



## MEMORANDUM OF UNDERSTANDING

Justice Institute of British Columbia

715 McBride Boulevard New Westminster, British Columbia V3L 5T4

**AND** 

College of New Caledonia 3330 – 22<sup>nd</sup> Avenue Prince George, British Columbia V2N 1P8

The parties have entered into the Memorandum of Understanding (hereinafter referred to as the "MOU") to confirm their commitment to collaboration based on valuing institutional cooperation and common interests in meeting education and training needs that benefit students and communities and the delivery of relevant Justice Institute programming in north-central British Columbia on a non-exclusive basis.

## **Article 1: Objectives**

The objective of this MOU is to outline the understandings on which Justice Institute of British Columbia and College of New Caledonia will explore, develop, and carry out collaborative activities.

Each of the parties hereby confirms and acknowledges its respective mandate and interest and commitment in continuing to deliver tuition based programs in particular areas of JIBC's mandate for public safety training and education to meet regional needs:

- Paramedic
- Conflict Resolution
- Other programs/courses as identified

### **Article 2: Scope of Activity**

The impetus for this MOU is based on a model where the content to be delivered would be owned and delivered by the JIBC and students would receive JIBC certification where applicable. Both parties are open to exploring other possible models for new initiatives, including models with joint program delivery and joint certification.

Further impetus is based on the community and regional identification of the College of New Caledonia as a primary post-secondary educator in north-central B.C., the close links to labour market and training needs the College has, and the ability of the College to coordinate effectively for programming delivery at the local and regional levels.

Additionally, options for transfer and articulation agreements will be explored with a possible goal of extending the pathways available for students and alumni of CNC.

# **Article 3: Principles**

The parties acknowledge and agree that relationships between the parties are of paramount importance and to this end accept the following principles/protocol:

- Share in the common goal of providing education and training to people in north-central B.C., more specifically this region includes: Quesnel and region, Mackenzie and the northern communities of Tsay-Keh Dene, McLeod Lake and Kwadacha, Burns Lake and region, Vanderhoof, Fort St. James and region, McBride, Valemount and region, and Prince George
- Recognize the separate interests and objectives of both parties and promote an understanding and recognition of the concerns and risks to each party
- Recognize that pricing, tuition and financial arrangements will need to be acceptable to both parties for courses to be offered and established through specific Letters of Agreement/Service Agreements associated with this MOU
- Promote and maintain open and timely communication
- Seek approvals from both parties for any joint marketing
- Encourage the early, effective, efficient and non-adversarial resolutions at the appropriate level of decision making
- Commit to transparency in the relationship between the parties; and
- Clearly delineate and allocate responsibilities and the expected role and function of each of the parties with particular activities (through specific Letters of Agreement/Service Agreements).

### **Article 4: Commitments**

Signature of the Memorandum of Understanding does not entail any material, financial or other obligation for either of the two institutions. Specific initiatives are to be considered and agreed upon, on a case by case basis, including the contributions and obligations of each institution. Subsidiary agreements are to be signed as required, including what, if any financial liability and responsibility is involved for each party and appended to this memorandum.

It is anticipated that along with this institution-to-institution Memorandum of Understanding two other levels of planning and delivery will occur (as applicable):

- 1. Letter of Agreement (LOA) that refers to a particular activity (program or course) between the relevant program or Division at Justice Institute and the relevant Division or Region at CNC to outline costs, curriculum/instructional commitments and other general conditions for the offering of specific JI programs and courses and/or suites of programs and courses in the CNC region;
- 2. Service Contract (one page) to identify specific dates, sites and other relevant information
- 3. Normally such agreements are signed at the level of Dean.

As well, determination will be made by the two institutions regarding:

- separate and shared advertising and promotion of programming
- counting of FTEs for any joint programming
- revenue-sharing after costs are covered as appropriate or applicable
- communication protocols for each activity as laid out in an LOA or Service Agreement

Specifically, based on current activity

#### JIBC commits to:

- not offer the same advertised course in that area during that semester
- consider the impact that requests for contract training might have on fee for service courses
  offered through this MOU, and to communicate with CNC on contract training requests received
  by the JIBC, and related decisions.

#### CNC commits to:

- actively promote tuition-based and coordinated contract opportunities throughout the region
- keep JIBC apprised of evolving community interests
- develop an internal communication/coordination protocol to support effective planning of tuition-based courses in the region.

### **Article 5: Contributions of Both Parties**

Each institution will designate an individual as a regular point of contact, and each institution agrees to meet regularly, no less than annually, to review and evaluate activities undertaken through this agreement. Such discussions may give rise to new initiatives.

The designated point of contact for Justice Institute of British Columbia will be: Vice President Academic, or designate.

The designated point of contact for College of New Caledonia will be: Vice President Education, or designate.

This agreement can be terminated by either party with six months written notice and as such any Letters of Agreement/Service Contracts would also expire at the point of termination of the MOU.

SIGNED:

Dr. Laureen Styles

Vice President, Academic

Justice Institute of British Columbia

tebruey 19, 2014

Dr. M. Bryn Kulmatycki

Interim President

College of New Caledonia

Date

Tolorus 19, 2014