UNIVERSITY OF NORTHERN BRITISH COLUMBIA

BOARD OF GOVERNORS

PUBLIC SESSION AGENDA

Thursday, March 30, 2023
Senate Chamber – Room 1079
5:45 pm – 7:15 pm

Members – Ibolya Agoston, Amanda Alexander, Kostas Bach, Allison Beswick, C. Brown, Joyce Henley, Darlene McIntosh, Joel McKay, Trevor Morrison, Geoff Payne, Michael Reed – VICE-CHAIR, Paul Sanborn, Gregory Stewart, Catherine Wishart – CHAIR

1. Acknowledgement of Territory

2. Chair's Remarks

- Declarations of Conflict
- Correspondence Received

3. Approval of Agenda

That, the Agenda for the Public Session of the March 30, 2023 meeting of the Board of Governors be approved as presented.

4. Approval of Minutes

a. **Public Session Minutes of January 27, 2023** – **page 5**

That, the Public Session Minutes of the January 27, 2023 meeting of the Board of Governors be approved as presented.

5. Business Arising from Previous Public Session Minutes

a. **UNBC Land Trust Vision – Design Principles** *(approved in Board Closed Session January 2023)*

MOTION: 2023BC01.27.03 (M. Reed/G. Stewart)
That the UNBC Board of Governors approves the UNBC Land Trust design as amended.
CARRIED

Principles:

1. **Indigenous Collaboration** - Indigenous communities of Northern BC, with Lheidli T'enneh in a place of honor, should inform the design process and be included through the development and implementation of the Land Trust vision.

2. **Net-Positive Approach** - There should be an ambition to achieve net-positive systems (energy, waste, water etc.).

3. **Natural Systems Embraced** - Natural systems are what make UNBC's location special. The Land Trust should showcase the setting that gives UNBC its identity.

4. **Lifecycle Value Over Short-Term Value** - Land development should provide sustained revenue

generation in order to create long term value for UNBC over the life cycle of the Land Trust.

5. **Northern Ethos** - Development should be a model for community wellbeing and sustainability that reflects the ethos of resilience, collaboration, and diversity present in northern communities.

6. **Community Magnetism** - Make UNBC a year-round community with social and commercial amenities that both enrich the campus community and become a magnet for Prince George.

7. **Leading by Demonstration** - The Land Trust should be developed in a way that advances and showcases UNBC's areas of research and innovation.

8. **Alignment and Support for UNBC's Mission and Values** - As a foundational principle of creating the Land Trust, alignment and support of UNBC's Mission and Values must inform the Land Trust's conceptual direction.

6. Reports of Committees and Related Motions

(i) **Audit and Risk Committee** – G. Stewart, Chair – **page 9**

a. FIPPA – Annual Statistical Report – G. Payne - **page 12**

b. License Agreement between the University of Northern British Columbia and the David Douglas Botanical Garden Society – R. Somani – **page 15**
That, on the recommendation of the Audit and Risk to Committee, the Board of Governors, approves of the License Agreement between the University of Northern British Columbia and the David Douglas Botanical Garden Society for the Expansion of the David Douglas Botanical Garden on the UNBC Prince George Campus, as presented.

(ii) **Governance and Human Resources Committee** – C. Wishart, Chair – **page 52**

a. Hiring Equity Policy – W. Rodgers **– page 56**
That, on the recommendation of the Governance and Human Resources Committee, the Board of Governors approves the Hiring Equity Policy, as presented.

b. Intentional Diversity Hire Policy - W. Rodgers **– page 64**
That, on the recommendation of the Governance and Human Resources Committee, the Board of Governors approves the Intentional Diversity Hire Policy, as presented.

c. Academic Vice-Presidents and Other Senior Academic Administrators Selection and Review Procedures- W. Rodgers **– page 69**
That, on the recommendation of the Governance and Human Resources Committee, the Board of Governors approves the Academic Vice-Presidents and Other Senior Academic Administrators Selection and Review Procedures, as presented.

d. Repeal of the Search Committees for Academic Vice-Presidents and Other Senior Academic Administrators Procedures - W. Rodgers **– page 83**
That, on the recommendation of the Governance and Human Resources Committee, the Board of Governors repeals Search Committees for Academic Vice-Presidents and Other Senior Academic Administrators Procedures, as presented.

e. Repeal of the Review of College Dean Prior to Reappointment Terms of Reference - W. Rodgers **– page 87**
That, on the recommendation of the Governance and Human Resources Committee, the Board of Governors repeals the Review of College Dean Prior to Reappointment Terms of Reference, as presented.

f. **Repeal of the Review of the Dean of Graduate Programs Prior to Reappointment Terms of Reference-** W. Rodgers **– page 91**
That, on the recommendation of the Governance and Human Resources Committee, the Board of Governors repeals the Review of the Dean of Graduate Programs Prior to Reappointment Terms of Reference, as presented.

g. **Repeal of the Review of the Vice-President Academic and Provost Prior to Reappointment Terms of Reference -** W. Rodgers **– page 94**
That, on the recommendation of the Governance and Human Resources Committee, the Board of Governors repeals the Review of the Vice-President Academic and Provost Prior to Reappointment Terms of Reference, as presented.

h. **Repeal of the Review of the Vice-President Prior to Reappointment Terms of Reference-** W. Rodgers **– page 98**
That, on the recommendation of the Governance and Human Resources Committee, the Board of Governors repeals the Review of the Vice-President Prior to Reappointment Terms of Reference, as presented.

i. **Exempt Handbook** – G. Payne **page 102**
That, on the recommendation of the Governance and Human Resources Committee, the Board of Governors approves the Exempt Handbook, as presented.

j. **Board of Governors Code of Ethical Conduct – Annual Review and Signing** – C. Wishart – **page 135**

(iii) **Finance and Investment Committee** – A. Beswick, Chair – **page 144**

a. **Approval on the General Research Policy** – K. Lewis – **page 146**
That, on the recommendation of the Finance and Investment Committee, the Board of Governors approves the renewal of the General Research Policy, as presented.

b. **Repeal of Volunteer Expenditures Policy -** K. Lewis – **page 159**
That, on the recommendation of the Finance and Investment Committee, the Board of Governors approves the repeal of the Volunteer Expenditures

c. **Agreements, Scholarships, Bursaries, and Awards** – K. Lewis – **page 163**
That, on the recommendation of the Finance and Investment Committee, the Board of Governors approves the agreements, scholarships, bursaries, and awards as recommended and approved by the UNBC Senate, for the period January 2023 to February 2023, as presented.

d. **CCDC-2 Contract** with **IDL Projects Inc. for the Northern Baccalaureate Nursing Program Renovation –** R. Somani – **page 172**
That, on the recommendation of the Finance and Investment Committee, the Board of Governors approves to negotiate a CCDC-2 contract with IDL Projects Inc. for a value not to exceed $750,000 for the Northern Baccalaureate Nursing Program Renovation, as presented.

7. Board Motions

None

8. Mandatory and Standing Reports – Public Session

a. **Report of the President – G. Payne**

- Regular Report – **page 174**
- Senate Update (verbal)

b. **Public Reports of the Vice-Presidents, written**

- Vice-President, Academic and Provost – W. Rodgers – **page 177**
- Vice-President, Finance and Administration – R. Somani – **page 184**
- Interim Vice-President, Research and Innovation – K. Lewis – **page 192**

9. Other Business

a. Schedule of Upcoming UNBC Events

- April 17th – Post-Secondar Board Governance Workshop
- May 26th - Convocation
- May 28th to June 2nd – Regional Tour

For more UNBC events, please visit www2.unbc.ca/events

10. Adjournment

BOARD OF GOVERNORS – PUBLIC SESSION
Approved for Submission:

Catherine Wishart
UNBC Board Chair

UNIVERSITY OF NORTHERN BRITISH COLUMBIA

BOARD OF GOVERNORS – PUBLIC SESSION

Meeting Date:	March 30, 2023
Agenda Item:	6.i. Audit & Risk Committee Report – G. Stewart
Material:	1. Audit & Risk Report – March 2023

UNBC UNIVERSITY OF NORTHERN BRITISH COLUMBIA

Audit and Risk Committee Report to the UNBC Board of Governors

Submitted by: Greg Stewart
Dates of meeting(s) since last report: March 17 and 23, 2023

Topics reviewed and discussed at the March 17, 2023 meeting:

1. **Audit Plan and Schedule – KPMG Audit Representatives**
   - KPMG presented the audit plan, highlighting materiality, significant risks, areas of focus, and milestones/communication.
   - Committee discussion highlighted potential risk to the audit timeline due to recent staffing changes within the Finance department.
   - Discussed the implications of asset retirement obligations and labour negotiation obligation reporting.
   - As a standard practice, the committee members, excluding the University President, held a brief in-camera meeting with the auditor.

2. **Board Evaluation**
   - Reviewed the proposed statements to be used for an internal Board review.
   - Will be adding a statement pertaining to upholding University values.
   - The internal survey will be completed by and reported on at the June Board meeting.

3. **Risks associated with the Winter/Spring Semester Return to Campus - Update**
   - An update on the Spring semester response regarding COVID was provided.
   - The committee has agreed to discontinue this standing item on the agenda as COVID, while still present, has stabilized.

4. **Travel and Business Expense Policy - Update**
   - The updated Travel and Business Expense Policy will be presented at the May 2023 Audit and Risk Committee meeting.

5. **UNBC Pension Plan**
   - Updated the committee on increased reporting on the UNBC Pension Plan due to the ongoing responsibility of the Board for oversight.
   - The Pension Plan is in good shape.

6. **FIPPA – Annual Stastical Report**
   - Reviewed the Freedom of Information (FOI) requests for the past year.
   - Chris Ross attended the meeting to review the breadth and scope of FOI requests, including the applicable regulations and key focus areas for the University.

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- There are no apparent trends resulting from the requests in 2022.

Topics reviewed and discussed at the March 23, 2023 meeting:

1. **License Agreement between the University of Northern British Columbia and the David Douglas Botanical Garden Society**
   - Reviewed the proposed licensing agreement to determine whether it should be brought to the Board for approval.
   - Questions were raised around insurance coverage as well as expectations should the contract be terminated - management has agreed to review those areas.
   - The committee approved the motion to recommend to the Board of Governors approval of the licensing agreement subject to management feedback on the areas discussed above.

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BOARD OF GOVERNORS – PUBLIC SESSION

Meeting Date:	March 30, 2023
Agenda Item:	6.i.a. FIPPA – Annual Statistical Report – G. Payne
Material:	1. Freedom of Information Request Statistics 2018-2022

UNBC UNIVERSITY OF NORTHERN BRITISH COLUMBIA

Freedom of Information Request Statistics 2018-2022

Updated March 2023

Year	*Total FOI Requests*	**Type of FOI Request*	*Total for Type of FOI Request*	*Total FOI 3rd Party Consults*
2018	**21**			0
		Access to Restricted Archival Records	1	
		Employment Related Records	1	
		Law Enforcement/Government Case Records	5	
		Public Interest Records	11	
		Student Records	3	
2019	**9**			0
		Employment Related Records	2	
		Law Enforcement / Government Case Records	2	
		Public Interest Records	3	
		Student Records	2	
2020	**34**			1
		Employment Related Records	10	
		Public Interest Records	15	
		Student Records	8	
2021	**26**			
		Academic Governance Records	2	
		Employment Related Records	7	
		Public Interest Records	3	
		Student Records	9	
		No Records	2	
		Abandoned Requests	3	
2022	**31**			0
		Employment Related Records	10	
		Public Interest Records	6	
		Student Records	13	
		Abandoned Requests	2	

Types of FOI Requests:

Abandoned: Applicant fails to respond in a timely fashion after being notified request will be abandoned

Academic Governance Records: external program reviews, academic planning documents, and documents supporting decisions that impact academic units or planning.

Access to Restricted Archival Records*:* Archival records that have been donated or received with restrictions.

Employment Related Records*:* Records that relate to employment history, investigations, complaints or terminations.

Law Enforcement / Government Case Records*:* Records that respond to requests from the Integrity Services Branch of Service Canada, Canadian Border Service Agency or other law enforcement agency. Law Enforcement / Government Case Records are no longer calculated into these statistics as of April 18 2019. These requests are now handled by individual departments who consult with the Information Governance Officer as needed.

Public Interest Records*:* Contracts, financial reports, statistical information or documents related to an institutional decision or report.

Student Records*:* Official student files and supporting documentation.

3rd Party FOI Consults: When a third party receives an FOI request and the information they are asked to release contains information about UNBC, the third party will formally *consult* with UNBC prior to release to allow UNBC to object or request redactions.

UNIVERSITY OF NORTHERN BRITISH COLUMBIA

BOARD OF GOVERNORS – PUBLIC MEETING

Meeting Date:	March 30, 2023
Agenda Item:	6.i.b . License Agreement between the University of Northern British Columbia and the David Douglas Botanical Garden Society – R. Somani
Motion:	*That, on the recommendation of the Audit and Risk to Committee, the Board of Governors, approves of the License Agreement between the University of Northern British Columbia and the David Douglas Botanical Garden Society for the Expansion of the David Douglas Botanical Garden on the UNBC Prince George Campus, as presented.*
Material:	1. License Agreement between the University of Northern British Columbia and the David Douglas Botanical Garden Society

LICENSE AGREEMENT

BETWEEN

THE UNIVERSITY OF NORTHERN BRITISH COLUMBIA

AND

THE DAVID DOUGLAS BOTANICAL GARDEN SOCIETY

For the Expansion of the David Douglas Botanical Garden on the UNBC Prince George Campus

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Schedules

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Schedule B – UNBC Development Controls
Schedule C – Joint Development Committee Terms of Reference
Schedule D – DDBGS Preliminary Business Case
Schedule E – Visitor Centre Conceptual Design and Budget
Schedule F – Collaboration Agreement CON15-2156
Schedule G – Society Draft Operating Budget

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LICENSE AGREEMENT

THIS LICENSE AGREEMENT is dated for reference the XX day of March 2023.

BETWEEN:

THE UNIVERSITY OF NORTHERN BRITISH COLUMBIA, a university continued under the *University Act,* having a place of business at 3333 University Way, Prince George, British Columbia (the "**University**")

AND:

THE DAVID DOUGLAS BOTANICAL GARDEN SOCIETY (Incorporation No. S-28293), a British Columbia society incorporated under the *Societies Act*, with an address for service at PO Box 1305, Prince George, British Columbia, V2L 4V3 (the "**Society**")

WHEREAS:

A. The University is the owner of fee simple in the following lands that form part of the University's Prince George campus, legally known and described as:

Parcel Identifier: 023-384-697
Lot A District Lots 2611 2612 2615 AND 2616 Cariboo District Plan PGP39723.

B. The University's Campus Master Plan 2019 "UNBC Destination 2040" (March 2019) identifies the Licensed Area as part of the University's Open Space Framework, which supports the University's core academic and research objectives. The University wishes to support the Society in furthering its purposes and those of the University and the University community in using the Licensed Area for university purposes.

C. Pursuant to their Collaboration Agreement, the parties agreed on a process by which they would collaborate on a project-by-project basis towards the establishment of new botanical gardens (the "Gardens") on the University's Prince George campus, including a process by which proposals shall be made.

D. In keeping with the Collaboration Agreement, the Society has drafted the Preliminary Business Case, which contains a plan for the expansion of the David Douglas Botanical Garden to the Licensed Area and the development and operation of the Gardens and the Visitor Centre (amongst other Structures).

E. The Society wishes to use and occupy on a non-exclusive basis the Licensed Area (as defined below) to develop, construct, maintain and operate, amongst other activities, the Gardens as described in the Preliminary Business Case.

F. The parties entered into an Offer to License the Licensed Area and the parties now wish to enter into this License Agreement as contemplated within the Offer to License.

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NOW THEREFORE, in consideration of the mutual covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

1.1 For the purposes of this License Agreement:

(a) "**Collaboration Agreement**" means the agreement #CON15-2156 between the University and the Society dated January 18, 2016, attached as Schedule F, as it may be amended from time to time.

(b) "**Commencement Date**" has the meaning set out in Section 3.1 of this License Agreement.

(c) "**GST**" means the tax levied under Part IX of the *Excise Tax Act* (Canada), and any replacement or substitute therefor from time to time.

(d) "**Gardens**" means the gardens as contemplated and more fully described as the "Phase 2, 3 and 4 Gardens" in the Preliminary Business Case.

(e) "**Lands**" has the meaning set out in Recital A of the Preamble of this License Agreement.

(f) "**Laws**" means all applicable federal, provincial, municipal and local laws, statutes, ordinances, codes, policies, regulations and bylaws, including those of the City of Prince George, the University, and any other relevant government authority or agency.

(g) "**License Agreement**" means this non-exclusive license agreement together with all schedules and amendments.

(h) "**Licensed Area**" means a portion of the Lands as identified in the plan attached hereto as - Licensed Area Schedule A.

(i) "**License Fee**" means CAD $1.00 per annum.

(j) "**Losses**" means losses, liability, judgments, builder's liens, damages, costs (including legal costs), expenses, actions, proceedings, suits, debts, accounts, claims and demands, including any and all claims of third parties.

(k) "**Master Garden Plan**" has the meaning set out in Section 9.1 of this License Agreement and refers to the Gardens proposed in the Preliminary Business Case, Schedule D .

(l) "**Offer to License**" means the Offer to License between the parties hereto, dated August 28, 2020.

(m) "**Operating Costs**" means all operating costs of the Licensed Area and the Society's use thereof and of the Structures thereon, including electricity, gas, water and sewage, telecommunications, and all other utilities, any insurance premiums paid by, or on behalf of the University and all equipment and materials required to operate, repair, maintain and replace the Structures (including structural elements, glass, the roof, siding, and interior structure and finishes, and trade fixtures), and the Society's property on the Licensed Area, including: plantings, garden beds, and hard and soft landscaping.

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(n) "**Operating Plan**" means the plan as described in Section 6.2 of this License Agreement.

(o) "**Permitted Encumbrances**" means any registered and unregistered statutory rights of way, liens, rights, covenants, charges, interests and other agreements registered in relation to, against or affecting in any way the Lands as of the Commencement Date or at any time thereafter.

(p) "**Permitted Uses**" means the uses as set out in Section 9.2 of this License Agreement.

(q) "**Preliminary Business Case**" means the Botanical Garden Expansion Business Case, dated April 2018, signed by the parties on September 11, 2018 attached in Schedule D, as same may be amended, supplemented, restated or replaced from time to time by the parties.

(r) "**Society's Personnel**" means the Society's agents, servants, employees, trustees, officers, directors, representatives, officials, contractors, subcontractors, students, and volunteers.

(s) "**Structures**" means the various constructed features and structures, including buildings, ground-level and elevated walkways, gazebo, greenhouse, signage, fences, lighting, and other ancillary structures contemplated for the Gardens, and includes, for greater certainty, the Visitor Centre and any pre-existing property within the Licensed Area.

(t) "**Taxes**" means all taxes, rates, duties, levies, and assessments whatsoever, whether municipal, regional, provincial, federal, or otherwise, that are levied, imposed, or assessed against or in respect of the Lands, any improvements on the Lands (or any or more of them), or upon the University or the Society in respect of them, including in respect of the grant of this License Agreement by the University to the Society and in respect of any amounts paid or payable by the Society to the University hereunder or under any other agreement between the parties, and that are from time to time levied, imposed, or assessed. Taxes include all costs and expenses (including legal and other professional fees and interest and penalties on deferred payments) incurred by in contesting, resisting, or appealing any taxes, rates, duties, levies, or assessments but excluding income taxes.

(u) "**Term**" means a period of forty-nine years (49) commencing on the Commencement Date, subject to extension in accordance with renewal term set out in Section 5.1 of this License Agreement.

(v) "**Terms of Reference**" means the "Joint UNBC/DDBGS Development Committee Terms of Reference" for the design, budgeting, construction and operation of the Gardens upon the Licensed Area, attached as Schedule C, as same may be amended from time to time.

(w) "**UNBC Development Controls**" means the restrictions on land use and construction requirements and standards contained in any existing encumbrances registered on title to the Lands, together with the University adopted development and building regulations from time to time, a current copy of which is attached hereto as Schedule B, which are in effect from time to time.

(x) "**University Personnel**" means the University's agents, servants, employees, Governors, officers, representatives, officials, contractors, subcontractors and volunteers.

(y) "**Visitor Centre**" means the visitor centre as described in the Preliminary Business Case.

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(z) "**Visitor Centre Design and Budget**" means a design and budget for the Visitor Centre detailed in Schedule D and as may be amended by the parties from time to time, associated parking and the related utilities installations, which design and budget shall include:

(i) the potential to hook into a district energy loop (unless otherwise agreed by the parties);

(ii) all required fees to obtain a development permit (if necessary) and all required building permits; and all connection fees, levies or charges to connect to the water and storm and sanitary sewer systems and to connect to the electrical, gas, district energy, telephone and cable services;

(iii) the connection points for services to the Visitor Centre will be as specified by the University;

(iv) compliance with the UNBC Development Controls; and

(v) compliance with all Laws.

2. SCHEDULES TO THE AGREEMENT

This Agreement includes the following Schedules. In the event of contradictory terms, the documents will supersede in the following order:

This Agreement
Schedule A – Licensed Area
Schedule B – UNBC Development Controls
Schedule C – Joint Development Committee Terms of Reference
Schedule G – Society Draft Operating Budget
Schedule E – Visitor Centre Conceptual Design and Budget
Schedule D – DDBGS Preliminary Business Case
Schedule F – Collaboration Agreement CON15-2156

3. COMMENCEMENT DATE

3.1 The University shall deliver vacant possession of the Licensed Area to the Society on the day that is no more than 7 days after University Board of Governor approval of this License. (the "**Commencement Date**") and provided that this Agreement has been executed and delivered by both the University and the Society and the Society has obtained the insurance required by Section 18 of this Agreement and the Society has provided to the University certificates of insurance in respect to the foregoing insurance.

4. GRANT OF LICENSE

4.1 Subject to the Permitted Encumbrances, and the terms and conditions hereof, the University grants the Society, effective on the Commencement Date, a non-exclusive license for the Term to enter on, use and occupy the Licensed Area, with or without vehicles, machinery, equipment, tools, materials and supplies, for the Permitted Uses. During the Term, the University reserves the right to, from time to time, prohibit access to certain portions of the Licensed Area, or to separate the Licensed Area

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from other lands. The University shall provide 48 hours explanatory notice to the Society of its need to prohibit such access.

4.2 Subject to any Permitted Encumbrances and the Society's due performance of its obligations and compliance with the terms and conditions contained in this License Agreement, the University hereby grants the Society and the Society's Personnel a non-exclusive license for the Term to pass and repass over and upon the access roads, with or without vehicles, machinery, equipment, tools, materials and supplies, for the purposes of access to and egress from the Licensed Area to and from public streets. The Society shall notify the University 48 hours in advance of any heavy equipment arriving at the Licensed Area through University roadways.

4.3 The University has the right for itself and University Personnel to access, use and inspect the Licensed Area, on foot or with vehicles, machinery, equipment, tools, materials, and supplies, provided that the University will use commercially reasonable efforts to minimize interference with the Permitted Uses. The University shall provide the Society with reasonable notice of its intention to exercise its access rights to the Licensed Area in any way that may interfere with the Permitted Uses, except in the event of a real or perceived emergency, as determined by the University in its sole discretion.

4.4 The Society acknowledges and affirms that the Licensed Areas is part of the University's campus and public realm and shall not do anything that may obstruct the public's free use and enjoyment of the Lands except as expressly set out in the Permitted Uses.

4.5 Upon written notice from the Society providing sufficient particulars, the University shall use commercially reasonable efforts, at the Society's cost, to support the Society in enforcing property rights as against third parties who trespass upon the Licensed Area or any enclosed Structures, or otherwise substantially interfere with the Society's use and access to the Licensed Area. For clarity, should the Society wish to retain UNBC on a regular basis to provide security services to the Society in respect of the Licensed Area, the parties will attempt to agree on terms for a separate fee-for-services arrangement.

5. RENEWAL

5.1 Subject always to the University's review and approval as described in Section 5.2, provided the Society has duly and punctually performed all the Society's covenants throughout the Term and is not then in default under any of the terms of this License Agreement, then the Society, on giving written notice to the University not earlier than three years and not later than two years prior to the last day of the Term, shall have the right to renew this License Agreement, subject to the conditions set out below, for a renewal term of 49 years.

The renewal term will be on the same terms and conditions as this License Agreement, except that:

(a) the Term shall be amended to reflect the expiry date of the renewal term;

(b) there shall be no further right of renewal.

5.2 The Society's right to renew this License Agreement contained in Section 5.1 shall be subject to and conditional upon the University determining, in its sole and absolute discretion, that the renewal of this License Agreement as contemplated in Section 5.1 is in the best interests of the University at the time of such renewal. Upon the Society exercising its right in the manner and within the time period described in Section 5.1, the University shall have 180 days within which to review and consider its position and whether the renewal of the License Agreement is in the best interests of the University,

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and to communicate its decision to the Society. If the University determines that the renewal of the License Agreement is in the University's best interests, then the License shall be renewed described in Section 5.1, and if the University determines that the renewal of the License Agreement is not in the University's best interests, then the License Agreement shall terminate at the expiry of the initial Term, and the Society will deliver up and provide vacant possession of the Licensed Area to the University in accordance with those obligations set forth in Section 12.2 at the expiry of the initial Term.

6. JOINT DEVELOPMENT COMMITTEE AND ANNUAL OPERATING PLANS

6.1 The University and the Society will form a Joint UNBC/DDBGS Development Committee which will operate from and conduct themselves in accordance with the **Terms of Reference** established for the joint development committee. This will include a decision-making process to enable timely decisions on project-related matters and an expedited dispute resolution procedure.

The Society shall assign a Project Manager to the committee.

6.2 The Society shall submit an Operating Plan for University pre-approval by February 20th for each year of this agreement. The Operating Plan shall include the following information for the coming fiscal year:

a) Financial operating and capital budget,
b) Goals for development and expansion in that year,
c) Any updates and revisions to the Master Garden Plan, and
d) Proposed gate fees.

The Operating Plan should also include projections for the coming three years.

The University shall provide a response to the Operating Plan submission within 10 business days.

For the first year of this agreement the Operating Plan shall be delivered to the University within 30 days of the Commencement Date.

6.3 <u>Master Garden Plan</u>

The University, through the Joint Development Committee, shall review and approve each planned phase of Gardens expansion.

The Society shall incorporate the following UNBC Guiding Principles into its Master Garden Plan:

- Indigenous focus - UNBC envisions the development of this garden as an act of reconciliation
- Each phase of the Master Garden Plan shall have a reversion plan (to natural state) in the event that this License terminates.
- Operations are to be fully funded by the Society
- The forested land is to remain undisturbed until required
- The Gardens are to remain accessible to students

6.4 Fundraising

a) The Society shall present for review to the University all grant proposals it wishes to submit.
b) A letter of support is required from the University for all grant proposals in excess of $50,000.

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c) The University shall respond to grant proposals within 10 business days; failure to respond within this timeframe will be considered approval.

d) The University shall provide resources to the Society to assist in grant proposal review, edit and submission.

e) Donations towards the development and expansion goals included in the Operating Plan need no further approval from the University. Donations towards new initiatives are to be reviewed with the University prior to accepting the donation.

6.5 The Society hereby agrees that the University will retain professional services and contractors and have all required access to the Licensed Area to carry out the detailed design and construction of the Visitor Centre, based on the final Visitor Centre Design and Budget, all at the sole cost of the Society. The Society will pay all invoices presented by the University in respect of the design and construction work within 30 days of delivery of same. The University shall endeavor to provide all invoice support information to satisfy the requirements of granting agencies contributing to the project.

6.6 At time of signing of this License, the Society has cleared four (4 acres) under approval from the Letter of Agreement dated November 22, 2022. The interim "kiosk" has been acquired and shall be moved into place in Spring 2023 in addition to the development of a pathway through the Licensed Area.

6.7 The University will cause the professional services providers and contractors (as necessary) to report to the Joint Development Committee periodically regarding construction progress, costs, and schedule. If, upon procurement or thereafter, the final Design and Budget proves to be insufficient or design or material changes are required or the schedule requires reconsideration, the University will cause the relevant professional(s) or contractor(s) to engage the Project Committee to make decisions.

6.8 In respect of the construction of the Visitor Centre only, the University shall be the "prime contractor" and shall comply with all "prime contractor" obligations set out in the *Workers Compensation Act* and *Occupational Health and Safety Regulation*, all as they may be amended or replaced from time to time or shall otherwise engage such professional contractor(s) who shall assume such responsibility.

6.9 Upon completion of construction, the Visitor Centre shall vest in the University as a fixture to land provided that, for greater certainty, the Visitor Centre is hereby licensed to the Society on the terms of this License Agreement.

7. LICENSE FEE, TAXES AND COSTS

7.1 Upon the Commencement Date and the anniversary of the Commencement Date each year for the duration of the Term, the Society shall pay the University the License Fee.

7.2 In addition to the License Fee, the Society shall be responsible for payment of:

(a) all Operating Costs; and

(b) all Taxes.

7.3 The Society, at its own expense, shall obtain all permits, licenses and approvals necessary to use the Licensed Area for the Permitted Uses. The Society acknowledges and agrees that where University approvals, consents, permits and licenses are required for the Permitted Uses, any decision whether

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to approve such uses or activities is in the University's sole and absolute discretion as the regulator of its campus lands.

7.4 The Society's use of the Licensed Area may cause one or more of the parcels comprising the Lands to become taxable property, and therefore subject the University or the Society to the payment of Taxes. If this occurs, the Society shall pay an annual *pro rata* share of the Taxes, which shall be based on:

(a) the area of the Licensed Area subject to Taxes in proportion to the balance of the Lands subject to Taxes; or

(b) if the Licensed Area is subject to a separate assessment, then the entire amount of the Taxes so assessed.

In either event, the Society shall pay or cause to be paid such Taxes when due to the taxing authority, or within 30 days after the University has made a written request to the Society for payment (whichever is earlier).

7.5 If Taxes are assessed against the whole or part of the Licensed Area and if the Society wishes to be exempt from the payment of any Taxes, the Society shall be responsible for applying to the relevant taxing authority(ies) for a tax exemption during each year of the Term.

7.6 The Society shall pay or cause to be paid when due any and all Taxes, permits, and license fees (including penalties and interest) in respect of any and every business carried on, upon or in the Licensed Area and in respect of the use or occupancy of the Licensed Area by the Society and the Society's Personnel whether such Taxes, permits, or license fees are charged by any relevant taxing authority during the Term.

7.7 Any and all amounts payable by the Society to the University hereunder or under any other agreement between the parties shall be exclusive of any applicable GST payable thereon, which the Society shall be responsible to pay in all instances.

8. COVENANTS

8.1 Once either the Gardens or Visitor Centre are operational, the parties shall meet at minimum annually during the Term to identify, review and discuss (as the case may be) (among other things as may be identified by the parties from time to time):

(a) operational matters respecting the Society's use and occupation of the Licensed Area (including, for example, safety and security matters, catering and event services, parking services, and other services being provided by the University to the Society or vice versa);

(b) the Permitted Uses and any other matters or ancillary agreements contemplated to be reviewed, negotiated and discussed periodically as more fully described in Section 9.2, and the ongoing collaborative use of the Gardens by the Society and the University for research and teaching;

(c) issues or concerns (either affecting the use, occupation and operation of the Licensed Area by the Society, or affecting other operations of the University on other portions of the University's campus);

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(d) the interface of the Society's use of the Licensed Area with the University's broader operations on the University's campus, and the manner in which it supports the University's purposes; and

(e) the Society's annual Operating Plan including any capital budgets for the repair, maintenance, replacement, construction and reconstruction of the Gardens and Structures as contemplated to be undertaken by the Society herein. The **Society Draft Operating Budget** is attached hereto as Schedule G.

8.2 The Society shall, and shall ensure that the Society's Personnel shall, at the Society's sole cost and expense:

(a) maintain the Licensed Area in a sanitary, neat, tidy and safe condition as required for the Permitted Uses, and that is free at all times from nuisance caused by the Society or the Society's Personnel and, without limiting the generality of the foregoing, repair any damage caused to the Lands by the Society or the Society's Personnel to the satisfaction of the University;

(b) should any of the Structures (including the Visitor Centre) suffer substantial damage or be destroyed, conduct all repairs or rebuild the Structures or such damaged part thereof, as the case may be, expeditiously and at its sole cost;

(c) comply with all Laws now or hereafter in force and in effect including, without limitation:

(i) all applicable land use requirements, including the UNBC Development Controls;

(ii) all Workers' Compensation Board of British Columbia policies, guidelines and requirements; and

(iii) all University policies and procedures;

applicable to the Permitted Uses and the Society's use of the Licensed Area;

(d) use and occupy the Licensed Area only in a manner that supports the University's purposes;

(e) in respect of any services to be provided to the Society or the Licensed Area, or work to be performed upon the Licensed Area (including with respect to any alteration or improvement thereon or the construction, installation, repair, maintenance or replacement of any Structures), ensure that any such service provider or contractor is first approved by the University, such approval not to be unreasonably withheld, conditioned or delayed;

(f) provide adequate security for the Licensed Area;

(g) ensure that any parking areas located on the Licensed Area will be used for the Society's Personnel and visitors while attending the Licensed Area for the Permitted Uses only;

(h) not plant, grow or harvest any cannabis or illegal material in the Licensed Area;

(i) not use, or permit to be used, the Licensed Area or any part thereof for any unlawful purpose; and

(j) not permit or suffer waste or injury to the Licensed Area or any part thereof.

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8.3 The University covenants with the Society that it will permit the Society to peaceably hold and enjoy the rights granted herein subject to the terms and conditions of this License Agreement.

9. SOCIETY PERMITTED USES AND RESPONSIBILITIES

9.1 The University will, in keeping with the Collaboration Agreement, co-operate with the Society as the Society implements and undertakes the provisions of the annual Operating Plans, and the parties agree to periodically update applicable policies and practices regarding the use of the Licensed Area and the operations of the Gardens thereon, including, without limitation, landscape maintenance standards, use of pesticides and fertilizers, and other matters pertaining to the use of the Licensed Area and the operation of the Gardens (including how such operation supports the University's purposes) (all of such policies and practices as so developed from time to time, the "**Master Garden Plan**").

9.2 The Permitted Uses of the Licensed Area and the Structures are, at all times in support of and furtherance of the University's purposes, and subject to the other provisions of this Agreement, including Article 10:

(a) Operating and maintaining the Gardens in keeping with the Master Garden Plan, including such pruning, weeding, replacing, and replanting as from time to time required to maintain the gardens to the standard established by the Master Garden Plan. For greater certainty, decisions regarding the use of herbicides, pesticides, fertilizers and the like, will be made by the Society in consultation with the University and will meet or exceed the standards (if any) established by the University for similar landscaping on institutional property.

(b) Operating, repairing, maintaining and replacing the Structures.

(c) Protecting and securing the Licensed Area or any parts thereof, utilizing Structures such as fences and natural barriers, and signage, to limit access by visitors, the general public, and wildlife for the purposes of protecting and preserving property, ensuring proper safety and security, and enforcing opening and closing hours. Should the Society wish to retain the University to provide security services to the Licensed Area, the parties may attempt to agree upon terms for a separate fee-for-service arrangement.

(d) Establishing opening and closing hours, charging admission to visitors of the Gardens, or designated portions thereof, conducting community markets and plant sales from the gardens, and retaining the proceeds thereof to fund the Society's operations. It is understood that preferred admission rates will be offered to the University faculty, staff and students, such matters to be reviewed periodically in accordance with Section 8.1.

(e) Food service and event services, in each case subject to the prior approval of the University after discussions between the parties in order to ensure that such food service and event services:

(i) respect current exclusivity rights that vendors have for the University as a whole;

(ii) avoid direct competition with the University's Conference and Events Services; and

(iii) adhere to the University's policies and procedures.

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It is anticipated that the University and the Society will enter into a fee-for-service arrangement for the use of the University's Conference and Event Services department to administer bookings.

(f) Vehicular parking terms shall be negotiated by the Parties to ensure that any parking permitted by the Society on the Licensed Area is neither negatively impacted by the parking of vehicles belonging to students or other visitors to the University's campus, nor negatively impacts the parking operations of the University elsewhere on its campus. The University and the Society shall attempt to agree upon terms for a fee for service agreement in the event that the Licensed Area parking lot is not secured and the Society wishes for the University to provide security patrol and maintenance (including without limitation, snow and ice removal).

(g) Any other uses agreed upon in writing by the parties, from time to time, provided that any such agreement shall be documented as an addendum to this Schedule.

All of the foregoing shall be subject to review and discussion periodically in accordance with Section 8.1.

9.3 As required for the Permitted Uses, the Society, at its own expense, shall:

(a) provide and maintain all necessary products, material, supplies and equipment for the Licensed Area, including but not limited to soil, seeds, and equipment;

(b) maintain the Licensed Area, including all Structures thereon, to a reasonable standard as would a prudent owner of lands similar to the Licensed Area and at all times in compliance with all Laws;

(c) subject to the University's prior written approval, construct, maintain and operate the Structures in compliance with all applicable requirements, Taxes, permits and Laws; and

(d) ensure that any waste generated as a result of the Society's use of Licensed Area, including any recycling or compost in or on the Licensed Area that are the result of or in connection to the Permitted Uses, are properly disposed of.

9.4 The Society shall participate in all Fire Drills and safety inspections as scheduled by the University.

9.5 The Society shall not store any vehicles, machinery, equipment, tools, materials or supplies in the Licensed Area except in the designated areas approved by the University for the Society's storage. The Society will maintain the designated storage areas in a clean and organized manner. The Society may only store, at its own risk, vehicles, machinery, equipment, tools, materials or supplies in the designated storage areas, provided that such items, with respect to type and quantity, are necessary for the Permitted Uses and such storage is in compliance with all Laws.

9.6 It is understood that separate arrangements will be established from time to time between the University and the Society regarding collaborative use of the Gardens by the University and the Society for research and teaching.

9.7 The Society acknowledges that due to the long-term relationship to be established by this License Agreement, circumstances outside of either party's control may render the University unable to continue to permit certain uses. Therefore, should the University during the Term, acting reasonably

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and in good faith, determine that a Permitted Use no longer complies with the binding requirements of the Province of British Columbia, an authorized bargaining unit, employee association or union, or an exclusive service provider, or any other third party with a legitimate interest or binding rights relevant to the use and occupation of the Licensed Area, the University shall give notice to the Society, and the parties shall enter into good faith negotiations pursuant to the principles of the Collaboration Agreement and the terms of this License Agreement regarding how to alter the Permitted Uses to permit the University to meet all of such legal obligations.

Should good faith negotiations fail to result in an agreement between the parties, the University shall have the right to modify the Permitted Uses to the minimum extent required to meet its legal obligations and make such payment in damages (if any) as the University determines is appropriate, subject to the Society's right to seek compensation pursuant to the dispute provisions of this License Agreement set out in Section 20, provided that despite Section 20, the University agrees that the Society may, at its option, proceed directly to binding arbitration.

10. OTHER CONSTRUCTION AND LANDSCAPING

10.1 The Society shall not make any alterations or improvements to the Lands, including the construction and installation of Structures, without:

(a) the University's prior written approval (provided that where such alterations, improvements and Structures are contemplated in the approved Master Garden Plan, the University's approval shall not be unreasonably withheld) as to such alterations or improvements and as to any contractors undertaking such work; and

(b) all the necessary permits and approvals as required by Law.

10.2 The University agrees to accept the placement of a temporary structure as the Society's office as Gardens are developed and the funding for the Visitor Centre is pursued. The University will run utilities to the temporary building (at the Society's cost).

10.3 Subject to Section 10.1, the Society shall build out the landscape of the Licensed Area and propose new Structures (other than the Visitor Centre) to complete the Gardens in accordance with the Master Garden Plan, upon the Licensed Area in accordance with the Collaboration Agreement and the following:

(a) The Society shall pay the full cost of design and construction, and operating such landscaping and Structures; and

(b) In compliance with any conditions of approval under Section 10.1, and in accordance with the Collaboration Agreement:

(i) the Society will carry out all construction in a professional, diligent and workmanlike manner, engaging licensed professionals and contractors under formal, written agreements, and securing adequate insurance and WorkSafeBC clearances, to the University's satisfaction, acting reasonably; and

(ii) the Society will carry out the landscaping or construct the Structure in accordance with:

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A. the restrictions on land use and construction requirements and standards contained in any existing encumbrances registered on title to the Lands and the UNBC Development Controls;

B. the connection points for utility and other services, as specified by the University;

C. if applicable, building plans submitted in advance, to and approved by the University; and

D. all Laws.

(h) In respect of such construction projects, the Society shall be the "prime contractor" and shall comply with all "prime contractor" obligations set out in the *Workers Compensation Act* and *Occupational Health and Safety Regulation*, all as they may be amended or replaced from time to time or shall otherwise engage such professional contractor(s) who shall assume such responsibility.

10.4 Upon completion of construction, all Structures shall vest in the University as a fixture to the Lands provided that, for greater certainty, the Structures are thereafter licensed to the Society on the terms of this License Agreement.

11. UNIVERSITY RESPONSIBILITIES

11.1 The University shall provide water, gas, electricity, sanitary sewer and storm sewer services to the boundary of the Licensed Area, provided that the Society shall be responsible at the Society's sole cost and expense for connecting to such utilities and services and for all costs incurred from time to time for utilities consumed upon or services provide to the Licensed Area, whether such costs are payable to the University or to any third-party utility or service providers. In no event will the University be liable for, nor have any obligation with respect to, an interruption or failure in the supply of any such utilities or services to the Licensed Area, whether supplied by the University or others, but the University will take all reasonable steps to rectify any interruptions to such utilities or services.

11.2 If requested by the Society, and subject to the parties agreeing on terms for a fee-for-service agreement in respect of same, the University shall provide for the Society some or all of the following services:

- Facility repair and maintenance: electrical, HVAC, plumbing, telecommunications, structural;

- Parking lot management: security, snow clearing, line painting; and

- All water, irrigation, in-field drainage, and electrical services for the Licensed Area, including connection to the University's on-site metered water system and drainage, (provided if such services are provided, the Society will agree not to alter same without the prior written approval of the University.

In respect of any of the foregoing, the University shall determine whether the service shall be provided in-house or outsourced.

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12. EXPIRY AND TERMINATION

12.1 The University may terminate this License by written notice if any of the following events occur:

(a) The Society is in breach of this License Agreement, and fails to remedy such breach within 180 days after receiving written notice of such breach from the University (or such other period set out in the notice), the effective date of which termination will be 90 days after delivery of termination notice;

(b) The Society has not received in its accounts, or legally binding commitments for, sufficient funds to complete the construction of the Visitor Centre in accordance with the final Visitor Centre Design and Budget (as agreed upon by the Parties) by **September 30th, 2027**.

(c) The Society becomes bankrupt or insolvent, takes any proceedings under the *Bankruptcy and Insolvency Act*, as it may be amended or replaced from time to time, or commences any proceeding for winding-up;

(d) The Society permits any assignment, subletting or licensing of any portion of the Licensed Area without the University's prior written consent; or

(e) The Society or the Society's Personnel create or cause to create circumstances in which the wellbeing or safety of:

(i) the Society or the Society's Personnel;

(ii) the University or University Personnel;

(iii) other organizations, individuals or members of the public; or

(iv) the Lands, including but not limited to the Licensed Area or University buildings or property situated on the Lands;

are placed at imminent risk, as determined by the University in its sole discretion, provided that the University may take immediate action to secure the Lands, including but not limited to locking out the Society or the Society's Personnel from the Licensed Area.

12.2 Prior to the expiry of the Term or upon termination of this License Agreement, the Society shall, at its own expense:

(a) vacate the Licensed Area;

(b) if expressly requested by the University, remove any signage or Structures installed by the Society on the Licensed Area; and

(c) ensure the Licensed Area is in the same condition or improved relative to the condition it was in prior to the commencement of the Term, or to such other standard satisfactory to the University.

12.3 The parties acknowledge that the Phase 2, 3 and 4 Gardens and the Structures, including but not limited to the Visitor Centre, once constructed, become and shall remain a part of the fee simple interest in the Lands and therefore:

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(a) the Society shall not be entitled to any compensation for the value of the Structures (if any) or any other Losses resulting from the expiry of this License Agreement at the end of the Term (or renewal term, as the case may be); and

(b) upon early termination of this License Agreement pursuant to Section 12.1 only, the University shall pay the Society the depreciated value of the Structures, as determined by the generally accepted accounting standards applicable to the University, minus amounts claimed by the University as damages and other costs arising from the Society's breach of this License Agreement.

13. NATURE OF RELATIONSHIP

13.1 No landlord-tenant, agency, joint venture, association, partnership, or employer-employee relationship is created by this License Agreement or in any other way between the University and the Society or the Society's Personnel. No employees of the Society or other the Society's Personnel are employees of the University. Nothing in this License Agreement grants to the Society any legal interest in land.

13.2 The Society and the Society's Personnel shall not represent or hold itself out as a representative, partner, agent or employee of the University.

13.3 The parties shall not disclose or promote their relationship without the other's prior written approval, except as may be necessary for the Society to perform the Permitted Uses and identify the location of the Licensed Area.

13.4 The Society shall acknowledge and recognize the University as a supporter of the Society in all Communications related to the Permitted Uses and the Licensed Area.

13.5 Each party shall not use the other's intellectual property marks without the other's prior consent and then only in accordance with guidelines provided by the party.

14. ASSIGNMENT AND SUBLETTING

14.1 The Society shall not transfer or encumber any interest in this License Agreement or assign this License Agreement or sublicense the whole or any part of the Licensed Area or any part thereof or permit any other party to occupy any portion of the Licensed Area unless it shall have first requested and obtained the consent of the University thereto, which consent is in the University's sole discretion.

Any request for such consent shall be in writing and accompanied by a true copy of applicable offer to assume, sublicense or otherwise occupy the Licensed Area, and the Society shall furnish to the University all information available to the Society and requested by the University as to the responsibility, reputation, financial standing and business of the proposed assignee or sublicensee.

14.2 For certainty, Section 14.1 does not apply to agreements entered into by the Society with third parties for on-site events that are contemplated as part of the Permitted Uses. The Society acknowledges and agrees that, as between the University and the Society, the Society shall be responsible for Losses incurred by the University arising from the use of the Licence Area by such third parties.

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15. NAMING

15.1 The Society acknowledges that the University is subject to the naming policies of the Province of British Columbia, and therefore the naming of the Licensed Area or any part thereof (including any Structures and any particular garden areas) and the terms upon which any naming is bestowed, shall be contingent upon the applicable provincial government approvals.

15.2 The Society may, from time to time, propose to the university naming options for the Licensed Area and any parts thereof, including any Structures, together with all particulars of the naming transaction (if any). The University, in its sole discretion, may approve or reject any proposal, provided that any approval will be subject to the applicable provincial government approvals.

15.3 The Society shall not sell, transfer, assign or otherwise change the name of the Licensed Area or of any portion of the Licensed Area without the express and prior permission of the University under this Article.

16. LIENS AND ENCUMBRANCES

16.1 In connection with all labour performed in, or materials supplied for, the making, erection, installation or alteration of any work, installations or the Structures made on the Licensed Area in accordance with the terms of this License Agreement, other than the Visitor Centre (which shall be conducted by the University), the Society shall comply with the *Builders Lien Act*, as it may be amended or replaced from time to time, and other statutes from time to time applicable thereto, including any provision requiring or enabling the retention of holdbacks.

16.2 If and whenever any builders lien or other lien for work, labour, services or materials supplied to or for the Society of for the cost of which the Society may be in any way liable, or claims therefore arise or are filed or any such mortgage, security, lease or other encumbrance attaches to the title to the Lands, the Society shall, within thirty (30) days after receipt of notice thereof, procure the discharge thereof, including any certificate of pending litigation or other notation or charge registered in respect of any lien, by payment or giving security or in such other manner as may be required or permitted by Law. Provided however, that in the event of a *bona fide* dispute by the Society of the validity or correctness of any claim for any such lien, the Society will not be bound by the foregoing, but will be entitled to defend against the same in any proceedings brought in respect thereof after first paying into a court of competent jurisdiction the amount claimed or sufficient security therefore, and such costs as the court may direct or otherwise giving security sufficient to cause the lien claimant to provide a discharge.

17. WORKERS' COMPENSATION MATTERS

17.1 The Society shall comply with all applicable requirements of WorkSafeBC including, without limitation, any requirement to procure and carry or cause to be procured and carried, and pay for, at its own expense, full workers compensation coverage for itself, applicable Society Personnel and others engaged in the Permitted Uses, or upon the Licensed Area. The Society agrees that the University has the unfettered right to set off the amount of the unpaid premiums and assessments for such WorkSafeBC coverage against any monies owing by the University to the Society.

17.2 The Society confirms that it is, if required by law, registered and in good standing with WorkSafeBC and all assessments have been paid in full. If requested by the University, the Society shall provide the University with the Society's WorkSafeBC registration number and a clearance letter confirming same.

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18. INSURANCE

18.1 The Society must, without limiting the Society's obligations or liabilities and at the Society's own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Canada in forms and amounts acceptable to the University:

(a) Commercial General Liability in an amount not less than $5,000,000 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this agreement and this insurance must extend to volunteers of the Society and:

(i) include the University and the University Personnel as additional insureds;

(ii) be endorsed to provide the University with 30 days advance written notice of cancellation or material change, and

(iii) include a cross liability clause.

(b) Automobile liability insurance, in respect of each owned or leased vehicle if used directly or indirectly in the performance of this agreement, subject to limits of not less than $2,000,000 inclusive per occurrence.

(c) Directors' and Officers' Liability (including Employment Practices Liability) in an amount not less than $2,000,000 inclusive per claim.

(d) Broad Form "All-Risks" property insurance for any Society owned property and all University owned insurable Structures (other than the Visitor Centre) and property occupied or used by the Society.

All insurance described in this Section 18.1 must be primary; and not require the sharing of any loss by an insurer of the University. The Society must provide the University with satisfactory evidence of all required insurance in the form of a completed certificate of insurance.

During the Term, the Society shall ensure that any user groups of the Gardens obtain their own Commercial General Liability in an amount not less than $2,000,000 naming the University, and the University Personnel as additional insureds.

During the Term, the Society shall ensure that any permitted sublicensees or assignees, obtain coverage equivalent to that required from the Society under this agreement.

The Society must obtain, maintain and pay for any additional insurance which the Society is required by law to carry, or which the Society considers necessary to cover risks not otherwise covered by insurance specified in this Section 18.1 in the Society's sole discretion.

18.2 The Society, must ensure that all persons employed or contractors retained to perform work or services are:

(a) Qualified to perform such work or services;

(b) Carry insurance coverage equivalent to that required from the Society under this Agreement except where the Society deems additional insurance or limits are necessary; and

(c) Comply with all applicable occupational health and safety laws in relation to the performance of the Society's obligations under this Agreement, including the Workers Compensation Act in British Columbia;

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18.3 The University shall arrange "all risk" property insurance for the Visitor Centre with the Society named as insured, as their interest may appear.

18.4 The University and the Society will ensure that during construction of any proposed Structures (including the Visitor Centre), the party responsible for insurance shall require placement of coverage as would be required by a reasonable and prudent owner for the size and scope of project, with such insurance coverage to be agreed upon between the parties.

19. DAMAGE AND DESTRUCTION

19.1 **Termination**. The University and Society, by written notice to the other given within 120 days of the occurrence of the damage or destruction, each have a right to terminate this License Agreement:

(a) if the Licensed Area (including but not limited to the Structures) is damaged by any cause and the damage is such that the Licensed Area or a substantial part of it are rendered not reasonably capable of use by the Society and cannot be repaired or rebuilt with reasonable diligence within two years after the occurrence of the damage; or

(b) if:

(i) the Lands or facilities serving the Lands, such as roadways and other improvements that are to be used in connection with the operations of the Society, are damaged by any cause; and

(ii) such damage prevents access to the Lands or Licensed Area, or the supply of services essential to the Licensed Area, and

one or the other (or both) cannot be repaired or rebuilt with reasonable diligence within one year after the occurrence of the damage.

The foregoing provisions of subsection (b) notwithstanding, if access and services to the Licensed Area are damaged but the Licensed Area and the Structures are not themselves damaged, then the Society may affirm this License Agreement at any time within 120-days of the occurrence of the damage or destruction. The Society's affirmation shall have precedence over the University's right to cancel this License Agreement, whereupon neither the University nor the Society may terminate this License Agreement and the University and the Society shall cooperate to provide such access, egress and the supply of such services as may be reasonably necessary to permit the Society to use the Licensed Area.

19.2 **Reconstruction of the Visitor Centre**.

(a) If:

(i) the Visitor Centre is damaged such that it is not capable of being used by the Society for the Permitted Uses,

(ii) this License Agreement is not terminated pursuant to Section 19.1;

(iii) the damage was caused by a hazard against which the Society or the University was required to insure in accordance with the terms of this License Agreement;

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(iv) such insurance proceeds net of any deductibles would be sufficient for rebuilding the Visitor Centre, and

(v) all necessary access, egress and the supply of such services have been or shall be provided to the Lands and the Licensed Area as may be reasonably necessary to permit the Society to use the Licensed Area in accordance with the terms of this License Agreement,

then the University covenants to commence the reconstruction of the Visitor Centre at its sole cost, provided that the process of planning, designing, budgeting, establishing a construction schedule for, and reconstructing the Visitor Centre shall follow the same process as described in Article **Error! Reference source not found.** commencing no later than 60 days following receipt of confirmation regarding the receipt of insurance proceeds.

If the License Agreement is not terminated pursuant to Section 19.1 and the UNIVERSITY decides to reconstruct the Visitor Centre even though it is not required to do so pursuant to Section 19.2(a), then the UNIVERSITY shall give notice to the SOCIETY that it will reconstruct the Visitor Centre in accordance with the terms of Section 19.2(a), subject to any delays due to lack of access, egress, or supply of services to the Lands and the Licensed Area.

20. DISPUTE RESOLUTION

20.1 The parties to a dispute or claim arising out of, or in any way connected with or related to this License Agreement shall attempt to resolve the dispute in the following manner:

(a) The matter shall be referred for resolution initially to the University President (for the University) and Society President (for the Society) to attempt in good faith to negotiate a resolution.

(b) If, within fourteen (14) days after such meeting, or such further period agreed to by the parties in writing, the parties have not succeeded in negotiating a resolution, the parties agree to submit the dispute to mediation.

(c) The parties must jointly appoint a mutually acceptable mediator. If the Parties are unable to agree upon the appointment of a mediator within seven (7) days after the end of the negotiation period, the parties must apply to the Mediate BC Society which will, within seven (7) days of the application, appoint a mediator taking into account:

(i) the need for the mediator to be neutral and independent,

(ii) the qualifications of the mediator,

(iii) the mediator's fees,

(iv) the mediator's availability, and

(v) any other consideration likely to result in the selection of an impartial, competent and effective mediator.

(d) The parties agree to participate in good faith in a mediation session which must occur within thirty (30) days after the appointment of the mediator, or such further period agreed to by

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the Parties in writing. The Parties agree that the mediation will be conducted in accordance with the Mediate BC Society.

(e) If, within fourteen (14) days after the mediation session, or such further period agreed to by the parties in writing, the parties have not succeeded in negotiating a resolution, the dispute shall be referred to and finally resolved by arbitration administered by the Vancouver International Arbitration Centre, pursuant to its Domestic Arbitration Rules. The place of arbitration shall be Prince George, British Columbia Canada and the language of the mediation or arbitration shall be English.

20.2 The parties agree to share equally the costs of the mediation and arbitration, which costs will not include costs incurred by any party for representation by counsel.

21. ENVIRONMENTAL COVENANTS

21.1 For the purposes of this Article:

(a) "**Contaminant**" means any substance, including without limitation urea formaldehyde, hydrocarbons, lead, polychlorinated biphenyls ("**PCB**"), asbestos, vermiculite, Mould, pollutants, contaminants, deleterious substances, dangerous substances or goods, hazardous, corrosive or toxic substances, hazardous wastes, wastes (including wood waste), Pesticides, defoliants, and any material, including without limitation radioactive materials, asbestos-containing materials, PCB-containing equipment or materials, underground or above-ground tanks, and any other solid, liquid, gas, vapour, odour, heat, radiation, or a combination of any of them, the storage, manufacture, disposal, handling, treatment, generation, use, transport, remediation or Release into, or presence in, the Environment of which is now or hereinafter prohibited, controlled or regulated under Environmental Laws and, without limiting the generality of the foregoing, includes "waste" as defined in the *Environmental Management Act*, S.B.C. 2003, c. 53 as it may be amended or replaced from time to time, toxic substances as managed under the *Canadian Environmental Protection Act*, 1999, S.C. 1999, c. 33, as it may be amended or replaced from time to time, "dangerous goods" as defined in the *Transportation of Dangerous Goods Act*, 1992, S.C. 1992, c. 34, as it may be amended or replaced from time to time, any substance that does not conform to the British Columbia Water Quality Guidelines for the Protection of Aquatic Life and/or the Canadian Council of Ministers of the Environment - Canadian Water Quality Guidelines for the Protection of Aquatic Life, and any herbicides, insecticides, chemical fertilizers, animal poisons and/or non-organic materials, including treated wood.

(b) "**Environment**" means land (including soil, sediment deposited on land, fill and land submerged under water, buildings, improvements and Structure), air (including all layers of the atmosphere), and water (including oceans, lakes, rivers, streams, ground water, and surface water).

(c) "**Environmental Laws**" mean all Laws, statutes, regulations, rules, bylaws, orders, directives, standards, guidelines, and other lawful requirements of any government body including the *Environmental Management Act*, S.B.C. 2003 and its regulations, all as they may be amended or replaced from time to time, and all principles of common law and equity concerning the quality of the Environment, that apply to the Lands and its surrounding Environment.

(d) "**Mould**" means any microbial organization, mould or fungal growth classified under the *Human Pathogens and Toxins Act*, S.C. 2009, c. 24 as it may be amended or replaced from

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time to time, as a Risk Group 2, 3 or 4 human pathogen that is present in such a quantity as may reasonably be expected to cause adverse health effects on human occupants.

(e) "**Pesticides**" means any chemical, biological control or other material that is represented, sold, used or intended to be used to prevent, destroy, repel or mitigate a pest, including:

(i) a plant growth regulator, plant defoliator or plant desiccant;

(ii) a pest control product as defined in the *Pest Control Products Act*, S.C. 2002, c. 28, as it may be amended or replaced from time to time; and

(iii) a substance that is classified as pesticide by the Integrated *Pest Management Act*, as it may be amended or replaced from time to time.

(f) "**Release**" means release, spill, leak, pump, pour, emit, empty, discharge, inject, migrate, escape, leach, dispose, pump, inject, dump, deposit, spray, bury, abandon, incinerate, seep, place, or any other similar action.

21.2 The Society shall, and shall ensure that the Society's Personnel shall, except in compliance with Environmental Laws, not use, Release, dump, spill, discharge or place, or allow to be used, Released, dumped, spilled, discharged or placed on, in, below or above the Lands or any part thereof, including any storm sewer, ditch, watercourse, soil, road or adjacent or other lands, any waste, or Contaminants.

21.3 The Society shall indemnify, defend and save harmless the University and University Personnel, from all Losses which the University or University Personnel may suffer or incur as a result of any claims, demands, costs, actions, causes of actions, or judgments, including legal fees, asserted against or incurred by the University or University Personnel arising out of, during, as a result of or in connection with, subject to Section 21.4 of this License Agreement, any Contaminants brought onto the Licensed Area or the Lands during the Term, by the Society or any the Society's Personnel or arising from or out of directly or indirectly, any Release of Contaminants under, on or over the Licensed Area or the Lands as a result of the exercise by the Society of its rights under this License Agreement except to the extent that the Loss is caused by the negligent acts or omissions or wilful misconduct of the University or University Personnel.

21.4 For certainty, the Society will not be responsible or liable for:

(a) Contaminants Released on or from the Licensed Area or the Land by parties other than the Society or any the Society's Personnel; or

(b) Any Contaminants that are or was present, existing, occurring or originating on or from the Licensed Area or the Land prior to the Society's occupation of the Licensed Area or the Land.

22. WARRANTIES, INDEMNITY AND RELEASE

22.1 The Society acknowledges and affirms that the University has made no representations or warranties as to the state of repair of the Licensed Area, the safety of the Licensed Area, the location of any utilities or municipal works thereon, the stability or state of the soil thereon, or the suitability of the Licensed Area for any construction, development, business, activity or purpose whatsoever. The Society accepts the Licensed Area "as is".

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22.2 The Society shall indemnify, defend and save harmless the University and University Personnel, from all Losses, liability or damage which the University or University Personnel may suffer or incur as a result of any claims, demands, costs, actions, causes of actions, or judgments, including legal fees, asserted against or incurred by the University or University Personnel arising out of, during, as a result of or in connection with the following:

(a) the exercise by the Society of its rights under this License Agreement;

(b) any breach of any covenant or agreement on the part of the Society and/or the Society's Personnel contained in this License Agreement;

(c) any personal injury, bodily injury (including death) or property damage occurring or happening on the arising out of or related to due to or arising out of the Permitted Uses, or any use of the Licensed Area by the Society or the Society's Personnel pursuant to this License Agreement (including claims under the *Occupier's Liability Act*, as it may be amended or replaced from time to time); and

except to the extent that the Loss is caused by the negligent acts or omissions or wilful misconduct of the University or University Personnel. Notwithstanding the foregoing, nothing in this Section 22.1 will require the Society to indemnify and save harmless and reimburse the University or University Personnel from and against any Losses they may pay, incur, sustain or be put to by reason of any personal injury, bodily injury or damage to the Lands (including the Licensed Area) by members of the public or other licensees permitted by the University to be upon, in and over the Lands.

22.3 The Society hereby fully releases and discharges the University and University Personnel from any and all Losses caused by or resulting from any of the perils or injury against which the Society has covenanted in this License Agreement to insure, even if the Society has failed to so insure, except to the extent that such Losses arise out of the negligent acts or omissions or willful misconduct of the University or any University Personnel, and provided that this release and discharge shall not apply in respect of any Losses incurred directly or indirectly by the Society in excess of the amount of insurance to be maintained by the Society and in effect immediately prior to the event (or first event, as applicable) giving rise to such Loss.

23. FORCE MAJEURE

23.1 Notwithstanding anything in this License Agreement to the contrary, neither party will be deemed to be in default in respect of the performance of any of the terms, covenants, and conditions of this License Agreement, other than a term requiring the payment of any sum, if any failure or delay in such performance is due to any cause beyond the control of such party and occurring without that party's fault or negligence (collectively, an "**Event of Force Majeure**"), including any strike, lockout or labour or civil unrest, war-like operation, invasion, rebellion, hostilities, military or usurped power, sabotage, acts of terrorism, mass-casualty event, outbreak of virulent disease or other public health emergency, governmental regulations or controls, serious weather event that disrupts services to the University campus (including road access, and utilities such as water, electricity and telecommunications), earthquake, Acts of God, and computer attacks or other malicious acts, such as attacks on or through the Internet, any Internet service, telecommunications provider or hosting facility but excluding a lack of funds or other financial reasons.

For greater certainty, the settlement of labour disputes or disturbances in which a party is involved is entirely within the discretion of that party, which party may make settlement of it at the time and

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on terms and conditions as it may deem to be advisable in its sole discretion, and no delay in making any such settlement will deprive the party of the benefit of this Article 23

23.2 **Suspension**. Subject to the other provisions of this Article 23, if by reason of an Event of Force Majeure either party is unable or fails to perform in whole or in part any of its obligations or covenants set forth in this License Agreement, except an obligation or covenant to pay, such inability or failure will be deemed not to be a breach of such obligation or covenant and the obligations of both parties will be suspended to the extent necessary during the continuation of any inability or failure so caused by such Event of Force Majeure.

23.3 **Exceptions**. Neither party will be entitled to the benefit of this Article 23 unless,

(a) as soon as possible after the party's determination that the Event of Force Majeure would affect the claiming party's ability to observe or perform any of its covenants or obligations under this Agreement, the claiming party gives to the other party notice to the effect that the claiming party is unable by reason of an Event of Force Majeure to perform the particular covenants or obligations;

(b) the inability or failure to perform is not caused by the negligence or contributory negligence of the claiming party; and

(c) the claiming party has diligently attempted to remedy the condition and/or to resume the performance of such covenants and obligations with reasonable dispatch.

23.4 **Resumption of Obligations**. As soon as possible after the Event of Force Majeure is remedied or discontinued, the claiming party will give notice to the other party of such remedy, and that such party has resumed, or is then in a position to resume, the performance of its suspended covenants and obligations hereunder either in whole or in part.

23.5 **No Exemption for Payments**. No Event of Force Majeure will in any event relieve or release either party from its obligations to make payments to the other party under this License Agreement.

24. NOTICE

24.1 All notices under this License Agreement shall be in writing and shall be deemed to have been given upon:

(a) delivery by hand;

(b) the third business day after being sent by regular mail;

(c) the next business day after sending via nationally recognized overnight courier with written confirmation of receipt; or

(d) the next business day after sending by electronic mail (email).

24.2 Notices to the University are to be sent to the following address:

University of Northern British Columbia
3333 University Way
Prince George, BC V2N 4Z9
Attn: Director, Facilities and Capital Planning
E-mail: david.claus@unbc.ca

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24.3 Notices to the Society are to be sent to the following address:

David Douglas Botanical Garden Society
PO Box 1305
Prince George, BC V2L 4V3
Attn: President
E-mail: president@ddbotgarden.bc.ca

24.4 Each party may modify the recipient of notices by providing notice pursuant to this Section.

24.5 In the event that the notice relates to material breach or dispute resolution relating to this Agreement:

(a) the notice must be in writing and provided by personal delivery or by nationally recognized overnight courier with written confirmation of receipt;

(b) if the notice is being sent to the University, the notice must be sent to the person(s) listed above, with a copy to:

Mgr, Contracts & Supply Chain
purchasing@unbc.ca

the notice must clearly and prominently state that the notice relates to material breach or dispute resolution relating to this Agreement.

25. GENERAL

25.1 The Society acknowledges that the Society has been advised by the University to seek independent legal advice before executing this License Agreement.

25.2 Each party hereto shall execute and deliver all such further assurances, documents and instruments and do all such further acts and things as may be reasonably required to carry out the full intent and meaning of this License Agreement.

25.3 Nothing implied herein shall prejudice or affect the University's rights and powers in the exercise of its functions pursuant to the *University Act*, as it may be amended or replaced from time to time.

25.4 This License Agreement constitutes the entire agreement of the parties with respect to the Licensed Area and no representations, warranties or conditions have been made other than those expressed or implied herein. The parties acknowledge the Collaboration Agreement shall continue to remain in force by its own terms, and the parties' collaborations may involve the use of the Licensed Area. The parties also acknowledge that they may be or become parties to other agreements for other subject matters, and such other agreements do not and will not affect the interpretation of this License Agreement unless expressly agreed otherwise. Upon the execution and delivery of this License Agreement, the Offer to License shall cease and determine and be of no further force or effect.

25.5 This License Agreement will enure to the benefit of and be binding upon the parties and their respective, successors, and permitted assigns.

25.6 No modification or amendment of any provision of this License Agreement will be inferred from anything done or omitted by any of the parties except by an express agreement in writing duly executed and delivered by each of the parties.

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25.7 If any provision of this License Agreement or any part thereof is determined to be invalid for any reason it will be severable and severed from this License Agreement and the remainder of this License Agreement will be construed as if such invalid provision or part had been deleted from this License Agreement.

25.8 No waiver on behalf of any party of any breach of any of the covenants, conditions and provisions contained in this License Agreement will be effective or binding upon such party unless the same will be expressed in writing and any waiver so expressed will not limit or affect such parties' rights with respect to any other or future breach.

25.9 The remedies provided to the University herein are cumulative and are in addition to any remedies to the University available at law or in equity including injunctive relief. No remedy shall be exclusive and the University may have recourse to any or all remedies simultaneously or at various times.

25.10 Time shall be of the essence of this License Agreement and no extension or variation of this License Agreement will operate as a waiver of this provision.

25.11 This License Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of British Columbia.

25.12 If on the expiration of this License Agreement, the Society continues to pay the License Fee and the University accepts the License Fee from the Society, the new license created shall be deemed to be month to month. The monthly License Fee for the month-to-month tenancy payable by the Society to the Licensor shall be 1/12th of the License Fee. In such event of holdover, the University and the Society may terminate this License Agreement on one months' written notice to the other.

25.13 The headings contained in this License Agreement are for ease of reference only and are not intended to bind the parties in any way.

25.14 This License Agreement may be executed by the parties in counterparts and transmitted by electronic means, and if so executed and transmitted this License Agreement will be for all purposes as effective as if the parties had delivered an executed original License Agreement.

IN WITNESS WHEREOF the parties hereto have executed this License Agreement as of the day and year first above written.

The University of Northern British Columbia by)
its duly authorized signatories:)
)
)
)
_____)
Authorized Signatory)
)
_____)
Authorized Signatory)

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The David Douglas Botanical Society by its duly authorized signatories:	)
	)
	)
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_____	)
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Schedule A **- LICENSED AREA**

INSERT Plan showing entire area

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Schedule B **- UNBC DEVELOPMENT CONTROLS**

UNBC Destination 2040 Campus Master Plan 2018 - dated March 2019

- See attached

UNBC Building Specifications

- See attached

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Schedule C – **JOINT DEVELOPMENT COMMITTEE TERMS OF REFERENCE**

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Schedule D – **PRELIMINARY BUSINESS CASE**

Botanical Garden
Business Case with S

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Schedule E **- VISITOR CENTRE CONCEPTUAL DESIGN AND BUDGET**

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Schedule F- **COLLABORATION AGREEMENT (CON15-2156)**

CON15-2156 David Douglas Botanical G

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Schedule G- **SOCIETY DRAFT OPERATING BUDGET**

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UNIVERSITY OF NORTHERN BRITISH COLUMBIA

BOARD OF GOVERNORS – PUBLIC SESSION

Meeting Date:	March 30, 2023
Agenda Item:	6.ii. Governance and Human Resources Committee Report – C. Wishart
Material:	1. Governance and Human Resources Committee Quarterly Public Written Report 2. Governance Action Items Update – March 2023

UNBC UNIVERSITY OF NORTHERN BRITISH COLUMBIA

Governance and Human Resources Committee
Report to the UNBC Board of Governors

Submitted by: Catherine Wishart
Date(s) of meetings since last report: January 17, January 26, March 16, and e-vote March 23 2023

Topics reviewed and recommendations made:

1. **Governance**
   - Reviewed the following policy drafts and forwarded for consultation as appropriate:
     - Delegation of Board Appointment Authority
     - Appeals to the Board
     - President Reviews and Reappointment
     - Employment Equity
     - Intentional Diversity Hire
     - Academic Vice-Presidents and Other Senior Academic Administrators Selection and Review Procedures
     - Exempt Handbook
   - Reviewed related policy and/or procedure repeals.
   - Reviewed Board agendas.
   - Recommendations to the board.
   - Reviewed the status of the UNBC Pension Plan reporting to the Board.
   - Reviewed the Board chair and vice chair nomination and election process for 2023, from the Board Rules.
   - Recommendations to the Board:
     - Employment Equity Policy
     - Intentional Diversity Hire Policy
     - Academic Vice-Presidents and Other Senior Academic Administrators Selection and Review Procedures (pending feedback from Senate)
     - Exempt Handbook

2. **Human Resources**
   - Reviewed new faculty appointments and recommendations for promotion and tenure.
   - Reviewed proposed UNBC – CUPE 2278 collective agreement and exempt compensation.
   - Continued discussion on Indigenous identity in the post-secondary sector.
   - Recommendations to the Board:
     - For new faculty appointments.
     - For promotion and tenure.
     - Approval of the terms of the collective agreement reached with CUPE 2278, effective July 1, 2022 to June 30, 2025
     - Approval of government-funded increases for exempt and excluded staff

UNBC UNIVERSITY OF NORTHERN BRITISH COLUMBIA

Governance Action Items Update
March 2023

Action Item	Current Status
1. Complete new Strategic Plan and Vision	Underway with excellent community response and engagement. Expect completion by early summer.
2. A Board orientation and development site be developed to include materials readily available to BOG members. In particular, information on fiduciary responsibility and the university bi-cameral system will be included. As per the 2020 Lewis report, a statement of the duties and responsibilities of BOG members inside and outside the boardroom and including examples of actual and apparent conflicts of interest.	Continuing. Initiated with transfer of existing materials to Teams site. BOG sessions on bi-cameral governance, university finances, academic matters, and student enrolment recorded in fall/winter 2023 for on-going use. Board members are invited to the April 16, 2023 provincial Post-Secondary Board Governance Workshops, hosted by the Ministry of Post-Secondary Education and Future Skills.
3. In consultation the Board, the President determines how individual Board Members can advance the University's vision, mission, and reputation within the communities the University serves, and works with the Members to implement strategies.	Not begun. Will likely connect to the University Advancement Advisory Board work.
4. Each September the Board holds an in-depth engagement session on its priorities and accountability mechanisms, the University's financial situation, the internal and externals risk landscape, and other topics essential for informed decision making on matters expected to come to the Board in the governance year.	Complete. Held October 12 with discussions about the northern economic situation, national and global post-secondary trends, northern Indigenous issues, and northern social development issues.
5. The Board sets annual goals for the President against which presidential progress is measured.	Complete for 2022-23 academic year; set in June 2022.
6. Specific Board-related policies be reviewed, revised, or developed as necessary, including: Procedures for Presidential Review; the President Search Procedures; Search Committees for Academic Vice-Presidents and other Senior Academic Administrators Procedures; Appointment of Senior Academic and Administrative Officers of the University, and of Faculty Policy; standard policy for inclusive search processes for administrators; whistle blower or safe disclosure policy; delegation of Board	Underway. Policy schedule for 2022-23 has been developed. Three first drafts (presidential review, appeals to Board, Board appointment) went to Governance & Human Resources Committee in January 2023 and are in the consultation stage. Policies on hiring equity, intentional diversity hiring, and procedures for academic vice-presidents and other senior academic administrators selection and review went to Governance & Human Resources Committee in March 2023, along with the updated exempt

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authority; Administrator employment standards; policy on appeals to the Board of Governors; policy on the acceptance of gifts.	handbook. The two policies and the exempt handbook are on the Board's March meeting agenda. The academic selection and review procedures are going to the Senate in March and may come to the Board for the March 30 meeting. An initial draft of a Board appointment policy (delegation) has been completed by the University Governance Office.
7. The Audit and Risk Committee develops a process for annual evaluation of the function and functioning of the Board and its committees.	Underway. Committee reviewed the process and survey questions on March 17, with the pilot anticipated to run in May and June 2023.
8. Re-instate the Advisory Committee on Advancement, with a northern focus and an updated mandate.	Underway. Terms of reference approved at January 2023 Board of Governors meeting. Expect to have recommended membership presented to the Board at the May 2023 Board of Governors meeting.
9. Advance the UNBC Land Trust structure and governance model.	Underway. Work continues between administration and the Land Development Corporation.

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UNIVERSITY OF NORTHERN BRITISH COLUMBIA

BOARD OF GOVERNORS – PUBLIC SESSION

Meeting Date:	March 30, 2023
Agenda Item:	6.ii.a. Hiring Equity Policy – W. Rodgers
Motion:	*That, on the recommendation of the Governance and Human Resources Committee, the Board of Governors approves the Hiring Equity Policy, as presented.*
Material:	1. Draft Hiring Equity Policy

UNBC UNIVERSITY OF NORTHERN BRITISH COLUMBIA

Policy

HIRING EQUITY POLICY	**Number:** HR 1 **Classification:** Human Resources **Approving Authority:** Board of Governors **Designated Executive Officer:** President **Effective Date:** **Supersedes:** N/A **Date of Last Review/Revision:** **Mandated Review Date:**

Associated Procedures: [Insert the number and title of the policy's corresponding procedures].

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1.0 BACKGROUND

The University of Northern British Columbia (UNBC) is committed to equity in employment and equally committed to appointing the best-qualified candidates for all positions. UNBC strives to achieve an equitable, diverse, and inclusive community of senior administrators and employees. The University seeks to be a leader in equity, diversity, and inclusion in recruitment and selection.

By adopting current EDI principles and practices into its search process, the University hopes to achieve diversity in the workplace. Doing so will contribute to the University's mission, achieve equality in the workplace, correct employment disadvantages experienced by equity deserving groups and persons historically underrepresented at the University, and advance excellence, innovation, creativity and engagement with stakeholders and communities.

Employment equity is a collective responsibility that fosters inclusion and diversity by building and maintaining a diverse workforce, which enriches the teaching, learning, and research environment of the University.

The University actively encourages the recruitment of equity deserving groups and persons historically under-represented at the University, including women, Indigenous persons, members of visible minority groups, persons with disabilities, and persons who identify with under-represented sexual orientations, gender identity, or expression, and the intersectionality of such characteristics. Achieving the University's goals of an equitable, diverse, inclusive, and highly qualified workforce requires the conscious adoption of principles and practices in its recruitment processes, including its processes related to the composition of selection and review committees. These principles and practices are designed to ensure that access to the University's employment opportunities are equitable and inclusive by removing employment-related barriers, particularly those based on protected grounds. This requires periodic assessment of demographic, intellectual, and other aspects of diversity when contemplating a search. Committees must consider any diversity-related issues that exist with respect to the relevant employee group and must consider what steps it may reasonably take to address those issues.

Accountability for these considerations and subsequent steps lies first with the committee and its chair. It is the responsibility of the entire University Community to apply principles of equity, diversity, and inclusion with respect to employment.

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2.0 PURPOSE

The purpose of the policy is to ensure contemporary Inclusive Excellence in the conduct of all selection processes at UNBC.

3.0 PRINCIPLES

Recruitment Principles:

- Equity
- Diversity
- Inclusion
- Fairness
- Clear job requirements
- Qualifications clearly linked to successful performance

4.0 SCOPE

4.1 This policy applies to

4.1.1 all employment systems and practices;

4.1.2 all UNBC employees and all selection processes; and

4.1.3 all hiring, retention, promotion, leadership and training processes at the University.

4.2 This policy does not modify or supersede the terms of any collective agreement binding upon the University. This policy shall be read and interpreted in harmony with the terms of any such collective agreement.

5.0 DEFINITIONS

5.1 **Diversity:** Differences in the lived experiences and perspectives of people that may include race, ethnicity, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical disability, mental disability, sex, gender identity or expression, sexual orientation, age, class, and/or socio-economic situations.

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5.2 **Hiring Equity:** the use of hiring policies that encourage fair representation of equity deserving groups by elimination of barriers in the workplace that may prevent the full participation of all employees and applicants.

5.3 **Equity**: A fair, impartial, even-handed, and distinct process of recognizing differences within groups of individuals, and using this understanding to achieve substantive equality in all aspects of a person's life. Please see the Government of Canada's Building a Foundation for Change: Canada's Anti-Racism Strategy for other words that matter when it comes to promoting inclusion and eliminating discrimination.

5.2 **Equity Deserving Groups**: People who experience significant barriers in participating in society and workplace. This could include environmental barriers based on ethnicity, disability, gender, race, sexual orientation and transgender status, etc.

5.3 **Inclusion**: Inclusion is an active, intentional, and continuous process to address inequities in power and privilege, and build a respectful and diverse community that ensures welcoming spaces and opportunities to flourish for all.

5.4 **Intersectionality:** Acknowledges the ways in which people's lives are shaped by their multiple and overlapping identities and social locations, which, together, can produce a unique and distinct experience for that individual or group (E.g. creating additional barriers or advantages or discrimination). People have a tendency to look at these dimensions separately when in fact we all have many aspects of ourselves that often result in a complex mix of privilege and disadvantage.

6.0 POLICY

6.1 General Principles

6.1.1 Each recruitment provides an opportunity for the University to move towards a more equitable, diverse, and inclusive community of highly qualified employees.

6.1.2 Each committee reviews current EDI best practices to be provided by the Committee Chair.

6.1.3 EDI training is expected annually for committee and prospective members - each committee member will report on other training completed.

6.1.4 The chair or committee may request additional information or training for the committee at the outset of their process at their discretion with advice from the AVP EDI

6.1.5 Job postings must describe the required qualifications in an objective, equitable, and inclusive way, relating the preparation of the individual to the goals of the position. Job postings must be developed for each hire ensuring that competencies and qualifications are relevant to the position and do not pose unnecessary barriers to application.

6.1.6 Equity, diversity, and inclusion considerations should be factored into the choice of selection committee members as well as long- and short-listed candidates.

6.1.7 Each selection process reviews the needs of the unit with respect to the core activities and relevant skills and competencies required.

6.1.8 Each unit head reviews the existing staffing complement with respect to diversity to identify gaps, particularly in the four federally protected groups: women, visible minorities, Indigenous persons, persons with disabilities;

6.1.9 The selection process should be considerate of best practices in inclusivity, and look for and eliminate barriers to participation by candidates as well as committee members, including access to materials, appropriate timelines, inclusive scheduling, and physical accessibility.

6.1.10 Recruitment and assessment processes must be structured to promote equitable assessment of all candidates. They should reflect the commitment to removing employment-related barriers, especially to those historically under-represented in the University. The assessment of candidates must adhere to the requirements set out in the job description.

6.1.11 Where candidates are determined to be similarly qualified for a position, the final hiring decision should favour the selection of person(s) historically under-represented in the University, especially in the discipline, field, or employment category. This must be done in consideration of the provisions of the collective agreement(s).

6.1.12 Senior Administrators are responsible for ensuring that recruitment and decision-making processes within their areas of accountability are equitable, and appropriately documented, and communicated.

6.2 Candidature

6.2.1 All eligible and qualified individuals may apply for an employment position at the University, including employees, alumni, and students. The University actively encourages persons historically under-represented to apply and seeks means of reaching out to such persons.

6.2.2 Foreign nationals may apply for employment positions. The appointment of a foreign national to a position is subject to applicable federal and provincial laws and legislation.

6.2.3 The employment of children is subject to applicable provincial laws and legislation.

6.2.4 The University's Conflict of Interest and Conflict of Commitment Policies apply to the recruitment, selection, and employment of persons in the University. Family members or those in other close personal relationships may apply, and receive full consideration, for employment but the related individual may not be included in the recruitment process or hiring decision.

7.0 REPORTING

7.1 Each committee shall document and report to the director, dean, Vice-President, President or Board of Governors (as might be appropriate), to the extent it is able based on available data, the steps taken to ensure a diverse pool of candidates up to the finally selected candidate

7.2 Each committee shall report to the director, dean, Vice-President, President, or Board of Governors (as might be appropriate) key EDI characteristics of the candidate pool at all stages of the process where data is available.

8.0 AUTHORITIES AND OFFICERS

The authorities and officers for this policy are as follows:

Approving Authority: Board of Governors
Designated Executive Officer: President
Procedural Authority: President
Procedural Officer: President

9.0 RELEVANT LEGISLATION

9.1 BC Government's Diversity and Inclusion Strategy for the BC Public Service

9.2 *BC Human Rights Code*

9.3 British Columbia Human Rights Tribunal

9.4 Work BC Workplace Rights

10.0 RELATED POLICIES AND OTHER ASSOCIATED DOCUMENTS

10.1 Intentional Diversity Hiring Policy

10.2 Selection and Review of Academic Vice-Presidents and Senior Academic Administrators Procedures

10.3 Selection Procedures for Associate Vice-President Medicine at UNBC and Assistant Dean of Medicine at UBC

10.4 Selection Procedures for the Search Committee for the President and Vice-Chancellor

10.5 Selection Procedures for the Vice-President Administration and Finance

10.6 Selection Procedures for Vice-President External Relations

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UNIVERSITY OF NORTHERN BRITISH COLUMBIA

BOARD OF GOVERNORS – PUBLIC SESSION

Meeting Date:	March 30, 2023
Agenda Item:	6.ii.b. Intentional Diversity Hire Policy – W. Rodgers
Motion:	*That, on the recommendation of the Governance and Human Resources Committee, the Board of Governors approves the Intentional Diversity Hire Policy, as presented.*
Material:	1. Draft Intentional Diversity Hire Policy

UNBC UNIVERSITY OF NORTHERN BRITISH COLUMBIA

Policy

Intentional Diversity Hire Policy	**Number:** HR 2 **Classification:** Human Resources **Approving Authority:** Board of Governors **Designated Executive Officer:** President **Effective Date:** **Supersedes:** **Date of Last Review/Revision:** February 2023 **Mandated Review Date:** February 2030

Associated Procedures: [Insert the number and title of the policy's corresponding procedures].

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1.0 BACKGROUND

The University of Northern British Columbia (UNBC) is committed to matters of employment equity in the hiring, promotion and retention of individuals whose identities have been historically underrepresented and underserved. In order to address the historic and contemporary inequity that certain identities face, the University may conduct intentional searches to enhance employment equity, in accordance with current BC labour laws, the BC Human Rights legislation, and all applicable collective agreements.

2.0 PURPOSE

2.1 The purpose of this policy is to provide for the use of Intentional Diversity Hiring practices to foster equity and diversity. Intentional Diversity Hiring practices assist the university to achieve diverse and equitable representation in the workplace, and to recruit employees whose identities enrich the ways in which we accomplish the academic mission and serve our community.

2.2 The objective of employment equity is a workplace in which historically underrepresented and underserved members of the community are fairly represented throughout UNBC's workforce.

3.0 PRINCIPLES

3.1 UNBC continues to hire the best-qualified candidates and make employment decisions based on job performance criteria, such as skills, knowledge, and abilities. By seeking out candidates who have been or continue to be traditionally marginalized on the basis of identity, UNBC ensures candidates bring forward the value of personal lived experience to their positions as well as meeting the level of excellence noted above. This enhances the University's ability to deliver the best services to its community.

3.2 Employment equity requires that UNBC minimizes barriers and addresses all forms of discrimination. In this way, the pool of excellent candidates increases substantially.

4.0 SCOPE

This policy applies to any hiring of faculty, staff, exempt employees, and administrators.

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5.0 DEFINITIONS

5.1 **Designated Group** refers to women, Indigenous peoples, persons with disabilities, and members of visible minorities as set out in the *Canadian Employment Equity Act*. Designated group" refers to the definition outlined in the *Canadian Employment Act* (women, Indigenous persons, persons with disabilities, and members of 'visible minorities'). This includes, but is not limited to, individuals with disabilities; Indigenous people, Black people and people of colour ("IBPOC"); and members of the 2SLGBTQ+ community.

5.2 **Intentional Diversity Hiring** means a job competition that is intentional in hiring to one or more of the designated groups, in accordance with the *BC Human Rights Code*. This means:

5.2.1 applications from members of the designated group(s) are considered first;

5.2.2 only qualified applicants from the designated group(s) are short-listed and assessed for the vacancy; and

5.2.3 if no applicants from the designated groups are successful after the assessment process, applicants who are not members of the designated group(s) may be short-listed and assessed in accordance with regular selection processes.

5.3 **Under-Represented Group** means individuals or groups with insufficient or inadequate representation in various aspects of university life, often determined when compared to their proportional composition in Canadian society, but in the university setting, other considerations may also override strictly proportional representation. Human Resources and the Office of Equity Affairs are accountable if an intentional diversity hire to help improve under-representation is in question or challenged.

6.0 POLICY

6.1 Intentional Diversity Hiring may be used when one or more of the following situations exist:

6.1.1 when a designated group is under-represented in the relevant unit, occupation, or program;

6.1.2 where a new or existing program has not yet received the required, special expertise or knowledge of members of a designated group;

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6.1.3 where the University has committed to external funding programs that reflect specific matters of equity and diversity in programming and/or staffing practice;

6.1.4 where it is desirable to hire designated group members to better reflect and affirm the identities of students, faculty, and staff.

6.2 In order to achieve the University's equity and diversity goals, President or Vice-President approval for any position may be contingent on Intentional Diversity Hiring being conducted.

6.3 Consultation by the selection committee chair with the appropriate union (when applicable), Human Resources and the Office of Equity Affairs must occur prior to posting a preferential hire or before applying to the BC Office of the Human Rights Commissioner for any Intentional Diversity Hiring special programs.

7.0 REPORTING

7.1 UNBC must submit a report on all Intentional Diversity Hiring to the BC Office of the Human Rights Commissioner.

7.2 The responsible Dean or Director must develop a report on all Intentional Diversity Hiring and submit it to Human Resources.

7.3 Human Resources and the Office of Equity Affairs is responsible for submitting the report to the BC Office of the Human Rights Commissioner on behalf of UNBC.

8.0 AUTHORITIES AND OFFICERS

[Required] The authorities and officers for this policy are as follows:
Approving Authority: Board of Governors
Designated Executive Officer: President
Procedural Authority: President
Procedural Officer: Associate Vice-President, Equity, Diversity and Inclusion

9.0 RELEVANT LEGISLATION

9.1 *Canadian Employment Equity Act*
9.2 *BC Human Rights Code*

10.0 RELATED POLICIES AND OTHER ASSOCIATED DOCUMENTS

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UNIVERSITY OF NORTHERN BRITISH COLUMBIA

BOARD OF GOVERNORS – PUBLIC SESSION

Meeting Date:	March 30, 2023
Agenda Item:	6.ii.c. Academic Vice-Presidents and Other Senior Academic Administrators Selection and Review Procedures – W. Rodgers
Motion:	*That, on the recommendation of the Governance and Human Resources Committee, the Board of Governors approves the Academic Vice-Presidents and Other Senior Academic Administrators Selection and Review Procedures, as presented.*
Material:	1. Draft Academic Vice-Presidents and Other Senior Academic Administrators Selection and Review Procedures

UNBC UNIVERSITY OF NORTHERN BRITISH COLUMBIA

Procedures

SELECTION AND REVIEW OF VICE-PRESIDENTS AND SENIOR ACADEMIC ADMINISTRATORS PROCEDURES	**Number:** GV 3.1 **Classification:** Governance **Procedural Authority:** Board of Governors and Senate **Procedural Officer:** President **Effective Date:** **Supersedes:** Search Committees for Academic Vice-Presidents and other Senior Academic Administrators - 2019 **Date of Last Review/Revision:** February 2023 **Mandated Review Date:** February 2030

Parent Policy: These Procedures are enacted under S. 27(2)(f) of BC's *University Act* [RSBC 1996] c. 468, which grants the Board the power, with the approval of senate, to establish procedures for the recommendation and selection of candidates for president, deans, librarians, registrar and other senior academic administrators as the board may designate.

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1.0 PURPOSE

The purpose of these procedures is to:

1.1 establish an advisory search committee;

1.2 set out the composition of the search committee;

1.3 outline the nominations procedures for the elected members of the committee;

1.4 provide guidance for the recruitment and selection process; and

1.5 outline measures to address conflicts of interest and commitment.

2.0 SCOPE

2.1 These Procedures apply to the selection and review of senior academic administrators, including, but not limited to, the following:

2.1.1 Academic Vice-Presidents;

2.1.2 Academic Associate Vice-Presidents;

2.1.3 Vice-Provosts;

2.1.4 Faculty Deans

2.1.5 Senior Academic Directors;

2.1.6 University Registrar;

2.1.7 University Librarian; and

2.1.8 any other senior academic administrator as the Board may designate.

2.2 The selection and review of the President and Vice-Chancellor, and the Associate Vice-President Medicine are addressed in separate procedures.

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3.0 PROCEDURES

3.1 Authority to Establish Procedures

The BC *University Act* empowers the Board of Governors, with the approval of Senate, to establish procedures for the recommendation and selection of candidates for deans, librarians, registrar and other senior academic administrators as the board may designate.

3.2 The Role and Responsibilities of the Search Committee

3.2.1 The purpose of the Search Committee (Committee) is to advise the Committee Chair on the best available candidate for the employment opportunity.

3.2.2 Committee members are expected to attend all committee meetings and must participate in all meetings where candidates are considered, including application review, interviews, presentations, and decision meetings.

3.2.3 Committee meetings are scheduled in advance to facilitate attendance planning.

3.2.4 Interviews are not recorded.

3.2.5 The Committee must

i. acquaint itself with the requirements of the position through a thorough review of relevant documents, policies, procedures, meetings with the incumbent and others;
ii. establish criteria by which to evaluate candidates, including relevant credentials and experience, in advance of consideration of any candidates; and
iii. adhere to its established criteria and apply them equitably throughout the process.

3.2.6 Throughout the process, the Committee should

i. be acquainted with relevant consideration of existing diversity within the area or employment category, identify historic gaps or under-representation;
ii. identify suitable means to address the gap in the recruitment process; and
iii. take steps to monitor the recruitment process and widen the scope and pool of potential candidates to contribute to the university's goal of diversity

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3.2.7 The Committee should attend to perceived and actual conflicts of interest throughout the process and take steps to manage them.

3.2.8 The Committee must ensure all records and personal information shared and collected are managed and protected in accordance with BC's *Freedom of Information and Privacy Act* and relevant University policies and procedures.

3.2.9 The Committee must strictly apply rules of confidentiality to their proceedings as appropriate (recognizing that some parts of the proceedings may be open, although personal privacy must always be respected).

3.2.10 Deliberations of the Committee are always confidential to ensure a full and robust consideration of each candidate, and to enable the free and thoughtful discussion among committee members without fear of external reprisal.

3.2.11 The Committee prepares a confidential summary record of discussions, decisions, and actions, excluding deliberations specifically pertaining to candidates to be retained by HR as the formal record for a period of 2 years.

3.2.12 Only the Committee Chair is authorized to speak on behalf of the Committee.

3.2.13 Committee members cannot disclose any individual opinions or comments shared in confidence during committee deliberations or discussions. A committee member who breaches confidentiality is subject to sanction by the Committee Chair, including dismissal from the Committee.

3.3 Consultations

3.3.1 The Committee determines an appropriate consultation pathway suitable to the specific search.

3.3.2 Minimally this should include group consultation with members of the constituency portfolio

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3.4 Review and Reappointment of an Incumbent

3.4.1 If an incumbent decides to stand for reappointment to a consecutive term, the Committee determines whether or not to recommend the reappointment. The Committee should consider the following:

i. an assessment of past performance by criteria set out by the committee at the time of appointment;
ii. specific expectations or objectives set out by the President or the supervising Vice-President at the time of appointment for the term under review;
iii. a recent CV;
iv. a summary of evaluations over the term under review; and
v. a summary of consultations with constituency groups.

3.4.2 The incumbent is invited to submit a written self-assessment including a statement of past and future leadership objectives for the portfolio in the context of the criteria set out for the portfolio.

3.4.3 The Committee meets with the incumbent and may arrange for a public presentation by the incumbent. The incumbent may request a public presentation where the Committee has not suggested or arranged for one.

3.4.4 The incumbent must be advised of the criteria to be used for evaluation, the individuals and constituencies to be consulted, and the schedule for the review process. Under normal circumstances, the review should take less than eight weeks.

3.5 Search Procedures

3.5.1 A Committee for the relevant position is established, and the composition of the Committee is set out in section 3.7 of these Procedures.

3.5.2 The lead administrative office for the position under review should be identified to be responsible for the following:

i. drawing the Committee together;
ii. ensuring diversity among committee members;
iii. appointing additional members as might be necessary to address gaps in representation or diversity;
iv. making committee members aware of their obligations including knowledge of equity, diversity, and inclusivity best practices, influence of bias, concept of discrimination and discriminatory

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practices in employment, other obligations under policy and ethical conduct, confidentiality, and conflict of interest; and

v. providing committee members with known applicable resources.

3.5.3 The Committee Chair, in consultation with the Committee, determines whether or not to initially seek only internal candidates, and informs the respective portfolio of this decision.

3.5.4 The Committee Chair, in consultation with the President (when the Committee Chair is not the President) may elect to engage a search consultant in cases where the position is open to external candidates.

3.5.5 The Committee is responsible for ensuring they familiarize themselves with the necessary resources provided by the administrative office identified in section 3.5.3, including UNBC policies and procedures.

3.5.6 Candidates are made aware of these procedures and measures to be used for assessment, and the overall selection process including a schedule of those who will be consulted and the process to arrive at the final decision.

3.5.7 The Committee is responsible for determining whether the process is completely open, completely closed, or preferably, a hybrid process.

3.5.8 Normally, a hybrid process is preferred when there is a confidential long-list evaluation and assessment, which results in a short-list of candidates who will be presented to the University community by the committee in an open process.

i. The short-listed candidate(s) make a suitably open presentation with a questions and answer period (typically only to the relevant constituency group) and meet with relevant groups and stakeholders including faculty member, staff, other senior leaders, and other members of the university.

ii. Feedback is sought from the community.

iv. The interview process and the Committee deliberations remain closed and confidential.

3.5.9 When an external candidate requires an academic appointment in addition to the administrative position, as appropriate, the Committee Chair consults with the leadership of the relevant academic unit prior to making the academic appointment. When

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necessary, the Committee also serves as a faculty promotion and tenure committee to ensure the candidate is also appointed to an academic unit at a suitable rank with tenure.

3.6 Process

3.6.1 The Committee collectively will:

i. Review the position description and posting
ii. Review all applications
iii. Select a long-list
iv. Participate in reviewing all documents and interactions with candidates
v. Select a short-list
vi. Determine a process for engaging with short list candidates
vii. Make a recommendation of a candidate to the President
   a. This might involve also ranking other acceptable candidates

3.6.2 The committee reviews (or develops) the key responsibilities, activities for the position and the required credentials and criteria. These guide the equitable and consistent assessment of all candidates.

3.6.3 The committee reviews all materials submitted by applicants to determine a long-list of candidates. All candidates are required to submit a statement on equity, diversity, and inclusion.

3.6.4 Long-list candidates are invited to submit additional materials and/or to participate in a closed interview process with the Committee Chair, or the entire Committee. The Committee is responsible for ensuring that all candidates are provided with an equitable opportunity to provide these submissions and participate in the interview processes.

3.6.5 On the basis of all materials submitted and all engagement with candidates, the Committee selects a short-list of candidates, who are invited to further engage with the Committee.

i. Short-listed candidates are invited to visit the university, to meet with relevant peers, to participate in a final interview with the Committee.
ii. Short-listed candidates may be invited to provide a closed or open presentation to the Committee and members of relevant university units and other individuals or groups affected by their selection.
iii. Short-listed candidates may be invited to participate in small group discussions and social gatherings. The Committee should

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attend to equity in the organization of and attendance at such discussions and gatherings.

3.6.6 The Committee allows for suitable time (no less than five working days) for colleagues to provide their feedback on their engagement with the candidate(s).

3.6.7 With the Committee Chair working to achieve consensus, the Committee makes its decision on the final selected by vote. Whereas a simple majority is sufficient, a narrow majority may indicate limited support for the candidate and that further discussion with the committee is necessary to ensure the candidate is appointed with a strong mandate for success from the Committee as representative of its constituencies.

3.6.8 Where there is more than one suitable candidate, the Committee makes further decisions empowering the Committee Chair to offer the position to lower ranked candidates in the event the selected candidate does not ultimately accept the position.

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3.7 Committee Composition

3.7.1 Deans, University Librarian, and University Registrar Committee Composition		
• For Deans, academic membership should not be less than 50%. • For Deans, focal faculty membership should not be less than 30%. • Committee Chair is responsible for filling discretionary positions (E.g. up to three additional members).		
Position	Source	Selected by
Chair	Vice President Academic and Provost or delegate	Ex-officio
Recording Secretary/admin support	Office of the Vice-President, Academic and Provost	Vice-President, Academic and Provost
Members	1 vice president	President
	1 academic dean	Selected by deans

3.7.2 Vice Presidents and All Other Senior Academic Administrators Not Listed in 3.7.1 Committee Composition		
• For Vice Presidents, Academic membership should not be less than 50% • Committee Chair is responsible for filling discretionary positions (E.g. up to three additional members).		
Position	Source	Selected by
Chair	President – or delegate	Ex-officio
Recording Secretary/admin support	Selected Administrative Office	President – or delegate
Members	1 BoG – for Vice Presidents	Selected by BoG
	1 vice president	President

	1 senior academic director	Selected by Chair
	Minimum of 2 maximum of 4 ***faculty members from the focal faculty***, including any continuing appointments such as SLI and SI	Nominations should come from the focal faculty. Elected by the Focal Faculty
	Minimum of 2 maximum of 3 representatives from ***outside the focal faculty*** including professoriate from other faculties, staff from administrative units such as Office of	Nominations can come from across the university, including self-nominations. Elected by the focal faculty

	2 academic deans	Selected by deans
	1 senior academic director	Appointed by Chair
	Up to 6 faculty or portfolio members, including any continuing appointments such as SLI and SI	Elected by respective faculties or portfolio

	Registrar; Office of Student Services; Office of Finance, Office of Institutional Research	
	1 undergraduate student	Elected by undergraduate student society

	Minimum of 1 maximum of 3 representatives of faculties or relevant portfolio (e.g., non-faculty members coming from direct report units such as Office of Registrar; Office of Student Services; Office of Finance, Office of Institutional Research; or	Elected by respective portfolio

	1 graduate student	Appointed or Elected by Graduate Student Society
	2 continuing staff members from focal faculty	Elected by focal faculty
	Up to 3 Additional members	Such other persons that the chair may choose to appoint following comprising of the Committee to address gaps in diversity or other representation.

	faculty members for administrative vice presidents)	
	1 undergraduate student	Appointed or Elected by Undergraduate Student Society
	1 graduate student	Appointed or Elected by Graduate Student Society
	Maximum 3 Additional members	Such other persons that the chair may choose to appoint following comprising of the Committee to address gaps in diversity or other representation.

UNIVERSITY OF NORTHERN BRITISH COLUMBIA

BOARD OF GOVERNORS – PUBLIC SESSION

Meeting Date:	March 30, 2023
Agenda Item:	6.ii.d. Repeal of the Search Committees for Academic Vice-Presidents and Other Senior Academic Administrators Procedures – W. Rodgers
Motion:	*That, on the recommendation of the Governance and Human Resources Committee, the Board of Governors repeals Search Committees for Academic Vice-Presidents and Other Senior Academic Administrators Procedures, as presented.*
Material:	1. Search Committees for Academic Vice-Presidents and Other Senior Academic Administrators Procedures

UNBC UNIVERSITY OF NORTHERN BRITISH COLUMBIA **PROCEDURES**	**Policy No:**	**Approval Date:** **Board Motion #2019BC02.01.06** **Senate Motion # S-201902.17**
	Approving Authority: *Board of Governors and Senate* **Responsible Executive:** *President*	
Title: ***Search Committees for Academic Vice-Presidents and other Senior Academic Administrators***		

S. 27(2)(f) of the University Act [RSBC 1996] c. 468, grants the Board the power: with the approval of senate, to establish procedures for the recommendation and selection of candidates for president, deans, librarians, registrar and other senior academic administrators as the board may designate;

1. **Scope –** These Procedures apply to Search Committees for Senior Academic Administrators, including: Academic Vice-Presidents, Associate Academic Vice-Presidents, Vice-Provosts, Academic Deans, Senior Academic Directors, the Registrar, the University Librarian and any other senior academic administrator as the Board may designate. The Search Committees for the President, and for the Associate Vice-President Medicine are addressed in separate Procedures.

2. **Role of Search Committees –** Search Committees are advisory to the President and are tasked with generating ranked short lists of candidates for positions. Each Committee will:

   - review the position and desired qualifications and qualities of candidates, in consultation with appropriate constituents and constituency groups
   - review and advise on advertising
   - review the *General Search Process Rules* outlined below, and recommend reasonable modifications to the Chair, as appropriate for specific searches or positions
   - oversee the fair and equitable application of the *General Search Process Rules,* with the advice of Human Resources professionals, and external search consultants if applicable
   - Ensure best practices are followed with respect to confidentiality and declarations of conflict of interest and bias
   - Monitor and encourage the application of best practices in equity and diversity in the posting and advertising, in the search and interview process, and in the making of hiring recommendations.

3. **General Search Process Rules**

   a. A new search committee will be assembled for each Senior Academic Administrator search.

   b. The University will ensure that prior to the Committee commencing its work, Committee members are provided with training and orientation on best practices with respect to equity and diversity in recruitment and search processes.

   c. The Chair in consultation with the Search Committee will consider current best practices and

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the advice of Human Resources professionals, and search consultants where applicable, in determining the appropriate level of openness of each search, and in the interests of ensuring the broadest and most qualified applicant pool.

d. Senior Administrators and Program Chairs will have an opportunity to meet short-listed candidates in informal sessions at the appropriate stage of the search process. Others may be included for specific searches, at the recommendation of the Search Committee Chair in consultation with the Search Committee.

e. In making a recommendation, to the Board in the case of Vice-Presidential searches, and to the President for all other searches, the Search Committee Chair will provide a fulsome report on the search process, deliberations, and rationale for the recommendation.

4. Committee Composition

President (or designate) for Academic Vice-Presidents (Provost, Research) **Provost and Vice-President Academic (or designate) for all other senior academic positions covered by these Procedures**	**Chair**	**1**
Board Chair or Designate for Academic Vice-President searches only	**Designate must be an external (Order in Council) Board Member**	**0-1**
Two Vice, or Associate-Vice, Presidents for Academic Vice-President searches **One Vice, or Associate-Vice-President for all other searches**	**Appointed by the Committee Chair (Academic & Administrative Vice Presidents and Associate Vice-Presidents eligible)**	**1-2**
Two Academic Deans (for Academic Vice-Presidents and Academic Deans) **One Academic Dean for all other searches**	**Appointed by the Chair in consultation with the Academic Deans**	**1-2**
One Senior Academic Director	**Appointed by the Chair**	**1**

Six Faculty Members with tenure or tenure-track appointments	**Elected by Faculty Members in a manner that ensures representation from both Colleges – or representation from different Colleges in the event that there are more than two Colleges** **In a search for an Academic Vice-President at least one faculty member is to be a Research Chair or former Research Chair.** ***in the case of a search for a University Librarian, at least one member should be a faculty Librarian Member**	**6**
One Staff Representative	**One staff member appointed by the Chair from among all non-faculty employees who are not senior administrators. When searching for a University Librarian or a University Registrar, the staff representative should be drawn from those offices respectively.**	**1**
Two students	**Appointed or elected by the Undergraduate and Graduate Student Societies**	**2**
Up to two additional members to address equity, diversity, gender balance, aboriginal or regional representation, and / or to address any other key areas of responsibility (for the position being recruited to) not otherwise covered by the Committee members appointed or selected above	**Appointed by the Committee Chair in consultation with the Committee Members. If 1 additional member is added under this section, that appointee may be from any UNBC employee, governance or stakeholder group. If 2 additional members are added, at least 1 must be a faculty member.**	**0-2**
NON-VOTING – RESOURCE MEMBERS: Director of Human Resources (or designate) +appropriate Human Resources support personnel, including someone with equity and diversity expertise and Search Consultants as applicable	**Determined by the AVP People or by the Director of Human Resources**	

5. These Procedures are effective on approval of both the Board and Senate, and replace any previously approved Selection Procedures and Search Committee Terms of Reference for Senior Academic Administrators covered by these Procedures.

UNIVERSITY OF NORTHERN BRITISH COLUMBIA

BOARD OF GOVERNORS – PUBLIC SESSION

Meeting Date:	March 30, 2023
Agenda Item:	6.ii.e. Repeal of the Review of College Dean Prior to Reappointment Terms of Reference – W. Rodgers
Material:	1. Review of College Dean Prior to Reappointment Terms of Reference
Motion:	*That, on the recommendation of the Governance and Human Resources Committee, the Board of Governors repeals the Review of College Dean Prior to Reappointment Terms of Reference, as presented.*

SUBJECT: REVIEW OF A COLLEGE DEAN PRIOR TO REAPPOINTMENT: TERMS OF REFERENCE

1.0 Authority

1.1 The Board of Governors, acting on the recommendation of the President, is responsible, under the University of Northern British Columbia Act, for the appointment of the College Deans.

1.2 The review of the College Deans reflects the accountability of the College Deans to the Board through the recommendation of the Vice-President (Academic) and Provost to the President.

1.3 The Vice-President (Academic) and Provost will ascertain the view of the College Dean concerning a renewal of contract. Only if the Dean expresses an interest in re-appointment will these procedures be implemented.

2.0 Mandate

2.1 This Committee is an advisory committee to the Vice-President (Academic) and Provost, and through the recommendation of the Vice-President (Academic) and Provost through the President to the Board, established as required by the President, and mandated to review the performance of the College Dean and to make a recommendation to the Vice-President (Academic) and Provost, and through the Vice-President (Academic) and Provost through the President to the Board, with respect to re-appointment.

2.2 The Committee will endeavor to conduct its review within a 2-month period.

2.3 The Committee will normally present its recommendation to the Vice-President (Academic) and Provost at least 8 months prior to the expiry date of the term of office of the College Dean.

3.0 Composition

3.1 In accordance with the approved composition of the Search Committee for the College Dean, the composition of the review committee will be:

- Vice-President (Academic) and Provost (as Chair)
- Vice-President (Administration & Finance) or designate
- 1 Senior Academic Director (appointed by the Chair of the Search Committee)
- 5 Faculty members with tenured or tenure-track appointments to include:
  - Faculty Association representative

- Faculty Senator
- A majority of the remaining three Faculty members will be representatives of the faculties directly responsible for reporting to the prospective Dean. The Associate Vice-President (Student Services) and Registrar will send out a call for nominations for Faculty members interested in serving on this Search Committee.

- 1 Staff member (appointed by the Chair of the Search Committee
- Graduate Student representative
- Undergraduate Student representative
- President (ex-officio/non-voting)

(*Efforts will be made to ensure that in the appointment and selection of the students, there is regional representation taken into consideration).

3.2 In the eventuality of the review leading to a search for a College Dean or Acting College Dean, the Review Committee shall continue as the Search Committee.

4.0 Duties

4.1 The Committee will evaluate the performance of the College Dean, using the criteria established by the College Dean Search Committee in its search for that individual, as well as the annual objectives established by the College Dean and the Vice-President (Academic) and Provost during the Dean's current term of office.

4.2 In addition to reviewing the past performance of the College Dean, the committee is required to consider the changing context of the Dean's mandate and whether these are areas of activity that will require changes in emphasis during the renewed term.

4.3 The Committee will determine whom to approach to seek informed assessment of the performance of the College Dean, such information to be gathered primarily through confidential interviews. The Committee will seek to identify individuals who offer a balanced view of the Dean's performance. The Committee is encouraged to interview, either through Committee members or through a consultant. The Chair will review the list of interviewees with the College Dean prior to interviews taking place.

4.4 The establishment of the Committee, its composition and terms of reference, are to be announced in the UNBC weekly bulletin, along with an invitation to submit written and signed submissions from interested parties.

4.5 The Committee will meet with the College Dean at the outset of its work to discuss the review process and to provide an opportunity for the Dean to submit a statement of self-evaluation.

4.6 The Committee will ensure that its activities do not undermine the ability of the College Dean to function effectively as an institutional leader during the period of the review. Committee deliberations will be conducted in strict confidence.

4.7 When the Committee has formulated its recommendation, but before presenting it to the Board, the President will meet immediately and in confidence with the College Dean to review the general findings of the Committee and the nature of the recommendation to the Board. If the Committee recommends that the College Dean be re-appointed, the President will meet with the Executive Committee of the Board of Governors to recommend to the Board terms of the contract acceptable to the President, the Executive Committee of the Board of Governors, and to the College Dean.

4.8 The Committee will submit a written report to the President with its recommendation that the President recommend to the Board of Governors that the College Dean be re-appointed, or that the President proceed with the Review Committee, reconstituted as a Search Committee, to establish a search process for a successor, or for an Acting College Dean should the incumbent request an Administrative Leave of Absence before commencing the re-appointment.

UNIVERSITY OF NORTHERN BRITISH COLUMBIA

BOARD OF GOVERNORS – PUBLIC SESSION

Meeting Date:	March 16, 2023
Agenda Item:	6.ii.f. Repeal of the Review of the Dean of Graduate Programs Prior to Reappointment Terms of Reference – W. Rodgers
Material:	1. Review of the Dean of Graduate Programs Prior to Reappointment Terms of Reference
Motion:	*That, on the recommendation of the Governance and Human Resources Committee, the Board of Governors repeals the Review of the Dean of Graduate Programs Prior to Reappointment Terms of Reference, as presented.*

SUBJECT: REVIEW OF THE DEAN OF GRADUATE PROGRAMS PRIOR TO REAPPOINTMENT: TERMS OF REFERENCE

1.0 Authority

1.1 The Board of Governors, acting on the recommendation of the President, is responsible, under the University of Northern British Columbia Act, for the appointment of the Dean of Graduate Programs.

1.2 The review of the Dean of Graduate Studies reflects the accountability of the Dean of Graduate Programs to the Board through the recommendation of the Vice-President Academic and Provost to the President.

1.3 The Vice-President Research will ascertain the view of the Dean of Graduate Programs concerning a renewal of contract. Only if the Dean expresses an interest in re-appointment will these procedures be implemented.

2.0 Mandate

2.1 This Committee is an advisory committee to the Vice-President Research, and through the recommendation of the Vice-President Research Provost through the President to the Board, established as required by the President, and mandated to review the performance of the Dean of Graduate Programs and to make a recommendation to the Vice-President Research, and through the Vice-President Academic and Provost through the President to the Board, with respect to re-appointment.

2.2 The Committee will endeavor to conduct its review within a 2-month period.

2.3 The Committee will normally present its recommendation to the Vice-President Research at least 8 months prior to the expiry date of the term of office of the Dean of Graduate Programs.

3.0 Composition

3.1 In accordance with the approved composition of the Search Committee for the Dean of Graduate Programs, the composition of the review committee will be:

- Vice-President Research (Chair)
- Vice-President Academic and Provost
- Vice-President Administration and Finance (or designate)
- The Dean of the College of Science & Management
- The Dean of the College of Arts, Social & Health Sciences
- 1 Senior Academic Director, (appointed by the Chair of the Committee)
- 1 staff member (appointed by the Chair of the Committee)
- 2 Graduate Students (One from each College)
- One representative of the Faculty Association
- 4 Faculty members with tenured or tenure-track appointments, appointed by Senate, to include:
  - One Faculty Senator
  - One Faculty member from the College of Arts, Social & Health Sciences
  - One Faculty member from the College of Science & Management
  - One Faculty member from a Professional Program.

The Registrar will send out a Call for Nominations for Faculty members willing to serve on this Review Committee).

3.2 In the eventuality of the review leading to a search for the Dean of Graduate Programs or Acting Dean of Graduate Studies the Review Committee shall continue as the Search Committee.

4.0 Duties

4.1 The Committee will evaluate the performance of the Dean of Graduate Programs, using the criteria established by the Dean of Graduate Studies Search Committee in its search for that individual, as well as the annual objectives established by the Dean of Graduate Programs and the Vice-President Research during the Dean's current term of office.

4.2 In addition to reviewing the past performance of the Dean of Graduate Programs, the committee is required to consider the changing context of the Dean's mandate and whether these are areas of activity that will require changes in emphasis during the renewed term.

4.3 The Committee will determine who to approach to seek informed assessment of the performance of the College Dean, such information to be gathered primarily through confidential interviews. The Committee will seek to identify individuals who offer a balanced view of the Dean's performance. The Committee is encouraged to obtain the views of a broad range of members and representatives of the University Community. The Chair will review the list of interviewees with the Dean of Graduate Programs prior to interviews taking place.

4.4 The establishment of the Committee, its composition and terms of reference, are to be announced in the UNBC weekly bulletin, along with an invitation to submit written and signed submissions from interested parties.

4.5 The Committee will meet with the Dean of Graduate Studies at the outset of its work to discuss the review process and to provide an opportunity for the Dean to submit a statement of self-evaluation.

4.6 The Committee will ensure that its activities do not undermine the ability of the Dean of Graduate Programs to function effectively as an institutional leader during the period of the review. Committee deliberations will be conducted in strict confidence.

4.7 When the Committee has formulated its recommendation, but before presenting it to the Board, the President will meet immediately and in confidence with the Dean of Graduate Programs to review the general findings of the Committee and the nature of the recommendation to the Board. If the Committee recommends that the Dean of Graduate Programs be re-appointed, the President will meet with the Executive Committee of the Board of Governors to recommend to the Board terms of the contract acceptable to the President, the Executive Committee of the Board of Governors, and to the Dean of Graduate Programs.

4.8 The Committee will submit a written report to the President with its recommendation that the President recommend to the Board of Governors that the Dean of Graduate Programs be re-appointed, or that the President proceed with the Review Committee, reconstituted as a Search Committee, to establish a search process for a successor, or for an Acting Dean should the incumbent request an Administrative Leave of Absence before commencing the re-appointment.

UNIVERSITY OF NORTHERN BRITISH COLUMBIA

BOARD OF GOVERNORS – PUBLIC SESSION

Meeting Date:	March 16, 2023
Agenda Item:	6.ii.g. Repeal of the Review of the Vice-President Academic and Provost Prior to Reappointment Terms of Reference – W. Rodgers
Material:	1. Review of the Vice-President Academic and Provost Prior to Reappointment Terms of Reference
Motion:	*That, on the recommendation of the Governance and Human Resources Committee, the Board of Governors repeals the Review of the Vice-President Academic and Provost Prior to Reappointment Terms of Reference, as presented.*

SUBJECT: REVIEW OF THE VICE-PRESIDENT ACADEMIC AND PROVOST PRIOR TO REAPPOINTMENT: TERMS OF REFERENCE

1. Authority

1.1 The Board of Governors, acting on the recommendation of the President, is responsible, under the University of Northern British Columbia Act, for the appointment of the Vice-President Academic and Provost.

1.2 The Vice-President Academic and Provost review reflects the accountability of the Vice-President Academic and Provost to the Board through the President.

1.3 The President will ascertain the view of the Vice-President Academic and Provost concerning a renewal of contract. Only if the Vice-President expresses an interest in re-appointment will these procedures be implemented.

2. Mandate

2.1 This Committee is an advisory committee to the President, and through the President to the Board, established as required by the President, and mandated to review the performance of the Vice-President Academic and Provost and to make a recommendation to the President, and through the President to the Board, with respect to re-appointment.

2.2 The Committee will endeavour to conduct its review within a 2-month period.

2.3 The Committee will normally present its recommendation to the President at least 12 months prior to the expiry date of the term of office of the Vice-President Academic and Provost.

3. Composition

3.1 In accordance with the approved composition of the Search Committee for the Vice-President Academic and Provost, the composition of the review committee will be:

- President (Chair)
- 1 Board of Governors member (external)
- Vice-President Administration and Finance
- Vice-President Research
- Dean - College of Arts, Social & Health Sciences
- Dean - College of Science & Management
- Dean - Graduate Programs
- Director, Human Resources (non-voting)
- 3 Faculty Members with tenure or tenure-track appointments, appointed by the Senate, one from each College and one being a regional Faculty Member
- 2 Staff members, to include:
  - 1 Senior Academic Director, reporting directly to the Vice-President Academic and Provost
  - 1 Staff member (appointed by the Chair of the Selection Committee)
- Graduate Student

- Undergraduate Student
- Regional Student

* Efforts will be made to ensure that in the appointment and selection of the students, there is consideration to appoint a First Nation's student.

3.2 In the eventuality of the review leading to a search for a Vice-President Academic and Provost or Acting Vice-President Academic and Provost, the Review Committee shall continue as the Search Committee.

4. Duties

4.1 The Committee will evaluate the performance of the Vice-President Academic and Provost, using the criteria established by the Vice-President Academic and Provost Search Committee in its search for that individual, as well as the annual objectives established by the Vice-President Academic and Provost and the President during the Vice-President's current term of office.

4.2 In addition to reviewing the past performance of the Vice-President Academic and Provost, the committee is required to consider the changing context of the Vice-President's mandate and whether these are areas of activity that will require changes in emphasis during the renewed term.

4.3 The Committee will determine whom to approach to seek informed assessment of the performance of the Vice-President Academic and Provost, such information to be gathered primarily through confidential interviews. The Committee will seek to identify individuals who offer a balanced view of the Vice-President's performance. The Committee is encouraged to obtain the views of a broad range of members and representatives of the UNBC Community and officers of institutions and organizations with a close relationship to UNBC. The Chair will review the list of interviewees with the Vice President Academic and Provost prior to the interviews taking place.

4.4 The establishment of the Committee, its composition and terms of reference, are to be announced in the UNBC weekly bulletin, along with an invitation to submit written and signed submissions from interested parties.

4.5 The Committee will meet with the Vice-President Academic and Provost at the outset of its work to discuss the review process and to provide an opportunity for the Vice-President to submit a statement of self-evaluation.

4.6 The Committee will ensure that its activities do not undermine the ability of the Vice-President Academic and Provost to function effectively as an institutional leader during the period of the review. Committee deliberations will be conducted in strict confidence.

4.7 When the Committee has formulated its recommendation, but before presenting it to the Board, the President will meet immediately and in confidence with the Vice-President Academic and Provost to review the general findings of the Committee and the nature of the recommendation to the Board. If the Committee recommends that the Vice-President Academic and Provost be re-appointed, the President will meet with the Executive Committee of the Board of Governors to recommend to the Board terms of the contract acceptable to the President, the Executive Committee of the Board of Governors, and to the Vice-President Academic and Provost.

4.8 The Committee will submit a written report to the President with its recommendation that the President recommend to the Board of Governors that the Vice-President Academic and Provost be re-appointed, or that the President proceed with the Review Committee,

reconstituted as a Search Committee, to establish a search process for a successor, or for an Acting Vice-President Academic and Provost should the incumbent request an Administrative Leave of Absence before commencing the re-appointment.

UNIVERSITY OF NORTHERN BRITISH COLUMBIA

BOARD OF GOVERNORS – PUBLIC SESSION

Meeting Date:	March 30, 2023
Agenda Item:	6.ii.h. Repeal of the Review of the Vice-President Prior to Reappointment Terms of Reference – W. Rodgers
Material:	1. Review of the Vice-President Prior to Reappointment Terms of Reference
Motion:	*That, on the recommendation of the Governance and Human Resources Committee, the Board of Governors repeals the Review of the Vice-President Prior to Reappointment Terms of Reference, as presented.*

SUBJECT: REVIEW OF THE VICE-PRESIDENT (RESEARCH) PRIOR TO REAPPOINTMENT: TERMS OF REFERENCE

1.0 Authority

1.1 The Board of Governors, acting on the recommendation of the President, is responsible, under the University of Northern British Columbia Act, for the appointment of the Vice-President (Research).

1.2 The Vice-President (Research) review reflects the accountability of the Vice-President (Research) to the Board through the President.

1.3 The President will ascertain the view of the Vice-President (Research) concerning a renewal of contract. Only if the Vice-President expresses an interest in re-appointment will these procedures be implemented.

2.0 Mandate

2.1 This Committee is an advisory committee to the President, and through the President to the Board, established as required by the President, and mandated to review the performance of the Vice-President (Research) and to make a recommendation to the President, and through the President to the Board, with respect to re-appointment.

2.2 The Committee will endeavor to conduct its review within a 2-month period.

2.3 The Committee will normally present its recommendation to the President at least 8 months prior to the expiry date of the term of office of the Vice-President (Research).

3.0 Composition

3.1 In accordance with the approval composition of the Search Committee for the Vice-President (Research), the composition of the review committee will be:

- President (as Chair)
- Vice-President (Academic) & Provost
- Vice-President (Administration & Finance) or designate
- Dean, College of Arts, Social & Health Sciences
- Dean, College of Science and Management
- Senior Academic Director (appointed by the Chair of the Search Committee)
- 2 Faculty members with tenured or tenure-track appointments from the College of Arts, Social & Health Sciences
- 2 Faculty members with tenured or tenure-track appointments from the College of Science & Management
- 1 Staff member (appointed by the Chair of the Search Committee
- Graduate Student representative
- Undergraduate Student representative
- Board of Governors representative

(*Efforts will be made to ensure that in the appointment and selection of the students, there is regional representation taken into consideration).

3.2 In the eventuality of the review leading to a search for a Vice-President (Research) or Acting Vice-President (Research), the Review Committee shall continue as the Search Committee.

4.0 Duties

4.1 The Committee will evaluate the performance of the Vice-President (Research), using the criteria established by the Vice-President (Research) Search Committee in its search for that individual, as well as the annual objectives established by the Vice-President (Research) and the President during the Vice-President's current term of office.

4.2 In addition to reviewing the past performance of the Vice-President (Research), the committee is required to consider the changing context of the Vice-President's mandate and whether these are areas of activity that will require changes in emphasis during the renewed term.

4.3 The Committee will determine whom to approach to seek informed assessment of the performance of the Vice-President (Research), such information to be gathered primarily through confidential interviews. The Committee will seek to identify individuals who offer a balanced view of the Vice-President's performance. The Committee is encouraged to interview, either through Committee members or through a consultant. The Chair will review the list of interviewees with the Vice-President (Research) prior to interviews taking place.

4.4 The establishment of the Committee, its composition and terms of reference, are to be announced in the UNBC weekly bulletin, along with an invitation to submit written and signed submissions from interested parties.

4.5 The Committee will meet with the Vice-President (Research) at the outset of its work to discuss the review process and to provide an opportunity for the Vice-President to submit a statement of self-evaluation.

4.6 The Committee will ensure that its activities do not undermine the ability of the Vice-President (Research) to function effectively as an institutional leader during the period of the review. Committee deliberations will be conducted in strict confidence.

4.7 When the Committee has formulated its recommendation, but before presenting it to the Board, the President will meet immediately and in confidence with the Vice-President (Research) to review the general findings of the Committee and the nature of the recommendation to the Board. If the Committee recommends that the Vice-President (Research) be re-appointed, the President will meet with the Executive Committee of the Board of Governors to recommend to the Board terms of the contract acceptable to the President, the Executive Committee of the Board of Governors, and to the Vice-President (Research).

4.8 The Committee will submit a written report to the President with its recommendation that the President recommend to the Board of Governors that the Vice-President (Research) be re-appointed, or that the President proceed with the Review Committee, reconstituted as a Search Committee, to establish a search process for a successor, or for an Acting Vice-President (Research) should the incumbent request an Administrative Leave of Absence before commencing the re-appointment

Re: Selection Procedures for Vice-President (Research)

1.0 Terms of Reference for the Search Committee

- To review the position of Vice-President (Research)
- To establish the qualifications and qualities desired of candidates
- To assist in the drafting of the advertisement
- To establish a short list of candidates
- To recommend to the President, by providing a prioritized ranking of short listed candidates.

2.0 Search Committee Membership

- Vice-President (Academic) and Provost
- Vice-President (Administration and Finance) or designate
- Dean, College of Arts, Social and Health Sciences
- Dean, College of Science and Management
- Senior Academic Director (appointed by the Chair of the Search Committee)
- 2 Faculty members with tenured or tenure-track appointments from the College of Arts, Social and Health Sciences
- 2 Faculty members with tenured or tenure-track appointments from the College of Science and Management
- 1 Staff member (appointed by the Chair of the Search Committee)
- Graduate Student representative
- Undergraduate Student representative
- Board of Governors representative

In the appointment of committee members, efforts will be made to ensure regional representation is taken into consideration.

3.0 Chair

- President

4.0 Process

- The search will be an open process
- Senior administrators and Chairs will be afforded the opportunity to meet the candidates in an informal session
- The candidates will be requested to speak at a public forum
- The President's recommendation shall be directed to the Board of Governors for approval.

UNIVERSITY OF NORTHERN BRITISH COLUMBIA

BOARD OF GOVERNORS – PUBLIC SESSION

Meeting Date:	March 30, 2023
Agenda Item:	6.ii.i. Exempt Handbook – G. Payne
Material:	1. President's Executive Council Briefing Note, March 2023 2. Exempt Handbook
Motion:	*That, on the recommendation of the Governance and Human Resources Committee, the Board of Governors approves the Exempt Handbook, as presented.*

UNBC UNIVERSITY OF NORTHERN BRITISH COLUMBIA

PRESIDENT'S EXECUTIVE COUNCIL BRIEFING NOTE

AGENDA ITEM

Meeting Date:	March, 2023			
Subject:	Exempt Employee and Directors Handbook			
Purpose:	☐ Information	Discussion	☐ Seeking Direction	☑ Approval
Submitted By:	Kerry Roberts, Director Human Resources Jennifer Dawson, Sr Human Resources Partner Alex Castley, Assistant Director Human Resources			

1.0 BACKGROUND

1.1 As part of the Human Resources work plan, the review of Exempt Handbook was re-initiated in 2021.

1.2 All exempt employees were informed of the review in the bi-weekly exempt meeting and were requested to contact HR if they were interested in joining a working group.

1.3 Members of the working group included: Twylla Hamelin (Administrative Director, DMS), Matt Wood (Director, Communications and Marketing), Danika Doucette (Energy Manager - resigned), Jason McCannon (Assistant Director, Facilities), Lisa Haslett (Director, Business Services), Loralyn Murdoch (Athletics Director), Shawn Hegan (HR Advisor – resigned), Stephanie Weldon (Project Support Coordinator), Arleta Lucarelli (Acting Director HR, at that time).

1.4 The last versions of both the Exempt and Directors group handbook (2013) was removed and has not been used since 2015 by the Associate Vice President of People at the time. The working group used the 2013 version as a starting point, and applied the following principles in the review:

- Any changes will be with the goal of attracting, retaining, and developing UNBC employees
- Promote and communicate a *future of work* outlook
- Foster growth and professional development
- Promote benefits that reflect the current need of the Exempt staff and Leadership team
- Foster professional working relationships among leaders and UNBC
- Enable accountability
- Collaborative approach to "one University"

2.0 SUMMARY OF CHANGES

2.1 The Handbook has been reformatted and reorganized to reflect the culture of accountability and professionalism we want to continue to foster.

2.2 The previous Director's Handbook was consolidated with the Exempt Handbook as the majority of the benefits were the same. Where there were differences, those were carried forward and noted in the revised handbook as "for the Leadership Team".

2.3 The below chart reflects the changes, modifications, and additional content was driven by the feedback and consultation with the groups and the working group.

Section	Amendment - 2022
Welcome and Introductions	**Added** a welcome message, University's vision, mission, and values.
Trial Period (3.3)	Trial period language was previously included in the Probationary Period section. We have removed and created a section for Trial Period.
Northern Sport Centre Membership (4.3)	**Improved accessibility by decreasing the number of visits to qualify** for a free membership (from 12 visits per month for 6 months; to 20 visits in a three-month period). (estimated usage is 15 memberships X $600 per employee = $9,000) **Added** an option for free drop-in for the next 12 months to test the program. ($12 per drop in x 100 visits = $1,200)
Vacation and Other Holidays (5.0)	**1. Added** Assistants and Associates to the Directors/Dean/AVP vacation allotment 2. **Changed** casuals from 4% to 6% for term employees.
Sick Leave (6.1)	Cleaned up the language; provided clarification. Term employees change from 5 days to 6 days per year, pro-rated based on length of term which is in alignment with the CUPE 3799 term employee eligibility supporting equity amongst our term staff.
Cultural Leave (6.7)	**Added** this Article to reflect what has been added to CUPE 2278-03 Collective Agreement and what we anticipate will be added to CUPE 3799 Collective Agreement. The language has been approved by PSEC. This is an indigenization initiative that aligns with the mandate of the PSEC and has not been costed amongst mandates.
Pallbearer and Mourner's Leave	**Removed** 1/2 day of leave to align with the principle of accountability and professional discretion.
Internet Access	**Removed** this benefit as it no longer aligns with current needs**.** Anyone currently submitting for reimbursement may continue until March 31, 2023. ~ 10 employees utilize the benefits ($120 X 12) = $14,400
Maternity & Parental Leave Top-up (6.9)	**Updated** bridging period from 2 weeks to 1 week to align with Employment Insurance changes. **Increased** for exempt to align with the Directors (as per previous Director's Handbook) amounts (which also match Faculty and Executive). The new top-up amount is 100% vs 95%. Costed at ~ 1 employee per year x $3,750
Professional Development (PD) Allowance (7.1)	**Align** per position groups vs individually negotiated in some areas this ensures equity. New proposal of management of PD supported by the exempt handbook working group following management of PD proposed: 1. Unused PD in a fiscal year is carried forward to the member's PD fund for the next fiscal year and can be rolled over for up to 4 years.

In the case where an employee has 4 years of unused funds the excess funds will be rolled into an exempt pooled fund that will be used to support exempt employees in need of additional funds for PD.

The pooled fund (when funds are available) will be distributed on a case by case basis. If an employee wants to access the pooled fund, they must apply their PD funds first. If the remaining funds can be covered by the pooled fund, then the employee requesting the additional funds will submit their request to the Director of Human Resources who will make a final decision in consultation with the Vice President, Finance and Administration. The Director of Human Resources will communicate the final decision to the employee and the additional PD funds will be applied, accordingly.

Items purchased under "Professional Development" are deemed to be the property of UNBC.

Further to the above changes, we are requesting an increase to the PD fund allotment to support the increase in costs related to accessing PD as well as support the development of the leadership group:

POSITION (examples but not limited)	**SALARY RANGES**	**ANNUAL ALLOWANCE**
Associate Vice Presidents	SL2	$5,000.00 (no change)
Executive Directors, Directors, CIO, Registrar	SL1, L3	$2,500.00 (an increase from $2,000)
Assistant Directors, Associate Directors, Associate Registrars, Senior positions (HR, Finance, Purchasing, etc.), Chief Engineer, Managers	L2, L1, SP3	$1,500.00 (previous range from $600-$1500)
Specialized Staff	SP2, SP1	$800.00 (up from $600)
Administrative Staff, EA's	OA2, OA1	$600.00 (no change)

Total estimated cost for this increase is in the attached Summary of Costing for Exempt Handbook spreadsheet.

Specific to the Exempt Handbook rollout *** Effective July 1, 2023 if an employee's PD fund is in excess of 4 years of allocation, based on new allocation amounts, no further amount will be added to the fund. Effective July 1, 2024, any amount in excess of the 4 year total will be placed in the pooled fund.***

Membership Dues (7.2)	**New article,** (content was removed from PD section) and created own article, in which the University pays.
President's Leadership Initiative (7.3)	**Added** to the Employee Handbook but is already a current initiative (Exempt MBA Program).
Continuing Studies Courses (7.4)	**Added** funding for Continuing Studies professional development courses (including leadership fundamentals and project management). These will be allocated on a first-to-register basis up to an annual budget of $25,000.
Professional Development Leave (Directors) (7.5)	Added to the handbook but pulled directly from the currently active Director's Handbook.
Tuition Waiver (7.8)	**Removed age limit on dependent eligibility** for attraction and retention of employees and to align with CUPE 3799.

	Changed the eligibility period for the death of an employee from 8 years to 20 years as employees are having children at a later age we feel that this incentive will support retention and recruitment. Added a definition of retirement for this section. **Removed** the following language as managing this language would be an administrative burden**:** Regular employees' spouses and children are restricted to applying the tuition waiver to one (1) undergraduate degree and one (1) graduate degree.
Performance Feedback (7.9)	**Added** language that performance feedback will be used to assist leadership in assessing pay. This aligns with the new compensation framework.
Compensation (8.0)	**Added** compensation framework, which is in the design stage at this time.
Acting Pay (8.3)	**Changed** language from 10% to 12%. Due to the structural changes of the bands, there is inequitable pay for the assumed responsibility. There are scenarios where individuals are paid less for acting pay than they would receive for ADP for more assumed responsibility.
Additional Duties Pay (8.2)	To be reviewed next round.
Overtime (8.4)	**Added** overtime language for exempt staff
Resignation (9.1)	**Reworded** to align with the principle of accountability and professional discretion by encouraging an appropriate period of time (vs specifying 2 weeks).

3.0 Steps to completion:

3.1 Colleen will finish costing (attached). (Complete)
3.2 Rahim along with PEC will review and provide agreement of content and changes, in principle. (Complete)
3.3 Kerry Roberts, Director of Human Resources, Jennifer Dawson Sr. Human Resources Partner, and the Exempt working group will take the changes and full handbook to the Exempt staff. The target date to do this would be February 02, 2023, in the Planning & Continuity meeting. (Complete)
3.4 If there is any feedback it will be considered by February 9, 2023. (Complete)
3.5 Package sent to Board of Governors for final approval (In Progress)
3.6 Upon approval, exempt handbook will be uploaded to UNBC website and a communication will be sent to the exempt group.
3.7 Review of the Exempt handbook will begin in April 2025.

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UNBC UNIVERSITY OF NORTHERN BRITISH COLUMBIA

Exempt Employee Handbook

Approving Authority: Board of Governors
Designated Executive Officer: President and Vice Chancellor
Effective Date: April 1, 2023
Supersedes: November 2013
Date of Last Review/Revision: March 2023
Subsequent Review Date: April 2025

University of Northern British Columbia ("UNBC") Exempt employees need to be familiar with the information in this Handbook as well as UNBC Policies and Procedures that may guide certain aspects of work at UNBC. UNBC Policies and Procedures are accessible online at: **unbc.ca/policy**

The terms, conditions, and benefits of employment are as per the BC Employment Standards Act ("Employment Standards Act"), the Public Sector Employers' Act, Bill 66 and as outlined in this Handbook effective as of April 1, 2023, and are subject to change; in the future and will be reviewed upon request from UNBC or as needed.

UNBC is committed to the practice of reviewing this Handbook in consultation with Exempt employees. When there is a discrepancy between the employment contract and the terms and conditions outlined in this Handbook, the contract will prevail or the higher benefit will prevail until the contract is amended.

Message From the President

As employees, you demonstrate an unwavering commitment to supporting UNBC's academic mission, promoting a positive, diverse, and inclusive environment, and supporting the growth and success of students, faculty, and staff.

Your dedication to excellence and innovation does not go unnoticed, and I am grateful to be a part of the UNBC community. Your efforts to make UNBC a place where people can thrive and achieve their full potential is inspiring.

You are key to our success and the executive team values you as a member of our diverse team. Your leadership, guidance, and support are deeply appreciated, and I look forward to continuing to work with you to create a bright and successful future for UNBC that is aligned with our vision, mission, and goals.

Dr. Geoff Payne, UNBC President and Vice-Chancellor

UNBC's Motto

'En Cha Huná ('En = he/she/they; Cha = also; Huná = lives)

UNBC's motto, from the Dakelh (Carrier) Elders, is used to remind us that all people have a voice and a viewpoint. Interpreted as "respecting all forms of life," 'En Cha Huná encapsulates the spirit of academic freedom, respect for others, and willingness to recognize different perspectives.

UNBC's Location Statement, Vision, Mission, and Values can be found on the UNBC website.

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Self-Funded Leave Plan Policy

1.0 Scope

This Handbook applies to University of Northern British Columbia ("UNBC") employees who are exempt from bargaining unit membership and is intended to provide information about UNBC's terms, conditions, practices, and procedures as they relate to this group of employees.

2.0 Definitions

(a) Employee for the purposes of this Handbook, refers to employees who are exempt from membership in a bargaining unit by virtue of their job duties. This group includes managers, directors, deans, associate vice presidents, and other exempt professionals. This group does not include executives (President and Vice-Presidents) or Academic Services employees (research-funded staff).

(b) Immediate Family Member for bereavement leave, family responsibility leave, and compassionate leave, shall be defined as per the Employment Standards Act.

(c) Supervisor is a generic term that refers to the employee authorized by UNBC to direct the work of an employee and to whom the employee reports.

3.0 Terms And Conditions Of Employment

3.1 Employment Status

An employee's employment status (regular, term, or casual) is outlined in their individual UNBC employment contract.

3.2 Probationary Period

All new employees are subject to a probationary period of six (6) months. If, despite best efforts, the employee's performance is not satisfactory, the probationary period may be extended, or the employment ended by UNBC at its discretion.

3.3 Trial Period

For employees who apply for and are successful in their application for a new internal exempt position at UNBC, there is a trial period of six (6) months. During this trial period, the employee's performance will be carefully reviewed by their direct supervisor. The trial period is also the employee's opportunity to evaluate the job and the work environment. During the trial period, if it becomes evident to UNBC that the employee will not satisfy the job requirements, or the employee decides not to continue in the position, the trial period may be ended.

3.4 Hours of Work

The normal work week for a full-time employee is five (5) days per week and an average of seven (7) hours per day. The normal work week may vary depending on each unit's operating hours.

Due to the nature of work for exempt employees, flexibility is required to accommodate varying workloads and operational needs. These employees are normally expected to be self-directing concerning their job function, and may sometimes find it necessary to work more than an average work week to meet outcomes and accountabilities.

3.5 Travel Time

Subject to advance approval to travel outside of your normal location of work by your supervisor, regular travel time will be recognized as part of work schedules. “Travel time” means time spent traveling from point to point. UNBC may determine the most expedient means of such travel.

4.0 Benefits Information

4.1 Health Benefits

Regular full-time and part-time employees who work a minimum of 18 hours per week (=0.51 full-time equivalent) will receive the following benefits:

- Basic Life Insurance
- Optional Life Insurance, Optional Spousal Life Insurance, Optional Critical Illness Insurance
- Accidental Death & Dismemberment Insurance
- Voluntary Accidental Death & Dismemberment Insurance
- Long-Term Disability (employee paid)
- Dental Benefits
- Extended Health
- Employee & Family Assistance Program

Part-time employees who work 0.51 to 0.74 of a full-time equivalent are entitled to the above benefits on a cost-shared basis (75% employer and 25% employee).
Term employees with a term length of six (6) months or greater are eligible for some of the benefits listed above.

Detailed information regarding benefit eligibility can be found on the Human Resources website. **unbc.ca/human-resources/employee-benefit**

4.2 Defined Contribution Pension Plan

Regular full-time and part-time employees who work a minimum of 18 hours per week (.51 full-time equivalent) will be enrolled in UNBC’s Pension Plan on their date of hire.

Detailed information regarding the pension plan can be found on the Human Resources website. **unbc.ca/human-resources/unbc-pension-plan**

4.3 Northern Sport Centre Membership

4.3.1 Annual Membership

When an employee purchases basic membership at the Northern Sport Centre and participates in twenty (20) visits over a three (3) month period, 100% of the membership dues paid will be refunded to the employee. In addition, the remainder of the year's basic membership dues will be paid by UNBC.

All refunded and exempted dues are a taxable benefit and are subject to applicable statutory deductions.

4.3.2 Drop-In

If an employee prefers to use the facility on an occasional basis, UNBC will pay the drop-in fee. UNBC will pilot a drop-in program until Dec. 31, 2023, to further understand the costs of the program and needs of our employees. This will be reviewed in January 2024.

4.3.3 Term Employee Eligibility

Both options are available for term employees for the length of their term.

5.0 Vacation And Other Holidays

5.1 Annual Vacation

In the first year of employment, regular and term employees will receive a pro-rated amount of vacation days until Dec. 31 of that year.

Employment Length	Exempt Employees and Managers	Directors (including assistant/ associate directors) / Registrar/ Deans/AVP
1st to 4th Year	20 days	25 days
5th to 9th Year	25 days	30 days
10th to 19th Year	30 days	35 days
20+ Years	35 days	35 days

Term employees with terms of one year or less receive eight percent (8%) pay on their bi-weekly salary. If an extension should carry an employee beyond one year, vacation accrual commences on the 1st pay period following the date of the extension.

Exempt casual employees receive six percent (6%) vacation pay on their bi-weekly wages.

Annual vacation is taken within the year in which it is earned and arranged with their

supervisor. If a full allotment of vacation time cannot operationally be scheduled in the year in which it was earned, it will be rolled into the next year; if not taken in the next year, it will be paid out. Employees are encouraged and should strive to take a minimum of three (3) weeks' vacation. All vacation will be pro-rated in the first year.

5.2 President's Discretionary Days

When the President declares an official University holiday between Christmas and New Year's Day, employees will receive such days as paid days off, with no deduction from their vacation bank.

5.3 Statutory Holidays

Regular and term employees receive the following statutory holidays:

New Year's Day	BC Day
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

and any other provincially or federally designated statutory holiday.

6.0 Absence From Work

6.1 Sick Leave

UNBC recognizes that unavoidable absences may occur because of illness or accident and for this reason, provides a sick leave benefit that provides income protection during these situations.

All regular full-time and part-time employees on sick leave receive one hundred percent (100%) of their salary for a maximum of sixty (60) calendar days each calendar year of short-term disability. In a situation where absence due to illness spans calendar years, the maximum period for that illness of leave with full pay is sixty (60) calendar days.

Term employees receive six (6) working days of sick leave per year.

An employee unable to work because of illness or accident must inform the employee's direct supervisor as soon as reasonably possible.

For any absence due to sickness or disability greater than five (5) consecutive working days, the employee may be required to provide clear, current, and credible medical information that satisfies UNBC's need to provide a safe and productive work and learning environment. Lack of such documentation may result in the absence being treated as leave without pay. The cost of the documentation is borne by UNBC.

Where there has been a pattern or high usage of sick leave, UNBC may request clear, current, and credible medical information that satisfies UNBC's need to provide a safe and productive work and learning environment.

6.2 Worker's Compensation

If the cause of absence from work is illness or accident compensable under the Workers' Compensation Act, the employee will apply for compensation under the provisions of the legislation. If the employee receives such compensation, UNBC, for a maximum period of sixty (60) calendar days, will pay the difference between one hundred percent (100%) of the employee's net salary and the compensation received under the Workers' Compensation Act.

6.3 Bereavement Leave

In the case of bereavement of an immediate family member, regular and term employees, not on leave of absence without pay, are eligible to receive bereavement leave of up to five (5) working days at their regular rate of pay.

Such leaves are normally taken within one (1) week of the death of the family member. Where circumstances do not allow the leave to be taken within one (1) week, exceptions may be granted by the supervisor.

Employee requests for an extended absence from work due to bereavement will be taken as vacation time or an unpaid leave of absence.

6.4 Family Responsibility Leave

Employees may take up to five (5) days with pay during a calendar year to provide for the medical needs of an immediate family member during an illness.

Employee requests for an extended absence from work due to family responsibilities will be taken as vacation time or an unpaid leave of absence. Employees may wish to review eligibility for Family Caregiver Benefits offered through Employment Insurance (EI).

6.5 Compassionate Care Leave

Employees may take up to five (5) days with pay during a calendar year to attend to an immediate family member who has a life-threatening injury or illness.

Employee requests for an extended absence from work due to compassionate care of an immediate family member will be taken as vacation time or an unpaid leave of absence. Employees may wish to review eligibility for Compassionate Care Leave benefits under the Employment Standards Act which allows for compensation through Employment Insurance (EI).

6.6 Court Leave

Exempt employees who are summoned to be a witness or juror by a court or anybody with the power of subpoena must notify their supervisor of the summons as soon as possible if their attendance requires them to be absent from their scheduled responsibilities. The employee must supply a copy of the summons, providing the court appearance is not occasioned by the employee's private affairs. UNBC maintains all salary, benefits, and pension contributions of employees who have been summoned. Any monies received by the employee during the court duties must be surrendered to UNBC.

6.7 Cultural Leave for Indigenous Employees

UNBC will allow Indigenous employees reasonable leave of absence with pay for up to two (2) days per calendar year, to attend Indigenous ceremonial gatherings or cultural activities in fulfillment of cultural obligations. The employee will seek approval of leave from their supervisor. Such leave requests will not be unreasonably denied.

6.8 Leave of Absence without Pay

6.8.1 All regular employees may apply for an unpaid leave of absence after two (2) years of continuous service at UNBC. UNBC will make reasonable efforts to comply with such requests within one (1) month of employees submitting the request.

6.8.2 Upon employee request, UNBC may, at its sole discretion, grant a leave of absence without pay as follows:

i. Education leaves for a period not exceeding twenty-four (24) consecutive months.

ii. General leaves for a period not exceeding twelve (12) consecutive months.

iii. Leave of absence extensions beyond twenty-four (24) consecutive months.

6.8.3 Upon return from such leave, employees are reinstated in their previous position and at their former salary plus scale changes applicable to that job classification.

6.8.4 Employees must request a leave of absence in writing and submit the request to their direct supervisor as far in advance of the leave as possible. Employees must also forward a copy of the request to the Director of Human Resources who will make every effort to ensure requests receive equitable treatment throughout UNBC.

6.8.5 The levels of approval for a leave of absence are as follows:

i. Less than one (1) month—approval by the direct supervisor in consultation with the Director of Human Resources.
ii. Greater than one (1) month—approval by the direct supervisor, the appropriate Dean/Director/Vice President/President, and the Director of Human Resources.

6.8.6 Depending on the length of the leave, the maintenance of the benefit premiums are as follows:

i. Leaves of one (1) month or less—both UNBC and the employee continue to pay their portion of the benefit premiums and pension contributions.

ii. Leaves greater than one (1) month—UNBC portion of benefit premiums and pension contributions terminates at the end of the first month of the employee's leave. Employees will be offered to maintain their benefits premiums subject to the group benefits provider's approval.

iii. If an employee chooses not to maintain the premiums, or is not approved by the group benefits provider, proof of insurability and the applicable waiting period may result upon return to work.

6.8.7 Vacation entitlements will not be accrued while an employee is on an approved leave of absence without pay.

6.9 Maternity Leave Benefit

6.9.1 In addition to the applicable sections of the Employment Standards Act, regular full-time and regular part-time employees are eligible for maternity leave benefits offered by UNBC.

6.9.2 Term employees are entitled to maternity leave as per the British Columbia Employment Standards Act but not the UNBC maternity leave benefits.

6.9.3 To qualify for UNBC maternity leave benefits, employees must submit the following:

i. A leave form to their supervisor at least four (4) weeks before the commencement of the leave; and

ii. A certificate from a duly qualified medical practitioner to Human Resources certifying that the employee is pregnant and specifying the estimated date of birth of the child.

6.9.4 Upon receipt of an application for maternity leave, UNBC will grant maternity leave to employees consistent in timing and duration with the British Columbia Employment Standards Act.

6.9.5 Eligible employees with more than one (1) year of service, who have applied for, and received EI benefits under the Employment Insurance Act, are eligible to receive a maternity leave benefit allowance, paid by UNBC, as follows:

i. First one (1) week—employees receive one hundred percent (100%) of their weekly salary at the time of going on leave.

ii. The remainder of the maternity leave and up to fifteen (15) weeks during which employees collect EI—employees receive payments equivalent to the difference between Employment Insurance benefits they are receiving and one hundred percent (100%) of their weekly salary at the time of going on leave.

6.9.6 Employees and UNBC continue to contribute to the group pension and benefit plans based on one hundred percent (100%) of salary.

6.9.7 Records of Employment are filed electronically with Service Canada within the time period per the current requirement of Service Canada.

6.9.8 Employees' vacation entitlements continue to accrue during the maternity leave.

6.10 Parental Leave Benefit

6.10.1 In addition to the applicable sections of the Employment Standards Act, regular full-time and regular part-time employees are eligible for UNBC parental leave benefits.

6.10.2 Term employees are entitled to parental leave in accordance with the British Columbia Employment Standards Act but not UNBC's parental leave benefit allowance.

6.10.3 Employees who become the natural parent of a child, adopt a child or have adopted a child are entitled to parental leave benefit provided the following:

i. They have submitted a leave form to their direct supervisor no later than four (4) weeks prior to the commencement of the leave, or if four (4) weeks' notice is not possible due to unforeseeable circumstances, the request is submitted as soon as the need for parental leave becomes known; and

ii. The written application advises the supervisor of the expected date of delivery/ adoption, the intent for taking parental leave, the anticipated commencement date, and the expected duration of such leave.

6.10.4 Upon receipt of a parental leave application, UNBC grants parental leave to employees consistent with timing and duration outlined in the British Columbia Employment Standards Act, including, but not limited to, with the following provisions:

i. The parents may choose between two options:

a. Standard parental leave
b. Extended parental leave

The choice made determines the number of weeks and the weekly amount of Employment Insurance that may be received.

ii. The parents may take their leaves at the same time or at different times.

iii. Parental leave benefits for biological parents and their partners are payable from the child's birthdate, and for adoptive parents and their partners from the date the child is placed with them.

iv. Parental leave benefits are only available within the 52 weeks following the child's birth, or for adoptive parents within the 52 weeks from the date the child is placed with the employee's family.

v. For employees taking parental leave up to thirty-five (35) weeks, UNBC provides employees with a bi-weekly parental leave top-up of 100% of the employee's compensation at the time of going on leave, minus the EI benefit for the entire length of parental leave, upon confirmation of the employee's EI benefit.

vi. For employees taking extended parental leave greater than thirty-five (35) and up to sixty-one (61) weeks, UNBC will provide the employee with the total top-up dollar amount calculated as one-hundred percent (100%) of thirty-five (35) weeks of the employee's compensation at the time of going on leave minus the EI standard upon confirmation of the employee's EI benefit.

6.10.5 Contributions to the pension and benefit plans continue on the part of the employee and UNBC based on one-hundred percent (100%) of salary at the time of going on leave

6.10.6 For employees not utilizing maternity leave, the following process must be adhered to before commencement of the Parental Leave Allowance as defined above:

i. Employees must submit a leave form approved by their direct supervisor to human resources.

ii. Employees must submit a certificate from a duly qualified medical practitioner certifying that either the employee or partner is pregnant and specifying the estimated birth date, or documenting the actual date of birth of the child.

6.10.7 Records of Employment are filed electronically with Service Canada within the period per the current requirement of Service Canada.

6.10.8 To receive the Parental Leave Benefit allowance defined above, employees must supply UNBC with proof of application to Employment Insurance.

6.10.9 Employees' vacation entitlements continue to accrue during the parental leave.

6.10.10 Any extension of parental leave utilizing accrued vacation must be submitted and approved by the supervisor in advance.

6.10.11 Regular employees must return to work for one (1) year of continuous service following parental leave. If a regular employee leaves UNBC before completing one (1) year of service, they will be required to re-pay a prorated amount of the top up and one (1) week bridging benefits based on the number of days worked since the employee's return from leave.

6.11 Self-Funded Leave Plan

UNBC provides all members of the Exempt Employees Group with a self-funded leave plan as qualifies under the Income Tax Act and the UNBC Self-Funded Leave Plan policy (Appendix "B").

7.0 Professional Development (PD)

UNBC is committed to providing professional development opportunities for employees as part of a leadership development strategy. UNBC recognizes that ongoing professional development is required for employees to be current in their field of expertise, and to continue to enhance performance, ability, engagement and effectiveness. UNBC encourages and supports continued learning and development and asks that supervisors commit to conversations with their employees that facilitate professional development opportunities.

7.1 Professional Development Fund

7.1.1 Employees (term greater than six (6) months and minimum eighteen (18) hours per week, except those on unpaid leave) are eligible for PD allowances as follows:

Position (examples but not limited)	Salary Ranges	Annual Allowance
Associate Vice Presidents	SL2	$5,000.00
Executive Directors, Directors, CIO, Registrar	SL1, L3	$2,500.00
Assistant Directors, Associate Directors, Associate Registrars, Senior positions (HR, Finance, Purchasing, etc.), Chief Engineer, Managers	L2, L1, SP3	$1,500.00
Specialized Staff	SP2, SP1	$800.00
Administrative Staff, EA's	OA2, OA1	$600.00

7.1.2 The PD fund is to be used for the purchase of items related to the performance of an employee's UNBC-related professional duties. Subject to documentation in accordance with UNBC requirements, UNBC reimburses employees up to the maximum sum as stipulated in the above table. Expenditures that can be classified as UNBC career-related include, but are not limited to, the following:

i. Books

ii. Subscriptions

iii. Courses

iv. Equipment directly related to professional activities

v. Travel-related expenses not covered by or over other travel grants.

7.1.3 Unused PD in a fiscal year are carried forward to the member's PD fund for the next fiscal year and can be rolled over for four (4) years.

In the case where an employee has four (4) years of unused funds, the excess funds will be rolled into an exempt pooled fund that will be used to support exempt employees in need of additional funds for PD.

The pooled fund (when funds are available) will be distributed on a case-by-case basis. Employees wanting to access this pooled fund must apply their PD funds first. If the remaining funds can be covered by the pooled fund then the employee requesting the additional funds will submit a request to the Director of Human Resources who will make a final decision in consultation with the Vice President, Finance and Administration. The Director of Human Resources will communicate to the employee if additional PD funds will be applied.

Items purchased under "Professional Development" are deemed to be the property of UNBC.

Further information can be found in the Professional Development Funds document which will be amended from time to time.

Specific to the Exempt Handbook rollout *** Effective July 1, 2023, if an employee's PD fund is in excess of four (4) years of allocation, based on new allocation amounts, no further amount will be added to the fund. Effective July 1, 2024, any amount in excess of the four (4) year total will be placed in the pooled fund.***

7.2 Membership Dues in Professional Associations

7.2.1 UNBC pays for membership dues that are directly related to a professional certification or designation required for a position (e.g., Certified Professional Accountant) for regular employees and term employees greater than one (1) year.

7.2.2 Where membership in a professional association is not required by UNBC, a membership may be paid from the employee's PD allowance. The employee's supervisor is responsible for reviewing their request and approving eligibility.

7.3 President's Leadership Initiative (Master of Business Administration (MBA) Tuition Subsidy Program)

UNBC provides a tuition subsidy for enrolment in the MBA Program for up to three (3) employees per year whose professional goals are aligned with UNBC's strategic direction and operational objectives. Please refer to the President's Leadership Initiative document for terms and conditions (Appendix "A"), which UNBC reserves the right to amend from time to time.

7.4 Continuing Studies Public Courses

UNBC will pay for up to three (3) exempt employees to partake in Continuing Studies public courses per annum (maximum of one course per employee per year). These courses support opportunities for personal and professional development by enabling employees to prepare for promotional advancement, upgrade their present skills, and develop new skills and competencies. Intake is on a first-to-register basis with the supervisor's and the Director of Human Resources' approval to ensure requests are within the allocated budget.

7.5 Professional Development Leave (Associate Vice Presidents (SL2), Executive Directors, Directors, CIO, Registrar (SL1, L3))

UNBC recognizes that its continuing capacity to respond to new priorities and challenges depends on a knowledgeable administrative group with transferable skills. Professional Development Leaves serve the objectives and goals of UNBC by providing directors with a regular opportunity to engage in professional activities at intervals frequent enough to enable them to maintain and enhance their professional effectiveness. For every three (3) years of service, a director is eligible to apply for leave equivalent to one semester (13 weeks).

The purposes for which a Professional Leave may be granted are the following:

i. The acquisition of skills and knowledge in an area related to their responsibilities.

ii. The development of new areas of specialization relevant to UNBC.

iii. Completion of a formal course of studies leading to an advanced degree.

The non-degree related activities undertaken for the purposes outlined above would normally be for a minimum period of one (1) month and would include activities such as short-credit and non-credit courses, special training programs and workshops, and on-site training experiences. Normally, the activities will be offered through another institution.

Directors holding permanent appointments and with at least three years of service at UNBC are eligible and may apply for Professional Development Leave. Leave may be applied to be taken all at once or be divided into smaller units. Directors shall receive full pay while on Professional Development Leave. Directors granted Professional Development Leave will sign a return-of-service agreement with UNBC for twenty-four (24) months.

Application shall be made to the executive no less than four (4) months prior to the commencement of the leave. The application will be reviewed by the Executive and they will render a decision no later than one (1) month after receiving the application. Such application shall include the following:

i. The program of study, the name of the educational institution and verification that the Director has been accepted into the program of study.

ii. Research program or professional activity proposed.

iii. The duration of the proposed activity.

iv. The justification and the specific benefit for UNBC.

v. Detailed report on how to manage their proposal in their absence.

vi. The amount of time requested for the leave.

vii. Detailed estimates of the costs as noted below.

UNBC, upon approval of the leave, will sponsor 100% of the following costs of the program at another accredited college or university:

i. Tuition

ii. Required text books

iii. Non-discretionary student fees

All other costs shall be the responsibility of the Director.

Directors shall be covered by UNBC's benefit plan on the same basis, including payment of premiums of contributions by both the Director and UNBC as a Director on equivalent standing who is not on leave.

In the event that the leave is not approved, the Executive shall advise the Director of the reason(s) as soon as possible. The executive will assist the Director to identify appropriate alternatives.

7.6 Internal and External Secondment

7.6.1 Following two (2) years of service in a continuing position, exempt employees may apply to take advantage of secondment to positions external to another University subject to the approval of UNBC, through the offices of the appropriate Vice President or the President.

7.6.2 Exempt employees may also be seconded to another internal position, with approval from the offices of the appropriate Vice President or President.

7.6.3 External/internal secondments are normally no longer than twenty-four (24) months and an individual is normally not eligible for another secondment until a period of twenty-four (24) months has elapsed following their return to their regular position. When secondments are approved for a full-time visiting appointment at another University, and upon evidence being adduced of the dates and responsibilities of the appointment to the satisfaction of UNBC, the period spent on the full-time visiting appointment is counted as time in service to UNBC.

7.7 Internal Job Postings

7.7.1 UNBC's goal is to fill positions with the best available candidates who have the appropriate combination of education, experience, skills, abilities, and suitability to successfully perform the duties of the position. UNBC has policies on employment equity and hiring to ensure that equal opportunity is afforded to all applicants for positions at UNBC.

7.7.2 Although UNBC typically posts new or vacant positions, UNBC may occasionally fill positions through other means (e.g., directly promoting employees where their current performance, qualifications and abilities meet the needs of new positions).

7.8 Tuition Fee Waiver

7.8.1 Regular full-time and part-time employees, their spouses (including common-law spouses), and their children are eligible for a waiver of the tuition fee for UNBC courses. Tuition fee waivers are treated by applicable Canada Revenue Agency guidelines on the reporting of taxable benefits.

7.8.2 The admission requirements set by UNBC must be met by those applying for a tuition waiver before it is granted.

7.8.3 Credit and non-credit courses offered at UNBC that are based on a cost-recovery model are not eligible for the tuition waiver. This includes Continuing Studies and MBA courses when not enrolled in the President's Leadership Initiative or in cases such as article 9.4.

7.8.4 If the course for which an employee has a tuition waiver occurs during work hours, the employee and the direct supervisor need to make arrangements to make up the time spent in the course.

7.8.5 Regular employees, their spouses, and their child(ren) may apply the tuition waiver to auditing courses.

7.8.6 In the event of the death of a regular exempt employee, the spouse and children retain their eligibility for the tuition waiver for a period of twenty (20) years (subject

to the above limitations). At the time of retirement, the employee, spouse and children can retain their eligibility for the tuition waiver for a period of eight (8) years (subject to the above limitations). The period commences from the employee's last day of employment with UNBC. For the purposes of this section, retirement shall be defined as a minimum of 50 years of age plus a minimum of 5 continuous years of service with UNBC.

7.8.7 If the eligibility for the tuition waiver is terminated during an academic semester in which an employee, an employee's spouse, or an employee's child(ren) is enrolled at UNBC, the tuition waiver is deemed to be in effect until the end of the semester.

7.9 Performance Feedback

7.9.1 UNBC believes that it is important for the performance of each employee to be evaluated at least once each calendar year. This evaluation is intended to enable employees to receive feedback on all areas of their job profile, to assist them to become more effective in their jobs and to discuss professional development opportunities. The performance feedback will be used to assist leadership in assessing pay for performance. The tools used to assist in providing feedback will change from time to time.

7.9.2 In preparation for such a conversation, employees are encouraged to objectively assess their performance over the past year and develop a personal development plan. Goals, possible performance improvements, and career development should all be considered by employees. Employees should identify actions they need to take and ways that their supervisor might be able to assist.

8.0 Compensation

8.1 Framework

8.1.1 The compensation framework, which is subject to change from time to time at the sole discretion of UNBC, was developed with the following objectives:

i. Align with the strategic priorities of UNBC by supporting recruitment and retention of outstanding leadership, while adopting a prudent approach.

ii. Manage financial affordability and sustainability.

iii. Reward career growth and development by allowing for progression through the ranges based on proficiency and performance.

iv. Ensure long-term market competitiveness by targeting the 50th percentile of the market.

v. Ensure equity and follow Public Sector Employers Council (PSEC) guidelines.

A document outlining the compensation framework in further detail will be available online and will be amended from time to time.

8.2 Additional Duties Pay :

Policy can be found at:
our.unbc.ca/sites/Policies/development/Policy/Additional%20Duties%20Pay.pdf#search=additional%20duties%20pay

Forms to submit can be found at:
unbc.ca/sites/default/files/sections/human-resources/20211216adpform.pdf

8.3 Acting Pay

8.3.1 Acting pay is applied in alignment with professional development opportunities for employees, and may be awarded for assuming significant responsibilities and the principal duties for a higher-level job for a period of two (2) consecutive weeks, but of no more than six (6) months.

8.3.2 Acting pay is to compensate an employee who has been asked to temporarily substitute in, or perform the principal duties of, a position in a higher salary grade. Acting pay ceases at the end of the temporary assignment.

8.3.3 All requests for acting pay must be submitted to the Director of Human Resources (or approved delegate) for approval.

8.3.4 When Acting Pay is approved, the exempt employee is placed at the bottom of the salary range for the senior position or an additional twelve percent (12%) to their current salary, whichever is greater. In no case will the employee be paid above the top of the range.

9.0 Leaving UNBC

9.1 Resignation

When employees decide to leave UNBC, they are encouraged to provide UNBC with a reasonable amount of notice, so their supervisor and colleagues can arrange a smooth transition. A longer notice is desirable.

9.2 Retirement

9.2.1 When employees decide to retire, UNBC encourages them to provide UNBC with several months of written notice, so that appropriate planning can occur.

9.2.2 There is no mandatory retirement age; however, for employees' who plan to work past the age of 65, their benefits coverage is impacted. More information can be found on the Human Resources website.

10.0 Reimbursements

10.1 Cancelled Personal Plans

Situations may arise when urgent UNBC business interferes with an employee's personal plans.

When a vacation has been approved in advance and is cancelled by UNBC, or when overtime is required, and when an employee has made arrangements and incurred personal costs that cannot be recouped, UNBC reimburses these costs in full to the employee.

Appendix A

The President's Leadership Initiative

1. Purpose

The purpose of the President's Leadership Initiative is to provide an approved tuition subsidy for up to three (3) regular, exempt employees (each academic year) to the Master of Business Administration (MBA) Program at UNBC, when space is available.

2. Scope

This Program applies to all regular, exempt employees.

3. Program

The University of Northern British Columbia (UNBC) is committed to providing professional development opportunities for employees as part of a leadership development strategy. The University will provide a tuition subsidy for enrolment in the MBA Program for up to three (3) employees per year whose professional goals are aligned with the University's strategic direction and operational objectives. Applications will be placed in priority order based on the decision criteria outlined in the process. Acceptance into the President's Leadership Initiative Program is subject to seat availability within the MBA Program. The employee is responsible for familiarizing themselves with the UNBC Graduate Calendar, and is expected to abide by the Student Code of Conduct and all other applicable regulations and policies. Employees who receive the tuition subsidy will be required to sign a return of service commitment of twenty-four (24) months beginning the date the employee graduates from the program. The return of service commitment is a retention tool designed to provide leadership continuity within the University, and to generate a return on investment for our commitment to growing the skillset of our exempt staff.

4. Process

First, the employee must apply and be accepted to the MBA Program through the Office of the Registrar. To apply for acceptance into the President's Leadership Initiative, the employee must submit an application to the Eligibility Committee by April 1, prior to the start of the MBA Program in August. The employee's application package must be submitted to Human Resources for review by the Eligibility Committee. The application package must include:

a. Proof of acceptance into the MBA Program;

b. A one to two (1-2) page Letter of Intent, signed by the employee and their immediate supervisor outlining the following:

- **i.** Why the employee is a good candidate for the MBA Program;
- **ii.** How the employee will manage workload while attending the program;
- **iii.** How the employee will maintain accountabilities of their position and meet program demands of the MBA Program;

iv. How the employee's career goals fit within the program in relation to the University's strategic direction and operational objectives;

v. How the employee's involvement with the MBA Program will benefit the future of UNBC.

c. A Tuition Subsidy Application Form (see Appendix I) signed and approved by the immediate supervisor and Director, Senior Leader or designate.

The Eligibility Committee will notify the employee of their acceptance into the President's Leadership Initiative by May 30, prior to the start of the MBA Program in August. The Eligibility Committee will send the approved application package to Human Resources and Finance for processing. The employee's approved application package will be filed in their official personnel file in Human Resources. Please note, if the employee is not accepted, the applicant can reapply to the President's Leadership Initiative the subsequent years following the same process, or register for the MBA Program at the full cost.

5. Application Process

a. The tuition subsidy will not be disbursed until a Tuition Subsidy Application Form has been properly completed and authorized by the employee's Director, Senior Leader, or designate (including the Return of Service Commitment section);

b. Employees must submit the appropriate form and applicable supporting documentation for authorization to the Eligibility Committee after acceptance into the program, and by April 1, prior to the start of the MBA Program.

6. Eligibility Committee

The purpose of the Eligibility Committee is to review employee applications for strategic fit and alignment with organizational goals and succession plans. The committee will be comprised of a Human Resources representative, the MBA Director, and a representative from the Senior Leadership team (or designate). The Eligibility Committee will consider the following decision criteria when approving applications:

a. The future benefit to the University;

b. The alignment of the education with the employee's professional development plan, in addition to the University and department's strategic priorities;

c. The employee's performance;

d. Potential for leadership continuity;

e. The existence of plans to encourage the application of knowledge and skills learned;

f. The current availability of resources to mitigate operational impact.

The University reserves the right to limit the number of employees (and students accepted into the MBA Program.

7. Financial Responsibility

a. Each employee accepted into the program will pay $1,500 per semester for five (5) semesters (21 months) plus applicable student fees and textbooks. The employee paid portion will be assessed each year and will be reconsidered based on tuition and program cost increases. The University reserves the right to increase or decrease program costs;

b. The employee is entitled to use their professional development funds towards the cost of the program;

- **i.** The employee must pay the amount owing personally, complete a Professional Development Claim form, and submit the form to Finance for reimbursement.

c. The employee will receive a T2202A for the amount of the employee paid portion only.

8. Unsuccessful Completion

Should an employee fail to complete the MBA Program or meet the required academic standards as outlined in the Graduate Calendar, the employee will not be reimbursed for the employee paid portion of tuition.

9. Return of Service Commitment

a. The University requires a twenty-four (24) month return of service commitment from employees who receive tuition subsidy to the MBA Program;

b. The approved costs and the expected return of service commitment will be shown on the approved Tuition Subsidy Application Form;

c. Human Resources will file the application form in the employee's official personnel file;

d. The return of service commitment period will start immediately following graduation from the MBA Program;

e. The length of the commitment will be the same for both part-time and full-time employees;

f. If an employee resigns from their position within twenty-four (24) months of graduation from the MBA Program within the return of service commitment period, the employee will reimburse the University for the employer cost of the MBA Program on the basis of 1/24th for each unserved month of employment;

g. The employee will repay the calculated employer cost of the MBA Program within 30 days of their resignation date.

10. Eligibility for the President's Leadership Initiative

a. Regular full-time or regular part-time exempt employees;

b. This tuition subsidy does not apply to dependents.

11. Contact Information

If you have any questions or for a copy of the Tuition Subsidy Application Form, please contact a Human Resources Advisor.

Appendix B

Self-Funded Leave Plan Policy

The following sets out the terms of the Self-Funded Leave Plan for the Exempt Employees of the University of Northern British Columbia,

1. Definitions

"Accrued Interest" means the amount of interest earned in accordance with clause 3.3 on the monies retained by UNBC on behalf of the employee, calculated from:

a. the first day any of such monies has been received by the eligible financial institution or
b. the last date to which interest has been paid in accordance with clause 3.5, whichever is later.

"Contract Year" means the twelve (12) month period from July 1 to June 30.

"Current compensation amount" means the total compensation payable by UNBC to the employee for the contract year, including his/her proper salary and all allowances in accordance with the terms and conditions of employment.

"Deferral Period" shall be the number of years not to exceed six (6) years for which compensation is deferred in accordance with clause 3.1, including the years referred to in clauses 4.4 and 4.5, if applicable. To allow for the possible application of these clauses, the original deferral period should not exceed five (5) years.

"Deferred compensation amount" means the portion of the current compensation amount that is retained by UNBC for an employee in each year in accordance with clause 3.1 and augmented from time to time by interest thereon calculated in accordance with clause 3.3 but less all interest paid to the employee in accordance with clause 3.4.

"Eligible employee" means an employee of UNBC in continuing full-time employment with at least three (3) years of service at University of Northern British Columbia.

"Eligible financial institution" means any Canadian chartered bank, any trust company authorized to carry on business in the Province of British Columbia, and any financial institution participating in the Federal Deposit Insurance Plan authorized to carry on business in the Province of British Columbia.

"Leave of absence" means the period described in clause 4.1.

"Memorandum of agreement" means the agreement described in Schedule "A".

"Employee" means an eligible employee who has completed a memorandum of agreement and whose application for participation in the Plan has been approved by UNBC in accordance with clause 2.2

"Plan" means the Self-Funded Leave Plan set out in this Plan and includes all amendments thereto.

2. Application

Formal Application:

2.1 In order to participate in the Plan, an eligible employee must make written application by way of Schedule "A" to the direct Supervisor at least three months prior to the requested commencement of deferrals under the Plan or at a date otherwise agreed between UNBC and the employee, stating the date when the eligible employee wishes the deferrals to commence.

Approval:

2.2 The approval of each application made under clause 2.1 will be considered by the direct Supervisor, who will forward it to the Director or Dean, who will then present it to the appropriate Executive for final approval at President's Council. The President's Council will, at least one month prior to the requested commencement of deferrals under the Plan or at a date otherwise agreed between UNBC and the employee, advise each applicant of approval or disapproval of the application, and if the latter, an explanation thereof.

2.3 It is understood that the total number of exempt employees on leave of absence under the Plan in any one year will not exceed three (3) full-time equivalent exempt employees on staff.

Date of Participation:

2.4 If the President's Council gives approval in accordance with clause 2.2, the participation of the eligible employee in the Plan will become effective on the date requested by the eligible employee, or if such date is not agreed to by the President's Council then on a date that is agreed to by the President's Council and the eligible employee.

3. Funding For Leaves of Absence

Funding for leave of absence shall be as follows:

Compensation Deferred:

3.1 During each year of the deferral period, the employee will receive the employee's current compensation amount, less the percentage amount that the employee has specified in the memorandum of agreement that is to be retained by UNBC and less statutory deductions and other withholdings. Such percentage amount may be varied, subject to clause 3.2, by giving written notice to UNBC at least one (1) month prior to July 1 in any year for the next or subsequent years.

Maximum Percentage Deferred:

3.2 The percentage of the annual current compensation amount deferred by the employee cannot exceed thirty-three and one-third (33 1/3%) per cent.

Investment of Deferred Compensation:

3.3 The monies retained by UNBC for each employee, in accordance with clause 3.1, including interest thereon (until paid out in accordance with clause 3.4) shall be pooled and shall be invested and reinvested by UNBC in investments offered from time to time by an eligible financial institution. The monies retained shall be forwarded to the eligible financial institution within fifteen (15) calendar days.

Payment of Accrued Interest:

3.4 The eligible financial institution will pay the accrued interest on each Dec. 31 to the employee.

Reporting to Employees:

3.5 UNBC will make, no later than July 31 of each year, an annual report to each employee as to the deferred compensation amount held as of June 30.

4. Taking of Absence

The taking of a leave of absence shall be governed by the following provisions:

4.1 The leave of absence will begin and end on dates mutually agreed upon between the employee and UNBC. The period of leave will be from a minimum of six (6) to a maximum of twelve (12) consecutive months.

Manner of Payment during Leave:

4.2 The time and manner of payment to the employee during the leave of absence will be in accordance with a plan determined by the employee prior to the commencement of leave, but in any event payments shall not be more frequently than provided for the payment of regular salaries and all amounts payable shall be paid to the employee no later than the end of the first taxation year that commences after the end of the deferral period.

Amount of Payment during Leave:

4.3 The total of the payments to be made to an employee in accordance with clause 4.2 during a leave of absence shall be the deferred compensation amount retained by UNBC, but less any monies required by law and subject to Revenue Canada rules and regulations to be paid by UNBC for or on behalf of an employee. The employee will not receive any salary from UNBC or from any other person or partnership with whom UNBC does not deal at arm's length during the leave other than the deferred compensation amount.

University's Right to Refuse Leave:

4.4 If UNBC is unable to obtain a suitable replacement for an employee for the period of a leave of absence specified in the memorandum of agreement, UNBC, upon not less than six (6) months' notice prior to the scheduled date for the commencement of the leave, may in its discretion defer the leave of absence, on one occasion only, for one year. In such case, the employee may choose to remain in the Plan or may withdraw from the Plan.

Employee's Right to Defer Leave:

4.5 Notwithstanding the period of leave specified in the memorandum of agreement, an employee may, on one occasion only, with the consent of the President's Council given not less than six (6) months' notice prior to the scheduled date for the commencement of the leave, postpone such leave for one year. If the employee does not take a leave of absence in the designated period the deferred amount must be paid to the employee in the first year that commences after the end of the deferral period.

Leave of Absence:

4.6 The leave of absence shall immediately follow the deferral period.

5. Withdrawal

Termination of Employment:

5.1 An employee who ceases to be employed by UNBC also terminates participation in the Plan.

Withdrawal from Plan:

5.2 An employee may withdraw from the Plan upon giving written notice of withdrawal not less than six (6) months prior to the date on which the leave of absence is to commence. Withdrawal from the plan is contemplated only in the case of financial or other undue hardship.

Payment:

5.3 Upon termination of employment and/or withdrawal from the Plan, UNBC will pay to the employee the deferred compensation amount, including any unpaid interest within sixty (60) days or, at the option of the employee, at a later date but no later than the end of the first taxation year that commences after the end of the deferral period. Upon such payment being made UNBC will have no further liability to the employee.

Upon Death:

5.4 Should an employee die, UNBC will within sixty (60) days of notification of such death pay any deferred compensation amount retained at the time of death to the employee's estate, subject to UNBC receiving any necessary clearances and proofs normally required for payment to estates.

6. Termination or Amendment of Plan

6.1 The Plan shall not be terminated or amended without agreement of the Exempt Employees Group during the term of this Handbook.

7. General

7.1 UNBC will bear the administrative expenses of the Plan.

7.2 An employee's fringe benefits will be administered by UNBC during the leave of absence; however, the full premium costs of all fringe benefits shall be paid by the employee through payroll deduction.

7.3 It is understood that during the leave of absence no sick leave credits will be earned or used.

7.4 The employee shall be required to register an intent to participate in the Self-Funded Leave Plan a minimum of one (1) month prior to commencement of salary deferral.

7.6 Upon resumption of duties, the employee will be assigned either to the same position or an equivalent position.

UNIVERSITY OF NORTHERN BRITISH COLUMBIA

BOARD OF GOVERNORS – PUBLIC SESSION

Meeting Date:	March 30, 2023
Agenda Item:	6.ii.j. Board of Governors Code of Ethical Conduct – Discussion and Annual Signing – C. Wishart
Material:	1. Board of Governors Code of Ethical Conduct

Most recent review and approval:
June 19, 2021 – Board of Governors – Motion #2021BP06.19.06

UNIVERSITY OF NORTHERN BRITISH COLUMBIA

BOARD OF GOVERNORS

CODE OF ETHICAL CONDUCT

"The members of the board of a university must act in the best interests of the university".
[s. 19.1 *University Act* (RSBC1996, c. 468)]

This Code of Ethical Conduct is reviewed annually by the UNBC Board of Governors, and is to be signed by each Board Member on an annual basis.

The Government of British Columbia, through its Taxpayer Accountability Principles, established Standards of Conduct Guidelines for the BC public sector which set out key principles that organizations must incorporate into their respective codes of conduct.

All organizations must endeavor to strengthen accountability, promote cost control, and ensure their organization operates in the best interests of its stakeholders in keeping with the Taxpayer Accountability Principles. Codes of conduct for public sector organizations must be approved by the Minister of Finance and include conflict of interest provisions and post-employment provisions.

Guidance on minimum standards of ethical conduct for Board Members in a public sector organization are provided by the Crown Agencies and Board Resourcing Office, and are adopted here, in their entirety, without amendment, by the UNBC Board of Governors.

For UNBC's purposes, references to "directors *appointed by the Province of British Columbia*, is interpreted to *include* "the Chancellor and directors *elected* to the Board of Governors," and "director" is interpreted to mean "Board Member".

The Standards of Ethical Conduct for Directors of Public Sector Organizations

The fundamental relationship between a director and the public sector organization on which the director serves should be one of trust; essential to trust is a commitment to honesty and integrity. Ethical conduct within this relationship imposes certain obligations.

The purpose of this document is to set out minimum standards of ethical conduct expected of all directors appointed by the Province of British Columbia to public sector organizations.

1. COMPLIANCE WITH THE LAW

1.1 Directors should act at all times in full compliance with both the letter and the spirit of all applicable laws.

1.2 In his/her relationship with the organization, no director should commit or condone an unethical or illegal act or instruct another director, employee, or supplier to do so.

1.3 Directors are expected to be sufficiently familiar with any legislation that applies to their work to recognize potential liabilities and to know when to seek legal advice. If in doubt, directors are expected to ask for clarification.

1.4 Falsifying any record of transactions is unacceptable.

1.5 Directors should not only comply fully with the law, but should also avoid any situation which could be perceived as improper or indicate a casual attitude towards compliance.

2. CONFLICTS OF INTEREST

2.1 In general, a conflict of interest exists for directors who use their position at the organization to benefit themselves, friends or families.

2.2 A director should not use his or her position with the organization to pursue or advance the director's personal interests, the interests of a related person[1], the director's business associate, corporation, union or partnership, or the interests of a person to whom the director owes an obligation.

2.3 A director should not directly or indirectly benefit from a transaction with the organization over which a director can influence decisions made by the organization.

2.4 A director should not take personal advantage of an opportunity available to the organization unless the organization has clearly and irrevocably decided against pursuing the opportunity, and the opportunity is also available to the public.

[1] "related" person means a spouse, child, parent or sibling of a director who resides with that director.

2.5 A director should not use his or her position with the organization to solicit clients for the director's business, or a business operated by a close friend, family director, business associate, corporation, union or partnership of the director, or a person to whom the director owes an obligation.

2.6 Every director should avoid any situation in which there is, or may appear to be, potential conflict[2] which could appear[3] to interfere with the director's judgment in making decisions in the organization's best interest.

2.7 There are several situations that could give rise to a conflict of interest. The most common are accepting gifts, favours or kickbacks from suppliers, close or family relationships with outside suppliers, passing confidential information to competitors or other interested parties or using privileged information inappropriately. The following are examples of the types of conduct and situations that can lead to a conflict of interest:

(i) influencing the organization to lease equipment from a business owned by the director's spouse;

(ii) influencing the organization to allocate funds to an institution where the director or his or her relative works or is involved;

(iii) participating in a decision by the organization to hire or promote a relative of the director;

(iv) influencing the organization to make all its travel arrangements through a travel agency owned by a relative of the director;

(v) influencing or participating in a decision of the organization that will directly or indirectly result in the director's own financial gain.

2.8 A director should fully disclose all circumstances that could conceivably be construed as conflict of interest.

[2] "conflict" means a conflict of interest or apparent conflict of interest

[3] "apparent" conflict of interest means any situation where it would appear to a reasonable person that the director is in a conflict of interest situation.

3. DISCLOSURE

3.1 Full disclosure enables directors to resolve unclear situations and gives an opportunity to dispose of conflicting interests before any difficulty can arise.

3.2 A director should, immediately upon becoming aware of a potential conflict of interest situation, disclose the conflict (preferably in writing) to the board chair. This requirement exists even if the director does not become aware of the conflict until after a transaction is complete.

3.3 If a director is in doubt whether a situation involves a conflict, the director should immediately seek the advice of the board chair. If appropriate, the board may wish to seek advice from the organization's ethics advisor or legal advice.

3.4 Unless a director is otherwise directed, a director should immediately take steps to resolve the conflict or remove the suspicion that it exists.

3.5 If a director is concerned that another director is in a conflict of interest situation, the director should immediately bring his or her concern to the other director's attention and request that the conflict be declared. If the other director refuses to declare the conflict, the director should immediately bring his or her concern to the attention of the board chair. If there is a concern with the board chair, the issue should be referred to the executive committee or equivalent committee of the board that deals with board governance issues.

3.6 A director should disclose the nature and extent of any conflict at the first meeting of the board after which the facts leading to the conflict have come to that director's attention. After disclosing the conflict, the director:

(i) should not take part in the discussion of the matter or vote on any questions in respect of the matter (although the director may be counted in the quorum present at the board meeting);

(ii) if the meeting is open to the public, may remain in the room, but shall not take part in that portion of the meeting during which the matter giving rise to the conflict is under discussion, and shall leave the room prior to any vote on the matter giving rise to the conflict;

(iii) should, if the meeting is not open to the public, immediately leave the meeting and not return until all discussion and voting with respect to the matter giving rise to the conflict is completed; and

(iv) should not attempt, in any way or at any time, to influence the discussion or the voting of the Board on any question relating to the matter giving rise to the conflict.

4. OUTSIDE BUSINESS INTERESTS

4.1 Directors should declare possible conflicting outside business activities at the time of appointment. Notwithstanding any outside activities, directors are required to act in the best interest of the organization.

4.2 No director should hold a significant financial interest, either directly or through a relative or associate, or hold or accept a position as an officer or director in an organization in a material relationship with the organization, where by virtue of his or her position in the organization, the director could in any way benefit the other organization by influencing the purchasing, selling or other decisions of the organization, unless that interest has been fully disclosed in writing to the organization.

4.3 A "significant financial interest" in this context is any interest substantial enough that decisions of the organization could result in a personal gain for the director.

4.4 These restrictions apply equally to interests in companies that may compete with the organization in all of its areas of activity.

4.5 Directors who have been selected to the board as a representative of a stakeholder group or region owe the same duties and loyalty to the organization and when their duties conflict with the wishes of the stakeholder or constituent, their primary duty remains to act in the best interests of the organization.

5. CONFIDENTIAL INFORMATION

5.1 Confidential information includes proprietary technical, business, financial, legal, or any other information which the organization treats as confidential.

5.2 Directors should not, either during or following the termination of an appointment, disclose such information to any outside person unless authorized.

5.3 Similarly, directors should never disclose or use confidential information gained by virtue of their association with the organization for personal gain, or to benefit friends, relatives or associates.

5.4 If in doubt about what is considered confidential, a director should seek guidance from the board chair or the CEO.

6. INVESTMENT ACTIVITY

6.1 Directors should not, either directly or through relatives or associates, acquire or dispose of any interest, including publicly traded shares, in any company while having undisclosed confidential information obtained in the course of work at the organization which could reasonably affect the value of such securities.

7. OUTSIDE EMPLOYMENT OR ASSOCIATION

7.1 A director who accepts a position with any organization that could lead to a conflict of interest or situation prejudicial to the organization's interests, should discuss the implications of accepting such a position with the board chair recognizing that acceptance of such a position might require the director's resignation from the organization's board.

8. ENTERTAINMENT, GIFTS AND FAVOURS

8.1 It is essential to fair business practices that all those who associate with the organization, as suppliers, contractors or directors, have access to the organization on equal terms.

8.2 Directors and members of their immediate families should not accept entertainment, gifts or favours that create or appear to create a favoured position for doing business with the organization. Any firm offering such inducement should be asked to cease.

8.3 Similarly, no director should offer or solicit gifts or favours in order to secure preferential treatment for themselves or the organization.

8.4 Under no circumstances should directors offer or receive cash, preferred loans, securities, or secret commissions in exchange for preferential treatment. Any director experiencing or witnessing such an offer should report the incident to the board chair immediately.

8.5 Gifts and entertainment should only be accepted or offered by a director in the normal exchanges common to established business relationships for the organization. An exchange of such gifts should create no sense of obligation on the part of the director.

8.6 Inappropriate gifts received by a director should be returned to the donor.

8.7 Full and immediate disclosure to the board chair of borderline cases will always be taken as good-faith compliance with these standards.

9. USE OF THE ORGANIZATION'S PROPERTY

9.1 A director should require the organization's approval to use property owned by the organization for personal purposes, or to purchase property from the organization unless the purchase is made through the usual channels also available to the public.

9.2 Even then, a director should not purchase property owned by the organization if that director is involved in an official capacity in some aspect of the sale or purchase.

10. RESPONSIBILITY

10.1 The organization should behave, and be perceived, as an ethical organization.

10.2 Each director should adhere to the minimum standards described herein and in the organization's code of conduct, and to the standards set out in applicable policies, guidelines or legislation.

10.3 Integrity, honesty, and trust are essential elements of the organization's success. Any director who knows or suspects a breach of the organization's code of conduct and ethics has a responsibility to report it to the board chair.

10.4 To demonstrate determination and commitment, each director should review and declare compliance with the organization's code of conduct and ethics annually.

11. BREACH

11.1 A director found to have breached their duty by violating the minimum standards set out in this document may be liable to censure or a recommendation for dismissal to the Government.

12. WHERE TO SEEK CLARIFICATION

12.1 Normally, the board chair or the executive committee chair should be responsible to provide guidance on any item concerning standards of ethical behaviour.

I ACKNOWLEDGE that I have read and understood the Code of Ethical Conduct for Members of the Board of the University of Northern British Columbia and agree to conduct myself in accordance with the Code.

Dated: _____

_____
Signature

_____
Print Name

_____
Witness Signature

_____
Print Name

UNIVERSITY OF NORTHERN BRITISH COLUMBIA

BOARD OF GOVERNORS – PUBLIC SESSION

Meeting Date:	March 30, 2023
Agenda Item:	6.iii. Finance and Investment Committee Report – A. Beswick
Material:	1. Finance and Committee Quarterly Public Written Report

UNBC UNIVERSITY OF NORTHERN BRITISH COLUMBIA

Finance and Investment Committee Report to the UNBC Board of Governors

Submitted by: Allison Beswick
Dates of meetings since last report: January 20, 2023, March 16, 2023, March 23, 2023

Topics reviewed and discussed:

1. **Motions to be brought forward to the board**
    a. Discussion included:
        - 2023/24 Consolidated Budget
        - Agreements, Scholarships, Bursaries and Awards
        - Land Trust – Principles brought for approval by the full Board
        - Terms of Reference for the University Advancement Board
        - Approval on the General Research
        - Repeal of Volunteer Expenditures Policy
        - Contract with IDL Projects Inc. for the Northern Baccalaureate Nursing Program renovation

UNIVERSITY OF NORTHERN BRITISH COLUMBIA

BOARD OF GOVERNORS – FINANCE AND INVESTMENT COMMITTEE

Meeting Date:	March 30, 2023
Agenda Item:	6.iii.a. Approval on the General Research Policy – K. Lewis
Material:	1. Draft General Research Policy 2. 2023 02 09 Draft General Research Procedures (for information only) 3. 2006 General Research Policy – to be repealed at PEC (for information only)
Motion:	*That, the Finance and Investment Committee recommends to the Board of Governors the approval of the renewal of the General Research Policy, as presented.*

UNBC UNIVERSITY OF NORTHERN BRITISH COLUMBIA

Policy

General Research	**Number:** RI 3 **Classification:** Research and Innovation **Approving Authority:** Board of Governors **Designated Executive Officer:** Vice-President, Research and Innovation **Effective Date:** **Supersedes:** General Research (2006) **Date of Last Review/Revision:** **Mandated Review Date:**

Associated Procedures: General Research Procedures

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1.0 BACKGROUND

1.1 The University of Northern British Columbia (UNBC) is a designated research-intensive university. As such, it supports research in all areas of inquiry. It especially encourages research activity relating to the peoples, resources, and issues of central and northern British Columbia, with the expectation that such activity produces results that are applicable beyond the boundaries of the mandate region of the University.

1.2 The University supports research throughout the full research cycle – from idea generation through to dissemination of results. This support includes internal grants for proof-of-concept research, research travel, research dissemination/mobilization, support for research ethics and animal care certification, facilitation of research grant writing, physical infrastructure support, liaison with major granting agencies, and many other activities.

1.3 The research activities of faculty members and students engage a great many of the organizational units of the university and support for research is provided, either directly or indirectly, by all of these units.

2.0 PURPOSE

The purpose of this policy is to set out the accountability and principles that govern research at UNBC.

3.0 PRINCIPLES

3.1. Research at UNBC includes all forms of scholarship, knowledge, and creative endeavours from all disciplines. Research activity is expected to be creative, inclusive of different ways of knowing, open, available, transparent, and academically rigorous.

3.2. The University commits to freedom of inquiry and freedom of expression in research activities and support thereof.

4.0 SCOPE

This policy applies to all individuals who conduct research and/or participate in research-related activities under the aegis of UNBC.

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5.0 DEFINITIONS

5.1. **Principal Investigator** is the lead investigator on a research project who is responsible for the design, implementation and resource management for the research project.

5.2. **Research** involves scholarly inquiry aimed at advancing knowledge.

5.3. **Research Contract** is a legally binding agreement with set deliverables. A contract generally has a defined scope of work, obligations and responsibilities, and can include ramifications to the researcher or institution if the task is not accomplished.

5.4. **Research Grant** is a legally binding agreement. Funds are granted to a researcher with an expectation, but not the requirement that set deliverables will be accomplished. The project is designed and initiated by the researcher and there are few to no contractual commitments.

6.0 POLICY

6.1. Researchers who are members of the UNBC Faculty Association are expected to engage in research activities and disseminate research findings in accordance with the current Collective Agreement between the Faculty Association and the University.

6.2. Research conducted at UNBC must comply with the University's Policies and related documents, including, but not limited to, those listed in section 10 of this Policy.

6.3. Normal teaching and service duties of the researcher should not be adversely affected by research activities. Adjustments to teaching or service commitments must be approved by the appropriate Chair and Dean, or for Division of Medical Sciences faculty, by the Associate Vice-President.

6.4. Researchers and scholars must comply with all applicable federal, funding agency, and University laws, regulations, policies, guidelines, and standards when conducting research.

6.5. The University alone has the legal capacity to enter into research contracts and research agreements which bind the University. The Board of Governors delegates responsibility to the Vice-President, Research and Innovation to approve and execute research contracts and agreements on behalf of the University, within the

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limits indicated in other University policies and procedures, including, but not limited to, those regarding signing authority, fundraising acceptance, and gift acceptance.

6.6. The Board of Governors delegates responsibility to the Vice-President, Research and Innovation for approving procedures to implement policy related to research, subject to reporting on statutory requirements and activity involving liability or risk in research.

6.7. Establishment of research accounts and approval of all non-disclosure, material transfer, and similar agreements that formally bind the University with respect to research-related activities requires the approval of the Vice-President, Research and Innovation.

6.8. Grant and contract funds are entrusted to the University for specific purposes and are not the property of any individual.

6.9. It is the Principal Investigator's responsibility to ensure that all expenditures authorized against University accounts conform with the approved budget, with all terms and conditions of the grant or contract, with all regulations of the sponsoring agency, and with all applicable University policies and regulations.

6.10. Title to equipment and material purchased with the aid of research contracts and grants is vested in the University unless otherwise specified in the terms of the contract or grant.

6.11. Where University equipment, facilities, or other resources are used for commercial purposes the rental or usage, fees must include an allowance for University overhead (see *Indirect Costs and Overhead Charges for Research and Instructional Services Policy*).

7.0 REPORTING

The Vice-President, Research and Innovation reports to the Board of Governors statutory requirements and activity involving liability or risk when they arise.

8.0 AUTHORITIES AND OFFICERS

The authorities and officers for this policy are as follows:

Approving Authority: Board of Governors
Designated Executive Officer: Vice-President, Research and Innovation
Procedural Authority: Vice-President, Research and Innovation

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Procedural Officer: Vice-President, Research and Innovation

9.0 RELEVANT LEGISLATION

University Act, RSBC 1996 c 468

10.0 RELATED POLICIES AND OTHER ASSOCIATED DOCUMENTS

10.1 University of Northern British Columbia's Strategic Research Plan
10.2 *Centres and Research Institutes Policy*
10.3 *Indirect Costs and Overhead for Research and Instructional Services Policy*
10.4 *Intellectual Property Policy*
10.5 Faculty Association Collective Agreement
10.6 *Occupational Health and Safety Policy*
10.7 *Purchasing Policy*
10.8 *Ethics Review of Research Involving Human Participants Policy*
10.9 *Animal Care and Use Policy*
10.10 *Integrity in Research and Scholarship Policy* (needs development and to replace 1995 General Research Ethics policy)
10.11 *Signing Authority Policy*
10.12 *Research Grant in Lieu of Salary Policy*

DRAFT

UNBC UNIVERSITY OF NORTHERN BRITISH COLUMBIA

Procedures

GENERAL RESEARCH	**Number:** RI 3.1 **Classification:** Research and Innovation **Procedural Authority:** Vice-President, Research and Innovation **Procedural Officer:** Vice-President, Research and Innovation **Effective Date:** **Supersedes:** N/A **Date of Last Review/Revision:** February 2023 **Mandated Review Date:**

Parent Policy: General Research Policy

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1.0 PURPOSE

1.1 The purpose of these procedures is to provide guidance to UNBC Researchers and external collaborators that ensures compliance with the UNBC *General Research Policy*.

1.2 These procedures are also intended to ensure efficient use of University resources, including the use of research equipment.

2.0 PROCEDURES

2.1 Application for research grants and contracts

2.1.1 All research grant and contract applications must be submitted through Romeo (https://www.unbc.ca/research/romeo). Submission through Romeo should be a minimum of 5 business days prior to the deadline, unless otherwise noted, for submission to the granting agency to allow time for the Office of Research and Innovation (ORI) staff to review the application. This period should be increased to a minimum of 15 days if additional support is required from ORI (E.g. a letter of support).

2.1.2 Any additional infrastructure needs (E.g. space, equipment) must be clearly identified in the Romeo submission; however, this does not guarantee the needs will be met.

2.1.3 Applications for equipment must include a plan for covering costs of acquisition, installation, maintenance, repair/replacement, and operations, and must be submitted to ORI alongside the main application unless the installation costs are included in the application to the funding agency.

2.1.4 Applications that include changes to a faculty member's normal teaching or service duties must be budgeted for and approved by the appropriate Chair and Dean.

2.1.5 All research grant and contract applications must be in compliance with UNBC policies and procedures.

2.1.6 All grant and contract applications are expected to include the minimum flat rate for indirect costs of research, except for tri-agency applications (NSERC, SSHRC, CIHR), and in cases where a funder has a policy and a published rate that is lower than the minimum flat rate.

Information DRAFT

2.1.7 The minimum flat rate is set at 25% of the direct cost of the research project.

2.2 Equipment and materials

2.2.1 University equipment, facilities, or other resources should be used for research and education purposes. Provision of services to external clients that utilize University equipment or facilities must occur under an approved contract and include indirect costs as well as a fee for service.

2.2.2 It is expected that equipment purchased using university funds (including research grant and contract funds) will be made available for others to use when appropriate. Such multi-user arrangements can include sharing of maintenance, repair and other costs (E.g. through a user fee).

2.2.3 Equipment purchased using research grant or contract funds is the responsibility of the purchaser to maintain, replace and repair. Researchers should create an operations and maintenance plan.

2.2.4 Researchers may apply to the ORI for funds to assist with the repair or replacement of equipment. Decisions are made on a case by case basis, with greater likelihood of funding for expensive equipment that is used by multiple researchers.

2.3 Research Fund Management and Financial Accountability

2.3.1 Research account deficits after the end of the research funding agreement are not permitted. The Principal Investigator(s) is (are) responsible for the sound management of funds.

2.3.2 For multi-year research projects with confirmed funding, Principal Investigators may request spending into next year's allotment if needed to facilitate research activities. Requests should be less than 50% of the upcoming annual allotment and must be approved by the Vice-President, Research and Innovation.

2.4 Dissemination of Research

2.4.1. The University does not restrict publication of research and scholarly outcomes except insofar as formal agreements have

Information DRAFT

been entered into with third parties, which formally accord those third parties rights in dissemination.

2.4.2. The University only enters into such arrangements with the prior full agreement of the Principal Investigator.

2.4.3. A sponsor may be given the right, under terms of a formal contract, to request delay in publication of research results or to review a publication in advance. In any case:

i. members of the University are free to publish after a period stated in the agreement, and normally not longer than 12 months from termination of the project or submission of the final report, whichever is later;

ii. no restriction shall prohibit or delay the use of research results by students for theses, dissertations, or other academic requirements of their programs.

2.4.4. In order to expedite graduate student program completion, students can request a restricted oral examination and for their thesis/dissertation be excluded from public distribution (E.g. UNBC Library) for up to 12 months. The student can renew this request no more than 12 additional months.

2.4.5. Delays in publication are normally only permissible in circumstances where the public interest is best served by such a delay, or when patent or similar intellectual property protection is being sought (see *Intellectual Property Policy*).

Information DRAFT

SUBJECT: GENERAL RESEARCH

1. Purpose

This policy is intended to govern research and research related activities.

2. Scope

This policy applies to all research and research-related activities conducted under the aegis of the University of Northern British Columbia.

3. Authority

All research activity is subject to relevant federal, provincial and other statutes, including those which govern protection of privacy, freedom of information, harassment, bias and others. In addition the University receives significant research funding from federal agencies (the three granting councils, Canada Foundation for Innovation, Canada Research Chairs, among others) which render it subject to formal agreements regarding the conduct and administration of research activities. These formal arrangements are known collectively as the Tri-Council Memoranda of Understanding (MOU) and can be found at the websites of the federal granting agencies. The University of Northern British Columbia supports and adheres to the Tri-Council MOUs as a condition of continuing eligibility for receiving funds from those agencies. These formal arrangements to which the University is subject help shape and guide this policy.

This policy and associated regulations are administered by the Vice President Research.

4. Context

The University supports research in all areas of inquiry. It especially encourages research activity relating to the peoples, resources, and issues of central and northern British Columbia in the expectation that such activity will produce results that will be applicable beyond the boundaries of the mandate region of the University.

The University provides incentives and support in the form of travel grants to present research results at conferences, seed grants to enable early steps in new research directions, publication grants to facilitate the improvement in quality or quantity of scholarly works, reduced workloads for a select subset of especially deserving researchers, facilitation of research grant writing, liaison with major granting agencies, and other activities. The University also supports the mobilization of research results into useful policy, services, products and awareness in society.

The research activities of faculty members and students engage a great many of the organizational units of the university and support for research is provided, either directly or indirectly, by most departments and programs.

5. Research Grants and Contracts

5.1 General
Grant and contract funds are entrusted to the University for specific purposes and are not the property of any individual.

FOR INFORMATION - TO BE REPEALED BY PEC

5.2 Responsibilities of the Principal Investigator
It is the principal investigator's responsibility to ensure that all expenditures authorized against University accounts conform with the approved budget, with all terms and conditions of the grant or contract, with all regulations of the sponsoring agency, and with all applicable policies and regulations of the University.

5.3 Responsibilities of the Vice President Research
Establishment of research accounts requires the approval of the Vice President Research.

The Vice President Research is responsible for approval of all non-disclosure, material transfer, and similar agreements that formally bind the University with respect to research-related activities.

The Vice President Research is responsible for authorizing submission of applications for research funding and authorizing, where appropriate, major purchases and sub-contracts, including employment contracts, entered into with research funds.

5.4 Contracting Authority
The University alone has the legal capacity to enter into contracts which bind the University. Contracts for research and other projects must be between the University and the contracting agency and may not be written in the name of an individual department, school or employee. The Vice President Research holds delegated authority from the Board of Governors, within limits, to execute contracts on behalf of the University.

5.5 Supplemental Income to Investigators
Any remuneration to an investigator permitted under a contract administered by the University must be explicitly stated in the contract, and must be within the limits established by University policy or University agreements with employee groups. Investigators may receive supplemental income only from contracts for which the University receives appropriate overhead allowances (see Overhead Policy for further details).

5.6 Equipment
Title to equipment and material purchased with the aid of research grants is vested in the University unless otherwise specified in the terms of the contract or grant.

Where University equipment, facilities, or other resources are used for commercial purposes the rental or usage fees must include an allowance for University overhead (see Overhead Policy).

It is expected that equipment which is not being fully used for the purpose for which it was primarily intended will be made available for use by others through appropriate agreement, including sharing of maintenance, repair and other costs.—

6. Dissemination of Research

6.1 Publication
The University will not restrict publication of research and scholarly outcomes except insofar as formal agreements have been entered into with third parties, which formally accord those third parties rights in dissemination. Such arrangements are normally limited to projects involving particular and vulnerable population groups. The University will only enter into such arrangements with the prior full agreement of the Principal Investigator.

6.2 Delay in Publication
A sponsor may be given the right, under terms of a formal contract, to request delay in publication of research results or to review such publication in advance. In any case: (i) members of the University shall

FOR INFORMATION - TO BE REPEALED BY PEC

be free to publish after a period stated in the agreement, and normally not longer than 12 months from termination of the project or submission of the final report, whichever is later; (ii) no restriction shall prohibit or delay the use of research results by students for theses or other academic requirements of their programs. In order to expedite graduate student program completion, thesis defenses may be held *in camera* and the shelving of theses may be delayed by prior agreement.

Delays in publication are normally permissible only in circumstances where the public interest is best served by such delay, or where patent or similar intellectual property protection is being sought (see Intellectual Property Policy).

FOR INFORMATION - TO BE REPEALED BY PEC

UNIVERSITY OF NORTHERN BRITISH COLUMBIA

BOARD OF GOVERNORS – PUBLIC SESSION

Meeting Date:	March 30, 2023
Agenda Item:	6.iii.b. Repeal of Volunteer Expenditures Policy – K. Lewis
Material:	1. Memo dated March 9, 2023 2. Volunteer Expenditures Policy
Motion:	*That, on the recommendation of the Finance and Investment Committee, the Board of Governors approves the repeal of the Volunteer Expenditures*

UNIVERSITY OF NORTHERN BRITISH COLUMBIA

MEMORANDUM

TO: Finance and Investment Committee and the UNBC Board of Governors

FROM: Kellie Howitt, Senior Governance Officer and Kathy Lewis, Interim Vice-President, Research and Innovation

DATE: March 9, 2023

RE: University Policies and Procedures Repeals – *Volunteers Expenditures Policy*

OVERVIEW

As part of the continued work on updating University Policies and Procedures, units across the University are reviewing policies, procedures and other types of guiding documents and determining if the documents are still current or outdated.

In this meeting package, please find the *Volunteers Expenditures Policy* for repeal. The policy is outdated and no longer used.

SUBJECT: VOLUNTEER EXPENDITURES

Expenditures will be reimbursed providing University Standards for pre-approved and other expenditures are met. Pre-approval is obtained from the Development Office.

1. Pre-approved Expenses

When the need to travel arises, any necessary airline tickets will be purchased directly by the UNBC Development Office. Arrangements will be made for tickets to be provided at the point of origin. Accommodations will also be booked by the Development Office. This is to ensure maximum utilization of discounted rates available to UNBC.

Pre-approval is also required for any out of town trips where the total expenditure of the trip is likely to exceed $200. These expenses include: Travel Allowance (Car Mileage; Car Rentals; Parking Costs; Bus, Ferry, Taxi or Train Journeys); Accommodation; Meals and Incidentals.

2. Other Expenses

Other expenses, including: phone bills, postage, stationery, etc., require pre-approved for amounts exceeding $100. Any stationery, etc., should be obtained through the University whenever possible.

3. To Claim Reimbursement

To enable the Development Office to maintain proper budgetary control, reimbursements can only be made following the submission of an expense sheet with all applicable receipts attached. The standard UNBC expense form which provides further information on allowances on the reverse. The University will not reimburse stand-alone receipts for alcohol.

4. Cash Advances

Cash advances for up to $100, may be obtained subject to pre-approval by the Development Office. An expense form detailing expenditures must be filed, and remaining funds (if any) returned to the University in a timely manner.

5. Major Purchases

Volunteers do not have the authority to charge items directly to the University. Appropriate items must be ordered through the Development Office.

FOR REPEAL

SUBJECT: VOLUNTEER RECOGNITION PROGRAM

The following provides the necessary vehicle by which the University will recognize the support of fundraising volunteers accredited by the Development Office.

It is recognized that a volunteer is in fact a donor by the contribution of time, experience, counsel or information.

Basic principles applicable to accredited fundraising volunteers:

- Each volunteer will receive ongoing orientation on the goals of UNBC and training for the appointed task.
- Each volunteer will be updated on developments and the progress of the University, as well as the accomplishments of the campaign.
- Each volunteer will receive full and appropriate recognition for their contribution.

Guidelines

Letters of acknowledgement will be issued to each volunteer on:

a) joining the campaign or fundraising project;
b) on completion of a specific project; and
c) on "retirement" from the campaign or project.

Volunteers will be routinely recognized, in appropriate fashion, in external and internal communications.

Recognition Certificates will be routinely presented to volunteers for completion of substantial tasks, on retirement and for long service (with substantial involvement).

Recognition Events will be held, generally annually, on a regional basis, and will be attended by one or more senior representatives of the institution.

The President will, from time to time, present an appropriate form for distinguished service. This award could be the Friend of the University.

The University will not give expensive personal gifts. It may, from time to time, give such items as pins and sweatshirts to volunteers.

The Volunteer Recognition Program will be administered by the Development Office under the direction of the President.

FOR REPEAL

UNIVERSITY OF NORTHERN BRITISH COLUMBIA

BOARD OF GOVERNORS – PUBLIC SESSION

Meeting Date:	March 30, 2023
Agenda Item:	6.iii.c. Agreements, Scholarships, Bursaries and Awards – K. Lewis
Material:	Agreements, Scholarships, Bursaries and Awards as recommended by the Senate for the period of January 2023 to February 2023.
Motion:	*That, on the recommendation of the Finance and Investment Committee, the Board of Governors approves the agreements, scholarships, bursaries, and awards as recommended and approved by the UNBC Senate, for the period January 2023 to February 2023, as presented.*

Motion Number (assigned by SCSB): SCSB20230125.03

SENATE COMMITTEE ON SCHOLARSHIPS AND BURSARIES (SCSB)

PROPOSED MOTION

Motion: That the revised Terms and Conditions for the Northern Pathways Medical Bursary with a name change to Northern Pathways Health Care Bursary be approved.

Rationale: To revise the Northern Pathways Medical Bursary commencing the 2023-2024 Academic Year.

Proposed By: Carolyn Chrobot, Development Officer – Community Engagement

Research & Innovation Contact: Carolyn Chrobot, Development Officer – Community Engagement

Faculty/Academic Department: N/A

Indigenous Content: No (Determined by the Development Officer)

Date to SCSB: January 13, 2023

TO BE COMPLETED AFTER SCSB MEETING

Brief Summary of Committee Debate: Name change was acceptable. Bursary is available to nursing students in a collaborative program where first 2 years are at a college and last 2 years are at UNBC, ex. Nursing.

Motion No.: SCSB20230125.03

Moved by: Strathers

Seconded by: Gehloff

Committee Decision: CARRIED

Attachments: 2 pages

Approved by SCSB: January 25, 2023

Date

Chair's Signature

For Information of Senate & Board

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AWARDS GUIDE INFORMATION:

Award Category: Entrance

Award Name: Northern Pathways to Health Care~~Medicine~~ Bursary

Awards Guide Description/Intent: This bursary is open to residents of North Central Local Government Association (NCLGA) communities (http://www.nclga.ca/), whose long-term goal is to attend medical school or other health professions programs in Northern BC. This program will provide financial and enrichment support, intended to strengthen student applications. In addition to financial support for undergraduate course work, recipients will be joining the Northern Pathways to Health Care~~Medicine~~ Program. For more information, refer to the Northern Pathways to Health Care~~Medicine~~ website and Application Manual. (https://www2.unbc.ca/northern-medical-programs-trust/northern-pathways-health-care-bursary~~www2.unbc.ca/northern-medical-programs-trust/northern-pathways-medicine-bursary~~).

Donor: Northern Medical Programs Trust

Value: ~~Up to $10,000 per year (renewable 3X)~~Up to $30,000 ($7,500 per year X 4 years)

Number: Three

Award Type: Bursary

Eligibility: Available to a full-time student who has independently applied for and been accepted into a UNBC undergraduate degree program of their choice. Applicants must intend to apply for the UBC Northern Medical Program or other health professions programs based in Northern BC. Applicants must demonstrate residency in a NCLGA community and have demonstrated academic ability.

Criteria: This is a two-step process:~~.~~

- Step 1: Apply through UNBC Awards and Financial Aid Office~~financial aid and awards office~~. Candidates will be selected and notified to move on to Step 2.~~.~~
- Step 2: ~~Completion of a secondary application with pre interview questions,~~ Provide a one page declaration of income, and two reference letters (one academic, one community) to be provided when an interview is scheduled. Bursary recipients will be notified by the awards office.

Conditions: This award is renewable for up to three (3) additional years. The student must maintain good academic standing and a minimum yearly GPA of 3.33 (B+; 77%; at the discretion of the Steering Committee). Recipients must participate fully in the Northern Pathways to Health Care~~Medicine~~ Program.

Note: Students with 30 credits or less of post-secondary may apply.

If all bursaries are not awarded via the first round of applications, late applications will be accepted and reviewed according to the discretion of the Steering Committee.

Effective Date: Established ~~November 15,~~ 2017, revised 2023

Recipient Selection: Senate Committee on Scholarships and Bursaries on recommendation by a Steering Committee appointed by the NMP

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Motion Number (assigned by SCS): SCSB20230125.04

SENATE COMMITTEE ON SCHOLARSHIPS AND BURSARIES (SCSB)

PROPOSED MOTION

Motion: That the revised Terms and Conditions for the UNBC Faculty and Staff Bursary be approved.

Rationale: To revise the UNBC Faculty and Staff Bursary commencing the 2023-2024 Academic Year.

Proposed By: Tara Mayes, Development Officer – Donor Relations

Research & Innovation Contact: Tara Mayes, Development Officer – Donor Relations

Faculty/Academic Department: N/A

Indigenous Content: Yes/No (Determined by the Development Officer)

Date to SCSB: December 7, 2022

TO BE COMPLETED AFTER SCSB MEETING

Brief Summary of Committee Debate:

Motion No.: SCSB20230125.04

Moved by: Palmer

Seconded by: Zogas

Committee Decision: CARRIED

Attachments: 2 pages

Approved by SCSB: January 25, 2023

Date

Chair's Signature

For Information of Senate & Board

AWARDS GUIDE INFORMATION:

Award Category: Entrance

Award Name: UNBC Faculty and Staff Bursary

Awards Guide Description/Intent: Since 1993, UNBC students have benefitted from the support of UNBC faculty and staff through this award. Today, faculty and staff continue to contribute to the fund to the benefit of future students entering UNBC. This award also recognizes the long-term service contributions made by faculty and staff. Some UNBC employees have chosen to forgo gifts of recognition and instead a contribution has been made on their behalf to this award.

Donor: UNBC faculty and staff

Value: ~~$1,000~~$1,500

Number: Four

Award Type: Bursary

Eligibility: Available to a new post-secondary student who is a resident of northern British Columbia.

Criteria: Satisfactory academic standing and demonstrated financial need~~.~~

~~**Application Instructions:** Complete the Financial Need and Residency sections of the online Awards Application.~~

Effective Date: Endowed 1993, revised 2023

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

Motion Number (assigned by SCS): SCSB20230125.05

SENATE COMMITTEE ON SCHOLARSHIPS AND BURSARIES (SCSB)

PROPOSED MOTION

Motion: That the revised Terms and Conditions for the William Wilfred Kordyban Memorial Award for Cancer Service be approved.

Rationale: To revise the William Wilfred Kordyban Memorial Award for Cancer Service commencing the 2023-2024 Academic Year.

Proposed By: Carolyn Chrobot, Development Officer – Community Engagement

Research & Innovation Contact: Carolyn Chrobot, Development Officer – Community Engagement

Faculty/Academic Department: N/A

Indigenous Content: No (Determined by the Development Officer)

Date to SCSB: December 19, 2022

TO BE COMPLETED AFTER SCSB MEETING

Brief Summary of Committee Debate: Endowed award terms, regarding variation in award amount depending on the capital investment, established by the UNBC Board of Governors, were explained.

Motion No.: SCSB20230125.05

Moved by: Palmer

Seconded by: Hanlon

Committee Decision: CARRIED

Attachments: 2 pages

Approved by SCSB: January 25, 2023

Date

Chair's Signature

For Information of Senate & Board

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AWARDS GUIDE INFORMATION:

Award Category: In-Course Undergraduate Awards

Award Name: William Wilfred Kordyban Memorial Award for Cancer Service

Awards Guide Description/Intent: The Mary Kordyban Foundation believes passionately that volunteers are an important part of providing dignified cancer care locally. This award recognizes those students who are making life better for people who have cancer and their families.

Donor: The Mary Kordyban Foundation

Value: ~~Minimum of~~ $4,000~~2,700 (or the nearest multiple of $100 depending on interest earned)~~

Number: One

Award Type: Award

Eligibility: Available to a full or part-time undergraduate student studying at the Prince George campus who has completed 60 credit hours. First preference will be given to a Nursing student who provides details of~~with demonstrated~~ community involvement in the Kordyban Lodge – Canadian Cancer Society ~~(cancer lodge adjacent to the University Hospital of Northern British Columbia)~~ or in assisting cancer patients ~~the cancer ward~~ at the University Hospital of Northern British Columbia. Second preference will be given to a Nursing student who provides details of ~~with demonstrated~~ community involvement in a ~~health related~~health-related field in ~~the~~ northern British Columbia.

Criteria: Satisfactory academic standing~~.~~

~~**Application Instructions:** Submit an outline of your involvement/volunteerism (max. 2 pages) at the UNHBC Cancer Centre via awards@unbc.ca.~~

Effective Date: Endowed 2009, revised 2022~~.~~

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

Motion Number (assigned by SCSB): SCSB20230222.03

SENATE COMMITTEE ON SCHOLARSHIPS AND BURSARIES (SCSB)

PROPOSED MOTION

Motion: That the new Terms and Conditions for the Access Engineering Consultants Ltd. Scholarship be approved.

Rationale: To activate the Access Engineering Consultants Ltd. Scholarship commencing the 2023-2024 Academic Year.

Proposed By: Carolyn Chrobot, Development Officer – Community Engagement

Research & Innovation Contact: Carolyn Chrobot, Development Officer – Community Engagement

Faculty/Academic Department: N/A

Indigenous Content: No (Determined by the Development Officer)

Date to SCSB: February 22, 2023

TO BE COMPLETED AFTER SCSB MEETING

Brief Summary of Committee Debate: Effective for the upcoming 2023-2024 Academic Year.

Motion No.: SCSB20230222.03

Moved by: Zogas **Seconded by:** Hanlon

Committee Decision: CARRIED **Attachments:** 2 pages

Approved by SCSB:

Date February 22, 2023 **Chair's Signature** Kathy Hanlon

For Information of Senate & Board

Terms and Conditions for the
Access Engineering Consultants Ltd. Scholarship
at the University of Northern British Columbia

The University of Northern British Columbia (UNBC) is delighted to establish the Access Engineering Consultants Ltd. Scholarship with Access Engineering Consultants Ltd. This document outlines the terms and conditions for this award.

AWARDS GUIDE INFORMATION:

Award Category: In-course

Award Name: Access Engineering Consultants Ltd. Scholarship

Awards Guide Description/Intent: Access Engineering Consultants Ltd. is a hard-working, values-driven local engineering firm, inspired by the community of Prince George. They are proud to offer this award to an engineering student interested in a career in structural engineering. With a passion for innovation, Access Engineering Consultants Ltd. is excited to support the UNBC Engineering Program and contribute to the growth of the industry in Prince George.

Donor: Access Engineering Consultants Ltd.

Value: $2,500

Number: One

Award Type: Scholarship

Eligibility: Available to a full-time undergraduate student in the Civil Engineering Program who has completed at least 60 credit hours. First preference will be given to a student who demonstrates intentions of having a career in structural engineering.

Criteria: Academic excellence

Effective Date: Established 2023

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

UNIVERSITY OF NORTHERN BRITISH COLUMBIA

BOARD OF GOVERNORS – PUBLIC SESSION

Meeting Date:	March 30, 2023
Agenda Item:	6.iii.d. CCDC-2 contract with IDL Projects Inc. for the Northern Baccalaureate Nursing Program Renovation – R. Somani
Motion:	*That, on the recommendation of the Finance and Investment Committee, the Board of Governors approves to negotiate a CCDC-2 contract with IDL Projects Inc. for a value not to exceed $750,000 for the Northern Baccalaureate Nursing Program Renovation, as presented.*
Material:	NBNP GC Contract Award Recommendation

CONTRACT AWARD RECOMMENDATION

Vendor:	IDL Projects Inc.
Term:	May 15, 2023 to August 31, 2023
Value:	Total not to exceed $750,000
Funding:	COA from the Ministry of Advanced Education and Skills Training

In early 2023, the Ministry of Advanced Education and Skills training awarded a COA for Capital Renovations to support the expansion of the Northern Baccalaureate Nursing Program (NBNP) to Prince George, BC. UNBC is planning to renovate portions of the 2nd and 3rd floors of the Wood Innovation and Design Centre (WIDC) to achieve UNBC's requirements for this program.

We require board approval for the award of the NBNP renovation contract (value not to exceed $750,000) to IDL Projects Inc.

Background

The project delivery method for this renovation was to start with a Construction Management contract for pre-construction services. This helped ensure the constructability of the design, and included assistance with tendering the sub-trades portions of the work. The Construction Management procurement includes an option to convert that contract to a Stipulated Sum CCDC-2 contract once the trades tenders are known and the budget could be fixed. UNBC intends to exercise that option once the trades tendering is complete, assuming the resulting project cost is within the budgeted amount.

Specific motion

UNBC Facilities is requesting approval to negotiate a CCDC-2 contract with **IDL Projects Inc.** for a value not to exceed $750,000.

Funding

COA from the Ministry of Advanced Education and Skills Training

Procurement

Public Request for Proposals for Construction Management Services, with option to convert to Stipulated Sum following trades tendering. Six proposals for CM Services were received, and were evaluated by three UNBC staff members, using a detailed criteria evaluation system.

Start date: May 2023

Completion: August 2023

UNIVERSITY OF NORTHERN BRITISH COLUMBIA

BOARD OF GOVERNORS – PUBLIC SESSION

Meeting Date:	March 30, 2023
Agenda Item:	8.a. Report of the President – G. Payne
Motion:	
Material:	Report

UNIVERSITY OF NORTHERN BRITISH COLUMBIA
Office of the President

Board of Governors Report

Submitted by: Dr. Geoffrey Payne, President and Vice-Chancellor
For the Period: January 2023 to March 2023

Portfolio Overview

- Office of Equity, Diversity & Inclusion
- Office of University Governance
- Office of Communications & Marketing
- Office of University Athletics

University Advancement

The Terms of Reference for the University Advancement Advisory Board (UAAB) were approved during the January Board meeting. The next step involves the Board appointing a Chair (OIC Member) and approving membership. The aim is to hold the first meeting in June.

Engagement with partners, donors, and alumni is prioritized and has led to rewarding and productive conversations. Several meetings and dinners with alumni and donors have been held in various locations, including Vancouver, Kirkland, WA, and Ottawa.

After joining the BC Business Council, the first Executive Board meeting was attended, which included a roundtable with the Honourable David Eby, Premier of British Columbia.

Indigenous Relations

The institution remains focused on its commitments to Indigenization, intentionally building relationships with many First Nations. Bruce Denis, Campus Development Liaison and Operations Manager and I had the pleasure of attending Wilp Wilxo'oskwhl Nisga'a Institute's (WWNI) Board of Directors meeting.

Aman Litt, Associate Vice President, EDI, continues to provide support to the First Nations Centre and Office of Indigenous Initiatives (OII) while we recruit for an Associate Vice President, Indigenization. We are currently in the consultation stage of that process.

The Aboriginal Service Plan was submitted to the Ministry of Post-Secondary Education and Future Skills, Indigenous Policy and Engagement Branch on January 20, 2023.

UNBC is part of the Planning Committee to commemorate National Indigenous Peoples Day, led by Lheidli T'enneh First Nation (LTFN). The focus set by the Planning Committee is to elevate the work of allies during the event, so that Indigenous colleagues and community members can concentrate on cultural education and social engagement, rather than event logistics.

UNBC is finalizing an MOU and gift agreement with the McLeod Lake Indian Band (MLIB). The MOU was adjusted to remove barriers and increase engagement, ensuring efficiency, support, and services for MLIB students are a top priority.

OII will be providing resource training, and ongoing education on working with Elders and Knowledge Keepers and honorarium guidelines when working with the Nations.

OII and the Communications and Marketing Department are collaborating to create a resource page on the UNBC website to educate the community on appropriate language when working with Indigenous communities and furthering cultural awareness within staff and faculty at UNBC.

Community Engagement

The strategic planning process has been utilized to engage with the community. Engagements in Terrace, Fort St. John, and Quesnel were attended by the President and Executive Director. Feedback is continuously informing the strategy to elevate offerings and services on these campuses. A passion for UNBC has been demonstrated by students, which has been found inspiring.

A meeting was held with Mayor Yu, City of Prince George, to discuss collaboration and partnership opportunities.

A meeting with Chief Dolleen Logan was conducted to reinforce the importance of the relationship, and regular quarterly meetings have been established for 2023.

The “Breakfast with the President” series has been established to engage with groups on campus and in communities. Three student breakfasts have been enjoyed, along with a group of alumni from the forestry sector. These meetings continue to build relationships and allow the pressing needs of students and the community to be heard.

Government Relations

Opportunities to further relations and messaging with government continue to be sought. The opportunity to meet with several government officials in both one-on-one and group settings has been had.

Equity, Diversity, and Inclusion

The Wellness Centre and the OEA have been working diligently on a request for prayer space this semester.

As per the requirements outlined in the Accessible B.C. Act, the University is establishing an institutional Accessibility Committee (AC). The interest in the AC has been positive, with over twenty-five individuals interested in being committee members.

The OEA is working closely with the Executive Director, Strategy and Staff on developing greater institutional focus on departmental objectives to elevate inclusion, remove barriers and increase efficiencies.

The OEA is partnering with the Wellness Centre on data collection, reporting and establishing a framework for positive cultural change based on the National Standard of Canada for Mental Health and Well-Being for Post-Secondary Students.

The Black Entrepreneurship Knowledge Hub (BEKH), Northern Regional Hub, has been established.

UNIVERSITY OF NORTHERN BRITISH COLUMBIA

BOARD OF GOVERNORS – PUBLIC SESSION

Meeting Date:	March 30, 2023
Agenda Item:	8.b. Public Reports of the Vice-President, Academic and Provost – W. Rodgers
Motion:	
Material:	Report

UNIVERSITY OF NORTHERN BRITISH COLUMBIA

Office of the Vice-President Academic and Provost

Report to the UNBC Board of Governors

Submitted by: Dr. Wendy Rodgers, Vice-President Academic and Provost
Reporting Period: December 2022 to March 2023

1. Portfolio Overview

1.1. The portfolio of the Vice-President Academic and Provost comprises:

- Office of Faculty Relations
- Campus Support Team
  - Institutional Research
  - UNBC Regional Campuses
- Centre for Teaching, Learning and Technology
- Deans and Faculties
  - Faculty of Business and Economics
  - Faculty of Environment
  - Faculty of Human and Health Sciences
  - Faculty of Indigenous Studies, Social Sciences and Humanities
  - Faculty of Science and Engineering
  - Division of Medical Sciences
- Integrated Planning
- Registrar
  - Enrolment
  - Graduate Administration
  - International
  - Records and Systems
- Student Recruitment
- Student Success
  - Academic Success
  - Access Resource Centre
  - Advising
  - Health Services
  - Housing
  - Student Health and Wellbeing
  - Work Integrated Learning
- University Library

2. Preamble

2.1. I have just passed the 6 month mark in the position of VPAP – a milestone frequently cited as significant in taking up a new role. I do believe that the aggregated experiences and learning over the 6 months – together with my pre-existing knowledge and experiences have started to gel in such a way that I am seeing a stronger ability to understand the local culture and issues, and to more effectively manage initiatives and existing processes.

2.2. The Provost is currently leading or supporting several other key activities:

- Selection of Dean Faculty of Environment - underway – targeting end of May decision
- Selection of University Registrar – underway – targeting end of May decision
- Launch and selection of Vice Provost Graduate and Post-Doctoral Studies - position announced.
- Elevating the Sustainability theme across the university – hiring a Sustainability Manager announced
- Developing a Strategic Enrolment Plan – including looking at the administrative structure and activities to be most current and effective in this area
- Launching Leadership Development programming for Chairs, Deans, other administrators across the university – August retreat planned
- Strengthening International Strategy – involved attending the Canada in Asia Conference in February in Singapore – working with President on developing an Administrative structure
- Strengthening partnerships with external agencies – e.g., N. Health
- Various policy revisions – e.g., Hiring Equity; Sr. Admin Selection Procedures; revision of ToR for SCAAf

2.3 Data and Digital Infrastructure Strategy

Ongoing work to examine data needs, availability, analysis, and reporting – as well as digital infrastructure supports in software, apps, and networks. Goal is to ensure maximum data collection and usage and minimal manual and paper-based processes.

Investments: Recently we have decided to move ahead with optimization of the Banner system and associated systems that form a network of functionality, in addition to some items that are high priority.
Also sending several individuals to the QS EduData Summit in May.

3. Unit Reports

The following are highlights of key initiatives and collaborations of the Office of the Vice-President Academic and Provost that support UNBC's Strategic priorities.

3.1 Office of Faculty Relations

- The University is preparing for bargaining with the Faculty Association. The bargaining teams for both parties have been announced and will likely start negotiations in late April.
- The Associate Vice President EDI facilitated two sessions on equity, diversity, and inclusion for appointment selection committee members at the university.

3.2 Centre for Teaching, Learning and Technology

- Dr. Umesh Parshotam was recognized for his leadership in the area of teaching. On March 22nd, he will be giving the Annual Tait Award Lecture.
- UNBC put forward two nominations for the West Coast Teaching Excellence Awards, a further testament to the teaching excellence of our faculty.
- On April 4th, UNBC will be hosting Dr. Sarah Eaton and Brenda McDermott (University of Calgary) to discuss academic integrity in light of generative artificial intelligence applications such as ChatGPT.
- Beginning search for new Director CTLT asap.

3.3 Faculties

Restarting the cycle of external program reviews in 2022-23 beginning with English, International Studies and Biochemistry & Micro Biology. The restart involves a refresh of the process while continuing to ensure the Deans and Chairs are supported through the process.

3.3.1 Faculty of Indigenous Studies, Social Sciences and Humanities (FISSSH)

- Strategic planning at the Faculty and program level – prioritising unique value and contributions, aimed at addressing challenges and emphasising strengths
- Creation of a Centre for Indigenous Studies
- Continued development of a Fundamentals of Public Administration Micro-Credential, and Model Parliament for roll-out to schools
- Faculty budget re-allocations to achieve equity and full program support, which includes prioritising annual Faculty events (e.g., Global Fridays seminars, Visiting Professorship, Graduate Research Travel, and more).

3.3.2 Faculty of Human and Health Sciences

- The Faculty of Human and Health Sciences (FHHS) has been working on several initiatives related to recruitment and retention. This included an open house for the Northern Baccalaureate of Nursing Program (NBNP) at the Peace River – Liard Campus on February 1 and the February 28 launch of the NBNP at Prince George campus.
- FHHS has also been working with Rotary Clubs, Northern Health, College of New Caledonia, Coast Mountain College and other partners to host Rotary Adventures in Health Care at the Prince George and Northwest (Terrace) campuses in May 2023.
- In February the FHHS submitted a proposal to the Ministry of Post-Secondary Education and Future Skills for a suite of three micro-credentials aimed at supporting uncertified teachers to move towards certification and certified teachers for ongoing / continuing education.
- The FHHS is currently recruiting for three Program Chairs in: Nursing, Social Work, and Psychology.

3.3.3 Faculty of Science and Engineering

- Professor Jianbing Li has been approved for $833,500 in funding from Natural Resources Canada's Multi-Partner Research Initiative.
- The School of Engineering has hired Dr. Chinchu Cherian to start as of July 1, 2023
- UNBC is a full member of TRIUMF

3.3.4 Division of Medical Sciences

- Expansion of the Northern Medical Program by 4 seats the fall and an additional 4 seats in 2024 with an emphasis on rural training for physicians.
- Development of a community engagement program for the Northern Centre for Clinical Research, a partnership between UBC, UNBC and Northern Health
- Search under way to appointment of an Assistant Professor at UNBC to work with the recently launched Master of Occupational Therapy Program in partnership with UBC.

3.4 Student Recruitment & Enrolment

- The Provost is leading development of a Strategic Enrolment Management Plan and regular reporting schedule, as noted above. When this plan is further developed announcements will be forthcoming.

- **TO SUMMARIZE FALL 2023 RECRUITMENT, ADMISSIONS, REGISTRATION PROGRESS COMPARED TO RECENT INTAKES AS AT MARCH 15:**
  - Overall (UG and GR), applications are down 5% compared to this time last year, however that is mainly a result of reduced UG Aga Khan Development Network applications (a positive because it means fewer "false positive" applications compared to the first AKDN intake last year – only 9 students arrived in Fall 2022 from over 300 applications) and receiving later UG Academic Achiever applications (we're due around 85 more domestic UG applications from this initiative). GR applications are up 17%.
  - Offers of admission are down about 24% compared to this time last year, however part of that is a result of less applications from AKDN (again, a positive), but it also appears that offers of admission are a bit delayed on the graduate admissions side (down about 49%).
  - There are more in-progress GR applications for Fall 2023 than '22, which are being worked through.
  - Registration is not yet open, so there is nothing to review/compare there.
  - Recruitment, Marketing, Advising, and the Registrar's Office have mapped communications, marketing, appointment, and registration outreach tactical plans for late-April coinciding with the opening of the 2023/24 course schedule.
  - Recruitment is bringing forward a proposal for a tuition draw incentive for early registration in an effort to improve admit-to-registrant yield and to improve retention of current students.

3.5 Student Success

- Collaborating with Student Recruitment to design a web, CRM email, event, and school visit new student course registration strategy for April-June 2023.
- Ongoing dedicated time for regional students, dedicated drop ins, and outreach
- Diversification of Student Advising Appointments & Drop ins (Zoom, Phone, In Person). Offering non-traditional times and locations depending on faculty/student need/demand, i.e.: early morning and or evening options, and "Advising in the Wild"
- Actively participating in the reaccreditation visit for the UNBC/UBC Joint Environmental Engineering Program in Fall 2022 and in the inaugural accreditation visits for the UNBC Civil and Environmental Engineering programs in February 2023
- Working in collaboration with the Articulation Officer and faculty members to update and streamline the available transfer credit pathways and agreements.
- Collaborating with International Education to streamline processing for outbound exchange.
- The ASC uses a peer tutoring model that offers opportunities for UNBC students to develop their leadership skills. The ASC team consists of 29 student leaders and tutors, all from the UNBC student body. These leaders refresh and develop their skills and gain work/teaching experience and networking opportunities. The tutors also earn CRLA certification (levels I, II, and III) through a tutor training program.
- The ASC provides extensive academic supports and is well-positioned to offer services on and off campus through zoom, which has been in place prior to the COVID-19 pandemic. The ASC supports UNBC students all over the rural north, providing academic tutoring for students from diverse backgrounds and disciplines.
- The ASC has agreed to host the LSAC national conference in May 2023, which will showcase UNBC and Prince George to Learning Specialist professionals from across Canada.
- Tutoring provides support for a variety of UNBC courses and concepts. The ASC administers approximately 1200 hours of tutoring annually, in addition to the contact hours of our drop-in tutoring events and SI programs.

- The Super Supported Science Studying (4S) event provides an all-day supported study space every week on Thursdays. Tutors staff the room and provide support for primarily first year sciences, but we welcome any students who need help in a subject a tutor can provide support for. The ASC also invites faculty to hold their office hours in the 4S room to encourage students to work collaboratively with extra support.
- The Math Readiness program continues to support a number of math-based first-year courses, ensuring students go through a review of basic mathematical concepts before launching into a course that involves heavy math content. The readiness program helps act as an "early alert" for the student to determine if they are at the correct level of coursework, or if they should take a skill-building or refresher course first. The readiness program also helps familiarize the students with the ASC support services early in their semester.
- ASC tutors help UNBC students work through the research process, acting as a sounding board for research design, assisting with statistical skills, and helping students formulate their final written thesis or project. ASC writing tutors work as "hypothetical readers" that can help students ensure research is clear, concise, and written in an academic fashion.
- A new co-op coordinator was hired in March 2022. Over the past year she has increased the co-op program to 69 new intakes, totaling 97 active co-op students.
- In September 2022, the Co-op coordinator completed 25 classroom visits in all areas of study pertinent to the existing co-op program, focusing on 1st and 2nd year courses. She also conducted eight group information sessions.
- The purpose of the INWIL project was to enhance academic research opportunities and coordination amongst the three interior post-secondary research institutions. The coalition was able to connect the talents and skills of faculty and staff at each university within the region to support students in mentorship, and experiential learning and work-integrated learning (WIL) opportunities. The project started in 2019 and concluded in March 2023.
- Fall 2022 Orientation: programming included a services fair, orientation day (welcome ceremony, campus tours, BBQ lunch, afternoon workshops and evening musical jam session), movie night, night at the PG public library, colour run, pancake breakfast and mature student meet and greet. It was the first full, in-person, orientation since 2019 and included graduate, nursing, and education students for the first time. It is estimated 500 students attended.
- Winter 2023 Orientation: programming included a drop-in social lunch with pizza and snacks, a graduate student information session, and campus tours for new students. It is estimated 200 attended.
- Engaged the Faculties in a centralized and collaborative Three-Minute Thesis Competition, now organized by Student Life as part of Research Week. The event took place on March 2nd and provided students with the opportunity to share their thesis and project research with the UNBC community while enhancing their communication skills. The hope is to work with the five Faculties to develop Faculty-level Competitions with people moving onto the University-wide Competition.

3.6 Library

- The Library awarded the RFP for the integrated library system to OCLC. We began migrating to the new system early in January and are aiming to go live in May 2023. This is a massive transition and all staff are working hard to ensure we meet our deadline and that the transition will be seamless for students, faculty, and staff.
- The Interim University Librarian invited all the directors of libraries at CNC, Coast Mountain College, Northern Lights College, and Yukon University to a Zoom meeting in February. The group decided to continue to meet to discuss opportunities for collaboration. The next meeting will take place in April. In addition, the Interim University Librarian attended The

Council of Prairie's and Pacific University Libraries Directors meetings March 2-3 in Vancouver, BC.

- The Library is working with the Development Officer, Donor Relations to identify a naming opportunity for the large endowment received in 2021.

3.7 Registrar

- The Office of the Registrar is working on initial implementation of Banner Document Management, a digital documentation system, that will house student documents and integrate with Education Planner BC for direct applicant document uploads. This will be a phased project over the next year.
- We are also working on CRM implementation for graduate admissions communications; this will be followed by undergraduate admissions communications later this spring. We are also in planning stages to implement an applicant tracking portal in the CRM later this year.
- International is almost fully staffed: the final position (International Retention Coordinator) has been sent for rating and we hope to have this position filled in the next 1-2 months.
- UNBC is partnering with other northern institutions for a BCCAT Transfer Guide project, wherein we will build out a pathway portal for students to assess their transfer credit against our programs.
- Winter 2023 enrolment was up from last year, though a large portion of this was due to international students who had deferred their Fall 2022 admissions because of visa delays.
- We graduated 162 students at Senate in January.

UNIVERSITY OF NORTHERN BRITISH COLUMBIA

BOARD OF GOVERNORS – PUBLIC SESSION

Meeting Date:	March 30, 2023
Agenda Item:	8.b. Report of the Vice-President, Finance and Administration – R. Somani
Motion:	
Material:	Report

UNBC UNIVERSITY OF NORTHERN BRITISH COLUMBIA

Office of the Vice President, Finance and Administration

Report to the UNBC Board of Governors

Submitted by: Rahim Somani, Vice President, Finance and Administration

Meeting Date: March 30, 2023

1.0 Portfolio Overview

1.1 The portfolio of the Vice President, Finance and Administration currently comprises:

- ⇒ Office of the Vice President, Finance and Administration (support being determined)
- ⇒ Finance (Vacant, Director)
- ⇒ Business Services and Continuing Studies (Lisa Haslett, Director)
- ⇒ Facilities Management and Capital Planning (David Claus, Director)
- ⇒ Information Technology (IT) Services (Trevor Fuson, Chief Information Officer)
- ⇒ Human Resources (Kerry Roberts, Director)
- ⇒ Safety and Security (managed through Human Resources in the interim)
- ⇒ UNBC Land Trust (Christie Ray, Sr. Advisor Business Development)

2.0 Review of Finance and Administrative Services

2.1 The significantly stretched human resource capacity in finance and administration and IT resource constraints remain key challenges that are resulting in exhaustion, burnout and affecting the pace of optimization and digitization. This is further compounded by existing vacancies, employee turnover, short-term illnesses, long-term disability cases, and recruitment challenges. To systematically address this challenge, MNP has conducted a review coordinated through a steering committee. The initial review findings have been received and future recommendations and the roadmap is expected by mid-April.

3.0 Finance

3.1 After the departure of the Associate Vice President, Financial Services, the position has been reprofiled as Director, Finance and the search process will begin shortly. In the interim, Vice President, Finance and Administration will continue working with the team of managers in the financial services, and Kiran Kullar, Manager, Financial Planning, Reporting, and Budget will take interim responsibilities for relevant assignments and tasks.

3.2 The immediate priorities include filling key vacancies to provide adequate functional capacity, year-end financial closing, reporting, and coordinating the external audit, finalizing the Travel and Business Expenses Policy and Procedure after incorporating comments received from UNBC community, implementation of changes in U-Pass program driven by BC Transit, and transition planning for the planned retirement of one of the long serving managers in Finance.

3.3 The subsequent priorities include planning and execution of systems upgrade, enhancement of Banner and FAST, digital document management, WebTime entry (leave management and payroll solution), Paymytuition (the payment solution for educational institutions) and payment gateways, travel expense and invoicing solution, and improved fixed assets tracking.

3.4 The quarterly report for Q3 2022-23 was circulated in February 2023.

4.0 Process Optimization and Digitization

4.1 The workflow automation through digitizing the paper-based forms is currently on hold given other critical priorities. The workflow for leave application has been implemented that provides improved user experience. However, pending the integration with the existing systems, the backend processes and experience remain unchanged. Moving forward, we will be looking at holistic approach for systems upgrade and implementation to simultaneously improve user experience and backend processes and systems as outlined in § 3.3 above.

5.0 Human Capital

5.1 The "Off-Campus Workplace Location Program" is nearing completion before moving to the implementation stage. The eligibility of all CUPE 3799 and exempt positions for flexible, hybrid, and/or remote workplace arrangements has been reviewed by relevant leadership teams. The next step is for Human Resources to review the list, create an implementation plan, and coordinate with CUPE 3799 of UNBC leadership to proceed with the program.

5.2 The "Exempt Employee Handbook" is now complete and is included in the Board of Governor's package for approval. The "Exempt Compensation Framework" is being revised, and a draft compensation philosophy is currently being developed. The philosophy will outline UNBC's exempt compensation details, including the link between performance management outcomes and adjustments in exempt compensation, UNBC's exempt position equity assessment and adjustment process, and the University's approach to ensure market competitiveness in the compensation plan.

5.3 Collective bargaining with CUPE 3799 is expected to commence in April. The proposed language has been shared with the university executives and submitted for Public Sector Employer's Council's (PSEC) review and approval. Collective bargaining with the Faculty Association is also expected to begin in April, and the designated bargaining team is currently developing the bargaining plan and proposed language.

5.4 During 2022, the Human Resources recruited for 178 CUPE 3799 positions and 35 exempt positions. As of March 15, 2023, there are 27 vacant CUPE 3799 positions and 2 vacant exempt positions posted. Regarding faculty recruitment, 33 positions were posted in 2022, of which 14 were filled, 3 were failed searches, and 16 remain vacant with ongoing recruitment. In addition to the 16 vacant positions from 2022, 12 additional positions remain vacant in 2023. Currently, six senior academic position searches are in progress: Vice President, Research and Innovation; Dean of the Faculty of Environment; Registrar; Associate Vice President, Indigenization; Vice-Provost, Graduate and Post-Doctoral Studies; and Librarian.

5.5 To demonstrate the volume of human capital changes and maintenance required in a calendar year, it should be noted that over 1,900 contracts were processed between January and December 2022. These contracts include student assistants, graduate teaching assistants, casual employees, and sessional instructors. As of mid-March, over 380 contracts have already been processed in 2023. The Processing Coordinator position was created to ensure the timely and accurate processing of contracts, and it is a joint position between Human Resources and Payroll, currently staffed by two individuals.

6.0 Capital Projects

6.1 All projects are progressing within budget and in adherence with safety standards. We are carefully tracking spending and invoices to ensure the optimal utilization of the budget.

6.2 The Northern Baccalaureate Nursing Program for Prince George has been approved for $2.49M in capital. Construction of the nursing simulation lab, videoconference enabled classroom, and associated office and study spaces at the Wood Innovation and Design Centre is underway and will be completed by mid-August.

6.3 Additional funding of $2.47M has been approved for 2023-24 for several projects to reduce the deferred maintenance backlog and address potential impacts of a changing climate. The Library roof rehabilitation, upgrade to the building automation system, purchase of new parts for the Charles J. McCaffray Hall elevator, and efficiency improvements for the air conditioning system will help prepare the campus for future extreme weather events.

6.4 Notable projects completed include an accessible sidewalk to the south entrance of Charles J. McCaffray Hall and a washroom refresh opposite the First Nations Centre. A complete report on the Routine Capital projects will be available in April/May.

6.5 Key risks to project implementation include workforce availability, budgetary pressures due to escalating material costs, and shipping delays from global supply chain disruption. Planning and preparation continue for the facilities and open space planning including upcoming year's Five-Year Capital plan submission.

6.6 The David Douglas Botanical Gardens Expansion design work is progressing, and the License Agreement is included in the Board of Governor's package for approval.

7.0 Facilities Management

7.1 All facilities are open and comply with regulatory requirements. Despite significant snowfall over the past few weeks, our staff, equipment, and contractors managed the challenging work and returned to typical operations. Specific Fire Safety Plan updates continue, and completion is expected in the coming year.

7.2 The Bioenergy Plant offset 70% of natural gas usage year-to-date against the annual goal of 85%. The lower offset relates to the fall shutdown in preparation for the winter heating season.

8.0 Information Technology Services (ITS)

8.1 ITS has initiated a disaster recovery assessment for UNBC information systems, marking the first step towards creating a comprehensive disaster recovery plan. The infrastructure team is leading this initiative to prepare first ever such plan for our IT infrastructure.

8.2 The latest version of IT staff development and retention plan has been implemented. It provides the opportunity for employee development through training and certifications, enabling them to advance their careers without needing to seek employment outside the University. This has significantly improved UNBC's ability to recruit and retain talent in the highly competitive technology job market. The plan will be presented at the BCNet Connect 2023 conference due to its growing interest from other institutions across the province.

Client Services

8.3 We have observed an increase in demand for support from our student community, particularly for multifactor authentication, during the winter semester. As the service matures, we will be able to accommodate the evolving needs of the UNBC community while maintaining a higher level of security.

8.4 Our transition to the Windows 11 platform has been largely positive, enabling us to offer more seamless service and better user experience. Additionally, our Device Management system has received positive feedback from early adopters, and we are implementing solutions moving forward. We are introducing new product offerings such as the Microsoft Surface line of products to enhance classroom delivery and collaboration.

8.5 We are currently implementing new virtual desktop thin clients and management systems to better serve UNBC community, including graduate offices and specialized labs, at a lower cost. Our embedded IT working model with the Library and Engineering Department has been successful, showing the benefits of centralized expertise with the flexibility of distributed services.

IT Infrastructure

8.6 The infrastructure group has been preparing for major equipment upgrades in the Datacenter, including removing unused equipment that has been collecting since COVID started. This work involves all stakeholders with equipment in the datacenter.

8.7 We have been working with Amazon Web Services (AWS) to develop an ecosystem of programs and services that will ensure appropriate controls are in place to monitor security, availability, integrity, and financial guidelines for the platform as the University migrates systems to the AWS cloud.

8.8 We continue to monitor and maintain core system servers, applying patches and updates as required to meet the guidance and recommendations of the Information Security Office.

8.9 We are currently processing a Request for Proposal for Privileged Access Management, which will allow for well-governed privilege elevation when required for users to install or make changes to their computer, ensuring compliance with legislative and licensing requirements.

Educational Technologies

8.10 Our education technology team is finalizing Audio Visual designs for the latest AV equipment purchase, preparing for installation once the winter semester concludes. We are also replacing outdated equipment and supporting a wide variety of content delivery modes.

Enterprise Systems

8.11 We continue to improve Banner with major changes that enhance the student experience, such as the student portal, providing students with easy access to information and a broad range of systems and services they need to complete their studies. Governance is being implemented to ensure proper usage and integration with the overall digital infrastructure.

8.12 The migration of our legacy SharePoint environments will be completed by April, allowing us to focus on process improvement through our process automation tool, Ellucian Workflow. Legacy systems such as our old Learning Management System and old bookstore system have been decommissioned, allowing us to focus on recruitment and retention projects instead of maintaining outdated systems.

8.13 The CRM project has made significant progress, including better governance and coordination with university departments and resources, lower cost licensing of the recruitment software, and the implementation of the applicant dashboard in the final stages of testing for graduate admissions. We have also improved automation associated with the recruitment cycle.

9.0 Safety and Security

9.1 A Security Support Team has been formed to address process and procedural gaps following the departure of the Director of Safety and Security. The team includes the Assistant Director of Facilities Management, the Assistant Director of Human Resources, the Manager of Occupational Health & Safety, and the Manager of Security & Parking. In the absence of the Manager of Security & Parking, the Manager of Occupational Health & Safety will provide interim leadership support.

9.2 Moving forward, a new structure is being developed with relevant input and consultation to ensure that the needs of all stakeholders are addressed before finalizing the reorganization and implementation plan.

9.3 The Safety and Security team has assessed additional features available for the UNBC Safe App. These features include working alone tracking and incident reporting, and they will be implemented in coming months at a relatively low cost.

9.4 Following an Occupational Health & Safety gap analysis, the University is developing a formal Emergency Response Plan. Although some components of the Plan were previously developed and put into use, a complete Plan was not formalized. The Emergency Response Plan will provide guidance on how to handle sudden, unexpected situations in the workplace.

10.0 Business Services

11.0 Business Services continues to advance a strong service excellence focus, with our third annual employee engagement and service culture surveys completed in February and providing direction for further growth in service delivery. There are several potential large projects on the horizon including childcare expansion, market analysis for student housing, printer and digitization upgrades, enhancement of Touchnet OneCard solution, all related to aspects of business development – maximizing revenue growth and operations improvements through systems and processes. Specific highlights include:

Hospitality Services

11.1 All areas of Hospitality Services (Conference and Event Services, Food Services, and Guest Accommodations) are back to pre-pandemic workload levels, and many events and activities are returning to be in-person. Hospitality Services and Housing & Residence Life are preparing for the seasonal opening of Guest Accommodations, which will run from May to August 2023.

11.2 Throughout the January semester, the Agora Dining Hall partnered with several student groups to host live cooking and educational demonstrations.

Retail Services

11.3 The Bookstore is working with Marketing and Communications on developing a new membership/loyalty program for customers, and current efforts are focused on cleaning up system records to ensure data integrity as we move into annual inventory for 2022-23. While Bookstore sales were down compared to 2021-22 levels, Copy Services had a significant increase in sales compared to last year.

Housing & Residence Life

11.4 Housing & Residence Life has been focused on Equity, Diversity & Inclusion (EDI), and has created a "r**E**si**D**ence **I**mpact" newsletter to update residents on the actions the department is taking. Each newsletter encompasses components of education, highlights leaders within a certain aspect of EDI and resources available for students, as well as opportunities to provide feedback to the department. The first issue was sent out in February 2023 discussing the concept of EDI. The next newsletters will be focused on topics such as: Accessibility, Allyship, LGBTQ2S+, etc. Moreover, a significant change to the Housing application, starting with the September intake, is having a "Gender Inclusive Housing" option for students.

11.5 The department is engaged in an active Request for Proposal process for a new cleaning contractor to facilitate cleaning throughout the Guest Accommodations season and hiring process for four student-staff positions (Residence & Guest Accommodations Assistants. Work continues for restorative justice implementation, and a shift in culture for more holistic ways of supporting students.

Northern Sport Centre

11.6 The Northern Sport Centre had over 1,600 active student members, with over 6,000 members in total. The NSC hosted UNBC Men's Timberwolves Basketball team for an afternoon game that saw approximately 1,700 School District 57 students in attendance. In February, the 2023 High School City Basketball Championships were played at the NSC with approximately 1,200 attendees visiting the facility.

Continuing Studies

11.7 Continuing Studies is experiencing steady enrollments, with regular programming reaching maximum capacity, and online sales higher than average. Our student reach continues to grow, with over 60% of students participating from outside our campus locations.

11.8 This past fall Continuing Studies created various new programs to meet industry and community needs and entered new partnerships with industry partners such as IMSS BC, Rio Tinto and Enbridge, while expanding our partnerships with BCNER and TC Energy. Efforts to expand Micro-credentialing are underway, with Continuing Studies now offering 11 Micro-credentials. Continuing Studies continues to support the Northern Health Respectful Relationships: Cultural Safety Online course and supported almost 800 Northern Health employees who were actively taking the course.

11.9 Continuing Studies actively worked with Human Resources to develop the Onboarding structure for UNBC staff, in addition to implementing Single Sign On for D2L, streamlining staff onboarding and training.

UNBC Childcare and Early Learning Centre

11.10 The UNBC Childcare and Early Learning Centre has been focused on daily operations and promoting the growth and development of the children under their care. The centre has been accepting practicum students from the College of New Caledonia, and the staff members have been actively participating in professional development programs to enhance their knowledge and provide excellent childcare to the families they serve.

11.11 During the winter season, the children and educators enjoyed exploring the outdoors around the campus and are excited to resume regular visits at the Northern Sport Centre. A successful outdoor sledding event for families was also held on campus, and a similar activity is planned for the springtime once the snow melts.

11.12 The Society's Board of Directors is actively seeking new members who can commit to volunteering for the board. Furthermore, they are exploring innovative methods to attract and retain Early Childhood Educators to the field and the centre.

12.0 UNBC Land Trust

12.1 Following approval of the Vision Draft Principles and direction for development scenarios at the January 27, 2023 Board of Governor’s meeting, work has continued on the vision and its design guidelines. The goal is to complete the visioning process by the end of May 2023.

12.2 The original allocation of $0.25M was made in 2018 for the planning and start-up development of a UNBC Land Trust. Given requirements for the project include potential work and commitments related to legal review, planning consulting adjustments, and an appraisal renewal, an additional $50K will be allocated for the project.

12.3 UNBC’s planning and start-up costs are in line with other B.C. institutions. One university has so far spent $0.3M over 4 years using a similar approach to UNBC and they are yet to receive Ministerial approval. Another university spent $0.7M over two years opting to hire full-time staff for the project and received their Ministerial approval in 2016.

UNIVERSITY OF NORTHERN BRITISH COLUMBIA

BOARD OF GOVERNORS – PUBLIC SESSION

Meeting Date:	March 30, 2023
Agenda Item:	8.b. Report of the Vice-President, Research and Innovation – K. Lewis
Motion:	
Material:	Report

UNBC UNIVERSITY OF NORTHERN BRITISH COLUMBIA

Report to the UNBC Board of Governors

Submitted by Dr. Kathy Lewis, Interim Vice President, Research and Innovation (and Graduate Programs)
Board Meeting Date: 30 March 2023.

1. Highlights

Research Week at UNBC took place February 27-March 3, and was an action-packed week of research presentations, workshops and special events. Research Week started with a presentation from members of the Qwelmínte Secwépemc and Tl'etinqox Research Teams who are working with Dr. Darlene Sanderson (UNBC Associate Professor, Chair, Indigenous Environmental Health). They presented on Using Strengths-Based Indigenous Research Methodologies: Addressing Climate Change during the COVID-19 Pandemic. Research week has been an internal event, that has been modestly attended. We are planning on transitioning the event to one that engages external communities.

Mark Barnes, Director of ORI, attended a conference in Singapore (with the VP Academic and Provost) – highlights from that conference are described in section 8 below.

2. Overview of Office of Research and Innovation (ORI) Portfolio

The ORI portfolio consists of:

2.1 Direct Reports:

- Research support and project officers, research ethics support, graduate scholarships and internal grants, research contracts, donor relations, prospect research and administrative support.
- Research Facilities, Centres, and Services**:** Pacific Institute for Climate Solutions (UNBC Program Manager), Quesnel River Research Centre, Centre for Technology Adoption for Aging in the North, TeejLab, Research Data Centre, Northern Health Sciences Research Facility, Research Ethics Board[1]
- Research Services: High Performance Computing, Enhanced Forestry Lab, Northern Analytical Services Lab

2.2 Autonomous Institutes or Centres, reporting to or supported by ORI

- National Collaborating Centre for Indigenous Health, Natural Resources and Environmental Studies Institute, Community Development Institute, Health Research Institute, John Prince Research Forest, Aleza Lake Research Forest

3. Reports from Centres, Institutes and Boards

The UNBC Research Ethics Board annual report (2022) was submitted to ORI on March 12. The full report is available upon request. In summary, the REB welcomed four new members, reviewed 108 new applications (79 UNBC only, 29 harmonized), and 244 renewal applications. There were six compliance concerns raised which were resolved within 2 weeks for all but one which required more involved communication that extended over several months. This was the only issue elevated to the VP Research and Innovation, and it was resolved. The REB also transitioned to the Romeo platform for submission of applications to enhance efficiency.

[1] REB is an independent decision-making body supported administratively by the ORI

With Dr. Margo Greenwood's appointment to Senate, she was required to step down from her leadership roles in the National Collaborating Centre for Indigenous Health, and the CIHR Institute of Indigenous People's Health. Dr. Sarah de Leeuw is providing administrative oversight for the NCCIH, supported by two co-leads (Drs Sheila Blackstock and Daniel Sims). For the CIHR IIPH, the support staff are currently reporting to the Interim VPRI with scientific direction provided by CIHR.

4. Research Grants, Contracts and Outreach (received since last report)

- BC Hydro Fish and Wildlife Compensation Program – Drs. Heather Bryan, Brent Murray and Eduardo Martins were successful funding applicants.
- Pacific Institute for Climate Solutions funding received by:
    - Dr. Sinead Earley for Leading from the North: Building connections across the region for climate action;
    - Dr. Joseph Shea Opportunity Project for Community Resilience and Adaptation to Changing Mountain Snowpacks and Geohazards in the Robson Valley, BC.
- Mitacs Accelerate grants awarded to: Dr. Wenbo Zheng; Dr. Hossein Kazemian; Dr. Kalindi Morgan; Dr. Chow Lee.
- CIHR Planning and Dissemination Grants awarded to: Sarah de Leeuw and Stephen Rader
- International Society for Nurses in Genetics Education grant awarded to Sarah Dewell
- CIHR Team grant (via contract with Montreal Heart Institute; PI is with Montreal Heart Institute) awarded to Davina Banner-Lukaris
- UNBC RDC Award awarded to Rob Olson
- Canadian Frailty Network grant (via contract with Fraser Health; PI is with Fraser Health) awarded to Shannon Freeman

5. Student Research Support and Engagement (received since last report)

- 3 successful Mitacs Indigenous Research Awards (INDRA) in the first round (Jan-Apr) of the new pilot program
- Call for applications out for second round (May-Aug) of Mitacs INDRA awards (2 new applications received)
- 20 Mitacs Globalink Research Interns will be coming to UNBC (May-Aug) 2023 to work with UNBC researchers. This is the largest cohort ever in UNBC's involvement in the program.
- The first cohort (4 students) of Mitacs Indigenous Research Ambassadors (IRAPP) are completing their internships and the second cohort (4 students) will be starting soon. The purpose of this program is to engage students in research and experiential learning opportunities, connect them with researchers and communities, facilitate leadership and mentorship opportunities and celebrate and promote research and cultural connection to the natural world.
- We had a visit from the Indigenous Mentorship Outreach Program collaborators from UBC-Okanagan, who are supporting an Indigenous mentorship program in STEM fields, focused on developing mentorship skills in Indigenous university students. Several UNBC students expressed interest in engaging with the program.

6. Research Facilities and Infrastructure

The Geographic Information Systems Lab (GIS) at UNBC was established in 1994 with an initial infusion of $250k for hardware ($420k in today's dollars), and has excelled as a facility for student experience, research use, and community engagement. The lab is an essential facility for many courses, and routinely hosts multiple collaborative research projects with community stakeholders and is currently developing several

new externally funded projects with significant potential for growth. We recently invested in a much needed hardware upgrade, to replace monitors and add hard drives for the servers.

The Research Computing (High Performance Computing) facility was also in need of hardware upgrades and that investment was recently made, which will add upgraded computers, monitors and docking stations.

A new Manager of Animal Care and Use was recently hired, following changes to enhance support for animal facilities and animal care at UNBC.

7. Graduate Programs

The Office of Graduate Administration continues to improve the process for reviewing and admitting graduate students. The number of graduate students at UNBC has increased, and with that a need to find more and better ways to support students – both financially and academically. Development of the Graduate Student manual is well under way, being led by a graduate student on contract, and supported by the Associate Registrar Graduate.

8. Partnerships and Advancement Activities

8.1 Singapore: UNBC's Vice-President, Academic and Provost, and Director, Research and Innovation recently traveled to Singapore to attend the Canada-in-Asia Conference - a joint effort coordinated by Universities Canada and the Asia Pacific Foundation of Canada to raise the profile of Canadian post-secondary institutions (PSI) in Southeast Asia. The conference brought together government, university, community and industry leadership to explore how Canadian PSIs can establish a stronger presence in a region that is projected to produce 50% of global GDP by 2040. UNBC attended the conference and engagement sessions with Singaporean universities, including a trip to Singapore Management University, and met with members of the provincial government and Navitas (International student recruitment).

Key learnings:

1. UNBC must revise its global engagement strategy.
2. UNBC must build awareness and reputation of its academic programs, research initiatives, and campus culture in Southeast Asia, building its reputation as a leading research-intensive university with a global outlook.
3. UNBC must build global partnerships by establishing new, and strengthening existing, relationships with institutions, organizations, and stakeholders in Singapore. These partnerships will foster academic collaboration, joint research, faculty and student exchanges, pathway programs and joint degree programs. Working with Federal and Provincial governments in Canada, industry partners, alumni and post-secondary partners will be key to this.
4. UNBC should focus on increasing international student enrollment which can be done by effectively supporting partnerships noted above, also supported by Navitas.
5. UNBC needs to foster a welcoming and inclusive campus culture and support intercultural understanding, through creation of a campus culture that celebrates diversity, fosters intercultural understanding, and supports the needs of international students, staff and scholars. Comprehensive support services for international students should include pre-arrival support, academic advising, research engagement opportunities, language training, and cultural integration programs. These services will be tailored to the needs of students from Southeast Asia, and will be delivered in partnership with local service providers.

6. UNBC should encourage students to engage in study abroad and exchange opportunities, enabling them to gain valuable intercultural competencies and global perspectives.

Concrete next steps:

1. Follow up with Singapore Management University and Nanyang Technological University to establish exchange agreements.
2. Follow up with ISED, Global Affairs Canada, PacifiCan, and Trade and Invest BC representatives located in Singapore to build key relationships with individuals who will facilitate UNBC's efforts in ASEAN and other global markets.
3. Follow up with RUCBC Singapore Working group representatives to explore co-supporting pathway programs.
4. Convene an internal working group to begin building out the global engagement strategy focused on two broad areas: partnership development and student supports.

8.2 Fundraising (since last report)

New Donor Funded Awards

- Sodexo Canada Award for Students with a Disability
- Sodexo Canada Indigenous Award
- Access Engineering Consulting Ltd. Award

Revised Donor Funded Awards

- Prkachin Award to support Advanced Study in Psychology
- Ricci Dalton Award
- BC Hydro Environmental Studies Bursary
- UNBC Faculty and Staff Bursary
- William Wilfred Kordyban Memorial Award for Cancer Service
- Northern Pathways to Health Care Bursary

Other updates

We filled the Advancement Information Specialist position and welcomed Sajjan Powar to the ORI team. The Director of ORI attended and engaged with folks at most of the Regional Strategic Planning Engagement Sessions and the BC Natural Resources Forum.

The ORI launched 'Your Impact. Your UNBC.' quarterly e-newsletter in December 2022 to re-connect with donors, community members, partners, alumni etc. The next e-newsletter is scheduled to go out in March (will provide a link to the newsletter in the March report).

Thanks to hard work by ORI and finance staff, process problems associated with recording, transferring funds and issuing receipts for donations have largely been solved. All 2022 charitable receipts were sent by the CRA recommended deadline of February 28th.

9. Youth Engagement and Outreach

10. Priorities for upcoming months

As UNBC transitions from several years of much-needed stabilization of labour relations and financial position, and into the next phase of development and implementation of the universities strategic plan, the

Office of Research and Innovation will play a significant role in supporting enrolment growth and other goals of the strategic plan. Key to that will be the recruitment of a VP Research and Innovation who can lead the institution into this next phase. Priorities for the Interim VPRI over the next few months will be focused on ensuring a solid foundation for growth and reach of UNBC-led research. This will include finalizing at least draft versions of research-related policies and procedures, working with the new Vice-Provost Graduate and Post-doctoral Studies position to enhance supports for graduate students and post-docs, continuing to support the growth of existing partnerships, and enhancing connections and visibility with government and funding agencies.