



## **KPU Board of Governors - Regular Meeting**

**Date: May 25, 2022**

**Time: 4:00 pm – 5:10 pm**

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

### **Phone Dial-in**

**+1 604-449-3508 (Canada (Vancouver))**

**Conference ID: *570 064 737#***



## Board of Governors – Regular Meeting Agenda

May 25, 2022

4:00 pm – 5:10 pm

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

Phone Dial-in: +1 604-449-3508 (Vancouver)

Conference ID: 570 064 737#

**Attending:** Michael McAdam (Chair), Ivy Chen (Vice Chair), Kim (Kwuntlunaat) Baird, Rhiannon Bennett, Alan Davis, Bob Davis, Kelly Fredrick, Amos Kambere, Mohammed Mahabub Muhammad Afzal Malik, Purru Sandhu, Takashi Sato, Waheed Taiwo

**Excused:** Jack Wong

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

**Presenters and Administrative Resources:** Steve Cardwell, Laurie Clancy, Chervahun Emilien, Randall Heidt, Ranminder Kaur, Reza Khakbaznejad, Diane Purvey, Keri van Gerven

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

Agenda Item	Resource	Action	Time	Page
1. Call to Order & Introductory Remarks	Michael McAdam		4:00	
We respectfully acknowledge that we live, work and study at KPU on the traditional and ancestral lands of the Coast Salish peoples, including those of the Kwantlen First Nation, who graciously bestowed their name on this university.				
2. Approval of Agenda	Michael McAdam	M	4:01-4:02	3
<b>MOTION:</b> THAT the Board of Governors approve the regular meeting agenda for May 25, 2022.				
3. Conflict of Interest	Michael McAdam		4:02-4:03	
4. Consent Agenda	Michael McAdam	M	4:03-4:04	7
4.1. Minutes of the March 30, 2022 Regular Board of Governors Meeting				
4.2. Amendment to Procedure HR20: Search Advisory, Appointment				17

- and Re-Appointment of Senior Academic Administrator Positions Policy and Procedures
- 4.3. Amendment to Procedure HR22: Presidential Search Advisory, Appointment and Re-appointment Policy and Procedures 19

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

- 4.1. Minutes of the March 30, 2022 Regular Board of Governors Meeting.
- 4.2. Housekeeping changes to Policy HR20: Search Advisory, Appointment and Re-Appointment of Senior Academic Administrator Positions Policy and Procedures.
- 4.3. Housekeeping changes to Policy HR22: Presidential Search Advisory, Appointment and Re-appointment Procedures.

5. Audit Committee Report
- |   |                   |   |           |    |
|---|-------------------|---|-----------|----|
| 5.1. Committee Chair Report                                   | Mohammed Mahabub  | I | 4:04-4:05 |    |
| 5.2. Draft Financial Statements for Year ended March 31, 2022 | Chervahun Emilien | M | 4:05-4:15 | 21 |

**MOTION:** THAT the Board of Governors approve the draft Financial Statements for Year Ended March 31, 2022 as recommended by the Board Audit Committee.

6. Finance Committee Report
- |  |                   |   |           |    |
|--|-------------------|---|-----------|----|
| 6.1. Committee Chair Report                                  | Mohammed Mahabub  | I | 4:15-4:16 |    |
| 6.2. Draft Board Response to Senate FY 2022-23 Budget Letter | Chervahun Emilien | M | 4:16-4:17 | 49 |

**MOTION:** THAT the Board of Governors approve the Draft Board Response to Senate regarding the FY 2022/23 Budget recommendations as recommended by the Board Finance Committee.

- |  |            |   |           |    |
|--|------------|---|-----------|----|
| 6.3. Renewal of License Agreement with the City of Delta | Jaret Lang | M | 4:17-4:22 | 51 |
|--|------------|---|-----------|----|

**MOTION:** THAT the Board of Governors approve the renewal of the term for the existing License Agreement between the City of Delta and KPU for the City's use of

Paterson Park from June 1<sup>st</sup>, 2022 to May 31<sup>st</sup>, 2023 as recommended by the Board Finance Committee.

6.4. Extension of Farm School Agreement Between KPU and Tsawwassen First Nation (TFN)	Jaret Lang	M	4:22-4:27	65
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**MOTION:** THAT the Board of Governors approve an extension of the Farm School Agreement between KPU and Tsawwassen First Nation (TFN) to February 28th, 2024 as recommended by the Board Finance Committee.

7. Governance Committee Report				
7.1. Committee Chair Report	Michael McAdam	I	4:27-4:28	
7.2. GV2 Protocol for the Development of University Policies: Policy and Procedure	Keri van Gerven	M	4:28-4:38	73

**MOTION:** THAT the Board of Governors approve Policy and Procedure GV2 Protocol for the Development of University Policies effective September 1, 2022 as recommended by the Board Governance Committee.

7.3. Board Governance Manual amendment to Section 9: Individual Board Member Position Description and Code of Conduct	Keri van Gerven	M	4:38-4:48	101
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**MOTION:** THAT the Board of Governors approve the proposed amendments to the Board Governance Manual Section 9: Individual Board Member Position Description and Code of Conduct as recommended by the Board Governance Committee.

8. Human Resources Committee Report				
8.1. Committee Chair Report	Ivy Chen	I	4:48-4:49	
9. President's Report				
9.1. Report to the Board	Alan Davis	I	4:49-4:53	
10. Pro Tem Provost's Report				
10.1. Report to the Board	Diane Purvey	I	4:53-4:57	
11. Senate Report – meeting held on April 25, 2022	Alan Davis	I	4:57-4:58	113

12. Letters from Minister of Advanced Education, Skills and Training (AEST)	Michael McAdam	I	4:58-4:59
12.1. <a href="#">Letter to Post-Secondary Board Chairs</a>			
12.2. <a href="#">2022/23 Minister Letter re: building expectations outlined in the 2021/22 Mandate Letter</a>			
13. Next Meeting Agenda Contribution	Michael McAdam	D	4:59-5:00
14. For the Good of the Order	All	D	5:00-5:02
15. Feedback on the Meeting	All	D	5:02-5:03
16. Closing Remarks	Michael McAdam		5:03-5:04
17. Election of the Chair and Vice Chair	Keri van Gerven	Election	5:04-5:09
18. Next Meeting: <b>In-person meeting</b> Regular Board Meeting Wednesday, June 29, 2022 <b>Surrey Campus,</b> <b>Cedar Boardroom 2110</b> 4:00 – 7:00 pm	Michael McAdam	I	5:09-5:10
19. Adjournment	Michael McAdam		5:10

## BOARD OF GOVERNORS - REGULAR MEETING

**Agenda Item: #4**

**Meeting Date:** May 25, 2022

**Presenter(s):** Michael McAdam

### Agenda Item Consent Agenda

Action Requested	Motion
	Information
Recommended Resolution	<p><b>THAT the Board of Governors approve the following item on the Consent Agenda:</b></p> <p><b>4.1. Minutes of the March 30, 2022 Regular Board of Governors Meeting.</b></p> <p><b>4.2. Housekeeping changes to Policy HR20: Search Advisory, Appointment and Re-Appointment of Senior Academic Administrator Positions Policy and Procedures.</b></p> <p><b>4.3. Housekeeping changes to Policy HR22: Presidential Search Advisory, Appointment and Re-appointment Procedures.</b></p>

### Attachments

1. Minutes of the March 30, 2022 Regular Board of Governors Meeting.
2. Procedure HR20: Search Advisory, Appointment and Re-Appointment of Senior Academic Administrator Positions Policy and Procedures
3. Procedure HR22: Presidential Search Advisory, Appointment and Re-appointment Policy and Procedures

**Submitted by** Ranminder Kaur, Confidential Assistant to the Board of Governors

**Date submitted** May 13, 2022

## BOARD OF GOVERNORS - REGULAR MEETING

*Regular Meeting Minutes*

*March 30, 2022*

*Via Microsoft Teams*

**Present: Board**

Michael McAdam / Chair  
Ivy Chen / Vice Chair  
Rhiannon Bennett  
Alan Davis / President & Vice  
Chancellor  
Bob Davis  
Kelly Fredrick  
Amos Kambere  
Muhammad Afzal Malik  
Takashi Sato  
Waheed Taiwo  
Jack Wong

**University G7 members**

Steve Cardwell / VP, Students  
Laurie Clancy / VP, Human Resources  
Chervahun Emilien / Chief Financial Officer  
Randall Heidt / VP, External Affairs  
Reza Khakbaznejad / Pro Tem VP, Administration  
Diane Purvey / Pro Tem Provost & VP, Academic

**Presenters and Administrative Resources**

Jennifer Duprey / General Counsel  
Ranminder Kaur / Confidential Assistant to the  
Board of Governors  
Keri van Gerven / University Secretary & Executive  
Assistant to the President & Vice Chancellor

**Regrets:** Kim (Kwuntiltunaat) Baird /  
Chancellor  
Mohammed Mahabub  
Purru Sandhu

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

The Chair called the meeting to order at 4:00pm.  
The Chair acknowledged KPU's commitment to reconciliation  
and recognition that that we live, work and study at KPU on the  
traditional and ancestral lands of the Coast Salish peoples,  
including those of the Kwantlen First Nation, who graciously  
bestowed their name on this university.

**2. Approval of Agenda**

**Motion #20-21/22**

**MOVED, SECONDED AND CARRIED THAT the Board of  
Governors approve the regular meeting agenda for March 30,  
2022.**

**3. Conflict of Interest**

No other conflict of Interest was declared.

**4. Approval of Consent Agenda**

**Motion #21-21/22**

**MOVED, SECONDED AND CARRIED the Board of Governors  
approve the following items on the Consent Agenda:**

**4.1. Minutes of the February 2, 2022 Regular Board of  
Governors Meeting.**

**4.2. The establishment of a new department called Indigenous  
Studies (INDG) in the Faculty of Arts, effective April 1, 2022.**

**AND**

**THAT the Board of Governors receive the following items for information:**

**4.3. KSA Annual Fee Change Letter: 2022-2023 Academic Year.**

**4.4. 2022-23 and 2023-24 Academic Year Schedules.**

**5. Audit Committee Report**

***5.1. Committee Chair Report***

Committee Vice Chair, Mr. Wong, advised that the Audit Committee met on March 8, 2022 and received an update on engagement activities.

**6. Finance Committee Report**

***6.1. Committee Chair Report***

Committee Vice Chair, Mr. Wong, advised that the Finance Committee met on March 8, 2022 and received an update on minor changes to FM2 Investment Policy and Investment Procedures. Members noted that other agenda items discussed at the meeting are on the agenda.

***6.2. Senate Endorsement of the Draft 2021/22 University Budget***

Dr. Davis highlighted the memo which outlined Senate's endorsement of the draft 2022/23 University Budget.

***6.3. Draft FY 2022/23 University Budget, and Revisions to Bylaw No. 4, Fees***

Ms. Emilien presented Bylaw No. 4, Fees and commented that Bylaw 4 is revised on an annual basis to reflect annual increases and changes to student fees.

Ms. Emilien noted that the domestic tuition has been raised by 2%; the maximum allowed by the provincial government under the Tuition Limit Policy. Ms. Emilien mentioned that although the Tuition Limit Policy does not apply to international student tuition, increases will be held at 2% for international tuition as well.

Ms. Emilien commented that the following has been added to the Bylaw 4, Fees list:

- Adult Special Education
- Courses in Entertainment Arts

Ms. Emilien noted that coop section has been updated and a further update to the international section including an increase to the confirmation deposit.

Ms. Emilien presented the draft FY 2022/23 University budget and commented that there was a lot of discussion throughout the preparation of the budget and it was presented to the Committee during various phase of the budget process.

Ms. Emilien noted that the Budget preparation for FY 2022/23 focused on ensuring the allocation of any additional funds is consistent with the University Priorities and Budget Tenets and KPU's Strategic Priorities (Vision 2023 & Academic Plan).

Ms. Emilien commented that the overall budget is made out of the base budget and any new additions for FY2022/23. Members noted that a less conservative approach has been taken on revenues when developing the budget. Ms. Emilien presented the overall expenditure breakdown of the proposed budget.

Ms. Emilien mentioned that the draft budget proposes increases of approximately \$47 million in revenues and \$43 million in expenses when compared to the Fiscal 2021/22 budget.

Dr. Davis and several other members commended Ms. Emilien and her team for the work on the budget. Dr. Davis noted that Ms. Emilien has done a tremendous work to produce this budget and constantly refining the numbers to present an accurate and transparent information to various groups.

The Chair commented that the Finance Committee had a very robust discussion and thanked Ms. Emilien for a thorough presentation and a lot of detailed information.

### **Motion #22-21/22**

**MOVED, SECONDED AND CARRIED THAT the Board of Governors approve the draft budget for Fiscal Year 2022-23; and the revisions to Bylaw No. 4, Fees as recommended by the Board Finance Committee.**

### ***6.4. Surplus Variance update***

Ms. Emilien presented the report and commented that a new variance reporting process was introduced in FY 2021/22 and this new process required budget holders to review their budgets and provide updated full year forecasts which would in turn allow for more timely key decision making.

Ms. Emilien noted that at the time the report was presented to the Finance Committee, the report contained January figures. Ms. Emilien noted that the year to date value of KPU's surplus is at approximately \$26 million dollars at the end of February 2022. Members noted that KPU is forecasting a surplus of \$21.1 million dollars for FY 2021/22.

Ms. Emilien commented that these number do not take into account any potential transfer to the KPU Foundation.

Ms. Emilien advised members that the Ministry has approved a total deferral of operating grant of \$12.4 million dollars and this comprises of \$4 million dollars in operational expenses and \$8.4 million dollars in capital expenses which will need to be completed within one year.

## **6.5. 2021/22 Endowments**

Ms. Emilien presented the report and commented that KPU is forecasting a surplus of \$21.1 million dollars with a deferral of \$12.4 million dollars. Members noted that \$8.7 million dollars is anticipated to be available.

Ms. Emilien noted that KPU is recommending that \$7 million dollars to be transferred with the primary objective of supporting the students.

### **Motion #23-21/22**

**MOVED, SECONDED AND CARRIED THAT the Board of Governors approve the following allocation of \$7,000,000 of surplus funds from the 2021/2022 fiscal year:**

- (a) Increase the KPU financial aid endowment in the KPU Foundation by \$3,300,000 to support student financial aid and student scholarships and bursaries at KPU.**
- (b) Establish a \$3,700,000 fund in the KPU Foundation to support current and future students.**

## **7. Governance Committee Report**

### **7.1. Committee Chair Report**

Committee Chair, Mr. McAdam, advised that the Governance Committee scheduled for March 23, 2022 and commented that the agenda items discussed at the meeting are on the agenda.

### **7.2. VISION 2023 Key Performance Indicators (KPIs) – Mid-year update**

Dr. McElroy presented the report and commented that progress towards the VISION 2023 goals is assessed three times per year. Members noted that metrics are included in KPU's Accountability Plan and Report in June. In Fall, a progress report is provided to the Board with the data reported in the Accountability Plan and Report along with an assessment of progress on each goal. Dr. McElroy commented that the report presented at this meeting is a mid-year Progress Report which is an expansion on the Fall Progress Report with the addition of the section with Benchmark data on ten metrics.

Dr. McElroy mentioned that progress has been made on most goals. However, there are few areas where KPU is struggling, particularly around domestic enrollment due to the pandemic, and it has also affected some of the student experience measures.

Dr. McElroy noted that for each metric, two graphs are provided, one for the most recent data, and one for the prior year, showing KPU's results. Dr. McElroy commented that data for each benchmark institution is also included.

Dr. McElroy commented that the domestic applications are up for the fall 2022 intake and also seeing an increase in domestic enrollment for Spring 2023 however, it is very early to predict whether this reflects people returning back to planning for the future post-pandemic.

Dr. McElroy noted that domestic developmental enrolments have declined considerably during the pandemic, contributing to the overall decline in our domestic FTEs.

### ***7.3. GV10 Mission, Vision and Values***

Dr. Davis presented the report and commented that GV10 policy was last revised in 2016. Dr. Davis commented that the review of this policy started in fall 2021. Members noted that the draft GV10 Policy and Procedure has been through the 6-week public commenting period and has been to the Senate Standing Committee on Policy.

#### **Motion #24-21/22**

**MOVED, SECONDED AND CARRIED THAT the Board of Governors approve Policy and Procedure GV10 Mission, Vision and Values Development and Amendment as recommended by the Board Governance Committee.**

### ***7.4. GV7 Elimination***

Ms. van Gerven presented the report and commented that following a fulsome review of Policy GV7 Advisory Boards (Non-Program)/Procedure, it was determined that the Policy and Procedure are no longer necessary and should be eliminated.

Ms. van Gerven noted that the Board Governance Manual provides language and guidance on non-program advisory boards for the KPU Board of Governors. Members noted that language from the *University Act* is being added to the Board Governance Manual for further clarity.

The Chair commented that this policy has not been enacted for many years.

## **Motion #25-21/22**

**MOVED, SECONDED AND CARRIED THAT the Board of Governors approve the elimination of Policy GV7 Advisory Boards (Non-Program) AND the proposed amendment to the Board Governance Manual as recommended by the Board Governance Committee.**

## ***7.5. Appointment to the Search Advisory Committee, Provost & VP, Academic***

Dr. Davis presented the report and commented that the search for the Provost & Vice President, Academic will begin late March 2022 with the intention of providing a recommendation to the President and the Board of Governors by late June 2022.

Dr. Davis showed his gratitude to Mr. Mahabub for agreeing to be on the Search Advisory Committee.

## **Motion #26-21/22**

**MOVED, SECONDED AND CARRIED THAT the Board of Governors approve the appointment of Appointed board member, Mr. Mahabub to the Search Advisory Committee for Provost & VP, Academic as recommended by the Board Governance Committee.**

## **8. Human Resources Committee Report**

### ***8.1. Committee Chair Report***

Committee Chair, Ms. Chen, advised that the Human Resources Committee met on March 17, 2022 and approved one-year extension to the University Librarian position. Members noted that the Committee also received an update on the status of the outstanding HR policies.

**9. President's Report*****9.1. Report to the Board***

Dr. Davis advised members that there is a correction to the written report in the package. Dr. Davis commented that he attended the BCNET meeting virtually on December 10<sup>th</sup> due to having COVID.

**10. Pro Tem Provost's Report*****10.1. Report to the Board***

Dr. Purvey advised members that the Spring term is winding down. Members noted that the registration for summer term has started and is going well.

Dr. Purvey noted that the search for the AVP, Academic is in its final stage and the announcement will be made in coming weeks. Members noted that the searched for the Dean of Arts and the Dean of Trade and Technology is underway.

Dr. Purvey commented that earlier this month, KPU had its first Provost Present series which is a Speaker series. Members noted that three speakers who recently published a book on anti-racism namely 'Racism in Universities' were the speakers and over 100 people participated in the first series and had a constructive discussion.

**11. Senate Reports**

Dr. Davis advised that the Senate Reports for meetings held on February 28, 2022 and March 21, 2022 was prepared by Dr. Amy Jeon, Senate Vice-Chair and was included in the meeting package.

**12. Next Meeting Agenda Contribution**

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

**13. For the Good of the Order**

Dr. Davis commented on the dropping of the mask mandate on March 17<sup>th</sup> and advised that KPU decided to keep the mask mandate until the end of the current semester. Members noted that other institutions have also decided to keep the mask mandate until the end of this semester.

Ms. van Gerven advised that the student representative on the Board, Mr. Rahul Malhotra did not maintain his eligibility to remain on the Board as he completed his studies in December 2021. Ms. van Gerven noted that Mr. Malhotra's seat has been declared vacant and will remain vacant until August 2021 when new student board members are elected.

There were no additional items identified.

## 14. Feedback on the Meeting

There was no feedback on the meeting.

## 15. Closing Remarks

The Chair thanked everyone, including Board Members for attending and contributing to the discussions and wishes everyone best wishes for the holiday season.

## 16. Appendix

### **16.1. Report to the Board of Governors**

The March 2022 Report to the Board of Governors was received.

Dr. Davis expressed his thanks to Caroline Lillico for her hard work in the development of the Report for the meeting. Dr. Davis also thanked everyone who contributed to the report.

Dr. Davis highlighted some of the activities in the report from various areas including the Melville School of Business, Campus and Community Planning and Facilities Services.

Mr. Wong also commented that he thoroughly enjoyed reading the report and was impressed with the level of activities going on at KPU.

### **16.2. 2020/21 Institutional Accountability Plan and Report and Letter of acknowledgement**

The Chair thanked Dr. McElroy and her team for the 2020/21 Institutional Accountability Plan and Report.

Letter of acknowledgement was received.

## 17. Next Meeting

The next meeting has been scheduled for Wednesday, May 25, 2022.

## 18. Adjournment

The meeting adjourned at 4:52 pm.

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Board Chair



## BOARD OF GOVERNORS - REGULAR MEETING

**Agenda Item: #4.2**

**Meeting Date:** May 25, 2022

**Presenter(s):** Laurie Clancy

**Agenda Item**                      **Amendment to Procedure HR20: Search Advisory, Appointment and Re-Appointment of Senior Academic Administrator Positions Policy and Procedures**

Action Requested	Motion
<b>Recommended Resolution</b>	<b>THAT the Board of Governors approve the housekeeping changes to Policy HR20: Search Advisory, Appointment and Re-Appointment of Senior Academic Administrator Positions Policy and Procedures as recommended by the Board Human Resources Committee.</b>

**Committee Report**                      At its meeting on May 12, 2022, the Board Human Resources Committee recommended that the Board of Governors approve the housekeeping changes to Policy HR20: Search Advisory, Appointment and Re-Appointment of Senior Academic Administrator Positions Policy and Procedures.

**Context & Background**                      Policy HR20, Search Advisory, Appointment and Re-Appointment of Senior Academic Administrator Positions governs the procedures for the recommendation and selection of candidates for senior academic positions within the University. This policy falls under the jurisdiction of the Board of Governors. The policy is up for a fulsome review with a target completion date of January 31<sup>st</sup>, 2023.

**Key Messages**

1. The procedures state that the Search Advisory Committee for the Provost and Vice President Academic shall consist of, "five members appointed by the Kwantlen Faculty Association."
2. This does not align with Article 4.10 in the KPU-KFA Collective Agreement which states that, "Whenever the University establishes a Search Advisory Committee (SAC), the Union shall have the right to appoint: i) three (3) regular faculty members for the following positions: University President, Vice President Academic and Provost.
3. This request is to make a housekeeping change to the procedures to align them with the language in the KPU-KFA Collective Agreement.

**Implications/Risks**                      The procedures and Collective Agreement would continue to not align and create confusion which results in delays.

**Attachments**

1. [HR20 Procedures with changes – tracked version](#)

**Submitted by**

Laurie Clancy, Vice President, Human Resources

**Date submitted**

May 13, 2022

## BOARD OF GOVERNORS - REGULAR MEETING

**Agenda Item: #4.3**

**Meeting Date:** May 25, 2022

**Presenter(s):** Laurie Clancy

**Agenda Item**                      **Amendment to Procedure HR22: Presidential Search Advisory, Appointment and Re-appointment Policy and Procedures**

Action Requested	Motion
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<b>Recommended Resolution</b>	<b>THAT the Board of Governors approve the housekeeping changes to Policy HR22: Presidential Search Advisory, Appointment and Re-appointment Procedures as recommended by the Board Human Resources Committee.</b>
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**Committee Report**                      At its meeting on May 12, 2022, the Board Human Resources Committee recommended that the Board of Governors approve the housekeeping changes to Policy HR22: Presidential Search Advisory, Appointment and Re-appointment Procedures.

**Context & Background**                      Policy HR22: Presidential Search Advisory, Appointment and Re-appointment Policy governs the procedures for the recommendation and selection of candidates for the President of the University. This policy falls under the jurisdiction of the Board of Governors. The policy is up for a fulsome review with a target completion date of January 31<sup>st</sup>, 2023.

**Key Messages**

1. The procedures state that the Search Advisory Committee for the President shall consist of, "five regular faculty members appointed by the Kwantlen Faculty Association."
2. This does not align with Article 4.10 in the KPU-KFA Collective Agreement which states that, "Whenever the University establishes a Search Advisory Committee (SAC), the Union shall have the right to appoint: i) three (3) regular faculty members for the following positions: University President, Vice President Academic and Provost.
3. This request is to make a housekeeping change to the procedures to align them with the language in the KPU-KFA Collective Agreement.

**Implications/Risks**                      The procedures and Collective Agreement would continue to not align and create confusion which results in delays.

**Attachments**                      1. [HR22 Procedures with changes – tracked version](#)

**Submitted by** Laurie Clancy, Vice President, Human Resources

**Date submitted** May 13, 2022

## BOARD OF GOVERNORS - REGULAR MEETING

**Agenda Item: #5.2**

**Meeting Date:** May 25, 2022

**Presenter(s):** Chervahun Emilien

### Agenda Item      Draft Financial Statements for Year ended March 31, 2022

Action Requested	Motion
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<b>Recommended Resolution</b>	<b>THAT the Board of Governors approve the draft Financial Statements for Year Ended March 31, 2022 as recommended by the Board Audit Committee.</b>
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**Committee Report**      At its meeting on May 17, 2022, the Board Audit Committee recommended that the Board of Governors approve the draft Financial Statement for year ended March 31, 2022.

**Context & Background**      The annual draft financial statements are subject to external audit and must be approved by the Board of Governors for inclusion in the Province's annual financial statements. The draft financial statements are prepared by KPU management in accordance with Public Sector Accounting Standards.

**Key Messages**

1. Annual surplus at March 31, 2022 is \$622 thousand
2. Revenues are \$16 million higher than the Board approved budget. This increase is primarily driven by higher international tuition revenues.
3. Expenses are \$12 million higher than the Board approved budget driven primarily by an increase in international agent commission fees, the purchase of CEA license and a \$4 million accrual for the cash-in-lieu payment to the City of Surrey
4. The cash-in-lieu accrual is identified as an unadjusted error with no material impact to the financial statements
5. The draft financial statements include a draft copy of the Independent Auditor's Report which highlights an unqualified opinion from KPMG

**Consultations**      University Executive

**Attachments**      1. Draft Financial Statements for the year ending March 31, 2022

**Submitted by**      Chervahun Emilien, Chief Financial Officer  
**Date submitted**      May 18, 2022

Financial Statements of

# **KWANTLEN POLYTECHNIC UNIVERSITY**

March 31, 2022



KPMG LLP  
PO Box 10426 777 Dunsmuir Street  
Vancouver BC V7Y 1K3  
Canada  
Telephone (604) 691-3000  
Fax (604) 691-3031

## INDEPENDENT AUDITORS' REPORT

To the Board of Governors of Kwantlen Polytechnic University, and to the Minister of the Ministry of Advanced Education and Skills Training, Province of British Columbia

### *Opinion*

We have audited the financial statements of Kwantlen Polytechnic University (the "Entity"), which comprise:

- the statement of financial position as at March 31, 2022
- the statement of operations and accumulated operating surplus for the year then ended
- the statement of changes in net debt for the year then ended
- the statement of cash flows for the year then ended
- the statement of remeasurement gains and losses for the year then ended
- and notes to the financial statements, including a summary of significant accounting policies

(hereinafter referred to as the "financial statements").

In our opinion, the accompanying financial statements as at and for the year ended March 31, 2022 of the Entity are prepared, in all material respects, in accordance with the financial reporting provisions of Section 23.1 of the Budget Transparency and Accountability Act of the Province of British Columbia.

### *Basis for Opinion*

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the "**Auditors' Responsibilities for the Audit of the Financial Statements**" section of our auditors' report.

We are independent of the Entity in accordance with the ethical requirements that are relevant to our audit of the financial statements in Canada and we have fulfilled our other ethical responsibilities in accordance with these requirements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

### ***Emphasis of Matter – Financial Reporting Framework***

We draw attention to Note 2(a) to the financial statements which describes the applicable financial reporting framework and the significant differences between that financial reporting framework and Canadian public sector accounting standards.

Our opinion is not modified in respect of this matter.

### ***Responsibilities of Management and Those Charged with Governance for the Financial Statements***

Management is responsible for the preparation of the financial statements in accordance with the financial reporting provisions of Section 23.1 of the Budget Transparency and Accountability Act of the Province of British Columbia, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is responsible for assessing the Entity's ability to continue as a going concern, disclosing as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Entity or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Entity's financial reporting process.

### ***Auditors' Responsibilities for the Audit of the Financial Statements***

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion.

Reasonable assurance is a high level of assurance but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists.

Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of the financial statements.

As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit.

We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion.

The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Entity's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Entity's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditors' report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditors' report. However, future events or conditions may cause the Entity to cease to continue as a going concern.
- Communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

**DRAFT**

Chartered Professional Accountants

Vancouver, Canada  
May 25, 2022

# KWANTLEN POLYTECHNIC UNIVERSITY

Statement of Financial Position  
(in thousands of dollars)  
As at March 31, 2022

		2022	2021
<b>Financial assets</b>			
Cash and cash equivalents	(Note 3)	\$ 135,836	\$ 88,891
Accounts receivable	(Note 4)	3,874	1,928
Inventories for resale		383	447
Investments	(Note 5)	32,999	31,614
		173,092	122,880
<b>Liabilities</b>			
Accounts payable and accrued liabilities	(Note 6)	45,140	43,114
Deferred revenue		72,418	40,860
Deferred contributions	(Note 8)	11,225	5,497
Deferred capital contributions	(Note 9)	157,020	152,503
Obligations under capital lease	(Note 10)	-	33
		285,803	242,007
Net debt		(112,711)	(119,127)
<b>Non-financial assets</b>			
Tangible capital assets	(Note 11)	237,346	243,096
Endowment investments	(Note 5)	2,817	2,817
Prepaid expenses and deposits		1,955	2,088
		242,118	248,001
Accumulated surplus		\$ 129,407	\$ 128,874
Accumulated surplus is comprised of:	(Note 12)		
Accumulated operating surplus		\$ 127,328	\$ 126,706
Accumulated remeasurement gains		2,079	2,168
		\$ 129,407	\$ 128,874

Contractual obligations (Note 14)  
Commitments and contingent liabilities (Note 15)  
Contractual rights (Note 17)

Approved on behalf of the Board:

Michael McAdam  
Chair, Board of Governors

Chervahun Emilien  
Chief Financial Officer

See accompanying notes to financial statements.

# KWANTLEN POLYTECHNIC UNIVERSITY

Statement of Operations and Accumulated Operating Surplus  
(in thousands of dollars)  
Year Ended March 31, 2022

		<b>Budget</b>	<b>2022</b>	<b>2021</b>
		(Note 2(k))		
Revenue:				
Grants from the Province of British Columbia		\$ 80,001	\$ 66,978	\$ 79,344
Revenue from deferred contributions	(Note 8)	5,522	7,892	6,228
International tuition and student fees		74,985	99,830	73,753
Domestic tuition and student fees		39,047	37,196	37,913
Ancillary services		2,961	2,440	1,926
Other revenue		3,091	6,979	6,123
Revenue from deferred capital contributions	(Note 9)	8,989	9,492	8,735
		214,596	230,807	214,022
Expenses:	(Note 18)			
Instruction, research and support		214,354	227,005	207,143
Ancillary operations		3,834	3,180	2,709
		218,188	230,185	209,852
Annual surplus (deficit)		(3,592)	622	4,170
Accumulated operating surplus, beginning of year		122,536	126,706	122,536
Accumulated operating surplus, end of year		\$ 118,944	\$ 127,328	\$ 126,706

See accompanying notes to financial statements.

# KWANTLEN POLYTECHNIC UNIVERSITY

Statement of Changes in Net Debt  
(in thousands of dollars)  
Year Ended March 31, 2022

	<b>Budget</b>	<b>2022</b>	<b>2021</b>
	(Note 2(k))		
Annual surplus	\$ (3,592) \$	622 \$	4,170
Acquisition of tangible capital assets, net of write-offs	(14,073)	(14,371)	(13,237)
Amortization of tangible capital assets	20,599	20,121	19,146
	6,526	5,750	5,909
Net use of prepaid expenses and deposits	-	133	336
Net remeasurement gains (losses)	-	(89)	2,114
Change in net debt	2,934	6,416	12,529
Net debt, beginning of year	(119,127)	(119,127)	(131,656)
Net debt, end of year	\$ (116,193) \$	(112,711) \$	(119,127)

See accompanying notes to financial statements.

# KWANTLEN POLYTECHNIC UNIVERSITY

Statement of Cash Flows  
(in thousands of dollars)  
Year Ended March 31, 2022

	2022	2021
Cash provided by (used in):		
Operating activities:		
Annual surplus *	\$ 622	\$ 4,170
Items not involving cash:		
Amortization of tangible capital assets	20,121	19,146
Write-off of tangible capital assets	33	413
Revenue recognized from deferred capital contributions	(9,492)	(8,735)
Change in non-cash operating working capital:		
Accounts receivable	(1,946)	740
Prepaid expenses and deposits	133	336
Inventories for resale	64	85
Accounts payable and accrued liabilities	2,026	(1,115)
Deferred revenue	31,558	9,903
Deferred contributions	5,728	1,545
Net change from operating activities	48,847	26,488
Capital activities:		
Cash used to acquire tangible capital assets	(14,404)	(13,650)
Net change from capital activities	(14,404)	(13,650)
Financing activities:		
Contributions received for tangible capital assets	14,009	5,449
Principal payments on capital lease obligations	(33)	(59)
Net change from financing activities	13,976	5,390
Investing activities:		
Increase in investments	(1,474)	(1,554)
Net change from investing activities	(1,474)	(1,554)
Net change in cash and cash equivalents	46,945	16,674
Cash and cash equivalents, beginning of year	88,891	72,217
Cash and cash equivalents, end of year	\$ 135,836	\$ 88,891

\* Total interest paid during the year \$52 (2021 - \$59)

See accompanying notes to financial statements.

# KWANTLEN POLYTECHNIC UNIVERSITY

Statement of Remeasurement Gains and Losses  
(in thousands of dollars)  
Year Ended March 31, 2022

	2022	2021
Accumulated remeasurement gains, beginning of year	\$ 2,168	\$ 54
Unrealized gains (losses) generated during the year from:		
Fixed income investments	805	1,246
Pooled investments, mortgage-backed securities and mutual funds	(109)	2,517
Foreign currency translation	(30)	(114)
Remeasurement (gains) losses realized and reclassified to the Statement of Operations and Accumulated Surplus from:		
Fixed income investments	-	(1,278)
Pooled investments, mortgage-backed securities and mutual funds	(797)	(460)
Foreign currency translation	42	203
Net remeasurement gains (losses) for the year	(89)	2,114
Accumulated remeasurement gains, end of year	\$ 2,079	\$ 2,168

See accompanying notes to financial statements.

# KWANTLEN POLYTECHNIC UNIVERSITY

Notes to Financial Statements  
(In thousands of dollars)

Year ended March 31, 2022

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## 1. Authority and purpose

Kwantlen Polytechnic University ("the University") operates under the authority of the *University Act* of British Columbia. The University is a not-for-profit entity governed by a Board of Governors, the majority of which are appointed by the Provincial Government of British Columbia. The University is exempt from income taxes under section 149 of the *Income Tax Act*.

The University offers career, vocational, developmental and academic programs from its Richmond, Langley and three Surrey campuses located in southwestern British Columbia. The academic governance of the University is vested in the Senate.

## 2. Summary of significant accounting policies

### (a) Basis of accounting

The financial statements have been prepared in accordance with Section 23.1 of the *Budget Transparency and Accountability Act* of the Province of British Columbia supplemented by Regulations 257/2010 and 198/2011 issued by the Province of British Columbia Treasury Board.

The *Budget Transparency and Accountability Act* requires that the financial statements be prepared in accordance with the set of standards and guidelines that are comprised of generally accepted accounting principles for senior governments in Canada, or if the Treasury Board makes a regulation, the set of standards and guidelines that are comprised of generally accepted accounting principles for senior governments in Canada as modified by the alternate standard or guideline or part thereof adopted in the regulation.

Government Organization Accounting Standards Regulation 257/2010 requires all taxpayer supported organizations in the schools, universities, colleges and hospitals sectors to adopt the Canadian Public Sector Accounting Standards ("PSAS") without any public sector ("PS") 4200 elections, effective their first fiscal year commencing after January 1, 2012.

Government Organization Accounting Standards Regulation 198/2011 requires that restricted contributions received or receivable for acquiring or developing a depreciable tangible capital asset or contributions in the form of a depreciable tangible capital asset are to be deferred and recognized in revenue at the same rate that amortization of the related tangible capital asset is recorded.

Regulation 198/2011 also requires that the contributions restricted for specific purposes other than those for the acquisition or development of a depreciable tangible capital asset are recorded as deferred contributions and recognized in revenue in the period when the stipulation or restriction on the contributions have been met.

# KWANTLEN POLYTECHNIC UNIVERSITY

Notes to Financial Statements  
(In thousands of dollars)

Year ended March 31, 2022

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## 2. Summary of significant accounting policies (continued)

### (a) Basis of accounting (continued)

The accounting policy requirements under Regulation 198/2011 are significantly different from the requirements of PSAS which requires government transfers, which do not contain a stipulation that creates a liability, be recognized as revenue by the recipient when approved by the transferor and the eligibility criteria have been met in accordance with PS 3410. Externally restricted contributions are recognized in revenue in the period when the resources are used for the purpose specified in accordance with PS 3100.

As a result, revenue recognized in the Statement of Operations and Accumulated Surplus and certain related deferred capital contributions in the Statement of Financial Position would be recorded differently under PSAS.

### (b) Cash and cash equivalents

Cash and cash equivalents include highly liquid investments with a term to maturity of three months or less at the date of purchase.

### (c) Financial instruments

Financial instruments are classified into two categories: fair value or cost.

(i) Fair value category: The University manages and reports performance for groups of financial assets on a fair-value basis. Cash and cash equivalents and investments are reflected at fair value as at the reporting date. Sales and purchases of investments are recorded on the trade date. Transaction costs related to the acquisition of investments are recorded as an expense. Unrealized gains and losses on financial assets except for those related to restricted endowments are recognized in the Statement of Remeasurement Gains and Losses until such time that the financial asset is derecognized due to disposal or impairment. At the time of derecognition, the related realized gains and losses are recognized in the Statement of Operations and Accumulated Surplus and related balances reversed from the Statement of Remeasurement Gains and Losses. Unrealized gains and losses on endowment investment assets, where earnings are restricted as to use, are recorded as deferred contributions and recognized in revenue when disposed or when the related expenses are incurred.

(ii) Cost category: Amounts receivable are measured at cost less any amount for valuation allowance. Valuation allowances are made when collection is in doubt.

# KWANTLEN POLYTECHNIC UNIVERSITY

Notes to Financial Statements  
(In thousands of dollars)

Year ended March 31, 2022

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## 2. Summary of significant accounting policies (continued)

### (d) Inventories for resale

Inventories for resale, including new and used textbooks, course manuals, stationery, art supplies, clothing, and crested and non-crested giftware, are recorded at the lower of cost or net realizable value.

Cost includes the original purchase cost, plus shipping and applicable duties. Net realizable value is the estimated proceeds on sale less any costs to sell. Inventories are written down to net realizable value when the cost of inventories is estimated not to be recoverable.

When circumstances that previously caused inventories to be written down below cost no longer exist, the amount of write-down previously recorded is reversed.

### (e) Contaminated sites

A liability for contaminated sites is recognized when the following criteria are met:

- (i) An environmental standard exists;
- (ii) Contamination exceeds the environmental standard;
- (iii) The University is directly responsible or accepts responsibility;
- (iv) It is expected that future economic benefits will be given up; and
- (v) A reasonable estimate of the amount can be made.

The liability is recognized as management's estimate of the cost of post-remediation including operation, maintenance and monitoring that are an integral part of the remediation strategy for a contaminated site.

### (f) Non-financial assets

Non-financial assets are not available to discharge existing liabilities and are held for use in the provision of services. They have useful lives extending beyond the current year and are not intended for sale in the ordinary course of operations.

#### (i) Tangible capital assets

Tangible capital asset acquisitions are initially recorded at cost, which includes amounts that are directly attributable to acquisition, construction, development or betterment of the asset. The cost, less residual value, of the tangible capital assets, excluding land and air space parcels, are amortized on a straight-line basis over their estimated useful lives shown below. Land is not amortized as it is deemed to have a permanent value. Work in progress is not amortized until the asset is available for productive use.

# KWANTLEN POLYTECHNIC UNIVERSITY

Notes to Financial Statements  
(In thousands of dollars)

Year ended March 31, 2022

## 2. Summary of significant accounting policies (continued)

### (f) Non-financial assets (continued)

#### (i) Tangible capital assets (continued)

	Term
Buildings	40 years
Major site improvements	10 years
Major equipment	10 - 20 years
Library holdings	10 years
Technology infrastructure	8 years
Furniture and equipment	5 years
Computing equipment	4 years
Leased capital assets	lesser of 5 years or lease term

Tangible capital assets are written down when conditions indicate that they no longer contribute to the University's ability to provide goods and services, or when the value of future economic benefits associated with the tangible capital assets are less than their net book value.

#### (ii) Leased tangible capital assets

Leases which transfer substantially all of the benefits and risks incidental to ownership of property are accounted for as obligations under capital lease and are reflected as part of tangible capital assets in the financial statements. All other leases are accounted for as operating leases and the related payments are charged to expenses as incurred.

### (g) Employee future benefits

The University and its employees make contributions to the College and Municipal pension plans which are multi-employer joint trustee pension plans. These plans are defined benefit plans, providing a pension on retirement based on the member's age at retirement, length of service and highest earnings averaged over five years. Inflation adjustments are contingent upon available funding. As the assets and liabilities of the plans are not segregated by institution, the plans are accounted for as defined contribution plans and any contributions of the University to the plans are expensed as incurred.

The University's sick leave benefits do not vest or accumulate and related costs are expensed as incurred.

# KWANTLEN POLYTECHNIC UNIVERSITY

Notes to Financial Statements  
(In thousands of dollars)

Year ended March 31, 2022

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## 2. Summary of significant accounting policies (continued)

### (h) Revenue recognition

Tuition and student fees, and sales of goods and services are reported as revenue at the time the services are provided or the products are delivered, and collection is reasonably assured.

Unrestricted donations and grants are recorded as revenue if the amounts can be estimated and collection is reasonably assured. Pledges from donors are recorded as revenue when payment is received by the University or the transfer of property is completed.

Restricted donations and grants are reported as revenue depending on the nature of the restrictions on the use of the funds by the contributors as follows:

- (i) Contributions for the purpose of acquiring or developing a depreciable tangible capital asset or in the form of a depreciable tangible capital asset, in each case for use in providing services, are recorded and referred to as deferred capital contributions and recognized in revenue at the same rate that amortization of the tangible capital asset is recorded. The reduction of the deferred capital contributions and the recognition of the revenue are accounted for in the fiscal period during which the tangible capital asset is used to provide services.
- (ii) Contributions restricted for specific purposes other than for those to be held in perpetuity or the acquisition or development of a depreciable tangible capital asset are recorded as deferred contributions and recognized in revenue in the year in which the stipulation or restriction on the contribution have been met.
- (iii) Contributions restricted to be retained in perpetuity, allowing only the investment income earned thereon to be spent are recorded as endowment donations and as deferred contributions for any unspent restricted investment income earned thereon.

Investment income is reported as part of Other Revenue on the Statement of Operations and Accumulated Surplus and includes interest recorded on an accrual basis, dividends recorded as declared, and realized gains and losses on the sale of investments.

### (i) Use of estimates

In accordance with PSAS, the preparation of the financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, related disclosures, and the disclosures of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenue and expenses during the reporting period. Areas where management has made estimates and assumptions include those related to the determination of useful lives of tangible capital assets for amortization and the amortization of related deferred capital contributions, accrued liabilities, valuation of accounts receivable, and provisions for contingencies. Where actual results differ from these estimates and assumptions, the impact will be recorded in future periods when the difference becomes known.

# KWANTLEN POLYTECHNIC UNIVERSITY

Notes to Financial Statements  
(In thousands of dollars)

Year ended March 31, 2022

## 2. Summary of significant accounting policies (continued)

### (j) Foreign currency translation

The University's functional currency is the Canadian dollar. Transactions in foreign currencies are translated into Canadian dollars at the exchange rate in effect on the transaction date. Monetary assets and liabilities denominated in foreign currencies and non-monetary assets and liabilities which are designated in the fair value category under the financial instrument standard are reflected in the financial statements in equivalent Canadian dollars at the exchange rate in effect on the Statement of Financial Position date.

Any gains or losses resulting from a change in rates between the transaction date and the settlement date or Statement of Financial Position date is recognized in the Statement of Remeasurement Gains and Losses. In the period of settlement, the related cumulative remeasurement gain/loss is reversed in the Statement of Remeasurement Gains and Losses and the exchange gains or losses in relation to the exchange rate at the date of the item's initial recognition is recognized in the Statement of Operations and Accumulated Surplus.

### (k) Budget figures

Budget figures have been provided for comparative purposes and have been derived from the 2021-2022 University Budget approved by the Board of Governors on March 31, 2021. The budget is reflected in the Statement of Operations and Accumulated Surplus and the Statement of Changes in Net Debt.

## 3. Cash and cash equivalents

	2022	2021
Cash	\$ 132,860	\$ 85,861
Cash equivalents	2,976	3,030
	<u>\$ 135,836</u>	<u>\$ 88,891</u>

## 4. Accounts receivable

	2022	2021
Accounts receivable	\$ 5,032	\$ 3,669
Allowance for doubtful accounts	(1,158)	(1,741)
	<u>\$ 3,874</u>	<u>\$ 1,928</u>

# KWANTLEN POLYTECHNIC UNIVERSITY

Notes to Financial Statements  
(In thousands of dollars)

Year ended March 31, 2022

## 5. Investments and endowment investments

Investments and endowment investments recorded at fair value are comprised of the following:

	2022	2021
Designated to the fair value category (Level 1)		
Fixed income pooled investments	\$ 19,970	\$ 19,164
Canadian equities pooled investments	8,723	6,971
International equities pooled investments	6,381	7,914
Total Level 1 Category Investments	35,074	34,049
Designated to the fair value category (Level 3)		
Infrastructure pooled investments	294	198
Real estate pooled investments	448	184
Total Level 3 Category Investments	742	382
Total Investments	35,816	34,431
Endowment investments	2,817	2,817
Investments	\$ 32,999	\$ 31,614

All fixed income investments held at March 31, 2022 mature at various dates to October 2083 (2021 – October 2083) and bear interest at rates varying from 0.36% to 8.23% (2021 – 0.18% to 11.75%).

PSAS defines the fair value of a financial instrument as the amount of the consideration that would be agreed upon in an arm's length transaction between knowledgeable, willing parties who are under no compulsion to act. The University uses the following methods and assumptions to estimate the fair value of each class of financial instruments for which the carrying amounts are included in the Statement of Financial Position under the following captions:

- Cash and cash equivalents, accounts receivable, and accounts payables and accrued liabilities – the carrying amounts approximate fair value because of the short maturity of these instruments.
- Investments – the carrying amounts are shown at fair value based on quoted prices (unadjusted) in active markets.

# KWANTLEN POLYTECHNIC UNIVERSITY

Notes to Financial Statements  
(In thousands of dollars)

Year ended March 31, 2022

## 5. Investments and endowment investments

The financial instruments measured at fair value held within each investment are classified according to a hierarchy which includes three levels, reflecting the reliability of the inputs involved in the fair value determination. The different levels are defined as follows:

- Level 1: Quoted prices (unadjusted) in active markets for identical assets or liabilities
- Level 2: Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly (i.e. as prices) or indirectly (i.e. derived from prices)
- Level 3: Inputs for the asset or liability that are not based on observable market data (unobservable inputs).

The following table reconciles the changes in the fair value of investments classified as Level 3 during the year.

	2022	2021
Balance, beginning of year	\$ 382	\$ -
Purchases	520	687
Dispositions	(198)	(305)
Income Distribution	19	-
Unrealized Gain	19	-
Balance, end of year	\$ 742	\$ 382

## 6. Accounts payable and accrued liabilities

	2022	2021
Accounts payable and accrued liabilities	\$ 25,137	\$ 21,544
Salaries and wages payable	7,788	9,496
Accrued vacation payable	12,215	12,074
	\$ 45,140	\$ 43,114

# KWANTLEN POLYTECHNIC UNIVERSITY

Notes to Financial Statements  
(In thousands of dollars)

Year ended March 31, 2022

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## 7. Employee future benefits

### (a) Pension benefits

The University and its employees contribute to the College Pension Plan and Municipal Pension Plan (jointly trusted pension plans). The boards of trustees for these plans, representing plan members and employers, are responsible for administering the pension plans, including investing assets and administering benefits. The plans are multi-employer defined benefit pension plans. Basic pension benefits are based on a formula. As at August 31, 2021, the College Pension Plan has about 16,500 active members, and approximately 9,500 retired members. As at December 31, 2020, the Municipal Pension Plan has about 220,000 active members, including approximately 7,000 from colleges.

Every three years, an actuarial valuation is performed to assess the financial position of the plans and adequacy of plan funding. The actuary determines an appropriate combined employer and member contribution rate to fund the plans. The actuary's calculated contribution rate is based on the entry-age normal cost method, which produces the long-term rate of member and employer contributions sufficient to provide benefits for average future entrants to the plans. This rate may be adjusted for the amortization of any actuarial funding surplus and will be adjusted for the amortization of any unfunded actuarial liability.

The most recent actuarial valuation for the College Pension Plan as at August 31, 2018, indicated a \$303,000 surplus for basic pension benefits on a going concern basis.

The most recent valuation for the Municipal Pension Plan as at December 31, 2018, indicated a \$2,866,000 funding surplus for basic pension benefits on a going concern basis. The University paid \$11,286 for employer contributions to the plans in the fiscal year 2022 (2021 – \$10,562).

The next valuation for the College Pension Plan will be as at August 31, 2021, with results available in 2022. The next valuation for the Municipal Pension Plan will be as at December 31, 2021, with results available in fiscal 2023.

Employers participating in the plans record their pension expense as the amount of employer contributions made during the fiscal year (defined contribution pension plan accounting). This is because the plans record accrued liabilities and accrued assets for each plan in aggregate, resulting in no consistent and reliable basis for allocating the obligation, assets and cost to individual employers participating in the plans.

### (b) Maternity or parental leave

The University provides supplemental employee benefits for faculty, staff and administration on maternity or parental leave. For the duration of the leave, employees on maternity or parental leave receive a supplemental payment added to employment insurance benefits. Employer-paid benefits also continue to be paid on the employees' behalf. The University has expensed \$798 in the current year (2021 – \$1,005). As at March 31, 2022, the University has an obligation of \$710 (2021 – \$393) which has been included in salaries and wages payable.

# KWANTLEN POLYTECHNIC UNIVERSITY

Notes to Financial Statements  
(In thousands of dollars)

Year ended March 31, 2022

## 8. Deferred contributions

Deferred contributions represent the unspent externally restricted grants and contributions that will be used in future periods for academic programming and student awards, as specified by the contributor.

	2021	Amounts received	Recognized as revenue	2022
Provincial	\$ 3,294	\$ 10,007	\$ (5,517)	\$ 7,784
Federal	935	1,840	(1,058)	1,717
Other sources	1,268	1,773	(1,317)	1,724
	\$ 5,497	\$ 13,620	\$ (7,892)	\$ 11,225

## 9. Deferred capital contributions

Changes in deferred capital contributions balance are as follows:

	2021	Amounts received	Recognized as revenue	2022
Provincial	\$ 129,890	\$ 13,043	\$ (8,080)	\$ 134,853
Federal	8,892	966	(732)	9,126
Other sources	13,721	-	(680)	13,041
	\$ 152,503	\$ 14,009	\$ (9,492)	\$ 157,020

## 10. Obligations under capital lease

The University has paid off its remaining capital lease obligation and has not entered into any new capital lease agreements in 2022.

# KWANTLEN POLYTECHNIC UNIVERSITY

Notes to Financial Statements  
(In thousands of dollars)

Year ended March 31, 2022

## 11. Tangible capital assets

	Land	Buildings	Major site improvements	Major equipment	Library holdings	Technology infrastructure	Furniture & equipment	Computing equipment	Leased capital assets	Work in progress (WIP)	2022	2021
<b>Cost</b>												
Opening balance	\$ 21,485	\$ 266,712	\$ 46,622	\$ 12,062	\$ 9,400	\$ 3,866	\$ 77,624	\$ 11,443	\$ 91	\$ 4,065	453,370	440,412
Additions	-	107	652	27	339	-	4,805	3,329	-	5,145	14,404	13,650
Dispositions	-	-	-	-	-	-	-	-	(91)	-	(91)	(692)
Transfer to/(from) WIP	-	-	-	3,515	-	-	-	-	-	(3,515)	-	-
Closing balance	21,485	266,819	47,274	15,604	9,739	3,866	82,429	14,772	-	5,695	467,683	453,370
<b>Accumulated amortization</b>												
Opening balance	-	(102,490)	(21,705)	(2,104)	(7,575)	(2,132)	(65,372)	(8,838)	(58)	-	(210,274)	(191,407)
Amortization	-	(6,670)	(4,499)	(986)	(378)	(482)	(5,316)	(1,790)	-	-	(20,121)	(19,146)
Dispositions	-	-	-	-	-	-	-	-	58	-	58	279
Closing balance	-	(109,160)	(26,204)	(3,090)	(7,953)	(2,614)	(70,688)	(10,628)	-	-	(230,337)	(210,274)
<b>Net book value</b>	<u>\$ 21,485</u>	<u>\$ 157,659</u>	<u>\$ 21,070</u>	<u>\$ 12,514</u>	<u>\$ 1,786</u>	<u>\$ 1,252</u>	<u>\$ 11,741</u>	<u>\$ 4,144</u>	<u>\$ -</u>	<u>\$ 5,695</u>	<u>\$ 237,346</u>	<u>\$ 243,096</u>

# KWANTLEN POLYTECHNIC UNIVERSITY

Notes to Financial Statements  
(In thousands of dollars)

Year ended March 31, 2022

## 12. Accumulated surplus

The accumulated surplus is comprised of the following:

	2022	2021
Investment in tangible capital assets	\$ 80,326	\$ 90,593
Endowments (note 5)	2,817	2,817
Internally restricted	6,170	6,170
Unrestricted	38,015	27,126
Accumulated remeasurement gains	2,079	2,168
	\$ 129,407	\$ 128,874

## 13. Financial risk management

The University has exposure to certain risks from its financial instruments.

The Board of Governors ensures that the University has identified its major risks and ensures that management monitors and controls them.

### (a) Credit risk

Credit risk is the risk of financial loss to the University if a customer or counterparty to a financial instrument fails to meet its contractual obligations. Such risks arise principally from certain financial assets held by the University consisting of cash and cash equivalents, investments and accounts receivable.

The University manages credit risk with established investment guidelines for its investment management companies to follow in managing its investment portfolios. The guidelines limit investments to those with BBB- or greater credit rating. The University does not invest in any derivatives.

### (b) Market risk

Market risk is the risk that changes in the market prices, such as interest rates, will affect the University's income. The objective of market risk management is to control market risk exposures within acceptable parameters while optimizing the return on risk.

Interest rate risk is the risk that the fair value of future cash flows of a financial instrument will fluctuate because of changes in the market interest rates.

It is management's opinion that the University is not exposed to significant market or interest rate risk arising from its financial instruments.

# KWANTLEN POLYTECHNIC UNIVERSITY

Notes to Financial Statements  
(In thousands of dollars)

Year ended March 31, 2022

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## 13. Financial risk management (continued)

### (c) Liquidity risk

Liquidity risk is the risk that the University will not be able to meet its financial obligations as they become due.

The University manages liquidity risk by continually monitoring actual and forecasted cash flows from operations and anticipated investing and financing activities to ensure, as far as possible, that it will always have sufficient liquidity to meet its liabilities when due, under both normal and stressed conditions, without incurring unacceptable losses or risking damage to the University's reputation.

### (d) Foreign exchange risk

Foreign exchange risk is the risk that the fair value of financial instruments or future cash flows associated with the instruments will fluctuate due to changes in foreign exchange rates. The University is exposed to foreign exchange risk on investments that are dominated in foreign currencies.

The functional currency of the University is the Canadian dollar. The University conducts some transactions in foreign currencies, particularly the U.S. dollar. The University maintains a U.S. dollar denominated bank account to minimize foreign exchange risk on these transactions.

### (e) COVID-19 Pandemic

The COVID-19 outbreak has continued to cause disruption in operations for institutions of higher education. The ongoing effects of the pandemic, both in terms of impact and duration, are still uncertain at this time. These factors present uncertainty over future cash flows, may cause significant changes to the carrying values of assets or liabilities and may have a significant impact on futures operations. An estimate of the financial effect is not practicable at this time.

# KWANTLEN POLYTECHNIC UNIVERSITY

Notes to Financial Statements  
(In thousands of dollars)

Year ended March 31, 2022

## 14. Contractual obligations

The nature of the University's activities can result in multi-year contracts and obligations whereby the University will be committed to make future payments. Significant contractual obligations related to operations that can be reasonably estimated are as follows:

	2023	2024	2025	2026	2027
Capital commitments	\$ 3,760	\$ 17	\$ 2	\$ -	\$ -
Operational commitments	17,620	5,033	1,667	1,060	725
	\$ 21,380	\$ 5,050	\$ 1,669	\$ 1,060	\$ 725

## 15. Commitments and contingent liabilities

- (a) The University may, from time to time, be involved in legal proceedings, claims, and litigation that arise in the normal course of operations.

There are several lawsuits pending in which the University is involved. It is considered that the potential claims against the University resulting from such litigation would not materially affect the financial statements of the University.

- (b) The University has the ability to draw on a line of credit with a commercial bank for \$7,500 (2021 – \$7,500). As at March 31, 2022, the University has not utilized the available line of credit.
- (c) As at March 31, 2022, the University has issued two letters of credits to the City of Surrey totalling \$189 (2021 – \$294) which expire on January 25, 2023. There is an automatic renewal that occurs each year thereafter and will terminate once the City of Surrey advises the University that the guarantee is no longer required.

# KWANTLEN POLYTECHNIC UNIVERSITY

Notes to Financial Statements  
(In thousands of dollars)

Year ended March 31, 2022

## 16. Related party transactions

The University has entered into certain transactions and agreements in the normal course of business with certain of its related parties. These transactions are measured at the exchange amount, which is the amount of consideration established and agreed to by the related parties.

Significant related party transactions with the provincial government entities are as follows:

### Revenue and expenses:

Included in revenue	2022	2021
Ministry of Advanced Education, Skills and Training grants	\$ 66,978	\$ 79,344
Other provincial government entity – grants and revenue recognized from deferred contributions	5,518	4,554
Other provincial government entity – grants and revenue recognized from deferred capital contributions	8,080	7,310
	\$ 80,576	\$ 91,208

Included in expenses	2022	2021
Ministry of Advanced Education, Skills and Training	\$ 261	\$ 249
Other provincial government entities	1,327	1,395
Other provincial universities	397	376
	\$ 1,985	\$ 2,020

### Receivables and payables:

Included in accounts receivable	2022	2021
Ministry of Advanced Education, Skills and Training	\$ 700	\$ 565

### Related party transactions with key management personnel:

During the year ended March 31, 2022, the key management personnel, comprised the Board and the University's Executives, have nil (2021 – nil) related party transactions with the University with respect to the delivery of goods and services, and payment of fees that were transacted at non-arm's length. As at March 31, 2022, the University had a net receivable of nil (2021 – nil) and a net payable of nil (2021 – nil) with respect to these transactions.

# KWANTLEN POLYTECHNIC UNIVERSITY

Notes to Financial Statements  
(In thousands of dollars)

Year ended March 31, 2022

## 17. Contractual rights

The University may, from time to time, enter into contracts or agreements in its normal course of operations that will result in the realization of assets and revenues in future fiscal years. The University is a recipient of research grants from various federal, provincial and municipal funding agencies.

The University enters into various multi-year research funding agreements whereby the University has the opportunity to earn revenue in future years by incurring qualified expenditures. These research funding agreements do not abnormally impact the University's financial position and do not guarantee the University the right to future funding.

## 18. Expense by object

The following is a summary of expenses by object:

	Instruction, research, and support	Ancillary operations	2022
Salaries and benefits	\$ 150,482	\$ 876	\$ 151,358
Travel and professional development	1,960	7	1,967
Supplies	4,795	7	4,802
Student awards, bursaries and donations	9,246	-	9,246
Fees and services	28,000	469	28,469
Facilities	11,706	284	11,990
Cost of sales	-	1,502	1,502
Leases, property taxes, insurance	695	35	730
Amortization of tangible capital assets	20,121	-	20,121
	\$ 227,005	\$ 3,180	\$ 230,185

	Instruction, research, and support	Ancillary operations	2021
Salaries and benefits	\$ 146,302	\$ 924	\$ 147,226
Travel and professional development	1,458	2	1,460
Supplies	3,160	6	3,166
Student awards, bursaries and donations	11,393	-	11,393
Fees and services	14,594	246	14,840
Facilities	10,365	99	10,464
Cost of sales	-	1,408	1,408
Leases, property taxes, insurance	725	24	749
Amortization of tangible capital assets	19,146	-	19,146
	\$ 207,143	\$ 2,709	\$ 209,852

# KWANTLEN POLYTECHNIC UNIVERSITY

Notes to Financial Statements  
(In thousands of dollars)

Year ended March 31, 2022

## 19. Kwantlen Polytechnic University Foundation

The Kwantlen Polytechnic University Foundation (the "Foundation") was established on July 14, 2000 and is registered under the Societies Act of British Columbia. The Foundation is a registered charity under the Income Tax Act of Canada. The purpose of the Foundation, is the solicitation and management of donations and endowments for the purpose of providing awards and grants to students of the University and to advance the University's engagement with and within communities it serves. The Foundation is governed by an independent board of directors, the voting members of which can include employees and officers of the University. The University does not exercise control over the Foundation.

During the year, as part of its ordinary course of business, the University transferred certain funds to the Foundation.

	2022	2021
KPU Equity, Diversity, Inclusion and Indigenous Affairs Endowment	\$ -	\$ 4,000
KPU Financial Aid Endowment	3,300	2,000
KPU Research Initiatives Endowment	-	4,000
KPU Financial Barrier Reduction Fund	3,700	-
	\$ 7,000	\$ 10,000

The University also provides administrative, management and staff resources to the Foundation at no charge.

## 20. Comparative information

Certain comparative figures have been reclassified to conform to the current year financial statement presentation. These changes do not affect prior year's annual surplus.



## BOARD OF GOVERNORS - REGULAR MEETING

**Agenda Item:** #6.2

**Meeting Date:** May 25, 2022

**Presenter(s):** Chervahun Emilien

**Agenda Item**                      **Draft Board Response to Senate FY2022-23 Budget Letter**

Action Requested	Motion
<b>Recommended Resolution</b>	<b>THAT Board of Governors approve the Draft Board Response to Senate regarding the FY 2022/23 Budget recommendations as recommended by the Board Finance Committee.</b>

<b>Committee Report</b>	At its meeting on May 17, 2022, the Board Finance Committee recommended that the Board of Governors approve the Draft Board Response to Senate regarding the FY 2022/23 Budget.
<b>Context &amp; Background</b>	<p>As part of the Budget Development Process, the Senate Standing Committee on University Budget (SSCUB) provides to Senate an evaluation of the alignment of the proposed budget to academic and strategic priorities of KPU and, if in agreement, a recommendation to Senate to endorse the proposed budget.</p> <p>Senate then provides, based on SSCUB's feedback, recommendations to the Board of Governors (BOG) for the continued improvement and enhancement of the budget process. The Board of Governors then provides a board-approved response to Senate's recommendations.</p>
<b>Key Messages</b>	<ol style="list-style-type: none"> <li>1. Senate endorsed the FY2022/23 budget, and agrees that budgetary key themes are in alignment with KPU's budget tenets and priorities.</li> <li>2. No recommendations were provided by Senate for improvement or enhancement of the budget process</li> </ol>
<b>Attachments</b>	<ol style="list-style-type: none"> <li>1. Draft Board Response to Senate Budget Recommendations</li> </ol>
<b>Submitted by</b>	Chervahun Emilien, Chief Financial Officer
<b>Date submitted</b>	May 18, 2022



## MEMORANDUM

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TO: SENATE  
CC: Senate Standing Committee on University Budget (SSCUB)  
FROM: Mohammed Mahabub, Chair, Board Finance Committee  
DATE: May 17, 2022  
SUBJECT: SSCUB's Recommendations to Senate for Transmittal to the Board of Governors

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Dear Senate Members:

KPU's Board of Governors wishes to express its sincere thanks and appreciation to Senate and the Senate Standing Committee on University Budget (SSCUB) for your time and efforts spent in consulting and reviewing the University's draft FY 2022/23 budget, as well as for the advice you provided to the President. The diligent work and insightful feedback provided by Senate and SSCUB are very valuable and appreciated.

The Board of Governors recognizes the diligence of Senate and the supporting role SSCUB played in endorsing the annual budget. The Board has asked Administration to continue to seek feedback from all stakeholders and continue to refine the budget development process to meet the needs of the KPU community as this will ultimately result in a product that is financially sound.

## BOARD OF GOVERNORS - REGULAR MEETING

**Agenda Item: #6.3**

**Meeting Date:** May 25, 2022

**Presenter(s):** Jaret Lang

### Agenda Item                      Renewal of License Agreement with the City of Delta

Action Requested	Motion
<b>Recommended Resolution</b>	<b>THAT the Board of Governors approve the renewal of the term for the existing License Agreement between the City of Delta and KPU for the City's use of Paterson Park from June 1<sup>st</sup>, 2022 to May 31<sup>st</sup>, 2023 as recommended by the Board Finance Committee.</b>

#### Committee Report

At its meeting on May 17, 2022, the Board Finance Committee recommended that the Board of Governors approve the renewal of the term for the existing License Agreement between the City of Delta and KPU for the City's use of Paterson Park from June 1<sup>st</sup>, 2022 to May 31<sup>st</sup>, 2023.

#### Context & Background

At its meeting held on May 27<sup>th</sup> 2020, the KPU Board of Governors approved the License Agreement between the City of Delta ("the City") and KPU for the City's use of Paterson Park from May 31<sup>st</sup> 2020 to May 31<sup>st</sup> 2022, as previously recommended by the Board Finance Committee on May 19<sup>th</sup> 2020 (Attachment 1).

On February 14<sup>th</sup> 2022, the City requested an extension to the License Agreement, which provides the City with the right to enter in, over and upon the Lands 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.

The License Agreement also indemnifies KPU 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 KPU may sustain or be put to, in any manner based upon, arising out of or attributable to the City and its use of the Lands.

A new License Agreement has been prepared with a term of 1 year commencing on June 1<sup>st</sup> 2022 and terminating on the May 31<sup>st</sup> 2023. The license fee is still \$1.00 per year and the terms of the new License Agreement are the same as the preceding agreement. It is worth noting that given the number of special events that the City administers at Paterson Park, KPU prepared and executed a Special Events Agreement with the City in February 2020. The License Agreement now references the Special Events Agreement (Schedule B) with its term tied to the duration of the parent License Agreement.

CCP is seeking the Finance Committee's endorsement of the new License Agreement and approval recommendation to the Board of Governors.

**Key Messages**

1. A new License Agreement will supersede and replace the Original License Agreement, with a term of 1 year commencing on June 1<sup>st</sup> 2022 and terminating on the May 31<sup>st</sup> 2023. The license fee is still \$1.00 per year.
2. The License Agreement allows residents of Delta access to the Paterson Park lands for walking and cycling purposes and also allows Delta to maintain the lands and to maintain the sign which is located on the lands.
3. The License Agreement can be terminated by either party upon thirty days' written notice.
4. **The License Agreement renewal was approved by City of Delta Council at its meeting on April 25th, 2022.**

**Resource Requirements**

A renewal of the current License Agreement with the City of Delta is needed to replace the Original License Agreement which is set to expire on May 31<sup>st</sup> 2022.

**Implications/Risks**

An active License Agreement needs to be in place at all times to ensure KPU's interests are protected in regards to legal and insurance purposes.

**Consultations**

Approval from the Board Finance Committee as well as the KPU Board of Governors are required to move forward with the amendment to the existing License Agreement.

**Attachments**

1. *New Proposed License Agreement between City of Delta and KPU dated June 1<sup>st</sup> 2022.*

**Submitted by  
Date submitted**

Jaret Lang, AVP Campus and Community Planning  
May 18, 2022

## LICENCE AGREEMENT

THIS AGREEMENT is made with effect as of the 1st day of June, 2022 (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 licence agreement dated for reference June 1, 2018 (the “**First Extension Licence**”) for an additional two (2) years that expired on May 30, 2020 (the “**First Extended Term**”). The parties subsequently entered into a further licence agreement dated for reference June 1, 2020 (the “**Second Extension License**”) for a term that expires on May 31, 2022 (the “**Second Extended Term**”);
- 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 Second Extension Licence.

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 one (1) year, commencing on the Effective Date and expiring on May 31, 2023 (the “**Term**”), unless earlier terminated in accordance with the terms of this Agreement.

## **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; and
- (b) 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) 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 Original Term, the Extended Term and any period of overholding thereafter 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;
  - (d) to be responsible for all equipment used by Delta or any of its employees, agents and contractors on the Lands;
  - (e) to ensure that all alterations 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;
  - (f) 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;
  - (g) 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;
  - (h) 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;
  - (i) not to use the Lands for any Special Events except in accordance with the Special Events Agreement; and
  - (j) 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,

- 4.4 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.
- 4.5 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.

## **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, the Original Term, any period of overholding following the Original Term, the First Extended Term and the Second Extended 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 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.

## 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  
with a copy to the Associate Vice President, Campus and Community Planning

Email: Natalia.Finlay@kpu.ca

and:

- (b) if to Delta:

CITY OF DELTA  
4500 Clarence Taylor Crescent  
Delta, British Columbia V4K 3E2

Attention: Director of Parks, Recreation & Culture  
Phone Number: 604-952-3537

Email: cgonzalez@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 Schedule A), 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 Licence dated for reference October 1, 1998 in respect of the Sign has expired, is no further force or effect, and is superseded and replaced with this Agreement;
- (b) as of the Effective Date, this Agreement will supersede and replace the Second Extension Licence; 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**

---

Reza Khakbaznejad  
Interim Vice President, Administration

---

George V. Harvie  
Mayor

---

Randall Heidt  
Vice President, External Affairs

---

Michelle Jansson  
City Clerk

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

Michelle Towstyka

Authorized Signatory

## BOARD OF GOVERNORS - REGULAR MEETING

**Agenda Item: #6.4**

**Meeting Date:** May 25, 2022

**Presenter(s):** Jaret Lang

**Agenda Item**                      **Extension of Farm School Agreement Between KPU and Tsawwassen First Nations (TFN)**

Action Requested	Motion
<b>Recommended Resolution</b>	<b>That the Board of Governors approve an extension to the Farm School Agreement between KPU and Tsawwassen First Nation (TFN) to February 28<sup>th</sup>, 2024 as recommended by the Board Finance Committee.</b>

**Committee Report**                      At its meeting on May 17, 2022, the Board Finance Committee recommended that the Board of Governors approve an extension to the Farm School Agreement between KPU and Tsawwassen First Nation (TFN) to February 28<sup>th</sup>, 2024.

**Context & Background**                      KPU and the Tsawwassen First Nation (“TFN”) entered into a non-binding letter of agreement on April 7<sup>th</sup> 2015 establishing the operation of a farm school on TFN Lands for KPU to train TFN members, members of other First Nations, and other KPU students in a small-scale farm. Pursuant to this agreement, TFN and KPU entered into a First Nation Farm School Agreement dated March 30<sup>th</sup> 2016, wherein KPU formally established and operated the Farm School on a portion of the TFN’s, comprising approximately 20 acres.

On July 2<sup>nd</sup> 2019, the TFN submitted a letter to KPU that outlined TFN Executive Council’s expectations to support a short-term extension to November 30<sup>th</sup> 2019, which included:

1. KPU to provide appropriate insurance to cover the Farm School for the period of the extension;
2. \$45,000 payment to TFN to facilitate the construction of a new permanent access from 28<sup>th</sup> Avenue, to be completed summer 2019;
3. KPU to agree a number of TFN member benefits; and,
4. KPU to provide a “Comfort Letter” to TFN that ensures code compliance of KPU on site structures.

KPU countersigned and returned the executed letter to TFN in July 2019, agreeing to its terms and confirming its commitment and dedication to the Farm School program.

On October 21<sup>st</sup> 2019 KPU received a draft of the new “Second Farm School Agreement” from TFN. At its meeting on December 4<sup>th</sup> 2019, the KPU Board of Governors approved to extend the current Agreement with the TFN to April 1<sup>st</sup> 2020 in order to provide both parties enough time to properly review and agree (or negotiate) key terms of the Agreement.

On March 1<sup>st</sup> 2020, the Second Farm School Agreement was fully executed with the term expiring on February 28<sup>th</sup> 2022 (Attachment 1). An Amending Agreement was prepared and subsequently executed to clarify details in August 2020 (Attachment 2).

In June 2021, KPU began meeting and engaging with TFN staff to discuss the extension of the License Agreement. Discussions were very positive with both parties acknowledging the benefits and opportunities created by the TFN Farm School. Unfortunately, resourcing issues delayed TFN from providing KPU with an extension prior to February 28, 2022, although verbal and written commitments to extend the term were received from staff and the Chief Administrative Officer (“CAO”) prior to the expiration date of the agreement. Additionally, and at the request of the CAO, KPU submitted a written request for a longer-term agreement which assists with garnering more resources and financial supports for the farm school, community engagement and farm development (Attachment 3).

With knowledge that TFN would not be able to provide KPU with an Amending Agreement prior to February 28, 2022, CCP met with KPU’s Organizational Risk Management department to discuss and subsequently confirm that KPU would be able to continue operating the TFN Farm School and that all applicable insurance and coverages would continue to apply to staff, students, assets and equipment during any operations that fall outside of the term of the License Agreement.

On May 4<sup>th</sup>, 2022 KPU received the Amending Agreement (Attachment 4) to extend the term of the License Agreement for an additional 2 years (February 29<sup>th</sup>, 2024) which includes a clause that automatically extends the term for an additional 2 years (February 28<sup>th</sup>, 2026).

CCP recommends that the Board of Governors approve KPU Administration to execute Amending Agreement.

### **Key Messages**

1. KPU has continuously demonstrated its ongoing commitment to the TFN/KPU Farm School Agreement.
2. The Second Farm School Agreement was executed on March 1st 2020, and expired on February 28th 2022.

3. **The Amending Agreement was received on May 4<sup>th</sup>, 2022 and extends the term to February 29<sup>th</sup>, 2024 with an automatic rollover to February 28<sup>th</sup>, 2026.**

**Resource  
Requirements**

An extension to KPU's current existing Farm School Agreement with TFN is necessary to continue the partnership between KPU and the TFN.

**Implications/Risks**

The Farm School program is a vital component of KPU's academic curriculum, and is highly valuable in the continuation of KPU's positive relationship with the TFN.

The Farm School program is a low-input, ecologically sound, alternate market, small scale farming operation which is aligned with KPU's commitment to achieve carbon neutrality by the year 2050.

**Consultations**

ISFS have been engaged and participated in all of the discussions with TFN.

**Attachments**

1. [Second Farm School Agreement – executed on March 1<sup>st</sup> 2020](#)
2. Amending Agreement 1 – August 2020
3. KPU's written request for a Longer-Term Duration
4. Amending Agreement 2 for Term Extension

**Submitted by**

Jaret Lang, AVP Campus and Community Planning

**Date submitted**

May 18, 2022

## **Amending Agreement**

This Amending Agreement made effective the \_\_\_\_ day of August, 2020.

BETWEEN:

**Tsawwassen First Nation** of 1926 Tsawwassen Drive, Tsawwassen, B.C., V4M 4G2

(“TFN”)

and

**Kwantlen Polytechnic University** of  
12666 72<sup>nd</sup> Avenue, Surrey, BC V3W 2M8

(“KPU”)

### **WHEREAS:**

- A. TFN and KPU (together, the “**Parties**”) entered into the Kwantlen Tsawwassen Second Farm School Agreement (the “**Agreement**”) dated as of 1 March 2020, for the purpose of providing for the establishment and operation of a farm school on TFN Lands for KPU to train TFN members, members of other First Nations and other KPU students in low-input, ecologically sound, alternate market, small scale farming and conduct activities incidental thereto including market crop and incubator farming components, as further described in the Agreement.
- B. Section 12.6 of the Agreement permits the Parties to make amendments to the Agreement provided the amendments are in writing and signed by the Parties.
- C. The Parties desire to amend the Agreement on the terms and conditions set forth in this amending agreement (the “**Amendment**”).

**THEREFORE** in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the sufficiency of which is acknowledged, TFN and KPU agree to amend the Agreement as follows:

### **Amendments**

1. The Agreement is amended by:
  - a. in subsection 2.2 (b), deleting the words “ten chickens and six pigs” and replacing them with “99 chickens and 20 pigs”;
  - b. in s.3.4, deleting the number “30” and replacing it with “90”;
  - c. in s.4.1, deleting the words “the “TFN Farm School”, the “Kwantlen Tsawwassen First Nation Farm School, or the “Kwantlen TFN First Nation Farm School.”;
  - d. in s.4.8, deleting the number “60” and replacing it with the number “90”;
  - e. adding the following sentence at the end of s.4.8: “This report will include a summary of the Farm School activities during the previous academic year, including summaries

- in respect of the Farm School's operational costs and revenues and student enrollment, and other matters requested by TFN.”;
- f. in subsection 5.1(b), deleting the phrase “within 120 days of the execution and delivery of this Agreement by the parties” and replacing it with “on or before December 18, 2020”; and
  - g. replacing subsection 5.1(c) with “provide and comply with the TFN Member Benefits set out in Schedule C, including reporting to EC on the compliance.”.

**No Other Change**

- 2. Except as otherwise expressly provided in this Amendment, all the terms and conditions of the Agreement remain unchanged and in full force and effect.

**KWANTLEN POLYTECHNIC UNIVERSITY**

**by its duly authorized representative(s):**



Digitally signed by Sandy Vanderburgh  
DN: cn=Sandy Vanderburgh, o, ou,  
email=sandy.vanderburgh@kpu.ca, c=CA  
Date: 2020.08.19 10:39:44 -07'00'

By: Authorized Signatory

**Marlyn Graziano**

Digitally signed by Marlyn Graziano  
DN: cn=Marlyn Graziano, o=Kwantlen Polytechnic University, ou=Vice  
President, External Affairs, email=marlyn.graziano@kpu.ca, c=CA  
Date: 2020.08.12 12:36:48 -07'00'

By: Marlyn Graziano, VP External Affairs

**TSAWWASSEN FIRST NATION**

**by its duly authorized representative(s):**



By: Braden Smith, Chief Administrative Officer



By: Chief Ken Baird

Braden Smith  
Chief Administrative Officer  
Tsawwassen First Nation  
1926 Tsawwassen Drive, Tsawwassen, BC V4M 4G2

Dear Mr. Smith,

The License Agreement between Tsawwassen First Nation (TFN) and Kwantlen Polytechnic University (KPU) which describes the terms and conditions for the Institute for Sustainable Food Systems use for the Tsawwassen First Nation Farm School is up for renewal. Currently, the License Agreement has a duration of two years and recent discussions between TFN and KPU have alluded to the potential for and appropriateness of a longer-term agreement. This letter is to request TFN's consideration for a minimum five-year timeframe with an optional extension period of similar duration, subject to mutual agreement.

From KPU's perspective such a timeframe is appropriate and advantageous for several reasons. First and foremost, the ISFS and KPU have collaborated with TFN to bring forth the TFN Farm School over the past 7 years. During this time, we have collectively strived to learn from one another, build stronger and deeper relationships, and share knowledge and experiences to support mutually beneficial outcomes. Through this work, KPU has learned and continues to learn how to better serve the TFN community which is reflected in our ongoing commitment to continue to strengthen the relationship while also supporting TFN's food security aspirations. KPU has, along with TFN, contributed substantial resources to the development of the TFN Farm School farm. The farm and farm school program is an exemplar of how an Indigenous Nation and a university can work together to advance food security and sovereignty goals.

Our ability to garner more resources and financial supports for the farm school, community engagement and farm development will be enhanced greatly with a longer term agreement. For example, we intend to apply for a Canada Foundation for Innovation (CFI) grant to further support the farm's development. The CFI grant program will only fund projects that can demonstrate longer term stability, so extending the duration of the license agreement is advantageous. Similarly, other granting programs view longer term relationships and commitment very favourably.

Additionally, a longer-term agreement will signal to KPU's senior administration the importance of this program to TFN as well as the solidity and depth of our relationship. This in turn will be enable us to motivate the university to increasingly support and invest in the TFN Farm School and concomitant programming for the TFN community. A longer term agreement will better support our planning for the farm and farm school programming by allowing KPU to budget and account for Farm School investments over a longer period of time, easing amortization and depreciation for operations and fixed assets.

For these reasons it is our sincere hope that TFN will consider a multi-year Land Use Agreement. Be assured that KPU is unequivocally committed to this unique, ground breaking program and its continued improvement.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Jaret Lang', is written over a horizontal line.

Jaret Lang  
AVP Campus and Community Planning  
Kwantlen Polytechnic University

## Amending Agreement

This Amending Agreement made effective the 1<sup>st</sup> day of March, 2022.

BETWEEN:

**Tsawwassen First Nation** of 1926 Tsawwassen Drive, Tsawwassen, B.C., V4M 4G2

(“TFN”)

and

**Kwantlen Polytechnic University** of  
12666 72<sup>nd</sup> Avenue, Surrey, B.C., V3W 2M8

(“KPU”)

### WHEREAS:

- A. TFN and KPU (together, the “**Parties**”) entered into the Kwantlen Tsawwassen Second Farm School Agreement (the “**Original Agreement**”) dated as of 1 March 2020, for the purpose of providing for the establishment and operation of a farm school on TFN Lands for KPU to train TFN members, members of other First Nations and other KPU students in low-input, ecologically sound, alternate market, small scale farming and conduct activities incidental thereto including market crop and incubator farming components, as further described in the Original Agreement.
- B. Section 12.6 of the Original Agreement permits the Parties to make amendments to the Agreement provided the amendments are in writing and signed by the Parties.
- C. The Parties amended the Original Agreement pursuant to an Amending Agreement made effective the 19<sup>th</sup> day of August, 2020 (the “**Amending Agreement**”, and together with the Original Agreement, the “**Agreement**”).
- D. The Parties desire to amend the Agreement on the terms and conditions set forth in this amending agreement (the “**Amendment**”).

**THEREFORE** in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the sufficiency of which is acknowledged, TFN and the Contractor agree to amend the Agreement as follows:

### Amendments

1. The Agreement is amended:
  - a. by deleting the reference to “February 28, 2022” in Section 3.1 of the Original Agreement and replacing it with a reference to “February 29, 2024”; and
  - b. by adding the following to the end of Section 3.1: “KPU may, at its option, extend the Term by two years by giving written notice to TFN by no later than February 1, 2024 that the Term will be extended until February 28, 2026.”

**No Other Change**

2. Except as otherwise expressly provided in this Amendment, all of the terms and conditions of the Agreement remain unchanged and in full force and effect.

**KWANTLEN POLYTECHNIC UNIVERSITY**  
**by its duly authorized representative(s):**

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Per: Authorized Signatory

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Per: Authorized Signatory

**TSAWWASSEN FIRST NATION**  
**by its duly authorized representative(s):**

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By: Braden Smith, Chief Administrative Officer

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By: Chief Ken Baird

## BOARD OF GOVERNORS - REGULAR MEETING

**Agenda Item: #7.2**

**Meeting Date:** May 25, 2022

**Presenter(s):** Keri van Gerven

**Agenda Item**                      **GV2 Protocol for the Development of University Policies**

Action Requested	Motion
<b>Recommended Resolution</b>	<b>THAT the Board of Governors approve Policy and Procedure GV2 Protocol for the Development of University Policies effective September 1, 2022 as recommended by the Board Governance Committee.</b>

**Committee Report**                      At its meeting on May 11, 2022, the Board Governance Committee recommended that the Board of Governors approve Policy and Procedure GV2 Protocol for the Development of University Policies effective September 1, 2022.

**Context & Background**                      **Rationale**

Policy GV2 [Protocol for the Development of University Policies](#) and related [Procedure](#) (effective April 2013) have been reviewed and it was determined that a revision is required to provide the University with a policy development, consultation and approval process that is clearer, more consultative, transparent and robust.

### Proposed Changes

The following outlines the proposed changes in draft GV2 Protocol for the Development of University Policies  
Policy and Procedure:

- Definitions added to Procedures
- Policy Classification reduced to 3 categories
- Academic/Administrative distinction eliminated
- Policy Sponsors reduced to just President, Vice Presidents and CFO
- Public Posting: Separated into two, 3-week postings
- Opportunity to “opt-in” to consultations early in process

**Key Messages**

1. The proposed draft Policy and Procedure GV2 were posted on the KPU Policy Blog for a 6-week public commenting period from January 4, 2022 to February 14, 2022 at 11:59pm PST. All feedback was reviewed, considered and responded to on the Policy Blog.
2. Policy and Procedure GV2 are to be approved by KPU Board of Governors, with advice from Senate.
3. It is proposed that draft Policy and Procedure, once approved, will be implemented effective September 1, 2022. However, for policies that have initiated their process with the Office of Policy Coordination prior to September 1, 2022, the policy developers can proceed with either the existing process, or the newly approved process beginning on September 1, 2022.

**Consultations**

- Polytechnic University Executive (PUE)
- Faculty Councils
- Senate Office
- Senate Standing Committee on Policy
- Associate Vice President for Research, Innovation, and Graduate Studies
- Special Assistant to the Provost on Policy and Academic Affairs
- Antiracism Task Force
- The President's Diversity and Equity Committee (PDEC)

**Attachments**

1. Draft Policy GV2 Protocol for the Development of University Policies
2. Draft Procedure GV2 Protocol for the Development of University Policies
3. GV2 New Policy Development Flowchart
4. GV2 Amended Policy Development Flowchart
5. GV2 Amended Procedure Development Flowchart
6. GV2 Policy Elimination Flowchart
7. GV2 Significant Changes Flowchart
8. GV2 Policy Blog Comments and Responses
9. GV2 Policy Development and Approval Timeline

**Submitted by**

Keri van Gerven, University Secretary

**Date submitted**

May 13, 2022

Policy History
<b>Policy No.</b> GV2
<b>Approving Jurisdiction:</b> Board of Governors, with Senate's advice
<b>Administrative Responsibility:</b> President
<b>Effective Date:</b> September 1, 2022

## Protocol for the Development of University Policies Policy

### A. CONTEXT AND PURPOSE

Kwantlen Polytechnic University's ("KPU") Policy GV2 ("Policy Protocol") and corresponding procedures provides the University Community, Board of Governors, Senate and President with a consistent process for developing, amending and eliminating Policy. This process assists in ensuring compliance with legislation and other regulatory requirements, managing risk, achieving the University's mission, enhancing operational efficiencies and setting appropriate standards, restraints and expected behaviours.

### B. SCOPE AND LIMITS

1. This Policy Protocol governs the development of all policies, relating to the operation of the University, under the jurisdiction of the Board, Senate and the President.
2. All members of the KPU Community must abide by KPU Policy and Procedure.
3. This Policy Protocol does not apply to Bylaws or policies developed by the Board of Governors nor Senate in relation to their own governance.
4. This Policy Protocol does not apply to practices developed by individual departments to guide the management of issues within their particular jurisdiction and control. If a departmental practice contradicts University policies, University policy will prevail.
5. If any provision in this Policy or related Procedures is inconsistent with a Collective Agreement, Statutory Rights or Obligations, the applicable Legislation or Collective Agreement language will prevail to the extent of the inconsistency.

### C. STATEMENT OF POLICY PRINCIPLES

1. Policies are congruent with the mission, vision and goals of the University and consistent with legislative and internal powers of the Board, Senate and President of the University.
2. The development and approval of Policies is an open and inclusive process which provides for input from current KPU Employees and Students.
3. Policy development and maintenance is coordinated through the Office of Policy Coordination.

4. Policies focus on principles and those principles address broad, long-term issues and values. Procedures ensure clarity around actions to support the Policies and will be directly linked to the Policies they support. The processes necessary to amend Procedures are less stringent in order to recognize organizational, regulatory or other issues without, in most cases, the need to review the principles imbedded in the Policy statement itself.
5. The Policy development process and the Policies themselves are readily accessible to the University community, electronically, and linked to the related Procedures that support the Policies.
6. Policies and Procedures are reviewed regularly, every 4 years, to ensure they continue to be relevant, accurate and current.
7. The Board of Governors may direct Internal Audit to conduct audits of KPU Policies to ensure that Policies are being followed, are being correctly interpreted and are being applied consistently.
8. KPU is committed to providing a learning and working environment that is inclusive and equitable to all members within its diverse community. This commitment should be recognized and considered in the development of all Policies. KPU Policies must not discriminate because of the race, colour, ancestry, place of origin, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity or expression, or age of an individual.

## **D. DEFINITIONS**

Refer to Section A of *GV2 Protocol for the Development of University Policies Procedure* for a list of definitions in support of this Policy.

## **E. RELATED POLICIES & LEGISLATION**

*University Act*  
*BC Human Rights Code*

## **F. RELATED PROCEDURES**

*GV2 Protocol for the Development of University Policies Procedure*

Policy History
<b>Policy No.</b> GV2
<b>Approving Jurisdiction:</b> Board of Governors, with Senate's advice
<b>Administrative Responsibility:</b> President
<b>Effective Date:</b> September 1, 2022

## Protocol for the Development of University Policies Procedure

### A. DEFINITIONS

1. **All Applicable Law:** All applicable federal, provincial and municipal law including statutes, regulations, bylaws, directives, guidelines and public sector reporting requirements and any contractual or other legal obligations.
2. **Clerical Change:** A change that does not alter the scope or nature of a Policy or Procedure. Such changes typically include, nomenclature changes, the correction of typographical errors and language clarifications that do not alter requirements or responsibilities or updates to external links, titles or references. This includes changes to the Policy Sponsor or classification due to organizational changes.
3. **Develop/Amend/Eliminate:** The creation of a new KPU Policy or Procedure, the revision of an existing KPU Policy or Procedure, the removal of a KPU Policy or Procedure.
4. **Effective Date:** Date on which the Policy or Procedure is approved or deemed current by the Policy Sponsor or approving governing body.
5. **Policy:** A concise, formal statement of principles that directs how the University will act in a particular area of operation. Policies focus on principles and those principles address broad, long-term issues and values which should serve the University over an extended period of time without the need for frequent review of change. Policies are approved by the Board, Senate or President and are binding on all members of the University Community.
6. **KPU Policy Blog** An online forum for KPU employees and students to comment on draft Policy and Procedure during Phase One and Phase Two postings and contact a Policy Developer to opt in to consultations.

7. **Policy Coordination Team:** Inclusive of the University Secretary, with a reporting relationship to the Board of Governors, and administrators responsible for supporting the Board of Governors, Senate and Policy.
8. **Policy Developer:** An individual assigned by a Policy Sponsor to develop, amend or eliminate Policy or Procedure in line with this Procedure.
9. **Policy Sponsors:** The President, Vice Presidents and Chief Financial Officer (CFO).
10. **Procedure:** Define the manner in which a policy is to be implemented. Procedures communicate acceptable practice, set boundaries and establish who is responsible for any required action. Procedures ensure clarity around actions to support the Policies and will be directly linked to the Policies they support. Procedures, by their nature, must reflect current organizational structure and regulatory framework of the University. The processes necessary to amend Procedures are less stringent in order to recognize organizational, regulatory or other issues without, in most cases, the need to review the principles imbedded in the Policy statement itself.
11. **Substantive Change:** A significant modification or expansion of the nature and scope of a Policy and/or Procedure.
12. **University:** Kwantlen Polytechnic University (KPU).
13. **University Community:** Employees current and former, including those hired on casual service and other contracts, all current and prospective students, members of the Board of Governors, volunteers, visitors, contractors who provide services to KPU, alumni, members of the Foundation Board, suppliers, post-doctoral fellows, visiting academics, professor, faculty, emeriti and any other persons on KPU premises and at KPU sponsored and sanctioned activities and events, both domestic and abroad.

## B. PROCEDURES

1. **Policy Coordination Team:**
  - a. maintains the master, official record of all Policies. Each official Policy will be posted online and there will be only one online version. In the case of discrepancy, the publicly posted online version will be deemed the official Policy and/or Procedure;
  - b. acts as the University's official Policy holder. All new Policies and Procedures, and changes to existing Policies and Procedures will be managed through this office;
  - c. acts as the designated office to receive "Request for New Policy or Modifications to Existing Policy" document;
  - d. provides advice regarding the determination of Policy classification between the jurisdictions of the Board, Senate and President;

- e. maintains a log to determine the status of Policy development/modification and monitors timelines to ensure that Policy issues are being handled expeditiously;
- f. brings information about delays or non-action to the attention of the person with administrative responsibility for the Policy within each of the jurisdictions for their follow-up;
- g. arranges distribution of draft Policies through the official approval process;
- h. ensures that all new and revised Policies have followed the required processes including appropriate approvals and signatures within each of the respective jurisdictions;
- i. maintains an online policy register of existing Policies and their review dates, and monitors the review process to ensure that action is taken in a timely manner;
- j. may attend Senate and Senate Standing Committee meetings where policy development matters are discussed;
- k. approves Clerical changes and reports them to the appropriate Policy Sponsor.
- l. Prepares annually, normally in June, a report for the President to present to SSC Policy and Board Governance committee summarizing the status of all KPU Policies, including approvals, revisions and eliminations, [jurisdictional disputes](#) and all Clerical changes during the past 12 months.

## 2. Policy Authority and Jurisdiction

Policies will be classified into one of three jurisdictions, based on the role of each jurisdiction as determined by the *University Act* and other pertinent legislation:

- a. Board of Governors
- b. Senate
- c. President

The Policy Coordination Team will provide advice regarding the determination of Policy jurisdiction. Legal advice may be sought to clarify the appropriate classification through the Office of General Counsel.

See Section 11.

Policies may be classified into categories on the KPU website to assist readers in locating them.

## 3. Policy Sponsors

The President, Vice Presidents and CFO are Policy Sponsors at KPU.

Policy Sponsors are determined by the Policy Coordination Team based on alignment between Policy scope and KPU's organizational structure. The appropriate Policy Sponsor can be changed as required to better align with changes to KPU's organizational structure. Policy Sponsors:

- a. Review Policy and Procedure development requests for merit.
- b. Assign a Policy Developer to Policies and/or Procedures.
- c. Approve draft Policies and Procedures as outlined in this Procedure.
- d. Determine, in consultation with the Policy Coordination Team, if proposed changes to a Policy or Procedure are Substantive or Clerical.

#### 4. Policy Developers

Policy Developers are assigned by a Policy Sponsor to:

- a. Develop KPU Policy and Procedures, including new policy, amendments and eliminations.
- b. Conduct research in the course of developing Policy and Procedure.
- c. Conduct consultations for the purpose of developing Policy and Procedure.
- d. Respond to and, if appropriate, incorporate feedback from consultations and comments on the KPU Policy Blog.
- e. Consult with Risk and the Office of General Counsel, including KPU Privacy, as required in the development of Policy and Procedure outlined below.
- e-f. Consult with KPU's Labour Relations Department to ensure that new policy language is in alignment with existing Collective Agreement language.
- f-g. Develop and consult on how new, amended or eliminated Policy or Procedure will be implemented into practice at KPU.

#### 5. Requesting a Policy or Procedure Review

- a. Individuals, bodies, or groups who perceive the need for the amendment of a policy or procedure outside the regular 4-year review cycle must submit a formal request to the Policy Coordination Team using the form on the KPU website. The Policy Sponsor will review requests to determine merit.
- b. If there is merit to the request, the Policy Sponsor will identify an appropriate Policy Developer to assume full responsibility for the amendment of the policy or procedure. Unapproved request(s) will be logged and archived and included in the Policy Status report presented annually by the President to SSC Policy and Board Governance committee.

#### 6. Developing a New KPU Policy and Procedure

- a. The Policy Coordination Team receives a request to develop a new KPU Policy and/or Procedure.
- b. The Policy Coordination Team submits the request to a Policy Sponsor, based on best alignment with the Policy scope, KPU's current organizational structure and the nature of the request.
- c. The Policy Sponsor reviews the request for merit and if in agreement, approves the requests and assigns a Policy Developer.
- d. The Policy Developer prepares the following to be posted on the KPU Policy Blog:
  - i. Rationale for the Policy and/or Procedure development.
  - ii. Proposed Policy jurisdiction.
  - iii. Proposed scope and content of the Policy and/or Procedure.
  - iv. List of proposed consultations with individuals and groups.

- v. Contact information for consultation requests.
- e. The proposal with the above information is posted on the KPU Policy Blog for 3 weeks “Phase One Posting”
  - i. KPU Employees and Students can comment on the proposal and request to be included in consultations during development.
- f. During the Phase One 3-week posting, a cover sheet is prepared and sent to the next Senate Subcommittee on Policy (SSC Policy) and Board Governance Committee meetings.
  - i. The Chairs of SSC Policy and Board Governance will determine if the Policy Developer is required to attend the meeting and speak to the proposal.
  - ii. SSC Policy and Board Governance committee may request that additional group(s) or individuals be added to the proposed consultation list and/or raise relevant governance questions.
- g. Following the conclusion of the Phase One 3-week posting, the Policy Developer will begin consultations and drafting. All individuals and groups who were initially identified by the Policy Developer, opted in through the Policy Blog and were added by SSC Policy or Board Governance committee, must be consulted.
- h. The Policy Developer will conduct research, including but not limited to: All Applicable Law, best practices, Collective Agreements and other relevant information and data.
- i. ~~Where appropriate, the~~ Policy Developer will consult with the Office of General Counsel, including KPU Privacy and Risk for review and advice on the draft being developed;
  - i. General Counsel will determine if a review by external counsel is warranted due to subject matter expertise.
- ~~i-j.~~ The draft policy and/or procedure is submitted to the Polytechnic University Executive (PUE) for advice.
- ~~j-k.~~ The draft policy and/or procedure is submitted by the Policy Developer to the Policy Sponsor for approval to post on the KPU Policy Blog.
- ~~k-l.~~ The draft policy and/or procedure is posted on the KPU Policy Blog for 3 weeks “Phase Two Posting”.
  - i. Comments regarding consideration given to diversity, equity and inclusion in relation to the draft should be provided by the Policy Developer.
- ~~l-m.~~ The Policy Developer will respond to comments posted on the Policy Blog and make changes deemed appropriate to the draft.
  - i. Clerical Changes or other non-substantive changes can be made and the draft proceed to the next stage in development.
  - ii. If Substantive Changes are made as a result of the KPU Policy Blog feedback, the Policy Developer may need to hold additional consultations on the revised draft and will be required to post the revised draft for an additional 3 weeks “Phase Two Posting”.

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- 11.1. Following the completion of the Phase Two 3 week posting with no Substantive Changes, the Policy Developer submits the draft to the Policy Sponsor for approval.
- 11.2. Following approval from the Policy Sponsor, the draft is submitted to the Polytechnic University Executive (PUE) for advice.
- 11.3. Following advice from the PUE, the draft is submitted to the appropriate governing committees for advice based on the draft's Policy Jurisdiction (see Sections 2 and 11).
- 11.4. Following advice from the governing committees, if required, the draft is submitted to the final approving jurisdiction (President, Board of Governors, Senate) based on its Policy Classification.
- 11.5. If during steps "m" or "n" the draft undergoes Substantive Changes, the Policy Developer may need to hold additional consultations on the revised draft and will be required to post the revised draft for an additional 3 weeks and restart the development process from that step.
- 11.6. Following approval from the President, Senate or Board of Governors, the draft is deemed final and posted on the KPU Policy Website.
- 11.7. Policy Sponsors are required to ensure the new Policy and/or Procedure is implemented into KPU Practice and that individuals and departments are provided with training and awareness as needed and/or requested.

## 7. Amending a KPU Policy

### Significant Change

- a. The Policy Coordination Team receives a request to amend an existing KPU Policy.
- b. The Policy Coordination Team submits the request to the Policy Sponsor.
- c. The Policy Sponsor reviews the request for merit and determines if the scope of changes will be Significant or Clerical in nature.
  - i. If the changes will be Significant, a Policy Developer is assigned.
  - ii. If the changes are Clerical, see Clerical Change below.
- d. The Policy Developer prepares the following to be posted on the KPU Policy Blog:
  - i. Rationale for the Policy Amendment.
  - ii. Proposed scope and content of the Policy Amendment.
  - iii. List of proposed consultations with individuals and groups.
  - iv. Contact information for consultation requests.
- e. The rationale with the above information is posted on the KPU Policy Blog for 3 weeks "Phase One Posting"
  - i. KPU Employees and Students can comment on the rationale and request to be included in consultations during development.
- f. During the Phase One 3 week posting, a cover sheet is prepared and sent to the next Senate Subcommittee on Policy (SSC Policy) and Board Governance Committee meetings.

1) The Chairs of SSC Policy and Board Governance will determine if the Policy Developer is required to attend the meeting and speak to the proposal.

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- i. SSC Policy and Board Governance committee may request that additional group(s) or individuals be added to the proposed consultation list and/or raise relevant governance questions.
- g. Following the conclusion of the Phase One 3 week posting, the Policy Developer will begin consultations and amendments. All individuals and groups who were initially identified by the Policy Developer, opted in through the Policy Blog and were added by SSC Policy or Board Governance committee, must be consulted.
- h. The Policy Developer will conduct research, including but not limited to: All Applicable Law, best practices, Collective Agreements and other relevant information and data.
  - i. The Policy Developer will connect with the Office of General Counsel, including KPU Privacy, and Risk for review and advice on the draft being developed;
    - 1) General Counsel will determine if a review by external counsel is warranted due to subject matter expertise.

1-j). The draft policy is submitted to the Polytechnic University Executive (PUE) for advice.

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1-k). The revised draft Policy is submitted by the Policy Developer to the Policy Sponsor for approval to post on the KPU Policy Blog.

1-l). The draft policy is posted on the Policy Blog for 3 weeks "Phase Two Posting".

1-m). Comments regarding consideration given to diversity, equity and inclusion in relation to the draft should be provided by the Policy Developer.

1-n). The Policy Developer will respond to comments posted on the Policy Blog and make changes deemed appropriate to the draft.

- i. Clerical Changes or other non-substantive changes can be made and the draft proceed to the next stage in development.
- ii. If Substantive Changes are made as a result of the Policy Blog feedback, the Policy Developer may need to hold additional consultations on the revised draft and will be required to post the revised draft for an additional 3 weeks.

1-o). Following the completion of the Phase Two 3 week posting with no Substantive Changes, the Policy Developer submits the draft to the Policy Sponsor for approval.

1-p). Following approval from the Policy Sponsor, the draft is submitted to the Polytechnic University Executive (PUE) for advice.

1-q). Following advice from the PUE, the draft is submitted to the appropriate governing committees for advice based on the draft's Policy Classification (see Section X).

1-r). Following advice from the governing committees, if required, the draft is submitted to the final approving jurisdiction (President, Board of Governors, Senate) based on its Policy Classification.

f.s. If during steps m or n the draft undergoes Substantive Changes, the Policy Developer may need to hold additional consultations on the revised draft and will be required to post the revised draft for an additional 3 weeks and restart the development process from that step.

s.t. Following approval from the President, Senate or Board, the draft is deemed final and posted on the KPU Policy Website.

t.u. Policy Sponsors are required to ensure the new Policy and/or Procedure is implemented into KPU Practice and that individuals and departments are provided with training and awareness as needed and/or requested.

#### **Clerical Change**

These steps will be followed if step 7.C.ii. above determines that the changes to the KPU Policy are Clerical:

- a. The Policy Developer determines the full list of Clerical changes required for the KPU Policy and submits it to the Policy Sponsor.
- b. If the Policy Sponsor approves the changes, they are submitted to the Policy Coordination Team, which will update the Policy documents and website accordingly.
- c. The Policy Coordination Team will include the changes in the annual report to SSC Policy and Board Governance committee.

### **8. Amending a KPU Procedure**

#### **Significant Change**

- a. The Policy Coordination Team receives a request to amend an existing KPU Procedure.
- b. The Policy Coordination Team submits the request to the Policy Sponsor.
- c. The Policy Sponsor reviews the request for merit and determines if the scope of changes will be Significant or Clerical in nature.
  - i. If the changes will be Significant, a Policy Developer is assigned.
  - ii. If the changes are Clerical, see "Clerical Change", below.
- d. The Policy Developer will conduct consultations and research and draft the revised Procedure.
- e. The revised draft is submitted to the Policy Sponsor for approval to be posted on the KPU Policy Blog for 3 weeks "Phase One Posting".
- f. The Policy Developer prepares the following to be posted on the KPU Policy Blog:
  - i. Rationale for the Procedure Amendment.
  - ii. Summary of changes that have been made.
  - iii. Contact information for the Policy Developer.
- g. The rationale with the above information is posted on the KPU Policy Blog for 3 weeks "Phase One Posting"

- i. KPU Employees and Students can comment on the rationale and summary of changes.
- h. Following the conclusion of the Phase One 3 week posting, the Policy Developer will respond to the feedback on the KPU Policy Blog and, in consultation with the Policy Coordination Team, determine whether the draft can proceed to approval or if further consultations are needed. If further consultations are needed and significant changes to the draft made as a result, then the revised draft will be posted for an additional 3 weeks.
- i. Following the completion of a 3 week posting with no Substantive Changes, the Policy Developer submits the draft to the Polytechnic University Executive (PUE) for advice.
- j. The Policy Developer submits the draft to the Policy Sponsor for approval.
- k. Once approved by the Policy Sponsor, the draft is deemed final and posted on the KPU Policy Website.
- l. Policy Sponsors are required to ensure the revised Procedure is implemented into KPU Practice and that individuals and departments are provided with training and awareness as needed and/or requested.

#### **Clerical Change**

These steps will be followed if step 8.C.ii above determines that the changes to the KPU Procedure are Clerical

- m. The Policy Developer determines the full list of Clerical changes required for the KPU Procedure and submits it to the Policy Sponsor.
- n. If the Policy Sponsor approves the changes, they are submitted to the Policy Coordination Team, who will update the Procedure documents and website accordingly.
- o. The Policy Coordination Team will include the changes in the annual report to SSC Policy and Board Governance committee.

#### **9. Eliminating a KPU Policy and Procedure**

- a. The Policy Coordination Team receives a request to eliminate an existing KPU Policy and corresponding Procedure.
- b. The Policy Coordination Team submits the request to the Policy Sponsor.
- c. The Policy Sponsor reviews the request for merit and, if in agreement, assigns a Policy Developer.
- d. The Policy Developer will consult with the Office of General Counsel, including KPU Privacy, regarding any concerns with the proposed Policy Elimination.
- e. The Policy Developer prepares the following to be posted on the KPU Policy Blog:
  - i. Rationale for the Policy Elimination.
  - ii. Proposed impact and mitigating strategy following the Policy elimination.
  - iii. Contact information for Policy Developer.

e-f. The rationale with the above information is posted on the KPU Policy Blog for 3 weeks “Phase One Posting”

- i. KPU Employees and Students can comment on the rationale.

f-g. The Policy Developer will respond to comment on the Policy Blog.

g-h. Following the conclusion of the Phase One 3 week posting, the Policy Developer will summarize the feedback received on the Policy Blog and make a recommendation to the Policy Sponsor on the elimination of the Policy.

h-i. Following approval from the Policy Sponsor, the draft is submitted to the Polytechnic University Executive (PUE) for advice.

i-j. Following advice from the PUE, the draft is submitted to the appropriate governing committees for advice based on the draft’s Policy Classification (see Section X).

j-k. Following advice from the governing committees, if required, the draft is submitted to the final approving jurisdiction (President, Board of Governors, Senate) based on its Policy Classification.

k-l. Following approval from the President, Senate or Board of Governors, the elimination is deemed final and the Policy and Procedure removed from the KPU website.

l-m. Policy Sponsors are required to ensure the Policy Elimination is implemented into KPU Practice and that individuals and departments are provided with training and awareness as needed and/or requested.

#### **10. Public Posting/Blog**

- a. The Policy Blog will be on hiatus in July and August. Policies and Procedures posted during July and August will not have that time counted towards their 3 week postings.
- b. Policies and Procedures are posted in 3 week segments:
  - i. 3 weeks means 15 working days, not including weekends, statutory holidays or other times KPU is officially closed.
- c. In the case of unexpected campus closures due to incidents including but not limited to: power outage, inclement weather or other unforeseen circumstances, the Policy Coordination Team will work with the Policy Sponsors to determine if the closure merits extending the KPU Policy Blog posting period of Policies and Procedures. Typically, closures less than 8 hours will not merit an extension.

#### **11. Role of the Board of Governors, Senate, PUE and governing Committees**

- a. KPU Policies will be assigned a jurisdiction per Section 2 of this Procedure.
- b. **Approval versus Advice**
  - i. If the *University Act* requires that the Board of Governors or Senate approve a KPU Policy, then the governing body must approve the draft Policy for it to be deemed final and posted on the KPU Website.
  - ii. If the *University Act* requires that the Board of Governors or Senate provide advice on a KPU Policy, then that advice must be sought, received and

considered before the Policy can be approved, deemed final and posted on the KPU Website.

**c. Role of Governing Committees and PUE**

- i. KPU Policies that are classified under the Board of Governors for approval or advice, will be reviewed by the Board Governance Committee and other Board Committees if appropriate.
- ii. KPU Policies that are classified under the Senate for approval or advice, will be reviewed by the Senate Standing Committee on Policy Review and other Senate Committees if appropriate.
- iii. All KPU Policies will be submitted to PUE for advice.
- iv. All governing committees are reviewing draft Procedures for the purpose of providing advice to Senate or the Board of Governors.
  - 1) Drafts can proceed to the Board of Governors and/or Senate for approval, even if one or more governing committees are not supportive of the draft.
  - 2) The decision to move a draft forward against the advice of a governing committee or PUE will be made by the Policy Developer in consultation with the Policy Sponsor.

**d. Policy Classification Dispute**

- i. KPU Policies will be classified per Section 2 of this Procedure.
- ii. The Policy Classification will be included on all posts on the KPU Policy Blog.
- iii. Members of the KPU Community can raise questions or concerns regarding a Policy Classification by: posting on the KPU Policy Blog, contacting the Policy Developer and/or contacting the Policy Coordination Team.
- iv. The Policy Coordination Team may seek advice from the Office of General Counsel on Policy Classifications.
- v. If a concern persists regarding a Policy Classification, the following steps may be taken by a member of the KPU Community in concert with the Policy Coordination Team:
  - 1) Written rationale for the Policy Classification, including the proposed alternate classification, link to the *University Act*, explanation given by the Policy Developer for current Classification and any advice from the Office of General Counsel sought.
  - 2) The written rationale is provided to the Chair of the Senate Standing Committee on Policy Review and/or the Chair of the Board Governance committee if the existing and/or proposed Classification includes the Senate and/or Board of Governors.
  - 3) The Chair reviews the rationale for merit and, if in agreement, brings the discussion forward to the next scheduled governance meeting.

- 4) The Committee(s) will review the rationale and either confirm the current Policy Classification or approve a recommendation to change the Policy Classification to the Board of Governors and/or Senate.
- 5) The final decision on a Policy Classification will rest with Senate and the Board of Governors.

## **12. Policy and Procedure Review**

- a. Policies and Procedures are reviewed regularly, at least every 4 years, to ensure they continue to be relevant, accurate and current.
- b. The review will be coordinated through the Office of Policy Coordination, which will provide notice to the Policy Sponsor six months before the 4-year review deadline approaches.
- c. The Policy Sponsor will have six months (until the review deadline) to provide a response to the Policy Coordination Team inclusive of:
  - i. A review of new data, all applicable law, KPU Policy changes, KPU organizational changes, and any other applicable information.
  - ii. A determination of whether changes are required to the Policy or Procedures
- d. The Policy Sponsor may assign a Policy Developer to complete the review.
- e. If the Policy or Procedure is deemed current, the Effective Date will be updated and the review logged by the Policy Coordination Team.
- f. If the Policy or Procedure is deemed to need updating, the Policy Sponsor will assign a Policy Developer if they have not already done so.
- g. The Policy Developer will have 3 months following the review deadline to submit to the Policy Coordination Team:
  - i. Formal request for Policy or Procedure Review.
  - ii. Rationale for Review which will be included on the Policy Blog.
  - iii. List of consultations to be included on the Policy Blog.
  - iv. Contact information for the Policy Developer to be included on the Policy Blog.
- h. Following the formal request for review, the Policy Developer will follow the appropriate review steps as outlined in this Procedure.
- i. The Policy Coordination Team will post a schedule of Policy and Procedure reviews on the KPU website, which will indicate the status of the review and contact information for the Policy Developer.
- j. The President will report annually to the Board of Governors and the Senate on University Policies developed and reviewed during the year and the action taken or recommended.

## **13. Appendices**

- a. Appendices, including flow charts, diagrams or other data, should only be included if needed to assist the reader and if they are specifically mentioned in the Policy or Procedure.
- b. Appendices, which are approved with a Procedure and posted with the Procedure on the KPU Policy Website, will be subject to the same development requirements as outlined in GV2 Policy and Procedure.
- c. Materials that are referenced by name or URL in a KPU Policy or Procedure but are not included on the KPU Policy Website (i.e. external websites, reports or data) may be updated in accordance with the Clerical Changes section of this Procedure.

## **C. RELATED POLICY**

Refer to Policy GV2 *Protocol for the Development of University Policies*

## **D. Appendices**

Flowcharts (new, amendment, elimination)  
Policy template  
Procedure template

## Developing a New KPU Policy and/or Procedure

1. Policy Coordination Office receives request for New KPU Policy and:
  - a. Identifies Policy Jurisdiction and Policy Sponsor
2. Policy Sponsor reviews request for merit (if no merit, request is logged by Policy Coordination Office)
3. Policy Sponsor assigns Policy Developer.
4. Policy Developer prepares the following to be posted on the KPU Policy Blog:
  - Rationale for the Policy and/or Procedure development
  - Proposed scope and content of the Policy and/or Procedure, including proposed Jurisdiction
  - List of proposed consultations with individuals and groups
  - Contact information for consultation requests

5. Policy proposal with above information is posted on Policy Blog for 3 weeks “Phase One”
6. KPU Employees and Students provide feedback and/or opt into consultations
7. Information note is sent to SSC Policy and Board Governance
8. Policy Developer responds to feedback on blog

9. Policy Developer conducts consultations and research while drafting Policy
10. Office of General Counsel, Privacy, Risk and PUE are consulted for review and advice

11. Draft Policy is posted on Policy Blog for 3 weeks “Phase Two”
12. KPU Employees and Students provide feedback
13. Policy Developer responds to feedback on blog and makes appropriate changes to draft

14. Policy Developer submits draft for approval to Policy Sponsor.
15. Policy Developer submits draft for advice from PUE.

If Senate approval or advice required:  
(order of committee consultations can be concurrent or successive, as deemed appropriate by Vice Chair of Senate)

If Board approval or advice required:  
(order of committee consultations can be concurrent or successive, as deemed appropriate by University Secretary)

Senate Standing Committee on Policy Review

Other Senate Standing Committees deemed appropriate

Board Governance Committee

Board Finance, Board Audit, Board Human Resources, if appropriate

If Substantive Changes made

Draft submitted to President for approval

Draft submitted to Senate for advice or approval, if required

Draft submitted to Board of Governors for advice or approval, if required

Approved Policy posted on KPU Website

Policies under the President's Jurisdiction do not go to Senate or Board committees

## Amending a KPU Policy

1. Policy Coordination Office receives request to amend KPU Policy.
2. Policy Coordination Office submits request to Policy Sponsor
3. Policy Sponsor determines if changes are significant (see Flowchart B)
4. Policy Sponsor identifies Policy Developer.
5. The Policy Developer prepares the following to be posted on the KPU Policy Blog:
  - Rationale for the Policy amendment
  - Policy Jurisdiction, noting if a change is being proposed
  - Proposed scope and content of the Policy amendment
  - List of proposed consultations with individuals and groups
    - Contact information for consultation requests

6. Policy proposal with above information is posted on Policy Blog for 3 weeks "Phase 1"
7. KPU Employees and Students provide feedback and/or opt into consultations
8. Information note is sent to SSC Policy and Board Governance committee
9. Policy Developer responds to feedback on blog

10. Policy Developer conducts consultations and research while amending Policy
11. Office of General Counsel, Privacy, Risk and PUE are consulted for review and advice

12. Draft Policy is posted on Policy Blog for 3 weeks "Phase 2"
13. KPU Employees and Students provide feedback
14. Policy Developer responds to feedback on blog and makes appropriate changes to draft

15. Policy Developer submits draft for approval to Policy Sponsor.
16. Policy Developer submits draft for advice from PUE.

If Senate approval or advice required:  
(order of committee consultations can be concurrent or successive, as deemed appropriate by Vice Chair of Senate)

Senate Standing Committee on Policy Review

Other Senate Standing Committees deemed appropriate

If Board approval or advice required:  
(order of committee consultations can be concurrent or successive, as deemed appropriate by University Secretary)

Board Governance Committee

Board Finance, Board Audit, Board Human Resources, if appropriate

If Substantive Changes made

Draft submitted to President for approval

Draft submitted to Senate for advice or approval, if required

Draft submitted to Board of Governors for advice or approval, if required

Approved Policy posted on KPU Website

Policies under the President's Jurisdiction do not go to Senate or Board committees

### Amending a KPU Procedure

1. Policy Coordination Office receives request to amend KPU Procedure
2. Policy Coordination Office submits request to Policy Sponsor
3. Policy Sponsor determines if changes are significant (see Flowchart B)
4. Policy Sponsor identifies Policy Developer

Policy Developer:

5. Conducts consultations and research
6. Revises draft Procedure
7. Submits revised draft to Policy Sponsor for approval to post on KPU Policy Blog for 3 weeks "Phase 1"

8. The Policy Developer prepares the following to be posted on the KPU Policy Blog:
  - Rationale for the Procedure amendment
  - Summary of changes that have been made
  - Contact information for consultation requests
9. Policy proposal with above information is posted on Policy Blog for 3 weeks "Phase 1"
10. KPU Employees and Students provide feedback and/or opt into consultations

11. Policy Developer responds to feedback on KPU Policy Blog.
12. In consultation with the Policy Coordination Office, determines whether the draft can proceed to approval or if further consultations are needed.
13. If further consultations are needed and significant changes to the draft made as a result, then the revised draft will be posted for an additional 3 weeks.

If Substantive  
Changes made

14. Policy Developer submits draft to PUE for advice
15. Policy Developer submits draft to Policy Sponsor for approval.

Approved Procedure posted on KPU Website

### Eliminating a KPU Policy and Procedure

1. Policy Coordination Office receives request to eliminate KPU Policy and Procedure
2. Policy Coordination Office submits request to Policy Sponsor
3. Policy Sponsor reviews request for merit
4. Policy Sponsor identifies Policy Developer

5. The Policy Developer prepares the following to be posted on the KPU Policy Blog:
  - Rationale for the Policy Elimination
  - Proposed impact and mitigating strategy following the Policy elimination
  - Contact information for Policy Developer
6. Policy rationale with above information is posted on Policy Blog for 3 weeks "Phase 1"
7. KPU Employees and Students provide feedback

Policy Developer:

8. Responds to comments on the blog
9. Summarizes feedback and makes a recommendation to Policy Sponsor

10. Policy Developer submits recommendation on elimination for approval to Policy Sponsor.

11. Policy Developer submits recommendation on elimination for advice from PUE

If Senate approval or advice required:  
(order of committee consultations can be concurrent or successive, as deemed appropriate by Vice Chair of Senate)

If Board approval or advice required:  
(order of committee consultations can be concurrent or successive, as deemed appropriate by University Secretary)

Senate Standing  
Committee on  
Policy Review

Other Senate  
Standing  
Committees  
deemed  
appropriate

Board  
Governance  
Committee

Board Finance,  
Board Audit, Board  
Human Resources,  
if appropriate

Recommendation submitted to President for approval

Recommendation submitted to Senate for advice or approval, if required

Recommendation submitted to Board of Governors for advice or approval, if

Policy and Procedure is removed from KPU Website

## **Flowchart B: Determining if Changes are Significant or Clerical**

### **Substantive Change:**

A significant modification or expansion of the nature and scope of a Policy and/or Procedure.

### **Clerical Change:**

A change that does not alter the scope or nature of a Policy or Procedure. Such changes typically include, nomenclature changes, the correction of typographical errors and language clarifications that do not alter requirements or responsibilities or updates to external links, titles or references. This includes changes to the Policy Sponsor or classification due to organizational changes.

1. Policy Coordination Office receives request to amend KPU Policy or Procedure.
2. Policy Coordination Office submits request to Policy Sponsor
3. The Policy Sponsor reviews the proposed changes in line with the definitions of Substantive and Clerical and makes a determination.

### **Clerical Changes**

- a. The Policy Developer determines the full list of Clerical changes required for the KPU Policy and submits it to the Policy Sponsor.
- b. If the Policy Sponsor approves the changes, they are submitted to the Policy Coordination Team, which will update the Policy documents and website accordingly.
- c. The Policy Coordination Team will include the changes in the annual report to SSC Policy and Board Governance committee.

# GV2 PROTOCOL FOR THE DEVELOPMENT OF UNIVERSITY POLICIES

## Rationale

[Policy GV2 Protocol for the Development of University Policies](#) and related [Procedure](#) (effective April 2013) have been reviewed and it was determined that a revision is required to provide the University with a policy development, consultation and approval process that is clearer, more consultative, transparent and robust.

## Proposed Changes

The following outlines the proposed changes in draft *GV2 Protocol for the Development of University Policies* Policy and Procedure:

- Definitions added to Procedures
- Policy Classification reduced to 3 categories
- Academic/Administrative distinction eliminated
- Policy Sponsors reduced to just President, Vice Presidents and CFO
- Public Posting: Separated into two, 3-week postings
- Opportunity to “opt-in” to consultations early in process

## Consultation

The following members of the University community have been consulted in advance of the 6-week public posting period from April 2020 – November 2021:

- Polytechnic University Executive (PUE)
- Faculty Councils
- Senate Office
- Senate Standing Committee on Policy
- Associate Vice President for Research, Innovation, and Graduate Studies
- Special Assistant to the Provost on Policy and Academic Affairs
- Antiracism Task Force
- The President’s Diversity and Equity Committee (PDEC)

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Comments are welcomed during this 6-week public posting period, and will close on **February 14, 2022 at 11:59pm PST**. The Policy Developer will review all comments and provide responses on this post.

## >> PROBLEM SUBMITTING COMMENTS?

If you experience technical difficulties in submitting your comments, please send comments directly to Josephine Chan ([Josephine.Chan@kpu.ca](mailto:Josephine.Chan@kpu.ca)) who can post on your behalf.

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Search ...

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## RECENT POSTS

[AC13 Minimum Qualifications for Faculty Members](#)

[SR4 Workplace Hazardous Material Information System \(WHMIS\)](#)

[HR17 Provision of References / HR17a – Consent for Release of Student Information](#)

[HR13 Support Staff Recruitment](#)

[HR12 Recruitment/Non-Posted Auxiliary Support Staff \(less than 30 calendar days\)](#)

## RECENT COMMENTS

Josephine Chan on [GV2 Protocol for the Development of University Policies](#)

Josephine Chan on [GV2 Protocol for the Development of University Policies](#)

## Attachments

1. [Draft Policy GV2 Protocol for the Development of University Policies](#)
2. [Draft Procedure GV2 Protocol for the Development of University Policies](#)
3. [GV2 New Policy Development Flowchart](#)
4. [GV2 Amended Policy Development Flowchart](#)
5. [GV2 Amended Procedure Development Flowchart](#)
6. [GV2 Policy Elimination Flowchart](#)
7. [GV2 Significant Changes Flowchart](#)
8. [GV2 Policy Development and Approval Timeline](#)

Posted in [Board](#), [Senate](#) and tagged [Administration](#), [Board](#), [Policy Protocol](#), [Senate](#) on January 4, 2022 by [Josephine Chan](#). > [Edit](#)

← [FM4 FEES FOR A CO-OPERATIVE WORK TERM/SEMESTER](#)

[AR2 ADMISSION \(PROCEDURE\)](#) →

## 5 COMMENTS



**Betty**

February 14, 2022 at 2:10 pm > [Edit](#)

From Betty Cunnin on behalf of the KFA:

Comments on GV2 Proposed Policy

Proposed change to language under #5 to strengthen the Scope of Limits (and from HR 21)

- Any provisions in this Policy or related Procedures should not be interpreted, administered or applied in any manner which contravenes statutory rights or obligations, or any existing rights or obligations arising out of any collective agreement.

Comments on GV 2 Proposed Procedures:

Definitions # 13. University Community:

- Suggest strike 'professors' as is redundant since academics are listed, and add 'faculty' to remove any complications of interpretations of faculty rank.

Comments on Procedures for Policy Sponsors:

Suggested the following addition which is in alignment with the Principles of openness and consultation, and codifies the intent to harmonize the policy with Collective Agreements.

- The Policy developer will notify the Unions of the intention to introduce a new Policy or Policy change and the parties shall meet in advance of posting proposals to the Policy Blog to endeavor to reach agreement that the proposed policy and/or procedure is in harmony with the Collective Agreements.

Under Procedures for determining Classification and Jurisdiction (Sections B. 2, 11).

In section 2, it is unclear who determines Jurisdiction. Later in Procedure B. 6, it is implied that the Policy Developer decides/proposes the Policy jurisdiction, which gets posted on the Policy Blog. If someone disagrees with the Policy's classification, section 11 (d)'s Policy Classification Dispute mechanism can be initiated. The dispute's merit is

[Josephine Chan on AC13 Minimum Qualifications for Faculty Members](#)

[Fiona on AR2 Admission \(Procedure\)](#)

[Josephine Chan on AR2 Admission \(Procedure\)](#)

## ARCHIVES

[February 2022](#)

[January 2022](#)

[December 2021](#)

[October 2021](#)

[August 2021](#)

[May 2021](#)

[March 2021](#)

[February 2021](#)

[January 2021](#)

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[March 2016](#)

[February 2016](#)

unilaterally decided by either the Chair of the Senate Standing Committee on Policy Review or the Chair of the Board Governance committee.

- Since the Policy is initially approved by a committee, a decision of this importance should not rest with one person, and should go to a committee to decide.
- A record of all Policy Classification Disputes, either rejected or approved, must be made public to all university members, including faculty and students.

A second issue with determining Classification and Jurisdiction occurs during the determination of any Clerical vs Substantive changes to Policy or Procedures. The Policy Sponsors alone determine whether a Policy or Procedure change is Clerical or Substantive (Flowchart B and within the Procedures). Clerical changes can include “changes to the Policy Sponsor or classification due to organizational changes.” This gives the President, Vice Presidents, and Chief Financial Officer the unilateral decision-making power to change a classification/jurisdiction of a Policy as a clerical change. Once this decision is made, the change is posted on KPU’s website. Procedure B 1. (a) explains that “the publicly posted online version will be deemed the official Policy and/or Procedure.”

While there are occasionally minor language/clerical edits that might be needed, language changes which might appear clerical can have significant impact on the interpretation of a Policy/Procedure and such changes ought to be presented to either the Senate Standing Committee on Policy Review or the Board Governance committee for approval prior to the changes taking effect. If the changes are in fact minor clerical changes, such a delay for approval will have limited impact, while under the proposed procedures such unilateral changes of language might have major impact and would not be known to the University Community for up to on year, or until such a time the interpretation and implementation of the change reveal a conflict in practice.

Changing the classification of a Policy or Procedure is may not simply be a Clerical change. It is a potentially substantive change, resulting from an organizational change. This classification decision changes the governing oversight of the Policy/Procedures, whether Board of Governors, Senate, or Office of the President.

- All changes to Policies and Procedures, whether Clerical or Substantive, should be approved through a formal process decided by a committee. No university member should be allowed the unilateral decision-making power to change any Policy or Procedure without oversight.
- All changes, Clerical or Substantive, for all Policy and Procedures, must be logged and a record made public to all university members, including faculty and students. In this current version, in Flowchart B: “c. The Policy Coordination Team will include the changes in the annual report to SSC Policy and Board Governance committee.” Logging Clerical changes once annually is not sufficient, especially when Clerical changes may include Substantive changes such as classification determinations.

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Josephine Chan

February 25, 2022 at 11:48 am › Edit

*Posted on behalf of Keri van Gerven, Policy Developer:*

Thank you for your comments Betty.

1. Scope language will be amended to include statutory rights or obligations.

2. Definition of University Community will be amended from “professors” to “faculty”

[January 2016](#)

[September 2015](#)

[June 2015](#)

[May 2015](#)

[March 2015](#)

[December 2014](#)

[November 2014](#)

[October 2014](#)

[September 2014](#)

[June 2014](#)

[March 2014](#)

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3. We have added a note that Policy Developers must consult with Labour Relations to ensure that new policy language is in alignment with existing CA language.

4. The Policy Coordination Team provides the initial determination of a policy's jurisdiction. The Chair of a governing committee always reviews items for merit and alignment with a committee's mandate before accepting them onto an agenda. The decision on the jurisdiction with rest with the full committee which will recommend up to the Senate and/or Board of Governors for final approval.

5. The list of policy classification disputes can be added to the annual report that will be prepared by the Policy Coordination Team.

6. Clerical changes have been defined in the procedures as: A change that does not alter the scope or nature of a Policy or Procedure. Such changes typically include, nomenclature changes, the correction of typographical errors and language clarifications that do not alter requirements or responsibilities or updates to external links, titles or references. This includes changes to the Policy Sponsor or classification due to organizational changes.

Not allowing Clerical changes to be made on a regular basis causes KPU's policies to become out of date and confusing to readers. Broken links and incorrect titles are difficult for members of the community to navigate. Clerical changes allow for changes to Policy sponsors – not jurisdiction (i.e. approved by the Board/Senate/President). The latter would be substantive. The former, a Policy Sponsor, is the administrator responsible for ensuring that a policy is being enforced and updated per the required timeframe.

7. We will consider changing the timing of the annual report to twice per year.

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Trina

February 8, 2022 at 2:50 pm › Edit

Can BCGEU be added as a member of the community who is consulted?

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Josephine Chan

February 25, 2022 at 11:46 am › Edit

***Posted on behalf of Keri van Gerven, Policy Developer:***

All KPU Policy Development (creation/revision/elimination) will go through a public posting period on the KPU Blog. During the proposed Phase 1 posting period, all employees are invited to see the proposed policy development, and opt-into consultations. Policy Developers will add any individual or group who opts into consultations into their development process.

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Shelly

February 3, 2022 at 3:46 pm › Edit

From KPU Privacy:

KPU Privacy would like to be consulted on policy, in case the policy impacts the management of personal information. As not every policy developer may understand what personal information is, it would be prudent to have KPU Privacy consultation to address KPU's obligations under the Freedom of Information and Protection Privacy Act of BC.

Comments on GV2 Procedure:

Suggest following section 4(e), insert new (f)

The Policy Developer will consult with KPU Privacy in the development of Policy and Procedure.

Suggest following section 6(i), insert new (j):

The Policy Developer will consult with KPU Privacy for review and advice on the draft being developed

i. KPU Privacy will provide recommendations if warranted

Suggest amending section 7(h) as follows:

h. The Policy Developer will conduct research, including but not limited to: All Applicable Law, best practices, Collective Agreements and other relevant information and data.

i. The Policy Developer will connect with the Office of General Counsel, including KPU Privacy, and Risk for review and advice on the draft being developed;

1) General Counsel will determine if a review by external counsel is warranted due to subject matter expertise.

Section 9: Suggest adding a step between 9(c) and (d) for consultation with Privacy prior to elimination to ensure privacy protections are not negatively impacted.

Policy Development and Approval Timeline:

Add Privacy to the bulleted list under "consult with members of the University community".

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COMMENTS ARE CLOSED.

PROUDLY POWERED BY WORDPRESS · THEME: SUITS BY THEME WEAVER

**Policy Sponsor:** President  
**Approving Jurisdiction:** Board, with Senate's advice  
**Policy Developers:** Keri van Gerven, University Secretary

Step(s)	Action(s)	Date(s)	Submission Deadline
1.	Solicit feedback from members of KPU community on draft policy and procedure. Finalize draft policy and procedure. <ul style="list-style-type: none"> <li>Review best practices, draft Policy and Procedures, consult with members of the University community.</li> <li>Provost &amp; AVP Academic</li> <li>Deans Council</li> <li>Faculty Councils</li> <li>KSA</li> </ul>	2020-2021	
2.	President (Sponsor)	For approval to proceed to PUE.	November 30, 2021
3.	PUE	For approval to proceed to public posting.	December 8, 2021 <i>December 3, 2021</i>
4.	KPU Policy Blog (6-week public posting)	6-week public posting period on KPU Policy Blog. <ul style="list-style-type: none"> <li>SSC Policy</li> </ul>	January 4 – February 14, 2022 January 5, 2022 <i>December 10, 2021</i>
5.	Finalize draft policy and procedure.	Respond to blog comment(s), if any. Finalize draft Policy and Procedure and incorporate feedback where appropriate.	February 15 – February 18, 2022
6.	President (Sponsor)	For approval to proceed to PUE.	February 12 – February 24, 2022
7.	PUE	For approval to proceed to final approval process.	March 2, 2022 <i>February 25, 2022</i>
8.	Final Approval (Senate)	<ul style="list-style-type: none"> <li>SSC Policy</li> <li><b>Senate</b> (for recommendation to the Board for approval)</li> </ul>	March 30, 2022 <b>April 25, 2022</b> <i>March 21, 2022</i> <i>April 15, 2022</i>
9.	Final Approval (Board)	<ul style="list-style-type: none"> <li>Board Governance Committee</li> <li><b>Board of Governors</b></li> </ul>	May 11, 2022 May 25, 2022 <i>April 29, 2022</i> <i>May 13, 2022</i>

## BOARD OF GOVERNORS - REGULAR MEETING

**Agenda Item: #7.3**

**Meeting Date:** May 25, 2022

**Presenter(s):** Keri van Gerven

### Agenda Item      Amendment to Section 9: Individual Board Member Position Description and Code of Conduct

Action Requested	Motion
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<b>Recommended Resolution</b>	<b>THAT the Board of Governors approve the proposed amendments to the Board Governance Manual Section 9: Individual Board Member Position Description and Code of Conduct as recommended by the Board Governance Committee.</b>
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**Committee Report**      At its meeting on May 11, 2022, the Board Governance Committee recommended that the Board of Governors approve the proposed amendments to the Board Governance Manual Section 9: Individual Board Member Position Description and Code of Conduct.

**Context & Background**      In accordance with the Board Governance Committee Terms of Reference, the committee annually reviews and ensures the adequacy of KPU's Code of Conduct for Board Members.

Section 9 – Individual Board Member Position Description and Code of Conduct in the Board Governance Manual (the “Manual”) outlines the duties and responsibilities of individual Board members and the expectations for how those duties and responsibilities are discharged. It is also the Code of Conduct for all Board members and sets out the standards of conduct each Board Member must adhere to. It also outlines the complaints procedures for breaches of the Code of Conduct.

**Key Messages**

- The proposed changes are highlighted and is being recommended by the Office of the General Counsel.**
- The Committee Operating Guidelines state that Governance Committee reviews KPU's Board Member position description and code on conduct every two years or as required to ensure adequacy.
- All new Board members sign the Code of Conduct Declaration prior to the commencement of his or her term of office. By signing the declaration new Board members declare that they have read and understand the Individual Board Member Position Description and

Code of Conduct and agree to comply with all of the terms of the Code, including the conflict of interest provisions in the Manual.

<b>Consultations</b>	Office of General Counsel
<b>Attachments</b>	1. Section 9: Individual Board Member Position Description & Code of Conduct
<b>Submitted by</b>	Ranminder Kaur, Confidential Assistant to the Board of Governors
<b>Date submitted</b>	May 13, 2022

## 9. INDIVIDUAL BOARD MEMBER POSITION DESCRIPTION AND CODE OF CONDUCT

### Introduction

The Board has developed this Position Description to outline the duties and responsibilities of individual Board Members and its expectations for how those duties and responsibilities are discharged. The duties and responsibilities of the Board as a whole are set out in the Board Terms of Reference.

This position description is also the Code of Conduct for all Board Members, including the Board Chair and Vice Chair.

### Standards of Conduct

In discharging his or her responsibilities, each Board Member must:

- a) act honestly, in good faith and in the best interests of KPU; and
- b) exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.

In keeping with these responsibilities, a Board Member is required to:

- a) acknowledge, by signing the Minister's Annual Mandate Letter, the Taxpayer Accountability Principles as set out in Appendix "G", and to take those principles into account when exercising their duties;
- b) act in the best interests of KPU as a whole and not in his or her self-interest, nor in the interest of a particular group or constituency;<sup>1</sup>
- c) comply with Board by-laws and policies, including the Board Governance Manual and this Code of Conduct<sup>2</sup> for Board Members;
- d) comply with all applicable law, including the *University Act* and regulations made under the *University Act*, and with KPU Bylaws and policies;
- e) make full and timely disclosure of any conflicts of interest in accordance with procedures set out in this Manual in order to protect the integrity of KPU;
- f) keep confidential information confidential, including all information associated with In Camera meetings and Closed Meetings. The duty to maintain information in confidence continues after a Board member ceases to be a Board Member;

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<sup>1</sup> *University Act*, s. 19.1.

<sup>2</sup> Appendix "I.2" Code of Conduct Declaration

- g) ensure that all records showing discussion pertaining to Board decisions are forwarded to the University Secretary if the University Secretary is not included in the discussion; and
- h) to regularly delete or destroy any copies of KPU records that the Board Member generates, collects, or receives, that the Board Member is not required to retain for a specific legal purpose. Board Members will confirm that KPU has a copy of any records supporting a Board decision if the Board Member is not certain before deleting or destroying KPU records.

## **Complaints Procedure For Breaches of the Code of Conduct**

### **Principles**

All Board Members are expected and required to conduct themselves in accordance with the Individual Board Member Description and Code of Conduct (“Code”) contained in this Board Manual.

The Board of Governors is committed to maintaining an atmosphere in which the Board can receive and address in good faith all complaints regarding violations or perceived violations of the Code.

The Board is responsible for ensuring that any Board Member who, in good faith, has made a disclosure of a breach or potential breach of this Code does not suffer any adverse consequences as a result.

Since allegation of impropriety may result in serious personal repercussions for the subject of the complaint as well as for other parties including the institution itself, the Board Member making the allegation of impropriety should have reasonable and probable grounds before making a complaint and should undertake such reporting in good faith, in the best interests of KPU, and not for personal gain or motivation

### **Process**

Complaints cannot be made anonymously.

The privacy of an individual who makes a complaint in respect of this Code (“Complainant”) will be respected as much as is possible in the circumstances.

All complaints received from Board Members in respect of the Code shall be referred to the Chair of the Governance Committee, other than complaints with respect to the Board Chair.

All complaints received from Board Members in respect of the Code that relate to the Board Chair shall be referred to the Vice Chair.

Upon receipt of a complaint, the Chair of the Governance Committee (or the Vice Chair, as applicable) shall conduct such investigation as he or she considers appropriate. This will include interviewing both the Complainant, and the person about whom the complaint was made.

The person conducting the investigation will ensure any documentation obtained or generated as part of the investigation is retained in a secure location.

The Chair of the Governance Committee (or the Vice Chair, as applicable) will report the results of the investigation to the Board.

### **Retaliation Prohibited**

The Board prohibits discrimination, harassment or retaliation against anyone who provides information or otherwise assists in an investigation or proceeding regarding an alleged breach of the Code.

A Complainant who legitimately, and in good faith, makes a complaint regarding a breach or perceived breach of the Code shall not, as a result of those activities, be discriminated, harassed or retaliated against in relation to the terms or conditions of their membership on the Board.

Any Board Member who retaliates against a Complainant is subject to discipline up to and including recommendation of termination of that person's Board Membership.

### **Frivolous or Vexatious Complaints**

In the event that an investigation reveals that a complaint was made frivolously or undertaken for improper motives or in bad faith or without a reasonable basis, as determined by the Board, appropriate disciplinary action may be taken against the Complainant.

### **Punitive Action for Breaches**

Should the Chair of the Governance Committee (or the Vice Chair, as applicable) conclude that a Board Member has contravened any provision of the Code, the Board has the power (on a vote of at least a two-thirds majority of the Board) to impose punitive action, including one or more of the following:

- a) issue a letter of reprimand;
- b) pass a resolution providing the Lieutenant Governor in Council with the authority to remove a Board Member from the Board for cause.<sup>3</sup>
- c) Request that the board member resign.

### **Processing an Appeal to a Punitive Action for Breach of the Code**

If a Board Member rejects the decision of the Board, he or she may appeal to the Board by way of a written submission.

The appeal must be requested within five business days of the imposition of the penalty. The penalty will remain imposed until such time as the Board hears the appeal. The Board

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<sup>3</sup> *University Act*, s. 22(1.1).

will make every effort to hear the appeal by way of reviewing the written submission within one month of its imposition and to issue its decision promptly.

On hearing the appeal, the Board may allow whatever evidence it considers appropriate, without regard to the rules of evidence.

After hearing the appeal, the Board may allow the appeal, or confirm its original decision. The Board will advise the Board Member of its decision, in writing.

### **Confidentiality**

All disclosures will be kept confidential unless the matter disclosed constitutes an actual or potential threat of serious harm to KPU, its students or employees or to the general public.

### **Relationship with Senior Leadership and Staff**

Each Board Member should be available as a resource to Senior Leadership, acting as a sounding board or providing advice as required.

Board Members may direct questions or concerns through Board and Committee meetings, or through the Board Chair to the President.

Board Members must respect the organizational structure of KPU. The Board acts collectively and no Board Member has the authority to direct any employee of KPU except the University Secretary or designate with regard to Board business.

### **Public Statements**

The President is the primary spokesperson for KPU and the Board Chair is the primary spokesperson for the Board.

The Board speaks with one voice; although each Board Member has an important role as an ambassador of KPU, no Member may speak on behalf of KPU (e.g., to government or the media) in his or her capacity as an individual Board Member unless specifically asked or authorized to do so by the Board Chair.

Board Members are expected to avoid speaking against or undermining any decision of the Board, regardless of whether the Board member agrees with or voted for that decision.

### **Community Engagement**

Board Members are expected to engage with KPU's communities and stakeholders, and have typically welcomed the opportunity to do so.

Board Members shall participate in, and act as official representatives of KPU at certain events organized by the Board or KPU (such as Board-hosted receptions, awards ceremonies, and Convocations).

Board Members are valuable ambassadors of KPU who are well positioned to establish and foster strong relationships through two-way dialogue with community members and partners. Each Board Member is expected to listen to community members and partners and to share with them KPU's unique mandate, mission, and character as a Polytechnic University.

Board Members are free to attend municipal, regional, provincial and federal political fundraising events as valuable ambassadors of KPU or in their own personal or professional capacities but will not be eligible for reimbursement by KPU for expenses incurred with respect to such events or for other partisan or political purposes.

### **Informed Decision Making**

Board Members must devote the necessary time and attention to be able to make informed decisions on issues that come before the Board. While Senior Leadership will provide Board Members with the information that Senior Leadership thinks Board Members need in order to discharge their responsibilities, Board Members have a responsibility to review all meeting material and information provided and request any additional information they think necessary to make an informed decision. Requests for information are directed through the Board Chair.

Board Members are expected to be knowledgeable about KPU's mandate, goals and objectives, and operations.

### **Legal Compliance**

Board Members are expected to be aware of and to comply with all applicable law and any other contractual or legal obligations that affect how they carry out their duties and how the University conducts business.

### **Board Activity**

During meetings, a Board Member is expected to exemplify the expectations and standards of conduct outlined in this Code, including but not limited to:

- a) be prepared and well-informed on relevant issues (through pre-read materials or otherwise);
- b) bring his or her own experience, wisdom, judgment and influence to bear constructively on issues;
- c) interact with fellow Board Members, management and guests in a respectful, courteous and constructive manner;
- d) speak and act independently while remaining collaborative;
- e) express opinions in a clear and respectful manner;
- f) express points of view for the Board's consideration even if they may seem contrary to other opinions previously expressed;

- g) ask probing questions when appropriate;
- h) listen to, and exercise tolerance for, others' perspectives;
- i) be adaptable, flexible and open-minded in the consideration and implementation of change;
- j) exercise a logical, rational approach to problem solving;
- k) analyze issues from many perspectives, considering the impact of decisions on KPU's internal and external environments (e.g., students, faculty, employees, stakeholders, Government, community);
- l) be innovative and resourceful in developing solutions;
- m) whenever possible, advise the Board Chair and President in advance of introducing significant and previously unknown information;
- n) focus inquiries on issues related to strategy, policy, implementation and results rather than issues relating to the day to day management of KPU; and
- o) once Board decisions are made, support those decisions in a positive manner.

Between meetings, each Board Member should communicate with the Board Chair and President as necessary and appropriate.

In carrying out his or her responsibilities, each Board Member is expected to be actively engaged in and add value to the Board's work. Those Board Members who have particular areas of expertise are expected to use their unique skills and experience to the benefit of the Board, for example by contributing to discussions on topics within their area of expertise.

### **Board Members Elected by Constituencies**

A Board Member elected by a constituency group is not a delegate or representative of that group. Although the Elected Member can express and take into account that constituency's interests and concerns, each Member has a duty to act in the best interests of KPU.<sup>4</sup>

### **Attendance**

Board Members are expected to maintain an excellent Board and Committee meeting attendance record. Pursuant to the *University Act*, unless excused by Board resolution, a Board Member who has not attended at least half of the regular meetings of the Board in any year is no longer a Board Member.<sup>5</sup>

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<sup>4</sup> *University Act*, s. 19.1.

<sup>5</sup> *University Act* s.22(2).

Board Members should strive to attend meetings in person, but with the prior consent of the Chair, may participate in a Board or Committee meeting by telephone or other communication device that permits all participants to hear each other, and is not required to be physically present to be counted as part of the quorum. Prior notice must be given to the University Secretary if a Board Member is not attending a meeting in person.

### **Confidentiality of Board Information**

Board confidentiality is essential to ensure that full and frank discussion of issues deemed as confidential may take place in an atmosphere free from the risk of inappropriate disclosure. All information shared by Board Members and those presenting information to the Board shall be treated with utmost confidentiality, except when it is clearly understood that the information is in the public domain. Board Members may only disclose confidential information to external third parties when disclosure is authorized or required by law or an enactment in a court proceeding. Any other external disclosure of confidential information is subject to prior approval of the Board Chair and President

### **Management of KPU Board Records and Other KPU Business Records**

Board Members acknowledge that the records they may generate, collect, or receive pertaining to the KPU Board, or other KPU business, are controlled by KPU for the duration that each copy of the records exist. KPU maintains control over KPU Board records or other KPU business records that are managed in each Board Member's personal email addresses, or third party business email addresses that each Board Member may be using. KPU maintains control over KPU Board records, or other KPU business records, that each Board Member copies and stores within their residences, or third party business locations, whether those records are maintained as paper or electronic records.

For the duration of time that Board Members retain any KPU Board records, or other KPU business records, Board Members agree to:

- a) upon request, confirm whether KPU Board records or other KPU business records exist in any location they manage these records outside of KPU as soon as reasonably possible;
- b) protect KPU Board records, or other KPU business records, managed outside of KPU using standard physical, technical and administrative security measures;
- c) provide the University Secretary with any copies of KPU Board records, or other KPU business records, the Board Members confirm they are managing outside of KPU upon request;
- d) comply with any lawful request from KPU to delete or destroy KPU Board records, or KPU business records, as soon as reasonably possible. Board Members will confirm the date and time these records are deleted or destroyed.
- e) KPU Board Members commit to generating, collecting, and accepting the receipt of, the minimum amount of information and records required to make informed decisions.

### **Duty to Disclose Information to Auditors**

No Board Member shall make any false or misleading statement to internal or external auditors or conceal or omit information necessary to make statements to such auditors meaningful. No Board Member will withhold any books or records relevant to any subject under review from the internal or external auditors.

### **Orientation and Professional Development**

Board Members are required to participate in KPU's Board Member orientation program and ongoing professional development (for the Board or for an individual Board Member) as recommended by the Board. Board Members are also expected to undertake any required training and take time to educate themselves on governance duties and broad issues of the higher education sector as identified or recommended by Senior Leadership.

Board Members attending a conference or workshop at KPU's expense will submit an oral report to the Board at the next Board meeting following the conference or workshop.

### **Removal**

The Government may, at any time, remove from office an Appointed Member.<sup>6</sup>

The Government may, on a resolution of at least a 2/3 majority of the Board, remove from office a Board Member if the Board is satisfied that the person should be removed for cause.<sup>7</sup>

### **Resignation**

A Board Member's resignation becomes effective at the time KPU receives a written resignation from him or her, or at the time specified in the resignation, whichever is later.

### **Re-Appointment**

At least six months ahead of the end of an Appointed Member's term, the Board Member is required to inform the Board Chair whether he or she intends to seek re-appointment for a further term. If the Board Member desires a further term, the Board Chair or University Secretary will advise the Crown Agency Board Resourcing office as to the Board Member's performance during the Board Member's prior term and recommend whether the Board Member should be re-appointed. The Board Chair's advice and recommendation will be informed by the Board Chair's own observations and the results of any Board Member feedback.

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<sup>6</sup> *University Act*, s. 22(1).

<sup>7</sup> *University Act*, s. 22(1.1).

Appointed Members are appointed for term lengths up to three years at the Government's discretion and may be re-appointed to a maximum of six consecutive years.<sup>8</sup>

### **Re-Election**

Elected Members are re-elected in accordance with the Election Rules approved by Senate<sup>9</sup>.

In advance of the election, the Board provides each constituency with a copy of the Individual Board Member's Position Description and the Skills Competency Matrix for Governing Board<sup>10</sup> in order to communicate to the constituencies the desired skills and experience for upcoming elections.

Elected faculty members and non-faculty employees hold office as a Board Member for 3 years to a maximum of 6 consecutive years<sup>11</sup>.

Elected students hold office as a Board Member for 1 year to a maximum of 6 consecutive years<sup>12</sup>.

### **End of Term**

Upon a Board Member's term ending, he or she must return to KPU all materials and other items belonging to KPU, including confidential Board materials.

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<sup>8</sup> *University Act*, ss. 20(1.1) and 21.

<sup>9</sup> *University Act*, s. 43

<sup>10</sup> Refer to Appendix "E" and Section 19 (Board Composition and Succession Planning) of this Board Manual for more information.

<sup>11</sup> *University Act*, s. 20

<sup>12</sup> *University Act*, s. 20



## BOARD OF GOVERNORS - REGULAR MEETING

**Agenda Item: #11**

**Meeting Date:** May 25, 2022

**Presenter(s):** Dr. Alan Davis

### Agenda Item Senate Meeting Report

Action Requested	Information
Recommended Resolution	-

**Key Messages** The Vice Chair of Senate provides meeting notes for the Board of Governors detailing the items approved by Senate at each of its meeting for information.

**Attachments** 1. Notes from the Senate meeting held on April 25, 2022.

**Submitted by** Ranminder Kaur, Confidential Assistant to the Board of Governors

**Date submitted** May 16, 2022

## Notes from the Senate meeting of April 25, 2022

The April Senate meeting opened with the Chair, Alan Davis, expressing our gratitude to the Coast Salish peoples on whose lands we live and work at KPU and Mi'kmaq peoples in Halifax where he was attending a conference. He welcomed Jack Wong from the Board of Governors. Dr. Davis provided a written President's report and Diane Purvey provided a written Provost's report. Rajiv Jhangiani, Associate Vice-President, Teaching and Learning, presented Teaching and Learning Innovation Fund 2021 – 2022 report and highlighted that 11 projects in five Faculties were funded with a total of \$65,000. The funds were used to support various innovative projects including COVID viral design, 3D-printing of world map, and service learning assistants program. Additional information regarding the fund is available on the Senate agenda.

The Senate Standing Committee (SSC) highlights include:

- Senate Standing Committee on Curriculum – Senate approved a) consent agenda with 50 course outlines; b) Bachelor of Science, Major in Applications of Mathematics and Major in Applications Mathematics (Honours) revisions; c) Diploma in Business Management revision; d) Bachelor of Psychiatric Nursing revision; e) Bachelor of Science in Nursing revision; f) Mathematics Alternatives Table 2022/23 and 2023/24; and g) Course outline form changes for CourseLeaf implementation. Among the approved course outlines, there were the first set of upper year INDG courses that will be offered out of the newly established Indigenous Studies (INDG) department. The revised Mathematics Alternatives Table will be used for admission and registration purposes and two-decades old KPU Math Assessment Test will be replaced with new ALEK PPL test.
- Senate Governance and Nominating Committee – Senate approved a) the nominations for Senate Standing Committees; b) revised faculty qualification requirements for Bachelor of Science in Nursing, Advanced Entry (BSNAE), per policy *AC13 Qualifications for Faculty Members*; and c) Senate Committee Mandate and Membership review. The summary of Mandate and Membership revisions is attached to the Senate agenda.
- Senate Standing Committee on Policy – Senate approved the revisions of a) Policy and Procedure GV2 *Protocol for the Development of University Policies* for recommendation to the Board of Governors, and b) Procedure AR2 *Admission* effective September 1, 2022.
- Senate Standing Committee on Tributes – The committee reviewed Professor Emeritus and Honorary degree designation nominations, which was discussed at the Senate closed meeting.
- Senate Standing Committee on Program Review and Senate Standing Committee on Research and Graduate Studies have submitted written updates.

Zena Mitchell, Registrar, conducted an election of Vice-Chair, Senate for 2022/23 academic year and Amy Jeon was re-elected for the term beginning September 1, 2022 to August 31, 2023. She also

provided the Spring election report. Fergal Callaghan (Faculty of Science and Horticulture) and Bob Davis (Faculty of Trades and Technology) were re-elected for the term beginning September 1, 2022 to August 31, 2025. There were no candidates from Faculty of Academic and Career Preparation, Faculty of Health, and Support Staff. Four student Senators and two Board of Governors student representatives were elected for one-year term.

The meeting was adjourned with the Chair announcing the Senate closed meeting.

*Amy H. Jeon, Vice-Chair, Senate*

Notable Quotes from the meetings VC attended this month:

*"She likes to say 'NO' a lot."*

*"That is all I wish for everyday...Reasonableness."*

*"...says trunk it!"*

*"We should learn to sail and then buy a boat."*

*"Wednesday is Friday."*

*"Doctors have patients where PhDs have patience."*