



**AGREEMENT BETWEEN
INSURANCE CORPORATION OF BRITISH COLUMBIA
AND
CLASS [Class applying for]
INSTRUCTOR TRAINING 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 authorized under Motor Vehicle Act Regulations B.C. Reg. 26/58 (hereafter referred to as MVAR B.C. Reg. 26/58) to approve a person or entity to provide a course of training or education for practical driver training or theoretical driver training, or both, to qualify a person for a driver training instructor's licence;
- B. ICBC is authorized under MVAR B.C. Reg. 26/58 to establish guidelines for the training of driver training instructors, including curriculum, facilities and equipment, and to monitor the conduct of instructor training courses or education;
- C. ICBC seeks to ensure that a person who qualifies for a driver training instructor's licence or designation at an ICBC-approved instructor training facility has the necessary skills, knowledge and ability to train drivers in accordance with ICBC-approved standards;

- D. An instructor training facility has a comprehensive course of training or education for driver training instructors to qualify a person for a driver training instructor's licence;
- E. An instructor training facility is able to assess the competence of a person to qualify for a driver training instructor's licence, a certificate of qualification, or designation on a driver training instructor's licence, in accordance with ICBC standards;

NOW THEREFORE, ICBC and the Facility, in consideration of the mutual duties and responsibilities to one another contained in this Agreement, agree to the following:

1. DEFINITIONS:

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

“Air Brake Instructor Certificate of Qualification” means a certificate issued by ICBC to a person who has been approved to provide a Trainee with a course of Practical and/or Theoretical Driver Training or education specific to a vehicle air brake system.

“Approved Course” means a course of training or education approved by ICBC and conducted by an Instructor Training Facility, in accordance with this Agreement, for a person to qualify to be issued a Driver Training Instructor's licence for Class 1, a Class 6/8, or for an Air Brake Instructor Certificate of Qualification, or for any applicable designations on a Driver Training Instructor's licence, and includes all Assessments for that category of Driver Training Instructor's licence, Air Brake Instructor Certificate of Qualification, or designation, as the case may be. For greater clarity, the Class 1 MELT Orientation Course defined in this section is considered part of the Approved course of training for an applicant for a Class 1 Driver Training Instructor's licence.

“Assessment”, “Assessed”, “Assess” means an evaluation of a Trainee for a Driver Training Instructor's licence made by an Assessment Officer employed or contracted by the Instructor Training Facility, and conducted in accordance with ICBC standards and the requirements set out in Schedule B of this Agreement, in order to determine whether a Trainee meets ICBC's standards of competence to be issued a Driver Training Instructor's licence, an Air Brake Instructor Certificate of Qualification, or for a designation on a Driver Training Instructor's licence, as the case may be.

“Assessment Officer” means a person employed or contracted by the Instructor Training Facility to conduct Assessments of a Trainee for a Driver Training Instructor's licence, an Air Brake Instructor Certificate of Qualification,

or for a designation on a Driver Training Instructor's licence, 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 Driver Training Course Completion Certificate (ICBC form MV2499) by the Instructor Training Facility to a Trainee for a Driver Training Instructor's licence, or for any applicable designation on a Driver Training Instructor's licence, who has successfully completed the Approved Course, and been Assessed by the Instructor Training Facility as meeting ICBC's standards to be issued a Driver Training Instructor's licence, or a designation on a Driver Training Instructor's licence, as the case may be. In the case of an Air Brake Instructor Certificate of Qualification, the term refers to confirmation provided to ICBC by the Facility that the applicant has successfully completed the Approved Course and all required Assessments.

"Class 1 MELT Orientation Course" means an instructor training course referred to in section 27.07(1)(c)(i)(D) of the MVAR B.C. Reg. 26/58 approved by ICBC to qualify an applicant for a Driver Training Instructor's licence to teach the Class 1 Mandatory Entry-Level Training (MELT) course as provided for in section 30.011 of the MVAR B.C. Reg. 26/58.

"Driver Training Instructor" means a person who teaches the driving or operation of a motor vehicle as defined in the MVAR B.C. Reg. 26/58.

"Instructor Trainer" has the same meaning as set out in Division 27 of the MVAR B.C. Reg. 26/58.

"Instructor Training Facility" has the same meaning as set out in Division 27 of the MVAR B.C. Reg. 26/58 (referred to as the Facility).

"Practical Driver Training" means driver training conducted in or around a motor vehicle;

"Signing Authority" means a person entrusted by the Facility to sign forms or to maintain records on behalf of the Facility.

"Theoretical Driver Training" means driver training conducted in a classroom setting, through a method of instruction that relies on indirect communication between students and an Instructor Trainer, over the internet or through another electronic method, or a combination of methods described here.

"Trainee", "Trainees" means a person approved by ICBC to receive an Approved Course of training or education for Practical Driver Training or

Theoretical Driver Training, or both, to qualify for a Driver Training Instructor's licence at a Facility.

“Training Program” or **“Training”** means the course of instruction delivered by the Facility to prepare a Trainee to undertake an Assessment, and includes the minimum standards and training requirements set out in Schedules A and C.

2. TERM OF AGREEMENT:

- 2.1. This Agreement is effective on the Effective Date noted at the end of this Agreement and shall remain in effect until midnight of the expiry date of the Facility's driver training school licence, unless terminated earlier by ICBC or the Facility in accordance with this Agreement.
- 2.2. Prior to expiry of the term of this Agreement, the Facility must apply to ICBC in writing and submit an annual report in a form acceptable to ICBC if it wishes to continue as an approved Facility.
- 2.3. The Facility's continued approval as a 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 AGREEMENT:

- 3.1. ICBC authorizes the Facility to Certify Trainees who successfully complete the Approved Course offered by the Facility, as candidates for licensing by ICBC with a Class 1 Driver Training Instructor's licence, a Class 6/8 Driver Training Instructor's licence, an Air Brake Instructor Certificate of Qualification, and/or a designation on a Driver Training Instructor's licence.
- 3.2. In the case of an applicant for a Class 1 Driver Training Instructor's licence for Practical or Theoretical Driver Training, ICBC authorizes the Facility to Certify Trainees who successfully complete the Class 1 MELT Orientation Course referred to in Schedule C of this Agreement.
- 3.3. ICBC may, in its sole discretion, waive the requirements for further examinations for Driver Training Instructors Certified by the Facility under paragraph 3.1.
- 3.4. Despite the foregoing, ICBC reserves the right, in its sole discretion, to require the following:

- 3.4.1. that a Trainee trained under this Agreement be required to take additional Training as specified by ICBC from time-to-time, in order to be licensed as a Driver Training Instructor, Certified as an Air Brake Instructor, or to receive a designation on a Driver Training Instructor's licence;
 - 3.4.2. that a Trainee trained under this Agreement be examined by an ICBC representative, as to the Trainee's fitness and ability to act as a Driver Training Instructor pursuant to MVAR B.C. Reg. 26/58;
 - 3.4.3. that the Facility revise its Training Program, should ICBC change its requirements for course content and/or delivery method;
 - 3.4.4. that the Facility revise the content and conduct of its Assessments, should ICBC change its requirements for Assessment content and/or delivery method.
- 3.5. 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, an Air Brake Instructor certificate, or a designation on a Driver Training Instructor's licence, without compliance by the Trainee with any medical or driver fitness requirements, or other requirements established by the Superintendent of Motor Vehicles, or by ICBC at their sole discretion.

4. RESPONSIBILITIES OF ICBC:

- 4.1. ICBC is solely responsible for licensing Driver Training Instructors under the MVAR B.C. Reg. 26/58. 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 MVAR B.C. Reg. 26/58, 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 from time to time in its sole discretion, to ensure that the Assessment standards of the Facility are fair and consistent with the expectations and standards set out by ICBC, and that the Facility is otherwise in compliance with the terms of this Agreement.

5. RESPONSIBILITIES OF THE FACILITY:

- 5.1. The Facility shall comply with and maintain at all times during the term of this Agreement the Eligibility Standards as set out in Schedule A attached hereto and applicable sections of the MVAR B.C. Reg. 26/58 at all times.
- 5.2. The Facility shall comply with and maintain at all times during the term of this Agreement the Assessment Standards as set out in Schedule B attached hereto.
- 5.3. All vehicles used by the Facility for the conduct of training and Assessments under this Agreement must be 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.
- 5.4. The Facility will ensure that Class 1 and 6/8 Trainees have received written approval from ICBC prior to commencement of training.
- 5.5. The Facility shall maintain records as required under the terms of this Agreement, and as set out in the applicable sections of the MVAR B.C. Reg. 26/58.
- 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, telephone number or fax number of the Facility or of its registered office changes.
- 5.9. The Facility shall not state or imply that issuance of a Driver Training Instructor's licence, an Air Brake Instructor Certificate of Qualification, or a designation on a Driver Training Instructor's licence is guaranteed upon completion of the Facility's Training and Assessment program or upon Certification by the Facility.
- 5.10. The Facility shall not advertise, state or imply that the Facility, its employees, or its contractors are recommended or endorsed by ICBC or the government, except that the words "Instructor Training Course approved by ICBC" may be used.
- 5.11. 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.

- 5.12. The Facility shall not advertise or cause to issue any advertising that does not contain the name of the Facility.
- 5.13. The Facility shall provide written notice to each Trainee that:
 - 5.13.1. Certification does not guarantee that ICBC will issue a Driver Training Instructor's licence, an Air Brake Instructor Certificate of Qualification, or a designation on a Driver Training Instructor's licence;
 - 5.13.2. ICBC may require a Certified Trainee to be re-examined by ICBC;
 - 5.13.3. ICBC will have access to the Trainee's Training and Assessment records.
- 5.14. The Facility shall only deliver the Approved Course and Certify competence of a Trainee 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.
- 5.15. The Facility shall issue a Driver Training Course Completion Certificate using ICBC form MV2499 to an applicant for a Class 1, and/or Class 6/8 Driver Training Instructor's licence, or applicant for a designation on a Driver Training Instructor's licence who successfully completes the Approved Course and all applicable Assessments.
- 5.16. The Facility shall apply to ICBC in writing for approval of each person who will act as Instructor Trainer, Assessment Officer or Signing Authority, prior to their acting as Instructor Trainer, Assessment Officer or Signing Authority under the terms of this Agreement.
- 5.17. The Facility shall apply to ICBC in writing for approval of any changes to the names of Instructor Trainers, Assessment Officers or Signing Authorities, prior to their acting as Instructor Trainer, Assessment Officer or Signing Authority under the terms of this Agreement.
- 5.18. The Facility's application for approval of each Assessment Officer or Signing Authority must include the sample signature of each proposed Assessment Officer or Signing Authority.
- 5.19. 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.

- 5.20. 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.
- 5.21. The Facility shall notify ICBC immediately of any factors of which the Facility is aware that may affect a Trainee's ability to operate a motor vehicle or act as a Driver Training Instructor.
- 5.22. The Facility represents and warrants that it has the specialized skills and knowledge to carry out a Training Program and Certification of a Trainee for a Driver Training Instructor's licence, an Air Brake Instructor Certificate of Qualification, or a designation on a Driver Training Instructor's licence.
- 5.23. 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.

6. MONITORING AND REPORTING:

- 6.1. The Facility shall maintain the following records of its activities under this Agreement for a period of at least six years:
 - 6.1.1. Training records, which shall include the Trainee's name, address, driver's licence number, the category of training, a copy of ICBC's authorization of training, the date, time and length of each lesson, name of the course element or subject taught, the name of each Instructor Trainer and Assessment Officer, all Assessment grades, and the fees charged for each lesson of the Training Program;
 - 6.1.2. Assessment records, which shall include the Instructor Trainer's name and the Assessment Officer's name, the Trainee's name, address, driver's licence number, class of driver's licence, date and time of each Assessment, the name of the course element or subject being Assessed, and a copies of all Assessment results forms;
 - 6.1.3. Records of each Instructor Trainer, which shall include the Instructor Trainer's name, date of birth, driver's licence number, class of driver's licence, copy of the Instructor Trainer's driver's abstract

dated within the past year, and dates and hours of any instruction conducted and dates of any refresher training;

- 6.1.4. Assessment Officer records, which shall include name, date of birth, driver's licence number, the names of the course elements or subjects of refresher training, dates and hours of Assessments conducted and dates of refresher training taken;
- 6.1.5. Records of all vehicles used for Training and Assessments, which shall include a copy of each vehicle's registration documents and proof of insurance coverage;
- 6.2. The Facility shall, during regular business hours and at all other reasonable times, permit ICBC or its designates to do the following:
 - 6.2.1. Visit and inspect the premises used for operation of the Facility;

Examine all records, and all materials and equipment used in the operation of the Facility;
 - 6.2.2. Attend and monitor the conduct of Training and/or Assessments;
 - 6.2.3. 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.
 - 6.2.4. Inspect vehicles used for the operation of the Facility as it relates to the Training Program and Assessments as deemed necessary by ICBC from time to time.
- 6.3. Within 10 calendar 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 OF AGREEMENT:

- 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:

- 7.2.1. At any time by giving not less than 30 calendar days' notice in writing to the Facility;
 - 7.2.2. Despite 7.2.1, if the Facility contravenes any condition or provision of this Agreement, or the Facility or any of its personnel is convicted of an offence, with or without notice in writing; or
 - 7.2.3. Immediately if the Facility's driver training school licence is suspended or cancelled.
 - 7.2.4. Immediately if the Facility: (a) is bankrupt, insolvent, or unable to discharge its liabilities as they become due; (b) commences, maintains or is subject to any proceedings for the benefit of insolvent debtors or for protection from its creditors or relating to its liquidation, dissolution or winding-up or insolvency or the appointment of a receiver, receiver-manager or similar officer or custodian for such Facility or all or any material part of its assets or business; (c) makes an assignment for the benefit of all or substantially all of its creditors; (d) suspends or ceases, or threatens to suspend or cease, to carry on its business in the normal course; or (e) is subject to any liquidation, winding-up or dissolution.
- 7.3. If, in ICBC's opinion, the Facility is not applying standards fairly and consistently, or is not in compliance with the terms of this Agreement, ICBC may, in its sole discretion either:
- 7.3.1. Provide the Facility with notice in writing of the problems and give the Facility such period of time as ICBC sees fit to remedy the problems to ICBC's satisfaction, failing which ICBC will terminate this Agreement at the end of such notice period; or
 - 7.3.2. Immediately terminate this Agreement.
- 7.4. For greater certainty, and without limiting the generality of the foregoing, if ICBC terminates this Agreement under paragraph 7.2 or 7.3 or in any other manner permitted under this Agreement, the Facility will not be entitled to a show cause hearing.
- 7.5. The Facility may not deliver Assessments or Certification after this Agreement ends or is terminated. Despite the terms of this section 7.5:
- 7.5.1. If the Instructor Training Facility Agreement expires at any point during a Training Program for a Trainee, which includes the

Approved Course and any Assessment(s), the Facility may keep Training the Trainees while it renews or restarts the Agreement.

7.5.2. As it relates to 7.5.1, ICBC may allow continuation of Training and Assessing of existing Trainees in certain cases where ICBC has terminated the Agreement, at ICBC's discretion.

7.5.3. In the cases of 7.5.1 and 7.5.2 above, the Facility cannot accept or start Training or Assessing any new Trainees if this Agreement expires or terminates. In those cases, the Facility must renew or restart the Agreement.

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 48 hours after mailing in British Columbia.

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.

9.2. This Agreement supersedes and replaces all previous agreements between ICBC or the Superintendent of Motor Vehicles and the Facility relating in any manner to the authority to Assess and Certify Trainees as to their competency as Driver Training Instructors for Class 1, Class 6/8, or for an Air Brake Instructor Certificate of Qualification, or for a designation on a Driver Training Instructor's licence.

9.3. Except as otherwise noted in this Agreement, no other terms or conditions shall form a part hereof, and this Agreement shall not be modified except by subsequent agreement in writing, duly signed by both parties.

10. ASSIGNMENT:

10.1. The Facility may not assign this Agreement or any part of it without the prior written approval of ICBC.

10.2. Any change in the control of the Facility shall be deemed to be an assignment.

11. BINDING EFFECT:

11.1. This Agreement shall enure to the benefit of, and be binding upon, their respective parties, their successors and permitted assigns.

12. ARBITRATION:

12.1. 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 *Arbitration Act SBC 2020 c.2*.

13. INTERPRETATION:

13.1. In this Agreement, unless expressly provided or the context otherwise requires, words importing the masculine gender include the feminine and neuter gender and vice versa, and words in the singular include the plural and vice versa.

13.2. 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.

13.3. The invalidity of any particular provision of this Agreement shall not affect any other provision and the Agreement shall be read as if such invalid provision were omitted.

13.4. 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.

13.5. Time is of the essence of this Agreement in all respects.

14. COUNTERPARTS:

14.1. This Agreement: (a) may be executed in counterparts (each of which will be deemed to be an original copy, and all of which together will be deemed to be one and the same copy); (b) may be executed with electronic signatures of any kind (which will be deemed to have the same force and effect as physical signatures); (c) may be expressed, and delivered to the other parties, in any standard electronic file format (which will be deemed to have the same force and effect as physical expression and delivery); and (d) will only be binding if signed by each of the parties and delivered to the other parties.

[SIGNATURE PAGE TO FOLLOW]

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 and title)

Signature: _____ Date: _____

in the presence of:

Name of Witness: _____
(Please print name of witness)

Signature: _____ Date: _____

AND SIGNED ON BEHALF OF ICBC:

Name and Title: Craig Stirling, Manager, Driver Training Industry Support

Signature: _____ Date: _____

EFFECTIVE DATE OF AGREEMENT: _____ **EXPIRY**

DATE OF AGREEMENT: _____

Schedule A - Eligibility Standards

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 *Business Corporations Act* SBC 2002 c. 57, *Partnership Act* RSBC 1996 c. 348, or any other applicable law.
- 1.2. If required under the *Private Training Act* SBC 2002 c. 5, the Facility must be registered with the Private Training Institutions Branch.
- 1.3. The Facility must use only course curriculum, facilities, vehicles and equipment that have been approved as acceptable by ICBC.

2. Training Program

- 2.1. The Facility must submit its Training Program to ICBC for approval. Once approved by ICBC, the Training Program will become part of the Approved Course.
- 2.2. The Training Program must provide, at a minimum:
 - 2.2.1. For Class 1 Driver Training Instructor courses delivered to Trainees who are either upgrading from a Class 5/7 Driver Training Instructor's licence or currently enrolled in the Facility's Class 5/7 instructor training program — 40 hours of combined Training to deliver Theoretical and Practical Driver Training instruction. This 40 hours may include the time for conduct of the required written and practical Assessments on the Theoretical and Practical Driver Training portions of instruction;
 - 2.2.2. For an applicant of a Class 1 Driver Training Instructor's licence for Practical or Theoretical Driver Training instruction, at least 14 hours of Theoretical Driver Training instruction under the Class 1 MELT Orientation Course referred to in Schedule C of this Agreement, which is in addition to the training described in 2.2.1;
 - 2.2.3. For Class 6/8 Driver Training Instructor courses — at least 40 hours of Theoretical Driver Training instruction and 40 hours of Practical Driver Training instruction, both of which may include time to conduct the required written and practical Assessments on the

Theoretical and Practical Driver Training portions of instruction;

- 2.2.4. For Air Brake Instructor courses — at least 35 hours of Training which may include time to conduct the required written and practical Assessments.
- 2.3. The Facility must deliver its Training Program in a manner that meets the following requirements:
 - 2.3.1. Not include time spent on breaks;
 - 2.3.2. Provide a minimum 10 minute break after 90 minutes of instruction or 15 minute break after 2 hours of instruction.
 - 2.3.3. Not instruct more than 15 Trainees per Instructor Trainer and/or Assessment Officer in any one classroom session, and in the case of theory instruction that relies on an electronic method of instruction and/or indirect communication between Trainees and the Instructor and/or Assessment Officer, not more than 10 Trainees;
 - 2.3.4. Limit the instruction of Trainees per Instructor Trainer in any one practical training session;
 - 2.3.4.1. to not more than four Trainees for Class 6/8 Instructor or for Air Brake Instructor training;
 - 2.3.4.2. to not more than two Trainees for Class 1 Instructor training;
 - 2.3.5. Provide classroom space that is conducive to learning and that is:
 - 2.3.5.1. used exclusively as a classroom while a class is in session;
 - 2.3.5.2. equipped with appropriate teaching aids;
 - 2.3.5.3. equipped with a seat and solid writing surface for each Trainee.
 - 2.3.5.4. has accessible emergency exits and clean accessible washroom facilities;
 - 2.3.5.5. includes conveniently located and available electrical outlets;
 - 2.3.5.6. has adequate lighting, heating/cooling systems and proper ventilation;

- 2.3.5.7. has enough space to comfortably accommodate the number of expected students, which is defined as:
 - (1) a minimum of 1.5 square m. (16.15 square ft.) of floor space for each student in a classroom; and
 - (2) a minimum of 4 square m. (43.06 square ft.) of floor space for each instructor or Assessment Officer in a classroom;
- 2.3.5.8. has audio-visual equipment for presentations and videos, where any screen size is large enough for all students to clearly see what is presented, and where the audio is clear and loud enough for all students to clearly hear;
- 2.3.5.9. Facilities where Training is to take place must meet all occupational health and safety regulations, any Provincial health orders in effect at the time, and applicable municipal by-laws.
- 2.3.6. All Theory and Practical Driver Training must be taught prior to the conduct of Assessments on the Practical Driver Training portion of an Approved Course.
- 2.3.7. If delivering the Class 1 MELT Orientation Course Training via web-conference, a maximum of 4 hours per day is allowed.
- 2.3.8. Each Trainee for an Air Brake Certificate of Qualification must complete the Approved Course within not less than five days and not more than 30 days, unless otherwise authorized in writing by ICBC.
- 2.3.9. Each Trainee must complete the Class 1 or Class 6/8 Approved Course including the qualifying Assessments, in no more than 365 days from the Approved Course start date, unless otherwise authorized in writing by ICBC;
- 2.3.10. Provide training in vehicles that are approved by ICBC as appropriate for the training provided, including:
 - 2.3.10.1 For Class 1 training, a tractor and semi-trailer vehicle combination or B-train with the following configuration:
 - 2.3.10.1.1. a minimum 13-speed manual transmission;

2.3.10.1.2. combination vehicle with a loaded weight of at least 32,000 kg GVW;

2.3.10.1.3. tractor and trailer must each have a valid inspection certificate;

2.3.10.1.4. full air brake system on both tractor and trailer(s);

2.3.10.1.5. minimum tandem axle tractor and a tandem axle trailer(s);

2.3.10.1.6. 5th wheel coupling device with a sliding mechanism; and

2.3.10.1.7. single trailer at least 14.63 m (48 ft.) long, set at a minimum distance of 12.5 m (41 ft.) measured from the kingpin to the centre of the rear axle;

2.3.10.2. For Class 6/8 Training, a motorcycle over 200cc and equipped as specified in the MVAR B.C. Reg. 26/58.

2.3.10.3. For Class 6/8 Practical Driver Training, require the Trainee to wear a reflective vest of a type acceptable to ICBC.

2.3.10.4. For air brake Training, a combination-unit vehicle and a single-unit vehicle equipped with air brakes.

3. Instructor Trainer Qualifications

3.1. All Instructor Trainers must maintain knowledge and skills through a combination of instruction and refresher training that is acceptable to ICBC.

3.2. All Class 1 Instructor Trainers must:

3.2.1. Hold, and have held for at least three years, a valid Class 1 Driver Training Instructor's licence with a designation permitting the conduct of Theoretical and Practical Driver Training, or have a combination of training and experience that is acceptable to ICBC;

3.2.2. Have conducted at least 2000 hours of Class 1 driver training, or have a combination of training and experience that is acceptable to ICBC.

- 3.3. All Class 6/8 Instructor Trainers must:
 - 3.3.1. Hold, and have held for at least one year, a valid Class 6/8 Driver Training Instructor's licence permitting the conduct of Theoretical and Practical Driver Training, or have a combination of training and experience that is acceptable to ICBC;
 - 3.3.2. Have a minimum of five years' experience in the operation of vehicles for which a Class 6 licence is required.
- 3.4. All Air Brake Instructor Trainers must:
 - 3.4.1. Hold, and have held for at least three years, a valid Air Brake Instructor Certificate of Qualification, or have a combination of training and experience that is acceptable to ICBC;
 - 3.4.2. Hold or have held a valid B.C. driver's licence.

4. Trainees

- 4.1. For all Class 1 Trainees, the Facility must ensure that each Trainee either holds a Class 5/7 Driver Training Instructor's licence or is enrolled in the Facility's Class 5/7 instructor Training Program.
- 4.2. For all Class 1 and Class 6/8 Trainees, the Facility must obtain a copy of each Trainee's written authorization from ICBC to undertake Training and all forms and information required under section 27.07 of the MVAR B.C. Reg. 26/58.
- 4.3. For all Trainees for an Air Brake Instructor Certificate of Qualification, the Facility must obtain proof that the Trainee:
 - 4.3.1. is at least 19 years of age;
 - 4.3.2. has a minimum of two years' experience in the operation of air brake- equipped vehicles.

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 Officer Qualifications

- 1.1. The Facility must ensure that all Assessment Officers:
 - 1.1.1. Meet all Instructor Trainer requirements set out in Schedule A for the class of Driver Training Instructor's licence, Certificate of Qualification, or a designation on a Driver Training Instructor's licence, for which they Assess Trainees;
 - 1.1.2. Conduct a minimum of 20 Assessments annually. ICBC reserves the right to waive or change this minimum where the Assessment Officer applies to ICBC in writing and provides acceptable reasons for such waiver or change;
 - 1.1.3. Maintain their knowledge, skills and abilities through a combination of Assessment activity and refresher training acceptable to ICBC.
- 1.2. In addition to the requirements in 1.1, an Assessment Officer for a Class 1 Approved Course and any Assessments must:
 - 1.2.1. Have conducted an additional 2000 hours of driver training for the driver's licence classes for which they instruct including a minimum of 1000 hours of Theoretical Driver Training instruction, or have a combination of training and experience that is acceptable to ICBC; and
 - 1.2.2. Have held for a minimum of five years a Driver Training Instructor's licence permitting the conduct of Theoretical and Practical Driver Training for the driver's licence classes which they instruct, or have equivalent driver training or driver safety experience acceptable to ICBC.
- 1.3. In addition to the requirements in 1.1, an Assessment Officer for a Class 6/8 Approved Course and any Assessments must have held for a minimum of five years a Driver Training Instructor's licence permitting the conduct of Theoretical and Practical Driver Training for the driver's licence classes which they instruct, or have equivalent driver training or driver safety experience acceptable to ICBC.
- 1.4. In addition to the requirements in 1.1, an Assessment Officer for an

Approved Course and any Assessments delivered to a Trainee for an Air Brake Instructor Certificate of Qualification must have taught air brake courses at a recognized driver training facility for at least three years.

2. Assessment Consistency

- 2.1. Every Assessment Officer must use the standards approved by ICBC to objectively score each Assessment.
- 2.2. Assessment procedures must be documented in a policy and procedures manual approved by ICBC and provided to all Assessment Officers. Assessments must be scored and results recorded on forms prescribed by ICBC.

3. Assessments

- 3.1. The number, type and content of Assessments required for each category of Driver Training Instructor's licence, Air Brake Certificate of Qualification, or a designation on a Driver Training Instructor's licence must:
 - 3.1.1. meet current ICBC standards for that category of training;
 - 3.1.2. be submitted to ICBC and approved as part of the Approved Course.
- 3.2. Class 1 Assessments must meet the following minimum standards:
 - 3.2.1. To qualify on the Theoretical Driver Training portion of the Approved Course, the Trainee must complete and obtain a score of at least 80% on at least one written knowledge Assessment.
 - 3.2.2. To qualify on the Practical Driver Training portion of the Approved 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.
 - 3.2.3. Assessments on the Practical and Theoretical Driver Training portions of the Approved 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;
 - 3.2.3.3. ability to teach a driver the skills required to safely operate a motor vehicle for which a Class 1 driver's licence is

required.

- 3.3. Class 6/8 Assessments must meet the following minimum standards:
 - 3.3.1. To qualify on the Practical Driver Training portion of the Approved Course, the Trainee must teach at least one lesson of at least one hour duration on one of the following topics:
 - 3.3.1.1. basic motorcycle operating skills;
 - 3.3.1.2. traffic skills;
 - 3.3.1.3. hazard avoidance skills;
 - 3.3.1.4. riding in traffic;
 - 3.3.1.5. riding in groups or with passengers.
 - 3.3.2. To qualify on the Theoretical Driver Training portion of the Approved Course, the Trainee must complete at least one written Assessment and at least one Practical Driver Training Assessment covering the conduct of Theoretical Driver Training lessons in a classroom.
- 3.4. Air Brake Assessments must meet the following minimum standards:
 - 3.4.1. The Trainee must complete a minimum of two teaching assignments each of at least 45 minutes duration, on which the Trainee must obtain a score of at least 80% on each assignment.
 - 3.4.2. Assessments must allow Trainees to demonstrate their:
 - 3.4.2.1. knowledge of air brake systems;
 - 3.4.2.2. effective techniques to critique students;
 - 3.4.2.3. ability to teach a person to understand and operate vehicle air brake systems.
- 3.5. The scores required on each Assessment in order for a Trainee to qualify for Certification for a Class 1 and/or a Class 6/8 Driver Training Instructor's licence, an Air Brake Instructor Certificate of Qualification, or a designation on a Driver Training Instructor's licence must be approved by ICBC as part of the Approved Course for each category of Driver Training Instructor Training Program.
- 3.6. All vehicles used for an Approved Course and for Assessment purposes

must meet the minimum standards set by ICBC for driver examination with that class of vehicle.

- 3.7. If a Trainee fails to qualify on his or her third attempt at an Assessment, the Facility must discontinue training the Trainee and notify ICBC in writing.
- 3.8. The Facility must retain all Training Program records and Assessment records for each Trainee for a period of six years.

Schedule C - Curriculum Standards

The Facility's current curriculum, as approved by ICBC and as amended from time to time based upon ICBC directives, forms part of this Agreement.

The Training Program curriculum for an applicant for a Class 1 Driver Training Instructor's licence, and for an applicant for an Air Brake Instructor Certificate of Qualification must include, at a minimum, the items and elements set out in this Schedule. A Facility who provides a Training Program for an applicant for a Class 6/8 Driver Training Instructor's licence must contact the ICBC Driver Training Industry Support Unit with respect to the Training Program curriculum.

AIR BRAKE INSTRUCTOR CURRICULUM OUTLINE

Objective of Training:

To achieve an acceptable level of knowledge of air brake systems and understanding of instructor techniques, and ability to conduct air brake courses by:

- reviewing air brake systems;
- learning to prepare lesson plans and use training aids;
- learning the principles and theory of the conduct of air brake courses;
- learning to conduct the lessons required to teach a driver the knowledge and skills required to safely operate motor vehicles equipped with air brakes.

SUBJECT	TIME
Course Introduction	30 minutes
Overview of Communication: <ul style="list-style-type: none">- principles of learning- student behaviour and motivation- ways of learning- uses of senses- understanding attitudes	2 hours
Principles of Instruction: <ul style="list-style-type: none">- instructional methods- stages of learning- learning curves and plateaus- feedback	3 hours

SUBJECT	TIME
Lesson Planning: <ul style="list-style-type: none"> - establishing learning objectives - organization of lesson material - selecting instructional methods - writing lesson plans 	2 hours
Instructor techniques: <ul style="list-style-type: none"> - methods of questioning - group discussions - personal attributes and mannerisms 	3 hours
Course Preparation: <ul style="list-style-type: none"> - training resources - publicity/promotion 	1 hour
Coaching Skills	2 hours
Basic Air Brake Systems: <ul style="list-style-type: none"> - heat, energy, friction, weight, speed, distance, reaction, brake lag and braking distance - engine and brake horsepower - differences between air brakes and hydraulic brakes - force multipliers - compressor and governor - reservoirs - safety valves and one way check valves - foot valves, brake chambers, slack adjusters - brake assembly and adjustment - brake lines - gauges and switches - release and limiting valves 	8 hours

SUBJECT	TIME
Basic Combination Vehicles Air Brake Systems: <ul style="list-style-type: none"> - hand valve and highway valve - emergency systems - tractor protection system - relay valves - tractor and trailer reservoirs - air lines - brake chambers - adjustments and trouble shooting 	2 hours
Dual Braking systems: <ul style="list-style-type: none"> - function and purpose - piping arrangements - modulated spring brake systems - automatic front wheel limiting devices - interlocked dash control valves - spring brake-equipped trailer systems. 	2 ½ hours
Off-Highway Industrial Air Brake systems: <ul style="list-style-type: none"> - Schedules B, L, L75, X, SX. 	2 hours
Air-Actuated Braking Systems	1 hour
Basic Principles of Air Brake Training <ul style="list-style-type: none"> - principles of conduct: <ul style="list-style-type: none"> • acceptable behaviour • sexual harassment awareness • interpersonal skills • avoiding complaints - principles of operation of Air Boards - scheduling lessons 	2 hours
Practice in Conducting Air Brake Course	4 hours
Total Air Brake Instructor Training time must be at least:	35 hours (2100 minutes)

CLASS 1 MELT ORIENTATION COURSE CURRICULUM OUTLINE

For the Class 1 MELT Orientation Course curriculum, use lesson plans and presentation slides provided by ICBC and meet the following minimum content and time requirements. This information is required to be taught in addition to the Approved Course for an applicant for a Class 1 Driver Training Instructor's licence.

SUBJECT	TIME
Session 1 – Introduction and overview of MELT	30 minutes
Session 2 – MELT standards and policies	150 minutes
Session 3 – Practical training	240 minutes
Session 4 – Classroom training	90 minutes
Session 5 - Student assessment and qualification	180 minutes
Session 6 – Ethical issues in driver training	60 minutes
Session 7 – Air brakes revisions	20 minutes
Session 8 – Fuel efficiency and human trafficking course review	30 minutes
Session 9 – MELT orientation course wrap-up	30 minutes
Flexible time	10 minutes
Total Class 1 MELT Orientation Course time must be at least:	840 minutes (14 hours)