UNBC UNIVERSITY OF NORTHERN BRITISH COLUMBIA

BOARD OF GOVERNORS

PUBLIC SESSION AGENDA

Friday, January 31, 2020
Senate Chambers
(Room 1079 Charles J McCaffray Hall)
12:30 PM – 2:00 PM

Members – Joseph Gosnell, Sr. (Chancellor), Daniel Weeks (President and Vice-Chancellor), Ranjana Bird (Faculty Member – CASHS), Kerry Reimer (Faculty Member – CSAM), Allison Beswick (Order in Council), Aaron Ekman (Order in Council), Kapaldev Manhas (Order in Council), C.E. Lee Ongman (Order in Council – CHAIR), Michael Reed (Order in Council), Andrew Robinson (Order in Council – VICE-CHAIR), Barbara Ward-Burkitt (Order in Council), Garfield Staats (Undergraduate Student), Furqana Khan (Graduate Student), Mark Barnes (Employee)

1. Chair's Remarks

- Declarations of Conflict
- Correspondence Received

2. Approval of Agenda

That, the Agenda for the Public Session of the January 31, 2020 meeting of the Board of Governors be approved as presented.

3. Approval of Motions on the Consent Agenda

That the motions on the Consent Agenda, except for those removed for placement on the Regular Agenda, be approved as presented.

4. Approval of Minutes

a. **Public Session Minutes of September 19, 2019** – **page 4**
That, the Public Session Minutes of the September 19, 2019 meeting of the Board of Governors be approved as presented.

5. Business Arising from Previous Public Session Minutes

None

6. Motions for Approval

a. **Agreements, Scholarships, Bursaries and Awards** – D. Ryan – **page 10**

Consent *That, on the recommendation of the Finance and Audit Committee, the Board of Governors approves the agreements, scholarships, bursaries and awards as recommended and approved by the UNBC Senate, for January 2020, as presented.*

b. **2020/2021 UNBC Tuition Fees –** D. Ryan – **page 37**

Whereas s.27(2) of the University Act grants the Board the authority to set, determine and collect fees;

And Whereas the Government of British Columbia's Tuition Limit Policy, limits domestic tuition and mandatory fee increases to the rate of inflation (2%);

Now therefore, on the recommendation of the President, and in compliance with the Government of British Columbia's Tuition Limit Policy; and on the recommendation of the Finance and Audit Committee the Board approves the 2020/2021 Tuition Fee Schedule for the University of Northern British Columbia as presented.

Effective on approval of the Board.

c. **Memorandum of Agreement between Grande Prairie Regional College and the University of Northern British Columbia** – D. Ryan – **page 43**

Consent *That, on the recommendation of the Finance and Audit Committee, the Board of Governors approves the new Memorandum of Agreement between Grande Prairie Regional College and the University of Northern British Columbia, as recommended and approved by the UNBC Senate, as presented.*

d. **Academic and Non-Academic Conduct Student Policy** – H. Sanford – **page 64**
That, on the recommendation of the Governance Committee, the Board of Governors approves the Academic and Non-Academic Conduct Student Policy, as recommended and approved by the UNBC Senate, as presented.

- Student Appeals Procedures – for information – **page 88**
- Academic and Non-Academic Conduct Student Procedures – for information – **page 97**

7. Mandatory and Standing Reports - Public Session

a. **Report of the President – D. Weeks**

- Regular Verbal Report
- Senate Update

(i) **Reports of the Vice-Presidents, verbal**

- Provost and Vice-President Academic – D. Ryan
  - Recruitment & Enrolment Report – **page 107**
  - Academic Restructuring (verbal)
- Vice-President, Finance, People and Business Operations – B. Daigle
  - Deficit Mitigation and Financial Accountability (verbal)
  - Capital Projects Update (verbal)
- Vice-President, Research – G. Payne
- Vice-President, University Advancement – T. Tribe

b. **Reports of Committees:**

(i) Human Resources Committee – K. Manhas, Chair

(ii) Governance Committee – A. Ekman, Chair

(iii) Finance and Audit Committee – A. Robinson, Chair

8. Other Business

a. Memorandum of Agreement between the University of British Columbia and the University of Northern British Columbia regarding the distributed Master of Physical Therapy program – for information – D. Ryan – **page 112**

b. Letter of Understanding between the University of British Columbia and the University of Northern British Columbia to guide the operations of the Master of Occupational Therapy Northern and Rural Cohort – for information – D. Ryan – **page 134**

9. Adjournment

BOARD OF GOVERNORS – PUBLIC SESSION
Approved for Submission:

Heather Sanford
University Secretary

UNIVERSITY OF NORTHERN BRITISH COLUMBIA

BOARD OF GOVERNORS

Agenda Item:	6.a. Agreements, Scholarships, Bursaries and Awards – D. Ryan
Material:	1. Agreements, Scholarships, Bursaries and Awards as recommended and approved by the UNBC Senate for the period January 2020.
Motion:	*That, on the recommendation of the Finance and Audit Committee, the Board of Governors approves the agreements, scholarships, bursaries and awards as recommended and approved by the UNBC Senate, for January 2020, as presented.*

Motion Number (assigned by SCS): _____

SENATE COMMITTEE ON SCHOLARSHIPS AND BURSARIES (SCSB)

PROPOSED MOTION

Motion: That the new Terms and Conditions for the Corey Robert Jarvis Memorial Award be approved.

Effective Date: 2020-2021 Academic Year

Rationale: To activate the Corey Robert Jarvis Memorial Award commencing the 2020-2021 Academic Year.

Proposed By: Tara Mayes, Development Officer – Donor Relations

Advancement Contact: Tara Mayes, Development Officer – Donor Relations

Faculty/Academic Department: N/A

Date: November 5, 2019

TO BE COMPLETED AFTER SCSB MEETING

Brief Summary of Committee Debate: The Committee endorsed the motion.

Motion No.: SCSB20191211.04

Moved by: Mayes

Seconded by: Wagner

Committee Decision: CARRIED

Attachments: 1 Page

Approved by SCSB: December 11, 2019

Date

Chair's Signature

For information of Senate.

AWARDS GUIDE INFORMATION:

Award Category: Graduate

Award Name: Corey Robert Jarvis Memorial Award

Awards Guide Description/Intent: This award has been established to honour the memory of Corey Robert Jarvis. Corey touched many lives and was a source of joy and inspiration for all that knew him. Corey's life was cut far too short by a rare genetic disease called Tay-Sachs, a disease for which there is no treatment or cure. Hope for children born with Tay-Sachs and other genetic diseases lies in continued research. Corey's family would like his name and courageous spirit to live on through this award by supporting graduate students exploring medical research at UNBC.

Donor: Robert and Karla Jarvis

Value: $1,000

Number: One

Award Type: Award

Eligibility: Available to a full time graduate student who is a resident of Northern British Columbia and whose focus is on medical research. First preference will be given to a student whose research focuses on rare diseases.

Criteria: Demonstrated financial need and academic proficiency.

Effective Date: Established 2019

Recipient Selection: Senate Committee on Scholarships and Bursaries on recommendation by the UNBC Awards Office.

Motion Number (assigned by SCS): _____

SENATE COMMITTEE ON SCHOLARSHIPS AND BURSARIES (SCSB)

PROPOSED MOTION

Motion: That the new Terms and Conditions for the Fuller Family Bursary be approved.

Effective Date: 2019-2020 Academic Year

Rationale: To activate the Fuller Family Bursary commencing the 2019-2020 Academic Year.

Proposed By: Tara Mayes, Development Officer – Donor Relations

Advancement Contact: Tara Mayes, Development Officer – Donor Relations

Faculty/Academic Department: N/A

Date: September 25, 2019

TO BE COMPLETED AFTER SCSB MEETING

Brief Summary of Committee Debate: The Committee endorsed the motion.

Motion No.: SCSB20191211.05

Moved by: Mayes **Seconded by:** Wagner

Committee Decision: CARRIED **Attachments:** 1 Page

Approved by SCSB: December 11, 2019 _____

Date **Chair's Signature**

For information of Senate.

AWARDS GUIDE INFORMATION:

Award Category: General

Award Name: Fuller Family Bursary

Awards Guide Description/Intent: Dave and Margaret Fuller are proud UNBC graduates who have established this award to support domestic and international students facing financial barriers to receiving a post-secondary education.

Donor: Dave and Margaret Fuller

Value: $1,000

Number: Four in 2019/20, two in 2020/21, two in 2021/22

Award Type: Bursary

Eligibility: Two awards available to full or part time domestic undergraduate students. Two awards available to full or part time international undergraduate students.

Criteria: Demonstrated financial need and satisfactory academic standing.

Effective Date: Established 2019

Recipient Selection: Senate Committee on Scholarships and Bursaries on recommendation by the UNBC Awards Office.

Motion Number (assigned by SCS): _____

SENATE COMMITTEE ON SCHOLARSHIPS AND BURSARIES (SCSB)

PROPOSED MOTION

Motion: That the new Terms and Conditions for the Mosaic Forestry Award be approved.

Effective Date: 2019-2020 Academic Year

Rationale: To activate the Mosaic Forestry Award commencing the 2019-2020 Academic Year.

Proposed By: Tara Mayes, Development Officer – Donor Relations

Advancement Contact: Tara Mayes, Development Officer – Donor Relations

Faculty/Academic Department: N/A

Date: October 22, 2019

TO BE COMPLETED AFTER SCSB MEETING

Brief Summary of Committee Debate: The Committee endorsed the motion.

Motion No.: SCSB20191211.07

Moved by: Mayes **Seconded by:** Wagner

Committee Decision: CARRIED **Attachments:** 1 Page

Approved by SCSB: December 11, 2019 _____

Date **Chair's Signature**

For information of Senate.

AWARDS GUIDE INFORMATION:

Award Category: General

Award Name: Mosaic Forestry Award

Awards Guide Description/Intent: Mosaic Forest Management is the timberlands manager for TimberWest Forest Corporation and Island Timberlands Limited Partnership. Mosaic aspires to be the Asia-Pacific leader in timberland management, and all Mosaic managed lands are third-party certified by the Sustainable Forestry Initiative. Mosaic has also achieved bronze-level Progressive Aboriginal Relations certification and works actively to build collaborative, respectful working relationships with Indigenous partners. This award has been established to support an Indigenous student pursuing a forestry degree.

Donor: Mosaic Forest Management

Value: $4,000

Number: 1

Award Type: Award

Eligibility: Available to an Indigenous full-time undergraduate student enrolled in a Forestry Program. Preference will be given to Indigenous students from Mosaic's business area, namely Coastal British Columbia. Other resource management disciplines may also be considered where no eligible forestry student is identified.

Criteria: Demonstrated financial need and academic excellence.

Effective Date: Established 2019

Recipient Selection: Senate Committee on Scholarships and Bursaries on recommendation by the UNBC Awards Office.

Motion Number (assigned by SCS): _____

SENATE COMMITTEE ON SCHOLARSHIPS AND BURSARIES (SCSB)

PROPOSED MOTION

Motion: That the new Terms and Conditions for the Radloff Scholarship be approved.

Effective Date: 2020-2021 Academic Year

Rationale: To activate the Radloff Scholarship commencing the 2020-2021 Academic Year.

Proposed By: Tara Mayes, Development Officer – Donor Relations

Advancement Contact: Tara Mayes, Development Officer – Donor Relations

Faculty/Academic Department: N/A

Date: November 6, 2019

TO BE COMPLETED AFTER SCSB MEETING

Brief Summary of Committee Debate: The Committee endorsed the motion.

Motion No.: SCSB20191211.09

Moved by: Mayes **Seconded by:** Wagner

Committee Decision: CARRIED **Attachments:** 1 Page

Approved by SCSB: December 11, 2019

Date **Chair's Signature**

For information of Senate.

AWARDS GUIDE INFORMATION:

Award Category: General

Award Name: Radloff Scholarship

Awards Guide Description/Intent: Radloff Engineering Inc. specializes in civil and related mechanical engineering, planning, and consulting in order to provide clients with exceptional services that support community growth and development. They have established this award to support students in the Civil Engineering Program at UNBC.

Donor: Radloff Engineering Inc.

Value: $1,000

Number: Two

Award Type: Scholarship

Eligibility: One award is available to a full time undergraduate student enrolled in the Civil Engineering Program. First preference will be given to a First Nations student.

Another award is available to a full time undergraduate student enrolled in the Civil Engineering Program who identifies as female. First preference will be given to a student who has attended Go ENG Girl in the past.

Criteria: Academic proficiency.

Effective Date: Established 2019

Recipient Selection: Senate Committee on Scholarships and Bursaries on recommendation by the UNBC Awards Office.

Motion Number (assigned by SCS): _____

SENATE COMMITTEE ON SCHOLARSHIPS AND BURSARIES (SCSB)

PROPOSED MOTION

Motion: That the new Terms and Conditions for the Seabrook Athletic Leadership Award be approved.

Effective Date: 2019-2020 Academic Year

Rationale: To activate the Seabrook Athletic Leadership Award commencing the 2019-2020 Academic Year.

Proposed By: Tara Mayes, Development Officer – Donor Relations

Advancement Contact: Tara Mayes, Development Officer – Donor Relations

Faculty/Academic Department: N/A

Date: September 25, 2019

TO BE COMPLETED AFTER SCSB MEETING

Brief Summary of Committee Debate: The Committee endorsed the motion.

Motion No.: SCSB20191211.10

Moved by: Mayes **Seconded by:** Wagner

Committee Decision: CARRIED **Attachments:** 1 Page

Approved by SCSB: December 11, 2019 _____

Date **Chair's Signature**

For information of Senate.

AWARDS GUIDE INFORMATION:

Award Category: In-course

Award Name: Seabrook Athletic Leadership Award

Awards Guide Description/Intent: Both UNBC alumni, Andrew and Kimberley Seabrook have established this award to support Timberwolf athletes on the men's soccer team who take on a lead role in the team's community work and involvement in the area of mental health.

Donor: Andrew and Kimberley Seabrook

Value: $1,000

Number: One

Award Type: Award

Eligibility: Available to a full or part time undergraduate UNBC Timberwolves athlete on the men's soccer team who demonstrates leadership and community involvement in the area of mental health.

Criteria: Demonstrated financial need and academic proficiency.

Effective Date: Established 2019

Recipient Selection: The head coach of the Men's UNBC Timberwolves Soccer team will identify suitable applicants and forward nomination information to the Awards Office.

Motion Number (assigned by SCS): _____

SENATE COMMITTEE ON SCHOLARSHIPS AND BURSARIES (SCSB)

PROPOSED MOTION

Motion: That the new Terms and Conditions for the Spike Kendy Bursary be approved.

Effective Date: 2019-2020 Academic Year

Rationale: To activate the Spike Kendy Bursary commencing the 2019-2020 Academic Year.

Proposed By: Tara Mayes, Development Officer – Donor Relations

Advancement Contact: Tara Mayes, Development Officer – Donor Relations

Faculty/Academic Department: N/A

Date: Sept 25, 2019

TO BE COMPLETED AFTER SCSB MEETING

Brief Summary of Committee Debate: The Committee endorsed the motion.

Motion No.: SCSB20191211.11

Moved by: Mayes

Seconded by: Wagner

Committee Decision: CARRIED

Attachments: 1 Page

Approved by SCSB: December 11, 2019

Date

Chair's Signature

For information of Senate.

AWARDS GUIDE INFORMATION:

Award Category: In-course

Award Name: Spike Kendy Bursary

Awards Guide Description/Intent: Spike (Michael) Kendy worked for the Department of Indian Affairs and Northern Development Canada for many years. During the 1970's he worked closely with the people of the Tsilhqot'in Nation, the Ulkatcho (Southern Carrier) as well as the Secwepmec of Tseq'escen (Canim Lake) and Esketemec (Alkalai Lake). He admired their courage, humour and resilience in the face of adversity. This bursary is meant to honor the spirit of these peoples by supporting educational success in the generations that follow.

Donor: Nan Kendy and Family

Value: $1,000

Number: One

Award Type: Bursary

Eligibility: Available to a full time undergraduate student who has completed 30 credit hours and identifies as a member of one of the following Nations: Tsilhqot'in, Ulkatcho (Southern Carrier), Secwepmec of Tseq'escen (Canim Lake) or Esketemec (Alkalai Lake).

Criteria: Demonstrated financial need and satisfactory academic standing.

Effective Date: Established 2019

Recipient Selection: Senate Committee on Scholarships and Bursaries on recommendation by the UNBC Awards Office.

Motion Number (assigned by SCS): _____

SENATE COMMITTEE ON SCHOLARSHIPS AND BURSARIES (SCSB)

PROPOSED MOTION

Motion: That the new Terms and Conditions for the West Fraser Award be approved.

Effective Date: 2019-2020 Academic Year

Rationale: To activate the West Fraser Award commencing the 2019-2020 Academic Year.

Proposed By: Tara Mayes, Development Officer – Donor Relations

Advancement Contact: Tara Mayes, Development Officer – Donor Relations

Faculty/Academic Department: N/A

Date: September 19, 2019

TO BE COMPLETED AFTER SCSB MEETING

Brief Summary of Committee Debate: The Committee endorsed the motion.

Motion No.: SCSB20191211.13

Moved by: Mayes **Seconded by:** Wagner

Committee Decision: CARRIED **Attachments:** 1 Page

Approved by SCSB: December 11, 2019 _____

Date **Chair's Signature**

For information of Senate.

AWARDS GUIDE INFORMATION:

Award Category: In-course

Award Name: West Fraser Award

Awards Guide Description/Intent: West Fraser was founded in 1955 when three brothers – Sam, Bill and Pete Ketcham – pooled their resources to buy a small planing mill in Quesnel, B.C., showing business vision beyond their years.

A leading diversified wood products company, West Fraser now operates more than 45 manufacturing facilities in Western Canada and the southern United States. Today, the company is one of North America's largest lumber manufacturers and an established leader in sustainable forestry, high-efficiency wood product production and innovation in manufacturing.

West Fraser has established this award to support students pursuing a degree in one of the many areas that ensure their business operations continue to be successful.

Donor: West Fraser Ltd

Value: $2,500

Number: Three

Award Type: Award

Eligibility: Available to a full time undergraduate student enrolled in the Bachelor of Commerce, Bachelor of Arts with a major in Economics or Bachelor of Science with a major in Computer Science Program who has completed 60 credit hours. First preference will be given to a resident of Northern British Columbia.

Criteria: Demonstrated financial need and academic proficiency.

Effective Date: Endowed 2019

Recipient Selection: Senate Committee on Scholarships and Bursaries on recommendation by the UNBC Awards Office.

Motion Number (assigned by SCS): _____

SENATE COMMITTEE ON SCHOLARSHIPS AND BURSARIES (SCSB)

PROPOSED MOTION

Motion: That the new Terms and Conditions for the TC Energy Engineering Scholarship be approved.

Effective Date: 2020-2021 Academic Year

Rationale: To activate the TC Energy Engineering Scholarship commencing the 2020-2021 Academic Year.

Proposed By: Tara Mayes, Development Officer – Donor Relations

Advancement Contact: Tara Mayes, Development Officer – Donor Relations

Faculty/Academic Department: N/A

Date: December 6, 2019

TO BE COMPLETED AFTER SCSB MEETING

Brief Summary of Committee Debate: The Committee endorsed the motion.

Motion No.: SCSB20191211.14

Moved by: Mayes **Seconded by:** Wagner

Committee Decision: CARRIED **Attachments:** 1 Page

Approved by SCSB: December 11, 2019 _____

Date **Chair's Signature**

For information of Senate.

AWARDS GUIDE INFORMATION:

Award Category: General

Award Name: TC Energy Engineering Scholarship

Awards Guide Description/Intent: This award has been established to assist students enrolled in the Civil or Environmental Engineering Programs at UNBC.

Donor: TC Energy

Value: $3,000

Number: Ten in 2020/21, ten in 2021/22 and ten in 2022/23

Award Type: Scholarship

Eligibility: Available to a full or part time undergraduate student enrolled in the Civil or Environmental Engineering Programs. First preference will be given to students from any of the following indigenous communities: Haisla, Kitselas, Witset, Wet'suwet'en First Nation, Skin Tyee, Nee Tahi Buhn, Cheslatta, Yekooche, Burns Lake (Ts'il Kaz Koh), Stellat'en, Nak'azdli Whut'en, Nadleh Whut'en, Saik'uz, Lheidli T'enneh, McLeod Lake, West Moberly, Halfway River, Blueberry River, Doig River, Saulteau, Fort Nelson First Nation, Kelly Lake Cree Nation, Kelly Lake Metis Settlement, Lake Babine Nation, Lax Kw'alaams Band, Melakatala First Nation, Metis Nation of BC, Nazko First Nation, Prophet River First Nation, Tl'azt'en Nation.

Criteria: Academic proficiency.

Effective Date: Established 2019

Recipient Selection: Senate Committee on Scholarships and Bursaries on recommendation by the UNBC Awards Office.

Motion Number (assigned by SCS): _____

SENATE COMMITTEE ON SCHOLARSHIPS AND BURSARIES (SCSB)

PROPOSED MOTION

Motion: That the new Terms and Conditions for the Walker Wood Engineering Scholarship be approved.

Effective Date: 2020-2021 Academic Year

Rationale: To activate the Walker Wood Engineering Scholarship commencing the 2020-2019 Academic Year.

Proposed By: Tara Mayes, Development Officer – Donor Relations

Advancement Contact: Tara Mayes, Development Officer – Donor Relations

Faculty/Academic Department: N/A

Date: December 6, 2019

TO BE COMPLETED AFTER SCSB MEETING

Brief Summary of Committee Debate: The Committee endorsed the motion.

Motion No.: SCSB20191211.15

Moved by: Mayes **Seconded by:** Wagner

Committee Decision: CARRIED **Attachments:** 1 Page

Approved by SCSB: December 11, 2019

Date **Chair's Signature**

For information of Senate.

AWARDS GUIDE INFORMATION:

Award Category: Entrance

Award Name: Walker Wood Engineering Scholarship

Awards Guide Description/Intent: The Walker Wood Engineering Scholarship supports UNBC Civil or Environmental Engineering students who demonstrate academic excellence, leadership or similar qualities and who might have otherwise found it difficult to further pursue their education.

Donor: Walker Wood Foundation

Value: $4,000

Number: Two in 2020/21, renewable for 2021/22, 2022/23, 2023/24

Award Type: Scholarship

Eligibility: Available to a full-time student entering a Civil or Environmental Engineering Program. Applicants must be Canadian Citizens who have been involved in extracurricular activities (ie. community participation, leadership qualities, music, drama, etc.) First preference will be given to students entering from a High School in northern British Columbia. Second preference will be given to residents of northern British Columbia.

Note: This award is renewable for three (3) years subject to the recipient maintaining the criteria of academic excellence (equivalent to or greater than a 3.67 GPA).

Criteria: Demonstrated financial need and academic excellence (equivalent to or greater than a 3.67 GPA).

Effective Date: Established 2019

Recipient Selection: Senate Committee on Scholarships and Bursaries on recommendation by the UNBC Awards Office

Motion Number (assigned by SCS): _____

SENATE COMMITTEE ON SCHOLARSHIPS AND BURSARIES (SCSB)

PROPOSED MOTION

Motion: That the revised Terms and Conditions for the Heather Sadler Jenkins Annual Scholarship be approved.

Effective Date: 2019-2020 Academic Year

Rationale: To revise the Heather Sadler Jenkins Annual Scholarship commencing the 2020-2021 Academic Year.

Proposed By: Tara Mayes, Development Officer – Donor Relations

Advancement Contact: Tara Mayes, Development Officer – Donor Relations

Faculty/Academic Department: N/A

Date: December 3, 2019

TO BE COMPLETED AFTER SCSB MEETING

Brief Summary of Committee Debate: The Committee endorsed the motion.

Motion No.: SCSB20191211.16

Moved by: Mayes **Seconded by:** Beyer

Committee Decision: CARRIED **Attachments:** 1 Page

Approved by SCSB: December 11, 2019

Date **Chair's Signature**

For information of Senate.

AWARDS GUIDE INFORMATION:

Award Category: In-course

Award Name: HSJ Lawyers LLP Scholarship

Awards Guide Description/Intent: HSJ Lawyers LLP has served the Prince George area since 1971. The firm and in particular one of its founding partners, W. Murray Sadler, Q.C., LLD (hon) was involved in a leadership role in the establishment of UNBC as the founding President of the Interior University Society, a member of the Implementation Planning Group and chair of the Interim Governing Council. The first offices of UNBC were established in the chambers of HSJ Lawyers LLP. HSJ Lawyers LLP is proud to have been associated with the University of Northern British Columbia and has established this scholarship to encourage and assist students from the Prince George area to attend UNBC.

Donor: HSJ Lawyers LLP

Value: $2,000

Number: One

Award Type: Scholarship

Eligibility: Available to a full time undergraduate student who has completed POLS 350 – Law and Municipal Government or POLS 380 – Law and Indigenous Peoples. First preference will be given to a student who demonstrates their intention to go to law school and return to practice law in Prince George. Second preference will be given to students who demonstrate leadership and community involvement.

Criteria: Academic proficiency.

Effective Date: Established 1999

Recipient Selection: Senate Committee on Scholarships and Bursaries on recommendation by the UNBC Awards Office.

Motion Number (assigned by SCS): _____

SENATE COMMITTEE ON SCHOLARSHIPS AND BURSARIES (SCSB)

PROPOSED MOTION

Motion: That the revised Terms and Conditions for the TransCanada Corporation Indigenous Community Development Award (including a name change to: TC Energy Indigenous Award) be approved.

Effective Date: 2020-2021 Academic Year

Rationale: To revise the TransCanada Corporation Indigenous Community Development Award commencing the 2020-2021 Academic Year.

Proposed By: Tara Mayes, Development Officer – Donor Relations

Advancement Contact: Tara Mayes, Development Officer – Donor Relations

Faculty/Academic Department: N/A

Date: December 6, 2019

TO BE COMPLETED AFTER SCSB MEETING

Brief Summary of Committee Debate: The Committee endorsed the motion.

Motion No.: SCSB20191211.17

Moved by: Mayes **Seconded by:** Wheate

Committee Decision: CARRIED **Attachments:** 2 Pages

Approved by SCSB: December 11, 2019 _____

Date **Chair's Signature**

For information of Senate.

AWARDS GUIDE INFORMATION:

Award Category: General

Award Name: TC Energy Indigenous Award

Awards Guide Description/Intent: This award has been established to assist indigenous students to realize their educational ambitions and thereby contribute to the capacity of their communities.

Donor: TC Energy

Value: $3,000

Number: Max. 10

Award Type: Award

Eligibility:

Available to a full or part time undergraduate or graduate student from any of the following indigenous communities: Haisla, Kitselas, Witset, Wet'suwet'en First Nation, Skin Tyee, Nee Tahi Buhn, Cheslatta, Yekooche, Burns Lake (Ts'il Kaz Koh), Stellat'en, Nak'azdli Whut'en, Nadleh Whut'en, Saik'uz, Lheidli T'enneh, McLeod Lake, West Moberly, Halfway River, Blueberry River, Doig River, Saulteau, Fort Nelson First Nation, Kelly Lake Cree Nation, Kelly Lake Metis Settlement, Lake Babine Nation, Lax Kw'alaams Band, Melakatala First Nation, Metis Nation of BC, Nazko First Nation, Prophet River First Nation, Tl'azt'en Nation.

First preference will be given to students enrolled in one of the following: Environmental and sustainability Studies (BA), First Nations Studies (BA), Global and International Studies (BA), Northern Studies (BA), Public Administration and Community Development (BA), Community and Population Health:Aboriginal and Rural Health (BHSc), Conservations Science and Practice (BSc), Wildlife and Fisheries (BSc), First Nations Planning (BPI) Natural Resources Planning (BPI), Northern and Rural Community Planning (BPI), Indigenous Specialization (BSW), Northern Medical Program (MD), Batchelor of Science in Nursing (BScN), Northern Collaborative Baccalaureate Nursing (BScN), Post-Diploma Baccalaureate Nursing (BScN) or other Health Sciences Programs.

Criteria: Satisfactory academic standing and demonstrated financial need.

Effective Date: Established 2016

Recipient Selection: Senate Committee on Scholarships and Bursaries on recommendation by the UNBC Awards Office.

Motion Number (assigned by SCS): S-202001.26

SENATE COMMITTEE ON SCHOLARSHIPS AND BURSARIES (SCSB)

PROPOSED MOTION

Motion: To create the Graduate Entrance Research Scholarship - PhD Supplement.

Effective Date: 2019-2020 Year

Rationale: The creation of the Graduate Entrance Research Scholarship led to a potential decrease in funding for PhD students. This Scholarship Supplement, would increase funding to eligible PhD students, reduce administrative workload and ensure that funding is directed to eligible students.

Proposed by: Amy Beyer, Graduate Enrolment and Scholarship Advisor

External Relations Contact: N/A

Faculty / Academic Department: Office of Research

Date: October 23, 2019

TO BE COMPLETED AFTER SCSB MEETING

Brief Summary of Committee Debate: The Committee endorsed the motion.

Motion No.: SCSB20191211.06

Moved by: Wagner **Seconded by:** Mayes

Committee Decision: CARRIED **Attachments:** 1 Page

Approved by SCSB: December 11, 2019

Date **Chair's Signature**

For Approval of Senate.

Graduate Entrance Research Scholarship
UNBC Scholarship, Bursary and Awards Guide Listing

Name: Graduate Entrance Research Scholarship (GERS) – PhD Support Supplement

Description: Valued at $10,000 each, these scholarships are intended to support PhD students who are recipients of the GERS, all PhD students who meet eligibility are welcome to apply. To be eligible for an award, students must meet the below criteria.

Type: Graduate Awards

Selection Process: Selection is made by the Office of Graduate Programs.

Application Method: Eligible students must submit an application and any required supporting documentation to the Office of Research.

Apply to: Office of Research – Application accepted on the first of March or October.

Award Criteria: Must be a registered student while receiving the award.

Value: $10,000 over 1 year

Number: 6 per year

Eligibility:

- Available to full-time students currently enrolled in their second or third year of study in a PhD program.
- Have maintained an overall GPA of 4.00.
- Be making satisfactory progress in their degree and have an up to date paper work on file with the Office of Graduate Programs.
- Cannot have previously received the GERS - PhD Support Supplement.
- Must have also applied for a competitive provincial or national scholarship (NSERC, SSHRC, CIHR, PICS, Graduate Fellowships up to $18,000, Mitacs Accelerate) if not already holding one. Generally, an award of greater than $15,000 would qualify as a competitive award.
- International PhD students who are not eligible to apply for a competitive provincial or national scholarship will not be disadvantaged.

Application Requires Additional Documentation: Yes – Award application and proof of an award decision/application for a major external scholarship (if eligible to apply for one).

Motion Number (assigned by SCS): _____

SENATE COMMITTEE ON SCHOLARSHIPS AND BURSARIES (SCSB)

PROPOSED MOTION

Motion: That the new Terms and Conditions for the UNBC Master of Engineering Prize be approved.

Effective Date: 2020-2021 Academic Year

Rationale: To activate the UNBC Master of Engineering Prize commencing the 2020-2021 Academic Year.

Proposed By: Tara Mayes, Development Officer – Donor Relations

Advancement Contact: Tara Mayes, Development Officer – Donor Relations

Faculty/Academic Department: N/A

Date: October 7, 2019

TO BE COMPLETED AFTER SCSB MEETING

Brief Summary of Committee Debate: The Committee endorsed the motion.

Motion No.: SCSB20191211.12

Moved by: Mayes

Seconded by: Wagner

Committee Decision: CARRIED

Attachments: 1 Page

Approved by SCSB: December 11, 2019

Date

Chair's Signature

For Approval of Senate.

AWARDS GUIDE INFORMATION:

Award Category: Graduate

Award Name: UNBC Master of Engineering Prize

Awards Guide Description/Intent: This award has been established to encourage students to pursue graduate studies in the Master of Engineering in Integrated Wood Design Program. The recipient will be chosen from submissions to the Wood Innovation Student Award Competition.

Donor: The UNBC College of Science and Management

Value: $10,000

Number: One

Award Type: Prize

Eligibility: Available to individuals or teams of two who enter the Wood Innovation Student Award Competition. The recipient will be decided on from among those who enter the competition.

Note: The winner(s) of the Wood Innovation Student Award Competition, once accepted to the Master of Engineering, Integrated Wood Design Program at UNBC, will have the value of the Prize applied to their student account. In the event that the winner is a team of two, the award will be split in half.

Effective Date: Established 2019

Recipient Selection: Senate Committee on Scholarships and Bursaries on recommendation by the Wood Innovation Student Award Competition Jury.

UNIVERSITY OF NORTHERN BRITISH COLUMBIA

BOARD OF GOVERNORS

Agenda Item:	6.b. 2020/2021 UNBC Tuition Fees – D. Ryan
Material:	1. 2020/2021 Tuition Fee Schedule 2. Province of British Columbia, Tuition Limit Policy
Motion:	*Whereas s.27(2) of the University Act grants the Board the authority to set, determine and collect fees;* *And Whereas the Government of British Columbia's Tuition Limit Policy, limits domestic tuition and mandatory fee increases to the rate of inflation (2%);* *Now therefore, on the recommendation of the President, and in compliance with the Government of British Columbia's Tuition Limit Policy; and on the recommendation of the Finance and Audit Committee the Board approves the 2020/2021 Tuition Fee Schedule for the University of Northern British Columbia as presented.* *Effective on approval of the Board.*

UNIVERSITY OF NORTHERN BRITISH COLUMBIA
2020/21 Proposed Tuition Fees

	2019/20	2020/21	Change ($)	Change (%)
UNDERGRADUATE				
Basic Tuition Per Credit Hour				
- Domestic	180.81	184.43	3.62	2.0%
- International				
▪ Commencing Studies Between May 1, 2005 and August 31, 2019	632.84	645.51	12.67	2.0%
▪ Commencing Studies September 1, 2019 Onward	719.62	734.03	14.41	2.0%
Post Baccalaureate Diploma Tuition Per Credit Hour	265.87	271.19	5.32	2.0%
Other Undergraduate Tuition Related Charges and Information				
- Registration Deposit (Per Semester)	100.00	100.00	0.00	0.0%
- International Deposit (One Time)	7,500.00	7,500.00	0.00	0.0%
- Course Challenge Fee	90.41	92.22	1.81	2.0%
- Co-operative Education Work Term Fees	542.43	553.29	10.86	2.0%
- BC Residents 65 and older				
▪ BC residents aged 65 or older eligible for admission, receive a waiver of tuition, subject to space availability				
- Withdrawal & Tuition Refund				
▪ 50% of tuition up to the date of withdrawal without academic penalty				
GRADUATE				
Minimum Program Fees				
Unless otherwise noted, the minimum total program fee for Masters level programs is:				
▪ For full -time studies, 6 (six) full-time tuition fee units				
▪ For part -time studies, 12 (twelve) part-time tuition fee units				
International students				
Unless otherwise noted, the rate for international students is the same as domestic students				
- All Masters level programs not specifically noted				
▪ Full-time unit	1,681.53	1,715.16	33.63	2.0%
▪ Part-time unit	888.81	906.59	17.78	2.0%
-Master of Arts in Disability Management				
▪ Full-time unit	2,133.10	2,175.76	42.66	2.0%
▪ Part-time unit	1,119.87	1,142.27	22.40	2.0%
- Master of Education				
▪ Full-time unit	2,297.17	2,343.11	45.94	2.0%
▪ Part-time unit	1,206.02	1,230.14	24.12	2.0%
- Master of Engineering in Integrated Wood Design				
▪ Full-time unit	5,101.11	5,203.13	102.02	2.0%
▪ Part-time unit	n/a	n/a	n/a	n/a
This program is full-time with a minimum program fee of 3 (three) full-time units; effective September 2020, the admission date for this program has been changed from January to September each year. Students entering the program January 2020 will be charged the 2019/20 rate. Students entering the program in September 2020 will be charged the 2020/21 rate.				
- Master of Science in Community Health				
▪ Full-time unit	2,133.10	2,175.76	42.66	2.0%
▪ Part-time unit	1,119.87	1,142.27	22.40	2.0%
- Master of Science in Nursing				
▪ Full-time unit	2,133.10	2,175.76	42.66	2.0%
▪ Part-time unit	1,119.87	1,142.27	22.40	2.0%
- Master of Science - Engineering				
▪ Full-time unit	1,681.53	1,715.16	33.63	2.0%
▪ Part-time unit	n/a	n/a	n/a	n/a
- Master of Social Work				
▪ Full-time unit	1,969.01	2,008.39	39.38	2.0%
▪ Part-time unit	1,033.73	1,054.40	20.67	2.0%

UNIVERSITY OF NORTHERN BRITISH COLUMBIA
2020/21 Proposed Tuition Fees

- Special Education Graduate Certificate				
▪ Full-time unit	2,364.75	2,412.05	47.30	2.0%
▪ Part-time unit	n/a	n/a	n/a	n/a
This certificate program is full-time, with a minimum program fee of 3 (three) full-time units				
'- Master of Business Administration - Domestic				
▪ Registration Deposit	2,000.00	2,000.00	0.00	0.0%
▪ MBA Program Tuition	6,850.00	6,987.00	137.00	2.0%
▪ MBA Program Fee	425.00	433.50	8.50	2.0%
▪ Pre-MBA Program Course Fee	634.11	646.79	12.68	2.0%
This program is full-time, with a minimum program fee of 5 (five) full-time units				
'- Master of Business Administration - International				
▪ Registration Deposit	2,000.00	2,000.00	0.00	0.0%
▪ MBA Program Tuition	8,000.00	8,160.00	160.00	2.0%
▪ MBA Program Fee	425.00	433.50	8.50	2.0%
▪ Pre-MBA Program Course Fee	729.23	743.81	14.58	2.0%
This program is full-time, with a minimum program fee of 5 (five) full-time units				
Masters Time Extension - Per Semester				
- All Masters level programs not specifically noted	1,681.53	1,715.16	33.63	2.0%
- Master of Arts in Disability Management	2,133.10	2,175.76	42.66	2.0%
- Master of Education	2,297.17	2,343.11	45.94	2.0%
- Master of Science in Community Health	2,133.10	2,175.76	42.66	2.0%
- Master of Science in Nursing	2,133.10	2,175.76	42.66	2.0%
- Master of Social Work	1,969.01	2,008.39	39.38	2.0%
- Master of Business Administration - Domestic	1,268.23	1,293.59	25.36	2.0%
- Master of Business Administration - International	1,458.46	1,487.63	29.17	2.0%
Other Graduate Tuition Related Charges and Information				
- Continuing Registration Fee	592.19	604.03	11.84	2.0%
- Non-Degree Graduate Students	935.29	954.00	18.71	2.0%
- Graduate - Late Registration Fee	100.00	100.00	0.00	0.0%
- BC Residents 65 and older				
▪ BC residents aged 65 or older eligible for admission, receive a waiver of tuition, subject to space availability				
DOCTORAL				
Minimum Program Fees				
- Unless otherwise noted, the minimum total program fee for PhD level programs is 9 (nine) full-time units				
- PhD basic full-time unit	1,681.53	1,715.16	33.63	2.0%
- PhD Time Extension - per semester	1,681.53	1,715.16	33.63	2.0%
Other Doctoral Tuition Related Charges and Information				
- Continuing Registration Fee	592.19	604.03	11.84	2.0%
- Graduate - Late Registration Fee	100.00	100.00	0.00	0.0%

BRITISH COLUMBIA

Tuition Limit Policy

Government has taken action to limit tuition and mandatory fee increases to the rate of inflation. The limit for tuition and mandatory fees is 2%.

The tuition limit applies to:	• Professional programs. • Cost recovery/continuing education credentialed programs. • All other credentialed and open enrolment programs. • Mandatory fees, including capital construction support (e.g., building fees), consumable fees (e.g., fees charged for field trips and consumable supplies) and other mandatory fees (e.g., application fees and technology fees).
The tuition limit does not apply to:	• International student tuition and mandatory fees. • Third-party contracts. • New programming (first year). Institutions may set the initial tuition and mandatory fee rate for new instructional programs (not amendments to existing programs). After the first year, tuition and mandatory fees will be subject to the tuition limit policy. • Community/continuing education non-credentialed courses. Most of these are short-term courses offered in the evening or on the weekend (e.g., first aid, photography). • Mandatory fees for student association or society fees (collected on behalf of student associations).

Tuition Limit Policy Application

Government introduced the tuition limit policy in 2005. In 2007, the policy was extended to include institutional and program mandatory fees.

Public post-secondary institutions are expected to ensure programs and courses are affordable and accessible for students. In accordance with applicable legislation, post-secondary boards (Boards) are responsible for setting, determining, and collecting tuition and mandatory fees within the tuition limit policy.

The following provides clarification on the application of the tuition limit policy as it relates to both new and existing programs and fees.

Existing programs	• Tuition and fees for existing programs and services must not increase more than the rate set by the policy.
Updates to Existing programs	• Post-secondary institutions are expected to keep programs current. Updates to existing programs are considered part of this ongoing process and are expected to be achieved within the tuition limit policy.
Revised programs[1]	• It is recognized that, at times, substantial changes to a program may be necessary. • An existing program that is substantially revised may be submitted to the Ministry for determination as to whether the program is new for the purposes of the tuition limit policy. • Prior to introducing a new level of tuition, institutions must submit a written request to the Ministry for review,

	outlining the revisions that led to new or changed objectives, goals, learning competencies and outcomes for the program and students. Written request to include the following information on the understanding that additional information may be required. 1. Rationale for the program change (include any changes that result from new requirements of regulatory or licensing bodies). 2. Outline of the main program changes (e.g. new or changed objectives, goals and learning competencies for the program and students). 3. Provide a "course mapping" (i.e. listing out existing courses besides a listing of new ones, including associated changes). 4. Outline the tuition and mandatory fees (please list mandatory fees individually) for the revised program and how they compare to the current program. Outline how the tuition and mandatory fees for the revised program compare to similar programs in British Columbia (or outside of British Columbia, if there are no similar programs in British Columbia). 5. Whether tuition and mandatory fees for courses that form part of other existing programs are being kept consistent to ensure students attending the same course in a different program are not paying a differential tuition and mandatory fee. 6. The number of credits, hours and program length of the revised program and how it compares to the current program. 7. Whether the revised program will be offered if it is not considered new under the tuition limit policy. Include the start date of the revised program. 8. Impact the revised program would have on existing students (i.e. would the revisions cause any existing students to face a tuition fee increase part way through the program). 9. Comparison of current and revised program changes (e.g. admission requirements, delivery method and other program requirements). 10. If the revised program requires the hiring of new staff and faculty. 11. Whether the revised program has been approved by the Education Council and Board of Governors. 12. Outline the labour market demands for graduates of the revised program, how the program aligns with industry and student demand. Would the revised program create new employment opportunities? Would graduates have knowledge/technical skills that employers require in order to hire? 13. When the former program was last revised. 14. Other applicable information. • Revised programs are evaluated by the Ministry and an independent third party reviewer to determine whether they are new for the purpose of the tuition limit policy. • When a revised program qualifies as a new program for the purpose of the tuition limit policy, the institution may establish tuition and mandatory fees for the first year that the program is offered and must apply government's tuition policy in subsequent years. • Specifically, the institution may establish tuition and mandatory fees for courses that form part of the new program and not part of any other existing program. Tuition and mandatory fee increases for any courses in the new program that form part of other existing programs must be kept within the rate set by the tuition limit policy. This ensures that students attending the same course in different programs are not paying a differential fee based on their program, reflecting the spirit of the tuition limit policy by keeping tuition and mandatory fees for existing programs to a minimum.
New programs	• Boards establish the tuition amount for the first year, and the rate increase set by the policy applies thereafter.
New mandatory fees[2,3,4]	• New mandatory fees may be introduced for new services if there is a clear benefit to students. • Proactive consultation and engagement with students should be undertaken prior to Board review and approval. • Institutions should also consult with the Ministry early in the process when new fees are being considered. • BC public post-secondary institutions are required to report details on any new mandatory fees to the Ministry as part of the annual tuition and fees reporting requirements. The report needs to be signed by the Vice President of Finance and/or Academics.

Boards are responsible for ensuring that all requirements have been met before approving new tuition or mandatory fee amounts.

[1] Institutions are to ensure that revised programs go through the PSIPS and/or Degree Quality Assessment Board (DQAB) process as appropriate.

[2] Applies to any new mandatory fees that bring the total tuition and mandatory increase above the 2% rate set by the tuition limit policy.

[3] Mandatory fees are defined as those fees a student must pay to the institution in order to complete a program.

[4] Optional fees do not need to be reported.

Related Links

- Data & Research
- Budget Letters
- Mandate Letters

UNIVERSITY OF NORTHERN BRITISH COLUMBIA

BOARD OF GOVERNORS

Agenda Item:	6.c. Memorandum of Agreement between Grande Prairie Regional College and the University of Northern British Columbia – D. Ryan
Material:	1. Senate Motion Number S-202001.12 2. Revised Memorandum of Agreement between Grande Prairie Regional College and the University of Northern British Columbia 3. Memorandum of Agreement between Grande Prairie Regional College and the University of Northern British Columbia
Motion:	*That, on the recommendation of the Finance and Audit Committee, the Board of Governors approves the new Memorandum of Agreement between Grande Prairie Regional College and the University of Northern British Columbia, as recommended and approved by the UNBC Senate, as presented.*

UNBC UNIVERSITY OF NORTHERN BRITISH COLUMBIA

Motion Number (assigned by Steering Committee of Senate): **S-202001.12**

SENATE COMMITTEE ON ACADEMIC AFFAIRS

PROPOSED MOTION

Motion: That the new Memorandum of Agreement between the University of Northern British Columbia and Grande Prairie Regional College be approved as proposed.

Effective Date: February 1, 2020

Rationale: The School of Business plans to deliver its MBA (Master of Business Administration) program in Grande Prairie at the GPRC (Grande Prairie Regional College) campus from the September 2020 semester. The industries and communities served by both UNBC and GPRC are similar. The population in both regions requires formal education to support growth from technical positions such as, but not limited to, engineering and health care, to a leadership position in their current field.

On May 2, 2019, there were two information sessions held that open to the public, and 45 people were in attendance. A further 15 or more people have contacted UNBC for more information as potential students. UNBC has had regular weekly contact from potential students since the information session in May.

The curriculum of the program will be the same as the current MBA program in Prince George and Vancouver. It will likely run every other year due to demand and population size. This also would provide Northern BC residents with the opportunity to access our MBA program more easily than at the current locations in Prince George and Vancouver due to travel challenges. UNBC will bear the cost of the program delivery with an agreement with GPRC for space and use of technology.

As UNBC students, students registered in the UNBC MBA program in Grand Prairie will have access to all student services. Students will be informed of what services are available to them during the UNBC MBA orientation.

Motion proposed by: Dr. Sungchul Choi, Chair of the School of Business

Academic Program: Master of Business Administration

Implications for Other Programs / Faculties? n/a

College: College of Science and Management

College Council / Committee Motion Number: n/a

College Council / Committee Approval Date: n/a

Attachment Pages (if applicable): **8** pages

INFORMATION TO BE COMPLETED AFTER SENATE COMMITTEE ON ACADEMIC AFFAIRS MEETING

Brief Summary of Committee Debate:

Motion No.: SCAAF202001.08

Moved by: E. Jensen **\Seconded by:** E. Korkmaz

Committee Decision: CARRIED

Approved by SCAAF: January 8, 2020 _____
Date **Chair's Signature**

For recommendation to ✓, or information of _____ Senate.

MEMORANDUM OF AGREEMENT
(the "Agreement")

This Agreement made this 10th day of December, 2019

Between

Grande Prairie Regional College
(hereinafter referred to as "GPRC")

And

University of Northern British Columbia
(hereinafter referred to as "UNBC")

(Individually, a "Party" and collectively, the "Parties")

WHEREAS Grande Prairie Regional College (GPRC) and the University of Northern British Columbia (UNBC) desire to serve the residents of Alberta and northern British Columbia by offering the UNBC Master of Business Administration degree in Grande Prairie, Alberta;

NOW THEREFORE this MOA sets out the intent and framework of the collaboration between GPRC and UNBC with regard to the use of GPRC facilities and services as follows:

1. PROGRAM OF STUDY

The Agreement applies only to the Master of Business Administration (MBA) degree of UNBC.

2. TERM

2.1 This Agreement will be in effect from the date of signing by both Parties for a maximum of five (5) years with an option to renew for an additional five (5) year term upon satisfactory review by each Party.

2.2 Either Party may end the term of this MOA, in writing, prior to 120 days of the cohort start date for the calendar year.. Student cohorts that have begun their studies shall be allowed to complete all courses necessary to meet the MBA requirements.

2.3 UNBC reserves the right to cancel the current year cohort, at no cost to UNBC, by notifying GPRC in writing 120 days prior to the beginning of the fall semester. Cancelling the current year cohort does not terminate this Agreement or cancel future year cohorts.

2.4 This Agreement shall not be amended unless such amendment is in writing and signed by both Parties.

3. OPERATIONAL LIMITATION

3.1 The Parties agree to maintain their respective liability and property insurance coverages in the event of any claims that each may suffer as a result of the delivery of the MBA program on GPRC's premises.

3.2 The Parties agree that nothing contained in this MOA shall be construed to (i) give either Party the power to direct and/or control the day-to-day activities of the other, (ii) constitute the Parties as partners, joint venturers, co-owners or otherwise, or (iii) allow the Parties to create or assume any obligation on behalf of the other Party for any purpose whatsoever.

3.3 The Parties further agree that in accordance with 3.2 (iii) each Party bears the entire cost and expense of conducting their respective business including, but not limited to, the costs for their respective facilities, employees, marketing materials, business organization, permits, licenses and any other forms of clearances and remittances as may be required from governmental or regulatory agencies.

4. INDEMNIFICATION

4.1 UNBC hereby agrees to indemnify and save harmless GPRC, its successors, assigns, and authorized representatives and each of them from and against losses, claims, damages, actions, and causes of action (collectively referred to as "Claims") that GPRC may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, that arises out of errors, omissions, or negligent acts of UNBC or their subcontractors, servants, agents, or employees under this Agreement, excepting always that this indemnity does not apply to the extent, if any, to which the Claims are caused by errors, omissions, or the negligent acts of GPRC, its other contractors, assigns and authorized representations or any other person

4.2 GPRC hereby agrees to indemnify and save harmless UNBC, its successors, assigns, and authorized representatives and each of them from and against losses, claims, damages, actions, and causes of action (collectively referred to as "Claims") that UNBC may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, that arises out of errors, omissions, or negligent acts of GPRC or their subcontractors, servants, agents, or employees under this Agreement, excepting always that this indemnity does not apply to the extent, if any, to which the Claims are caused by errors, omissions, or the negligent acts of UNBC, its other contractors, assigns and authorized representations or any other person.

5. INSURANCE

5.1 Both Parties shall agree to maintain Insurance coverage as follows:

5.1.1 GPRC shall maintain Commercial General Liability in the minimum amount of $2,000,000 per occurrence and provide evidence of such insurance upon request by UNBC with UNBC included as an additional insured. GPRC will not cancel or materially alter its insurance coverage without thirty days prior written notice to UNBC. In addition, any insurance pursuant to this Agreement will be subject to a "cross liability" clause whereby the insurance will be considered as having been executed separately for each Party.

5.1.2 UNBC is covered by the University, College and Institute Protection Program (UCIPP), and will maintain Commercial General Liability in the minimum amount of $2,000,000 per occurrence and will provide evidence of such insurance upon request by GPRC.

5.1.3 UNBC will arrange coverage under the Workers Compensation Act (BC) or equivalent coverage for UNBC Employees while engaged in activities at GPRC's facilities.

6. STUDENTS AND COHORTS

6.1. The first MBA student cohort will start in the fall semester of 2020 and further cohorts will be assessed upon completion of the first cohort.

6.2. Each student cohort will be comprised of no less than 22 students and no more than 40 students.

6.3. GPRC tuition exempt employees cannot make up the minimum required number of students.

6.4. With respect to academic matters, students in UNBC courses are subject to UNBC's policies, regulations, rules and procedures as set out in the *UNBC Calendar*.

6.5. Students taking UNBC courses at GPRC shall be required to govern themselves in accordance with both UNBC's and GPRC's conduct policies. Should a UNBC student contravene the policy of either institution such that disciplinary action or expulsion must be administered, UNBC and GPRC shall consult and notify each other prior to executing any such action.

7. TUITION, FEES AND BOOKS

7.1 Students will pay directly to UNBC each semester the amount of tuition and fees billed.

7.2 All costs for textbooks, all course and program materials as well as travel costs will be the responsibility of the student.

8. SERVICES PROVIDED BY GPRC AS HOST INSTITUTION

8.1 A classroom, or combination of rooms, with Internet access and projector-screen facilities, will be provided with flexible seating for up to 40 students.

8.2 The classroom facility will be available for all classes for a fixed schedule to be determined upon mutual agreement of the PParties no later than sixty (60) days prior to the beginning of the student cohort as documented in Appendix "A" which may be amended from time to time subject to the program requirements.

8.3 Bookstore services will be provided by UNBC Bookstore for books selected by UNBC.

8.4 Students will have GPRC library privileges through the arrangement of reciprocal student accounts.

8.5 A link to the UNBC MBA URL will be available on the GPRC website to promote the program.

8.6 The Information Technology Department at GPRC will provide services as described in Appendix "B"

8.7 Subject to availability and booking by UNBC, meeting space will be made available to MBA faculty and staff.

9. SERVICES PROVIDED BY UNBC AS PROGRAM INSTITUTION

9.1 Applicants will directly apply to the Registrar of UNBC.

9.2 The admissions process will be the responsibility of UNBC.

9.3 Students will directly register with UNBC.

9.4 Faculty will be selected, hired and paid by UNBC to teach in the MBA program.

9.5 Student recruitment and program marketing is the responsibility of UNBC.

9.6 Student support services.

9.7 Students will be held to UNBC's academic and administrative policies.

10. FACILITIES FEE

In lieu of a fee for all facilities and services being used, UNBC will reserve two (2) positions in each cohort for GPRC employees, admitted into the MBA program, with a nominal charge of $2500 per semester per tuition exempt employee to cover variable incremental expenses. GPRC students will be responsible for paying their UNBC student fees.

11. DISPUTE RESOLUTION

In the event of a dispute arising from the interpretation or operation of this Agreement, the Parties will do their best to amicably resolve the situation. If issues should arise the Parties shall attempt to resolve each issue through their designated representatives. If the issue cannot be resolved through the designated representatives the Parties shall escalate the issue to an appointed institutional officer for each Party.

12. COORDINATION

Each institution will designate a person(s) to represent the institution in all matters related to this Agreement.

UNBC DESIGNATED REPRESENTATIVE

NAME: Dr. Dan Ryan
TITLE: Provost
EMAIL: dan.ryan@unbc.ca

GPRC DESIGNATED REPRESENTATIVE

NAME: Dr. Tim Heath
TITLE: Vice-President Academics & Research
EMAIL: theath@gprc.ab.ca

13. NOTICES

All notices and other communications required or permitted hereunder shall be in writing and shall be validly given if delivered personally, transmitted by fax or sent by certified mail addressed to the Party or Parties as follows:

To UNBC:

MAIL: University of Northern British Columbia,
3333 University Way,
Prince George, B.C. V2N 4Z9
Attention: Provost

To GPRC:

MAIL: Grande Prairie Regional College
10726-106 Avenue,
Grande Prairie, AB T8V 4C4

14. GENERAL PROVISIONS

14.1. **Governing Law:** This agreement shall be deemed to have been executed in Canada and any disputes arising under the agreement or in relation to the agreement shall be governed by and construed in accordance with the laws of the provinces of Alberta and British Columbia and the federal laws of Canada where applicable.

14.2. **Force Majeure:** If either Party is prevented from carrying out the provisions hereof by reason of any act of God, natural disaster, war, revolution, riot, blockage, embargo, strike, lockout, labour disturbance, supplier shortages, the operation of law, interferences of or by civil or military authority or any other cause beyond the control of either Party, the Party so prevented, upon prompt written notice to the other Party (where applicable) shall not be held liable for any losses, damages, claims and/or interruptions to the delivery of the program for the duration of such prevention.

14.3. **Privacy and Confidentiality:** In carrying out each Parties respective obligations, each PParty shall keep all confidential Information in accordance with their respective policies and applicable laws including the Freedom of Information and Privacy Acts of British Columbia and Alberta.

14.4. **Entire Agreement:** This Agreement constitutes the entire agreement of the PParties with respect to the subject matter hereof andParties Supersedes any prior agreements relating to the subject matter. All schedules and appendices attached hereto form part of this agreement.

14.5. **Time of Essence:** Time shall be of the essence in every respect of this agreement.

14.6. **Survival:** Articles 4.1, 4.2, 11, 14.1, 14. and 14.3 shall survive the termination or expiration of this agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

Grande Prairie Regional College

Dr. Tim Heath
Vice President, Academics and Research

17 December 2019
Date

University of Northern British Columbia

Dr. Dan Ryan
Provost and Vice President, Academic

Dec 18, 2019
Date

Acknowledged:
Erik Jensen
Dean of CSAM

APPENDIX "A"
UNBC Program Schedule Requirements

- Each cohort will consist of sixteen (16) courses of thirty-six (36) instructional hours. This may be provided in person, on-line or virtually by agreement of both Parties.

- Classes will be scheduled generally 3 days a month from Friday to Sunday inclusive. however, the schedule will vary upon mutual agreement of both Parties.

APPENDIX "B"
GPRC Information Technology Department Services

GPRC Computer User Accounts for UNBC MBA Students and Instructors

- UNBC Students and Instructors can access wifi through GPRC's wireless network.
- Accounts can only be requested by the UNBC MBA Director or designate. Authority can be delegated upon the agreement between GPRC and UNBC MBA Director.
- Account requests must be submitted two weeks before the start of the MBA school year. Currently, the school year starts in August.
- Accounts will be valid only for one (1) year as of the first day of each school year and will expire automatically after 12 months when renewal requests are not submitted two (2) weeks prior to the start of the next school year.
- Accounts will be for wifi, computer labs, lecterns in enhanced classrooms and printing access only.
- Computer lab access will be as-is. This means students and instructors will agree to use software available on the lab machines as provided. Without prior notifications, GPRC may update or remove software on the lab machines.
- Instructors and students are encouraged to use their own mobile devices for needs not fulfilled by GPRC computer labs.
- Support will be limited to account login issues and can be requested through the IT Service Desk during regular working hours. Application support and account quota increases are not supported.
- Unused printing credits will not be refunded as the accounts expire.
- UNBC instructors and students must abide by GPRC's IT Acceptable Use Policy.

Instructor Specific:

1. UNBC instructors will be provided with GPRC accounts. The UNBC MBA Director or delegate is required to notify GPRC of account changes.
2. UNBC instructor accounts will have access to free on-campus black and white printing. Colour printing is available, at an additional charge.

Students specific:

1. Students can purchase printing credits online or through the GPRC library.
2. For account maintenance purpose, two weeks prior to the start of the school year (currently August). The UNBC MBA Program Director will provide a list of active students going into the 2nd year and a list of new students registering for 1st year.
3. Each student will be provided with an account to access wifi, computer labs, lecterns in enhanced classrooms and printing only. Students should not share accounts.
4. The accounts will expire at the end of every school year (currently August), and the request must be submitted to revalidate student access for a 2nd year.

UNBC UNIVERSITY OF NORTHERN BRITISH COLUMBIA

Motion Number (assigned by Steering Committee of Senate): _____

SENATE COMMITTEE ON ACADEMIC AFFAIRS

PROPOSED MOTION

Motion: That the new Memorandum of Agreement between the University of Northern British Columbia and Grande Prairie Regional College be approved as proposed.

Effective Date: Upon approval of the Senate

Rationale: The School of Business plans to deliver its MBA (Master of Business Administration) program in Grande Prairie at the GPRC (Grande Prairie Regional College) campus from the September 2020 semester. The industries and communities served by both UNBC and GPRC are similar. The population in both regions requires formal education to support growth from technical positions such as, but not limited to, engineering and health care, to a leadership position in their current field.

On May 2, 2019, there were two information sessions held that open to the public, and 45 people were in attendance. A further 15 or more people have contacted UNBC for more information as potential students. UNBC has had regular weekly contact from potential students since the information session in May.

The curriculum of the program will be the same as the current MBA program in Prince George and Vancouver. It will likely run every other year due to demand and population size. This also would provide Northern BC residents with the opportunity to access our MBA program more easily than at the current locations in Prince George and Vancouver due to travel challenges. UNBC will bear the cost of the program delivery with an agreement with GPRC for space and use of technology.

Motion proposed by: Dr. Sungchul Choi, Chair of the School of Business

Academic Program: Master of Business Administration

Implications for Other Programs / Faculties? n/a

College: College of Science and Management

College Council / Committee Motion Number: n/a

College Council / Committee Approval Date: n/a

Attachment Pages (if applicable): **8** pages

INFORMATION TO BE COMPLETED AFTER SENATE COMMITTEE ON ACADEMIC AFFAIRS MEETING

Brief Summary of Committee Debate:

Motion No.: SCAAF

Moved by: **Seconded by:**

Committee Decision:

Approved by SCAAF: _____ _____

Date **Chair's Signature**

For recommendation to ___✓___, or information of _____ Senate.

MEMORANDUM OF AGREEMENT (MOA)

This agreement made this _____ day of _____, 2019

Between

Grande Prairie Regional College
Hereinafter referred to as "GPRC"

And

University of Northern British Columbia
Hereinafter referred to as "UNBC"

WHEREAS Grande Prairie Regional College (GPRC) and the University of Northern British Columbia (UNBC) desire to serve the residents of Alberta and northern British Columbia by offering the UNBC Master of Business Administration degree in Grande Prairie, Alberta;

NOW THEREFORE this MOA sets out the intent and framework of the collaboration between GPRC and UNBC with regard to the use of GPRC facilities and services as follows:

1. PROGRAM OF STUDY

The MOA applies only to the Master of Business Administration (MBA) degree of UNBC.

2. TERM

2.1 This MOA will be in effect from the date of signing by both parties for a maximum of five (5) years with an option to renew for an additional five (5) year term upon satisfactory review by each party.

2.2 Either party may end the term of this MOA, in writing, prior to 120 days (depending on start date) for the cohort that starts in the calendar year. Student cohorts that have begun their studies shall be allowed to complete all courses necessary to meet the MBA requirements.

2.3 UNBC reserves the right to cancel the current year cohort, at no cost to UNBC, by notifying GPRC in writing 120 days prior to the beginning of the fall semester. Cancelling the current year cohort does not terminate this MOA or cancel future year cohorts.

2.4 This agreement shall not be amended unless such amendment is in writing and signed by both parties.

3. OPERATIONAL LIMITATION

3.1 The parties agree to maintain their respective liability and property insurance coverages in the event of any claims that each may suffer as a result of the delivery of the MBA program on GPRC's premises.

3.2 The parties agree that nothing contained in this MOA shall be construed to (i) give either party the power to direct and/or control the day-to-day activities of the other, (ii) constitute the parties as partners, joint venturers, co-owners or otherwise, or (iii) allow the parties to create or assume any obligation on behalf of the other party for any purpose whatsoever.

3.3 The parties further agree that in accordance with 3.2 (iii) each party bears the entire cost and expense of conducting their respective business including, but not limited to, the costs for their respective facilities, employees, marketing materials, business organization, permits, licenses and any other forms of clearances and remittances as may be required from governmental or regulatory agencies.

4. INDEMNIFICATION

4.1 UNBC shall indemnify and save harmless GPRC, the President and their employees and agents, from and against all claims, demands, losses, damages, judgments, costs, liability, expenses (including reasonable legal fees and expenses), actions and other proceedings made, incurred, sustained, brought, prosecuted or threatened to be brought or prosecuted that are based upon, occasioned by or arising out of any act or omission, error, deed or other matter on the part of UNBC, its successor(s), assign(s) and authorized representative(s) arising out of this Agreement.

4.2 GPRC shall indemnify and save harmless UNBC, the President and their employees and agents, from and against all claims, demands, losses, damages, judgments, costs, liability, expenses (including reasonable legal fees and expenses), actions and other proceedings made, incurred, sustained, brought, prosecuted or threatened to be brought or prosecuted that are based upon, occasioned by or arising out of any act or omission, error, deed or other matter on the part of GPRC arising out of this Agreement.

5. INSURANCE

5.1 Both parties shall agree to maintain Insurance coverage as follows:

5.1.1 GPRC shall maintain Commercial General Liability in the minimum amount of $2,000,000 per occurrence and provide evidence of such insurance upon request by UNBC with UNBC included as an additional insured. GPRC will not cancel or materially alter its insurance coverage without thirty days prior written notice to UNBC. In addition, any insurance pursuant to this Agreement will be subject to a "cross liability" clause whereby the insurance will be considered as having been executed separately for each party.

5.1.2 UNBC is covered by the University, College and Institute Protection Program (UCIPP), and will maintain Commercial General Liability and Educators

Errors & Omissions in the minimum amount of $2,000,000 per occurrence and will provide evidence of such insurance upon request by GPRC with GPRC included as an additional insured throughout the term of this Agreement.

5.1.3 UNBC will arrange coverage under the Workers Compensation Act (BC) or equivalent coverage for UNBC Employees while engaged in activities at GPRC's facilities.

6. STUDENTS AND COHORTS

6.1. An MBA student cohort will start in the fall semester of 2020 and further cohorts will be assessed upon completion of the first (1st) cohort.

6.2. Each student cohort will be comprised of no less than 22 students and no more than 40 students.

6.3. GPRC tuition exempt employees cannot make up the minimum required number of students.

6.4. With respect to academic matters, students in UNBC courses are subject to UNBC's policies, regulations, rules and procedures as set out in the *UNBC Calendar.*

6.5. Students taking UNBC courses at GPRC shall be required to govern themselves in accordance with both UNBC's and GPRC's conduct policies. Should a UNBC student contravene the policy of either institution such that disciplinary action or expulsion must be administered, UNBC and GPRC shall consult and notify each other prior to executing any such action.

7. TUITION, FEES AND BOOKS

7.1 Students will pay directly to UNBC each semester the amount of tuition and fees billed.

7.2 Textbooks, all course and program materials as well as travel costs will be the responsibility of the student to purchase.

8. SERVICES PROVIDED BY GPRC AS HOST INSTITUTION

8.1 A classroom, or combination of rooms, with Internet access and projector-screen facilities, will be provided with flexible seating for up to 40 students.

8.2 The classroom facility will be available for all classes for a fixed schedule to be determined upon mutual agreement of the parties no later than sixty (60) days prior to the beginning of the student cohort as documented in Appendix "A" which may be amended from time to time subject to the program requirements.

8.3 Bookstore services will be provided by UNBC Bookstore for books selected by UNBC.

8.4 Students will have GPRC library privileges through the arrangement of reciprocal student accounts.

8.5 A link to the UNBC MBA URL will be available on the GPRC website to promote the program.

8.6 The Information Technology Department at GPRC will provide services as described in Appendix “B”

8.7 Subject to availability and booking by UNBC, meeting space will be made available to MBA faculty and staff.

9. SERVICES PROVIDED BY THE UNBC AS PROGRAM INSTITUTION

9.1 Applicants will directly apply to the Registrar of UNBC.

9.2 The admissions process will be the responsibility of UNBC.

9.3 Students will directly register with UNBC.

9.4 Faculty will be selected, hired and paid by UNBC to teach in the MBA program.

9.5 Student recruitment and program marketing is the responsibility of UNBC.

9.6 Student support services.

9.7 Students will be held to UNBC’s academic and administrative policies.

10. FACILITIES FEE

In lieu of a fee for all facilities and services being used, UNBC will reserve two (2) positions in each cohort for GPRC employees, admitted into the MBA program, with a nominal charge of $2500 per semester per tuition exempt employee to cover variable incremental expenses. GPRC students will be responsible for paying their UNBC student fees.

11. DISPUTE RESOLUTION

In the event of a dispute arising from the interpretation or operation of this Agreement, the parties will do their best to amicably resolve the situation. If issues should arise the parties shall attempt to resolve each issue through their designated representatives. If the issue cannot be resolved through the designated representatives the parties shall escalate the issue to an appointed institutional officer for each party.

12. COORDINATION OF MOA

Each institution will designate a person(s) to represent the institution in all matters related to this MOA.

UNBC DESIGNATED REPRESENTATIVE

NAME: Dr. Dan Ryan
TITLE: Provost
EMAIL: dan.ryan@unbc.ca

GPRC DESIGNATED REPRESENTATIVE

NAME: Dr. Tim Heath
TITLE: Vice-President Academics & Research
EMAIL: theath@gprc.ab.ca

13. NOTICES

All notices and other communications required or permitted hereunder shall be in writing and shall be validly given if delivered personally, transmitted by fax or sent by certified mail addressed to the party or parties as follows:

To UNBC:

MAIL: University of Northern British Columbia,
3333 University Way,
Prince George, B.C. V2N 4Z9
Attention: Provost

To GPRC:

MAIL: Grande Prairie Regional College
10726-106 Avenue,
Grande Prairie, AB T8V 4C4

14. GENERAL PROVISIONS

14.1. **Governing Law:** This agreement shall be deemed to have been executed in Canada and any disputes arising under the agreement or in relation to the agreement shall be governed by and construed in accordance with the laws of the provinces of Alberta and British Columbia and the federal laws of Canada where applicable.

14.2. **Force Majeure:** If either party is prevented from carrying out the provisions hereof by reason of any act of God, natural disaster, war, revolution, riot, blockage, embargo, strike, lockout, labour disturbance, supplier shortages, the operation of law, interferences of or by civil or military authority or any other cause beyond the control of either party, the party so prevented, upon prompt written notice to the other party (where applicable) shall not be held liable for any losses, damages, claims and/or interruptions to the delivery of the program for the duration of such prevention.

14.3. **Intellectual Property:** Each party's right to use the intellectual property of the other party is limited to those rights expressly set out in this agreement. Neither party shall acquire any rights to nor interest in the other party's intellectual property other than as provided for herein. Any rights or interest so acquired shall terminate on the expiry or termination of this agreement. Nothing in this agreement shall affect the intellectual property rights of the parties to this agreement unless expressly provided herein. All usage of the intellectual property shall be in accordance with the policies and usage guidelines of the party owning the intellectual property.

14.4. **Privacy and Confidentiality:** In carrying out each parties respective obligations, each party shall keep all confidential Information in accordance with their respective policies and applicable laws including the Freedom of Information and Privacy Acts of British Columbia and Alberta.

14.5. **Entire Agreement:** This agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and, except as stated in this agreement or in any instruments or documents to be executed and delivered pursuant to this agreement, contains all the representations, undertakings and agreements of the parties respecting the subject matter thereof. All schedules and appendices attached hereto form part of this agreement.

14.6. **Time of Essence:** Time shall be of the essence in every respect of this agreement.

14.7. **Survival:** Articles entitled "Indemnification," "Dispute Resolution," "Intellectual Property," "Governing Law" and "Confidentiality" shall survive the termination or expiration of this agreement.

IN WITNESS WHEREOF, the Parties have executed this agreement by the hands of their duly authorized representatives.

Grande Prairie Regional College	**University of Northern British Columbia**
Dr. Tim Heath Vice President, Academics and Research	Dr. Dan Ryan Provost and Vice President, Academic
Date	Date

APPENDIX "A"
UNBC Program Schedule Requirements

- Each cohort will consist of sixteen (16) courses of thirty-six (36) instructional hours. This may be provided in person, on-line or virtually by agreement of both parties.

- Classes will be scheduled generally 3 days a month from Friday to Sunday inclusive. However, the schedule will vary upon mutual agreement of both parties.

APPENDIX "B"
GPRC Information Technology Department Services

GPRC Computer User Accounts for UNBC MBA Students and Instructors

- UNBC Students and Instructors can access wifi through GPRC's wireless network.
- Accounts can only be requested by the UNBC MBA Director or coordinator. Authority can be delegated upon the agreement between GPRC and UNBC MBA Director.
- Account requests must be submitted two weeks before the start of the MBA school year. Currently, the school year starts on September 1st.
- Accounts will be valid only for one (1) year as of the first day of each school year and will expire automatically after 12 months when renewal requests are not submitted two (2) weeks prior to the start of the next school year.
- Accounts will be for wifi, computer labs, lecterns in enhanced classrooms and printing access only.
- Computer lab access will be as-is. This means students and instructors will agree to use software available on the lab machines as provided. Without prior notifications, GPRC may update or remove software on the lab machines.
- Instructors and students are encouraged to use their own mobile devices for needs not fulfilled by GPRC computer labs.
- Support will be limited to account login issues and can be requested through the IT Service Desk during regular working hours. Application support and account quota increases are not supported.
- Unused printing credits will not be refunded as the accounts expire.
- UNBC instructors and students must abide by GPRC's IT Acceptable Use Policy.

Instructors specific:

1. UNBC instructors will be provided with GPRC accounts. The UNBC MBA Director or delegate is required to notify GPRC of account changes.
2. UNBC instructor accounts will have access to free on-campus black and white printing. Colour printing is available, at an additional charge.

Students specific:

1. Students can purchase printing credits online or through the GPRC library.
2. For account maintenance purpose, two weeks prior to the start of the school year (currently August). The UNBC MBA program coordinator will provide a list of active students going into the 2nd year and a list of new students registering for 1st year.
3. Each student will be provided with an account to access wifi, computer labs, lecterns in enhanced classrooms and printing only. Students should not share accounts.
4. The accounts will expire at the end of every school year (currently August), and the request must be submitted to revalidate student access for a 2nd year.

UNIVERSITY OF NORTHERN BRITISH COLUMBIA

BOARD OF GOVERNORS

Agenda Item:	6.d. Academic and Non-Academic Conduct Student Policy – H. Sanford
Material:	1. Academic and Non-Academic Conduct Student Policy – Senate Motion #S-202001.05 2. Student Appeals Procedures 3. New Academic and Non-Academic Conduct Student Policy
Motion:	*That, on the recommendation of the Governance Committee, the Board of Governors approves the Academic and Non-Academic Student Conduct Policy, as recommended and approved by the UNBC Senate, as presented.*

UNBC UNIVERSITY OF NORTHERN BRITISH COLUMBIA

Motion Number (assigned by Steering Committee of Senate): S-202001.05

SENATE COMMITTEE ON ACADEMIC APPEALS AND SENATE COMMITTEE ON STUDENT DISCIPLINE APPEALS

PROPOSED MOTION

Motion: That the Academic and Non-Academic Conduct Student Policy be approved as proposed.

1. **Effective Date:** February 1, 2020

2. **Rationale:**

In April 2016, a motion came forward with proposed revisions to Undergraduate Regulations #50 (Appeals Process) and #51 (Senate Committee on Academic Appeals). In response to the motion, Senate created an ad hoc committee charged with considering the motion and reporting back to Senate as to the questions of principle within the motion.

On August 23, 2017, the Ad Hoc Committee presented a report to Senate that outlined several key issues with the current appeals process and contained several recommendations. The ad hoc committee requested the report be given to the Senate Committee on Academic Appeals, so the committee could make changes to the academic appeal process.

In June 2018, the Provost asked the University Registrar, University Secretary and then Interim Manager, Students Affairs, to work with the Integrated University Planning Office in revising the current student regulations in the academic calendar to come up with clear and transparent policy and procedures around student academic and non-academic conduct and the appeals process.

The first draft of the policy and procedures were reviewed by the Senate Committee on Academic Appeals and the Senate Committee on Student Discipline Appeals on November 1, 2019. Further feedback sessions include the following:

- December 11, 2018 – Senate Committee on Academic Appeals and Senate Committee on Student Discipline Appeals
- January 8, 2019 – Student Senators
- January 9, 2019 – Senate Committee on Academic Affairs
- March 1, 2019 – Student Engagement Session
- March 5, 2019 – CSAM Chairs Management Team
- March 7, 2019 – CASHS Chairs Council
- March 21, 2019 – Meeting regarding Graduate Programs
- March 14, 2019 – CSAM College Council
- March 21, 2019 – CASHS College Council
- April 3, 2019 – Meeting regarding Continuing Studies
- September 4, 2019 – Office of Research
- September 6, 2019 – Senate Committee on Academic Appeals
- September 10, 2019 – Office of Graduate Programs

The academic calendars will reference academic and non-academic conduct and the appeals processes; however, the policy and procedural content will be removed from the calendars. The Academic and Non-Academic Conduct Student Policy, Academic and Non-Academic Misconduct Procedures and Student Appeals Procedures will be separate documents posted on UNBC's policy and procedures website.

3. **Implications for Other Programs / Faculties**

The changes affect all academic administrative units and academic service units that directly support students.

College: CSAM and CASHS

College Council / Committee Motion Number: For information and feedback.

College Council / Committee Approval Date: CSAM – March 14, 2019 and CASHS – March 21, 2019

Attachment Pages (if applicable): 21 pages

- Academic and Non-Academic Conduct Student Policy

INFORMATION TO BE COMPLETED AFTER SCAA AND SCSDA MEETING

Brief Summary of Committee Debate:

Motion No.: SCAA/SCSDA201909.01

Moved by: T. Klassen-Ross **Seconded by:** H. Holler-Busch

Committee Decision: CARRIED

Approved by SCAA And SCSDA: September 20, 2019 **Date** **Chair's Signature**

For recommendation to ✓, or information of _____ Senate.

UNBC UNIVERSITY OF NORTHERN BRITISH COLUMBIA **POLICY**	**Policy No:**	**Approval Date:**
	Approving Authority: Senate and Board of Governors **Responsible Executive:** Provost and Vice-President Academic	

Title:

ACADEMIC AND NON-ACADEMIC CONDUCT – STUDENTS

Background and Purpose of this Policy:

- Provide clarity, principles, standards and expectations for Students for both Academic and Non-Academic Conduct
- Define Students' responsibilities and rights as members of the University Community
- Provide clarity and transparency for Students with respect to procedural and decision making authority for Academic and Non-Academic Misconduct, investigations and Appeals

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1. CORE VALUES AND STATEMENT OF PRINCIPLES

1.1 The University of Northern British Columbia is a place of research, teaching, and learning, where members of the University Community value inclusiveness and diversity, community, integrity, and academic excellence. These values are supported through an unwavering commitment to free expression and debate in an atmosphere of respectful interactions, safety and good conduct.

1.2 The University is committed to reconciliation and recognizing Aboriginal Ways of Knowing within the Academy. UNBC's Motto, *En Cha Huna*, meaning "they also live," sets a foundation of respect, and reflects a shared commitment to Responsibility, Reciprocity and Relationship in the interactions between students and the University Community as a whole.

1.3 All members of the University Community share the responsibility for the academic standards and reputation of the University. Academic Integrity is founded on values of respect for knowledge, truth, scholarship and acting with honesty. Upholding Academic Integrity is in the interests of all members of the University and broader Community and is a condition of continued membership in the University Community.

1.4 The University strives, whenever possible, to take an educational and developmental approach to Academic and Non-Academic Misconduct, informed by knowledge and respect for mental health, well-being, cultural differences, and principles of reconciliation.

1.5 The University adheres to the principles of Procedural Fairness and Natural Justice in working to ensure that Students, Faculty and Staff are aware of their rights and responsibilities with respect to Academic and Non-Academic Conduct, in investigating alleged misconduct, and when taking steps to establish or impose consequences.

2. FORMAL RELATIONSHIP BETWEEN THE UNIVERSITY AND STUDENTS

2.1 Upon registering and while registered in a for-credit course, program of study or audited course offered by or through the University of Northern British Columbia (UNBC), a Student enters a formal relationship with the University by which they

2.1.1 acknowledge the right of the University to set acceptable standards of Academic Integrity and of Academic and Non-Academic Conduct;

2.1.2 accept and agree to be subject to the University's Policies, Rules and Procedures; and

2.1.3 accept the right of the University to investigate, impose discipline and determine consequences for Academic or Non-Academic Conduct found to have violated the University's standards, Policies, Rules or Procedures.

2.2 Students enrolled in professional programs such as Nursing, Social Work, Education and Engineering may be subject to additional requirements, expectations, standards and consequences with respect to Academic and Non-Academic Conduct not expressly covered by this Policy. It is the responsibility of Instructors and Faculty Members in those Programs to ensure that any such additional requirements or expectations are communicated to the Students.

3. SCOPE

3.1 This Policy applies to all UNBC Students as defined in section 4.3.9 herein.

3.2 This Policy governs a Student's conduct to the extent necessary to ensure: a scholarly community characterized by free expression, open debate, critical and free inquiry, and diversity of thought and perspective; the orderly and safe enjoyment of University facilities by all members of the University Community; and the proper functioning of the University and protection of University property.

3.3 This Policy applies to Academic Misconduct that is alleged to have occurred whether within or part of a course, or not related to a specific course.

3.4 This Policy applies to Non-Academic Misconduct that is alleged to have occurred:

3.4.1 on any property owned, leased or controlled by the University, or used for University purposes;

3.4.2 off University property, in circumstances where:

i. the Student is participating in a University activity; or

ii. the Student's conduct has a real and substantial connection to a University activity or the Student represents, claims to represent or would reasonably be perceived to be representing the University or an organization affiliated with the University, and the Student's conduct has a negative impact on the University's reputation or goodwill in the community. For clarity, this provision is not intended to limit a Student's right to lawfully picket, assemble, protest, criticize or disagree with the University on issues of policy.

3.4.3 through electronic media, regardless of where it originates, where there is a clear connection to the University Community; or

3.4.4 Using the University's Information and Communications Technology resources.

3.5 The forms of Academic and Non-Academic Misconduct set out in this Policy include attempts to engage in misconduct, as well as aiding or abetting misconduct.

3.6 This Policy is not to be interpreted to interfere with freedom of expression or the usual and essential free exchange of ideas and debate in an academic environment.

3.7 References to the Chair of the SCA, the University Registrar, the Dean, the Director, the Associate Dean, University Secretary, the Provost and Vice President, Academic

and the President in this Policy and the Procedures enacted under it include their designates where appropriate.

4. DEFINITIONS

4.1 Definitions – Specific to Academic Conduct

4.1.1 **Academic Dishonesty** refers to any type of cheating that occurs in relation to a formal academic exercise.

4.1.2 **Academic Integrity** refers to values like honesty, trust, fairness, respect, and responsibility in which good academic work must be founded. Academic integrity includes a commitment to not engage in or tolerate acts of falsification, misrepresentation or deception. Such acts of dishonesty violate the fundamental ethical principles of the University Community and compromise the worth of work completed by others.

4.1.3 **Academic Misconduct** includes any action, attempted action or assisting of an action that involves Academic Dishonesty, does not support the values of Academic Integrity, or may result in creating an unfair academic advantage for oneself or an unfair academic advantage or disadvantage for any other member(s) of the University Community.

4.2 Definitions – Specific to Non-Academic Misconduct

4.2.1 **Non-Academic Misconduct** includes behaviour a Student knows, or ought reasonably to know, would have an adverse effect on the following:

- **i.** safety of themselves or others;
- **ii.** integrity or proper functioning of the University and its activities;
- **iii.** use and enjoyment of University facilities; or
- **iv.** condition of University property, or property of others being used by the University or in association with a University activity.

4.2.2 **Complaint** means a Non-Academic Misconduct complaint, in the form prescribed by the Procedures enacted under this Policy, regarding the conduct or behaviour of a Student or Students. A Complaint must be made to either UNBC Security Services, the Office of the Registrar, the Office of a Dean or other Administrative Office designated by the Provost and Vice President, Academic or authorized by the Procedures enacted under this Policy to receive a Complaint.

4.2.3 **Complainant** refers to the person(s) filing a Complaint under this Policy. Anyone in the University Community may file a Complaint regarding the Non-Academic Misconduct of a Student(s). Where the Complainant is a contractor, visitor, or guest, the University reserves the right to take on the role of the Complainant.

4.2.4 **On-line Activity** includes communication applications or participation in social media, websites, message boards or other on-line platforms or environments that pertain to UNBC, University property, faculty, Students, or staff.

4.3 General Definitions – Applicable to Academic and Non-Academic Conduct

4.3.1 **Appeal Procedures** mean the Procedures enacted by Senate to ensure clarity, transparency and consistency in the processes used in the initiation and proceeding and disposition of final appeals of decisions made pursuant to this Policy.

4.3.2 **Authorized Representative** is a person authorized in writing, to the extent and in the form prescribed in the Procedures to communicate, receive information, or respond to enquiries with respect to an allegation of Academic or Non-Academic Misconduct, on behalf of a Student.

4.3.3 **Decision Maker** refers to the person or persons who have been granted the authority, pursuant to the *University Act,* or pursuant to this Policy or the Procedures, to determine whether or not to proceed with an informal or formal investigation and to impose a penalty or disciplinary measure for Academic or Non-Academic Misconduct under this Policy.

4.3.4 **Formal Investigation** is a formal process designed to assist with a determination of facts in cases of alleged Academic and Non-Academic Misconduct. A Formal Investigation is conducted by an Investigator designated by the Provost and Vice President, Academic, and in accordance with the Procedures enacted under this Policy.

4.3.5 **Informal Investigation** is an informal process designed to assist the Provost and Vice President, Academic or designated Decision Maker in determining whether an allegation of Academic or Non-Academic Misconduct should be subject to a Formal Investigation or whether an informal review and resolution is appropriate. An Informal Investigation is conducted in accordance with the Procedures enacted under this Policy.

4.3.6 **Investigator's Report** is a written report from an Investigator setting out the process followed in a Formal Investigation as well as any findings of fact.

4.3.6 **Natural Justice and Procedural Fairness** refer to principles and processes that are open and transparent and that ensure timely and fair investigations and hearings, well informed and unbiased decisions by qualified Decision Makers, adequate notice and access to information to be relied on or that is relevant to decisions, and the rights of a person subject to allegations to have sufficient and timely information about those allegations and the opportunity to reasonably and fully respond.

4.3.7 **Procedures** mean the Academic and Non-Academic Misconduct Procedures enacted by the Provost and Vice-President Academic to give effect to this Policy.

4.3.8 **Senate Committee on Student Appeals (SCA)** is the UNBC Senate standing Committee of final appeal for students in matters of Academic and Non-Academic discipline, pursuant to sections 37(1)(v) and 61(2) and (3) of the *University Act*.

4.3.9 **Student** means a person enrolled in a credit course at UNBC, or a person who is otherwise designated as a Student by the UNBC Senate whether through resolution or as defined in the Undergraduate or Graduate Calendar (*University Act* [RSBC 1996] c. 468, s. 1).

4.3.10 **Support Person** is a person who may attend any meeting concerning disciplinary matters related to an allegation of Academic or Non-Academic Misconduct or an appeal hearing with a Student, for personal support. A Support Person is not authorized to speak or receive information on behalf of a Student unless they are also acting as an Authorized Representative, as defined in this Policy.

4.3.11 **University Act or "the Act"** is the University Act of British Columbia [RSBC 1996] Chapter 468.

4.3.12 **University Community** includes, but is not limited to, Students, faculty, employees, contractors, volunteers, affiliates, visitors, guests, and members of the Senate and Board of Governors.

5. ACADEMIC CONDUCT POLICY STATEMENT – REQUIREMENTS AND EXPECTATIONS

5.1 General Principles of Academic Honesty and Academic Integrity

5.1.1. Students are responsible for ensuring that they are familiar with the generally accepted standards and requirements of Academic Honesty and Academic Integrity. Unfamiliarity with these standards and requirements does not excuse a Student from consequences and penalties, pursuant to this Policy, the *UNBC Undergraduate or Graduate Calendar Regulations*, or pursuant to the relevant provisions of the *University Act of British Columbia*.

5.1.2 Faculty members and Instructors are responsible for informing Students at the beginning of each course of any additional or specific criteria related to Academic Honesty or Academic Integrity for a particular class or course, including expectations for acknowledging the thoughts, writings and work of authors and others, which are generally expected or acceptable in the discipline. Faculty members and Instructors are also expected to clarify expectations with respect to acceptable level of group work, limitations on the use of an editor or tutoring service, and use of online resources.

5.1.3 All forms of Academic Dishonesty, whether they occur within or as part of a course, or outside of the requirements or parameters of a specific course, are prohibited and are treated as Academic Misconduct for the purposes of this Policy.

5.1.4 Any action that violates the generally accepted standards of Academic Integrity is prohibited and deemed to be Academic Misconduct for the purposes of this Policy, including any act of dishonesty, falsification, misrepresentation, or deception in one's academic work

5.1.5 Any academic work created or submitted by a student, whether required, assessed or otherwise, may be subject to a penalty for Academic Misconduct, including a presentation or a draft paper, proposal, thesis or other assignment.

5.1.6 It is a violation of Academic Integrity to help others or attempt to help others engage in any form of Academic Dishonesty or Academic Misconduct.

5.2 Specific Forms of Academic Misconduct

The following specific acts, omissions, and behaviours by a Student, as defined in this Policy, whether they occur within or as part of a course, or are not related to a specific course, constitute Academic Misconduct and are prohibited. These examples are provided to support interpretation of the Principles outlined in section 5.1. The list is not exhaustive and is not intended to limit the application of the Principles.

5.2.1 Plagiarism, including, but not limited to, the following:

- **i.** submitting or presenting the work of another person, including artistic imagery, as that of the Student without full and appropriate attribution;
- **ii.** copying all or part of an essay or other assignment from an author or other person, including a tutor or fellow Student, and presenting the material as the Student's original work;
- **iii.** failing to acknowledge the phrases, sentences or ideas of the author of published or unpublished material that is incorporated into an essay or other assignment.

5.2.2 Submitting the same, or substantially the same, essay, project, presentation or other assignment more than once for credit, whether or not the earlier submission was at UNBC or another institution, without clear notice and acknowledgement of the prior use.

5.2.3 Cheating on an in-course or final examination, including, but not limited to, the following:

- i. unauthorized sharing of material such as textbooks during an "open book" examination;
- ii. concealing information pertaining to the examination in the examination room, washrooms or other places accessible to the Student during the time of the examination;
- iii. using course notes or any other aids not approved by a Faculty Member or Instructor, during an examination;

iv. unauthorized possession or use of an examination question sheet, an examination answer book, or a completed examination or assignment, or other examination material;
v. unauthorized use of devices such as mobile phones and tablets or any other unauthorized electronic means of receive or sharing information pertaining to the examination; or
vi. unauthorized access or sharing of information or resources, in any format, pertaining to the examination.

5.2.4 Submitting an essay, project, thesis, presentation, other assignment or examination, or part thereof, as one's original work, that was purchased or otherwise acquired from another source, unless the work or material is commercially available data, images, or other intellectual property that is sourced and the acquisition of which is properly and fully described and cited by the Student and approved by the course Instructor or Academic Supervisor.

5.2.5 Unauthorized use of an editor, whether paid or unpaid. An editor is an individual or service, other than the Faculty member, Instructor, Academic Supervisor, or member of a Supervisory Committee, who manipulates, revises, corrects or alters a Student's written or non-written work.

Students must ask for direction and clarification with respect to the type of editor and the extent of editing that is permissible in the course prior to the submission of the work. Students may access authorized academic support services such as those offered through the Academic Success Centre.

5.2.6 Cheating on assignments, projects, examinations or other forms of evaluation including, but not limited to, the following:

i. using, or attempting to use, another individual's answers;
ii. providing questions or answers to other individuals;
iii. in the case of Students who study together, submitting identical or virtually identical assignments for evaluation, unless expressly permitted by the course Instructor or Academic Supervisor.

5.2.7 Impersonating a candidate or knowingly being impersonated in an examination.

5.2.8 Falsifying material that is subject to academic evaluation, including, but not limited to, the following:
i. submitting false records or information, in writing or orally, including the falsification of laboratory results or research findings.
ii. engaging in misrepresentation, including falsifying documents, to gain a benefit or advantage in a course, including the submission of a forged or altered medical certificate or death certificate.

5.2.9 Engaging in any action intended to disadvantage Students in a course including destroying, stealing, or concealing library resources.

5.2.10 Stealing, destroying or altering the work of another Student.

5.2.11 Unauthorized or inappropriate use of computers, calculators and other forms of technology in coursework, assignments or examinations.

5.2.12 Unauthorized sharing, selling, or use of proprietary instructional, examination, textbook, assignment, or other course materials.

5.2.13 Falsification, misrepresentation, fraud, or misuse with the dominant purpose of academic advantage, including, but not limited to, the following:

- **i.** forging, misusing, or altering any University document or record;
- **ii.** engaging in misrepresentation that may create an incorrect perception of the Student's academic position or credentials;
- **iii.** obtaining any textbooks, study aids, equipment, material, or services by fraudulent means;
- **iv.** submitting a manufactured, forged, altered, or converted document including a forged or altered medical certificate, death certificate, or travel document to a University Official, which the Student knows, or ought reasonably to have known, to be altered;
- **v.** impersonating an Instructor, Student, or other member of the University Community;
- **vi.** engaging in any action which disadvantages the access of Students to course enrollment or course materials;
- **vii.** unauthorized sharing or selling of propriety instructional, examination, textbook, assignment or other course materials; or
- **viii.** hiding or withholding library literature for the purpose of preventing other students accessing the literature.

5.2.14 Misconduct in Undergraduate or Graduate Research as defined in UNBC's *Integrity in Research and Scholarship Policy*, *Research Involving Human Participants Policy*, *Animal Care and Use Policy*, and any other University, Research Ethics Board or the Animal Care and Use Committee policies, procedures or guidelines related to research.

5.2.15 Helping others or attempting to help others engage in any of the Academic Misconduct described herein.

5.3 Disciplinary Measures in Response to Academic Misconduct

Disciplinary measures in response to Academic Misconduct may include, but are not limited to, the following:

5.3.1 **Written Reprimand -** A written reprimand to a Student from the Instructor, Academic Supervisor, Supervisory Committee, the Program Chair or the Dean, that the Student's behaviour has violated the standards and principles outlined in this Policy, and that a record of the behaviour has been placed in the Student's file in the Office of the Registrar.

5.3.2 **Reduction of Grade** - A reduction of grade by the Instructor, including assigning a failing grade, for an examination, test, assignment or course to which an offense is relevant, in consultation as appropriate with the Chair, the Academic Supervisor, Supervisory Committee or Dean. The reduction in grade is communicated by the Instructor to the student, in writing, and copied to the Office of the Registrar to be placed in the Student's file. Where a failing grade is assigned by an Instructor, the support of the Chair or the Dean must be indicated by the signature of the Chair or Dean on the letter of notice.

5.3.3 **Requirement to Withdraw from Course(s)** – The removal of a Student from one or more courses, for one or more terms. Notice of the removal must be provided by the Instructor in writing to the Student and copied to the Office of the Registrar to be placed in the Student's file. In situations where a student has an Academic Supervisor, the Office of the Registrar contacts the Academic Supervisor to inform them of the decision. Where a student is required to withdraw from a course for one or more terms, the support of the Chair or Dean must be indicated by signature of the Chair or Dean on the letter of notice.

Removal from a course for a term or multiple terms, may require re-application for admission to a Program or Faculty and may require withdrawal from any internship, practicum, or research project.

5.3.4 **Requirement to Withdraw from the University** – Suspension of a Student from the University, either for a specified period after which the Student may be eligible to return, or a permanent suspension from the University, with a prohibition on re-application or re-admission. A suspension may only be imposed by the Provost and Vice-President Academic, on authority delegated by the President. Notice of suspension is signed by the Provost and Vice President, Academic and copied to the Office of the President and to the Office of the Registrar to be placed in the Student's file.

Suspension from the University requires withdrawal from any internship, practicum, or research project, and may include termination of employment, where the Student is an UNBC employee and their employment is related to their academic work.

5.3.5 Other reasonable disciplinary measures or penalties may be imposed, provided however that any measures not specified herein must be supported by the Instructor and the Chair or Dean and must be clearly articulated and communicated to the Student and to the Office of the Registrar.

6. NON – ACADEMIC MISCONDUCT POLICY STATEMENT – REQUIREMENTS AND EXPECTATIONS

6.1 General Principles – Respectful Conduct and Behaviour

6.1.1 Students are responsible for ensuring that they are familiar with the generally accepted standards and requirements of respectful conduct and behavior in a University environment. Unfamiliarity with these standards and requirements does not excuse a Student from consequences and penalties, pursuant to this Policy, the *UNBC Undergraduate or Graduate Calendar Regulations*, or pursuant to the relevant provisions of the *University Act of British Columbia*.

6.1.2 The University is responsible for informing Students through reasonable and available means, of additional or specific criteria related to conduct and behaviour that may be expected or required in environments such as University housing, sports facilities, classrooms, field schools or laboratories.

6.1.3 Any behaviour or action that violates the generally accepted standards of conduct is prohibited and deemed to be misconduct for the purposes of this Policy, including any behaviour or act that puts at risk the health, safety and wellness of others, or that interferes in the rights of others to quiet access, enjoyment and use of University facilities or interferes in the rights of others to participate in University activities free from harassment, intimidation or harm.

6.1.4 It is a violation of this Policy to encourage others or attempt to help others engage in any form of misconduct.

6.2 Harassment, Discrimination, Sexual Violence and Misconduct

Students are subject to the provisions of the UNBC policies on *Harassment and Discrimination* and the *Sexual Violence and Misconduct Policy and Response Procedures*, which can be found on the University's Policies and Procedures website.

6.3 Specific Forms of Non-Academic Misconduct

The following specific acts, omissions, and behaviours are prohibited and may lead to intervention, discipline or imposition of penalty by the University. These examples are provided to support interpretation of the Principles outlined in ss. 6.1 through 6.5 above. The list is not exhaustive and is not intended to limit the application of the Principles.

6.3.1 Misconduct Against People

Misconduct against people by word or action includes, but is not limited to, the following:

- **i.** physical aggression, assault, intimidation, threat, or coercion;
- **ii.** threatening or endangering the health, safety, or well-being of any person;

iii. sexual misconduct or sexual violence, as defined in the University's *Sexual Violence and Misconduct Policy*;

iv. bullying or harassment, as defined in the University's *Respect in the Workplace Policy*;

v. harassment or discrimination as defined in the *University's Harassment and Discrimination Policy*;

vi. behaviour that the Student knows, or ought to reasonably know, would be unwelcome and would cause another person to feel threatened, intimidated, or harassed;

vii. engaging in initiation ceremonies, hazing, or other rituals that are dehumanizing or degrading, including initiation ceremonies associated with sports teams and clubs, compromised of individual or collective acts that intimidate or humiliate another person.

6.3.2 Disruption

Disruption means engaging in unruly or threatening behaviour that causes a disturbance and disrupts or threatens to disrupt a University class, event, activity, or process.

6.3.3 Unauthorized Possession or Use of Weapons or Dangerous Objects

Unauthorized possession or use of weapons or dangerous objects as defined and described in the UNBC Policy on *Weapons*.

6.3.4 Unauthorized Possession or Use of Dangerous or Hazardous Substances

Unauthorized possession or use of dangerous substances as defined and described in UNBC Policies on Dangerous and Hazardous Substances, Bio-Hazards, or as otherwise defined and restricted through applicable Legislation or Regulation and as may be communicated through the UNBC Lab Safety Committee, Instructors, written or posted laboratory rules and procedures, or the like.

6.3.5 Misconduct Against Property

Misconduct against property includes, but is not limited to, the following:

i. possessing or using University property, the property of any member of the University Community, or property belonging to a third party acquired in connection with a University activity, without appropriate consent or authority;

ii. destroying, interfering with, or damaging University property or resources, or the property of others on any of the University campuses;

iii. defacing any University property including buildings or premises;

iv. removing books or other library or archival material without authorization;

v. defacing or deliberately misplacing library or archival materials, or engaging in other actions which deprive other members of the University community or public of their opportunity to access these resources.

6.3.6 Fraud, Misuse, and Impersonation

Fraud, misuse, and impersonation includes, but is not limited to, the following:

- **i.** forging, misusing or altering, without permission, any University document or record;
- **ii.** obtaining any textbooks, study aids, equipment, materials or service by fraudulent means;
- **iii.** submitting a manufactured, forged, altered, or converted document, including a forged or altered medical certificate, death certificate, or travel document to a University Official, with intent to deceive;
- **iv.** submitting a document that has been falsified or a misrepresentation made that may create an incorrect perception of a student's academic position or credentials;
- **v.** impersonating a faculty member, Student or other member of the University Community;
- **vi.** obtaining a financial or other advantage by fraudulent means;
- **vi.** misrepresentation of application information;
- **vii.** misrepresenting identity, status, qualifications, or authority;
- **viii.** failure to declare attendance at another post-secondary institution;
- **ix.** failure to report suspensions from another post-secondary institution.

6.3.7 Unauthorized Entry or Presence

Entering or remaining in any University building without proper authorization, or allowing others, without proper authorization, to have access to areas designated for faculty or employees, is prohibited.

6.3.8 Violation of University Policies

Contravening University policies, rules, regulations, or the like.

6.3.9 Violation of the Student Housing Handbook and Student Housing Community Standards or the Student Housing License Agreement

Violation of the published rules and community standards governing Student Housing as set out in *the Student Housing Handbook* or violation of the *Student Housing License Agreement* is prohibited.

6.3.10 Misuse of Disciplinary Procedures

Falsifying or misrepresenting information or causing others to falsify or misrepresent information which either leads to or is presented as part of a University disciplinary processes. This includes making false, vexatious, trivial, or repetitious allegations under this Policy or any other University policy against a University Community member(s).

6.3.11 Misuse of Electronic Email and Other University Information Resources

Misuse of University electronic email and other University information resources includes, but is not limited to, the following actions:

- **i.** access or attempt to access resources without appropriate authorization;
- **ii.** disruption of the proper use of these resources;
- **iii.** destruction or modification of the integrity of computer based information;

iv. invasion of the privacy of others' use of these resources;
v. use or sale of the University information resources for personal gain without authorization;
vi. violation of the protection provided by copyright and/or license for computer programs;
vii. unauthorized use of another person's account, permitting another person to use one's own account, or sharing login and access information for the purpose of enabling such access;
viii. interfering with or harassing other users, including conduct at a computing facility, for example a computer lab;
ix. impersonating another user;
x. using the resources to violate any University regulation, or any provincial or national regulation or law.

6.3.12 Alcohol, Drug and Controlled Substances

Consumption or possession of alcohol, drugs or controlled substance on University property or while participating in a University activity, except as authorized under applicable UNBC Policies.

6.3.13 Illegal Conduct

A criminal conviction or civil court judgement for behaviour that is University related constitutes misconduct under this Policy.

6.3.14 Failure to Comply with the Reasonable Direction of a UNBC Security Officer, Health and Safety Officer, police officer or University administrator with responsibility for Security and the Health and Safety of Members of the UNBC Community.

6.4 Penalties and Disciplinary Measures in Response to Non-Academic Misconduct

6.4.1 Warning or reprimand – a written warning or reprimand to the Student.

6.4.2 Non-academic probation – a written reprimand and order for a designated probationary period in which the Student must fulfill certain conditions, demonstrate good conduct, or otherwise be subject to the imposition of further or more severe disciplinary sanctions.

6.4.3 Restitution – payment of compensation for loss, damage, or harm that may be monetary or in the form of appropriate service or material replacement.

6.4.4 Apology – issuance of a statement, apology, or retraction in an appropriate form in public or private.

6.4.5 Loss of Privileges – a denial of specified privileges for a specified period, including services or privileges for which the Student pays fees. Privileges include, but are not limited to, those that, if restricted, may affect full participation in campus life and/or residence life, but do not make it

impossible to complete academic requirements. Loss of privileges for which a fee has been paid does not result in a partial or full refund of that fee.

6.4.6 **Restriction or Prohibition of Access or Use** – a denial for a specified period, or conditions imposed on, the Student's right to access or use of any part or all of the University's premises, equipment, facilities, services, activities, programs, meetings, or events, or those held by or in association with the University. This includes restricting or prohibiting a Student form visiting Student Housing as the guest of another person.

6.4.7 **Restriction on Contact** – restriction or limitation from contact (e.g. in person, on-line, text message, phone, etc.) with an individual or individuals for a specified period of time. This may include a requirement that the Student remove themselves from an area of campus or on-line venue, forum, or discussion if they encounter an individual or individuals.

6.4.8 **Conditions for (Re)enrollment**– include, but are not limited to, any of the following:

- **i.** behavioural contracts;
- **ii.** work assignments, service to the University, or other such discretionary assignments that are considered appropriate, provided that any such work or service is available and not otherwise prohibited;
- **iii.** agreed upon mental health support service(s), such as participation in counselling or mental health services at UNBC, or coordinated with an external mental health provider acceptable to the University; or
- **iv.** agreed upon participation in a UNBC-based or externally-based program of academic or personal support.

6.4.9 **Loss of Fees** – includes the forfeiture or loss of payment, fees, or refunds.

6.4.10 **Financial Sanctions** – includes disentitlement to, or revocation of, bursaries, awards, and scholarships.

6.4.11 **Deny Admission to the University –** if the student has not yet been admitted to the University.

6.4.12 **Requirement to Withdraw** – removal of the Student from one or more courses for one or more terms (which may require re-application for admission to a Program or Faculty or withdrawal from any internship, practicum, or research project).

6.4.13 **Suspension from the University** – Suspension of the Student from the University, either for a specified period after which the Student is eligible to return, or a permanent suspension from the University. Suspensions normally result in withdrawal and/or imposition of an academic hold.

7. DECISION MAKING AUTHORITY – ACADEMIC AND NON-ACADEMIC MISCONDUCT

7.1 Academic Misconduct

The following outlines the decision-making authority in situations of alleged Academic Misconduct. In accordance with the Procedures enacted under this Policy, the University must provide Students accused of Academic Misconduct with written notice regarding any of the following actions and decisions.

7.1.1 For a minor or first offence, an Instructor, or an Academic Supervisor or Supervisory Committee when applicable, may reduce a Grade, and must file a formal report of resolution or of a finding of Academic Misconduct in a Student's file in the Office of the Registrar.

7.1.2 For second or subsequent offence, an Instructor, or an Academic Supervisor or Supervisory Committee when applicable, may reduce a Grade and must file a report of finding of the Academic Misconduct with the Registrar to be placed in the Student's file. The Registrar must provide notice to the Program Chair responsible for the course in which the Academic Misconduct occurred, the Program Chair responsible for the Program in which the Student is enrolled, if not the same Chair, and the Graduate Student Supervisor when applicable.

7.1.3 At the request of the Student or the Faculty Member, a Program Chair reviews the matter and may alter or confirm the above penalties and, in accordance with the Procedures for a serious first offence, or for a second or subsequent offence, may recommend removal of the Student from the Program, to the appropriate Dean.

7.1.4 At the request of the Student, the Faculty Member or the Chair, or if there is disagreement between the Faculty Member and the Chair, a Dean reviews the matter and may alter or confirm the above penalties. In accordance with the Procedures, the Dean may remove a student from a Program or may recommend suspension of the Student from the University to the Provost and Vice President, Academic for a serious first offence, or for a second or subsequent offence.

7.1.5 At the request of the Student, Faculty Member, Supervisory Committee, Chair or Dean, the Provost and Vice President, Academic may alter or confirm the above penalties. In accordance with the Procedures, the Provost and Vice President, Academic may remove a Student from a Program or, on the authority designated by the President, may suspend a Student from the University.

7.2 Non-Academic Misconduct

The following outlines the decision-making authority in situations of alleged Non-Academic Misconduct. In accordance with the Procedures enacted under this Policy, the University must provide Students accused of Non-Academic Misconduct with written notice regarding any of the following actions and decisions.

7.2.1 While an incident is being resolved, investigated or decided, the Provost and Vice President, Academic may impose precautionary, not disciplinary, interim measures that may include, but are not limited to, the following:

i. the exclusion of individuals from all or any part of the University campuses;

ii. limiting proximity to specific individuals;
iii. limiting participation in campus activities;
iv. limiting the use of the University's IT and communication network;
v. requiring the Student to meet regularly with designated University staff members.

7.2.2 The Provost and Vice President, Academic or the President, in the case of student suspension or expulsion, may take one or more courses of actions including, but not limited to, the following:

i. seek an informal resolution;
ii. refer the matter to the Provost's Advisory Committee on Campus Action, Referral and Evaluation (CARE) for recommendation(s);
iii. recommend the student receive counselling or other professional assistance and, if necessary, assist the student in obtaining counselling or other professional services;
iv. a written reprimand, which forms part of the student's record;
v. a performance contract;
vi. suspension for a specified period;
vii. suspension for an indefinite period, with the ability to apply for readmission to the University after a fixed period;
viii. expulsion without the ability to apply for readmission to the University;
ix. eviction from UNBC Student Housing;
x. prohibition from entering UNBC Student Housing;
xi. assess and recover costs to rectify the damage or loss caused by the student;
xii. any other action deemed appropriate in the circumstances.

7.2.3 The steps of an informal resolution may include, but are not limited to, the following:

i. the Provost and Vice President, Academic may discuss the matter with the Student to determine possible steps the Student could take to correct or resolve the issue;
ii. the Provost and Vice President, Academic may refer the Student to University and/or community-based support services;
iii. if the Student agrees to the proposed Informal Resolution, the Provost and Vice President, Academic prepares a written Resolution Agreement outlining action to be taken by the Student, which the Student signs.
iv. the Resolution Agreement is revoked if the Student breaches the agreement. If the Student fails to adhere with any aspect of the Resolution Agreement, the Provost and Vice President, Academic proceeds to Formal Disciplinary Action.
v. the Office of the Provost retains a copy of the signed Resolution Agreement and monitors the Student's adherence with the Resolution Agreement. Failure to adhere with a signed Resolution Agreement is prohibited under the *Academic and Non-Academic Conduct Student Policy*. In the event the Student does not adhere with the conditions of the Resolution Agreement, the University may pursue both the original

conduct addressed by the Resolution Agreement and the breach of the Resolution Agreement.

vi. a Resolution Agreement may be entered into at any time prior to the Provost and Vice President, Academic imposing Disciplinary Measures.

vii. if the Complaint is not resolved by Informal Resolution, the matter may proceed to Formal Disciplinary Action.

7.2.4 If falsified documents are submitted or other forms of misrepresentation are made by a student or on behalf of a student that create an incorrect perception of a student's academic position or credentials, the Dean may take one or more courses of actions including, but not limited to, the following:

i. issue a formal, written reprimand to the student and place a copy of the reprimand on the student's University file;

ii. deny the student admission or registration to a program or course of study if they have not yet been admitted;

iii. disqualify the student from future considerations into a program or course of study;

iv. require that the student write a letter of apology to any person adversely affected by the falsification or misrepresentation;

v. correct any grade that the student may have received as a result of the falsification or misrepresentation;

vi. recommend that the student receive counselling or other professional assistance; or

vii. if it is believed that a more severe penalty should be imposed, a report of the incident is forwarded to the Provost and Vice President, Academic with a copy to the student;

viii. Procedures 7.2.4 i. – vii. apply if the falsified documents or misrepresentation are discovered in a subsequent semester.

7.2.5 If the University Registrar determines a student not yet admitted to the University has submitted a document that has been falsified or a misrepresentation is made that may create an incorrect perception of a student's academic position or credentials, the University Registrar may deny the student admission to the University, including future considerations.

8. RIGHT TO APPEAL DECISIONS OR DISCIPLINE - ACADEMIC AND NON-ACADEMIC MISCONDUCT

A Student may appeal a decision made or disciplinary measure imposed in response to a finding of Academic or Non-Academic Misconduct. In accordance with the *University Act*, the appeal is to the Senate Committee on Student Appeals. An appeal is accepted by the Senate Committee if it meets the following criteria:

8.1. The principles of Natural Justice or Procedural Fairness were not followed in the process leading to the decision or imposition of discipline;

8.2 Decisions were made in the investigation or adjudication process by persons who do not have the authority under this Policy, the Undergraduate or Graduate Calendar or the *University Act* to make decisions with respect to Academic or Non-Academic Misconduct;

8.3 Discipline imposed was excessive, or not consistent with University Policy or practice.

9. OUTCOMES OF APPEAL – ACADEMIC AND NON-ACADEMIC MISCONDUCT

9.1 If SCA, in consultation with the University Registrar, determines the substance of the appeal does not fall under the provisions outlined in section 8, the appeal is dismissed.

9.2 If SCA, in consultation with the University Registrar, determines the substance of the appeal falls under the provisions outlined in section 8, a SCA Appeal Hearing is called. SCA has the authority to make one of the following decisions:

9.2.1 the SCA may dismiss the appeal and uphold the disciplinary decision; or

9.2.2 the SCA may refer the matter back to the Decision Maker for further decision, or for further investigation and then further decision, as the Decision Maker may determine.

9.3 In all cases, where an appeal is allowed, the original penalty remains in effect until the matter is reconsidered and a further decision is made by the Decision Maker.

10. AUTHORITY TO ENACT PROCEDURES AND GENERAL PROCEDURAL REQUIREMENTS – ACADEMIC AND NON-ACADEMIC MISCONDUCT AND APPEALS

10.1 The Provost and Vice-President Academic has the authority to enact Procedures to give effect to the Academic and Non-Academic Misconduct provisions of this Policy.

10.2 The UNBC Senate has the authority to enact Procedures to give effect to the Appeal provisions and rights under this Policy and in accordance with the *University Act*.

10.3 All Procedures enacted under this Policy must be consistent with the provisions of this Policy and the requirements of the *University Act*, and be designed to support the application of the principles of Natural Justice and Procedural Fairness.

10.4 Procedures enacted under this Policy support the decision making authority of Instructors, Chairs, Deans and the Provost and Vice President, Academic in matters of Academic Discipline, respect the statutory authority of the President under the *University Act* to suspend a student or deal summarily with any matters of student discipline, and the statutory authority of the UNBC Senate to hear appeals and make final determinations on matter of student discipline.

10.5 The procedures are consistent with the requirements of the British Columbia *Freedom of Information and Protection of Privacy Act* (FIPPA). They ensure that all informal and formal processes, investigations and proceedings conducted under this Policy reflect best practices in the Protection of Privacy and Record's Management, and only those persons within the Institution who require personal information related to an allegation or Complaint have access to that information.

UNBC UNIVERSITY OF NORTHERN BRITISH COLUMBIA

Motion Number (assigned by Steering Committee of Senate): **S-202001.06**

SENATE COMMITTEE ON ACADEMIC APPEALS AND SENATE COMMITTEE ON STUDENT DISCIPLINE APPEALS

PROPOSED MOTION

Motion: That the Student Appeals Procedures be approved as proposed.

1. **Effective Date:** February 1, 2020

2. **Rationale:**

   The *Student Appeals Procedures* are enacted under the *Academic and Non-Academic Conduct Student Policy* and regulations in the Academic Calendars. They were written to accompany the new Policy and updated regulations

3. **Implications for Other Programs / Faculties**

   The changes affect all academic administrative units and academic service units that directly support students.

4. **College:** CSAM and CASHS

   College Council / Committee Motion Number: For information and feedback.

   College Council / Committee Approval Date: CSAM – March 14, 2019 and CASHS – March 21, 2019

5. **Attachment Pages (if applicable):** 8 pages

   - Student Appeals Procedures

INFORMATION TO BE COMPLETED AFTER SCAA AND SCSDA MEETING

Brief Summary of Committee Debate:

Motion No.: SCAA/SCSDA201909.04

Moved by: L. Parent **Seconded by:** K. Hirsh-Pearson

Committee Decision: CARRIED

Approved by SCAA And SCSDA October 4, 2019 **Date** **Chair's Signature**

For recommendation to ✓ **, or information of** _____ **Senate.**

UNBC UNIVERSITY OF NORTHERN BRITISH COLUMBIA	Policy No: S-202001.05	Approval Date: January 15, 2020
PROCEDURES	**Approving Authority:** Senate and the Board of Governors **Responsible Executive:** Provost and Vice President Academic	
Title: **Student Appeals**		

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1. PURPOSE

These procedures establish the process followed to resolve student appeals including academic misconduct, grade appeals, academic standards and non-academic misconduct appeals.

2. SCOPE

These procedures apply to all UNBC students as defined in Section 4.3.9 of the *Academic and Non-Academic Conduct Student Policy*.

3. PRINCIPLES

3.1 All students have the natural and reasonable right to appeal grades given during the term, the final grade of a course, and other academic policies and decisions of the University. SCA's decisions are final, binding and are not subject to review or appeal.

3.2 The Senate Committee on Student Appeals (SCA) is the standing committee of final appeals for students in matters of academic misconduct, non-academic misconduct, grade appeals and academic standards requirement to withdraw.

3.3 All appeal hearings are held in the strictest confidence and normally are attended only by members of the SCA and the parties to the particular appeal.

3.4 Faculty or student SCA committee members with previous direct involvement in the case may not deliberate on the appeal.

3.5 The Student has the right to challenge the neutrality of any member of the Committee scheduled to hear his/her appeal. The SCA Chair, with the advice of the Committee, rules on the validity of the challenge.

3.6 A support person may accompany a Student to any meeting concerning disciplinary matters and to an SCA appeal hearing.

3.7 Neither the Student nor the University has the right to representation by legal counsel during Appeal Hearings except by permission of the SCA Chair. The SCA Chair, at the Chair's sole discretion, may allow legal representation where they judge the circumstances of the case to be exceptional.

3.8 The Student may choose to withdraw the appeal at any stage in the process by notifying the University Registrar.

3.9 An appeal may result in a higher, equal or lower disciplinary decision or grade**.**

4. CONSIDERATIONS

4.1 The SCA Chair and the SCA each have the discretion to vary these procedural guidelines and time limits based on individual circumstances.

4.2 Evaluation of a Student's academic performance for continued enrolment is done prior to the completion of a grade appeal process, if the grade in question is pertinent to the said evaluation.

4.3 An appeal may result in a higher, equal or lower disciplinary decision or grade. The final recourse for all appeals is the SCA.

4.4 Communication and responses sent to the Student's UNBC email address provided on the appeal letter are deemed delivered to the Student unless the Student has provided the University Registrar written notice of a change in email address or that they wish to receive communication and responses via delivery to their home address.

4.5 SCA's decision is delivered to the Student and persons within the University who need to receive a copy of the decision for administrative purposes, including, but not limited to, the decision maker, University Registrar, Instructor, Academic Supervisor, Supervisory Committee, Program Chair, Director, Associate Dean, or Dean.

5. PROCEDURES – INITIATION OF STUDENT APPEALS

5.1. Initiation of Academic Misconduct, Grade for Course in Progress, and Final Grade Appeals

5.1.1 Students may appeal the following:

i. discipline imposed in response to a finding of Academic Misconduct and is accepted by SCA if it meets the appeal criteria outlined in *section 8. of the Academic and Non-Academic Conduct Student Policy*;

ii. a grade for a course in progress or final grade for a course the Student believes is inaccurate;

iii. requirement to withdraw on academic grounds if the Student believes it was made unfairly or the process leading up to the decision was not followed.

5.1.2 The Student obtains an *Academic Appeal Form* from the Office of the Registrar and should complete *Statement of Matter Under Appeal and Proposed Resolution* on the *Academic Appeal Form*.

5.1.3 The Student meets with their course Instructor to discuss their concerns as outlined in the *Academic Appeal Form*. The instructor and Student complete the Informal Appeal to the Instructor section of the *Academic Appeals Form*.

i. If the instructor and the Student agree on a resolution, the matter is considered informally resolved. The instructor submits the *Academic Appeal Form* that includes the agreed resolution to the Office of the Registrar; or

ii. If the matter cannot be resolved informally, the instructor returns the form to the Student.

5.1.4 The Student decides within seven (7) business days of their meeting with the instructor if they would like to move forward with a formal appeal.

5.1.5 If moving ahead with a formal appeal, the Student submits the *Academic Appeal Form* and a letter to the Program Chair, Director or Associate Dean clearly articulating the following: the decision being appealed; the reason(s) why the decision is considered to be unfair; and what decision would be considered fair and why it would be fair. Graduate students must also provide their Academic Supervisor a copy of the *Academic Appeal Form* and letter.

5.1.6 The Program Chair, Director or Associate Dean reviews the appeal and meets with the Student and Instructor to discuss the appeal. The Program Chair, Director or Associate Dean documents the conversation on the *Academic Appeal Form.*

5.1.7 If a resolution favourable to the Student is found within seven (7) business days, the Program Chair, Director or Associate Dean submits the *Academic Appeal Form* to the Office of the Registrar stating the resolution and includes any applicable forms, if this is the agreed resolution. For Graduate Students, their Academic Supervisor should also receive a copy of the completed form.

5.1.8 If no resolution favourable to the Student is reached within seven (7) business days, the Chair, Director or Associate Dean submits the *Academic Appeal Form* to the responsible Dean. For Graduate Students, their Academic Supervisor should also receive a copy of the completed form.

5.1.9 The Dean reviews the appeal package, meets with the Program Chair, Director or Associate Dean and documents the conversation.

5.1.10 If the Dean requires further information, they may contact the Student and/or the Instructor.

5.1.11 If no resolution acceptable to the Student is reached within seven (7) business days, the Dean submits the form to the Office of the Registrar to be placed in the Student's file. For Graduate Students, their Academic Supervisor should also receive a copy of the completed form.

5.1.12 The University Registrar writes to the Student informing them of the decision of the Dean and provides the Student with the options of

withdrawing the appeal or moving the appeal ahead to the Senate Committee on Student Appeals.

5.1.13 Within 15 business days of being informed of the Dean's decision, the Student must inform the University Registrar if they are moving ahead with a SCA appeal by writing a letter to the SCA through the University Registrar and requesting an appeal hearing. The letter must clearly articulate the decision being appealed, the reason(s) why the decision is considered to be unfair, what decision would be considered fair, and why it would be fair. The Student must also submit all relevant appeal documentation to the University Registrar.

5.2 Initiation of Academic Standards Requirement to Withdraw Appeal

5.2.1 Students who have reason to believe their requirement to withdraw on academic grounds was made unfairly, or the process leading up to the decision was not followed, must first appeal to the responsible Dean in writing articulating the decision being appealed, the reason(s) why the decision is considered to be unfair, what decision would be considered fair, and why it would be fair.

5.2.2 If the Dean, in consultation with the President, agrees to rescind the requirement to withdraw, the Dean informs the Office of the Registrar and the Academic Supervisor (when applicable) and no further action by the Student is necessary.

5.2.3 If the Dean, in consultation with the President, does not agree to rescind the requirement to withdraw, the Student can appeal to SCA about a decision made regarding requirement to withdraw in writing if the appeal meets one or more of the following criteria:

i. the Decision Maker incorrectly applied a University policy and, as a result, the decision was unfair;
ii. the Student has material evidence that was not reasonably available prior to the time of the decision under appeal, and knowledge of that evidence would probably have led to a different decision;
iii. during the process leading up to the imposition of discipline the Student did not know the substance of the complaint and was not given, at some point in the process, a reasonable opportunity to respond;
iv) the process was otherwise procedurally unfair.

5.2.4 The appeal letter and all relevant attachments, must be filed by the Student with the Office of the Registrar within 15 working days of the date of the decision being appealed.

5.2.5 The letter must contain the following:

i. Student's name and student number;
ii. Student's address, telephone number and UNBC email address
iii. Information about the decision being appealed, including a summary of the circumstances surrounding the decision to impose discipline

and the process leading up to the decision. If available, the Student must attach a copy of the written decision;

iv. A summary of the ground(s) on which the appeal should advance. The grounds of an appeal must meet one or more of the criteria as outlined in section 5.2.3 of these procedures.

v. the documentary evidence and/or witness statement(s) of the new evidence if the appeal alleges that there is material evidence that was not reasonably available prior to the decision; and

vi. a brief statement of the remedy sought on appeal.

5.3 Initiation of Non-Academic Misconduct Appeal

5.3.1 Students may appeal non-academic discipline under the *Academic and Non-Academic Conduct Student Policy* to the SCA if it meets the criteria outlined in section 8. of the Policy.

5.3.2 The Student must file a *Notice of Appeal* and all relevant attachments to the Office of the Registrar within 15 business days of the date of the decision being appealed.

5.3.3 The Notice of Appeal must contain the following:

i. the Student's name, UNBC student number, address, telephone number and UNBC email address;

ii. information about the decision being appealed, including a summary of the circumstances surrounding the decision to impose discipline and the process leading up to the decision. If available, the Student must attach a copy of the written decision;

iii. a summary of the ground(s) on which the appeal should advance. The grounds of an appeal must meet one or more of the criteria as outlined in section 8, of the *Academic and Non-Academic Conduct Student Policy;*

iv. the documentary evidence and/or witness statement(s) of the new evidence if the appeal alleges that there is material evidence that was not reasonably available prior to the decision;

v. a brief statement of the remedy sought on appeal.

5.3.4 A copy of the Notice of Appeal and attachment(s) are delivered to the Provost and Vice President, Academic, and the Chair of SCA requests the Record of the Investigation and the decision from the Office of the Provost and Vice President, Academic. The Record of the investigation and decision should include the following, where available:

i. the initial complaint;

ii. the Investigation Report prepared by the Provost and Vice President, Academic;

iii. any documents gathered by the Provost and Vice President, Academic during the Investigation;

iv. the submissions of the Student and Complainant provided to the Provost and Vice President, Academic; and

v. the decision.

5.3.5 Within seven (7) business days of the receipt of the Notice of Appeal, the Provost and Vice President, Academic submits a written response and the

Record of the Investigation to the appeal to SCA through the University Registrar. A copy of the response and Record of Investigation are sent to the Student.

5.3.6 If the Provost and Vice President, Academic raised any new issues the Student could not reasonably have anticipated, the Student may, within seven (7) business days of receipt of the Provost and Vice President, Academic's submissions, send the University Registrar a written reply. The University Registrar sends a copy of the reply to the Provost and Vice President, Academic.

5.3.7 If the Student would like to proceed with their appeal to SCA, the Student must notify the University Registrar in writing.

6. PROCEDURES – APPEAL TO THE SENATE COMMITTEE ON STUDENT APPEALS

6.1 Preliminary Review

SCA, in consultation with the University Registrar, reviews any forms, letters, Notice of Appeals, reports and other relevant documentation from the Student's file concerning the appeal and makes one of the following decisions based on the nature of the appeal.

6.1.1 Academic Misconduct and Non-Academic Appeals

i. If the appeal meets the provisions outlined in section 8. of the *Academic and Non-Academic Conduct Student Policy*, SCA calls for an appeal hearing.

ii. If the substance of the appeal does not fall under the *Academic and Non-Academic Conduct Student Policy*, the appeal is returned to the Student with a letter from the Chair of SCA explaining why the appeal does not meet appeal criteria.

6.1.2 Grade for Course in Progress and Final Grade Appeals

i. If the substance of the appeal indicates the principles of Natural Justice or Procedural Fairness were not followed in the process leading up to the grade or in the grade appeal, SCA calls for an appeal hearing.

ii. If the substance of the appeal does not fall under section 6.1.2 i., the appeal is returned to the Student with a letter from the Chair of SCA explaining why the appeal does not meet appeal criteria.

6.1.3 Academic Standards Requirement to Withdraw Appeals

i. If the appeal meets one or more of the following criteria, SCA calls for an appeal hearing:

a. The principles of Natural Justice or Procedural Fairness were not followed in the process leading up to the requirement to withdraw decision;

b. Decisions were made in the investigation or adjudication process by persons who do not have the authority under the

Undergraduate or Graduate Calendar or the University Act to make decisions with respect to requirement to withdraw;

c. Discipline imposed was excessive, or not consistent with University policy or practice.

ii. If the substance of the appeal does not fall under section 6.1.3 i., the appeal is returned to the Student with a letter from the Chair of SCA explaining why the appeal does not meet appeal criteria.

6.2 Academic Appeal Hearing

6.2.1 The members of SCA, Student, Instructor, Academic Supervisor, Program Chair, Director, Associate Dean, Dean, Provost and Vice President, Academic or other decision makers involved in the decision-making process (es) are provided the complete Appeal Package and invited to the SCA Appeal Hearing.

6.2.2 SCA may request further submissions in writing or in person if necessary for their deliberations.

6.2.3 SCA deliberates in a closed meeting.

6.2.4 The decision of the majority of the SCA is the decision of the committee.

6.2.5 After considering an appeal, SCA makes one of the following decisions based on the nature of the appeal.

i. Academic Misconduct and Non-Academic Misconduct Appeals:

a. uphold the disciplinary decision; or

b. refer the matter back to the decision maker(s) for further consideration or for further investigation, and then further decision.

ii. Grade While Course is in Progress or Final Grade Appeals:

a. uphold the grade;

b. recommend to the Dean that a test, exam, or assignment be re-marked.

c. refer the matter back to the Instructor, Program Chair, Director, Associate Dean or Dean for further consideration.

iii. Academic Standards Requirement to Withdraw

a. uphold the requirement to withdraw decision;

b. refer the matter back to the Dean and President for further consideration or for further investigation, and then further decision.

6.2.6 The Chair of SCA issues the committee's decision to the Student in writing, with the reasons for the decision, normally within five business days of the conclusion of its deliberations.

7. PROCEDURAL AUTHORITY / EXECUTIVE OR ADMINISTRATIVE RESPONSIBILITIES

These procedures are administered under the authority of the Provost and Vice President, Academic.

UNBC UNIVERSITY OF NORTHERN BRITISH COLUMBIA

Motion Number (assigned by Steering Committee of Senate): **N/A**

SENATE COMMITTEE ON ACADEMIC APPEALS AND SENATE COMMITTEE ON STUDENT DISCIPLINE APPEALS

PROPOSED MOTION

Motion: That the Academic and Non-Academic Misconduct Procedures be approved as proposed.

1. **Effective Date:** January 1, 2020

2. **Rationale:**

   The *Academic and Non-Academic Misconduct Procedures* are enacted under the *Academic and Non-Academic Conduct Student Policy* and were written to accompany the new Policy.

3. **Implications for Other Programs / Faculties**

   The changes affect all academic administrative units and academic service units that directly support students.

4. **College:** CSAM and CASHS

   College Council / Committee Motion Number: For information and feedback.

   College Council / Committee Approval Date: CSAM – March 14, 2019 and CASHS – March 21, 2019

5. **Attachment Pages (if applicable):** 9 pages

   - Academic and Non-Academic Misconduct Procedures

INFORMATION TO BE COMPLETED AFTER SCAA AND SCSDA MEETING

Brief Summary of Committee Debate:

Motion No.: **SCAA/SCSDA10909.03**

Moved by: K. Hirsh-Pearson **Seconded by:** B. Van Der Velde

Committee Decision: CARRIED

Approved by SCAA And SCSDA: September 20, 209 **Date** **Chair's Signature**

For recommendation to ✓ **, or information of** _____ **Senate.**

UNBC UNIVERSITY OF NORTHERN BRITISH COLUMBIA **PROCEDURES**	**Policy No:** S-202001.05	**Approval Date:** January 15, 2020
	Approving Authority: Senate and the Board of Governors **Responsible Executive:** Provost and Vice-President, Academic	
Title: **Academic and Non-Academic Misconduct**		

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1. PURPOSE

These procedures establish the process followed to resolve, informally or formally, student academic or non-academic conduct complaint or allegation.

2. SCOPE

These procedures apply to all UNBC students as defined in Section 4.3.9 of the *Academic and Non-Academic Conduct Student Policy*.

3. PRINCIPLES

3.1 Students must be treated fairly before being penalized for misconduct. They are entitled to information about the alleged wrongdoing and to provide a response.

3.2 When the University imposes a penalty on a Student for misconduct, the Student may appeal to the Senate Committee on Student Appeals (SCA). SCA is the standing committee of final appeal for students in matters of all misconduct.

3.3 A support person may accompany a Student to any meeting concerning disciplinary matters.

3.4 The University may proceed with a case even if it is also being dealt with in proceedings external to the University.

3.5 Where University policies set out procedures that are invoked in particular contexts (e.g., *Sexual Violence and Misconduct Policy and Response Procedures*), those procedures must be followed before any disciplinary action is taken under the *Academic and Non-Academic Conduct Student Policy*.

3.6 In deciding upon the appropriate penalty to be imposed for an act of student academic or non-academic misconduct, consideration must be given to the following factors:

3.6.1 the extent of the misconduct;

3.6.2 the impact that the misconduct has had on members of the University community;

3.6.3 the impact that the misconduct has on the public image of the University;

3.6.4 the inadvertent or the deliberate nature of the misconduct;

3.6.5 the importance of the work in question as a component of the course or program;

3.6.6 whether the act in question is an isolated incident or part of repeated acts of misconduct; and

3.6.7 any other mitigating or aggravating circumstances.

4. PROCEDURES – ACADEMIC MISCONDUCT

4.1 Allegations

4.1.1 An Instructor who suspects a Student has engaged in academic misconduct as outlined in section 5.2 of the *Academic and Non-Academic Conduct Student Policy*, and has evidence to support the allegation, should contact the Student normally within 10 business days of the incident. The Student is informed of the allegation and offered the opportunity to respond, which normally results in a meeting between the Instructor and Student.

4.1.2 If the Student refuses to provide a response to the allegation or to participate in the process, the Instructor can proceed to make a determination of the incident.

4.2 Determining the Nature of the Allegation

4.2.1 If the Instructor determines there is not enough compelling information to support the allegation, the investigation ends and the Student is informed of the determination.

4.2.2 If the Instructor determines there is enough compelling information to support the allegation, the process proceeds as outlined in section 4.3.

4.3 Determining the Nature of the Allegation and Appropriate Penalties

4.1.3 If there is compelling information to support the allegation of an offence, the Instructor completes the *UNBC Academic Misconduct Form*, and may impose a penalty as outlined in section 7.1.1 of the Policy.

4.1.4 For minor or first offences, the Instructor meets with the Student to report their findings and inform the Student of the penalty.

- **i.** If the Student agrees with the allegation, resolution and penalty, they complete and sign the student section of the *UNBC Academic Misconduct Form*. The Instructor submits the completed form and any supporting documentation to the Office of the Registrar, the Office of the Registrar places the form and documentation in the Student's file, and the matter is considered resolved.
- **ii.** If the Student does not agree with the accusation, resolution or penalty, the Student may complete the comment section but does not sign the student section of the *UNBC Academic Misconduct Form*. The matter is considered unresolved, and the Instructor forwards the form and any

supporting documentation onto the Program Chair, Director or Associate Dean. For Programs that do not have a Program Chair, Director, or Associate Dean, the form and any supporting documentation are forwarded to the Dean.

4.3.3 The Instructor refers allegations that are a second or subsequent offence that may or may not be minor or a first-time violation that is particularly unusual or serious to the Program Chair, Director or Associate Dean, or to the Dean when the Programs does not have a Program Chair, Director, or Associate Dean.

4.4 Referral to the Program Chair, Director or Associate Dean

4.4.1 The Program Chair, Director or Associate Dean reviews the allegation(s) and any supporting documentation.

4.4.2 For allegations that are a second or subsequent offence, or if the Instructor, Program Chair, Director or Associate Dean knows or suspects the allegation is a second or subsequent offence, the Program Chair, Dean or Associate Dean contacts the Office of the Registrar to outline the incident and determine if the Student's record contains any other confirmed academic misconduct.

4.4.3 The Program Chair, Director or Associate Dean and the Instructor meet with the Student to discuss the allegation.

- **i.** The Program Chair completes the *UNBC Academic Misconduct Form* and decides to dismiss the case, uphold the Instructor's decision, impose another penalty or refer the case to the Dean, which may include a recommendation.
- **ii.** If the Student agrees with the allegation, resolution and penalty, they complete and sign the student section of the *UNBC Academic Misconduct Form*. The Program Chair, Director or Associate Dean submits the completed form and any supporting documentation to the Office of the Registrar, the Office of the Registrar places the form and documentation in the Student's file, and the matter is considered resolved.
- **iii.** If the Student does not agree with the accusation, resolution or penalty, then the Student may complete the comment section but does not sign the student section of the *UNBC Academic Misconduct Form*. The matter is considered unresolved, and the Program Chair, Director or Associate Dean forwards the form and any supporting documentation onto the Dean.

4.5 Professional Programs

In the case of professional programs that have their own internal procedures for the purpose of accreditation, allegations of student academic misconduct are reviewed as per the professional program's regulations.

4.6 Referral to the Dean

4.6.1 Where there have been one or more prior violations of academic dishonesty or academic misconduct, and the Program Chair, Director or Associate Dean has determined that compelling information exists to support the allegation, the Program Chair forwards the case to the responsible Dean.

4.6.2 The Program Chair, Director or Associate Dean may submit a recommendation to the Dean with respect to a proposed penalty.

4.6.3 In the case of a first-time violation that is particularly unusual or serious, the Program Chair, Director or Associate Dean may refer the case to the responsible Dean with a recommendation for a penalty more severe than those normally imposed.

4.6.4 The Dean reviews the allegation(s), any prior academic violations, and recommendation(s) from the Program Chair, Director or Associate Dean to determine an appropriate penalty for the academic misconduct as per the Policy.

4.6.5 The Dean meets with the Student to discuss the allegation.

- **i.** The Dean completes the *UNBC Academic Misconduct Form* and decides to dismiss the case, uphold the Program Chair, Director or Associate Dean's decision or recommendation, or impose another penalty.
- **ii.** The Student completes and signs the student section of the *UNBC Academic Misconduct Form*.
- **iii.** The Dean submits the completed form and any supporting documentation to the Office of the Registrar, the Office of the Registrar places the form and documentation in the Student's file.

4.7 Referral to the Provost and Vice President, Academic

4.7.1 Cases where the Dean recommends the Student be removed from a Program or suspended from the University are referred to the Provost and Vice President, Academic.

4.7.2 The Provost and Vice President, Academic reviews the allegation(s), any prior academic violations, and the recommendation(s) and determines if removal from the Program or suspension is the appropriate penalty for the misconduct.

4.7.3 The Provost and Vice President, Academic completes the *UNBC Academic Misconduct Form* and forwards it to the Office of the Registrar to be placed in the Student's file.

4.8 Letters of Reprimand

4.7.1 The Student is sent notification outlining the penalty by the authority (Instructor, Program Chair, Director, Associate Dean, Dean, or Provost and Vice President, Academic) responsible for imposing the penalty.

4.7.2 A copy of the letter is sent to the Office of the Registrar for inclusion in the Student's record.

4.7.3 Where applicable, a copy of the letter is also sent to the Instructor, Program Chair, Director, Associate Dean, Academic Supervisor, Supervisory Committee, Office of Graduate Programs and the Dean.

5. PROCEDURES – NON-ACADEMIC MISCONDUCT

5.1 Emergencies

Complaints related to safety, security, and other urgent matters should be made to UNBC Security Services, who respond to ensure the safety and security of members of the University Community, contractors, visitors and guests, and safeguard the operation of the University and its property as per the *Emergency Response to Inappropriate, Disruptive or Threatening Behaviour Policy*.

UNBC Security Services documents the incident in an Incident Report and includes their observations and any other relevant circumstances. This information is forwarded to the Provost and Vice President, Academic and the senior level administrator responsible for Safety and Security in a timely manner, normally within one business day.

5.2 General Procedures for Student Non-Academic Misconduct

5.2.1 If a member of the University Community believes that a Student has engaged in non-academic misconduct under the *Academic and Non-Academic Conduct Student Policy*, a University official may complete an *Incident Report* and forward the report to the Provost and Vice President, Academic and the senior level administrator responsible for Safety and Security.

5.2.2 If the misconduct involves a form of harassment, the written report of the investigation conducted is sent to the Provost and Vice President, Academic, who is the responsible officer for students.

5.2.3 Upon receipt of the report, the Provost and Vice President, Academic may impose interim measures as outlined in section 7.2.1 of the *Academic and Non-Academic Conduct Student Policy* while the incident is being resolved, investigated or decided. Such measures are precautionary, not disciplinary, and are reassessed weekly.

5.2.4 The Provost and Vice President, Academic investigates the alleged act of misconduct and decides if the allegations are true and constitute Non-Academic Misconduct under the *Academic and Non-Academic Conduct Student Policy*, or if the allegations fall under another University Policy.

5.2.5 The Provost and Vice President, Academic must give the Student the opportunity to meet and discuss the situation.

5.2.6 After the investigation is complete, the Provost and Vice President, Academic or the President, in the case of student suspension or expulsion, may take one or more courses of actions as outlined in section 7.2.2 of the *Academic and Non-Academic Conduct Student Policy*.

5.2.7 The Provost and Vice President Academic or the President must notify the Student in writing of the decision and action taken.

5.2.8 If the Provost and Vice President, Academic or President take action under 7.2.3 (ii) through 7.2.3 (vi) of the *Student Academic and Non-Academic Conduct Student Policy*, the Student must be notified in writing that a copy of the documentation associated with the incident and a record of any actions taken is retained by the University and that, in the event of any further reports of non-academic misconduct, the record may be used in determining the action to be taken for the subsequent misconduct.

5.2.9 The Provost and Vice President, Academic will notify the Complainant of the result of the Investigation to the extent possible.

6. PROCEDURES – FALSIFIED DOCUMENTS OR OTHER FORMS OF MISREPRESENTATION

6.1 Allegations of Falsified Documents or Other Forms of Misrepresentation Submitted to the Office of the Registrar

6.1.1 If the University Registrar has reasonable grounds to believe a document has been falsified or a misrepresentation made that may create an incorrect perception of a Student's academic position or credentials, the Student should be contacted normally within 10 business days of the incident. The Student is informed of the allegation and offered the opportunity to respond, which normally results in a meeting between the University Registrar and the Student.

6.1.2 If the Student refuses to provide a response to the allegation or to participate in the process, the University Registrar can proceed to make a determination of the incident.

6.1.3 If the University Registrar determines there is not enough compelling information to support the allegation, the investigation ends and the Student is informed of the determination.

6.1.4 If the University Registrar determines there is enough compelling information to support the allegation, the University Registrar refers the matter to the Dean with one or more of the recommendations outlined in section 7.2.4 of the *Academic and Non-Academic Conduct Student Policy.*

6.1.5 The Student is notified in writing that a copy of the documentation associated with the incident and a record of the action taken is retained by the University and that, in the event of any further reports of misconduct, the record may be used in determining the action to be taken for the subsequent misconduct.

6.2 Other Allegations of Falsified Documents or Other Forms of Misrepresentation

6.2.1 If an Instructor, or Academic Supervisor or Supervisory Committee when applicable, has reasonable grounds to believe that a Student in their course has submitted a document that has been falsified or has made a misrepresentation to gain a benefit or an advantage in a course, the Instructor, or Academic Supervisor or Supervisory Committee, must confer with the Program Chair, Director or Associate Dean to decide whether the misconduct should be dealt with as a case of Academic Misconduct or non-academic misconduct, or both.

6.2.2 If the Instructor and the Program Chair, Director, or Associate Dean decide that the falsification or misrepresentation should be dealt with as Academic Misconduct, they must proceed under *section 4. Procedures – Academic Misconduct*.

6.2.3 If the Instructor, or Academic Supervisor or Supervisory Committee when applicable, and the Program Chair, Director or Associate Dean decide that the falsification or misrepresentation should be dealt with as Non-Academic Misconduct, they must proceed under *section 5. Procedures – Non-Academic Misconduct*.

6.2.4 If the Instructor, or Academic Supervisor or Supervisory Committee when applicable, and the Program Chair, Director or Dean decide that the falsification or misrepresentation should be dealt with as both Non-Misconduct and Academic Misconduct, the matter must be dealt with under *section 5. Procedures – Non-Academic Misconduct*. Following an investigation and determination of Non-Academic Misconduct, an academic penalty may be imposed in addition to any of the penalties for Non-Academic Misconduct.

7. PROCEDURAL AUTHORITY / EXECUTIVE or ADMINISTRATIVE RESPONSIBILITIES

These procedures are administered under the authority of the Provost and Vice President, Academic.

UNIVERSITY OF NORTHERN BRITISH COLUMBIA

BOARD OF GOVERNORS

Agenda Item:	7.a.(i) Reports of the Vice-Presidents – Provost & Vice-President Academic • Recruitment & Enrolment Report
Material:	1. Recruitment & Enrolment Report

UNBC UNIVERSITY OF NORTHERN BRITISH COLUMBIA

January 24, 2020

Winter Semester FTE, and Head count January Add/Drop Snapshot and Fall Applications 2020

The following summary compares Winter 2019 to 2020 Full Time Equivalents (FTE) and headcounts as of January 21, 2020, the day after students may add/drop classes without financial penalty. Fall 2020 application numbers are also compared to Fall 2019 numbers as of the January 21st snapshots.

Executive Summary:

Winter 2020 FTE summary:

FTE change from last year

- Total domestic tuition FTE down -1.3% (-33.1)
- At 77% of UNBC target (3186.0)
- Total international tuition FTE up 45.6% (66.7)
- At 45.4% of UNBC target (468.4)

Head Count change from last year

- Total domestic tuition h.c. down -2.7% (-86)
- At 79.4% of UNBC target (3834)
- Total international tuition h.c. up 35.6% (68)
- At 42.4% of UNBC target (610)

Fall 2019 Applications Summary:

Total applications up 30.2% (904 h.c.) from Fall 2019.
Total admissions down -15.7% (-136 h.c.) from Fall 2019.
Total registrations flat n/a (0 h.c.) from Fall 2019.

Fall 2020 More Detailed:

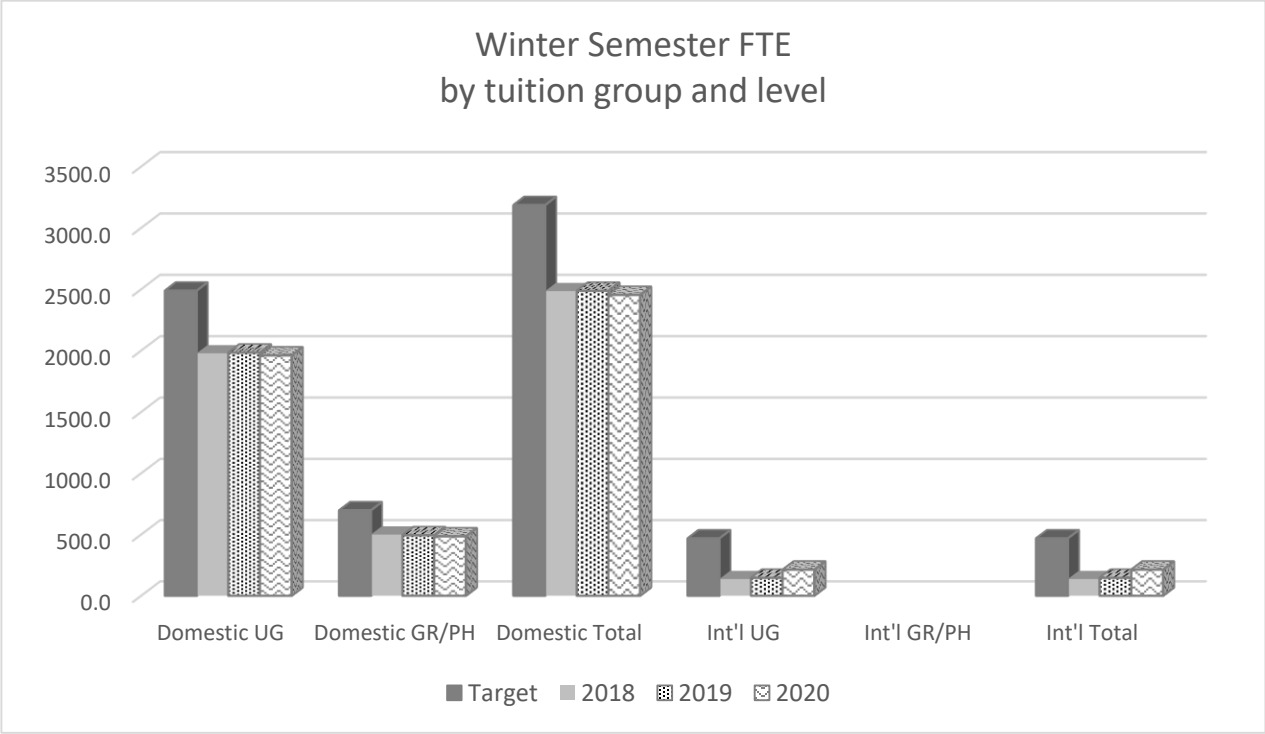
Domestic Tuition FTE

- Undergraduate FTE down -1.1% (-22.5)
    - At 78.8% of UNBC target (2488.3)
- Graduate FTE down -1.8% (-9)
    - At 69.5% of UNBC target (697.6)
- Continuing Studies FTE down -16.7% (excludes Book King data from Continuing Studies)

International Tuition FTE

- Undergraduate FTE up 45.6% (66.7)
    - At 45.4% of UNBC target (468.4)

College breakdown (FTE)	
CASHS	• Overall FTE down -0.2% (-2.4) • Undergraduate up 1.0% (9.9) • Graduate down -4.5% (-12.3)
CSAM	• Overall FTE up 3.0% (39.7) • Undergraduate up 3.4% (38.0) • Graduate up 0.8% (1.7)
Cross College	• Overall FTE down -4.8% (-2.1) • Undergraduate down -9.4% (-3.7) • Graduate up 50.0% (1.7)
Continuing Studies	• Overall FTE down -16.7% (-1.6)



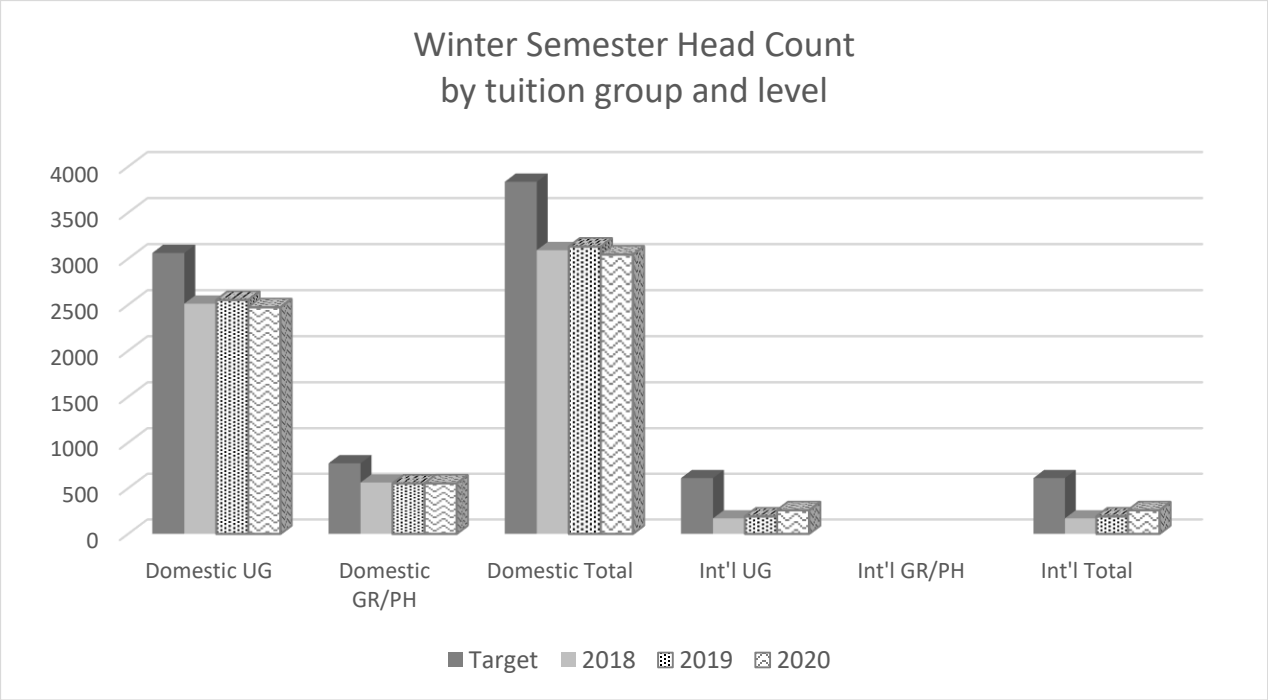
Domestic Tuition Head Count

- Undergraduate h.c. down -3.1% (-79)
    - At 80.7% of UNBC target (3062)
- Graduate h.c. up 0.2% (1)
    - At 71.6% of UNBC target (773)
- Continuing Studies h.c. down -28.6% (-8)

International Tuition Head Count

- Undergraduate h.c. up 35.6% (68)
    - At 42.4% of UNBC target (610)

College Breakdown (h.c.)	
CASHS	• Overall h.c. down -2.7% (-44) • Undergraduate down -2.7% (-35) • Graduate down -2.8% (-9)
CSAM	• Overall h.c. up 1.8% (29) • Undergraduate up 1.6% (22) • Graduate up 3.2% (7)
Cross College	• Overall h.c. up 5.4% (5) • Undergraduate up 2.4% (2) • Graduate up 37.5% (3)
Continuing Studies	• Overall h.c. down -28.6% (-8)



NOTES:

The UNBC semester targets seen in this report are derived from targets set by the institution on a fiscal year basis. Ratios were calculated to determine what portion of a yearly FTE/head count total come from each semester in the year (based on a 3-year average). These ratios were then applied to the fiscal targets to generate the semester targets.

This new version of the FTE bi-weekly shows three years (up from two in the previous version) of a given term as of a given snapshot date. For example on November 15th 2017 the winter FTE report shows data for winter 2018 as of Nov 15th 2017, winter 2017 as of Nov 15th 2016 and winter 2016 as of Nov 15th 2015.

More emphasis has been placed on clearly differentiating the numbers based on a "tuition group" breakdown. This concept is important in understanding which numbers are part of the Ministry targets and which are not. When yearly FTE numbers are reported to the ministry, they only included those related to domestic tuition paying students. Numbers generated from international tuition paying students are not included.

A distinction related to the above International tuition concept is that of international residency. Numbers are provided in the report for both international tuition and international residency and it is important to understand that they are not the same thing. A student can be of international residency (not Canadian, Permanent, Landed) and still be paying domestic tuition rates, for example most GR and PH level students currently at UNBC. In these cases the FTE and headcounts of these international students would be included in totals reported to the Ministry.

FTE Calculations:
Undergrad:

- -semester credit total / 15 = semester FTE
- -if student is in a Co-op work term they generate 1 FTE + any additional credits taken also generate FTE

Graduate:

- -If the student is in a "high load" course (Master's Thesis, Masters Project, Doctoral Thesis, Comprehensive Examination) they generate 1FTE
- -otherwise if they are in >=6 credits they generate 1FTE, if they are in <6 credits they generate 1/3 of an FTE

UNIVERSITY OF NORTHERN BRITISH COLUMBIA

BOARD OF GOVERNORS

Agenda Item:	8.a. Memorandum of Agreement between the University of British Columbia and the University of Northern British Columbia regarding the distributed Master of Physical Therapy program – D. Ryan
Material:	1. SCAAF Motion – Senate Motion #S-202001.10 2. Memorandum of Agreement between the University of British Columbia and the University of Northern British Columbia

UNBC UNIVERSITY OF NORTHERN BRITISH COLUMBIA

Motion Number (assigned by Steering Committee of Senate): S-202001.10

SENATE COMMITTEE ON ACADEMIC AFFAIRS

PROPOSED MOTION

Motion: That the Memorandum of Agreement (MOA) between UBC and UNBC regarding the distributed Master of Physical Therapy program be approved as proposed.

Effective Date: January 15, 2020

Rationale: In May 2019, the Ministry of Advanced Education, Skills and Training announced an increase in physical therapy training seats to ensure more patients have access to quality healthcare which will improve their quality of life, while providing student access to education closer to home.

The additional seats will be created by initially expanding the current University of British Columbia (UBC) program by utilizing a distributed program model for educational delivery with UNBC and then moving to an accredited joint UNBC/UBC master of physical therapy degree. The distributed program will be delivered in a very similar model to the Northern Medical Program at UNBC. We would expect that in the future we will have a separate MOA for the joint degree with additional program and course approvals coming through senate at both UNBC & UBC and we will require approvals from the accrediting body and DQAB.

The Ministries of Health and Advanced Education, Skills and Training are providing UBC funding for the startup and planning to expand a master of physical therapy program in the North in partnership with UNBC, with the anticipated first intake of 20 first year students in the distributed program for September 2020 and intakes continuing through 2024 with the goal of moving towards the accredited joint degree in 2025. As we move to the joint degree delivery model we will phase out the distributed model with those students completing the required academic requirements of the distributed program.

The attached MOA outlines the partnership between UBC and UNBC in offering the distributed master of physical therapy program. As the distributed program is implemented, we will also be working on the joint program requirements.

Motion proposed by: Associate Vice Provost, Northern Medical Program

Academic Program: Master of Physical Therapy - Northern

Implications for Other Programs / Faculties? None

College: CSAM and CASHS College Councils – for information

College Council / Committee Motion Number: Not applicable

College Council / Committee Approval Date: Not applicable

Attachment Pages (if applicable): 19 pages

INFORMATION TO BE COMPLETED AFTER SENATE COMMITTEE ON ACADEMIC AFFAIRS MEETING

Brief Summary of Committee Debate:

Motion No.: SCAAF 202001.06

Moved by: S. Wagner **Seconded by:** T. Klassen Ross

Committee Decision: CARRIED

Approved by SCAAF: January 8, 2020

Date **Chair's Signature**

For recommendation to ___✓___, or information of _____ Senate.

THE UNIVERSITY OF BRITISH COLUMBIA

UNBC UNIVERSITY OF NORTHERN BRITISH COLUMBIA

MEMORANDUM OF AGREEMENT

BETWEEN:

THE UNIVERSITY OF BRITISH COLUMBIA

("UBC")

AND:

THE UNIVERSITY OF NORTHERN BRITISH COLUMBIA

("UNBC")

(collectively the "Institutions")

WHEREAS:

1. The Ministries of Health and Advanced Education & Skills Training are providing funding to develop the UBC Faculty of Medicine ("FoM") Master of Physical Therapy – Northern ("MPT-N") program, a fully distributed academic program of the UBC Master of Physical Therapy ("MPT") program –to increase recruitment and retention of physiotherapists in northern and rural areas of BC; and
2. The MPT-N program will operate out of UNBC facilities to allow MPT-N students to complete their academic education and the majority of their clinical education in northern and rural communities.; and
3. The FoM Northern Medical Program ("NMP") currently operates out of UNBC subject to a separate Affiliation Agreement between the Institutions.

THEREFORE, the Institutions hereby agree to the following:

1.0 UNIVERSITY AND ACCREDITATION APPROVALS

1.1 The Institutions wish to begin the MPT-N program in August 2020 with 20 seats in the program.

1.2 The establishment of the MPT-N program is contingent upon accreditation by the Physiotherapy Education Accreditation Canada ("PEAC") as a distributed education site of the UBC MPT program. In the event the MPT-N is not accredited as a distributed education site of the UBC

MPT program the MPT-N program will not be established at this time. UBC will diligently seek accreditation from PEAC of the MPT-N as a distributed education site of the UBC MPT program.

1.3 In addition, the establishment of the MPT-N program as a distributed education site of the UBC MPT program is contingent upon and subject to the approval of the UBC Senate and authorization by the UBC Board of Governors to the Faculty of Medicine to increase enrollment of Physical Therapy students from the current 80 students per year (which includes 20 students in the Northern & Rural Cohort) to 80 students per year in Vancouver and 20 students per year in the MPT-N program.

1.4 The establishment of the MPT-N program as a distributed education site of the UBC MPT program is contingent upon and subject to the approval of UNBC Senate and authorization of the UNBC Board of Governors.

1.5 The Institutions agree to diligently seek approval of the respective Senate bodies and Boards of Governance to establish the MPT-N program. In the event approval is not granted by one or more governing bodies the MPT-N program will not be established at this time.

2.0 GOVERNANCE STRUCTURE

2.1 The NMP and the MPT-N program are autonomous programs that will share resources essential to the success of the MPT-N program.

2.2 The MPT-N program, as part of the accredited UBC MPT program, is under the direction and leadership of the Head, UBC Department of Physical Therapy who reports to the Dean, FoM, and reports to the Executive Associate Dean, Education, FoM (EADE) for education matters.

2.3 The MPT-N program falls within the portfolio of the UBC FoM Regional Associate Dean, Northern BC / Associate Vice President, NMP, UNBC (RAD/AVP- NMP) who is responsible for providing strategic regional leadership for the FoM. The RAD/AVP-NMP will work with the Head of the Department of Physical Therapy, to facilitate the relationships between the UBC Department of Physical Therapy, UNBC and the Northern Health Authority (NHA) on matters related to the MPT-N program.

2.4 There will be a designated MPT-N Site Lead, Academic and an MPT-N Site Lead Clinical (collectively “Site Leads”). The Site Leads are the local co-leaders for the MPT-N program. The Site Leads report to the Head of the Department of Physical Therapy for all academic and clinical matters relating to the MPT-N program.

3.0 FACULTY

3.1 Faculty will be recruited at both UBC and UNBC to the MPT-N program. Faculty will hold primary appointments at either UBC or at UNBC.

3.2 All UBC faculty appointees will have affiliate faculty appointments at UNBC. All UNBC faculty appointees teaching in the MPT-N program will have affiliate appointments at UBC with clear teaching, educational mission and leadership expectations and performance standards for the UBC Faculty of Medicine.

3.3 The UBC affiliate faculty appointment is subject to the approval of the UBC Board of Governors and the FoM policy governing affiliate faculty appointments ("Affiliate Faculty Policy"). UBC will diligently move the Affiliate Faculty Policy, currently in draft form and attached to this Agreement, through the FoM and UBC processes for Senate approval.

3.4 The UNBC affiliate faulty appointment is subject to the approval of the UNBC Board of Governors and the UNBC Policy for Affiliate Faculty Appointments for UBC Faculty.

3.5 Initially the program will be staffed with three tenure stream faculty appointees who will be located at the UNBC site. One faculty member will be the MPT-N Site Lead, Academic, and one faculty member will be the MPT-N Site Lead, Clinical.The third faculty member will be a researcher.

3.6 The Site Lead, Academic is responsible for the day-to-day operations of the academic portion of the MPT-N program and the MPT-N Site Lead, Clinical is responsible for the management of the clinical education program, which includes ensuring clinical capacity in physical therapy for clinical placements in northern and rural communities.

3.7 All individuals who teach students in the academic portion of the MPT-N program for 20 hours per year or more must hold and maintain a faculty appointment at UBC. The UBC appointment may be of any type (such as academic part-time, clinical, adjunct, affiliate) and of any rank.

3.8 All faculty members who hold either a UBC and/or UNBC appointment and who formally participate in MPT-N program teaching activities are accountable to the Dean of the UBC FoM, through the Department Head, Physical Therapy, with respect to their teaching contributions to the MPT-N program.

3.9 Terms and conditions of employment of faculty members in the MPT-N program who have their primary appointment at UNBC are governed by the collective agreement that UNBC has negotiated with the UNBC Faculty Association ("UNBC Collective Agreement").

3.10 Terms and conditions of employment for UBC faculty members, other than Clinical Faculty members, are governed by the collective agreement between the Faculty Association and UBC ("UBC Collective Agreement"). UBC faculty members will be paid by UBC, and will receive merit awards and other annual increases as appropriate from UBC. All UBC faculty, including Clinical Faculty appointees, are bound by all UBC and FOM policies.

3.11 Terms and conditions of service for UBC Clinical Faculty members are set out in the contract between the Clinical Faculty member and UBC.

3.12 The Selection Committee for MPT-N faculty positions will include representation from both UBC and UNBC and the physical therapy community in northern BC.

3.13 Faculty members teaching in the MPT-N program, whose primary appointment is at UNBC will be subject to applicable tenure and promotion and merit processes provided by the UNBC Collective Agreement. UNBC will request from the Department Head, Physical

Therapy, a formal review of the educational contribution of the individual to the MPT-N program, and such formal review must be included in UNBC's overall review of the individual in respect of promotion and tenure decisions.

3.14 UBC will review the affiliate faculty appointee for other (i.e. research) contributions if requested by UNBC. UNBC agrees that all individuals who have affiliate faculty appointments in the UBC Faculty of Medicine and who hold their primary appointment at UNBC will be formally reviewed at least annually for their contribution to the MPT-N program by the UBC Physical Therapy Department Head.

3.15 When an individual holds a primary appointment at UBC and an affiliate faculty appointment at UNBC in the MPT-N program, UBC will request from the RAD/AVP- a formal review on behalf of UNBC of the educational contribution of the individual to the MPT-N program and such formal review must be included in UBC's overall review of the individual in respect of promotion and tenure decisions.

4.0 STAFFING

4.1 UNBC will employ an Administration Manager, IT, Program and Classroom Support and other administration staff required to support the MPT-N program at the UNBC site.

4.2 All administrative staff members will be employees of UNBC, whose terms and conditions of employment are governed by UNBC collective agreements and who will be paid by UNBC. UBC will make lump-sum quarterly transfers to UNBC equivalent to the costs associated with wages and benefits for these employees. UBC will pay progression through each salary grade, but UNBC will be responsible for GWI. All UNBC employees are bound by UNBC policies.

4.3 Administrative staff members report to the MPT-N Administration Manager, who reports to the Administrative Director, NMP.

5.0 COMMITTEES

5.1 Three committees with membership from UBC and UNBC will be established to assist with the development and operation of the MPT-N program.

5.2 Steering Committee

The Steering Committee is a joint institutional advisory committee to the Dean FoM and the Provost and Vice-President Academic, UNBC. The Steering Committee will:

- Provide support, guidance and advice for the MPT-N program including identification of adequate resourcing to implement curricular components.
- Advise the Head of the Department of Physical Therapy on budget allocation and distribution for the MPT-N program including capital and equipment expenditures. The Head of the Department of Physical Therapy has authority delegated by the Dean, Faculty of Medicine, over the departmental budget.

- Develop a framework for collaboration between UBC and UNBC to facilitate management of issues and activities involving both Institutions with respect to the MPT-N Program.

5.3 MPT-N Implementation Committee

The Implementation Committee will serve during the period when the MPT-N is being developed, as a temporary advisory body to the Department Head, Physical Therapy. The committee will advise on the establishment or modification of policies and guidelines governing the operations and processes in the MPT-N within the framework of collaboration developed by the Steering Committee, including but not limited to overall functioning of the MPT-N program, program evaluation, quality assurance, future planning, curriculum and accreditation.

5.4 MPT-N Admissions Subcommittee

The Admissions Subcommittee will review applications to the MPT-N program and will provide recommendations for admission to the UBC Department of Physical Therapy Admissions Committee.

6.0 ACADEMIC PROGRAM

6.1 UBC is responsible for the academic program for students in the UBC Department of Physical Therapy and shall, without limiting the generality of the foregoing:

- be responsible for and have authority over the curriculum of studies for the MPT program in both locations;
- provide adequate schedules to UNBC through appropriate liaison regarding dates of instruction and objectives of placements;
- assign to learning activities only those students who have met the admission and promotion requirements of UBC and who continue to meet those standards;
- assign to learning activities only those students who meet the health requirements of UBC and UNBC.

6.2 UBC will fulfill all terms required by PEAC to obtain and maintain the distributed education site accreditation for the MPT-N program including, but not limited to establishing and maintaining:

- the same educational objectives and equivalent education programs as the MPT program;
- a common curriculum based on same curricular principles, structure and objectives;
- a common assessment process, and common policies for the determination of grades;

- identical course duration or clinical placement length, unless a compelling reason exists for varying the length of the experience.
- a single educational track for MPT and MPT-N students

6.3 As curriculum changes and develops, the curriculum will continue to be common across geographic sites by means of the implementation of all substantial changes at each geographic site.The MPT-N program and the MPT program will each reflect the distinctive geographic and community context in which it is delivered. Such distinctiveness will be expressed through the type or background of the patients who are involved in the curriculum, characteristics of facilities where clinical placement sites are developed and the particular flavor of the socio-economic issues in the different communities.

6.4 Curriculum and program reports, recommendations and approved changes are developed and considered by the MPT Curriculum Committee. The terms of reference and membership of the MPT curriculum committees will be changed to incorporate representation from UNBC, who will participate in program evaluation and curriculum revision.

6.5 MPT program expansion budget resources will be allocated to support the evaluation of the MPT-N program.

6.6 UBC is responsible for assessing the academic performance of all students in the UBC Faculty of Medicine and determining whether a student should be promoted to the subsequent year(s) of the program.

7.0 PROGRAM REVIEW

7.1 UNBC agrees to participate in all program evaluation activities, including the Physiotherapy Education Accreditation Canada accreditation processes.

7.2 UBC will share program evaluation indicators of the MPT-N program with UNBC.

7.3 The Institutions will address issues relating to the UBC and UNBC faculty teaching in the MPT-N program that are identified through the program evaluation process, and will participate in ongoing review of such issues.

8.0 CURRICULUM OWNERSHIP

8.1 For the purposes of this Agreement, the "Curriculum" is the plan for student learning that is implemented in the MPT program in accordance with its accreditation requirements. "Content" is comprised of the educational materials that are used by teachers to implement the Curriculum. The Content may include original works of a literary, artistic, or other nature or derivations of such original works.

8.2 The Curriculum and Content, whether or not capable of copyright or other intellectual property protection (including enhancements, compilations and translations), is and will

continue to be the sole property of UBC, and UNBC will not assert any right, title, or interest in or to the Curriculum or Content.

9.0 SPACE & EQUIPMENT

9.1 Dedicated space at UNBC is critical for the development of physiotherapy training at UNBC. Details of space requirements have been included as Appendix 1, and include academic, research and administrative space. Teaching (academic) spaces will be fully equipped with physiotherapy teaching equipment including plinths (assessment and treatment tables), anatomical models, electrotherapy equipment and exercise equipment. Teaching space will be video-conferencing enabled for broadcasting and receiving, to allow distribution of the academic program between UBC and UNBC as well as continuing professional development of the local and northern BC physiotherapy community, meetings and student activities. The funds for technology-enable spaces for the PT & OT program expansions have been identified in the expansion proposal submission to government, and will be identified as a separate funding line item and included in the UNBC business case for renovation and equipment in the North. UBC will take full responsibility for identifying, designing, procuring and implementing the technologies covered under these funding line items. UBC will consult with UNBC's Information technology managers and where possible, align standards and approaches with UNBC practices so long as full interoperability with UBC provincial systems is maintained. UBC's management of the technology-enabled learning portion of these funding lines will ensure that the systems implemented are fully compatible with the existing UBC provincial AV/IT technology infrastructure. Ongoing support of the equipment also needs to be provided according to UBC's standards in order to ensure full interoperability with UBC provincial systems.

9.2 UBC will directly manage the disbursement of the technology-enabled learning portion of these funding lines and will procure all required technology goods and services and transfer costs through to UNBC without markup. UBC will leverage existing standing offers for procurement when appropriate. UBC will invoice UNBC for costs incurred at a minimum of once per year with more frequent invoices if required. Ownership of the technology systems as implemented will reside with UNBC and UNBC will renew the equipment in order to maintain full compatibility with the existing UBC provincial AV/IT technology infrastructure. Funds for renewal will be included in the MPT-N annual operating budget. UBC's current standard for renewal of video conference equipment is to renew every eight years.

9.3 UNBC agrees to provide for the MPT-N program access to existing suitable student facilities, cafeteria and other facilities for faculty members, affiliate faculty members, students and staff that are equivalent to those provided for UNBC faculty members, students and staff.

9.4 UNBC agrees to provide reasonable access to such institutional and administrative areas of the Dr Donald Rix Northern Health Sciences Centre academic areas as are selected by UNBC and UBC for learning activities of MPT-N students, or for their orientation and professional

development. In addition to dedicated space, the MPT-N program will, in a spirit of collaboration, share existing and future NMP resources, including lecture theatres and PBL rooms.

9.5 Equipment (teaching, research) is also an integral part of the MPT training program at UNBC. Equipment needs are expected to evolve over time. Significant equipment purchases will be endorsed by the Northern Steering Committee and purchase recommended as part of the annual operating budget of the MPT-N program. Equipment for the MPT-N program will be specified by the MPT program and will be installed, maintained, inventoried and insured by UNBC. The MPT-N program will have priority use, but in a spirit of collaboration, will allow other uses based on available capacity.

10.0 FINANCE

10.1 UBC and UNBC recognize that funding for the MPT Program (including the MPT-N program) is provided annually by the Province of British Columbia to UBC.

10.2 The Head of the Department of Physical Therapy is responsible for the budget, and will consult with the Steering Committee. UBC Department of Physical Therapy is responsible for transferring funds to UNBC on a quarterly basis to provide the annual operating budget for the MPT-N program. Signing authority will be granted to MPT-N Site Lead, Academic, the MPT-N Site Lead, Clinical and the Administrative Director (NMP) for varying amounts, according to UBC financial policy if UBC employees, or UNBC financial policy, if UNBC employees. The RAD/AVP NMP, UNBC will provide the one-over signing authority at UNBC.

10.3 The MPT-N Administration Manager is responsible for managing day-to-day financial processing. The MPT-N Administration Manager is responsible for the financial reporting to the Department of Physical Therapy, minimally on a quarterly basis.

10.4 There may be opportunities for joint fundraising between UNBC and UBC for the MPT-N program. The UNBC and UBC FoM Development Offices will work in collaboration with the Northern Steering Committee to establish guidelines for fundraising and to pursue fundraising initiatives deemed important by both organizations.

11.0 STUDENT SERVICES

11.1 MPT-N students will be registered as UBC students in the same manner as other UBC students and will have full access to campus, library and athletic recreational resources at UBC, as well as financial, counseling and academic support services from UBC, regardless of their geographic site. MPT-N students are subject to all UBC and FOM policies and procedures.

11.2 UNBC will confer affiliate UNBC student status on MPT-N Students entitling them to all academic and campus services afforded to UNBC students.

11.3 UNBC's policies respecting campus conduct, campus activities and access to campus resources will govern MPT-N students when they are on UNBC campus.

11.4 Student fees (outside of tuition) are quoted for students remaining at the Point Grey site for the 2 years of their education but can be considered an estimate of fees for those students in the MPT-N program. Students in the MPT-N program will be charged the respective UNBC student fees and will either be exempt from or compensated for the UBC student fees from which they will not benefit. MPT-N students will have access to student representation and services (i.e. UNBC student society, health services, athletics) at UNBC. All student fees will be collected by UBC.

12.0 COMMUNICATIONS

12.1 The website is an important service for student recruitment and support. UNBC and UBC agree to use the following wording of both websites – "MPT-N program – a collaboration between UBC and UNBC". Posting of MPT-N program information on either website will be vetted by the Head, Department of Physical Therapy and the Associate Vice President, Northern Medical Program, UNBC, prior to posting.

12.2 Press releases and media relations are a joint responsibility. The pertinent Departments at UBC and UNBC are expected to work collaboratively with each other.

13.0 TERM AND TERMINATION

13.1 This Agreement will come into effect upon execution and will continue to be in effect unless terminated in accordance with this Agreement.

13.2 The Institutions agree to engage in a joint review of the Agreement after the program has been in effect for eighteen (18) months.

13.3 The parties may amend this Agreement by mutual agreement at any time. No amendment or modification to this Agreement will be effective unless it is in writing and duly executed by the parties.

13.4 Either Institution may terminate the Agreement at any time on the provision of at least six (6) months' written notice to the other Institution. On the provision of notice under this section the Institutions shall cease recruitment and admissions activities in the Program.

13.5 Despite termination of the Agreement the Institutions agree to continue to provide training as contemplated in this Agreement for a period of a maximum of 25 months to any MPT-N cohort students actively engaged in training at the time of termination.

13.6 Upon termination, the Agreement shall be of no further force or effect except that neither party shall be released from any obligation that has accrued up to the date of termination including the obligation to continue to provide training as described above.

13.7 Notice of termination shall be in writing and shall be deemed to have been duly given and received either (a) on the day of delivery, if delivered to the receiving party at:

If to UBC, to:
The University of British Columbia
6328 Memorial Road
Vancouver, British Columbia
V6T 1Z2
Attention: The President
Facsimile: (604) 822-5055

And:
The University of British Columbia
2194 Health Sciences Mall
Vancouver, British Columbia
V6T 1Z3
Attention: Dean, Faculty of Medicine
Facsimile: (604) 822-8017

If to UNBC, to:
University of Northern British Columbia
3333 University Way
Prince George, British Columbia
V2N 4Z9
Attention: The President
Facsimile: (250) 960-7301

or such other address as each party may designate in writing to the other party for this purpose.

IN WITNESS WHEREOF, Parties hereto caused Agreement to be signed by their proper officers duly authorized their behalf.

SIGNED FOR ON BEHALF OF **THE UNIVERSITY OF BRITISH COLUMBIA**	SIGNED FOR ON BEHALF OF **THE UNIVERSITY OF BRITISH COLUMBIA**
By: Title: Date:	By: Title: Date:
SIGNED FOR ON BEHALF OF **THE UNIVERSITY OF NORTHERN** **BRITISH COLUMBIA**	SIGNED FOR ON BEHALF OF **THE UNIVERSITY OF NORTHERN** **BRITISH COLUMBIA**
By: Title: Date:	By: Title: Date:

APPENDIX A

Title:	**POLICY REGARDING THE UBC FACULTY OF MEDICINE EDUCATION PROGRAMS AND AFFILIATE FACULTY MEMBERS (DRAFT)**
Approved:	
Approved By:	TBA BY FACULTY EXECUTIVE AND UBC SENATE
Audience:	All Faculty of Medicine affiliate faculty members
Purpose:	To establish standards for the appointment, reappointment, promotion and termination of appointment of affiliate faculty members, as well as the rights, roles and responsibilities of the UBC Faculty of Medicine and affiliate faculty members.
Contact:	Dean's Office Faculty Affairs

I. Introduction

This document establishes the policy of the Faculty of Medicine at the University of British Columbia with regard to its affiliate faculty members concerning:

a) appointments, reappointments, promotions and termination of appointment

b) rights, roles and responsibilities of the UBC Faculty of Medicine and affiliate faculty members.

The Dean of the UBC Faculty of Medicine has the formal authority to assign all education duties in the MD Undergraduate Program. If the Dean wishes, he/she may delegate the authority for assignment of education duties.

Furthermore, in all cases, the Dean of the UBC Faculty of Medicine has final authority regarding the recommendations to the Board of Governors for any and every appointment in the UBC Faculty of Medicine.

Affiliate faculty members are individuals with faculty appointments at collaborating Universities (i.e. UNBC or UVic) who are invited to provide education services to the UBC Faculty of Medicine MD Undergraduate

Programs **("Education Services")**. Upon their agreement to provide **Education Services**, **affiliate faculty members will be appointed as an affiliate faculty member in a relevant department in the UBC Faculty of Medicine and will be formally** assigned specific education services by the Dean of the Faculty of Medicine or the Dean's designate.

The primary appointment of an affiliate faculty member at a collaborating University (i.e. UNBC or UVic) will be the governing appointment for the determination of salary, benefits, collective bargaining, other employment conditions of the affiliate faculty member, and the appointment issues of promotion and tenure. Affiliate faculty members will not be covered by any employment or collective agreement at the University of British Columbia and will not be accorded any rights in these areas at the University of British Columbia.

Affiliate faculty members are governed in their interaction with UBC by all policies and principles relevant to their role in delivering education services to students **and learners in the Faculty of Medicine.**

II. Appointment and Reappointment of Affiliate Faculty Members

The appointment or reappointment of an affiliate faculty member at UBC will be for a 3 year term, renewable subject to ongoing contribution to the UBC Faculty of Medicine Educational Programs. Dispute between UBC and a partner university relating to appointment or reappointment of an affiliate faculty member will be referred to the dispute resolution mechanism in the Master Affiliation Agreements between UBC and its partner Universities.

Affiliate faculty members will be appointed to the following affiliate faculty rank at the UBC Faculty of Medicine corresponding with the rank of their primary appointment at the collaborating University as outlined in the following table:

UBC Faculty of Medicine Appointment Rank	UNBC Appointment Rank	UVic Appointment Rank
Affiliate Lecturer	Lecturer	Lecturer
Affiliate Instructor I	Instructor I	
Affiliate Instructor II	Instructor II	
Affiliate Senior Instructor	Instructor III or Instructor IV	Senior Instructor
Affiliate Assistant Professor	Assistant Professor	Assistant Professor
Affiliate Associate Professor	Associate Professor	Associate Professor
Affiliate Professor	Professor	Professor
Affiliate Adjunct Professor	Visiting Professor	Adjunct Assistant Professor Adjunct Associate Professor Adjunct Professor Honorary Professor

III. Promotion of Affiliate Faculty Members

A formal review of the educational **services** contribution of an Affiliate Faculty Member to **a Faculty of Medicine Program** will be requested and included in Promotion and Tenure discussions at the collaborating university.

Upon the promotion of an affiliate faculty member at the collaborating University where their primary appointment is held, the UBC Faculty of Medicine will process a promotion of the affiliate faculty member's appointment. The new rank of the affiliate faculty member will correspond to the rank of their primary appointment as per the above table.

IV. Termination of Appointment for Affiliate Faculty Members

The following factors will lead to the termination of the appointment of an affiliate faculty member:

a) Termination of the primary faculty appointment at the collaborating University (i.e. UNBC or UVic)

b) Voluntary termination of the affiliate faculty appointment by the affiliate faculty member

c) Cessation or diminishment of the Education Services being provided by the affiliate faculty member to students **and learners in the in the Department to which the affiliate member is appointed.**

d) Refusal to comply with policies and principles that apply in the provision of Education Services to students **and learners in the** UBC Faculty of Medicine program in the Department to which the affiliate member is appointed.

e) Unprofessional or unethical conduct

V. Suspension of Appointment

During any suspension of the primary appointment at the collaborating University (i.e. UNBC or UVic), the appointment of the affiliate faculty member at UBC will also be suspended.

VI. Rights, Role and Responsibilities of the UBC Faculty of Medicine

- **Rights of the UBC Faculty of Medicine**

The UBC Faculty of Medicine has certain rights within the relationship between the affiliate faculty members and the Faculty of Medicine. The Faculty of Medicine reserves these rights to ensure that the standards of performance established by the Faculty related to the delivery of education services of its affiliate faculty members support the continuing development and accreditation of its medical programs. These rights include the right:

a) to develop and update performance standards related to any area of contribution by affiliate

faculty members in education services

b) to require that affiliate faculty members comply with all policies and procedures relevant to students **and learners** in the University of British Columbia, Faculty of Medicine programs.

Role of the UBC Faculty of Medicine

The primary role of the Faculty of Medicine in support of its mission, is to develop and administer its programs in education and research, and to establish and develop geographically distributed program. The Faculty is also responsible for the development of a milieu that is conducive to willing and effective participation by its faculty and staff and students in the mission of the Faculty of Medicine.

Responsibilities of the UBC Faculty of Medicine

Responsibilities of the Faculty of Medicine with respect to **education programs** include:

- Development, implementation, management and maintenance of the education program including achievement of accreditation standards where these apply
- Recruitment, appointment and promotion, as appropriate, of faculty and other teaching professionals to support the educational services required by the program
- Provision of courses and resources to support the development and improvement of the necessary skills required by affiliate faculty members for the provision of education services
- Establishment of committees, systems and processes for education services as required
- Allocation, assignment and communication of responsibilities related to education services
- Support of the involvement of affiliate faculty members in the development of policies and procedures that define their participation in the provision of Education Services **in the Department to which the affiliate member has been appointed.**
- Evaluation of education, programs, students and faculty

VII. Rights, Role and Responsibilities of Affiliate Faculty Members

- **Rights of Affiliate Faculty Members**

Affiliate faculty members have certain rights within the relationship between the affiliate faculty member and the UBC Faculty of Medicine. These include the right:

a) to attend department/school meetings and events and to receive all agendas, minutes and material for such meetings and events as they request

b) to cast a vote, if the individual is an affiliate assistant professor, affiliate associate professor or affiliate professor, in Faculty, departmental or school matters where a vote is extended to regular and clinical faculty members of the Faculty of Medicine

c) to receive an annual evaluation of their education services to the **Department to which the affiliate faculty member has been appointed.**

d) to receive appropriate faculty educational development to assist **the affiliate faculty members to** meet their pedagogical responsibilities **related to the Education Services provided in the Department to which the affiliate faculty member has been appointed.**

e) to receive notice as early as practicable of the assignment of teaching responsibilities and to receive clarity in the nature and objectives of the teaching assignment

Role of Affiliate Faculty Members

The primary role of affiliate faculty members, with reference to the University of British Columbia, is participation in and commitment to, the Educational Services required to support the **education programs** administered by the Faculty of Medicine. While their primary role is the teaching of students, affiliate faculty members may also serve in other roles related to the provision of Education Services within the Faculty of Medicine.

Responsibilities of Affiliate Faculty Members

The primary responsibilities of affiliate faculty members include:

- Teaching of **students and learners** in university, hospital and community settings as agreed to in the letter of offer in accordance with the quality of education as stipulated by the UBC Faculty of Medicine
- Participation in the development and application of evaluation material
- Participation in evaluations of teaching, programs, students, **learners** and faculty

Other responsibilities may include:

- Management of curriculum delivery where delegated
- Supervision of UBC Faculty of Medicine students engaged in research activities
- Mentoring students
- Reporting, as required, on activities performed to fulfill teaching, faculty and professional development, and administration responsibilities.
- Continuing development of the particular skills that apply to their role as affiliate faculty members within in the **Faculty of Medicine education** programs and within their department, such as teaching and administration as determined by an objective evaluation
- Participation in organizing and/or teaching continuing professional education activities in university and non-university settings

- Maintenance by the affiliate faculty member of their *curriculum vitae* and teaching dossier
- Participation in any remedial faculty educational development activities when requested
- Maintenance of professional good standing, as appropriate
- Maintenance of professional or scientific skills, as appropriate

VIII. Amendment, Modification and Termination of Document

This document may be amended, modified or terminated by the Dean of UBC Faculty of Medicine with approval of the Faculty of Medicine Executive.

UNIVERSITY OF NORTHERN BRITISH COLUMBIA

BOARD OF GOVERNORS

Agenda Item:	8.b. Letter of Understanding between the University of British Columbia and the University of Northern British Columbia to guide the operations of the Master of Occupational Therapy Northern and Rural Cohort – D. Ryan
Material:	1. SCAAF Motion – Senate Motion #S-202001.11 2. Letter of Understanding between the University of British Columbia and the University of Northern British Columbia to guide the operations of the Master of Occupational Therapy Northern and Rural Cohort

UNBC UNIVERSITY OF NORTHERN BRITISH COLUMBIA

Motion Number (assigned by Steering Committee of Senate): S-202001.11

SENATE COMMITTEE ON ACADEMIC AFFAIRS

PROPOSED MOTION

Motion: That the Letter of Understanding between (LOU) UBC and UNBC to guide the operations of the Master of Occupational Therapy Northern and Rural Cohort be approved as proposed.

Effective Date: January 15, 2020

Rationale: In May 2019, the Ministry of Advanced Education, Skills and Training announced an increase in occupational therapy training seats to ensure more patients have access to quality healthcare which will improve their quality of life, while providing student access to education closer to home.

The additional seats will be created by initially expanding the current University of British Columbia (UBC) program by utilizing a cohort program delivery model with UNBC, moving towards a distributed model of delivery and ultimately moving to an accredited joint UNBC/UBC Master of Occupational Therapy degree. The cohort will be delivered in a very similar model to the physical therapy northern and rural cohort and the distributed program in a very similar model to the Northern Medical Program at UNBC. Each of these delivery changes will require additional Senate approvals at UNBC and UBC and will also require approval of the accrediting body and DQAB (for the joint degree).

The Ministries of Health and Advanced Education, Skills and Training are providing UBC funding for the startup and planning to expand a master of occupational therapy program in the North in partnership with UNBC, with the anticipated first intake of 8 first year students being admitted into the master of occupational therapy northern and rural cohort in September 2020 & 2021, moving towards 16 students admitted in a distributed model of delivery in 2022 and continuing the distributed intakes through 2027 with the goal of moving towards the accredited joint UNBC/UBC degree starting in 2028. As we move through each delivery model we will phase out the previous model with those students completing the required academic requirements of that delivery model.

The attached LOU outlines the partnership between UBC and UNBC in offering the master of occupational therapy northern and rural cohort. As the rural and northern cohort is being implemented, we will also be working on the distributed program model and then finalizing the requirements for the joint degree.

Motion proposed by: Associate Vice Provost, Northern Medical Program

Academic Program: Master of Occupational Therapy Northern and Rural Cohort

Implications for Other Programs / Faculties? None

College: CSAM and CASHS College Councils – for information

College Council / Committee Motion Number: Not applicable

College Council / Committee Approval Date: Not applicable

Attachment Pages (if applicable): 6 pages

INFORMATION TO BE COMPLETED AFTER SENATE COMMITTEE ON ACADEMIC AFFAIRS MEETING

Brief Summary of Committee Debate:

Motion No.: SCAAF202001.07

Moved by: S. Wagner **Seconded by:** T. Klassen Ross

Committee Decision: CARRIED

Approved by SCAAF: January 8, 2020 _____

Date **Chair's Signature**

For recommendation to ___✓___, or information of _____ Senate.

Letter of Understanding between UBC and UNBC to guide the operations of the MOT Northern and Rural Cohort

In May 2019, the Ministries of Health and Advanced Education and Skills Training approved infrastructure funding for the Master of Occupational Therapy Northern and Rural Cohort (MOT-NRC) of University of British Columbia (UBC) in collaboration with the University of Northern British Columbia (UNBC). This initiative is designed to increase recruitment and retention of occupational therapists in northern and rural areas of British Columbia (BC). The MOT-NRC will comprise 8 seats in addition to the 56 seats currently in the MOT program. The students in the MOT-NRC cohort will complete the majority of their clinical fieldwork education in northern and rural communities. UNBC will be the clinical hub for the majority of the MOT-NRC, with support provided to occupational therapists in northern and rural communities through local clinical instructor training, continuing professional development, and mentorship for specific clinical experiences.

To ensure the continued effective operation of the MOT-NRC the parties agree that governance, human resources, space, finances, student services, and communications will operate as follows.

Governance Structure

The MOT-NRC, is part of the accredited UBC MOT program, under the direction and leadership of the Head, Department of Occupational Science & Occupational Therapy, Faculty of Medicine, UBC. The Northern Medical Program is also part of the UBC Faculty of Medicine and although the sharing of resources with the Northern Medical Program is essential to the success of the MOT-NRC, the MOT-NRC program is autonomous.

At the UNBC site, the MOT-NRC falls within the portfolio of the UBC Faculty of Medicine Regional Associate Dean Northern BC / Associate Vice President, Northern Medical Program, UNBC. The Regional Associate Dean is responsible for providing strategic regional leadership for the UBC Faculty of Medicine and, working with the UBC Head of the Department of Occupational Science & Occupational Therapy, will facilitate the relationships between the UBC Department of Occupational Science & Occupational Therapy, UNBC and Northern Health Authority on matters related to the MOT-NRC.

The UBC Department of Occupational Science & Occupational Therapy MOT-NRC Coordinator of Fieldwork Education will be physically located at UNBC. This Coordinator is responsible for the day-to-day operations of the UNBC portion of the MOT-NRC, for fieldwork education based at UNBC, and for developing the clinical capacity in occupational therapy fieldwork in northern and rural communities. The Selection Committee for the Coordinator of Fieldwork Education, MOT-NRC, includes representation from UNBC, the occupational therapy community in northern BC, and the UBC Department of Occupational Science & Occupational Therapy. The Coordinator of Fieldwork Education for the MOT-NRC will be employed by UBC and reports to the Head, Department of Occupational Science & Occupational Therapy, UBC. The Coordinator will hold a UBC appointment and an affiliate appointment

at UNBC. This affiliate appointment will facilitate program operations and foster communication between the partners in the MOT-NRC.

The organizational structure will include a Joint Institutional Steering Committee and three committees that provide operational input and direction to the MOT-NRC including: (1) the MOT-NRC Implementation Committee, (2) the MOT-NRC Fieldwork Advisory Subcommittee, and (3) the MOT-NRC Admissions Advisory Subcommittee.

Joint Institutional Steering Committee for the MOT-NRC

During the development and implementation phase there will be a Joint Institutional Steering Committee for the MOT-NRC that advises the UBC Dean of the Faculty of Medicine and the UNBC Provost and Vice-President Academic. The Steering Committee will provide support and guidance to the MOT-NRC including identification of adequate resourcing to implement curricular components. The steering committee will develop a framework for collaboration between UBC and UNBC to facilitate overall management involving both Institutions with respect to the MOT-NRC.

MOT-NRC Implementation Committee

This committee will provide operational planning and implementation of the MOT-NRC during the development phase and reports to the steering committee. This committee will be co-chaired by the UBC Head of the Department of Occupational Science and Occupational Therapy and the UBC Northern Regional Associate Dean. The committee will provide information to assist the department head regarding resource allocation requirements for the MOT-NRC.

MOT-NRC Fieldwork Advisory Subcommittee:

This committee will provide guidance and support to the MOT-NRC Coordinator of Fieldwork Education, and the UBC Associate Head Fieldwork Education related to offering quality student placements in northern and rural communities, advising on fieldwork supervisor education, and offering fieldwork opportunities. This committee will be chaired by the Associate Head, Fieldwork Education, in the UBC Department of Occupational Science and Occupational Therapy.

MOT-NRC Admissions Subcommittee:

This committee will review and provide assessment of the MOT-NRC applications to the UBC Department of Occupational Science & Occupational Therapy, MOT Admissions Committee as well as participate in admissions interviews. This committee will be co-chaired by the MOT-NRC Coordinator of Fieldwork Education and the Associate Department Head, Department of Occupational Science and Occupational Therapy.

Letter of Understanding between UBC and UNBC to guide the operations of the MOT Northern and Rural Cohort

Human Resources

All faculty members report to the UBC Head of the Department of Occupational Science & Occupational Therapy, are employees of UBC, with terms and conditions of employment determined by the UBC Faculty Collective Agreement. Faculty are subject to UBC and Faculty of Medicine policies and procedures.

All administrative staff members report to the Administrative Director of the UBC Northern Medical Program, are employees of UNBC, with terms and conditions of employment determined by UNBC collective agreements and are subject to UNBC and UBC Northern Medical Program policies and procedures.

Space

The availability of seminar room space, video-conferencing enabled for broadcasting and receiving, for local teaching and distance learning needs is critically important for the development of the MOT-NRC educational program in northern BC. The seminar room is supported by UBC MEDIT through its established relationships with UNBC IT.

Office space for the MOT-NRC Coordinator of Fieldwork Education and MOT-NRC Administrative Assistant will be located on the UNBC campus. Ideally the Administrative Assistant will be co-located with other UBC Northern Medical Program staff and this might be shared space.

Finance

UBC receives funds annually from the BC Government for the MOT program which includes the MOT-NRC.

The Head of the Department of Occupational Science and Occupational Therapy has authority delegated by the UBC Dean of the Faculty of Medicine, over the departmental budget and resource allocations. The UBC Department of Occupational Science and Occupational Therapy is responsible for transferring funds to UNBC upon receipt of a quarterly invoice from UNBC. Signing authority at UNBC will be granted to MOT-NRC Coordinator of Fieldwork Education and the Senior Administrative Manager for varying amounts, according to UNBC financial policy. The Regional Associate Dean will provide the one-over signing authority at UNBC.

Letter of Understanding between UBC and UNBC to guide the operations of the MOT Northern and Rural Cohort

At UNBC, the MOT-NRC Administrative Assistant is responsible for managing day-to-day financial processing, with oversight by the UNBC Northern Medical Program Finance Manager. The Northern Medical Program Finance Manager is responsible for financial reporting to the UBC Department of Occupational Science & Occupational Therapy, minimally on a quarterly basis.

The implementation of the MOT-NRC will involve financial collaboration between UBC and UNBC. Under the terms of the agreement of the funding received from the provincial government, funds for the MOT-NRC will be spent on increasing the capacity for fieldwork education and supporting the overall educational mandate of the MOT program in northern and rural BC. UNBC is an integral partner in the delivery of occupational therapy education in northern and rural BC. Administration of the budget for operational needs at UNBC will follow UNBC financial policies and processes.

There may be opportunities for joint fundraising between UNBC and UBC for the MOT-NRC. The UNBC and UBC FoM Development/Advancement Officers will work in collaboration to establish guidelines for fundraising and to pursue fundraising initiatives deemed important by both organizations.

Student Services

MOT-NRC students are UBC students and not registered as UNBC students. However, UNBC will grant affiliate status to NRC students, allowing access to services as per existing processes with UNBC.

Communications

The website is an important service for student recruitment and support. UNBC and UBC agree to use the following wording of both websites: *UBC Northern and Rural Cohort – a collaboration between UBC and UNBC*. Posting of MOT-NRC information on either website will be vetted by the Head of the Department of Occupational Science & Occupational Therapy and the Regional Associate Dean, Northern Medical Program, UNBC, prior to posting.

Press releases and media relations are a joint responsibility. The pertinent Departments at UBC and UNBC are expected to work collaboratively with each other on any such releases.

TERM AND TERMINATION

This Agreement will come into effect upon execution and will continue to be in effect unless terminated in accordance with this Agreement.

Letter of Understanding between UBC and UNBC to guide the operations of the MOT Northern and Rural Cohort

The Institutions agree to engage in a joint review of the Agreement after the program has been in effect for thirty (30) months.

The parties may amend this Agreement by mutual agreement at any time. No amendment or modification to this Agreement will be effective unless it is in writing and duly executed by the parties.

Either Institution may terminate the Agreement at any time on the provision of at least six (6) months' written notice to the other Institution. On the provision of notice under this section the Institutions shall cease recruitment and admissions activities to the MOT-NRC cohort.

Despite termination of the Agreement the Institutions agree to continue to provide training as contemplated in this Agreement for a period of a maximum of 25 months to any MOT-NRC cohort students actively engaged in training at the time of termination.

Upon termination, the Agreement shall be of no further force or effect except that neither party shall be released from any obligation that has accrued up to the date of termination including the obligation to continue to provide training as described above.

Notice of termination shall be in writing and shall be deemed to have been duly given and received either (a) on the day of delivery, if delivered to the receiving party at:

If to UBC, to:
The University of British Columbia
6328 Memorial Road
Vancouver, British Columbia
V6T 1Z2
Attention: The President
Facsimile: (604) 822-5055

And:
The University of British Columbia
2194 Health Sciences Mall
Vancouver, British Columbia
V6T 1Z3
Attention: Dean, Faculty of Medicine
Facsimile: (604) 822-8017

If to UNBC, to:
University of Northern British Columbia

Letter of Understanding between UBC and UNBC to guide the operations of the MOT Northern and Rural Cohort

3333 University Way
Prince George, British Columbia
V2N 4Z9
Attention: The President
Facsimile: (250) 960-7301

or such other address as each party may designate in writing to the other party for this purpose.

IN WITNESS WHEREOF, Parties hereto caused Agreement to be signed by their proper officers duly authorized their behalf.

SIGNED FOR ON BEHALF OF **THE UNIVERSITY OF BRITISH COLUMBIA**	SIGNED FOR ON BEHALF OF **THE UNIVERSITY OF BRITISH COLUMBIA**
By: Title: Date:	By: Title: Date:
SIGNED FOR ON BEHALF OF **THE UNIVERSITY OF NORTHERN BRITISH COLUMBIA**	SIGNED FOR ON BEHALF OF **THE UNIVERSITY OF NORTHERN BRITISH COLUMBIA**
By: Title: Date:	By: Title: Date: