

# AGREEMENT BETWEEN INSURANCE CORPORATION OF BRITISH COLUMBIA AND CLASS 5/7 GLP Practical INSTRUCTOR TRAINING FACILITY

(hereinafter referred to as "The Facility")

This Agreement is made by and between:

## INSURANCE CORPORATION OF BRITISH COLUMBIA

(hereinafter referred to as "ICBC")

and

[Owner's Name (if DBA)]
[FACILITY NAME]
[Address]
[City], BC [Postal Code]

(hereinafter referred to as the Facility)

#### WHEREAS:

- A. ICBC is conferred discretion and is delegated certain matters respecting the training of drivers of motor vehicles and the persons and firms engaged in the training of drivers of motor vehicles by the Motor Vehicle Act;
- B. ICBC is authorized by the Motor Vehicle Act Regulations to approve a Facility to provide training to persons wishing to obtain a driver training instructor's licence;
- C. ICBC is authorized by the Motor Vehicle Act Regulations to establish guidelines for the training of Driver Training Instructors, including curriculum, assessments, facilities and equipment;
- D. ICBC is authorized by the Motor Vehicle Act Regulations to monitor the conduct of driver training instructor training;

- E. ICBC seeks to ensure that all Driver Training Instructors have the necessary skills, knowledge and ability to train drivers in accordance with ICBC-approved standards:
- F. The Facility has a comprehensive driver training instructor training course for Driver Training Instructors that is approved by ICBC;
- G. The Facility is able to assess the competence of Driver Training Instructors consistently to standards established by ICBC;
- H. The Facility agrees to implement changes that may be required during the term of this agreement as ICBC continues to develop new instructor training and assessment standards:

**NOW THEREFORE,** ICBC and the Facility, in consideration of their mutual duties and responsibilities to one another hereinafter set forth, agree to the following:

#### 1. Definitions

In this Agreement, the following terms have the meanings set out below:

- "Approved Instructor Training Course", or "ITC Course" means a Class 5/7 driver training instructor training course that is approved by ICBC and conducted by the Facility according to the terms of this Agreement, and includes the Assessment for that category of training.
- "Assessment" means an evaluation of a Driver Training Instructor Trainee made by an Assessment Officer and conducted according to ICBC standards, in order to determine whether that Trainee meets ICBC's standards of competence for a Driver Training Instructor.
- "Assessment Officer" means a person employed or contracted by the Facility to conduct Assessments of Driver Training Instructor Trainees for the purposes of Certification under this Agreement. All Assessment Officers must meet the requirements set out in Schedule B to this Agreement.
- "Certification", "Certify" or "Certified" refers to the issuance of a certificate by the Facility to a Driver Training Instructor Trainee who has successfully completed the Facility's Approved ITC Course, and been assessed by the Facility as meeting ICBC's standards for a Driver Training Instructor.
- "Class 5 ITC Curriculum" refers to a document provided by ICBC that lists the learning outcomes, sub-outcomes and required topics under this Agreement.

- "Competency Checklist" refers to the form provided by ICBC to record Trainee progress towards meeting Approved ITC Course competencies.
- "Driver Training Instructor" means a person who teaches the driving or operation of a motor vehicle as defined in the Motor Vehicle Act Regulations.
- "Driver Training Instructor Trainee", "Instructor Trainee", or "Trainee" means a person who has been approved by ICBC to take a Facility's ITC Course.
- "Driver Training Instructor Trainer", "Instructor Trainer", or "Trainer" means a person approved by ICBC and employed or contracted by the Facility to train Driver Training Instructors according to the terms of this Agreement.
- "Driver Training Student" or "Student" means a person who is learning to drive.
- "Flexible Time" means time required under this Agreement that can be used as approved in the Class 5 Instructor Training Curriculum document.
- "Graduated Licensing Practical Designation", or "GLP Practical Designation" means a driver training instructor's licence that allows the instructor to teach the practical portion of an ICBC-approved graduated licensing program course.
- "Graduated Licensing Theory Designation", or "GLT Theory Designation" means a driver training instructor's licence that allows the instructor to teach the classroom theory portion of an ICBC-approved graduated licensing program course.
- "Instructor Training Facility" or "Facility" means a person or other body approved by ICBC to provide a course of training or education to qualify for a driver training instructor's licence as defined in the Motor Vehicle Act Regulations.
- "Pilot Course" means a course conducted by an Instructor Training Facility that is evaluated by ICBC to ensure that the course is effectively and appropriately delivered according to the established program standards and requirements.
- "Signing Authority" means a person designated by the Facility to sign forms or maintain records on behalf of the Facility.

#### 2. Term

- 2.1. This Agreement is effective on the date the Agreement is signed by both parties and shall remain in effect until 11:59 P.M. of the expiry date of the Facility's corresponding driver training school licence, unless terminated earlier by either party in accordance with this Agreement.
- 2.2. The Facility's continued approval as an Instructor Training Facility after the expiry of this Agreement will be at ICBC's sole discretion. ICBC does not guarantee renewal or extension of this Agreement beyond its original term or any renewal or extension thereof.

# 3. Certification Authority

- 3.1. ICBC authorizes the Facility to Certify Trainees who successfully complete the ITC Course offered by the Facility, as candidates for licensing by ICBC as a Class 5/7 Driver Training Instructor with a GLP Practical Designation.
- 3.2. ICBC may, in its sole discretion, waive the requirements for further training or examinations for Driver Training Instructors Certified by the Facility under paragraph 3.1.
- 3.3. Despite the foregoing, ICBC reserves the right, in its sole discretion, to require the following:
  - 3.3.1. That a Trainee trained under this Agreement be required to take additional training as specified by ICBC in order to be licensed as a Driver Training Instructor;
  - 3.3.2. That a Trainee trained under this Agreement be examined by an ICBC representative, as to that person's fitness and ability to act as a Driver Training Instructor pursuant to the Motor Vehicle Act Regulations;
  - That the Facility revise its Approved ITC Course, should ICBC change its requirements for course content and/or delivery method; and
  - 3.3.4. That the Facility revises the content and conduct of its Assessments, should ICBC change its requirements for Assessment content and/or delivery method.
- 3.4. The parties recognize and acknowledge that Certification of a Trainee by the Facility and waiver of testing requirements by ICBC does not guarantee the issuance of a driver training instructor's licence without compliance by the Trainee with the Motor Vehicle Act Regulations and

any other requirements established by the Superintendent of Motor Vehicles or by ICBC.

# 4. Responsibilities of ICBC

- 4.1. ICBC is granted sole authority for licensing Driver Training Instructors under the Motor Vehicle Act Regulations. Nothing in this Agreement constitutes a delegation of licensing authority to the Facility, and ICBC reserves the right, in its sole discretion and under the terms of the Motor Vehicle Act, to deny a driver training instructor's licence to an applicant Certified by the Facility.
- 4.2. ICBC will, before issuing a driver training instructor's licence to an applicant Certified by the Facility, satisfy itself that the Facility is competent to evaluate the skills, knowledge and ability of the applicant.
- 4.3. ICBC will conduct audits of the Facility, including but not limited to its staff, equipment and training sites, from time to time in its sole discretion.
- 4.4. If, in ICBC's opinion, the Facility is not applying standards consistently, or is not in compliance with the terms of this Agreement, ICBC may, in its sole discretion:
  - 4.4.1. Provide the Facility with written notice of inconsistent standards and/or non-compliance issues and a time frame to remedy the problems to ICBC's satisfaction; failure of which will result in the termination of this Agreement by ICBC; and/or
  - 4.4.2. Apply its discretion in approving or denying the Certification of any Trainee; and/or
  - 4.4.3. Terminate this Agreement forthwith.

# 5. Responsibilities of the Facility

- 5.1. The Facility shall only deliver the ITC Course and Certify competence of a person in accordance with the provisions of this Agreement and any supplementary requirements or conditions that ICBC may give to the Facility in writing from time to time.
- 5.2. The Facility must adhere to all applicable sections of the Motor Vehicle Act Regulations, Division 27 at all times.
- 5.3. The Facility will ensure that Trainees have received written approval from ICBC prior to commencement of training.

- 5.4. The Facility must view the photo driver's licence of each Trainee on the first day of the course, to confirm their identity.
- 5.5. The Facility shall maintain records at such times as required by ICBC, on the forms prescribed by ICBC.
- 5.6. The Facility shall submit reports on a regular basis at such times as required by ICBC, on the forms prescribed by ICBC.
- 5.7. The Facility shall maintain a registered office in British Columbia where all communications and notices may be served and all records required under this Agreement shall be kept.
- 5.8. The Facility shall notify ICBC within 10 days if the address, email address, telephone number or fax number of the Facility or of its registered office changes.
- 5.9. The Facility shall apply to ICBC in writing for approval of each person who will act as an Instructor Trainer, Assessment Officer or Signing Authority, prior to acting as an Instructor Trainer, Assessment Officer or Signing Authority under the terms of this Agreement.
- 5.10. The Facility shall inform ICBC of the removal of an Instructor Trainer, Assessment Officer or Signing Authority within 10 days of them ceasing to act as an Instructor Trainer, Assessment Officer or Signing Authority under the terms of this Agreement.
- 5.11. The Facility's application for approval of each Assessment Officer or Signing Authority must include the sample signatures of each proposed Assessment Officer or Signing Authority.
- 5.12. The Facility shall comply with all applicable laws, statutes and regulations, including, without limiting the generality of the foregoing, those of the Government of Canada, the Province of British Columbia and by-laws of any city, municipality, town, village or regional district in which the Facility operates.
- 5.13. The Facility shall indemnify and save harmless ICBC, its directors, officers, servants, agents, and employees from and against all claims, losses, damages, costs and other proceedings made, sustained, brought or prosecuted in any manner based upon, occasioned by or attributable to any injury, infringement or damage arising from any act or omission of the Facility, its employees, agents or any other person for whom the Facility is responsible at law, in the performance or purported performance of this Agreement.

# **Advertising**

- 5.14. The Facility shall neither implicitly nor explicitly guarantee the issuance of a driver training instructor's licence upon completion of the Facility's ITC Course or upon Certification by the Facility.
- 5.15. The Facility shall not advertise, state or imply that the Facility or employees are recommended or endorsed by ICBC or the government, except that the words "GLP practical instructor training course approved by ICBC" may be used.
- 5.16. The Facility shall not advertise in any driver licensing office or other ICBC office, or office of any Service BC centre or ICBC-appointed agent.
- 5.17. The Facility shall not advertise or cause to issue any advertising that does not contain the name of the Facility.

#### **Written Notice**

- 5.18. The Facility must provide a written statement to each Trainee, before commencement of training and before the payment of any fees, disclosing the following:
  - 5.18.1. Name and address of the Facility;
  - 5.18.2. Fees for enrollment, tuition, services, equipment and vehicle rentals;
  - 5.18.3. Extra charges that might be incurred by that Trainee;
  - 5.18.4. Refund policies of the Facility;
  - 5.18.5. Provisions provided to ensure that the Trainee observes a minimum of six hours of lessons with a student who holds a Class 7 learner's licence;
  - 5.18.6. Requirements and standards that Trainees must meet to qualify for a course completion certificate;
  - 5.18.7. Certification does not guarantee that ICBC will issue a driver training instructor's licence;
  - 5.18.8. ICBC may require a Certified Trainee to be re-examined by ICBC; and
  - 5.18.9. ICBC will have access to the Trainee's training and assessment records.

5.19. The Facility must provide to each person to whom instructor training is supplied a written itemized statement of services provided and a receipt for each payment made.

# 6. Records and Monitoring

- 6.1. The Facility must maintain records as required by the Insurance Corporation of British Columbia for a period of six years, including but not limited to records of:
  - 6.1.1. Training conducted, which shall include the Trainee's name, driver's licence number, letter of authorization for training, a copy of the prerequisite driving assessment form and written test results, the date, time and length of each training session, course element taught, grades achieved on quizzes or other evaluations, all fees charged, and the name(s) of the Trainer(s) who conducted the training;
  - 6.1.2. Written consent from parents/guardians of driver training students less than 19 years of age where training will be conducted by an Instructor Trainee under the supervision of a Trainer;
  - 6.1.3. Actual student lessons observed, which shall include the Trainee's name, the instructor's name, and the date, time and length of the lesson;
  - 6.1.4. Assessments conducted, which shall include the Assessment Officer's name, the Trainee's name and driver's licence number, date and time of the Assessment, and a copy of the Assessment score sheet:
  - 6.1.5. Each Instructor Trainer employed, including name, driver's licence number, a copy of the driver training instructor's licence, dates and hours of instructor training conducted, and dates of refresher training taken;
  - 6.1.6. Each Assessment Officer employed, including name, driver's licence number, a copy of the driver training instructor's licence, dates of assessments conducted, and dates of refresher training taken; and
  - 6.1.7. All vehicles used for training and Assessments, including:
    - 6.1.7.1. A copy of each vehicle's registration documents and proof of insurance coverage, or;

- 6.1.7.2. In the case of a private vehicle or rental vehicle, the year, make, model, licence plate number and jurisdiction;
- 6.2. The Facility shall, during regular business hours and at all other reasonable times, permit ICBC or its designates to:
  - 6.2.1. Visit the premises used for operation of the Facility;
  - 6.2.2. Examine all records, and other materials and equipment used for operation of the Facility;
  - 6.2.3. Attend and monitor the conduct of instructor training and/or Assessments; and
  - 6.2.4. Copy records and other material pertaining to the operation of the Facility, or remove such records and other material from the Facility's premises for copying.
- 6.3. Within 10 days of a request from ICBC, the Facility will provide ICBC with information concerning the following:
  - 6.3.1. Information pertaining to the Facility's eligibility as an Instructor Training Facility;
  - 6.3.2. Records that the Facility is required to maintain under the terms of this Agreement.

#### 7. Termination

- 7.1. The Facility may terminate this Agreement at any time by giving notice in writing to ICBC.
- 7.2. ICBC may terminate this Agreement at any time for any reason whatsoever by giving not less than 30 days written notice to the Facility.
- 7.3. Despite (7.2), if the Facility contravenes any provision of this Agreement, or any provision of the Motor Vehicle Act or Motor Vehicle Act Regulations, ICBC may terminate this Agreement forthwith, with or without written notice.
- 7.4. For greater certainty, and without limiting the generality of the foregoing, if ICBC terminates this Agreement under paragraph 4.4, 7.2 or 7.3 or in any other manner permitted under this Agreement, the Facility will not be entitled to either an appeal or show cause hearing.

#### 8. Notices

Notices and communications in writing required or desired to be given pursuant to the Agreement shall be mailed to ICBC at the following address:

Insurance Corporation of British Columbia
Driver Training Industry Support
PO Box 3750
Victoria BC V8W 3Y5

and to the Facility at the address shown on the first page of this Agreement, or at such other address as either party may give notice to the other party in writing. Notices shall be deemed to have been given when delivered, or 72 hours after mailing in British Columbia.

For the purpose of this Agreement, "in writing" shall be deemed to include written correspondence delivered by email.

# 9. Entire Agreement

- 9.1. This Agreement which includes all attached Schedule(s), constitutes the sole and entire agreement between ICBC and the Facility relating to the authority to assess and Certify Trainees as to their competency as Driver Training Instructors as set out in this Agreement. This Agreement supersedes and replaces all previous agreements between ICBC and the Facility relating in any manner to the authority to assess and Certify Trainees as to their competency as Driver Training Instructors.
- 9.2. ICBC may amend the above terms and conditions at any time by so notifying the Facility in writing. The Facility will have 30 days after any such notification to indicate to ICBC that it does not accept the amended terms and conditions, in which case ICBC may, in its sole discretion, terminate the Facility's Agreement. If the Facility does not respond to such notification within 30 days of its receipt, it will be deemed to have accepted the amended terms and conditions.

# 10. Assignment

- 10.1. The Facility may not assign this Agreement or any part of it without the prior written approval of ICBC. This Agreement is binding upon the parties and shall enure to the benefit of the parties, their successors and permitted assigns.
- 10.2. Any change in the control of the Facility shall be deemed to be an assignment.

10.3. Any change in the ownership of the Facility shall require the vendor to proactively disclose to the purchaser that it must enter into and meet all requirements of a new Agreement with ICBC, unless otherwise specifically authorized in writing by ICBC.

#### 11. Arbitration

Any dispute or disagreement arising out of this Agreement or a breach of this Agreement shall be settled by a single arbitrator appointed in accordance with the provisions of the Commercial Arbitration Act of British Columbia.

# 12. Interpretation

- 12.1. In this Agreement, unless expressly provided or the context otherwise requires, words importing the masculine gender include the feminine and neutral gender and vice versa, and words in the singular include the plural and vice versa.
- 12.2. This Agreement shall be governed by and interpreted in accordance with the laws of the Province of British Columbia. The parties attorn to the exclusive jurisdiction of the courts of British Columbia in all matters arising in connection with this Agreement.
- 12.3. The invalidity of any particular provision of this Agreement shall not affect any other provision(s) and the Agreement shall be read as if such invalid provision(s) were omitted.
- 12.4. The headings in this Agreement have been included for convenience of reference only, do not form part of this Agreement, and are not intended to interpret, define or limit the scope or meaning of this Agreement or any of its provisions.
- 12.5. Time is of the essence of this Agreement in all respects.

#### **SCHEDULES**

Schedules A, B and C are attached to and form part of this Agreement.

**IN WITNESS WHEREOF** the parties have executed this Agreement effective the day and year written below:

# SIGNED AND DELIVERED BY THE FACILITY:

Name and Title:	
(Please print name an	nd title)
Signature:	Date:
in the presence of:	
Name of Witness: (Please print name of witness)	
Signature:	
AND SIGNED ON BEHALF OF ICBC:	
Name and Title: Dylan Michael, Manager, Driver Training Industry Support	
Signature:	Date:
EFFECTIVE DATE OF AGREEMENT:	
EXPIRY DATE OF AGREEMENT:	

# Schedule A – Course Requirements

The following are the requirements which must be met and maintained by the Facility at all times during the term of this Agreement in order to operate as an Instructor Training Facility and Certify Trainees under the terms of this Agreement.

# 1. General Requirements

- 1.1. The Facility must be a legal entity, in compliance with all applicable requirements for registration under the British Columbia Company Act, Partnership Act or any other applicable law.
- 1.2. The Facility must use only course curriculum, facilities, equipment, and assessments that have been approved as acceptable by ICBC.
- 1.3. The Facility must conduct a minimum of one ITC Course during any two-year period. If more than two years elapses between the end of a course and the start of the next course, ICBC may require the Facility to conduct and qualify on an assessment of a Pilot Course as a condition of renewal of this Agreement.
- 1.4. ICBC reserves the right to waive or change the minimum in paragraph1.3 above where the Facility applies to ICBC in writing and provides acceptable reasons for such a waiver or change.
- 1.5. The Facility must submit its training program to ICBC for approval and any changes subsequent to this approval must be resubmitted to ICBC for further approval. Once approved by ICBC, the training program will become part of the ITC Course.
- 1.6. The Facility must, upon request, submit to ICBC information about their training program including, but not limited to:
  - 1.6.1. Course outline and schedule in a format acceptable to ICBC
  - 1.6.2. Lesson plans, course materials, tests and resources used in the course; and
  - 1.6.3. Dates, times and locations where the program will be conducted.

#### 2. Instructor Trainer Qualifications

- 2.1. All Instructor Trainers must maintain knowledge and skills through a combination of instruction and refresher training that is acceptable to ICBC.
- 2.2. Instructor Trainers may have their teaching ability evaluated from time-to-time as required by ICBC.
- 2.3. For instructor training in a classroom setting, Instructor Trainers must:
  - 2.3.1. Hold, and have held for at least three years, a valid Class 5/7 driver training instructor's licence permitting the conduct of theoretical and practical training, or have a combination of training and experience that is acceptable to ICBC;
  - 2.3.2. Have a GLP Practical Designation and GLT Theory Designation on their instructor's licence:
  - 2.3.3. Provide proof of at least 500 hours of practical Class 7 learner driver training experience and at least 100 hours of Class 5/7 classroom teaching experience; or have a combination of training and experience that is acceptable to ICBC;
  - 2.3.4. Successfully qualify on a classroom teaching evaluation and a practical teaching evaluation conducted by ICBC.
- 2.4. For instructor training in a practical setting, Instructor Trainers must:
  - 2.4.1. Hold and have held for at least three years, a valid Class 5/7 driver training instructor's licence permitting the conduct of practical training; or have a combination of training and experience that is acceptable to ICBC;
  - 2.4.2. Have a GLP Practical Designation on their instructor's licence;
  - 2.4.3. Provide proof of at least 500 hours of practical Class 7 learner driver training experience; or have a combination of training and experience that is acceptable to ICBC;
  - 2.4.4. Successfully qualify on a practical teaching evaluation conducted by ICBC.
- 2.5. Trainers that only hold a GLP Practical Designation may conduct introductions and debriefs with their Trainees about practical training in a classroom setting without holding a GLT Theory Designation.

# 3. Mentoring of Instructor Trainers

- 3.1. The Facility may train Driver Training Instructors to become Instructor Trainers, prior to them passing a teaching evaluation conducted by ICBC, under the following conditions:
  - 3.1.1. Licenced instructors who meet the requirements in 2.3 may teach in the classroom theory portion of the ITC Course as part of a mentoring process, as long as a qualified classroom Trainer is present.
  - 3.1.2. Licenced instructors who meet the requirements in 2.4 may teach in the practical portion of the ITC Course as part of a mentoring process, as long as a qualified practical trainer is present.

#### 4. Minimum Course Time

- 4.1. The ITC Course must provide, at a minimum:
  - 4.1.1. For individual one-on-one training:
    - 4.1.1.1. At least 20 hours of classroom theory instruction;
    - 4.1.1.2. At least 35 hours of practical instruction; and
    - 4.1.1.3. At least 30 hours of additional flexible time as approved by ICBC.
  - 4.1.2. For classroom theory training with two or more Trainees, at least 25 hours of instruction:
  - 4.1.3. For practical training with two trainees:
    - 4.1.3.1. At least 50 hours of practical instruction; and
    - 4.1.3.2. At least 25 hours of additional flexible time as approved by ICBC;
  - 4.1.4. For practical training with three trainees:
    - 4.1.4.1. At least 55 hours of practical instruction; and
    - 4.1.4.2. At least 25 hours of additional flexible time as approved by ICBC.
- 4.2. The Facility must deliver its ITC Course in a manner that meets the following requirements:

- 4.2.1. Not deliver more than two hours of continuous practical instruction to a Trainee without a minimum 15 minute break;
- 4.2.2. Not deliver more than 90 minutes of continuous classroom instruction to a Trainee without a minimum 10 minute break;
- 4.2.3. Not deliver more than 7.5 hours of instruction to a Trainee in any one day;
- 4.2.4. Not include the following toward minimum required course time:
  - 4.2.4.1. Time spent on meal breaks or other rest periods;
  - 4.2.4.2. Time used to conduct final formal practical assessments; or
  - 4.2.4.3. Time used by the Trainee to observe the required minimum of six hours of live Class 7 learner practical driver training.

#### Classroom standards

- 4.3. The Facility must adhere to the following classroom standards:
  - 4.3.1. Provide a learning space equipped with a seat and solid writing surface for each Trainee in a classroom;
  - 4.3.2. Provide classroom space that is used exclusively as a classroom while a class is in session:
  - 4.3.3. Provide a minimum of 1.5 square meters (16.15 sq. ft.) of floor space, exclusive of space taken up by furniture or equipment, for each Trainee in a classroom:
  - 4.3.4. Provide a minimum of four square meters (43.06 sq. ft.) of floor space for each instructor in a classroom; and
  - 4.3.5. Not instruct more than 20 Trainees in any one classroom session.
- 4.4. The Instructor Trainer must be present in the classroom during classroom instruction.

# 5. Practical training standards

- 5.1. All vehicles used by the Facility for the conduct of training and assessments under this Agreement must be:
  - 5.1.1. Licenced and appropriately insured, mechanically safe, and meet all applicable safety standards. The Facility must maintain records

of inspection and repair of these vehicles in a form acceptable to ICBC;

- 5.1.2. Approved by ICBC as appropriate for the training provided.
- 5.2. A portion of the ITC Course must be conducted in a driver training vehicle equipped as specified in the Motor Vehicle Act and Regulations, including Division 27.09(1) of the Regulations.
- 5.3. The Instructor Trainer must not instruct more than three Trainees in a vehicle except when using a passenger van to update Trainee's driving skills and knowledge or teach route planning.
- 5.4. All vehicles used for training must be equipped with an auxiliary rearview mirror firmly mounted so as to give the person sitting in the passenger seat a clear and unobstructed view of the highway to the rear of the vehicle and separate from mirrors that the vehicle was originally equipped with when manufactured.
- 5.5. The Instructor Trainer must be present to supervise all practical training, except for practice time allowed under Flexible Time, as approved by ICBC in the Class 5 Instructor Training Certification Curriculum.

# 6. Trainee prerequisites

- 6.1. Prior to starting the Approved ITC Course:
  - 6.1.1. The Facility must obtain a copy of each Trainee's written authorization from ICBC to undertake training;
  - 6.1.2. Each trainee must undergo and qualify on a driving assessment and knowledge assessment administered by the Facility.

## 7. Trainee Competency Checkpoints

7.1. The Facility must assess and record Trainee progress at the mid-point of practical training, using the Competency Checklist, and provide each Trainee with individual feedback as to their progress towards meeting course competencies.

## 8. Course Evaluation

8.1. The Facility must provide each Trainee with an opportunity to provide formative written feedback on the course and the instruction within the first 16 hours of the course, so that feedback may be used by the

- Trainer to adjust the course, as needed, to support the learning needs of the Trainees.
- 8.2. The Facility must provide each Trainee with an opportunity to anonymously evaluate the total course, and the instruction, so that feedback may be used by the Facility for continual improvement and/or to monitor customer satisfaction.

# 9. Guest Speakers and Non-Licenced Instructor Assistants

- 9.1. Individuals other than licenced instructors (e.g., education and training expert) may provide theory training in the classroom up to a maximum of 10% of classroom theory time, provided an instructor trainer is present and supervising the delivery of theory training.
- 9.2. Individuals other than licenced instructors (e.g., expert trainers from another jurisdiction) may provide practical training up to a maximum of 10% of practical training time, provided an instructor trainer is present and supervising the delivery of practical training.

# 10. Use of driver training students in instructor training

- 10.1. The Facility may allow Trainees to teach Driver Training Students under the following conditions:
  - 10.1.1. Students are allowed to opt out of having an Instructor Trainee teach them:
  - 10.1.2. Students, and parents/guardians of students less than 19 years of age, have been informed in writing about the roles and responsibilities of the Instructor Trainer, and of the Instructor Trainee, and have agreed by signing to receive a specified amount of the training from an Instructor Trainee;
  - 10.1.3. The Trainee has demonstrated to the Instructor Trainer the knowledge and teaching ability needed to effectively deliver the lesson;
  - 10.1.4. The Instructor Trainer is present, and is responsible for ensuring that the Student receives effective and appropriate instruction;
  - 10.1.5. For teaching a student who holds a Class 7 learner's licence:
    - 10.1.5.1. The Instructor Trainee must be at least 25 years of age if sitting beside the Student;

10.1.5.2. Instructor Trainees under 25 years of age must provide instruction from the back seat, with the Instructor Trainer sitting beside the Student.

# **Schedule B - Assessment Standards**

The Facility must meet and maintain at all times during the term of this Agreement the Assessment standards set out in this Schedule.

#### 1. Assessment Officers

- 1.1. Assessment Officers must:
  - 1.1.1. Meet all Instructor Trainer requirements set out in Schedule A.
  - 1.1.2. Upon application as an Assessment Officer, provide proof of having conducted an additional 2000 hours of Class 5/7 driver training including a minimum of 1000 hours of Class 5/7 theory driver training, or have a combination of training and experience that is acceptable to ICBC
  - 1.1.3. Have held for a minimum of five years a Driver Training Instructor licence permitting the conduct of theoretical and practical training for the licence classes which they instruct, or have equivalent driver training or driver safety experience acceptable to ICBC; and
  - 1.1.4. Maintain their knowledge, skills and abilities through a combination of Assessment activity and refresher training acceptable to ICBC.

# 2. Assessment Consistency

- 2.1. Every Assessment Officer must use the standards approved by ICBC to objectively score each examination.
- 2.2. Assessments must be scored and results recorded on forms prescribed by ICBC.
- 2.3. Assessments must be conducted in a driver training vehicle equipped as required in the Motor Vehicle Act Regulations, Division 27.09(1).
- 2.4. Assessments must be conducted in English.

# 3. Assessment Requirements

- 3.1. To qualify on the theory portion of the ITC Course, the Trainee must complete at least two written knowledge Assessments, on which the trainee must obtain a score of at least 80% on each Assessment.
  - 3.1.1. Written knowledge Assessments on the theory portion of the ITC Course must allow Trainees to demonstrate their:
    - 3.1.1.1. knowledge of motor vehicle laws, safe driving techniques and habits; and
    - 3.1.1.2. understanding of the principles and theory of the conduct of driver training lessons.
- 3.2. To qualify on the practical portion of the ITC Course, the Trainee must teach a minimum of two driver training lessons, each of at least one hour duration, on which the Trainee must obtain a score of at least 80% on each lesson.
  - 3.2.1. At least one driver training lesson must cover one of the following topics:
    - 3.2.1.1. starting/stopping/steering/shifting
    - 3.2.1.2. backing/starting on a hill
    - 3.2.1.3. parking
    - 3.2.1.4. right and left turns.
  - 3.2.2. At least one driver training lesson must cover one of the following topics:
    - 3.2.2.1. driving in urban traffic
    - 3.2.2.2. driving on highways and freeways
    - 3.2.2.3. another topic approved by ICBC.
  - 3.2.3. Assessments on the practical portion of the ITC Course must allow Trainees to demonstrate their:
    - 3.2.3.1. safe driving techniques and habits;
    - 3.2.3.2. effective techniques to critique students; and

- 3.2.3.3. ability to teach a novice driver the skills required to safely operate a motor vehicle for which a Class 5/7 driver's licence is required.
- 3.3. The scores required on each Assessment in order for a Trainee to qualify for Certification must be approved by ICBC as part of the ITC Course.
- 3.4. The Assessment Officer must confirm the identity of each Trainee by checking each Trainee's photo driver licence prior to conducting final practical assessments.

# 4. Security of Written Examinations

- 4.1. The facility shall maintain security of all written examinations supplied by ICBC by ensuring:
  - 4.1.1. secured storage of electronic and printed examinations; and
  - 4.1.2. that no copies are made or distributed by any means other than for their intended use.

# 5. Issuance of Course Completion Certificate

- 5.1. The Facility must not issue a completion certificate to any Trainee who has not:
  - 5.1.1. passed required examinations;
  - 5.1.2. demonstrated competence in all the required knowledge and skills listed on the Competency Checklist; and
  - 5.1.3. observed a minimum of six hours of live Class 7 learner practical driver training.

# Schedule C - Course Curriculum

The curriculum must include the following learning outcomes and include all topics as listed in the Class 5 Instructor Training Certification Course Curriculum.

#### Professionalism

- 1. Evaluate and develop own knowledge and ability in the driver education field.
  - a. Explain the role of a driver educator.
  - b. Maintain instructor qualifications.
  - c. Use a variety of resources to learn and teach.
  - d. Assess own capabilities and performance.
- 2. Exhibit professional behaviour.
  - a. Identify behaviour that can be characterized as personal or sexual harassment.
  - b. Identify standards of professional behaviour and attitude.
- 3. Maintain student records.

## Traffic safety

- 4. Describe current traffic safety issues.
  - a. Describe the most common crash situations.
  - b. Explain the role of government in traffic safety.
- 5. Explain personal and social factors that affect risk tolerance and driving behaviour.

#### Licensing and legal knowledge

- 6. Explain B.C.'s driver licensing rules, procedures, and standards.
  - a. Explain the Graduated Licensing Program.
  - b. Describe driver licence classifications and restrictions.

- c. Explain road test procedures and standards.
- 7. Explain driving regulations.
  - a. Explain the meaning of all traffic control devices including signs, signals, and road markings.
  - b. Explain driving laws and practices.
  - c. Explain the reasons for driving laws and regulations.
  - d. Explain fines and penalties concerned with driving.
  - e. Explain the procedures to be taken when involved in a crash or when arriving at the scene of a crash.
- 8. Explain ICBC approved Class 7 course standards and requirements.
  - a. Explain, in general terms, the content of the Mapping a Safe Course curriculum.
  - b. Explain the rules for offering an approved course.

# Vehicle knowledge

- 9. Ensure that the driver training vehicle meets legal requirements.
- 10. Explain the meaning and use of all vehicle instruments, warning lights, and controls.
- 11. Explain vehicle systems and devices related to safety.
- 12. Demonstrate a complete passenger vehicle pre-trip inspection.

## Teaching and assessment

- 13. Create an environment that promotes learning.
  - a. Explain principles of effective driver education.
  - b. Understand how people learn.
  - c. Describe student characteristics and challenges and determine ways to adapt teaching.
  - d. Use effective communication skills.

- e. Work with parents/supervisors to support students' learning.
- 14. Use a variety of teaching methods to address different needs and learning styles.
  - a. Ask good questions.
  - b. Use visual aids.
  - c. Demonstrate and explain.
  - d. Provide direct instruction.
  - e. Use commentary driving.
  - f. Transfer responsibility to the learner.
  - g. Use learning games, scenarios and stories.
  - h. Use group activities.
- 15. Use a variety of assessment and feedback techniques.
  - a. Demonstrate assessment methods.
  - b. Use feedback techniques.
  - c. Use formal assessment.
  - d. Develop student self-assessment skills.
- 16. Plan and deliver learning activities.
  - a. Conduct a student learning needs assessment.
  - b. Develop lesson plans.
  - c. Deliver well-structured and logically sequenced driving lessons.
- 17. Maintain a safe learning and working environment.
  - a. Assess student's physical and emotional fitness to drive.
  - b. Use appropriate routes, situations, and roadside stops for the needs and ability of the student and to avoid conflict with property owners.
  - c. Give clear route directions.
  - d. Maintain awareness of the driving and teaching environment.
  - e. Intervene appropriately to maintain safety.
  - f. Manage the risk of violence in the learning environment.
  - g. Handle emergencies.

- 18. Explain how the physics of driving affects vehicle control.
- 19. Demonstrate and explain all driving tasks safely, legally and smoothly in a variety of traffic and roadway conditions.