



KPU Board of Governors - Regular Meeting

Date: June 26, 2024

Time: 4:00 pm – 6:05 pm

Via MS Teams: [Click here to join the meeting](#)

BOARD OF GOVERNORS – REGULAR MEETING AGENDA

Regular Meeting

June 26, 2024

Time: 4:00– 6:05 pm

[Microsoft Teams](#)

Attending: Ivy Chen (Chair), Rhiannon Bennett (Vice Chair), Kwuntiltunaat (Kim) Baird, Michael Chang, Paul Choi, Alan Davis, Ishant Goyal, Aryan Kalia, Amos Kambere, Muhammad Afzal Malik, Lyndsay Passmore, Rod Ross, Takashi Sato, Amanda Smith-Weston, Waheed Taiwo

M = Motion to Approve
D = Discussion
I = Information
E = Education

Regrets:

Presenters & Administrative Resources: Sonia Banwait, David Burns, Laurie Clancy, Lily Chong, Chervahun Emilien, Randall Heidt, Lori McElroy, Zena Mitchell, Diane Purvey, Asma Sayed, Peter Smailes

4:00 pm Regular Board Meeting
Closed Board Meeting to follow
In Camera Debriefing Session to follow

<i>Agenda Item</i>	<i>Resource</i>	<i>Action</i>	<i>Time</i>	<i>Page</i>
1. Call to Order & Introductory Remarks	Ivy Chen		4:00	
We at Kwantlen Polytechnic University respectfully acknowledge that we live, work and study in a region that overlaps with the unceded traditional and ancestral First Nations territories of the Musqueam, Katzie, Semiahmoo, Tsawwassen, Qayqayt, and Kwikwetlem, and with the lands of the Kwantlen First Nation, which gifted its name to this university.				
2. Approval of Agenda	Ivy Chen	M		3
MOTION: THAT the Board of Governors approve the regular meeting agenda for June 26, 2024.				
3. Conflict of Interest	Ivy Chen			
4. Consent Agenda	Ivy Chen	M		6
4.1. Minutes of the May 22, 2024 Regular Board of Governors Meeting				7

MOTION: THAT the Board of Governors approve the following items on the Consent Agenda:
4.1. Minutes of the May 22, 2024 Regular Board of Governors Meeting

5.	Annual Report to the Board on SR14 Sexual Violence and Misconduct Policy	Jennifer Jordan	I	4:05	12
6.	Governance Committee Report				
6.1.	Committee Chair Report	Amos Kambere	I	4:15	
6.2.	Accountability Plan & Report 2023/24	Lori McElroy	I	4:15	30
6.3.	Traditional Chinese Medicine (TCM) Program Update	Diane Purvey	I	4:35	157
6.4.	Board Appointments: Appointed and Elected Members	Lily Chong	I	4:40	160
7.	Human Resources Committee Report				
7.1.	Committee Chair Report	Rhiannon Bennett	I	4:41	
8.	Audit Committee Chair Report	Ivy Chen	I	4:42	
8.1.	Committee Chair Report				
9.	Finance Committee Report	Ivy Chen	I	4:43	
9.1.	Committee Chair Report				
9.2.	FY2025-26 University Draft Budget Principles and Priorities	Chervahun Emilien	M	5:00	162

MOTION: THAT the Board of Governors approve the University Draft Budget Principles and Priorities for FY2025-26, as recommended by the Board Finance Committee.

9.3.	FY2024-25 Consolidated Budget Document	Chervahun Emilien	M	5:10	169
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MOTION: THAT the Board of Governors approve the FY 2024-25 Consolidated Budget Document, as recommended by the Board Governance Committee.

9.4.	KPU Community Trust License Agreement	Peter Smailes / Brent Elliott	M	5:20	189
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MOTION: THAT the Board of Governors approve the execution of a License Agreement between the KPU Communities Trust (KPUCT) and KPU, based on the terms and conditions provided in the report titled “KPU Communities Trust License Agreement”, dated June 7, 2024, for the term of July 1st, 2024 to June 30th, 2027, having determined that the licensed disposal will not affect the future delivery of educational programs, as recommended by the Board Finance Committee.

9.5. New License – Paterson Park	Peter Smailes / Brent Elliott	M	5:30	245
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MOTION: THAT the Board of Governors approve the renewal of the License Agreement between the City of Delta and KPU for the City’s use of KPU’s portion of Paterson Park for a five-year term from July 1, 2024 to May 31, 2029, as recommended by the Board Finance Committee.

9.6. Maple Leaf Education North America (MLENA) License Agreement	Peter Smailes / Brent Elliott	M	5:35	266
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MOTION: THAT the Board of Governors approve the execution of a Third Amended and Restated License Agreement between the Maple Leaf Education North America (“MLENA”) and KPU, based on the terms and conditions provided in the report titled “Maple Leaf Education North America Third Amended and Restated License Agreement”, dated June 7, 2024 , for the term of September 15, 2024 to September 14, 2025, having determined that the licensed disposal will not affect the future delivery of educational programs, as recommended by the Board Finance Committee.

9.7 KPU Communities Trust CARG Application	Peter Smailes	I	5:40	
10. President’s Report	Alan Davis	I	5:42	271
10.1. Report to the Board				
11. Provost’s Report	Diane Purvey	I	5:47	
11.1. Report to the Board				
12. Senate Report – meeting held on May 27, 2024 and June 24, 2024	Alan Davis	I		
13. Next Meeting Agenda Contribution	Ivy Chen	D	5:52	
14. For the Good of the Order	All	D		
15. Feedback on the Meeting	All	D		
16. Closing Remarks	Ivy Chen			
17. Election of Board Chair and Vice-Chair	Lily Chong	Election	5:55	

18. Recognition of Departing Board Members	Ivy Chen	6:00
19. Appendix:	N/A	I
19.1. Report to the Board of Governors		
19.2. President's Annual Policy Report – Status Update		
19.3. Phase One Posting:		
• HR24 Protected Disclosure		
20. Next Meeting: Regular Board Meeting Wednesday, September 25, 2024 Location: IN PERSON – TBD 4:00 – 7:00 pm	Ivy Chen	6:05
21. Adjournment	Ivy Chen	6:05

BOARD OF GOVERNORS - REGULAR MEETING

Agenda Number: 4

Meeting Date: *June 26, 2024*

Presenter(s): *Ivy Chen*

AGENDA TITLE: CONSENT AGENDA

ACTION REQUESTED: Motion

RECOMMENDED RESOLUTION

THAT the Board of Governors approve the following items on the Consent Agenda:

4.1. Minutes of the May 22, 2024 Regular Board of Governors Meeting.

Attachments

1. Minutes of the May 22, 2024 Regular Board of Governors Meeting.

Submitted by

Sonia Banwait, Executive Assistant to the Board of Governors

Date submitted

June 6, 2024

BOARD OF GOVERNORS - REGULAR MEETING

Minutes of Regular Meeting

Wednesday, May 22, 2024

4:00 p.m. – 4:29 p.m.

MS Teams

Present: Board

Rhiannon Bennett, Vice-Chair
Ivy Chen, Chair
Alan Davis, President & Vice-Chancellor
Amos Kambere
Ishant Goyal
Takashi Sato
Amanda Smith-Weston
Waheed Taiwo

University G8 members

Laurie Clancy, Vice-President, Human Resources
Chervahun Emilien, Chief Financial Officer
Randall Heidt, Vice-President, External Affairs
Zena Mitchell, Vice-President, Students
Diane Purvey, Provost & Vice-President, Academic
Asma Sayed, Vice-President, Equity & Inclusive Communities
Peter Smailes, Vice-President, Administration

Presenters and Administrative Resources

Lily Chong, University Secretary & Executive Assistant to the President & Vice Chancellor
David Connop Price, Director, Communications and Media Relations
Lori McElroy, Associate Vice-President, Planning and Accountability

Regrets: Kim (Kwuntiltunaat) Baird, Chancellor

Sonia Banwait
Aryan Kalia
Michael Chang
Paul Choi
Muhammad Afzal Malik
Lyndsay Passmore
Rod Ross

**1. Call to Order and
Introductory Remarks**

The Chair called the meeting to order at 4:01pm.

The Chair acknowledged KPU's commitment to reconciliation and recognition that we live, work and study in a region that overlaps with the unceded traditional and ancestral First Nations territories of the Musqueam, Katzie, Semiahmoo, Tsawwassen, Qayqayt, and Kwikwetlem, and with the lands of the Kwantlen First Nation, which gifted its name to this university.

2. Approval of Agenda

MOTION #35-23/24

MOVED, SECONDED AND CARRIED THAT the Board of Governors approve the regular meeting agenda for May 22, 2024.

3. Conflict of Interest

No other conflict of Interest was declared.

4. Approval of Consent Agenda

MOTION #36-23/24

MOVED, SECONDED AND CARRIED the amended motion THAT Board of Governors approve the following item on the Consent Agenda as circulated:

4.1. Minutes of the March 27, 2024 Regular Board of Governors Meeting.

5. Governance Committee Report

5.1. Committee Chair Report

Amos Kambere, Committee Chair, informed the committee met on March 13, 2024 and noted the items discussed at the meeting are on the agenda.

5.2. *AC10 Development and Change of Senate-Approved Programs*

David Burns, Associate Vice-President, Academic, presented Policy AC10 and informed that with the recent approval of the omnibus approach to revise existing Policies and Procedures to accommodate and develop the Faculty of Graduate Studies, this policy requires a change to include clarification that programs at the master's level will proceed to the Faculty of Graduate Studies' Council to ensure that appropriate governance structure for master level program development.

David Burns informed the policy has been recommended by Senate and the Board Governance Committee and is now coming forward to the Board, the approving jurisdiction, for final approval.

MOTION #37-23/24

MOVED, SECONDED AND CARRIED THAT the Board of Governors approve AC10 Development and Change of Senate-Approved Programs, effective September 1, 2024, as recommended by the Board Governance Committee.

5.3. *AC13 Minimum Qualifications for Faculty Members*

David Burns explained the change to this policy includes clarification that faculty members in their respective departments will determine and recommend the minimum faculty qualifications required to the Dean of Faculty of Graduate Studies (FoGS), for master's programs.

Burns noted this policy has also been recommended by Senate and Board of Governance Committee, and is now coming to the Board for final approval.

MOTION #38-23/24

MOVED, SECONDED AND CARRIED THAT the Board of Governors approve AC13 Minimum Qualifications for Faculty Members, effective September 1, 2024, as recommended by the Board Governance Committee.

5.4. Faculty of Graduate Studies – Final Approval

David Burns provided a brief summary of the Faculty of Graduate Studies proposal included in the agenda package and shared the context on the history of developing the program.

Burns noted there has been growing demand for graduate-level programs as KPU is targeting the demographic consisting of students with a higher age average who may potentially hold credentials and are looking to enroll into graduate programs.

MOTION #39-23/24

MOVED, SECONDED AND CARRIED THAT the Board of Governors approve the establishment of the Faculty of Graduate Studies at KPU, effective September 1, 2024.

6. Human Resources Committee Report

6.1. Committee Chair Report

No report – March meeting was postponed.

7. Audit Committee Report

7.1. Committee Chair Report

Ivy Chen, Committee Chair, informed that the committee met on May 14, 2024 and there was nothing to report.

8. Finance Committee Report

8.1. Committee Chair Report

Ivy Chen, Committee Chair, informed that the committee met on May 14, 2024 and there was nothing to report.

9. President's Report

9.1. Report to the Board

Alan Davis, President, shared that a fulsome report is being assembled that will include a draft of the Accountability Report and a report of the activities taking place around the University, coming forward at the June meeting.

10. Provost's Report

10.1. Report to the Board

Diane Purvey, presented the Provost report and shared KPU has been participating and presenting in several conferences this Spring.

Purvey shared that KPU received a silver prize in the Excellence in Sustainable Development Goals (SDG) category of the 2024 Awards of Excellence, presented by Colleges Institutes Canada (CICan).

11. University Secretary's Report – Board of Governors Chair and Vice-Chair Elections

Lily Chong, University Secretary, provided a notice of Board Chair and Vice-Chair election, noting elections will be held at the next meeting in June.

The University Secretary advised that in order to be eligible for election, the Board Chair and Vice-Chair must be Appointed Members of the Board.

Interested members were encouraged to submit their names to the Board Office. Board members wishing to nominate others were reminded to inform the person they wish to nominate prior to sending their name to the Board Office for consideration.

12. Senate Reports

Senate reports from April 22, 2024 was included in the meeting package.

13. Next Meeting Agenda Contribution

Board members were asked to send contributions for the next meeting agenda to the Board Office at least two weeks in advance of the meeting.

14. For the Good of the Order

There were no additional items identified.

15. Feedback on the Meeting

There was no other feedback on the meeting.

16. Closing Remarks

The Chair thanked everyone, including Board Members for attending and contributing to the discussions. The Chair also thanked the guests who attended the meeting.

17. Next Meeting

The next meeting has been scheduled for Wednesday, June 26, 2024 and is in-person at the Surrey Campus in Surrey Cedar 2110.

18. Adjournment

The meeting adjourned at 4:29pm.

Board Chair

BOARD OF GOVERNORS - REGULAR MEETING

Agenda Number: 5

Meeting Date: June 26, 2024

Presenter(s): Jennifer Jordan

AGENDA TITLE: ANNUAL REPORT TO THE BOARD ON POLICY SR14 – SEXUAL VIOLENCE AND MISCONDUCT POLICY

ACTION REQUESTED: Information

RECOMMENDED RESOLUTION

N/A

COMMITTEE REPORT

For Secretariat Use Only

Context and Background (Heading 3)

[On May 19, 2016, the Government of British Columbia passed the Sexual Violence and Misconduct Policy Act in an effort to make campuses safer and more responsive to the needs of victims/survivors of sexualized violence and sexual misconduct. The Act requires every BC post-secondary university, college and institute to develop, implement and make publicly available on the institution's website, a sexual misconduct policy. SR14, KPU's Sexual Violence and Misconduct Policy, was approved by the Board of Governors on April 22, 2017. Section 6(2) of the Sexual Violence and Misconduct Policy Act instructs:

Each year, the president of a post-secondary institution must report to the governing body on the implementation of the post-secondary institution's sexual misconduct policy.

The following report has been drafted by the Director Student Rights and Responsibilities, in consultation with KPU's SVM Advisory Group, to inform the President and Board of Governors of policy-related activities that have taken place over the past year.]

Key Messages

1. This is a report of the major activities undertaken in support of this policy from June 1, 2023 to May 31 2024 under the four categories of: 1) prevention; 2) response; 3) policy review; and, 4) data and reporting.

Resource Requirements

BC's Sexual Violence and Misconduct Policy Act instructs that each year the president of a post-secondary institution must report to the governing body on the implementation of the post-secondary institution's sexual violence misconduct policy.

Implications/Risks

The filing of this report is in compliance with the Sexual Violence and Misconduct Policy Act.

Consultations

1. KPU's SVM Advisory Group
2. SRRO
3. OPA
4. PUE

Attachments

1. Annual Report to the Board of Governors on KPU's Sexual Violence and Misconduct Policy (SR14)
-

Submitted by

Jennifer Jordan

Date submitted

June 11, 2024



Annual Report to the Board of Governors

**On KPU's Sexual Violence and Misconduct Policy
(SR14)**

June 2024



BACKGROUND and INTRODUCTION

The Director Student Rights and Responsibilities, in consultation with KPU's Sexual Violence and Misconduct (SVM) Advisory Group, is proud to present the following report to inform the President and Board of Governors of policy-related activities that have taken place over the past year.

On May 19, 2016, the Government of British Columbia passed the [Sexual Violence and Misconduct Policy Act](#); and KPU's Sexual Violence and Misconduct Policy (SR14) was approved by the Board of Governors on April 22, 2017. KPU's Policy [SR14](#) and its related [Procedures](#) address how members of the University community will respond to a Disclosure and/or Complaint and/or Report, and provides guidance on where to report an incident of Sexual Violence and Misconduct. Each year, according to the Act, an annual report to the University Community outlining the implementation of the University's sexual violence and misconduct policy is to be presented to the Board. This annual report encompasses the time period between June 1, 2023 – May 31, 2024.

In reporting on KPU's approach to this work it is important to provide some background on the Provincial landscape in which this work is embedded. The scope of possible incidents that Post-Secondary Institutions (PSIs) are tasked with addressing is broad but despite the scope being the same for all PSIs there are dramatic differences between each institution; for example, there is institutional variation in geography, size, and composition. The legislation gave PSIs the autonomy to develop policy and procedures that reflected their own institutional realities.

Situating KPU within the Provincial context, the scope of KPU's policy is the whole University Community; employees and students. As such, both Human Resources and the Student Rights and Responsibilities Office (SRRO) have a role in administering SR14's policy and procedures. The SRRO works with Human Resource Services regarding any reports or incidents involving both employees and students. Reports involving only employees are managed by the AVP, People Relations and Labour Relations Specialists.

The SRRO provides [support and education](#) to the KPU community about Policy SR14. The Office employs a victim-centered/trauma-informed approach as per the guiding principles of the Policy and engages in the following activities:

1. Sexual misconduct prevention (promotes awareness, delivers education and training workshops);
2. Sexual misconduct response (provides support, conducts investigations, facilitates accommodations [course considerations], applies restorative practices and provides opportunity for informal, alternative or restorative justice resolution);
3. Policy review;
4. Data and reporting.

It is important to note the SRRO is not a sexual assault centre. Nor is it exclusively a Sexualized Violence Prevention / Response Office. Larger institutions have Centres and / or Offices dedicated solely to SVM. At KPU the SRRO has a broader mandate which includes administering policy ST7 (Student Non-Academic Misconduct); and, handling reports of students displaying behaviours of concern which

sometimes involves risk and threat assessment. The Director of the SRRO Chairs KPU's SVM Advisory Group, the Behaviour Intervention Team (BIT), and Co-chairs the Threat Assessment Team (TAT).

KPU has an established SVM Advisory Group that meets approximately once or twice per semester and whose membership *typically* consists of:

- Director, Student Rights and Responsibilities (Chair)
- AVP, People Relations
- Director, Risk and Security
- AVP, Student Affairs
- Vice President, Students

The purpose of this group is to review any information, incidents or practices that may impact the ongoing implementation of KPU's SR14 Policy and Procedures. In so doing, the Advisory Group will consider sexual violence and misconduct in the context of federal, provincial and local government legislation (existing and pending), alongside prudent and promising practices in the sector related to sexual violence and misconduct.

June 1, 2023 – May 31, 2024 ACTIVITIES

The SRRO is a department of four (4); staffed by a Director and three Student Rights and Responsibilities Liaisons (SRRLs). All are in permanent full-time roles and provide service to all five KPU campuses. The SRRO is housed under the Division of Student Affairs with the Director reporting to the AVP, Student Affairs.

The work of the SRRO is informed by specialized training, involvement in various Communities of Practice, learnings from the national Courage to Act project, viewing webinars, attending conferences and undertaking readings of current literature.

The major activities undertaken in support of Policy SR14 from June 1, 2023 to May 31, 2024 fall into the following four categories:

1. Sexual misconduct prevention (promote awareness, deliver education and training workshops);
2. Sexual misconduct response (provide support, conduct investigations, facilitate accommodations, apply restorative practices for informal or alternative resolution);
3. Policy review; and,
4. Data and reporting.

1. SEXUAL MISCONDUCT PREVENTION

It is the mission of the SRRO to promote a community of care and respect; as such, the office is made visible by forming relationships with other departments and participating at various events and initiatives as appropriate throughout the year to promote the SRRO's services.

The SRRO manages a webpage specific to Sexual Violence and Misconduct (which is available at www.kpu.ca/sexual-misconduct); and provides [education and awareness](#); for example, the short video on "how to receive a disclosure" is available in English, Mandarin and Punjabi. The SRRO can deliver on-demand workshops on topics that include: 1) How to receive a disclosure; 2) Bystander awareness; and, 3) Consent and healthy relationships or a condensed version touching on all three topics. Links to the

SRRO webpage, which then links to the Sexual Violence and Misconduct webpage, are available on KPU's Safe App, the Telus Health Student Support App and International's iCent App.

KPU also has a Health Promotion department and they have developed a [Sexual Health and Wellness webpage](#), collaborating with the SRRO to provide content about consent and awareness of the role of SRRO.

The SRRO's Director, and KPU instructor Alana Abramson, continue to schedule and host the Restorative Justice Post-Secondary Collective (RJ-PSEC); which is a community of practice of colleagues in BC PSIs interested in and/or utilizing Restorative Justice in their practice. This group continues to explore Restorative Justice and restorative practices as a response to sexualized violence. A [Wordpress site](#) has been developed that serves as a national repository of relevant information and literature specific to RJ; with a sub-section specifically on RJ as a response to sexualized violence. Furthermore, the Director and Alana also coordinate a group at KPU where colleagues interested in Restorative Justice have done extensive work promoting RJ as a response option for all forms of harm. Most notably the recent revisions to KPU policies ST2 and ST7 (academic and non-academic misconduct), that became effective in 2023, explicitly define Restorative Justice and present RJ as one of a number of potential responses to misconduct.

SRRO's activities this past year specific to prevention included:

- 1. Safer Campuses for Everyone course – live and digitally badged:**

Since April 2023, the [Safer Campuses for Everyone](#) asynchronous, online modules have been available to the KPU community. These modules have been promoted to students via email each semester since going live (emails to students in summer 2023; fall 2023 and spring 2024) and via the Student Affairs Instagram account. A workshop focusing on these modules was conducted at the KSA SEXPO event. The SRRO is excited to report that as of November 2023, the Safer Campuses for Everyone Moodle course is digitally badged. Anyone (students and/or employees) completing all four modules will receive a digital badge.

- 2. Enhancing KPU's existing anonymous or confidential reporting system for Sexualized Violence (sub-project of creating four videos):**

In order to utilize funding from the Ministry to enhance KPU's existing anonymous or confidential reporting, the SRRO engaged in an extensive review on how to best use these funds. As part of this review, two areas of opportunity were identified:

I. Opportunity to more clearly communicate how students could report anonymously or confidentially; and,

II. Opportunity to expand on KPU's existing anonymous reporting options.

The SRRO responded to these opportunities in two ways:

I. Created an [anonymous reporting webpage](#) and this webpage contains an anonymous reporting form where students and employees can submit information anonymously and an email is sent directly to the SRRO. The SRRO can then respond, offering supports and resources and an invitation to connect (while still remaining anonymous) to have further dialogue if the person reporting wants that.

II. Enhanced the already existing and heavily promoted [KPU Safe App](#) to include information about how to report SV anonymously in more than one area of the App. For example, should a student or employee select “Report a Concern”, the option to file a Sexual Misconduct Report is available and in selecting that option, students are taken to the anonymous reporting form and if they submit that form, the SRRO receives an email and can respond as already described. Individuals also have an option to report if they first start by exploring support resources available to them on various topics including Sexual Misconduct. Directions on using the Safe App to report anonymously, with accompanying screenshots, is described on the anonymous reporting webpage.

With these two enhancements, KPU has provided information about five different ways individuals can report SV anonymously on the anonymous reporting webpage.

The funding received from the Ministry were utilized to contract an external company to produce four videos with English captioning which will aid the SRRO in conveying a lot of information to students in an engaging format. The four cc’ed videos focus on:

- a. Anonymous Reporting
- b. How the SRRO supports those who disclose/report SV
- c. Promoting the Safer Campuses for Everyone online Moodle course
- d. Safety on Campus (promotes the KPU Safe App and KPU Security)

Please see **Appendix A** for a copy of the detailed interim report to the Ministry on this initiative.

3. Increasing SRRO’s Social Media Presence:

This past year, the SRRO developed a social media plan and had Student Affairs put out Instagram posts about the office on a monthly basis. Posts specific to SVM were:

September x2 – intro to SRRO and its services / promoting SEXPO

October x1 – promoting the Safer Campuses for Everyone Moodle course

November x1 – highlighting International Day for the Elimination of Violence Against Women

March x1 – promoting a guest speaker event (Jane Piper)

4. Developed and updated resources:

The SRRO updated an existing resource titled “[Helping Someone Who Discloses Sexual Violence: What You Can Do*](#)” and developed a new resource titled “[The Student Rights and Responsibilities Office: How We Can Support Those Impacted Sexual Violence and/or Misconduct](#)”. The SRRO also added the [First Nation Health Authority Mental Health Provider List](#) to the list of external community and support services available on the [Supports and Resources sub-webpage](#).

5. Worked on webpage development and accompanying digital/print resources focused on intimate partner/relationship violence (sub-project of working with a PSYC 4500 Interpersonal Relations student group):

In spring of 2023 there were a few reports of incidents related to intimate partner/relationship violence. The only link to KPU being that one of the people involved was a KPU student. These were not incidents for the SRRO to address, they were handled by Security. Through the work of KPU’s SVM Advisory Group, it was determined that making information available to the KPU

Community about intimate partner/relationship violence would be useful. As such, in fall 2023, HR and SRRO partnered to have an employee representative from those departments work together on researching potential content to include on a KPU webpage on this topic. They looked to what some other PSIs have already developed; as well as, information from subject matter experts. In spring 2024, the instructor for PSYC 4500 S10 approached the SRRO about having a student group do an applied class project with the SRRO. The SRRO accepted and tasked the group with working on the intimate partner/relationship violence topic. Activity occurred in the spring 2023 semester where the as part of their project, the students developed two infographics related to this topic that can be used as part of a promotional campaign (posters) and as a pdf resource. They also provided their perspective on information they would pay attention to, or would want to see on this topic, as KPU students. Finally, they conducted research to determine if a webpage was the best way to convey this information and determined that this was the case.

The SRRO and HR are also currently investigating the iHeal app, a new resource developed to support women who have experienced intimate partner violence and whether this is a resource that should be included on the webpage.

The goal for the rest of 2024 is to work with Communications and Marketing to create and then launch an Intimate Partner Violence/Relationship Violence webpage under SRRO's Sexual Violence & Misconduct [website](#).

6. Co-hosted with KPU Instructor Alana Abramson a Guest Speaker event:

Jane Piper came to KPU on March 14, 2024 to speak about her personal experience with Restorative Justice as a healing response to Sexual Violence. What is unique is that Jane did not go through a traditional Restorative Justice process of meeting directly with her attacker; rather, she has engaged in surrogate Restorative Justice. This speaks to the range of possibility as to what RJ can look like within the field of Restorative Justice.

Jane's website: <https://janepiper.com/about-jane-piper/>

7. Workshops/Presentations/Tabling:

The focus of the SRRO this past year was on the project to create 4 videos and increasing the SRRO's social media presence. Additionally, the SRRO saw a 21% increase in workload due to increased referrals to our office. As mentioned, the SRRO's mandate is broad and complex, dealing with student issues ranging from non-academic misconduct; threats of self-directed or general violence; students in distress; and, students displaying behaviours of concern. As such, capacity to deliver workshops and presentations was limited this past year.

It is also important to name an ongoing challenge and that is when the SRRO offers scheduled workshops in various formats (in-person [at various campuses], online, daytime or evening sessions, lunch 'n learn), students either do not attend or a "good" turn-out is still less than 5 students. The SRRO has tried holding scheduled workshops for several years now and the lack of interest indicates this is not an effective method for reaching students. This is why the SRRO changed its focus last year to developing videos which will be promoted throughout the year, combined with an increased social media presence, from the SRRO. Also, the SRRO is not seeing any uptake of the online Moodle course. When participation in such activities is not mandated or required, students have too many competing priorities and do not voluntarily engage with

programming that takes up to 1 – 1.5 hours of their time. The four videos that have been developed are 5 minutes or less in length yet convey a wealth of information. It is the SRRO's hope students will engage more with the videos (when they are made available).

The SRRO delivered workshops; gave presentations about the office's services and participated in tabling* opportunities as follows:

*tabling is when the SRRO sets up a table at KPU events and engages with students to promote the services of the office.

Workshop: Consent, Bystander Intervention, and How to receive a disclosure of sexual violence			
Student Group	~ # of Participants	Employee Group	~ # of Participants
KSA's SEXPO (Sep. 27, 2023)	~14		
SRRO workshop – Safer Campuses for Everyone Modules (Oct. 4, 2023)	~2		
TOTAL	~16		

Presentations: Awareness of SRRO's Services which include support and education with regards to SVM			
Student Group	~ # of Participants	Employee Group	~ # of Participants
ENTA students (June 2023)	~15		
TOTAL	~15		

It is important to note that the SRRO presents at new student orientation; new employee orientation and is invited into some cohort classes. These presentations are a general overview of the SRRO and the range of services provided; as such, SVM is mentioned but not the focus of these presentations.

Tabling: Awareness and Prevention of Sexual Violence and Available Supports			
Event	~ # of Participants		
KSA's SEXPO (Sep. 27, 2023)	~125		
TOTAL	~125		

It is important to note that the SRRO tables at other events, such as KPU Community Day and during Thrive month, but the focus is on the broad range of services offered (which includes SVM support). The purpose is to introduce and familiarize the SRRO to the Student Community.

2. SEXUAL MISCONDUCT RESPONSE

The SRRO serves as a conduit to [internal supports and external resources](#) with expertise in sexual and domestic violence, health, and community support. The SRRO has made connections with community organizations such as MOSAIC, Surrey Women's Centre and DIVERSEcity which expands knowledge of supports and resources available externally to KPU students.

During the reporting period (June 1, 2023 to May 31, 2024), the SRRO provided direct support to **10 students** who connected with the SRRO for support on issues that had an element of sexual violence and misconduct. Disclosures may be happening elsewhere on campus that are not reported to the

SRRO. As such, this number may not be representative of actual instances; rather, this number represents students whom have interacted with the SRRO.

Issues included things such as:

- inappropriate and unwanted flirting/attention and persistence; sometimes characterized as stalking
- Instances of historical and off-campus sexual abuse/assault (no connection to KPU) where students were seeking support
- unwanted and inappropriate behavior by students they know (either because they are in a class with them (issues include inappropriate use of Moodle to make contact and also includes unwanted emails) or due to having an interpersonal connection

Students who disclose information to the SRRO are given information on the options available to them; both support and resolution options. In some instances, students are seeking some form of accountability from the person alleged to have caused harm or else options to avoid future contact or interactions with that person. In other instances, the help sought includes forms of support and/or academic accommodations (course considerations).

3. POLICY REVIEW

Post Secondary Education and Future Skills (PSFS) SV Advisory Group:

The Director of the SRRO is an inaugural and ongoing member of the SV Advisory Group that is coordinated by the Ministry of Post Secondary Education and Future Skills (PSFS). This group meets monthly and is the main connection point between PSFS; BC post-secondary institutions (PSIs); student groups / associations; and, community organizations specializing in sexualized violence. The main purposes of the group are to:

- Provide ongoing and annual recommendations and feedback to PSFS on its strategic direction, programs, and initiatives, relating to efforts at preventing and responding to sexualized violence in the post-secondary education system.
- Consult with various stakeholder groups, including students, post-secondary institutions, and community organizations on matters related to sexualized violence in the post-secondary education system.
- Provide guidance to affiliated SV Working Groups.

In the past year, this group provided input on both the policy review and the Ministry's draft Sexualized Violence Action Plan. The policy review process was concluded in 2023 and PSIs were notified via letter with an attached summary document of what was learned by the review. This policy review process led to the development of a draft Sexualized Violence Action Plan, which is currently wrapping up its consultation phase. The Sexualized Violence Action Plan, once finalized, will potentially inform legislative amendments to the Sexual Violence and Misconduct Policy Act. Any amendments are not expected to occur before 2025.

The Director, as a member of the SV Advisory Group, provided feedback on the Ministry's draft sexualized violence action plan. Additionally, the Director participated in the March 6 engagement session to validate the Ministry's sexualized violence action plan; as well as, provided feedback via the survey that was sent out.

KPU's Sexual Violence and Misconduct (SR14) Policy:

2023 was the year PSIs were to undertake a comprehensive review and consultation of their SVM policies; however, due to the Ministry's policy review being conducted at the time, there was informal communication that PSIs could postpone this review. In last year's annual report, this is what was reported, that KPU was holding off on undertaking a review of policy SR14. Instead, policy SR14 underwent a cursory review in spring 2023 to ensure accuracy of information which resulted in some links to information being updated and the effective date of the policy was updated to May 3, 2023.

On October 26, 2023 the Presidents of all PSIs were sent a letter from the Ministry confirming the requirement for continued compliance with the existing Sexual Violence and Misconduct Policy Act, in particular the requirement under section 3(1) to conduct policy reviews every three years. It was further noted that Institutions who are approaching their three-year policy review deadline should be proceeding with their policy review process as planned.

From the Act:

"Review of policy

3

(1) A post-secondary institution must review its sexual misconduct policy

(a) at least once every 3 years, and

(b) when directed to do so by the minister.

(3) For the purposes of subsection (1) (a), the first 3-year period begins on the date that a post-secondary institution establishes its first sexual misconduct policy under section 2."

KPU's policy was SR14 initially came into effect April 22, 2017; as such, the normal review period would have commenced April 22, 2023. As mentioned, this was delayed due to the policy review and then direction from the Minister came in October of 2023. KPU launched the policy review process on December 6, 2023 in accordance with GV2 [Protocol for the Development of University Policies / Procedure](#). The Phase One Rationale was posted on the KPU Policy Blog for a 3-week Phase One Posting period, with invitation for requests to be included in the consultations during the policy development process due by January 4, 2024. The next step is to conduct the consultation process; the planned start for this process is summer 2024.

4. DATA AND REPORTING

Post Secondary Education and Future Skills (PSFS) Working Group on Data and Reporting:

The Director of the SRRO is also a member of a Ministry coordinated Working Group on Data and Reporting that developed a toolkit for PSIs called "Creating a Culture of Accountability: A Toolkit for Data & Reporting on Sexualized Violence Response and Support at Public Post-Secondary Institutions in British Columbia".

This toolkit was developed collaboratively by the Sexualized Violence Data and Reporting Working Group, made up of staff from British Columbia (BC) public post-secondary institutions and representatives from the BC Ministry of Post-Secondary Education and Future Skills. The working group was established as an outcome of "The Moving Forward Together Forum: Building Capacity to Prevent and Respond to Sexual Violence on Campus".

The purpose of this toolkit is to assist staff and administrators responsible for implementing stand-alone sexualized violence policies in preparing and disseminating their institution's annual report, as required by the [Sexual Violence and Misconduct Policy Act](#). It provides Guiding Principles and identifies promising practices in the process of collecting and reporting sexualized violence data in ways that acknowledge the unique context, policies, and practices of each institution. This toolkit also supports actioning sexualized violence prevention education and response efforts at BC public post-secondary institutions. It is not meant to be directive or prescriptive, as public post-secondary institutions have unique policies and practices that have been developed to support and respond to the needs of their own communities.

In last year's annual report, it was noted the Ministry was planning to release the toolkit in fall 2023. Instead, the Ministry conducted a thorough review which included Government Executive and the Ministry's Indigenous Partners. The Working Group met in May 2024 to review the latest version and endorsed it. The recommended final version of the toolkit will hopefully be released to PSIs in fall 2024.

KPU's Guidelines in Reporting Investigations:

Under KPU Policy SR14 (Sexual Violence and Misconduct) individuals can disclose, report and/or complain:

Disclosure:

A report of Sexual Violence and Misconduct by a Victim/Survivor, that does not constitute a Complaint.

Report:

A report of Sexual Violence and Misconduct by someone other than the Victim/Survivor, that does not constitute a Complaint.

Complaint:

A complaint that a person has committed an act of Sexual Violence and Misconduct contrary to the Policy.

Disclosures, Reports and Complaints under KPU Policy SR14 include an element of one or more of the following: Indecent Exposure, Sexual Assault, Sexual Exploitation, Sexual Harassment, Sexual Violence and Misconduct, Stalking and Voyeurism.

As the policy allows individuals to disclose and seek support for incidents that have no connection to KPU other than the individual has chosen to disclose to someone at KPU; and, anyone at any time can receive a disclosure or report of sexualized violence that may not be shared with the SRRO or Human Resources, KPU has established guidelines on what will be publicly reported on. Disclosures and reports will not be reported on. **Only the number of investigations commenced arising from a formal complaint, that involves an element of policy SR14 and has a KPU connection, will be publicly reported.** Additionally, as Victims/Survivors and Respondents have privacy rights under the Freedom of Information and Protection of Privacy Act (BC) to which KPU is subject, **KPU will only report on investigations when the number of investigations reaches a minimum of five (5) for the reporting period.** This is in order to prevent divulging information that could reveal the identities of Victims/Survivors and Respondents. Where the number of investigations is fewer than five (5), the entry for that year will read "Below threshold for reporting". For the period of this report, the minimum threshold of 5 investigations was not reached.

Number of <u>Investigations</u> Commenced by Student Rights and Responsibilities and/or Human Resources that involves an element of policy SR14 and has a KPU connection.	
Year	Number of Investigations
2018	Below threshold for reporting
2019	Below threshold for reporting
2020	5
2021	Below threshold for reporting
2022	Below threshold for reporting
2023	Below threshold for reporting

SRRO's GOALS FOR JUNE 2024 – MAY 2025

- Director maintains role on provincial SV Advisory Group.
- Conduct the consultation process on proposed revisions to SR14 policy and procedures. The consultation process is planned to commence in summer 2024 and likely extend into 2025 for full approval of an updated policy and procedure.
- After the policy and procedures are revised, create a summary document in plain language and have it translated into other languages as a resource for students.
- Continue to send out semester emails promoting the supports SRRO offers and also a specific email at the beginning of each semester regarding the appropriate use of Moodle.
- Roll-out messaging to the KPU Community about the four videos that have been created and captioned in English.
- Closed captioning in two additional languages (Punjabi and Mandarin) for each of the videos.
- Roll-out messaging to the KPU Community about the new webpage about intimate partner/relationship violence (webpage planning is currently in development).
- Conduct a robust and planful promotional campaign for three consecutive semesters (starting January 2025) promoting the SRRO and all the enhanced resources available to the KPU Community (e.g. anonymous reporting; enhancements to KPU Safe App; digitally badged online course; intimate partner/relationship violence webpage; updated resource documents). This campaign will include social media messaging, posters on all campuses, emails to students and today@ messages for employees.
- Develop an outline for a sexual violence and misconduct prevention and education plan (formalizing the SRRO's approach to SVM education and training).
- The Ministry, in partnership with BCcampus, will be rolling out four new resources focusing on specific student populations and subject areas:
 - A resource for International / Foundation-level students around boundaries and consent and healthy relationships.
 - A "Let's Talk Consent" resource.
 - A resource for graduate students that can also be adapted to be a resource for faculty.
 - A resource for indigenous students.

When these are available, link to them from KPU's [education and awareness sub-page](#) so they are readily available to the KPU Community.

- Explore the potential for a process of auto-enrolling students in the Safer Campuses for Everyone online Moodle course.
- Pursue having questions regarding students' perceptions of sexual violence at KPU included in the next Student Satisfaction Survey to provide updated data to compare to the 2022 results.

Appendix A

Ministry Funding Intended to Enhance KPU's Existing Anonymous or Confidential Reporting System for Sexualized Violence

KPU's Interim Report to the Ministry on Outcomes Achieved
May 29, 2024

Background:

The Ministry of Advanced Education and Skills Training (MAEST), [which is now the Ministry of Post-Secondary Education and Future Skills (PSFS)] sent letters to PSIs on March 28, 2022 providing one-time funding to support the implementation of an external, anonymous reporting platform for sexualized violence (SV). The letter KPU received (Ref.124652) indicated that \$20,538.00 would be transferred to KPU. These funds were received.

Based on feedback from the sector, the Ministry issued an amended letter on May 11, 2022 (Ref. 125262) that stated:

"These funds are expected to support the following outcomes:

- Implementation of an anonymous or confidential SV reporting platform, or the enhancement of an existing anonymous or confidential SV reporting system, that is trauma-informed, survivor-centric, easily accessible to students, and will integrate with and/or enhance existing institution supports and services."

The timeframe of this project was from May 11, 2022 to March 31, 2024 with a final report on outcomes achieved due by May 1, 2024.

Exploration and Analysis Phase:

From May 11, 2022 through December 31, 2022, KPU engaged in dialogue with representatives from other PSIs and explored acquiring the REES platform. After meeting with representatives for the REES platform, it was determined that going this route was not a feasible option for KPU. The initial set-up and annual fee for year 1 exceeded the funding from the Ministry. Furthermore, to maintain the REES system beyond one year would require KPU to fund the platform on an ongoing basis. As such, the SRRO did not move forward with acquiring the REES platform.

It is important to note that anonymous reporting options already existed at KPU at the time this funding was received. Thus, it was determined that KPU would be able to utilize the funds to enhance our existing anonymous or confidential SV reporting system in ways that integrate with existing institution supports and services.

The various ways to report anonymously and/or confidentially identified at that time were as follows:

1. For students, KPU's Student Rights and Responsibilities Office (SRRO) is the office they would go to in order to initiate a complaint. That said, a student does not have to initiate a complaint in order to connect with the SRRO. Students can also disclose. As per KPU's SR14 Sexual Violence and Misconduct [Policy](#) and [Procedures](#); a disclosure is a report of Sexual Violence and Misconduct by a Victim/Survivor, that does not constitute a Complaint. This means that there is no requirement for someone to share their identity in order to disclose and receive support from the University. It is important to recognize that students want to have the option to disclose that something has happened and receive support without having to disclose personal details or initiate a complaint. Therefore, a student can disclose an incident of sexual violence/misconduct to anyone at the University and be directed to supports and resources without their identity being shared with the SRRO. If a student reaches out to the SRRO directly, they can choose to remain anonymous as they don't have to provide their name when contacting the SRRO. Students could choose to phone the SRRO or if emailing, they can do so from an account other than their KPU student email account.

Challenges with this option include that students may not be clear about the difference between a disclosure and a complaint and may not be aware that they can disclose without initiating a complaint process. There may also be a lack of understanding on how to access supports and resources passively. KPU does have a webpage with links to a number of internal and external supports but students may not think to look there for anonymous support. Also, students may not know that in calling the SRRO or emailing from a non-KPU email, this provides them anonymity.

Opportunity to enhance this existing anonymous or confidential SV reporting system that integrates with existing institution supports and services:

There is an opportunity to add more description / instruction for KPU Students on how to disclose and / or receive supports anonymously.

2. SR14 [procedure](#) explicitly mentions the option of making a Third Party Report to Police. The procedures state: "i. Third Party Report to Police – to make an anonymous Third Party Report through a community-based victim support worker, learn more at: <https://www2.gov.bc.ca/gov/content/justice/criminal-justice/bcs-criminal-justice-system/reporting-a-crime/victim-or-witness-to-crime/third-party-reporting-for-victims-of-sexual-offences> or <https://endingviolence.org/third-party-reporting-tpr-for-sexual-assault/>

Although this option is explicit in the procedures, students may not understand how to engage in this option and also not realize they can connect with the SRRO anonymously to learn more about this option and/or receive support in accessing this option.

Opportunity to enhance this existing anonymous or confidential SV reporting system that integrates with existing institution supports and services:

There is an opportunity to add more description / instruction for KPU Students on how to make a Third Party Report to Police.

3. KPU already has a mechanism for an external third party to receive anonymous and confidential reports called [KPU Listens](#). This platform has similarities to REES in that it is a reporting program that allows members of the KPU community to anonymously and confidentially report what they perceive to be cases of workplace misconduct. KPU Listens is supported by ClearView Connects™, a Canadian-based reporting solution provided by an independent, third-party supplier. One can safely and anonymously submit reports or questions through ClearView's secure website, toll-free telephone service or post office box. ClearView Connects™ is easy to use and available 24/7.

It must be acknowledged that this service was initially established to deal with workplace misconduct; however, over the years there have been instances where students have used this service to disclose/report SV. In those instances, Clearview has contacted the SRRO in order for us to provide information about KPU's SVM policy and also supports and resources available to be conveyed to the individual, including the option to connect directly with the SRRO. A further acknowledgement is that this reporting system is not specific for SVM so may not have all the language that makes it trauma-informed and survivor-centric.

Opportunity to enhance this existing anonymous or confidential SV reporting system that integrates with existing institution supports and services:

There is an opportunity to explicitly inform students of the option to use KPU Listens as a way to connect anonymously with KPU.

Outcomes (work undertaken in 2023 and 2024):

In reviewing the anonymous reporting options that already existed for KPU students, three opportunities for enhancement were identified:

1. Opportunity to add more description / instruction for KPU Students on how to disclose and / or receive supports anonymously.
2. Opportunity to add more description / instruction for KPU Students on how to make a third party report to police.
3. Opportunity to explicitly inform students of the option to use KPU Listens as a way to connect anonymously with KPU.

In addition to more clearly communicating how students could report anonymously or confidentially, the SRRO could also explain the difference between anonymous and confidential

reporting and be transparent about the limits to anonymous reporting and emphasize how students that report anonymously can still be supported.

Further, in identifying what already existed, the SRRO thought of ways to **expand** anonymous reporting options for students and employees (as anonymous reporting is not restricted to only students) within existing and well-established institutional supports and services. This could be accomplished in two ways:

1. Create an [anonymous reporting webpage](#) that speaks to the opportunities identified to communicate more information to students. Additionally, this webpage contains an anonymous reporting form where students and employees can submit information anonymously and an email is sent directly to the SRRO. The SRRO can then respond offering supports and resources and an invitation to connect (while still remaining anonymous) to have further dialogue if the person reporting wants that.
2. Enhance the already existing and heavily promoted [KPU Safe App](#) to include information about how to report SV anonymously and in more than one area of the App. For example, should a student or employee select “Report a Concern”, the option to file a Sexual Misconduct Report is available and in selecting that option, students are taken to the anonymous reporting form and if they submit that form, the SRRO receives an email and can respond as already described. Individuals also have an option to report if they first start by exploring support resources available to them on various topics including Sexual Misconduct. Directions on using the Safe App to report anonymously, with accompanying screenshots, is described on the anonymous reporting webpage.

With these two enhancements, KPU has provided information about **five** different ways individuals can report SV anonymously on the anonymous reporting webpage.

When these enhancements were launched in late 2023, they were announced to the KPU Community and mentioned again at the start of the January 2024 semester.

The SRRO utilized the funds from the Ministry to contract an external company to produce four videos with English captioning which will aid the SRRO in conveying a lot of information to students in an engaging format. The timeline for this work was from spring 2023 through spring 2024. These videos will be part of a larger promotional campaign to the KPU Community about anonymous reporting. Each video focuses on a specific topic. The four topics are:

1. Anonymous Reporting
2. How the SRRO supports those who disclose/report SV
3. Promoting the [Safer Campuses for Everyone](#) online Moodle course
 - a. This was a separate project the SRRO undertook in 2022-23 to have this course available and digitally badged for students. The course was launched in spring 2023 and digitally badged by fall 2023.
4. Safety on Campus (promotes the KPU Safe App)

The video project was completed as per the funding deadline, before March 31, 2024, and the cost of the project did not use all the funds. As such, KPU requested permission to retain and use the remaining unutilized funds of \$4,274 which was approved on March 28, 2024.

Next Steps in 2024-25:

1. As per the letter KPU received on March 28, 2024 (Ref.133564): “Utilize the remaining funds of \$4,274 in order to support initiatives in 2024/25 that are in keeping with the original objectives set out in the above referenced funding letters. It is expected that this activity will be completed by March 31, 2025 and included in the final report on outcomes achieved, due May 1, 2025.”
 - a. The intention is to use the remaining funds in 2024-25 to have the videos translated with closed captioning in two other languages (Mandarin and Punjabi).
2. Promote the videos to the KPU Community.
3. Monitor changes in engagement with the SRRO. This includes:
 - a. Noting if there is an increase in anonymous reach-outs.
 - b. Noting if there is a general increase in connections to the SRRO (whether anonymous or not) regarding sexual violence and misconduct.
 - c. Assessing changes in the KPU Student Satisfaction Survey, if there is any change in responses based on data that was collected in 2022.
4. Write a final report for May 1, 2025 as this report is an interim one describing the activities to date.

BOARD OF GOVERNORS - REGULAR MEETING

Agenda Number: 6.2

Meeting Date: June 26, 2024

Presenter(s): Lori McElroy

AGENDA TITLE: ACCOUNTABILITY PLAN & REPORT 2023/24 – DRAFT

ACTION REQUESTED: Discussion

RECOMMENDED RESOLUTION

N/A

COMMITTEE REPORT

The Draft Accountability Plan & Report 2023/24 was presented to the Board Governance Committee for information on June 19, 2024.

Context and Background

The Accountability Plan & Report is an annual report that fulfills the requirements of the Ministry of Post-Secondary Education and Future Skills (PSFS) Accountability Framework. The purpose of the Framework is two-fold:

- To ensure individual public post-secondary institutions are accountable to government, their boards, students and the public for their performance related to ensuring students receive quality educational opportunities relevant to their needs and the needs of the labour market; and
- To ensure the ministry is accountable to the public for the performance of the public post-secondary education system in BC, with the aim that it should benefit all BC residents by ensuring the system's ongoing contribution to social and economic development.

Key Messages

1. Previously, the Board had to approve the report before it was submitted to the ministry. Given the timing of Board meetings and the availability of the information required, the report was incomplete when it was reviewed by the Board in June. The report would be finalized after this and submitted to the ministry, which would review it and often require changes. Now, rather than requiring Board approval before it is finalized, the ministry has asked for Boards to review the final report in early fall after it has been revised based on ministry feedback. Once finalized, the report is posted on both the ministry's and KPU's websites. This is expected in late fall.

2. The 2023/24 Draft Accountability Plan & Report is attached. The report is complete except for the following (which have been highlighted in yellow in the report):
 - 2.1. The data for the following metrics won't be available until later in June: 28, 34, 43.
 - 2.2. The Financial Context section will be provided by Finance in June.
 - 2.3. Appendix A: compendium of the work KPU has done to address Reconciliation, has been mostly updated, but we are still collecting information to update or add to this.
 - 2.4. The cover is being created and will be added later; it will have photos of research conducted at KPU.
 - 2.5. Where possible, missing items will be added to the report when submitted for the Board meeting.
3. The Strategic Priorities section details how we addressed both the ministry priorities assigned to KPU, as well as KPU's own priorities to address our strategic goals.
4. The report will undergo thorough copy editing and formatting before submission to the ministry. The report must be submitted to the ministry by July 12, 2024.

Implications/Risks

Failing to submit a complete Accountability Plan & Report to PSFS by July 12, 2024 could have a negative impact on our reputation with the ministry.

Consultations

The content of this report is the result of collaborative effort across KPU. Deans provided content for the Faculty profiles. Marketing is creating the cover. The Office of Research Services provided the information on some of the student researchers. The Office of Communications and Media Relations provided photos. Senior leaders helped identify content and sources to address the strategic priorities, and a number of people, including faculty, administrators and staff, provided information on the strategic priorities and the work KPU has been doing on reconciliation. The Office of Planning & Accountability wrote, edited, analyzed data, created graphs and other content and laid out the report.

Attachments

1. Draft 2023/24 Accountability Plan & Report.

Submitted by

Dr. Lori McElroy

Date submitted

June 7, 2024

2023-24 Institutional Accountability Plan and Report cover to be added

Territorial Acknowledgement

We at Kwantlen Polytechnic University respectfully acknowledge that we live, work, and study in a region that overlaps with the unceded traditional and ancestral First Nations territories of the Musqueam, Katzie, Semiahmoo, Tsawwassen, Qayqayt, and Kwikwetlem; and with the lands of the Kwantlen First Nation, which graciously bestowed its name on this university.

In the cause of Reconciliation, we recognize our commitment to address and reduce ongoing systemic colonialism, oppression, and racism that Indigenous Peoples continue to experience.

Cover Photos

To be added.

Accountability Statement

The Honourable Lisa Beare
Minister of Post-Secondary Education and Future Skills
Government of British Columbia

July 12, 2024

Dear Minister,

We are pleased to submit KPU's Institutional Accountability Plan and Report for 2023/24.

The report describes how KPU addressed the ministry's 2023/24 priorities. This includes how KPU is contributing to ministry engagements such as the *Stronger BC: Future Ready Action Plan*, aligning education and skills training to goals of the B.C. Economic Plan, skilled trades certification, and the sexualized violence policy review. We also report on other institutional priorities with respect to KPU's strategic plan, *VISION 2026*, and our 2023 Academic Plan.

The report reflects how we continue to provide culturally sensitive and safe learning environments for Indigenous learners to maximize their participation and success, as well as how we are working to ensure that Indigenous voices are reflected in the curriculum and in decisions that affect Indigenous learners, employees and communities. In addition, it describes actions KPU is undertaking to support lasting and meaningful reconciliation with Indigenous learners and communities, as well as work on equity and anti-racism.

KPU has achieved or substantially achieved all targets set by the Ministry of Post-Secondary Education and Future Skills for 2023/24 with the exception of FTE targets and credentials awarded.

KPU continues to meet its financial targets, with a surplus of \$66 million for FY2023/24. We continue to comply with the Tuition Limit Policy, limiting tuition increases to a maximum of two percent per year. The report includes a summary of the financial context for KPU.

We affirm that, in accordance with KPU's governance structure, the Board Chair and the President/Vice Chancellor are accountable for the Institutional Accountability Plan and Report, and have included KPU's major achievements and progress on achieving its objectives.

Sincerely,

Ivy Chen
Board Chair

Alan Davis
President and Vice Chancellor

Table of Contents

Accountability Statement.....	i
Table of Contents	iii
1. Strategic Direction and Context	1
KPU's Strategic Direction: <i>VISION 2026</i>	1
Regional Context	2
Financial Context	10
2. KPU's Strategic Priorities	11
Future Workforce Needs.....	11
Student Access and Success.....	15
International Education	16
Social Justice.....	19
Environmental Sustainability.....	24
Teaching Excellence	25
Research and Scholarship at KPU.....	26
Student and Employee Health and Wellbeing	28
3. KPU Profile.....	35
KPU Programming	36
KPU Students	44
4. Student Innovation and Research	49
5. Performance Measures, Targets, and Results.....	57
A. Experience	58
B. Sustainability.....	59
C. Creativity	62
D. Justice	64
E. Quality	67
Glossary of Terms.....	73
Appendix A: Report on Reconciliation.....	75
Appendix B: Performance Measure Results	111
Appendix C: Selected Metric Breakdowns	115

1. Strategic Direction and Context

KPU's Strategic Direction: *VISION 2026*

In 2026, KPU is a learning ecosystem rooted in a culture of sustainability, creativity, justice, and quality that inspires our people and our communities.

Goals – We Will...

A. Experience

- A1. Enhance the experience of our students
- A2. Enrich the experience of our employees
- A3. Support the health and wellness of our students and employees

B. Sustainability

- B1. Foster cultural, social, and environmental sustainability through our offerings, research, and operations
- B2. Integrate planning to sustain institutional health by aligning KPU operations with our resources
- B3. Ensure financial sustainability for KPU through long-term financial and enrolment planning

C. Creativity

- C1. Foster teaching excellence and expand innovation in teaching, learning, and curriculum
- C2. Expand activity, funding, intensity, and impact of research, scholarship, and innovation partnerships
- C3. Embolden creative problem solving across KPU's operations

D. Justice

- D1. Foster decolonization and reconciliation
- D2. Advance Antiracism across KPU
- D3. Advance equity, diversity, inclusion, and accessibility across KPU

E. Quality

- E1. Ensure continuous improvement of all KPU programs and services
- E2. Hold each other responsible for our promises and our expectations
- E3. Be accountable and transparent to our friends, communities, partners, and governments



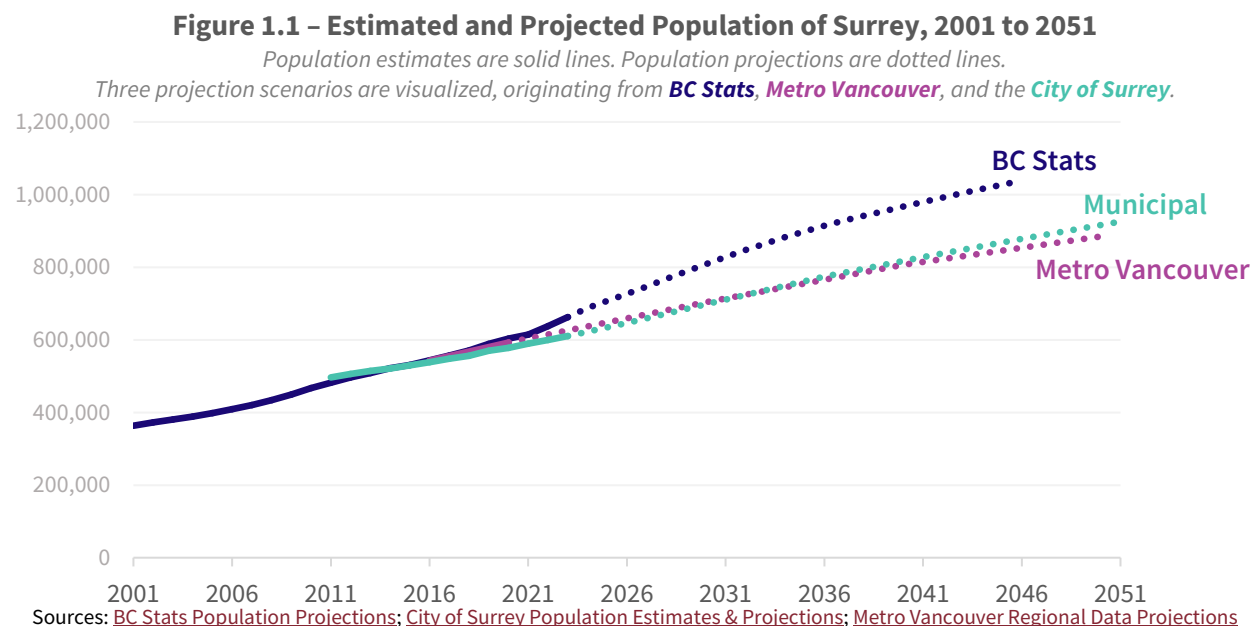
Regional Context

KPU serves the region south of the Fraser River that overlaps with the unceded traditional and ancestral lands of the q̓ʷa:ṇ̓ł'əṇ̓ (Kwantlen), Máthxwi (Matsqui), x̓ʷməθkʷəy̓əm (Musqueam), q̓íćəy̓ (Katzie), SEMYOME (Semiahmoo), s̓c̓əwaθən məsteyəx̓ʷ (Tsawwassen), q̓íqéy̓t (Qayqayt), and k̓wíkʷəłəm (Kwikwetlem) Peoples. This region includes the cities of Richmond, Delta, Surrey, and White Rock, and the City and Township of Langley. It also covers the school districts of Richmond (#38), Delta (#37), Surrey (#36), and Langley (#35).

The KPU region is projected to experience a high level of growth, both demographically and economically, over the coming decades. The following section profiles the economic strategy of each of the municipalities in the region in preparing for these changes, and provides an overview of the labour market expectations of the region as a whole.

Surrey

The City of Surrey's economic strategy for the next five years¹ focuses on attracting investment, optimizing industrial and commercial lands, fostering innovation, talent/workforce development, and enhancing local business vibrancy and distinct communities. The city projects that it may reach a population of one million by the end of 2042 (see Figure 1.1), becoming the largest city in BC and requiring the creation of over 300,000 jobs. KPU is expected to play a key role in training and upskilling this workforce. The city aims to create opportunities within Surrey itself, so that residents can work in the same city where they live.



¹ See "Investing in Our Future: A Roadmap to Realizing the Opportunities of Tomorrow" (City of Surrey Economic Strategy 2024): <https://investsurrey.ca/media/22946>

Notably, the City of Surrey had the youngest population among KPU region municipalities in 2023, with a median age of 37.5 years. The population of Surrey is expected to age fairly rapidly over the next couple decades, reaching a median age of 41.4 by 2046. The importance of care economy, healthtech, and health care sectors will increase in Surrey to accommodate the needs of a larger and older population.

Priority sectors identified by the city include cleantech, healthtech, advanced manufacturing, agritech, information and communication technology, care economy, and digital media and entertainment. Most of these priority sectors have also been identified by Trade and Invest BC as key sectors for the Lower Mainland/Southwest region as a whole.² To position itself, the city plans to activate more industrial land, promote office development projects, and add commercial space across Surrey. The city also emphasized working with universities to increase seats and develop programs to train the workforce in much-needed technical skills, including in the areas of computer science, engineering, health care, finance, robotics systems, bioenergy, food processing, and skilled trades.

Richmond

The City of Richmond's strategy is centred around its position as a distribution hub to the rest of BC and Canada. The city is host to both the Vancouver International Airport, which is the second-busiest passenger airport in Canada, and the Richmond Auto Terminal, which is a major contributor to the Port of Vancouver and provides over 6,000 jobs in the city. Other major logistics projects include: the Fraser River Improvement Initiative, to keep the Fraser River navigable as a major trade artery; Area IV site preparation for future development within the Richmond Logistics Hub; the Portside Blundell Road Improvements Project to improve traffic flow within Richmond's industrial areas; and habitat enhancement projects at McDonald Tidal Marsh, South Arm Jetty Tidal Marsh, and Finn Slough to protect or restore fish habitats affected by trade activity.

Food and agriculture are also important components of Richmond's economy. Richmond is home to the Steveston Harbour, Canada's largest small craft commercial fishing harbor. Richmond also has substantial cranberry and blueberry crops. The city reports that their agrifoods sector produces \$12 billion annual revenue and provides 55,000 jobs; Richmond alone produces 30% of all cranberries in BC.³

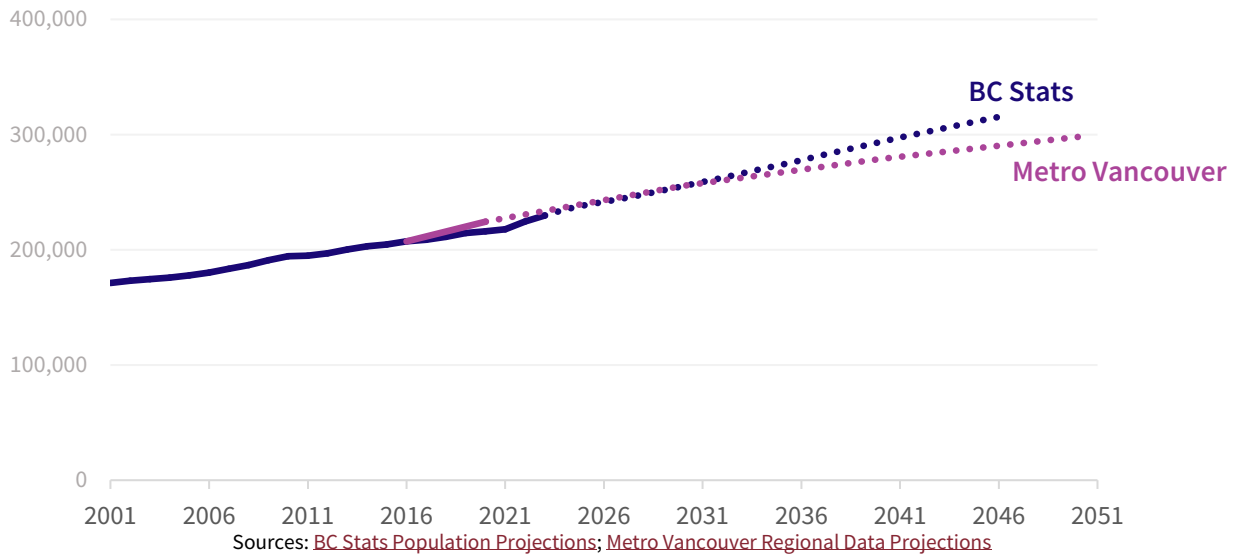
The population of Richmond is expected to increase by as much as 37% over the next couple decades. Although not growing as fast as Surrey, this is still substantial. Richmond also has an older population than Surrey: between 2023 and 2046, Richmond's median age is expected to increase from 41.4 to 43.9. Due to a population that is both increasing and aging, health and care economy have the potential to become more important sectors in Richmond.

² Trade and Invest BC: Lower Mainland/Southwest, British Columbia: <https://www.britishcolumbia.ca/about-british-columbia-canada/regions/lower-mainland-southwest/>

³ Richmond Economic Development: Agrifoods: <https://businessinrichmond.ca/key-sectors/agrifoods/>

Figure 1.2 – Estimated and Projected Population of Richmond, 2001 to 2050

*Population estimates are solid lines. Population projections are dotted lines.
Two projection scenarios are visualized, originating from **BC Stats** and **Metro Vancouver**.*

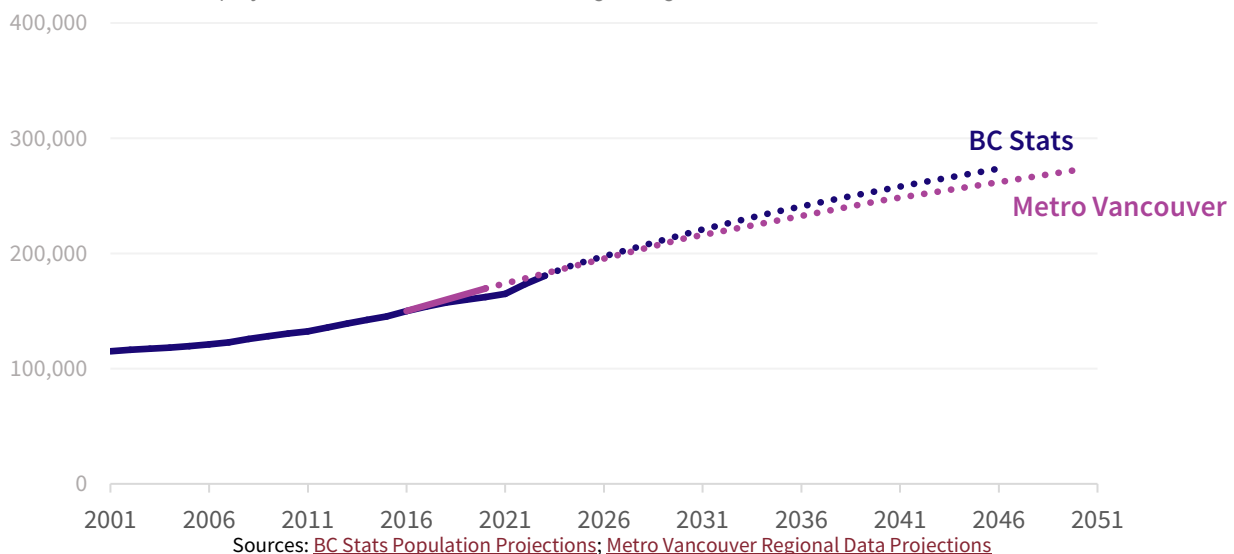


Langley

Combined, the City and Township of Langley have a population of about 180,000 people. About 30,000 reside within the City of Langley, and about 150,000 reside within the Township. Over the next couple decades, the population of Langley is expected to grow by 51%, nearly matching the growth of Surrey. This high rate of growth is not unusual for Langley, which grew by 57% between 2001 and 2023. However, Langley is also expected to have a higher rate of population aging, reaching a median age of 45.6 in 2046 (from 40.4 in 2023) and overtaking Delta to become the oldest KPU region municipality by 2037.

Figure 1.3 – Estimated and Projected Population of Langley, 2001 to 2050

*Population estimates are solid lines. Population projections are dotted lines.
Two projection scenarios are visualized, originating from **BC Stats** and **Metro Vancouver**.*



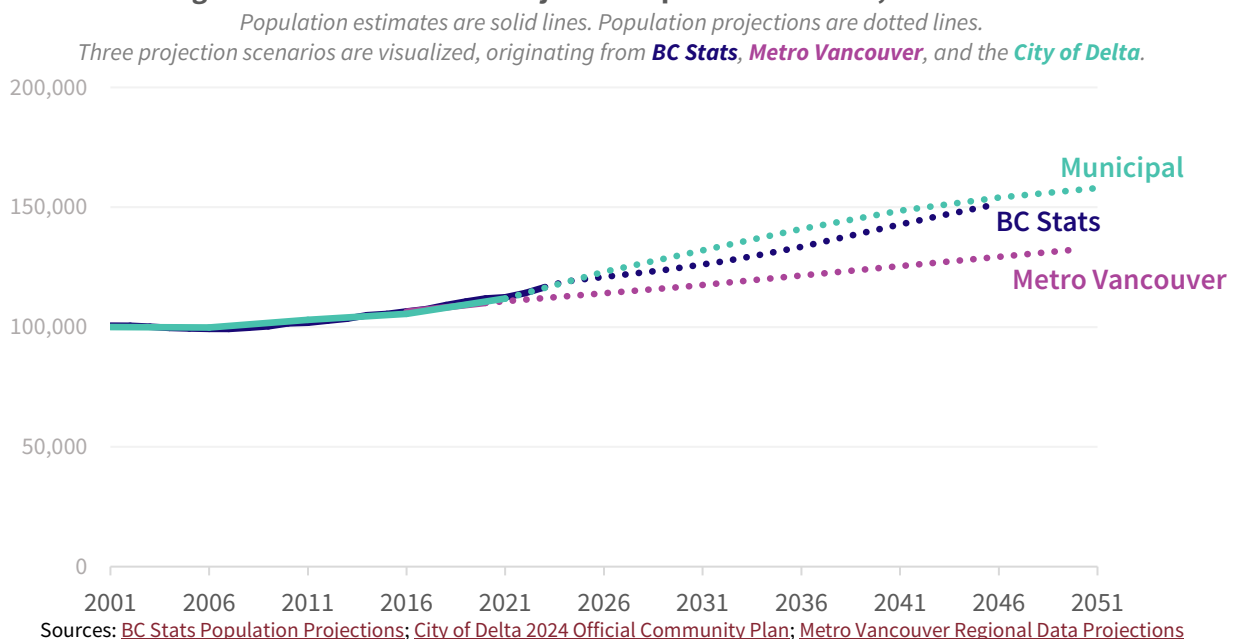
Agriculture is a key sector for Langley. Nearly half of the farms in Metro Vancouver are located in Langley, with annual gross farm receipts of \$340 million in 2016.⁴ Most of the land parcels are small (75% are smaller than 10 acres), which encourages intensive operations rather than large scale operations. Langley also promotes agritourism, including wineries and equestrian activities.

Advanced manufacturing is another key sector for Langley. In partnership with BC Tech, the City of Richmond, and the City of Surrey, the Township of Langley has created a DEMO (de-risking emerging market opportunities) toolkit designed to support the advanced manufacturing sector and other emerging sectors such as eCommerce, digital marketing and online sales. The DEMO toolkit identifies that 70% of all manufacturing in BC is located in Langley, Richmond and Surrey.⁵ The toolkit is targeted to existing BC manufacturers with the hope that it will support and enable BC companies to assess opportunities, adopt technological solutions and grow their businesses.

Delta

In 2023, Delta had a population of about 117,000 people. Between 2001 and 2023, Delta's population grew by a fairly meager 16% – the lowest among municipalities in the KPU region. However, Delta's population growth is expected to accelerate over the next couple decades, and increase about 30% by 2046. Delta also has the oldest population among municipalities in the KPU region, with a median age of 42.8 in 2023, but this is only expected to reach 45.1 by 2046, making Delta the slowest aging KPU region municipality.

Figure 1.4 Estimated and Projected Population of Delta, 2001 to 2051



⁴ Township of Langley: Agriculture: <https://www.tol.ca/en/the-township/agriculture.aspx>

⁵ [A New Economic Narrative for BC: Advancing BC's Manufacturing Sector.](#)

The business profile of Delta speaks to their advantageous location as a place of connection, through the port, rail and airport, to their large investment and footprint in industrial lands. The industrial lands at Tilbury and Annacis Island represent the largest industrial areas in Metro Vancouver, and the industrial areas in Delta are growing. Delta is home to Canada's largest container port and North America's largest coal terminal as well as the Tsawwassen Ferry Terminal linking Vancouver Island to the Mainland. Another key feature is the Boundary Bay Regional Airport which saw the most take-offs and landings of any airport in Canada in 2020, since cargo flights were minimally-impacted by the COVID-19 pandemic.⁶ Boundary Bay Airport is positioned as a hub for storage, care and maintenance of private and corporate aircraft, and a centre for flight training and helicopter maintenance. Much of the business and economic growth in Delta is driven by these major structures.

Compared to Surrey and Richmond, Delta appears to be far more focused on building the sense of community through parks, greenspace, transportation infrastructure, and housing opportunities rather than positioning itself as hub of innovation and business entrepreneurship.⁷ However, like these other municipalities, advanced manufacturing and agriculture are key sectors providing employment to Delta residents.

Key Sectors in the KPU Region

The business and employment statistics for the KPU region speak to its key and emerging sectors. Trade and Invest BC provides information based on the Statistics Canada Business Register that estimates employment numbers by sector. The key sectors identified in BC's Lower Mainland/Southwest economic region, which includes the KPU college region, are:

- **Advanced Manufacturing:** applying advanced technologies to improve the speed and efficiency of the manufacturing sector, including robotics, digitally connected machinery, data capturing equipment, and artificial intelligence;
- **Aerospace:** aircraft manufacturing, advanced materials, maintenance, aerial firefighting, and aerospace education and simulation;
- **Agrifood and Seafood:** the development and application of technology and innovation to the farm, food, and fish sectors to improve production, profitability, and sustainability;
- **Clean Technology:** water and waste management, carbon capture/use/sequestration, clean transportation, energy management, efficiency and storage, fuel cells and hydrogen;
- **Digital Media and Entertainment:** digital media firms, as well as film, television, visual effects, animation, and post-production companies;
- **Information and Communication Technology:** enterprise software, Software-as-a-Service (SaaS), cloud computing, information communications technology systems,

⁶ Western Aviation News: Toronto was not the busiest airport in Canada in 2020: <https://westernaviationnews.com/toronto-not-busiest-airport-canada-2020/>

⁷ City of Delta: Plans and Strategies: <https://www.delta.ca/plans-strategies>

Internet of Things (IoT), e-commerce, telecommunications, wireless devices, electronics manufacturing, and semi-conductors;

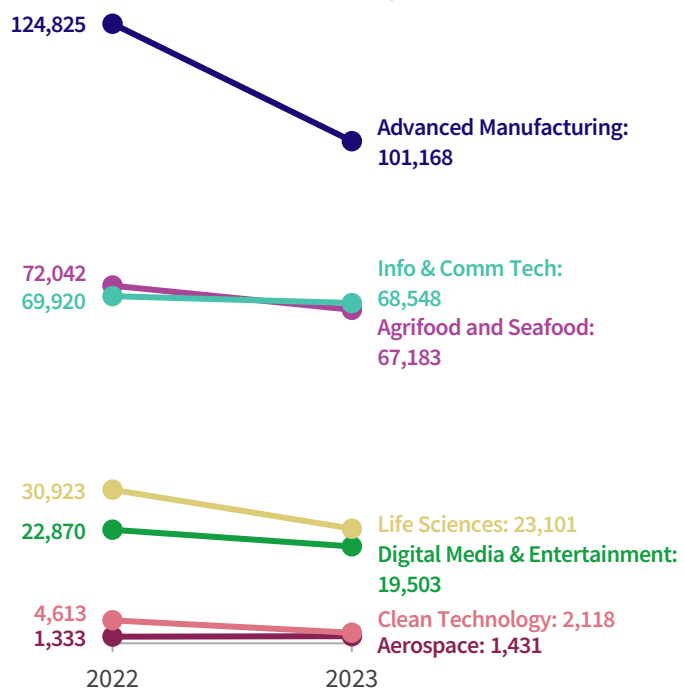
- **Life Sciences:** biotechnology and pharmaceuticals, medical devices, and medical technology.

Estimates of employment numbers in each key/emerging sector in the Lower Mainland/Southwest region for 2022 and 2023 are provided in Figure 1.5. Many of the key sectors are relatively small compared to the region's major employment sectors, and most experienced declines between 2022 and 2023 (years in which many technology companies laid off employees or experienced economic turmoil more generally). Declines were most prominent in Advanced Manufacturing, Life Sciences, and Clean Technology sectors, but the number of jobs in the Aerospace sector increased over this period.

Although the municipalities in the KPU region often identified the Lower Mainland/Southwest key sectors as being an important part of their own future economic development, a disproportionately small number of jobs are currently in these municipalities for most of these sectors. A breakdown of jobs in key/emerging sectors by municipality is provided in Figure 1.6. The KPU region dominates the aerospace sector, but this sector is relatively small. An overwhelming number of jobs in the clean technology, digital media and entertainment, information and communication technology, and life sciences sectors are presently located in Vancouver and Burnaby. This is not surprising, as Vancouver and Burnaby have long been centres of technological innovation, and characterizes the emerging nature of these sectors in most KPU region municipalities. All KPU region municipalities are currently major contributors to the advanced manufacturing sector, as well as to the agrifood and seafood sector.

Figure 1.5 – Estimates of Employment by Key Sector

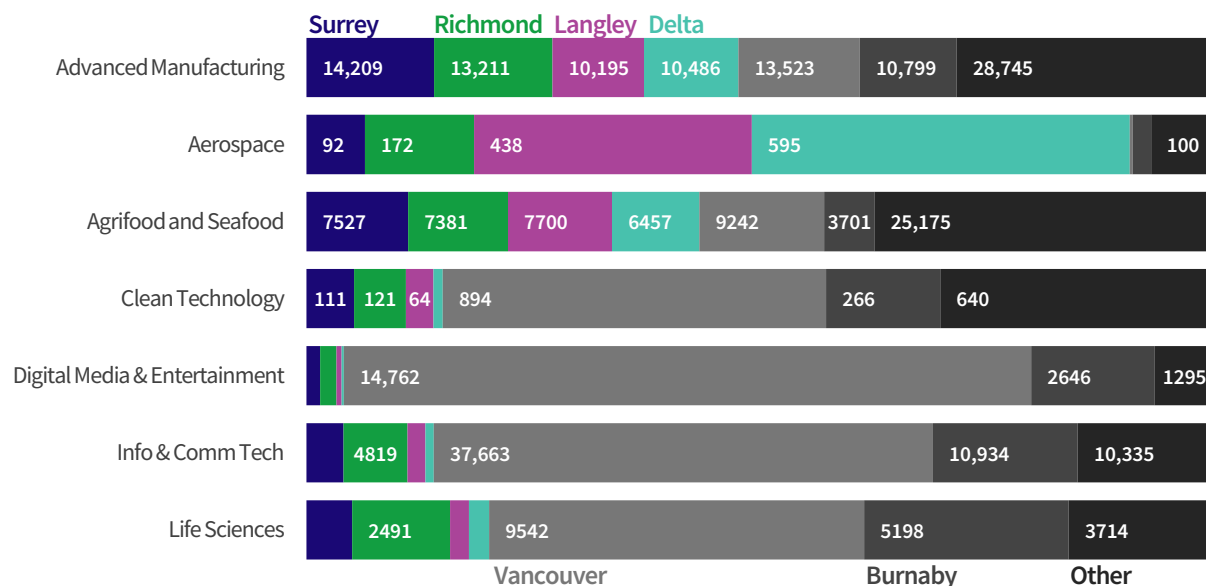
Lower Mainland/Southwest region, 2022 and 2023.



Source: Trade and Invest BC.

Figure 1.6 – Breakdown of Employment Estimates for Key Lower Mainland/Southwest Sectors

By selected municipalities, 2023. Coloured bars indicate the relative proportion of each sector in a municipality, and labels indicate the estimated number of actual jobs.



Source: Trade and Invest BC.

Data on key/emerging sectors alone does not provide a full picture of employment in the Lower Mainland / Southwest economic region. According to Statistics Canada⁸, the top five employment sectors in this region for 2023 were:

- 285,300 jobs in wholesale and retail trade;
- 222,800 jobs in health care and social assistance;
- 208,700 jobs in professional, scientific, & technical services;
- 141,700 jobs in educational services;
- 140,400 jobs in construction.

It is important to remember that the key/emerging sectors, while identified as important areas of future growth, only represent part of the region's employment sources.

High Opportunity Industries and Occupations

Considering the existing large employment sectors, and the key emerging sectors, it is important to examine which industries (whether emerging or traditional) will see substantial growth in job openings. From the 2023 edition of the BC Labour Market Outlook⁹, about 625,610 job openings are expected in the Lower Mainland/Southwest region between 2023 and 2033. The five industries with the largest projected growth in terms of employment in the region and the subsequent number of job openings from 2023-33 are:

- computer systems design and related services: 62,420 openings

⁸ Statistics Canada. [Table 14-10-0392-01 Employment by industry, annual \(x 1,000\)](#). Annual estimates from 2023 Labour Force Surveys.

⁹ [British Columbia Labour Market Outlook: 2023 edition](#).

- retail trade (excluding cars, online shopping, and personal care): 42,870 openings
- hospitals: 37,020 openings
- food services and drinking places: 35,060 openings
- ambulatory health care services: 27,220 openings

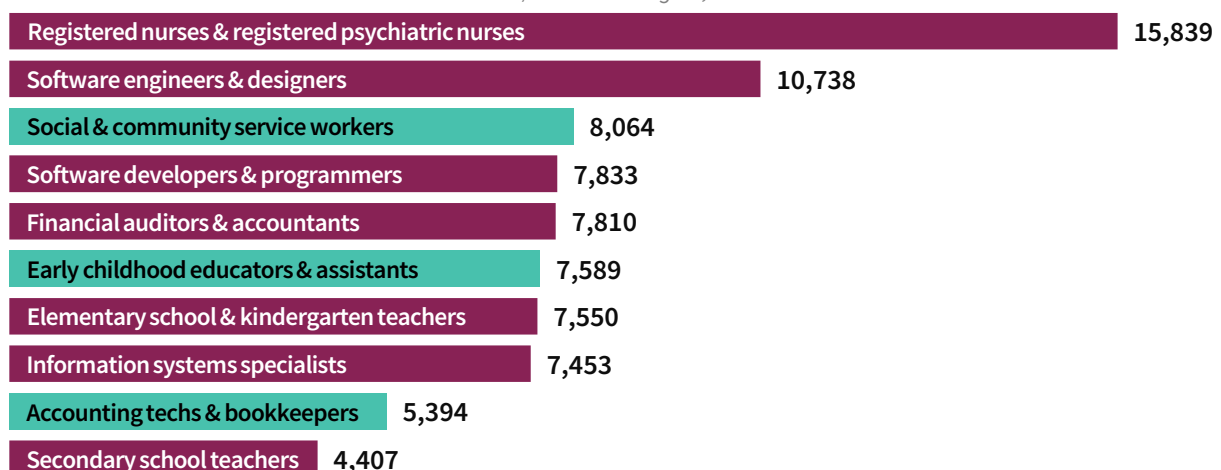
In terms of actual occupations, most of the employment growth in the Lower Mainland/Southwest region between 2023 and 2033 is expected to be in occupations that require post-secondary education. Based on the 2021 National Occupational Classification (NOC) TEER system, which ranks occupations by the combination of training, education, and/or experience required to enter them, among the twenty occupations expected to see the most growth (and representing 26% of all growth) between 2023 and 2033:

- 7 are classified TEER 0 (management occupations);
- 9 are classified TEER 1 (requiring a university degree);
- 3 are classified TEER 2 (requiring a diploma, or apprenticeship of two or more years);
- 1 is classified TEER 3 (requiring a diploma, or apprenticeship of less than two years).

The ten highest opportunity occupations in the region classified as either TEER 1 or 2 account for almost 83,000 new jobs, or about 13% of the expected job growth in the region. The expected number of openings in each of these occupations over the next decade is provided in Figure 1.7. Five of these jobs are in health care, social assistance, or educational services, and three are oriented toward technology and computer systems, reflecting the importance of these sectors for the regional economy. Nine of these occupations have a median income greater than the \$44,000 median individual income for the region¹⁰, and seven have a median income in excess of \$75,000; many are traditionally considered to be good non-managerial occupations, and align with existing KPU programs.

Figure 1.7 – Projected Openings in the Ten Highest Opportunity TEER 1 and TEER 2 Occupations

Lower Mainland/Southwest region, 2023 to 2033.



Source: [BC Labour Market Outlook: High Opportunity Occupations BC and Regions](#).

¹⁰ Trade and Invest BC: Lower Mainland/Southwest, British Columbia: <https://www.britishcolumbia.ca/about-british-columbia-canada/regions/lower-mainland-southwest/>

Financial Context

To be provided by Finance in June.

2. KPU's Strategic Priorities

This section describes the work carried out in the past year on KPU's priorities, including actions to advance KPU's strategic plan, VISION 2026, and its 2023 Academic Plan. Also reported in this section are activities that address government priorities as outlined in KPU's 2023/24 mandate letter.

Future Workforce Needs

KPU is addressing BC's StrongerBC Future Ready Action Plan in a number of ways, as follows.

Technology-related Seat Expansion

As part of the ministry's technology-related seats expansion initiative, this year KPU developed and approved two new programs to launch in fall 2024. In the Cloud Architecture and Security Citation program, students learn how to establish secure network architectures to combat evolving cyber threats while adhering to industry best practices and compliance standards. This program is intended for those already working in the field, and will include an expedited Prior Learning Assessment and Recognition process in the admission process to recognize information technology knowledge acquired in the field.

The Diploma in Front-End Development for Interactive Applications will combine design and coding and technology skills and is designed for students new to both design and coding. Students are introduced to mobile and software contexts while focusing on web development. Additionally, students can apply their front-end coding skills to Motion Design and Data Visualization, enhancing their skills through dedicated portfolio projects. Students will also develop industry connections through mentorships that provide guidance and critiques intended to enhance learning outcomes, impart real-world insights, and refine coding skills. Graduates will be able to develop complex web applications, adhere to project management principles, and construct industry-ready portfolios.

Training More Nurses

LPN to BSN Pathway: Licensed Practical Nurses receive advanced standing in the Bachelor of Science in Nursing program through prior learning assessment and recognition. This is a partnership with Fraser Health, where LPNs continue to work while studying. LPNs that meet admission requirements to the BSN program complete four semesters of the BSN program. After completion of the BSN program, graduates are eligible to write the licensing exam and apply for registration as an RN. Once RNs, they will be employed as RNs in the hospitals in which they were formerly employed as LPNs. The first cohort started admission requirement courses in Summer 2024 and will commence the BSN courses in Fall 2024.

Expansion of Nursing Seats: The Bachelor of Science in Nursing, Advanced Entry doubled the number of seats from one cohort of 40 to two cohorts of 40, starting in Spring 2023. The

Bachelor of Psychiatric Nursing also doubled its seats from one cohort of 40 to two cohorts of 40, starting in Fall 2023. The Certificate in Graduate Nurse, Internationally Educated Re-entry has increased the number of seats in its Spring intake from 35 to 70 starting in Spring 2023. In total this program has 3 cohort intakes; two cohorts of 35 students and a cohort of 70 students each year.

Trades Training Partnerships

KPU's Faculty of Trades and Technology expanded its partnership with the Fraser Regional Correctional Centre. They have been collaborating for a number of years to deliver Canadian Welding Bureau-certified welding programming to inmates. As of the 2023/24 academic year, inmates are also able to complete Introduction to Carpentry courses delivered by KPU instructors. The skills learned will facilitate a more successful transition back into the community and support individuals to obtain meaningful employment.

KPU also partnered with the Electrical Joint Training Committee (EJTC), the training and apprenticeship arm of the unionized electrical sector in B.C.'s Lower Mainland and Okanagan. When faced with the challenge of a facilities shortage to deliver training to its members, the EJTC approached KPU's Faculty of Trades and Technology who delivered a training intake as part of a public-private partnership. The collaboration benefited EJTC members by reducing wait times for critical training and allowed KPU to make use of its available facilities and teaching staff.

Trades Training for Indigenous Students and Communities

KPU continues to offer courses at the Squamish Trades and Training Centre in North Vancouver, and for the Métis Nation at KPU Tech, through assistance from the Ministry of Post-Secondary Education and Future Skills, the Ministry of Indigenous Relations and Reconciliation, and Skilled Trades BC (formerly the Industry Training Authority). In this past year, there were two intakes of Introduction to Carpentry and Carpentry Apprentice level 1.

Additionally, Indigenous high school students from Abbotsford, Langley, Delta and Coquitlam were introduced to the automotive, millwright, plumbing and piping trades when a special event returned to KPU in 2022 after a three-year hiatus due to the pandemic. In October 2023, this sampler included Carpentry, Horticulture, Electrical, and Metal Fabrication, and in February 2024 Mechatronics, Farrier, and Electrical were offered. The event was sponsored by the Aboriginal Community Career Employment Services Society (ACCESS). ACCESS is a non-profit organization that provides education and training services to Indigenous people living in Greater Vancouver.

Work-Integrated Learning

KPU continues to grow its Work-Integrated Learning (WIL) opportunities for students. In the 2023/24 fiscal year, KPU offered 483 sections of various Work-Integrated Learning opportunities, an increase from 465 in the prior year. Unpaid WIL comprises the majority of

Work-Integrated Learning opportunities, with 5,744 seats filled across unpaid Work-Integrated Learning categories in FY2023/24, and 239 paid Co-op work placements and 51 paid Business internships. The following is a breakdown of the number of Work-Integrated Learning seats filled by type:

- Experiential Learning courses: 2,309
- Mandatory Practicum / Clinical Placements: 1,171
- Applied research courses: 796
- Apprenticeships: 763
- Practicum courses: 608
- Field schools: 97 students
- Paid Co-op work placements: 239
- Paid Melville Business Strategy Internships: 51¹¹

Internships for soon-to-graduate business students with paid work experience in their area of study that provides an opportunity to apply their knowledge in a real business setting.

The increase in Work-Integrated Learning at KPU stems from university-wide support for the initiative as well as the decision to create a new position, in the Office of the Provost, to support Work-Integrated Learning. In fall 2022, the position of KPU's inaugural Lead Advisor, Work-Integrated Learning was created to proactively support Work-Integrated Learning at KPU. A policy and procedure on Work-Integrated Learning was established and Service Learning Assistant positions were created. The Office of the Provost position has enabled the following resources and supports:

- Onboarding Academic Project Coordinator to support the WIL Lead Advisor
- Onboarding and support for 60+ [Service Learning Assistants](#), paid student leaders to support Work-Integrated Learning. These SLAs provide:
 - liaison support for partners, faculty and students
 - on-call classroom support for any faculty member filling in WIL forms
- The Work-Integrated Learning Lead Advisor:
 - Completed over 50 individual one-on-one consults with faculty members to establish Work-Integrated Learning courses
 - Visited twenty-five Department meetings, from across all Faculties, to discuss KPU's latest information on Work-Integrated Learning, including available supports
 - Consolidated a group of Practicum faculty members who meet once a term
- The following resources have been developed:
 - [Work-Integrated Learning website](#), with searchable course feature and Faculty-specific videos
 - Guidebooks for Faculty, Students and Partners, available publicly on WIL website
 - Learning Outcomes for Work-Integrated Learning, with templates for Pebble Pad

¹¹ Internships for soon-to-graduate business students with paid work experience in their area of study that provides an opportunity to apply their knowledge in a real business setting.

- Work-Integrated Learning Forms system, including Intellectual Property statements
- Iterative reworking of emergent procedures, including Occupational Health and Safety reporting, online photo waivers for partners and students, and 30-second videos to promote student health and safety in Work-Integrated Learning

KPU is building a culture of sharing around Work-Integrated Learning practices, with essential internal relationships, community building with external partners, regular communication with counterparts at other institutions and the ready sharing of resources as requested. Starting in the fall of 2021, the Practicum Meeting Group has been convening to discuss Work-Integrated Learning. Meeting every term, this community of practice brings together faculty members from across the university who are involved in experiential learning, applied research, field schools and practica. The meeting in May 2024 had more than 20 faculty members in attendance, including two new hires who presented on their first-time experiences with Work-Integrated Learning. A large majority of instructors aim to tailor student-partner matches to student needs, at times ‘going the extra mile’ to line up unique projects to meet student interest. Facilitated by KPU’s small class sizes, this is of direct value to the student experience.

Externally, KPU is active in the broader Work-Integrated Learning landscape, with involvement at Community to University Partnerships Expo and BC’s ACE/WIL community. The university was also pleased to receive funding from Co-operative Education and Work-Integrated Learning Canada ([CEWIL Canada](#)) to launch the [KPU Museum Lab](#), where students worked directly with partner museums and galleries. This program marks an important achievement in offering more Work-Integrated Learning opportunities to KPU’s students, while advancing the career track for those interested in the heritage sector. KPU’s Museum Lab also marks the first time that the Work-Integrated Learning Outcomes were built into the course from the outset, with a new faculty member using every new WIL resource available, and then presenting to the Practicum Meeting Group. The initiative showed how to grow a Work-Integrated Learning opportunity from start to finish, including providing learning opportunities for other faculty members.

Graduate Studies at KPU

In preparation for KPU’s first Masters program, in 2024 KPU completed the establishment of its Faculty of Graduate Studies, as well as the creation of its first policy on graduate studies and eight policy revisions in support of future graduate programming. With this framework in place, KPU is now ready to offer rigorously, innovative new programming at the Masters level. Emphasizing a decolonized and polytechnic approach, KPU’s new policy foregrounds the student experience and rigorous, but distinct, approach to graduate studies.

Future Skills Grant

In fall 2023, KPU offered 13 programs as part of the Future Skills Grant: one from the Faculty of Science (Pest Management Module 1), one from the Faculty of Trades and Technology (Cross

Connection Recertification), and 11 from the Faculty of Health (various nursing refresher courses). A total of 85 grants were given to students who enrolled in these short-term courses. There were 63 students who received funding, including 14 students who received multiple grants ranging from two to six per student. Overall, KPU students had a 99% completion rate of programs completed using the Future Skills Grant.

Student Access and Success

Prior Learning

KPU is nearing the completion of its first year of KPU Flex, an innovative drive to accelerate and deepen portfolio-based prior learning recognition at KPU. Two pilot programs - Non-Governmental Organizations and Nonprofit Studies Certificate and Computer Aided Design and Drafting Diploma - will be issuing significant prior learning credit to 10 to 20 students. We are working to support the scaling of this program next year. This work is also allowing us to support a new Indigenous admission pathway, a new pathway for Trades students to receive undergraduate credit, and a new pathway for Licenced Practical Nurses to receive credit towards our nursing programs – a critical use of prior learning in support of in-demand jobs.

K-12 Transition and Dual Credit Programming

Academic Dual Credit

In AY2023/24, 358 dual credit students from ten school districts were enrolled at KPU, a 43% increase in dual credit students compared to AY2022/23. More than half (59%) undertook Trades training across nine Foundation and two Apprenticeship programs. The rest were enrolled in academic courses, covering a total of 19 unique courses.

Youth Train in Trades

KPU continued its engagement of local secondary students via the Youth Train in Trades initiative in the 2023/24 academic year. In addition to maintaining and expanding partnerships with local public school districts, KPU's Faculty of Trades and Technology has also entered into partnerships with private school and homeschooling organizations to support exposure of their students to trades training at KPU.

Former Youth in Care

In 2023/2024, KPU saw 75 former youth in care (FYIC) benefit from the BC Government's tuition waiver program, for a total of \$265,872.68, representing an increase of 26% over last year. Additionally, KPU continues to offer several supports for FYIC as follows:

- KPU supports Former Youth in Care students from the time of their application to KPU through a self-identifying question on Education Planner BC. This initiative helps KPU representatives identify Former Youth in Care students and assist them in navigating the various supports available to them.

- Promotion of the expansion of Provincial Tuition Waiver Program (PTWP) and the removal of the age restriction through promotional materials and university-wide email communication to students to help increase awareness and access to the Provincial Tuition Waiver Program.
- KPU has a Financial Aid Advisor dedicated to Former Youth in Care students to help navigate the various wrap around Financial supports available such as government funding and KPU supplemental resources.
- KPU has an Academic Advisor dedicated to Former Youth in Care students to support and guide them towards academic success throughout their studies.
- Semesterly check-in events are coordinated by KPU's Campus Navigator team to ensure Former Youth in Care student needs are being met and to help build community.
- The involvement and participation of Student Awards and Financial Assistance department in the Campus Navigator Community of Practice has equipped KPU with the knowledge of supports and resources for Former Youth in Care, allowed for collaboration with partner institutions, sharing challenges, resources and practices that best support students.

Ellucian Advise CRM

In partnership with IT Services, Academic Advisors at KPU are in the midst of implementing an exciting new platform, Ellucian Advise Customer Relationship Management (CRM) system: a comprehensive platform focussed on proactive student communication and support for increased student success. The platform streamlines student communication into a single dashboard providing access to all components of their education plan in one place. It also provides KPU with the opportunity to define and monitor student success factors for earlier communication and intervention. The initial launch of Ellucian Advise CRM went live May 17, 2024.

International Education

International Education Strategic Plan

KPU's 2020-2025 international education strategic plan outlines the following key goals:

1. Manage Growth and Meet Enrolment Targets
2. Diversify KPU's International Student Population
3. Enhance International Student Success
4. Increase Cross-Cultural Engagement for Students, Staff, Faculty, External Partners, and Communities
5. Revitalize KPU Community Engagement in Internationalization

In 2022, an ad hoc KPU Global Task Force was established that brought together faculty, administration and students to explore the state of internationalization at KPU and to recommend our next steps, one of which included the establishment of a Global Education

Advisory Committee. This committee began its deliberations in January 2024, to identify how our internationalization efforts can be enhanced through the development of a Global Strategy for KPU. The outcome will be a renewed Global Strategy for KPU that will:

- Create a stronger shared understanding of the current state of global education at KPU
- Identify strategic priorities for internationalization at KPU
- Recommend actionable next steps

The work of the committee envisions KPU as an important destination of choice for international students, a responsive local institution for domestic students, and a culturally rich place to work -- because of and in pursuit of internationalization and global education. Equity, anti-racism, and decolonization have been underlying principles of the recommendations of the committee's work, as part of our commitment to social justice outlined in VISION 2026. University consultation is currently underway, with the finalized Global Strategy expected in 2025.

Supports for International Students

KPU continues to implement initiatives and resources for international students to support their wellbeing and ensure their success while studying at KPU. The following is a summary of key initiatives to recruit better prepared students, provide supports to students prior to their arrival at KPU, and support students during their studies at KPU:

Recruiting Better Prepared Students:

- **Agent Performance:** An agent performance report card was implemented and agreements with agents with less favourable performance are discontinued or not renewed while agreements with reputable agents in target markets are sought to diversify the student population. Agents must complete mandatory online training and strictly adhere to contractual obligations for contracts to be renewed.
- **In-country KPU Representatives in Key Markets:** KPU has contracted local representatives in Brazil, China, Mexico, India, Philippines, and Vietnam to promote KPU's programs, including attending marketing and recruitment events and agent open houses; hosting social and media events; providing support to prospective students and parents in real-time. Note: Field reps are not the same as agents as they only represent KPU, not other PSIs, and they are not paid on commission.
- **Pre-screen applicants for students from State Boards in India:** Agents from India pre-screen student applications and submit applications that have a higher high school GPA than what is required for high school graduation.

Providing Supports to Students Prior to their Arrival at KPU:

- **Registration Webinars:** Prior to registration opening, webinars are held for new international students, providing advice on recommended courses for their program. They are also encouraged to register in Introduction to Higher Education for

International Students and Writing for University to better prepare them for their academic studies.

- Caseload Advising: Every new international student is assigned a dedicated International Student Advisor, offering personalized support throughout their academic journey, starting before their first term and continuing while they study at KPU.
- In-country Predeparture Workshops: In India and the Philippines, admitted students and their parents are invited to a workshop in their home country prior to coming to Canada. The workshops provide information on registration, academic integrity, classroom expectations and answers to questions students have prior to their studies.
- Online orientation: Prior to departure, an online orientation is offered to provide new students with an opportunity to prepare for their arrival. An online Moodle orientation course is also provided with information about starting their studies including how to get their books, services available to them, the u-pass and medical insurance.
- Preparing for the Canadian Classroom: A new resource, “[Preparing for the Canadian Classroom](#),” was designed to prepare international students to study in Canada.
- Housing Supports: KPU connects students with local accommodation providers, homestay options, student accommodations, rental market advice, as well as where and how students can find information about their rights: kpu.ca/international/housing.
- iCent App: This [app](#) dedicated to serving incoming international students provides them with essential tools and information, to navigate their new environments, and guides students through the process of coming to Canada and KPU.

Providing Supports to Students during their Studies at KPU:

- International Peer Mentorship Program: Each new student is matched with a student mentor trained to provide support to new students. This gives new students the opportunity to connect with an experienced student who will be their mentor prior to their arrival in Canada and throughout their first semester at KPU. The mentor connects the student to support staff and services available to them and is available for questions about the Canadian classroom, living and studying in Canada, finding resources, and social supports for the incoming students.
- KPU Welcomes You: On campus new student orientation that takes place the week before start of classes at each campus. This orientation is available for both domestic and international students.
- Medical Health Insurance: Students are provided with temporary emergency Health Insurance through Guard.me. Students also have access to the BC Medical Services Plan once in Canada, and Kwantlen Student Association’s Health and Dental plans. Additionally, the [Telus Health Student Support app](#) provides all students 24/7 access to professional counsellors in the student’s preferred language and culture. Counsellors can provide immediate support and referrals to address a range of concerns.
- Academic and Immigration Advising: Virtual advising and drop-in sessions are offered to support International students to support their academic goals. All KPU International

Advisors are certified as Regulated International Student Immigration Advisors. International Advisors help with course planning, program exploration, academic standing, registration, immigration related inquiries and more.

- New Online Resources: several online resources have been launched to support international students while at KPU, covering registration, academic success, and immigration as well as food security, nutrition, health and wellness. Additionally, the International Students Handbook provides valuable information for new students.
- [KPU 100](#), is an Introduction to University course offered free through the Learning Centre. It helps students gain familiarity with instructor expectations at university, key learning strategies, gain confidence with Moodle and other technology tools and connects them with a range of services, Learning Centre, tutors, and other students.
- International Student Life Events: On and off campus events and workshops are organized to help international students adapt to their new life in Canada and meet their peers. These encompass cultural immersion and academic success sessions, providing valuable resources and support for students to navigate their new environment with confidence and establish meaningful connections.
- KPU Virtual Global Learning Opportunities: International students now can access virtual global learning opportunities where they can participate in internship programs that help enhance their learning experience and connections without having an impact on their study-permit requirements. International students can apply to the guard.me mobility fund to support these experiences.
- International Student Scholarships and Grants: International students have access to accommodation relief funds, emergency funding, entrance scholarships and merit scholarships. Between Fall 2023 and Spring 2024, a total of 2,957 awards were given out, for a total of \$1,989,811 funded by KPU.

Social Justice

Fostering Decolonization and Reconciliation

Some of KPU's initiatives in support of lasting reconciliation with Indigenous Peoples are highlighted in this section. Appendix A provides a compendium of KPU's activities to address the Calls to Action of the Truth and Reconciliation Commission (TRC), as well as articles in the UN Declaration on the Rights of Indigenous Peoples (UNDRIP) and the In Plain Sight Report recommendations reporting for post-secondary institutions.

KPU continues to expand its supports to provide culturally sensitive and safe learning environments for Indigenous learners. Many examples of this are provided in Appendix A. For example, the Faculty of Arts has an Indigenous Studies department that offers courses where students are exposed to elements of Indigenous teachings and traditional knowledge from various Indigenous perspectives, including those of Elders and local communities. KPU has also hired Indigenous designers, artists and writers in residence. An Indigenous orientation session is provided for Indigenous students to help ease the transition into post-secondary

studies and Indigenous supports, including peer support and mentorship, are provided from an Indigenous perspective. In addition, all new employees are required to take training to enhance our capacity to work with and support Indigenous students, fellow colleagues, and local Indigenous communities. Other examples follow.

Indigenous Counsellor

In fall 2023, KPU's first Indigenous counsellor joined the university. Natasha Pellatt, a member of Stswecem'c Xgat'tem (Canoe creek/Dog Creek) First Nation, works alongside the counselling faculty and Indigenous services to provide mental health services for KPU students including 1:1 counselling, group counselling, interactive workshops and talking circles, and communal connecting at the Gathering Place.

First Nation Tuition Waiver

The 2023/24 academic year saw the launch of several initiatives in support of the principles established in the xé?elh̓ KPU Pathway to Systemic Transformation framework, launched in June 2023. Notably, KPU was among the first post-secondary institutions in B.C. to introduce a tuition waiver for incoming and current KPU students who are members of the Kwantlen, Katzie, Semiahmoo, Musqueam, Tsawwassen, Qayqayt, and Kwikwetlem First Nations. In total, three students utilized the waiver in the first year.

New Moon Gala



KPU hosted its inaugural New Moon Gala to address financial barriers to education by raising funds for Indigenous student scholarships. Held at KPU Surrey in January 2024, the gala showcased Indigenous performances and a silent auction, with all proceeds supporting Indigenous scholarships. Former B.C. Lieutenant-Governor and Officer of the Order of Canada the Honourable Steven Point was a special guest speaker. The event was attended by KPU

alumni, university leaders, members of local First Nations, students, and members of the greater community.

Global Indigenous Learning Exchange

The Global Indigenous Learning Exchange is a global learning experience that takes place with Indigenous students from KPU and Indigenous students from our partner institution (Edith Cowan University (ECU)) in Perth, Australia. This is a relatively new initiative that until the 2023/24 academic year has been a virtual exchange as a result of the COVID-19 pandemic. However, the first in-person exchange was summer 2024. KPU students travelled to Perth to join their ECU classmates on a six-day cultural visit, hearing from Indigenous academics and exploring local historic sites. Then they returned to Vancouver with their ECU classmates and spent another six days here, visiting key First Nations cultural offices locally as well as join in on a day trip to Squamish.

Raising of Reconciliation Flag



The Reconciliation Flag was raised at KPU's Surrey campus in Fall 2023. Dr. Alan Davis, KPU President and Vice-Chancellor, was joined by Elder in Residence Lekeyten, and the daughter of orange shirt artist Sylvia Simpson, in raising the flag in front of university staff, administration, faculty, and students. The flag celebrates and recognizes the resiliency of Indigenous communities, and is a visual reminder for KPU employees and students to reflect on their learning journey, to engage in courageous dialogue, and to build trusting relationships between Indigenous and non-Indigenous peoples and their communities. The event included bannock and other snacks, and a performance by the Wild Moccasin Dancers.

Advancing Antiracism across KPU

Black History Month Events

The University continues to make progress addressing anti-racism at KPU. In February 2024, KPU's Office of Equity & Inclusive Communities signified Black History Month in a number of ways. A presentation titled "An Overview of Black Canadian History" was held by Channon Oyeniran. The presentation provided an overview of the rich and expansive history and experiences of people of African descent in Canada over 400 years. It explored enslavement in Canada; stories and achievements of significant individuals and groups that have contributed to various aspects of Canadian society (e.g. science, business, politics, art, culture, etc.); segregation/Civil Rights Movement in Canada; legacies of enslavement, including anti-Black racism; and Channon Oyeniran's studies/work in the community. The presentation was open to all KPU employees and students and provided an opportunity for attendees to think critically about the various experiences and contributions of Black people in Canada.

Second Annual Antiracism Symposium

In March 2024, KPU's Office of Equity & Inclusive Communities organized KPU's second annual Anti-Racism Symposium. This annual event was an outcome of KPU's Task Force on Anti-racism's (TFA) October 2022 report, which recommended the establishment of an annual full-day symposium to discuss and encourage confronting racism and to share internal and external research, scholarship, and creativity on racism/anti-racism. This year's symposium explored the impact of Islamophobia on Muslim youth and featured keynote speaker Dr. Jasmine Zine, Professor of Sociology and Muslim Studies at Wilfrid Laurier University.

Employee Antiracism Training

Anti-racism training continues to be offered to KPU employees. Between April and June 2024, three workshops were delivered by Hook or Crook consulting to deepen learning around anti-racism. Topics included unpacking white supremacy, intersectional and justice-oriented leadership, and the impact of power on team dynamics, functioning, and collaboration.

Advancing Equity, Diversity, Inclusion and Accessibility

Launch of KPU Accessibility Plan

In October 2023, the University celebrated the launch of its first-ever Accessibility Plan, which identifies barriers to inclusion and accessibility for individuals with disabilities at KPU across seven categories: Behaviours, Assumptions, Attitudes, and Perception; Teaching and Learning; Organizational Barriers; KPU Community and Safety; Financial Barriers; Physical and Architectural Barriers; and Information and Communication.

The plan's recommendations aim to mitigate identified barriers and promote a more accessible and inclusive environment at KPU. Recommendations are categorized under three key themes from KPU's Vision 2026: Student and Employee Experience; Creativity – innovation, teaching

excellence, scholarship and research; and Justice. Some steps already taken to address accessibility include ramps for disabled access, automatic doors, gender neutral changing stations, and barrier-free menstrual products in all washrooms.

Rick Hansen Foundation Accessibility Certification

In April 2024, KPU received Rick Hansen Foundation (RHF) Accessibility Certification, a national rating system that measures and certifies the level of meaningful access of buildings and sites. All KPU building received certification, which requires a score of 60-80%, with the Wilson School of Design receiving a Gold Certification (requires a score of in excess of 80%). The results of the RHF accessibility audit gives KPU the data to develop a practical plan to achieve Gold standard at each of its buildings and, more importantly, a roadmap to improving accessibility on all campuses for students, employees, and visitors.

Age-Friendly University Designation

In fall 2023, KPU became the third university in BC to officially join a network of higher education institutions committed to age inclusivity with membership in the Age-Friendly University (AFU) Global Network. Adopting the Age-Friendly University Principles indicates an institution's commitment to serving learners across all ages, with specific focuses on identifying new ways to engage lifelong learners. It focuses on ensuring that institutions of higher education know about, recognize, and are preparing for a globally aging world.

South Asian Arts Festival



Dr. Sayed, Canada Research Chair in South Asian Literary and Cultural Studies, with support from Faculty of Arts instructors - Gurb Sian and Daniella Da Cunha Gramani - organized the Second Annual South Asian Arts Festival. This initiative, which started with an artist residency in 2022, has evolved into a major platform for exploring South Asian literature, music, dance, and food. Dozens of KPU students performed at the festival, and many more participated.

Environmental Sustainability

Strategic Sustainability Leadership and Support

Recognition for Sustainability Initiatives

KPU received a silver prize in the Excellence in Sustainable Development category of the 2024 Awards of Excellence, presented by Colleges and Institutes Canada (CICan), Canada's largest post-secondary education network. The Excellence in Sustainable Development Award recognizes a college or an institute that has shown leadership in the implementation and advancement of the Sustainable Development Goals for the benefit of their learners and community, and contribute to the peace and prosperity of the world, now and into the future. This award recognizes institutional, rather than individual, achievements.

Climate Strategy Lead

KPU's Dr. Brett Favaro was appointed to the role of KPU's first Climate Strategy Lead for the 2024/25 academic year. In this role, Dr. Favaro will be tasked with creating KPU's Climate Strategy, which will complement Campus and Community Planning's sustainability work, the Climate+ Challenge and efforts to meet UN Sustainable Development Goals. This appointment leverages Dr. Favaro's experience as a conservation scientist and advocate for sustainable development. Brett's publication record reflects broad expertise in biodiversity conservation and environmental policy, and his ability to communicate and mobilize this research has informed decision-making at the federal level.

Dedicated Sustainability Funding

KPU has allocated \$5M to be spent over the next 3 years to advance sustainability goals at KPU. Earmarking this funding specifically for sustainability initiatives demonstrates KPU's commitment to achieving its 2030 sustainability goals.

On-Campus Sustainability Initiatives

The Sustainability Hub

KPU's Office of Sustainability (OoS), formed in summer 2023, has developed a cross-disciplinary cross-departmental Sustainability Hub (the "Hub"). This is intended to be a platform for bringing together diverse members of the KPU community to collaboratively tackle sustainability challenges. The Hub is a space where faculty, staff, and students come together to collectively advance sustainability through dialogue, advocacy, and action. As both a virtual space and face-to-face advisory group, the Hub has seeded working groups to focus on tangible, inspiring projects that can demonstrate sustainability in action within a polytechnic setting. Since the Hub's kick-off meeting, two "Sub-Hubs", or project-specific working groups, have been formed. One Sub-Hub has provided input on the KPU's new

institution-wide definition of sustainability, while the other has been informing the framework for KPU's first Annual Sustainability Report.

Climate+ Challenge

KPU continues to support various climate change-related initiatives through its Climate+ Challenge, a university-wide initiative that engages students, faculty, and administrators in learning about climate change through an empathetic and solutions-oriented lens. In the 2023/24 academic year, initiatives have included, but were not limited to, the following:

- Facilitated discussions on topics such as future water scarcity, climate change and women's vulnerability in Bangladesh, and designing systems change for addressing climate change;
- A virtual book club; and
- Live performances (e.g., short plays about the climate crisis).

Teaching Excellence

Generative Artificial Intelligence

KPU's response to generative artificial intelligence (AI) will continue in the coming year. KPU led the way by developing guidance on the use of generative AI that emphasizes privacy and academic integrity, and outlines factors to consider when deciding whether and how to use it in teaching. KPU is developing seven courses on applied use of generative AI so that all KPU undergraduate students will have access to interdisciplinary courses that teach both the use of, and key issues in, generative AI. These courses will launch fall 2025.

KPU has established a faculty-led community of practice that allows anyone at KPU using or interested in generative AI to share ideas and learn together. The community of practice was established in March 2024 and the first session focused on a review of the guidance. We have also convened an industry and non-profit advisory committee to create, in spring 2024, a curricular framework of key competencies in applied generative AI use, and anticipate making this framework accessible in fall 2024.

Supporting Sustainable Development Goal Champions

In spring 2024, the Teaching and Learning Commons supported six UN Sustainable Development Goal (SDG) Champions, faculty who were awarded time releases to work on projects to advance these goals. Projects varied in scope, but included a proposal for a UN SDG House where KPU can inform and engage with local communities, Faculty-wide student performance indicators, and individual instructors incorporating UN SDGs into their teaching practices. The Champions program also provided an opportunity for interdisciplinary discussions to take place about barriers to incorporating SDGs into teaching practices, some strategies to encourage engagement, and collaborative projects. In fall 2024, the Commons will be supporting another group of Champions as well as creating a UN SDG Community of Practice where new and previous Champions (as well as interested faculty members) can

connect with each other. In addition, the Commons will hire a faculty content developer for a resource site to support educators to embed UN SDGs in their teaching practices.

Teaching Technology Enhancements

A new lightboard studio has been installed at KPU's Langley campus. A lightboard is a specialized illuminated glass that enables an instructor to create videos facing the audience and light up ideas as they write. Instructors can also interact with multimedia materials (i.e. PowerPoint, slides, images, videos, etc.). Lightboard is an effective flipped classroom alternative to creating talking head videos and can help to increase student engagement and performance.

Additionally, KPU has created four new Technology Enhanced e-Classrooms, which are designed to provide more flexibility and inclusivity in the learning environment. These classrooms have both classroom capture and classroom streaming equipment that allow faculty to support on and off campus learning. With the new additions this past academic year, KPU now has a total of six Technology Enhanced e-Classrooms that can be used for hybrid teaching where some students are in person and other are online at the same time.

Research and Scholarship at KPU

Literary and Cultural Research

Re(Imagining) the Indian Ocean World: A Symposium on Literature and Culture: Dr. Asma Sayed organized an international symposium at KPU Surrey campus on October 14-15, 2023, on the theme of the literatures and cultures of the Indian Ocean world. The symposium, which was made available in a hybrid format, was attended by more than 200 scholars from around the globe. Thirty-six research papers were presented. The keynote speaker of the symposium was renowned Canadian author, M. G. Vassanji. As a concluding session, Vassanji's latest novel, *Everything There Is*, was launched, and the author was interviewed on stage by Dr. Sayed.

Studies in Canadian Literature: A Special Issue on The Ruptured Commons (Issue 48.1, 2023): Dr. Sayed has co-edited, with Dr. John C. Ball of the University of New Brunswick, a special issue of the journal *Studies in Canadian Literature*. The issue includes thirteen research articles, and an introduction written by the co-editors.

Sustainability Research

Sustainability has been a key theme of KPU faculty-led research, examples of which follow.

Identifying Disease-Causing Bacteria Impacting Fish Health

Backed by a \$278,000 grant from the BC Salmon Restoration and Innovation Fund, KPU researchers with the Applied Genomics Centre are developing a test to identify disease-causing bacteria severely impacting the health of Canada's salmonid population, a family of fish that

includes salmon, trout, char, and whitefish. A lack of rigorous tests to identify pathogens has created a challenge in monitoring and managing bacteria that cause disease in fish. This is particularly true for *Aeromonas salmonicida*, a pathogenic bacterium that severely impacts salmonid populations. Working with the Animal Health Centre at the B.C. Ministry of Agriculture and Food, KPU researchers are developing advanced molecular tests to detect *Aeromonas salmonicida* and several other disease-causing bacteria. They aim to complete the project by the end of 2024 and make this cost-effective test available through the B.C. Ministry of Agriculture and Food diagnostic lab at the Animal Health Centre in Abbotsford.

Year-Round Sustainable Berry Production

KPU researchers are advancing plans to sustainably grow berries out of season in Canada with a \$1-million award from the Weston Family Foundation. Led by Dr. Deborah Henderson and Dr. Majid Bahrami, the KPU team's proposal is to grow strawberries and blackberries inside high-tech greenhouses in a pesticide-free, carbon-neutral environment with support from industry collaborators and Simon Fraser University researchers. They have outfitted an Institute for Sustainable Horticulture greenhouse compartment at KPU Langley with a unique combination of cutting-edge technology focused on plant health and clean energy to create a prototype suitable for widescale rollout in greenhouses across Canada. Sensors and robotic technologies driven by artificial intelligence will control the growing environment while monitoring for pests and diseases, which will be treated with non-chemical solutions. Clean energy will be harvested and stored between seasons, waste heat will be recovered, and carbon dioxide will be extracted from the air to enrich the plant environment.

Coquitlam Watershed Research

The Kwikwetlem Nation and KPU's Biology department, Environmental Protection Technologies (EPT) program, and Applied Genomics Centre are collaborating on a project to determine the effects of urban activity on watershed health. The project was launched in fall 2023 with cultural heritage training delivered to KPU students, researchers, and administrators associated with the project, along with members of KPU's Office of Research Services, to ensure the Kwikwetlem peoples' cultural knowledge and alternative ways of knowing are incorporated into the project. Consultation with Kwikwetlem Elders and representatives will continue throughout the duration of the initiative.

Lab Produced Cellulose for Textile Applications

A collaborative research project led by by Stephanie Phillips, Endowed Sherman Jen Research Chair in Next Generation Design, from KPU's Wilson School of Design and UBC Associate Professor Feng Jiang, Tier II Canada Research Chair in Sustainable Functional Biomaterials, aims to enhance the functionality and performance of man-made cellulosic fibres derived from BC softwood pulp through modifications informed by lab and experiential data. By leveraging northern bleached kraft pulp, the project explores novel approaches to cellulose fibre production, including improved regenerated cellulose filament methods and the spinnability of lab-produced cellulose for textile applications. Expected outcomes include technological advancements, intellectual property applications, and trained personnel

contributing to BC's textile and material economy, positioning the region as a leader in sustainable material development for the bioeconomy. Partnering closely with industry and providing training for student research assistants, this research bridges scientific expertise with practical industry needs, fostering economic growth and innovation in bio-based textile applications. As of spring 2024, this project is in its third and final phase.

Research Impact

KPU-led research has demonstrated significant impacts for our research partners. Westgen - a farmer owned and directed BC company that increases performance and profitability for dairy and beef farmers across Western Canada by providing genetics and reproduction solutions – has been collaborating with KPU's Dr. Paul Adams and the Applied Genomics Centre since 2019. Specifically, the partnership has focused on efforts to develop qPCR testing for treatment-resistant bacterium (*Mycoplasma bovis*) that spreads easily in cattle herds. In a testimonial provided May 2024, Westgen reported the following:

“We have found that working with KPU's Applied Genomics Centre has been very beneficial. The goal of the Centre to focus exclusively on applied research in agriculture is a major benefit to our industry. The practical outcome of our research and development projects with the Centre are immediately relevant to applications in our industry. This is of major value to Westgen, our farmers and other partners.”

Van Belle Nursery - a wholesale nursery based in Abbotsford, British Columbia – has worked with KPU for over 12 years on various research initiatives. Regarding their collaboration with KPU, Van Belle Nursey provided the following testimonial in May 2024:

“Work with Dr. Henderson in KPU's Institute of Sustainable Horticulture has advanced our processes, especially with regard to Integrated Pest Management and the use of biocontrols and more sustainable fungicide preventative treatments. Our work with the Applied Genomics Centre (AGC) has been very beneficial toward advancing our goal of being competitive in the production of new ornamental varieties. Having the opportunity to work with the AGC faculty, staff and students has been a great experience. The practical nature of the research performed by the AGC provides meaningful outcomes for our industry.”

Student and Employee Health and Wellbeing

Sexualized Violence and Misconduct Prevention

KPU's Student Rights and Responsibilities Office (SRRO) provides support and education to the KPU community on sexual violence and misconduct (SVM). The SRRO is *not* a sexual assault centre, nor is it exclusively focussed on sexualized violence. It has a broader mandate that includes addressing student non-academic misconduct and handling reports of students that display behaviours of concern, at times involving risk and threat assessment.

The SRRO provides [support and education](#) to the KPU community relevant to the sexual violence and misconduct policy (Policy SR14). The Office employs a victim-centered/trauma-informed approach as per the guiding principles of the policy and engages in the following activities:

- Sexual misconduct prevention: promotes awareness, delivers education and training workshops;
- Sexual misconduct response: provides support, conducts investigations, facilitates accommodations (course considerations), applies restorative practices and provides opportunity for informal, alternative or restorative justice resolution;
- Policy review; and
- Data and reporting.

The SRRO Director chairs KPU's Sexual Violence and Misconduct Advisory Group, the Behaviour Intervention Team, and co-chairs the Threat Assessment Team. KPU's Sexual Violence and Misconduct Advisory Group meets once or twice per semester to review information, incidents or practices related to sexual violence or misconduct. The Advisory Group considers sexual violence and misconduct in the context of federal, provincial and local government legislation (existing and pending), alongside prudent and promising practices in the sector related to sexual violence and misconduct.

The SRRO manages a [webpage](#) specific to Sexual Violence and Misconduct and provides [education and awareness](#); for example, the short video on "how to receive a disclosure" is available in English, Mandarin and Punjabi. KPU also has a Health Promotion department and they have developed a [Sexual Health and Wellness webpage](#), collaborating with the SRRO to provide content about consent and awareness of the role of SRRO.

The SRRO can deliver on-demand workshops on topics that include: 1) How to receive a disclosure; 2) Bystander awareness; and 3) Consent and healthy relationships or a condensed version touching on all three topics. Links to the SRRO webpage, which then links to the Sexual Violence and Misconduct webpage, are available on KPU's Safe App, the Telus Health Student Support App and International's iCent App.

The following are activities in 2023-24 specific to awareness and prevention.

- Since April 2023, the [Safer Campuses for Everyone](#) asynchronous, online modules have been available to the KPU community. These modules are promoted to students via email each semester. A workshop focusing on these modules was conducted at the KSA SEXPO event in fall 2023. As of November 2023, the *Safer Campuses for Everyone Moodle* course is digitally badged. Students and employees who complete all four modules receive a digital badge.
- Enhanced KPU's existing anonymous or confidential reporting system for Sexualized Violence in two ways. Created an [anonymous reporting webpage](#) where students and employees can submit information anonymously and an email is sent directly to the SRRO, which can respond offering supports and resources and an invitation to connect (while still remaining anonymous) if the person reporting wants that. Enhanced the

existing [KPU Safe App](#) to include information about how to report SV anonymously and in more than one area of the App that link them to the above webpage. With these two enhancements, KPU has provided five different ways individuals can report SV anonymously on the anonymous reporting webpage. As part of this enhancement, four videos, close-captioned in English, have been created, focusing on:

- Anonymous Reporting
- How the SRRO supports those who disclose/report SV
- Promoting the Safer Campuses for Everyone online Moodle course
- Safety on Campus (promotes the KPU Safe App and KPU Security)
- Updated an existing resource titled “[Helping Someone Who Discloses Sexual Violence: What You Can Do*](#)” and developed a new resource titled “[The Student Rights and Responsibilities Office: How We Can Support Those Impacted Sexual Violence and/or Misconduct.](#)” Also added the [First Nation Health Authority Mental Health Provider List](#) to the list of external community and support services available on our [Supports and Resources sub-webpage](#).
- The SRRO developed a social media plan and put out Instagram posts about the office on a monthly basis. Posts specific to sexual violence and misconduct were: promoting the SRRO’s services and the SEXPO event, promoting the Safer Campuses for Everyone Moodle course, highlighting International Day for the Elimination of Violence Against Women, and promoting an event on restorative justice as a healing response to sexual violence.
- Developing a webpage and accompanying resources focused on intimate partner/relationship violence. Infographics have been created and a web page for this information is under development and expected to be launched in Fall 2024. KPU is also investigating the iHeal app, a new resource developed to support women who have experienced intimate partner violence and whether this is a resource that should be included on the webpage.
- Co-hosted with KPU Instructor Alana Abramson, an event promoting Restorative Justice. Guest Speaker Jane Piper came to KPU on March 14, 2024 to speak about her personal experience with restorative justice as a healing response to sexual violence.
- The SRRO has tried holding scheduled workshops for several years but the lack of interest indicates this is not an effective method for reaching students. As a result, it has changed its focus to developing videos and promoting awareness via social media. In 2023/24, it delivered workshops and participated in events, as follows:
 - Workshop – Consent, Bystander Intervention, and How to receive a disclosure of sexual violence, September 2023
 - Workshop – Safer Campuses for Everyone Modules, October 2023
 - Presentation – Awareness of SRRO’s Services which include support and education with regards to sexual violence and misconduct, June 2023
 - Table at the SEXPO event to raise awareness and prevention of sexual violence and the available supports, September 2023.

- SRRO presents at new student orientation; new employee orientation and we are invited into some classes, as well as at KPU Community Day and during Thrive week. These presentations are a general overview of the SRRO and the range of services provided; sexual violence and misconduct is mentioned but not the focus of these presentations.

The Director of the SRRO, as a member of the ministry-led Sexual Violence Advisory Group, provided feedback on the ministry's draft sexualized violence action plan. Additionally, the Director participated in one of the March 2024 engagement sessions to validate the action plan and also provided feedback on the plan through a survey. The Sexualized Violence Action Plan, once finalized, will potentially inform legislative amendments to the Sexual Violence and Misconduct Policy Act. Such amendments are not expected before 2025.

KPU's sexual violence and misconduct policy came into effect April 22, 2017. KPU launched a formal review of the policy review on December 6, 2023. KPU's review process requires a two-phased approach. The first phase, which included posting the rationale for the review and inviting requests to be included in the consultation, was completed in January 2024. The second phase of the consultation process is expected to be completed in Fall 2024. Once consultation is finished, the revised policy will go through the governance approval process, which will be completed in 2025.

Student-Focused Health and Wellbeing Initiatives

Formalization of Student Wellness Portfolio

A new Director, Student Wellness position was created in February 2023, which includes the Student Health Promotion, Sport and Recreation and the Multi-Faith Centre units. The Director is an institutional leader of healthy university initiatives focused on planning and strategy to enhance organizational capacity, raise awareness, and develop a proactive, preventative approach for student-facing campus health and wellness initiatives, including mental health. Initiatives focus on programming that promotes student wellness, active lifestyles, nutrition and food security, community, social support, and inclusion.

The Director has been selected to participate in the Education Advisory Board (EAB) [*Rising Higher Education Leaders Fellowship*](#). As part of the fellowship program she will work with an expert at EAB on a capstone project centred on finalizing KPU's student mental health strategy and developing an implementation plan, in alignment with the goals set out in Vision 2026.

Pride Peers Program

With support from the Office of the Provost and Vice President, Academic, and the Office of Equity and Inclusive Communities, Student Health Promotion launched the Pride Peers Program in August 2023. This peer-led program focuses on offering social support and mentorship to 2SLGBTQIA+ students, provides resource navigation and referral, and advocates for enhanced equity, diversity, inclusion and social justice at KPU. Based out of KPU's Pride

Society office space at KPU Surrey, the program is intended to broaden its presence to other KPU campuses in the 2024/25 academic year.

Nutrition Month

Student Health Promotion hosted a month-long Nutrition campaign that involved a ‘grab and go’ breakfast program reaching approximately 3,600 students across all KPU campuses; the launch of a new KPU online resource focused on food, nutrition and food security; and on-campus engagement activities such as food workshops and information booths.

Food Security Grant

Coordinated through Student Awards and Financial Assistance, this grant program ran in conjunction with Nutrition Month and supported over 2,300 domestic and international students – 300 of whom were student parents with dependent children – with \$500,000 in financial support targeted at food security needs.

Student Mental Health Fair

Student Health Promotion hosted the 2nd Annual Student Mental Health Fair on January 2024 at the Surrey Conference Center. The event aimed to support student mental health through activities like information booths, therapy dogs, low-sensory spaces, painting, video games, and free fitness classes. Over 250 students were in attendance.

Mindful Campus Initiative

The Wilson School of Design rolled out the Mindful Campus Initiative in fall 2023. Led by Ontario-based OCAD University in partnership with the Centre for Mindfulness Studies, it aimed to help students develop skills to support and maintain their mental health and well-being. As part of the initiative, participating students (Peer Ambassadors), staff, and faculty completed mindfulness and resilience training. Students and staff also met weekly for short, facilitator-led guided meditation sessions. Participants were served lunch following the sessions to encourage participation and provide a free meal to students who may be facing food insecurity. Other events hosted by the Peer Ambassador team included Pilates, therapy dogs, mobile massage, and more. These events garnered a high level of engagement and positive feedback from students.

Employee-focused Health and Wellbeing Initiatives

Mental Health Support

KPU regularly runs workshops and provides resources for employees and managers in Mental Health First Aid. These workshops are designed to recognize signs of decline in mental well-being or crisis in themselves and others and to understand supports available. In addition, KPU runs many workshops designed to support employee wellness such as Healthy Eating, Building Emotional Intelligence and Practicing Mindfulness and Meditation.

Expanded Health and Wellness Benefits

The 2023/24 academic year saw significant enhancements to employee extended health benefits that reflect KPU's commitments to inclusivity and decolonization and to better support employee mental health. The following is a summary of key changes:

- The collective agreements include an expanded definition of family as it applies to bereavement leave to include Indigenous Elders or other individuals that an Indigenous employee considers family, consistent with their Indigenous cultural practices.
- The collective agreements include the establishment of a joint committee that will include Indigenous employees to identify areas of common interest in the collective agreements which could further efforts to decolonize and indigenize working conditions. The committee will provide guidance to the Parties prior to negotiating the next agreements.
- The collective agreements and the Administrative Terms & Conditions include the establishment of an Employee Wellness fund which provides financial support which encourages health, wellness & wellbeing.
- Both the BCGEU agreement and the Administrative Terms & Conditions include Gender Affirmation/Transition treatment up to \$30,000 per insured.
- The KFA and Administrative Terms & Conditions now include the provision for support for addictions up to \$25,000 and eligibility for service providers providing mental health supports to include clinical counsellor, psychotherapist and social worker.

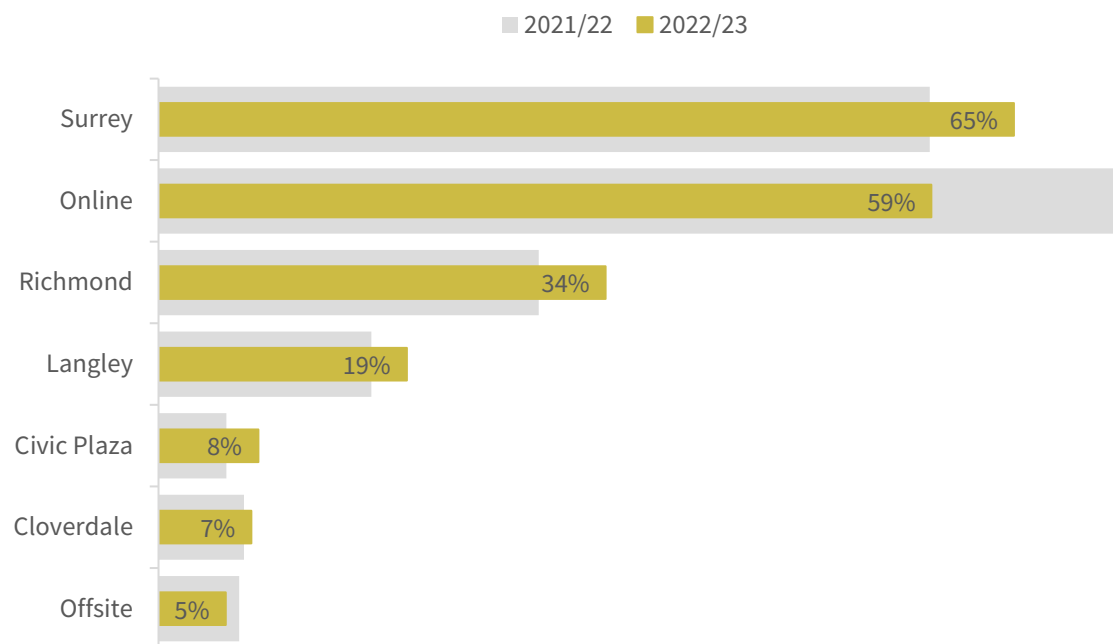
3. KPU Profile

KPU is a regional polytechnic university with a focus on teaching and learning. Serving a large and densely populated region in the Lower Mainland of BC, KPU has five campuses – Richmond, Surrey, Civic Plaza (also in Surrey), Langley, and KPU Tech in Cloverdale – spread across 42 kilometres south of the Fraser River.

Figure 3.1 below shows the distribution of students by campus, as well as online and off-site delivery.¹² In March 2020, instruction pivoted to online delivery which continued throughout the following 2020/21 academic year. In the 2020/21 academic year, 93% of the student body had enrolled in online courses and only a limited number of classes were held on campus – those that required hands-on training to use technology or other forms of experiential learning. Since then, KPU has increased the number of on-campus classes significantly. While demand for online courses remains high post-pandemic, interest in in-person learning continues to increase. For example, 73% of students took at least one online course in the 2021/22 academic year. This dropped to 59% in 2022/23. In the same academic year, a larger proportion of students were attending classes on Surrey campus than online. Note, students can attend more than one campus, and take a mixture of in-person and online courses.

Figure 3.1 – Proportion of Students Taking Courses at Each Campus

Academic Years 2021/22 and 2022/23 compared



¹² Unless otherwise noted, all data in this report are drawn from internal KPU datasets.

KPU offers a wide range of programs from arts to trades, to academic upgrading, and continuing and professional studies. Annually, over 20,000 students take courses from a range of programs, including apprenticeship training, certificates, diplomas, associate and bachelor's degrees, and post-baccalaureate and graduate credentials. As a polytechnic university, we combine academic excellence and hands-on, applied learning with a focus on producing job-ready graduates who have the skills required to make valuable contributions to BC's workforce and communities.

Some of KPU's unique programs include the Faculty of Arts' Diploma in Advanced 3D Animation and 3D Modelling, the School of Business' Graduate Diploma in Green Business Management, the School of Design's Technical Apparel Design program, the Faculty of Science's Brewing and Brewery Operations program, and the Faculty of Health's Acupuncture Diploma.

KPU Programming

Faculty of Academic and Career Preparation

The Faculty of Academic and Career Preparation (ACP) supports students who wish to improve their academic English language skills, and those who wish to learn employability skills for entry into the workforce. All students on the Pathway to Undergraduate Studies take ACP classes to upgrade their English. KPU's Learning Centres, located at Surrey, Richmond, Langley, and KPU Tech campuses, are also part of ACP. Students can receive individualized learning assistance, help with study skills, English language support and free one-to-one or small group tutoring in a range of subjects. Students also have access to peer tutors who are active KPU students, recruited through faculty referral. KPU-Learning Centre Peer Tutor Training Program is a comprehensive three-phase learning opportunity that has won national accolades.

In the English Language Studies department, students for whom English is an additional language can take academic English language classes at four different levels. These classes prepare students to meet KPU's English proficiency requirement for academic programs or trades training, and enhance their success in undergraduate studies.

The English Upgrading department offers courses designed for native English speakers who wish to meet KPU's English proficiency admission requirements or the requirements for the BC Adult Graduation Diploma. The department also offers upgrading classes at the Phoenix Drug & Alcohol Recovery and Education Centre and at the Tsawwassen First Nation for the Nation's members. In addition, the department offers a Literacy Communities course in which students with intellectual disabilities develop their skills in reading comprehension, computer literacy, and math, while building their social connections.

The Access Programs department offers the Citation in Employment and Community Studies program, which is designed for students with diverse learning needs that hinder educational success. In this program, students engage in hands-on learning and work experience

opportunities in community settings, while critically engaging with social justice and ableism issues that impact the lives of people with disabilities.

ACP partners with five community-based organizations who deliver Community Adult Literacy programs in Richmond, Surrey, and Langley. These programs range from one-on-one tutoring with volunteer tutors, to group programs where parents and grandparents read with their children, and groups for those looking to improve their English skills in order to gain employment or move into further academic study. ACP also provides administrative support to Third Age Learning at Kwantlen, which provides adults age 50 and over with stimulating courses taught by subject matter experts, including many KPU faculty members.

Faculty of Arts

Almost all KPU undergraduate students will have contact with the Faculty of Arts over the course of their studies. The Faculty's wide array of programs engages with a diverse range of social and cultural realities, equipping students with the analytical acumen, intellectual insight, and communicative capacity to translate thought into action.

Key principles grounding the practice of the Faculty are social justice, community, equity, sustainability, and inclusion. These underlie and inform much of the Faculty's teaching. The Faculty of Arts has also played a leading role in the development of Indigenous education initiatives and projects at KPU, including a Minor in Indigenous Community Justice, a Cree language course, the Indigenous Artists/Writers in Residence, as well as the launch of the Indigenous Studies Department in 2023.

The Entertainment Arts (ENTA) programs are another recent addition to the Faculty. Launched in summer 2022, ENTA offers four credentials: Advanced Game Development Diploma, Advanced 3D Animation and 3D Modelling Diploma, Advanced VFX Diploma, and Foundation in Entertainment Arts Certificate, all focusing on digital arts and training students for careers in a flourishing global industry, particularly in Greater Vancouver.

Experiential education is a foundational part of the pedagogy within the Faculty of Arts. The Faculty boasts a diverse range of service-learning courses, practica, field-schools, the Inside-Out prison exchange program, and other community-engaged projects.

Home to a Canada Research Chair in South Asian Literary and Cultural Studies, as well as three multi-year Chancellor's chairs, the Faculty of Arts is consistent in winning municipal, provincial, and national research grants. The Faculty believes a robust program of faculty and undergraduate student research is vital to the larger goal of educational excellence. The development of research and scholarship capacity is a priority within the larger institutional context, and the Faculty of Arts is working to deepen the connection between research and teaching by expanding the range of student opportunities available through course development; the "ArtsNet" online research hub; the annual Arts Speaker Series; and community initiatives, such as the South Asian Arts Festival, SideQuest: A Student-Led Game Creation team, and the Wake Up Social Justice Music Festival.

The Faculty of Arts develops well-rounded, innovative, and critically-minded graduates. Programs offered by the Faculty empower graduates with skills in critical thinking, problem solving and innovation, effective communication, intercultural awareness, information and numerical literacy, social justice, professionalism, teamwork, and accountability. These are skills that students need to flourish and prosper, and skills that the local community and the world urgently demand. In nurturing these skills, the Faculty of Arts engenders a sense of social engagement and responsibility, and fosters a wider awareness of intricately interconnected human issues – empowering graduates to build meaningful and socially engaged lives, and a better world.

Melville School of Business

The Melville School of Business (MSB) is one of the largest business schools in Western Canada, offering 22 programs in undergraduate, post-baccalaureate, and graduate levels. There are programs in a range of disciplines such as accounting, marketing, human resources, business management, business administration, information technology, operations and supply chain management, cyber security, and business environmental sustainability.

MSB's leadership team regularly meets with community partners to ensure program curriculums remain competitive in the workforce. An example is the Human Resources Management program that was re-imagined with direct feedback from students, instructors, and industry including the Chartered Professionals in Human Resources of British Columbia and Yukon. The revised program was introduced for the fall 2022 semester.

MSB completed a Strategic Plan renewal in 2023 and is committed to meeting its four main goals: the pursuit of educational excellence, to transform experiences within Melville, reciprocal partnerships and relations, and excellence in applied scholarship. The initiative called “Melville Ideation Sessions” have been held regularly for staff and faculty to focus on the Strategic Plan initiatives and goals. Presentation examples include Indigenous Business Education, Decolonization in Higher Education, and Social Responsibility of Business Education. In addition, the MSB completed a first-year strategic report for distribution in June 2024.

The Business Strategy Internship program has supported local businesses with affordable talent while providing soon-to-graduate business students with paid work experience in their area of study, a stepping stone for future employment opportunities, and the chance to apply their knowledge in a real business setting. The program was made possible by Mitacs' funding of \$670,000 in the first three years and an additional \$500,000 (100 internships) for the next two years. The RBC Foundation contribution of \$300,000 supports the hiring of three KPU student assistants to work with Melville Business Internship team for four years and subsidize even more business partners who hire our students under the age of 30 and traditionally underrepresented in the sector. Just since summer 2022, 148 students have been paired with 59 different industry partners, with some employers taking up to five students in one intake.

Over the past few years, MSB has offered numerous dual credit sections to high school students. In fall 2023, seven dual credit sections were offered across the Computer Science and Information Technology (CSIT), Entrepreneurial Leadership, Accounting and Business Quantitative Studies departments. In spring 2024, six additional sections were offered between marketing and computer information systems. Over the past four summers, MSB has run a sessional dual credit cohort section, Litigation and Civil Procedure, dedicated to dual credit students in the Surrey School District. In spring 2022, computer information systems dedicated a cohort section, Systems Analysis and Design, to dual credit students from the Abbotsford School District.

MSB has an annual scholarship of \$30,000 over four years for one domestic student entering a BBA in Entrepreneurial Leadership. The funding was established through the collective efforts of past students in the program. In addition, the MSB announced the first business full-ride scholarship for any student entering the business school, made possible through the generosity of George and Sylvia Melville and the Melville Foundation's gift of \$8 million in 2021. Starting fall 2025, the first student will be awarded this scholarship and then one student each fall thereafter.

MSB remains accredited by the Accreditation Council for Business Schools and Programs, an internationally recognized accreditation body, and continues offering a blend of face-to-face, hybrid, and online offerings to increase the flexibility for domestic and international learners alike.

Wilson School of Design

The Wilson School of Design (WSD) offers programs that reflect the polytechnic nature of KPU. WSD offers certificate, diploma, degree, and post-baccalaureate programs in design foundations, fashion marketing, front-end development for interactive applications, fashion and technology, graphic design, product design, interior design, and technical apparel design. Students are engaged with industry through practicums and work experience placements, collaborative industry projects, and research and development.

The newest Design program launches in fall 2024 with the first cohort of students in the 2-year Diploma for Front-End Development for Interactive Applications, described in the strategic priorities chapter.

KPU's Fashion and Technology degree program gives students the opportunity to develop design concepts using practice-led research and creative and technical skills to work in the apparel industry. The Diploma in Fashion Marketing program prepares students to work across the apparel industry as entrepreneurs, leaders, and innovators, and they may also choose to ladder into KPU's Bachelor of Business Administration program or other degree programs.

The Product Design degree program focuses on the growing demand for the design of a broad range of products including technical soft goods, medical devices/equipment, and sustainable and ethical design solutions. Students in the Post-Baccalaureate Diploma in Technical Apparel

Design program pursue advanced studies in strategic design innovation, technical textiles, human factors and user experience testing, production, capstone research, and global business strategies.

The Graphic Design for Marketing degree program offers a balanced education in graphic design, marketing, business strategies, interactive technologies, and user experience, reflecting the conceptual and technical skills to tackle design challenges that impact society.

The Interior Design degree program provides a rigorous education in the built environment where students learn the practical design and technical knowledge needed for a professional career as an interior designer. The program offers an honours option and is the first of its kind in Canada, providing selected participants with further depth in their capstone studies.

In March 2024, Pamela Baker, a renowned Indigenous designer and fashion expert with 35 years of experience, became the first Indigenous Designer in Residence at the Wilson School of Design. A highly accomplished Indigenous artist, designer, and entrepreneur, Baker has an impressive history of art and design accolades ranging from large-scale art installations, to Olympic regalia designs, to fashion show production. Baker has provided student consultations, guest lectures, workshops, and designer discussions.

Faculty of Health

The Faculty of Health makes significant contributions to health and community-related programming provincially, nationally, and internationally, serving both traditional and non-traditional learners. The Faculty uses curricula that combine a foundation in theory with innovative, practical, and hands-on experience to ensure students' knowledge can be put into action.

The nursing degree programs, Diploma in Traditional Chinese Medicine – Acupuncture program, and Certificate in Health Care Assistant program have mandatory provincial recognition to ensure quality curriculum and experiences for students, as well as broad acceptance by employers.

Programs integrate experiential learning through lab and practice placements. Practice placements provide real-world experiences for students to demonstrate existing skills and to develop advanced skills and critical thinking. These placements are supervised by an experienced faculty member who leads the student through real-world applications, expanding the student's knowledge. Practice placements include hospitals, long-term care facilities, public health programs, global outreach, and other field work. Under the direction and supervision of well-qualified faculty, the traditional Chinese medicine students provide assessment and acupuncture treatments to the public in the student clinic at KPU-Richmond campus and at Villa Cathay Care Home.

KPU is an active partner with the Ministry of Post-Secondary Education and Future Skills, the Ministry of Health, and the health authorities in addressing the critical shortage of health care assistants and nurses. To bolster and support the number of new nurses in BC, the Province

invested in KPU to launch a Licensed Practical Nurse (LPN) to Registered Nurse (RN) Pilot Program starting summer 2024, as described in the strategic priorities chapter.

KPU continues to deliver the Health Care Assistant Partnership Program with the Fraser Health Authority. This partnership model integrates student learning and employment, adding more health care assistants to the health system where they are vitally needed.

As well, over the last two years, KPU has implemented the expansion of its nursing programs to accommodate an additional 115 students on an ongoing basis. The labs at the Langley Campus have undergone significant renovations to accommodate this increase. The consolidation of two classrooms into a spacious lab and the addition of 12 advanced Laerdal manikins have enhanced the Faculty of Health's dynamic approach and the hands-on learning experience. By innovating through theory and practice, learners are transformed into leaders who will ultimately change the face of their communities.

Faculty of Science

The Faculty of Science consists of nine departments, which include biology, chemistry, physics, mathematics, computer assisted design and drafting, environmental protection, brewing and brewery operations, sustainable agriculture, and horticulture. Collectively, the Faculty offers 29 academic credentials including citations, certificates, diplomas, and degrees. Additionally, the Horticulture department offers apprenticeship programs in landscape horticulture and arboriculture. Programs are offered on the campuses of Cloverdale, Langley, Richmond, and Surrey. KPU's offerings in Science cluster into three broad areas: agriculture and horticulture, job-ready diplomas and certificates, and applied science training at the bachelor's level. All programs share a commitment to empiricism, and require students to engage in hands-on learning as part of their programs of study.

There are several degree programs in the Faculty, including a Bachelor of Science in Biology and a Bachelor of Science in Health Sciences. The upper level courses are taught in the Surrey campus science labs. The Bachelor of Science in Physics for Modern Technology provides students with an applied program designed with the needs of local industry in mind, including a work placement component. The Bachelor of Science in Applications of Mathematics allows students to choose from streams in biomathematics, education, or computational mathematics. The highly innovative Bachelor of Applied Science in Sustainable Agriculture degree is partnering with the City of Richmond to develop a 20-acre organic research and teaching farm located 500 meters from the Richmond campus, and students can also learn and conduct research in the new KPU Seed Lab, assisting seed growers to improve quality and production efficiency.

The KPU Applied Genomics Centre at the Surrey campus has state-of-the-art genomics and metabolomic tools that enable students in many programs to gain hands-on research experience, skills, and community engagement through faculty-led research projects. The School of Horticulture's field lab, greenhouses, technical training shops, and a three-hole demonstration golf course provide students with opportunities for hands-on learning.

Additionally, the Physics for Modern Technology program will soon be launching its Cloud Lab, an online-based tool wherein students will be able to conduct applied physics experiments remotely over an internet connection.

The Computer-Aided Design & Drafting (CADD) Technologies Diploma program allows students to choose specialties such as architectural and structural as they prepare for a career as a CADD/Drafting Technician. There is also a first-year Engineering Certificate which provides a gateway into the second year of the major BC engineering schools, and there are also horticulture apprenticeship programs in landscape horticulture and arboriculture.

The award-winning Diploma in Brewing and Brewery Operations program provides training in the science, art, business, and practical aspects of the brewing industry, with hands-on experience in the 4,500 square foot KPU Brewing Instructional Laboratory.

Upgrading courses in biology, mathematics, and physics are offered through the Faculty of Science, joining the chemistry upgrading courses. These provide extra options and help to lessen gaps for students starting their university education.

Faculty of Trades and Technology

KPU's Faculty of Trades and Technology programs and courses, including apprentice training, are primarily offered at the KPU Tech campus in Cloverdale. Programs focus on experiential/hands-on learning, where classroom sessions are coupled with practical applied skills. Many of the programs follow the SkilledTradesBC curriculum.

Programs that follow the SkilledTradesBC curriculum modules include:

- Appliance Service Technician;
- Automotive Service Technician;
- Carpentry;
- Construction Electrician;
- Metal Fabrication;
- Millwright (Industrial Mechanic);
- Parts and Warehousing/Partsperson;
- Piping/Plumbing; and
- Welding.

Non-SkilledTradesBC programs that are Senate-approved include the Certificate in Farrier Science and the Diploma in Mechatronics and Advanced Manufacturing Technology.

The Metal Fabrication Foundation program was successfully re-launched in spring 2023 and an additional offering began in spring 2024. The program is offered both as a standalone and a Youth Train in Trades option, and continues to see growth.

The Automotive Service Technician program offered its first Zero Emissions Vehicle training in spring 2024 as a Continuing and Professional Studies add-on for in-service Automotive Service Technicians who have completed their Red Seal Certification.

The Faculty has extensive and valued relationships with employers and industries through work-integrated learning opportunities. As described in the strategic priorities chapter, the Faculty also maintains close relationships with many school districts, offering Youth Train in Trades options to high school students in the majority of our programs. This is an opportunity for high school students to earn credits toward their high school diploma while also earning Level 1 of their technical trades training through the SkilledTradesBC.

The Faculty continues to partner with the Squamish First Nation and has focused primarily on Introduction to Carpentry and Carpentry Level 1 offerings. The Faculty has continued to work closely with representatives from the Nation to customize training for their students' wants, needs, and job market opportunities. Additionally, in partnership with Aboriginal Community Career Employment Services Society, the Faculty offered two intakes of Indigenous Trades Samplers where students had the opportunity to explore three to four trades at KPU Tech.

Continuing and Professional Studies

KPU's Continuing & Professional Studies (CPS) provides continuous, innovative, and diverse educational programming. CPS' mandate is to develop and offer ongoing opportunities for learners to engage in flexible, innovative, and high-quality, short-term, non-credit programming that is responsive to industry and community needs, and that supports upskilling, reskilling, career advancement, professional growth, and lifelong learning.

CPS courses are offered through the Faculties, and include the following:

The Faculty of Health offers courses for registered nurse and licensed practical nurse refresher training with courses such as Pharmacology, Canadian Nursing Theory and Practice, Nurse Ready, Psychomotor Skills Review, Professional Communication, Gerontology in Nursing, Introduction to the Canadian Health Care System, as well as clinical and assessment offerings.

The Faculty of Trades and Technology works with industry associations and regulators to identify training needs to support workers and meet ever-changing industry needs. Through the integration of theoretical and technical hands-on training, the Faculty offers courses such as Cross Connection Certification and Recertification, Welding Upgrading, Automotive Inter-Provincial Refresher, and Electric Vehicle Maintenance Training.

The Faculty of Science has short-term courses taught by industry professionals. These include a selection of courses from Brewing Chemistry Basics for students entering the Diploma in Brewing and Brewery Operations program to Small Batch Brewing Basics of Hobbyists for those interested in home brewing, and Professional Pest Management for those looking for applied skills in a new field.

The Melville School of Business offers courses for budding entrepreneurs, HR professionals, accounting novices, industry experts, and community partners in areas such as Decoding Company Financial Statements for Non-Accountants, Startup Finances, Being a Creative Entrepreneur, Finding the Right Product, and Indigenous Entrepreneurship.

The Wilson School of Design has an array of courses for learners who are keen on broadening their knowledge of the fashion industry or who are enthusiasts who want to unleash their creativity and learn basic techniques and processes. These are courses on Sewing Dresses, Adventure Pack Bag Making, Using Industrial Sewing Machines, Explore Fashion Careers, the Summer Design Foundation Academy, and more.

Also new are courses such as Teaching Children to Read and a newly developed skill workshop on Generative Artificial Intelligence which will launch in fall 2024.

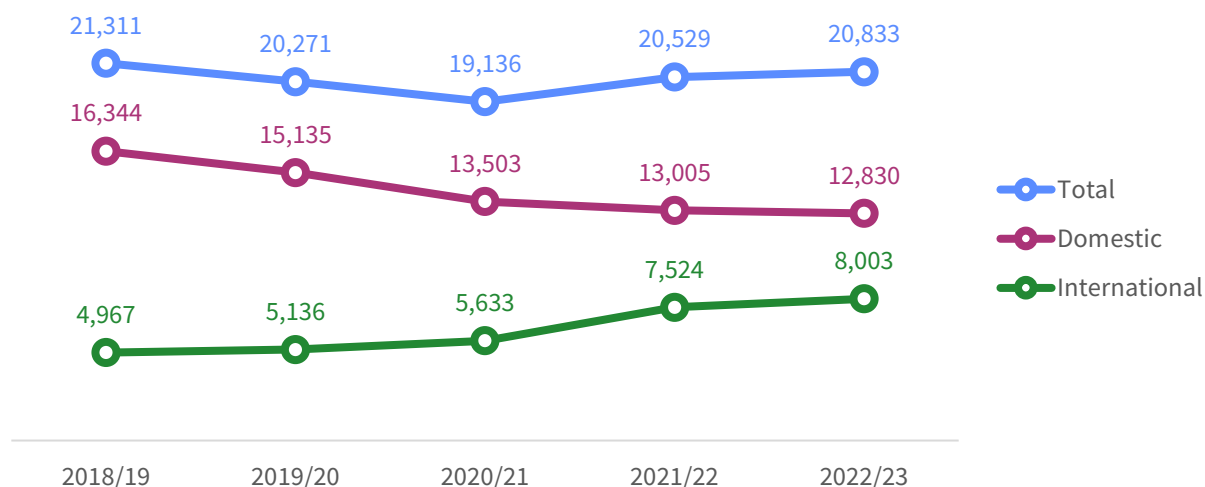
KPU Students

Student Headcounts

Figure 3.2 shows the trend of total student headcounts, and breakdowns by domestic and international status. Over the past five years, KPU's international enrolments have grown while domestic enrolments have declined, resulting in total enrolments dropping to nearly 19,000 in AY2020/21, and recovering in AY2021/22 due to a sharp increase in international enrolments. Changes in both domestic and international enrolments stabilized in AY2022/23 when the total enrolments approached 21,000. In AY2022/23, just over two thirds of all KPU students were enrolled in programs in either the School of Business or the Faculty of Arts. For international students, 68% were enrolled in the School of Business, 23% were enrolled in the Faculty of Arts, and 13% were enrolled in the Faculty of Science.

Figure 3.2 – Domestic and International Headcounts

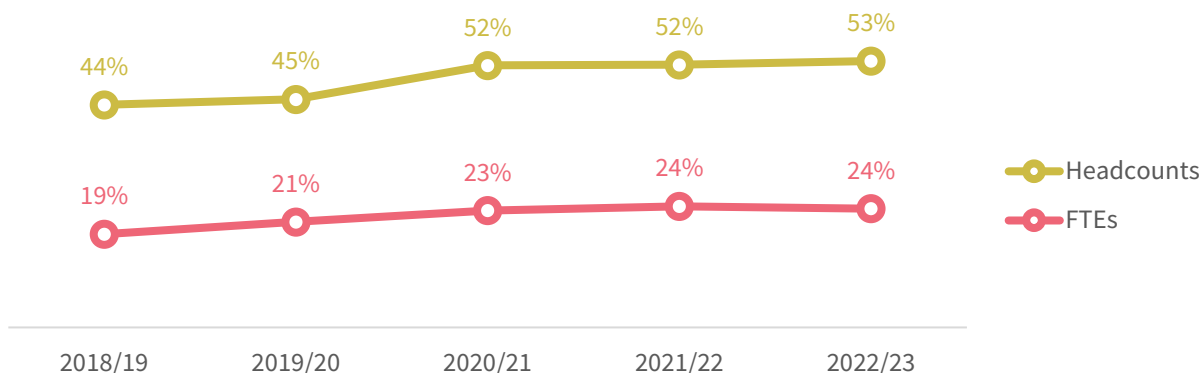
By Academic Year, 2018/19 to 2022/23



KPU offers a wide array of courses in all three terms each year. Although enrolment is highest in the fall term, just over half the student body studies in the summer term each year (Figure 3.3), an increase from about 45% prior to the pandemic. The proportion of FTEs delivered in the summer is much lower than headcounts, reflecting the fact that more students study part-time in the summer than in other terms.

Figure 3.3 – Proportion of Headcounts and FTEs Delivered in the Summer

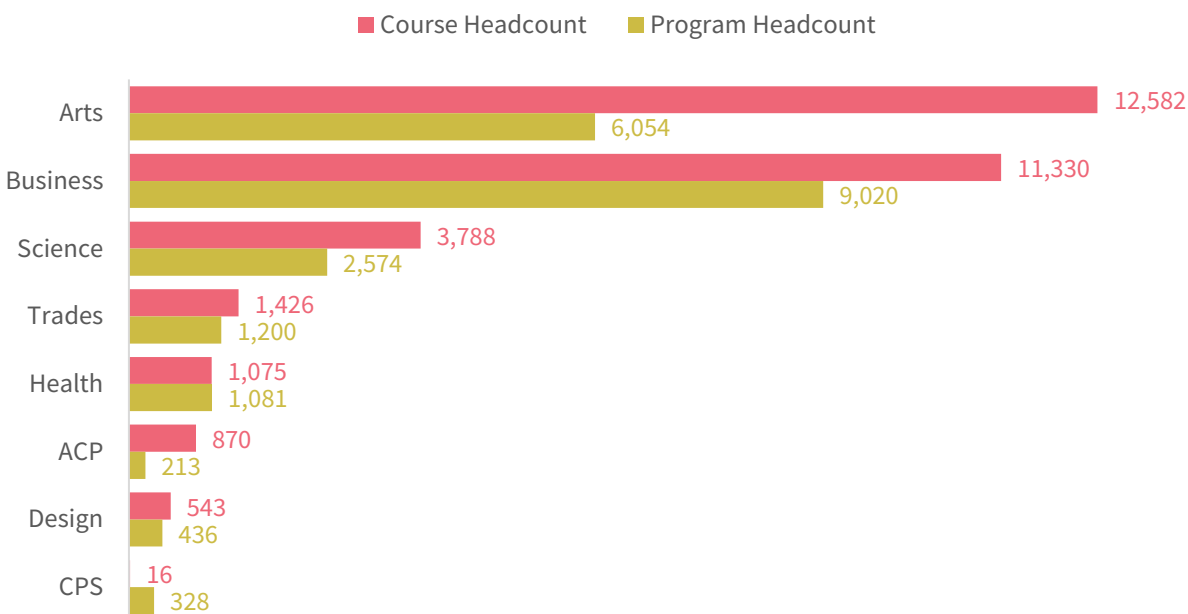
By Academic Year, 2018/19 to 2022/23



Students often take courses outside their home faculty. Figure 3.4 displays the number of students enrolled in programs in the faculty (program headcount), and the number taking courses offered by the faculty (course headcount). Faculty of Arts teaches more students through the courses it offers, but there are more students pursuing programs in the School of Business. Although only 1% of all students were registered in ACP programs, ACP delivered courses to 3% of all students in AY2022/23.

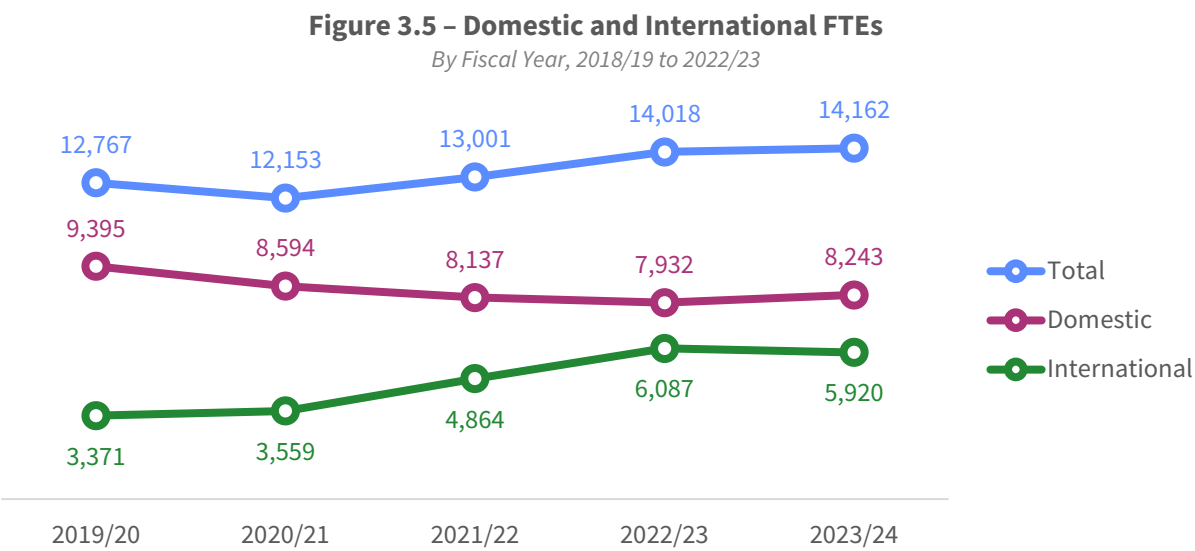
Figure 3.4 – Distribution of Student Headcount by Course and Program Faculty

2022/23 Academic Year



Although 79% of KPU students studied full-time in FY2022/23, as usual, the majority took less than a full load (usually defined as 15 credits per term). FTE enrolments, which convert student headcounts into the equivalent number of students studying with a full course load, are depicted in Figure 3.5. From 2020/21, total FTEs have increased, peaking at 14,162 in 2023/24. Up to 2022/23, domestic FTEs were declining, but increased in 2023/24. After increasing for

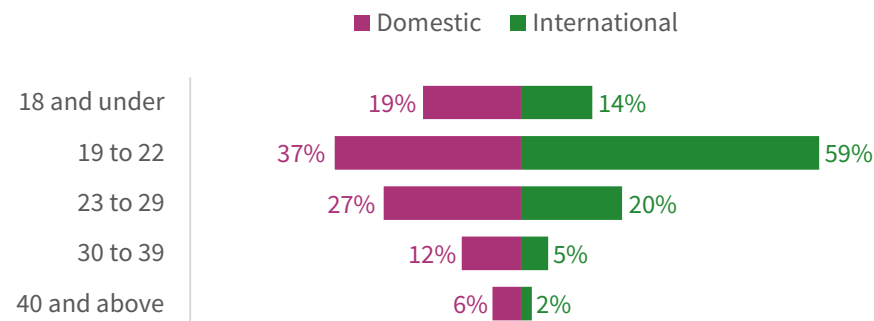
four years, international FTEs declined in 2023/24. Since FY2019/20, KPU has had controls in place to limit the number of new international students admitted each year to ensure capacity remains for domestic students.



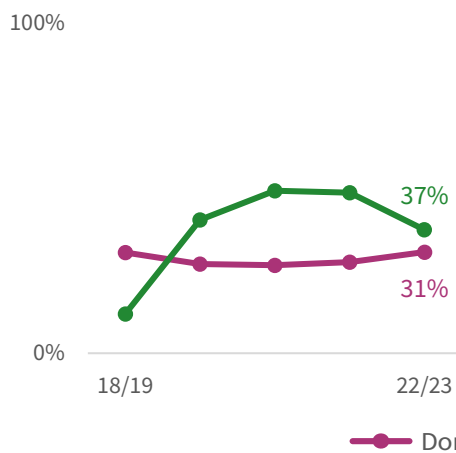
Student Profile 2022/23

This profile of the KPU student body compares the characteristics of domestic and international students. International students made up 38% of all KPU in AY2022/23. Compared to domestic students, international students were more likely to be aged 19 to 22 years, be new to KPU, studying full-time, and pursue either undergraduate or graduate studies.

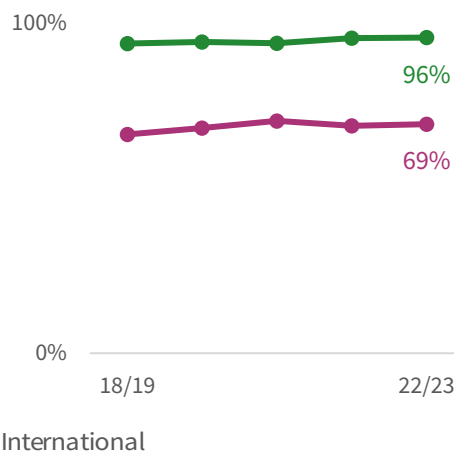
Age Groups



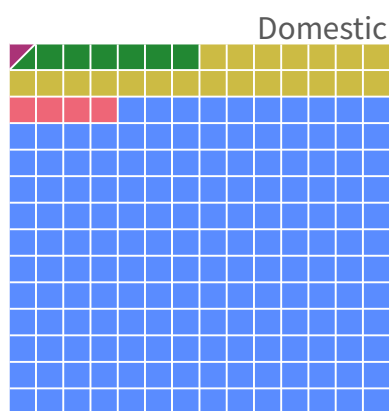
New to KPU



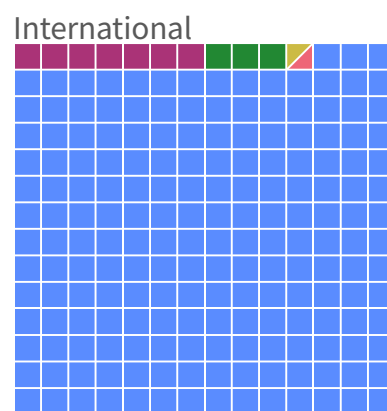
Full-time students



Student level



<1%	Graduate	4%
3%	Pathway	2%
11%	Vocational	<1%
2%	Preparatory	<1%
84%	Undergraduate	95%

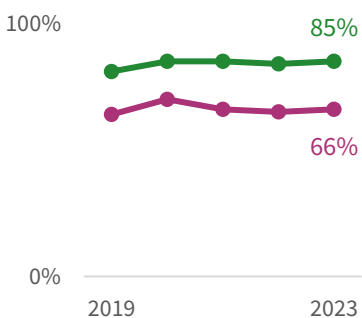


What Students Tell Us

In fall 2023, over 5,000 KPU students responded to the annual Student Satisfaction Survey.

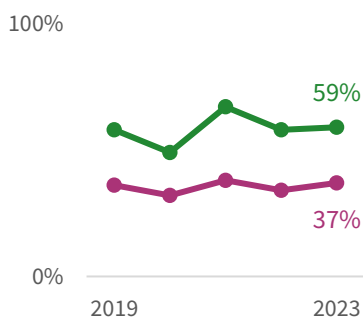
KPU was first choice

Student wanted to attend KPU as their first-choice institution.



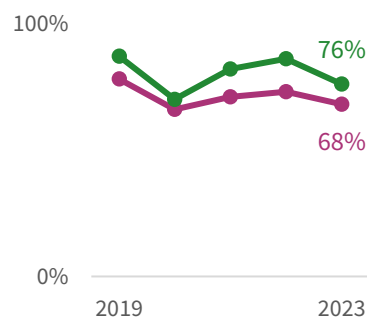
First-generation

Student's parents did not attend post-secondary education.



Working a paid job

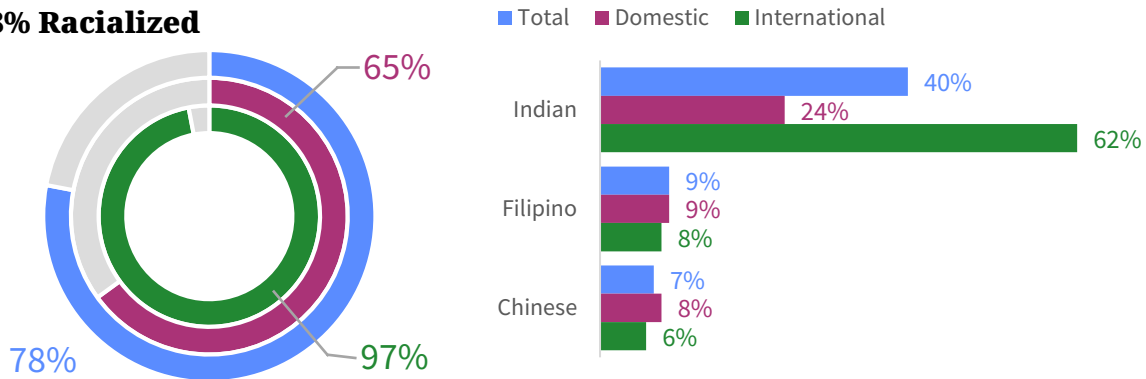
Student worked in paid employment while attending.



Racial and ethnic background

The majority of both domestic and international students identified as racialized. Indian, Filipino, and Chinese were the three largest racial groups in the student body.

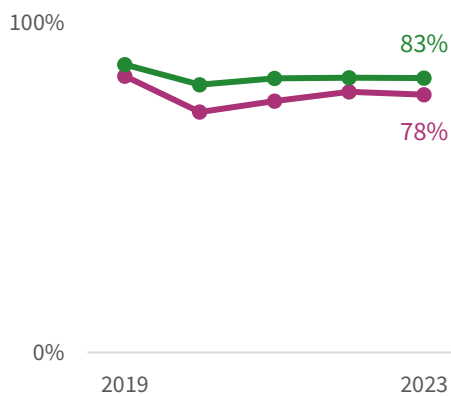
78% Racialized



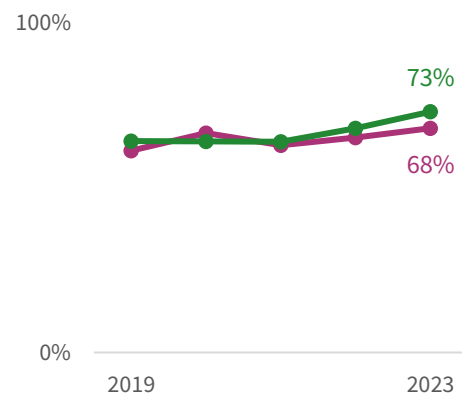
Educational experience

Satisfaction with overall educational experience has remained high among both domestic and international students since returning to campus after COVID-19. Over two-thirds of students were enrolled in all the courses they wanted in fall 2023.

Satisfied with overall educational experience



Enrolled in all desired courses



Domestic International

4. Student Innovation and Research

This chapter profiles some KPU student-led research and innovation projects. Some of this has been funded through KPU's Student Research and Innovation Grants. Some of these projects have been conducted with or for external partners.

Wilson School of Design students design tents to protect firefighters from wildfire smoke

The prototype shelters, designed for use on fire lines and fire camps, aim to provide wildfire crews access to clean air in smoky environments. The shelters are easy to set up and equipped with a three-layer air filtration system similar to advanced cabin air filters. The system removes a wide range of pollutants and creates a breathable environment within the tent. Multiple prototypes were designed and produced by students in the product design program. The BC Wildfire Service has plans to test these clean-air shelter prototypes at fire camps impacted by wildfire smoke this summer.

"These professionals are often stationed far from their base camps and are constantly exposed to harmful smoke and poor air quality, even during breaks," shared Kevin Kang, a third-year product design student. "Our goal was to create a clean-air shelter that could help reduce the immediate dangers of smoke inhalation and address the long-term health risks."

The theme of this year's project was inspired by John Valliant's book *Fire Weather: The Making of a Beast*, which is about wildfires in northern Alberta.



Photo: Hunter Cuthbert (left) and Kevin Kang (right) assemble a prototype clean-air shelter in the field.

Wilson School of Design student upcycles old clothes into winning design



Photo: Clara Devina wearing her winning garment.

A third-year student in the Fashion Design and Technology program, Clara Devina won the Wilson School of Design's 2024 Upcycled Design Competition and \$2000 prize with a handmade dress-like crocheted garment that symbolizes the web of life. "We can go thrifting instead of shopping or donate clothes instead of letting them pile up," said Devina. "Participating in this competition is one of my ways to support sustainability." Devina used weaving and crocheting techniques to reflect the ideas of connectedness. The use of yarn is also very symbolic, as it represents the idea that everything in nature begins small.

For the competition, participants were encouraged to incorporate environmental and social responsibility into their work, creating a three-dimensional design with recycled textiles and found objects. This year's theme was Gaia, a term from Greek mythology meaning 'mother of all life'. It was inspired by scientist James Lovelock's theory that suggests all living organisms are connected and form synergetic, self-regulated systems.

History student investigates media's reporting of relationship between Canadian companies and Brazil's military dictatorship

Working with a team of sociology and history researchers at KPU, history student Nolan Jensen investigated the connection between Light/Brascan and Brazilian technocrats during the latter's military regime (1964-1985). Jensen's research was supported by a Student Research & Innovation Grant (SRIG), and he presented his results at KPU's Empowering Minds Conference in March 2024. "We spent months researching available primary and secondary source materials, wrote an in-depth report, and had the opportunity to present our findings for the Canadian Journal of Latin American and Caribbean Studies at the University of Toronto," said Jensen. "I know that I will be able to call upon the experience in future endeavours in academia."

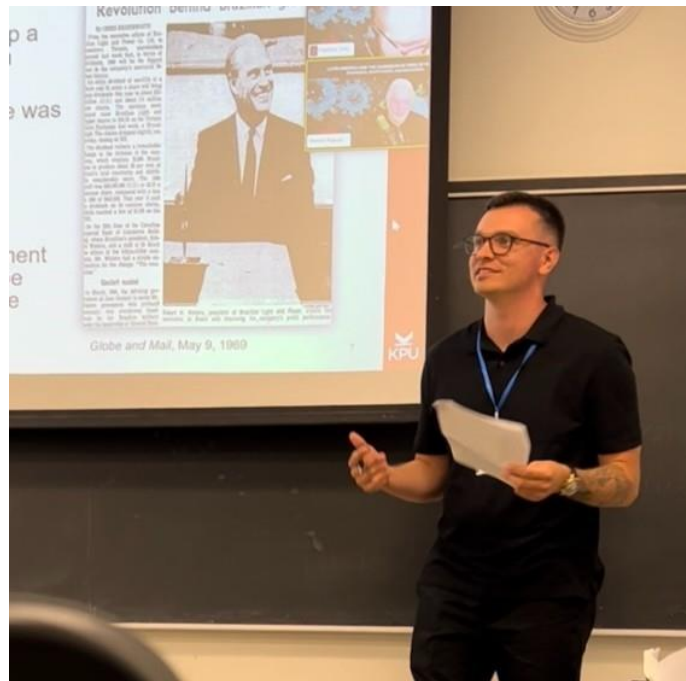


Photo: Nolan Jensen presenting his research.

Business students explore applications of AI in supply chain and logistics to reduce carbon emissions

Shoplan Aralova and Nichol Louis, post-graduate students in the Operations and Supply Chain Management program, worked with Business instructor Dr. Marcelo Machado to conduct research on how AI technologies can be integrated into supply chain operations to improve efficiency – while simultaneously minimizing environmental impact. "We



Photo: Shoplan Aralova (left) and Nichol Louis (right).

"We uncovered insights that challenge conventional notions," said Aralova. "This experience has expanded my knowledge and fueled my passion for sustainable business practices in the supply chain. I am proud to have contributed to this important dialogue, and I look forward to seeing how our research influences future initiatives in the field."

Brew Lab students craft beer with distinct Korean cultural flair



Photo: (From left to right) Ui Sun Hwang, Thomas Nickel, Donghwan Chang, and Su Kim in the KPU Brew Lab.

Korean international students Ui Sun Hwang and Su Kim collaborated with KPU alumnus Donghwan Chang and domestic students Thomas Nickel and Hyorae Kim to create a one-of-a-kind beer. Named ‘Harvest Saison,’ the recipe calls for hops that smell like pears, apples, and melons – commonly associated with Korean alcohol – in addition to a combination of rice flakes, barley malt, wheat malt, and Saison yeast to create a beer reminiscent of Korean rice wines.

“The addition of rice was chosen to give the beer a clean and smooth flavour, while also taking into account our cultural background,” said Hwang. “We wanted to combine Belgian-style beer with elements inspired by traditional Korean liquors and German hops to create a truly unique beer.”

Applied Genomics student helps agriculture prepare for global warming

In partnership with Thompson Rivers University and a ranch in Beaverdell, RJ Wester is studying the heat resistance of cattle at KPU’s Applied Genomics Centre (AGC). Using genetic tools, Wester is tracking the single mutation that causes cattle from the tropics to be heat resistant. He is also assessing the heat resistance capabilities of cattle with this mutation using gene expression and blood protein markers related to heat stress. The hope is to help breeders produce beef cattle that are better able to sustain Canada’s rising temperatures. The “experience has allowed me to open up my options for careers in the future” said Wester.



Photo: RJ Wester working in the Applied Genomics lab.

Biology student explores new method for determining hop quality



Photo: Damion Schonwetter

KPU student Damion Schonwetter is collaborating with the BC Hop Growers Association to help bridge the gap between the methods currently used by hop growers and beer brewers to determine hop quality with newer precision lab analysis methods. While traditional methods can ascertain the aromatic total oil content, Schonwetter is using gas chromatography-mass spectroscopy to determine the exact aromatic compounds and their relative quantities.

“Having this data ultimately allows you to better judge the quality of the hops, and the aromatic properties they imbue,” said Schonwetter. “This

will result in less hop and beer waste by brewers having more accurate data.” Schonwetter’s research is part of the hop variety development project, which aims to develop locally-adapted hop plants, taking place in KPU’s Applied Genomics Centre – where many students have had the opportunity to participate in hands-on research. “This project has been an incredible experience for me,” said Schonwetter.

Sociology student brings ethnographic methods to Drumheller

Kamla Brown is working with Dr. Rebecca Yoshizawa to explore the social and cultural aspects of paleontology, including a visit to the Royal Tyrrell Museum in Drumheller, Alberta, and conducting interviews with museum staff. Brown aims to observe how paleontological knowledge actually gets produced, and determine the extent to which colonial attitudes remain present in contemporary museum exhibitions. “Paleontology participates in larger conversations and actions around land use, industry and resource extraction, Indigenous land sovereignty, and environmental destruction,” said Brown, who noted the ability of museum exhibits to both reproduce and challenge social inequalities. “I have come to learn that everything can be a finding in research.”



Photo: Kamla Brown at the Royal Tyrrell Museum.

Sustainable Agriculture student compares bok choy growing methods to improve crop yield and generate renewable energy



Photo: Amanda Tam with her bok choy crop.

Amanda Tam received a Student Research & Innovation Grant to study bolt resistance and yield of different bok choy varieties at the KPU Farm in Richmond. Her research investigates whether plant variety, shading method, and planting date affect crop growth – but also utilizes solar panels as a source of shade. Tam hopes that her research can lead to more dual-purpose land use: as a source of food and renewable energy. Tam pointed out the importance of SRIG for enabling student research: “I was able to obtain valuable data from

the funded materials, which otherwise would have imposed a personal financial burden.”

Psychology students investigate barriers faced by 2SLGBTQIA+ students within post-secondary institutions.

Fourth-year students Camille Bédard (applied psychology) and Liam Ruel (psychology) worked with alumna Kayla Garvin and Dr. Tara Lyons to examine the experiences of 2SLGBTQIA+ students in a teaching-focused post-secondary environment. The students conducted interviews with 43 2SLGBTQIA+ students at KPU, broadly exploring their educational experiences. They found that, overall, 2SLGBTQIA+ students don't have the support, services, and educational environment they need to thrive. The students presented their findings to numerous internal and external audiences between November 2022 and March 2024. Understanding the lack of 2SLGBTQIA+ community on campus, the students created the KPU Pride Society student group, and opened the Pride Centre space at KPU Surrey.



Photo: Liam Ruel (left) and Camille Bédard (right), discussing the benefits of undergraduate research at Empowering Minds 2024.

One objective of the project was to develop participant-driven recommendations for KPU employees. Recommendations based on the research that have been implemented include revising the language on counselling demographics forms and providing funding to staff the Pride Centre. Ruel, who has also previously done research as part of the Lifespan Cognition Lab, reflected on his research experience: “I think we’ve helped people outside of the community understand just how prevalent anti-2SLGBTQIA+ prejudice is, and I hope we can use this work to advocate for further change.”

Currently, the students are conducting a further mixed-methods study at teaching-focused institutions across the Lower Mainland to expand upon and enrich their research findings.

5. Performance Measures, Targets, and Results

The following pages present KPU's performance measures for assessing progress toward the goals in KPU's strategic plan, *VISION 2026*. The 12 measures include the performance measures required by the ministry, as well as those for SkilledTradesBC (STBC). The glossary provides definitions of terms and sources used for the performance measures.

Each measure has a performance target against which actual performance is assessed. For the PSFS measures, the targets were set by the ministry and assessed using the method outlined in the *Accountability Framework Standards Manual and Guidelines*. Targets for the KPU measures were developed in consultation with the KPU Board of Governors. Alignment between *VISION 2026*'s themes and the ministry's system objectives is shown below:

VISION 2026 Themes	Ministry Objectives				
	Capacity	Access	Quality	Relevance	Efficiency
A. Experience		✓	✓		
B. Sustainability	✓			✓	✓
C. Creativity	✓		✓	✓	✓
D. Justice		✓	✓		
E. Quality	✓	✓	✓	✓	

For each metric, the ministry objective is listed, where applicable, as well as the data source, the target, the assessment, and any noteworthy information.

The table below contains a summary of the assessment on the 12 government (10 PSFS, 2 STBC) and 39 KPU performance measures, as well as the scale used to assess them. The scale incorporates both government and KPU assessment methods, which includes additional gradations marking progress toward achieving a target. In cases where multiple assessments are made for a single performance measure, the lowest of the assessments is assigned to the measure and reported in the table.


Assessment (criteria)	Gov't	KPU	Total
Achieved (100% or more of target)	4	7	11
Substantially achieved (90% to 99% of target)	4	2	6
Not achieved (between 60% and 89% of target)	2	0	2
Not achieved (less than 60% of target)	2	2	4
Not assessed (no data, no target, too few respondents, or margin of error too high)	0	25	25
TBD (data forthcoming)	0	3	3

Appendix B contains the margins of error used in the assessments of five PSFS measures, as well as the results for all PSFS performance measures.


A. Experience

A1. Enhanced Student Experience

1. Proportion of students reporting satisfaction with their educational experience

	Fall 2020	Fall 2021	Fall 2022	Fall 2023	Target	
	75%	79%	81%	80%	≥	
Substantially achieved. PSFS objective: Quality. Data source: Student Satisfaction Survey (SSS).						


2. Proportion of students who feel part of the KPU community

	Fall 2020	Fall 2021	Fall 2022	Fall 2023	Target	
	56%	58%	63%	61%	≥	
Substantially achieved. PSFS objective: Quality. Data source: SSS.						



3. Proportion of students reporting satisfaction with campus life

	Fall 2024	Fall 2025	Fall 2026	Target	
	-	-	-	≥	
Not assessed. PSFS objective: Quality. Data source: SSS.					
New metric. Data to be collected starting Fall 2024.					

4. Percentage of sections with zero textbook costs

	FY20	FY21	FY22	FY23	FY24	Target	
	14%	18%	17%	16%	23%	↑	
Achieved. PSFS objective: Access. Data source: KPU Student Information System.							

5. Work-integrated learning (WIL) opportunities

	FY23	FY24	Target	
Number of WIL opportunities	465	483	TBD	
Number of WIL students	5,864	5,983	TBD	
Not assessed. PSFS objective: Relevance. Data source: KPU Student Information System.				

A2. Enriched Employee Experience

6. Proportion of employees who are satisfied with working at KPU

	CY24	CY25	CY26	Target
	-	-	-	TBD
Not assessed. Data source: Employee Feedback Survey (EFS). New metric. Data to be collected starting Fall 2024.				

A3. Support for Health and Wellness

7. Student wellness scores

	CY24	CY25	CY26	Target
	-	-	-	TBD
Not assessed. PSFS objective: Quality. Data source: SSS. New metric. Data to be collected starting Fall 2024.				

8. Employee wellness scores

	CY24	CY25	CY26	Target
	-	-	-	TBD
Not assessed. Data source: EFS. New metric. Data to be collected starting Fall 2024.				

B. Sustainability

B1. Cultural, Social, and Environmental Sustainability


9. Number of courses in the Climate+ Challenge

	AY24	AY25	AY26	Target
	84	-	-	↑
Not assessed. PSFS objective: Quality. Data source: KPU Climate+ Challenge website .				


10. Number of research projects that address sustainability

	FY24	FY25	FY26	Target
	105	-	-	↑
Not assessed. PSFS objective: Quality. Data source: KPU ROMEO Research System. Includes all projects that address one or more UN Sustainable Development Goals.				

11. Greenhouse gas emissions from KPU buildings

	CY22	CY23	Target	
	2,655	2,383	TBD	
Not assessed. Data source: KPU Energy Records. The unit of measurement is metric tonnes of carbon dioxide equivalents (tCO2e).				

12. Campus waste diversion rate


	FY23	FY24	Target	
	50%	55%	↑	
Achieved. Data source: KPU Facilities Tracking System. The rate reflects all major sources of waste and waste diversion. Some less voluminous forms are not captured, such as electronics recycling, and lab chemical neutralizing.				

13. Proportion of students and employees using more sustainable transportation methods

	Spring 2024	Spring 2025	Spring 2026	Target	
Students	69%	-	-	↑	<div><div>×</div><div>●</div></div>
Employees	33%	-	-	↑	
Not assessed. Data source: Sustainability Survey.					


B2. Integrated Planning

14. Proportion of students reporting they have access to the courses they want


	CY20	CY21	CY22	CY23	Target	
	65%	62%	66%	68%	↑	
Achieved. PSFS objective: Efficiency. Data source: SSS.						

B3. Financial Sustainability


15. Net operating revenues ratio

	FY23	FY24	Target	
	3%	12%	>7%	
<p>Achieved. PSFS objective: Efficiency. Data source: KPU Financial System.</p> <p>This provides an indication of the extent to which an institution is generating positive cash flow to be financially sustainable long-term. It is calculated as cash flow from operating activities divided by total revenues. Cash flow from operating activities is actual cash and represents the amount of cash an organization generates or consumes from carrying out its operating activities over a period of time.</p> <p>The financial statement total revenue figures used for this metric for FY24 include a gain of \$116.4M from the sale of a land parcel (increase to revenues) and a deferral of KPU's fiscal 2024 operating grant of \$83M (decrease to revenues). The ratios were normalized for these transactions. Before normalization, 'Net operating revenues ratio' for FY24 was 10%.</p>				

16. Net income or loss ratio

	FY23	FY24	Target	
	3%	3%	>1.5%	
<p>Achieved. PSFS objective: Efficiency. Data source: KPU Financial System.</p> <p>This measures the percentage of an institution's revenues that contribute to its net assets. It provides insight into how well an institution is able to manage its overall expenses and its objective is to track trends in an institutions' net earnings. The ratio is calculated as total revenues minus total expenses divided by total revenues.</p> <p>The financial statement total revenue figures used for this metric for FY24 include a gain of \$116.4M from the sale of a land parcel (increase to revenues) and a deferral of KPU's fiscal 2024 operating grant of \$83M (decrease to revenues). The ratios were normalized for these transactions. Before normalization, 'Net income or loss ratio' was 19%.</p>				

17. Tuition revenue over all academic expenses

	FY23	FY24	Target	
	118%	111%	≥75%	
<p>Achieved. PSFS objective: Efficiency. Data source: KPU Financial System.</p> <p>A decline in this ratio would demonstrate a decrease in revenues to cover expenditures especially if related expenses remain the same. It is calculated as total tuition revenue divided by academic support and instruction (all activities related to the support and delivery of education, including cost of instructors, academic management, support staff, and related support costs).</p>				

C. Creativity

C1. Teaching Excellence and Innovation

18. Proportion of teaching faculty indicating satisfaction with supports for teaching

	CY24	CY25	CY26	Target
	-	-	-	↑
Not assessed. PSFS objective: Quality. Data source: Faculty Survey (FS). New metric. Data to be collected starting Fall 2024.				

19. Proportion of teaching faculty indicating satisfaction with supports for curriculum development

	CY24	CY25	CY26	Target
	-	-	-	↑
Not assessed. PSFS objective: Quality. Data source: FS. New metric. Data to be collected starting Fall 2024.				

C2. Research Activity and Intensity

20. Number of students that receive a Student Research and Innovation Grant

	FY24	FY25	FY26	Target
	72	-	-	TBD
Not assessed. PSFS objective: Quality. Data source: KPU ROMEO Research System.				

21. Proportion of students engaged in research

	CY24	CY25	CY26	Target
	-	-	-	TBD
Not assessed. PSFS objective: Quality. Data source: SSS. New metric. Data to be collected starting Fall 2024.				

22. Student satisfaction with opportunities to be engaged in research

	CY24	CY25	CY26	Target
	-	-	-	TBD
Not assessed. PSFS objective: Quality. Data source: SSS. New metric. Data to be collected starting Fall 2024.				

23. Proportion of employees engaged in research

	CY24	CY25	CY26	Target
	-	-	-	TBD
Not assessed. Data source: FS. New metric. Data to be collected starting Fall 2024.				

24. Proportion of employees who engage students in their research

CY24	CY25	CY26	Target
-	-	-	TBD
Not assessed. PSFS objective: Quality. Data source: FS. New metric. Data to be collected starting Fall 2024.			

25. Number of employees who received some course release to conduct research or scholarship

AY24	AY25	AY26	Target
42	-	-	TBD
Not assessed. PSFS objective: Quality. Data source: KPU ROMEO Research System. Course release includes educational leave for research, as well as internally funded course release, externally funded course release, and the 0.6 Professional Development course release used for research.			

26. Number of research partners

CY24	CY25	CY26	Target
47	-	-	TBD
Not assessed. Data source: KPU ROMEO Research System. Research partners include partners in the government, for-profit, and non-profit sectors that awarded research grants to, or signed research contracts and agreements with KPU researchers.			

C3. Creative Problem-Solving

27. Proportion of employees who agree with the statement: I feel empowered to take calculated risks to solve problems at KPU

CY24	CY25	CY26	Target
-	-	-	↑
Not assessed. Data source: EFS. New metric. Data to be collected starting Fall 2024.			

D. Justice

D1. Decolonization and Reconciliation

28. Progress on xé?elł (KPU Pathway to Systemic Transformation)

CY24	CY25	CY26	Target
	-	-	180

TBD. PSFS objective: Access. Data source: KPU.

Progress on each of the ten paths on the six pathways in xé?elł was rated from zero (no progress) to three (substantial progress), with the target representing the maximum score.
Data will be added when available (June 2024).

29. Number of Indigenous student spaces (PSFS)

	FY20	FY21	FY22	FY23	Target
# of Indigenous student FTEs	337	270	272	243	N/A
% of domestic FTEs	3.6%	3.1%	3.3%	3.0%	≥



Substantially achieved. PSFS objective: Access. Data source: PSFS.

The metric is the percentage of domestic FTEs that are attributable to Indigenous students. The target is that this percentage is equal to, or greater than, the percentage in the previous year. Includes all students who have ever self-declared as Indigenous in the BC K-12 school system, or at KPU.

30. Number of Indigenous graduates

AY22	AY23	Target
69	36	↑



Not achieved (<60% of target). PSFS objective: Access. Data source: KPU Student Information System.

Includes all graduates who have self-declared as Indigenous during their studies at KPU, or in the BC K-12 school system.

31. Number of Indigenous employees

CY24	CY25	CY26	Target
-	-	-	↑

Not assessed. PSFS objective: Access. Data source: EFS.

New metric. Data to be collected starting Fall 2024.

D2. Antiracism

32. Progress on the recommendations from the Task Force on Anti-Racism

	CY24	CY25	CY26	Target	
	78	-	-	192	●
Not assessed. PSFS objective: Access. Data source: Office of Equity and Inclusive Communities.					
Each of the Task Force's recommendations was rated from zero (no progress) to three (substantial progress/complete), with the target representing a score of three on all.					

D3. Equity, Diversity, Inclusion, and Accessibility

33. Progress on developing the EDI Action Plan

	CY24	CY25	CY26	Target	
	50%	-	-	100%	●
Not assessed. PSFS objective: Access. Data source: Office of Equity and Inclusive Communities.					

34. Progress on implementing the Accessibility Plan

	CY24	CY25	CY26	Target	
		-	-	TBD	
TBD. PSFS objective: Access. Data source: Office of Equity and Inclusive Communities.					
Data for this metric will be added when available (June 2024).					

35. 50/30 Challenge results

	AY23	AY24	AY25	Target	
Senior administrators	64%, 30%	-	-	50%, 30%	● ×
Board members	50%, 90%	-	-	50%, 30%	● ×
● Gender × Other					
Achieved. PSFS objective: Access. Data source: 50-30 Challenge Survey.					
Target is for both groups (senior administrators and Board members) to be made up of 50% gender minorities (i.e., women and trans people), and 30% other minoritized groups (i.e., LGBTQ+, disabled, or BIPOC).					

36. Proportion of employees that perceive they are treated fairly at KPU regardless of...

	CY24	CY25	CY26	Target
	-	-	-	↑
Not assessed. PSFS objective: Access. Data source: EFS.				
New metric, data to be collected starting Fall 2024.				

37. Proportion of students that perceive they are treated fairly at KPU regardless of...

	CY21	CY22	CY23	Target	
Gender:					
trans/gender diverse, cisgender	73% 88%	65% 89%	69% 86%	≥ peer group	
Sexual orientation:					
LGBQ+, non-LGBQ+	83% 87%	76% 88%	76% 86%	≥ peer group	
Ability:					
disabled, non-disabled	79% 89%	80% 90%	78% 88%	≥ peer group	
Age:					
30 or older, under 30	82% 87%	86% 89%	81% 87%	≥ peer group	
Ethnicity:					
racialized, non-racialized	88% 81%	89% 79%	86% 75%	≥ peer group	
English skills:					
multilingual, monolingual	83% 77%	89% 83%	87% 82%	≥ peer group	
Religion:					
non-Christian religious, non-religious, Christian	89% 80% 82%	91% 75% 83%	89% 72% 79%	≥ peer group	

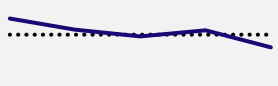

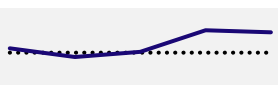

Not achieved: ≥10% gap between groups (achieved for ethnicity and English skills, substantially achieved for age). PSFS objective: Access. Data source: SSS.

Categories are collapsed into binary breakdowns, with minoritized groups listed first in the table (trans/gender diverse, LGBQ+, disabled, 30 or older, racialized, multilingual, non-Christian religious). Specific subgroups within each category score differently, and should not be treated as homogenous. For selected breakdowns, please see Appendix C.





E. Quality

E1. Program and Service Improvement





38. Proportion of graduates that assess their quality of instruction positively (PSFS)

	CY19	CY20	CY21	CY22	CY23	Target	
BGS	94%	91%	90%	91%	87%	≥90%	
DAC	97%	93%	97%	97%	95%	≥90%	
APP	91%	89%	90%	95%	95%	≥90%	
Trades	95%	90%	93%	-	-	≥90%	
<p>Achieved. PSFS objective: Quality. Data source: BC Student Outcomes Surveys (BCSOS). BGS meets the target when taking margin of error into account. Trades was not reported for CY22 or CY23 as the number of survey respondents was too low.</p>							





39. Proportion of graduates that report satisfaction with their education (PSFS)

	CY19	CY20	CY21	CY22	CY23	Target	
BGS	94%	91%	92%	89%	88%	≥90%	
DAC	92%	91%	94%	92%	89%	≥90%	
APP	87%	84%	88%	91%	94%	≥90%	
Trades	94%	95%	93%	-	-	≥90%	
<p>Achieved. PSFS objective: Quality. Data source: BCSOS. BGS and DAC meet the target when taking margin of error into account. Trades was not reported for CY22 or CY23 as the number of survey respondents was too low.</p>							





40. Proportion of graduates who agree their education helped them develop skills (PSFS)

	CY19	CY20	CY21	CY22	CY23	Target	
BGS	91%	89%	87%	86%	84%	≥85%	
DAC	89%	87%	91%	90%	90%	≥85%	
APP	85%	84%	82%	87%	89%	≥85%	
Trades	90%	89%	90%	-	-	≥85%	
<p>Achieved. PSFS objective: Relevance. Data source: BCSOS.</p> <p>BGS meets the target when taking margin of error into account. Trades was not reported for CY22 or CY23 as the number of survey respondents was too low. Results for each group on specific skills (e.g., writing, problem-solving) are provided in Appendix C.</p>							

41. Proportion of graduates reporting their program-developed knowledge and skills are useful for performing their job (PSFS)

	CY19	CY20	CY21	CY22	CY23	Target	
BGS	90%	88%	90%	88%	84%	≥90%	
DAC	83%	86%	82%	83%	79%	≥90%	
APP	87%	91%	89%	90%	93%	≥90%	
Trades	93%	85%	-	-	-	≥90%	
<p>Substantially achieved (achieved for APP, not assessed for Trades). PSFS objective: Relevance. Data source: BCSOS.</p> <p>BGS meets the target when taking margin of error into account. Trades was not reported for CY21, CY22, and CY23 as the margin of error was too high or the number of survey respondents was too low.</p>							

42. Graduate unemployment rate (PSFS)

	CY19	CY20	CY21	CY22	CY23	Target	
BGS	3.4%	8.5%	6.0%	3.3%	7.7%	≤8.8%	
DAC	5.9%	5.2%	5.9%	6.1%	8.0%	≤8.8%	
APP	1.1%	4.0%	3.1%	1.0%	2.2%	≤8.8%	
Trades	6.8%	11.1%	-	-	-	≤8.8%	
<p>Achieved. PSFS objective: Relevance. Data source: BCSOS.</p> <p>Trades was not reported for CY21, CY22, and CY23 as the margin of error was too high or the number of survey respondents was too low.</p>							

43. Percentage of programs compliant with Policy AC3: Program Review

	AY23	AY24	AY25	Target
		-	-	100%
<p>TBD. PSFS objective: Quality. Data source: KPU Program Review Tracking System.</p> <p>Data for this metric will be added when available (June 2024).</p>				

E2. Internal Accountability

44. Proportion of employees who agree that KPU promotes a culture of shared responsibility and accountability







	CY24	CY25	CY26	Target
	-	-	-	↑
<p>Not assessed. Data source: EFS.</p> <p>New metric. Data to be collected starting Fall 2024.</p>				

E3. External Accountability


45. Proportion of friends who agree that KPU is being transparent and accountable

	CY24	CY25	CY26	Target
	-	-	-	↑
<p>Not assessed. Data source: Partners Survey.</p> <p>New metric, data to be collected starting in 2024. Friends include PAC members, WIL, co-op, clinical placement, and research partners.</p>				


46. Number of credentials awarded annually to domestic students (PSFS)

	FY20	FY21	FY22	FY23	Target	
Bachelor	975	1,034	963	921	991	
Certificate	473	418	404	434	432	
Diploma	348	367	327	324	347	
Develop- mental	46	51	28	-	42	
Graduate & Post- Bacc	34	28	27	22	30	
Short certificate	29	13	17	10	20	
<p>Not achieved (<60% of target; not achieved, within 60% of target for graduate; substantially achieved for bachelor and diploma; achieved for certificate). PSFS objective: Capacity. Data source: PSFS.</p> <p>Credentials awarded to international students are excluded, as are Trades Foundations and apprenticeships. The target is the average number of credentials awarded in the three most recent fiscal years. The metric was previously reported as a total rather than by type, therefore targets for previous years are not provided. “Graduate” includes graduate certificates and diplomas, and post-baccalaureate diplomas.</p>						


47. Number of domestic FTEs (PSFS)

FY20	FY21	FY22	FY23	FY24	Target	
8,212	7,615	7,013	6,793	7,010	9,290	
Not achieved (within 60% of target). PSFS objective: Capacity. Data source: PSFS. Domestic enrolment was negatively impacted by the pandemic and by demographic changes in the KPU region. Between 2019 and 2021, the population of 17-to-21-year-olds in the KPU region declined by 9%. It started to increase thereafter, exceeding 2019 numbers by 2023. This pattern of decline and increase is reflected in the FTE numbers.						



48. Number of health FTEs (PSFS)

FY20	FY21	FY22	FY23	FY24	Target	
938	829	803	734	769	889	
Not achieved (within 60% of target). PSFS objective: Capacity. Data source: PSFS. Health FTEs are affected by changes in the population, described above. In addition, changes in KPU nursing programs from a 4-year to a 3-year program meant that these programs generate lower FTEs than before. When these changes were initially made, students taking the first-year qualifying courses, called Health Foundations, were still captured as health FTEs, but changes made in AY2018/19 resulted in new students taking the first-year qualifying courses for nursing as part of the general student body, so they no longer generate health FTEs. As students in Health Foundations completed, the number of health FTEs they generated declined to zero.						



49. Number of developmental FTEs (PSFS)

FY20	FY21	FY22	FY23	FY24	Target	
401	242	168	166	183	318	
Not achieved (<60% of target). PSFS objective: Capacity. Data source: PSFS. Development FTEs are affected by changes in the population described under domestic FTEs above. Most of our developmental FTEs are generated by students in the KPU Pathway to Undergraduate Studies, an access pathway where students upgrade their English in order to meet the undergraduate admission English proficiency requirements. Prior to FY24, students didn't apply to the Pathway but were given an offer to the Pathway if they didn't meet the English proficiency requirements for undergraduate studies. Effective FY24, students can directly apply to the Pathway when they realize they won't meet these requirements, resulting in a 10% increase in developmental FTEs.						

50. Seat utilization for STBC-funded Foundation programs (STBC)

FY20	FY21	FY22	FY23	FY24	Target		
89%	-	-	88%	92%	94.5%		
Substantially achieved. PSFS objective: Capacity. Data source: STBC. Data is not provided for FY21 and FY22 as targets were not set in those years.							

51. Seat utilization for STBC-funded Apprenticeship programs (STBC)

FY20	FY21	FY22	FY23	FY24	Target		
94%	-	-	91%	88%	94.5%		
Substantially achieved. PSFS objective: Capacity. Data source: STBC. Data is not provided for FY21 and FY22 as targets were not set in those years.							

Glossary of Terms

APP: Apprentice Student Outcomes survey administered by BC Stats after apprentices complete their final year of training

AY: Academic year (i.e., September 1 to August 31)); e.g., AY23 is September 1, 2022 to August 31, 2023

BCSOS: BC Student Outcomes Surveys – results of APPSO, BGS, DACSO, and Trades averaged together

BGS: Baccalaureate Graduate Survey administered by BC Stats about two years after graduation

CY: Calendar year (i.e., January 1 to December 31)

DAC: Diploma, Associate Degree and Certificate Outcome survey administered by BC Stats about 9 to 20 months after program completion

EFS: Employee Feedback Survey of all KPU employees, conducted approximately every two years; in 2018, it was called the Employee Engagement Survey and in 2021, it was called the Employee Insights Survey

FS: Faculty Survey of all KPU faculty members, conducted approximately every two years

FTE: Full-time equivalent: For students, FTE equates to number taking a full load of five courses per term for two terms

FY: Fiscal year (i.e., April 1 to March 31); e.g., FY 2022 is fiscal year April 1, 2021 to March 31, 2022

PSFS: BC Ministry of Post-Secondary Education and Future Skills, elsewhere referred to simply as “the ministry”

SSS: Student Satisfaction Survey of all KPU students, conducted by KPU every year; prior to 2019, the survey was conducted every other year

STARS: The Sustainability Tracking, Assessment and Rating System, a voluntary, self-reporting framework for helping colleges and universities track and measure their sustainability progress

STBC: SkilledTradesBC, which funds and oversees apprentice training (formerly known as the Industry Training Authority [ITA])

Trades: Trades foundation and trades-related vocational (TFTRV) student grouping as part of the BC Student Outcomes Surveys

If no source is specified, the data are from KPU administrative systems

Appendix A: Report on Reconciliation

The following table summarizes KPU's progress on implementing the Truth and Reconciliation Commission's (TRC) Calls to Action, the post-secondary education-related articles of the United Nations Declaration (UN Declaration) on the Rights of Indigenous Peoples, and the post-secondary education-related recommendations of the In Plain Sight: Addressing Indigenous-specific Racism and Discrimination in B.C. Health Care Report.

TRUTH AND RECONCILIATION COMMISSION CALLS TO ACTION	
1: SOCIAL WORK	
We call upon the federal, provincial, territorial, and Indigenous governments to commit to reducing the number of Indigenous children in care by ... Ensuring that social workers and others who conduct child-welfare investigations are properly educated and trained about the history and impacts of residential schools. ... Ensuring that social workers and others who conduct child-welfare investigations are properly educated and trained about the potential for Indigenous communities and families to provide more appropriate solutions to family healing.	
PROGRESS	NEW AND/OR CONTINUING INITIATIVES AND PARTNERSHIPS
N/A	N/A
12: EARLY CHILDHOOD EDUCATION	
We call upon the federal, provincial, territorial, and Indigenous governments to develop culturally appropriate early childhood education programs for Indigenous families.	
PROGRESS	NEW AND/OR CONTINUING INITIATIVES AND PARTNERSHIPS
Completed	<p>In fall 2023, students were able to take Capilano University's Early Childhood Care and Education and Care diploma (ECCE) program on the Surrey KPU campus. This new partnership between CapU, KPU and Métis Nation British Columbia (MNBC) offers online and in-person learning. The Early Childhood Care & Education (ECCE) Diploma gives students the competencies and knowledge required to work with children under the age of five in licensed preschools and childcare centres.</p> <p>Education courses in the diploma meet the requirements of the Early Childhood Educator Registry for the ECE Certificate to Practice; Infant/Toddler Certificate to Practice and/or the Special Needs Certificate to Practice. Students who successfully complete an ECCE diploma are eligible to apply to the degree program.</p> <p>Discussion are underway with Capilano University about continuing the program.</p>

In Progress	<p>Through a partnership between KPU, Metis Nation of BC (MNBC), and Ministry of Children and Family Development (now the Ministry of Education and Child Care), a day care facility will be built on the Surrey campus. The ministry is providing \$6.1M in funding for this project, while the Métis Nation is providing \$2M. The facility will provide 61 childcare spaces on the ground floor and an abutting ground-level outdoor play area. The second floor will provide space for an Early Childhood Care and Education and Care diploma (ECCE) program and will provide integrated learning practicums.</p> <p>The purpose of the project is to provide young children with consistent, quality, and inclusive childcare in order to support the needs of families that work or study at KPU, members of the Metis Nation of BC, and the wider community. At the same time, with its proximity to the childcare spaces, students in the ECECC program will gain the knowledge and skills required to work with young children and their families in licensed childcare settings.</p> <p>KPU and MNBC will work to ensure that the program is culturally relevant. The building design will meet LEED Gold standards and perform as a net-zero building in terms of its greenhouse gas emissions. The facility is expected to open in June 2026.</p>
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16: INDIGENOUS LANGUAGE DEGREE AND DIPLOMA PROGRAMS

We call upon post-secondary institutions to create university and college degree and diploma programs in Indigenous Languages.

PROGRESS	NEW AND/OR CONTINUING INITIATIVES AND PARTNERSHIPS
Ongoing	<p>The hən̓q̓əmiñəm Language Initiative seeks to embed the language into many features at KPU. Embedding the language will help encourage our communities to learn the traditional language of the territories and respect the visual representation of the land-based Nations. hən̓q̓əmiñəm is the language spoken by people of the Kwantlen, Katzie, Tsawwassen, Kwikwetlem, and Musqueam First Nations on whose traditional territories our university is built. hən̓q̓əmiñəm is also known as a Down River dialect of Halkomelem, under the Salishan language category.</p> <p>Signage has been installed at our campuses to include translations of the locations in the hən̓q̓əmiñəm dialect. QR codes were included to direct people to the pronunciation of the words along with other information.</p> <p>We believe it is our role and responsibility to listen and learn Indigenous languages and follow revitalization work led by Indigenous Language Keepers. We raise our hands in gratitude to Sesmelot Fern Gabriel, hən̓q̓əmiñəm Language Instructor and Consultant from Kwantlen First Nation.</p>

Ongoing	hən̓qəmin̓əm̓ is spoken by the Down River peoples of the Fraser Valley, including the Musqueam, Tsleil-Waututh, Kwikwetlem, Tsawwassen, Katzie, and Kwantlen Nations. In early 2023, KPU academic leaders were given the opportunity to take an introductory course hən̓qəmin̓əm̓, taught by hən̓qəmin̓əm̓ Language Teacher, Fern Gabriel — Sesmelot. Fern learned her language from the Musqueam Nation. Since 2023, this course for academic leaders has been offered three times.
In Progress	Discussions with the Musqueam Nation on the development of a hən̓qəmin̓əm̓ course are ongoing.
Ongoing	KPU developed its first Indigenous language course in Cree and offered it in fall 2020 for the first time. The course continues to be offered every fall and spring semester.
Ongoing	KPU continues to hire more Indigenous faculty members, both to teach Indigenous languages and Indigenous Studies. See UNDRIP Article 14 for information on the Indigenous Hiring Initiative.

23: HEALTH-CARE PROFESSIONALS

We call upon all levels of government to increase the number of Indigenous professionals working in the health-care field, ensure the retention of Indigenous health-care providers in Indigenous communities, and provide cultural competency training for all health-care professionals.

<i>PROGRESS</i>	<i>NEW AND/OR CONTINUING INITIATIVES AND PARTNERSHIPS</i>
N/A	N/A

24: MEDICAL AND NURSING SCHOOLS

We call upon medical and nursing schools in Canada to require all students to take a course dealing with Indigenous health issues, including the history and legacy of residential schools, the United Nations Declaration (UN Declaration) on the Rights of Indigenous Peoples, Treaties and Indigenous rights, and Indigenous teachings and practices. This will require skills-based training in intercultural competency, conflict resolution, human rights, and anti-racism.

<i>PROGRESS</i>	<i>NEW AND/OR CONTINUING INITIATIVES AND PARTNERSHIPS</i>
Ongoing	Graduate Nurse, Internationally Educated Re-entry Certificate Program: Students continuously learn about the Indigenous peoples and health related concerns. Students complete learning activities that require them to learn about Truth and Reconciliation. They discuss the document in great length in small groups and answer specific questions regarding the document. Students complete an 8-hour module on trauma informed care and receive a certificate of completion and write a term paper based on Truth and Reconciliation and trauma informed care. They watch a documentary on residential schools which is followed by a class discussion. Students complete case studies which

	include Indigenous patients and design care plans to best meet the needs of the patient. Exam questions are designed to test students' understanding of the TRC Calls to Action. Students learn about cultural sensitivity throughout the program and they care for patients who are Indigenous and provide culturally safe care.
Ongoing	<p>Bachelor of Science in Nursing, Advanced Entry (BSN-AE): Students integrate content related to Indigenous health, traditional knowledge and healing practices, cultural competence, safety and humility, ways of knowing, Elder roles and working with Indigenous individuals, groups, families, and communities are included in all theory courses.</p> <p>In Semester 5, students complete an Indigenous course, and examine concepts related to health inequities and social justice in their theory course.</p> <p>Students in semester 6 complete global health projects at a variety of community agencies that serve Indigenous populations in the Lower Mainland, such as the Indigenous Wellness Training Society, the Women's Health Collective, the Vancouver Health Society, the Downtown Eastside Women's Centre and the Downtown Eastside Neighbourhood House. The BSN-AE has established ongoing partnerships with several of these agencies and seeks to nurture these partnerships as we move forward.</p>
New	Bachelor of Science in Nursing, Advanced Entry (BSN-AE): A new course is being developed to be offered in Spring 2024. The course, Professional Role: Decolonizing Indigenous Health will be added to semester two to support better preparation in meeting the new BC College of Nurses and Midwives (BCCNM) Professional Standard on Indigenous Cultural Safety, Cultural Humility, and Anti-Racism (2022).
Ongoing	<p>Bachelor of Science in Nursing: Throughout the three years, Indigenous health content is presented, discussed and examined. Semester 1 includes a focus on Truth and Reconciliation. Complex care courses and nursing applications courses in semesters 3, 4, and 6 include Indigenous Peoples case studies focusing on strengths, culture and resilience. Semester 4 nursing applications courses also include the First Nations Wellness Model with an assignment where students examine a particular Indigenous community in the Lower Mainland, with focus on the community's culture and the ways that this supports wellness.</p> <p>The BSN program continues to integrate the new BCCNM practice standard, Indigenous Cultural Safety, Cultural Humility, and Anti-Racism, which came into effect in February 2022, into the curriculum. This begins at recruitment where BSN participates in Open Doors, Open Minds, an event which gives Indigenous high school students an</p>

	<p>opportunity to learn more about the BSN program and becoming a Registered Nurse in an experiential workshop.</p> <p>Students in their first semester of the BSN are introduced to a Ministry of Children and Family Development family worker, who guides students in sharing thoughts on history and how to use it as a springboard for better understanding and improving future work with and for First Nations communities. Semester 1 clinical placements focus on Community Health Promotion. This semester anchors the standard in the program through various forms of direct engagement with the Indigenous community and a truly unique partnership with the Kwantlen First Nation. Learning is mutual as students practice community health promotion through client education and program design. Instructors guide students by implementing principles, building knowledge through education, and strengths-based and trauma-informed practice. Students engage in learning activities which require self-reflective practice regarding the principles of creating safe health care experiences and person-led care. Semester 2 students move into the acute care setting in maternity where they recognize they are engaging Indigenous clients at a vulnerable time. Students engage in direct practice and learning activities that address principles of anti-racist practice.</p> <p>Students refine skills related to planning care in collaboration with the client and recognize the impact of mental wellness on individuals and families. In semester 3 and 4, students complete medical and surgical rotations. In theory, lab, and practice settings, simulations and preparatory activities students must consider the Indigenous client's personal strengths and recognize the potential for trauma. Students practice incorporating a trauma-informed care and strength-based approach and are provided multiple written and discussion opportunities to reflect on their practice and learning needs in this area. First Nations Health Authority Mental Health and Wellness content, case studies, and strategies for client centered and culturally safe care are also integrated into these semesters.</p> <p>In the final year, Semesters 5 and 6, students complete one semester of consolidation with a focus on pediatric populations and a final preceptorship. Semester 5 students hear first-hand experiences from survivors of the Canadian residential school system, learn about different types of traumas, and consolidate learning on how to provide trauma-informed care. Students consider Indigenous ways of experiencing pain and engage in reflective learning activities on types of resilience in the Indigenous pediatric population. Students consolidate principles in final preceptorship orientation where a BSN faculty member and cultural safety consultant guides students through a review of BCCNM standards and materials on culturally safe practice. During the preceptorship, they host reflective discussions and</p>
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	encourage planning around culturally safe practice at site visits with the student and preceptor.
In Progress	<p>BSN faculty are conducting two projects using time release made possible from KPU's Teaching Learning Innovation Fund (TLIF) Awards – Indigenous Foci:</p> <p><i>2021-2023: Aligning the Fraser Health 48-6 Model of Care with Isolated Indigenous Elders and the BSN Curriculum</i></p> <p>BSN community health nursing students visit isolated Elders each week and bring “their” Elder a meal. Together, they build a relationship, engaging in conversations around components in the Fraser Health 48-6 Model of Care aimed to support Elders in a smooth transition (continuity of care) from hospital to home (when applicable) and to encourage self-management using relevant, individualized information and resources.</p> <p>The intent of this experience is to improve health outcomes for Indigenous Elders, reduce hospital readmissions and provide a consistent approach to addressing six key areas of care that are known to have interrelated impacts on health for many Elders including: pain management, medications, nutrition-hydration, elimination, mobility and cognition (thinking, mood & memory).</p> <p><i>2023-2024: KPU BSN Strengthening our Relations with Kwantlen First Nation (KFN) and Katzie FN (KaFN)</i></p> <p>The BSN program has used TLIF grant funds to build the relational bridge with the Kwantlen First Nation (KFN) and expand this to include the Katzie First Nation (KaFN), both with KPU students and faculty to meet, share, learn and grow together in class and in First Nation communities to engage in a lived experience of (true) truth and (real) reconciliation that includes:</p> <ul style="list-style-type: none"> One on one student-Elder health promotion and meal sharing Pow Wow – Sto: lo Nation (hosted by KFN at the Langley Events Center) annually, in September KFN Elder-led, in-class: Indigenous Plants, Therapies & Traditions KFN Elder & community-led: Growing medicinal plants-herbs in garden boxes/horticulture Community welcomes & feasts, bi-annual Chief & Council and Cultural Committee sharing circles Inter-sectoral collaboration creation of a “KFN Elders Lodge” Work to establish a KPU “Indigenous Health Care Assistant” cohort for the KFN community.

	<p>Building an Indigenous community garden together. KFN community alongside BSN nursing students and senior secondary wood-working “shop” students build planter-boxes to specifications with and for KFN Elders and their community to establish (and learn about) Indigenous plants & medicines</p> <p>Participate with Elder-led Indigenous story-telling, meals and activities in class, on site and outdoors</p> <p>Support and engage health promotion initiatives with a) children/teacher in the Head Start Program and b) Elders and interested community members in the Long House and Health Center.</p>
Ongoing	<p>Bachelor of Psychiatric Nursing: Cultural safety and health of Indigenous Peoples are threaded throughout the program. Students are required to take a First Nations Health course in semester 4 of the program. Upon program completion, they invite an Elder to their Graduation Tea who guides them through a smudging ceremony, and discusses with them their role as new graduates in supporting health and well-being of Indigenous Peoples, while respecting and valuing their culture and practices.</p>
New	<p>Bachelor of Psychiatric Nursing: The BPN program continues a commitment to integrating not only Indigenous content into curriculum, but to have it as the fabric of our courses. The BPN program curriculum committee and faculty are developing new curriculum which integrates Indigenous content into each semester and courses as per the BCCNM practice standard, Indigenous Cultural Safety, Cultural Humility, and Anti-Racism. In the current version of the program and in the proposed revised version of the program, the BPN has integrated cultural safety and trauma-informed care into our core mental health nursing programs. This includes a full spectrum of trauma responses, including awareness of communication strategies, understanding trans/intergenerational trauma (specific to Indigenous communities, however covering all forms of trauma). Trauma-informed care, background theory and a deep exploration of history will be the core content integrated into a suite of 3 communications classes established for our revised program. The new curriculum will start in fall 2023.</p>
Ongoing	<p>Health Care Assistant program (HCAP): Students learn about and research the impact of social determinants on health, and cultural safety and humility. Students take part in cultural presentations, including on First Nations cultures. Students visit with an Elder, visit a museum to learn about First Nations art and cultures, and visit the KPU Gathering Place.</p> <p>The program has a commitment to ensure students know the importance of culturally safe care for Indigenous populations in long</p>

	term, complex care and home health care settings. Students are required to complete the KPU Indigenous Awareness Modules, and then complete a reflective assignment on the knowledge they have learned and how they will integrate culturally competent care for Indigenous Peoples into their care plans in the care setting.
In Progress	The HCAP program has been directed by the BC Care Aide Registry to begin incorporating concepts of Indigenization into the curriculum. Faculty within HCAP have been given release time to incorporate language and learning outcomes related to Indigenous content. This will work to ensure Health Care Assistants are able to provide appropriate and respectful person-centred care to Indigenous clients and their families.
New	Traditional Chinese Medicine Diploma: The TCM program is incorporating the College of Traditional Chinese Medicine Practitioners & Acupuncturists of BC practice standard on Indigenous Cultural Safety, Humility, and Anti-racism with six core concepts that have been added into the existing Acupuncture Communication & Ethics course.

28: LAW SCHOOLS

We call upon law schools in Canada to require all law students to take a course in Indigenous Peoples and the law, which includes the history and legacy of residential schools, the UN Declaration on the Rights of Indigenous Peoples, Treaties and Indigenous rights, Indigenous law, and Indigenous–Crown relations. This will require skills-based training in intercultural competency, conflict resolution, human rights, and anti-racism.

PROGRESS	NEW AND/OR CONTINUING INITIATIVES AND PARTNERSHIPS
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N/A	N/A
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57: PUBLIC SERVANTS

We call upon federal, provincial, territorial, and municipal governments to provide education to public servants on the history of Indigenous Peoples, including the history and legacy of residential schools, the UN Declaration on the Rights of Indigenous Peoples, Treaties and Indigenous rights, Indigenous law, and Indigenous–Crown relations. This will require skills-based training in intercultural competency, conflict resolution, human rights, and anti-racism.

PROGRESS	NEW AND/OR CONTINUING INITIATIVES AND PARTNERSHIPS
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Ongoing	<p><i>KPU Indigenous Dialogue Series:</i> The Series is intended to bring together all members of the KPU community—students, employees, affiliates, and the general public-settler and Indigenous Peoples—to listen, learn, and engage with Indigenous scholars, activists, and leaders. Invitations are sent to all local First Nations, the Métis Nation BC, Indigenous Education representatives with school districts, the Surrey Urban Indigenous Leaders Committee and others.</p> <p>KPU hosted the first event of the series in November 2020 with renowned Indigenous scholar, Dr. Jo-ann Archibald, Q'um Q'um Xiiem;</p>
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	<p>KPU Chancellor, Kwuntiltunaat (Kim Baird); KPU governor, Rhiannon Bennett; and KPU student, Samantha Jack, moderated by President and Vice-Chancellor, Dr. Alan Davis. In 2021/2022, there were four events in the series, which included speakers Len Pierre Pul-ee-qwe-luck, Dr. Marie Battiste, OC., Chief Dr. Robert Joseph, OC, OBC, and Dr. Pam Palmater. More information is provided in Chapter 1, in the section on <i>Supporting Lasting and Meaningful Reconciliation with Indigenous Peoples</i>.</p> <p>The first event in 2023 was held in May and featured Dr. Lorna Wánosts'a7 Williams, whose talk was titled Nqwalútenlhkalha, Our Languages: Language Revitalization in the UN International Decade of Indigenous Languages. Dr. Lorna Wánosts'a7 Williams is Professor Emerita of Indigenous Education, Curriculum and Instruction at the University of Victoria and Canada Research Chair in Education and Linguistics. She built her career on the principle that quality education for Indigenous children must be characterized by strong cultural teachings alongside a Euro-Western education.</p> <p>In November 2023, Dr. Verna St. Denis spoke on Nqwalútenlhkalha, Our Languages. Verna St. Denis is a professor of education and special advisor to the president on anti-racism/anti-oppression at the University of Saskatchewan, where she has taught undergraduate and graduate courses in integrated anti-racist education for many years. She is both Cree and Metis and a member of the Beardsy's and Okemasis First Nation. Her research and scholarship are in anti-racist and Indigenous education, and she has published extensively on these topics.</p> <p>In March, 2024, Kahérakwas Donna Goodleaf, Ed.D. gave a workshop entitled, What does it mean to Decolonize and Indigenize Curriculum and Pedagogy in Academia? Practical Strategies for Faculty and Senior Leadership to Consider. The aim of this workshop was to unpack and examine what decolonizing and Indigenizing curriculum and pedagogy means within the context of university programs. Concrete examples of decolonized and Indigenized course syllabi were explored. As well, participants heard from a Concordia university Associate Dean in the Fine Arts and faculty member in Communications department in relation to their experiences, successes, challenges and opportunities in moving forward Concordia University's commitment to decolonizing and Indigenizing curriculum and pedagogy university-wide.</p>
Implemented	<p>Senior leaders at KPU attended a seven session education series based on <i>Pulling Together: A Guide to Indigenization of Post-Secondary Institutions</i>, led by some of the developers of the guide. These sessions focused on the Guide for Leaders and Administrators. In addition, staff in the Teaching and Learning Commons participated in training sessions focused on the Guide for Curriculum Developers. The Guides are intended to support systemic change occurring across BC post-</p>

	secondary institutions through Indigenization, decolonization, and reconciliation.
Ongoing	<p><i>Indigenous Peoples Month:</i> Across June 2021, Indigenous Services for Students hosted several events on topics such as Indigenous language revitalization, Indigenous story-telling, and wellness to celebrate National Indigenous Peoples Month.</p> <p>For June 2022, in addition to hosting the Indigenous Dialogue speaker on June 21, KPU hosted two workshops:</p> <p>Ribbon Skirt Workshop June 16 (open to Indigenous students only). This workshop was held at the Wilson School of Design at the KPU Richmond campus. There was no cost to students and fabric and ribbon were provided.</p> <p>Medicine Pouch Workshop June 29 (open to all KPU student, faculty and staff). This workshop was held on the KPU Surrey campus and a limited number of medicine pouch kits were available to Indigenous students.</p> <p>KPU promoted other events, both in person and online, that recognize and celebrate Indigenous cultures, languages, resilience and diversity.</p>
Completed	In 2019/20, KPU hosted several film screenings of <i>Invasion</i> , a film about the Unist'ot'en Camp, Gidimt'en checkpoint and the larger Wet'suwet'en Nation's continued fight against colonial violence, followed by a facilitated discussion on topics of colonialism, Indigenous sovereignty, allyship, and solidarity with Indigenous Peoples.
Ongoing	<p>Employee training: All KPU employees are expected to take online Indigenous Awareness training. This training was updated in 2022 and now consists of the following four modules:</p> <p>Module 1: Pre and Early Contact introduces the learner to the Indigenous way of life before contact with European settlers and identify differences between Indigenous and European worldviews.</p> <p>Module 2: Colonization expands the learner's knowledge of colonization and its legacy in Canada. It also highlights important events that continue to define the relationship between Indigenous and non-Indigenous people.</p> <p>Module 3: Resistance, Resilience, and Reconciliation identifies major events in Indigenous resistance and discuss the ongoing journey towards reconciliation. Additionally, this module describes some of the ways by which Indigenous people are regaining their rightful place and are thriving.</p> <p>Module 4: Situating Oneself identifies local First Nation and Indigenous Organizations. Additionally, this module provides specific methods for supporting decolonization.</p>

62: TEACHER EDUCATION

We call upon the federal, provincial, and territorial governments, in consultation and collaboration with survivors, Indigenous Peoples, and educators, to: ... Provide the necessary funding to post-secondary institutions to educate teachers on how to integrate Indigenous knowledge and teaching methods into classrooms.

PROGRESS	NEW AND/OR CONTINUING INITIATIVES AND PARTNERSHIPS
Planning	Teacher Education: Discussions had been initiated with the ministry to determine the feasibility of offering unique and niche area teacher education programs servicing critical areas of need in the province. It is recognized that there is a need for Indigenous K-12 teachers and a need to focus teacher education from an Indigenous perspective. Discussions with the ministry and with other key parties about Teacher Education were put on hold due to the pandemic, but resumed in 2023. Discussions with universities that offer teaching education are underway in 2024.

86: JOURNALISM AND MEDIA SCHOOLS

We call upon Canadian journalism programs and media schools to require education for all students on the history of Indigenous Peoples, including the history and legacy of residential schools, the UN Declaration on the Rights of Indigenous Peoples, Treaties and Indigenous rights, Indigenous law, and Indigenous–Crown relations.

PROGRESS	NEW AND/OR CONTINUING INITIATIVES AND PARTNERSHIPS
Ongoing	Introduction to Indigenous Studies: The KPU Bachelor of Journalism program requires students to take Introduction to Indigenous Studies (INDG 1100 - 3 credits). Students learn about the histories, cultures, and contemporary situations of Indigenous Peoples in North America, with special attention to Indigenous Peoples in Canada. They examine pre-contact histories and cultures, and critically examine and challenge assumptions acquired from colonial culture. Students develop informed views on Indigenous cultures and histories. Students are exposed to elements of Indigenous teachings and traditional knowledge from various Indigenous perspectives, including those of Elders and local communities.

92: BUSINESS SCHOOLS

We call upon the corporate sector in Canada to ... Provide education for management and staff on the history of Indigenous Peoples, including the history and legacy of residential schools, the UN Declaration on the Rights of Indigenous Peoples, Treaties and Indigenous rights, Indigenous law, and Indigenous–Crown relations. This will require skills-based training in intercultural competency, conflict resolution, human rights, and anti-racism.

<i>PROGRESS</i>	<i>NEW AND/OR CONTINUING INITIATIVES AND PARTNERSHIPS</i>
New	Employment resources for Business Indigenous students: Continuing deployment of a webpage with resources to help Indigenous students find employment, which can be found here . It includes links to job banks and employment programs specifically for Indigenous Peoples. The success of this method for connecting Indigenous students with employers is under evaluation while resources continue to be added.
New	Young Indigenous Leaders program: Three faculty members from the Melville School of Business supported four 6th-grade elementary school teams from the district of Maple Ridge in a mini case competition with the goal to support their fellow Indigenous students. The winning team drafted the idea of an update to the school's bagged lunch program. Prior to COVID, at-risk kids would get lunch bags privately, but during COVID, students stayed in their classrooms while deliveries occurred. The under-privileged students were obvious as the bagged lunches were handed out to only a certain number of students in the classroom. The new idea was that everyone got one and those that could pay would pay separately so that no student was singled out.
New	<p>Decolonization, Indigenization & Reconciliation Champions: The Melville School of Business currently has 3 faculty time releases (25% each) from September 2023 to August 2024 for Decolonization, Indigenization & Reconciliation Champions.</p> <p>The work of this role will build on past release efforts and continue the journey toward meeting Indigenous determinants of educational success, Indigenous pedagogy in the post-secondary context and increasing Indigenous student engagement in the School. The release role will involve faculty members working closely with the Dean's office to support the Decolonization and Indigenous inclusion objectives as set out in the KPU Academic Plan 2026. The successful candidates will determine the allocation of responsibilities to craft two priority initiatives, articulate a three-year implementation, and execute the first year of the plan.</p>
Completed	Champion to increase awareness: Since September 2018, the Melville School of Business has supported two 0.25 one-year releases for a Faculty Champion to lead initiatives to increase Indigenous awareness and decolonization of the classrooms and curriculum. In the most recent time release, a January 2022 workshop entitled Principled Engagement with Indigenous People was provided to 20 Melville School faculty. The session was designed to support instructors' ongoing awareness and commitment to decolonizing antiracism work. The School of Business is committed to creating a safe, inclusive, and inviting learning environment for Indigenous students.

New and Ongoing	<p>The Melville School of Business hosts workshops and sessions on various topics relevant to making changes in the School to better address the TRC calls to action. These events include:</p> <p>In May 2023, the School partnered with the Greater Vancouver Board of Trade and have Michelle Bryant-Gravelle present “Bold Leadership through an Indigenous Lens” to 20 KPU students. Michelle is the Senior Director, Indigenous Relations for the City of Vancouver, and conducted an enriching discussion with students.</p> <p>In 2022/23, the School held Ideation sessions every Wednesday for staff and faculty to focus on the School’s strategic plan. Goal 3 of the plan is “Reciprocal Partnerships and Relations” and has an initiative to “Engage, listen to, and collaborate with Indigenous communities, with the intent of delivering Indigenous informed business education”. Focus groups comprised of faculty and staff meet during (and sometimes outside of) this time block to further discuss learning, reflecting, understanding these issues.</p> <p>Also in 2022/23, the School held a workshop titled “Principled Engagement with Indigenous People”. The workshop was facilitated by Rain Daniels and Chelsea Branch, who provide workshops on Indigenous antiracism. The workshop examined past and present realities, applied framework connecting the relationship between beliefs and actions impacting Indigenous People, identified links between individual and systemic responsibilities, and taught tools for engagement, safe service, and equity</p> <p>In February 2021, the School welcomed Mary Jane (MJ) Brownscombe as a keynote speaker at the Faculty-wide Reading Break event. Mary Jane is Founder and Chief Executive Officer of SHE analytics, an enterprise that generates thought leadership to advance inclusion and success for women and Indigenous Peoples. Ms. Brownscombe provided an inspirational perspective on how business education and business schools are important influencers for positive change in the business world.</p> <p>In September 2021, MSB partnered with Chartered Professional Accountants of British Columbia to present a Fundamentals of Anti-Oppression workshop.</p>
Completed	<p>In May 2022, the Melville School of Business hosted an event for faculty and staff entitled Recognizing Indigenous Voices in Business Classrooms: Mentorship, Research and More, presented by Dr. Keith G. Brown and Mary Beth Doucette, the authors of the <i>Indigenous Business in Canada: Principles and Practices</i> textbook from Cape Breton University.</p> <p>Mary Beth Doucette is the Purdy Crawford Chair in Indigenous Business Studies in the Shannon School of Business at Cape Breton</p>

	<p>University. Dr. Keith G. Brown is a former Purdy Crawford Chair. The Purdy Crawford Chair in Indigenous Business Studies focuses on the research of Indigenous business models, best practices in Indigenous economic development, case studies profiling Indigenous businesses, as well as national and international comparative analysis. The purpose of the Chair is to promote interest in studying business at the post-secondary level among Canada's Indigenous Peoples, as well as to encourage applied research specific to their communities.</p>
Ongoing	<p>Advanced Business Match is about connecting Indigenous and non-Indigenous communities, sectors, and businesses with qualified decision-makers representing a diversity of business and investment interests. People attend Advanced Business Match to develop new opportunities and partnerships. In 2019, Kwantlen First Nation and the Township of Langley, in partnership with Raven Events, hosted the third annual Advanced Business Match – Lower Mainland. Members of the Melville School of Business attended, and plan to attend future events to network with Indigenous business owners, but have not been able to attend since due to the pandemic.</p>
Completed	<p>Open Education Resource (OER) for Business Communications (Indigenous focus): A KPU Applied Communications instructor received a grant to work on an OER for Business Communications. With this grant, the instructor created a textbook for Business Communications that includes Indigenous voices, experiences, and business protocols by engaging with members of different Nations in the Coast Salish region.</p>
Completed	<p>Open Education Resource for Consumer Behaviour: A Melville School of Business Marketing instructor developed an Open Education Resource (OER) for Consumer Behaviour. As a recent grant recipient, the instructor hired Indigenous KPU students to help with this project and obtained Indigenous content contributors to include fundamental traditional knowledge often ignored or erased by business writers. This project was accepted into the UNESCO Open Learning for a Better World program as an OER project serving the Sustainable Development Goals articulated by the United Nations. The instructor, a Faculty Champion of decolonization and Indigenization in the School of Business, presented to over 80 Business faculty on approaching reconciliation, Indigenization, and decolonization in 2019. This text remains in use in the School.</p>
Completed	<p>Event planning – Indigenous Awareness Month: A KPU faculty member taught two sections of an Entrepreneurial Leadership (ENTR) course in spring 2019 that involved students in the organization and management of an event. This year students collaborated with KPU Indigenous Services for Students on the Open Door, Open Minds STEM Forum for Indigenous high school students (described below), in</p>

	recognition of Indigenous Awareness Month. The instructor has developed a collaboration with KPU corporate partner, RICOH, who will be providing technology for various events.
Ongoing	<p>Bursary for Indigenous students enrolled in Business: In 2019, faculty members from the Melville School of Business set up an ongoing bursary for Indigenous students enrolled in Business programs. One instructor allocated the award money she received for Teaching Excellence from the Accreditation Council for Business Schools and Programs (ACBSP), and another member donated the payment received for peer-reviewing a textbook. Several faculty members continue to contribute to the bursary through their KPU pay, all of which is matched by the institution.</p> <p>Scholarship for Indigenous students enrolled in Business: Two KPU Applied Communications business instructors have developed a scholarship for Indigenous students studying in the Melville School of Business. The first award was given in 2018.</p>
Ongoing	Faculty Learning Community (FLC): In summer 2019, the Melville School of Business launched a Faculty Learning Community for Decolonization, Reconciliation, and Indigenization. The FLC continues to meet regularly to read articles and papers by Indigenous authors and discuss their learnings and applications in the post-secondary environment. While the FLC started in the School of Business, participants also come from other faculties across KPU. Meetings were suspended during the pandemic.
Ongoing	Curated site for sharing Indigenous resources: Essays, book suggestions, guides, podcasts, videos, etc. are curated to provide the Melville School of Business community with useful resources to support personal and professional progress around reconciliation and decolonization. This online site contains resources for Melville School of Business faculty, administrators, staff, and others to access in order to enrich their learning and application of Indigenization and decolonization practices. The site was launched in spring 2019.

UNITED NATIONS DECLARATION ON THE RIGHTS OF INDIGENOUS PEOPLES IMPLEMENTATION

ARTICLE 14

1. Indigenous Peoples have the right to establish and control their educational systems and institutions providing education in their own languages, in a manner appropriate to their cultural methods of teaching and learning.
2. Indigenous individuals, particularly children, have the right to all levels and forms of education.

<i>PROGRESS</i>	<i>NEW AND/OR CONTINUING INITIATIVES AND PARTNERSHIPS</i>
Ongoing	<p>Indigenous Studies Department: In spring 2022 the University Senate and the Board of Governors approved the establishment of a new department called Indigenous Studies (INDG) in the Faculty of Arts, effective April 1, 2022. In Fall 2023 KPU celebrated the formal launch of the department with a celebration that included Indigenous artists, performers, and speakers.</p> <p>While KPU has been offering courses in the growing field of Indigenous studies, along with a well-subscribed minor in Indigenous Community Justice, since 2017, this new department further strengthens the university's ability to support Indigenous peoples. Introduction to Indigenous Studies is among the department's course offerings. Students learn about the histories, cultures, and contemporary situations of Indigenous peoples in North America, with special attention to Indigenous peoples in Canada. The department offers four other courses, covering topics of sexuality and gender, families and healing, perspectives on settler colonial societies, and activism.</p> <p>In the fall semester of 2023, the Faculty of Arts hosted a celebration to formally launch the Indigenous Studies (INDG) department, an event which included invited guests, performers, and members of the local First Nations.</p> <p>The INDG department continues to develop new curriculum. The department worked closely with the Faculty of Science to create a new, cross-listed course: INDG/BIOL 1492: Indigenous Perspectives in Biology, which was approved in 2024 and will be offered in the fall 2024 semester for the first time.</p>
Ongoing	<p>In 2022, KPU received approval from the BC Office of Human Rights in response to a special program application to attract and retain Indigenous faculty administrative employees and support staff. The aim to hire 10 faculty, 5 admin and 7 support staff who self-identify as Indigenous, including First Nations, Métis, and Inuit by February 2027. A guide and process has been created for this special hiring program and the hiring initiative was launched in April 2024.</p>
Ongoing	<p>Indigenous faculty hires in the Faculty of Arts: In Creative Writing, two Non-Regular Type 2 faculty members were hired in Summer 2023. Another Indigenous person was hired onto Music's Qualified Faculty List that year.</p> <p>The Indigenous Studies Department hired a Regular faculty member in the Summer 2023 semester, in addition to two Non-Regular Type 2 faculty members previously hired in the department. The department hired a new full-time Regular faculty member and two part-time Non-Regular Type 2 faculty members in the Summer 2024 semester.</p>

Ongoing	<p>The Indigenous Advisory Committee (IAC) includes invited representation from the local First Nation communities. Additionally, the Métis Nation of BC and Surrey Urban Indigenous Leadership Committee take part in the meetings. The district leads for Indigenous educational services from each local school district also participate. Various KPU staff and faculty join the meetings and students from the Indigenous Student Council take part. The IAC meets about every 2-3 months with regular attendance of about 25-30 people, including the University Chancellor (and former Tsawwassen First Nation Chief) Kwuntiltunaat (Kim Baird) and Board governor Rhiannon Bennett. The meetings are co-chaired by Cheryl Gabriel (Kwantlen Nation) and Len Pierre (Katzie Nation/KPU's Special Advisor, Indigenous Leadership, Innovation and Partnerships). The meetings are open, and guests are welcome to bring forward agenda items and topics of interest.</p> <p>The IAC plays an advisory role and can provide input on initiatives under consideration at KPU. The IAC was reignited in 2017 after it had not met for several years. Topics for discussion include the initial stages in the development of an Indigenous strategic plan, campus master planning, the expansion of the Elders' program, Indigenous Peoples' Month events, updates from community and KPU members, development of a resource repository through the university library, and input on other key initiatives. The Vice President, Students, coordinates the IAC.</p>
Ongoing	<p>In 2022, KPU hired its first Associate Vice President in Indigenous Leadership, Innovation and Partnerships. This role will provide leadership and support KPU's efforts towards truth and reconciliation, and provide senior advice and guidance on how KPU can work towards decolonizing and Indigenizing the university's structure. To support this role, hiring is underway to fill two new positions, Manager of Indigenous Leadership, Innovation Partnerships and another position that is under development.</p>
Ongoing	<p>KPU has enhanced its Indigenous Peer Mentor program, whereby senior Indigenous students provide support to students. Peer mentors complete the Certified Peer Educators (CPE) training program, through NASPA, the association of Student Affairs Administrator in Higher Education. This CPE designation provides a more robust foundation for peer mentor training and development. The goal is to continue to increase opportunities for connecting with Indigenous students through social media platforms, scheduling regular virtual lounge chats and drop-in sessions during the pandemic, and resuming in person engagement activities in the Gathering Place when it is safe to do so.</p>
Ongoing	<p>Naut'sa Mawt: One Heart, One Mind is a multi-year educational and community building initiative, funded by the Irving K. Barber Fund</p>

	and led by a Faculty of Arts faculty member. The initiative involves sustained Indigenous student leadership and participation, Elder guidance and mentorship, and interdisciplinary, interactive, on-the-land learning opportunities for underserved learners strongly in need of inspiration and opportunity. It also builds the capacity of staff, faculty, and administrators to provide an accessible and inclusive environment for students, and engage in community outreach beyond KPU.
ARTICLE 15	
Indigenous Peoples have the right to the dignity and diversity of their cultures, traditions, histories and aspirations which shall be appropriately reflected in education and public information.	
<i>PROGRESS</i>	<i>NEW AND/OR CONTINUING INITIATIVES AND PARTNERSHIPS</i>
New	In March 2024, Pamela Baker, a renowned Indigenous designer and fashion expert with 35 years of experience, became the first Indigenous Designer in Residence at the Wilson School of Design. A highly accomplished Indigenous artist, designer and successful entrepreneur, Pam has an impressive history of art and design accolades ranging from large-scale art installations, Olympic regalia designs to fashion show production. Throughout the 2024 spring term, Baker provided student consultations, guest lectures, workshops and designer discussions.
Ongoing	<p>In the 2022-2023 academic year, the Faculty of Arts initiated its Indigenous Artist and Writer-in-Residence initiative.</p> <p>During the fall 2022 semester, the Arts Faculty welcomed Molly Cross Blanchard, Indigenous Writer-in-Residence, and Á'a:liya Warbus, Indigenous Artist-in-Residence. They were both extended for the spring 2023 semester. During the 2023-2024 academic year, Molly Cross Blanchard was subsequently hired as faculty to teach in the Creative Writing and Indigenous Studies departments. As of summer 2024, She is in a one-year contract to teach in the Indigenous Studies department and Á'a:liya Warbus is now on the qualified faculty list and eligible to teach in the Music department.</p> <p>Molly Cross Blanchard is a white and Métis writer, editor, and educator born on Treaty 3 (Fort Frances, ON), raised on Treaty 6 (Prince Albert, SK), and lives on the unceded territories of the Musqueam, Squamish, and Tsleil-Waututh peoples, colonially known as Vancouver. Molly's poetry chapbook is <i>I Don't Want to Tell You</i> (Rahila's Ghost Press, 2018) and her debut full-length book of poetry is <i>Exhibitionist</i> (Coach House Books, 2021), which was shortlisted for the ReLit Award for Poetry. Her poem "First Contact: Métis" was shortlisted for a 2022 National Magazine.</p>

	<p>Á'a:líya Warbus is Stó:lō with roots in the xʷməθkʷəy̓əm, Sema: th, Sq'ewlets and Sts'ailes First Nations. She is focused on writing, directing and being a mom to her three young children. Á'a:líya's narrative short fiction and short documentaries examine themes of Indigenous culture, Indigenous matriarchs, and the effects of colonization on her family and community. Her stories are a mix of both modern and traditional themes driven by her experience growing up in both worlds simultaneously.</p> <p>Joining KPU in spring 2023 were Brandi Bird, Indigenous Writer-in-Residence, and Brandon Gabriel, Indigenous Artist-in-Residence. Their residency work included consultations; in-class visits; events; and student, faculty and staff engagement. Brandon Gabriel also created large-scale mural which is permanently on display in the KPU library on the Surrey campus.</p> <p>Brandon Gabriel has since been placed on the qualified faculty list and eligible to teach in the Indigenous Studies department. He taught one course during the Fall 2023 semester.</p> <p>Brandi Bird is an Indigiqueer Saulteaux, Cree and Métis writer from Treaty 1 territory. They live and learn on the land of the Squamish, Tsleil-Waututh & Musqueam Peoples. Their work has been published in <i>The Puritan</i>, <i>Poetry is Dead</i>, <i>Room Magazine</i>, <i>Brick Magazine</i>, <i>Prism International</i> and others. Their first book, <i>"The All + Flesh"</i>, was released with House of Anansi Press in fall 2023.</p> <p>Brandon Gabriel is Kwantlen First Nation and was educated in cultural anthropology, visual art, and marketing at KPU and then received his Bachelor's Degree in Visual Art from Emily Carr University of Fine Art and Design. Brandon is a multi-talented contemporary mixed media artist who specializes in painting, drawing, graphic design, architectural design concepts, and public art installations. He was one of the three artists who created new social justice mural in the Surrey campus library, described above.</p> <p>During the second year of this Faculty of Arts' initiative, Napatsi Folger joined KPU as an Indigenous artist and writer in residence in fall 2023. The Inuk literary artist is known for her creative writing in genres of comic art, fiction, and nonfiction, with themes of Indigeneity and family relationships prominent in her writing. Born in Iqaluit, Nunavut, Folger moved to North Vancouver as a child and grew up hungry for stories from her family and community. Inuit, she says, are excellent storytellers. And as an oral storytelling culture, Inuit have a different way of structuring those stories.</p> <p>Folger holds a master of fine arts degree in creative writing from the University of B.C. Among her published works is a 2011 children's book about growing up in Nunavut called <i>Joy of Apex</i>. Working with students in the Faculty of Arts, Folger kept regular office hours, offered drop-in</p>
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	<p>virtual writing sessions, and hosted in-person events on campus. Classroom visits were also on her calendar for the term. In the spring 2024 semester, Napatsi Folger has hired to work in the Indigenous Student Services unit at KPU.</p> <p>Joining KPU for the Spring and Summer 2024 semesters are Selina Boan, Indigenous Writer in Residence, and Richard Pierre, Knowledge Keeper in Residence.</p> <p>Selina Boan is a white settler-nehiyaw (Cree) writer and educator living on the traditional, unceded territories of thex^wməθk^wəyām (Musqueam), səlilwətaʔł (Tsleil-waututh), and sk̓wxwú7mesh (Squamish) peoples. Her debut poetry collection, <i>Undoing Hours</i> won the 2022 Pat Lowther Memorial Award and the Indigenous Voices Award for Published Poetry in English. Her work has been published widely, including <i>The Best Canadian Poetry</i> 2018 and 2020. She is a poetry editor for <i>CV2 Magazine</i> and a beadwork artist. Selina is a passionate educator and believes learning requires the exploration of identity in relationship to how we are connected to one another, to the community, and to the land. Her teaching philosophy centres on fostering a learning space that celebrates who students are, where they come from, and the unique perspectives, stories, and ideas they bring to a learning space.</p> <p>Richard Pierre, Sdemokeltel, is from Katzie First Nation on his father's side, and Tsawout First Nation on his mother's side. Richard is an Elder and Cultural Advisor at Len Pierre Consulting. He enjoys sharing traditional Coast Salish family values, culture, beliefs, history, language, and contemporary issues. Richard has over 20 years of experience working in the education sector, including public K-12, university, and professional training programs. He is passionate about making reconciliation a reality in this country and looks forward to helping the next generation transition into "walking together" like we should have been doing all along.</p>
New	<p>Sept 22, 2023, the Kwikwitlem First Nation held a Cultural Heritage Workshop at KPU Civic Plaza. The faculty host was Dr. Layne Myhre. This event was associated with a research project being done in the Kwikwetlem River watershed by the biology department and some Environmental Protection Technology students.</p>
Ongoing	<p>The <i>Global Indigenous Learning Experience</i> (GILE) is a collaborative online virtual study program co-developed by Kwantlen Polytechnic University (Canada) and Edith Cowen University (Australia), marking a first of its kind collaboration between Indigenous Student Services (KPU), Kurongkurl Katitjin (ECU) and respective International departments.</p> <p>The program's development began in 2019 and transitioned to an online format in 2022 due to the impact of the pandemic and will be</p>

	<p>offered again in summer 2023. Students from both institutes participate in weekly synchronous virtual sessions with a small cohort, providing them with the opportunity to learn with and engage in storytelling and dialogue on topics related to Indigenous culture and history, language revitalization, Indigenous resurgence and scholarship.</p>
Ongoing	<p>The updated <i>Bachelor of Arts Framework</i> includes a category called Arts Aspirations, that is, a set of objectives that will be integrated into programs. A key Arts ambition is Indigenous perspectives, according to which all departments will work towards learning about the diversity of Indigenous Peoples, cultures, and histories and engaging respectfully with Indigenous ways of knowing; identifying and articulating the impacts of historical and ongoing colonization in Canada; and reflecting on the social, political, economic, and cultural factors that have and continue to inform Indigenous-settler relations. As programs undergo Program Review, they are putting in place Quality Assurance plans, which include Indigenization and decolonization of the curriculum.</p> <p>Department chairs have been sharing their approaches, and some have formed Indigenization and Decolonization committees for dedicated time and efforts in their respective departments. The Dean's office also has regular, dedicated meetings on this topic to ensure Indigenization and decolonization are ongoing priorities in the Faculty, including through initiatives like cultural safety training for faculty and staff. The Academic Planning and Priorities subcommittee of the Arts Faculty Council continues to gather resources and developing recommendations for the purpose of helping departments realize this ambition.</p>
Ongoing	<p>Indigenous Community Justice (ICJ) Minor: Changes to the Indigenous Community Justice Minor were implemented in September 2020 to make the minor more flexible and to expand the list of upper-level courses from which students may choose to meet the requirements. The ICJ Minor is now overseen by the Chair of the new Indigenous Studies Department, who will connect with students declared into the program and liaise with other departments in Arts that offer courses (some of which are cross-listed as INDG courses) that are part of the minor.</p>
Ongoing	<p>KPU's Environmental Protection Technology diploma program continues to work on bringing Indigenous Peoples' perspectives into course materials. For example, in ENVI 1121 Environmental Issues, news articles on the lack of safe drinking water in numerous First Nations reserves across Canada, and specific examples of Indigenous perspectives on resource extraction, are presented. In many courses (ENVI 1121 Environmental Issues, ENVI 2310 Solid Waste Management,</p>

	<p>ENVI 2410 Water Resources Protection, and ENVI 2405 Environmental Legislation), faculty encourage and support students who wish to pursue Indigenous issues for their term papers. Recently, students have looked at access to clean water on reserve land; others looked at environmental racism (including racism towards Indigenous Peoples) as manifested in siting of old garbage dumps.</p> <p>Indigenous law and its relationship to Canadian law is examined in depth in ENVI 2405 Environmental Legislation, and lawyers from a law firm specializing in Indigenous and environmental law recently gave a guest lecture on the implications of BC's Declaration on the Rights of Indigenous Peoples Act, and its implications for environmental law more generally in British Columbia in 2020/21. The ongoing development of an open textbook for ENVI 1121 Environmental Issues includes chapters on environmental racism and environmental impacts on Indigenous Peoples.</p>
In Progress	<p>The Criminology Department completed its Open Educational Resource (OER), an introductory Criminology textbook edited by Shereen Hassan and Dan Lett. Leah Ballantyne, LLB LLM, a Cree lawyer from the Mathias Colomb Cree Nation in Pukatawagan, Manitoba, provided expert Indigenous consultation/editing for this textbook.</p> <p>This OER was jointly funded and supported by BCcampus and the Justice Institute of BC. In addition to its adoption in criminology courses at KPU, this OER has been adopted by a number of post-secondary institutions and is mandatory in courses at the Justice Institute of BC.</p>
Ongoing	<p>Indigenous Perspectives on Settler Colonial Societies (INDG 3155 – 3 Credits): Students learn about Indigenous perspectives on settler colonial societies and the consequences of ongoing colonial occupation for Indigenous nations. Students draw upon critical Indigenous Studies scholarship, Indigenous traditional knowledge, narrative accounts, and oral histories. Students reflect on the misattribution and denial of Indigenous contributions to human social development and analyze strategies for decolonization, Indigenization, and self-determination.</p> <p>Indigenous Activism (INDG 4245 – 3 Credits): Students examine historical and contemporary Indigenous activism in the Americas. They critically assess government and corporate intrusion on Indigenous rights and lands, and Indigenous Peoples collective resistance and attempts to protect inherent rights and lands. Students study Indigenous mobilization, political organization, self-determination, resurgence, and regeneration of communities and cultures. They examine collective strategies and tactics, specific examples of struggle, community social relations, and visions of social alternatives (e.g., anti-capitalist, anti-statist, anti-colonial).</p>
In progress	<p>The biology department is in the progress of co-developing an Indigenous Biology course that would be cross listed across both</p>

	biology and Indigenous studies. This exciting new course will be co-taught by both an Indigenous studies and biology instructor, and its first offering is likely to be January 2025.
In progress	The sustainable agriculture department is co-developing an Indigenous Agriculture course, again that would be cross-listed across both agriculture and Indigenous studies departments. This is in early stages of development so a launch date isn't yet established.
Completed	KPU's Teaching and Learning Commons added an Education Consultant for Indigenization to the Teaching and Learning team through a 50% faculty time release for the 2021/22 academic year. This person supported the further development of KPU educators in acquiring competencies related to designing learning experiences and environments that support Indigenization and decolonization of the curriculum. More specifically, this consultant provided advice to colleagues, facilitated workshops and/or communities of practice, reviewed research for evidence-based practices, and developed resources and training (e.g., infographics, webinars, handouts) for educators.
In progress	The Brewing and Brewery Operations department held a meeting March 1, 2024 with KPU's Associate Vice President in Indigenous Leadership to consult on how to Indigenize the curriculum of this department's offerings.
Ongoing	KPU's new Foundations in Teaching Excellence program, a comprehensive yet flexible framework for faculty development, includes a focus on Indigenization within the context of inclusive teaching. These modules were developed during summer 2021 and launched in fall 2021.
Ongoing	Indigenous Resources for Virtual Classrooms: A series of asynchronous video resources have been developed by KPU Library's Indigenous Engagement and Subject Liaison for integration into course materials. These resources cover respectful use of Indigenous information with the Indigenous Information Literacy video playlist, special topic support through the Indigenous Studies guide for areas such as Truth and Reconciliation, Indigenous literature, and more. When initially developed, workshops facilitated by KPU Library's Indigenous Engagement and Subject Liaison were held on how to integrate these resources and discussion to help generate ideas for optimal classroom use.
Ongoing	Indigenous Services for Students, in partnership with KPU Library, launched the first Indigenous Book Club, which is open to students, faculty and staff. fall 2020 featured the book, <i>Potlatch as Pedagogy</i> , by Dr. Sara Davidson and Robert Davidson, her father and internationally renowned Haida artist and carver. In spring 2021, participants read Dr.

	<p>Kim Anderson's book, <i>Native Women and Life Stories</i>. In the 2021/22 academic year the following books were featured: Sara Davidson's <i>Potlach as Pedagogy: Learning Through Ceremony, Life Stages and Native Women</i>, by Kim Anderson, and <i>Memory Serves</i> by Lee Maracle.</p>
Ongoing	<p>In January 2020 the Faculty of Academic & Career Preparation began a series of Indigenous Reading Circles. All ACP faculty and staff are invited to participate in the reading of Indigenous materials and to discuss the learnings and the impact of the readings.</p> <p>To generate hearty discussion, readers consider questions during their reading about what they learned about the Indigenous community, and about the intersection of Indigenous community and Canadian culture and institutions. Readers are also asked to reflect on how the readings affected them and whether it shifted their thinking and how they view the world.</p>
Ongoing	<p>A new Indigenous collection featuring books, clothing, jewelry, chairs and more has opened at Kwantlen Polytechnic University (KPU)'s Richmond and Langley campus libraries. The ɣʷəɣʷéyəm Indigenous Collection was curated by Rachel Chong, Indigenous engagement and subject liaison librarian.</p> <p>ɣʷəɣʷéyəm means oral storytelling in the hə́n̓qəmiṇə́m language spoken by the Kwantlen First Nation. While physical books by Indigenous authors are part of the collection, there are plans for oral storytelling recordings by KPU Elder in Residence Leyketen and others to be accessible through a QR code in the future.</p> <p>This is the second launch of the ɣʷəɣʷéyəm Indigenous Collection. The first was opened on the Surrey campus in 2022 (see below). The collections are part of efforts towards Indigenization at the university. Métis artist Jennifer Lamont, a graduate of the Wilson School of Design and now coordinator of Indigenous student transitions and engagement at the university, created a fabric design on chairs that will be a part of the Indigenous collection spaces at all KPU libraries. The design features a powwow dancer print on the arm rests.</p> <p>Also on temporary display at Richmond is an eye-catching dress designed by Lamont. The dress brings awareness of murdered and missing Indigenous women as symbolized by the use of hand patterns and its red colour.</p>
Ongoing	<p>The first ɣʷəɣʷéyəm Indigenous collection and resource space opened at KPU's Surrey library in 2022. The space is framed by circular shelving and brings together Indigenous books, art, fabric and displays. Pole wraps in the library and the sign for ɣʷəɣʷéyəm feature an eagle design by KPU graduate Roxanne Charles of Semiahmoo First Nation.</p> <p>The library plans to use the space for oral events and to make oral storytelling recordings available through QR codes on the shelves. A</p>

	<p>selection of recordings in hən̓q̓əmin̓əŋ is available on the KPU website, including the pronunciation of χʷəχʷéyəm.</p> <p>In 2022, the χʷəχʷéyəm Indigenous Collection hosted Tea & Bannock sessions with Indigenous Curriculum Consultant for Arts, Jennifer Anaquod. Faculty met to discuss the joys and challenges in decolonizing and Indigenizing curricula.</p> <p>KPU Library's Indigenous Engagement and Subject Liaison provides tours of the space, sharing the purpose of the collection, how it has been selected, and how it is arranged to acknowledge the respectful use of Indigenous information. The tour includes ample time for discussion to help generate ideas for optimal classroom use of the collection.</p> <p>Circular shelves emphasize the importance of circle learning and sharing. On those shelves are books by Indigenous authors classified in a localized version of the Brian Deer classification system. Deer was a Kahnawake Mohawk librarian who developed an Indigenous library classification system in the 1970s that focuses on Indigenous ways of knowing and relating to the world, one which centres on relationship and land. The KPU Library is using a version updated by Métis librarian Ashley Edwards for Simon Fraser University's Indigenous Curriculum Resource Centre.</p> <p>Jennifer Lamont, of Métis Nation, designed the upholstery used on the seating in the space in her final year as a student in the Wilson School of Design. The space also features four display boxes that regularly house χpey̓əlp (cedar) weavings, and may also include special Indigenous displays on occasions, as well as an art piece of a stylized salmon by Susan Sparrow Point of Musqueam First Nation. Also on display is a piece titled Kwantlen, featuring stylized salmon by Susan Sparrow Point, of the Musqueam First Nation, which was gifted by Jim Cohoon, family of long-time employee Doug Cohoon who worked in Facilities prior to retiring.</p>
Ongoing	<p>Indigenous Repository: KPU is compiling an Indigenous Repository, a living digital resource highlighting information relevant to Indigenous Studies. This includes a Special Topics section offering introductory information on pertinent topics, such as the Truth and Reconciliation Commission, Indigenizing education, UNDRIP, Indigenous languages, and more. Each special topic includes links for further research including web resources, DVDs and streaming material, and books. This section is to aid interdisciplinary course work.</p> <p>Another section of the repository is on respectful research and highlights some cross-cultural complexities, including varying Indigenous notions of intellectual property, expanding notions of citation and references to encompass Elder knowledge, and a section on Indigenous research methods, where Indigenizing research methodology and the Tri-Council Policy Statement on Ethical Conduct</p>

	<p>for Research Involving Humans (TCPS2) are emphasized. An eight-part series of instructional videos were added in early 2021. These videos feature an introduction, tips for evaluating Indigenous resources, tips for using the KPU Library catalog to locate Indigenous voices in our collection, resources for TCPS2 and respectful research, tips for respectfully engaging with Elders and Knowledge Keepers, and finally, three videos for Elder and Knowledge Keeper citation in APA, MLA, and Chicago styles.</p> <p>More resources are added to the site on a regular basis.</p>
Ongoing	<p>Cataloguing & Metadata: KPU Library has completed the first step in decolonizing metadata related to Indigenous Peoples by replacing outdated/harmful subject headings used for Indigenous Peoples in Canada. Building on work from other libraries across Canada, including Library and Archives Canada, the Manitoba Archival Information Network, UBC's Ƨwi7Ƨwa Library, and the Greater Victoria Public Library, KPU Library is working on decolonizing name and subject terms for Indigenous groups and topics. The first and second phases are now complete, and ongoing maintenance is underway.</p> <p>The first phase of the project involved changing headings for the names of First Nations in BC in our catalogue to reflect the preferred terms by Indigenous nations themselves (for example, the heading 'Kwakiutl Indians' changed to 'Kwakwaka'wakw'). The second phase of the project involved modifying subject headings used for Indigenous Peoples in Canada from outdated terms (such as 'Native peoples' and 'Indians of North America – Canada' to 'Indigenous Peoples' and 'First Nations – Canada'). This change is reflected in over 4,600 bibliographic records related to Indigenous studies in Canada and represents many hours of detailed hard work and diligence. The next step is to integrate National Indigenous Knowledge and Language Alliance (NIKLA's) First Nations, Métis, and Inuit – Indigenous Ontology (FNMIIO) to our bibliographic records and cataloguing practices.</p> <p>Another project that KPU Library is currently working on is adding local subject headings for 'Indigenous authors.' To accomplish this, library staff collaborated to manually review and identify Indigenous voices to over 5,000 titles in our print and digital collection. This project will enhance access to materials by Indigenous voices in our catalogue.</p> <p>Finally, KPU Library is also using a modified Brian Deer Indigenous Classification (BDC) to organize materials in the ƧwəƧwéƧm Indigenous Collection. The library is currently adapting and modifying Simon Fraser University's ICRC modified BDC to fit our collection. KPU's modified BDC Version 1 currently being reviewed by the Metadata & Discovery Librarian, Indigenous Engagement Librarian, and Cataloguing & Metadata Technician. The next step is to publish KPU's modified Brian Deer Indigenous Classification later this year.</p>

	<p>There is more work to be done, but this is a significant step towards Indigenizing/decolonizing our library practices, allowing students to navigate Indigenous world views.</p>
Ongoing	<p>The Amazon Interdisciplinary Field School: This is a partnership between KPU and the Calanoa Project, a nongovernmental organization in Colombia. The field study site, Calanoa Natural Reserve, is a private natural reserve located at the heart of the Amazon Rainforest and on the banks of the Amazon River. Calanoa, an initiative by Colombian-Canadians, Marlene and Diego Samper, is committed to the conservation of the biological and cultural diversity of the Amazon Rainforest and has initiated long-term community development projects with six Indigenous villages that share their traditional territory with the Amacayacu National Park in the Colombian Amazon. These projects, which are interdisciplinary by nature, are focused on issues such as education and cultural memory, identity and arts revival, community health, materiality, traditional uses of medicinal plants, food security, and innovative design solutions for sustainable livelihoods. The field school was suspended during the pandemic, but is happening again in 2023.</p>
New & Ongoing	<p>The Institute for Sustainable Food Systems (ISFS) at KPU is recognized as a Canadian academic leader in applied food system research (new knowledge generation) and extension (i.e. knowledge mobilization and adoption) programming to advance regenerative farming and local-regional food system as integral elements of a sustainable society. As part of its work, the ISFS has prioritized serving and supporting Indigenous Nations and communities to achieve their food sovereignty aspirations. The following is a description of some of that activity:</p> <p><i>Indigenous Housing Society Partnership:</i> The BC Indigenous Housing Society (BCIHS) is partnering with Kwantlen Polytechnic University's Institute for Sustainable Food Systems (ISFS)) in the creation and conduct of a farm school for its member residents. The program will bring together 15 Indigenous residents of BCIHS with ISFS staff to begin a seven-month training program that will be an immersion into regenerative vegetable production, starting in spring 2024. The program emphasizes culturally appropriate and safe experiential learning, providing Indigenous residents of BCIHS an opportunity to be student farmers, learning the principals and practices of regenerative farming, that includes an Indigenous Food ways perspective. It focuses on hands on, experiential learning alongside sector professionals, supported by classroom learning and the establishment of a small a farm by BCIHS residents, for BCIHS residents.</p> <p><i>Indigenous Foodways Community Outreach Facilitator:</i> A new position was included to the ISFS team to lead the work on Indigenous food sovereignty and outreach initiatives. This position was initially filled by a member of the Squamish Nation; in 2024 it is filled by someone from</p>

	<p>Klahoose Nation. An additional position has been added to support outreach and is filled by someone from the Metis nation.</p> <p><i>Indigenous Advisory Circle:</i> ISFS recognizes Indigenous voices through food sovereignty work. The Indigenous Advisory Circle (the Circle) is established to guide the ISFS and ensure that ISFS' partnerships with Indigenous communities, projects and research reflect our commitment to reconciliation and decolonization. Members of the Circle represent the diversity of First Nations, Metis and Inuit people across the province, with representation from on-reserve and urban populations.</p> <p><i>Sik-E-Dakh Band:</i> This is the fourth year that the ISFS is partnered with the Sik-E-Dakh band to deliver a virtual training and hands on farming program to band members. The program starts with online learning in Nov each year. The practicum training starts the following April through Oct. The program has more than 30 members participating in the training over the three-year period. Several band members are now employed with KPU to care for the community farm, producing and delivering food to community members.</p> <p><i>Sea Bird Island Band:</i> Seabird Island Band (SIB) envisions aligning farming practices on leased lands with the Band's firmly held sustainability and ecological stewardship values. By managing the administration of their land, resources and development of related programs and policies, as their ancestors once did, SIB hopes to restore a self-reliant and culture-rich Seabird Island food system that sustains the health of our territories and people. They have sought support from ISFS for this project and other related initiatives for our experience, technical capacity, alignment of values and our deep respect for Indigenous ways of knowing and being.</p> <p><i>Xwisten Band:</i> Xwisten (Bridge River) Band commits to strengthening food security and create a community-focused food system enterprise(s) that connects people with the lands, way of life and each other. ISFS is support the band to develop a sustainable food security business allowing the band to produce, package and sell locally grown agricultural products in the area while creating employment and providing healthy food to the community. The business model will consider land selection, water sourcing, equipment acquisition, crop selection and employee training. The project will be a 3-year phased approach to allow for the business model to makes its way towards financial sustainability and refining its operations.</p>
Completed	<p>The Tsawwassen First Nation Farm School has been a collaboration between the Tsawwassen First Nation (TFN) and KPU's Institute for Sustainable Food Systems for a number of years, and is temporarily on hold. The school fused sustainable agriculture and traditional Indigenous food systems as tools to build community and create dialogue around land stewardship for the future. The program took</p>

	<p>place at our 20-acre certified organic working farm on traditional TFN lands. The farm boasts a traditional medicine garden, a mixed fruit orchard, a market garden, livestock including chickens, pigs and ducks, and incubator plots on which program graduates can launch their farm businesses. The farm was a gathering place to learn about human scaled alternative food production systems. The school program was open to all interested in how to feed a growing population while restoring the land.</p> <p>Student intakes for the 2020 season were cancelled due to the pandemic, but the institute continued to fully operate the farm and produce as much food as possible. Over the 2020 season, the farm was a vendor at four farmers' markets, had a 150-person community supported agriculture vegetable box program, sold to various wholesale food suppliers in Metro Vancouver, produced 40-50 dozen eggs weekly, sold about 40-50 bouquets of fresh cut flowers weekly and sold all 25 pigs to the general community.</p> <p>To support the Tsawwassen First Nation's food security initiatives, the farm supplied 32 vegetable boxes for 20 weeks from June to October (value of \$15,000), extra bulk vegetables when available, gift cards for Superstore worth \$2,500, and various pork products worth \$1,200 toward TFN's food security initiatives.</p> <p>In addition to providing fresh produce to the TFN community, the school also collaborated with two other organizations:</p> <p>Kekinow Native Housing Society: Supplied 8 vegetable boxes for 20 weeks from June to October</p> <p>Pacific Immigrant Resources Society: Supplied five vegetable boxes for 20 weeks from June to October</p> <p>The farm school started the 2021 season on April 14, 2021 and went until the end of October, with a cohort of 14 students. The farm was in full production, growing mixed vegetables and cut flowers on 3-4 acres, raising 99 laying hens and 15 pigs. As a working farm, the students participated in harvesting and selling the vegetables.</p> <p>The farm school team was also involved in helping the TFN develop a smaller community garden plot for their members to use. Due to the pandemic, the farm did not host any community events in the 2021 season.</p> <p>For the 2021 season, the farm donated a total of 20 weekly vegetable boxes to TFN's Food Stability program for pandemic relief. The food went to low income households, Elders and other families in need. The sales revenues that year included, but are not limited to, 150 veggie boxes to the general public, participating in three farmers' markets in Metro Vancouver, and some sales to wholesale distributors and grocery stores.</p>
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Completed	<p>The following are examples of past projects done in partnerships between the Institute for Sustainable Food Systems (ISFS) and First Nations.</p> <p>The Farm to Healthy Communities Project: Key objectives of this project are to: develop, test and implement a produce delivery model from local farms to at-risk families; inform and train a new generation of community-focused farmers; and create meaningful linkages between local food producers and consumers, restoring community connections to land, food and health. These objectives were achieved through a partnership-based approach in collaboration with Stó:lō Nation (Chilliwack), Tsleil-Waututh First Nation (North Vancouver) and Kekinow Native Housing (Surrey). Project outcomes provide a framework to understand how food system conditions interplay with community health and development, and establish pathways to utilize these as social innovation avenues to reduce health disparities. We propose an innovative approach to bridge systemic and individual-level challenges of our failing food system (food supply, accessibility, nutritional quality, and affordability) and to demonstrate the impact of improved access to nutritious foods.</p> <p>Musqueam Indian Band: ISFS is working with Musqueam Indian Band on creating an agriculture development plan for their land in Delta. It is a 150-acre parcel that they want to develop into an agriculture social enterprise with a community farm that can supply free food to all their Nation members as well as agri-tourism activities to generate revenue.</p> <p>Naut'sa mawt Tribal Council: ISFS has been in partnership with Naut'sa mawt Tribal Council since 2015 and continue to collaborate on meaningful projects that benefit its 11-member Nations and beyond. ISFS has worked with the Tribal Council on large grant applications, most significantly a \$300,000 grant with Real Estate Foundation of BC to establish the TFN Farm School farm and programming, and a \$270,000 grant with Agriculture and Agrifood Canada in the integrated hog and vegetable crop project. This is in addition to smaller projects such as hosting webinars for their 11-member Nations on community farm development topics.</p> <p>Skowkale First Nation (Stó:lō Service Agency): As a result of the vision of a TFN Farm School alum, the ISFS was invited to work with member Nations of the Stó:lō Service Agency to develop a research project to link new entrant farmers to vulnerable families in their communities and evaluate the impacts on health and dietary changes.</p>
<p>ARTICLE 21</p> <p>Indigenous Peoples have the right, without discrimination, to the improvement of their economic and social conditions, including, inter alia, in the areas of education, employment, vocational training and retraining, housing, sanitation, health and social security.</p>	

<i>PROGRESS</i>	<i>NEW AND/OR CONTINUING INITIATIVES AND PARTNERSHIPS</i>
Ongoing	An Indigenous Student Orientation has been designed to help ease the transition to post-secondary studies for new Indigenous students and build a community of support on campus whereby students feel a sense of belonging and connection. Both an online orientation and live orientation, for students, friends, family, and Elders, is run by Indigenous Services for Students. The online orientation started with the fall 2020 intake and is still available for students, in addition to in-person orientation activities.
Ongoing	Indigenous Services for Students is expanding opportunities for Indigenous students to connect with those not able to visit the Gathering Place on a regular basis. Peer support and mentorship, from an Indigenous perspective, is provided with a focus on health and well-being, cultural safety, and honouring Indigenous identities and diverse cultures.
Completed	In 2017, Arts 3200, 'The Inside-Out Prison Exchange' course, brought together incarcerated Kwikwèxwelhp students with an equal number of outside students from KPU in a peer-to-peer learning exchange within the context of an Indigenous healing village that is steeped in Indigenous approaches to knowing, and characterized by participation in their healing rituals and traditions, including smudging ceremony, and drumming and song circles. The program was the recipient of the TELUS Community Innovation Award and was also supported by funding from the Irving K. Barber Foundation.
Ongoing	<p>ᑭᓄᓐᓂᑦᑭᓄᓐᓂᑦ ᑭᓄᓐᓂᑦ ᓄᓄᓄᓄᓄᓄᓄᓄ ᑕᓄ ᑭᓄ ᓄᓄ ᓄᓄ: Open Doors - Open Minds</p> <p>Following a hiatus during the pandemic, KPU's annual Open Doors - Open Minds Event returned for spring 2022 and was held again in spring 2023. The event introduces Indigenous high school students to KPU through exciting hands-on workshops offered by faculty within our diverse polytechnic environment. The day's activities included an opening protocol ceremony, workshops, a keynote presentation, and performance. Lunch is included.</p> <p>For 2024, the keynote presentation was by Madelaine McCallum, a gifted dancer, motivational speaker, facilitator, and MC — a true, multi-faceted creative. She is from Ile a la Crosse, Saskatchewan and brings passion with a gentle yet powerful presence to the stage. While life was not always easy for Madelaine, she left her home community with the goal to break unhealthy cycles of addiction — her story of survival is inspiring. When Madelaine dances, you feel her connection. When she speaks, you feel her authenticity. She shows you and helps you feel the invisible lines of connection we all share, through her stories and her life experiences.</p>

	<p>The keynote speaker for 2023 was Simon Baker, a Squamish/Haida/Cree actor and producer based in Metro Vancouver. Baker has numerous acting roles to his credit. He's known for playing Charlie Muskrat in the TV series North of 60, portraying Young Thomas Builds-the-Fire in the film Smoke Signals, hosting the documentary series Native Planet, and recently starring in the long-running TV series Outlander. He also produced and acted in the new film Hey Viktor!, which is set to premiere in June at the Tribeca Festival in New York. Baker encouraged Indigenous youth to set goals – both short and long term – and not to be afraid to ask for help.</p> <p>In 2022, the event included keynote speaker, Angela Sterritt. Sterritt is an award-winning journalist, author, and artist from the Gitanmaax community of the Gitksan Nation on her dad's side and from Bell Island, Newfoundland on her maternal side. Sterritt has worked as a journalist for close to 20 years and has worked with the CBC since 2004. She is currently the host of the CBC original podcast Land Back, to be released in June 2022. Sterritt has worked as a multi-platform reporter with CBC Vancouver since 2016. The event also featured the Pil'alt Warrior Canoe Family – Skway First Nation youth dancers and drummers.</p>
Ongoing	In 2020, KPU entered into a partnership with the Native Education College in Vancouver, which will allow students in the college's Indigenous Land Stewardship Certificate program to transfer their credits into KPU's Horticulture Urban Ecosystems Bachelor's degree program, thus facilitating access to the degree program.
Completed	In 2019/20 and 2020/21, KPU offered an intake of the highly popular Computer-Aided Design and Drafting Access program for Indigenous Peoples with the Native Education Centre and Fraser Region Indigenous Friendship Centre.
Ongoing	<p>Indigenous Trades Sampler: Indigenous high school students from Abbotsford, Langley, Delta and Coquitlam were introduced to the automotive, millwright, plumbing and piping trades when a special event returned to KPU in 2022 after a three-year hiatus due to the pandemic. In October 2023, this sampler included Carpentry, Horticulture, Electrical, and Metal Fabrication, and in February 2024 Mechatronics, Farrier, and Electrical were offered.</p> <p>The event was sponsored by the Aboriginal Community Career Employment Services Society (ACCESS). ACCESS is a non-profit organization that provides education and training services to Indigenous people living in Greater Vancouver.</p>
Completed	The Faculty of Trades and Technology received a Community Workforce Response Grant (CWRG) from the Provincial Government for 2020/21. The Province of British Columbia introduced the CWRG

	program to assist communities, sectors and industries to respond to emerging, urgent labour market needs by providing skills and supports to unemployed and precariously employed British Columbians and connecting them to good-paying jobs in their communities. The Faculty of Trades and Technology offered an Electrical Foundation program, with priority access being offered to Indigenous students and to women.
Ongoing	KPU continues to offer courses at the Squamish Trades and Training Centre in North Vancouver, and for the Métis Nation at KPU Tech, through assistance from the Ministry of PSFS, the Ministry of Indigenous Relations and Reconciliation, and Skilled Trades BC (formerly the Industry Training Authority). In this past year, there were two intakes of Introduction to Carpentry and Carpentry Apprentice level 1
New	Starting in the 24/25 academic year, Indigenous applicants who meet the entrance requirements will be given priority access to seats in all Trades Foundation classes.

IN PLAIN SIGHT REPORT RECOMMENDATION IMPLEMENTATION

RECOMMENDATION 8

List of all health programs offered by KPU and accreditation standards that relate to cultural safety and humility training ('N/A' indicates the program does not have a related standard).

PROGRAM NAME	ACCREDITATION STANDARD DETAILS
TBD	

RECOMMENDATION 14

List of new, ongoing, or completed actions that have supported the recruitment of Indigenous individuals to senior positions to oversee and promote system change, and the quantitative impact of these actions.

PROGRAM	PROGRESS	ACTIONS
Indigenous hiring initiative (reported above)	Ongoing	In 2022, KPU received approval from the BC Office of Human Rights in response to a special program application to attract and retain Indigenous faculty

		administrative employees and support staff. The aim to hire 10 faculty, 5 admin and 7 support staff who self-identify as Indigenous, including First Nations, Métis, and Inuit by February 2027. A guide and process has been created for this special hiring program and the hiring initiative was launched in April 2024.
Removing barriers to hiring Indigenous people	Ongoing	<p>In January 2024, KPU's four administrative search policies and procedures were updated. As part of this process, HR partnered with the Diversity Institute at Toronto Metropolitan University to ensure equity, diversity, and inclusion principles were embedded within the documents.</p> <p>As part of each search process, search advisory committee members are asked and encouraged to complete the training course Uncovering Unconscious Bias in Recruiting and Interviewing which explores an important factor that can affect the success of hiring practices—bias. This course is made available to all KPU employees.</p>
Improving working conditions for Indigenous employees	New	<p>Letters of Understanding were included in the most recent round of bargaining for both our faculty and support staff to establish joint subcommittees in support of Indigenous employees. The purpose of these subcommittees are to further efforts to decolonize and Indigenize employees' working environment.</p> <p>In addition, during the most recent round of bargaining changes were made to the collective agreements to recognize the traditions and cultural protocols of Indigenous employees. This includes updates to bereavement leave language to include Indigenous Elders or any individual an Indigenous employee considers family consistent with their cultural practices. As well, for faculty, Indigenous employees are now eligible for up to five days of paid leave per calendar year to organize and/or attend Indigenous cultural events.</p>
Equity training	Ongoing	The Office of Equity and Inclusive Communities regularly schedules training sessions for all KPU employees to deepen learning around equity, diversity, and inclusion practices. Recent examples include Unpacking White Supremacy, Intersectional and Justice-Oriented Leadership, and Power is Everywhere. These types of workshops help create safer and more welcoming spaces.

Training about Indigenous People of Canada	Ongoing	To enhance our capacity to work and support Indigenous students, fellow colleagues, and the local Indigenous communities whose territories KPU's campuses are located on, all new employees are required to take training to understand the context of Indigenous Peoples in Canada. The course includes four modules that cover Indigenous ways of life before contact, colonization and its legacy, major events in Indigenous resistance and the ongoing journey towards reconciliation, and methods for supporting decolonization.
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RECOMMENDATION 18

Strategies, targets, and outcomes related to the identification, recruitment, and graduation of Indigenous students, including increasing the safety of the learning environment for Indigenous students.

<i>STRATEGIES</i>	<i>TARGETS BY PROGRAM AREA</i>	<i>OUTCOMES</i>
Open Doors Open Minds, as reported above	Indigenous high school students from across the KPU; held once a year.	Learn about post-secondary possibilities after high school; develop goals for the future and gain comfort in asking for help.
New Moon Gala (described in the Strategic Priorities section)	N/A	Raise Funds for Indigenous scholarships to address financial barriers to education.
Tuition waiver for Indigenous students who are members of the first nations in our region.	Members of the Kwantlen, Katzie, Semiahmoo, Musqueam, Tsawwassen, Qayqayt, and Kwikwetlem First Nations.	Removing financial barriers to post-secondary education.
Trades Training for Indigenous students (reported in the Strategic Priorities section)	Indigenous people in the Squamish First Nation	Develop skills in carpentry
Indigenous Trades Sampler for high school students (described in the Strategic Priorities section)	Indigenous students interested in trades	Learn about various trades training programs at KPU
Indigenous Designer and Artists in Residence, as reported above	Students in Design and in Arts (Fine Arts and Writing)	Provide Indigenous role models for Indigenous students, and exposure to

		Indigenous ways of knowing for all students
New Indigenous Councilor, described in the Strategic Priorities section of the report	KPU Indigenous students	Provide culturally appropriate mental health support to Indigenous students
RECOMMENDATION 21		
List of health programs by whether mandatory cultural safety and humility training components (including knowledge of Indigenous-specific racism, colonialism, trauma-informed practice, Indigenous health and wellness, and the requirement of providing service to meet the minimum standards in the UN Declaration) are new this year, ongoing, or fully implemented.		
<i>PROGRAM</i>	<i>PROGRESS</i>	<i>ACTIONS</i>
TBD		

Appendix B: Performance Measure Results

Table 1. Performance Measure Results

Performance measure ¹	Reporting year					
	2022/23 Actual		2023/24 Target	2023/24 Actual		2023/24 Assessment
Student spaces ²						
Total student spaces	6,793		9,290	7,010		Not achieved
Nursing and other allied health programs	734		889	769		Not achieved
Developmental programs	166		318	183		Not achieved
Credentials awarded ³						
Total Credentials	1,766		-	1,714		Not assessed
Bachelor	963		≥ 991	921		Substantially achieved
Certificate	404		≥ 432	434		Achieved
Developmental	28		≥ 42	*		Not achieved
Diploma	327		≥ 347	324		Substantially achieved
Graduate, First Professional and Post-Degree	27		≥ 30	22		Not achieved
Short Certificate	17		≥ 20	10		Not achieved
Indigenous student spaces ⁴						
Total Indigenous student spaces	272 (3.3% of domestic FTEs)		Indigenous FTEs as % of total domestic FTEs > previous year	243 (3.0% of domestic FTEs)		Substantially achieved
Ministry (PSFS)	202			174		
SkilledTradesBC	70			69		
Student satisfaction with education ⁵						
	%	+/-	≥ 90%	%	+/-	
DAC	92.3%	1.5%		89.5%	2.0%	Achieved
Trades	N/A	N/A		N/A	N/A	Not assessed
APP	90.8%	2.6%		93.8%	2.9%	Achieved
BGS	89.3%	2.2%		87.8%	2.9%	Achieved
Student assessment of the quality of instruction ⁵						
	%	+/-	≥ 90%	%	+/-	
DAC	97.2%	0.9%		94.6%	1.4%	Achieved
Trades	N/A	N/A		N/A	N/A	Not assessed
APP	94.7%	2.1%		94.5%	2.8%	Achieved
BGS	90.7%	2.1%		87.2%	3.0%	Achieved
Student assessment of usefulness of knowledge and skills in performing job ⁵						
	%	+/-	≥ 90%	%	+/-	
DAC	83.4%	2.4%		79.2%	3.0%	Substantially achieved
Trades	N/A	N/A		N/A	N/A	Not assessed
APP	90.5%	2.8%		93.3%	3.3%	Achieved
BGS	87.5%	2.6%		84.1%	3.7%	Substantially achieved

Unemployment rate ⁵						
	%	+/-		%	+/-	
DAC	6.1%	1.4%	≤ 8.8%	8.0%	1.8%	Achieved
Trades	N/A	N/A		N/A	N/A	Not assessed
APP	1.0%	0.9%		2.2%	1.9%	Achieved
BGS	3.3%	1.3%		7.7%	2.5%	Achieved
Student assessment of skill development ⁵						
	%	+/-		%	+/-	
DAC	90.2%	1.4%	≥ 85%	89.7%	1.5%	Achieved
Trades	N/A	N/A		N/A	N/A	Not assessed
APP	86.9%	3.1%		89.5%	3.7%	Achieved
BGS	86.5%	2.0%		84.0%	2.6%	Achieved

Table 2. Skill Development Results

Detailed assessment of skill development	Reporting year					
	2022/23		2023/24	2023/24		
	Actual		Target	Actual	Assessment	
DAC	%	+/-		%	+/-	
Skills development (avg. %)	90.2%	1.4%	≥ 85%	89.7%	1.5%	Achieved
Written communication	90.7%	1.7%		91.4%	1.9%	
Oral communication	91.9%	1.6%		85.6%	2.4%	
Group collaboration	88.5%	1.8%		86.5%	2.2%	
Critical analysis	90.8%	1.6%		91.6%	1.8%	
Problem resolution	88.4%	1.8%		90.7%	1.9%	
Learn on your own	92.1%	1.5%		92.5%	1.7%	
Reading and comprehension	90.8%	1.6%		91.7%	1.8%	
Trades	%	+/-		%	+/-	
Skills development (avg. %)	N/A	N/A	≥ 85%	N/A	N/A	Not assessed
Written communication	N/A	N/A		N/A	N/A	
Oral communication	N/A	N/A		N/A	N/A	
Group collaboration	N/A	N/A		N/A	N/A	
Critical analysis	N/A	N/A		N/A	N/A	
Problem resolution	N/A	N/A		N/A	N/A	
Learn on your own	N/A	N/A		N/A	N/A	
Reading and comprehension	N/A	N/A		N/A	N/A	
APP	%	+/-		%	+/-	
Skills development (avg. %)	86.9%	3.1%	≥ 85%	89.5%	3.7%	Achieved
Written communication	76.7%	5.9%		86.0%	6.0%	
Oral communication	81.7%	5.0%		85.3%	5.5%	
Group collaboration	82.9%	3.8%		88.6%	4.2%	
Critical analysis	93.1%	2.4%		91.8%	3.4%	
Problem resolution	90.4%	2.8%		90.2%	3.7%	
Learn on your own	89.0%	3.0%		88.1%	4.0%	
Reading and comprehension	89.5%	2.9%		93.0%	3.2%	
BGS	%	+/-		%	+/-	
Skills development (avg. %)	86.5%	2.0%	≥ 85%	84.0%	2.6%	Achieved
Written communication	87.4%	2.5%		83.8%	3.4%	
Oral communication	86.3%	2.5%		84.5%	3.3%	
Group collaboration	88.0%	2.4%		81.9%	3.5%	
Critical analysis	91.9%	2.0%		89.6%	2.7%	
Problem resolution	80.6%	2.9%		77.4%	3.8%	

Learn on your own	88.6%	2.3%	85.7%	3.2%
Reading and comprehension	83.6%	2.7%	85.2%	3.2%

Notes:

¹ Please consult the 2023/24 [Standards Manual](#) for a current description of each measure.

² Results from the 2023/24 reporting year are based on data from the 2023/24 fiscal year; results from the 2022/23 reporting year are based on data from the 2022/23 fiscal year. Only ministry-funded Full-Time Equivalents are included.

³ Annual performance is measured using a rolling three-year average of the most recent fiscal years; e.g. results from the 2023/24 reporting year are based on data from the 2022/23 fiscal year, and targets for the 2023/24 reporting year are a three-year average of the 2020/21, 2021/22, and 2022/23 fiscal years. Numbers less than 10 have been masked with an *.

⁴ For Indigenous Student Spaces, results for the previous fiscal year are reported. Results from the 2023/24 reporting year are based on data from the 2022/23 fiscal year; results from the 2022/23 reporting year are based on data from the 2021/22 fiscal year. Both ministry- and STBC-funded Full-Time Equivalents are included. Institutions provide their own target and assessment for Indigenous Student Spaces.

⁵ For Student Outcomes Measures, results from the 2023/24 reporting year are based on 2023 survey data; results from the 2022/23 reporting year are based on 2022 survey data. For all survey results, if the result plus or minus the margin of error includes the target, the measure is assessed as achieved. In all cases, the survey result and the margin of error are used to determine the target assessment. Survey results are not assessed if the number of respondents is fewer than 20 or the margin of error is greater than 10%.

Target assessment scale	Description
Achieved	100% or more of the target
Substantially achieved	90% to <100% of the target
Not achieved	<90% of the target
Not assessed (N/A)	Measures without targets or survey results with fewer than 20 respondents or a margin of error of 10% or greater

Appendix C: Selected Metric Breakdowns

Metric #37 reports the proportion of students that perceived they were treated fairly at KPU regardless of various background characteristics. In multiple instances, reporting the data in a collapsed manner obscures substantial differences within the group. Examples of such differences for religion, English skills, cultural/racial/ethnic background, and ability are provided in the tables below.

% who agree they're treated fairly at KPU regardless of their religion

by the student's religious, spiritual, or belief tradition

Sikhism	93%
Hinduism	89%
Buddhism	84%
Islam	83%
Christianity	79%
Traditional Chinese spirituality	73%
None/non-religious	72%
Another religion not listed	65%
Indigenous spirituality	63%

% who agree they're treated fairly at KPU regardless of their English skills

by language the student speaks well enough to conduct a conversation

Punjabi	93%
Hindi	92%
Tagalog	90%
Urdu	90%
Another language not listed	87%
English	86%
Spanish	84%
Mandarin	83%
Monolingual English	82%
Farsi	81%
French	81%
Arabic	79%
Vietnamese	77%
Cantonese	74%
Japanese	74%
Korean	71%

% who agree they're treated fairly at KPU regardless of their cultural/ethnic/racial background

by student's racial identity

Indian	90%
Filipino	86%
Latin American	86%
Japanese	84%
Another South Asian identity	83%
Métis	82%
West Asian	81%
Chinese	81%
Another East Asian identity	80%
Vietnamese	79%
African or Caribbean	77%
First Nations and Inuk	77%
Another Southeast Asian identity	76%
European	75%
Pacific Islander	74%
Korean	73%
Another identity not listed	70%
Arab	69%
Central Asian	68%

% who agree they're treated fairly at KPU regardless of their ability (e.g., physical, cognitive, sensory, etc.)

by student's disability/condition type

No disability/condition	88%
Another condition not listed	86%
Mental health condition	78%
Deaf/hard of hearing	74%
Chronic health condition	73%
ADHD	73%
Autism	71%
Drug or alcohol addiction	71%
Learning disability	70%
Blind/visually impaired	70%
Physical disability	60%

Metric #40 reports the proportion of graduates who agree their education helped them develop skills. This is based on their results on specific questions on the BC Student Outcomes Surveys. The 2023 results for each skill are provided below. Note that Trades is excluded because the number of survey respondents was too low.

Skill	BGS	DAC	APP
Written communication	84%	91%	86%
Oral communication	84%	86%	85%
Group collaboration	82%	86%	89%
Critical analysis	90%	92%	92%
Problem resolution	77%	91%	90%
Learn on your own	86%	92%	88%
Reading and comprehension	85%	92%	93%

BOARD OF GOVERNORS - REGULAR MEETING

Agenda Number: 6.3

Meeting Date: June 26, 2024

Presenter(s): Diane Purvey

AGENDA TITLE: REVISED PROGRAM PROPOSAL: BACHELOR OF TRADITIONAL CHINESE MEDICINE

ACTION REQUESTED: Information

RECOMMENDED RESOLUTION: N/A

COMMITTEE REPORT

For Secretariat Use Only

Context and Background

The Degree Quality Assessment Board (DQAB), in reviewing the proposed BTCM proposal, asked KPU to consult with the regulatory body, the College of Traditional Chinese Medicine Practitioners and Acupuncturists of BC (CTCMA) regarding graduates meeting the academic requirements for licensure and registration as Traditional Chinese Medicine Practitioners (R.TCM.P) in BC.

The CTCMA confirmed that the proposed BTCM programming met the curricular requirements as set by the Education Program Review Committee of CTCMA. However, applicants for registration and licensure in BC also require 2 additional years of arts/sciences course work; or substantial equivalency through work, training or other experiences and/or additional supervised professional practice; or a combination of both.

To ensure BTCM graduates meet the requirements for registration and licensure in BC, a revision to the proposed BTCM program was proposed by KPU and approved by the CTCMA as meeting the academic requirements for licensure and registration. The revision includes the addition of a Term 10 with two options for students to select from.

Key Messages

1. The revision to the proposed BTCM programming includes the following changes:

- Addition of one term of study to the overall BTCM program.
- The proposed 4.5 years of study over 9 Terms consisting of 127 credits is revised to 5 years of study over 10 Terms consisting of a minimum 135 credits for graduation.

- The additional term, Term 10, allows students to select 1 of 2 options to complete their program:

Option 1: 5 elective courses of their choosing

Option 2: TCME XXXX Supervised Practice VII – a 360-hour clinical placement

2. Terms 1 -9 in the original proposal remain unchanged.
3. Registered acupuncturists will be provided PLAR credit for Term 10. Students that have completed previous undergraduate coursework can apply those credits toward Term 10.
4. The CTCMA has reviewed and approved the revised BTCM proposed programming.
5. The date for the first intake originally planned for September 2024 will be changed to September 2025.
6. The revised proposal will be considered at the May 29, 2024 meeting of DQAB.

Resource Requirements

n/a

Implications/Risks

- DQAB has an expectation that graduates of the BTCM program will meet the academic requirements for licensure and registration in BC with the CTCMA. If the revisions to the proposed BTCM proposal are not implemented, DQAB will not recommend Stage 1 approval of the BTCM proposal.

Consultations

1. Degree Quality Assessment Board
2. Degree Quality Assessment Board Secretariat
3. CTCMA Registrar and Director of Professional Practice
4. CTCMA Registration Committee
5. CTCMA Education Program Review Committee
6. Provost's Office
7. Traditional Chinese Medicine Program Faculty

Attachments

1. CTCMA Letter to KPU dated May 7, 2024
2. KPU BTCM Concept Paper Rev. May 9, 2024
3. KPU BTCM Full Program Proposal Executive Summary Rev. May 9, 2024
4. KPU BTCM Stage 1 review for New Degree Proposals Rev. May 9, 2024

Submitted by

Diane Purvey, Provost & VP, Academic

Date submitted

June 10, 2024

BOARD OF GOVERNORS - REGULAR MEETING

Agenda Number: 6.4

Meeting Date: June 26, 2024

Presenter(s): Lily Chong

AGENDA TITLE: BOARD APPOINTMENTS: APPOINTED AND ELECTED MEMBERS

ACTION REQUESTED: Information

RECOMMENDED RESOLUTION

N/A

COMMITTEE REPORT

For Secretariat Use Only

Context and Background

The purpose of this item is to notify the Governance Committee of incoming and outgoing members of the Board of Governors for the upcoming 2024/25 term. This information will also be brought forward to the Board at the June 2024 Board Meeting.

Ministry Board Appointments

The Ministry has yet to advise KPU of Re-Appointments and New Appointments.

Elected Board Members

The following candidates are elected as representative to the Board of Governors. Their terms will start on September 1, 2024 until August 31, 2025.

- Amrit Chahal (Student Representative)
- Mehtoj Ghuman (Student Representative)
- Kim McGill (Staff Representative)
- Joe Vosburgh (Faculty Representative)

Departing Board Members

The following Board Members will be completing their terms the Board of Governors. These members will be acknowledged at the upcoming June 2024 Board of Governors Meeting for their service.

- Amos Kambere, Appointed Board Member (appointed 6-years, July 31, 2024)
 - Aryan Kalia, Elected Board Member, Student Representative (elected 1-year, August 31, 2024)
 - Ishant Goyal, Elected Board Member, Student Representative (elected 2-years, August 31, 2024)
 - Takashi Sato, Elected Board Member, Faculty Representative (elected 3-years, August 31, 2024)
 - Waheed Taiwo, Elected Board Member, Staff Representative (elected 3-years, August 31, 2024)
-

Submitted by

Lily Chong, University Secretary and Executive Assistant to the President and Vice-Chancellor

Date submitted

11 June 2024

BOARD OF GOVERNORS - REGULAR MEETING

Agenda Number: 9.2

Meeting Date: June 26, 2024

Presenter(s): Chervahun Emilien

AGENDA TITLE: FY 2025-26 UNIVERSITY DRAFT BUDGET PRINCIPLES AND PRIORITIES

ACTION REQUESTED: Motion

RECOMMENDED RESOLUTION

THAT the Board of Governors approve the University Draft Budget Principles and Priorities for FY 2025-26, as recommended by the Board Finance Committee.

COMMITTEE REPORT

On June 18, 2024, the Board Finance Committee recommended that the Board of Governors approve the University Draft Budget Principles and Priorities for FY 2025-26.

Context and Background

Section 14 of the Kwantlen Polytechnic University (“KPU” or the “University”) Board Governance Manual includes certain responsibilities of the Finance Committee for financial planning in respect of the following, subject to the powers and duties of the Board of Governors (the “Board”):

- financial plans and budgets;
- the appropriateness and validity of any material assumptions and estimates used in the preparation of such plans or budgets;
- the consistency of the plans and budgets with strategic plans, policies, objectives and initiatives approved by the Board;
- the consistency of the financial plans and budgets with any other financial data;
- any significant assumptions, forecasts, targets or performance goals used by Senior Leadership in the preparation of the financial plans and/or budgets; and,
- the Board of Governors annual budget.

Key Messages

1. The budget principles and priorities form the basis for all budget decisions and are used to guide and support decision making throughout the budget process. The FY 2025-26 budget principles and priorities have not changed from those presented and approved by the Board for FY 2024-25.

2. The strategic priorities from Vision 2026 are being incorporated into the budget and priorities to help ensure that the University is working towards the same goals.
3. The British Columbia postsecondary education sector is subject to balanced budget legislation and as such, a balanced budget is recommended for FY 2025-26. This legislation requires that in any given fiscal period there cannot be an operating deficit. All budget principles and priorities will need to be achieved within the balanced budget framework.
4. Bringing forward FY 2024-25 budget principles and priorities pave the way to looking at holistic initiatives and future impacts as opposed to considering a one-year cycle.
5. The final draft budget for FY 2025-26 is planned to be presented to the Board in early 2025.
6. The draft governance timeline is attached for information purposes.

Resource Requirements

N/A

Implications/Risks

N/A

Consultations

1. University Executive
2. President's University Executive
3. Joint Senate Standing Committee on Academic Planning and Priorities and on University Budget

Attachments

1. Draft FY 2025-26 University Draft Budget Principles and Priorities
2. Draft FY 2025-26 University Budget Governance Timeline

Submitted by

Chervahun Emilien, Chief Financial Officer

Date submitted

June 20, 2024

Budget Principles & Priorities Fiscal Year 2025-26

	Proposed Budget Principle FY 2025-26	Proposed Budget Priority FY 2025-26
1	An incremental budget model will be used. Incremental changes will reflect KPU's strategic priorities and the priorities and the mandate established by the provincial Government.	KPU's strategic priorities align with Vision 2026. Refer to Note (1) below.
2	The budget will be based on conservative but realistic enrolment assumptions for domestic and international students, and will address student enrolment needs and demands.	A realistic set of assumptions must be adopted regarding enrolment expectations to create a foundational assumption for the development of the budget.
3	The budget will support KPU's core activities of teaching, learning, research and services as well as its supporting functions. To this end, the budget will provide predictability and stability.	The University Budget will continue to support teaching and learning, and scholarly activities.
4	New projects, activities and organizational changes will be funded over the lifecycle of the activity and so may span fiscal years as required.	All activities must be funded over the lifecycle of the activity, initiative or project to ensure adequate funding over the life of the activity, initiative or project. Approved projects will have budget spanning fiscal years, where appropriate and will consider long term operating needs. KPU will continue to proceed with caution on any new projects and initiatives with a focus on cost recovery or strategic program development.
5	The budget will include an appropriate contingency.	Maintain a contingency budget to respond to unanticipated revenue downturns as well as inflationary pressures.
6	The University budget will be balanced, and will ensure financial stability and sustainability.	The FY 2025-26 budget will consider unexpected changes and future year impacts of budget decisions and therefore the long-term continuity of the University.

7	Capital expenditures will not increase self-funded annual amortization to more than 5% of operating expenses.	Capital asset investments in support of key areas such as teaching and learning, IT, research and innovation support will continue to be high priority to the extent capital asset funds allocation is available after ensuring refreshes and strategic capital priorities have been addressed.
8	Ancillary Services will be budgeted to balance student experience with financial stability.	Ancillary Services, has historically been a modest profit centre for the institution; however, the revenues of ancillary services have not returned to pre-pandemic levels due to reduced activity on campus. Budget decisions will be based on balancing the student experience and financial stability.

* Budget Principles and Priorities have not changed from fiscal 2024-25.

Note 1: KPU's strategic priorities align with Vision 2026 as listed below:

Planning - Build a 5-year Financial Plan, position KPU as a global institution, develop a new approach to serving mature learners, plan for student housing, rethink use of space to reflect Activity Based Work

Improvement- Complete the establishment of the Office of Equity and Inclusive Communities, continue building supports for research and scholarship, continue to support teaching excellence and innovation, invest more in student financial aid, reinforce health and wellness support systems, continue progress on implementing the Sustainability Plan

New Initiatives - Invest in short-term, competency-based courses, build out polytechnic university programs and offerings, enhance safety and security to anticipate the next emergency, KPU Communities Trust

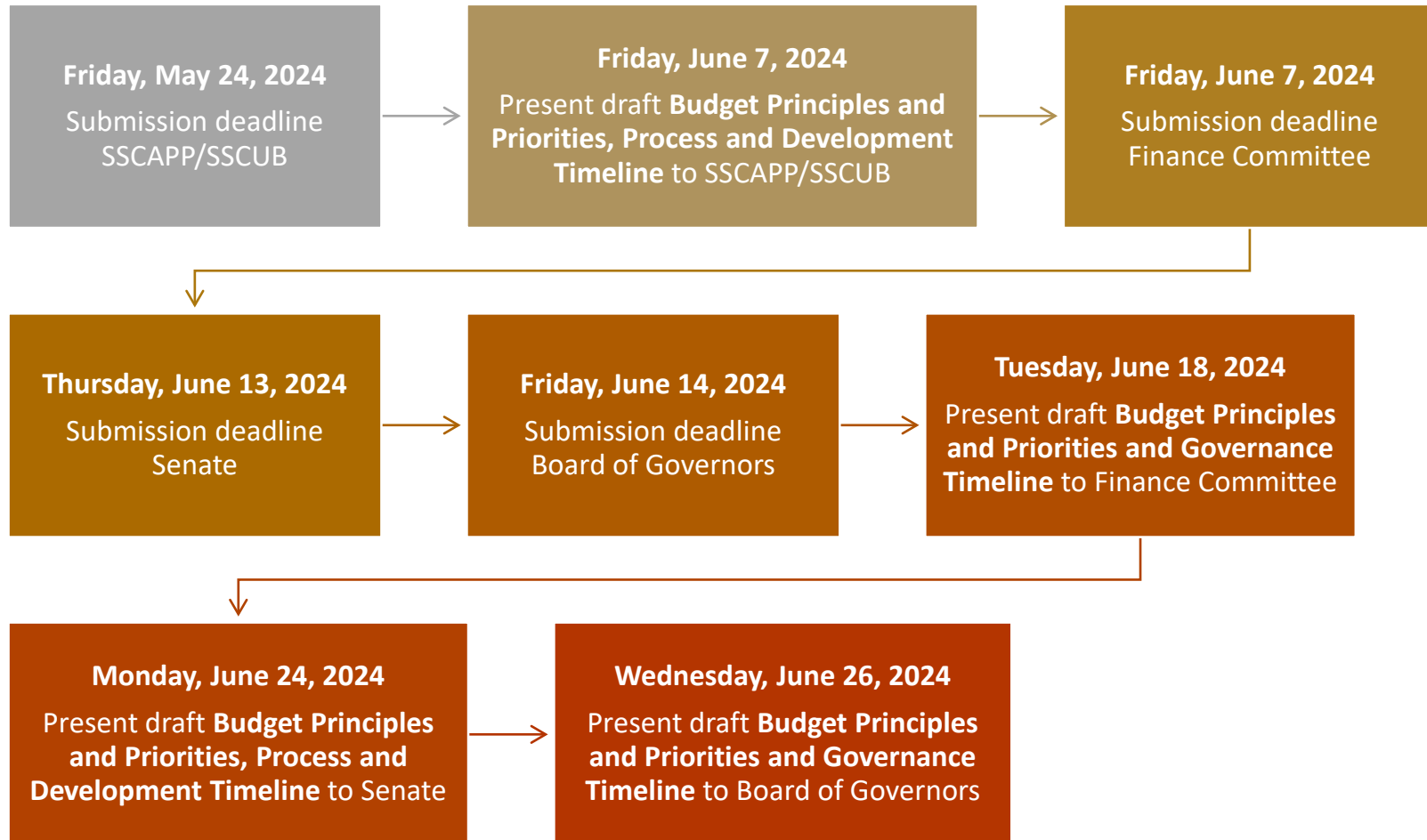
Fiscal 2025-26 University Budget Governance Timeline

Board of Governors

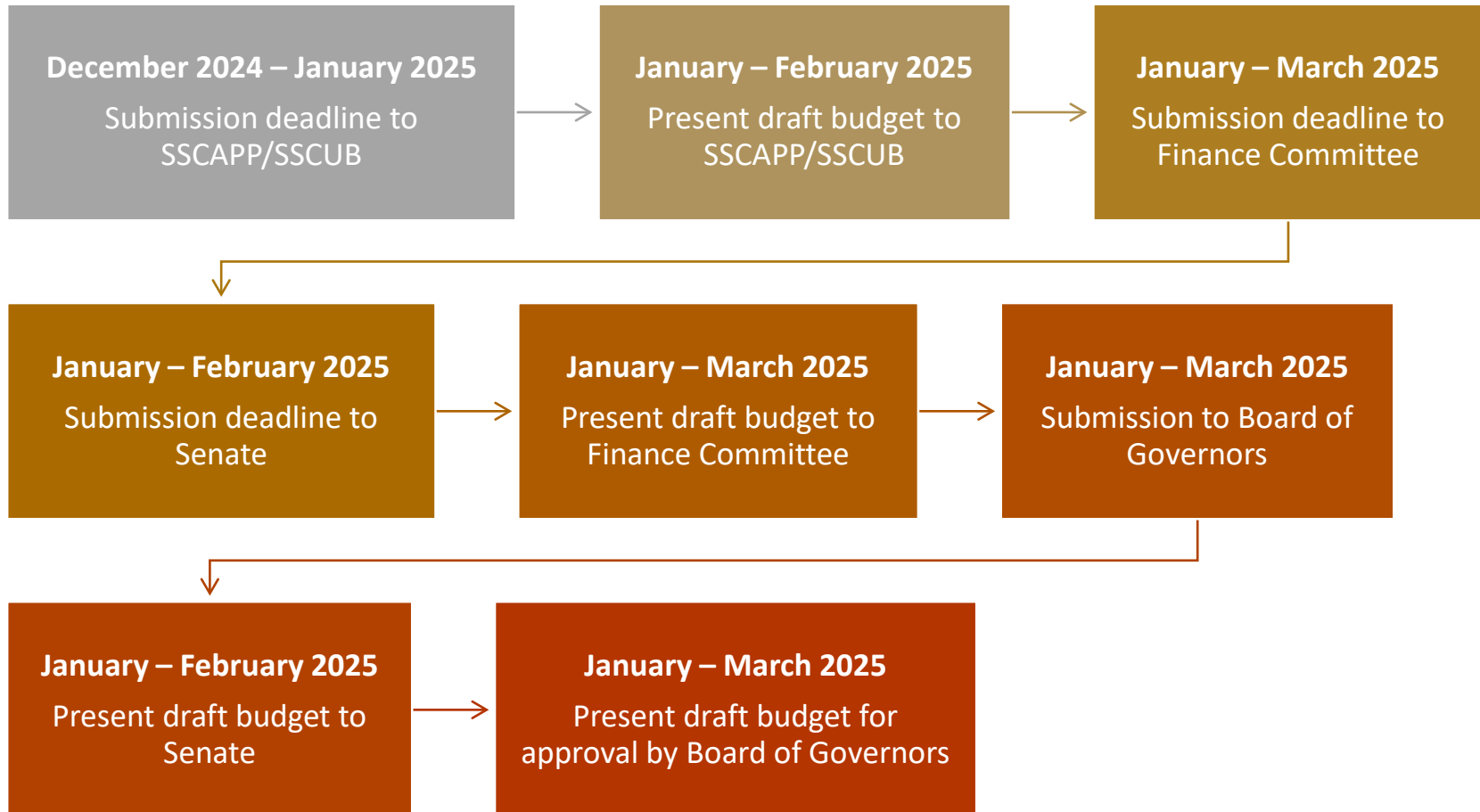
June 2024



Budget Development Timeline, University Budget Principles and Priorities



Draft Budget Review, Consultation and Approval



BOARD OF GOVERNORS - REGULAR MEETING

Agenda Number: 9.3

Meeting Date: June 26, 2024

Presenter(s): Chervahun Emilien

AGENDA TITLE: FY 2024-25 CONSOLIDATED BUDGET DOCUMENT

ACTION REQUESTED: Motion

RECOMMENDED RESOLUTION

THAT the Board of Governors approve the FY 2024-25 Consolidated Budget Document, as recommended by the Board Finance Committee.

COMMITTEE REPORT

On June 18, 2024, the Board Finance Committee recommended that the Board of Governors approve the FY2024-25 Consolidated Budget Document.

Context and Background

Section 14 of the Kwantlen Polytechnic University (“KPU” or the “University”) Board Governance Manual includes certain responsibilities of the Finance Committee for financial planning in respect of the following, subject to the powers and duties of the Board of Governors (the “Board”):

- financial plans and budgets;
- the appropriateness and validity of any material assumptions and estimates used in the preparation of such plans or budgets;
- the consistency of the plans and budgets with strategic plans, policies, objectives and initiatives approved by the Board;
- the consistency of the financial plans and budgets with any other financial data;
- any significant assumptions, forecasts, targets or performance goals used by Senior Leadership in the preparation of the financial plans and/or budgets; and,
- the Board of Governors annual budget.

Key Messages

1. The FY 2024-25 consolidated budget document (“consolidated budget”) serves as the public facing document to KPU’s annual budget presentation. It highlights KPU’s budget process, the overall

purpose of a budget for a post-secondary institution, internal and external factors that shape the budget, and KPU's budget approach.

2. FY 2024-25 consolidated budget brings together the budget process into a one stop document. It outlines revenue sources, breaks down expenditure areas, and evidences compliance with balanced budget legislation. It also explains changes from the FY 2023-24's budget and speaks to any new budget that is brought forward for the applicable fiscal year.
3. KPU's consolidated budget also includes comparison of FY 2023-24 and FY 2024-25 budgets by executive leadership portfolio and the capital budget for the current fiscal year.
4. This document will be provided to the Board of Governors annually with the delivery of KPU's budget presentation.

Resource Requirements

N/A

Implications/Risks

N/A

Consultations

N/A

Attachments

1. FY 2024-25 Consolidated Budget Document

Submitted by

Chervahun Emilien, Chief Financial Officer

Date submitted

June 20, 2024

Kwantlen Polytechnic University's 2024-25 Consolidated Budget



Table of Contents

Introduction and Background	3
Purpose of a Budget.....	3
Factors that Shape KPU’s Budget.....	3
Government Oversight	3
Organizational Governance	4
External Influences.....	4
How is Budgeting Done at KPU	4
Budget Model	4
Budget Process.....	5
A Snapshot of KPU’s Fiscal 2025 Consolidated Budget.....	5
Operating Budget.....	6
Capital Budget.....	8
Appendix 1 – Operating Budget Details.....	9
Appendix 2 – Operating Expense Budget by Leadership Portfolio	13
Appendix 3 – Capital Budget.....	18

Introduction and Background

This document serves as an informative guide to the contextual framework and process involved in formulating KPU's annual budgets. It offers a comprehensive overview of the fiscal 2025 budget, spanning from April 1, 2024 to March 31, 2025, and provides explanations of changes from the preceding fiscal year's ("FY") budget (FY 2023-24).

As the only polytechnic university in Canada, KPU is set apart from both traditional universities and polytechnic institutes and colleges in Canada. Polytechnics are post-secondary institutions that offer advanced technical education. The polytechnic model is hands-on and industry-responsive. Programs encourage learning by doing, developing the practical skills and competencies required in today's workplaces and giving our graduates a strong advantage in the labour market. University status enables KPU to provide three- and four-year bachelors' degrees and masters' degrees in addition to citations, certificates and diplomas in both traditional and leading-edge programs. As a university, KPU also has expanded capacity to integrate research, scholarly activity, and external community engagement within the learning environment.

KPU has over 20,000 students at five campuses, offering over 140 programs in seven faculties: Academic & Career Preparation, Arts, Wilson School of Design, Melville School of Business, Health, Science, and Trades and Technology. KPU also invests significantly in research. KPU's budget reflects service delivery expectations and goals for faculties, student support, research and support services such as Finance, Human Resources and Information Technology, among others.

Kwantlen, a name generously bestowed to KPU by the Kwantlen First Nation, translates to "tireless runner." In order to live up to this name, KPU recognizes that advancing equity, diversity, inclusion and decolonization (EDID) depends on the ongoing work and tireless commitment of all KPU community members.

Purpose of a Budget

A budget serves as an organization's financial blueprint, outlining both revenues (money in) and expenses (money out). It is designed to align with anticipated service demand and associated costs, reflecting Ministry directives and organizational strategies. Budgets play a crucial role in communication, allowing stakeholders to track progress against mandates and goals. They can span a single year or extend to longer periods, such as a five-year financial plan or a 20-year capital plan.

Factors that Shape KPU's Budget

KPU's budgets are reflections of various factors, in particular government and organizational strategic direction and external influences.

Government Oversight

The Government of British Columbia ("BC Government") is made up of Ministries and various other organizations that deliver services and programs on its behalf, including post-secondary education. This group of entities is referred to as a Government Reporting Entity ("GRE"). Specifically, KPU is accountable to the public through the Ministry of Post-Secondary Education and Future Skills ("Ministry"), which provides leadership and direction for post-secondary education and skills training across the province.

The budget preparation process for all levels of the BC Government is governed by legislation under the [Budget Transparency and Accountability Act](#), the [Financial Administration Act](#), and the [Balanced Budget and Ministerial Accountability Act](#).

The Ministry requires KPU to align itself with overarching principles relevant to the entire public sector and specific direction on priorities and expectations for KPU. These requirements are documented in mandate and budget letters from the Ministry to the Board of Governance (“Board”) and Chief Financial Officer. Board mandate letters are located [here](#).

Organizational Governance

The Board is the highest governing body at a university, comprised of B.C. Government appointed and elected members, KPU’s President, Chancellor, and employee and student representatives. See the [‘About Us’](#) section on KPU’s website for a complete list. The Board is entrusted with stewardship of the university and accountability for the fulfillment of the mandate set by the BC Government. The Board holds a pivotal role in overseeing KPU’s finances. This includes approving KPU’s operating and capital budgets, monitoring KPU’s financial performance, and approving budget revisions as required.

KPU follows a bicameral governance model where the Board, as the ultimate authority, shares responsibilities with the Senate, which looks after academic matters. The Senate endorses KPU’s budget prior to Board approval, and participates in monitoring the budget during the fiscal year. The Senate includes KPU’s President, Chancellor, academic leadership, and faculty, student, alumni and support staff representatives. See the [‘Membership Composition’](#) section on KPU’s website for a complete list.

Management is responsible for KPU’s day-to-day operations and implementing the policies and strategies set out by the Board, including preparation and execution of the annual budget.

KPU created its strategic plan - [Vision 2026](#) - that aligns with the Ministry’s goals and outlines KPU’s vision that “... by 2026, KPU is a learning ecosystem rooted in a culture of sustainability, creativity, justice and quality that inspires our people and our communities”. KPU’s annual budget aligns with the implementation of Vision 2026, encompassing its financial components.

External Influences

The annual budget incorporates not only Ministry and organizational strategy but also significant risk factors and opportunities, including the impact of BC and Canadian government decisions, economic factors, supply and demand considerations, and salary and benefit costs. Examples include expected inflation and Bank of Canada interest rates, flattening demand for domestic and international enrollments and the resulting need for revenue diversification, and collective agreement negotiations.

How is Budgeting Done at KPU

An organization’s budget process refers to the model used and process followed to create a budget, and methods to monitor and report on financial results in a transparent way throughout the budget period(s). KPU’s budget is created at an appropriate level of detail and segmentation for those tasked with its implementation, monitoring and reporting.

Budget Model

There are a set of budget models typically considered by post-secondary institutions (“PSIs”), each with its strengths and weaknesses. Some budget models adopt a centralized approach, where decision-making

powers rest with upper level administration, and others a decentralized approach, where individual areas within the PSI receive revenues from enrollments and other sources and decide where the funds should be spent. A hybrid model or approach is frequently chosen due to the inadequacy of a single model in addressing the diverse activities within an institution.

KPU currently uses an incremental model with a centralized approach. Since KPU serves a large community whose needs are both long-term and multi-year, its services and offerings must remain stable over time yet able to address emergent needs. As a result, ongoing operating budgets are rolled over each year to ensure that delivery is consistent and stable. Most expenses are allocated to and within functional area and leadership portfolios, while revenues are centrally managed.

Budget Process

Under KPU's incremental model, prior year revenues (including operating grants, tuition fee revenues, ancillary activities, etc.) serve as the starting point, with adjustments made for known changes to determine the budgeted revenue for the upcoming year. The same process is applied to expenses. Because KPU adheres to balanced budget legislation, if revenues exceed expenses, the remaining budget is allocated based on approved budget principles, priorities, and Vision 2026 strategic goals. If expenses exceed revenues, expense budgets and possibly service levels are reviewed and adjusted until revenues and expenses balance. In extenuating circumstances, the university may apply to the Ministry to have a deficit budget for that fiscal year.

When reviewing revenues and expenses to evaluate its capacity to support new initiatives, KPU categorizes revenue sources and expense items into two types: ongoing and one-time-only (OTO). OTO revenues or expenses are those that affect KPU over a brief, finite period, such as a surge in interest income due to a high cash balance and/or higher interest rates, or hiring a consultant for a short-term project. In contrast, ongoing revenues or expenses are those anticipated to persist into the foreseeable future. Increases in ongoing revenues facilitate the funding of new ongoing initiatives, while increases in OTO revenues only allow for short-term budgeting for new initiatives. KPU decides each year whether to fund new initiatives on an OTO or ongoing basis based on its assessment of available revenues. In fiscal year 2024-25, all new budget allocations were approved on an OTO basis as part of a university-wide mitigation strategy against an anticipated decline in international enrollment due to diversification efforts and reliance on short-term revenue sources.

A key factor within a budget process is the level of internal and external consultation supporting the end product. At KPU, extensive consultation takes place with multiple user groups including the Senate and Board. The Senate is responsible for providing a recommendation to the Board and the Board ultimately approves the final budget. For the last two fiscal years, the budget has been approved by the Board by the end of January, providing ample time for budget holders and leaders to plan prior to the start of the next fiscal year.

Budget monitoring occurs throughout the year, and KPU regularly reports on year-to-date financial results and forecasts to the Board and Ministry.

A Snapshot of KPU's Fiscal 2025 Consolidated Budget

KPU's budget includes revenues and expenses for its direct operations and organizations which are controlled by the university. In FY 2022-23, KPU Communities Corporation (the "Corporation"), a wholly-owned subsidiary of the university, was incorporated under the Business Corporations Act of British

Columbia and subsequently, a trust deed was executed and appointed the Corporation as sole trustee of KPU Communities Trust (the “Trust”). The Corporation and the Trust are fully consolidated for budgeting and reporting purposes.

Operating Budget

An operational budget is a financial plan that outlines the projected revenues and expenses associated with an organization's day-to-day operations over a specific period, typically one fiscal year. It includes estimates for various operational costs such as salaries, utilities, supplies, maintenance, and other ongoing expenses required to run the university, and serves as a roadmap to meeting strategic objectives.

The following table includes a snapshot of fiscal years (“FY”) 2023-24 and 2024-25 operating budgets.

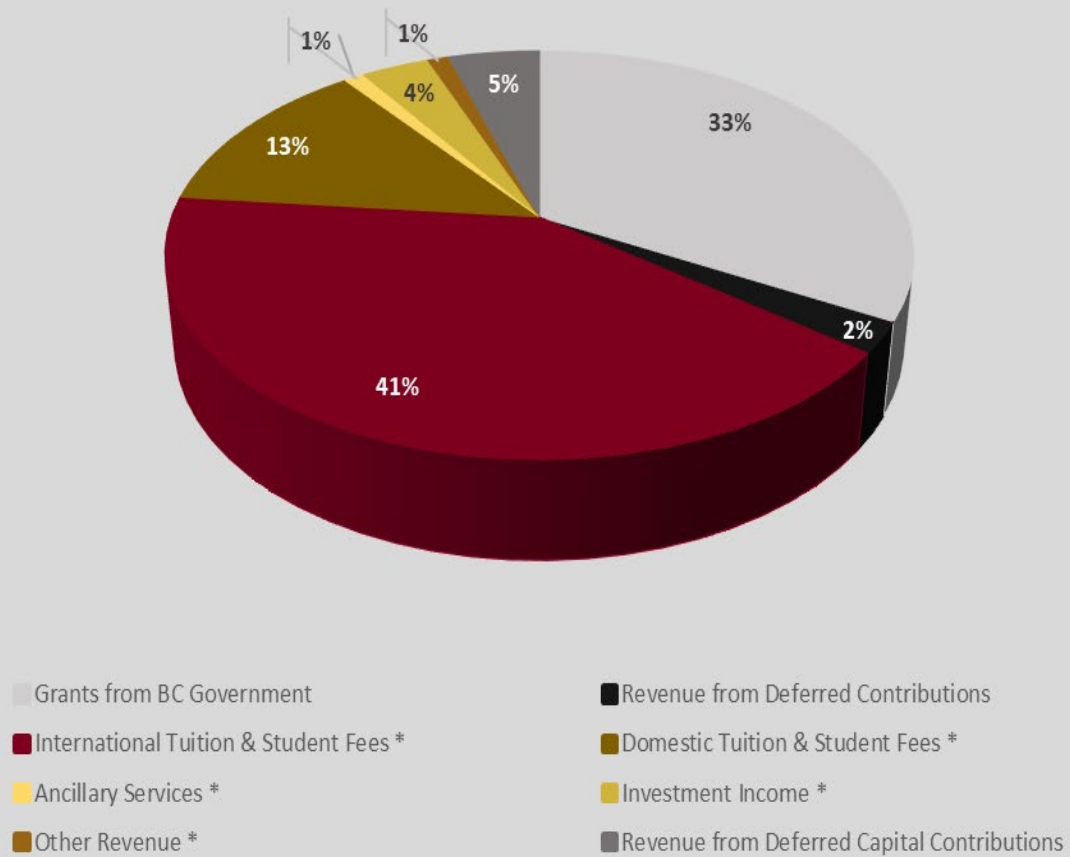
	FY 2024-25 (\$'000s)	FY 2023-24 (\$'000s)	Difference (\$'000s)	Difference (%)
Total Revenues	313,012	289,779	23,233	8.0
Salaries & Benefits	215,995	194,829	21,166	10.9
Non-Salary	97,017	94,950	2,067	2.2
Total Expenses	313,012	289,779	23,233	8.0
Budgeted Surplus	--	--	--	--

Budgeted revenues and expenses are estimates based on various assumptions. Changes in assumptions due to experience or new information, depending on timing, may need to be reflected in subsequent years’ budget(s), or result in actuals varying from the budget. Examples include estimated wage increases if collective agreements are not finalized before budgets are approved, changes in provincial or federal government regulations, inflation rates and Bank of Canada interest rates.

Revenues

Key differences between FY 2023-24 and FY 2024-25 budgeted revenues are a result of increases in KPU’s operating grant that fund Kwantlen Faculty Association (“KFA”) and British Columbia General Employees’ Union (“BCGEU”) collective agreement increases; anticipated decreases in international student enrollment due to diversification efforts; increases in domestic student tuition of two percent along with an anticipated two percent increase in headcount; increased investment income due to higher than anticipated interest rates on cash balances; and, increased recognition of prior year capital contributions into revenue.

The following graph illustrates the breakdown of the FY 2024-25 revenue budget by revenue source. Refer to Appendix 1 for detailed explanations of changes from FY 2023-24.

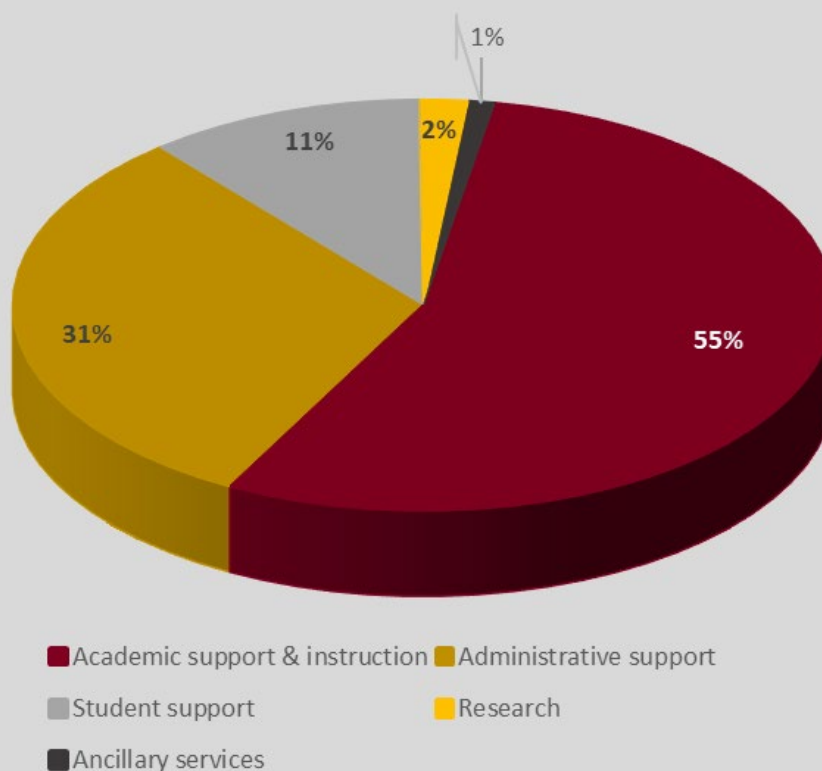


* Highlights KPU's internally generated revenues (in contrast to external grants)

Expenses

At KPU, operations are divided into functional areas for financial reporting and executive leadership portfolio for organizational management. This structure ensures that KPU's activities, resources and initiatives are systematically organized into distinct groups based on their primary focus or objectives, as well as the organizational structure.

The subsequent graph illustrates the breakdown of the FY 2024-25 expense budget by functional area. Refer to Appendix 1 for descriptions of the primary focus of each functional area and explanations of changes from FY 2023-24 to FY 2024-25, and Appendix 2 for executive leadership portfolio descriptions and comparative budgets.



Key changes between FY 2023-24 and FY 2024-25 include cost of living wage increases for employees that are aligned with increases in the consumer price index, additional contingencies to address inflation and unplanned expenses, program expansions and increases to student financial supports.

Capital Budget

A capital budget is a financial plan that details KPU's long-term investments in tangible capital assets like equipment, buildings, or infrastructure, aiming to improve efficiency or expand operations. It typically spans multiple years as KPU's tangible capital assets may have useful lives of up to 40 years.

See Appendix 3 for capital projects budgeted for FY 2024-25.

Appendix 1 – Operating Budget Details

The following table below shows the breakdown of the operating budgets for FY 2023-24 and 2024-25. Significant changes are highlighted in the revenue and expenses sections below. In FY 2024-25, new OTO budget of \$11.3 million was allocated towards specific initiatives.

Category	FY 2024-25 (\$'000s)	FY 2023-24 (\$'000s)	Difference (\$'000s)	Difference (%)
Revenues (money brought in by operations):				
Grants from BC Government	103,393	89,095	14,298	16
Revenue from Deferred Contributions	7,776	6,572	1,204	18
International Tuition & Student Fees	128,699	133,883	(5,184)	(4)
Domestic Tuition & Student Fees	40,714	38,455	2,259	6
Ancillary Services	3,273	3,049	224	7
Investment Income	11,030	3,560	7,470	210
Other Revenue	3,416	3,516	(100)	(3)
Revenue from Deferred Capital Contributions	14,711	11,649	3,062	26
Total Revenues	313,012	289,779	23,233	8
Expenses by functional area (money used in operations):				
Academic Support and Instruction	172,209	158,800	13,409	8
Administrative Support	97,446	89,572	7,874	9
Student Support	34,157	31,850	2,307	7
Research	5,963	6,329	(366)	(6)
Ancillary Services	3,237	3,228	9	(0)
Total Expenses	313,012	289,779	23,233	8
Revenues less Expenses	--	--	--	--

Revenues

Grants from the B.C. Government

Grants from B.C. Government include the annual operating grant calculated based on the number of general entry domestic full-time-equivalent students the Ministry has agreed to fund, and may include additional grants for specific programs or other uses in any given year. Budgeted grants are increasing by a total of \$14.3 million from FY 2023-24 to FY 2024-25, mainly due to additional approved funding for salary increases under BCGEU and KFA ratified collective agreements and health and technology program expansions.

Revenues from Deferred Contributions

Revenues from Deferred Contributions reflect funding for operations from the federal and provincial governments and other sources under non-reciprocal contribution agreements. The agreements contain restriction criteria that allow KPU to record the contributions as revenue as the performance obligations under the agreements are met. If performance obligations are not met in the year the contributions are recorded, upon approval they may be carried forward to the next fiscal year.

Budgeted revenue from deferred contributions are increasing by \$1.2 million. The onset of the COVID environment in FY 2020-21 led to declines in funding opportunities and activity. However, the effects of COVID began to reverse towards the end of FY 2022-23, following the approval of the FY 2023-24 budget. The FY 2024-25 budget accounts for that upsurge in activity. Related budgeted operating expenditures are increasing in FY 2024-25 by a similar amount.

International Tuition and Student Fees

International Tuition and Student Fees include tuition and fees collected from students who are not Canadian residents. Budgeted International Tuition and Student Fees are decreasing by \$5.2 million from FY 2023-24 to FY 2024-25, primarily due to a slower rate of conversion of diversification efforts offset by a 2% tuition increase.

Domestic Tuition and Student Fees

Domestic Tuition and Student Fees include tuition and fees collected from students who are Canadian residents. Budgeted domestic tuition and student fees are increasing by \$2.2 million from FY 2023-24 to FY 2024-25 as a result of a 2% tuition rate increase and a 2% increase to domestic student headcount. The remaining change is primarily a result of the continued roll-out of the Entertainment Arts program, Health Expansion, and newly approved Technology Relevant programs.

Ancillary Services

Ancillary Services includes revenues from KPU's bookstore, food and parking services. Budgeted revenues are increasing by \$224,000, mainly due to projected parking revenue growth as COVID-related impacts continue to recede.

Investment Income

Investment income includes income from interest on cash balances and investments to be sold or will be maturing during the year. Budgeted revenues are increasing by \$7.5 million, representing higher anticipated interest rates and interest on cash balances.

Other Revenue

Other revenue includes tuition fees for non-credit courses, shop income for services provided by KPU students, late payment penalties, space rental revenues and administration fees. Budgeted revenues are decreasing by \$99,000 from FY 2023-24 to FY 2024-25. There are no individually significant changes from FY 2023-24.

Revenues from Deferred Capital Contributions:

Revenues from Deferred Capital Contributions reflect funding for capital expenditures from the federal and provincial governments and other sources under non-reciprocal contribution agreements. These agreements also contain restriction criteria that allow KPU to record the contributions as revenue as the

performance obligations under the agreements are met. If performance obligations are not met in the year the contributions are recorded, upon approval they may be carried forward to the next fiscal year.

Budgeted revenues are increasing by \$3.1 million due to funding for large capital projects that will be completed in FY25, including a university-wide campus lighting and security project. Related budgeted capital expenditures are increasing in FY 2024-25 by a similar amount.

Expenses

Academic Support and Instruction

Academic Support and Instruction encompasses all academic programs, courses, and activities related to teaching and learning. It includes undergraduate and graduate programs, curriculum development, academic advising, support staff and service costs, faculty development, and instructional technology. The academic area focuses on maintaining high-quality educational experiences for students and fostering a culture of academic excellence.

The Academic Support and Instruction budget is increasing by \$13.4 million, predominately due to the negotiated salary and benefit increases included in the BCGEU and KFA Collective Agreements.

Other factors contributing to the increase are Ministry-approved funding of approximately \$900,000 for program expansions in the Faculties of Health, Melville School of Business and Wilson School of Design; Board-approved funding of \$1.8 million in FY 2024-25 for operational support across the portfolio, four new temporary positions in the Faculties of Academic & Career Preparation, Arts, Health, and Library Resources; and, externally provided funding of \$300,000.

Administrative Support

Administrative Support encompasses the operational and administrative facets that support KPU's day-to-day functioning. This includes areas such as Campus and Community Planning, Campus Safety and Security, Communications & Media Relations, Equity and Inclusive Communities, External Affairs, Facilities, Faculty Support, Financial Services, Procurement, Internal Audit, Business Advisory Services, General Counsel, Human Resources, Indigenous Leadership, Innovation and Partnerships, Information Technology, Marketing, Office of the President, Planning & Accountability, and Strategic Initiatives. The KPUCC and KPUCT are also categorized within Administrative support. This portfolio ensures efficient and effective management of resources and compliance with relevant regulations and policies.

The Administrative Support budget is increasing by \$7.9 million predominately due to IT's continued transitioning to cloud computing; enhancing campus safety and security; expanding the Office of Equity and Inclusive Communities portfolio established in FY 2023-24; increasing budgets to reflect inflationary increases across all areas; adding temporary staffing in IT, Marketing, External Affairs, and Facilities; and, supporting university-wide projects led by Human Resources and the Office of the President.

Student Support

Student Support includes the Office of the Registrar, Student Affairs, International, learning centre and library resources.

The Office of the Registrar supports students with admission, registration, academic records, graduation or transcripts.

Student Affairs provides services and programs related to accessibility, academic advising, assessment and testing, campus recreation, career services, counseling services, student-focused equity, diversity and

inclusion initiatives, orientation and transition, student awards and financial assistance, student health and wellness, and student rights and responsibilities. The student affairs portfolio aims to enhance the overall student experience and support student success and well-being.

International offers a variety of services to international students including admissions and a variety of support services, and study abroad opportunities.

The Student Support budget is increasing by \$2.3 million. A significant component of the increase is one-time funding toward operational support for Student Affairs and the Office of the Registrar, enhancements to KPU's needs-based financial aid bursary program and peer mentoring program, and international student scholarship and relief funds.

Research

The Office of Research Services ("ORS") focuses on advancing knowledge and innovation through research activities conducted by faculty, students, and staff. It includes research grants and funding, research laboratories and facilities, collaboration with industry partners, publication and dissemination of research findings, and support for research ethics and compliance. The research portfolio aims to promote a vibrant research environment and facilitate interdisciplinary collaboration and discovery.

The ORS budget is decreasing by \$366,000 predominantly due to fewer special purpose funds dedicated to approved research.

Ancillary Services

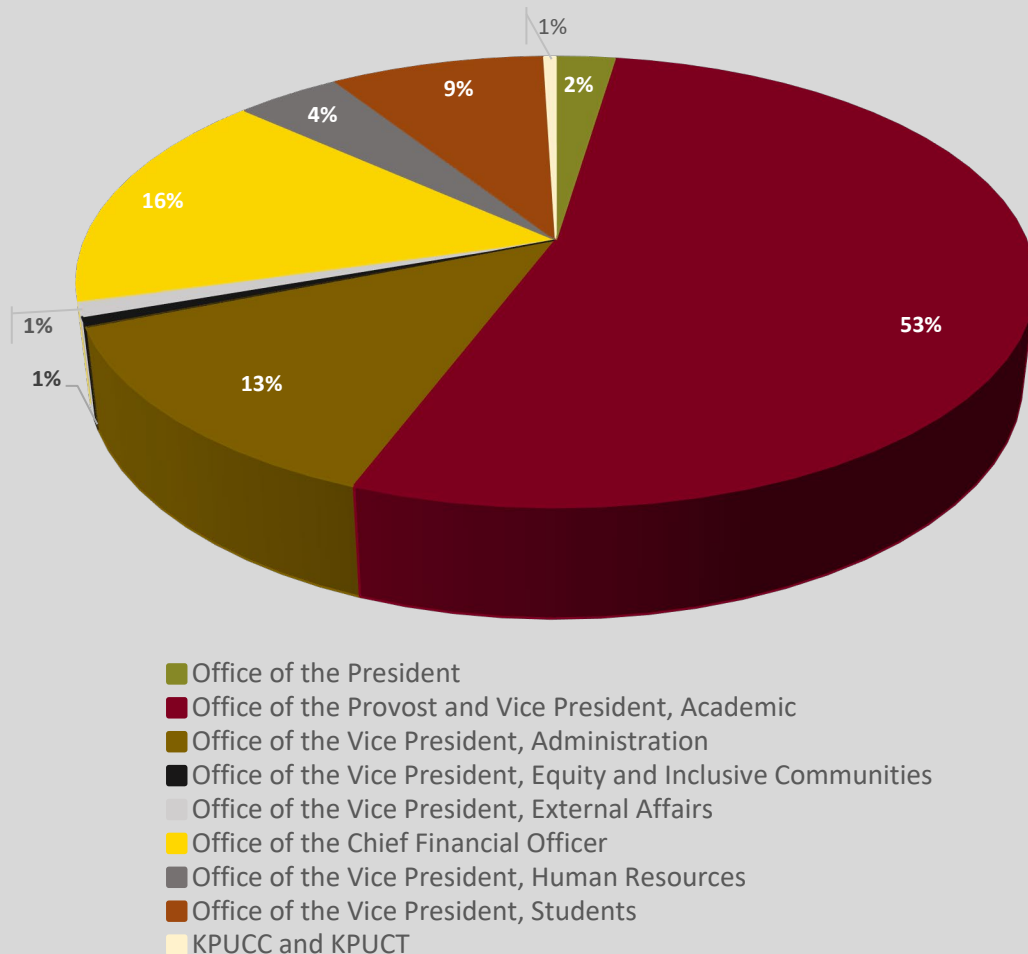
Ancillary Services includes business services that enhance student experience and support KPU's campus life, including bookstores, food services, transit services and parking.

There are no significant changes in this portfolio in FY 2024-25.

Appendix 2 – Operating Expense Budget by Executive Leadership Portfolio

Appendix 2 contains details according to executive leadership portfolios, aligning with KPU's organizational structure and encompassing controlled organizations. Budget allocations within leadership portfolios are determined by leadership responsibilities. Each section below features a portfolio description alongside breakdowns of budgeted expenses by object (i.e., expense type).

The following pie chart shows the proportion of KPU's total expense budget allocated to each leadership portfolio.



Office of the President

The President holds overall accountability for the executive leadership portfolios. The Office of the President portfolio also includes teams that provide Indigenous leadership, communications and media relations, planning and accountability, strategic initiatives, legal, and faculty support services.

Expense Type	FY 2024-25 (\$'000s)	FY 2023-24 (\$'000s)	Difference (\$'000s)
Salaries & Benefits	5,367	5,203	164
Travel & Professional Development	346	278	68
Supplies	101	104	(3)
Student awards, bursaries and donations	5	5	--
Fees & Services	1,514	1,639	125
Facilities	22	3	19
Leases, property taxes, insurance	111	111	--
Totals	7,466	7,343	123

Office of the Provost and Vice President, Academic

As the senior academic officer at KPU, the Provost and Vice President Academic (“VP Academic”) is responsible for the academic direction and stewardship of the university's programs. The VP Academic has a mandate to facilitate exceptional learning experiences for KPU students by providing leadership in the development and implementation of a comprehensive education plan that is relevant to students' needs as well as KPU's external communities. This leadership position ensures the integrity of academic affairs through collaborative work with faculty, deans, other Vice Presidents, and the Senate.

The VP, Academic the following areas:

- Faculty of Academic & Career Preparation
- Faculty of Arts
- Melville School of Business
- Wilson School of Design
- Faculty of Health
- Faculty of Science
- Faculty of Trades and Technology
- Library Services
- Office of Research Services
- Teaching and Learning Commons

Expense Type	FY 2024-25 (\$'000s)	FY 2023-24 (\$'000s)	Difference (\$'000s)
Salaries & Benefits	152,729	137,559	15,170
Travel & Professional Development	2,441	2,293	148
Supplies	3,566	3,364	202
Student awards, bursaries and donations	1,254	1,506	(252)
Fees & Services	3,325	4,441	(1,116)
Facilities	3,705	1,860	1,845
Leases, property taxes, insurance	38	50	(12)
Totals	167,058	151,073	15,985

Office of the Vice President, Administration

The Vice President, Administration is responsible for the leadership and strategic direction of KPU's information technology, campus and community planning and facilities services.

Expense Type	FY 2024-25 (\$'000s)	FY 2023-24 (\$'000s)	Difference (\$'000s)
Salaries & Benefits	17,531	16,276	1,255
Travel & Professional Development	291	357	(66)
Supplies	1,363	1,228	135
Fees & Services	4,434	4,425	9
Facilities	15,479	16,138	(659)
Cost of Sales	1,563	1,563	--
Leases, property taxes, insurance	537	514	23
Totals	41,198	40,501	697

Office of the Vice President, Equity and Inclusive Communities

The Vice President (“VP”), Equity and Inclusive Communities (“EIC”) leads the development and implementation of key anti-racism, accessibility, gender equity, social sustainability, and broad Equity, Diversity and Inclusion (EDI) strategies in alignment with the university’s Strategic Vision and Academic Plan. The VP, EIC is responsible for providing strategic leadership to key initiatives that advance EDI while fostering the development of an inclusive university culture. The Office of the VP, EIC was created in fiscal 2023-24.

Expense Type	FY 2024-25 (\$'000s)	FY 2023-24 (\$'000s)	Difference (\$'000s)
Salaries & Benefits	1,757	367	1,390
Travel & Professional Development	72	10	62
Supplies	29	5	24
Student awards, bursaries and donations	10	--	10
Fees & Services	369	135	234
Leases, property taxes, insurance	1	--	1
Totals	2,238	517	1,721

Office of the Vice President, External Affairs

The Vice President, External Affairs leads a department that promotes KPU's reputation as Canada's only polytechnic university, defined by inspiring educators, open and creative learning environments, and relevant scholarship and research. As a vital link between the university and its many external stakeholders, the department creates partnerships that advance KPU's mission, vision and values; broadly shares stories of student, faculty, alumni and research success; facilitates meaningful relationships with donors and community and industry partners who support student achievement; connects KPU with organizations and individuals in the university community for mutual benefit; fosters a culture of collaboration and philanthropy; and, promotes KPU's polytechnic advantage to the wider community.

Expense Type	FY 2024-25 (\$'000s)	FY 2023-24 (\$'000s)	Difference (\$'000s)
Salaries & Benefits	2,295	2,064	231
Travel & Professional Development	93	92	1
Supplies	58	58	--
Fees & Services	586	586	--
Facilities	6	6	--
Leases, property taxes, insurance	7	7	--
Totals	3,045	2,813	232

Office of the Chief Financial Officer

The Chief Financial Officer (CFO) is responsible for overseeing all financial aspects of the university, including financial policies, budgeting, operations, planning, and reporting, internal audit and business advisory services, procurement, and systems. The CFO ensures the university's fiscal health and compliance with financial regulations while supporting strategic decision-making to advance KPU's mission and goals. The CFO's budget portfolio also includes centralized budgets and adjustments.

Expense Type	FY 2024-25 (\$'000s)	FY 2023-24 (\$'000s)	Difference (\$'000s)
Salaries & Benefits	5,846	5,663	183
Travel & Professional Development	137	148	(11)
Supplies	12	271	(259)
Student awards, bursaries and donations	--	2,000	(2,000)
Fees & Services	12,366	14,783	(2,415)
Facilities	1,096	1,252	(156)
Leases, property taxes, insurance	16	16	--
Amortization of tangible capital assets	22,992	21,508	1,484
Budget contingency*	7,765	5,812	1,953
Totals	50,230	51,453	(1,221)

*reflects contingency for the overall budget for cost escalations and reduced revenues

Office of the Vice President, Human Resources

The Vice President ("VP"), Human Resources ("HR") oversees all aspects of HR management, including recruitment, training, benefits administration, and employee relations, as well as payroll. The VP, HR develops and implement policies and procedures to support KPU's workforce while ensuring compliance with relevant laws and regulations. Additionally, the VP, HR plays a crucial role in fostering a positive organizational culture and promoting diversity, equity, and inclusion initiatives across the KPU community.

Expense Type	FY 2024-25 (\$'000s)	FY 2023-24 (\$'000s)	Difference (\$'000s)
Salaries & Benefits	8,057	7,632	425
Travel & Professional Development	250	139	111
Supplies	51	44	7
Fees & Services	4,684	3,591	1,093
Facilities	168	110	58
Totals	13,210	11,516	1,694

Office of the Vice President, Students

The Vice President, Students, through oversight of the Office of the Registrar, Student Affairs and KPU International, supports students' academic, professional and personal goals throughout their time with the university.

Expense Type	FY 2024-25 (\$'000s)	FY 2023-24 (\$'000s)	Difference (\$'000s)
Salaries & Benefits	21,474	19,750	1,724
Travel & Professional Development	826	709	117
Supplies	179	158	21
Student awards, bursaries and donations	2,851	2,151	700
Fees & Services	1,503	802	701
Facilities	236	465	(229)
Leases, property taxes, insurance	7	13	(6)
Totals	27,076	24,048	3,028

KPU Communities Corporation ("KPUCC") and KPU Communities Trust ("KPUCT")

The purpose of the Trust is to create revenue generating opportunities to support academic endeavors and enhance student experience and well-being for the university. The KPU Communities Trust seeks to empower and inspire transformative change by building better and more sustainable communities, fostering meaningful engagement with the broader community, championing First Nations reconciliation, and creating comfortable and innovative spaces that seamlessly bridge the university with its neighbours.

Expense Type	FY 2024-25 (\$'000s)	FY 2023-24 (\$'000s)	Difference (\$'000s)
Salaries & Benefits	939	315	624
Fees & Services	552	200	352
Totals	1,491	515	976

Appendix 3 – Capital Budget

KPU’s budget also includes a capital component. The following table reflects KPU’s capital budget for FY 2024-25. Capital budgets may vary significantly from one year to another depending on established deferred maintenance, specific capital projects and replacement schedules.

Area	FY 2024-25 (\$'000s)	Purpose
Academic	680	Scheduled replacements of faculty equipment and budget for new small equipment
Equipment	277	Scheduled replacements of student and duty to accommodate equipment, and equipment for new employees
Facilities & Ancillary Services	3,000	Scheduled replacements of furniture and fixtures, deferred maintenance and annual capital allowance for emergency replacements
Information Technology	3,127	Scheduled replacements of laptops, desktops, AV equipment, and IT infrastructure
Construction / Renovations	634	Major renovations, including communications room re-cabling and upgrades, Richmond wheelchair ramp
Library	451	Annual refresh of Library physical and digital books
Priority Projects	1,150	Contingency budget for strategic priority capital projects and capital emergent needs
Total	9,319	

BOARD OF GOVERNORS - REGULAR MEETING

Agenda Number: 9.4

Meeting Date: June 26, 2024

Presenter(s): Brent Elliott

AGENDA TITLE: KPU COMMUNITIES TRUST LICENCE AGREEMENT

ACTION REQUESTED: Motion

RECOMMENDED RESOLUTION

THAT the Board of Governors approve the execution of a Licence Agreement between the KPU Communities Trust (KPUCT) and KPU, based on the terms and conditions provided in the report titled “KPU Communities Trust Licence Agreement”, dated June 7, 2024, for the term of July 1st, 2024 to June 30th, 2027, having determined that the licenced disposal will not affect the future delivery of educational programs, as recommended by the Board Finance Committee.

COMMITTEE REPORT

On June 18, 2024, the Board Finance Committee recommended that the Board of Governors approve the execution of a License Agreement between the KPU Communities Trust (KPUCT) and KPU, based on the terms and conditions provided in the report titled “KPU Communities trust License Agreement”, dated June 7, 2024, for the term of July 1, 2024 to June 30, 2027, having determined that the licensed disposal will not affect the future delivery of educational programs.

Context and Background:

KPU Communities Trust (KPUCT), a wholly owned subsidiary of KPU, was established on June 1, 2022, and has been operational since August 2, 2022. Guided by the KPU2050 Official Campus Plan, the overall goal of the KPUCT is to support the transformation of KPU's campuses into vibrant, sustainable, and inclusive spaces.

In doing so, KPUCT will work to deliver amenities and generate revenues that will be used to support KPU's teaching and learning mandate. KPUCT seeks to prioritize reconciliation with Indigenous communities, and advance sustainability, placemaking, and resilience in its future development projects.

Over the past months, the KPUCT administrative structures have been established and work to prepare an application to the Ministry of Post-Secondary Education and Future Skills seeking Ministerial approval on an agreement to lease portions of KPU's campuses and other lands is ongoing. The Board

of KPUCT currently consists of two members, the Independent Board Chair, Gordon Harris, and Peter Smailes, the Vice President Administration at KPU.

Discussion:

KPU and the KPUCT have been in conversations to licence office space on the 9th floor at KPU Civic Plaza for their first premises. The terms and conditions of this new licence include:

- A three-year term, starting July 1, 2024 and expiring June 30, 2027;
- The term may be extended twice for 1-year each, subject to the mutual agreement between the KPU and the KPUCT;
- The KPUCT will occupy open office #907 and breakout space #906 on the 9th floor of the KPU Civic Plaza campus. The total licenced area is 646 sq. ft., with 538 sq. ft. for open office #907 and 108 sq. ft. for breakout space #906;
- KPUCT is a for-profit organization and a separate business entity from KPU and as such, a market-oriented licence fee is proposed. The licence fee is structured as follows:
 - For the first year: \$36 per square foot per year, plus a 5% management fee;
 - For the second year: The Year 1 rate, adjusted for the Consumer Price Index (CPI), plus a 5% management fee;
 - For the third year: The Year 2 rate, adjusted for the Consumer Price Index (CPI), plus a 5% management fee.
- Additional fees are also charged to KPUCT on a proportional basis to recoup KPU's costs associated with the provision of security, utilities, property taxes, etc.
- KPUCT must obtain Commercial General Liability Insurance with a minimum \$5,000,000 coverage for bodily injury, death, and property damage, including contractual and cross-liability clauses. Additionally, the Licensee needs 'All Risks Property Insurance' covering merchandise, fixtures, improvements, and business interruption, as well as 'Boiler and Machinery Insurance' for equipment like boilers and air conditioning, and 'Business Interruption Insurance' for loss of earnings due to insured events. Proof of insurance must be provided 10 days before the policy starts and renews.
- KPUCT indemnifies KPU against any liabilities arising from the KPUCT's breaches, property damage, and injuries caused by the Licensee's negligence.
- The KPUCT will not have access to KPU's communication rooms or the server room on the 7th floor at Civic Plaza and will provide their own WiFi services.

Next Steps:

In terms of next steps, and with the Board of Governor's approval, CCP will finalize the Licence Agreement, and seek University College and Institute Protection Program (UCIPP) approval.

Key Messages:

1. The Licence Agreement between KPU Communities Trust (KPUCT) and KPU, commencing on July 1, 2024, and expiring on June 30, 2027, will provide the KPUCT operations with their first premises.
2. KPUCT operates as a for-profit organization and is a distinct business entity from KPU, which justifies the application of market licence rates. However, as a subsidiary of KPU, a lease of university space is appropriate.
3. The KPUCT aims to deliver amenities and generate revenues to support KPU's teaching and learning mandate.
4. At the time of writing this report, this license is still under review by the University College and Institute Protection Program (UCIPP).

Resource Requirements:

Approval from the Board Finance Committee and the KPU Board of Governors is needed to enter into the Licence Agreement for a term of July 1st, 2024 to June 30th, 2027.

Implications/Risks:

The licenced use of the space within KPU's Civic Plaza campus generates a consistent annual source of revenue for KPU and allows for the long-term planning for the campus, including the 9th floor, to continue to proceed. As a subsidiary of KPU, the KPUCT represents a very low risk tenant.

Consultations:

Consultations were completed with KPU's Organizational Risk Management, Information Technology, General Counsel, and an external legal consultant.

Attachments:

None.

Submitted By:

Zarine Mistry, DBM, Campus & Community Planning
Brent Elliott, AVP, Campus & Community Planning
Peter Smailes, VP, Administration

Date Submitted:

June 20, 2024

OFFICE LICENSE AGREEMENT

BETWEEN:

KWANTLEN POLYTECHNIC UNIVERSITY

(as Licensor)

OF THE FIRST PART

AND:

**KPU COMMUNITIES CORPORATION, AS TRUSTEE OF THE
KPU COMMUNITIES TRUST**

(as Licensee)

OF THE SECOND PART

TABLE OF CONTENTS

ARTICLE 1 DEFINITIONS AND INTERPRETATION	8
1.1 Definitions	8
1.2 References	13
1.3 Currency	14
1.4 Interpretation and Governing Law	14
1.5 Partial Invalidity	14
1.6 Time of Essence	14
1.7 Schedules	14
1.8 Joint and Several	14
1.9 Number and Gender	14
ARTICLE 2 CONSTRUCTION AND FIXTURING OF PREMISES	14
2.1 Lessor's Work and Licensee's Work.....	14
2.2 Completion of Lessor's Work.....	15
2.3 Completion of Premises.....	15
2.4 Licensee's Work	15
2.5 As Is/Where Is	15
ARTICLE 3 GRANT OF LICENSE.....	15
3.1 Grant	15
3.2 Term	16
3.3 Non-Disturbance	16
3.4 Acceptance of Premises	16
ARTICLE 4 RENT	16
4.1 Minimum License Fee	16
4.2 Calculation of Areas	17
4.3 Additional Fees	17
4.4 Payment of Usage Fees.....	17
4.5 Deposit	17
ARTICLE 5 TRIPLE NET	17
5.1 Net License.....	17
ARTICLE 6 OPERATING COSTS	18
6.1 Payment of the Licensee's Proportionate Share	18
6.2 Operating Cost Statements.....	18
6.3 Review of Additional Fees.....	18
6.4 Operating Costs.....	18
6.5 Janitorial and Security.....	18

ARTICLE 7 TAXES	19
7.1 Real Property Taxes	19
7.2 Other Taxes Payable by the Licensee	19
7.3 Sales Taxes	19
ARTICLE 8 UTILITY CHARGES	19
8.1 Utility Charges	19
ARTICLE 9 PARKING AND USE OF COMMON AREAS AND FACILITIES	20
9.1 Licensor's Control	20
9.2 Access	21
9.3 Parking	21
9.4 Shared Development Facilities and Reciprocal Easement Agreement	21
ARTICLE 10 USE OF PREMISES	21
10.1 Use of Premises	21
10.2 Continuous Occupancy	22
10.3 Energy Conservation	22
10.4 Pipes and Conduits	22
10.5 Solicitation of Business	23
10.6 Storage	23
ARTICLE 11 LICENSEE'S SIGNAGE	23
11.1 Signage	23
11.2 General	23
ARTICLE 12 MAINTENANCE AND REPAIR	23
12.1 Licensee's Responsibilities	23
12.2 Licensor's Examination of Premises	24
12.3 Repairs by Designated Tradespeople	24
12.4 Licensee's Failure to Repair	24
12.5 Heating, Ventilating and Air-Conditioning Equipment	25
12.6 Licensor's Responsibilities	25
12.7 Cost of Repair of Common Areas and Facilities Where the Licensee at Fault	25
ARTICLE 13 INSURANCE AND INDEMNITY	25
13.1 Licensee's Insurance	25
13.2 Licensor's Insurance	27
13.3 Increase in Insurance Premiums	27
13.4 Cancellation of Insurance	27
13.5 Indemnification of the Licensor	28
13.6 Loss and Damage	28
13.7 Licensee's Contractor's Insurance	29
13.8 Survival of Covenants and Released Persons	29

ARTICLE 14 ASSIGNMENT AND SUBLETTING	30
14.1 Consent Required	30
14.2 Conditions of Consent.....	30
14.3 Control of Corporation.....	30
Intentionally deleted.....	30
14.4 No Bulk Sale	30
14.5 No Release	31
14.6 Excess Fees.....	31
14.7 No Waiver	31
ARTICLE 15 WASTE, GOVERNMENTAL REGULATION, HAZARDOUS SUBSTANCES	31
15.1 Waste or Nuisance	31
15.2 Governmental Regulations	31
15.3 Observance of Law.....	31
15.4 Hazardous Substances	31
ARTICLE 16 CHANGES AND ADDITIONS TO ASP.....	33
16.1 Changes and Additions to Buildings.....	33
16.2 Easements and Rights of Way.....	33
ARTICLE 17 LICENSEE’S FIXTURES AND ALTERATIONS.....	33
17.1 Installation by the Licensee	33
17.2 Removal of Licensee’s Alterations and Trade Fixtures	34
17.3 Not to Overload Floors.....	34
17.4 Licensee Shall Discharge all Liens	34
ARTICLE 18 DAMAGE AND DESTRUCTION	35
18.1 Total or Partial Destruction.....	35
18.2 Termination.....	35
18.3 Notice by the Licensee	35
18.4 Notice of Repair and Reconstruction.....	35
ARTICLE 19 EXPROPRIATION	35
19.1 Expropriation	35
ARTICLE 20 DEFAULT OF THE LICENSEE	36
20.1 Interest and Costs	36
20.2 Licensor’s Right to Perform Covenants.....	36
20.3 Events of Default.....	36
20.4 Waiver of Exemption and Redemption	37
20.5 Surrender	38
20.6 Right of Licensor to Re-license.....	38
20.7 Payments	38
20.8 Remedies Cumulative	39

ARTICLE 21 TRANSFERS BY LANDLORD	39
21.1 Sales, Conveyance and Assignment	39
ARTICLE 22 STATUS STATEMENT, ATTORNMENT, SUBORDINATION	39
22.1 Sale or Financing of ASP	39
22.2 Status Statement	40
22.3 Attornment	40
22.4 Subordination	40
22.5 Licensee Information	41
ARTICLE 23 MISCELLANEOUS	41
23.1 Compliance with Laws	41
23.2 Licensor's Access	41
23.3 Rules and Regulations	41
23.4 No Tacit Renewal	42
23.5 Successors	42
23.6 Force Majeure	42
23.7 Notices	42
23.8 No Partnership	43
23.9 No Waiver	43
23.10 Entire Agreement	43
23.11 Relocation	43
23.12 Freedom of Information	43
ARTICLE 24 INDEMNIFIER	43
SCHEDULE A LEGAL DESCRIPTION OF ASP	45
SCHEDULE B LOCATION OF PREMISES	46
SCHEDULE C DESCRIPTION OF LICENSOR AND LICENSEE WORK	47
SCHEDULE D RULES AND REGULATIONS	48
SCHEDULE E ADDITIONAL TERMS AND CONDITIONS	51
SCHEDULE F PROHIBITED USES	53

THIS LICENSE made as of July 1, 2024.

BETWEEN:

KWANTLEN POLYTECHNIC UNIVERSITY

(as Licensors)

OF THE FIRST PART

AND:

**KPU COMMUNITIES CORPORATION, AS TRUSTEE OF THE
KPU COMMUNITIES TRUST**

(as Licensee)

OF THE SECOND PART

In consideration of the fees, covenants and agreements set forth in this License, the Licensee and the Indemnifier, if any, hereby covenant and agree as follows:

SUMMARY OF LICENSE PROVISIONS

The following Summary of License Provisions is attached to and forms a part of this License:

- | | | |
|-----|----------------|--|
| (a) | Licensors: | Kwantlen Polytechnic University |
| (b) | Licensee: | KPU Communities Corporation, in its capacity as trustee of the KPU Communities Trust, located at the Premises |
| (c) | Indemnifier: | Intentionally Deleted. |
| (d) | Development: | 3 Civic Plaza located in the City of Surrey on lands located at #1501-5105 1395 Central Avenue, 13475 Central Avenue, 13485 Central Avenue, #101-105 10305 City Parkway and 13483 Central Avenue |
| (e) | Premises: | Open Office #907 and the Breakout Space #906, as shown on Schedule B and with the civic address set out in Schedule B |
| (f) | Rentable Area: | 646 sq. ft as follows:

(i) Open Office #907: 538 sq. ft.

(ii) Breakout Space #906: 108sq. ft. |

in the configuration generally as shown on Schedule B (subject to Section 4.2).

- (g) Term: Three (3) years (subject to Section 3.2), plus the balance of the calendar month if the Commencement Date occurs on a day other than the first day of the month.
- (h) Commencement Date: The Term will commence on July 1, 2024 subject to Section 2.2.
- (i) Fixturing Period: Intentionally Deleted
- (j) Minimum License Fee and estimated Additional Fees:
- | Minimum License Fee | | | | |
|----------------------------|--|--|---|--|
| License Year | Rate per sq. ft. of Rentable Area per annum | Annual Minimum License Fee | License Fee Monthly Installment | Monthly Instalment of Estimated Additional Fees |
| 1 | \$36 ("Licence Year 1 Rate") | \$23,256.00 | \$1,938 | \$1,938+ 5% Management Fee |
| 2 | Licence Year 1 Rate + CPI ("License Year 2 Rate") | (License Year 1 Rate + CPI) x 646 sq. ft | 1/12 of the Year 2 Annual Minimum License Fee | 1/12 of the total Additional Fees for Lease Year 1 + CPI + 5% Management Fee |
| 3 | License Year 2 Rate + CPI | (License Year 2 Rate + CPI) x 646 sq. ft | 1/12 of the Year 3 Annual Minimum License Fee | 1/12 of the total Additional Fees for Lease Year 2 + CPI + 5% Management Fee |
- (k) Deposit: (i) Nil
- (l) Permitted Use: Solely for general office purposes and for no other business or purpose.
- (m) Option to Renew: Two (2) renewal terms of one (1) year each (subject to Schedule E).
- (n) BOMA Standard Intentionally Deleted

Each reference in this License to any of the above described basic terms will be interpreted to include the above provisions and all of the additional terms and conditions of the applicable Sections of this License where such basic terms are referred to.

ARTICLE 1
DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this License:

- (a) “Additional Fees” means all money or charges which the Licensee is required to pay under this License, other than the Minimum License Fee, whether or not designated as “Additional Fees” and whether or not payable to the Licensor or third parties;
- (b) “Applicable Laws” means statutes, regulations, orders, rules, notices, policies, guidelines, codes, certificates of authorization, permits or directives and other requirements of a government or quasi-governmental authority with jurisdiction over any matter;
- (c) “ASP” means the lands described in Schedule A and includes the improvements, facilities, air rights and underground, walkways and easements and appurtenances, from time to time, located thereon or therein or contiguous thereto or for the benefit thereof, including, without limitation, the Common Area and Facilities;
- (d) “BOMA Standard” means the standard method for measuring floor area in retail buildings as sanctioned by the ASP Owners and Managers Association International which is set out in paragraph (n) of the License Summary or such other standard sanctioned by the ASP Owners & Managers Association International that the Licensor elects to use from time to time;
- (e) “Building Utility Costs” means the costs of operating, maintaining, monitoring, insuring, repairing and replacing the district energy system payable by the Licensor pursuant to any agreement that the Licensor is a party to with respect to the district energy system which provides utilities and services for the Project;
- (f) “Capital Tax” means that portion of:
 - (i) any tax or other imposition that is imposed under Part I.3 of the Income Tax Act, S.C. 1970 - 71 - 72, c.63, as amended from time to time, or successor legislation;
 - (ii) any tax or other imposition that is imposed under the Corporation Capital Tax Act, S.B.C. 1992, c.4, as amended from time to time, or successor legislation; and
 - (iii) any similar or different tax or other imposition that is imposed by law or lawful authority and is in whole or in part payable by reason of, measured by or based upon the assets, capital, indebtedness, reserves, retained earnings or surplus of the owner of the ASP (but not the income of the owner);
- (g) “Commencement Date” means the date set out in or determined pursuant to paragraph (h) of the License Summary;
- (h) “Common Areas and Facilities” means all the areas, facilities, utilities, improvements, equipment and installations in the ASP that, from time to time, are not leased or set aside

for leasing/licensing by the Licensor to tenants/occupants of the ASP or for use by the Licensor as University facilities, or which are designated from time to time as Common Areas and Facilities by the Licensor (provided the Licensor shall not be entitled to designate as Common Areas and Facilities rentable premises) and area, facilities, utilities, improvements, equipment and installations outside the ASP that serve the ASP (or any part of it) and are designated by the Licensor from time to time as part of the Common Areas and Facilities. The Common Areas and Facilities include, without limitation, all exterior weather walls, roofs, exterior and interior structural elements and bearing walls in the ASPs and improvements comprising the ASP portion of the ASP, columns, pipes, electrical, drainage, mechanical, and all other installations, equipment or services located therein or related thereto, entrances to and exits from the ASP, storage rooms, malls, courts, customer and service ramps, fire detection and fire prevention services, stairways, equipment, apparatus, canopies, and signs together with all other areas and facilities which are provided or designated from time to time by the Licensor for the use by or benefit of the Licensee, its employees, customers and other invitees in common with others entitled to the use or benefit of such areas and facilities in the manner and for the purpose permitted by this License;

- (i) "Common Use Agreement" has the meaning ascribed to it in Section 10.6;
- (j) "Cost of HVAC" means the total, without duplication, of the expenses incurred by the Licensor for the operation, maintenance, monitoring, insuring, repairing and replacing HVAC System for the ASP;
- (k) "CPI" means the annual average Consumer Price Index for British Columbia, published by Statistics Canada;
- (l) "Deposit" means collectively the Fee Deposit and the Security Deposit;
- (m) "Development" means the mixed use development known as "3 Civic Plaza" on the lands in the City of Surrey, comprised of the ASP, a commercial portion, a residential portion and a parking portion, as they are altered, reduced or expanded from time to time, together with the ASPs, improvements and facilities established as at the Commencement Date and as subsequently added from time to time;
- (n) "Fee Deposit" has the meaning set forth in subparagraph (k)(ii) of the License Summary;
- (o) "Fixturing Period" means a period as set out in or determined pursuant to paragraph (i) of the License Summary;
- (p) "Hazardous Substances" means any explosives, radioactive materials, asbestos materials, urea formaldehyde, chlorobiphenyls (PCB's), hydrocarbon contaminants, underground or above ground tanks, pollutants, contaminants, dangerous substances or goods, hazardous, corrosive or toxic substances, special waste or waste of any kind, or any other substance the storage, use or other dealing of which is prohibited or controlled under any statute, regulation, bylaw or other lawful requirement of any governmental authority with respect to the environment, health or occupational health and safety, product liability or transportation of dangerous goods, including the principles of common law and equity;

- (q) "Licensee's Proportionate Share" means 7.59%;
- (r) "Licensee's Work" means any work by the Licensee to the Premises in addition to the Licensors Work;
- (s) "Licensor's Work" is as defined in Schedule C;
- (t) "License Summary" means the initial provisions of this License set out on pages 1 and 2 headed "Summary of License Provisions";
- (u) "License Year" means a twelve (12) month period commencing with the 1st day of January in one calendar year and ending on the last day of December in that calendar year provided that the first License Year shall commence on the Commencement Date of the Term and end on the last day of December in the calendar year of the Commencement Date of the Term and the last License Year shall end on the last day of the Term of this License and commence on the 1st day of January preceding that date. Notwithstanding the foregoing, the Licensor may (from time to time) by notice to the Licensee specify i) a date on which the then current License Year will terminate (which date may precede such notice) and ii) the date on which such License Year and subsequent years shall expire. The Licensor will not change the License Year if its sole purpose is to increase Premises Usage Fees, nor will it change a License Year to shorten the Term;
- (v) "Management Fee" means an administrative and supervisory fee, being an agreed pre-estimate of the overhead expenses of the Licensor which are not reasonably capable of being allocated or directly attributed to the maintenance, operation, supervision or administration of the ASP, equal to five percent (5%) of the aggregate of the Minimum License Fee, Licensee's Proportionate Share of Operating Costs and Licensee's Proportionate Share of Real Property Taxes, payable by the Licensee under this License;
- (w) "Minimum License Fee" means the amounts payable by the Licensee pursuant to Section 4.1 and more particularly set out in paragraph (j) of the License Summary;
- (x) "Mortgagee" means the holder of a mortgage or charge on or in respect of the ASP or any part of them, including all renewals, modifications, consolidations, replacements and extensions of such mortgage or charge;
- (y) "Operating Costs" means the total of all expenses, costs, fees, rentals, disbursements and outlays of every nature and kind incurred, accrued, paid, payable or attributable, whether by or on behalf of the Licensor, without duplication, for operating, maintaining, servicing, repairing, restoring, improving, equipping, insuring, cleaning, lighting, securing, policing, supervising, managing and administering the ASP or any portion thereof including, without limitation, the Common Areas and Facilities, in each License Year, including, without limiting the generality of the foregoing, the following costs and expenses:
 - (i) the total annual costs of insurance carried by the Licensor from time to time to insure the lands, buildings, improvements, equipment and other property in or forming part of the ASP including costs and expenses from deductibles;

- (ii) cleaning, garbage and waste collection and disposal, pest control, lamp standard maintenance, seasonal decorating and supervision of the ASP and the Common Areas and Facilities;
- (iii) electricity for signs that are part of the Common Areas and Facilities and the cost of all gas, oil, power, electricity, water, sewer, communication utilities and all other utilities and services (including Building Utility Costs) supplied to or required in connection with the Common Areas and Facilities;
- (iv) policing, security alarm services, supervision and traffic control;
- (v) salaries of personnel, including management and other supervisory personnel, employed in the operation of the ASP, including contributions and premiums for fringe benefits, unemployment insurance, and workers compensation insurance, pension plan contributions and similar premiums and contributions, and office supplies and equipment and uniforms;
- (vi) equipment, supplies, rental of equipment and signs, the cost of energy conservation equipment and the cost of building supplies used by the Licensor in the maintenance, repair and replacement of the Common Areas and Facilities and ASP;
- (vii) depreciation or amortization of the costs, including repair and replacement, of the maintenance, cleaning and operating equipment and master utility meters and all other fixtures, equipment and facilities that are part of the Common Areas and Facilities, including, but not limited to, energy conservation equipment, and all other fixtures, equipment and facilities added for the greater comfort and convenience of the public or the tenants/occupants except to the extent those costs are charged fully in the financial year in which they are incurred, all in accordance with sound accounting principles;
- (viii) amortization of the cost of the installation of items which are primarily for the purposes of reducing Operating Costs or which may be required by governmental authority. Such costs shall be amortized over the reasonable life of the items, with the reasonable life and amortization schedule as reasonably determined by the Licensor and interest calculated at two percentage points above the rate of interest per annum from time to time publicly quoted by the branch of any Canadian chartered bank designated by the Licensor as its reference rate of interest (commonly known as its "prime rate") used by its determined rates of interest chargeable in Vancouver on Canadian dollar demand loans to its commercial customers, upon the undepreciated or unamortized part of the costs referred to above;
- (ix) auditing, accounting, bookkeeping, legal and other professional and consulting fees and disbursements and all costs and expenses, not otherwise expressly excluded herein and in the License attributable to the maintenance, insurance, operation, management, supervision and administration of the ASP;
- (x) the costs of repairing, replacing and maintaining the ASP, including without limitation the Common Areas and Facilities and any portion of the roof of the ASP;

- (xi) Capital Taxes imposed upon the Licensor or the owner of the ASP, computed as if the amount of such tax were that amount due if the ASP were the only real property of the Licensor;
- (xii) all amounts payable by the Licensor in connection with any Shared Development Facility or with any easement agreements which benefit the ASP including the Reciprocal Easement Agreement or any similar lot owners' association agreements for the Development or portions thereof, including without limitation, any management fees and property taxes payable under such agreements;
- (xiii) all costs of supplies and equipment required for the administration and management of the ASP;
- (xiv) Cost of HVAC;
- (xv) the Building Utility Costs; and
- (xvi) other costs and expenses not otherwise expressly excluded, which are attributable to the operation, maintenance, servicing, repair, restoration, improvement, inspection, supervision or administration of the ASP and Common Areas and Facilities.

From the total of Operating Costs there shall be deducted:

- (xvii) net recoveries that reduce the expenses incurred by the Licensor in operating and maintaining the ASP and the Common Areas and Facilities, received by the Licensor from tenants/occupants as a result of any act, omission, default or negligence of tenants/occupants or as the result of breaches by tenants/occupants of the provisions in their occupancy agreement (but not recoveries from tenants/occupants under clauses similar to this definition of "Operating Costs"); and
- (xviii) net proceeds from insurance policies taken out by the Licensor, to the extent that the proceeds relate to the costs and expenses incurred in the maintenance and operation of the ASP and the Common Areas and Facilities; and

together with all other sums of money, whether or not designated as Additional Fees, to be paid by the Licensee whether to the Licensor or otherwise under this License save and except the Minimum License Fee;

- (z) "Premises" means those premises, now or hereafter to be erected as part of the ASP, having a Rentable Area set out in paragraph (f) of the License Summary, the boundaries and location of which are shown outlined with a heavy line on the site plan attached as Schedule B. If the Premises are entirely self-enclosed, the boundaries extend (i) to the limits from which the Rentable Area of the Premises is measured, and (ii) from the top surface of the structural subfloor to the bottom surface of the structural ceiling. If the Premises have no structural ceiling abutting the demising walls and are open to the ceiling or the bottom surface of the structural ceiling of the ASP, the boundaries of the Premises extend from the top surface of the structural subfloor to the height of the demising walls;

- (aa) "Premises Usage Fees" means the aggregate of all amounts, charges and expenses payable by the Licensee pursuant to this License;
- (bb) "Real Property Taxes" means all real property, sewer, municipal and other property taxes, rates, levies, duties and assessments whatsoever (including local improvement rates and assessments) whether general or special, of any nature whatsoever, including school and local improvement taxes and rates, levied or assessed by any lawful authority against the lands, buildings and improvements from time to time forming part of the ASP or against the Licensor on account of its ownership thereof, together with the costs of the Licensor in contesting or negotiating the same, and any and all taxes which may, in future, be levied in lieu thereof;
- (cc) "Reciprocal Easement Agreement" means any easement or other agreements to which the Licensor is party which provide, inter alia, for the provision, maintenance, management, operation and use of any Shared Development Facilities and the allocation of costs with respect to same among the components of the Development;
- (dd) "Rentable Area" of any premises in the ASP means the floor area expressed in square feet of such premises as set out in the survey provided by the Licensor to the Licensee prior to the Commencement Date;
- (ee) "Sales Taxes" means any and all goods and service taxes, sales taxes, value added taxes, business transfer taxes or any other taxes imposed on the Licensor with respect to Premises Usage Fees payable by the Licensee to the Licensor under this License, or in respect of the rental of space under this License whether characterized as a goods and services tax, harmonized sales tax, sales tax, value added tax, business transfer tax or otherwise;
- (ff) "Security Deposit" has the meaning set forth in subparagraph (k)(i) of the License Summary;
- (gg) "Shared Development Facility" means any improvements, buildings, amenity or other facilities which form part of the Development or which are appurtenant thereto and the use of which is shared by the ASP or other parts of the Development as contemplated by the terms of any reciprocal easement and support agreement or any other easement and agreement entered into by the Licensor or the developer of the Development relating to the sharing of facilities and amenities or costs with the Development, including but not limited to internal roadways, landscaped areas, irrigation systems, pedestrian sidewalks and walkways, elevators, mechanical systems, signage, lighting, equipment, apparatus, canopies, and signage; and
- (hh) "Term" means the term specified in paragraph (g) of the License Summary and Section 3.2.

1.2 References

All references in this License to schedules, articles, sections and other subdivisions refer to the corresponding schedules, articles, sections and other subdivisions of this License and the words "herein", "hereof", "hereby", "hereunder" and the words of similar import refer to this License as a whole and not to a particular article, section or subdivision of this License.

1.3 Currency

All dollar amounts referred to in this License are in Canadian funds.

1.4 Interpretation and Governing Law

The captions, headings, section numbers, article numbers, and table of contents appearing in this License are inserted only as a matter of convenience for reference only and in no way define, limit, enlarge, construe or describe the scope, meaning or intent of the articles or sections of this License or any of its provisions. This License shall be interpreted and governed by the laws of the Province of British Columbia and the applicable laws of Canada.

1.5 Partial Invalidity

If a term, covenant or condition of this License or the application thereof to any person or circumstance is held invalid or unenforceable to any extent, the ASP of this License, or the application of the term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant and condition of this License shall be valid and enforceable to the fullest extent permitted by law.

1.6 Time of Essence

Time is of the essence of this License.

1.7 Schedules

All Schedules attached to this License are incorporated into and form part of this License.

1.8 Joint and Several

If this License is executed by more than one party as Licensee, the Licensee's obligations hereunder shall be joint and several obligations of such parties.

1.9 Number and Gender

All references to any party to this License shall be read with such changes to number and gender as the context or reference to the parties may require.

ARTICLE 2

CONSTRUCTION AND FIXTURING OF PREMISES

2.1 Licensor's Work and Licensee's Work

The Licensee acknowledges that it has entered into this License on the express understanding that the Licensor's Work in the Premises is limited to the scope of construction described as Licensor's Work in Schedule C. The Licensee will complete or cause to be completed the Licensee's Work, provided no such work will be commenced by the Licensee until architectural or engineering plans and specifications relating to the Licensee's Work have been supplied to the Licensor and approved by it in writing.

2.2 Completion of Lessor's Work

If the Premises or any part of them are not ready for occupancy as determined by the Lessor on a date that will allow the Licensee to complete the Licensee's Work in accordance with the provisions of this License on or before the Commencement Date by reason of the fact that the Premises are not in a condition that will allow the Licensee's Work to be commenced, the License will not be void or voidable and the Licensee will not have any claims for any losses or damages, no matter how the delay has been caused; however, the Commencement Date will be postponed by the length of such delay. The Licensee will not be entitled to any abatement of Premises Usage Fees for any delay in occupancy due to the Licensee's failure or delay to provide plans or to complete any special installations or other work required for its purposes or due to any other reason, nor will the Licensee be entitled to any abatement of Premises Usage Fees for any delay in occupancy if the Lessor has been unable to complete construction of the Premises by reason of such failure or delay by the Licensee. Notwithstanding any postponement in the Commencement Date, the expiry date of this License will remain unchanged.

2.3 Completion of Premises

Intentionally Deleted.

2.4 Licensee's Work

All work or equipment, other than those items specifically enumerated as Lessor's Work, will be performed and supplied by the Licensee at its own cost and expense, and the Licensee will, in accordance with the procedures set out in Schedule C and subject to obtaining the consent of the Lessor as provided for in this License, fully equip the Premises with all modern and first class trade equipment, lighting fixtures, furniture, operating equipment, furnishings, fixtures, floor coverings, heating, ventilating, and air-conditioning equipment and any other equipment necessary for the proper operation of the Licensee's business and such installation will be completed without damage to the structure of the Premises or to the heating, ventilating, air-conditioning, sprinkler, plumbing, electrical, and other mechanical systems of the ASP.

2.5 As Is/Where Is

If the Premises have been previously fixtured and improved by the Lessor or a prior tenant/occupant, the Licensee acknowledges that, notwithstanding the provisions of Schedule C, it has accepted the Premises on an "as is/where is" basis, and that the cost of any renovations, improvements, or fixturing required by the Licensee will be payable by the Licensee. The Licensee agrees to submit to the Lessor for approval the drawings and specifications relating to any such further Licensee's Work as specified in Schedule C to this License, and the Licensee further agrees that all further work carried out by the Licensee in the Premises will be pursuant to this License, including, without limitation, the provisions of Schedule C.

ARTICLE 3 GRANT OF LICENSE

3.1 Grant

The Lessor hereby grants a non-exclusive license to the Premises to the Licensee for the Term, subject to the terms and conditions of this License.

3.2 Term

The Licensee shall have access to the Premises for and during the Term commencing on the Commencement Date.

The Licensee may not use the Premises or any part thereof before the Fixturing Period except with the Licensors prior written consent and only on the terms and conditions of this License and any default arising during such occupancy shall be a default under this License. For the purposes of this Section 3.2, the Licensee shall be deemed to continue to carry on business with the public from the date on which it commences to do so until the Commencement Date. The Licensors shall not be liable to the Licensee for any loss, damage or inconvenience resulting from any delay in delivering possession of the Premises to the Licensee.

3.3 Non-Disturbance

If the Licensee performs its obligations under this License, the Licensee will not be disturbed in its use and access of the Premises for the Term, subject to the terms, covenants and conditions of this License. For greater certainty, this License does not grant the Licensee exclusive use and possession of the Premises, and does not transfer to the Licensee any legal interest in land.

3.4 Acceptance of Premises

The Licensee has examined the Premises and accessing the Premises on the Commencement Date shall be conclusive evidence as against the Licensee that at the Commencement Date the Premises were in good order and satisfactory condition. The Licensee agrees that there is no promise, representation or undertaking by or binding upon the Licensors with respect to any alteration, remodelling or decorating of or installation of equipment or fixtures in the Premises except such (if any) as is expressly set forth in this License and that in the case of any such express provision then, unless the same provides for completion of the alteration, remodelling or decoration, or any such installation after the Licensee taking possession hereunder, such taking of possession shall constitute conclusive evidence as against the Licensee that the said alteration, remodelling or decorating or installation of equipment or fixtures, has been satisfactorily completed. The certificate of the Licensors architect confirming that the Licensors has fulfilled the Licensors obligations in respect to the Premises shall bind the parties in any event.

ARTICLE 4

RENT

4.1 Minimum License Fee

The Licensee shall pay, without any prior demand and without any deduction, abatement or set-off whatsoever, as fixed annual Minimum License Fee the amounts set out in paragraph (j) of the License Summary. The Minimum License Fee will be payable in monthly instalments on the first day of each month during the Term.

If the Commencement Date is other than the first day of a calendar month, Minimum License Fee for the number of days in the period commencing on the Commencement Date and ending on the last day of the month in which the Commencement Date occurs shall be paid on the Commencement Date, pro-rated at the annual rate payable for the first year of the Term on the basis of the number of days in such period.

4.2 Calculation of Areas

Intentionally Deleted.

4.3 Additional Fees

The Licensee shall pay, as Additional Fees, without prior demand thereof (except as provided in this License) and without any deduction, abatement or set off whatsoever:

- (a) the Management Fee;
- (b) the Licensee's Proportionate Share of Operating Costs for each License Year, which shall be payable in the manner and at the times set forth in Article 6;
- (c) if applicable, the Licensee's Proportionate Share of Real Property Taxes for each License Year, which shall be payable in the manner and at the times set forth in Article 7;
- (d) if the Licensee elects for the Licensor to provide janitorial services and/or security services for the Premises, the costs of such services;
- (e) those costs which directly relate to the Licensee's use of the Premises to the extent not included in Operating Costs which include costs, charges or expenses for water, garbage collection, Building Utility Costs, and any other like service rendered to the Premises for the benefit of the Licensee and paid by the Licensor; and
- (f) any other money required to be paid by the Licensee under this License, whether or not the same be designated as "Additional Fees" or whether the same be paid to the Licensor or to third parties.

4.4 Payment of Usage Fees

All payments of Premises Usage Fees due to the Licensor shall be made by way of an automatic debiting system by which payments are deducted from the Licensee's bank account and credited to the Licensor, all at the Licensee's cost. Otherwise, the Licensee will pay Premises Usage Fees to the Licensor at the address of the Licensor set forth on page 1, or to such other person or at such other address as the Licensor may from time to time designate in writing.

4.5 Deposit

Intentionally Deleted.

ARTICLE 5 **TRIPLE NET**

5.1 Net License

This License is a completely carefree and net for the Licensor. Except as shall be otherwise provided in the specific provisions contained in this License, the Licensor shall not be responsible during the Term for any costs, charges, expenses and outlays of any nature whatsoever arising from or relating to the Premises, their use or the contents thereof, excepting only the Licensor's income tax in respect of income received from leasing the Premises, and the Licensee, except as shall be otherwise provided in the specific

provisions contained in the License, shall pay all charges, impositions and costs of every nature and kind relating to the Premises and/or the ASP whether or not referenced to herein and whether or not within the contemplation of the Licensors and the Licensee.

ARTICLE 6

OPERATING COSTS

6.1 Payment of the Licensee's Proportionate Share

The Licensors shall estimate the amount of the Operating Costs for each License Year or other period as the Licensors may determine and the Licensee shall pay to the Licensors the estimated Licensee's Proportionate Share of estimated Operating Costs in monthly instalments in advance during such period together with the monthly instalments of the Minimum License Fee.

6.2 Operating Cost Statements

Unless delayed by causes beyond the Licensors's reasonable control, the Licensors shall deliver to the Licensee, within one hundred twenty (120) days after the end of each License Year, a written statement (the "Statement") setting forth the amount of the Licensee's Proportionate Share of Operating Costs for such License Year. If the aggregate of the monthly instalments actually paid by the Licensee for the License Year is different than the actual amount of the Licensee's Proportionate Share of Operating Costs payable by the Licensee for such License Year, then, within thirty (30) days after the date of delivery of the Statement, the Licensee shall pay to the Licensors or the Licensors shall credit to the Licensee the difference (as the case may be), except that the Licensors may deduct any Premises Usage Fees which the Licensee then owes to the Licensors.

6.3 Review of Additional Fees

No party may claim a re-adjustment in respect of any Additional Fees whether paid or payable in instalments or otherwise, if based on any error of estimation, allocation, calculation or computation, unless claimed in writing within two (2) years after the end of the License Year within which such Additional Fees accrued.

6.4 Operating Costs

For greater certainty, the Licensors shall not be obligated to do or undertake any of the actions described in the definition of Operating Costs contained in Section 1.1(u) except as otherwise specifically required elsewhere in the License, and the doing or undertaking by the Licensors of any of the actions described in that definition shall not in any manner whatsoever restrict or limit any of the Licensee's covenants contained in this License.

6.5 Janitorial and Security

The Licensee acknowledges and agrees that the Licensors will not be providing any janitorial or security services with respect to the Premises and the Licensors will not charge the Licensee as part of Operating Costs any janitorial or security services related solely to the Premises. At the Licensee's option, the Licensors will provide janitorial and/or security services to the Premises, in which case such costs will be payable by the Licensee as Additional Fees.

ARTICLE 7

TAXES

7.1 Real Property Taxes

In the event that the applicable municipal authority assesses the Licensor any Real Property Taxes in respect of the Premises, the Licensee will promptly reimburse the Licensor the full amount of such Real Property Taxes.

7.2 Other Taxes Payable by the Licensee

In every License Year, the Licensee shall pay and discharge when due and payable, all taxes, rates, duties and assessments and other charges that may be levied, rated, charged or assessed against or in respect of all improvements, machinery, equipment and facilities of the Licensee on or in the Premises, other than Real Property Taxes and every tax and licence fee in respect of any and every business carried on in the Premises or in respect of the use or occupancy thereof by the Licensee (and every sub-tenant or licensee), whether such taxes, rates, duties, assessments and licence fees are charged by any municipal, parliamentary, school or other body, against the Licensee or against the Licensor on account of the Licensee's use and occupancy of the Premises. The Licensee shall upon request of the Licensor, deliver to the Licensor for inspection, receipt for payment of all such taxes and other charges payable by the Licensee pursuant to this Section, which were due and payable up to one (1) month prior to such request, and in any event shall furnish to the Licensor evidence of payment satisfactory to the Licensor before the twenty-first (21st) day of January in each year covering payments for the preceding year. The Licensee shall indemnify and save harmless the Licensor from and against payment of all loss, costs, charges and expenses occasioned by, or arising from any and all such taxes, rates, duties, assessments, licence fees, and any and all taxes which may in future be levied in lieu of such taxes and any such loss, costs, charges, and expenses suffered by the Licensor may be collected by the Licensor as Premises Usage Fees. Any of the taxes, rates, duties or assessments referred to in this Section 7.3 which are levied or assessed against the Licensor or the ASP shall be paid by the Licensee to the Licensor in the manner provided in Section 7.1.

7.3 Sales Taxes

The Licensee shall pay to the Licensor an amount equal to all Sales Taxes, it being the intention of the parties that the Licensor shall be fully reimbursed by the Licensee with respect to any and all Sales Taxes payable by the Licensor. The amount of the Sales Taxes so payable by the Licensee shall be calculated by the Licensor in accordance with the applicable legislation and shall be paid to the Licensor at the same time as the amounts to which such Sales Taxes apply are payable to the Licensor under the terms of this License or upon demand at such other time or times as the Licensor from time to time determines. Despite any other provision in this License, the amount payable by the Licensee under this Section shall be deemed not to be Premises Usage Fees, but the Licensor shall have all of the same remedies for and rights of recovery with respect to such amount as it has for recovery of Premises Usage Fees under this License.

ARTICLE 8

UTILITY CHARGES

8.1 Utility Charges

The Licensee shall be solely responsible for and shall promptly pay all charges for lighting, heating, ventilating and air conditioning the Premises and all water, gas, electricity, telephone and other utilities

used or consumed in the Premises. In no event shall the Licensor 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 Premises, whether supplied by the Licensor or others but the Licensor shall take all reasonable steps to rectify any interruptions to such utilities or services on the Common Areas and Facilities. If separate meters are used respecting the Premises the Licensee's consumption of utilities shall be determined by such meters and otherwise the Licensor, acting reasonably and equitably may allocate consumption of utilities to the Premises based on group metering. If the Licensor supplies the foregoing described utilities or services, or any of them, the Licensee will pay to the Licensor for the utilities and services supplied by the Licensor on demand such reasonable charges as the Licensor may, from time to time, determine provided that such charges shall not exceed the cost for such utilities and services which the Licensee would have been required to pay had the Licensee obtained such utilities or services directly from the supplier. The Licensor may estimate the charges for such utilities or services from time to time and such estimates shall be subject to adjustment within a reasonable period of time after the period for which the estimate has been made. The Licensor will determine the appropriate charge by allocating such utilities or services supplied by the Licensor among the tenants/occupants receiving the benefit of the same, and the Licensor may add to such amount the Licensor's costs of obtaining such utility or service, its fees in allocating the same and an administration fee of fifteen percent (15%) of the total.

ARTICLE 9

PARKING AND USE OF COMMON AREAS AND FACILITIES

9.1 Licensor's Control

All Common Areas and Facilities from time to time provided by the Licensor shall at all times be subject to the exclusive control and management of the Licensor and the Licensor shall have the right from time to time to establish, modify and enforce the rules and regulations attached as Schedule E (the "Rules and Regulations") with respect to the Premises and all Common Areas and Facilities. Without limitation, the Licensor may in its operation of the ASP:

- (a) close parts of the Common Areas and Facilities to prevent their dedication or the accrual of rights in them in favour of persons or the public; grant, modify and terminate easements and other agreements pertaining to the use and operation of the ASP or any part of it; and temporarily obstruct or close off or shut down parts of the ASP for inspection, maintenance, construction or safety reasons;
- (b) use parts of the Common Areas and Facilities for merchandising, display, decorations, entertainment, and structures, permanent or otherwise, designed for special features or promotional activities;
- (c) regulate, acting reasonably, all aspects of loading and unloading, delivery and shipping of fixtures, equipment, and merchandise, and all aspects of garbage collection and disposal. The Licensee is responsible for pick-up and disposal of its garbage at its cost. If the Licensor provides facilities or designates a commercial services for the pick-up and disposal of garbage instead of or in addition to the service provided by the City, the Licensee will use the facilities and commercial service at its cost; and
- (d) do and perform such other acts in and to the ASP as, in the use of good business judgment, the Licensor determines to be advisable for the proper operation of the ASP.

Despite anything else in this License, the Licensors has no liability for diminution or alteration of the Common Areas and Facilities that occurs as a result of the Licensors exercise of its rights under this Section 9.1 or elsewhere under this License, and the Licensee will not be entitled to compensation or a reduction or abatement of Premises Usage Fees, and no such diminution or alteration of the Common Areas and Facilities will be deemed to be a constructive or actual eviction of the Licensee or a default by the Licensors of any obligation for quiet enjoyment contained in this License or provided at law.

9.2 Access

The Licensee shall have the right of access in common with the Licensors and all other persons entitled to the like right over all of the areas designated by the Licensors from time to time as common roadways, bathrooms, and walkways in the ASP, subject at all times to the Rules and Regulations established by the Licensors.

9.3 Parking

The Licensee acknowledges and agrees that the Licensors is not providing any parking for the Licensee.

9.4 Shared Development Facilities and Reciprocal Easement Agreement

The Licensee acknowledges that the Licensors is a party to Reciprocal Easement Agreement between all of owners of each legal lot or strata corporation in the Development with respect to the Licensors obligation to contribute to certain common costs relating to the maintenance of the Shared Development Facilities Any amounts payable by the Licensors under the Reciprocal Easement Agreement or any other similar agreements will be included in the Operating Costs. Without limiting the foregoing and notwithstanding anything to the contrary herein, the Licensors, acting reasonably, will allocate to the tenants of the ASP any costs relating to any Shared Development Facilities and other costs incurred by the Licensors as a result of cost sharing among the various components and users of the Development whether such costs arise pursuant to the Reciprocal Easement Agreement or otherwise.

ARTICLE 10

USE OF PREMISES

10.1 Use of Premises

The Licensee shall not use or occupy or permit any part of the Premises, to be used and occupied, for any purpose other than for conducting the permitted use described in paragraph (I) of the License Summary.

Notwithstanding the foregoing, the Licensee further covenants that it will not use or permit the Premises or any part thereof to be used for any of the purposes set out in Schedule F attached hereto. Without restricting the generality of the foregoing, the Licensee will not carry on any business which because of the merchandise or services likely to be sold or the merchandising or pricing methods likely to be used would in the reasonable opinion of the Licensors tend to lower the character of the ASP or the operations of the Licensors therefrom. Without limitation, the Licensee will at all times:

- (a) operate and conduct its business in an up-to-date first class, dignified and reputable manner with due diligence, in conformity with the highest standards of practice prevailing in such field of business;
- (b) conduct its business in the Premises in a lawful manner;

- (c) will not obstruct or use any part of, the Common Areas or Facilities, except as permitted in writing by the Licensors; will not cause or permit any machines selling merchandise, services, or entertainment, including without limitation vending machines, video machines, or other machines operated by coins or other devices, to be present on the Premises unless expressly permitted in writing by the Licensors, which permission may not be unreasonably withheld with respect to those machines vending food and drink and installed for the sole benefit of the Licensee's employees; and
- (d) not during the Term vacate the Premises in whole or in part (whether actually or constructively).

10.2 Continuous Occupancy

The Licensee will utilize the entire Premises in the active and continuous conduct and operation of its business throughout the Term. The Licensee acknowledges that the Licensors are executing this License in reliance upon the foregoing covenant of the Licensee to operate the Premises as hereinbefore provided and that the same is a material element inducing the Licensors to execute this License.

10.3 Energy Conservation

The Licensee covenants with the Licensors that:

- (a) the Licensee will cooperate with the Licensors in the conservation of all forms of energy in the ASP, including without limitation in the Premises;
- (b) the Licensee will comply with all Applicable Laws relating to the conservation of energy and affecting the Premises or the ASP;
- (c) the Licensee will, at its own cost and expense, comply with all reasonable requests and demands of the Licensors with respect to all programs and systems instituted by the Licensors in connection with reducing the costs of energy consumed in the ASP, security of the ASP and safety of the ASP, including the Premises, provided that such requests are made in accordance with good management practice and would be made by a prudent owner of like property of like age; and
- (d) the Licensee will pay the Licensee's Proportionate Share of the cost of any machinery, equipment, facilities, systems or property installed by the Licensors for the purposes or intent of conserving energy, improving or reducing costs of security, or improving the safety of the ASP, including the Premises, whether on a capital outlay basis or leasing basis.

The Licensors will not be liable to the Licensee in any way for any loss, costs, damages, or expenses, whether direct or consequential, paid, suffered, or incurred by the Licensee as a result of any reduction in the services provided by the Licensors to the Licensee or to the ASP as a result of the Licensors' compliance with such Applicable Laws.

10.4 Pipes and Conduits

The Licensors shall have the right to use and make changes or additions to the pipes, wires, conduits and ducts in the Premises when necessary to service other premises in the ASP but not in any way so as to

interfere materially with the use and enjoyment of the Premises by the Licensee, and the Licensor shall make good any damage to the Premises so caused. The Licensee shall not obstruct such pipes, conduits and ducts in the Premises so as to prevent reasonable access thereto.

10.5 Solicitation of Business

Intentionally Deleted.

10.6 Storage

The Licensee will not use any part of the Premises for storage purposes.

ARTICLE 11 LICENSEE'S SIGNAGE

11.1 Signage

The Licensor hereby grants the Licensee entry signage and directory board signage in the ASP installed at the Licensee's cost. The Licensor shall be responsible for maintaining all signage to a commercially reasonable standard, and the cost of such maintenance shall be paid by the Licensee proportionately as hereinafter provided.

11.2 General

The Licensee will not place or permit to be placed or maintained on the roof or on any exterior or interior door, wall or window of the Premises any sign, awning, canopy decoration, lettering, advertising matter or other thing of any kind and will not place or maintain any decoration, lettering or advertising matter on the glass of any window or door of the premises without first obtaining the Licensor's written consent, but this sentence has no application to signs, awnings, canopies, decorations, lettering, advertising matter or other things to be placed inside the Premises if not visible from outside the Premises. The Licensee shall obtain all necessary municipal approvals for its signage.

ARTICLE 12 MAINTENANCE AND REPAIR

12.1 Licensee's Responsibilities

The Licensee shall at all times during the Term at its own cost and expense:

- (a) repair, maintain, keep and make replacements to the Premises, and all equipment, fixtures and mechanical systems (excluding the base building heating, ventilating and air conditioning equipment) within or necessarily incidental to the Premises, including any improvement now or hereafter made to the Premises, in good order and repair as a careful owner would do;
- (b) decorate the Premises at its own cost and expense as and when necessary or reasonably required so to do by the Licensor;

- (c) repair or make whole all damaged glass, plate glass, doors, windows and any associated hardware and/or accessories related thereto (such as hinges and handles) in the Premises;
- (d) keep well painted at all times the interior of the Premises in accordance with the reasonable requests of the Licensor from time to time in such colours as will have first been approved in writing by the Licensor, such approval not to be unreasonably withheld or delayed
- (e) keep the Premises and exterior surfaces of the Premises in neat, clean and sanitary condition; and
- (f) keep all refuse and garbage from the view of the patrons of the ASP and dispose of such refuse and garbage in the manner and at the times required by the Licensor.

12.2 Licensor's Examination of Premises

The Licensor and any employee, servant, or agent of the Licensor will be entitled, at any reasonable time during normal business hours and during any emergency, to enter upon the Premises and examine the state of maintenance, repair, and order of the Premises, all equipment and fixtures within the Premises and any improvements now or hereafter made to the Premises, and the Licensor may give notice to the Licensee requiring that the Licensee perform such maintenance or effect such repairs or replacements as may be found necessary from such examination. The failure of the Licensor to give such notice will not relieve the Licensee from its obligation to maintain, repair, and keep the Premises and appurtenances in good order and repair as aforesaid and to make such replacements as may be necessary.

12.3 Repairs by Designated Tradespeople

The Licensee will, when necessary, and whether upon receipt of notice from the Licensor or not, effect and pay for such maintenance, repairs, or replacements as may be the responsibility of the Licensee under Subsections 12.1(a) and 12.1(b), provided that no maintenance, repairs, or replacements to the structure, any perimeter wall, the storefront, the sprinkler system, the heating, ventilating, air-conditioning, plumbing, electrical, or mechanical equipment, or the concrete floor will be made without the prior written consent of the Licensor, and in so doing the Licensee will use contractors or other workers designated or approved by the Licensor in writing, such approval not to be unreasonably withheld or delayed. Section 12.3 will apply with respect to such contractors and workers. In the event that the Licensee fails to comply with the Licensor's request to effect repairs, replacements, decorations, or maintenance within the time provided for by the Licensor, the Licensor may cause such repairs, replacements, decorations, or maintenance to be undertaken and Section 13.4 will apply.

12.4 Licensee's Failure to Repair

If the Licensee refuses or neglects to repair properly as required hereunder and to the reasonable satisfaction of the Licensor, the Licensor may make such repairs without liability to the Licensee (excepting the Licensor's negligence) for any loss or damage that may accrue to the Licensee's merchandise, fixtures, or other property or to the Licensee's business by reason thereof, and upon completion thereof, the Licensee shall pay the Licensor's actual reasonable costs in the circumstances plus ten percent (10%) for making such repairs, forthwith upon presentation of a bill therefor.

12.5 Heating, Ventilating and Air-Conditioning Equipment

The Licensors shall maintain and make repairs and replacements to the base building heating, ventilating and air-conditioning equipment in the Premises and the cost of such maintenance, repairs and replacement shall be included in Operating Costs. The Licensee shall operate the heating, ventilating and air-conditioning equipment in the Premises strictly in accordance with the manufacturer's general guidelines for the same and as otherwise directed by the Licensors from time to time.

12.6 Licensors' Responsibilities

Subject to the Reciprocal Easement Agreement and except for normal wear and tear and damage not caused by a risk against which the Licensors has insured, the Licensors shall be responsible for:

- (a) structural repairs to the roof, foundations, sub-floor and outer support walls of the ASP or buildings comprising the ASP;
- (b) maintaining in good order and repair the Common Areas and Facilities as would a prudent owner of a reasonably similar commercial development, having regard to the size, age and location of the ASP. For certainty, any costs related thereto are included as Operating Costs and are the responsibility of the Licensee; and
- (c) at its own expense, repairing any damage caused, in the opinion of the Licensors' architect acting reasonably, to the Premises by reason of a structural defect in the ASP.

12.7 Cost of Repair of Common Areas and Facilities Where the Licensee at Fault

If the ASP or the Common Areas and Facilities, including without limiting the generality of the foregoing, the common loading areas, the exterior of the Premises, including the front thereof and entrance thereto, the boilers, engines, pipes and other apparatus (or any of them) used for the purpose of heating, ventilating or air-conditioning the ASP, or if the water pipes, drainage pipes, electric lighting or other equipment of the ASP or the roof or outside walls of the ASP get out of repair or become damaged or destroyed through the negligence, carelessness, fault, omission, misconduct or misuse of the Licensee, its servants, agents, employees, contractors, lessees, licensees or concessionaires, or through it or them in any way stopping up, injuring or rendering inoperable the heating apparatus, water pipes, drainage pipes or other equipment or part of the ASP or due to the requirements of a Governmental Authority relating to the Licensee's use of the Premises, the expense of necessary repairs, replacements or alterations shall be borne by the Licensee who shall pay the same to the Licensors upon demand.

ARTICLE 13 INSURANCE AND INDEMNITY

13.1 Licensee's Insurance

The Licensee shall, at the Licensee's sole expense, during the whole of the Term and during such other time as Licensee occupies the Premises, take out and maintain the following insurance:

- (a) commercial general liability, including tenant's/occupant's legal liability and non-owned automobile liability insurance against claims for bodily injury, including death, and property damage or loss arising out of the use or occupation of the Premises, or the Licensee's business on or about the Premises, such insurance shall contain a "cross

liability” or “severability of interests” clause so that the Licensor and the Licensee may be insured in the same manner and to the same extent as if individual policies had been issued to each, and shall be for the amount of not less than \$5,000,000 combined single limit or such other amount as may be reasonably required by the Licensor from time to time, and such commercial general liability insurance shall, for the Licensee’s benefit only, include contractual liability insurance in a form and of a nature broad enough to insure the obligations imposed upon the Licensee under the terms of this License;

- (b) “all risks” property insurance, including water damage and sewer backup, upon its merchandise, stock-in-trade, furniture, fixtures and improvements and upon all other property in the Premises owned by the Licensee or for which the Licensee is legally liable, including business interruption and insurance upon all non-structural glass and plate glass in the Premises, including the storefront, against breakage and damage from any cause, all in an amount equal to the reasonable replacement value thereof, which amount in the event of a dispute shall be determined by the decision of the Licensor;
- (c) broad form boiler and machinery insurance on such boilers and pressure vessels including air conditioning and production machinery as applicable and as may be installed by, or under the exclusive control of, the Licensee in the Premises on a blanket repair and replacement basis;
- (d) business interruption insurance in an amount that will reimburse the Licensee for direct or indirect loss of earnings attributable to all perils insured against under Subsections 13.1(a) and 13.1(b), and other perils commonly insured against by prudent tenants/occupants, or attributable to prevention of access to the Premises or the ASP as a result of those perils; and
- (e) such other insurance in such amounts and upon such terms as the Licensor may reasonably determine from time to time.

The policies of insurance referred to above shall be in such form and with such companies as the Licensor may reasonably approve and shall contain the following:

- (f) provisions that the Licensor is protected notwithstanding any act, neglect or misrepresentation of the Licensee which might otherwise result in the avoidance of a claim under such policies and that such policies shall not be affected or invalidated by any act, omission or negligence of any third party which is not within the knowledge or control of the Licensor;
- (g) commercial general liability insurance shall include the Licensor as an additional insured for any liability arising out of the Licensee’s operations;
- (h) provisions that such policies and the coverage evidenced thereby shall be primary and non-contributing with respect to any policies carried by the Licensor and that any coverage carried by the Licensor shall be excess coverage;
- (i) all property insurance, pollution and remediation legal liability insurance (if any), and all boiler insurance referred to above shall include the Licensor as an additional insured as its interests may appear; and

- (j) provisions that such policies shall not be cancelled without the insurer providing the Licensors thirty (30) days written notice stating when such cancellation shall be effective.

Evidence of Insurance in the form of a certificate of insurance, or other proof of satisfactory to the Licensors for each of the insurance policies the Licensee is required to carry in compliance with its obligations under this License shall be delivered to the Licensors at least ten (10) days prior to the time such insurance is first required to be carried by the Licensee and upon renewals not less than ten (10) days prior to the expiration of any such policy.

13.2 Licensors's Insurance

The Licensors shall maintain throughout the Term, in those reasonable amounts, and with those reasonable deductions that a prudent owner of a development similar to the ASP would maintain, having regard to size, age and location, (a) all risks insurance on the ASP (excluding the foundations and excavations) and the machinery, boilers and equipment contained in it and owned by the Licensors or the owners of the ASP (except property that the Licensee and other tenants/occupants are required to insure) including against fire and extended perils or against such other risks as the Licensors shall determine; (b) commercial general liability insurance with respect to the Licensors's operations; and (c) whatever other forms of insurance the Licensors or the Licensors's Mortgagee reasonably consider advisable. Notwithstanding the Licensors's covenant contained in this section and notwithstanding any contribution by the Licensee to the cost of the Licensors's insurance premiums, the Licensee acknowledges and agrees that: (i) the Licensee is not relieved from liability arising from or contributed to by its negligence or its misconduct; (ii) no insurable interest is conferred on the Licensee under any policies of insurance carried by the Licensors; and (iii) the Licensee has no right to receive proceeds of any insurance policies carried by the Licensors. The Licensee further acknowledges and agrees that the Licensors is a member of the University, College and Institute Protection Program ("UCIPP"), a self-insured program administered by the Risk Management Branch of British Columbia Ministry of Finance and the Licensors's insurance coverage with UCIPP is sufficient to satisfy the insurance requirements of the Licensors under this License.

13.3 Increase in Insurance Premiums

The Licensee agrees that it will not keep, use, sell or offer for sale in or upon the Premises any article which is prohibited by the form of insurance policy in force from time to time covering the ASP. If the Licensee's occupancy of, conduct of business in, or sale of any merchandise from, or on the Premises, or any activity carried on or permitted to be carried on by the Licensee whether or not the Licensors has consented to same, causes any increase in premiums for the insurance carried from time to time by the Licensors for the ASP, the Licensee shall pay any such increase in premiums as additional rent within ten (10) days after bills for such additional premiums shall be rendered by the Licensors. In determining whether increased premiums are a result of the Licensee's use or occupancy of the Premises, or the sale of any article therein or therefrom, a schedule issued by the organization making the insurance rate on the ASP showing the various components of such rates shall be conclusive evidence of the several items and charges which make up such rates.

13.4 Cancellation of Insurance

If any insurance policy upon the Premises, or any part thereof, shall be cancelled or shall be threatened by the insurer to be cancelled, or the coverage thereunder reduced in any way by the insurer by reason of the use and occupation of the Premises or any part thereof by the Licensee or by any assignee or sub-licensee of the Licensee, or by anyone permitted by the Licensee to be upon the Premises, and if the Licensee fails to remedy the condition giving rise to cancellation or reduction of coverage within forty-

eight (48) hours after notice thereof by the Licensor, the Licensor may remedy the condition giving rise to such cancellation, threatened cancellation or reduction, and the Licensee shall forthwith pay the cost thereof to the Licensor which cost may be collected by the Licensor as Additional Fees.

13.5 Indemnification of the Licensor

The Licensee does hereby covenant to save harmless and indemnify the Licensor from and against all liability, expense, costs, damages, losses, claims, actions, causes of action, and fines incurred or suffered by the Licensor:

- (a) by reason of any breach, violation, non-observance or non-performance by the Licensee, its servants, agents or others for whom the Licensee is, in law, responsible of any covenant, agreement, provision or condition of this License to be performed or observed by the Licensee including, without limitation, the Rules and Regulations; or
- (b) by reason of any damage to or loss of any property, or injury, illness or death to any person (including, without limitation, the Licensee) arising out of the negligent use, wilful misconduct, occupation or operations of the Licensee or those for whom it is responsible for at law:
 - (i) occurring in, on or about the Premises, or any part thereof, arising from the use or operations of the Licensee or those for whom it is responsible for at law other than arising in whole or in part by reason of the negligence or willful misconduct of the Licensor, its employees or agents; and
 - (ii) occurring in, on or about any part of the ASP or the Development other than the Premises, when such damage, loss, injury, illness or death is caused in whole or in part by the negligence or willful misconduct of the Licensee, its agents, servants, employees, invitees or licensees other than arising in whole or in part by reason of the negligence or willful misconduct of the Licensor, its employees or agents.

13.6 Loss and Damage

The Licensor will not be liable or responsible in any way for, and the Licensee hereby waives all claims against the Licensor with respect to or arising out of:

- (a) any death or injury that may be suffered or sustained by the Licensee or by any employee, licensee, invitee, guest, agent or customer of the Licensee or by any other person upon the Premises; or for any loss or damage or injury to any property outside or within the Premises belonging to the Licensee or its employees, agents, customers; licensees, invitees, guests or any other person, except losses arising out of the negligence of the Licensor, its agents, servants or employees or others for whom the Licensor is, in law, responsible;
- (b) any injury or damages to persons or property caused by explosion, fire, theft or breakage, by the failure of or defect in sprinkler, drainage or plumbing systems, by failure for any cause to supply adequate drainage, by the interruption of any public utility or service, by steam, gas, water, rain, snow or other substances leaking, issuing or flowing into any part

of the Premises, or by nature occurrence, acts of the public enemy, riot, strike, insurrection, war, court order, requisition or order of government body or authority;

- (c) any damage or inconvenience which may arise from repair, maintenance or alteration of any part of the ASP and/or the Development, or anything done or omitted to be done by any tenant, occupant or person in the ASP and/or the Development, or by an occupant of adjacent property, or by the public, or by construction of any private, public or quasi-public work;
- (d) any act or omission (including theft, malfeasance or negligence) on the part of any agent, contractor or person from time to time employed by the Licensor to perform any services including, without limitation, janitorial or security services, in or about the Premises or the ASP and/or the Development;
- (e) any loss or damage however caused, to money, securities, negotiable instruments, papers or other valuables of or held by the Licensee or any employee, licensee, invitee, guest, agent or customer of the Licensee or by any other person upon the Premises; or
- (f) theft or vandalism.

13.7 Licensee's Contractor's Insurance

The Licensee will require any contractor performing work on the Premises to carry and maintain, at no expense to the Licensor, commercial general liability insurance and other insurance in amounts and on terms reasonably determined by the Licensor, and to provide the Licensor with satisfactory proof of that insurance from time to time.

13.8 Survival of Covenants and Released Persons

The provisions of this Article 13 will survive the termination of this License with respect to any damage, injury, illness or death or other event occurring prior to such termination.

For purposes of this Article 13, "Licensor" will mean "Released Persons" with all grammatical changes as may be required. "Released Persons" means collectively and individually:

- (a) the Licensor, its directors, officers, employees and agents;
- (b) the owner or owners from time to time (other than the Licensor) of the freehold or leasehold title of the ASP, and its/their directors, officers, employees and agents;
- (c) any management company retained by the Licensor from time to time to operate or manage the ASP and its officers, directors, employees and agents; and
- (d) a Mortgagee and its officers, directors, employees and agents.

ARTICLE 14
ASSIGNMENT AND SUBLETTING

14.1 Consent Required

The Licensee shall not assign this License or sublicense the whole or any part of the Premises without the prior written consent of KPU, which will not be unreasonably withheld or delayed.

14.2 Conditions of Consent

The following provisions shall apply to any assignment or sublicense:

- (a) notwithstanding any assignment or sublicense, the Licensee shall remain fully liable on this License and shall not be released from performing any of the terms, covenants and conditions of this License during the Term hereof and any renewal terms;
- (b) if this License is assigned or if the Premises or any part thereof are sublicensed or occupied by anybody other than the Licensee, the Licensor may collect usage fees directly from the assignee, sub-licensee or occupant, and apply the net amount collected, or the necessary portion thereof, to the Premises Usage Fees herein reserved;
- (c) no assignment or sublicense shall be made or proposed other than to responsible persons, firms, partnerships or bodies corporate who are experienced in and agree to carry on the type of business conducted in the Premises by the Licensee, as set forth in paragraph (l) of the License Summary and who undertakes to perform and observe the obligations of the Licensee hereunder by entering into an assumption agreement directly with the Licensor;
- (d) the prohibition against assigning or sublicensing without the consent required by this Section 14.2 shall be construed to include a prohibition against any assignment or sublicense by operation of law;
- (e) the consent by the Licensor to any assignment or sublicense shall not constitute a waiver of the necessity for such consent to any subsequent assignment or sublicense; and
- (f) the Licensee shall pay to the Licensor the reasonable costs and expenses incurred by the Licensor in considering and processing the Licensee's request for consent, which costs shall include (without limitation) a \$500.00 administration fee plus applicable taxes and the Licensor's reasonably incurred legal fees and disbursements in considering and processing the Licensee's request.

14.3 Control of Corporation

Intentionally deleted.

14.4 No Bulk Sale

No bulk sale of the goods and assets of the Licensee may take place without first obtaining the written consent of the Licensor, which consent shall not be unreasonably withheld so long as the Licensee and the purchaser are able to provide the Licensor with assurances, in a form satisfactory to the Licensor, that

the Licensee's obligations hereunder will continue to be performed and respected, in a manner satisfactory to the Licensors, after completion of the said bulk sale.

14.5 No Release

Notwithstanding any assignment or subletting, the Licensee will remain fully liable under this License and will not be released from performing any of the terms, covenants, and conditions of this License.

14.6 Excess Fees

No assignment or sublease will be made or proposed if the consideration to be received by the Licensee from the proposed assignee or sublicensee exceeds the greater of that stipulated in this License as being payable by the Licensee to the Licensors hereunder, save in the event that the Licensee undertakes to pay such excess to the Licensors.

14.7 No Waiver

The consent by the Licensors to any assignment or sublease will not constitute a waiver of the necessity for such consent to any subsequent assignment or sublease.

ARTICLE 15

WASTE, GOVERNMENTAL REGULATION, HAZARDOUS SUBSTANCES

15.1 Waste or Nuisance

The Licensee shall not commit or suffer to be committed any waste upon the Premises or any nuisance or other thing which may disturb the quiet enjoyment and/or access rights of any other tenant or occupant in the ASP.

15.2 Governmental Regulations

The Licensee shall, at the Licensee's sole cost and expense, comply with all of the requirements of all municipal, provincial, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to the Premises, and shall faithfully observe in the use of the Premises all Applicable Laws now in force or which may hereafter be in force.

15.3 Observance of Law

The Licensee covenants to comply with all provisions of Applicable Laws which relate to the partitioning, equipment operation and use of the Premises, or to the making of any repairs, replacements, alterations, additions, changes, substitutions or improvements of or to the Premises, and to comply with all police, fire and sanitary regulations imposed by any governmental, provincial or municipal authorities or made by fire insurance underwriters and to observe and obey governmental and municipal regulations and other requirements governing the conduct of any business conducted in the Premises.

15.4 Hazardous Substances

Without limiting the generality of the foregoing, the Licensee covenants and agrees as follows:

- (a) not to use or permit to be used all or any part of the Premises or the Common Areas and Facilities for the sale, storage, manufacture, disposal, handling, treatment, use or any

other dealing with any Hazardous Substances, without the prior written consent of the Licensor, which may be unreasonably withheld. Without limiting the generality of the foregoing, the Licensee shall in no event use, and does not plan or intend to use, the Premises to dispose of, handle or treat any Hazardous Substances in a manner that, in whole or in part, would cause the Premises, the ASP or any adjacent property to become a contaminated site under any statutes, laws, regulations, orders, bylaws, standards, guidelines, permits and other lawful requirements of any governmental authority having jurisdiction over the ASP (collectively herein called "Environmental Laws") relating in any way to the environment, health, occupational health and safety, product liability or transportation of dangerous goods, including the principles of common law and equity;

- (b) to strictly comply, and cause any person for whom it is in law responsible to comply, with all Environmental Laws regarding the use and occupancy of the Premises;
- (c) to promptly provide to the Licensor a copy of any environmental site investigation, assessment, audit or report relating to the Premises or the ASP conducted by or for the Licensee at any time before, during or after the Term (or any renewal thereof). The Licensee shall, at its own cost at the Licensor's request from time to time, obtain from an independent environmental consultant approved by the Licensor an environmental site investigation of the Premises or an environmental audit of the operations at the Premises, the scope of which shall be satisfactory to the Licensor and shall include any additional investigations that the environmental consultant may recommend;
- (d) to maintain all environmental site investigations, assessments, audits and reports relating to the Premises or the ASP in strict confidence and not to disclose their terms or existence to any third party (including without limitation, any governmental authority) except as required by law, to the Licensee's professional advisers and lenders on a need to know basis or with the prior written consent of the Licensor, which consent may be unreasonably withheld;
- (e) to promptly provide to the Licensor on request such written authorizations as the Licensor may require from time to time to make inquiries of any governmental authorities regarding the Licensee's compliance with Environmental Laws;
- (f) to promptly notify the Licensor in writing of any release of a Hazardous Substances or any other occurrence or condition at the Premises, the ASP or any adjacent property which could contaminate the Premises, the ASP or subject the Licensor or the Licensee to any fines, penalties, orders, investigations or proceedings under Environmental Laws;
- (g) prior to the expiry or earlier termination of this License or at any time if requested by the Licensor or required by any governmental authority pursuant to Environmental Laws, to remove from the Premises all Hazardous Substances, and to remediate any contamination of the Premises, the ASP or any adjacent property resulting from Hazardous Substances, in either case brought onto, used at or released from the Premises by the Licensee or any person for whom it is in law responsible. The Licensee shall perform these obligations promptly at its own cost and in accordance with Environmental Laws. The Licensee shall provide to the Licensor full information with respect to any remedial work performed pursuant to this section and shall comply with the Licensor's requirements with respect to such work. The Licensee shall use a qualified environmental

consultant approved by the Licensor to perform the remediation. All such Hazardous Substances shall remain the property of the Licensee, notwithstanding any rule of law or other provision of this License to the contrary and notwithstanding the degree of their affixation to the Premises or the ASP; and

- (h) to indemnify the Licensor and its directors, officers, shareholders, employees, agents, successors and assigns, from any and all liabilities, actions, damages, claims, remediation cost recovery claims, losses, costs, orders, fines, penalties and expenses whatsoever (including all consulting and legal fees and expenses on a solicitor-client basis and the cost of remediation of the Premises, the ASP and any adjacent property) arising from or in connection with:
 - (i) any breach of or non-compliance with the provisions of this Article by the Licensee; or
 - (ii) any release or alleged release of any Hazardous Substances at or from the Premises related to or as a result of the use and occupation of the Premises or any act or omission of the Licensee or any person for whom it is in law responsible.

The obligations of the Licensee under this Article shall survive the expiry or earlier termination of this License. The obligations of the Licensee under this Article are in addition to, and shall not limit, the obligations of the Licensee contained in other provisions of this License.

ARTICLE 16

CHANGES AND ADDITIONS TO ASP

16.1 Changes and Additions to Buildings

The Licensor hereby reserves the right at any time to change the configuration of the Common Areas and Facilities and to make alterations or additions thereto.

16.2 Easements and Rights of Way

The Licensee acknowledges that the Licensor has granted or may in the future grant easements, rights of way or dedications over, through or upon portions of the Common Areas and Facilities and the Licensee hereby consents to the granting of such easements, rights of way or dedications. Upon the Licensor's written request, the Licensee shall forthwith execute all such further consents, releases, waivers, discharges, priority agreements and any other documentation as may be reasonably required by the Licensor, in registrable form or otherwise, for the purpose of effecting such easements, rights of way or dedications, except if the Licensee's rights under this License are materially adversely affected thereby.

ARTICLE 17

LICENSEE'S FIXTURES AND ALTERATIONS

17.1 Installation by the Licensee

All fixtures installed by the Licensee shall be new and in first class condition and of good appearance. The Licensee shall not make or cause to be made any alterations, additions or improvements or install or cause to be installed any trade fixtures, exterior signs, floor coverings, interior or exterior lighting, or mechanical

or electrical systems and fixtures, or plumbing fixtures, shades or awnings, or make any changes to the store front or hang from or affix anything to the ceiling without first obtaining the Licensor's written approval and consent which shall not be unreasonably withheld. The Licensee shall present to the Licensor plans and specifications for such work at the time approval is sought and the work shall be carried out in a good and workmanlike manner.

17.2 Removal of Licensee's Alterations and Trade Fixtures

If the Licensee is not then in default under this License, the Licensee may remove trade fixtures and personal property which the Licensee has installed in but which are not affixed to the Premises:

- (a) from time to time in the ordinary course of the Licensee's business or in the course of permitted reconstruction, renovation or alteration of the Premises by the Licensee; and
- (b) during a reasonable period prior to the expiry of the Term;

provided that the Licensee promptly repairs, at its cost, any damage to the Premises resulting from such installation or removal. In no case will such trade fixtures or personal property include the ceiling or ceiling panels, electric light fixtures, carpeting where laid, doors, store front, plumbing fixtures and fittings or any permanently affixed cabinets, shelves, hardware or decorative items in or upon the Premises.

If the Licensee abandons the Premises or if this License is terminated before the expiry of the Term due to a default on the part of the Licensee, then as of the moment of default by the Licensee, all trade fixtures and furnishings of the Licensee shall become and be deemed to be the property of the Licensor without indemnity to the Licensee and without prejudice to any other right or remedy of the Licensor.

The Licensee shall, if required to do so by written notice from the Licensor, at the expiration of the Term remove any trade fixtures, furnishings, alterations, additions, improvements or fixtures of the Licensee and shall make good any damage caused to the Premises resulting from the installation or removal thereof, all at the Licensee's expense.

17.3 Not to Overload Floors

The Licensee covenants and agrees that it will not bring upon the Premises or any part thereof any machinery, equipment, article or thing that by reason of its weight, size or use might reasonably damage the Premises and will not at any time overload the floors of the Premises, and that if any damage is caused to the Premises by any machinery, equipment, article or thing or by overloading or by any act, neglect, or misuse on the part of the Licensee or its servants, agents or employees or any person having business with the Licensee, the Licensee will forthwith repair the same or pay to the Licensor the cost of making good the same.

17.4 Licensee Shall Discharge all Liens

The Licensee shall promptly pay all its contractors and material men and shall do any and all things necessary so as to minimize the possibility of a lien attaching to the Premises or to any or all of the ASP and should any such lien be made or filed, the Licensee shall discharge the same within ten (10) days thereafter at the Licensee's expense and shall indemnify and save harmless the Licensor therefrom failing which the Licensor may at its option discharge the lien or claim of lien by paying the amount claimed to be due into court and the amount so paid and all expenses of the Licensor including legal fees (on a solicitor and client basis) will be paid by the Licensee to the Licensor.

ARTICLE 18

DAMAGE AND DESTRUCTION

18.1 Total or Partial Destruction

If the Premises are wholly or partially damaged or destroyed by a peril against which the Licensors are required pursuant to this License to insure or against which the Licensors otherwise insure, the Licensors shall, subject to Section 18.2, and subject to the consent of the Licensors' Mortgagee, repair or replace the Premises with reasonable diligence. The Licensors shall not be obligated to expend for such repair or replacement an amount in excess of the insurance proceeds recovered or recoverable as a result of such damage. In no event shall the Licensors be required to repair or replace the Licensee's improvements, stock in trade, fixtures, furnishings, floor coverings or equipment. If the casualty, repairing or rebuilding shall render the Premises untenable, in whole or in part, a proportionate abatement of the rent shall be allowed from the date when the damage occurred until the date the Licensors complete such work, said proportion to be computed on the basis of the relation which the gross square foot floor area of the space rendered untenable bears to the floor area of the Premises.

18.2 Termination

If any damage or destruction to the Premises or to the ASP cannot, in the Licensors' opinion, be repaired and restored with reasonable diligence within one hundred and eighty (180) days of the date of happening of such damage or destruction, the Licensors may terminate this License and the tenancy hereby created by giving to the Licensee sixty (60) days' written notice thereof. In the event of such termination, this License shall terminate and the Premises Usage Fees shall be adjusted as of the date of the occurrence of such damage or the date the Licensee properly ceases to conduct its business from the Premises, whichever is later, and the Licensee shall deliver up vacant possession of the Premises to the Licensors on the date specified in the notice and the provisions of Section 17.2 shall apply.

18.3 Notice by the Licensee

The Licensee shall give immediate notice to the Licensors, in case of fire or accidents in the Premises or in the ASP of which the Premises are a part, or of defects therein or in any fixtures or equipment, notwithstanding the fact that the Licensors may have no obligations with respect thereto.

18.4 Notice of Repair and Reconstruction

From and after the date upon which the Licensee is notified in writing by the Licensors that the Licensors' work of reconstruction or repair is completed, the Licensee shall immediately commence all work required to fully restore the Premises and shall complete such work and reopen for business within sixty (60) days of receipt of the Licensors' notice aforesaid with the Premises fully fixtures, stocked and staffed. The certificate of the Licensors' architect shall bind the parties hereto as to the state of tenantability of the Premises and as to the date upon which the Licensors' work of reconstruction or repair is completed.

ARTICLE 19

EXPROPRIATION

19.1 Expropriation

If at any time during the Term the interest of the Licensee under this License or the whole or any part of either the Premises or any other part of the ASP shall be taken by any lawful power or authority by the

right of expropriation, the Licensor may at its option, give notice to the Licensee terminating this License on the date when the Licensee or the Licensor is required to yield up possession thereof to the expropriating authority. Upon such termination, or upon termination by operation of law, as the case may be, the Licensee shall immediately surrender the Premises and all its interest therein, the rent shall abate and be apportioned to the date of termination, the Licensee shall forthwith pay to the Licensor the apportioned rent, all other amounts which may be due to the Licensor up to the date of termination, and the provisions of Section 17.2 shall apply to the extent they are not inconsistent with this Section. The Licensee shall have no claim upon the Licensor for the value of its property or the unexpired Term of this License, but the parties shall each be entitled to receive and retain such compensation as may be awarded to each respectively. If an award of compensation made to the Licensor specifically includes an award for the Licensee, the Licensor will account therefor to the Licensee. In this Section the word "expropriation" shall include a sale by the Licensor to an authority with powers of expropriation, in lieu of or under threat of expropriation.

ARTICLE 20

DEFAULT OF THE LICENSEE

20.1 Interest and Costs

The Licensee shall pay to the Licensor interest calculated monthly on any arrears of Premises Usage Fees under this License at a rate equal to the greater of eighteen percent (18%) per annum or four percent (4%) per annum plus the prime rate of interest charged from time to time by Royal Bank of Canada, Main Branch, Vancouver, British Columbia. The Licensee shall indemnify the Licensor against all costs and charges (including legal fees and expenses), lawfully and reasonably incurred in enforcing payment of Premises Usage Fees and in obtaining possession of the Premises after default of the Licensee or upon expiry of the Term or earlier termination of this License, or in enforcing any covenant, proviso or agreement of the Licensee contained in this License.

20.2 Licensor's Right to Perform Covenants

All covenants and agreements to be performed by the Licensee under any of the terms of this License will be performed by the Licensee, at the Licensee's sole cost, and without any abatement of Premises Usage Fees. If the Licensee fails to perform any act on its part to be performed hereunder, the Licensor may (but will not be obligated so to do) perform such act without waiving or releasing the Licensee from any of its obligations relative thereto. The Licensee will pay to the Licensor all sums paid or costs incurred by the Licensor in so performing such acts under this Section 20.2, together with interest thereon at the rate set out in Section 20.1 from the date each payment was made or each such cost was incurred by the Licensor.

20.3 Events of Default

If and whenever:

- (a) part or all of the Premises Usage Fees hereby reserved is not paid when due, whether lawfully demanded or not, and such default continues for five (5) business days after the due date thereof;
- (b) the Term or any goods, chattels, or equipment of the Licensee is taken or exigible in execution or in attachment or if a writ of execution is issued against the Licensee;
- (c) Intentionally deleted.

- (d) the Licensee becomes insolvent or commits an act of bankruptcy or becomes bankrupt or takes the benefit of any statute that may be in force for bankrupt or insolvent debtors or becomes involved in voluntary or involuntary winding-up or dissolution or liquidation proceedings or if a receiver is appointed for the business, property, affairs or revenues of the Licensee;
- (e) any person other than the Licensee or an assignee or sublicensee permitted under this License has or exercises the right to manage or control the Premises, any part thereof, or any business carried on in the Premises, other than subject to the actual, direct, and full supervision and control of the Licensee;
- (f) the Licensee makes a bulk sale of its goods or moves or commences, attempts or threatens to move its goods, chattels, and equipment out of the Premises (except in the normal course of its business), or the Licensee ceases to conduct business from the Premises or the Premises are not open for business to the public on any three (3) consecutive days that the Licensee is required to conduct its business in the Premises or on more than five (5) days that the Licensee is required to conduct business in the Premises in any twelve (12) month period;
- (g) the Licensee fails to observe or perform each and every of the covenants, agreements, provisions, stipulations, and conditions herein contained to be observed or performed by the Licensee (except for payment of Premises Usage Fees) and persists in such failure after ten (10) days' written notice by the Licenser specifying with reasonable particularity the nature of such failure and requiring that the Licensee remedy, correct, desist, or comply (or if any such breach would reasonably require more than 10 days to rectify, unless the Licensee commences rectification within the ten (10) day notice period and thereafter promptly, effectively, and continuously proceeds with the rectification of the breach to completion of rectification); or
- (h) termination of this License by the Licenser is permitted by reason of the Licensee's default under any other part of this License or in law,

then, and in any such case, at the Licenser's option, the full amount of the current month's and the next ensuing three months instalments of Premises Usage Fees will immediately become due and payable and the Licenser may immediately take legal proceedings for the same, together with any arrears then unpaid; and the Licenser, without notice or any form of legal process, may forthwith re-enter upon and take possession of the Premises or any part thereof in the name of the whole and remove and sell the Licensee's goods, chattels, and trade fixtures therefrom, any rule of law or equity to the contrary notwithstanding; and the Licenser may seize and sell such goods, chattels, and equipment of the Licensee as are in the Premises and may apply the proceeds thereof to all Premises Usage Fees and other payments to which the Licenser is then entitled under this License. Any such sale may be effected in the Licenser's discretion by public auction or otherwise, and either in bulk or by individual item, or partly by one means and partly by another, all as the Licenser in its discretion may decide. If any of the Licensee's property is disposed of as provided in this Section 20.3, ten (10) days prior written notice to the Licensee of disposition will be deemed to be commercially reasonable.

20.4 Waiver of Exemption and Redemption

Notwithstanding anything contained in any statute now or hereafter in force limiting or abrogating the right of distress none of the Licensee's goods, chattels, or trade fixtures on the Premises at any time during

the Term will be exempt from levy by distress for Premises Usage Fees in arrears. The Licensee hereby waives all and every benefit that could or might have accrued to the Licensee under and by virtue of any such statute but for this License. The Licensee hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of the Licensee being evicted or dispossessed for any cause, or in the event of the Licensors obtaining possession of the Premises, by reason of the violation by the Licensee of any of the terms and conditions of this License or otherwise.

20.5 Surrender

If and whenever the Licensors is entitled to or does re-enter, the Licensors may terminate this License by giving written notice thereof to the Licensee, and in such event the Licensee will forthwith vacate and surrender the Premises.

20.6 Right of Licensors to Re-license

If the Premises are deserted or vacated or the Licensee is not carrying on business therein or the Licensee is otherwise in default pursuant to Section 20.3, the Licensors will have the right, if it thinks fit, to enter the same as the agent of the Licensee either by force or otherwise, without being liable to any prosecution therefor and without terminating this License, to make such alterations and repairs as in the Licensors's opinion are necessary to facilitate a re-licensing of the Premises, and to license the Premises as the agent of and at the risk of the Licensee and to receive the Premises Usage Fees therefor. Upon each such re-licensing, all Premises Usage Fees received by the Licensors from such re-licensing will be applied: first, to the payment of any indebtedness other than Premises Usage Fees due hereunder from the Licensee to the Licensors; second, to the payment of any costs and expenses of such re-licensing, including brokerage and solicitors's fees, and of costs of any alterations and repairs; and third, to the payment of Premises Usage Fees due and unpaid hereunder. The residue, if any, will be held by the Licensors and applied in payment of future Premises Usage Fees as the same becomes due and payable hereunder. If such Premises Usage Fees received from such re-licensing during any month is less than that to be paid during that month by the Licensee hereunder, the Licensee will pay any such deficiency, which will be calculated and paid monthly in advance on or before the first day of each and every month. No such re-entry or taking exclusive possession of the Premises by the Licensors pursuant to this Section 20.6 will be construed as an election on its part to terminate this License, unless a written notice of such intention is given to the Licensee.

20.7 Payments

If the Licensors re-enters or if this License is terminated hereunder, the Licensee will pay to the Licensors on demand:

- (a) Premises Usage Fees up to the time of re-entry or termination, whichever is the later, plus accelerated rent as herein provided;
- (b) all expenses incurred by the Licensors in performing any of the Licensee's obligations under this License, re-entering or terminating and re-letting, collecting sums due or payable by the Licensee, realizing upon assets seized (including bailiff, brokerage, legal fees and disbursements), and the expense of keeping the Premises in good order, repairing the same and preparing them for re-letting;
- (c) an amount equal to that fraction of the cost of the Licensors's Work that has as its denominator the total number of days in the entire Term notwithstanding any such early

termination of this License and as its numerator the number of days remaining in the Term from the date of such early termination of the License; and

- (d) as damages for the loss of income of the Licensors expected to be derived from the Premises, the amounts (if any), by which the Premises Usage Fees which would have been payable under this License exceeds the payments (if any) received by the Licensors from other tenants or licensees in the Premises, payable on the first day of each month during the period which would have constituted the unexpired portion of the Term had it not been terminated, or if elected by the Licensors by notice to the Licensee at or after re-entry or termination, a lump sum amount equal to the Premises Usage Fees which would have been payable under this License from the date of such election during the period which would have constituted the unexpired portion of the Term, had it not been terminated, reduced by the rental value of the Premises for the same period, established by reference to the terms and conditions upon which the Licensors re-licenses or re-lets them if that is accomplished within a reasonable period after termination, and otherwise established by reference to all market and other relevant circumstances; Premises Usage Fees and license/rental value being reduced to present worth at an assumed interest rate of ten percent (10%) on the basis of the Licensors's estimates and assumptions of fact which will govern except if shown to be erroneous.

20.8 Remedies Cumulative

No reference to nor exercise of any specific right or remedy by the Licensors will prejudice or preclude the Licensors from exercising or invoking any other remedy in respect thereof, whether allowed at law or expressly provided for in this License. No such remedy will be exclusive or dependent upon any other such remedy, but the Licensors may from time to time exercise any one or more of such remedies independently or in combination.

ARTICLE 21 TRANSFERS BY LANDLORD

21.1 Sales, Conveyance and Assignment

Nothing in this License will restrict the Licensors's right to sell, convey, assign or otherwise deal with all or any part of the ASP, subject to the Licensee's rights under this License. A sale, conveyance or assignment of the ASP will, from and after the effective date thereof, operate to release the Licensors from liability for all of the covenants, terms and conditions of this License and the Licensee will thereafter look solely to the Licensors's successor in interest in and to this License. The License will not be affected by such sale, conveyance or assignment and the Licensee will attorn to the Licensors's successor in interest thereunder.

ARTICLE 22 STATUS STATEMENT, ATTORNMENT, SUBORDINATION

22.1 Sale or Financing of ASP

The rights of the Licensors in the ASP may be mortgaged, charged, transferred, or assigned at any time and from time to time to a purchaser or to a Mortgagee or trustee for bond holders, and in the event of a sale or default by the Licensors under any mortgage, trust deed, or trust indenture and the purchaser, Mortgagee, or trustee, as the case may be, duly entering into possession of the ASP or the Premises, the Licensee agrees to attorn to and become the licensee of such purchaser, Mortgagee, or trustee, under the

terms of this License. The Licensee will, at the request of the Licensors, provide a written acknowledgement of receipt of a notice of assignment by the Licensors.

22.2 Status Statement

The Licensee shall from time to time on not less than five (5) days' written notice from the Licensors, execute and deliver to the Licensors a written statement certifying:

- (a) that this License is in full force and effect, except for such modification (if any) as may be set out therein that there are no uncured defaults in the Licensors' performance;
- (b) that the Licensee is accessing the Premises and paying Premises Usage Fees as provided in this License;
- (c) the dates (if any) to which Premises Usage Fees is paid in advance;
- (d) that there are not any uncured defaults on the part of the Licensors, or specifying such defaults if any are claimed; and
- (e) any other information or statement that a proposed mortgagee, purchaser, or disposee may reasonably require.

Any such statement may be relied upon by any prospective transferee or encumbrancer of all or any portion of the ASP or any assignee of any such persons. If the Licensee fails to timely deliver such statement, the Licensee will have been deemed to have acknowledged that this License is in full force and effect without modification except as may be represented by the Licensors.

22.3 Attornment

So long as the Licensee's occupation and possession of the Premises is not disturbed, the Licensee shall, in the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by the Licensors covering the Premises, attorn to the Mortgagee or the purchaser upon any such foreclosure or sale and recognize such Mortgagee or purchaser as the Licensors under this License.

22.4 Subordination

This License is subject and subordinate to all mortgages, trust deeds, or trust indentures which may now or at any time hereafter affect in whole or in part the Premises or the ASP and whether or not any such mortgage, trust deed, or trust indenture will affect only the Premises or the ASP or will be a blanket mortgage, trust deed or trust indenture affecting other lands and premises as well. This License will also be subject and subordinate to all renewals, modifications, consolidations, replacements, and extensions of any such mortgage, trust deed, or trust indenture. In confirmation of such subordination and agreement to attorn, the Licensee will execute promptly upon request by the Licensors any certificate, instruments of postponement or attornment, or other instruments which may from time to time be requested to give effect hereto. The Licensee hereby irrevocably appoints the Licensors as the attorney for the Licensee with full power and authority to execute and deliver such instruments for and in the name of the Licensee.

22.5 Licensee Information

The Licensee shall, upon request, provide the Licenser with such information as to the Licensee's financial standing and corporate organization as the Licenser or the Mortgagee requires. Failure of the Licensee to comply with the Licenser's request herein shall constitute a default under the terms of this License and the Licenser shall be entitled to exercise all of its rights and remedies provided in the License.

ARTICLE 23 MISCELLANEOUS

23.1 Compliance with Laws

At the sole cost and expense of the Licensee, the Licensee will comply with and abide by all Applicable Laws in connection with the Premises, and all equipment, machinery, and other facilities therein, and the Licensee's use, occupation, condition, maintenance, alterations, and repairs thereof, whether or not in force at the date hereof and in accordance with all directions, rules, and regulations of the health officer, fire marshal, building inspector, or other proper officers of the City or other agencies, whether municipal, federal, or provincial, having jurisdiction, or the insurers of the Licenser. In the event that the Licensee fails to comply with the foregoing provisions, the Licenser may comply on behalf of the Licensee and collect the expense for such work from the Licensee in the same manner as arrears of Additional Fees.

23.2 Licenser's Access

The Licenser or its agents may access and use the Premises together with the Licensee during all hours and, without limitation, to enter the Premises at all reasonable times to make such repairs as the Licenser may deem necessary or desirable, and the Licenser shall be allowed to take all material into and upon the Premises that may be required therefor.

23.3 Rules and Regulations

The Rules and Regulations attached hereto as Schedule D are hereby made a part of this License and the Licensee agrees to comply with and observe the same. The Licenser may from time to time amend the Rules and Regulations and upon receipt of written notice of such amendments the Licensee agrees thereupon to comply with and observe all such Rules and Regulations and amendments thereto, provided that no such Rules and Regulations which contradict any provisions of this License shall be binding upon the Licensee. The Licensee further acknowledges and agrees that the Licenser may from time to time deliver rules and regulations established for the Development (the "**Development Rules and Regulations**"), and upon receipt of the Development Rules and Regulations, they will form part of this License and the Licensee agrees to comply with and observe the same. The Licensee's failure to keep and observe the Rules and Regulations and/or the Development Rules and Regulations shall constitute a breach of this License in the manner as if the same were contained herein as covenants. Further, the Licensee agrees to comply with and cause its employees, contractors and invitees to comply with the Licenser's policies of general application to the Lands that are not inconsistent with this License, including without limitation the following policies:

- (a) SR1, Consumption of Alcoholic Beverages and the Non-Medical Use of Drugs on University Premises
- (b) SR3, Smoking

- (c) SR7, Safety and Health; and
- (d) SR8, Emergency Response to Inappropriate, Disruptive or Threatening Behaviour.

23.4 No Tacit Renewal

If the Licensee remains in possession of the Premises after the end of the Term without the execution and delivery of a new license agreement, and the Licenser accepts Premises Usage Fees, there shall be no tacit renewal of this License or the Term hereby granted, and the Licensee shall be deemed to be occupying the Premises as a licensee from month to month at a monthly license fee payable in advance on the 1st day of each month equal to the sum of one hundred fifty twenty (120%) of the fixed Minimum License Fee payable during the last month of the Term plus Additional Fees and otherwise upon the same terms and conditions as are set forth in this License, so far as applicable to a monthly occupancy.

23.5 Successors

This License shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns. No rights, however, shall enure to the benefit of any assignee of the Licensee unless the assignment to such assignee has been consented to by the Licenser in writing as provided in Section 15.1.

23.6 Force Majeure

Except as otherwise provided in this License, in the event that either party shall be delayed or hindered in or by reason of strikes, lockouts, labour troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots insurrection, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this License, and not a delay caused by lack of funds or other financial reason, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

23.7 Notices

Any notice, demand, request or other instrument which may be or is required to be given under this License shall be in writing and shall be delivered in person or sent by registered mail postage prepaid or by courier or by facsimile and shall be addressed:

- (a) If to the Licenser

KWANTLEN POLYTECHNIC UNIVERSITY
12666 72 Avenue
Surrey, BC V3W 2M8
Fax: 604 599 3344
Attention: Brent Elliott, AVP Campus and Community Planning

- (b) If to the Licensee

KPU Communities Corporation, in its capacity as trustee of the KPU Communities Trust
at the Premises
Attention: Jaret Lang, President

or at such other address as the Licensor or the Licensee may designate by written notice. Any such notice, demand, request or consent shall be conclusively deemed to have been given or made on the day upon which such notice, demand; request or consent is delivered, or if mailed, then on the seventh business date following the date of the mailing as the case may be, and either party may at any time give notice in writing to the other of any change of address of the party giving such notice and from and after the giving of such notice, the address therein specified shall be deemed to be the address of such party for the giving of notices hereunder, provided that in the case of interruption in the ordinary postal service, any notice, demand, request or consent given hereunder shall be delivered and not mailed.

23.8 No Partnership

The Licensor and the Licensee are agreed that nothing contained in this License nor any acts of the Licensor or the Licensee shall be deemed to create any relationship between the Licensor and the Licensee other than the relationship of licensor and licensee.

23.9 No Waiver

No condoning, excusing or overlooking by the Licensor or the Licensee of any default, breach or non-observance by the Licensee or the Licensor at any time or times in respect of any covenant, proviso or condition herein contained shall operate as a condoning, excusing or overlooking of any continuing or subsequent default, breach or non-observance, or so as to defeat or affect in any way the rights of the Licensor or the Licensee herein in respect of any such continuing or subsequent default or breach, and no waiver shall be inferred from or implied by anything done or omitted by the Licensor or the Licensee save only expressed waivers in writing.

23.10 Entire Agreement

This License, including the Schedules attached hereto, contains the entire agreement between the parties hereto with respect to the subject matter of this License. There are no covenants, agreements, conditions or representations which will subsist between the parties, except as expressly set forth in this License. Except if otherwise specifically provided in this License, no amendment, modification or supplement to this License will be valid or binding unless set out in writing and executed by the parties hereto.

23.11 Relocation

Intentionally Deleted.

23.12 Freedom of Information

The Licensee acknowledges that this License and all information supplied by it to the Licensor relating to this License is subject to the provisions of the *Freedom of Information and Protection of Privacy Act*, as amended from time to time.

ARTICLE 24 INDEMNIFIER

Intentionally Deleted.

IN WITNESS WHEREOF the Licensor, the Licensee and the Indemnifier, if any, have executed this License as of the day and year first above written.

LICENSOR

KWANTLEN POLYTECHNIC UNIVERSITY

Per: _____
Authorized Signatory
Name:
Title:

Per: _____
Authorized Signatory
Name:
Title:

LICENSEE

**KPU COMMUNITIES CORPORATION, IN ITS CAPACITY AS TRUSTEE OF THE
KPU COMMUNITIES TRUST**

Per: _____
Authorized Signatory
Name:
Title:

SCHEDULE A
LEGAL DESCRIPTION OF ASP

PID: 030-364-132	Air Space Parcel 2 Section 27 Block 5 North Range 2 West NWD Air Space Plan EPP67860
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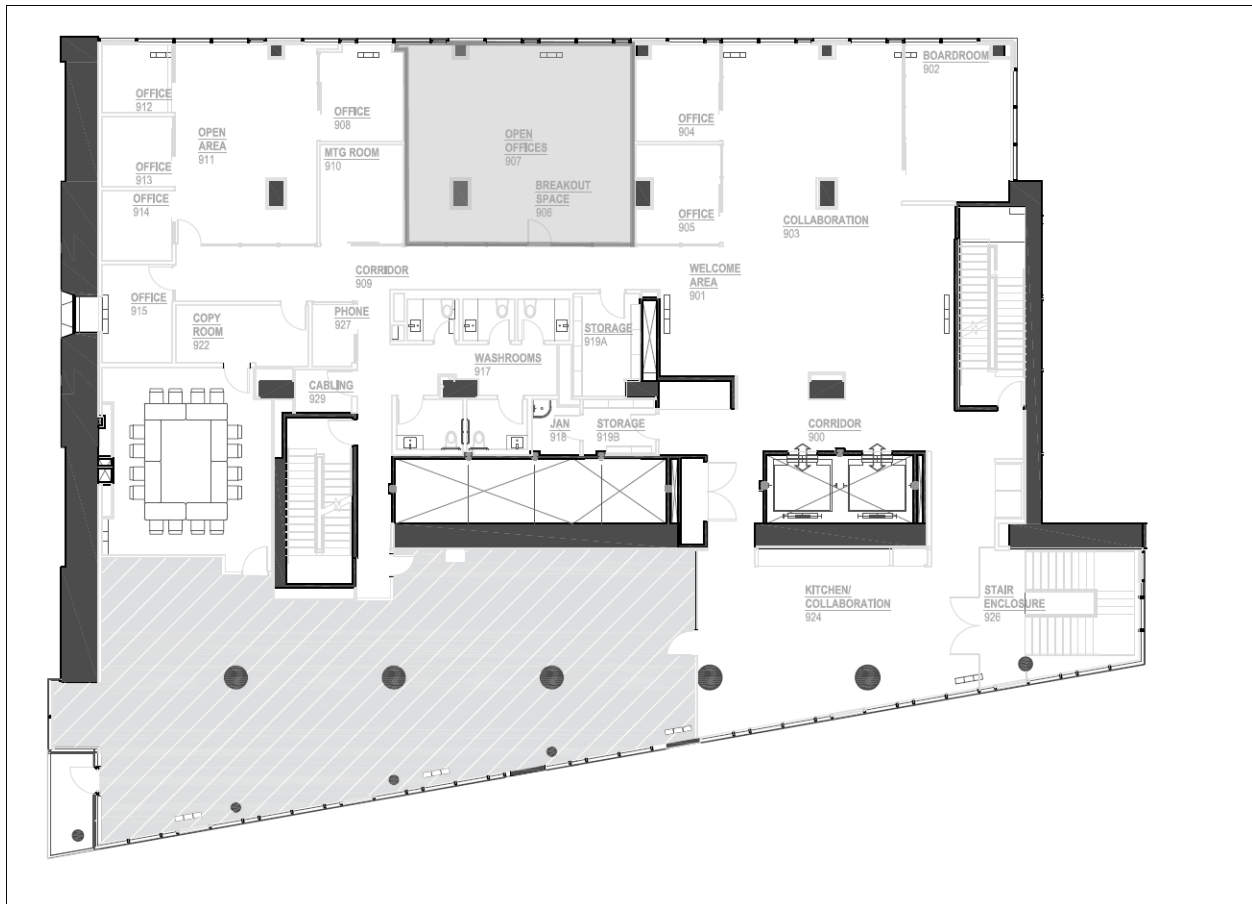
SCHEDULE B LOCATION OF PREMISES

Civic Address of Premises:

Unit 906 and 907 - 13485 Central Ave

Surrey, BC

Plan of Premises:



SCHEDULE C
DESCRIPTION OF LICENSOR AND LICENSEE WORK

NONE

**SCHEDULE D
RULES AND REGULATIONS**

1. REFUSE

- (a) All trash, rubbish, waste material and other garbage shall be kept within the Premises until the day of removal, such removal at the expense of the Licensee, on a regular basis as determined by the Licensor.
- (b) The Licensee shall not burn any garbage in or about the Premises or anywhere within the ASP.
- (c) If the Licensee's garbage is of a deteriorating nature, creating offensive odours, the Licensee shall utilize and maintain at its cost and expense refrigerated facilities as required by the Licensor.
- (d) In the event the Licensor considers necessary, or otherwise consents in writing to, the placing of the Licensee's garbage outside the Premises, such garbage shall be placed by the Licensee in containers approved by the Licensor but provided at the Licensee's expense and kept at a location designated by the Licensor.

2. OVERLOADING, SUSPENSION

- (a) The Licensee shall not overload any floor of the Premises in excess of one hundred (100) pounds per square foot, or such other weight as the Licensor reasonably determines.
- (b) The Licensee shall not hang or suspend from any wall or ceiling or roof, or any other part of the Premises or the ASP, any equipment, fixtures, signs or displays which are not first authorized by the Licensor.

3. ELECTRICAL EQUIPMENT

- (a) If the Licensee requires any electrical equipment which might overload the electrical facilities in the Premises, the Licensee shall submit to the Licensor plans and specifications for works required to install and supply additional electrical facilities or equipment to prevent such overloading, and shall obtain the Licensor's written approval to perform such works, which shall meet all the applicable regulations or requirements of any government or other competent authority, the Association of Insurance Underwriters and the Licensor's insurers, all at the sole cost and expense of the Licensee.

4. PLUMBING

No plumbing facilities shall be used for any purpose other than that for which they were designed, and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage or damage resulting from a violation of this provision by the Licensee or by any person for whom the Licensee is responsible shall be borne by the Licensee. No garburators shall be installed by the Licensee without the prior written approval of the Licensor.

5. HVAC OPERATION

- (a) The Licensee shall operate or permit to be operated its own heating, ventilating or air-conditioning equipment, if any, in such manner that there will be no direct or indirect appropriation of heating or cooling from other portions of the ASP.
- (b) The Licensee shall not leave open any doors or windows to the exterior of the ASP which would adversely affect the performance of any heating, ventilating or air-conditioning equipment in the ASP.

6. SIGNS, ADVERTISING, DISPLAY WINDOW

- (a) The Licensee shall not erect or install any exterior signs or interior window or door signs or advertising media or window or door lettering or placards without the prior written consent of the Licensor.
- (b) The Licensee shall not use any advertising media that the Licensor shall deem objectionable to it or to other tenants/occupants, such as, without limiting the generality of the foregoing, loudspeakers, phonographs, televisions, public address systems, sound amplifiers, radios, broadcasts or telecasts within the ASP in a manner capable of being heard or seen outside the Premises.
- (c) The Licensee shall not install any exterior lighting, exterior decorations or build any aerial or mast or make any change to the store front of the Premises, without the prior written consent of the Licensor.
- (d) The Licensee shall indemnify and save harmless the Licensor from all claims, demands, loss or damage to any person or property arising out of any sign, mast, aerial or other installation, notwithstanding any consent by the Licensor thereto.
- (e) Any installation requiring the Licensor's consent which has not received such consent shall be subject to immediate removal without notice at the Licensee's cost.

7. NO SOLICITATION

Neither the Licensee, nor the Licensee's employees and agents, shall solicit business in Common Areas or distribute any handbills or other advertising matter therein.

8. PESTS

Should the Premises become infested with rodents, vermin or the like, the Licensee shall forthwith remedy the same and shall use, at the Licensee's cost, such pest extermination contractor as the Licensor may direct and at such intervals as the Licensor may require as being necessary by reason of the conditions in the Premises.

9. NOTICE OF ACCIDENT, DEFECTS

The Licensee shall give immediate notice to the Licensor in case of fire or accident in the Premises or of defects therein or to any fixtures or equipment thereon.

10. EMERGENCY CONTACTS

The Licensee shall provide the Licensors with the names, addresses and telephone numbers of two (2) authorized employees of the Licensee who may be contacted by the Licensors in the event of an emergency relative to the Premises.

11. PERMITS, LICENCES

The Licensee alone shall be responsible for obtaining, from the appropriate governmental authority or other regulatory body having jurisdiction, whatever permits, licences or approvals as may be necessary for the operation of its business, the whole to the entire exoneration of the Licensors.

12. LICENSEE'S WORK

Any work to be performed in the Premises by the Licensee or its contractors shall be first approved and then made strictly in accordance with the Rules and Regulations of the Licensors from time to time in respect of work by tenants/occupants within the ASP.

13. FURTHER RULES AND REGULATIONS

For the general benefit and welfare of the ASP and the tenants/occupants therein, the Licensors may amend these Rules and Regulations, by alteration or addition, and such amended Rules and Regulations shall be binding on the Licensee.

**SCHEDULE E
ADDITIONAL TERMS AND CONDITIONS**

1. RENEWAL OPTION

Provided the Licensee has performed all the Licensee's covenants and has not been in default under any of the terms of the License, then the Licensee, on giving written notice to the Licensor not earlier than eight (8) months or later than six (6) months prior to the last day of the Term of the License, shall have the right to renew the License for two (2) renewal terms of one (1) year each, upon the same terms and conditions as contained in the License, excluding any provisions for free rent, bonuses, improvements, inducements, the Minimum License Fee and any further rights of renewal.

Each renewal term shall commence on the day immediately succeeding the last day of the Term or renewal term, as the case may be, and shall end at midnight on the day immediately preceding the anniversary of the first day of the renewal term, unless sooner terminated in accordance with the provisions of the License. The Minimum License Fee payable during each renewal term shall be at the annual Minimum License Fee payable during the last year of the prior Term or renewal term, as the case may be, plus CPI.

2. EARLY TERMINATION

Notwithstanding anything herein to the contrary, if the Licensor intends to use the Premises for university purposes, the Licensor may at any time during the Term of this License and any renewals thereof, terminate this License by giving the Licensee written notice (the "**Termination Notice**") of such termination and this License shall terminate six (6) months after the date of delivery of the Termination Notice or such later date as may be specified in the Termination Notice.

Upon the expiration of this License pursuant to this Section, the Licensee shall peaceably surrender vacant possession of the Premises to the Licensor in accordance with the terms of this License, all Premises Usage Fees payable hereunder shall be apportioned and paid to the date of termination and the Licensee shall have no claim or rights of action against the Licensor arising out of the termination of this License.

3. LICENSOR'S CONDITION PRECEDENT

This License is subject to the Licensor providing notice to the Licensee on or before the date set out below that the following condition precedent has been satisfied or waived:

- (a) on or before June 26, 2024, that the Board of the Licensor has approved the terms and conditions of this License.

The parties agree that this License will become an unconditional License for the Premises forthwith upon the satisfaction or waiver of the foregoing condition. In consideration of \$10.00 paid by the Licensor to the Licensee and other good and valuable consideration (the receipt and sufficiency of which are acknowledged), the Licensee agrees not to revoke their acceptance of this License while this License remains subject to the foregoing condition precedent. The foregoing condition is for the Licensor's sole benefit and may be waived unilaterally by the

Licensor, at the Licensor's election, and if the Licensor does not give the Licensee notice of satisfaction or waiver of such condition precedent within the time herein provided then the Licensor's obligation to license the Premises to the Licensee will be at an end and this License will forthwith terminate.

Notwithstanding the foregoing, the Licensor may upon prior written notice to the Licensee extend the time for satisfaction or waiver of such condition by up to two (2) periods of thirty (30) days each.

4. FURNITURE

The Licensor agrees to make its space consultant and staff available to the Licensee for the purposes of choosing furniture for installation in the Premises (the "Furniture") as part of the Licensor's Work. The Licensee acknowledges and agrees that any delay in choosing the Furniture may lead to a delay in delivery of installation of the Furniture such that it may not be installed prior to the Commencement Date and the Licensor will not be liable for any such delay.

Notwithstanding Section 17.2 of the License, at the expiration or earlier termination of this License, the Licensee will not remove any of the Furniture unless the Licensor has provided written notice to the Licensee to remove the Furniture or certain items of Furniture, in which case the Licensee will remove the specified Furniture in accordance with Section 17.2 of the License.

5. COLLABORATION SPACE

The Licensor, in common with the Licensee and other occupants of the ASP, will have the right to use the space indicated as Open Area and Collaboration on the plan attached hereto as Schedule B subject to pre-booking such space in accordance with a policy agreed upon by the Licensor and the Licensee, each acting reasonably, and other occupants of the ASP.

6. SERVER ROOM

The Licensee will have no access to the Licensor's communications rooms located on any floor or the server room located on the 7th floor (the "Server Room"). The licensee may request to the Licensor the provisioning of new services and if the Licensor consents, access to the communications rooms will be provided to provision the said service. The Licensee may also make a request to the Licensor regarding provisioning of services supplied from the server room, and if the Licensor consents to such request, the Licensor and the Licensee will enter into a separate license agreement.

**SCHEDULE F
PROHIBITED USES**

Intentionally Deleted.

BOARD OF GOVERNORS - REGULAR MEETING

Agenda Number: 9.5

Meeting Date: June 26, 2024

Presenter(s): Brent Elliott

AGENDA TITLE: RENEWAL OF PATERSON PARK LICENSE AGREEMENT WITH THE CITY OF DELTA

ACTION REQUESTED: Motion

RECOMMENDED RESOLUTION

THAT the Board Finance Committee recommend that the Board of Governors approve the renewal of the Licence Agreement between the City of Delta and KPU for the City's use of KPU's portion of Paterson Park for a five-year term from July 1st 2024 to May 31st 2029.

COMMITTEE REPORT

On June 18, 2024, the Board Finance Committee recommended that the Board of Governors approve the renewal of the License Agreement between the City of Delta and KPU for the City's use of the KPU's portion of Paterson Park for a 5-year term from July 1, 2024 to May 31, 2029.

Context and Background

Background:

On May 27th 2020, the KPU Board of Governors approved a Licence Agreement between the City of Delta ("the City") and KPU for the City's use of Paterson Park from May 31st 2020 to May 31st 2022. The License Agreement, which has subsequently been updated and renewed since that first agreement, provides the City with the right to enter in, over and upon KPU's portion of Paterson Park to:

- access and maintain an electronic municipal sign;
- allow residents of the City to access the Lands for walking and cycling purposes;
- allow the City to maintain the Lands;
- make alternations to the Lands with prior written approval from KPU; and
- provide the City with uninterrupted access (including its employees, agents and contractors) to enter the Lands at any time with or without workers, vehicles and equipment for the purposes set out above.

Separately in 2020, KPU prepared and executed a Special Events Agreement with the City given the number of special events that the City of Delta administers at Paterson Park. The Special Events Agreement now forms part of the proposed renewed Licence Agreement and references the Special Events Agreement (Schedule B), with its term being tied to the duration of the parent Licence Agreement.

Discussion:

In March 2024, KPU and the City of Delta began conversations for a further renewal of the Licence Agreement for Paterson Park, noting the pending expiry date of May 31st 2024. New or revised provisions, compared to the prior agreement, include:

- The renewed Licence term has been set for five-years, starting from July 1, 2024 and expiring May 31st 2029;
- The term may be extended for an additional five years, subject to the mutual agreement between the KPU and the City;
- A provision to allow access to the property by the university and its agents for the purposes of, but not limited to, geotechnical, environmental, and archaeological studies;
- A requirement that should the City wish to service their portion of the Paterson Park, any extensions of such services to our portion will require the prior written approval of the university;
- A requirement that the City undertake environmental testing of the property at the City's costs, once within one month of the commencement of the Term, and again 3 months prior to the expiry of the Term, providing the university with a copy of the results. The intent is to safeguard the environmental integrity of our property, noting the use of the site for vehicle parking during some of the City's Special events.

The license fee remains \$1.00 per year and KPU may still terminate the licence agreement at any time, at our discretion, with 30 days' notice. As well, the Licence Agreement continues to indemnify KPU against any and all manner of liability which KPU may sustain arising out of the City's use of the lands.

CCP is seeking the Board Finance Committee's endorsement of the new License Agreement and an approval recommendation to the Board of Governors.

Key Messages

1. A renewed Licence Agreement is proposed to replace the original Licence Agreement, with a five-year term, commencing on July 1st 2024 and terminating on May 31st 2029.
2. The Licence Agreement allows residents of Delta access to KPU's portion of the Paterson Park lands for walking and cycling purposes, the City to host Special Events on our portion of the Park and allows Delta to maintain KPU's property and its sign which is located on the lands.

Resource Requirements

A renewal of the Licence Agreement with the City of Delta is needed to replace the current Licence Agreement, which is set to expire on May 31st 2024.

Implications/Risks

An active Licence Agreement between KPU and the City of Delta is needed so long as public use of the park is provided through the City to ensure KPU's interests are protected in regards to legal and insurance purposes.

Consultations

Campus and Community Planning has worked with the university's Risk Management Department, the General Counsel's Office and an external legal consultant and has obtained their approval of the renewed licence agreement.

Attachments

1. *Proposed Licence Agreement between City of Delta and KPU.*
-

Submitted by

Brent Elliott, Associate Vice President, Campus & Community Planning
Peter Smailes, Vice President, Administration

Date submitted

June 18, 2024

LICENCE AGREEMENT

THIS AGREEMENT is made with effect as of the 1st day of July, 2024 (the “**Effective Date**”). BETWEEN:

KWANTLEN POLYTECHNIC UNIVERSITY, a special purpose teaching university pursuant to regulations prescribed under the *University Act* having an address at 12666 72 Avenue, Surrey, British Columbia V3W 2M8

(“**KPU**”)

AND:

CITY OF DELTA, a municipal corporation under the *Community Charter* having an address at 4500 Clarence Taylor Crescent, Delta, British Columbia V4K 3E2

(“**Delta**”)

WHEREAS:

- A. KPU is the registered owner of those lands and premises with a civic address of 5900 Ladner Trunk Road, in the municipality of Delta, in the Province of British Columbia, and legally described as:

PID: 018-870-236

Lot 2 Section 35 Township 5 New Westminster District Plan LMP17932 (the “**Lands**”);

- B. Delta has installed and wishes to maintain a sign and wires, cables and other works or structures associated therewith (the “**Sign**”) for the posting of community events notices on a portion of the Lands, the location of which is shown boldly outlined in white on Schedule A hereto (the “**Sign Area**”);
- C. Delta wishes to utilize the remainder of the Lands for the purposes described herein, pending a disposition or other use of the Lands by KPU;
- D. Pursuant to a licence agreement dated for reference May 1, 2016 (the “**Original Licence**”), KPU granted Delta certain rights of occupation relating to the Lands for a two (2) year term (the “**Original Term**”) that commenced on May 1, 2016 and was set to terminate April 30, 2018;
- E. Delta continued to occupy the Lands beyond the Original Licence term on an overhold basis, pursuant to Section 10 of the Original Licence and the parties subsequently entered into a series of licence agreements, dated for reference June 1, 2018, June 1, 2020, June 1, 2022 and June 1, 2023 (collectively with the Original Licence, the “**Prior Licences**”);
- F. The parties entered into a Special Events Agreement dated February 14, 2020 (the “**Special Events Agreement**”) (attached hereto as Schedule B), with respect to “Special Events” (as defined therein) put on by Delta and third parties on the Lands; and
- G. KPU and Delta wish to enter into this Agreement which, effective as of the Effective Date, will supersede and replace the Prior Licences.

NOW THEREFORE THIS AGREEMENT WITNESSES that, in consideration of the mutual covenants contained in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by the parties hereto), KPU and Delta hereby agree as follows.

1. Grant of Licence

Subject to the terms and conditions of this Agreement, KPU hereby grants to Delta a non-exclusive licence of occupation (the “**Licence**”) of the Lands for a term of five (5) years, commencing on the Effective Date and expiring on May 31, 2029 (the “**Term**”), unless earlier terminated in accordance with the terms of this Agreement.

Upon mutual agreement, the Term may be extended for one additional term of five (5) years.

2. Purpose

KPU, subject to the terms and conditions contained in this Agreement, hereby grants to Delta the right to enter in, over and upon the Lands for the purpose of:

- (a) inspecting, installing, maintaining, constructing, altering, cleaning, repairing, removing, replacing and operating the Sign on the Sign Area and to keep the Sign Area in a good and safe condition;
- (b) allowing residents of Delta access to the Lands for walking and cycling purposes;
- (c) re-levelling, re-seeding, inspecting, cutting, trimming, removing, altering, maintaining and replacing any ground, grass, trees, shrubs or vegetation within or on the Lands;
- (d) making alterations to the Lands with prior written approval of KPU;
- (e) to carry on Special Events, as that term is defined in the Special Events Agreement, in accordance with the Special Events Agreement; and
- (f) providing uninterrupted access by Delta, including its employees, agents and contractors, to enter upon the Lands at any time, with or without workers, vehicles and equipment, for the purposes set out above.

2A. Reservation - Access for Academic and Research Purposes and Signage

Notwithstanding the grant of the Licence, KPU reserves for itself and its employees, agents, contractors and invitees, upon thirty (30) days' advance written notice to Delta, the right:

- (a) to access and make use of the Lands for academic and research purposes;
- (b) to access the Lands for due diligence and site-information gathering purposes, including but not limited to, geotechnical, environmental, and archaeological studies; and
- (c) to install signage in respect of the marketing and sale of the Lands,

in each case, provided that it complies with the terms of Section 5 herein.

3. Licence Fee

In consideration of the Licence granted herein, Delta shall pay to KPU One Dollar (\$1.00) plus all applicable taxes per annum (the "**Licence Fee**") and such fee shall be paid to KPU, in advance without deduction, on or before the first day of the Term and thereafter annually on the first day of the subsequent year of the Term.

4. Management of the Lands; Delta Covenants

4.1 Subject to the terms and conditions set forth in this Agreement, Delta hereby covenants:

- (a) to use and occupy the Lands only for the purposes provided in Section 2, and for no other purposes without the prior written approval of KPU;
- (b) to be responsible for the maintenance of the Lands during the Term;
- (c) not to carry out any alterations and/or improvements to the Lands, including site servicing, without the prior written approval of KPU, which may be granted at KPU's sole discretion,

with or without conditions, including entering into a separate site servicing agreement;

- (d) to be responsible for remedying any unsafe conditions on the Lands existing on the Lands as of the date hereof, and to remedy any unsafe conditions on the Lands that may be created or arise during the Term or that may have been created or arisen during the terms of the Prior Licences, and any period of overholding, save and except for any unsafe conditions caused by or attributable to KPU or its employees, agents, contractors and invitees under section 2A of this Agreement or otherwise;
- (e) to be responsible for all equipment used by Delta or any of its employees, agents and contractors on the Lands;
- (f) without limiting subsection (c) above, to ensure that all alterations and improvements made to the Lands and the maintenance of the Sign are undertaken in accordance with sound engineering and construction practices in effect at the date of conduct of the works, and comply at all times with all applicable statutes, regulations and bylaws of any relevant municipal, provincial, federal or other governmental authority;
- (g) to observe, abide by and comply with all laws, bylaws, orders, directions, ordinances and regulations of any competent governmental authority in any way affecting the Lands or the use or occupation thereof by Delta;
- (h) to pay all utilities consumed, and any taxes or charges payable, arising from Delta's use of the Lands, including without limitation the Sign and Sign Area; to promptly pay all accounts, charges and expenses as they become due for any labour performed on or material supplied to the Lands; and to keep the Lands free of any claims of lien caused by or attributable at law to Delta and in the event of the filing of any such lien, to promptly at its own cost and expense cause the same to be discharged;
- (i) on the expiry or earlier termination of the Licence, to peaceably quit, surrender and deliver to KPU possession of the Lands, all in good and substantial order and in a clean and tidy condition, and to remove all rubbish and waste material from the Lands;
- (j) not to use the Lands for any Special Events except in accordance with the Special Events Agreement; and
- (k) to do on the Lands anything that may be or become a nuisance or which may be offensive or in contravention to municipal, provincial or federal laws.

4.2 During the Term, Delta will be the "prime contractor" with respect to the Lands as defined in the *Workers Compensation Act* (British Columbia) when Delta, or a contractor hired by Delta, is one of the employers on the workplace save and except when KPU or its employees, agents, contractors and invitees exercise any rights under section 2A of this Agreement. Delta will indemnify KPU for any costs, fines, expenses and penalties that KPU is required to pay as a result of or arising from Delta's activities on the Lands which are in breach of the *Workers Compensation Act* (British Columbia) or any regulation, order or directive under that Act. Delta will, or will cause its contractors to, register for and maintain workers compensation coverage in accordance with the *Workers Compensation Act* (British Columbia) including, if applicable, Personal Optional coverage, during the Term and will provide proof of coverage to KPU upon the request of KPU from time to time.

4.3 Delta accepts the condition of the Lands, including, without limitation, its environmental condition, on an "as is, where is" basis, and in connection therewith, Delta understands that a portion of the Lands, including the groundwater therein, may be contaminated with elevated sodium, chloride and magnesium concentrations likely due to use of road salt on roads adjacent to the Lands and roads and/or paths located on the Lands; further, Delta acknowledges and agrees that KPU has not and will not give any representations, warranties or covenants in respect of the Lands including, without limitation, its condition, fitness for use for the purposes of Delta, or its compliance with environmental laws or zoning bylaws.

4.4 (a) Delta will not bring or create on, or allow to be brought onto or created on the Lands, any

pollutants, contaminants, hydrocarbon contaminants, asbestos materials, hazardous, corrosive or toxic substances, hazardous waste, or waste of any kind or any other substance which is regulated, prohibited or controlled under any statute, law, regulation, bylaw, permit or other lawful requirement, relating to in any way the environment, health or occupational health and safety. Notwithstanding any law to the contrary, the ownership and responsibility for any such substances and wastes brought onto or created on the Lands by Delta or any person for whom it is responsible in law will remain with Delta, and not KPU.

(b) Delta will conduct environmental testing of the Lands, at Delta's sole cost, and provide KPU with a copy of the results at the following times:

- (a) within one month of the commencement of the Term;
- (b) 3 months prior to the expiry of the Term (notwithstanding any subsequent agreement to renew the Term); and
- (c) within [60] days of a written direction from KPU, which may be issued at any time KPU, acting reasonably, determines that an activity on the Lands carried by Delta or authorized by Delta may have caused, or materially increased the risk of, contamination of the Lands or any part thereof.

The environmental testing will be similar to the scope of work described in the proposal to Delta, dated January 22, 2024, from Arcadis Canada Inc., a copy of which is attached hereto as Schedule C.

5. KPU Covenants

Subject to the terms and conditions set forth in this Agreement, KPU hereby covenants:

- (a) not to do or knowingly permit to be done anything that may, in the opinion of Delta, interfere with or damage the Sign;
- (b) not to do or knowingly permit to be done any act or thing that will interfere with the purposes of the Licence granted herein without the written consent of Delta;
- (c) not to store or use any hazardous materials on the Lands or burn or permit the burning of anything on the Lands other than in accordance with applicable laws;
- (d) not to erect, place or maintain on the Lands any building, structure, foundation, fence, concrete walkway, concrete wall, rock wall, retaining wall, excavation, well, culvert, open drain or ditch, pond, pile of material, obstruction, equipment or thing, or to plant any vegetation, which, in the opinion of Delta, may:
 - (i) interfere with or endanger the Sign or the inspecting, installing, maintaining, constructing, altering, cleaning, repairing, removing, replacing or operating of the Sign;
 - (ii) obstruct access by Delta, its employees, agents and contractors to the Lands; or
 - (iii) create any hazard by its erection, placement or maintenance on the Lands.

(For certainty, the prohibition contained in this subsection (d) does not and shall not apply to any building, structure, foundation, fence, concrete walkway, concrete wall, rock wall, retaining wall, excavation, well, culvert, open drain or ditch, pond, pile of material, obstruction, equipment or thing, or plant or vegetation which exists on the Lands as of the date of this Agreement.)

6. Separate Property - the Sign

Delta and KPU agree that:

- (a) the Sign shall be and remain a chattel and shall remain the separate property of Delta;
- (b) the Sign shall be entirely at the risk of Delta in respect of breakdown, failure, disrepair, loss, damage, injury, destruction or accident from whatsoever cause arising; and
- (c) upon the expiry of the Term or earlier termination of the Licence, Delta shall promptly de-construct and remove the Sign from the Sign Area in accordance with Section 12.

7. Indemnity

7.1 Delta hereby releases KPU and each, any and all of its board members, officers, servants, agents and employees (collectively, the “**KPU Group**”) from, and hereby covenants and agrees to indemnify and save harmless each member of the KPU Group against, any and all manner of liability, actions, causes of action, prosecutions, claims, fines, demands, damages, losses (including, without limitation, economic loss, property damage, personal injury or death), costs or expenses of whatever kind, which the KPU Group or any of them may sustain or be put to, in any manner based upon, arising out of or attributable to:

- (a) any act or omission of Delta or its officers, servants, agents, employees, contractors, invitees, guests or any member of the public (collectively, the “**Delta Group**”), on the Lands;
- (b) any failure on the part of the Delta Group or any of them to comply with the terms, conditions or provisos of this Agreement;
- (c) any unsafe condition on the Lands created by the Delta Group or any of them; or
- (d) any use of the Lands by the Delta Group or any of them during the Term, or during the terms of the Prior Licenses and any period of overholding,

save and except to the extent that such loss, injury, damage or death is caused by the negligence or wilful act or omission of the KPU Group or any of them.

7.2 The obligation of Delta to indemnify and save harmless each member of the KPU Group under the provisions of Section 7.1 shall survive any expiration of the Term or cancellation or termination of the Licence or this Agreement.

7.3 Insurance

Delta covenants with Kwantlen that it will, at its cost and expense, take out and keep in force, as available, either rental liability insurance or commercial general liability insurance, including personal injury liability, bodily injury liability, property damage liability, contractual liability, non-owned automobile liability, employer's liability, and owners and contractors protective insurance coverage, with respect to the Lands and each Special Event in particular.

Such coverage must:

- (a) Be written on a comprehensive basis with inclusive limits of at least \$5,000,000 per occurrence for bodily injury for any one or more persons, or property damage,
- (b) Contain a severability of interests section and cross-liability sections; and
- (c) Name the Kwantlen Group as additional insureds.

All insurance described in this clause must be:

- (a) primary; and
- (b) not require the sharing of any loss by any insurer of KPU

Delta must obtain, maintain and pay for any additional insurance which Delta is required by law to carry, or which the Delta considers necessary to cover risks not otherwise covered by insurance specified in this section.

Delta shall ensure that each of its subcontractors obtains all the necessary and appropriate insurance that a prudent person in the business of the subcontractor would maintain and that KPU and Indemnified Parties are named as additional insured with respect to any liability arising in the course of performance of the subcontractor's obligations.

Delta covenants with Kwantlen that Delta will ensure that the Organizer takes out and keeps in force insurance in keeping with Section 7.3 or Delta's standard insurance requirements, and that the Organizer will include the Kwantlen Group as additional insureds

8. Events of Default

KPU may forthwith terminate the Term, this Agreement and the Licence and take full possession of the Lands without further notice to Delta if:

- (a) any amount due from Delta to KPU under this Agreement is in arrears and is not paid within twenty-one (21) days after written demand by KPU;
- (b) Delta has breached any of its obligations under this Agreement, other than payment of any amounts due from Delta, and after twenty-one (21) days' notice in writing from KPU Delta fails to remedy such breach or, in the case of a failure which cannot with due diligence be cured within such twenty-one (21) day period, if Delta shall not promptly proceed to cure the same and thereafter prosecute such curing with diligence, it being intended in connection with a failure not capable of being cured within such twenty-one (21) day period that the time within which Delta shall have to cure the same shall be extended for such period as may be reasonably necessary to cure the same with diligence;
- (c) a creditor of Delta executes or attaches this Agreement or the Sign and the same is not stayed within twenty-one (21) days;
- (d) Delta makes any assignment for the benefit of creditors, or becomes insolvent or bankrupt or ceases to function or if proceedings are commenced to wind up Delta;
- (e) a liquidator or a receiver or a trustee in bankruptcy is appointed for or in relation to Delta under the *Bankruptcy and Insolvency Act* or the *Companies' Creditors Arrangement Act* or any law of Canada or any province thereof relating to bankruptcy or insolvency if such appointment is not vacated or terminated within twenty-one (21) days or stayed on appeal; or
- (f) without KPU's written approval, the Licence or this Agreement is assigned.

9. Termination

Notwithstanding any other provision of this Agreement, either party may terminate this Agreement and the Licence without cause on thirty (30) days' written notice to the other party.

10. Overholding

If Delta continues to exercise its rights under the Licence after the expiration of the Term without objection by KPU and without a further written agreement, the Licence shall be deemed to be a licence terminable on thirty (30) days' notice. Such month-to-month licence shall be governed by the terms and conditions hereof except for the length of the Term described in Section 1 of this Agreement, and during the period of the month-to-month licence Delta shall be required to pay the Licence Fee to KPU pursuant to the terms of this Agreement and all other payments for which Delta is liable hereunder.

11. Assignment or Change of Control

During the Term, Delta will not:

- (a) assign or sub-licence this Agreement or the Licence; or

- (b) allow any other person to manage the whole or any part of the Lands,

without first obtaining the written consent of KPU, which may be withheld for any reason or may be granted subject to such conditions as KPU considers appropriate.

12. Removal of the Sign

- 12.1 On the expiry of the Term or cancellation or other termination of this Agreement Delta shall, at its sole expense, promptly remove the Sign and restore the Sign Area and any portion of the Lands proximate thereto and affected by the de-construction and removal, all to good and safe condition and to the satisfaction of KPU, within ninety (90) days after the expiry of the Term or cancellation or other termination of this Agreement.
- 12.2 If ninety (90) days after the expiry of the Term or cancellation or other termination of this Agreement, the Sign remains on the Lands, the Sign shall, at the option of KPU, be absolutely forfeited to and become the property of KPU, or KPU may remove it from the Lands and restore the Lands to its satisfaction, and, whether KPU retains or removes the Sign, improvements, or other materials or things, Delta shall, on demand, compensate KPU for all costs incurred by it in relation thereto.
- 12.3 To the extent necessary, the covenants in this Section 12 shall survive the expiry of the Term or cancellation or other termination of this Agreement.

13. Notice

Any notice or payment required or permitted by this Agreement to be given shall be in writing and shall be deemed to have been duly given only if delivered by personal delivery or by email, addressed as follows:

- (a) if to KPU:
KWANTLEN POLYTECHNIC UNIVERSITY
12666 72 Avenue
Surrey, British Columbia V3W 2M8
Attention: General Counsel
Phone Number: 604-599-2079
Email: jennifer.duprey@kpu.ca
with a copy to the Associate Vice President, Campus and Community Planning
Email: brent.elliott@kpu.ca
and:
- (b) if to Delta:
CITY OF DELTA
4500 Clarence Taylor Crescent
Delta, British Columbia V4K 3E2
Attention: General Manager Parks, Recreation & Culture
Phone Number: 604-946-3293
Email: prc@delta.ca

or to such other address as any party may from time to time advise the other party in writing. Any such notice shall be deemed to have been given and received when delivered.

14. Miscellaneous

- 14.1 Delta is not granted and does not hereby acquire exclusive possession of the Lands, nor does this Agreement grant Delta or any of its officers, servants, agents, employees, contractors, invitees or

guests an interest in land in the Lands.

- 14.2 This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.
- 14.3 No term, condition, covenant or other proviso herein shall be considered to have been waived by any party unless such waiver is expressed in writing by that party and no such waiver shall be construed as or constitute a waiver of any further or other breach of the same or any other term, condition or proviso.
- 14.4 The terms and provisions of this Agreement shall extend to, be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns.
- 14.5 Time is of the essence of this Agreement.
- 14.6 This Agreement (including Schedules A, B and C), constitutes the entire agreement between the parties regarding the use of the Lands by Delta and shall not be modified or amended except by a written document executed and delivered by both parties hereto. Delta and KPU hereby confirm and agree that:
- (a) the Prior Licences have expired, are no further force or effect, and are superseded and replaced with this Agreement;
 - (b) as of the Effective Date, this Agreement will supersede and replace the Licence between the parties dated June 1, 2023; and
 - (c) the Special Events Agreement is affirmed and remains in full force and effect for the Term.
- 14.7 This Agreement may be executed in counterparts, which counterparts will together comprise one and the same instrument.
- 14.8 No term, condition, covenant or other proviso herein shall prejudice or affect the rights and powers of Delta in the exercise of its functions under any public or private statute, bylaw, order or regulation, all of which may be fully and effectively exercised in relation to the Lands, as if this Agreement had, not been executed and delivered by Delta or KPU.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

KWANTLEN POLYTECHNIC UNIVERSITY

CITY OF DELTA

Peter Smailes
Vice President, Administration

Trent Reid
General Manager, Parks, Recreation &
Culture

Randall Heidt
Vice President, External Affairs

SCHEDULE A



SCHEDULE B

SPECIAL EVENTS AGREEMENT

THIS AGREEMENT made the 14 day of February, 2020.

BETWEEN:

Kwantlen Polytechnic University ("Kwantlen")

AND:

The City of Delta ("Delta")

WHEREAS:

- A. Kwantlen and Delta are parties to a License Agreement, made with effect as of June 1, 2018 (the "License"), whereby Kwantlen licenced to Delta lands and premises with a civic address of 5900 Ladner Trunk Road, as more particularly described in the License (the "Lands").
- B. Pursuant to Section 4.1(i) of the License, Delta covenanted to "not use the Lands for any special events ~~for any special events~~ without the prior written approval of Kwantlen, for which purpose Kwantlen may require that a special events agreement be executed".
- C. Delta wishes to utilize the Lands for various special events, both those put on by Delta, and those put on by third party organizers, including (without limitation) running races, triathlons, fairs, and exhibitions (collectively, "Special Events").
- D. The parties wish to document the terms and conditions upon which Special Events may be held upon the Lands by Delta or third parties authorized by Delta under the License.

Now therefore, the parties agree as follows:

1. All provisions of the License shall continue to be in effect during all Special Events. If there is an inconsistency between the License and this Agreement, this Agreement prevails.
2. For the period of the Special Event, including all load in and load out periods, the Lands shall be exclusively occupied by Delta, and Delta takes full responsibility for the Lands and all uses thereof and activities thereon.
3. Delta shall provide Kwantlen at least 12 weeks' advance written notice of any Special Events it wishes to permit on the Lands. The advance notice shall include:
 - (a) Details of the Special Event, including the Event's name, the activities that will take place on the Lands, the name of the organizer, and the anticipated number of individuals expected (participants, employees, staff, suppliers, etc.).
 - (b) An assurance from Delta that the Lands are, and will be on the date(s) of the Special Event, in a safe condition and suitable for the Special Event. If the Lands are not currently

suitable, the advance notice must provide an assurance the Delta will undertake all necessary work to render the Lands safe, postpone the Special Event until the Lands are safe, or otherwise cancel the Special Event.

- (c) Where the organizer is a third party, a copy of the agreement between Delta and the Organizer, which shall include liability and indemnity provisions that protect Kwantlen to at least the same extent as the License, and the insurance provisions contained in this Agreement.
 - (d) Where participants in the Special Event are asked to sign a waiver of liability, an assurance that the waiver will either be in the form attached hereto as Schedule 1 or otherwise substantially similar in substance. Without limitation, the waiver must clearly describe the activities and the associated risks, and specifically release Kwantlen from liability.
 - (e) An Assurance from Delta that they will be solely responsible to ensure that the Lands after the Special Event will be in, or otherwise remediated back to, a condition or state as they were originally provided and described under the License Agreement between the parties.
4. Where Kwantlen, acting reasonably, is not satisfied with any aspect of the Special Event, including but not limited to, safety, liability and indemnification protections for Kwantlen, or the substance of the proposed waiver of liability, Kwantlen may withhold its consent until its concerns are addressed.
5. Without limiting Article 7 of the License, Delta hereby releases Kwantlen and each, any and all of its board members, officers, servants, agents and employees (collectively, the "**Kwantlen Group**") from, and hereby covenants and agrees to indemnify and save harmless each member of the Kwantlen Group against, any and all manner of liability, actions, causes of action, prosecutions, claims, fines, demands, damages, losses (including, without limitation, economic loss, property damage, personal injury or death), costs or expenses of whatever kind, which the Kwantlen Group or any of them may sustain or be put to, in any manner based upon, arising out of or attributable to:
- (a) any act or omission of Delta or its officers, servants, agents, employees, contractors, invitees, guests, the organizers of any Special Event, or any member of the public whether participating, working, volunteering, or spectating at a Special Event (collectively, the "**Delta Group**"), on the Lands before, during, after or otherwise connected with any Special Event;
 - (b) any failure on the part of the Delta Group or any of them to comply with the terms, conditions or provisos of the License or this Agreement with respect to any Special Event;
 - (c) any unsafe condition on the Lands created by the Delta Group or any of them; or
 - (d) any use of the Lands by the Delta Group or any of them during the Term, the Original Term and any period of overholding following the Original Term,

save and except to the extent that such loss, injury, damage or death is caused by the negligence or wilful act or omission of the Kwantlen Group or any of them.

The obligation of Delta to indemnify and save harmless each member of the Kwantlen Group under the provisions of this Section shall continue after the completion of the Special Event for the Term, and survive any expiration of the Term, or cancellation or termination of the Licence or this Agreement.

6. Delta covenants with Kwantlen that it will, at its cost and expense, take out and keep in force, as available, either rental liability insurance or commercial general liability insurance, including personal injury liability, contractual liability, non-owned automobile liability, employer's liability, and owners and contractors protective insurance coverage, with respect to the Lands and each Special Event in particular. Such coverage must:
 - (a) Be written on a comprehensive basis with inclusive limits of at least \$5,000,000 per occurrence for bodily injury for any one or more persons, or property damage,
 - (b) Contain a severability of interests section and cross-liability sections; and
 - (c) Name the Kwantlen Group as additional insureds.
7. Delta covenants with Kwantlen that where the Special Event organizer is a third party, Delta will ensure that the organizer takes out and keeps in force insurance in keeping with Section 5 or Delta's standard insurance requirements, and that the organizer ensures that the Kwantlen Group is named as an additional insured.
8. The terms and provisions of this Agreement shall extend to, be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns.
9. Time is of the essence of this Agreement.
10. No term, condition, covenant or other proviso herein shall prejudice or affect the rights and powers of Delta in the exercise of its functions under any public or private statute, bylaw, order or regulation, all of which may be fully and effectively exercised in relation to the Lands, as if this Agreement had, not been executed and delivered by Delta or Kwantlen.
11. This Agreement may be executed in counterparts, which counterparts will together comprise one and the same instrument.

In witness whereof, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

KWANTLEN POLYTECHNIC UNIVERSITY



Authorized Signatory

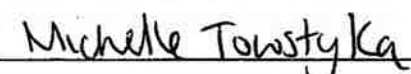
Joe Sass

Authorized Signatory

CITY OF DELTA



Authorized Signatory



Authorized Signatory

SCHEDULE C



January 22, 2024

Via email: MBrotherston@delta.ca

Mike Brotherston
Manager of Climate Action and Environment
City of Delta
4500 Clarence Taylor Crescent
Delta, BC V4K 3E2
Phone: 604-946-4141

Attention: Mike Brotherston

RE: Proposal to Conduct Due Diligence Soil Sampling at Paterson Park, Ladner, BC

Arcadis Canada Inc. (Arcadis) is pleased to provide the City of Delta with this proposal to conduct soil sampling at Paterson Park in Ladner, BC. This work would be completed under Contract 23-061 between the City of Delta and Arcadis.

Background

The City of Delta shares Paterson Park in Ladner, BC, with Kwantlen Polytechnic University (KPU). Approximately 500 temporary parking spots were used for the Barnside Harvest Festival in 2023 and a similar use is proposed for 2024. The City of Delta has requested a proposal for pre- and post-event sampling for due diligence purposes to address KPU concerns related to soil quality associated with this temporary parking event in the KPU portion of the lot.

Proposed Scope of Work

The proposed scope of work is as follows:

Task 1: Fees

- Two (2) field days for planning and execution of soil sampling activities.
- Eight (8) hours of data review, reporting, and project management.
- Four (4) hours of AutoCAD/GIS work to generate figures.
- One (1) hour of senior review.

Task 2: Expenses

- Nine (9) samples and one (1) field duplicate collected in a 3x3 grid pattern across the temporary parking area both pre- and post-event (20 samples total).
- Laboratory analysis for LEPH/HEPH, PAH, VPH, BTEX, and moisture content in soil.

- Silica gel cleanup to reduce potential interferences with natural soil organic matter (note: costs are estimated based on previous projects and would be confirmed with the lab prior to implementation).
- Laboratory fees for containers, methanol vials, Terra Cores, crushing/prep, and disposal fees.
- Field equipment (ziploc bags, shovels, trowels, Alconox®, etc.)
- Two (2) days of vehicle/travel expenses.

Proposed Team

Key staff of the Arcadis project team to conduct this investigation will include:

Mr. Richard Kwan, P.Eng. will act as the Senior Reviewer. Mr. Kwan has over 26 years of experience conducting environmental investigations on sites under provincial and federal jurisdiction, including Phase I, II and III Environmental Site Assessments (ESAs), Stage 1 and 2 Preliminary Site Investigations (PSIs) and Detailed Site Investigations (DSIs).

Paul Hegele, M.A.Sc., P.Eng. will act as the Project Manager. Mr. Hegele has 11 years of experience in assessment and remediation of contaminated sites. In BC he has participated in Stage 1 and 2 PSIs, DSIs, remediation programs, hydrogeology studies, and groundwater modeling studies.

Ms. Meagan Walsh, B.Sc., BIT, EPT will complete the sampling program. Ms. Walsh has over 6 years of experience supporting clients in a wide range of programs, including remediation and monitoring programs, radiological surveys, biological surveys, and habitat assessments. She has experience planning and conducting fieldwork and preparing technical reports.

Costs

The total cost estimate for the above scope of work is **\$7,006** Canadian Dollars (excluding taxes). A detailed breakdown is included in **Table 1**. The costs have been divided into professional fees and expenses. Actual costs may vary based on what is encountered in the field, with concurrence with the City of Delta. We recommend you retain a contingency of approximately 10% to account for unexpected circumstances during field work, such as difficult subsurface conditions, or if extra sampling is required. The project will be invoiced monthly on a **Time & Material** basis according to the Arcadis hourly rates identified in **Table B** below.

Table B: Hourly Labour Rates

Personnel	Project Roll	Hourly Rate (\$)
Richard Kwan	Principal Engineer / Senior Review	175
Jennifer Kirk	Risk Assessment / Technical Expert	175
Paul Hegele	Project Manager / Technical Lead	132
Nadia Rixen	Task Manager / Field Supervisor	132
Ian Baxter	Field Supervisor	132
Meagan Walsh	Field Technician	108
Cary Bird	Drafting / GIS	95
Simon Barnacle	Technical Support / Project Coordination	85

The following assumptions were made in preparing this proposal and cost estimate:

- 0% markup on subcontractors and disbursements
- Standard turnaround time at laboratory is 5 to 7 days
- Level D Personal Protective Equipment is sufficient for all activities
- Free and clear access is available for all activities
- No permits or fees will be required
- All prices are inclusive of duty, FOB destination, and delivery charges where applicable
- All prices are quoted in Canadian dollars
- All prices are exclusive of any applicable taxes
- All prices are valid for 90 days
- Estimate only - billing will be based on actual time and material used

Schedule and Deliverables

The following schedule and deliverables are proposed:

- Pre-event sampling (at City of Delta direction)
- Post-event sampling (at City of Delta direction)
- Preparation of a summary memo deliverable (two weeks after receipt of results from the laboratory)

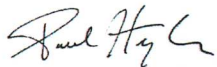
Closure

Thank you for your interest in Arcadis. If you have any questions or would like to discuss further, please contact us at 604-632-9941.

Very truly yours,

Arcadis Canada Inc.

Per:



Paul Hegele, P.Eng.
Project Manager

Attachments:
Table 1 – Detailed Cost Estimate

Table 1. Detailed Cost Estimate

Item	Category / Description	Unit Rate	Unit of Measure		Task No. 01		Task No. 02		Total Hrs	Total \$
					Fees		Expenses			
Professional Fees										
					#	\$	#	\$		
Kwan, Richard	Senior Review	\$175.00	\$/hr		1.0	\$175.00			1.0	\$175.00
Hegele, Paul	Project Management	\$132.00	\$/hr		8.0	\$1,056.00			8.0	\$1,056.00
Walsh, Meagan	Field Technician	\$108.00	\$/hr		16.0	\$1,728.00			16.0	\$1,728.00
Bird, Cary	AutoCAD/GIS	\$95.00	\$/hr		4.0	\$380.00			4.0	\$380.00
Subtotal Professional Fees					29.0	\$3,339.00			29.0	\$3,339.00
Total Professional Fees						\$3,339.00				\$3,339.00
Subcontracted										
					#	\$	#	\$		
Laboratory (VPH/BTEX, Moisture Content in Soil)		\$28.10					20.0	\$562.00		\$562.00
Laboratory (LEPH/HEPH, PAH in Soil)		\$81.00					20.0	\$1,620.00		\$1,620.00
Laboratory (Moisture Content)		\$2.00					20.0	\$40.00		\$40.00
Silica Gel Cleanup		\$34.00					20.0	\$680.00		\$680.00
Laboratory (Containers, Preservative, Terracore, Disposal)		\$14.75					20.0	\$295.00		\$295.00
Subtotal Subcontracted								\$3,197.00		\$3,197.00
Total Subcontracted								\$3,197.00		\$3,197.00
Disbursements										
					#	\$	#	\$		
Field Equipment		\$100.00					2.0	\$200.00		\$200.00
Subtotal Disbursements								\$200.00		\$200.00
Total Disbursements								\$200.00		\$200.00
Travel										
					#	\$	#	\$		
Rental Vehicle (includes fuel)	Car Rental	\$85.00					2.0	\$170.00		\$170.00
Fuel	Fuel	\$50.00					2.0	\$100.00		\$100.00
Subtotal Travel								\$270.00		\$270.00
Total Travel								\$270.00		\$270.00
Grand Total						\$3,339.00		\$3,667.00		\$7,006.00

Summary report: Litera Compare for Word 11.4.0.111 Document comparison done on 20-Apr-2024 10:20:59 AM	
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Intelligent Table Comparison: Active	
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Modified DMS: iw://cwilson.cloudimanager.com/CLIENT/25179432/4	
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Delete	54
Move From	0
<u>Move To</u>	0
<u>Table Insert</u>	0
Table Delete	0
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Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	121

Summary report: Litera Compare for Word 11.4.0.111 Document comparison done on 26-Apr-2024 6:25:38 AM	
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Intelligent Table Comparison: Active	
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Changes:	
<u>Add</u>	83
Delete	54
Move From	0
<u>Move To</u>	0
<u>Table Insert</u>	1
Table Delete	0
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Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	138

BOARD OF GOVERNORS - REGULAR MEETING

Agenda Number: 9.6

Meeting Date: June 26, 2024

Presenter(s): Brent Elliott

AGENDA TITLE: MAPLE LEAF EDUCATION NORTH AMERICA THIRD AMENDED AND RESTATED LICENCE AGREEMENT

ACTION REQUESTED: Motion

RECOMMENDED RESOLUTION:

THAT the Board of Governors approve the execution of a Third Amended and Restated Licence Agreement between the Maple Leaf Education North America (“MLENA”) and KPU, based on the terms and conditions provided in the report titled “Maple Leaf Education North America Third Amended and Restated Licence Agreement”, dated June 7, 2024 , for the term of September 15, 2024 to September 14, 2025, having determined that the licenced disposal will not affect the future delivery of educational programs, as recommended by the Board Finance Committee.

COMMITTEE REPORT

On June 18, 2024, the Board Finance Committee recommended that the Board of Governors approve the execution of a Third Amended and Restated License Agreement between the Maple Leaf Education North America (MLENA) and KPU, based on the terms and conditions provided in the report “Maple Leaf Education North America Third Amended and Restated License Agreement”, for the term of September 15, 2024 to September 14, 2025, having determined the license disposal will not affect the future delivery of educational programs.

Context and Background:

In 2017, KPU entered into a Licence Agreement with Maple Leaf Education North America (“MLENA”) for use of classroom and office spaces within KPU’s Richmond Campus, from July 31st 2017 to July 31st 2020. Starting in 2019, MLENA also began occupying an additional 1,065 sq.ft. of classroom space within the KPU Richmond campus, administered through a separate Facility Rental Agreement.

Following the expiry of the first Licence term in July 2020, a new Licence Agreement was created for the term July 31st 2020 to July 31st 2023. This First Amended and Restated Licence Agreement consolidated all of the floor space MLENA had previously been licenced to use.

On March 27, 2023, Campus and Community Planning (CCP) met with Brad Helgason, President of MLENA, to discuss renewing the Licence Agreement for an additional term. It had been previously determined with KPU Executives that the space occupied by MLENA was not needed for any immediate KPU program requirements. MLENA expressed interest in renewal but preferred to reduce their licenced floor space by relinquishing the 1,065 sq.ft. added in the previous Licence Agreement.

CCP worked with KPU's external counsel and Organizational Risk Management to revise the Licence Agreement, resulting in a Second Amended and Restated Licence. Key amendments included setting the term from July 31, 2023, to July 30, 2024, with two optional 1-year renewals requiring six months' notice, reducing the licenced area to 3,345 sq.ft., and adjusting fees to reflect the new square footage and the CPI rate.

Discussion:

In May 2024, MLENA expressed interest in exercising one of its 1-year renewal options. The intent in renewing the agreement is to accommodate an evolution of MLENA's offerings at KPU Richmond, as they shift their focus from providing international secondary school services to specializing in Mandarin language teaching and testing.

While MLENA has the outright option to renew its licence based on the existing terms and conditions, the change in use necessitates that a number of new terms and conditions be added to the agreement, effectively creating a new Third Amended and Restated Licence Agreement. KPU has collaborated with its Organizational Risk Management Department, IT services, General Counsel, and our external legal consultant to reflect the following new terms and conditions:

- The Licence term commences on September 15, 2024 and expires on September 14, 2025, with one option to renew for one additional year;
- MLENA will licence the same 3,345 sq. ft. of floor space at KPU Richmond, but will transition from a secondary school operation to a Mandarin Learning and Testing Centre;
- MLENA will no longer have access to KPU's IT network, Library, or science lab spaces;
- MLENA will maintain its own internet and WiFi services. Servers and other equipment will be located within MLENA's floor space and not in KPU's server rooms. Cabling will be installed by KPU approved vendors to ensure appropriate standards are maintained. MLENA will provide and maintain its own printer services;
- To define the separation between KPU and MLENA, MLENA will not be allowed use of the KPU logo;
- The Annual Fees and Additional Fees have been revised to reflect the CPI rate as of December 31, 2023. Licence fees for the new term are as follows:
 - Annual Base Fee: \$128,866.07
 - Additional Fees: \$22,269.70

- No rental fee would be required from MLENA for the time between the current contract ending on July 30, 2024 and the new agreement starting on September 15, 2024. During this period, MLENA staff would not be permitted to occupy the proposed premises.
- MLENA is required to maintain specific insurance coverage throughout the term of the agreement with KPU. This insurance includes commercial general liability of at least \$5 million, tenant's legal liability, "all risks" property insurance, and any other insurance KPU deems necessary.

Next Steps:

In terms of next steps, and with the Board of Governors' approval, CCP will finalize the Third Amended and Restated Licence Agreement, and seek University College and Institute Protection Program (UCIPP) approval.

Following that, and prior to executing the agreement, CCP will prepare and submit a request to the Ministry of Post-Secondary Education and Future Skills ("PSFS"), for their approval to temporarily dispose of KPU's interest in the 3,345 sq. ft. of land through this Licence Agreement, as was previously completed in 2017 and 2020. The application to PSFS, following the Capital Asset Reference Guide ("CARG"), will consist of:

1. A copy of the proposed Licence Agreement;
2. A copy of the survey plan with the property to be disposed clearly outlined in red;
3. A legal description of the property including measurements;
4. A Board Resolution approving the request;
5. A Board-approved statement declaring that "the disposal will not affect the future delivery of educational programs";
 - *Please note: Items 4 and 5 can be combined through the recommended Board of Governors resolution above, attached to the CARG Package as an Extract of the Minutes.*
6. A statement from the Institution declaring that "the agreement(s) have been vetted by their legal advisor to ensure full protection of the Institution's rights and interests"; and
 - *Please note: A confirmation letter from KPU's General Counsel will be obtained and attached for this request.*
7. A First Nations Consultation Record if applicable.
 - *Please note: This requirement is not applicable to this request as the licensed areas are rooms within KPU's Richmond campus, not an individual land holding.*

KPU will be able to execute the agreement upon receipt of PSFS' approval.

Key Messages:

1. MLENA has been licencing classroom and office spaces at KPU Richmond since July 31st 2017. Approval from the Board Finance Committee and the KPU Board of Governors is needed to enter into a Third Amended and Restated Licence Agreement from July 31st 2024 to July 31st 2025, with an option for a 1-year renewal, as MLENA transitions from its existing secondary school to a new Mandarin Learning and Testing Centre.
2. The Licence Agreement requires approval from the University College and Institute Protection Program and subsequently, given the temporary disposal of interest in KPU's property through this Licence Agreement, approval will also be required from the Ministry of Post-Secondary Education and Future Skills ("PSFS") through a CARG package, as was previously completed in 2017 and 2020.

Resource Requirements:

Approval from the Board Finance Committee and the KPU Board of Governors is needed to enter into the Third Amended and Restated Licence Agreement for a 1-year term (September 15 2024 to September 14 2025), with 1 option for a 1-year renewal.

A CARG Package will need to be submitted to PSFS to obtain their approval over this disposition of KPU's lands, following approval from the Board of Governors.

Implications/Risks:

The licensed use of the space within KPU's Richmond campus by MLENA generates a consistent annual source of revenue for KPU, yet poses a loss of some usable floor space within the Richmond campus for any future KPU programs. No immediate KPU program requirements have been identified for the proposed licenced space.

Consultations:

Consultations were completed with KPU's Organizational Risk Management Department, the General Counsel, IT Services, and KPU's external legal consultant.

Attachments:

1. None.

Submitted by:

Zarine Mistry, Divisional Business Manager, Campus & Community Planning

Brent Elliott, Associate Vice President, Campus & Community Planning

Peter Smailes, Vice President, Administration

Date Submitted:

June 10, 2024

President's Report to the Board of Governors

June 26, 2024

In addition to my regular administrative and governance engagements, the following are of note since the last Board meeting.

I sit on the board of the Peatlands Protection Society, a local organization founded by Eliza Olson, KPU honorary degree recipient. KPU has an MOU with the PPS and we hope to collaborate in a number of ways in education and research into this important natural resource.

On June 4 and 5 I was fortunate to attend the EAB Presidential Experience lab at the NVIDIA Corporate headquarters in Silicon Valley. The objectives of the lab were to learn about how NVIDIA's advancements are shaping the future of AI; interact with cutting-edge generative AI technologies; look at their application in various fields from music production to medical diagnostics; and to see how educational institutions are leveraging AI to transform operations, education, and research.

On June 10 I chaired the second of the steering committee meetings of the Ridge-Meadows feasibility study.

June 11 to 14 was of course Convocation, which was a glorious event once again, with honorary degrees awarded to Stephanie Cadieux (Canada's first Chief Accessibility Officer), and a posthumous award to Arley Cruthers (McNeney), a wonderful educator and colleague who passed away last year. She was a former Paralympian, and a passionate advocate for social justice, equality, accessibility and inclusion.

On June 17 I joined the Canadian Society for the Study of Higher Education conference (virtually) in a roundtable discussion entitled Old Bottles, New Wine: Distance Education (old bottles), Teaching and Learning Units (new wine), and on June 20 and 21st I attended the first in person meeting of the University of Illinois President's Advisory Council.

On June 26, I attended the BCAIU presidents' regular meeting in Vancouver. In July I will be attending the 31st International Conference on Learning: The Converging Challenges for Inclusive Education: Intercultural Competences and Digital Literacies in Global Contexts at Utrecht University.