary Education Branch
Department of Advanced Education and Skills
P.O. Box 8700
St. John's, NL A13 4J6
CandiceEnnis-Williams@gov.nl.ca

For the Service Provider:
Attention: Henry Crane
Tourism Bell Island Inc.
P.O. Box 279, West Mines
Bell Island, NL A0A 4H0
tourismbellisland@gmail.com

17.3 Notices, requests or documents will be deemed to have been received by the addressee as follows:

17.3.1 As of the date on which they are delivered where delivery is by messenger or special courier service;

17.3.2 As of the date on which they are sent where delivery is by telecopier or other means of electronic telecommunication; and

17.3.3 Six days after delivery to Canada Post Corporation where the postal service is used.

18. General

18.1 This Agreement will be governed by and interpreted according to the laws of the Province of Newfoundland and Labrador, and all actions, suits and proceedings arising out of the Agreement will be determined in a court of competent jurisdiction in the Province of Newfoundland and Labrador, subject to any right of appeal.

18.2 The Service Provider or its Representatives will, at all times, comply with all applicable laws, ordinances, statutes, rules, regulations and orders of governmental and municipal authorities, and will give due regard to all business practices and local customs prevailing in the Province of Newfoundland and Labrador. For greater certainty, the Service Provider agrees to comply with the provisions of the Canadian Charter of Rights and Freedoms, the Newfoundland and Labrador Human Rights Code, 2010, the Newfoundland and Labrador Labour Standards Act and with all
other applicable federal and provincial legislation. The Service Provider will provide (where requested by the Client) evidence of compliance with all requirements of the Province of Newfoundland and Labrador with respect to Worker's Compensation and/or Occupational Health and Safety, including, without limitation, any payments or compliance orders due or issued thereunder.

18.3 No public employee or member of the House of Assembly of the Province of Newfoundland and Labrador will be admitted to any part or share of the payments made pursuant to this Agreement or to any benefits arising therefrom except in accordance with the Conflict of Interest Act or the House of Assembly Act.

18.4 This Agreement will not be amended except by agreement and in writing between the Parties. This Agreement may be amended or otherwise modified by email provided each Party expressly states the intent and agreement to modify this Agreement.

18.5 This Agreement may be executed in any number of counterparts, each of which will be considered an original of this Agreement, and which together will constitute one and the same instrument. No Party will be bound to this Agreement unless and until all Parties have executed a counterpart. A facsimile signature or an otherwise electronically reproduced signature of either Party will be deemed to be an original.

18.6 This Agreement will inure to the benefit of and be binding upon the Parties hereto, their respective heirs, legal representatives, successors and assigns.

18.7 The obligations of both Parties under this Agreement, which, by their nature, would continue beyond the expiration or earlier termination of this Agreement, will survive the expiration or earlier termination of this Agreement indefinitely.

18.8 Neither Party will be considered in default of performance of its obligations hereunder to the extent that performance of such obligations is delayed, hindered or prevented by Force Majeure.

18.9 Time will be of the essence in this Agreement.

18.10 If any provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, such invalidity or unenforceability will attach only to such provision, and all other provisions hereof will continue in full force and effect.
19. Third Party Liability

19.1 Nothing in this Agreement constitutes the Service Provider as a servant or agent of Her Majesty the Queen in Right of Newfoundland and Labrador. The Service Provider agrees that, in performance of its obligations under this Agreement, neither the Service Provider nor its Representative will be or be deemed to be an officer, servant or agent of the Client. The Service Provider will act throughout as an independent service provider.

20. Conflict / Inconsistency

20.1 In the event of any conflict or inconsistency between provisions in the Contract Documents, the Contract Documents will have precedence as follows: first the Head Agreement, second "Schedule A" Scope of Work.

21. Representations

21.1 The Service Provider hereby represents and warrants that every fact stated or represented by the Service Provider or its Representatives to the Client in respect of the Work is true and agrees that the Client will be conclusively deemed to have relied on such representation or statement in entering into this Agreement.

22. Effective Date

22.1 The effective date of this Agreement shall be the date on the first page of this Head Agreement.

23. Renewal

23.1 This Agreement may be renewed before termination on an annual basis upon written agreement by both Parties.

23.2 The Client may impose additional terms and conditions on any renewal.

24. Dispute Resolution

24.1 In case of a dispute arising between the Client and the Service Provider as to their respective rights and obligations under this Agreement, the Parties will first attempt to resolve all matters through friendly negotiation by a meeting between their Representatives upon notice per Article 17. A resolution reached in this way must be reached within ten days of both Parties having knowledge and notice of the dispute and be reduced to writing.
24.2 In the case of a dispute arising between the Client and the Service Provider as to their respective rights and obligations under this Agreement (that has not been resolved pursuant to Article 24.1), either Party may give the other notice of such dispute and to request arbitration thereof. If both Parties agree, the Parties will, with respect to the particular matters then in dispute, submit the same to arbitration in accordance with the provisions of the Arbitration Act, RSNL1990 cA-14, including such provisions for the appointment of arbitrators.

IN WITNESS WHEREOF these presents are executed by the parties hereto as of the date first above written as follows:

Her Majesty the Queen in Right of Newfoundland and Labrador:

Minister of Advanced Education and Skills or Designate

Service Provider:

Tourism Bell Island Inc.

Witness
SCHEDULE A
Scope of Work

Standards for Organizations to Deliver and Certify the Adult Basic Education (ABE) Program

1.0 INTRODUCTION

In these standards "organization" or "organizations" shall read as "Service Provider" or "Service Providers" respectively. These standards shall be met by a Service Provider in the delivery and certification of the Adult Basic Education (ABE) Program.

2.0 STANDARDS AND REQUIREMENTS

The ABE program was designed with the intent of providing adults who have not completed high school with the opportunity of acquiring a solid, high quality high school equivalency to function in society, and to access further education, training, and employment opportunities.

In Newfoundland and Labrador, one of the avenues for achieving high school equivalency is through the provincial ABE program. The ABE program consists of three levels: Level I (basic literacy and numeracy skills); Level II (transitional skills similar to grades 7 – 9); and Level III (corresponds to grades 10 – 12). A minimum of 36 credits in Level III are needed in order to graduate ABE and receive high school equivalency. ABE is delivered using provincially-developed curriculum and is predominantly a self-paced, individualized, classroom-based program. The ABE program is currently delivered on a full-time basis by private training institutions and community-based organizations in rural and urban locations throughout the province. At select locations, ABE is also delivered on a part-time basis, through e-Learning (Level I only), and through evening classes.

All related ABE documents are posted on the AES website at the following link: http://www.aes.gov.nl.ca/adultlearning/index.htm. Instructors and administrators of ABE programs are required to follow all ABE related documents on the above site, which include, but are not limited to: Study Guides, Curriculum Guides, Program Guides, Database User's Manual, and Transfer Guide.

2.1 Instructor Hiring

The organization shall:

• ensure the resume and transcript of marks for each instructor and appropriate documentation for Instructor assistants shall be submitted to AES for approval prior to hiring;

• agree to be the designated employer of any staff they hire to deliver the program; and

• ensure that there is a qualified instructor present for any subject area where there is at least one student taking a course in that specific subject.
2.2. Instructor Qualifications

All Instructors shall meet minimum qualifications and be approved by AES to deliver specific ABE levels and subject areas. Instructors shall:

- hold an Education Degree and have completed at least 6 university courses in the discipline they teach; or
- possess an Adult Education Diploma from a recognized college or university with an undergraduate degree in the subject areas they teach; or
- demonstrate a combination of credentials and experience which is deemed suitable by AES.

2.3 Instructor/Student Ratio

The Instructor/Student Ratio is a comparison of the available number of Instructors to the number of students. The organization shall ensure that the Instructor/Student Ratio be no greater than 1:12 for Level I and 1:15 for Levels II and III combined. Classes may have a combination of levels of students at the same time as long as the instructor/Student Ratio used is based on the lowest Level of ABE being taught in the class. Therefore, in a class with Level I and II/III students, the maximum number of students per instructor would be 12.

2.4 Building - Minimum Facilities

The organization shall:

- meet a minimum of 25 square feet of classroom space per student;
- ensure its classrooms have natural lighting;
- ensure the facility adheres to accessibility standards as outlined in the Building Accessibility Act and regulations;
- make provisions to accommodate students with physical challenges;
- ensure it has a Municipal Occupancy Permit from the municipal council, as well as relevant Fire and Health Inspection Certificates;
- ensure it has general liability, and other applicable insurances as needed;
- ensure it has a private room suitable for consultation with students, quiet study, etc.; and
- ensure it has a lunchroom with tables, chairs, a fridge, microwave, and a sink.

Classroom and laboratory facilities will be reassessed on a yearly basis by AES to ensure that quality is maintained.

2.5 Level II/III Science Laboratory

The organization shall have access to a science laboratory as per Section 2.5.1. Where the science laboratory is not direct access, the organization shall ensure it has supporting documentation which outlines the arrangements for access to a science laboratory. If an
organization has a partnership with a local high school approved by AES, the organization will ensure it has a written agreement in place between the organization and the school district. The organization shall also ensure the science laboratory:
- is furnished with 15 workstations and 15 stools;
- contains safety and fire equipment;
- contains a minimum of 15 lab coats and safety goggles; and
- is accessible for persons with physical challenges.

2.5.1 Checklist of Laboratory Facilities, Equipment and Supplies
The following are listed as minimum requirements for offering and certifying Level II/III of the ABE program to an average-sized class of 15 students (quantities should be adjusted to accommodate more/less students). Organizations are encouraged to enrich these requirements. Substitutions, in keeping with alternative delivery approaches, may be accepted upon request.

Where the science laboratory is not direct access, the organization shall include supporting documentation which outlines the arrangements for access to a science laboratory. If organizations wish to have a partnership with local high schools approved by AES, they will need to have a written agreement in place between their institution and the school district. Note variations in quantity or substitutions of any sort.

Physical Plant
- running hot & cold water
- propane supply for Bunsen burners, in accordance with current edition of CAN/CGA-B-149.2 Propane Installation Code (may be replaced by alcohol burners or CSA approved electrical hotplates)
- fume hood (or other external ventilation system)
- electrical outlets, 1 per work station, installed in accordance with the National Building Code
- eye wash station
- shower (or spray attachment at sink)
- fire extinguisher, in accordance with current edition of NFPA-10 Standard for Portable Fire Extinguishers
- first aid kit #2, in accordance with Occupational Health and Safety Regulations
- fire blanket

Equipment
- 2 acceleration timers
- 2 ammeters, DC (may be replaced by combined volt-ohm-ammeters)
- 12 aprons or lab coats
- 1 barometer
- 6 batteries, 6 volt
- 72 beakers, assorted sizes (from 50 mL to 1000 mL)
[ ] 12 Bunsen burners (or 12 alcohol burners or 3 hot plates)
[ ] 6 clamps, symmetrical
[ ] 6 clamps, thermometer
[ ] 6 dissecting kits
[ ] 2 dynamics carts
[ ] 30 flasks, Erlenmeyer, Pyrex, assorted sizes (from 125 ml to 1000 ml)
[ ] 12 funnels
[ ] 1 generator (AC/DC)
[ ] 6 gloves, pairs, heat resistant
[ ] 6 gloves, pairs, rubber
[ ] 30 graduated cylinders, assorted sizes (from 10 ml to 1000 ml)
[ ] 2 Hall's carriages
[ ] 12 hand lenses
[ ] 6 hydrometers, double-scale
[ ] 4 lenses, concave
[ ] 4 lenses, convex
[ ] 12 light bulbs, miniature & sockets
[ ] 5 magnets, alnico bar
[ ] 5 magnetic compasses
[ ] 30 medicine droppers
[ ] 12 metre sticks
[ ] 2 microscopes (with 10x & 40x objectives)
[ ] 4 mirrors, plane
[ ] 4 mirrors, concave
[ ] 4 mirrors, convex
[ ] 1 motor, St. Louis
[ ] 2 ohmmeters (may be replaced by combined volt-ohm-ammeters)
[ ] 1 osmosis apparatus
[ ] 1 periodic table (chart)
[ ] 60 petri dishes
[ ] 24 pipets, assorted sizes (from 5 ml to 25 ml)
[ ] 2 pipetting devices
[ ] 6 pulleys
[ ] 2 power supplies (AC/DC)
[ ] 1 ray box, with accessories
[ ] 1 refrigerator
[ ] 12 retort stands (rods & support bases)
[ ] 2 rheostats
[ ] 6 ring supports (if Bunsen Burners and/or Alcohol Lamps are used)
[ ] 12 safety goggles
[ ] 2 scales, metric (eg. platform or electronic)
[ ] 4 scales, Newton
[ ] 4 scissors
<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>slinky springs</td>
</tr>
<tr>
<td>6</td>
<td>knife switches</td>
</tr>
<tr>
<td>1</td>
<td>solar system model or chart</td>
</tr>
<tr>
<td>2</td>
<td>stopwatches</td>
</tr>
<tr>
<td>12</td>
<td>spatulas or scoops</td>
</tr>
<tr>
<td>90</td>
<td>test tubes, Pyrex, assorted sizes</td>
</tr>
<tr>
<td>12</td>
<td>test tube holders</td>
</tr>
<tr>
<td>4</td>
<td>test tube racks</td>
</tr>
<tr>
<td>12</td>
<td>thermometers</td>
</tr>
<tr>
<td>2</td>
<td>titration equipment kits</td>
</tr>
<tr>
<td>6</td>
<td>tongs, flask</td>
</tr>
<tr>
<td>1</td>
<td>transformer</td>
</tr>
<tr>
<td>2</td>
<td>voltmeters (may be replaced by combined volt-ohm-ammeters)</td>
</tr>
<tr>
<td>12</td>
<td>wire gauze squares, ceramic centred (if Bunsen Burners and/or Alcohol Lamps are used)</td>
</tr>
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</table>

### Chemicals & Supplies

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 L</td>
<td>alcohol</td>
</tr>
<tr>
<td>60</td>
<td>candles</td>
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<tr>
<td>12</td>
<td>carbon rods</td>
</tr>
<tr>
<td>500 g</td>
<td>copper sulphate</td>
</tr>
<tr>
<td>100'</td>
<td>copper wire, insulated</td>
</tr>
<tr>
<td>1 L</td>
<td>distilled water (or deionized)</td>
</tr>
<tr>
<td>1 box</td>
<td>filter papers</td>
</tr>
<tr>
<td>2 boxes</td>
<td>glass slides and cover slips</td>
</tr>
<tr>
<td>12</td>
<td>glass rods, stirring</td>
</tr>
<tr>
<td>50'</td>
<td>glass tubing, assorted sizes</td>
</tr>
<tr>
<td>1 L</td>
<td>hydrochloric acid</td>
</tr>
<tr>
<td>500 mL</td>
<td>hydrogen peroxide</td>
</tr>
<tr>
<td>500 mL</td>
<td>iodine</td>
</tr>
<tr>
<td>500 g</td>
<td>iron filings</td>
</tr>
<tr>
<td>1 vial</td>
<td>litmus paper, blue</td>
</tr>
<tr>
<td>1 vial</td>
<td>litmus paper, red</td>
</tr>
<tr>
<td>12 each</td>
<td>metal strips (copper, zinc, lead, aluminum, iron)</td>
</tr>
<tr>
<td>25 g</td>
<td>pepsin</td>
</tr>
<tr>
<td>1 roll</td>
<td>pH paper, wide range</td>
</tr>
<tr>
<td>1 set</td>
<td>mineral samples</td>
</tr>
<tr>
<td>1 set</td>
<td>rock samples</td>
</tr>
<tr>
<td>50'</td>
<td>rubber tubing, assorted sizes</td>
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<tr>
<td>2.5 kg</td>
<td>sand</td>
</tr>
<tr>
<td>500 g</td>
<td>sodium chloride (table salt)</td>
</tr>
<tr>
<td>500 g</td>
<td>sodium bicarbonate (baking soda)</td>
</tr>
<tr>
<td>1 L</td>
<td>sodium hydroxide</td>
</tr>
</tbody>
</table>
Prepared Slides
[] 2 angiosperms
[] 2 animal cell
[] 2 bacteria, 3 types
[] 2 blue-green algae
[] 2 bone tissue
[] 2 bread mould
[] 2 gymnosperms
[] 2 human blood
[] 2 kidney
[] 2 meiosis (plant & animal)
[] 2 mitosis (plant & animal)
[] 2 monocot/dicot comparison
[] 2 muscle tissue, 3 types
[] 2 nerve cells
[] 2 plant cell
[] 2 protists (eg. amoeba, paramecium, euglena)
[] 2 spirogyra, vegetative & conjugating
[] 2 vascular tissue
[] 2 yeast, budding

Preserved Specimens
[] 1 Animal kingdom set, vertebrates & invertebrates
[] 1 Plant kingdom set

2.6 Student Entrance Requirements
Students entering the ABE program can range from those individuals with no literacy background to those wanting to upgrade or formally graduate.
The organization agrees that in order to be accepted into the ABE I, II and III program, a student shall be at least eighteen years of age and out of school for at least one year.

2.7 Student Records
Maintaining student records is a critical aspect of the operation of a training institution. ABE organizations shall issue student transcripts for Levels I, II and III, as well as Level III graduation diplomas. Organizations will be provided access to the provincial ABE Student Records and Certification System (ABE Database).
Organizations shall:
• regularly enter demographic, student participation, academic and completion information in the ABE database for each student enrolled in the organization's ABE program;
• enter information/records in the ABE database accurately and upon any change in a student's participation status (e.g., enrolment, course completion(s), program exit, graduation);
• agree to utilize and complete AES forms;
• ensure all transcripts will be generated using the ABE Database and printed on institution-specific paper; and
• ensure that its ABE Level III Diplomas will be generated using the ABE Database and printed on institution-specific paper.

The organization shall additionally accumulate statistics on the following:
• enrolment;
• non-completers;
• attendance;
• assessment results;
• graduates; and
• follow-ups of graduates.

2.8 Institutional Evaluation
A site visit is required prior to delivering the ABE program (further detail outlined in Section 3.0). Organizations also agree to accept follow-up and monitoring by AES for the duration of the time that they deliver the ABE program to ensure adherence to AES procedures and standards.

2.9 Assessment
Organizations are responsible for conducting assessment on any new ABE Level I, II, and III students. All assessment tools used (e.g., CAAT, Brigance) shall be approved by AES. This assessment process would not apply to currently enrolled students transitioning from another ABE program (e.g., CNA ABE students transitioning to a new training provider/organization).

2.10 Status Reporting
Organizations delivering ABE shall submit status reports as requested by AES. These reports will include statistics of enrolment, non-completers, attendance, assessment results, graduates, and follow-ups of graduates.

2.11 Schedule
The organization shall:
• where organizations will offer a full-time classroom program, commit to 25 hours of instruction (5 hours per day) and 10 paid hours of instructor preparatory time, each week;
where organizations will offer a part-time classroom program, commit to a minimum of 10 hours of instruction (2.5 hours per day) and 2 hours of instructor preparatory time, each week;

• agree to advise AES if the program takes an unscheduled break; and

• ensure that a qualified instructor for Math, Science and English is always present during the hours students are in attendance;

• submit an academic calendar which includes: scheduled breaks (Christmas, Easter, and summer). The academic calendar shall also outline the weekly instructional schedule.

2.12 Print
The organization shall:

• ensure that it has sufficient student resources to meet the needs of each ABE student. This requires that each student have an individual textbook for each subject being studied;

• obtain the required student texts as outlined in the curriculum guides on http://www.aes.gov.nl.ca/;

• ensure that it has sufficient instructor resources to meet the needs of each ABE instructor. This requires that each instructor have a copy of all appropriate resources for each subject being taught; and

• obtain the required instructor resources as outlined in the curriculum guides on http://www.aes.gov.nl.ca/.

2.13 Non-Print
The organization shall:

• include a minimum of two internet accessible computers per each classroom of 15 students;

• ensure that each instructor has access to his/her own dedicated computer; and

• ensure that it has computer technology (e.g. computers, wi-fi access and printers) available for student use on the premises being used for ABE delivery.

2.14 Hazardous Materials
The organization shall:

• establish a procedure for the storing and disposal of hazardous chemicals that is in accordance with applicable federal, provincial and municipal legislation and regulation.

3.0 SITE EVALUATIONS

The ongoing site visits play a significant role in the maintenance of quality education. AES may conduct site visits for various reasons as discussed below.
3.1 Routine Site Visits
Generally, prior to AES conducting a routine site visit, an organization will be contacted and advised as to the date of the visit. However, AES reserves the right to conduct a site visit without prior notification. Departmental personnel will also be available to the instructor or administration to offer advice, if needed. If problems are identified as a result of the site visit, AES will notify the organization and ask that the issues be addressed and resolved.

3.2 Site Visits Resulting From Complaints
AES may conduct a visit to investigate a complaint. AES personnel may address the problem with the administration, instructors and students to receive their feedback. Analysis of student records and files may also be necessary for the investigation process.

4.0 COMPLAINT PROCEDURES
AES has specific policies and procedures governing responses to complaints. These policies and procedures are outlined below.

The complainant may contact AES to register a concern. They are advised that their first course of action in resolving the issue is to address it with the administration of the organization. The response of the organization to the complainant should be in writing to eliminate any misunderstanding in interpretation. If the issue remains unresolved to the satisfaction of the complainant, they may then communicate their concerns to AES, in writing, and attach a copy of the letter of response from the organization.

AES will notify the organization that a complainant is unsatisfied with the organization's response to their concerns and has requested AES initiate an investigation. If upon review of the documents AES determines that there is insufficient information to make a decision, a site visit or phone call will be conducted to collect additional information. Once the investigation has been completed, a formal report outlining the investigation results will be prepared along with the identification of any actions necessary to reach a resolution. All parties will be notified accordingly. If actions have been identified, AES will follow-up to ensure compliance.
SCHEDULE B
Adult Basic Education (ABE) Consent

Please carefully read the following statements, fill in the blanks, and sign the bottom.

I understand that the Department of Advanced Education and Skills, Government of Newfoundland and Labrador, funds the Adult Basic Education (ABE) Program in which I am seeking enrollment.

I agree to the Department of Advanced Education and Skills:
- collecting my personal information related to my participation in an ABE Program, including my academic record, attendance record (and supporting documentation) and status, from the ABE service provider(s) / site(s) where I am enrolled or have previously been enrolled including, if applicable, the College of the North Atlantic
- disclosing and exchanging my personal information related to my participation in an ABE Program, including my academic record, attendance record (and supporting documentation) and status, to and with the following:
  - Department of Employment and Social Development (Government of Canada)
  - ABE service provider(s) / site(s) where I am enrolled or have previously been enrolled including, if applicable, the College of the North Atlantic.

I understand that my personal information is being collected, disclosed and exchanged as agreed to above for the purposes of:
- determining my program eligibility (initial and ongoing)
- determining funding requirements and obligations between the Government of Newfoundland and Labrador and ABE Service Providers
- monitoring student progress
- ensuring the program maintains provincial standards
- research and statistical analysis.

ABE Service Provider / Site:

Name: ___________________________________________________________

Date of Birth: _____________________________ Telephone: _____________________________

Address: ___________________________________________________________

Signature: _____________________________ Date: _____________________________

Witness: _____________________________ Date: _____________________________

Please direct any question about this form to: Manager - Literacy and Institutional Services Division, Department of Advanced Education and Skills, P.O. Box 8700, St. John's, NL A1B 4J6. Telephone: (709)729-6191. Email: cindychristopher@gov.nl.ca. This Information is collected under the authority of s. 32 of the Access to Information and Protection of Privacy Act, SNL 2002 c.A-1.1, as amended.
SCHEDULE C
Attendance Policy

- Students are expected to attend 100% of the Instructional Days in a month. Instructional Days are defined to be those days that the Service Provider is open for training purposes.
- Instructional Days do not include days when the institution is closed due to statutory holidays, civic holidays, or school breaks or any other closure which is within the Institution's responsibility and/or control.
- Service Providers are expected to keep daily student attendance and supporting documentation for absences (e.g., doctor's note) on file which may be subject to audit by the Client.
  - When a student's monthly average attendance falls below acceptable levels, the Client will follow-up with the Service Provider to discuss absences and determine if the student will continue to be supported in the program.
SCHEDULE D
Student Academic Progression Standards

For ABE Level I – Unless otherwise authorized by the Client, the Brigance Diagnostic Inventory of Essential Skills is the assessment tool to be used for students in this level. The Client’s expectation for progression is grade level increases of .5 to 1.0 within 60 instructional hours. The overall enrollment period for a client in Level I will normally not exceed ten months.

For Client review purposes, the Service Provider will conduct a Brigance assessment for each enrolled ABE Level I student, record the results on Schedule E, encrypt and submit it electronically to heatherleaves@gov.nl.ca at the Division of Literacy and Institutional Services as follows:

- In September 2014 or within three business days of each new student enrolment in the program;
- By November 28, 2014;
- By February 27, 2015; and
- By June 30, 2015.

The Service Provider will also indicate the number of courses completed each month on the Client’s monthly attendance report.

For ABE Level II—The Client’s expectation for progression is on average one course per two weeks. The overall enrollment period for a client in Level II will normally not exceed six months. The Service Provider will indicate the number of courses completed each month on the Client’s monthly attendance report.

For ABE Level III—The Client’s expectation for progression is on average one credit per two weeks. The Service Provider will indicate the number of credits completed each month on the Client’s monthly attendance report.
SCHEDULE E
Student Information and Status Report
ABE Level I

Site: ____________________________________________________________

Student Number: ________________________________________________

Community of Residence: __________________________________________

Additional Information
__________________________________________________________________
__________________________________________________________________
__________________________________________________________________

Assessment

Date of Assessment: _______________ Assessment Tool: _______________

Results: Math

Spelling (Vocabulary)

Reading Comprehension

Word Recognition

REMEMBER: Use the same tool consistently, for each assessment period. For the Brigance, please provide results for Word Recognition, Reading Comprehension, Spelling and Mathematics only.

Service Provider: __________________________ Location: __________________________

Service Provider Representative*: __________________________________________

Date: __________________________

*Note: The signature required must be from a Service Provider representative, not the Instructor.
### SCHEDULE F

**Cashflow Report**

**SITE NAME:**
Cashflow Report - Community Based ABE and Literacy Tutoring Programs

<table>
<thead>
<tr>
<th>TERMINAL</th>
<th>TERM 1</th>
<th>TERM 2</th>
<th>TERM 3</th>
<th>OVERALL</th>
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</table>

**BUDGET ITEMS**
- **SALARIES**
- **Utilities**
- **Telephone**
- **Administration**
- **R&D**
- **Office Supplies**
- **Material Resources**
- **Facilities**
- **Other**
- **TOTAL**

**ANTICIPATED REVENUE 2014-15**

<table>
<thead>
<tr>
<th>DEPARTMENT</th>
<th>QUARTER 1</th>
<th>QUARTER 2</th>
<th>QUARTER 3</th>
<th>QUARTER 4</th>
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**REVENUE RECEIVED**

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<th>DEPARTMENT</th>
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**REVENUE RECEIVED**

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<tr>
<th>DEPARTMENT</th>
<th>QUARTER 1</th>
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**SIGNATURES**

- Signature (required)
- Signature (required)
- Signature (required)
- Signature (required)

- Date
- Date
- Date
- Date

*I certify that the information contained in this report is accurate and reported in the proper period. All supporting documentation is available for audit.*
# SCHEDULE G

Student Exit Form

This form must be emailed to heatherlegge@pov.nl.ca or faxed to (709) 729-6246 no later than one (1) week after the student's last day in class.

<table>
<thead>
<tr>
<th>Student #</th>
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<tr>
<th>Began Classes (date):</th>
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<th>Ended Classes (date):</th>
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<th>Reason for leaving:</th>
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<tr>
<th>Comments:</th>
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<table>
<thead>
<tr>
<th>Service Provider:</th>
<th>Location:</th>
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</table>

<table>
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<tr>
<th>Service Provider Representative*:</th>
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<table>
<thead>
<tr>
<th>Date:</th>
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*Note: The signature required must be from a Service Provider representative, not the instructor.
REQUEST FOR PAYMENT
DEPARTMENTAL INTERNAL INVOICE

Department: Advanced Education and SI
Division: Literacy and Institutional Services

Date: April 7, 2015
Invoice #: MS9970370

Vendor Name: Tourism Bell Island Inc.
Vendor Address Pay Site: P.O. Box 279, West Mines
Bell Island NL A0A 4H0

Vendor Number: 40099336
Authority (i.e. TBM, MC, Contract): Contract
Accounting Distribution: 01-1615-170-5260-1061-0000

Amount: $ 29,000 (HST) Total: $ 29,000

Requestor (Please Print Name): Cindy Christopher
Requestor Signature: [Signature]

Description and/or Explanation of Payments:
OLD YEAR - This is the third of three installments for the delivery of the Level I/II/III ABE program as per the attached contract.

Please complete all sections of the form for invoice processing at Corporate Financial Services (CFS) and scan with all related information and attachments to unlinvoices@gov.nl.ca

If this is a Priority Payment please state in the subject line of the email to CFS.
AGREEMENT FOR SERVICES
ADULT BASIC EDUCATION (ABE) LEVEL I, II, AND III PROGRAMS

THIS AGREEMENT is made at St. John’s in the Province of Newfoundland and Labrador on the 95th day of August, 2014.

BETWEEN: HER MAJESTY THE QUEEN IN RIGHT OF NEWFOUNDLAND AND LABRADOR, as represented by the Honourable Minister of Advanced Education and Skills (the “Client”),

AND: Tourism Bell Island Inc., (the “Service Provider”),

collectively referred to as “The Parties”

WHEREAS:

(1) The Client has offered the Service Provider a contract to deliver Levels I, II, and III of the Provincial Adult Basic Education (ABE) Program in the location of Bell Island, NL;

(2) The Service Provider has agreed to accept the contract and deliver the ABE program as required by the Client.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements herein and subject to the terms and conditions set out in this Agreement, the Parties agree as follows:

1. Definitions

1.1 “ABE Database” means the Adult Basic Education Student Records and Certification System of the Client which houses ABE student records from all ABE Service Providers in Newfoundland and Labrador and allows for immediate retrieval and transcript/diploma generation by ABE Service Providers.

1.2 “Contract Documents” means and includes:

1.2.1 This head agreement (the “Head Agreement”);

1.2.2 The Scope of Work attached as “Schedule A”;

1.2.3 The Consent attached as “Schedule B”;

1.2.4 The Attendance Policy attached as “Schedule C”;

1.2.5 The Student Academic Progression Standards attached as “Schedule D”;

1.2.6 The Student Information and Status Report Form attached as “Schedule E”;

1.2.7 The Cashflow Report Form attached as “Schedule F”; and
1.2.8 The Student Exit Form attached as "Schedule G".

1.3 "Eligible Expenditures" means expenditures, as approved by the Client, made by the Service Provider in respect of and for the sole use of the Program.

1.4 "Force Majeure" means any cause beyond the control of the Parties hereto which they could not reasonably have foreseen and guarded against, including but not limited to an act of God, strike, lock-out, act of public enemy, war, blockade and civil disturbance.

1.5 "Governing Body" means those persons appointed as the responsible authorities for the Service Provider.

1.6 "Intellectual Property" means all data, designs, plans, drawings, specifications, research, reports, notes, estimates, summaries, calculations, surveys, papers, completed work, and work in progress and such other information and materials or parts thereof as are compiled, drawn and produced by the Service Provider in performing this Work, including computer printouts and computer models and all copyrights therefrom.

1.7 "Program" means the provision of Adult Basic Education (ABE) Level I, II, and III Programs in accordance with the parameters and criteria as set out in "Schedule A".

1.8 "Work" means the provision of services as set out in Article 3 of this Agreement.

Service Provider's Obligations.

2. Service Provider's Representations and Warranties

2.1 The Service Provider represents and warrants that:

2.1.1 It is organized and is operating solely for nonprofit purposes;
2.1.2 It does not and will not provide income for the personal benefit of the Governing Body; and

2.1.3 All personnel receiving payment under this Agreement are not and will not be appointed to the Governing Body.

3. Service Provider's Obligations

3.1 The Service Provider will deliver the Program for a minimum of 40 instructional weeks between September 2014 and August 2015.

3.2 The Service Provider will do all things necessary to fulfill all of the obligations of the Service Provider as set out in the Contract Documents (the "Work"). The Work will be performed by the Service Provider to the satisfaction of the Client.

3.3 The Service Provider will also perform the following activities:

3.3.1 Hire all personnel required for the Work;

3.3.2 Request each student, upon enrollment, to sign the form attached hereto as "Schedule B" and provide forthwith the executed forms to the Client;

3.3.3 The Service Provider will appoint a minimum of two Individuals as signing officers for the delivery agency. All Agency cheques must contain the signatures of these two signing officers;

3.3.4 The Service Provider will provide the Client with copies of any meeting minutes of the Governing Body held by the Service Provider during the term of this Agreement;

3.3.5 The Service Provider acknowledges and agrees to make every reasonable effort to ensure each ABE student funded under this Agreement shall achieve the Student Academic Progression Standards set out in "Schedule D"; and

3.3.6 The Service Provider will complete and sign the form attached hereto as "Schedule G" upon student exit and provide forthwith the executed forms to the Client within five business days.

3.4 The Service Provider agrees, where required by law under legislation applicable to the Service Provider, to obtain further written consent from each student authorizing the share or exchange of a student's personal information with the Client for the purposes of this Agreement.
4. **Client’s Obligations**

4.1 In addition to payment to the Service Provider required by this Agreement, the Client will provide decisions, instructions, acceptances and information reasonably required by the Service Provider in the performance of this Agreement.

5. **Audit and Inspection**

5.1 The Service Provider will:

5.1.1 Keep and maintain Records during the currency of the Agreement;

5.1.2 Ensure that all Records clearly demonstrate that shared costs and interest are properly apportioned or credited to the Client;

5.1.3 At any time during this Agreement, if requested by the Client, deliver a Record required under this Agreement to the Client upon three business days notice to the Service Provider;

5.1.4 If requested by the Client, deliver all Records to the Client within fourteen days following the termination of this Agreement;

5.1.5 Ensure access by the Client during regular business hours to all Records and to the premises where the Work is being performed in order that the Client may review, inspect, monitor and audit the performance of the Work; and

5.1.6 Provide the Client with the proper facilities to carry out its rights under this Article and provide the Client with copies of all requested Records.

6. **Reports**

6.1 The Service Provider will submit for approval cashflow reports and student progress reports as outlined in “Schedule A” or another schedule to this Agreement on November 28, 2014, February 27, 2015, and June 30, 2015.

6.2 The Service Provider will furnish Reports whether as required by this Agreement or as may be required by the Client from time to time. Including but not limited to reports for the purpose of ensuring compliance with this Agreement, monitoring student progress, verifying student eligibility and attendance, ensuring the Work maintains provincial standards, and research and statistical analysis. This includes, but is not limited to submitting the following:

6.2.1 Monthly attendance reports for ABE students enrolled in the location specified in “Schedule A” as specified by the Client to be submitted within three business days of the end of every month;
6.2.2 Assessments/reports required in "Schedule D", including as applicable for ABE Level I Service Providers, the Brigance assessment to be submitted on or before the dates set out in "Schedule D";

6.2.3 The Student Information and Status Report Form in "Schedule E"; and

6.2.4 At least monthly (by the end of every month) entering student information directly into the ABE Database.

6.3 The Service Provider will submit for approval:

6.3.1 Copies of any meeting minutes of the Governing Body held by the Service Provider during the term of this Agreement; and

6.3.2 Copies of all financial statements prepared for the term of this Agreement (review engagement letter for funding amounts up to $100,000; audited financial statements for funding amounts at or exceeding $100,000). The financial statements must contain a breakdown of funding provided by the Client.

6.4 All reports and documentation provided to the Client under this Agreement will be and become the property of the Client. The Service Provider may retain for its own internal purposes copies of reports and related data, but the Service Provider will not divulge, release or publish same or any part thereof without the prior written permission of the Client.

7. Acknowledgment

7.1 Any report, announcement, advertisement, brochure, audiovisual material, design, or any other public communication or publication relating to this Agreement will acknowledge the financial contribution of the Department of Advanced Education and Skills.

8. Payment

8.1 It is agreed and understood that payments made for the satisfactory performance of the Work pursuant to this Agreement will be made in accordance with the provisions below. Specifically, the total payment under this Agreement by the Client to the Service Provider will not exceed $121,000. This funding is to be used solely for the purposes outlined in this Agreement.

8.2 Upon presentation of required documentation satisfactory to the Client, the Client will make payments to the Service Provider for the satisfactory performance of the Work as follows:
8.1.1 The first installment in the amount of $62,000 will be paid no later than September 30, 2014 upon receipt by the Client of satisfactory written confirmation that all requirements and standards related to the performance of the Work referenced in “Schedule A” have been met. The first installment will be based upon receipt and approval by the Client of the proposed Program budget as well as written confirmation that a minimum of 12 students have been assessed and enrolled in the Program.

8.2.2 The second installment in the amount of $30,000 will be paid no later than December 31, 2014 upon receipt and approval by the Client of the November 28, 2014 cashflow report as well as student progress reports as outlined in “Schedule A” or another schedule to this Agreement.

8.2.3 The third installment in the amount of $29,000 will be paid no later than March 31, 2015 upon receipt and approval by the Client of the February 27, 2015 cashflow report as well as student progress reports as outlined in “Schedule A” or another schedule to this Agreement.

8.3 The Client may withhold payment of any amount payable under this Agreement where the Service Provider has failed to comply with any term or condition of this Agreement or pending the outcome of an audit conducted under Article 5 of this Agreement.

8.4 The Service Provider will remain obligated to complete the Work notwithstanding that the actual costs of the Service Provider, whether in respect of services, costs or expenses incurred, may exceed amounts payable under this Agreement.

8.5 The Client will not be responsible to pay any amounts identified by the Service Provider which may arise from work, services or expenses incurred to remedy errors or omissions in the Work for which the Service Provider is responsible.

9. Repayment

9.1 The Service Provider will repay to the Client the amount of any payment to which it is not entitled under this Agreement. Upon the Client’s demand for repayment of any amount to which the Service Provider is not entitled the Service Provider will repay the amount demanded with it being agreed between the Parties that any such amount is considered a debt owing to the Client.

9.2 The amounts to which the Service Provider is not entitled include:

9.2.1 The amount of any payments made in error;

9.2.2 The amount of any payments made for costs in excess of the amount actually incurred for these costs; and
9.2.3 The amount of any payments for costs that were not eligible for reimbursement under this Agreement.

10. Entire Agreement

10.1 This Agreement constitutes the entire Agreement between the Parties and supersedes all previous agreements or arrangements, written or oral, relating to the Work. There are no understandings, representations, or warranties of any kind except as expressly set forth herein. Documents described in "Schedule A" will form part of this Agreement by incorporation by reference in "Schedule A" or by direct incorporation into "Schedule A".

11. In-service Training

11.1 As applicable the Service Provider agrees to attend in-service training for ABE Levels I, II, and III provided by the Client in accordance with requirements specified by the Client.

12. Non-Waiver

12.1 The failure of the Client to insist upon or enforce in any instance strict performance by the Service Provider of any of the terms of this Agreement or to exercise any rights herein conferred will not be construed as a waiver or a relinquishment to any extent of the Client's right to assert or rely upon any such terms or rights on any future occasion.

13. Liability

13.1 Before making any payment in accordance with Article 8, the Client may require the Service Provider to furnish evidence that the Work for which payment is being made is free and clear from any and all lawful claims.

13.2 The Service Provider will indemnify and hold harmless the Client from and against any liability arising from the performance or non-performance of the Work, except claims for damages resulting from the negligence of a representative of the Client.

13.3 With respect to any and all actions by third parties for which the Service Provider has an obligation to indemnify the Client pursuant to Article 13.2 the Service Provider will pay all legal charges, costs and other expenses arising therefrom. Notwithstanding the foregoing, the Client may at its own discretion retain its own solicitors to defend its interests in any such suit or claim, and the legal costs of that defense shall be paid by the Service Provider.

14.1 All Intellectual Property created pursuant to this Agreement will be and become the property of the Client and will be delivered to the Client upon completion of the Work or upon earlier termination of this Agreement. The Service Provider may retain for its own internal purposes copies of Reports and related data but the Service Provider will not divulge, release or publish same or any part thereof without the prior written consent of the Client.

15. Termination

15.1 This Agreement may be terminated by the Service Provider by giving the Client two months written notice of termination.

15.2 Notwithstanding the provisions of this Agreement, the Client may at any time by way of written notice to the Service Provider, terminate this Agreement for cause.

15.3 Where this Agreement is terminated prior to the mutually agreed upon completion date, the Service Provider will thereupon be entitled to payment in accordance with this Agreement in respect of that part of the Work completed up to the date of termination, provided however, that the Service Provider will not be entitled to any other payment in respect of such termination, including, without prejudice to the generality of the foregoing, any payment for any consequential loss or damage arising from termination of this Agreement or in any other way related thereto. The Client will retain the right to set off with respect to any earned but unpaid proceeds then due, any amount owing to the Client pursuant to this Agreement.

16. Assignment

16.1 The Service Provider will not assign this Agreement in whole or in part.

17. Notice

17.1 All notices, claims, payments, reports and other communications required under this Agreement will be in writing.
17.2 The address for service for notices under this Agreement will be:

For the Client:
Attention: Candice Ennis-Williams
Director of Literacy and Institutional Services
Post-Secondary Education Branch
Department of Advanced Education and Skills
P.O. Box 8700
St. John's, NL A1B 4J6
CandiceEnnis-Williams@gov.nl.ca

For the Service Provider:
Attention: Henry Crane
Tourism Bell Island Inc.
P.O. Box 279, West Mines
Bell Island, NL A0A 4H0
tourismbellisland@gmail.com

17.3 Notices, requests or documents will be deemed to have been received by the addressee as follows:

17.3.1 As of the date on which they are delivered where delivery is by messenger or special courier service;

17.3.2 As of the date on which they are sent where delivery is by telex copier or other means of electronic telecommunication; and

17.3.3 Six days after delivery to Canada Post Corporation where the postal service is used.

18. General

18.1 This Agreement will be governed by and interpreted according to the laws of the Province of Newfoundland and Labrador, and all actions, suits and proceedings arising out of the Agreement will be determined in a court of competent jurisdiction in the Province of Newfoundland and Labrador, subject to any right of appeal.

18.2 The Service Provider or its Representatives will, at all times, comply with all applicable laws, ordinances, statutes, rules, regulations and orders of governmental and municipal authorities, and will give due regard to all business practices and local customs prevailing in the Province of Newfoundland and Labrador. For greater certainty, the Service Provider agrees to comply with the provisions of the Canadian Charter of Rights and Freedoms, the Newfoundland and Labrador Human Rights Code, 2010, the Newfoundland and Labrador Labour Standards Act and with all
other applicable federal and provincial legislation. The Service Provider will provide (where requested by the Client) evidence of compliance with all requirements of the Province of Newfoundland and Labrador with respect to Worker’s Compensation and/or Occupational Health and Safety, including, without limitation, any payments or compliance orders due or issued thereunder.

18.3 No public employee or member of the House of Assembly of the Province of Newfoundland and Labrador will be admitted to any part or share of the payments made pursuant to this Agreement or to any benefits arising therefrom except in accordance with the Conflict of Interest Act or the House of Assembly Act.

18.4 This Agreement will not be amended except by agreement and in writing between the Parties. This Agreement may be amended or otherwise modified by email provided each Party expressly states the intent and agreement to modify this Agreement.

18.5 This Agreement may be executed in any number of counterparts, each of which will be considered an original of this Agreement, and which together will constitute one and the same instrument. No Party will be bound to this Agreement unless and until all Parties have executed a counterpart. A facsimile signature or an otherwise electronically reproduced signature of either Party will be deemed to be an original.

18.6 This Agreement will inure to the benefit of and be binding upon the Parties hereto, their respective heirs, legal representatives, successors and assigns.

18.7 The obligations of both Parties under this Agreement, which, by their nature, would continue beyond the expiration or earlier termination of this Agreement, will survive the expiration or earlier termination of this Agreement indefinitely.

18.8 Neither Party will be considered in default of performance of its obligations hereunder to the extent that performance of such obligations is delayed, hindered or prevented by Force Majeure.

18.9 Time will be of the essence in this Agreement.

18.10 If any provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, such invalidity or unenforceability will attach only to such provision, and all other provisions hereof will continue in full force and effect.
19. Third Party Liability

19.1 Nothing in this Agreement constitutes the Service Provider as a servant or agent of Her Majesty the Queen in Right of Newfoundland and Labrador. The Service Provider agrees that, in performance of its obligations under this Agreement, neither the Service Provider nor its Representative will be or be deemed to be an officer, servant or agent of the Client. The Service Provider will act throughout as an independent service provider.

20. Conflict / Inconsistency

20.1 In the event of any conflict or inconsistency between provisions in the Contract Documents, the Contract Documents will have precedence as follows: first the Head Agreement, second "Schedule A" Scope of Work.

21. Representations

21.1 The Service Provider hereby represents and warrants that every fact stated or represented by the Service Provider or its Representatives to the Client in respect of the Work is true and agrees that the Client will be conclusively deemed to have relied on such representation or statement in entering into this Agreement.

22. Effective Date

22.1 The effective date of this Agreement shall be the date on the first page of this Head Agreement.

23. Renewal

23.1 This Agreement may be renewed before termination on an annual basis upon written agreement by both Parties.

23.2 The Client may impose additional terms and conditions on any renewal.

24. Dispute Resolution

24.1 In case of a dispute arising between the Client and the Service Provider as to their respective rights and obligations under this Agreement, the Parties will first attempt to resolve all matters through friendly negotiation by a meeting between their Representatives upon notice per Article 17. A resolution reached in this way must be reached within ten days of both Parties having knowledge and notice of the dispute and be reduced to writing.
24.2 In the case of a dispute arising between the Client and the Service Provider as to their respective rights and obligations under this Agreement (that has not been resolved pursuant to Article 24.1), either Party may give the other notice of such dispute and to request arbitration thereof. If both Parties agree, the Parties will, with respect to the particular matters then in dispute, submit the same to arbitration in accordance with the provisions of the Arbitration Act, RSNL1990 cA-14, including such provisions for the appointment of arbitrators.

IN WITNESS WHEREOF these presents are executed by the parties hereto as of the date first above written as follows:

Her Majesty the Queen in Right of Newfoundland and Labrador:

[Signature]

Minister of Advanced Education and Skills or Designate

Service Provider:

[Signature]

Witness
1.0 INTRODUCTION

In these standards "organization" or "organizations" shall read as "Service Provider" or "Service Providers" respectively. These standards shall be met by a Service Provider in the delivery and certification of the Adult Basic Education (ABE) Program.

2.0 STANDARDS AND REQUIREMENTS

The ABE program was designed with the intent of providing adults who have not completed high school with the opportunity of acquiring a solid, high quality high school equivalency to function in society, and to access further education, training, and employment opportunities. In Newfoundland and Labrador, one of the avenues for achieving high school equivalency is through the provincial ABE program. The ABE program consists of three levels: Level I (basic literacy and numeracy skills); Level II (transitional skills similar to grades 7 - 9); and Level III (corresponds to grades 10 - 12). A minimum of 36 credits in Level III are needed in order to graduate ABE and receive high school equivalency. ABE is delivered using provincially-developed curriculum and is predominantly a self-paced, individualized, classroom-based program. The ABE program is currently delivered on a full-time basis by private training institutions and community-based organizations in rural and urban locations throughout the province. At select locations, ABE is also delivered on a part-time basis, through e-Learning (Level I only), and through evening classes.

All related ABE documents are posted on the AES website at the following link: http://www.aes.gov.nl.ca/adultlearning/index.html. Instructors and administrators of ABE programs are required to follow all ABE related documents on the above site, which include, but are not limited to: Study Guides, Curriculum Guides, Program Guides, Database User’s Manual, and Transfer Guide.

2.1 Instructor Hiring

The organization shall:
- ensure the resume and transcript of marks for each instructor and appropriate documentation for instructor assistants shall be submitted to AES for approval prior to hiring;
- agree to be the designated employer of any staff they hire to deliver the program; and
- ensure that there is a qualified instructor present for any subject area where there is at least one student taking a course in that specific subject.
2.2. Instructor Qualifications
All Instructors shall meet minimum qualifications and be approved by AES to deliver specific ABE levels and subject areas.
Instructors shall:
- hold an Education Degree and have completed at least 6 university courses in the discipline they teach; or
- possess an Adult Education Diploma from a recognized college or university with an undergraduate degree in the subject areas they teach; or
- demonstrate a combination of credentials and experience which is deemed suitable by AES.

2.3 Instructor/Student Ratio
The Instructor/Student Ratio is a comparison of the available number of Instructors to the number of students.
The organization shall ensure that the Instructor/Student Ratio be no greater than 1:12 for Level I and 1:15 for Levels II and III combined. Classes may have a combination of levels of students at the same time as long as the Instructor/Student Ratio used is based on the lowest level of ABE being taught in the class. Therefore, in a class with Level I and II/III students, the maximum number of students per Instructor would be 12.

2.4 Building - Minimum Facilities
The organization shall:
- meet a minimum of 25 square feet of classroom space per student;
- ensure its classrooms have natural lighting;
- ensure the facility adheres to accessibility standards as outlined in the Building Accessibility Act and regulations;
- make provisions to accommodate students with physical challenges;
- ensure it has a Municipal Occupancy Permit from the municipal council, as well as relevant Fire and Health Inspection Certificates;
- ensure it has general liability, and other applicable insurances as needed;
- ensure it has a private room suitable for consultation with students, quiet study, etc., and
- ensure it has a lunchroom with tables, chairs, a fridge, microwave, and a sink.

Classroom and laboratory facilities will be reassessed on a yearly basis by AES to ensure that quality is maintained.

2.5 Level II/III Science Laboratory
The organization shall have access to a science laboratory as per Section 2.5.1. Where the science laboratory is not direct access, the organization shall ensure it has supporting documentation which outlines the arrangements for access to a science laboratory. If an
organization has a partnership with a local high school approved by AES, the organization will ensure it has a written agreement in place between the organization and the school district.

The organization shall also ensure the science laboratory:

- is furnished with 15 workstations and 15 stools;
- contains safety and fire equipment;
- contains a minimum of 15 lab coats and safety goggles; and
- is accessible for persons with physical challenges.

2.5.1 Checklist of Laboratory Facilities, Equipment and Supplies

The following are listed as minimum requirements for offering and certifying Level II/III of the ABE program to an average-sized class of 15 students (quantities should be adjusted to accommodate more/less students). Organizations are encouraged to enrich these requirements. Substitutions, in keeping with alternative delivery approaches, may be accepted upon request.

Where the science laboratory is not direct access, the organization shall include supporting documentation which outlines the arrangements for access to a science laboratory. If organizations wish to have a partnership with local high schools approved by AES, they will need to have a written agreement in place between their institution and the school district. Note variations in quantity or substitutions of any sort.

Physical Plant

- running hot & cold water
- propane supply for Bunsen burners, in accordance with current edition of CAN/CGA-B-149.2 Propane Installation Code (may be replaced by alcohol burners or CSA approved electrical hotplates)
- fume hood (or other external ventilation system)
- electrical outlets, 1 per work station, installed in accordance with the National Building Code
- eye wash station
- shower (or spray attachment at sink)
- fire extinguisher, in accordance with current edition of NFPA-10 Standard for Portable Fire Extinguishers
- first aid kit #2, in accordance with Occupational Health and Safety Regulations
- fire blanket

Equipment

- 2 acceleration timers
- 2 ammeters, DC (may be replaced by combined volt-ohm-ammeters)
- 12 aprons or lab coats
- 1 barometer
- 6 batteries, 6 volt
- 72 beakers, assorted sizes (from 50 mL to 1000 mL)
<table>
<thead>
<tr>
<th>Items</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bunsen burners (or 12 alcohol burners or 3 hot plates)</td>
<td>12</td>
</tr>
<tr>
<td>clamps, symmetrical</td>
<td>6</td>
</tr>
<tr>
<td>clamps, thermometer</td>
<td>6</td>
</tr>
<tr>
<td>dissecting kits</td>
<td>6</td>
</tr>
<tr>
<td>dynamics carts</td>
<td>2</td>
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<tr>
<td>flasks, Erlenmeyer, Pyrex, assorted sizes (from 125 mL to 1000 mL)</td>
<td>30</td>
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<tr>
<td>funnels</td>
<td>12</td>
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<tr>
<td>generator (AC/DC)</td>
<td>1</td>
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<tr>
<td>gloves, pairs, heat resistant</td>
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<tr>
<td>gloves, pairs, rubber</td>
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<tr>
<td>graduated cylinders, assorted sizes (from 10 mL to 1000 mL)</td>
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<td>Hall's carriages</td>
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<tr>
<td>hand lenses</td>
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<tr>
<td>hydrometers, double-scale</td>
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<tr>
<td>lenses, concave</td>
<td>4</td>
</tr>
<tr>
<td>lenses, convex</td>
<td>4</td>
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<tr>
<td>light bulbs, miniature &amp; sockets</td>
<td>12</td>
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<tr>
<td>magnets, alnico bar</td>
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<tr>
<td>magnetic compasses</td>
<td>6</td>
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<td>mirrors, convex</td>
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<td>motor, St. Louis</td>
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<td>ohmmeters (may be replaced by combined volt-ohm-ammeters)</td>
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<td>osmosis apparatus</td>
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<td>periodic table (chart)</td>
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<td>petri dishes</td>
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<td>pipets, assorted sizes (from 5 mL to 25 mL)</td>
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<td>pipetting devices</td>
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<tr>
<td>pulleys</td>
<td>6</td>
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<td>ray box, with accessories</td>
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<td>refrigerator</td>
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<td>retort stands (rods &amp; support bases)</td>
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<tr>
<td>rheostats</td>
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<td>ring supports (if Bunsen Burners and/or Alcohol Lamps are used)</td>
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<tr>
<td>safety goggles</td>
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<tr>
<td>scales, metric (e.g. platform or electronic)</td>
<td>6</td>
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<tr>
<td>scales, Newton</td>
<td>4</td>
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<tr>
<td>scissors</td>
<td>4</td>
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</table>
232

[1] 2  slinky springs
[1] 6  knife switches
[1] 1  solar system model or chart
[1] 2  stopwatches
[1] 12  spatulas or spoons
[1] 30  test tubes, Pyrex, assorted sizes
[1] 12  test tube holders
[1] 4  test tube racks
[1] 12  thermometers
[1] 2  titration equipment kits
[1] 6  tongs, flask
[1] 1  transformer
[1] 2  voltmeters (may be replaced by combined volt-ohm-ammeters)
[1] 12  wire gauze squares, ceramic centred (if Bunsen Burners and/or Alcohol Lamps are used)

Chemicals & Supplies

[1] 1 L  alcohol
[1] 60  candles
[1] 12  carbon rods
[1] 500 g  copper sulphate
[1] 100'  copper wire, insulated
[1] 1 L  distilled water (or deionized)
[1] 1 box  filter papers
[1] 2 boxes  glass slides and cover slips
[1] 12  glass rods, stirring
[1] 50'  glass tubing, assorted sizes
[1] 1 L  hydrochloric acid
[1] 500 mL  hydrogen peroxide
[1] 500 mL  iodine
[1] 500 g  Iron filings
[1] 1 vial  litmus paper, blue
[1] 1 vial  litmus paper, red
[1] 12 each  metal strips (copper, zinc, lead, aluminum, iron)
[1] 25 g  pepsin
[1] 1 roll  pH paper, wide range
[1] 1 set  mineral samples
[1] 1 set  rock samples
[1] 50'  rubber tubing, assorted sizes
[1] 2.5 kg  sand
[1] 500 g  sodium chloride (table salt)
[1] 500 g  sodium bicarbonate (baking soda)
[1] 1 L  sodium hydroxide
233

[] 500 mL stain (eg. methylene blue)
[] 500 g sugar
[] 500 g sulphur
[] 1 L vinegar
[] 1 wood splints, bundle of 500
[] 500 g zinc, mossy

**Prepared Slides**

[] 2 angiosperms
[] 2 animal cell
[] 2 bacteria, 3 types
[] 2 blue-green algae
[] 2 bone tissue
[] 2 bread mould
[] 2 gymnosperms
[] 2 human blood
[] 2 kidney
[] 2 meiosis (plant & animal)
[] 2 mitosis (plant & animal)
[] 2 monocot/dicot comparison
[] 2 muscle tissue, 3 types
[] 2 nerve cells
[] 2 plant cell
[] 2 protists (eg. amoeba, paramecium, euglena)
[] 2 spirogyra, vegetative & conjugating
[] 2 vascular tissue
[] 2 yeast, budding

**Preserved Specimens**

[] 1 Animal kingdom set, vertebrates & Invertebrates
[] 1 Plant kingdom set

2.6 **Student Entrace Requirements**

Students entering the ABE program can range from those individuals with no literacy background to those wanting to upgrade or formally graduate.

The organization agrees that in order to be accepted into the ABE I, II and III program, a student shall be at be at least eighteen years of age and out of school for at least one year.

2.7 **Student Records**

Maintaining student records is a critical aspect of the operation of a training institution. ABE organizations shall issue student transcripts for Levels I, II and III, as well as Level III graduation diplomas. Organizations will be provided access to the provincial ABE Student Records and Certification System (ABE Database).
Organizations shall:
• regularly enter demographic, student participation, academic and completion information in the ABE database for each student enrolled in the organization's ABE program;
• enter information/records in the ABE database accurately and upon any change in a student's participation status (e.g., enrolment, course completion(s), program exit, graduation);
• agree to utilize and complete AES forms;
• ensure all transcripts will be generated using the ABE Database and printed on institution-specific paper; and
• ensure that its ABE Level III Diplomas will be generated using the ABE Database and printed on Institution-specific paper.

The organization shall additionally accumulate statistics on the following:
• enrolment;
• non-completers;
• attendance;
• assessment results;
• graduates; and
• follow-ups of graduates.

2.8 Institutional Evaluation
A site visit is required prior to delivering the ABE program (further detail outlined in Section 3.0). Organizations also agree to accept follow-up and monitoring by AES for the duration of the time that they deliver the ABE program to ensure adherence to AES procedures and standards.

2.9 Assessment
Organizations are responsible for conducting assessment on any new ABE Level I, II, and III students. All assessment tools used (e.g. CAAT, Brigance) shall be approved by AES. This assessment process would not apply to currently enrolled students transitioning from another ABE program (e.g., CNA ABE students transitioning to a new training provider/organization).

2.10 Status Reporting
Organizations delivering ABE shall submit status reports as requested by AES. These reports will include statistics of enrolment, non-completers, attendance, assessment results, graduates, and follow-ups of graduates.

2.11 Schedule
The organization shall:
• where organizations will offer a full-time classroom program, commit to 25 hours of instruction (5 hours per day) and 10 paid hours of instructor preparatory time, each week;
where organizations will offer a part-time classroom program, commit to a minimum of 10 hours of instruction (2.5 hours per day) and 2 hours of instructor preparatory time, each week;
• agree to advise AES if the program takes an unscheduled break; and
• ensure that a qualified instructor for Math, Science and English is always present during the hours students are in attendance;
• submit an academic calendar which includes: scheduled breaks (Christmas, Easter, and summer). The academic calendar shall also outline the weekly Instructional schedule.

2.12 Print
The organization shall:
• ensure that it has sufficient student resources to meet the needs of each ABE student. This requires that each student have an individual textbook for each subject being studied;
• obtain the required student texts as outlined in the curriculum guides on http://www.aes.gov.nl.ca/;
• ensure that it has sufficient instructor resources to meet the needs of each ABE instructor. This requires that each instructor have a copy of all appropriate resources for each subject being taught; and
• obtain the required instructor resources as outlined in the curriculum guides on http://www.aes.gov.nl.ca/.

2.13 Non-Print
The organization shall:
• include a minimum of two internet accessible computers per each classroom of 15 students;
• ensure that each instructor has access to his/her own dedicated computer; and
• ensure that it has computer technology (e.g. computers, wi-fi access and printers) available for student use on the premises being used for ABE delivery.

2.14 Hazardous Materials
The organization shall:
• establish a procedure for the storing and disposal of hazardous chemicals that is in accordance with applicable federal, provincial and municipal legislation and regulation.

3.0 SITE EVALUATIONS
The ongoing site visits play a significant role in the maintenance of quality education. AES may conduct site visits for various reasons as discussed below.
3.1 Routine Site Visits
Generally, prior to AES conducting a routine site visit, an organization will be contacted and advised as to the date of the visit. However, AES reserves the right to conduct a site visit without prior notification. Departmental personnel will also be available to the instructor or administration to offer advice, if needed. If problems are identified as a result of the site visit, AES will notify the organization and ask that the issues be addressed and resolved.

3.2 Site Visits Resulting From Complaints
AES may conduct a visit to investigate a complaint. AES personnel may address the problem with the administration, instructors and students to receive their feedback. Analysis of student records and files may also be necessary for the investigation process.

4.0 COMPLAINT PROCEDURES

AES has specific policies and procedures governing responses to complaints. These policies and procedures are outlined below.

The complainant may contact AES to register a concern. They are advised that their first course of action in resolving the issue is to address it with the administration of the organization. The response of the organization to the complainant should be in writing to eliminate any misunderstanding in interpretation. If the issue remains unresolved to the satisfaction of the complainant, they may then communicate their concerns to AES, in writing, and attach a copy of the letter of response from the organization.

AES will notify the organization that a complainant is unsatisfied with the organization's response to their concerns and has requested AES initiate an investigation. If upon review of the documents AES determines that there is insufficient information to make a decision, a site visit or phone call will be conducted to collect additional information. Once the investigation has been completed, a formal report outlining the investigation results will be prepared along with the identification of any actions necessary to reach a resolution. All parties will be notified accordingly. If actions have been identified, AES will follow-up to ensure compliance.
SCHEDULE B
Adult Basic Education (ABE) Consent

Please carefully read the following statements, fill in the blanks, and sign the bottom.

I understand that the Department of Advanced Education and Skills, Government of Newfoundland and Labrador, funds the Adult Basic Education (ABE) Program in which I am seeking enrollment.

I agree to the Department of Advanced Education and Skills:
• collecting my personal information related to my participation in an ABE Program, including my academic record, attendance record (and supporting documentation) and status, from the ABE service provider(s) / site(s) where I am enrolled or have previously been enrolled including, if applicable, the College of the North Atlantic
• disclosing and exchanging my personal information related to my participation in an ABE Program, including my academic record, attendance record (and supporting documentation) and status, to and with the following:
  o Department of Employment and Social Development (Government of Canada)
  o ABE service provider(s) / site(s) where I am enrolled or have previously been enrolled including, if applicable, the College of the North Atlantic.

I understand that my personal information is being collected, disclosed and exchanged as agreed to above for the purposes of:
• determining my program eligibility (initial and ongoing)
• determining funding requirements and obligations between the Government of Newfoundland and Labrador and ABE Service Providers
• monitoring student progress
• ensuring the program maintains provincial standards
• research and statistical analysis.

ABE Service Provider / Site: ________________________________

Name: ___________________________________________________

Date of Birth: __________________________ Telephone:____________________

Address: ___________________________________________________

_________________________________________________________

Signature: __________________________________ Date: ____________

Witness: __________________________________ Date: ____________

Please direct any question about this form to: Manager - Literacy and Institutional Services Division, Department of Advanced Education and Skills, P.O. Box 8700, St. John’s, NL, A1B 4J6. Telephone: (709)729-6191. Email: cindychristopher@gov.nl.ca. This information is collected under the authority of s. 32 of the Access to Information and Protection of Privacy Act, S.N.L. 2002 c.A-1.1, as amended.
SCHEDULE C
Attendance Policy

- Students are expected to attend 100% of the Instructional Days in a month. Instructional Days are defined to be those days that the Service Provider is open for training purposes.
- Instructional Days do not include days when the institution is closed due to statutory holidays, civic holidays, or school breaks or any other closure which is within the institution’s responsibility and/or control.
- Service Providers are expected to keep daily student attendance and supporting documentation for absences (e.g. doctor’s note) on file which may be subject to audit by the Client.
  - When a student’s monthly average attendance falls below acceptable levels, the Client will follow-up with the Service Provider to discuss absences and determine if the student will continue to be supported in the program.
SCHEDULE D
Student Academic Progression Standards

For ABE Level I — Unless otherwise authorized by the Client, the Brigance Diagnostic Inventory of Essential Skills is the assessment tool to be used for students in this level. The Client’s expectation for progression is grade level increases of .5 to 1.0 within 60 instructional hours. The overall enrollment period for a client in Level I will normally not exceed ten months.

For Client review purposes, the Service Provider will conduct a Brigance assessment for each enrolled ABE Level I student, record the results on Schedule E, encrypt and submit it electronically to heatherlogue@gov.nl.ca at the Division of Literacy and Institutional Services as follows:

- In September 2014 or within three business days of each new student enrolment in the program;
- By November 28, 2014;
- By February 27, 2015; and
- By June 30, 2015.

The Service Provider will also indicate the number of courses completed each month on the Client’s monthly attendance report.

For ABE Level II — The Client’s expectation for progression is on average one course per two weeks. The overall enrollment period for a client in Level II will normally not exceed six months. The Service Provider will indicate the number of courses completed each month on the Client’s monthly attendance report.

For ABE Level III — The Client’s expectation for progression is one credit per two weeks. The Service Provider will indicate the number of credits completed each month on the Client’s monthly attendance report.
### SCHEDULE E
**Student Information and Status Report**
**ABE Level I**

<table>
<thead>
<tr>
<th>Site:</th>
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<tbody>
<tr>
<td>Student Number:</td>
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<tr>
<td>Community of Residence:</td>
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<td>Additional Information:</td>
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</table>

#### Assessment

<table>
<thead>
<tr>
<th>Date of Assessment:</th>
<th>Assessment Tool:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Results:**
- Math
- Spelling (Vocabulary)
- Reading Comprehension
- Word Recognition

**REMEMBER:** Use the same tool consistently, for each assessment period. For the Brigance, please provide results for Word Recognition, Reading Comprehension, Spelling and Mathematics only.

<table>
<thead>
<tr>
<th>Service Provider:</th>
<th>Location:</th>
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<tbody>
<tr>
<td></td>
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<table>
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<tr>
<th>Service Provider Representative*:</th>
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<tbody>
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</table>

<table>
<thead>
<tr>
<th>Date:</th>
<th></th>
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</table>

*Note: The signature required must be from a Service Provider representative, not the Instructor.*
# SCHEDULE F
## Cashflow Report

**SITE NAME:**
Cashflow Report—Community Based ABE and Literacy Tutoring Programs

<table>
<thead>
<tr>
<th>TERM 1</th>
<th>TERM 2</th>
<th>TERM 3</th>
<th>OVERALL</th>
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<tr>
<td><strong>ANTICIPATED REVENUE 2014-15</strong></td>
<td><strong>REVENUE RECEIVED</strong></td>
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<tr>
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<tr>
<td>Sponsoring Organization</td>
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<tr>
<td>Other</td>
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<tr>
<td><strong>TOTAL</strong></td>
<td><strong>TOTAL</strong></td>
<td><strong>TOTAL</strong></td>
<td><strong>TOTAL</strong></td>
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<tr>
<td>SPT _14 - SOV _14 # of wk's</td>
<td>SPT _14 - SOV _14 # of wk's</td>
<td>SPT _14 - SOV _14 # of wk's</td>
<td>SPT _14 - SOV _14 # of wk's</td>
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<tr>
<td>DEC _14 - FEB _15 # of wk's</td>
<td>DEC _14 - FEB _15 # of wk's</td>
<td>DEC _14 - FEB _15 # of wk's</td>
<td>DEC _14 - FEB _15 # of wk's</td>
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<tr>
<td>MAR _15 - 15 (Closing) # of wk's</td>
<td>MAR _15 - 15 (Closing) # of wk's</td>
<td>MAR _15 - 15 (Closing) # of wk's</td>
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<td>JUN _15 - _15 (Closing) # of wk's</td>
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<table>
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I certify that the information contained in this report is accurate and reported as of the previous period. All supporting documentation is available for audit.

Signature (signature required must be from an employer representative, not the employee)

Date

I certify that the information contained in this report is accurate and reported as of the previous period. All supporting documentation is available for audit.

Signature (signature required must be from an employer representative, not the employee)

Date

I certify that the information contained in this report is accurate and reported as of the previous period. All supporting documentation is available for audit.

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Date

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Signature (signature required must be from an employer representative, not the employee)

Date

26
SCHEDULE G
Student Exit Form

This form must be emailed to heatherlegge@gov.nl.ca or faxed to (709) 729-6246 no later than one (1) week after the student's last day in class.

Student #: 

Began Classes (date): 

Ended Classes (date): 

Reason for leaving: 

Comments: 

Service Provider: __________________________ Location: __________________________

Service Provider Representative*: __________________________

Date: __________________________

*Note: The signature required must be from a Service Provider representative, not the instructor.
REQUEST FOR PAYMENT
DEPARTMENTAL INTERNAL INVOICE

Department: Advanced Education and Skills 
Division: Literacy and Institutional Services

Date: Sept 24, 2015  Invoice #: MS9970537

Vendor Name: Tourism Bell Island Inc.
Vendor Address/Pay Site: P.O. Box 279, West Mines
Bell Island, NL A0A 4H0

Vendor Number: 40099336

Authority (i.e TBM, MC, Contract): Contract

Accounting Distribution: 01-1656-130-52V0-1061-0000

Amount: $62,000 (HST)  Total: $62,000

Requestor (Please Print Name): Cindy Christopher
Requestor Signature: [Signature]

Description and/or Explanation of Payments:
This is the first of three installments for the delivery of the Level I/II/III ABE program as per the attached contract.

Please complete all sections of the form for invoice processing at Corporate Financial Services (CFS) and scan with all related information and attachments to unlnvoices@gov.nl.ca.

If this is a Priority Payment please state in the subject line of the email to CFS.
AGREEMENT FOR SERVICES

ADULT BASIC EDUCATION (ABE) LEVEL I, II, AND III PROGRAMS

THIS AGREEMENT is made at St. John's in the Province of Newfoundland and Labrador on the 17th day of August, 2015.

BETWEEN: HER MAJESTY THE QUEEN IN RIGHT OF NEWFOUNDLAND AND LABRADOR, as represented by the Honourable Minister of Advanced Education and Skills (the "Client"),

AND: Tourism Bell Island Inc., (the "Service Provider"),

collectively referred to as "The Parties"

WHEREAS:

(1) The Client has offered the Service Provider a contract to deliver Levels I, II, and III of the Provincial Adult Basic Education (ABE) Program in the location of Bell Island, NL;

(2) The Service Provider has agreed to accept the contract and deliver the ABE program as required by the Client.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements herein and subject to the terms and conditions set out in this Agreement, the Parties agree as follows:

1. Definitions

1.1 "ABE Database" means the Adult Basic Education Student Records and Certification System of the Client which houses ABE student records from all ABE Service Providers in Newfoundland and Labrador and allows for immediate retrieval and transcript/diploma generation by ABE Service Providers.

1.2 "Contract Documents" means and includes:

1.2.1 This head agreement (the "Head Agreement");

1.2.2 The Scope of Work attached as "Schedule A";

1.2.3 The Consent attached as "Schedule B";

1.2.4 The Attendance Policy attached as "Schedule C";

1.2.5 The Student Academic Progression Standards attached as "Schedule D";

1.2.6 The Student Information and Status Report Form attached as "Schedule E";

1.2.7 The Cashflow Report Form attached as "Schedule F"; and
1.2.8 The Student Exit Form attached as "Schedule G".

1.3 "Eligible Expenditures" means expenditures, as approved by the Client, made by the Service Provider in respect of and for the sole use of the Program.

1.4 "Force Majeure" means any cause beyond the control of the Parties hereto which they could not reasonably have foreseen and guarded against, including but not limited to an act of God, strike, lock-out, act of public enemy, war, blockade and civil disturbance.

1.5 "Governing Body" means those persons appointed as the responsible authorities for the Service Provider.

1.6 "Intellectual Property" means all data, designs, plans, drawings, specifications, research, reports, notes, estimates, summaries, calculations, surveys, papers, completed work, and work in progress and such other information and materials or parts thereof as are compiled, drawn and produced by the Service Provider in performing this Work, including computer printouts and computer models and all copyrights thereto and all patents, trademarks and industrial designs arising therefrom.

1.7 "Program" means the provision of Adult Basic Education (ABE) Level I, II, and III Programs in accordance with the parameters and criteria as set out in "Schedule A".

1.8 "Work" means the provision of services as set out in Article 3 of this Agreement, Service Provider's Obligations.

1.9 "Records" means financial statements, books of accounts and student files pursuant to this Agreement, including but not limited to records required or referenced, directly or by incorporation, in Scope of Work in "Schedule A".

1.10 "Reports" means student progress reports and other statistical reports including but not limited to reports required or referenced, directly or by incorporation, in Scope of Work in "Schedule A" or another schedule to this Agreement.

1.11 "Representatives" means directors, officers, employees, consultants, agents, advisors or partners.

2. Service Provider's Representations and Warranties

2.1 The Service Provider represents and warrants that:

2.1.1 It is organized and is operating solely for nonprofit purposes;
2.1.2 It does not and will not provide income for the personal benefit of the Governing Body; and

2.1.3 All personnel receiving payment under this Agreement are not and will not be appointed to the Governing Body.

3. **Service Provider's Obligations**

3.1 The Service Provider will deliver the Program for a minimum of 40 Instructional weeks between September 2015 and August 2016.

3.2 The Service Provider will do all things necessary to fulfill all of the obligations of the Service Provider as set out in the Contract Documents (the "Work"). The Work will be performed by the Service Provider to the satisfaction of the Client.

3.3 The Service Provider will also perform the following activities:

3.3.1 Hire all personnel required for the Work;

3.3.2 Request each student, upon enrollment, to sign the form attached hereto as "Schedule B" and provide forthwith the executed forms to the Client;

3.3.3 The Service Provider will appoint a minimum of two individuals as signing officers for the delivery agency. All Agency cheques must contain the signatures of these two signing officers;

3.3.4 The Service Provider will provide the Client with copies of any meeting minutes of the Governing Body held by the Service Provider during the term of this Agreement;

3.3.5 The Service Provider acknowledges and agrees to make every reasonable effort to ensure each ABE student funded under this Agreement shall achieve the Student Academic Progression Standards set out in "Schedule D"; and

3.3.6 The Service Provider will complete and sign the form attached hereto as "Schedule G" upon student exit and provide forthwith the executed forms to the Client within five business days.

3.4 The Service Provider agrees, where required by law under legislation applicable to the Service Provider, to obtain further written consent from each student authorizing the share or exchange of a student's personal information with the Client for the purposes of this Agreement.
4. **Client's Obligations**

4.1 In addition to payment to the Service Provider required by this Agreement, the Client will provide decisions, instructions, acceptances and information reasonably required by the Service Provider in the performance of this Agreement.

5. **Audit and Inspection**

5.1 The Service Provider will:

5.1.1 Keep and maintain Records during the currency of the Agreement;

5.1.2 Ensure that all Records clearly demonstrate that shared costs and interest are properly apportioned or credited to the Client;

5.1.3 At any time during this Agreement, if requested by the Client, deliver a Record required under this Agreement to the Client upon three business days notice to the Service Provider;

5.1.4 If requested by the Client, deliver all Records to the Client within fourteen days following the termination of this Agreement;

5.1.5 Ensure access by the Client during regular business hours to all Records and to the premises where the Work is being performed in order that the Client may review, inspect, monitor and audit the performance of the Work; and

5.1.6 Provide the Client with the proper facilities to carry out its rights under this Article and provide the Client with copies of all requested Records.

6. **Reports**

6.1 The Service Provider will submit for approval cashflow reports and student progress reports as outlined in "Schedule A" or another schedule to this Agreement on November 27, 2015, February 26, 2016, and June 30, 2016.

6.2 The Service Provider will furnish Reports whether as required by this Agreement or as may be required by the Client from time to time. Including but not limited to reports for the purpose of ensuring compliance with this Agreement, monitoring student progress, verifying student eligibility and attendance, ensuring the Work maintains provincial standards, and research and statistical analysis. This includes, but is not limited to submitting the following:

6.2.1 Monthly attendance reports for ABE students enrolled in the location specified in "Schedule A" as specified by the Client to be submitted within three business days of the end of every month;
6.2.2 Assessments/reports required in "Schedule D", including as applicable for ABE Level I Service Providers, the Brigance assessment to be submitted on or before the dates set out in "Schedule D";

6.2.3 The Student Information and Status Report Form in "Schedule E"; and

6.2.4 At least monthly (by the end of every month) entering student information directly into the ABE Database.

6.3 The Service Provider will submit for approval:

6.3.1 Copies of any meeting minutes of the Governing Body held by the Service Provider during the term of this Agreement; and

6.3.2 Copies of all financial statements prepared for the term of this Agreement (review engagement letter for funding amounts up to $100,000; audited financial statements for funding amounts at or exceeding $100,000). The financial statements must contain a breakdown of funding provided by the Client.

6.4 All reports and documentation provided to the Client under this Agreement will be and become the property of the Client. The Service Provider may retain for its own internal purposes copies of Reports and related data, but the Service Provider will not divulge, release or publish same or any part thereof without the prior written permission of the Client.

7. Acknowledgement

7.1 Any report, announcement, advertisement, brochure, audiovisual material, design, or any other public communication or publication relating to this Agreement will acknowledge the financial contribution of the Department of Advanced Education and Skills.

8. Payment

8.1 It is agreed and understood that payments made for the satisfactory performance of the Work pursuant to this Agreement will be made in accordance with the provisions below. Specifically, the total payment under this Agreement by the Client to the Service Provider will not exceed $121,000. This funding is to be used solely for the purposes outlined in this Agreement.

8.2 Upon presentation of required documentation satisfactory to the Client, the Client will make payments to the Service Provider for the satisfactory performance of the Work as follows:
8.2.1 The first installment in the amount of $62,000 will be paid no later than September 30, 2015 upon receipt by the Client of satisfactory written confirmation that all requirements and standards related to the performance of the Work referenced in "Schedule A" have been met. The first installment will be based upon receipt and approval by the Client of the proposed Program budget as well as written confirmation that a minimum of 12 students have been assessed and enrolled in the Program.

8.2.2 The second installment in the amount of $30,000 will be paid no later than December 31, 2015 upon receipt and approval by the Client of the November 27, 2015 cashflow report as well as student progress reports as outlined in "Schedule A" or another schedule to this Agreement.

8.2.3 The third installment in the amount of $29,000 will be paid no later than March 31, 2015 upon receipt and approval by the Client of the February 26, 2016 cashflow report as well as student progress reports as outlined in "Schedule A" or another schedule to this Agreement.

8.3 The Client may withhold payment of any amount payable under this Agreement where the Service Provider has failed to comply with any term or condition of this Agreement or pending the outcome of an audit conducted under Article 5 of this Agreement.

8.4 The Service Provider will remain obligated to complete the Work notwithstanding that the actual costs of the Service Provider, whether in respect of services, costs or expenses incurred, may exceed amounts payable under this Agreement.

8.5 The Client will not be responsible to pay any amounts identified by the Service Provider which may arise from work, services or expenses incurred to remedy errors or omissions in the Work for which the Service Provider is responsible.

9. Repayment

9.1 The Service Provider will repay to the Client the amount of any payment to which it is not entitled under this Agreement. Upon the Client's demand for repayment of any amount to which the Service Provider is not entitled the Service Provider will repay the amount demanded with it being agreed between the Parties that any such amount is considered a debt owing to the Client.

9.2 The amounts to which the Service Provider is not entitled include:

9.2.1 The amount of any payments made in error;

9.2.2 The amount of any payments made for costs in excess of the amount actually incurred for these costs; and
9.2.3 The amount of any payments for costs that were not eligible for reimbursement under this Agreement.

10. Entire Agreement

10.1 This Agreement constitutes the entire Agreement between the Parties and supersedes all previous agreements or arrangements, written or oral, relating to the Work. There are no understandings, representations, or warranties of any kind except as expressly set forth herein. Documents described in "Schedule A" will form part of this Agreement by incorporation by reference in "Schedule A" or by direct incorporation into "Schedule A".

11. In-service Training

11.1 As applicable the Service Provider agrees to attend in-service training for ABE Levels I, II, and III provided by the Client in accordance with requirements specified by the Client.

12. Non-Waiver

12.1 The failure of the Client to insist upon or enforce in any instance strict performance by the Service Provider of any of the terms of this Agreement or to exercise any rights herein conferred will not be construed as a waiver or a relinquishment to any extent of the Client's right to assert or rely upon any such terms or rights on any future occasion.

13. Liability

13.1 Before making any payment in accordance with Article 8, the Client may require the Service Provider to furnish evidence that the Work for which payment is being made is free and clear from any and all lawful claims.

13.2 The Service Provider will indemnify and hold harmless the Client from and against any liability arising from the performance or non-performance of the Work, except claims for damages resulting from the negligence of a representative of the Client.

13.3 With respect to any and all actions by third parties for which the Service Provider has an obligation to indemnify the Client pursuant to Article 13.2 the Service Provider will pay all legal charges, costs and other expenses arising therefrom. Notwithstanding the foregoing, the Client may at its own discretion retain its own solicitors to defend its interests in any such suit or claim, and the legal costs of that defense shall be paid by the Service Provider.

14.1 All Intellectual Property created pursuant to this Agreement will be and become the property of the Client and will be delivered to the Client upon completion of the Work or upon earlier termination of this Agreement. The Service Provider may retain for its own internal purposes copies of Reports and related data but the Service Provider will not divulge, release or publish same or any part thereof without the prior written consent of the Client.

15. Termination

15.1 This Agreement may be terminated by the Service Provider by giving the Client two months written notice of termination.

15.2 Notwithstanding the provisions of this Agreement, the Client may at any time by way of written notice to the Service Provider, terminate this Agreement for cause.

15.3 Where this Agreement is terminated prior to the mutually agreed upon completion date, the Service Provider will thereupon be entitled to payment in accordance with this Agreement in respect of that part of the Work completed up to the date of termination, provided however, that the Service Provider will not be entitled to any other payment in respect of such termination, including, without prejudice to the generality of the foregoing, any payment for any consequential loss or damage arising from termination of this Agreement or in any other way related thereto. The Client will retain the right to set off with respect to any earned but unpaid proceeds then due, any amount owing to the Client pursuant to this Agreement.

16. Assignment

16.1 The Service Provider will not assign this Agreement in whole or in part.

17. Notice

17.1 All notices, claims, payments, reports and other communications required under this Agreement will be in writing.
17.2 The address for service for notices under this Agreement will be:

For the Client:
Attention: Jacqueline Power
Director of Literacy and Institutional Services
Post-Secondary Education Branch
Department of Advanced Education and Skills
P.O. Box 8700
St. John’s, NL A1B 4J6
JPower@gov.nl.ca

For the Service Provider:
Attention: Henry Crane
Tourism Bell Island Inc.
P.O. Box 279, West Mines
Bell Island, NL A0A 4H0
tourismbellisland@gmail.com

17.3 Notices, requests or documents will be deemed to have been received by the addressee as follows:

17.3.1 As of the date on which they are delivered where delivery is by messenger or special courier service;

17.3.2 As of the date on which they are sent where delivery is by telecopier or other means of electronic telecommunication; and

17.3.3 Six days after delivery to Canada Post Corporation where the postal service is used.

18. General

18.1 This Agreement will be governed by and interpreted according to the laws of the Province of Newfoundland and Labrador, and all actions, suits and proceedings arising out of the Agreement will be determined in a court of competent jurisdiction in the Province of Newfoundland and Labrador, subject to any right of appeal.

18.2 The Service Provider or its Representatives will, at all times, comply with all applicable laws, ordinances, statutes, rules, regulations and orders of governmental and municipal authorities, and will give due regard to all business practices and local customs prevailing in the Province of Newfoundland and Labrador. For greater certainty, the Service Provider agrees to comply with the provisions of the Canadian Charter of Rights and Freedoms, the Newfoundland and Labrador Human Rights Code, 2010, the Newfoundland and Labrador Labour Standards Act and with all
other applicable federal and provincial legislation. The Service Provider will provide (where requested by the Client) evidence of compliance with all requirements of the Province of Newfoundland and Labrador with respect to Worker's Compensation and/or Occupational Health and Safety, including, without limitation, any payments or compliance orders due or issued thereunder.

18.3 No public employee or member of the House of Assembly of the Province of Newfoundland and Labrador will be admitted to any part or share of the payments made pursuant to this Agreement or to any benefits arising therefrom except in accordance with the Conflict of Interest Act or the House of Assembly Act.

18.4 This Agreement will not be amended except by agreement and in writing between the Parties. This Agreement may be amended or otherwise modified by email provided each Party expressly states the intent and agreement to modify this Agreement.

18.5 This Agreement may be executed in any number of counterparts, each of which will be considered an original of this Agreement, and which together will constitute one and the same instrument. No Party will be bound to this Agreement unless and until all Parties have executed a counterpart. A facsimile signature or an otherwise electronically reproduced signature of either Party will be deemed to be an original.

18.6 This Agreement will inure to the benefit of and be binding upon the Parties hereto, their respective heirs, legal representatives, successors and assigns.

18.7 The obligations of both Parties under this Agreement, which, by their nature, would continue beyond the expiration or earlier termination of this Agreement, will survive the expiration or earlier termination of this Agreement indefinitely.

18.8 Neither Party will be considered in default of performance of its obligations hereunder to the extent that performance of such obligations is delayed, hindered or prevented by Force Majeure.

18.9 Time will be of the essence in this Agreement.

18.10 If any provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, such invalidity or unenforceability will attach only to such provision, and all other provisions hereof will continue in full force and effect.
19. Third Party Liability

19.1 Nothing in this Agreement constitutes the Service Provider as a servant or agent of Her Majesty the Queen in Right of Newfoundland and Labrador. The Service Provider agrees that, in performance of its obligations under this Agreement, neither the Service Provider nor its Representative will be or be deemed to be an officer, servant or agent of the Client. The Service Provider will act throughout as an Independent Service Provider.

20. Conflict / Inconsistency

20.1 In the event of any conflict or inconsistency between provisions in the Contract Documents, the Contract Documents will have precedence as follows: first the Head Agreement, second “Schedule A” Scope of Work.

21. Representations

21.1 The Service Provider hereby represents and warrants that every fact stated or represented by the Service Provider or its Representatives to the Client in respect of the Work is true and agrees that the Client will be conclusively deemed to have relied on such representation or statement in entering into this Agreement.

22. Effective Date

22.1 The effective date of this Agreement shall be the date on the first page of this Head Agreement.

23. Renewal

23.1 This Agreement may be renewed before termination on an annual basis upon written agreement by both Parties.

23.2 The Client may impose additional terms and conditions on any renewal.

24. Dispute Resolution

24.1 In case of a dispute arising between the Client and the Service Provider as to their respective rights and obligations under this Agreement, the Parties will first attempt to resolve all matters through friendly negotiation by a meeting between their Representatives upon notice per Article 17. A resolution reached in this way must be reached within ten days of both Parties having knowledge and notice of the dispute and be reduced to writing.
24.2 In the case of a dispute arising between the Client and the Service Provider as to their respective rights and obligations under this Agreement (that has not been resolved pursuant to Article 24.1), either Party may give the other notice of such dispute and request arbitration thereof. If both Parties agree, the Parties will, with respect to the particular matters then in dispute, submit the same to arbitration in accordance with the provisions of the Arbitration Act, RSNL1990 cA-14, including such provisions for the appointment of arbitrators.

IN WITNESS WHEREOF these presents are executed by the parties hereto as of the date first above written as follows:

Her Majesty the Queen in Right of Newfoundland and Labrador:

[Signature]
Minister of Advanced Education and Skills or Designate

Witness

Service Provider:

[Redacted]

Tourism Bell Island Inc.

Witness
SCHEDULE A
Scope of Work

Standards for Organizations to Deliver and Certify the Adult Basic Education (ABE) Program

1.0 INTRODUCTION

In these standards “organization” or “organizations” shall read as “Service Provider” or “Service Providers” respectively. These standards shall be met by a Service Provider in the delivery and certification of the Adult Basic Education (ABE) Program.

2.0 STANDARDS AND REQUIREMENTS

The ABE program was designed with the intent of providing adults who have not completed high school with the opportunity of acquiring a solid, high quality high school equivalency to function in society, and to access further education, training, and employment opportunities. In Newfoundland and Labrador, one of the avenues for achieving high school equivalency is through the provincial ABE program. The ABE program consists of three levels: Level I (basic literacy and numeracy skills); Level II (transitional skills similar to grades 7 – 9); and Level III (corresponds to grades 10 – 12). A minimum of 36 credits in Level III are needed in order to graduate ABE and receive high school equivalency. ABE is delivered using provincially-developed curriculum and is predominantly a self-paced, individualized, classroom-based program. The ABE program is currently delivered on a full-time basis by private training institutions and community-based organizations in rural and urban locations throughout the province. At select locations, ABE is also delivered on a part-time basis, through e-Learning (Level I only), and through evening classes.

All related ABE documents are posted on the AES website at the following link: http://www.aes.gov.nl.ca/adultlearning/index.html. Instructors and administrators of ABE programs are required to follow all ABE related documents on the above site, which include, but are not limited to: Study Guides, Curriculum Guides, Program Guides, Database User’s Manual, and Transfer Guide.

2.1 Instructor Hiring
The organization shall:
- ensure the resume and transcript of marks for each instructor and appropriate documentation for instructor assistants shall be submitted to AES for approval prior to hiring;
- agree to be the designated employer of any staff they hire to deliver the program; and
- ensure that there is a qualified instructor present for any subject area where there is at least one student taking a course in that specific subject.
2.2. Instructor Qualifications
All Instructors shall meet minimum qualifications and be approved by AES to deliver specific ABE levels and subject areas.
Instructors shall:
• hold an Education Degree and have completed at least 6 university courses in the discipline they teach; or
• possess an Adult Education Diploma from a recognized college or university with an undergraduate degree in the subject areas they teach; or
• demonstrate a combination of credentials and experience which is deemed suitable by AES.

2.3 Instructor/Student Ratio
The Instructor/Student Ratio is a comparison of the available number of instructors to the number of students.
The organization shall ensure that the Instructor/Student Ratio be no greater than 1:12 for Level I and 1:15 for Levels II and III combined. Classes may have a combination of levels of students at the same time as long as the Instructor/Student Ratio used is based on the lowest Level of ABE being taught in the class. Therefore, in a class with Level I and II/III students, the maximum number of students per instructor would be 12.

2.4 Building - Minimum Facilities
The organization shall:
• meet a minimum of 25 square feet of classroom space per student;
• ensure its classrooms have natural lighting;
• ensure the facility adheres to accessibility standards as outlined in the Building Accessibility Act and regulations;
• make provisions to accommodate students with physical challenges;
• ensure it has a Municipal Occupancy Permit from the municipal council, as well as relevant Fire and Health Inspection Certificates;
• ensure it has general liability, and other applicable insurances as needed;
• ensure it has a private room suitable for consultation with students, quiet study, etc., and
• ensure it has a lunchroom with tables, chairs, a fridge, microwave, and a sink.
Classroom and laboratory facilities will be reassessed on a yearly basis by AES to ensure that quality is maintained.

2.5 Level II/III Science Laboratory
The organization shall have access to a science laboratory as per Section 2.5.1. Where the science laboratory is not direct access, the organization shall ensure it has supporting documentation which outlines the arrangements for access to a science laboratory.
organization has a partnership with a local high school approved by AES, the organization will ensure it has a written agreement in place between the organization and the school district. The organization shall also ensure the science laboratory:
- Is furnished with 15 workstations and 15 stools;
- Contains safety and fire equipment;
- Contains a minimum of 15 lab coats and safety goggles; and
- Is accessible for persons with physical challenges.

2.5.1 Checklist of Laboratory Facilities, Equipment and Supplies
The following are listed as minimum requirements for offering and certifying Level II/III of the ABE program to an average-sized class of 15 students (quantities should be adjusted to accommodate more/less students). Organizations are encouraged to enrich these requirements. Substitutions, in keeping with alternative delivery approaches, may be accepted upon request.

Where the science laboratory is not direct access, the organization shall include supporting documentation which outlines the arrangements for access to a science laboratory. If organizations wish to have a partnership with local high schools approved by AES, they will need to have a written agreement in place between their institution and the school district. Note variations in quantity or substitutions of any sort.

**Physical Plant**

- Running hot & cold water
- Propane supply for Bunsen burners, in accordance with current edition of CAN/CGA-B-149.2 Propane Installation Code (may be replaced by alcohol burners or CSA approved electrical hotplates)
- Fume hood (or other external ventilation system)
- Electrical outlets, 1 per work station, installed in accordance with the National Building Code
- Eye wash station
- Shower (or spray attachment at sink)
- Fire extinguisher, in accordance with current edition of NFPA-10 Standard for Portable Fire Extinguishers
- First aid kit #2, in accordance with Occupational Health and Safety Regulations
- Fire blanket

**Equipment**

- 2 acceleration timers
- 2 ammeters, DC (may be replaced by combined volt-ohm-ammeters)
- 12 aprons or lab coats
- 1 barometer
- 6 batteries, 6 volt
- 72 beakers, assorted sizes (from 50 mL to 1000 mL)
12 Bunsen burners (or 12 alcohol burners or 3 hot plates)
6 clamps, symmetrical
6 clamps, thermometer
6 dissecting kits
2 dynamics carts
30 flasks, Erlenmeyer, Pyrex, assorted sizes (from 125 ml to 1000 ml)
12 funnels
1 generator (AC/DC)
6 gloves, pairs, heat resistant
6 gloves, pairs, rubber
30 graduated cylinders, assorted sizes (from 10 ml to 1000 ml)
2 Hall's carriages
12 hand lenses
4 hydrometers, double-scala
4 lenses, concave
4 lenses, convex
12 light bulbs, miniature & sockets
6 magnets, alnico bar
5 magnetic compasses
30 medicine droppers
12 metre sticks
4 microscopes (with 10x & 40x objectives)
4 mirrors, plane
4 mirrors, concave
4 mirrors, convex
1 motor, St. Louis
2 ohmmeters (may be replaced by combined volt-ohm-ammeters)
1 osmosis apparatus
1 periodic table (chart)
60 petri dishes
24 pipets, assorted sizes (from 5 mL to 25 mL)
2 pipetting devices
6 pulleys
2 power supplies (AC/DC)
1 ray box, with accessories
1 refrigerator
12 retort stands (rods & support bases)
2 rheostats
6 ring supports (if Bunsen Burners and/or Alcohol Lamps are used)
12 safety goggles
2 scales, metric (eg. platform or electronic)
4 scales, Newton
4 scissors
2 slinky springs
6 knife switches
1 solar system model or chart
2 stopwatches
12 spatulas or spoons
90 test tubes, Pyrex, assorted sizes
12 test tube holders
4 test tube racks
12 thermometers
2 titration equipment kits
6 tongs, flask
1 transformer
2 voltmeters (may be replaced by combined volt-ohm-ammeters)
12 wire gauze squares, ceramic centred (if Bunsen Burners and/or Alcohol Lamps are used)

Chemicals & Supplies
1 L alcohol
60 candles
12 carbon rods
500 g copper sulphate
100' copper wire, insulated
1 L distilled water (or deionized)
1 box filter papers
2 boxes glass slides and cover slips
12 glass rods, stirring
50' glass tubing, assorted sizes
1 L hydrochloric acid
500 mL hydrogen peroxide
500 mL iodine
500 g iron filings
1 vial litmus paper, blue
1 vial litmus paper, red
12 each metal strips (copper, zinc, lead, aluminum, iron)
25 g pepsin
1 roll pH paper, wide range
1 set mineral samples
1 set rock samples
50' rubber tubing, assorted sizes
2.5 kg sand
500 g sodium chloride (table salt)
500 g sodium bicarbonate (baking soda)
1 L sodium hydroxide
[ ] 500 mL stain (e.g. methylene blue)
[ ] 500 g sugar
[ ] 500 g sulphur
[ ] 1 L vinegar
[ ] 1 wood splints, bundle of 500
[ ] 500 g zinc, mossy

**Prepared Slides**

[ ] 2 angiosperms
[ ] 2 animal cell
[ ] 2 bacteria, 3 types
[ ] 2 blue-green algae
[ ] 2 bone tissue
[ ] 2 bread mould
[ ] 2 gymnosperms
[ ] 2 human blood
[ ] 2 kidney
[ ] 2 meiosis (plant & animal)
[ ] 2 mitosis (plant & animal)
[ ] 2 monocot/dicot comparison
[ ] 2 muscle tissue, 3 types
[ ] 2 nerve cells
[ ] 2 plant cell
[ ] 2 protists (e.g. amoeba, parameclum, euglena)
[ ] 2 spirogyra, vegetative & conjugating
[ ] 2 vascular tissue
[ ] 2 yeast, budding

**Preserved Specimens**

[ ] 1 Animal kingdom set, vertebrates & invertebrates
[ ] 1 Plant kingdom set

### 2.6 Student Entrance Requirements

Students entering the ABE program can range from those individuals with no literacy background to those wanting to upgrade or formally graduate. The organization agrees that in order to be accepted into the ABE I, II and III program, a student shall be at least eighteen years of age and out of school for at least one year.

### 2.7 Student Records

Maintaining student records is a critical aspect of the operation of a training institution. ABE organizations shall issue student transcripts for Levels I, II and III, as well as Level III graduation diplomas. Organizations will be provided access to the provincial ABE Student Records and Certification System (ABE Database).
Organizations shall:

- regularly enter demographic, student participation, academic and completion information in the ABE database for each student enrolled in the organization's ABE program;
- enter information/records in the ABE database accurately and upon any change in a student's participation status (e.g., enrolment, course completion(s), program exit, graduation);
- agree to utilize and complete AES forms;
- ensure all transcripts will be generated using the ABE Database and printed on institution-specific paper; and
- ensure that its ABE Level III Diplomas will be generated using the ABE Database and printed on institution-specific paper.

The organization shall additionally accumulate statistics on the following:

- enrolment;
- non-completers;
- attendance;
- assessment results;
- graduates; and
- follow-ups of graduates.

2.8 Institutional Evaluation

A site visit is required prior to delivering the ABE program (further detail outlined in Section 3.0). Organizations also agree to accept follow-up and monitoring by AES for the duration of the time that they deliver the ABE program to ensure adherence to AES procedures and standards.

2.9 Assessment

Organizations are responsible for conducting assessment on any new ABE Level I, II, and III students. All assessment tools used (e.g. CAAT, Brigance) shall be approved by AES. This assessment process would not apply to currently enrolled students transitioning from another ABE program (e.g., CNA ABE students transitioning to a new training provider/organization).

2.10 Status Reporting

Organizations delivering ABE shall submit status reports as requested by AES. These reports will include statistics of enrolment, non-completers, attendance, assessment results, graduates, and follow-ups of graduates.

2.11 Schedule

The organization shall:

- where organizations will offer a full-time classroom program, commit to 25 hours of instruction (5 hours per day) and 10 paid hours of instructor preparatory time, each week;
where organizations will offer a part-time classroom program, commit to a minimum of 10 hours of instruction (2.5 hours per day) and 2 hours of instructor preparatory time, each week;

• agree to advise AES if the program takes an unscheduled break; and

• ensure that a qualified instructor for Math, Science and English is always present during the hours students are in attendance;

• submit an academic calendar which includes: scheduled breaks (Christmas, Easter, and summer). The academic calendar shall also outline the weekly instructional schedule.

2.12 Print
The organization shall:

• ensure that it has sufficient student resources to meet the needs of each ABE student. This requires that each student have an individual textbook for each subject being studied;

• obtain the required student texts as outlined in the curriculum guides on http://www.aes.gov.nl.ca/;

• ensure that it has sufficient instructor resources to meet the needs of each ABE instructor. This requires that each instructor have a copy of all appropriate resources for each subject being taught; and

• obtain the required instructor resources as outlined in the curriculum guides on http://www.aes.gov.nl.ca/.

2.13 Non-Print
The organization shall:

• include a minimum of two Internet accessible computers per each classroom of 15 students;

• ensure that each instructor has access to his/her own dedicated computer; and

• ensure that it has computer technology (e.g. computers, wi-fi access and printers) available for student use on the premises being used for ABE delivery.

2.14 Hazardous Materials
The organization shall:

• establish a procedure for the storing and disposal of hazardous chemicals that is in accordance with applicable federal, provincial and municipal legislation and regulation.

3.0 SITE EVALUATIONS

The ongoing site visits play a significant role in the maintenance of quality education. AES may conduct site visits for various reasons as discussed below.
3.1 Routine Site Visits
Generally, prior to AES conducting a routine site visit, an organization will be contacted and advised as to the date of the visit. However, AES reserves the right to conduct a site visit without prior notification. Departmental personnel will also be available to the instructor or administration to offer advice, if needed. If problems are identified as a result of the site visit, AES will notify the organization and ask that the issues be addressed and resolved.

3.2 Site Visits Resulting From Complaints
AES may conduct a visit to investigate a complaint. AES personnel may address the problem with the administration, instructors and students to receive their feedback. Analysis of student records and files may also be necessary for the investigation process.

4.0 COMPLAINT PROCEDURES
AES has specific policies and procedures governing responses to complaints. These policies and procedures are outlined below.

The complainant may contact AES to register a concern. They are advised that their first course of action in resolving the issue is to address it with the administration of the organization. The response of the organization to the complainant should be in writing to eliminate any misunderstanding in interpretation. If the issue remains unresolved to the satisfaction of the complainant, they may then communicate their concerns to AES in writing and attach a copy of the letter of response from the organization.

AES will notify the organization that a complainant is unsatisfied with the organization's response to their concerns and has requested AES initiate an investigation. If upon review of the documents AES determines that there is insufficient information to make a decision, a site visit or phone call will be conducted to collect additional information. Once the investigation has been completed, a formal report outlining the investigation results will be prepared along with the identification of any actions necessary to reach a resolution. All parties will be notified accordingly. If actions have been identified, AES will follow-up to ensure compliance.
SCHEDULE B
Adult Basic Education [ABE] Consent

Please carefully read the following statements, fill in the blanks, and sign the bottom.

I understand that the Department of Advanced Education and Skills, Government of Newfoundland and Labrador, funds the Adult Basic Education (ABE) Program in which I am seeking enrollment.

I agree to the Department of Advanced Education and Skills:
• collecting my personal information related to my participation in an ABE Program, including my academic record, attendance record (and supporting documentation) and status, from the ABE service provider(s) / site(s) where I am enrolled or have previously been enrolled including, if applicable, the College of the North Atlantic
• disclosing and exchanging my personal information related to my participation in an ABE Program, including my academic record, attendance record (and supporting documentation) and status, to and with the following:
  o Department of Employment and Social Development (Government of Canada)
  o ABE service provider(s) / site(s) where I am enrolled or have previously been enrolled including, if applicable, the College of the North Atlantic.

I understand that my personal information is being collected, disclosed and exchanged as agreed to above for the purposes of:
• determining my program eligibility (initial and ongoing)
• determining funding requirements and obligations between the Government of Newfoundland and Labrador and ABE Service Providers
• monitoring student progress
• ensuring the program maintains provincial standards
• research and statistical analysis.

ABE Service Provider / Site: ____________________________________________

Name: _______________________________________________________________

Date of Birth: _______________ Telephone: _____________________________

Address: _____________________________________________________________

____________________________________________________________________

Signature: ___________________________ Date: ________________

Witness: ____________________________

Please direct any question about this form to: Manager - Literacy and Institutional Services Division, Department of Advanced Education and Skills, P.O. Box 8700, St. John's, NL A1B 4J6. Telephone: (709)729-6191. Email: cindychristopher@gov.nl.ca. This information is collected under the authority of s. 32 of the Access to Information and Protection of Privacy Act, 5NL 2002 c.A-1.1, as amended.
SCHEDULE C
Attendance Policy

- Students are expected to attend 100% of the Instructional Days in a month. Instructional Days are defined to be those days that the Service Provider is open for training purposes.
- Instructional Days do not include days when the institution is closed due to statutory holidays, civic holidays, or school breaks or any other closure which is within the institution’s responsibility and/or control.
- Service Providers are expected to keep daily student attendance and supporting documentation for absences (e.g. doctor’s note) on file which may be subject to audit by the Client.
  - When a student’s monthly average attendance falls below acceptable levels, the Client will follow-up with the Service Provider to discuss absences and determine if the student will continue to be supported in the program.
SCHEDULE D
Student Academic Progression Standards

For ABE Level I — Unless otherwise authorized by the Client, the Brigance Diagnostic Inventory of Essential Skills is the assessment tool to be used for students in this level. The Client's expectation for progression is grade level increases of .5 to 1.0 within 60 instructional hours. The overall enrollment period for a client in Level I will normally not exceed ten months.

For Client review purposes, the Service Provider will conduct a Brigance assessment for each enrolled ABE Level I student, record the results on Schedule E, encrypt and submit it electronically to heatherlegs@Gov.ni.ca at the Division of Literacy and Institutional Services as follows:

- In September 2015 or within three business days of each new student enrolment in the program;
- By November 27, 2015;
- By February 26, 2016; and
- By June 30, 2016.

The Service Provider will also indicate the number of courses completed each month on the Client's monthly attendance report.

For ABE Level II—The Client's expectation for progression is on average one course per two weeks. The overall enrollment period for a client in Level II will normally not exceed six months. The Service Provider will indicate the number of courses completed each month on the Client's monthly attendance report.

For ABE Level III—The Client's expectation for progression is on average one credit per two weeks. The Service Provider will indicate the number of credits completed each month on the Client's monthly attendance report.
SCHEDULE E
Student Information and Status Report
AGE Level 1

Site

Student Number

Community of Residence

Additional Information

Assessment

Date of Assessment: ____________ Assessment Tool: ____________

Results: Math

Spelling (Vocabulary)

Reading Comprehension

Word Recognition

REMEMBER: Use the same tool consistently, for each assessment period. For the Brigance, please provide results for Word Recognition, Reading Comprehension, Spelling and Mathematics only.

Service Provider: ________________ Location: ________________

Service Provider Representative*: ________________________________

Date: _______________________

*Note: The signature required must be from a Service Provider representative, not the instructor.
# SCHEDULE G

## Student Exit Form

This form must be emailed to heatherlegge@eov.nl or faxed to (709) 729-6246 no later than one (1) week after the student's last day in class.

<table>
<thead>
<tr>
<th>Field</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Student #:</td>
<td></td>
</tr>
<tr>
<td>Began Classes (date):</td>
<td></td>
</tr>
<tr>
<td>Ended Classes (date):</td>
<td></td>
</tr>
<tr>
<td>Reason for leaving:</td>
<td></td>
</tr>
<tr>
<td>Comments:</td>
<td></td>
</tr>
</tbody>
</table>

**Service Provider:** __________________________  **Location:** __________________________

**Service Provider Representative**: __________________________

**Date:** __________________________

*Note: The signature required must be from a Service Provider representative, not the instructor.*
REQUEST FOR PAYMENT
DEPARTMENTAL INTERNAL INVOICE

Department: Advanced Education and Skills  Division: Literacy and Institutional Services

Date: December 11, 2015  Invoice #: MS9970594

Vendor Name: Tourism Bell Island Inc.

Vendor Address/Pay Site: P.O. Box 279, West Mines
Bell Island, NL A0A 4H0

Vendor Number: 40099336

Authority (i.e. PO Number): Contract

Accounting Distribution: 01-1656-130-52V0-1061-0000

Amount: $ 30,000 (HST) $0 Total: $ 30,000

Requestor (Please Print Name): Cindy Christopher

Requestor Signature: ____________________________

Description and/or Explanation of Payment:

This is the second of three installments for the delivery of the Level I/II/III ABE program as per the attached contract.

Please complete all sections of the form for invoice processing at Corporate Financial Services (CFS) and scan with all related information and attachments to gnlinvoices@gov.nl.ca

If this is a Priority Payment please state in the subject line of the email to CFS.
AGREEMENT FOR SERVICES
ADULT BASIC EDUCATION (ABE) LEVEL I, II, AND III PROGRAMS

THIS AGREEMENT is made at St. John's in the Province of Newfoundland and Labrador on the 17th day of AUGUST, 2015.

BETWEEN: HER MAJESTY THE QUEEN IN RIGHT OF NEWFOUNDLAND AND LABRADOR, as represented by the Honourable Minister of Advanced Education and Skills (the "Client”),

AND: Tourism Bell Island Inc., (the "Service Provider"),

collectively referred to as "The Parties"

WHEREAS:

(1) The Client has offered the Service Provider a contract to deliver Levels I, II, and III of the Provincial Adult Basic Education (ABE) Program in the location of Bell Island, NL;

(2) The Service Provider has agreed to accept the contract and deliver the ABE program as required by the Client.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements herein and subject to the terms and conditions set out in this Agreement, the Parties agree as follows:

1. Definitions

1.1 "ABE Database” means the Adult Basic Education Student Records and Certification System of the Client which houses ABE student records from all ABE Service Providers in Newfoundland and Labrador and allows for immediate retrieval and transcript/diploma generation by ABE Service Providers.

1.2 "Contract Documents” means and includes:

1.2.1 This head agreement (the "Head Agreement");

1.2.2 The Scope of Work attached as "Schedule A”;

1.2.3 The Consent attached as "Schedule B”;

1.2.4 The Attendance Policy attached as "Schedule C”;

1.2.5 The Student Academic Progression Standards attached as "Schedule D”;

1.2.6 The Student Information and Status Report Form attached as "Schedule E”;

1.2.7 The Cashflow Report Form attached as "Schedule F”; and
1.2.8 The Student Exit Form attached as "Schedule G".

1.3 "Eligible Expenditures" means expenditures, as approved by the Client, made by the Service Provider in respect of and for the sole use of the Program.

1.4 "Force Majeure" means any cause beyond the control of the Parties hereto which they could not reasonably have foreseen and guarded against, including but not limited to an act of God, strike, lock-out, act of public enemy, war, blockade and civil disturbance.

1.5 "Governing Body" means those persons appointed as the responsible authorities for the Service Provider.

1.6 "Intellectual Property" means all data, designs, plans, drawings, specifications, research, reports, notes, estimates, summaries, calculations, surveys, papers, completed work, and work in progress and such other information and materials or parts thereof as are compiled, drawn and produced by the Service Provider in performing this Work, including computer printouts and computer models and all copyrights thereto and all patents, trademarks and industrial designs arising therefrom.

1.7 "Program" means the provision of Adult Basic Education (ABE) Level I, II, and III Programs in accordance with the parameters and criteria as set out in "Schedule A".

1.8 "Work" means the provision of services as set out in Article 3 of this Agreement, Service Provider's Obligations.

1.9 "Records" means financial statements, books of accounts and student files pursuant to this Agreement, including but not limited to records required or referenced, directly or by incorporation, in Scope of Work in "Schedule A".

1.10 "Reports" means student progress reports and other statistical reports including but not limited to reports required or referenced, directly or by incorporation, in Scope of Work in "Schedule A" or another schedule to this Agreement.

1.11 "Representatives" means directors, officers, employees, consultants, agents, advisors or partners.

2. Service Provider's Representations and Warranties

2.1 The Service Provider represents and warrants that:

2.1.1 It is organized and is operating solely for nonprofit purposes;
2.1.2 It does not and will not provide income for the personal benefit of the Governing Body; and

2.1.3 All personnel receiving payment under this Agreement are not and will not be appointed to the Governing Body.

3. **Service Provider's Obligations**

3.1 The Service Provider will deliver the Program for a minimum of 40 instructional weeks between September 2015 and August 2016.

3.2 The Service Provider will do all things necessary to fulfill all of the obligations of the Service Provider as set out in the Contract Documents (the “Work”). The Work will be performed by the Service Provider to the satisfaction of the Client.

3.3 The Service Provider will also perform the following activities:

3.3.1 Hire all personnel required for the Work;

3.3.2 Request each student, upon enrollment, to sign the form attached hereto as “Schedule B” and provide forthwith the executed forms to the Client;

3.3.3 The Service Provider will appoint a minimum of two individuals as signing officers for the delivery agency. All Agency cheques must contain the signatures of these two signing officers;

3.3.4 The Service Provider will provide the Client with copies of any meeting minutes of the Governing Body held by the Service Provider during the term of this Agreement;

3.3.5 The Service Provider acknowledges and agrees to make every reasonable effort to ensure each ABE student funded under this Agreement shall achieve the Student Academic Progression Standards set out in “Schedule D”; and

3.3.6 The Service Provider will complete and sign the form attached hereto as “Schedule G” upon student exit and provide forthwith the executed forms to the Client within five business days.

3.4 The Service Provider agrees, where required by law under legislation applicable to the Service Provider, to obtain further written consent from each student authorizing the share or exchange of a student's personal information with the Client for the purposes of this Agreement.
4. **Client's Obligations**

4.1 In addition to payment to the Service Provider required by this Agreement, the Client will provide decisions, instructions, acceptances and information reasonably required by the Service Provider in the performance of this Agreement.

5. **Audit and Inspection**

5.1 The Service Provider will:

5.1.1 Keep and maintain Records during the currency of the Agreement;

5.1.2 Ensure that all Records clearly demonstrate that shared costs and interest are properly apportioned or credited to the Client;

5.1.3 At any time during this Agreement, if requested by the Client, deliver a Record required under this Agreement to the Client upon three business days notice to the Service Provider;

5.1.4 If requested by the Client, deliver all Records to the Client within fourteen days following the termination of this Agreement;

5.1.5 Ensure access by the Client during regular business hours to all Records and to the premises where the Work is being performed in order that the Client may review, inspect, monitor and audit the performance of the Work; and

5.1.6 Provide the Client with the proper facilities to carry out its rights under this Article and provide the Client with copies of all requested Records.

6. **Reports**

6.1 The Service Provider will submit for approval cashflow reports and student progress reports as outlined in "Schedule A" or another schedule to this Agreement on November 27, 2015, February 26, 2016, and June 30, 2016.

6.2 The Service Provider will furnish Reports whether as required by this Agreement or as may be required by the Client from time to time. Including but not limited to reports for the purpose of ensuring compliance with this Agreement, monitoring student progress, verifying student eligibility and attendance, ensuring the Work maintains provincial standards, and research and statistical analysis. This includes, but is not limited to submitting the following:

6.2.1 Monthly attendance reports for ABE students enrolled in the location specified in "Schedule A" as specified by the Client to be submitted within three business days of the end of every month;
6.2.2 Assessments/reports required in "Schedule D", including as applicable for ABE Level I Service Providers, the Brigance assessment to be submitted on or before the dates set out in "Schedule D";

6.2.3 The Student Information and Status Report Form in "Schedule E"; and

6.2.4 At least monthly (by the end of every month) entering student information directly into the ABE Database.

6.3 The Service Provider will submit for approval:

6.3.1 Copies of any meeting minutes of the Governing Body held by the Service Provider during the term of this Agreement; and

6.3.2 Copies of all financial statements prepared for the term of this Agreement (review engagement letter for funding amounts up to $100,000; audited financial statements for funding amounts at or exceeding $100,000). The financial statements must contain a breakdown of funding provided by the Client.

6.4 All reports and documentation provided to the Client under this Agreement will be and become the property of the Client. The Service Provider may retain for its own internal purposes copies of reports and related data, but the Service Provider will not divulge, release or publish same or any part thereof without the prior written permission of the Client.

7. Acknowledgement

7.1 Any report, announcement, advertisement, brochure, audiovisual material, design, or any other public communication or publication relating to this Agreement will acknowledge the financial contribution of the Department of Advanced Education and Skills.

8. Payment

8.1 It is agreed and understood that payments made for the satisfactory performance of the Work pursuant to this Agreement will be made in accordance with the provisions below. Specifically, the total payment under this Agreement by the Client to the Service Provider will not exceed $121,000. This funding is to be used solely for the purposes outlined in this Agreement.

8.2 Upon presentation of required documentation satisfactory to the Client, the Client will make payments to the Service Provider for the satisfactory performance of the Work as follows:
8.2.1 The first installment in the amount of $62,000 will be paid no later than September 30, 2015 upon receipt by the Client of satisfactory written confirmation that all requirements and standards related to the performance of the Work referenced in "Schedule A" have been met. The first installment will be based on upon receipt and approval by the Client of the proposed Program budget as well as written confirmation that a minimum of 12 students have been assessed and enrolled in the Program.

8.2.2 The second installment in the amount of $30,000 will be paid no later than December 31, 2015 upon receipt and approval by the Client of the November 27, 2015 cashflow report as well as student progress reports as outlined in "Schedule A" or another schedule to this Agreement.

8.2.3 The third installment in the amount of $29,000 will be paid no later than March 31, 2015 upon receipt and approval by the Client of the February 26, 2016 cashflow report as well as student progress reports as outlined in "Schedule A" or another schedule to this Agreement.

8.3 The Client may withhold payment of any amount payable under this Agreement where the Service Provider has failed to comply with any term or condition of this Agreement or pending the outcome of an audit conducted under Article 5 of this Agreement.

8.4 The Service Provider will remain obligated to complete the Work notwithstanding that the actual costs of the Service Provider, whether in respect of services, costs or expenses incurred, may exceed amounts payable under this Agreement.

8.5 The Client will not be responsible to pay any amounts identified by the Service Provider which may arise from work, services or expenses incurred to remedy errors or omissions in the Work for which the Service Provider is responsible.

9. Repayment

9.1 The Service Provider will repay to the Client the amount of any payment to which it is not entitled under this Agreement. Upon the Client's demand for repayment of any amount to which the Service Provider is not entitled the Service Provider will repay the amount demanded with it being agreed between the Parties that any such amount is considered a debt owing to the Client.

9.2 The amounts to which the Service Provider is not entitled include:

9.2.1 The amount of any payments made in error;

9.2.2 The amount of any payments made for costs in excess of the amount actually incurred for these costs; and
9.2.3 The amount of any payments for costs that were not eligible for reimbursement under this Agreement.

10. Entire Agreement

10.1 This Agreement constitutes the entire Agreement between the Parties and supersedes all previous agreements or arrangements, written or oral, relating to the Work. There are no understandings, representations, or warranties of any kind except as expressly set forth herein. Documents described in "Schedule A" will form part of this Agreement by incorporation by reference in "Schedule A" or by direct incorporation into "Schedule A".

11. In-service Training

11.1 As applicable the Service Provider agrees to attend in-service training for ABE Levels I, II, and III provided by the Client in accordance with requirements specified by the Client.

12. Non-Waiver

12.1 The failure of the Client to insist upon or enforce in any instance strict performance by the Service Provider of any of the terms of this Agreement or to exercise any rights herein conferred will not be construed as a waiver or a relinquishment to any extent of the Client's right to assert or rely upon any such terms or rights on any future occasion.

13. Liability

13.1 Before making any payment in accordance with Article 8, the Client may require the Service Provider to furnish evidence that the Work for which payment is being made is free and clear from any and all lawful claims.

13.2 The Service Provider will indemnify and hold harmless the Client from and against any liability arising from the performance or non-performance of the Work, except claims for damages resulting from the negligence of a representative of the Client.

13.3 With respect to any and all actions by third parties for which the Service Provider has an obligation to indemnify the Client pursuant to Article 13.2 the Service Provider will pay all legal charges, costs and other expenses arising therefrom. Notwithstanding the foregoing, the Client may at its own discretion retain its own solicitors to defend its Interests in any such suit or claim, and the legal costs of that defense shall be paid by the Service Provider.
14. **Intellectual Property**

14.1 All Intellectual Property created pursuant to this Agreement will be and become the property of the Client and will be delivered to the Client upon completion of the Work or upon earlier termination of this Agreement. The Service Provider may retain for its own internal purposes copies of Reports and related data but the Service Provider will not divulge, release or publish same or any part thereof without the prior written consent of the Client.

15. **Termination**

15.1 This Agreement may be terminated by the Service Provider by giving the Client two months written notice of termination.

15.2 Notwithstanding the provisions of this Agreement, the Client may at any time by way of written notice to the Service Provider, terminate this Agreement for cause.

15.3 Where this Agreement is terminated prior to the mutually agreed upon completion date, the Service Provider will thereupon be entitled to payment in accordance with this Agreement in respect of that part of the Work completed up to the date of termination, provided however, that the Service Provider will not be entitled to any other payment in respect of such termination, including, without prejudice to the generality of the foregoing, any payment for any consequential loss or damage arising from termination of this Agreement or in any other way related thereto. The Client will retain the right to set off with respect to any earned but unpaid proceeds then due, any amount owing to the Client pursuant to this Agreement.

16. **Assignment**

16.1 The Service Provider will not assign this Agreement in whole or in part.

17. **Notice**

17.1 All notices, claims, payments, reports and other communications required under this Agreement will be in writing.
17.2 The address for service for notices under this Agreement will be:

For the Client:
Attention: Jacqueline Power
Director of Literacy and Institutional Services
Post-Secondary Education Branch
Department of Advanced Education and Skills
P.O. Box 8700
St. John’s, NL A1B 4J6
JPower@gov.nl.ca

For the Service Provider:
Attention: Henry Crane
Tourism Bell Island Inc.
P.O. Box 279, West Mines
Bell Island, NL A0A 4H0
tourismbellisland@gmail.com

17.3 Notices, requests or documents will be deemed to have been received by the addressee as follows:

17.3.1 As of the date on which they are delivered where delivery is by messenger or special courier service;

17.3.2 As of the date on which they are sent where delivery is by telecopier or other means of electronic telecommunication; and

17.3.3 Six days after delivery to Canada Post Corporation where the postal service is used.

18. General

18.1 This Agreement will be governed by and interpreted according to the laws of the Province of Newfoundland and Labrador, and all actions, suits and proceedings arising out of the Agreement will be determined in a court of competent jurisdiction in the Province of Newfoundland and Labrador, subject to any right of appeal.

18.2 The Service Provider or its Representatives will, at all times, comply with all applicable laws, ordinances, statutes, rules, regulations and orders of governmental and municipal authorities, and will give due regard to all business practices and local customs prevailing in the Province of Newfoundland and Labrador. For greater certainty, the Service Provider agrees to comply with the provisions of the Canadian Charter of Rights and Freedoms, the Newfoundland and Labrador Human Rights Code, 2010, the Newfoundland and Labrador Labour Standards Act and with all
other applicable federal and provincial legislation. The Service Provider will provide (where requested by the Client) evidence of compliance with all requirements of the Province of Newfoundland and Labrador with respect to Worker’s Compensation and/or Occupational Health and Safety, including, without limitation, any payments or compliance orders due or issued thereunder.

18.3 No public employee or member of the House of Assembly of the Province of Newfoundland and Labrador will be admitted to any part or share of the payments made pursuant to this Agreement or to any benefits arising therefrom except in accordance with the Conflict of Interest Act or the House of Assembly Act.

18.4 This Agreement will not be amended except by agreement and in writing between the Parties. This Agreement may be amended or otherwise modified by email provided each Party expressly states the intent and agreement to modify this Agreement.

18.5 This Agreement may be executed in any number of counterparts, each of which will be considered an original of this Agreement, and which together will constitute one and the same instrument. No Party will be bound to this Agreement unless and until all Parties have executed a counterpart. A facsimile signature or an otherwise electronically reproduced signature of either Party will be deemed to be an original.

18.6 This Agreement will inure to the benefit of and be binding upon the Parties hereto, their respective heirs, legal representatives, successors and assigns.

18.7 The obligations of both Parties under this Agreement, which, by their nature, would continue beyond the expiration or earlier termination of this Agreement, will survive the expiration or earlier termination of this Agreement indefinitely.

18.8 Neither Party will be considered in default of performance of its obligations hereunder to the extent that performance of such obligations is delayed, hindered or prevented by Force Majeure.

18.9 Time will be of the essence in this Agreement.

18.10 If any provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, such invalidity or unenforceability will attach only to such provision, and all other provisions hereof will continue in full force and effect.
19. Third Party Liability

19.1 Nothing in this Agreement constitutes the Service Provider as a servant or agent of Her Majesty the Queen in Right of Newfoundland and Labrador. The Service Provider agrees that, in performance of its obligations under this Agreement, neither the Service Provider nor its Representative will be or be deemed to be an officer, servant or agent of the Client. The Service Provider will act throughout as an independent service provider.

20. Conflict / Inconsistency

20.1 In the event of any conflict or inconsistency between provisions in the Contract Documents, the Contract Documents will have precedence as follows: first the Head Agreement, second "Schedule A" Scope of Work.

21. Representations

21.1 The Service Provider hereby represents and warrants that every fact stated or represented by the Service Provider or its Representatives to the Client in respect of the Work is true and agrees that the Client will be conclusively deemed to have relied on such representation or statement in entering into this Agreement.

22. Effective Date

22.1 The effective date of this Agreement shall be the date on the first page of this Head Agreement.

23. Renewal

23.1 This Agreement may be renewed before termination on an annual basis upon written agreement by both Parties.

23.2 The Client may impose additional terms and conditions on any renewal.

24. Dispute Resolution

24.1 In case of a dispute arising between the Client and the Service Provider as to their respective rights and obligations under this Agreement, the Parties will first attempt to resolve all matters through friendly negotiation by a meeting between their Representatives upon notice per Article 17. A resolution reached in this way must be reached within ten days of both Parties having knowledge and notice of the dispute and be reduced to writing.
24.2 In the case of a dispute arising between the Client and the Service Provider as to their respective rights and obligations under this Agreement (that has not been resolved pursuant to Article 24.1), either Party may give the other notice of such dispute and to request arbitration thereof. If both Parties agree, the Parties will, with respect to the particular matters then in dispute, submit the same to arbitration in accordance with the provisions of the Arbitration Act, RSNL1990 cA-14, including such provisions for the appointment of arbitrators.

IN WITNESS WHEREOF these presents are executed by the parties hereto as of the date first above written as follows:

Her Majesty the Queen in Right of Newfoundland and Labrador:

[Signature]
Minister of Advanced Education and Skills or Designate

Witness

Service Provider:

[Redacted]

Tourism Bell Island Inc.

Witness
SCHEDULE A
Scope of Work

Standards for Organizations to Deliver and Certify the Adult Basic Education (ABE) Program

1.0 INTRODUCTION

In these standards "organization" or "organizations" shall read as "Service Provider" or "Service Providers" respectively. These standards shall be met by a Service Provider in the delivery and certification of the Adult Basic Education (ABE) Program.

2.0 STANDARDS AND REQUIREMENTS

The ABE program was designed with the intent of providing adults who have not completed high school with the opportunity of acquiring a solid, high quality high school equivalency to function in society, and to access further education, training, and employment opportunities.

In Newfoundland and Labrador, one of the avenues for achieving high school equivalency is through the provincial ABE program. The ABE program consists of three levels: Level I (basic literacy and numeracy skills); Level II (transitional skills similar to grades 7 – 9); and Level III (corresponds to grades 10 – 12). A minimum of 36 credits in Level III are needed in order to graduate ABE and receive high school equivalency. ABE is delivered using provincially-developed curriculum and is predominantly a self-paced, individualized, classroom-based program. The ABE program is currently delivered on a full-time basis by private training institutions and community-based organizations in rural and urban locations throughout the province. At select locations, ABE is also delivered on a part-time basis, through e-Learning (Level I only), and through evening classes.

All related ABE documents are posted on the AES website at the following link: http://www.aes.gov.nl.ca/adultlearning/index.html. Instructors and administrators of ABE programs are required to follow all ABE related documents on the above site, which include, but are not limited to: Study Guides, Curriculum Guides, Program Guides, Database User’s Manual, and Transfer Guide.

2.1 Instructor Hiring

The organization shall:

- ensure the resume and transcript of marks for each instructor and appropriate documentation for instructor assistants shall be submitted to AES for approval prior to hiring;
- agree to be the designated employer of any staff they hire to deliver the program; and
- ensure that there is a qualified instructor present for any subject area where there is at least one student taking a course in that specific subject.
2.2 Instructor Qualifications

All instructors shall meet minimum qualifications and be approved by AES to deliver specific ABE levels and subject areas.

Instructors shall:

• hold an Education Degree and have completed at least 5 university courses in the discipline they teach; or
• possess an Adult Education Diploma from a recognized college or university with an undergraduate degree in the subject areas they teach; or
• demonstrate a combination of credentials and experience which is deemed suitable by AES.

2.3 Instructor/Student Ratio

The Instructor/Student Ratio is a comparison of the available number of instructors to the number of students.

The organization shall ensure that the Instructor/Student Ratio be no greater than 1:12 for Level I and 1:15 for Levels II and III combined. Classes may have a combination of levels of students at the same time as long as the Instructor/Student Ratio used is based on the lowest Level of ABE being taught in the class. Therefore, in a class with Level I and II/III students, the maximum number of students per instructor would be 12.

2.4 Building - Minimum Facilities

The organization shall:

• meet a minimum of 25 square feet of classroom space per student;
• ensure its classrooms have natural lighting;
• ensure the facility adheres to accessibility standards as outlined in the Building Accessibility Act and regulations;
• make provisions to accommodate students with physical challenges;
• ensure it has a Municipal Occupancy Permit from the municipal council, as well as relevant Fire and Health Inspection Certificates;
• ensure it has general liability, and other applicable insurances as needed;
• ensure it has a private room suitable for consultation with students, quiet study, etc., and
• ensure it has a lunchroom with tables, chairs, a fridge, microwave, and a sink.

Classroom and laboratory facilities will be reassessed on a yearly basis by AES to ensure that quality is maintained.

2.5 Level II/III Science Laboratory

The organization shall have access to a science laboratory as per Section 2.5.1. Where the science laboratory is not direct access, the organization shall ensure it has supporting documentation which outlines the arrangements for access to a science laboratory. If an
organization has a partnership with a local high school approved by AES, the organization will ensure it has a written agreement in place between the organization and the school district.

The organization shall also ensure the science laboratory:

- is furnished with 15 workstations and 15 stools;
- contains safety and fire equipment;
- contains a minimum of 15 lab coats and safety goggles; and
- is accessible for persons with physical challenges.

2.5.1 Checklist of Laboratory Facilities, Equipment and Supplies

The following are listed as minimum requirements for offering and certifying Level II/III of the ABE program to an average-sized class of 15 students (quantities should be adjusted to accommodate more/less students). Organizations are encouraged to enrich these requirements. Substitutions, in keeping with alternative delivery approaches, may be accepted upon request.

Where the science laboratory is not direct access, the organization shall include supporting documentation which outlines the arrangements for access to a science laboratory. If organizations wish to have a partnership with local high schools approved by AES, they will need to have a written agreement in place between their institution and the school district. Note variations in quantity or substitutions of any sort.

Physical Plant

- running hot & cold water
- propane supply for Bunsen burners, in accordance with current edition of CAN/CGA-B-149.2 Propane Installation Code (may be replaced by alcohol burners or CSA approved electrical hotplates)
- fume hood (or other external ventilation system)
- electrical outlets, 1 per work station, installed in accordance with the National Building Code
- eye wash station
- shower (or spray attachment at sink)
- fire extinguisher, in accordance with current edition of NFPA-10 Standard for Portable Fire Extinguishers
- first aid kit #2, in accordance with Occupational Health and Safety Regulations
- fire blanket

Equipment

- 2 acceleration timers
- 2 ammeters, DC (may be replaced by combined volt-ohm-ammeters)
- 12 aprons or lab coats
- 1 barometer
- 6 batteries, 6 volt
- 72 beakers, assorted sizes (from 50 mL to 1000 mL)
Bunsen burners (or 12 alcohol burners or 3 hot plates)
clamps, symmetrical
clamps, thermometer
dissecting kits
dynamics carts
flasks, Erlenmeyer, Pyrex, assorted sizes (from 125 mL to 1000 mL)
funnels
generator (AC/DC)
gloves, pairs, heat resistant
gloves, pairs, rubber
graduated cylinders, assorted sizes (from 10 mL to 1000 mL)
Hall's carriages
hand lenses
hydrometers, double-scale
lenses, concave
lenses, convex
light bulbs, miniature & sockets
magnets, alnico bar
magnetic compasses
medicine droppers
metre sticks
microscopes (with 10x & 40x objectives)
mirrors, plane
mirrors, concave
mirrors, convex
motor, St. Louis
ohmmeters (may be replaced by combined volt-ohm-ammeters)
periodic table (chart)
petri dishes
pipets, assorted sizes (from 5 mL to 25 mL)
pipetting devices
pulleys
power supplies (AC/DC)
ray box, with accessories
refrigerator
retort stands (rods & support bases)
rheostats
ring supports (if Bunsen Burners and/or Alcohol Lamps are used)
safety goggles
scales, metric (e.g. platform or electronic)
scales, Newton
scissors
[ ] 2  slinky springs
[ ] 6  knife switches
[ ] 1  solar system model or chart
[ ] 2  stopwatches
[ ] 12  spatulas or spoons
[ ] 90  test tubes, Pyrex, assorted sizes
[ ] 12  test tube holders
[ ] 4  test tube racks
[ ] 12  thermometers
[ ] 2  titration equipment kits
[ ] 5  tongs, fork
[ ] 1  transformer
[ ] 2  voltmeters (may be replaced by combined volt-ohm-ammeters)
[ ] 12  wire gauze squares, ceramic centered (if Bunsen Burners and/or Alcohol Lamps are used)

Chemicals & Supplies
[ ] 1 L  alcohol
[ ] 60  candles
[ ] 12  carbon rods
[ ] 500 g  copper sulphate
[ ] 100'  copper wire, insulated
[ ] 1 L  distilled water (or deionized)
[ ] 1 box  filter papers
[ ] 2 boxes  glass slides and cover slips
[ ] 12  glass rods, stirring
[ ] 50'  glass tubing, assorted sizes
[ ] 1 L  hydrochloric acid
[ ] 500 mL  hydrogen peroxide
[ ] 500 mL  iodine
[ ] 500 g  iron filings
[ ] 1 vial  litmus paper, blue
[ ] 1 vial  litmus paper, red
[ ] 12 each  metal strips (copper, zinc, lead, aluminum, iron)
[ ] 25 g  pepsin
[ ] 1 roll  pH paper, wide range
[ ] 1 set  mineral samples
[ ] 1 set  rock samples
[ ] 50'  rubber tubing, assorted sizes
[ ] 2.5 kg  sand
[ ] 500 g  sodium chloride (table salt)
[ ] 500 g  sodium bicarbonate (baking soda)
[ ] 1 L  sodium hydroxide
500 mL stain (eg. methylene blue)
500 g sugar
500 g sulphur
1 L vinegar
1 wood splints, bundle of 500
500 g zinc, mossy

Prepared Slides
2 angiosperms
2 animal cell
2 bacteria, 3 types
2 blue-green algae
2 bone tissue
2 bread mould
2 gymnosperms
2 human blood
2 kidney
2 meiosis (plant & animal)
2 mitosis (plant & animal)
2 monocot/dicot comparison
2 muscle tissue, 3 types
2 nerve cells
2 plant cell
2 protists (eg. amoeba, paramecium, euglena)
2 spirogyra, vegetative & conjugating
2 vascular tissue
2 yeast, budding

Preserved Specimens
1 Animal kingdom set, vertebrates & invertebrates
1 Plant kingdom set

2.6 Student Entrance Requirements
Students entering the ABE program can range from those individuals with no literacy background to those wanting to upgrade or formally graduate.
The organization agrees that in order to be accepted into the ABE I, II and III program, a student shall be at least eighteen years of age and out of school for at least one year.

2.7 Student Records
Maintaining student records is a critical aspect of the operation of a training institution. ABE organizations shall issue student transcripts for Levels I, II and III, as well as Level III graduation diplomas. Organizations will be provided access to the provincial ABE Student Records and Certification System (ABE Database).
Organizations shall:
- regularly enter demographic, student participation, academic and completion information in the ABE database for each student enrolled in the organization’s ABE program;
- enter information/records in the ABE database accurately and upon any change in a student’s participation status (e.g., enrolment, course completion(s), program exit, graduation);
- agree to utilize and complete AES forms;
- ensure all transcripts will be generated using the ABE Database and printed on Institution-specific paper; and
- ensure that its ABE Level III Diplomas will be generated using the ABE Database and printed on Institution-specific paper.

The organization shall additionally accumulate statistics on the following:
- enrolment;
- non-completers;
- attendance;
- assessment results;
- graduates; and
- follow-ups of graduates.

2.6 Institutional Evaluation
A site visit is required prior to delivering the ABE program (further detail outlined in Section 3.0). Organizations also agree to accept follow-up and monitoring by AES for the duration of the time that they deliver the ABE program to ensure adherence to AES procedures and standards.

2.9 Assessment
Organizations are responsible for conducting assessment on any new ABE Level I, II, and III students. All assessment tools used (e.g. CAAT, Brigance) shall be approved by AES. This assessment process would not apply to currently enrolled students transitioning from another ABE program (e.g., CNA ABE students transitioning to a new training provider/organization).

2.10 Status Reporting
Organizations delivering ABE shall submit status reports as requested by AES. These reports will include statistics of enrolment, non-completers, attendance, assessment results, graduates, and follow-ups of graduates.

2.11 Schedule
The organization shall:
- where organizations will offer a full-time classroom program, commit to 25 hours of instruction (5 hours per day) and 10 paid hours of instructor preparatory time, each week;
where organizations will offer a part-time classroom program, commit to a minimum of 10 hours of instruction (2.5 hours per day) and 2 hours of instructor preparatory time, each week;

• agree to advise AES if the program takes an unscheduled break; and

• ensure that a qualified instructor for Math, Science and English is always present during the hours students are in attendance;

• submit an academic calendar which includes: scheduled breaks (Christmas, Easter, and summer). The academic calendar shall also outline the weekly instructional schedule.

2.12 Print
The organization shall:

• ensure that it has sufficient student resources to meet the needs of each ABE student. This requires that each student have an individual textbook for each subject being studied;

• obtain the required student texts as outlined in the curriculum guides on http://www.aes.gov.nl.ca/;

• ensure that it has sufficient instructor resources to meet the needs of each ABE instructor. This requires that each instructor have a copy of all appropriate resources for each subject being taught; and

• obtain the required instructor resources as outlined in the curriculum guides on http://www.aes.gov.nl.ca/.

2.13 Non-Print
The organization shall:

• include a minimum of two Internet accessible computers per each classroom of 15 students;

• ensure that each instructor has access to his/her own dedicated computer; and

• ensure that it has computer technology (e.g. computers, wi-fi access and printers) available for student use on the premises being used for ABE delivery.

2.14 Hazardous Materials
The organization shall:

• establish a procedure for the storing and disposal of hazardous chemicals that is in accordance with applicable federal, provincial and municipal legislation and regulation.

3.0 SITE EVALUATIONS

The ongoing site visits play a significant role in the maintenance of quality education. AES may conduct site visits for various reasons as discussed below.
3.1 Routine Site Visits
Generally, prior to AES conducting a routine site visit, an organization will be contacted and advised as to the date of the visit. However, AES reserves the right to conduct a site visit without prior notification. Departmental personnel will also be available to the instructor or administration to offer advice, if needed. If problems are identified as a result of the site visit, AES will notify the organization and ask that the issues be addressed and resolved.

3.2 Site Visits Resulting From Complaints
AES may conduct a visit to investigate a complaint. AES personnel may address the problem with the administration, instructors and students to receive their feedback. Analysis of student records and files may also be necessary for the investigation process.

4.0 COMPLAINT PROCEDURES

AES has specific policies and procedures governing responses to complaints. These policies and procedures are outlined below.

The complainant may contact AES to register a concern. They are advised that their first course of action in resolving the issue is to address it with the administration of the organization. The response of the organization to the complainant should be in writing to eliminate any misunderstanding in interpretation. If the issue remains unresolved to the satisfaction of the complainant, they may then communicate their concerns to AES, in writing, and attach a copy of the letter of response from the organization.

AES will notify the organization that a complainant is unsatisfied with the organization's response to their concerns and has requested AES initiate an investigation. If upon review of the documents AES determines that there is insufficient information to make a decision, a site visit or phone call will be conducted to collect additional information. Once the investigation has been completed, a formal report outlining the investigation results will be prepared along with the identification of any actions necessary to reach a resolution. All parties will be notified accordingly. If actions have been identified, AES will follow-up to ensure compliance.
SCHEDULE B
Adult Basic Education (ABE) Consent

Please carefully read the following statements, fill in the blanks, and sign the bottom.

I understand that the Department of Advanced Education and Skills, Government of Newfoundland and Labrador, funds the Adult Basic Education (ABE) Program in which I am seeking enrollment.

I agree to the Department of Advanced Education and Skills:
- collecting my personal information related to my participation in an ABE Program, including my academic record, attendance record (and supporting documentation) and status, from the ABE service provider(s) / site(s) where I am enrolled or have previously been enrolled including, if applicable, the College of the North Atlantic
- disclosing and exchanging my personal information related to my participation in an ABE Program, including my academic record, attendance record (and supporting documentation) and status, to and with the following:
  - Department of Employment and Social Development (Government of Canada)
  - ABE service provider(s) / site(s) where I am enrolled or have previously been enrolled including, if applicable, the College of the North Atlantic.

I understand that my personal information is being collected, disclosed and exchanged as agreed to above for the purposes of:
- determining my program eligibility (initial and ongoing)
- determining funding requirements and obligations between the Government of Newfoundland and Labrador and ABE Service Providers
- monitoring student progress
- ensuring the program maintains provincial standards
- research and statistical analysis.

ABE Service Provider / Site: ___________________________

Name: __________________________________________

Date of Birth: _____________________ Telephone: ______________________

Address: __________________________________________

_____________________________________________________________________

Signature: __________________________ Date: ______________________

Witness: __________________________

Please direct any question about this form to: Manager - Literacy and Institutional Services Division, Department of Advanced Education and Skills, P.O. Box 8700, St. John's, NL, A1B 4J6. Telephone: (709)729-6191. Email: cindychristopher@gov.nl.ca. This information is collected under the authority of s. 32 of the Access to Information and Protection of Privacy Act, S.N.L. 2002 c.A-1.1, as amended.
SCHEDULE C
Attendance Policy

- Students are expected to attend 100% of the Instructional Days in a month. Instructional Days are defined to be those days that the Service Provider is open for training purposes.
- Instructional Days do not include days when the institution is closed due to statutory holidays, civic holidays, or school breaks or any other closure which is within the institution's responsibility and/or control.
- Service Providers are expected to keep daily student attendance and supporting documentation for absences (e.g. doctor's note) on file which may be subject to audit by the Client.
  - When a student's monthly average attendance falls below acceptable levels, the Client will follow-up with the Service Provider to discuss absences and determine if the student will continue to be supported in the program.
SCHEDULE D
Student Academic Progression Standards

For ABE Level I—Unless otherwise authorized by the Client, the *Brigance Diagnostic Inventory of Essential Skills* is the assessment tool to be used for students in this level. The Client’s expectation for progression is grade level increases of .5 to 1.0 within 60 instructional hours. The overall enrollment period for a client in Level I will normally not exceed ten months.

For Client review purposes, the Service Provider will conduct a *Brigance* assessment for each enrolled ABE Level I student, record the results on Schedule E, encrypt and submit it electronically to heatherlexxe@gov.nl.ca at the Division of Literacy and Institutional Services as follows:

- In September 2015 or within three business days of each new student enrolment in the program;
- By November 27, 2015;
- By February 26, 2016; and
- By June 30, 2016.

The Service Provider will also indicate the number of courses completed each month on the Client’s monthly attendance report.

For ABE Level II—The Client’s expectation for progression is on average one course per two weeks. The overall enrollment period for a client in Level II will normally not exceed six months. The Service Provider will indicate the number of courses completed each month on the Client’s monthly attendance report.

For ABE Level III—The Client’s expectation for progression is on average one credit per two weeks. The Service Provider will indicate the number of credits completed each month on the Client’s monthly attendance report.
SCHEDULE E
Student Information and Status Report
ABE Level 1

Site

Student Number

Community of Residence

Additional Information

Assessment

Date of Assessment: __________________ Assessment Tool: __________________

Results: Math

Spelling (Vocabulary)

Reading Comprehension

Word Recognition

REMEMBER: Use the same tool consistently, for each assessment period. For the Brigance, please provide results for Word Recognition, Reading Comprehension, Spelling and Mathematics only.

Service Provider: __________________ Location: __________________

Service Provider Representative*: __________________

Date: __________________

*Note: The signature required must be from a Service Provider representative, not the instructor.
SCHEDULE G
Student Exit Form

This form must be emailed to heatherlegge@gov.nl.ca or faxed to (709) 729-6246 no later than one (1) week after the student’s last day in class.

Student #:  

Began Classes (date):  

Ended Classes (date):  

Reason for leaving:  

Comments:  

Service Provider: ______________ Location: ____________________  

Service Provider Representative*: ________________________________  

Date: __________________________  

*Note: The signature required must be from a Service Provider representative, not the instructor.
## REQUEST FOR PAYMENT

**DEPARTMENTAL INTERNAL INVOICE**

**Department:** Advanced Education and Skills  **Division:** Literacy and Institutional Services

**Date:** March 9, 2016  **Invoice #:** MS9970663

**Vendor Name:** Tourism Bell Island Inc.

**Vendor Address/Pay Site:** P.O. Box 279, West Mines
Bell Island, NL  A0A 4H0

**Vendor Number:** 40099336

**Authority (i.e. PO Number):** Contract

**Accounting Distribution:** 01-1656-130-52V0-1061-0000

**Amount:** $29,000 (HST) $0 **Total:** $29,000

**Requestor (Please Print Name):** Cindy Christopher

**Requestor Signature:** [Signature]

**Description and/or Explanation of Payment:**

This is the third of three installments for the delivery of the Level III ABE program as per the attached contract.

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Please complete all sections of the form for invoice processing at Corporate Financial Services (CFS) and scan with all related information and attachments to gnlinvoices@gov.nl.ca

If this is a Priority Payment please state in the subject line of the email to CFS.
AGREEMENT FOR SERVICES

ADULT BASIC EDUCATION (ABE) LEVEL I, II, AND III PROGRAMS

This Agreement is made at St. John’s in the Province of Newfoundland and Labrador on the 17th day of AUGUST, 2015.

BETWEEN: HER MAJESTY THE QUEEN IN RIGHT OF NEWFOUNDLAND AND LABRADOR, as represented by the Honourable Minister of Advanced Education and Skills (the “Client”),

AND: Tourism Bell Island Inc., (the “Service Provider”),

collectively referred to as “The Parties”

WHEREAS:

(1) The Client has offered the Service Provider a contract to deliver Levels I, II, and III of the Provincial Adult Basic Education (ABE) Program in the location of Bell Island, NL;

(2) The Service Provider has agreed to accept the contract and deliver the ABE program as required by the Client.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements herein and subject to the terms and conditions set out in this Agreement, the Parties agree as follows:

1. Definitions

1.1 “ABE Database” means the Adult Basic Education Student Records and Certification System of the Client which houses ABE student records from all ABE Service Providers in Newfoundland and Labrador and allows for immediate retrieval and transcript/diploma generation by ABE Service Providers.

1.2 “Contract Documents” means and includes:

1.2.1 This head agreement (the “Head Agreement”);
1.2.2 The Scope of Work attached as “Schedule A”;
1.2.3 The Consent attached as “Schedule B”;
1.2.4 The Attendance Policy attached as “Schedule C”;
1.2.5 The Student Academic Progression Standards attached as “Schedule D”;
1.2.6 The Student Information and Status Report Form attached as “Schedule E”;
1.2.7 The Cashflow Report Form attached as “Schedule F”; and
1.2.8 The Student Exit Form attached as "Schedule G".

1.3 "Eligible Expenditures" means expenditures, as approved by the Client, made by the Service Provider in respect of and for the sole use of the Program.

1.4 "Force Majeure" means any cause beyond the control of the Parties hereto which they could not reasonably have foreseen and guarded against, including but not limited to an act of God, strike, lock-out, act of public enemy, war, blockade and civil disturbance.

1.5 "Governing Body" means those persons appointed as the responsible authorities for the Service Provider.

1.6 "Intelectual Property" means all data, designs, plans, drawings, specifications, research, reports, notes, estimates, summaries, calculations, surveys, papers, completed work, and work in progress and such other information and materials or parts thereof as are compiled, drawn and produced by the Service Provider in performing this Work, including computer printouts and computer models and all copyrights thereto and all patents, trademarks and工业 designs arising therefrom.

1.7 "Program" means the provision of Adult Basic Education (ABE) Level I, II, and III Programs in accordance with the parameters and criteria as set out in "Schedule A".

1.8 "Work" means the provision of services as set out in Article 3 of this Agreement, Service Provider's Obligations.

1.9 "Records" means financial statements, books of accounts and student files pursuant to this Agreement, including but not limited to records required or referenced, directly or by incorporation, in Scope of Work in "Schedule A".

1.10 "Reports" means student progress reports and other statistical reports including but not limited to reports required or referenced, directly or by incorporation, in Scope of Work in "Schedule A" or another schedule to this Agreement.

1.11 "Representatives" means directors, officers, employees, consultants, agents, advisors or partners.

2. Service Provider's Representations and Warranties

2.1 The Service Provider represents and warrants that:

2.1.1 It is organized and is operating solely for nonprofit purposes;
2.1.2 It does not and will not provide income for the personal benefit of the Governing Body; and

2.1.3 All personnel receiving payment under this Agreement are not and will not be appointed to the Governing Body.

3. **Service Provider’s Obligations**

3.1 The Service Provider will deliver the Program for a minimum of 40 instructional weeks between September 2015 and August 2016.

3.2 The Service Provider will do all things necessary to fulfill all of the obligations of the Service Provider as set out in the Contract Documents (the “Work”). The Work will be performed by the Service Provider to the satisfaction of the Client.

3.3 The Service Provider will also perform the following activities:

3.3.1 Hire all personnel required for the Work;

3.3.2 Request each student, upon enrollment, to sign the form attached hereto as “Schedule B” and provide forthwith the executed forms to the Client;

3.3.3 The Service Provider will appoint a minimum of two individuals as signing officers for the delivery agency. All Agency cheques must contain the signatures of these two signing officers;

3.3.4 The Service Provider will provide the Client with copies of any meeting minutes of the Governing Body held by the Service Provider during the term of this Agreement;

3.3.5 The Service Provider acknowledges and agrees to make every reasonable effort to ensure each ABE student funded under this Agreement shall achieve the Student Academic Progression Standards set out in “Schedule D”; and

3.3.6 The Service Provider will complete and sign the form attached hereto as “Schedule G” upon student exit and provide forthwith the executed forms to the Client within five business days.

3.4 The Service Provider agrees, where required by law under legislation applicable to the Service Provider, to obtain further written consent from each student authorizing the share or exchange of a student’s personal information with the Client for the purposes of this Agreement.
4. **Client’s Obligations**

4.1 In addition to payment to the Service Provider required by this Agreement, the Client will provide decisions, instructions, acceptances and information reasonably required by the Service Provider in the performance of this Agreement.

5. **Audit and Inspection**

5.1 The Service Provider will:

5.1.1 Keep and maintain Records during the currency of the Agreement;

5.1.2 Ensure that all Records clearly demonstrate that shared costs and interest are properly apportioned or credited to the Client;

5.1.3 At any time during this Agreement, if requested by the Client, deliver a Record required under this Agreement to the Client upon three business days notice to the Service Provider;

5.1.4 If requested by the Client, deliver all Records to the Client within fourteen days following the termination of this Agreement;

5.1.5 Ensure access by the Client during regular business hours to all Records and to the premises where the Work is being performed in order that the Client may review, inspect, monitor and audit the performance of the Work; and

5.1.6 Provide the Client with the proper facilities to carry out its rights under this Article and provide the Client with copies of all requested Records.

6. **Reports**

6.1 The Service Provider will submit for approval cashflow reports and student progress reports as outlined in "Schedule A" or another schedule to this Agreement on November 27, 2015, February 26, 2016, and June 30, 2016.

6.2 The Service Provider will furnish Reports whether as required by this Agreement or as may be required by the Client from time to time. Including but not limited to reports for the purpose of ensuring compliance with this Agreement, monitoring student progress, verifying student eligibility and attendance, ensuring the Work maintains provincial standards, and research and statistical analysis. This includes, but is not limited to submitting the following:

6.2.1 Monthly attendance reports for ABE students enrolled in the location specified in "Schedule A" as specified by the Client to be submitted within three business days of the end of every month;
6.2.2 Assessments/reports required in “Schedule D”, including as applicable for ABE Level 1 Service Providers, the Brigance assessment to be submitted on or before the dates set out in “Schedule D”;
6.2.3 The Student Information and Status Report Form in “Schedule E”; and
6.2.4 At least monthly (by the end of every month) entering student information directly into the ABE Database.

6.3 The Service Provider will submit for approval:
6.3.1 Copies of any meeting minutes of the Governing Body held by the Service Provider during the term of this Agreement; and
6.3.2 Copies of all financial statements prepared for the term of this Agreement (review engagement letter for funding amounts up to $100,000; audited financial statements for funding amounts at or exceeding $100,000). The financial statements must contain a breakdown of funding provided by the Client.

6.4 All reports and documentation provided to the Client under this Agreement will become the property of the Client. The Service Provider may retain for its own internal purposes copies of Reports and related data, but the Service Provider will not divulge, release or publish same or any part thereof without the prior written permission of the Client.

7. Acknowledgement

7.1 Any report, announcement, advertisement, brochure, audiovisual material, design, or any other public communication or publication relating to this Agreement will acknowledge the financial contribution of the Department of Advanced Education and Skills.

8. Payment

8.1 It is agreed and understood that payments made for the satisfactory performance of the Work pursuant to this Agreement will be made in accordance with the provisions below. Specifically, the total payment under this Agreement by the Client to the Service Provider will not exceed $121,000. This funding is to be used solely for the purposes outlined in this Agreement.

8.2 Upon presentation of required documentation satisfactory to the Client, the Client will make payments to the Service Provider for the satisfactory performance of the Work as follows:
8.2.1 The first installment in the amount of $62,000 will be paid no later than September 30, 2015 upon receipt by the Client of satisfactory written confirmation that all requirements and standards related to the performance of the Work referenced in "Schedule A" have been met. The first installment will be based upon receipt and approval by the Client of the proposed Program budget as well as written confirmation that a minimum of 12 students have been assessed and enrolled in the Program.

8.2.2 The second installment in the amount of $30,000 will be paid no later than December 31, 2015 upon receipt and approval by the Client of the November 27, 2015 cashflow report as well as student progress reports as outlined in "Schedule A" or another schedule to this Agreement.

8.2.3 The third installment in the amount of $29,000 will be paid no later than March 31, 2015 upon receipt and approval by the Client of the February 26, 2016 cashflow report as well as student progress reports as outlined in "Schedule A" or another schedule to this Agreement.

8.3 The Client may withhold payment of any amount payable under this Agreement where the Service Provider has failed to comply with any term or condition of this Agreement or pending the outcome of an audit conducted under Article 5 of this Agreement.

8.4 The Service Provider will remain obligated to complete the Work notwithstanding that the actual costs of the Service Provider, whether in respect of services, costs or expenses incurred, may exceed amounts payable under this Agreement.

8.5 The Client will not be responsible to pay any amounts identified by the Service Provider which may arise from work, services or expenses incurred to remedy errors or omissions in the Work for which the Service Provider is responsible.

9. Repayment

9.1 The Service Provider will repay to the Client the amount of any payment to which it is not entitled under this Agreement. Upon the Client’s demand for repayment of any amount to which the Service Provider is not entitled the Service Provider will repay the amount demanded with it being agreed between the Parties that any such amount is considered a debt owing to the Client.

9.2 The amounts to which the Service Provider is not entitled include:

9.2.1 The amount of any payments made in error;

9.2.2 The amount of any payments made for costs in excess of the amount actually incurred for these costs; and
9.2.3 The amount of any payments for costs that were not eligible for reimbursement under this Agreement.

10. Entire Agreement

10.1 This Agreement constitutes the entire Agreement between the Parties and supersedes all previous agreements or arrangements, written or oral, relating to the Work. There are no understandings, representations, or warranties of any kind except as expressly set forth herein. Documents described in “Schedule A” will form part of this Agreement by incorporation by reference in “Schedule A” or by direct incorporation into “Schedule A”.

11. In-service Training

11.1 As applicable the Service Provider agrees to attend in-service training for ABE Levels I, II, and III provided by the Client in accordance with requirements specified by the Client.

12. Non-Waiver

12.1 The failure of the Client to insist upon or enforce in any instance strict performance by the Service Provider of any of the terms of this Agreement or to exercise any rights herein conferred will not be construed as a waiver or a relinquishment to any extent of the Client’s right to assert or rely upon any such terms or rights on any future occasion.

13. Liability

13.1 Before making any payment in accordance with Article 8, the Client may require the Service Provider to furnish evidence that the Work for which payment is being made is free and clear from any and all lawful claims.

13.2 The Service Provider will indemnify and hold harmless the Client from and against any liability arising from the performance or non-performance of the Work, except claims for damages resulting from the negligence of a representative of the Client.

13.3 With respect to any and all actions by third parties for which the Service Provider has an obligation to indemnify the Client pursuant to Article 13.2 the Service Provider will pay all legal charges, costs and other expenses arising therefrom. Notwithstanding the foregoing, the Client may at its own discretion retain its own solicitors to defend its interests in any such suit or claim, and the legal costs of that defense shall be paid by the Service Provider.

14.1 All Intellectual Property created pursuant to this Agreement will be and become the property of the Client and will be delivered to the Client upon completion of the Work or upon earlier termination of this Agreement. The Service Provider may retain for its own internal purposes copies of Reports and related data but the Service Provider will not divulge, release or publish same or any part thereof without the prior written consent of the Client.

15. Termination

15.1 This Agreement may be terminated by the Service Provider by giving the Client two months written notice of termination.

15.2 Notwithstanding the provisions of this Agreement, the Client may at any time by way of written notice to the Service Provider, terminate this Agreement for cause.

15.3 Where this Agreement is terminated prior to the mutually agreed upon completion date, the Service Provider will thereupon be entitled to payment in accordance with this Agreement in respect of that part of the Work completed up to the date of termination, provided however, that the Service Provider will not be entitled to any other payment in respect of such termination, including, without prejudice to the generality of the foregoing, any payment for any consequential loss or damage arising from termination of this Agreement or in any other way related thereto. The Client will retain the right to set off with respect to any earned but unpaid proceeds then due, any amount owing to the Client pursuant to this Agreement.

16. Assignment

16.1 The Service Provider will not assign this Agreement in whole or in part.

17. Notice

17.1 All notices, claims, payments, reports and other communications required under this Agreement will be in writing.
17.2 The address for service for notices under this Agreement will be:

For the Client:
Attention: Jacqueline Power
Director of Literacy and Institutional Services
Post-Secondary Education Branch
Department of Advanced Education and Skills
P.O. Box 8700
St. John's, NL A1B 4J6
JPower@gov.nl.ca

For the Service Provider:
Attention: Henry Crane
Tourism Bell Island Inc.
P.O. Box 279, West Mines
Bell Island, NL A0A 4H0
tourismbellisland@gmail.com

17.3 Notices, requests or documents will be deemed to have been received by the addressee as follows:

17.3.1 As of the date on which they are delivered where delivery is by messenger or special courier service;

17.3.2 As of the date on which they are sent where delivery is by telecopier or other means of electronic telecommunication; and

17.3.3 Six days after delivery to Canada Post Corporation where the postal service is used.

18. General

18.1 This Agreement will be governed by and interpreted according to the laws of the Province of Newfoundland and Labrador, and all actions, suits and proceedings arising out of the Agreement will be determined in a court of competent jurisdiction in the Province of Newfoundland and Labrador, subject to any right of appeal.

18.2 The Service Provider or its Representatives will, at all times, comply with all applicable laws, ordinances, statutes, rules, regulations and orders of governmental and municipal authorities, and will give due regard to all business practices and local customs prevailing in the Province of Newfoundland and Labrador. For greater certainty, the Service Provider agrees to comply with the provisions of the Canadian Charter of Rights and Freedoms, the Newfoundland and Labrador Human Rights Code, 2010, the Newfoundland and Labrador Labour Standards Act and with all
other applicable federal and provincial legislation. The Service Provider will provide (where requested by the Client) evidence of compliance with all requirements of the Province of Newfoundland and Labrador with respect to Worker’s Compensation and/or Occupational Health and Safety, including, without limitation, any payments or compliance orders due or issued thereunder.

18.3 No public employee or member of the House of Assembly of the Province of Newfoundland and Labrador will be admitted to any part or share of the payments made pursuant to this Agreement or to any benefits arising therefrom except in accordance with the Conflict of Interest Act or the House of Assembly Act.

18.4 This Agreement will not be amended except by agreement and in writing between the Parties. This Agreement may be amended or otherwise modified by email provided each Party expressly states the intent and agreement to modify this Agreement.

18.5 This Agreement may be executed in any number of counterparts, each of which will be considered an original of this Agreement, and which together will constitute one and the same instrument. No Party will be bound to this Agreement unless and until all Parties have executed a counterpart. A facsimile signature or an otherwise electronically reproduced signature of either Party will be deemed to be an original.

18.6 This Agreement will inure to the benefit of and be binding upon the Parties hereto, their respective heirs, legal representatives, successors and assigns.

18.7 The obligations of both Parties under this Agreement, which, by their nature, would continue beyond the expiration or earlier termination of this Agreement, will survive the expiration or earlier termination of this Agreement indefinitely.

18.8 Neither Party will be considered in default of performance of its obligations hereunder to the extent that performance of such obligations is delayed, hindered or prevented by Force Majeure.

18.9 Time will be of the essence in this Agreement.

18.10 If any provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, such invalidity or unenforceability will attach only to such provision, and all other provisions hereof will continue in full force and effect.
19. Third Party Liability

19.1 Nothing in this Agreement constitutes the Service Provider as a servant or agent of Her Majesty the Queen in Right of Newfoundland and Labrador. The Service Provider agrees that, in performance of its obligations under this Agreement, neither the Service Provider nor its Representative will be or be deemed to be an officer, servant or agent of the Client. The Service Provider will act throughout as an independent service provider.

20. Conflict / Inconsistency

20.1 In the event of any conflict or inconsistency between provisions in the Contract Documents, the Contract Documents will have precedence as follows: first the Head Agreement; second "Schedule A" Scope of Work.

21. Representations

21.1 The Service Provider hereby represents and warrants that every fact stated or represented by the Service Provider or its Representatives to the Client in respect of the Work is true and agrees that the Client will be conclusively deemed to have relied on such representation or statement in entering into this Agreement.

22. Effective Date

22.1 The effective date of this Agreement shall be the date on the first page of this Head Agreement.

23. Renewal

23.1 This Agreement may be renewed before termination on an annual basis upon written agreement by both Parties.

23.2 The Client may impose additional terms and conditions on any renewal.

24. Dispute Resolution

24.1 In case of a dispute arising between the Client and the Service Provider as to their respective rights and obligations under this Agreement, the Parties will first attempt to resolve all matters through friendly negotiation by a meeting between their Representatives upon notice per Article 17. A resolution reached in this way must be reached within ten days of both Parties having knowledge and notice of the dispute and be reduced to writing.
24.2 In the case of a dispute arising between the Client and the Service Provider as to their respective rights and obligations under this Agreement (that has not been resolved pursuant to Article 24.1), either Party may give the other notice of such dispute and to request arbitration thereof. If both Parties agree, the Parties will, with respect to the particular matters then in dispute, submit the same to arbitration in accordance with the provisions of the Arbitration Act, RSNL1990 cA-14, including such provisions for the appointment of arbitrators.

IN WITNESS WHEREOF these presents are executed by the parties hereto as of the date first above written as follows:

Her Majesty the Queen in Right of Newfoundland and Labrador:

Minister of Advanced Education and Skills or Designate

Witness

Service Provider:

Tourism Bell Island Inc.

Witness
SCHEDULE A
Scope of Work

Standards for Organizations to Deliver and Certify the Adult Basic Education (ABE) Program

1.0 INTRODUCTION

In these standards "organization" or "organizations" shall read as "Service Provider" or "Service Providers" respectively. These standards shall be met by a Service Provider in the delivery and certification of the Adult Basic Education (ABE) Program.

2.0 STANDARDS AND REQUIREMENTS

The ABE program was designed with the intent of providing adults who have not completed high school with the opportunity of acquiring a solid, high quality high school equivalency to function in society, and to access further education, training, and employment opportunities. In Newfoundland and Labrador, one of the avenues for achieving high school equivalency is through the provincial ABE program. The ABE program consists of three levels: Level I (basic literacy and numeracy skills); Level II (transitional skills similar to grades 7 - 9); and Level III (corresponds to grades 10 - 12). A minimum of 36 credits in Level III are needed in order to graduate ABE and receive high school equivalency. ABE is delivered using provincially-developed curriculum and is predominantly a self-paced, individualized, classroom-based program. The ABE program is currently delivered on a full-time basis by private training institutions and community-based organizations in rural and urban locations throughout the province. At select locations, ABE is also delivered on a part-time basis, through e-Learning (Level I only), and through evening classes.

All related ABE documents are posted on the AES website at the following link: http://www.aes.gov.nl.ca/adultlearning/index.html. Instructors and administrators of ABE programs are required to follow all ABE related documents on the above site, which include, but are not limited to: Study Guides, Curriculum Guides, Program Guides, Database User's Manual, and Transfer Guide.

2.1 Instructor Hiring

The organization shall:
- ensure the resume and transcript of marks for each instructor and appropriate documentation for instructor assistants shall be submitted to AES for approval prior to hiring;
- agree to be the designated employer of any staff they hire to deliver the program; and
- ensure that there is a qualified instructor present for any subject area where there is at least one student taking a course in that specific subject.
2.2. Instructor Qualifications
All Instructors shall meet minimum qualifications and be approved by AES to deliver specific ABE levels and subject areas. Instructors shall:
- hold an Education Degree and have completed at least 6 university courses in the discipline they teach; or
- possess an Adult Education Diploma from a recognized college or university with an undergraduate degree in the subject areas they teach; or
- demonstrate a combination of credentials and experience which is deemed suitable by AES.

2.3 Instructor/Student Ratio
The Instructor/Student Ratio is a comparison of the available number of instructors to the number of students. The organization shall ensure that the Instructor/Student Ratio be no greater than 1:12 for Level I and 1:15 for Levels II and III combined. Classes may have a combination of levels of students at the same time as long as the Instructor/Student Ratio used is based on the lowest Level of ABE being taught in the class. Therefore, in a class with Level I and II/III students, the maximum number of students per instructor would be 12.

2.4 Building - Minimum Facilities
The organization shall:
- meet a minimum of 25 square feet of classroom space per student;
- ensure its classrooms have natural lighting;
- ensure the facility adheres to accessibility standards as outlined in the Building Accessibility Act and regulations;
- make provisions to accommodate students with physical challenges;
- ensure it has a Municipal Occupancy Permit from the municipal council, as well as relevant Fire and Health Inspection Certificates;
- ensure it has general liability, and other applicable insurances as needed;
- ensure it has a private room suitable for consultation with students, quiet study, etc., and
- ensure it has a lunchroom with tables, chairs, a fridge, microwave, and a sink.

Classroom and laboratory facilities will be reassessed on a yearly basis by AES to ensure that quality is maintained.

2.5 Level II/III Science Laboratory
The organization shall have access to a science laboratory as per Section 2.5.1. Where the science laboratory is not direct access, the organization shall ensure it has supporting documentation which outlines the arrangements for access to a science laboratory. If an
organization has a partnership with a local high school approved by AES, the organization will ensure it has a written agreement in place between the organization and the school district. The organization shall also ensure the science laboratory:

- is furnished with 15 workstations and 15 stools;
- contains safety and fire equipment;
- contains a minimum of 15 lab coats and safety goggles; and
- is accessible for persons with physical challenges.

2.5.1 Checklist of Laboratory Facilities, Equipment and Supplies

The following are listed as minimum requirements for offering and certifying Level II/III of the ABE program to an average-sized class of 15 students (quantities should be adjusted to accommodate more/less students). Organizations are encouraged to enrich these requirements. Substitutions, in keeping with alternative delivery approaches, may be accepted upon request.

Where the science laboratory is not direct access, the organization shall include supporting documentation which outlines the arrangements for access to a science laboratory. If organizations wish to have a partnership with local high schools approved by AES, they will need to have a written agreement in place between their institution and the school district. Note variations in quantity or substitutions of any sort.

Physical Plant

- running hot & cold water
- propane supply for Bunsen burners, in accordance with current edition of CAN/CGA-B-149.2 Propane Installation Code (may be replaced by alcohol burners or CSA approved electrical hotplates)
- fume hood (or other external ventilation system)
- electrical outlets, 1 per work station, installed in accordance with the National Building Code
- eye wash station
- shower (or spray attachment at sink)
- fire extinguisher, in accordance with current edition of NFPA-10 Standard for Portable Fire Extinguishers
- first aid kit #2, in accordance with Occupational Health and Safety Regulations
- fire blanket

Equipment

- 2 acceleration timers
- 2 ammeters, DC (may be replaced by combined volt-ohm-ammeters)
- 12 aprons or lab coats
- 1 barometer
- 6 batteries, 6 volt
- 72 beakers, assorted sizes (from 50 mL to 1000 mL)
12 Bunsen burners (or 12 alcohol burners or 3 hot plates)
6 clamps, symmetrical
6 clamps, thermometer
6 dissecting kits
2 dynamics carts
30 flasks, Erlenmeyer, Pyrex, assorted sizes (from 125 mL to 1000 mL)
12 funnels
1 generator (AC/DC)
6 gloves, pairs, heat resistant
6 gloves, pairs, rubber
30 graduated cylinders, assorted sizes (from 10 mL to 1000 mL)
2 Hall's carriages
6 hand lenses
4 hydrometers, double-scale
4 lenses, concave
4 lenses, convex
2 light bulbs, miniature & sockets
6 magnets, alnico bar
6 magnetic compasses
30 medicine droppers
2 metre sticks
2 microscopes (with 10x & 40x objectives)
4 mirrors, plane
4 mirrors, concave
4 mirrors, convex
1 motor, St. Louis
2 ohmmeters (may be replaced by combined volt-ohm-ammeters)
1 osmosis apparatus
1 periodic table (chart)
60 petri dishes
24 pipets, assorted sizes (from 5 mL to 25 mL)
2 pipetting devices
6 pulleys
2 power supplies (AC/DC)
1 ray box, with accessories
1 refrigerator
12 retort stands (rods & support bases)
2 rheostats
6 ring supports (if Bunsen Burners and/or Alcohol Lamps are used)
12 safety goggles
2 scales, metric (eg. platform or electronic)
4 scales, Newton
4 scissors
2  slinky springs
6  knife switches
1  solar system model or chart
2  stopwatches
12  spatulas or spoons
90  test tubes, Pyrex, assorted sizes
12  test tube holders
4  test tube racks
12  thermometers
2  titration equipment kits
6  tongs, flask
1  transformer
2  voltmeters (may be replaced by combined volt-ohm-ammeters)
12  wire gauze squares, ceramic centred (if Bunsen Burners and/or Alcohol Lamps are used)

Chemicals & Supplies
1 L  alcohol
60  candles
12  carbon rods
500 g  copper sulphate
100'  copper wire, insulated
1 L  distilled water (or deionized)
1 box  filter papers
2 boxes  glass slides and cover slips
12  glass rods, stirring
50'  glass tubing, assorted sizes
1 L  hydrochloric acid
500 mL  hydrogen peroxide
500 mL  iodine
500 g  iron filings
1 vial  litmus paper, blue
1 vial  litmus paper, red
12 each  metal strips (copper, zinc, lead, aluminum, iron)
25 g  pepsin
1 roll  pH paper, wide range
1 set  mineral samples
1 set  rock samples
50'  rubber tubing, assorted sizes
2.5 kg  sand
500 g  sodium chloride (table salt)
500 g  sodium bicarbonate (baking soda)
1 L  sodium hydroxide
Prepared Slides

- angiosperms
- animal cell
- bacteria, 3 types
- blue-green algae
- bone tissue
- bread mould
- gymnosperms
- human blood
- kidney
- meiosis (plant & animal)
- mitosis (plant & animal)
- monocot/dicot comparison
- muscle tissue, 3 types
- nerve cells
- plant cell
- protists (e.g., amoeba, paramecium, euglena)
- splrophyra, vegetative & conjugating
- vascular tissue
- yeast, budding

Preserved Specimens

- Animal kingdom set, vertebrates & invertebrates
- Plant kingdom set

2.6 Student Entrance Requirements

Students entering the ABE program can range from those individuals with no literacy background to those wanting to upgrade or formally graduate. The organization agrees that in order to be accepted into the ABE I, II and III program, a student shall be at least eighteen years of age and out of school for at least one year.

2.7 Student Records

Maintaining student records is a critical aspect of the operation of a training institution. ABE organizations shall issue student transcripts for Levels I, II and III, as well as Level III graduation diplomas. Organizations will be provided access to the provincial ABE Student Records and Certification System (ABE Database).
Organizations shall:
- regularly enter demographic, student participation, academic and completion information in the ABE database for each student enrolled in the organization's ABE program;
- enter information/records in the ABE database accurately and upon any change in a student's participation status (e.g., enrolment, course completion[s], program exit, graduation);
- agree to utilize and complete AES forms;
- ensure all transcripts will be generated using the ABE Database and printed on institution-specific paper; and
- ensure that its ABE Level III Diplomas will be generated using the ABE Database and printed on institution-specific paper.

The organization shall additionally accumulate statistics on the following:
- enrolment;
- non-completers;
- attendance;
- assessment results;
- graduates; and
- follow-ups of graduates.

2.8 Institutional Evaluation
A site visit is required prior to delivering the ABE program (further detail outlined in Section 3.0). Organizations also agree to accept follow-up and monitoring by AES for the duration of the time that they deliver the ABE program to ensure adherence to AES procedures and standards.

2.9 Assessment
Organizations are responsible for conducting assessment on any new ABE Level I, II, and III students. All assessment tools used (e.g., CAAT, Brigance) shall be approved by AES. This assessment process would not apply to currently enrolled students transitioning from another ABE program (e.g., CNA ABE students transitioning to a new training provider/organization).

2.10 Status Reporting
Organizations delivering ABE shall submit status reports as requested by AES. These reports will include statistics of enrolment, non-completers, attendance, assessment results, graduates, and follow-ups of graduates.

2.11 Schedule
The organization shall:
- where organizations will offer a full-time classroom program, commit to 25 hours of instruction (5 hours per day) and 10 paid hours of instructor preparatory time, each week;
where organizations will offer a part-time classroom program, commit to a minimum of 10 hours of instruction (2.5 hours per day) and 2 hours of instructor preparatory time, each week;

- agree to advise AES if the program takes an unscheduled break; and

- ensure that a qualified instructor for Math, Science and English is always present during the hours students are in attendance;

- submit an academic calendar which includes: scheduled breaks (Christmas, Easter, and summer). The academic calendar shall also outline the weekly instructional schedule.

2.12 Print
The organization shall:

- ensure that it has sufficient student resources to meet the needs of each ABE student. This requires that each student have an individual textbook for each subject being studied;

- obtain the required student texts as outlined in the curriculum guides on http://www.aes.gov.nl.ca/;

- ensure that it has sufficient instructor resources to meet the needs of each ABE instructor. This requires that each instructor have a copy of all appropriate resources for each subject being taught; and

- obtain the required instructor resources as outlined in the curriculum guides on http://www.aes.gov.nl.ca/.

2.13 Non-Print
The organization shall:

- include a minimum of two internet accessible computers per each classroom of 15 students;

- ensure that each instructor has access to his/her own dedicated computer; and

- ensure that it has computer technology (e.g. computers, wi-fi access and printers) available for student use on the premises being used for ABE delivery.

2.14 Hazardous Materials
The organization shall:

- establish a procedure for the storing and disposal of hazardous chemicals that is in accordance with applicable federal, provincial and municipal legislation and regulation.

3.0 SITE EVALUATIONS

The ongoing site visits play a significant role in the maintenance of quality education. AES may conduct site visits for various reasons as discussed below.
3.1 Routine Site Visits
Generally, prior to AES conducting a routine site visit, an organization will be contacted and advised as to the date of the visit. However, AES reserves the right to conduct a site visit without prior notification. Departmental personnel will also be available to the instructor or administration to offer advice, if needed. If problems are identified as a result of the site visit, AES will notify the organization and ask that the issues be addressed and resolved.

3.2 Site Visits Resulting From Complaints
AES may conduct a visit to investigate a complaint. AES personnel may address the problem with the administration, instructors and students to receive their feedback. Analysis of student records and files may also be necessary for the investigation process.

4.0 COMPLAINT PROCEDURES
AES has specific policies and procedures governing responses to complaints. These policies and procedures are outlined below.

The complainant may contact AES to register a concern. They are advised that their first course of action in resolving the issue is to address it with the administration of the organization. The response of the organization to the complainant should be in writing to eliminate any misunderstanding in interpretation. If the issue remains unresolved to the satisfaction of the complainant, they may then communicate their concerns to AES in writing, and attach a copy of the letter of response from the organization.

AES will notify the organization that a complainant is unsatisfied with the organization’s response to their concerns and has requested AES initiate an investigation. If upon review of the documents AES determines that there is insufficient information to make a decision, a site visit or phone call will be conducted to collect additional information. Once the investigation has been completed, a formal report outlining the investigation results will be prepared along with the identification of any actions necessary to reach a resolution. All parties will be notified accordingly. If actions have been identified, AES will follow-up to ensure compliance.
SCHEDULE B
Adult Basic Education (ABE) Consent

Please carefully read the following statements, fill in the blanks, and sign the bottom.

I understand that the Department of Advanced Education and Skills, Government of Newfoundland and Labrador, funds the Adult Basic Education (ABE) Program in which I am seeking enrollment.

I agree to the Department of Advanced Education and Skills:
• collecting my personal information related to my participation in an ABE Program, including my academic record, attendance record (and supporting documentation) and status, from the ABE service provider(s) / site(s) where I am enrolled or have previously been enrolled including, if applicable, the College of the North Atlantic.
• disclosing and exchanging my personal information related to my participation in an ABE Program, including my academic record, attendance record (and supporting documentation) and status, to and with the following:
  o Department of Employment and Social Development (Government of Canada)
  o ABE service provider(s) / site(s) where I am enrolled or have previously been enrolled including, if applicable, the College of the North Atlantic.

I understand that my personal information is being collected, disclosed and exchanged as agreed to above for the purposes of:
• determining my program eligibility (initial and ongoing)
• determining funding requirements and obligations between the Government of Newfoundland and Labrador and ABE Service Providers
• monitoring student progress
• ensuring the program maintains provincial standards
• research and statistical analysis.

ABE Service Provider / Site: ____________________________

Name: ____________________________________________

Date of Birth: ___________________ Telephone: ____________

Address: __________________________________________

__________________________________________________

Signature: _________________________________________ Date: ______________

Witness: __________________________________________

Please direct any question about this form to: Manager - Literacy and Institutional Services Division, Department of Advanced Education and Skills, P.O. Box 8700, St. John’s, NL, A1B 4J6. Telephone: (709) 729-6191. Email: cindychristopher@gov.nl.ca. This information is collected under the authority of s. 32 of the Access to Information and Protection of Privacy Act, SNL 2002 c.A-1.1, as amended.
SCHEDULE C
Attendance Policy

• Students are expected to attend 100% of the Instructional Days in a month. Instructional Days are defined to be those days that the Service Provider is open for training purposes.

• Instructional Days do not include days when the institution is closed due to statutory holidays, civic holidays, or school breaks or any other closure which is within the institution's responsibility and/or control.

• Service Providers are expected to keep daily student attendance and supporting documentation for absences (e.g., doctor's note) on file which may be subject to audit by the Client.
  o When a student's monthly average attendance falls below acceptable levels, the Client will follow-up with the Service Provider to discuss absences and determine if the student will continue to be supported in the program.
SCHEDULE D
Student Academic Progression Standards

For ABE Level I — Unless otherwise authorized by the Client, the Brigance Diagnostic Inventory of Essential Skills is the assessment tool to be used for students in this level. The Client’s expectation for progression is grade level increases of .5 to 1.0 within 60 instructional hours. The overall enrollment period for a client in Level I will normally not exceed ten months.

For Client review purposes, the Service Provider will conduct a Brigance assessment for each enrolled ABE Level I student, record the results on Schedule E, encrypt and submit it electronically to heatherlegge@gov.nl.ca at the Division of Literacy and Institutional Services as follows:

- In September 2015 or within three business days of each new student enrolment in the program;
- By November 27, 2015;
- By February 26, 2016; and
- By June 30, 2016.

The Service Provider will also indicate the number of courses completed each month on the Client’s monthly attendance report.

For ABE Level II—The Client’s expectation for progression is on average one course per two weeks. The overall enrollment period for a client in Level II will normally not exceed six months. The Service Provider will indicate the number of courses completed each month on the Client’s monthly attendance report.

For ABE Level III—The Client’s expectation for progression is on average one credit per two weeks. The Service Provider will indicate the number of credits completed each month on the Client’s monthly attendance report.
## SCHEDULE E
**Student Information and Status Report**
*ABE Level I*

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<tr>
<th>Site</th>
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<tbody>
<tr>
<td>Student Number</td>
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<tr>
<td>Community of Residence</td>
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<tr>
<td>Additional Information</td>
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### Assessment

<table>
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<th>Date of Assessment:</th>
<th>Assessment Tool:</th>
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</table>

**Results:**
- Math
- Spelling (Vocabulary)
- Reading Comprehension
- Word Recognition

**REMINDER:** Use the same tool consistently, for each assessment period. For the Brigance, please provide results for Word Recognition, Reading Comprehension, Spelling and Mathematics only.

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<thead>
<tr>
<th>Service Provider:</th>
<th>Location:</th>
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<thead>
<tr>
<th>Service Provider Representative*:</th>
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<th>Date:</th>
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*Note: The signature required must be from a Service Provider representative, not the instructor.*
SCHEDULE G
Student Exit Form

This form must be emailed to heatherlegge@gov.nl.ca or faxed to (709) 729-6246 no later than one (1) week after the student’s last day in class.

Student #: 

Began Classes (date): 

Ended Classes (date): 

Reason for leaving: 

Comments: 

Service Provider: __________________________ Location: __________________________ 

Service Provider Representative*: __________________________ 

Date: __________________________ 

*Note: The signature required must be from a Service Provider representative, not the instructor.
<table>
<thead>
<tr>
<th>Invoice Number</th>
<th>Amount Paid</th>
<th>GL Date</th>
<th>Description</th>
</tr>
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<tbody>
<tr>
<td>123456789</td>
<td>12345.67</td>
<td>01-Oct-2016</td>
<td>Payment to Supplier</td>
</tr>
</tbody>
</table>

**Operating Unit:**
- Number: 123456789
- Currency: CAD
- Amount: 12345.67
- Date: 01-Oct-2016
- Payment Process Request: ECC23456789

**Supplier:**
- Name: Royal Bank of Canada
- Account: Accounts Payable Payee
- Payment Method: Electronic
- Payment Process Profile: ORAC - CAD

**Invoice:**
- Number: 123456789
- Amount Paid: 12345.67
- GL Date: 01-Oct-2016

**Description:**
- Invoice Overview
- Bank
- Supplier
- Payments
REQUEST FOR PAYMENT
DEPARTMENTAL INTERNAL INVOICE

Department: AESL                  Division: LIS

Date: September 22, 2016            Invoice #: MS9970860

Vendor Name: Tourism Bell Island Inc.
Vendor Address/Pay Site: P.O. Box 279, West Mines
Bell Island, NL  A0A 4H0
Vendor Number: 40099336

Authority (i.e. PO Number): Contract

Accounting Distribution: 01-1656-130-52V0-1061-0000

Amount: $62,000 (HST) $0 Total: $62,000

Requestor (Please Print Name): Cindy Christopher
Requestor Signature: [Signature]

Description and/or Explanation of Payment:

This is the first of three grant installments for the delivery of the Level I/II/III ABE program as per the attached contract.

Please complete all sections of the form for invoice processing at Corporate Financial Services (CFS) and scan with all related information and attachments to gnlinvoices@gov.nl.ca

If this is a Priority Payment please state in the subject line of the email to CFS.
AGREEMENT FOR SERVICES
ADULT BASIC EDUCATION (ABE) LEVEL I, II, AND III PROGRAMS

THIS AGREEMENT is made at St. John’s in the Province of Newfoundland and Labrador on the 11th day of August, 2016.

BETWEEN: HER MAJESTY THE QUEEN IN RIGHT OF NEWFOUNDLAND AND LABRADOR, as represented by the Honourable Minister of Advanced Education, Skills and Labour (the “Client”),

AND: Tourism Bell Island Inc., (the “Service Provider”),

collectively referred to as “The Parties”

WHEREAS:

(1) The Client has offered the Service Provider a contract to deliver Levels I, II, and III of the Provincial Adult Basic Education (ABE) Program in the location of Bell Island, NL;

(2) The Service Provider has agreed to accept the contract and deliver the ABE program as required by the Client.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements herein and subject to the terms and conditions set out in this Agreement, the Parties agree as follows:

1. Definitions

1.1 “ABE Database” means the Adult Basic Education Student Records and Certification System of the Client which houses ABE student records from all ABE Service Providers in Newfoundland and Labrador and allows for immediate retrieval and transcript/diploma generation by ABE Service Providers.

1.2 “Contract Documents” means and includes:

1.2.1 This head agreement (the “Head Agreement”);

1.2.2 The Scope of Work attached as “Schedule A”;

1.2.3 The Consent attached as “Schedule B”;

1.2.4 The Student Placement Policy as “Schedule C”;

1.2.5 The Attendance Policy attached as “Schedule D”;

1.2.6 The Student Academic Progression Standards attached as “Schedule E”;

1.2.7 The Student Information and Status Report Form attached as “Schedule F”;
1.2.8 The Cashflow Report Form attached as "Schedule G"; and
1.2.9 The Student Exit Form attached as "Schedule H".

1.3 "Eligible Expenditures" means expenditures, as approved by the Client, made by the Service Provider in respect of and for the sole use of the Program.

1.4 "Force Majeure" means any cause beyond the control of the Parties hereto which they could not reasonably have foreseen and guarded against, including but not limited to an act of God, strike, lock-out, act of public enemy, war, blockade and civil disturbance.

1.5 "Governing Body" means those persons appointed as the responsible authorities for the Service Provider.

1.6 "Intellectual Property" means all data, designs, plans, drawings, specifications, research, reports, notes, estimates, summaries, calculations, surveys, papers, completed work, and work in progress and such other information and materials or parts thereof as are compiled, drawn and produced by the Service Provider in performing this Work, including computer printouts and computer models and all copyrights thereto and all patents, trademarks and industrial designs arising therefrom.

1.7 "Program" means the provision of Adult Basic Education (ABE) Level I, II, and III Programs in accordance with the parameters and criteria as set out in "Schedule A".

1.8 "Work" means the provision of services as set out in Article 3 of this Agreement, Service Provider's Obligations.

1.9 "Records" means financial statements, books of accounts and student files pursuant to this Agreement, including but not limited to records required or referenced, directly or by incorporation, in Scope of Work in "Schedule A".

1.10 "Reports" means student progress reports and other statistical reports including but not limited to reports required or referenced, directly or by incorporation, in Scope of Work in "Schedule A" or another schedule to this Agreement.

1.11 "Representatives" means directors, officers, employees, consultants, agents, advisors or partners.

2. Service Provider's Representations and Warranties

2.1 The Service Provider represents and warrants that:
2.1.1 It is organized and is operating solely for nonprofit purposes;
2.1.2 It does not and will not provide income for the personal benefit of the Governing Body; and
2.1.3 All personnel receiving payment under this Agreement are not and will not be appointed to the Governing Body.

3. **Service Provider's Obligations**

3.1 The Service Provider will deliver the Program for a minimum of 40 Instructional weeks between September 2016 and August 2017.

3.2 The Service Provider will do all things necessary to fulfill all of the obligations of the Service Provider as set out in the Contract Documents (the "Work"). The Work will be performed by the Service Provider to the satisfaction of the Client.

3.3 The Service Provider will also perform the following activities:

3.3.1 Hire all personnel required for the Work;
3.3.2 Request each student, upon enrollment, to sign the form attached hereto as "Schedule B" and provide forthwith the executed forms to the Client;
3.3.3 The Service Provider will appoint a minimum of two individuals as signing officers for the delivery agency. All Agency cheques must contain the signatures of these two signing officers;
3.3.4 The Service Provider will provide the Client with copies of any meeting minutes of the Governing Body held by the Service Provider during the term of this Agreement;
3.3.5 The Service Provider acknowledges and agrees to make every reasonable effort to ensure each ABE student funded under this Agreement shall achieve the Student Academic Progression Standards set out in "Schedule E"; and
3.3.6 The Service Provider will complete and sign the form attached hereto as "Schedule H" upon student exit and provide forthwith the executed forms to the Client within five business days.

3.4 The Service Provider agrees, where required by law under legislation applicable to the Service Provider, to obtain further written consent from each student authorizing the share or exchange of a student's personal information with the Client for the purposes of this Agreement.
4. **Client's Obligations**

4.1 In addition to payment to the Service Provider required by this Agreement, the Client will provide decisions, instructions, acceptances and information reasonably required by the Service Provider in the performance of this Agreement.

5. **Audit and Inspection**

5.1 The Service Provider will:

5.1.1 Keep and maintain Records during the currency of the Agreement;

5.1.2 Ensure that all Records clearly demonstrate that shared costs and interest are properly apportioned or credited to the Client;

5.1.3 At any time during this Agreement, if requested by the Client, deliver a Record required under this Agreement to the Client upon three business days notice to the Service Provider;

5.1.4 If requested by the Client, deliver all Records to the Client within fourteen days following the termination of this Agreement;

5.1.5 Ensure access by the Client during regular business hours to all Records and to the premises where the Work is being performed in order that the Client may review, inspect, monitor and audit the performance of the Work; and

5.1.6 Provide the Client with the proper facilities to carry out its rights under this Article and provide the Client with copies of all requested Records.

6. **Reports**

6.1 The Service Provider will submit for approval cashflow reports and student progress reports as outlined in "Schedule A" or another schedule to this Agreement on November 30, 2016, February 28, 2017, and June 30, 2017.

6.2 The Service Provider will furnish Reports whether as required by this Agreement or as may be required by the Client from time to time. Including but not limited to reports for the purpose of ensuring compliance with this Agreement, monitoring student progress, verifying student eligibility and attendance, ensuring the Work maintains provincial standards, and research and statistical analysis. This includes, but is not limited to submitting the following:

6.2.1 Monthly attendance reports for ABE students enrolled in the location specified in "Schedule A" as specified by the Client to be submitted within three business days of the end of every month;
6.2.2 Assessments/reports required in "Schedule E", including as applicable for ABE Level I Service Providers, the Brigance assessment to be submitted on or before the dates set out in "Schedule E";

6.2.3 The Student Information and Status Report Form in "Schedule F"; and

6.2.4 At least monthly (by the end of every month) entering student information directly into the ABE Database.

6.3 The Service Provider will submit for approval:

6.3.1 Copies of any meeting minutes of the Governing Body held by the Service Provider during the term of this Agreement; and

6.3.2 Copies of all financial statements prepared for the term of this Agreement (review engagement letter for funding amounts up to $100,000; audited financial statements for funding amounts at or exceeding $100,000). The financial statements must contain a breakdown of funding provided by the Client.

6.4 All reports and documentation provided to the Client under this Agreement will be and become the property of the Client. The Service Provider may retain for its own internal purposes copies of Reports and related data, but the Service Provider will not divulge, release or publish same or any part thereof without the prior written permission of the Client.

7. Acknowledgement

7.1 Any report, announcement, advertisement, brochure, audiovisual material, design, or any other public communication or publication relating to this Agreement will acknowledge the financial contribution of the Department of Advanced Education, Skills and Labour.

8. Payment

8.1 It is agreed and understood that payments made for the satisfactory performance of the Work pursuant to this Agreement will be made in accordance with the provisions below. Specifically, the total payment under this Agreement by the Client to the Service Provider will not exceed $121,000. This funding is to be used solely for the purposes outlined in this Agreement.

8.2 Upon presentation of required documentation satisfactory to the Client, the Client will make payments to the Service Provider for the satisfactory performance of the Work as follows:
8.2.1 The first installment in the amount of $62,000 will be paid no later than September 30, 2016 upon receipt by the Client of satisfactory written confirmation that all requirements and standards related to the performance of the Work referenced in "Schedule A" have been met. The first installment will be based upon receipt and approval by the Client of the proposed Program budget as well as written confirmation that a minimum of 12 students have been assessed and enrolled in the Program.

8.2.2 The second installment in the amount of $30,000 will be paid no later than December 30, 2016 upon receipt and approval by the Client of the November 30, 2016 cashflow report as well as student progress reports as outlined in "Schedule A" or another schedule to this Agreement.

8.2.3 The third installment in the amount of $29,000 will be paid no later than March 31, 2017 upon receipt and approval by the Client of the February 28, 2017 cashflow report as well as student progress reports as outlined in "Schedule A" or another schedule to this Agreement.

8.3 The Client may withhold payment of any amount payable under this Agreement where the Service Provider has failed to comply with any term or condition of this Agreement or pending the outcome of an audit conducted under Article 5 of this Agreement.

8.4 The Service Provider will remain obligated to complete the Work notwithstanding that the actual costs of the Service Provider, whether in respect of services, costs or expenses incurred, may exceed amounts payable under this Agreement.

8.5 The Client will not be responsible to pay any amounts identified by the Service Provider which may arise from work, services or expenses incurred to remedy errors or omissions in the Work for which the Service Provider is responsible.

9. Repayment

9.1 The Service Provider will repay to the Client the amount of any payment to which it is not entitled under this Agreement. Upon the Client's demand for repayment of any amount to which the Service Provider is not entitled the Service Provider will repay the amount demanded with it being agreed between the Parties that any such amount is considered a debt owing to the Client.

9.2 The amounts to which the Service Provider is not entitled include:

9.2.1 The amount of any payments made in error;

9.2.2 The amount of any payments made for costs in excess of the amount actually incurred for these costs; and
9.2.3 The amount of any payments for costs that were not eligible for reimbursement under this Agreement.

10. Entire Agreement

10.1 This Agreement constitutes the entire Agreement between the Parties and supersedes all previous agreements or arrangements, written or oral, relating to the Work. There are no understandings, representations, or warranties of any kind except as expressly set forth herein. Documents described in “Schedule A” will form part of this Agreement by incorporation by reference in “Schedule A” or by direct incorporation into “Schedule A”.

11. In-service Training

11.1 As applicable the Service Provider agrees to attend in-service training for ABE Levels I, II, and III provided by the Client in accordance with requirements specified by the Client.

12. Non-Waiver

12.1 The failure of the Client to insist upon or enforce in any instance strict performance by the Service Provider of any of the terms of this Agreement or to exercise any rights herein conferred will not be construed as a waiver or a relinquishment to any extent of the Client’s right to assert or rely upon any such terms or rights on any future occasion.

13. Liability

13.1 Before making any payment in accordance with Article 8, the Client may require the Service Provider to furnish evidence that the Work for which payment is being made is free and clear from any and all lawful claims.

13.2 The Service Provider will indemnify and hold harmless the Client from and against any liability arising from the performance or non-performance of the Work, except claims for damages resulting from the negligence of a representative of the Client.

13.3 With respect to any and all actions by third parties for which the Service Provider has an obligation to indemnify the Client pursuant to Article 13.2 the Service Provider will pay all legal charges, costs and other expenses arising therefrom. Notwithstanding the foregoing, the Client may at its own discretion retain its own solicitors to defend its interests in any such suit or claim and the legal costs of that defense shall be paid by the Service Provider.
14. **Intellectual Property**

14.1 All Intellectual Property created pursuant to this Agreement will be and become the property of the Client and will be delivered to the Client upon completion of the Work or upon earlier termination of this Agreement. The Service Provider may retain for its own internal purposes copies of Reports and related data but the Service Provider will not divulge, release or publish same or any part thereof without the prior written consent of the Client.

15. **Termination**

15.1 This Agreement may be terminated by the Service Provider by giving the Client two months written notice of termination.

15.2 Notwithstanding the provisions of this Agreement, the Client may at any time by way of written notice to the Service Provider, terminate this Agreement for cause.

15.3 Where this Agreement is terminated prior to the mutually agreed upon completion date, the Service Provider will thereupon be entitled to payment in accordance with this Agreement in respect of that part of the Work completed up to the date of termination, provided however, that the Service Provider will not be entitled to any other payment in respect of such termination, including, without prejudice to the generality of the foregoing, any payment for any consequential loss or damage arising from termination of this Agreement or in any other way related thereto. The Client will retain the right to set off with respect to any earned but unpaid proceeds then due, any amount owing to the Client pursuant to this Agreement.

16. **Assignment**

16.1 The Service Provider will not assign this Agreement in whole or in part.

17. **Notice**

17.1 All notices, claims, payments, reports and other communications required under this Agreement will be in writing.
17.2 The address for service for notices under this Agreement will be:

For the Client:
Attention: Jacqueline Power
Director of Literacy and Institutional Services
Post-Secondary Education Branch
Department of Advanced Education, Skills and Labour
P.O. Box 8700
St. John's, NL A1B 4J6
JPower@gov.nl.ca

For the Service Provider:
Attention: Henry Crane
Tourism Bell Island Inc.
P.O. Box 279, West Mines
Bell Island, NL A0A 4HO
tourismbellisland@gmail.com

17.3 Notices, requests or documents will be deemed to have been received by the addressee as follows:

17.3.1 As of the date on which they are delivered where delivery is by messenger or special courier service;

17.3.2 As of the date on which they are sent where delivery is by telecopier or other means of electronic telecommunication; and

17.3.3 Six days after delivery to Canada Post Corporation where the postal service is used.

18. General

18.1 This Agreement will be governed by and interpreted according to the laws of the Province of Newfoundland and Labrador, and all actions, suits and proceedings arising out of the Agreement will be determined in a court of competent jurisdiction in the Province of Newfoundland and Labrador, subject to any right of appeal.

18.2 The Service Provider or its Representatives will, at all times, comply with all applicable laws, ordinances, statutes, rules, regulations and orders of governmental and municipal authorities, and will give due regard to all business practices and local customs prevailing in the Province of Newfoundland and Labrador. For greater certainty, the Service Provider agrees to comply with the provisions of the Canadian Charter of Rights and Freedoms, the Newfoundland and Labrador Human Rights Code, 2010, the Newfoundland and Labrador Labour Standards Act and with all
other applicable federal and provincial legislation. The Service Provider will provide (where requested by the Client) evidence of compliance with all requirements of the Province of Newfoundland and Labrador with respect to Worker's Compensation and/or Occupational Health and Safety, including, without limitation, any payments or compliance orders due or issued thereunder.

18.3 No public employee or member of the House of Assembly of the Province of Newfoundland and Labrador will be admitted to any part or share of the payments made pursuant to this Agreement or to any benefits arising therefrom except in accordance with the Conflict of Interest Act or the House of Assembly Act.

18.4 This Agreement will not be amended except by agreement and in writing between the Parties. This Agreement may be amended or otherwise modified by email provided each Party expressly states the intent and agreement to modify this Agreement.

18.5 This Agreement may be executed in any number of counterparts, each of which will be considered an original of this Agreement, and which together will constitute one and the same instrument. No Party will be bound to this Agreement unless and until all Parties have executed a counterpart. A facsimile signature or an otherwise electronically reproduced signature of either Party will be deemed to be an original.

18.6 This Agreement will inure to the benefit of and be binding upon the Parties hereto, their respective heirs, legal representatives, successors and assigns.

18.7 The obligations of both Parties under this Agreement, which, by their nature, would continue beyond the expiration or earlier termination of this Agreement, will survive the expiration or earlier termination of this Agreement indefinitely.

18.8 Neither Party will be considered in default of performance of its obligations hereunder to the extent that performance of such obligations is delayed, hindered or prevented by Force Majeure.

18.9 Time will be of the essence in this Agreement.

18.10 If any provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, such invalidity or unenforceability will attach only to such provision, and all other provisions hereof will continue in full force and effect.
19. Third Party Liability

19.1 Nothing in this Agreement constitutes the Service Provider as a servant or agent of Her Majesty the Queen in Right of Newfoundland and Labrador. The Service Provider agrees that, in performance of its obligations under this Agreement, neither the Service Provider nor its Representative will be or be deemed to be an officer, servant or agent of the Client. The Service Provider will act throughout as an independent service provider.

20. Conflict / Inconsistency

20.1 In the event of any conflict or inconsistency between provisions in the Contract Documents, the Contract Documents will have precedence as follows: first the Head Agreement, second "Schedule A" Scope of Work.

21. Representations

21.1 The Service Provider hereby represents and warrants that every fact stated or represented by the Service Provider or its Representatives to the Client in respect of the Work is true and agrees that the Client will be conclusively deemed to have relied on such representation or statement in entering into this Agreement.

22. Effective Date

22.1 The effective date of this Agreement shall be the date on the first page of this Head Agreement.

23. Renewal

23.1 This Agreement may be renewed before termination on an annual basis upon written agreement by both Parties.

23.2 The Client may impose additional terms and conditions on any renewal.

24. Dispute Resolution

24.1 In case of a dispute arising between the Client and the Service Provider as to their respective rights and obligations under this Agreement, the Parties will first attempt to resolve all matters through friendly negotiation by a meeting between their Representatives upon notice per Article 17. A resolution reached in this way must be reached within ten days of both Parties having knowledge and notice of the dispute and be reduced to writing.
24.2 In the case of a dispute arising between the Client and the Service Provider as to their respective rights and obligations under this Agreement (that has not been resolved pursuant to Article 24.1), either Party may give the other notice of such dispute and to request arbitration thereof. If both Parties agree, the Parties will, with respect to the particular matters then in dispute, submit the same to arbitration in accordance with the provisions of the Arbitration Act, RSNL1990 cA-14, including such provisions for the appointment of arbitrators.

IN WITNESS WHEREOF these presents are executed by the parties hereto as of the date first above written as follows:

Her Majesty the Queen in Right of Newfoundland and Labrador:

Minister of Advanced Education, Skills and Labour or Designate:

Service Provider:

Tourism Bell Island Inc.
SCHEDULE A
Scope of Work

Standards for Service Providers to Deliver and Certify the Adult Basic Education (ABE) Program

1.0 INTRODUCTION

In these standards "organization" or "organizations" shall read as "service provider" or "service providers" respectively. These standards shall be met by a Service Provider in the delivery and certification of the Adult Basic Education (ABE) Program.

2.0 STANDARDS AND REQUIREMENTS

The ABE program was designed with the intent of providing adults who have not completed high school with the opportunity of acquiring a solid, high quality high school equivalency to function in society, and to access further education, training, and employment opportunities.

The ABE program consists of three levels: Level I refers to basic literacy and numeracy skills; Level II provides transitional skills similar to grades 7-9; and Level III corresponds to grades 10-12 and requires the completion of a minimum of 36 credits in order to graduate and receive high school equivalency. ABE is delivered using provincially-developed curriculum and is an individualized, classroom-based program. The ABE program is delivered on a full-time basis by private institutions and community-based organizations in a wide range of rural and urban locations throughout the province. Part time learning, e-Learning (Level I only) and evening classes are offered at select locations.

ABE classrooms embrace and promote an inclusive school culture that supports the needs and circumstances of students that may impact their learning including, but not limited to, cultural differences, special learning needs, mental health issues and physical challenges.

All related ABE documents are posted on the AES website at the following link: http://www.aes.gov.nl.ca/adultlearning/index.html. Instructors and administrators of ABE programs are required to follow all ABE related documents on the above site, which include, but are not limited to: Study Guides, Curriculum Guides, Program Guides, Database User's Manual, and Transfer Guide.

2.1 Student Entrance Requirements

Individuals entering the ABE program can range from those individuals with no literacy background to those wanting to upgrade or formally graduate. The ABE program is an academic upgrading program and is not intended to supplement or replace any other social/mental health or language programming.
To be eligible for admission to ABE, an individual must be 19 years of age or older. A special admission/exemption request may be considered by AES only if an individual is 18 years of age and has not attended school for at least 12 months. Individuals younger than 18 years of age are not eligible for consideration.

English as a Second Language (ESL) individuals must present a Canadian Language Benchmark (CLB) certificate of at least Level 5. The CLB is a nationally standardized assessment tool which tests language learning for adults and is offered through the Association for New Canadians (ANC).

Individuals with high school diplomas (including ESL individuals with high school diplomas from outside of Canada) are only eligible for ABE if they require upgrading to meet post-secondary entrance requirements.

2.2 Hiring of Instructors and Support Staff
The hiring of all personnel required for the program shall be conducted according to standard hiring practices. Personnel will understand and employ appropriate knowledge and experience to deliver the ABE program.

The service provider shall:
- ensure the resume and transcript of marks for each instructor and appropriate documentation for instructor assistants shall be submitted to AES for approval prior to hiring;
- agree to be the designated employer of any staff hired to deliver the program;
- ensure there are sufficient support staff necessary to continuously update student records on the provincial ABE Student Records and Certification System (ABE database) on a day by day basis; and
- ensure a qualified instructor is present for any subject area where at least one student is taking a course in that specific subject.

2.3 Instructor Qualifications
All instructors shall meet minimum qualifications and be approved by AES to deliver specific ABE levels and subject areas.

Instructors shall:
- Hold a minimum Bachelor’s Degree in Education or Vocational Education Degree and have completed at least six university courses in the subject area they teach; or
- Demonstrate a combination of credentials and experiential background which is deemed suitable by AES.
For distance instructors, experience with distance/online teaching methodologies is an asset.

2.4 Instructor/Student Ratio
The Instructor/Student Ratio is a comparison of the available number of instructors to the number of students.

AES requires that the Instructor/Student Ratio be no greater than 1:12 for Level I and 1:15 for Levels II and III combined. Classes may have a combination of levels of students at the same time as long as the Instructor/Student Ratio used is based on the lowest level of ABE being taught in the class. Therefore, in a class with Level I and II/III students, the maximum number of students per instructor would be 12.

2.5 Building - Minimum Facilities
The service provider shall:
- meet a minimum of 25 square feet of classroom space per student;
- ensure all classrooms have natural lighting;
- ensure the facility has access to washroom facilities;
- ensure the facility adheres to accessibility standards as outlined in the Building Accessibility Act and regulations (including accessible classrooms and washrooms);
- make provisions to accommodate students with physical challenges;
- ensure the facility has a Municipal Occupancy Permit from the municipal council, as well as relevant Fire and Health Inspection Certificates;
- purchase and maintain general liability insurance, and other applicable insurances as needed;
- ensure the facility has a private room suitable for consultation with students, quiet study, etc.,
- ensure the facility has a lunchroom with tables, chairs, a fridge, microwave, and a sink; and
- deliver the program in a building and classroom that has received prior approval from AES.

Classroom and laboratory facilities will be reassessed as needed by AES to ensure that quality is maintained.

2.6 Level II/III Science Laboratory
Service providers offering Levels II/III of the ABE program shall have access to a properly constructed and equipped science laboratory and the necessary resources, as identified in 2.6.1.

Where the science laboratory is not direct access, the service provider shall ensure it has supporting documentation which outlines the arrangements for access to a science laboratory.
If a service provider has, or wishes to have, a partnership with a local high school approved by AES, the service provider will ensure it has a written agreement in place with the school district.

2.6.1 Laboratory Facilities, Equipment and Supplies
Laboratories are required as part of many ABE science courses and service providers must have the necessary safety equipment and supplies necessary to allow for student completion. These laboratory resources must be purchased by service providers and available for student and instructor use when necessary for laboratories, as outlined in the curriculum and study guides. Classrooms should have sufficient quantities of equipment to enable any student to perform the laboratory when required to do so in the curriculum.

The safety of students must be considered when conducting any science laboratory. There are many potential hazards when dealing with chemicals, and the service provider must be prepared to deal with any situation that may arise. The following safety equipment is necessary in any area where science labs are conducted:
- fire extinguisher;
- fire blanket;
- eye wash station;
- shower (or spray attachment at sink);
- first aid kit;
- gloves;
- eye protection; and
- lab coat/aprons.

A fume hood may be required for some laboratories.

When a student begins a science course, the instructor should verify that all laboratory equipment and supplies are present in the classroom. It is the responsibility of the service providers to guarantee all required materials are available for students to complete the outcomes identified in the curriculum and study guides.

2.7 Accountability Measures
Service providers delivering ABE shall submit status reports as requested by AES. These reports will include statistics of enrolment, non-completers, attendance, assessment results, graduates, and follow-ups of graduates.

ABE Database Entry
AES maintains a student records database which serves as a means of providing a secure, central and easily accessible way of housing student records as well as producing transcripts. Service providers will be required to enter student information into this database on a day-to-day basis and ensure all database entries are current and accurate. An individual involved in the delivery of the program will be designated by the service provider as responsible for this task.
AES will ensure that the service provider is provided a site name allocation and the designated individual is assigned a unique user ID.

**Student Enrolment and Exit**
Service providers are required to maintain and provide AES with information for all students enrolled in the ABE program. Student contact information (as provided through consent forms) must be submitted to AES upon entry into the program.

Enrolment Information (including information on all students who have entered and exited the program) must be submitted to AES on a monthly basis.

Service providers may be required to facilitate follow-up with exited students for the purpose of capturing information on student experiences and outcomes.

**Attendance Reporting**
Service providers are required to keep daily student attendance and supporting documentation for absences (e.g., doctor’s note) on file which may be subject to audit by AES. A monthly attendance report will be completed and submitted to AES at the end of every month.

**Assessment and Progress Reporting**
Service providers are responsible for conducting assessment on any new ABE Level I, II, and III students. All assessment tools used (e.g., CAAT, Brigance) shall be approved by AES. This assessment process will not apply to currently enrolled students transitioning from another ABE program (e.g., CNA ABE students transitioning to a new service provider/organization).

Service providers will be responsible for adhering to the student progression standards set out below and agree to make every reasonable effort to ensure each student meets those expectations.

**Level I** – Unless otherwise authorized by AES, the Brigance Diagnostic Inventory of Essential Skills is the assessment tool to be used for Level I students. The expectation for progression is grade level increases of .5 to 1.0 within 60 instructional hours. Students are not required to complete all Level I curriculum; only what is necessary to reach a Grade 7 level for each skill area on the Brigance assessment. The overall enrolment period for a client in Level I will normally not exceed ten months. Service providers are expected to conduct and submit Brigance assessments in September, November, February and June. Service providers must also indicate the number of courses completed each month on the monthly attendance report and update the ABE Database monthly to identify the courses completed.

**Level II** – The expectation for progression is on average one course per two weeks. The overall enrolment period for a client in Level II will normally not exceed six months and most students do not require all 21 courses that are available at this level. Service providers must indicate the
number of courses completed each month on the monthly attendance report and update the ABE Database monthly to identify the courses completed.

Level III - The expectation for progression is on average one credit per two weeks with some variation for the complexity of the course being completed. Students must have 36 credits in order to graduate, as per the requirements of the ABE program. Service providers must indicate the number of credits completed each month on the monthly attendance report and update the ABE Database monthly to identify the credits completed.

Financial Reporting
For service providers receiving funding amounts at or greater than $100,000, audited financial statements prepared by an independent auditing body must be provided to AES following the academic year end.

For service providers receiving funding amounts of less than $100,000, a review engagement letter is required.

All financial statements must contain a breakdown of funding provided by AES for the ABE program.

Record Keeping
Service providers shall keep and securely maintain, both during the duration of the contract, and a period after:
- All financial records (including invoices) relating to funds or otherwise in a manner consistent with generally accepted accounting principles; and
- All non-financial documents and records including, but not limited to, records and documents containing personal information in accordance with the Access to Information and Protection of Privacy Act.

2.8 Schedule
Service providers shall:
- when offering a full-time classroom program, commit to 25 hours of instruction and additional instructor preparatory time, each week;
- when offering a part-time classroom program, commit to 10 hours of instruction and additional Instructor preparatory time, each week;
- agree to advise AES if the program takes an unscheduled break;
- ensure that a qualified Instructor for Math, Science and English is always present during the hours students are in attendance; and
- submit an academic calendar which outlines the weekly instructional schedule and identifies scheduled breaks (Christmas, Easter, and summer).
2.9 Print
Service providers shall:
- ensure sufficient student resources to meet the needs of each student, meaning that each student has an individual textbook for each subject being studied;
- obtain the required student texts as outlined in the curriculum guides on http://www.aes.gov.nl.ca/;
- ensure sufficient instructor resources to meet the needs of each instructor, meaning that each instructor has a copy of all appropriate resources for each subject being taught; and
- obtain the required instructor resources as outlined in the curriculum guides on http://www.aes.gov.nl.ca/.

2.10 Non-Print
Service providers shall:
- include a minimum of two internet accessible computers per each classroom of 15 students;
- ensure each instructor has access to his/her own dedicated computer; and
- ensure computer technology (e.g. computers, wi-fi access and printers) is available for student use on the premises being used for ABE delivery.

2.11 Hazardous Materials
Service providers shall establish a procedure for the storing and disposal of hazardous chemicals that is in accordance with applicable federal, provincial and municipal legislation and regulation.

3.0 COMPLIANCE VISITS

3.1 Initial Site Visits

It is expected that all new ABE program locations will undergo a full compliance visit prior to the start of a contract. Follow-up and monitoring by AES will occur as needed to ensure adherence to procedures and standards.

Generally, prior to AES conducting an initial site visit, the service provider will be contacted and advised as to the date of the visit. However, AES reserves the right to conduct a visit without prior notification. AES personnel will also be available to the instructor or administration to offer advice, if needed. If problem(s) are identified as a result of the site visit, AES will notify the service provider and ask that the issue(s) be addressed and resolved.
3.2 Site Visits Resulting From Complaints
AES may conduct a visit at any time to investigate a complaint. AES personnel may address the problem with the administration, instructors and students to receive their feedback. Analysis of student records and files may also be necessary for the investigation process.

4.0 COMPLAINT PROCEDURES

AES has specific policies and procedures governing responses to complaints. These policies and procedures are outlined below.

The complainant may contact AES to register a concern. They will be advised that their first course of action in resolving the issue is to address it with the administration of the service provider. The response of the service provider to the complainant should be in writing to eliminate any misunderstanding in interpretation. If the issue remains unresolved to the satisfaction of the complainant, they may then communicate their concerns to AES, in writing, and attach a copy of the letter of response from the service provider.

AES will notify the service provider that a complainant is unsatisfied with the response to their concerns and has requested that AES initiate an investigation. If, upon review of the documents, AES determines that there is insufficient information to make a decision, a site visit or phone call will be conducted to collect additional information. Once the investigation has been completed, a formal report outlining the investigation results will be prepared along with the identification of any actions necessary to reach a resolution. All parties will be notified accordingly. If actions have been identified, AES will follow-up to ensure compliance.
SCHEDULE B
Adult Basic Education (ABE) Consent

Please carefully read the following statements, fill in the blanks, and sign the bottom.

I understand that the Department of Advanced Education, Skills and Labour, Government of Newfoundland and Labrador, funds the Adult Basic Education (ABE) Program in which I am seeking enrollment.

I agree to the Department of Advanced Education, Skills and Labour:

- collecting my personal information related to my participation in an ABE Program, including my academic record, attendance record (and supporting documentation) and status, from the ABE service provider(s) / site(s) where I am enrolled or have previously been enrolled including, if applicable, the College of the North Atlantic.

- disclosing and exchanging my personal information related to my participation in an ABE Program, including my academic record, attendance record (and supporting documentation) and status, to and with the following:
  - Department of Education and Early Childhood Development (Government of Newfoundland and Labrador).
  - ABE service provider(s) / site(s) where I am enrolled or have previously been enrolled including, if applicable, the College of the North Atlantic.

I understand that my personal Information is being collected, disclosed and exchanged as agreed to above for the purposes of:

- determining my program eligibility (initial and ongoing)
- determining funding requirements and obligations between the Government of Newfoundland and Labrador and ABE Service Providers
- monitoring student progress
- ensuring the program maintains provincial standards
- research and statistical analysis.

ABE Service Provider / Site: ____________________________

Name: ________________________________________________

Date of Birth: ______________________ Telephone: ______________________

Address: ______________________________________________

Canadian Language Benchmark (CLB) Level - For ESL Individuals Only: ______________________

Signature: __________________ Date: __________________

Witness: _____________________________________________

Please direct any question about this form to Manager, Literacy and Institutional Services Division, Department of Advanced Education, Skills and Labour, P.O. Box 8700, St. John's, N.L., A1B 4X6. Telephone (709) 729 8191. Email cndchristopher@gov.nl.ca. This Information is collected under the authority of s. 32 of the Access to Information and Protection of Privacy Act, S/NL 2002 c.A-1.1, as amended.
SCHEDULE C
Student Placement Policy

Eligibility Criteria - To be eligible for admission to ABE, an individual must be 19 years of age or older. A special admission/exemption request may be considered by the Department only if an individual is 18 years of age and has not attended school for at least 12 months. Individuals younger than 18 years of age are not eligible for consideration.

English as a Second Language (ESL) - For admission in ABE, ESL individuals must present a Canadian Language Benchmark (CLB) certificate of at least Level 5. The CLB is a nationally standardized assessment tool which tests language learning for adults and is offered through the Association for New Canadians (ANC). ESL individuals with high school diplomas (including diplomas from outside of Canada) are only eligible for ABE if they require upgrading to meet post-secondary entrance requirements.

ABE Assessment - The assessment to determine placement in ABE shall be conducted by an instructor approved by the Literacy and Institutional Services Division. The instructor should have experience in the delivery of ABE and be knowledgeable in literacy and ABE program criteria.

High School Credits/Diploma - Individuals who have high school credits should not be placed in ABE Level I. Depending on their assessment scores, these individuals may require some refresher courses in ABE Level II or may be able to proceed directly to Level III. Individuals with high school diplomas are only eligible for ABE if they require upgrading to meet post-secondary entrance requirements.

General – The ABE program is an academic upgrading program and is not intended to supplement or replace any other social/mental health or language programming. If there are any concerns regarding the placement of an individual in the ABE program, the Service Provider is encouraged to follow-up with the Department to determine appropriateness.
SCHEDULE D

Attendance Policy

- Students are expected to attend 100% of the Instructional Days in a month. Instructional Days are defined to be those days that the Service Provider is open for training purposes.
- Instructional Days do not include days when the Service Provider is closed due to statutory holidays, civic holidays, or school breaks or any other closure which is within the Service Provider's responsibility and/or control.
- Service Providers are expected to keep daily student attendance and supporting documentation for absences (e.g. doctor's note) on file which may be subject to audit by the Department.
- When a student's monthly average attendance falls below 80%, the Department will follow-up with the Service Provider to discuss absences and determine if the student is a suitable match for the program. This may result in any of the following actions:
  - No change in enrolment status with the goal of improving attendance for the next reporting period;
  - A temporary withdrawal from the program if absences are a result of reasons such as health/medical, childcare, family care, or emergency (students may reapply for entry at any future date); or
  - A decision to terminate the student from the program.
- Service Providers are also encouraged to follow-up with the Department if they identify concerns with an individual student's attendance.
SCHEDULE E

Student Academic Progression Standards

For ABE Level I — Unless otherwise authorized by the Department, the Brigance Diagnostic Inventory of Essential Skills is the assessment tool to be used for students in this level. The Department’s expectation for progression is grade level increases of .5 to 1.0 within 60 instructional hours. A student is considered to have completed Level I when a Brigance assessment shows a competency level for each skill area (Reading Comprehension, Word Recognition, Spelling and Math) equivalent to Grade 7.

The length of time required in this level may vary considerably. Students are not required to complete all Level I curriculum; only what is necessary to reach a Grade 7 level for each skill area on the Brigance assessment. The overall enrollment period for a student in Level I will normally not exceed ten months. If a student has not completed Level I within this timeframe, their file must be reviewed by the Department to determine whether an extension is appropriate.

For review purposes, the Service Provider will conduct a Brigance assessment for each enrolled ABE Level I student, record the results on Schedule F, encrypt and submit it electronically to heatherlegge@gov.nl.ca at the Division of Literacy and Institutional Services as follows:

- In September 2016 or within three business days of each new student enrollment in the program;
- By November 30, 2016;
- By February 28, 2017; and

The Service Provider will also indicate the number of courses completed each month on the Department’s monthly attendance report and update the ABE Database monthly to identify the courses completed.

For ABE Level II — The Department’s expectation for progression is on average one course per two weeks. The overall enrollment period for a student in Level II will normally not exceed six months and most students do not require all 21 courses that are available at this level. It is possible for students to be taking Level III courses while in Level II, if assessments indicate they are capable. Students do not need to complete Level II prior to transitioning to Level III. Students who already have Level III credits in the three core subject areas of English, Math and Science should not be placed in Level II; they should start in Level III.

The Service Provider will indicate the number of courses completed each month on the Department’s monthly attendance report and update the ABE Database monthly to identify the courses completed.
For ABE Level III — The Department’s expectation for progression is on average one credit per two weeks, with some variation for the complexity of the course being completed. For example, an Academic Science credit often takes longer than a Career Education credit. Students must have 36 credits in order to graduate, as per the requirements of the ABE program.

The Service Provider will indicate the number of credits completed each month on the Department’s monthly attendance report and update the ABE Database monthly to identify the credits completed.

General — If student progression falls below the established guidelines, the Department will follow-up with the Service Provider to discuss concerns and determine if the student is a suitable match for the program. This may result in any of the following actions:

- No change in enrolment status with the goal of improving progression for the next assessment;
- A temporary withdrawal from the program if absences are a result if reasons such as health/medical, childcare, family care, or emergency (students may reapply for entry at any future date); or
- A decision to terminate the student from the program.

Service Providers are also encouraged to follow-up with the Department if they identify concerns with an individual student’s progression.
**Schedule F**

*Student Information and Status Report*

**ABE Level I**

<table>
<thead>
<tr>
<th>Site</th>
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<tbody>
<tr>
<td>Student Name</td>
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<tr>
<td>Community of Residence</td>
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<td>Additional Pertinent Information (e.g., ESL, learning disability, etc.)</td>
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**Assessment**

<table>
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<tr>
<th>Date of Assessment:</th>
<th>Assessment Tool:</th>
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</table>

Results:
- Math
- Spelling (Vocabulary)
- Reading Comprehension
- Word Recognition

**REMEMBER:** Use the same tool consistently, for each assessment period. For the Brigance, please provide results for Word Recognition, Reading Comprehension, Spelling and Mathematics only.

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<tr>
<th>Service Provider:</th>
<th>Location:</th>
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<tbody>
<tr>
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<tr>
<th>Service Provider Representative*:</th>
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*Note: The signature required must be from a Service Provider representative, not the instructor*
# SCHEDULE G

## Cashflow Report

**SITE NAME:**
Cashflow Report – Community Based ABE and Literacy Tutoring Programs

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<thead>
<tr>
<th></th>
<th>TERM 1</th>
<th></th>
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<th>TERM 3</th>
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I certify that the information contained in this report is accurate and reported in the proper period. All supporting documentation is on file at the site.

Signature (signature required must be from an employee representative, not the instructor)

Date

I certify that the information contained in this report is accurate and reported in the proper period. All supporting documentation is available for review.

Signature (signature required must be from an employee representative, not the instructor)

Date

I certify that the information contained in this report is accurate and reported in the proper period. All supporting documentation is available for review.

Signature (signature required must be from an employee representative, not the instructor)

Date

I certify that the information contained in this report is accurate and reported in the proper period. All supporting documentation is available for review.

Signature (signature required must be from an employee representative, not the instructor)

Date
SCHEDULE H
Student Exit Form

This form must be emailed to heatherlewe@gov.nl.ca or faxed to (709) 729-6246 no later than one (1) week after the student's last day in class.

Student Name:

Began Classes (date):

Ended Classes (date):

Reason for Leaving:

Comments:

Service Provider: __________________________ Location: __________________________

Service Provider Representative*: __________________________

Date: __________________________

*Note: The signature required must be from a Service Provider representative, not the instructor.