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# Post-Secondary Education Partnership Agreement Toolkit

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Indigenous Adult and Higher  
Learning Association

University of Victoria

Nicola Valley Institute of  
Technology

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Updated October, 2011

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## Dedication

*This Toolkit is dedicated in memory of Dr. Jacob McKay, who consistently demonstrated the respect, commitment, and passion for Aboriginal students' learning that is the hallmark of the relationships and agreements that are espoused in this publication. Dr. McKay was a Nisga'a Chief, a leader in education and a founding member of IAHLA, serving on the IAHLA Board from 2002 until 2009.*

*“We have to find a way to fulfill our mandate, to teach our students about the mainstream, without giving up ourselves, without assimilating into those boxes that don’t meet our needs. We must be respectful and understand that those institutions complete us in a way; we need for our members to be fully equipped to deal with today’s needs in society. But we must find ways to maintain our sovereignty, to maintain and support our cultural learning, while also making sure that our students can move into those institutions at their most excellent – well-equipped with their cultural tools, their cultural knowledge, their information. How do we do that? It is the responsibility not only of Aboriginal institutes and communities, but also those partners that are important to us.”*

*- Jeannette Armstrong, 2007 Aboriginal Post-Secondary Education Forum, Vancouver*

*“Partnerships with public post-secondary institutes provide the mechanism to offer community-based, first-step learning opportunities that lead to successful transitions because academic skills are strengthened and self-identity and confidence reinforced. These factors enable learners to make effective transitions and personal contact is maintained throughout students’ continued academic pursuits in urban settings.”*

*- Pauline Waterfall, 2008 ASP Toolkit Planning Session*

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We would also like to acknowledge the following contributors to this publication.

Representatives of Aboriginal IAHLA institutes provided valuable input and support throughout this project.

The Project Steering Committee for this Toolkit consisted of the following people:

Jeanette Armstrong/Lauren Terbasket, En'owkin Centre and IAHLA Board member  
Verna Billy-Minnabarriet, Nicola Valley Institute of Technology and IAHLA Board member  
Fran Hunt-Jinnouchi, University of Victoria  
Brenda Leighton, First Nations Training and Development Centre and IAHLA member  
Pauline Waterfall, Heiltsuk College and IAHLA Board member  
Karen Bailey-Romanko, First Nations Education Steering Committee (FNESC)/IAHLA

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Finally, IAHLA would like to thank Dr. Ralph Nilson, President of Vancouver Island University, and John Bowman, President of the College of New Caledonia, for their input regarding the complexities faced by public post-secondary institutions in the partnership building processes.



## Preamble

*It is critical to note that the materials included in this Toolkit are not intended to be interpreted as policy or standards. The information included in this document must be viewed as information only. The materials have not been reviewed by legal council, and users of the Toolkit are encouraged to use, adapt, and disregard any portions of or recommendations included in this Toolkit to reflect their own unique needs, circumstances, and goals. The ideas contained within are also intended to initiate dialogue and partnership development; the suggested approaches and wording should be adapted to reflect the experiences, relationships, and needs of all partners. In addition, Institutes should consult with legal counsel if they are in doubt about any issues herein.*

Beginning in 2007, the BC Ministry of Advanced Education and Labour Market Development began providing multi-year funding to support eleven public post-secondary institutions to develop, implement and evaluate Aboriginal Service Plans (ASPs). In response, the Nicola Valley Institute of Technology (NVIT), the University of Victoria (UVic), and the Indigenous Adult & Higher Learning Association (IAHLA) initiated dialogue regarding how they could work together to facilitate the most effective possible use of the ASP funding in a way that would reflect their respective needs and common goals.

That dialogue led to, among other things, an agreement to investigate how to support post-secondary stakeholders in advancing successful partnerships for the benefit of Aboriginal students and communities. In the first year of this process, the three partners agreed to organize consultation meetings to identify relevant issues and explore what is working and what more needs to be done in terms of partnership agreements in BC. Those consultations led to a report titled *Aboriginal and Post-Secondary Institutions Working Together in BC: Best Practices in Partnership Agreements*.

In the second year of the initiative, NVIT/UVIC/IAHLA's work included the development of this Toolkit, which is intended to assist Aboriginal and public post-secondary institutions in the creation of respectful and mutually beneficial partnership agreements with public post-secondary institutions.

In order to achieve that goal, this Toolkit provides background information, suggestions, and sample wording for the creation of agreements that reflect equitable and collaborative partnerships between post-secondary institutions, including Aboriginal, public and private institutions, and also including private industry organizations involved with training.

The direct inspiration for this Toolkit was a paper prepared for the project partners by Dr. Gerry William. Dr. William was hired in the fall of 2009 to gather background information and suggestions related to these issues. This Toolkit is based upon and reflects the research he undertook and submitted in a December 2009 report.



## Part One

# Background

*What is partnership? For the purpose of this Toolkit, partnership is defined as two or more participants entering into a relationship in order to develop common good, growth, development and respective benefits. In this Toolkit, it is assumed that in a true partnership, each partner will share its abilities, talents, expertise, experience and vision to create and work toward mutual goals and outcomes. In this context, each partner has an equal role; one is not dominant over the other (Pauline Waterfall, 2009).*

*\*A comprehensive list of definitions is included as Appendix One to this document.*

As described above, this Toolkit is intended to assist with efforts to create and continue the establishment of respectful dialogue and partnership arrangements between Aboriginal institutes, First Nations communities, public post-secondary institutions, industry partners, and the Ministry of Advanced Education.

## 1.1 Common Goals

To begin the work of establishing formal partnership agreements, it is important to consider mutual goals for working together. Although the detailed goals will vary depending upon the institutional partners and specific projects involved, there are a number of broad, fundamental goals that have been identified for all PSE partnerships in BC. For example, a policy background paper developed by the First Nations Education Steering Committee<sup>1</sup>, in consultation with IAHLA and the provincial Ministry of Advanced Education and Labour Market Development (MALMD), included a number of goals that are shared by all of the partners working on issues related to Aboriginal post-secondary education in BC. Those goals include, but are not limited to:

- increasing the participation and success of Aboriginal learners in post-secondary education and training;
- increasing and improving opportunities for student mobility;
- building the capacity of individuals entering into the labour market, as well as the labour market itself;
- increasing the relevancy of post-secondary education to the labour market;
- supporting quality and respectful research;

<sup>1</sup> First Nations Education Steering Committee. 2008. *A Place for Aboriginal Controlled Post-Secondary Education Institutes: Policy Background Paper*. [www.fnesc.ca](http://www.fnesc.ca)





- promoting improved data collection and establishing relevant, appropriate systems for evaluation and program development;
- and, ensuring full accountability to students, Aboriginal communities, the public, and funding agencies.

## 1.2 Recognizing the Strengths of All Partners

In order to reach those goals, it is critical to recognize and build upon the strengths of the respective partners in post-secondary agreements.

Public post-secondary institutions, for example, can offer a number of critical contributions to relationships with Aboriginal institutes. The institutions have long histories and extensive experience in post-secondary programming. They have the authority to accredit programs; they often employ well-qualified and experienced instructors; their administrative capacity generally is well developed; their courses and programs are widely recognized and almost always transferable to other institutions; they have long-standing relationships with a range of stakeholders; and their degrees and diplomas are well recognized in the employment sector.

Unfortunately, in the establishment of partnership agreements – and in a more general sense, as well – there has sometimes been insufficient awareness of the strengths and contributions that are made by Aboriginal-controlled post-secondary institutes. Aboriginal institutes bring to the negotiating table differing levels of resources, infrastructures, administrative capacity, and/or educational experience. However, as noted in the 2008 *A Place for Aboriginal Controlled Post-Secondary Education Institutes* policy background paper, Aboriginal institutes offer, among others, the following benefits.

- Local control of Aboriginal education reflects the long-espoused and well-supported position of *Indian Control of Indian Education*. Aboriginal institutes are governed by community-based independent boards or by Chiefs and Councils, which means that the people who are formally responsible for the institutes' operations are intimately familiar with student and community circumstances and needs. This knowledge is a significant benefit for partnerships and creates the necessary bridge to ensure effective communication, planning and decision-making.
- Aboriginal institutes meet not only academic and training needs, but also a variety of personal needs in order to ensure student success. They play a critical role in assisting Aboriginal students in transitioning (moving) to mainstream, public institutions. Many students who enroll in locally-offered programs require opportunities to develop their skills, confidence, and awareness of post-secondary options, which Aboriginal institutes provide. In addition, students enrolled in Aboriginal institutes often have a range of





important and interconnected goals. These can include improved self-confidence, better parenting skills, preparation for and an opportunity to act as a role model for other community members (including their children), and a stronger ability to make community contributions. Aboriginal institutes strive to reflect and support the realization of those goals.

- Cultural activities and values are integrated into the fabric of Aboriginal institutes, from the boardroom to the classroom. The institutes are often at the forefront of efforts to retain and revitalize Aboriginal languages, and many of the institutes offer formally accredited language teacher education courses. Other courses and curricula are also reviewed for their cultural content and they are often modified to make them more sensitive and relevant to Aboriginal learners. Indigenous knowledge and ways of knowing are incorporated into curriculum development and delivery. The institutes' instructors also understand and respect cultural practices, such as protocols associated with celebrations, funerals and community events. These can then be extended into the collaborative partnerships, as public post secondary institutes strive to make their settings more welcoming and supportive of Aboriginal post-secondary learners.
- Ensuring that their students are taking high quality, recognized and transferable programs and courses is a high priority. Aboriginal institutes recognize the significant need for programs to assist their students in making a successful transition into colleges and universities. Accordingly, many of the programs are offered through affiliation or brokering agreements with public post-secondary institutes to ensure that such programs are fully accredited and transferable to other post-secondary institutes through the BC transfer system. These arrangements reflect the recognition that Aboriginal institutes often provide the foundation and preparation Aboriginal students need for further post-secondary success.
- Aboriginal institutes emphasize the provision of an extraordinary level of support for students. Their efforts include individual support for students, teaching courses in life-skills and Aboriginal language and culture, and arranging peer, community and distance mentors. Aboriginal institutes have strong ties with local Aboriginal communities, Elders, and resource people, to ensure cultural integrity in all programming.
- Aboriginal institutes support students by providing as much flexibility as possible. This flexibility includes scheduling classes appropriately, and assessing students upon entry to determine their starting point so that all students can begin studying at the level that reflects their learning needs. Aboriginal institutes generally have small classes, which provide students with good access to instructors and student services.
- The staffs of Aboriginal institutes provide emotional encouragement and a friendly, safe, welcoming, and comfortable environment. Aboriginal institutes have been referred to as healing spaces, where students who have suffered a history of racism, cultural



*Aboriginal post-secondary institutes strive to continue to extend their support and contact with alumni who transition to higher learning away from home. Through those efforts, the continuum of support reinforces a strong sense of connection between student and community. Aboriginal institutes also often work to transition graduates back into the community through efforts to maintain support into work places and reintegration. A close relationship is often maintained from the start to completion of educational pursuits of Aboriginal post-secondary students.*

invisibility, impacts of residential schools and imposed assimilative government policies can get the support they need. This unique aspect is often reflected in the mission and vision statements of the Aboriginal institutes.

- Many Aboriginal institutes focus on subjects directly related to the employment and capacity building needs of Aboriginal communities. Additionally, the institutes offer lifelong learning opportunities for all community members, often providing non-accredited workshops for community members who need support in terms of technology learning, safety issues, parenting, etc. The institutes also ensure Aboriginal communities retain control of their languages and cultures. Community members contribute greatly to Aboriginal institutes.

- Perhaps the most important factor in the provision of excellent student support is the institutes' instructors, who are expected to be particularly encouraging and caring. Another important issue for Aboriginal institutes is their emphasis on hiring Aboriginal staff. When Aboriginal instructors are available to teach courses, they achieve a special connection to students and they afford the opportunity for students to learn from instructors who understand their unique history, community and cultural perspectives.

In addition to those positive attributes, the proximity of the institutes to students' homes and systems of personal support is important. -Removing students from their communities to pursue higher education is often not an ideal approach. Studying far from home can be expensive and personally and culturally isolating. This disconnect sometimes results in students leaving their communities for educational opportunities and not returning to contribute their new knowledge and skills to the development of their Nations. In addition, some graduates who choose to return home experience difficulty in readjusting to the Aboriginal community values after their time away. Furthermore, the historical disruption of family units continues to have negative impacts now, as it did in the past several generations.



*In recognizing the importance of partnerships and the contributions that can be made by Aboriginal institutes, it is critical to note that the goal of partnership agreements is an equal relationship; that is each Party to the agreement must benefit (William, 2009).*

## 1.3 Connections Between the Aboriginal and Public Post-Secondary Sectors

As a result of the factors highlighted above, many Aboriginal students choose to pursue higher educational opportunities at Aboriginal institutes – either for the duration or at least part of their studies. In fact, many Aboriginal students who do become enrolled in public post-secondary institutions began their preparatory and higher education programs in an Aboriginal institute, where they could receive the support and encouragement they needed to establish their foundational skills and build their self-confidence before moving into a mainstream setting.

Recognizing the critical role of Aboriginal institutes in the BC post-secondary education system, and particularly given the significant student mobility and direct relationships between public and Aboriginal settings, the establishment of effective partnerships is critical to the success of the Aboriginal and public institutions, and to Aboriginal students and communities, as well.

Further, in order to facilitate the transition of students between Aboriginal and public institutes, and to ensure that the credits and credentials students earn in Aboriginal institutes are fully recognized in other educational settings and by employers, Aboriginal institutes must enter into formal agreements with public institutes for the accreditation of their courses and programs. Effective agreements, therefore, are not just ideal – they are absolutely necessary.



## 1.4 The Benefits of Effective Partnerships

While the importance of partnerships for student mobility and accreditation is crucial, there are also a number of additional benefits to be gained from partnerships, as outlined below.

Partnerships ...

- Increase student enrolments and retention
- Allow for the joint articulation of courses
- Facilitate shared access to resources (such as library, internet, faculty expertise) that can expand the capacity of each partner for the delivery of quality educational opportunities
- Support students studying close to home, thereby creating a culture of learning in communities
- Allow for the delivery of courses and programs that might not otherwise be available at the local community level
- Facilitate the enhancement of course content and learning outcomes through the incorporation of First Nations perspectives and worldviews
- Promote engagement and sharing of knowledge related to First Nations issues
- Increase Aboriginal student FTEs (Full Time Equivalents) for public institutions, which is critical for them meeting their program targets
- Facilitate the goal of closing the educational gap of Aboriginal learners.
- Expand each partners' expertise through additional faculty resources and involvement
- Contribute to Nation building at lower costs than would be incurred if students had to relocate to pursue their education goals
- Plan effective exit strategies for learners to help them transition to work or graduate studies and/or to reintegrate into their communities

A survey undertaken by Hunt-Jinnouchi (2008)<sup>2</sup> also indicated that Aboriginal institutes perceive partnership agreements as leading to the following benefits.

*Partnerships enable the institutes to offer accredited programs and courses in the community that would not normally be available. This situation allows students to stay in the community to start and/or complete their studies. Students also are able to begin their studies in community then ladder into*

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<sup>2</sup> Hunt-Jinnouchi, F. 2008. *First Nations Post-Secondary Institutes – Education Agreement Research*. West Vancouver: Indian Studies Support Program Committee.



*the public institutions to complete their education, which eases the transition and limits the time spent away from community. In addition, local instructors can be involved, thereby integrating cultural components (including language and history) into curricula.*

While respectful and effective agreements are critical, the needs and concerns of Aboriginal institutes are not always consistent with those of mainstream post-secondary institutions. In fact, research completed on affiliation agreements and Aboriginal post-secondary institutes in BC (Hunt-Jinnouchi, 2008) found that, in general, while some education agreements work well for the partners, too many Aboriginal institutes and First Nations communities are frustrated with the agreement negotiation processes. Moreover, there is a wide range of partnerships and a corresponding range of quality of content in the agreements that are achieved.

***Therefore, the following suggestions are offered to assist Aboriginal institutes in negotiating mutually beneficial and respectful partnerships.***



*IAHLA has acknowledged the need to define the terminology used by public post-secondary institutions and Aboriginal controlled institutes / communities. Such clarification would help identify roles and responsibilities of the respective stakeholders more clearly and would help institutes / communities determine which type of agreement would best suit their needs. Aboriginal institutes and public post-secondary institutions in BC have entered into a range of different agreements, depending upon the complexity of the work to be done and the amount of detail needed to be described. IAHLA and the Ministry of Advanced Education and Labour Market Development continue to discuss this important issue and explore ways to move ahead with relevant research and the development of appropriate definitions.*

## Part Two

# Agreement Types and Suggestions

## 2.1 Types of Agreements

In 2006 – 2008, the Indian Studies Support Program (ISSP) sponsored research to examine the types of agreements in use between Aboriginal institutes and public post-secondary institutions in BC (Hunt-Jinnouchi, 2008). That research found that it is very difficult to characterize the types of agreements that have been written, both in terms of their degree of formality and their scope. This situation is largely due to a lack of standardized expectations, but also because of the wide range of terms used to describe these partnerships. Some terms are used interchangeably; definitions tend to be tied to individual institutions or communities, rather than being defined across groups. Most notable, however, is the concern of many institutes and communities that there are no common understandings or definitions of the terms most commonly used.

The following terms are most frequently used to label agreements.

- Affiliation Agreement
- Articulation Agreement
- Brokering Agreement
- Federation Agreement
- Education Services Agreement
- Memorandum of Understanding

The following definitions are intended to help explain the various types of partnership agreements in use.

**Affiliation Agreements** are generally formal agreements that serve as an umbrella for the development and maintenance of partnerships in general. They are legally binding contracts that set forth the terms and conditions under which one institution



agrees to provide education, training, and/or clinical experience that is integral to a specific institutional academic degree or course objective, but is not available at a second institution. Affiliation agreement partners commit to a joint review of mutual interests and further agree to establish a process for joint development of post-secondary programs. The agreements represent a promise to work together to jointly develop programs and services needed by the First Nations community and / or students in a particular area.

**Articulation Agreements** are more specific in nature and content than affiliation agreements. An articulation agreement is an officially approved agreement that matches coursework between schools. These are designed to help students make a smooth transition when transferring from one institution to another.

**Brokering Agreements** are usually more simple types of partnership arrangements, involving written agreements or contracts for the delivery of existing accredited courses or programs for a set fee-for-service.

**Education Services Agreements** are used when existing college and university credit courses are combined with specific cultural and language components according to the Aboriginal institute / community.

**Education Federation Agreements** are formal relationships between equal partners of the self-governing First Nation and a university with authority to deliver university educational programming to students. Each party contributes to the other's institution via senior level involvement i.e. University Senate.

**A Memorandum of Understanding (MOU)** is a document that describes a bilateral or multilateral agreement between parties. It expresses a convergence of will between the parties, indicating an intended common line of action. It most often is used in cases where parties either do not imply a legal commitment or in situations where the parties cannot create a legally enforceable agreement. It is a more formal alternative to an informal understanding. In some cases, depending on the exact wording, MOUs can have the binding power of a contract; as a matter of law, contracts do not need to be labeled as such to be legally binding. Whether or not a document constitutes a binding contract depends only on the presence or absence of well-defined legal elements in the text of the document.





*Thoughtful preparations and pre-planning are critical to the establishment of an appropriate agreement that meets respective needs. In considering a new or continuing partnership with another institution, whether private, public or industry, a critical first step is that community protocol must be adhered to. It is important for the community to make the public post-secondary institution aware of community political, organizational, and cultural protocols.*

*Aboriginal institutes are encouraged to network with other institutes that are involved in partnership development. For this purpose, a list of current IAHLA member organizations is listed in Appendix Six (the website for IAHLA is [www.fnesc.ca/iahla/](http://www.fnesc.ca/iahla/)).*

## 2.2 Suggestions for Successfully Negotiating an Agreement

### 2.2.1 Preparing and Planning for Negotiations

***It is recommended that Aboriginal institutes consider the following:***

1. Determine in advance why a partnership is needed. **Ask:** What do we want from a partnership? What are our community's educational or employment training needs with regard to this proposed agreement? What are our goals for the project? What exactly do we need done that we cannot do ourselves? For example, do we just need credentialing? Do we want assistance in identifying the instructor?
2. Determine in advance why you are considering working with a particular institution. **Ask:** What partners specialize in the course or program we need? What are the strengths and weaknesses of each potential partner? Which potential partner seems most interested in / can best serve our needs? What experiences have other Aboriginal institutes had with the institution we are considering?

*Aboriginal institutes and communities have the right to choose any educational partner(s) that will best serve their programming and students' needs. Aboriginal institutes are in no way restricted to working with partners in their local area, region, or even province, nor are they bound by historical relationships or prior agreements. Aboriginal institutes can, and indeed should, consider working with a variety of institutional partners to ensure that they access services and programs that are the most appropriate, effective, and cost-efficient.*



*A key issue for discussion relates to the hiring of staff and instructors associated with the program and courses being considered. Aboriginal institutes have successfully negotiated provisions that provide them with the authority for approving and/or selecting all faculty hired and/or appointed for partnership programs. If this authority is not negotiated, the Aboriginal partner may be limited in terms of being able to address any concerns regarding performance, should they arise. This issue should be raised early in the negotiation process.*

3. Identify in advance who from your institute will be involved in each aspect of the negotiations. **Ask:** Who is best suited in your community/organization to deal with the financial, political and programming needs?

4. Consider all potential impacts of the proposed partnership on the community. **Ask:** What impact will there be from the extension of an existing partnership? How do we know? Have we asked community members, leaders, Elders and students? How can we ensure programming enhances community, cultural systems and institutional practices?

5. Outline the broad topics to be discussed in the negotiation of the partnership agreement. **Ask:** What courses must be developed? Are the teaching locations identified? Who will determine what instructors will be hired?

6. Consider which aspects of mainstream and cultural knowledge should be incorporated into programming. **Ask:** will parts of mainstream programming conflict with cultural or community practice and values? Is the program culturally relevant? Are new accredited cultural courses or new cultural curriculum required? How do we ensure retaining ownership of traditional knowledge and local content?

7. Ensure you fully understand your internal processes for decision-making. **Ask:** Who has authority to make decisions on the details of the agreement? What is the role of our Board in finalizing approval of the agreement?

8. Consider all of the stakeholders (internal and external) from whom you need cooperation / support? **Ask:** How will we involve all of the relevant stakeholders? What will be the role of each stakeholder and when will we involve them?

9. Know which department in the public post-secondary institution you will be negotiating with and the priorities / mandate of that department. If you are working with the Continuing Education or Community Education department, their focus will be business partnership development. If you are working with an academic department, their focus will relate more to credentialing, curriculum, and FTEs. (refer to Appendix Two – Sample Organizational Chart). **Ask:** Which department in



the public post-secondary institution will meet the educational outcomes required for our learners?

10. Determine who is available to provide the technical assistance needed to develop a comprehensive and effective partnership agreement. **Ask:** Do we have the necessary skills and experience and/or will a planning consultant or legal counsel have to be hired?
11. Consider the anticipated costs for the negotiation of the partnership. **Ask:** Will we incur legal costs, travel costs for attendance at meetings in other locations, etc.? Will we incur costs of hosting meetings on-site or in our community? Will we have to pay a negotiator / consultant with expertise in partnership development? What have we spent on previous negotiations / what have other institutes spent on similar negotiations? Do we have the resources needed to cover those costs? Is the public partner willing to share the costs of negotiating the partnership? What do we have to offer in exchange to offset costs, such as expertise, instructor time, FTE's, in-kind contributions, etc.



## 2.2.2 Beginning the Negotiations

*Aboriginal institutes must go into any negotiations confident of their positions and strong in their beliefs (William, December 2009).*

~

*When establishing a schedule, be especially concerned about external requirements, such as funding agency deadlines.*

~

*Negotiation requires collaborative and respectful relationship building.*

Before negotiating specific aspects of an agreement, both Parties should begin by considering the process and protocols that will lead to effective and respectful negotiations.

### ***Both Parties to the negotiations need to ...***

1. Decide who will chair negotiations, perform secretarial duties, host the meetings, etc. **Ask:** Will these roles rotate throughout the duration of the negotiations? If so, according to what process and schedule?

2. Determine what processes will be used to make decisions. **Ask:** What conduct rules will be used? Will the partners work toward consensus on all items? How will we deal with disagreements?

3. Determine a negotiation schedule. **Ask:** How often do we want to meet? For how long? Do we want to have set dates? Times? Where will we meet?

4. Consider whether there will be costs associated with maintaining the partnership and agreement, such as meeting costs, travel, legal fees, etc. For example, on-site orientations for Presidents, VP's, Deans, and/or Ministry representatives will be key, as these individuals will sign the agreement and should be aware of and involved with new business standards / agreements for working together in partnership with your community. The costs associated with this and any further visits, meetings, etc. with public post-secondary institutes should be considered the cost of doing business, and not passed on to the Aboriginal institute. **Ask:** How will those costs be covered? Does each partner have access to the resources required to pay those costs?



### *2.2.3 During the Negotiations*

The following suggestions are offered for the success of the negotiations themselves.

1. Throughout the negotiations, a key consideration is the need to ensure that ownership of materials and curricula developed through the agreement is retained by your community/organization. The precedent for First Nations retaining ownership has been set in existing agreements (see further information below in section 2.4).
2. Transparency is important. The strongest agreements will emerge from the widest participation. Elders, students, faculty, staff and the community should feel that they have been appropriately consulted and have had an opportunity to provide meaningful input. This participation must continue throughout the negotiations and after an agreement has been reached, rather than one-time only consultation, which may result in the formation of an advisory committee.
3. Each Party must be willing to make some concession; however, it is important to be clear on areas that are non-negotiable by both parties. While seeking concessions, be open to finding creative solutions. Compromises often relate to the negotiation process, but can sometimes also involve policy change.
4. Each group must be committed to respectfully negotiating in an open and transparent way, being mindful of the need for confidentiality and the final product.
5. The larger the number of participants, the more important it may be to break into smaller working groups and have particular components of the proposed agreement addressed by smaller teams.
6. Generally speaking, the longer the agreement, the more difficult it is to implement and evaluate. While existing agreements can be between one and up to eight or ten pages in length, most manageable agreements run 2-3 pages. Sometimes operational and managerial processes are described in other ways. However, if this is the case, it is important that operational or managerial issues be vetted, discussed and worked through prior to the agreement being finalized.



*A critical issue to determine and clearly highlight in the agreement is its term. Does the agreement have a set duration, at the end of which it will expire? Is the agreement continuing unless expressly ended by one of the Parties? The term of the agreement has particular relevance for funding applications and must therefore be clearly identified for any reader.*

7. Aboriginal institutes may prefer to have courses and programs delivered in their communities by local instructors, including Elders. Sometimes these instructors will not have the academic credentialing the public post-secondary partner needs for the course and/or program to be recognized as accredited, ladderable and transferable. It is important that Aboriginal institute representatives feel confident about including this need in partnership agreement negotiations, as the acceptance and honouring of the input of Elders and community members is crucial for the success of programming.

## 2.3 The Content of Partnership Agreements

No agreement can account for every difficulty and/or change in circumstance. It is important to determine early in the process what steps will be used for regular review of the agreements, to ensure that both Parties discuss what works, what does not work, and what parts of the agreement have not been implemented.

The following suggestions are offered in regard to the actual content of agreements. Examples of wording are attached in Appendices 2 and 3 of this document.

1. An agreement should be perceived as a Living Agreement, subject to change with mutual consent. It is important to determine early in the process what steps will be used for regular review of the agreements, to ensure that both Parties discuss what works, what does not work, and what parts of the agreement have not been implemented. It is recommended to include an opt out clause (refer to definition).



## Living Agreements

**Living Agreements** refer to the portion(s) of any agreement that parties agree to revise, amend, delete and/or enhance to reflect the changing dynamics of the partnership arrangement and circumstances. In this sense, such portions are organic in nature. There are, of course, portions of any agreement which parties agree are non-negotiable and inflexible, and hence do not reflect “living” components. In a study commissioned by IAHLA, UVic and NVIT in 2008 (Ormiston and Engen, 2008), three principles of Living Agreements were discussed.

1. Living Agreements must include and build upon cultural respect as the foundation for each partnership. Cultural respect depends upon a true recognition of the importance of incorporating Aboriginal values and cultures into course planning and delivery.
2. The Agreements must be flexible enough to allow for change, in order to be responsive to evolving policies, organizational changes, program requirement changes, and, most especially, community needs. In this case, “living” means always growing and adapting.
3. Living Agreements must be built upon the premises of equality and reciprocal capacity building. It is critical that partners be fully recognized for what they bring to the relationships, including recognition that Aboriginal institutes contribute significant expertise in terms of Aboriginal protocols, knowledge, effective student support, as well as community-connectedness and experience in curriculum adaptation and respectful research.

2. Partnership agreements should be prefaced by the mandates and mission statements of both partners to establish the tone and intent of the agreement.
3. Nearly all agreements will include legal language describing public liability, indemnification, and third party liability. These clauses are usually for the protection of public institutions. Examples include clauses that do the following.
  - Protect the interests and rights of the parties
  - Protect student information in accordance with the BC Freedom of Information and Protection of Privacy Act
  - Establish adherence to human rights policy.
  - Establish whether or not agreements are superseded by previous agreements
  - Describe copyright restrictions





- Define student
  - Define aspects of confidentiality
  - Describe dispute resolution processes
4. Agreements can include guiding principles that focus on the nature of the relationship, such as mutual respect, open communications, cultural sensitivity, and taking a collaborative approach to decision-making and problem solving. It may also be useful to include guiding principles related to inclusion of Indigenous Knowledge and approaches in program development and delivery, such as: respecting traditional cultural knowledge; building a holistic approach to land, resources and people; supporting Aboriginal self-government and community control of education; and addressing local community needs by involving the whole community in lifelong learning (Hunt-Jinnouchi, 2008).
  5. Most agreements clearly state what each party agrees to provide. These responsibilities might include: lists of appropriate accredited programs and courses, course outlines, curriculum information, resource lists, evaluation policies and tools, instructional advice. Agreements also often specify responsibilities around the use of public facilities (library cards, library services, etc.). Most agreements contain statements related to the roles and responsibilities of the partners. These commitments usually include things such as marketing, recruiting, collecting registration fees, counselling, supporting students, reporting, and the overall administration and management of the program(s). If a requirement for site visits from public institutions to the Aboriginal partner is made mandatory, the agreement should indicate who will cover the associated costs.
  6. The language in the agreement needs to clearly emphasize the accountability of each partner. Include language in the agreement regarding possible recourse if a partner does not meet its commitments.
  7. Consider including in the agreement an interim and end of delivery evaluation mechanism. The evaluation mechanisms would include the dates for the evaluation(s), the process to be undertaken, and dispute resolution processes.
  8. Of particular importance is the issue of FTE sharing. FTE sharing refers to which partner is able to count the FTEs that fall under a partnership arrangement. It is important to negotiate an agreement that will give the Aboriginal institute a share of the FTEs generated under the partnership arrangement. However, in agreements with Aboriginal institutes, most public post-secondary institutions will find this arrangement a new change, and initially there may be resistance to the idea of sharing FTEs. In spite of that resistance, this issue should be non-negotiable, and the community/institute has the right to explore other avenues if FTE sharing cannot be resolved appropriately. If doubts exist, Aboriginal institutes are encouraged to seek all advice regarding proposed language.



***Agreements must clearly indicate whether they are to be reviewed annually or as required by either partner. Funding agencies may require a copy of an up-to-date agreement, in which case the funding agency must be able to identify easily whether the agreement is current. If agreements are for multiple year terms, the commitments included can be subject to funding availability, to avoid any difficulties in meeting contractual obligations.***

***It is important to clarify that ownership of all materials is to remain with the appropriate First Nation or organization is critical to any agreement.***

***Agreements should also indicate that all ownership, copyright, research and information sharing protocols of the Nation will be fully respected and followed. In addition, the following information is provided for further details regarding this issue.***

In addition, FTEs for the public institution are linked to their funding arrangements with the province. An Aboriginal institute/community may want to negotiate reciprocal funding based on the number of FTEs that are generated by the partnership.

9. The agreement should indicate the term or explicit timeline. Existing agreements have terms ranging from one to five years, although the majority of agreements are signed and reviewed on a year-to-year basis. The timeline also should identify a schedule for mutual evaluation of the agreement, subject to funding availability.

## 2.4 Ownership and Copyright Issues

An issue of particular importance for Aboriginal institutes relates to ownership and copyright. Aboriginal institutes should clearly define the terms of the use and ownership of knowledge and documents that relate to their language, culture and traditions.

### ***What ownership means***

In any arrangement involving Aboriginal-public partnership agreements, the issue of who “owns” the basic materials, processes and methodologies included in courses and programs is critical.

Aboriginal peoples have consistently asserted the need to respect their self-determination regarding ownership and sharing of their Indigenous knowledge. Indigenous knowledge must not be appropriated, stolen or commodified. Indigenous protocols must be respected and practiced authentically.

“Ownership” of material may mean different things at the public post-secondary and at the community level. Within a public post-secondary context, it often means the physical ownership of materials and resources by the person(s) or organization(s) that collects and gathers such materials or resources, interprets or uses it, and disseminates it in some fashion (even if in a limited context; say, within the confines of archival storage). No one else can use such materials unless they acknowledge the ownership of the materials, which often requires written



permission from the owner of the materials and perhaps an exchange of money for the use of such information or resources.

Within an Aboriginal context, it is more useful to think of stewardship, which is an extension of traditional knowledge and world views. Stewardship refers to the process of protecting, directing or guiding resources or information of the family or larger community. To share information or resources involves following protocols, particularly if the users of the information or resources come from outside the family or community structure. For example, in some First Nations communities, if accessing information from an Elder or steward of information, often an exchange of a gift – such as tobacco or a blanket – is involved. Each person, family or community will possess its own unique protocols. For this reason it may be useful to develop a cultural research protocol to protect Indigenous knowledge<sup>3</sup>.

## 2.5 Procedures/Processes for Articulation

Each public institution will have its own articulation process, and this process should be discussed during the initial stages of negotiating an agreement. Courses developed by Aboriginal institutes can be accredited by a public institution, but Aboriginal institutes must be aware that some public institutions may have costs or fees associated with accrediting courses or programs. The following is a policy for the articulation of individual courses at the Nicola Valley Institute of Technology (NVIT). It provides an example of the issues for a public institution when entering into program development.

- A. Each course approved by NVIT's Education Council will be assigned a unique number.
- B. All new or revised courses and programs which are being submitted for Education Council consideration and approval must indicate that NVIT Library Services have been consulted.
- C. Course outlines need to be completed as stated in the Directions for using the recommended course outline template that was approved by Education Council.
- D. Course Outline File: All NVIT course outlines are to be kept on file in the offices of the Academic Dean, Records & Registration & the Education Council.
- E. Effective September 1, 1999, all courses offered by NVIT must have Education Council approval.
- F. The Education Council will set curriculum content for courses leading to certificates, diplomas or degrees.

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<sup>3</sup> Helitsuk Nation has a clearly defined research policy that identifies procedure and protocols.

**Procedures:**

1. Department Heads in consultation with Advisory Group, Academic Dean or other groups should plan changes.
2. Document the changes with rationale for changes.
3. Submissions to Education Council must contain the following:
  - Course outline
  - Curriculum content
  - Instructor qualification
  - Contact hours
  - Suggestion for Credits
  - Evaluation procedures for course
  - Pre-requisites to course/program

Education Council will take the necessary time in order to evaluate the proposal, so immediate approval (2 – 4 weeks) is not to be expected.

## 2.6 Financial Considerations for Partnership Agreements

The following tips are offered in regard to financial considerations.

- Recognize the importance of payment schedules and deadline considerations for Band funding, student funding, partnership funding, etc.
- Establish the financial value of resources and responsibilities in partnership agreements (i.e. legal fees, registration, marketing and recruitment, library usage, student services and related support, facility use, instructor wages, Elder honoraria/wages, admin coordination etc.). In-kind contributions are another important factor to acknowledge in agreements, as Aboriginal institutes often contribute significant in-kind resources and expertise.
- Review the financial value of the roles and responsibilities of each partner to ensure the partnership arrangements are equitably balanced.
- Aboriginal institutes should keep in mind their ability to negotiate and retain tuition and service fees. It is possible to negotiate payment for services that the Aboriginal institute will be providing, such as facilities, Elder contributions, other in-kind contributions, etc.
- Ceremonies, such as graduation ceremonies may be included in the Agreement.



- It is important for all partners to carefully review and negotiate all ancillary fees and to ensure that Aboriginal communities and students are not being charged fees for services that they cannot feasibly use. For example, institutes should not be charged bus pass, athletic, on-campus daycare fees, etc. for students who will remain living in their home communities and cannot make use of those services. Note each public post-secondary institution has its own 'opt-out' forms. Contact the public post-secondary institution for the forms.
- The public partner should not require the Aboriginal institute/community to pay for the cost of the development of the agreement or the signing of the agreement. Aboriginal institutes/communities may want to consider applying to the Indian Studies Support Committee (ISSP) for Developmental Project funding to cover the costs to the institute/community for travel and meetings to develop the partnership.

## 2.7 Faculty and Unions

### 2.7.1 Faculty

Each public institution will have its own Faculty Agreement or policies, which outlines the credential, (most often a masters or PhD) and experience required for the teaching faculty for each course or program. Faculty Agreements also often outline that instructors must be a member of the faculty union.

During your negotiations, it would be appropriate to request that any community member who has the required credentials be considered as the instructor and given exemption from the union membership criteria, if required. In fact, facilitating the teaching of a course by a community member can reduce delivery costs by eliminating travel and accommodation expenses and also ensures that community members are able to act as role models and relate directly to the learners. Alternatively, the public partner may be able to create an opportunity for an Elder or community member with appropriate credentials to co-teach a course. If this is the case, adequate remuneration should be included in the agreement.

Below is sample wording from a public post-secondary institution agreement.

#### Instructor Qualifications

The required instructor qualification for courses and/or programs to be transferable or ladderable to baccalaureate degree programs is, at a minimum, a master's degree, or equivalent, in the discipline or a closely related area.



This criterion is essential for the transferability of public post-secondary credit courses to other post-secondary institutions within the province of British Columbia. Some public post-secondary institutions support the hiring of local personnel within these guidelines.

Instructors, from within a community or Nation where a class or program is delivered, may be utilized providing they meet the teaching requirements of the public post-secondary institution.

### *2.7.2 Collective Agreements and Bargaining*

Other issues that Aboriginal institutes should consider clarifying with the public institution partner include the following.

- What are the lines of communication between the instructor, the community and the public institute?
- How will the Aboriginal institute/community orient the instructor to the institute and to protocols?
- How will negotiations be dealt with in the case where there is a concern with the instructor or delivery?
- What can the Aboriginal institute/community expect from the instructor in terms of day-to-day communications and interaction with the Aboriginal institute?
- Should the Aboriginal institutes develop a code of ethics for all instructors working in their communities?
- Will the Aboriginal institute/community be given an opportunity to review the resume of the instructor? Will the Aboriginal institute/community be part of the hiring panel? Will the instructor have a current Criminal Record Check?
- Will the Aboriginal institute/community have an opportunity to evaluate the performance of the faculty member?
- What will happen to a course/program delivery in the event of a union action? Remember, funders often have timelines for delivery and if the delivery is interrupted due to a union strike, the students may not be able to finish their studies within the timeframe.



# Appendix One

## Useful Definitions

### 1. Definitions of Relevant Organizations

**Aboriginal Post-Secondary Institutes:** there is no single definition of the term Aboriginal post-secondary institute. For the purpose of this paper, the term is defined according to the policy background paper developed by the First Nations Education Steering Committee in consultation with the Indigenous Adult and Higher Learning Association (FNESC, 2008): not-for-profit, post-secondary centres that are governed by an Aboriginal-controlled Board or Chief and Council. Such centres offer a range of programs and services that are not easily categorized. In this policy paper the term Aboriginal institute does not include for-profit education agencies that are not directly controlled by an Aboriginal governing agency.

**The Indian Studies Support Program (ISSP):** a funding initiative of Indian and Northern Affairs Canada (INAC). In BC, ISSP funding is managed through a cooperative arrangement between INAC and a committee of representatives who have expertise in Aboriginal post-secondary education. To be eligible for ISSP funding, programs must be transferable within the public post-secondary system, meaning that ISSP funded programs must be offered in partnership with a public post-secondary institution, thereby ensuring that students have mobility within the post-secondary system.

**The Indigenous Adult and Higher Learning Association:** Formed in 2003, the Indigenous Adult and Higher Learning Association (IAHLA) is the representative organization for a wide variety of Aboriginal controlled adult and post-secondary educational institutes across BC. The Association reflects a belief that working together can help Aboriginal institutes in developing accredited courses and programs that offer adult students the opportunity to graduate in their own community with recognized certificates, diplomas, and degrees. IAHLA is committed to undertaking research and supporting communication and coordination among Aboriginal institutes. At the direction of its members, IAHLA also represents Aboriginal institutes in presentations and negotiations with provincial and federal government agencies.

**Private Post-Secondary Institutions:** include non-profit or for-profit institutions, which are only required to register with the Private Career Training Institutions Agency (PCTIA) if they meet the requirements outlined in the definition of a private career training institute. Private post-secondary institutions offer programs of study in such areas as aviation, business and computer training, hospitality and tourism, hairdressing and English as a Second Language. Private post-secondary institutions can also offer degrees in BC under the Degree Authorization Act, and





must apply to the Degree Quality Assessment Board for approval to grant degrees or use the word “university.”

**Non-Profit or Not-for-Profits:** include voluntary associations, foundations, civic groups, professional associations, universities, and other groups.

**For-Profit:** include product or service industries which operate in order to produce a profit.

**Private Career Training Institutes:** include institutes that fall under the Private Career Training Institutions Act (Bill 52) and provide training or instruction in the skill and knowledge required for employment in an occupation defined in the regulations. The act defines the programs which must be registered with the PCITA as follows:

- (a) for which the tuition charged is greater than or equal to the prescribed minimum amount, and
- (b) for which the instructional time is greater than or equal to the prescribed minimum duration,
- but does not include training or instruction that
- (c) is provided by:
  - (i) a school as defined in the School Act,
  - (ii) a francophone education authority as defined in the School Act,
  - (iii) an independent school, as defined in the Independent School Act, other than an independent school that offers:
    - (A) courses for which high school graduation is a prerequisite, or
    - (B) job training courses that are not part of or ancillary to the requirements for high school graduation to persons 17 years of age or older,
  - (iv) an institution established under the University Act, the Royal Roads University Act, the College and Institute Act, the Institute of Technology Act or the Open Learning Agency Act,
  - (v) an institution that is authorized by a consent under the Degree Authorization Act and offers only degree programs to which the consent applies,
  - (vi) an institution established under an Act and authorized under that Act to offer academic degrees, or
  - (vii) a professional organization established by an Act, if the training or instruction is part of professional requirements or is provided for professional development,
- (d) is provided by a post-secondary institution established in Canada that is
  - (i) funded in whole or in part by the government of Canada or of a province, and
  - (ii) a public institution designated by the registrar for the purpose of this paragraph, or
- (e) is excluded by regulation.

**Public Post-Secondary Institutions:** are funded by the Provincial Government to offer post-secondary programming. These institutions include colleges, institutes, special purpose, teaching universities, and universities as defined under the College and Institute Act, the



University Act, Open Learning Agency Act, and the Royal Roads University Act, and the Institute of Technology Act.

## 2. Agreement Language

**Aboriginal:** Indigenous people of Canada, including First Nations people (Status and Non-Status), Métis and Inuit people. The Canadian Constitution indicates that "Aboriginal peoples of Canada" includes the Indian, Inuit and Métis peoples of Canada.

**Accredited programs/courses:** courses or programs that have received recognition by a public post-secondary institution as resulting in credits being attached to a student's transcripts for courses/programs already taken at the same institution or at another institution. It is important to recognize that an accredited course or program at one institution may not receive the same accreditation or transferability (a student who has taken the first two years of business administration may not receive a full two years of transferable credit if he/she enters a degree program at the third and fourth year in English Literature, for example) at its own or at other public post-secondary institution. For example, an institution may offer a diploma in a particular Aboriginal language that may receive transferability to another institution as a program in linguistic studies. And sometimes a student taking an accredited course or program at one institution may not receive any accreditation or transferability for that course or program at another institution, particularly if there is no equivalent or similar course or program offered by the receiving institution.

**Apprenticeship:** a structured system of supervised training leading to certification in a designated trade, occupation or craft. It is a systematic 2-4 year program of on-the-job training supplemented by in-school instruction lasting from 4 to 10 weeks per year, depending on the trade. Students must be employed in a trade area and become registered through their employer in order to be eligible for this type of training. The process of becoming enrolled as a formal apprentice is called the "indentureship" process. Once indentured, an apprentice can expect to earn 50% of a journeyperson's wage, with yearly incremental increases over the duration of the apprenticeship term. Unionized employees who are apprentices may receive different amounts according to guidelines outlined within their collective agreements.

**Articulation:** the process whereby a particular course or program receives accreditation by an institution. The BC Council on Admissions and Transfer (BCCAT) indicates that "through the process of articulation, institutions assess learning acquired elsewhere, in order that credit towards their own credentials may be provided" (Finola, 2005). Each public post-secondary institution has a methodology whereby these suggested courses and/or programs are reviewed by an internal group of staff and faculty. Learning outcomes, course outlines, instructor qualifications, assessment procedures, number of suggested credit hours, suggested texts and other issues are discussed by this internal group. Courses and programs often are amended to meet the academic and administrative requirements that a public post-secondary institution



asks of all of its accredited programming. A typical articulation process is illustrated elsewhere in this Toolkit, but the reader must keep in mind that each institution has different ways of doing this.

**Block transfer:** involves the transferability of either several courses or an entire program of study from one institution to another. For a student, this means that rather than having each of his or her courses in a particular program assessed by another public post-secondary institution (and perhaps not receiving credits for some of the course work already completed by the student), he or she will be granted the accreditation for all of the courses listed in the block transfer agreement. In other words, block transfer is the process whereby a block of credits is granted to students who have successfully completed a certificate, diploma or cluster of courses that is recognized as having an academic wholeness or integrity, and that can be related meaningfully to a degree program or other credential (Finola, 2005)

**Certificate, diploma and degree programs:** while the number of recognized credits may vary at each level, generally speaking, a certificate is recognized as equivalent to the successful completion of one year of studies in a particular program at an institution. A diploma is generally recognized as the successful completion of two years of studies in a particular program at an institution. A degree is generally recognized as four years of study at an institution, with at least the third and fourth year of studies devoted to acquiring a certain amount of courses in a particular area of study. Successful completion of certificates, diplomas and degrees all result in an institution granting recognition of those programs

**Credit Unit:** the unit(s) of learning used to assign academic credit for a course, such as Economics 100 (1.5 units at UVic or 3.0 units at NVIT). An English first-year university-level course might count for 3 credit hours. Note that science and computer courses often have a two-for-one process in counting formal lab hours. For example, a science course may consist of 45 classroom hours AND 45 hours of lab time. The classroom portions of the science course may count for 3 credits on a student's transcript, while the lab parts of the course may count for 1.5 credit hours, although here the same number of hours apply to both parts of the science course.

**Full-Time Equivalency (FTE):** Student FTEs represent full-time and part-time enrolments, converted to represent the number of students carrying a full-time course load. One student whose course load is equal to the normal full-time number of credits or hours required in an academic year for normal progression in a recognized program would generate 1.0 Student FTE. A Student FTE represents the instructional activity (course registrations) of one student completing all the requirements of a full-time program in a period that extends over one normal academic year. The enrolments of students with less than full-time course loads are converted to Student FTEs. *Example:* A student taking a normal full-time course load in one year would be 1.0 Student FTE. A student taking one-half of the normal program course load in one year would be 0.5 Student FTE.



For the purpose of this Toolkit, an FTE is a measure of total student enrolment by program. FTEs are reported on a fiscal year basis. Given that class hours differ from course to course and program to program, calculations of FTEs are not the same as number of hours in a course. For example, an English first-year university level course might involve 45 classroom hours inclusive of exams, while an English Adult Basic Education course might involve up to 90 classroom hours inclusive of exams.

**Laddering:** a course or program that is recognized by and leads into further studies. For example, taking two years of Business Administration at the Nicola Valley Institute of Technology may be recognized as ladderable into the third and fourth years of a Bachelors Degree in Business at the University of British Columbia. Students would then not be required to go to UBC and repeat the first two years of a Business Degree program.

**Partnership:** refers to any informal or formal agreement between two or more parties for the mutual benefit of everyone involved.

**Post-secondary education or training:** means education or training, funded by the government that is provided under the University Act, the BC Colleges Act, or the Industry Training Authority Act.

**Prior Learning Assessment:** refers to the assessment of what a student can demonstrate that he/she knows, or is able to do. The learning may have been acquired in informal or non-formal settings, such as work experience or on-the-job training or personal study, and the assessment is carried out by a qualified assessor (Finola, 2005)

**Reciprocal Tuition:** this term is used to refer to the type of negotiation that some Aboriginal institutes outline in their Memorandum of Agreement (MoA). The agreement with the Aboriginal institute and the public post-secondary institution (PPSI) would be:

1. The Aboriginal institute registers and collects tuition;
2. The tuition is forwarded to the PPSI and the PPSI retains a small, negotiated administration cost and the remainder is forwarded to the Aboriginal institute;
3. The PPSI counts the FTE's; this manner of agreement allows the Aboriginal institute to deliver their programs with a relatively secure funding base;
4. The reciprocal tuition is over and above the amount paid to the PPSI for instructor/delivery costs, but is used by the Aboriginal institute to help fund instructor/delivery costs;
5. Some BC public post-secondary institutions provide an 80 to 100 percent tuition reciprocal to their Aboriginal institute partner; and
6. Aboriginal institutes can negotiate the Course Development Cost to be covered by the PPSI partner, in addition to the reciprocal tuition.



**Red Seal Certification:** is a Canada-wide certification process that encourages standardization of provincial and territorial apprenticeship training and certification programs. The "Red Seal" allows qualified tradespersons to practice their trade in any province or territory in Canada where the trade is required to have certified workers, without having to write further examinations. To date, there are 44 trades included in the Red Seal Program on a national basis.

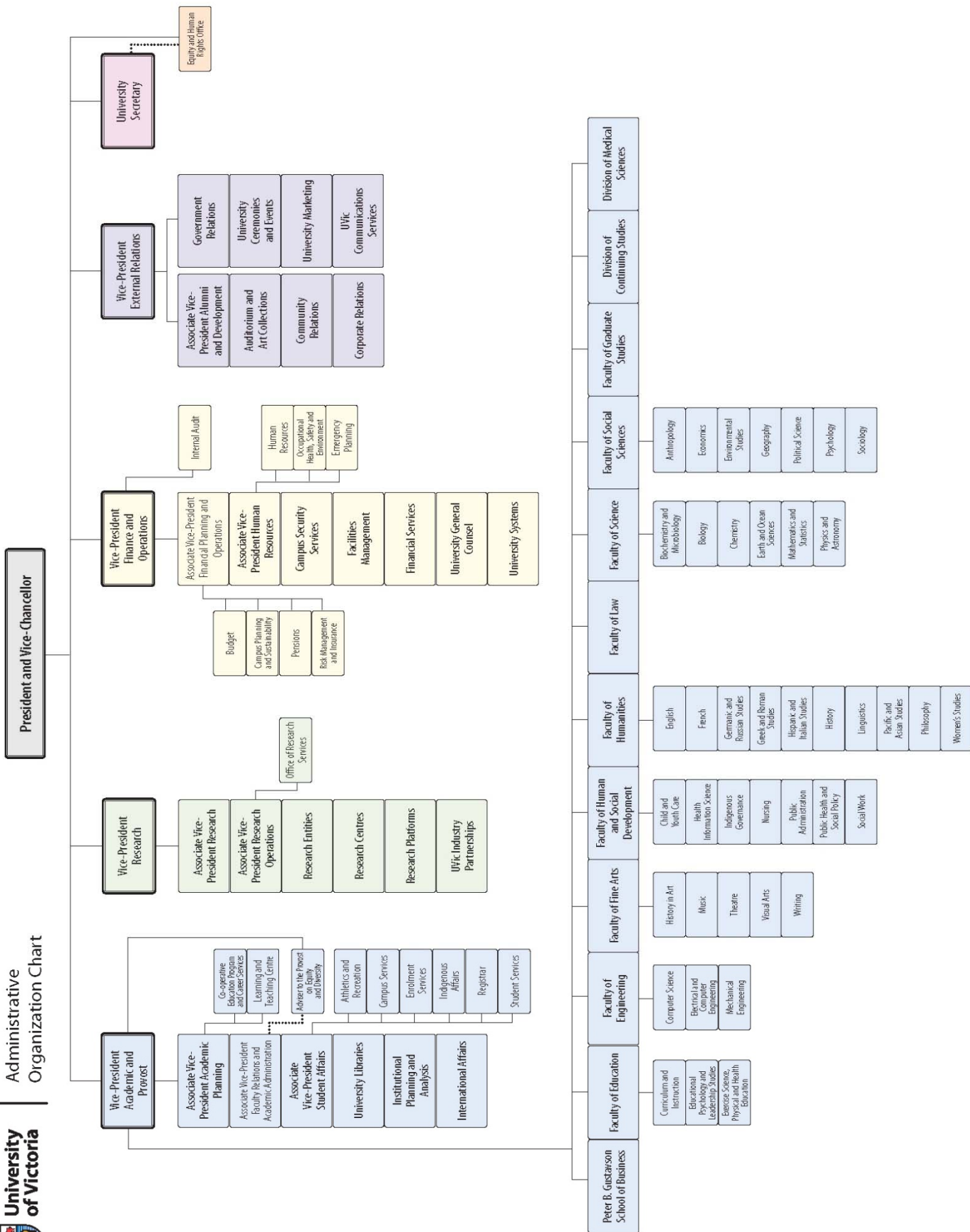
**Transferable credit:** associated closely with ladderability, a transferable credit is a unit of study that is recognized as having its equivalent in another program of study at the same public Post-Secondary institution, or at another public Post-Secondary institution. The University of Victoria's calendar defines it as "Credit for courses taken elsewhere at the post-secondary level." Many courses and programs of study offered in the private sector are not recognized as transferable in the Public Post-Secondary Institutes. For example, many communities have workshops in treatment or health care issues offered by consultants that are not recognized by a public Post-Secondary institution.



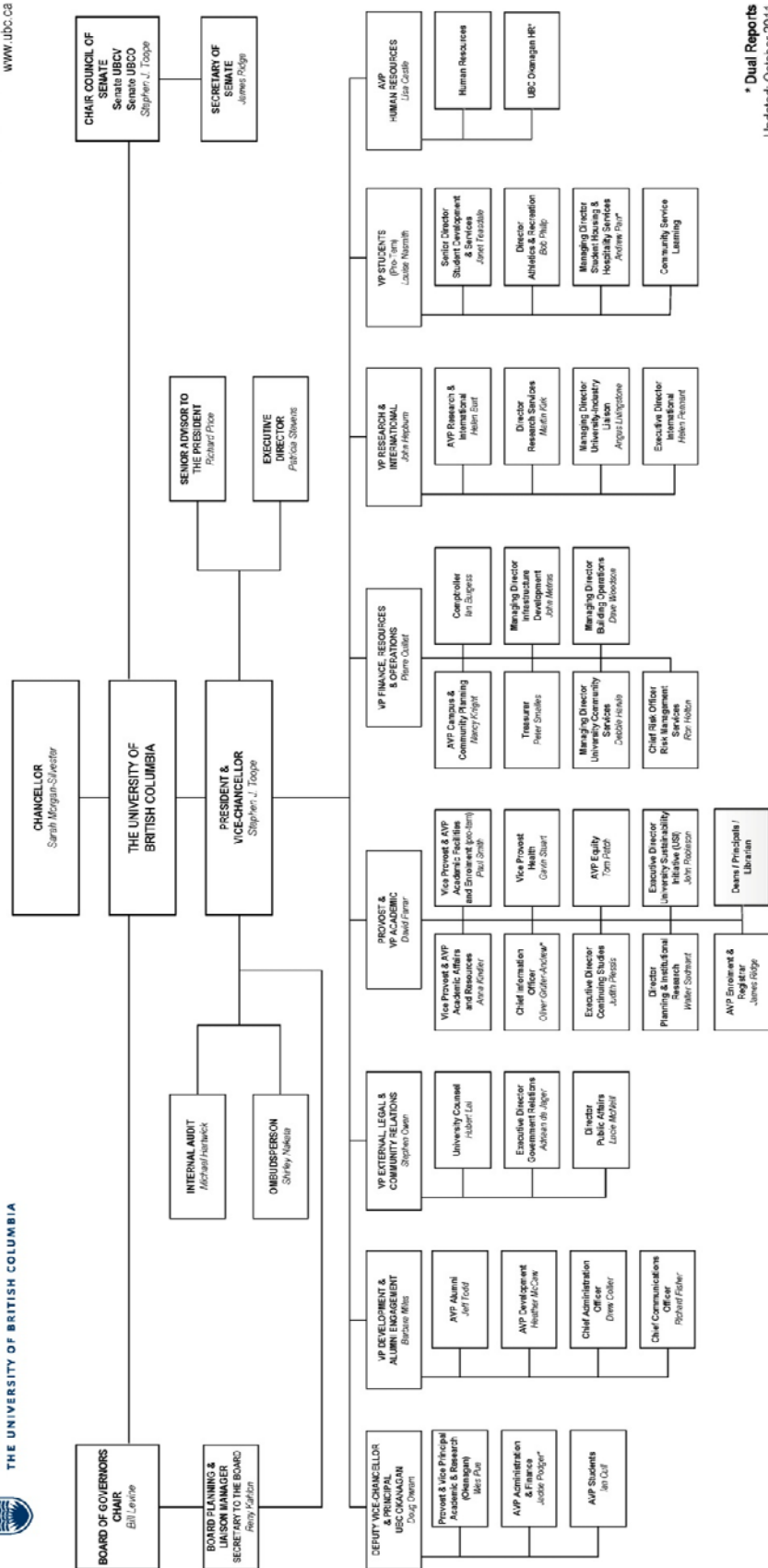
## *Appendix Two:*

# Sample Organizational Charts

The following organizational charts are offered as samples only. They are intended to demonstrate the complexity of public post-secondary education institutions, and the distinction between the academic departments and continuing education departments.



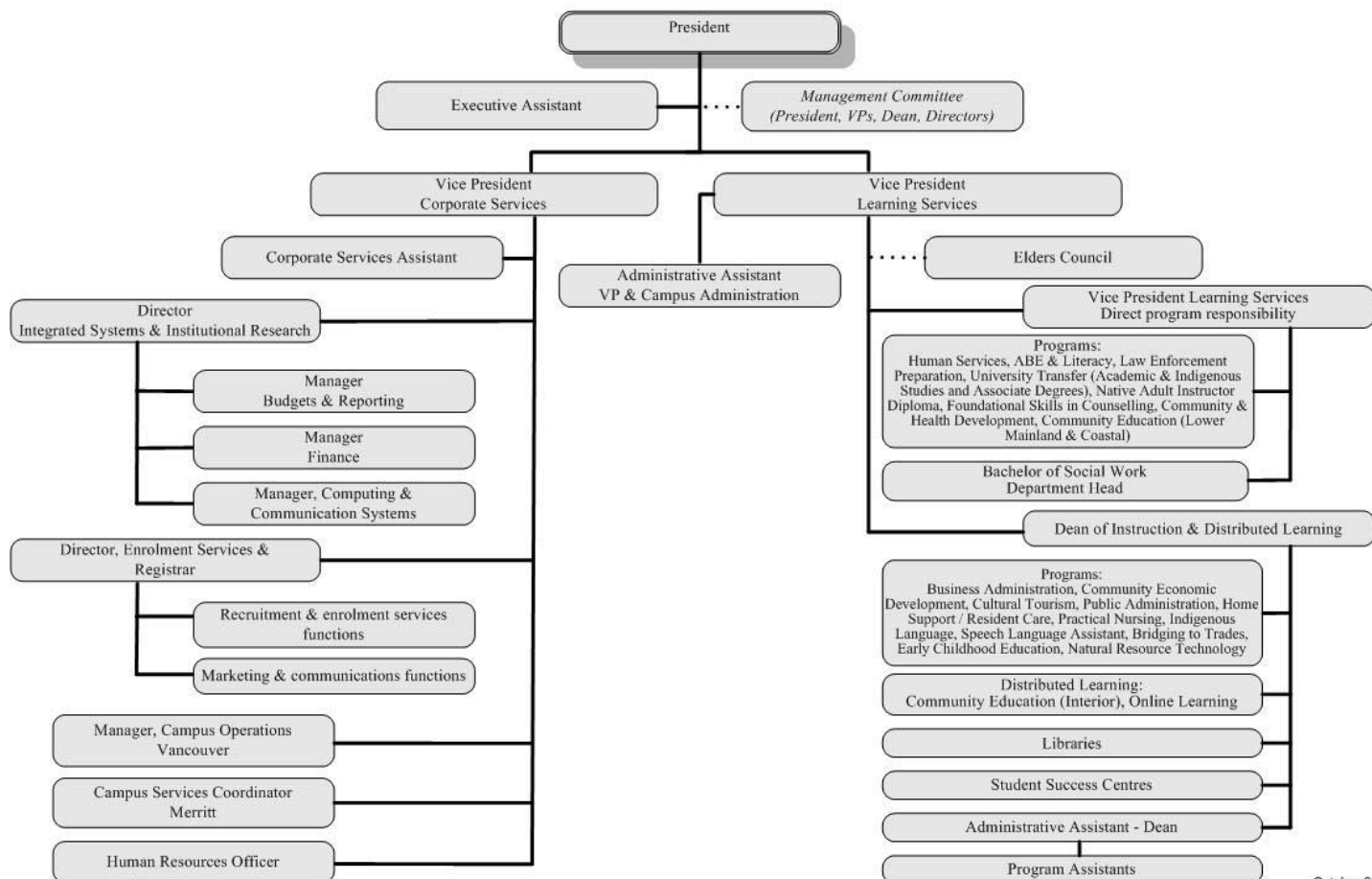




\* Dual Reports  
Updated: October 2011



NVIT Elders Council  
Ambassadors - Grandparents - Good Medicine



October 2009



## Appendix Three:

# Suggested Language for Agreements

The following suggested agreement template and language is based upon the NVIT model for partnership language. Aboriginal institutes are welcome to use this framework to assist them in developing a comprehensive agreement. While agreements can and should be reviewed and revised over time, a strong agreement forged early in the partnership lays the foundation for a strong and sustainable collaboration.

This template model is meant as the starting point for discussions. Each party to the agreement should feel free to combine, change, add, amend or delete portions of the template to suit their particular needs.

I. General Information (often introductory)	Suggested Language for Discussion
General statement of the agreement's purpose	The purpose of this affiliation agreement is to provide an opportunity for _____ (name of Aboriginal institute) students to complete a course (s) or program (specify course name and number and/or name of program) offered by and articulated through _____ (name of public institution).
Partners' affiliation and legal status	<p>_____ (name of Aboriginal institute) is situated at _____ (identify specific location). _____ (name of Aboriginal institute) is certified by _____ to provide Post-Secondary education programs customized the meet the unique learning needs of all learners.</p> <p>_____ (name of public institution) is situated at _____ (identify specific location). _____ (name of public institution) has a mandate under the College and Institute Act of British Columbia to provide Post-Secondary education programs.</p> <p>The (name of public institution) executive members must have a presence in the community for community ceremonies and key functions. Presence of partnership members in community or academic settings shouldn't be just program specific.</p> <p>The implementation of this agreement will be guided by the following principles:</p>



	<p>The relationship between _____ (Aboriginal institute) and _____ (public institution) will be characterized by mutual respect, open communication, cultural sensitivity and a collaborative approach to decision-making and problem solving.</p> <p>A close association of programs, instructors and students at the two entities will be one of the goals, while respecting and maintaining the uniqueness of each institution.</p>
Contractual period	The agreement will be in effect from _____ to _____, but can be terminated by either party as per the provisions below, and may be renewed by mutual agreement.
Contract amendments, renewal, and termination procedures	Notwithstanding the provisions of A, above, _____ (Aboriginal institute) and _____ (public institution) both reserve the right to terminate this agreement with 90 days notice for any reason, including funding cutbacks or other unforeseen circumstances occurring that would not allow the practical delivery of the courses at _____.
Role of each partner's decision-making bodies in the contractual development and approval process	<p>_____ (public institution) agrees to build on and support the capacity and ongoing development of _____ (Aboriginal institute) by developing, reviewing, negotiating and assessing articulation agreements and will conclude transfer agreements with _____ (Aboriginal institute) for post-secondary certificate and diploma programs to ensure the _____ (Aboriginal institute) students' credits earned are approved towards appropriate credentials at _____ (public institution).</p> <p>Where necessary, _____ (public institution) agrees that the _____ (Aboriginal institute) course (s) and/or programs will be articulated through and approved by _____ (public institution)'s appropriate governing processes to be delivered at _____ (Aboriginal institute). This may include the Education Council, Board of Governors and/or the Senate.</p>
Compliance with provincial regulations and policies	<p>Credential Designation: The credential awarded by _____ (public institution) to _____ (Aboriginal institute) students graduating from the course (s) and/or _____ (name of program) will meet that public institution's educational requirements as established by its governing bodies.</p> <p>Grading: _____ (public institution)'s grading policy will apply.</p> <p>Academic Policies: _____ (public institution)'s academic policies will apply to (Aboriginal institute) students.</p> <p>Confidentiality: Partners acknowledge that student information gathered as a</p>



	result of this agreement shall remain confidential and subject to the provisions of the Freedom of Information and Protection of Privacy Act.
Ownership of Educational Materials	<p>_____ (Aboriginal institute) Programs: _____ (Aboriginal institute) will have ownership, control, possession and access of all curriculums, course outlines, resource material, and other such items that are developed by _____ (Aboriginal institute) resources. Such programs and courses will be delivered only with _____ (Aboriginal institute)'s prior approval. _____ (public institution) will require prior approval for use of the curriculum.</p> <p>Similarly, all curriculum, course outlines, and supporting resource materials provided by _____ (public institution) or developed from _____ (public institution) resources are under _____ (public institution)'s jurisdiction and may not be used by _____ (Aboriginal institute) unless specific prior approval is obtained from _____ (public institution).</p>
Signatures of key parties and date of signing (usually at the end of the document)	Identify specific names and titles of all signatories.
<b>II. Partnership Services</b>	<b>Suggested Language for Discussion</b>
Location of services	The course (s) and/or program will be delivered at _____ (identify exact location and name of learning centre)
Each partner's role in service delivery: conferences, meetings, recordkeeping, transportation, supervision, oversight	_____ (Institute) will provide classrooms and all support to students in the course or program.
Staff and instructors assigned to support the partnership; which entity/partner employs and supervises which	_____ (Aboriginal institute) will delegate one instructor who will provide academic and administrative leadership to the program. The delegate will attend (in person or by teleconference) department meetings as held by _____ (public institution). The delegate will perform the major collaboration and liaison role between the programs, Registration and Records departments, and any other areas agreed upon by both parties. In



staff and instructors	<p>addition, the delegate will coordinate an ongoing review of the affiliation agreement.</p> <p>_____ (public institution) will designate one instructor who will liaison between _____ (public institution) and _____ (Aboriginal institute). The delegate will perform the major collaboration and liaison role between the programs, Registration and Records departments, and any other areas agreed upon by both parties. In addition, the delegate will coordinate an ongoing review of the affiliation agreement.</p>
Responsibilities of each partner's staff and instructors	<p>Each staff member and faculty involved in the delivery of this agreement must make themselves aware of all relevant policies, procedures and processes that are to be used in the implementation stage. Relevant information pertaining to the public Post-Secondary institution in this regards is to be found in the institution's publicized calendar or on its website. Relevant information includes, but is not limited to, the following:</p> <ul style="list-style-type: none"> <li>• Course syllabi and outlines</li> <li>• Academic grading procedures</li> <li>• Academic appeals</li> <li>• Safety procedures</li> <li>• Available library, Internet and e-library resources</li> <li>• Responsibility of instructors</li> </ul>
Staff and instructors schedules	<p>At least once each academic year, a joint meeting of designated instructors will be held as identified in the articles above. The meetings may be held by teleconference.</p>
Supervision procedures	<p>The institutes will work together to ensure all staff and faculty involved with students in the delivery of courses and programs in this agreement are fully aware of the requirements of the course and program, reporting and grading procedures to be followed, and any applicable Academic policies and services to assist students.</p>
Staff and instructors qualification requirements	<p>Instructor qualifications at _____ (public institution) will be at levels that ensure the external transferability, accreditation, certification, and/or recognition (as applicable) of the institution's courses and programs. The norms of the B.C. transfer system require that instructors who teach university transfer material should, at a minimum, possess a master's degree, or equivalent, in the discipline, or in a closely related area.</p> <p>For all _____ (public institution) courses or programs not transferable or ladderable to a baccalaureate degree program, a master's degree, or equivalent, in the discipline or a closely related area is the preferred qualification. In the absence of such certification, the instructor must possess</p>



	<p>at least one of the following qualifications, as applicable to the course and/or program to be instructed:</p> <ul style="list-style-type: none"> <li>a. Adult Basic Education courses: British Columbia (or equivalent) teaching certification for the high school level with “teachable subject” recognition for the subject to be taught, or a baccalaureate degree with at least a minor in the subject to be taught</li> <li>b. Trades and Apprenticeship courses: British Columbia or “Red Seal” journey person certification in the trade to be taught</li> <li>c. Professional or similarly certified/recognized courses or programs: a relevant baccalaureate degree in combination with related professional or similar certification, e.g., CA, CGA, CMA, RN, LPN, RPF</li> </ul> <p>For the purposes of this agreement, the partners will occasionally find themselves in the position of having to hire academically under-qualified instructors. This may include Elders and/or language instructors. In this instance the partners may hire a temporary instructor (not to a regular position) to teach a course transferable or ladderable to a baccalaureate program without a master's degree, provided he/she teaches "under the auspices" of a qualified articulating instructor. The reference to the "articulating instructor" is to a regular instructor at the public institution, who has the appropriate academic qualifications in the field, and "under the auspices" means that he/she will check the course outline, approve the final exam, and mentor or supervise the under-qualified instructor in appropriate ways.</p>
Instructors selection procedures	<p>Selection of Instructors: All instructors teaching a course(s) at _____(Aboriginal institute) under this agreement will meet _____(public institution) academic qualifications.</p> <p>_____ (public Post-Secondary institution) will advertise relevant instructor positions and involve designated individuals from _____(Aboriginal institute) in making the final selection. Upon approval of instructors recommended by _____, _____(Aboriginal institute) will employ them to teach in the course or program.</p> <p>The institutes will agree as to the cost of instruction.</p>
Regular appraisal procedures	<p>Evaluation of Courses and Instructors: All program courses and instructors will be evaluated according to _____(public institution)’s common evaluation policy. _____(Aboriginal institute) will have input into the evaluation of instructors.</p>



III. Fiscal/Resources	Suggested Language for Discussion
Funding and resource commitment of each partner	<p>Financial Arrangements: Each Program or course between the partners will be negotiated with a separate financial arrangement called Schedule A.</p> <p>Designated representatives of each party shall develop protocol strategies and policies to ensure necessary information is shared properly.</p>
Funding/resources accessed and by which partner	Library: _____(Aboriginal institute) students and instructors will have full borrowing and access privileges from _____(public institution)'s libraries (including e-library).
Ancillary Fees	_____ (Aboriginal institute) students will be exempt from ancillary fees which only benefit students attending on the _____ (public institution's) campus (including bus passes, student association fees, etc).
Payment and Resource-Sharing procedures	<p>_____ (Institute) will collect all tuition and student fees where applicable from students.</p> <p>Note that service costs may need to be waived due to off campus program delivery (i.e.: student service fees, library fees etc.). This is to be negotiated if it is an issue.</p>
Contingencies (student enrolment, registrations, etc.) required by public Post-Secondary partner for payment	Registration: _____(public institution), in collaboration with _____(Aboriginal institute) will establish separate course sections for the registration of _____(Aboriginal institute) students.
Designated responsibilities for: facilities/space, maintenance, repairs, food service, and supplies and equipment (who will retain ownership of equipment when/if the agreement ends)	
Provisions for the loss of student FTEs	





IV. Systems	Suggested Language for Discussion
<b>A. Planning and Decision-Making</b>	
Role of each party's decision-making bodies in planning and decision making	<p>Review Process: The terms of the agreement between both partners to this agreement will be reviewed by _____(month and day) of each year of the agreement.</p> <p>Recommendations for change will be put forward to each party, and the agreement of both will be required for ratification of a change.</p>
Union participation	Where any portion of this agreement impacts on the language of the Collective Agreement of the public institution, the union will be consulted.
Community and student processes	<p>Where agreed upon, students, Elders and the Aboriginal communities involved shall be consulted in the development, delivery and assessment phases of this agreement.</p> <p>Utilization of Elders in the classroom as guests and as instructors will be discussed and protocols and processes agreed upon.</p>
Collaborative, inclusive strategies involving partners' staffs, faculties, students and the community	Convocation: Graduates of _____(Aboriginal institute) will convocate at _____(Aboriginal institute)'s graduation ceremony or they may chose to join the _____(public institution) graduation ceremony.
Items needing prior approval (items a partner reserves the right to approve)	Course Outlines: Under this agreement _____(Aboriginal institute) course outlines will adhere to _____(public institution) standards, and will be forwarded when required to _____(public institution) for review and approval by _____(public institution)'s governing bodies prior to commencement of classes.
<b>B. Communications</b>	
Information exchange (training calendars, personnel policies, position openings, etc.)	
Protocols for information sharing and access to public	



Post-Secondary student resources (e.g. library, registration, counselling, etc.)	
Dispute resolution procedures	<p>Dispute Resolution: For this agreement _____(Aboriginal institute) students will adhere to and agreed upon Dispute Resolution Policy agreed upon by the Aboriginal institute and the public institution. This should include, but not be limited to, the involvement of students, Elders and the community.</p> <p>For the purposes of this agreement both parties agree to attempt to settle any dispute arising in good faith. If necessary, a dispute resolution committee will be formed, the first mandate of which will be to develop terms of reference for the dispute resolution committee.</p>
<b>C. Oversight</b>	
Ongoing observation of partnership operations, review of records, written feedback, follow-up	Advisory Committees: A Joint Affiliation Advisory Committee will consist of _____(public institution instructors) and _____(Aboriginal institute representatives) and will serve for the purpose of ensuring academic quality and course content.
<b>D. Recordkeeping and Documentation</b>	
Recruitment, enrolment applications, and intake	Support Services: Partners will define student support services on a course-by-course or program-by program basis prior to the start of the designated course(s) and/or program(s).
Student screening, assessment, outcomes	Students will be admitted to a program under the requirements specified by both partners.
Storage of records and access	All official records (transcripts, student information, etc.) as set out in the public Post-Secondary institution`s policies will be housed in the fashion determined by such policies.
Procedures for recording/tracking of services and follow-up	Registration and Reporting: designated representatives of _____(Aboriginal institute) will liaise with the _____(public institution)`s Registration office to enable the creation of records as required by _____(public institution) and the Ministry of Advanced Education and Labour Market Development for reporting purposes. _____(public



	<p>institution) will maintain official records, enrolment date, transcripts, and will incorporate the FTE's as part of its annual enrolment reporting requirement.</p> <p>_____(Aboriginal institute) will maintain an unofficial registration record of students and courses but official records and transcripts will be maintained at _____(public institution). Students requesting official transcripts must contact _____(public institution).</p>
Transfer of information, confidentiality	<p>Each institution agrees to make pertinent records and data available in a timely fashion to its partners for the effective delivery and monitoring of the course(s) or program(s) involved.</p> <p>Each institution agrees to an arrangement surrounding confidentiality that includes the Freedom of Information and Protection of Privacy Act.</p>
<b>V. General Administrative Elements</b>	<b>Suggested Language for Discussion</b>
Designated contact person for each organization involved	<p>For purposes of this agreement:</p> <p>_____(Aboriginal institute staff member) and _____(public institution staff member) are the primary contacts in all matters related to Finance issues.</p> <p>_____(Aboriginal institute staff member) and _____(public institution staff member) are the primary contacts in all matters related to Academic issues.</p> <p>_____(Aboriginal institute staff member) and _____(public institution staff member) are the primary contacts in all matters related to Governance issues.</p> <p>Note that the Institutes may designate positions rather than individuals to this or any other part of the agreement.</p>
Travel policies	<p>_____(institute) will be responsible to pay directly instructor travel, accommodation and all other costs associated with course delivery.</p>
Liability/insurance	<p>_____(Aboriginal institute) Liability and Indemnity: _____(Aboriginal institute) shall indemnify _____(public institution) against all liability for sickness, injury or death to any third party or for loss of or damage to any third party's property and against all claims, demands, proceedings and causes in action resulting there from arising out of any act of neglect or default on the part of _____(Aboriginal institute), its contractors or the</p>



	<p>servants or agents of _____(Aboriginal institute) in the performance of any of their obligations hereunder.</p> <p>_____ (public institution) Liability and Indemnity: _____(public institution) shall indemnify _____(Aboriginal institute) against all liability for sickness, injury or death to any third party or for loss of or damage to any third party's property and against all claims, demands, proceedings and causes in action resulting there from arising out of any act of neglect or default on the part of _____(public institution), its contractors or the servants or agents of _____(public institution) in the performance of any of their obligations hereunder.</p>
<p>Use of partners' names (how partners will publicize the services sponsored by the partnership)</p>	<p>The institutes will work together to advertise and market the program. The main contacts (by position or name and position) from each institution for administering the promotion of the partnership will be designated in this agreement.</p> <p>All promotional activities intended for the general public should be approved by both institutes and should have the logos or other identifying brands of both institutes on the materials.</p>



## Appendix Four

# Best Practices Affiliation Agreement: Working Model

*This model is an example of the elements that should be common in all affiliation agreements. Clauses and wording have been extracted directly from the affiliation agreements that have been reviewed as per research conducted for the Indian Studies Support Program First Nations Post-Secondary Institutes – Education Agreement Research [2006-2008]. It is meant to promote discussion on how to standardize these elements. It is for discussion only.*

### **AFFILIATION AGREEMENT**

THIS AGREEMENT made the XX<sup>th</sup> day of XXXX 2008

BETWEEN

Post-Secondary Institute (PSI)

*address*

AND

Aboriginal Controlled Institute (ACI)

*address*

### **MISSION STATEMENT**

#### *SAMPLE statement*

The ACI is committed to offering post-secondary educational opportunities to the adults of the XX Nation(s) in the region, and/or traditional territory of the XX Nation and to... (insert ACI Mission Statement here)

### **DEFINITIONS**

*SAMPLE all specific terms & abbreviations must be defined.*

ACI= Aboriginal Controlled Institute name

PSI= Post-Secondary Institute name

Board of Governors=roles & responsibilities



Board of Directors/School Board/Education Authority= roles & responsibilities

ACI Student=definition

Senate= roles & responsibilities

Joint Steering Committee= roles & responsibilities

Coordinator=definition

## 1. BACKGROUND INFORMATION

Provide background on the ACI and PSI here.

### WHEREAS:

#### SAMPLE statements

- The ACI is an established independent and autonomous institute mandated by its governing board/education authority to...; and is governed under *XX Nation Education Authority*; and has the right and responsibility for education of XX Nation(s) citizens at the adult basic education and post-secondary level and is the final authority in all matters related to the offering of courses and programs in XX Nation and language and culture;
- The ACI is deeply committed to supporting and enabling post-secondary education opportunities for its members, XX Nation people and other Aboriginal peoples, in particular educational opportunities that support the promotion and learning of Aboriginal history, culture, language, protocols and values, and that serve the capacity building of our First Nations communities;
- The PSI is an educational institution designated under the College and Institute Act of British Columbia to provide post-secondary education in a region incorporating XX Nation/ACI;
- The PSI is deeply committed to creating access to the PSI for Aboriginal learners and diverse learners from XX Nations within and outside of the XX territory, and supports the integration of First Nations knowledge, culture, history and language into a university education;
- AND WHEREAS the ACI and the PSI are both committed to the continuing existence and future growth of academic programs through PSI and ACI, are committed to making a difference by working together and recognize the value of consultation and collaboration;
- Through this Agreement ACI and PSI are formally acknowledging their existing partnership in order to continue to deliver learning activities in the areas of academic, vocational, career/technical, and continuing community education for adult learners. This will involve overall program planning, as well as implementing specific XX Nation curriculum and the development of joint certificates, diplomas and degrees ;
- The parties agree that all ACI students registered in the programs of the PSI have all the rights and privileges of PSI students, except as those rights and privileges are modified by approval of ACI policies; and
- A student registered at either the ACI or PSI shall receive preferential treatment over the general public for registration in courses offered by the ACI or PSI.



## THE PURPOSE OF THIS AFFILIATION AGREEMENT IS TO:

### SAMPLE statements

- Provide an implementation vehicle for the Affiliation Agreement
- Further the ACI and PSI mandates
- Recognize and include ACI contribution to academic scholarship and to establish inter - institutional dialogue to further human understanding
- Broaden the offerings of the ACI
- Enhance the benefits of education and research primarily for XX Nation(s) and to make facilities and knowledge available for the study of XX Nation language and culture
- Assist XX Nation citizens to establish self determination in post-secondary education through maintaining standards comparable to provincial standards with respect to institutional organization accountability, tuition and fee schedules, admission policies, instructor qualifications and certification, curriculum standards and degree completion requirements
- Promote the advancement of higher education in ways that are mutually beneficial to the ACI and the PSI
- Enhance the quality of life of First Nations (Métis and Inuit) learners at the ACI
- To engage in a partnership of collaboration defined by their joint commitment and interest in Aboriginal post-secondary education and access for learners
- Promote developmental and educational opportunities to enable FN (and Métis and Inuit) to assume responsibility for and control of their own affairs and destiny
- Explore and consider the joint development of educational and training opportunities for FN () students
- Formalize, expand and enhance the working relationship between the parties, and to set forth principles, objectives and process for the planning and development of specific educational and research programs that capitalize on the respective strengths of the parties

## GUIDING PRINCIPLES:

### SAMPLE statements

- The ACI and the PSI mutually recognize and accept the mission principles of their respective institutions and they further agree to the following:
- Recognition that the ACI maintains ownership over all cultural material for which it has intellectual property rights;
- The ACI has been charged with the responsibility to ensure that XX Nation adults have access to high quality learning in the area of XX language and culture;
- ACI will be the final authority in the approval of faculty to teach XX Nation language and culture courses;



- Through common experience in the implementation of the ACI/PSI Agreement, both institutions recognize the value of consultation and establish it as a fundamental principle of all elements of the Agreement;
- The PSI established under the University Act has a mandate to serve the educational needs of all British Columbians in its region;
- The PSI will continue to work to establish and maintain the credibility of the ACI as a post-secondary educational partner mandated to serve XX Nation. The ACI will work to support the PSI in developing a sensitive and effective relationship with aboriginal people and First Nations () around the world;
- The parties wish to develop and formalize an affiliation that will facilitate cooperation in the creation of research and educational programs in the XX Nation region that build upon their respective strengths; and,
- This relationship is not exclusive.

## **PROTOCOL**

SAMPLE framework used to design the set of rules governing the modus operandi of the ACI.

### **Protocol Agreement Objectives**

- Consultation and cooperation of the XX Nation and the Universities/Colleges in areas of mutual concern;
- Collaboration in promoting the development and growth of the ACI;
- A definition of the individual and mutual roles of each body;
- Research and teaching of XX Nation language and culture will be developed in accordance with XX Nation and western principles of scholarly integrity;
- The courses and programs to be offered will be enriched by XX Nation content, while maintaining the same academic standards as those courses taught at the PSI and XX Nation; and,
- XX Nation will be the final authority on XX Nation language and culture components of courses modified for delivery by XX Nation.

### **Benefits of a Protocol Agreement**

- More efficient use of resources;
- Greater understanding of the roles of the body;
- More integrative planning;
- A greater stability for the adult students;
- Improvement in student performance and retention;
- Opportunity to allow for new and evolving linkages;
- PSI will benefit from increased interaction with members from the XX Nation; and,
- ACI students will benefit from enhanced opportunities for laddering and integration into the PSI system.





## ARTICLE 1 WORKING TOGETHER

### SAMPLE statements

- Seeking and securing funding for the program;
- Maintaining the high level of cooperation that exists among them through the meetings of the Joint Steering Committee;
- Designing and implementing a process of program evaluation;
- Designing a process for the selection, support and evaluation of the Coordinator;
- Ensuring a student registered at either the ACI or PSI shall receive preferential treatment over the general public for registration in courses offered by either the ACI or PSI;
- PSI will provide each student of ACI for whom a certification fee has been paid by XX Nation, a PSI transcript indicating his or her performance in each accredited course. ACI will obtain an appropriate release from each individual student to allow for this exchange of information with the PSI;
- PSI agrees to appoint a representative of XX Nation (named by XX Nation) to sit on PSI's First Nations Council (expenses paid by PSI);
- Both parties will protect student information in accordance with BC Freedom of Information & protection of Privacy Act;
- Agreeing that neither party to this agreement will be responsible for any wrongful dismissal suits brought against the other as a result of this initiative;
- In the event of a strike, lockout or period of non-instruction exceeding 10 days, the PSI will pay to the ACI a refund of tuition fees on a pro rata basis for program instruction not received by the ACI students; and,
- Jointly recruiting and registering students.

### Joint Steering Committee

- The XX Nation and the PSI agree to establish a Joint Steering Committee that will meet quarterly. Both organizations will provide members for the Joint Steering Committee to engage in course and accreditation planning, to monitor academic standards and progress of courses, and to ensure appropriate evaluation of both students and instructional staff. The Joint Steering Committee shall be responsible for incorporating XX Nation content into existing courses taught by ACI and for assisting the PSI to incorporate First Nations content into courses taught by the PSI.
- All decisions of the Joint Steering Committee shall be made by consensus at a meeting of the JSC where a quorum is present.
- The procedures of the JSC will be determined and recorded in writing at the initial meeting. Meeting minutes will be maintained.



## ARTICLE 2 JOINT ROLES & RESPONSIBILITIES

### SAMPLE statements

- Provide faculty orientation for professors chosen to teach at the ACI;
- Collaborate with each other on academic advising and registration of students;
- Allow ACI to use the logos of their partner in accordance with respective internal regulations and with prior approval;
- Approve/appoint members of Joint the Steering Committee (two from ACI, two from the PI and one student);
- Agree to maintain copyright restrictions on all materials of their respective institutions;
- Agree to follow Human Rights policy;
- Agree to encourage reciprocal teaching and other educational assistance to the extent that this is feasible with due consideration for the respective responsibilities of the partners;
- The two parties are committed to establishing articulation of other ACI based XX Nation courses, such as language and cultural studies courses for transfer credit to the PSI;
- All communication required under this agreement shall take place in the first instance between the ## of the ACI and the ## of the PSI;
- In the absence of ACI policies, established PSI Senate policies shall apply;
- ACI and PSI students will have reciprocal library privileges; and,
- PSI Student Association fees will not be charged to ACI students.

## ARTICLE 3 ROLES & RESPONSIBILITIES OF THE ACI

### SAMPLE statements

- Provide office space and clerical support to the program and Coordinator;
- May plan and develop courses and programs of study for consideration and approval of the Senate;
- Will act as the host community for the program(s) ensuring its presence at ceremonies, meetings and other functions associated with the program;
- May establish deadlines and course timetables;
- Will be responsible for all student services, student life and student discipline matters;
- May establish equivalent policies to those at the PSI concerning its faculty and harassment;
- Make regular reports on financial spending to the Joint Steering Committee;
- Shall maintain at its own expense insurance for public liability and property damage protecting and indemnifying the ACI and the PSI against any claims for damage or injury to persons or property or for loss of life occurring upon ACI premises or the areas adjacent thereto. The limit of such insurance initially shall not be less than one million in respect of bodily injury or death of any person. On request the ACI shall furnish the PSI with certificates or other acceptable evidence of all insurance effected pursuant to this clause; and,



- Agrees to pay for advertising, promotion and publicity initiated by ACI for the delivery of PSI/ACI programs, and to provide PSI with particulars of such advertising, promotion, and publicity prior to release.

#### **ARTICLE 4      ROLES & RESPONSIBILITIES OF THE PSI**

##### **SAMPLE statements**

- The PSI agrees that when it receives a request from the ACI to recognize a particular course for transfer credit, it will consult with ACI to determine conditions under which the course credit transferred. The PSI will give ACI a written response indicating whether transfer credit is or is not possible;
- The PSI agrees to transfer identified ACI courses which meet the conditions of the PSI;
- The PSI agrees to assist the ACI in acquiring outlines, curriculum information, resource lists, evaluation policy and tools and other such materials and advice necessary to enable the ACI to deliver courses to the required standards;
- The PSI agrees that it will send at least one staff member to visit the ACI on at least two separate occasions per year;
- The PSI will issue 1) internet access with the library; 2) library CD-Rom; 3) media services;
- Provide academic advising to participating students and employees of the ACI while enrolled at the PSI; and,
- Will give the ACI students access to the PSI and use of its facilities.

#### **ARTICLE 5      AFFILIATION REVIEW AND EVALUATION**

##### **SAMPLE statements**

- The AA will remain in effect for a one year term from \*\* to \*\*;
- This Agreement may be renewed for successive terms provided that the parties agree to the renewal in writing no later than 30 days prior to expiry;
- The ACI will establish a regular program review process. The criteria and process for review will be established in consultation with the PSI, Department and PSI review process;
- This Agreement will supercede any previous agreements;
- The AA may be reopened at any time if that is the wish of one party;
- The provisions of this Agreement in no way prevent the ACI and the PSI from undertaking separate mutual agreements to provide for activities such as ...;
- During the term of this Agreement, either party may give to the other party written notice of intent to cancel the Agreement after 60 days, following which time this Agreement shall cease;
- This Agreement may be modified at any time by a subsequent Agreement in writing, duly signed by the ACI and the PSI; and,
- Neither party may assign its interests or rights under this Agreement without the prior written consent of the other party.



## **ARTICLE 6 FINANCES**

### **SAMPLE statements**

- All financial agreements shall be deemed to be agreements between the ACI and the PSI;
- ACI and PSI will seek opportunities for joint fundraising and will establish a joint committee for these purposes;
- The ACI will keep its own accounts and provide annual audited financial reports to the PSI;
- Where specific financial arrangements are created between ACI and PSI a separate agreement will be struck for each arrangement; and,
- Costs for overdue and unpaid expenses will have a 1% above the prime overdraft rate charged by banks from due date to date of payment.

Insert charges and fees and payments dates here.



## *Appendix Five*

### a. Sample Affiliation Agreement

**THIS AGREEMENT** made the 8<sup>th</sup> day of January, 2005

#### **BETWEEN**

ABC University College having a mailing address of:

123 Apple Street  
Sometown, BC  
V2X 0L9

(hereinafter called the University-College) **OF THE FIRST PART** and Nilqu Training Institute having a mailing address of:

9876 10<sup>th</sup> Street  
Cranapple, BC  
V0L 2K9

#### **OF THE SECOND PART**

Whereas:

- A. Nilqu Training Institute is an established independent institution incorporated pursuant to legislation governing private institutions and a registered non-profit society (#234567)
- B. The University-College is an educational institution designated under the College and Institute Act of British Columbia to provide post-secondary education in a region incorporating Nilqu Training Institute.
- C. The University-College and Nilqu Training Institute are individually and jointly committed to enhancing the provision of educational and training opportunities in First Nations Communities.

The purpose of this affiliation is to:

- a) Promote the advancement of higher education in ways that are mutually beneficial to the University College and to Nilqu Training Institute
- b) Enhance the quality of life of First Nations learners at the University College
- c) Promote developmental and educational opportunities to enable First Nations people to assume responsibility for and control their own affairs and destiny
- d) Explore and consider the joint development of educational and training opportunities for First Nations students.
- e)



- D. The University College and Nilqu Training Institute wish to consider jointly developing and delivering courses compatible to meet the objectives listed under “C” above.

**NOW THEREFORE THIS AGREEMENT ENCOMPASSES** that in consideration of the premises and the covenants, agreements and representations hereinafter contained, the parties hereto covenant and agree as follows:

## **1. OBLIGATIONS OF THE UNIVERSITY COLLEGE**

The University College agrees that when it receives a request from the Nilqu Training Institute to recognize a particular course for transfer credit, it will consult with Nilqu Training Institute to determine conditions under which the course credit transferred. The University College will give Nilqu Training Institute a written response indicating whether transfer credit is or is not possible.

- 1.02 The University College agrees to transfer identified Nilqu Training Institute course, which meet the conditions determined under 1.01 above.
- 1.03 The University College agrees to assist Nilqu Training Institute in acquiring outlines, curriculum information, resource list, evaluation policy and tools and other such materials and advice necessary to enable the Nilqu Training institute to deliver courses to the required standards (but excluding textbooks, equipment and resources which are available commercially).
- 1.04 The University College agrees to provide Nilqu Training Institute with such information as may be necessary to define, for each transfer credit course, the qualifications required to instructional staff, and the resources and facilities necessary to ensure the successful delivery of the courses, and to act as a consultant Nilqu Training Institute in respect of staff recruitment and facilities design.
- 1.05 The University College agrees that it will send at least one staff member to visit Nilqu Training Institute on at least two separate occasions per calendar year.
- 1.06 The University College agrees that during the continuance of the Agreement it will, within 14 days of the completion of any visit, advise Nilqu Training Institute in writing, of any conditions which must be met in order for recognition to be maintained for a particular transfer-credit course.
- 1.07 The University College will assign to a staff member the responsibility of coordination and planning for course activities.
- 1.08 The University College will accept transfer credit for courses delivered under this agreement and transfer that credit to student records once those44 students are registered at the University College.
- 1.09 The University College will issue upon request to each Nilqu Training Institute student, in the specified program, a community User Card that entitles the student to:
  - a) interact access with Library
  - b) Library C.D. Rom
  - c) Media Service
- 1.10 The University College will bill back Nilqu Training Institute for student interlibrary loans. Periodically the University College will track use and advise.
- 1.11 The university will provide a library orientation to Nilqu Training Institute classes of students on an appointment basis.



## **2. OBLIGATIONS OF NILQU TRAINING INSTITUTE**

- 2.01 Nilqu Training Institute agrees to provide written transfer credit requests to the University College at least two months in advance of the planned start date for the course.
- 2.02 Nilqu Training Institute agrees to provide all staff, materials, resources and facilities necessary to deliver approved courses to the standards required by the University College
- 2.03 Nilqu Training Institute agrees to pay for inter-library loans and other costs agreed by both parties during this agreement.
- 2.04 Nilqu Training Institute agrees to maintain copyright restrictions on all materials provided to it by the University College
- 2.05 Nilqu Training Institute agrees to register all students and collect all registration fees.
- 2.06 Nilqu Training Institute agrees to provide each student in the transfer credit course with a transcript indication his or her performance in each course
- 2.07 Nilqu Training Institute agrees to identify and report to the Ministry of Advanced Education the enrolment in all courses delivered under this agreement.
- 2.08 Nilqu Training Institute agrees to provide to each student the transcripts, certificate and diplomas in collaboration with the University College
- 2.09 Nilqu Training Institute agrees to follow the University College Human Rights Policy

## **3. GENERAL**

- 3.01 All fees paid or payable to the University College shall be non-refundable
- 3.02 All Communication required under this agreement shall take place in the first instance between Vice-President, Research and Instruction or designate, of the University College and the Executive Director of Nilqu Training Institute or designate.
- 3.03 The provisions of this Agreement in no way prevent the University College and Nilqu Training Institute from undertaking separate mutual arrangements to provide for activities such as:
  - a) Nilqu Training Institute contracting with the University College for the provision of services;
  - b) Nilqu Training Institute purchasing seats for its students in University College courses;
  - c) Course program development;
  - d) Research;
  - e) A joint approach to a funding agency to support a specific project;
  - f) The sharing of staff or facilities.
- 3.04 Nilqu Training Institute shall maintain, at its own expense, insurance for public liability and property damage protecting and indemnifying Nilqu Training Institute and the University College against any claims for damage or injury to person or property or for loss of life occurring upon Nilqu Training Institute premises or the areas adjacent thereto. The limit of such insurance initially shall not be less than \$1,000,000.00 in respect of bodily injury or death of any person. On request, Nilqu Training Institute shall furnish the University College with certificates or other acceptable evidence of all insurance effected pursuant to this clause.
- 3.05 Nilqu Training Institute shall not at any time during the continuance of this Agreement use, exercise, or carry on, or permit or suffer to be used, exercised or carried on, in, or about Nilqu Training Institute premises or any part thereof, any illegal or immoral or offensive act, business, occupation or calling which might bring the name of the University College or the Nilqu Training Institute into disrepute.



- 3.06 Nilqu Training Institute shall indemnify and save harmless the University College from any and all liabilities, damages, costs, claims, suits or actions in connection with any breach, violation, or non-performance of any covenant, or condition in this Agreement set forth and contained on the part of Nilqu Training Institute to be fulfilled, kept, observed and performed in connection with any damage to property while said property shall be in or about Nilqu Training Institute premises and in connection with any injury to any student, invitee, agent or employee of Nilqu Training Institute including death resulting at any time therefrom occurring in or about Nilqu Training Institute premises, including all costs and actual legal fees and disbursements and this Indemnity shall survive the expiry or sooner termination of this agreement.
- 3.07 The term of the Agreement January 2006 to January 2007. This agreement may be renewed for successful terms provided that the parties agree to the renewal in writing to later than 30 days prior to expiry.
- 3.08 During the term of the Agreement, either party may give the other party written notice of intent to cancel the Agreement after 60 days, following which time this Agreement shall cease. Notwithstanding such cancellation, the University College will maintain the course transfer status for any course which is in session at the time of cancellation until the course is completed.
- 3.09 This agreement may be modified at any time by a subsequent Agreement in writing duly signed by Nilqu Training Institute and ABC University College
- 3.10 Neither party may assign its interest or rights under this Agreement without the prior written consent of the other party.

In Witness Whereof the University College and Nilqu Training Institute have hereunto affixed their respective seals attested by their proper officers duly authorized in that behalf.

**ABC UNIVERSITY COLLEGE**

By:

---

Authorized Signatory

---

Authorized Signatory

**NILQU TRAINING INSTITUTE**

By:

---

Authorized Signatory

---

Authorized Signatory





## b. Sample Brokering / Service Agreement

**THIS AGREEMENT** made in duplicate this 2<sup>nd</sup> day of January 2006.

**BETWEEN:**

ABC UNIVERSITY COLLEGE  
123 Apple Street  
Sometown, BC  
V2X 0L9

(the “ABC UC”)

**OF THE FIRST PART**

**AND:**

NILQU TRAINING INSTITUTE  
9876 10<sup>th</sup> Street  
Cranapple, BC  
V0L 2K9

(the “NTI”)

**OF THE SECOND PART**

**WHEREAS**

- A. The NTI finds it desirable to engage the ABC UC to provide educational services for its program in Aboriginal Adult Basic Education (the “program”)
- B. The ABC UC possesses the necessary expertise to provide such services,

**THIS AGREEMENT WITNESSES** that for and in consideration of the covenants and terms and conditions hereinafter set forth, the parties hereby covenant and agree as follows:

1. The term of this agreement shall be from August 15, 2006 to June 30, 2007
2. The NTI and the ABC UC will collaborate to jointly deliver Aboriginal Adult Basic Education training in Cranapple, BC. Both institutions will register the students and both institutions will sign the certificates.
3. The ABC UC shall provide the NTI those educational services described in Schedule ‘A’ (the services).
4. In consideration of the ABC UC providing the services, the NTI shall pay to the ABC UC, when due, all monies payable under Schedule ‘B’.
5. This agreement may be amended at any time by written agreement of both parties.



6. Upon default of any monies due pursuant to Schedule 'B' continuing for at least 15 days following written notice thereof from the ABC UC to the NTI, the ABC UC may cancel this Agreement.
7. All instruction will take place in the facilities of the NTI or in facilities (including a suitable classroom and office with standard equipment and supplies) provided by the NTI.
8. The NTI will be responsible for the recruitment of all students in the program. Students accepted by the NTI and the ABC University College will be registered as ABC UC students.
9. The NTI and the ABC UC will liaise as deemed necessary to convey any concerns or recommendations relating to the delivery of educational services as specified in Schedule 'A'.
10. The NTI and the ABC UC will evaluate the progress of their partnership in March 2007 and decide in April 2007 if the partnership will be extended for programming in September 2007.
11. This agreement shall be construed in accordance with the laws of the Province of British Columbia.

**IN WITNESS WHEREOF** the parties have caused this agreement to be executed in Sometown, BC, as of the date first above written.

Signature: \_\_\_\_\_  
Nilqu Training Institute  
K. Smith, Director

Signed, sealed and delivered by:

Signature: \_\_\_\_\_  
ABC University College  
Ms. Jonesl, President



With regard to the **SERVICE AGREEMENT** between the ABC University College and the Nilqu Training Institute.

### **SCHEDULE 'A'** **EDUCATIONAL SERVICES**

1. The ABC University College will provide curriculum and curriculum support to the Nilqu Training Institute for an Aboriginal Adult Basic Education Program, which will be delivered for September 2006 to June 2007.
2. The NTI will provide a qualified Program Coordinator for the delivery of the curriculum. The program Coordinator will have an appropriate credential, typically a Master degree in a subject related to their teaching duties.
3. The Coordinator will liaise with the ABC UC Associate Dean for Educational Outreach and implement all NTI student policies.
4. The Administrator of the NTI will liaise with the Academics Dean of the ABC UC to determine the objectives of the NTI Development Project. The project will assist Nilqu Training Institute to develop local curriculum, student policies, admission procedures and AABE articulation.
5. The NTI will employ qualified instructors for other courses to be supervised by the Program Coordinator. The NTI will provide to the ABC UC a copy of each instructor's resume, which will be filed with the Private Post Secondary Education Commission of BC.
6. The NTI will recruit students who will be assessed and meet the entrance requirements for the program.
7. The students will be registered in classes and additional study/research activities as either part-time students or as full-time students with 27.5 hours or scheduled classroom instruction per week.
8. The course curriculum to be covered in this license agreement are as follows:

<b>Topic</b>	<b>Course #</b>	<b>Course Name</b>
English	Eng 061/071	English 11
	Eng 081/091	English 12
Mathematics	Math 061/071	Mathematics 11
Social Science	FNS 060/061	First Nations Studies 11
	FNS 061/071	First Nations Studies 11
	FNS 081/091	First Nations studies 12
	SGV 081/091	Self-Government 12
	SOC 081/091	Sociology 12
Science	SCI 060/061	Traditional Aboriginal Science 11
	BIO 061/071	Biology 11 (Ecology & Evolution)
Electives	Cul 081/091	Cultural Studies 12
	EDCP 081/091	Education & Career Planning 12
	Comp 061/071	Computer Studies 11
	Comp 081/091	Computers Studies 12



9. Students who complete the requirements for graduation from the ABE program will receive a ABC UC certificate. The students will also receive a BC adult Grade 12 Graduation Diploma from the BC Ministry of Advanced Education.
10. Graduates will be invited to the Graduation Ceremony of the ABC UC in Sometown in July 2007. The NTI may also choose to hold a graduation ceremony for graduates and a completion ceremony for all participants in Cranapple.

With regard to the SERVICE AGREEMENT between the ABC University College and the Nilqu Training Institute.

### **SCHEDULE 'B'**

#### **PAYMENT FOR SERVICES**

Payment for services - August 15, 2006 – June 30, 2007

1. On the signing of this agreement, the NTI will owe the ABC UC the sum of \$ dollars.
2. Upon signing, the NTI will owe the ABC UC the book charges (not included in this service agreement).
3. On the first of each month commencing September 2006, and continuing to and including June 2007. The NTI will pay to the ABC UC the sum of \$ dollars.

\_\_\_\_\_  
ABC University College  
BJ Jones, President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Nilqu Training Institute  
K. Smith, Director

\_\_\_\_\_  
Date



## c. Sample Agreement of Federation

### **AGREEMENT OF FEDERATION**

#### **BETWEEN:**

The ABC University College (hereinafter called “ABC”)

#### **OF THE FIRST PART**

#### **AND:**

The Nilqa Training Institute (hereinafter called “NIT”)

#### **OF THE SECOND PART**

#### **DEFINITIONS**

- ABC is the ABC University College established under Bill 40, "ABC University College Act" and governed under the "University Act".
- NIT is the Nilqa Training operating under the authority of Nilqa Government and incorporated under the Societies Act.
- Board of Governors shall mean the Board of Governors of ABC.
- Board of Directors shall mean the Board of Directors of NIT.
- Senate shall mean the Senate of ABC.
- NIT student means a student registered through NIT and taking ABC courses at a NIT operated campus.

Nilqa Final Agreement is agreement between Canada, British Columbia and the Nilqa Nation signed May 11, 2000.

### **1 PURPOSES**

- 1.1 To provide an implementation vehicle for the ABC/NIT protocol agreement (appendix I).
- 1.2 To further the ABC northern, regional and First Nations mandates.
- 1.3 To recognize and include Nilqa contribution to academic scholarship and to establish institutional dialogue to further human understanding.
- 1.4 To broaden the offerings of NIT.
- 1.5 To enhance the benefits of education and research primarily for Nilqa people.



- 1.6 To make facilities and knowledge available for the study of Nilqa language and culture.
- 1.7 To establish NIT as a strong, comprehensive, university/college, offering a range of university educational opportunities consistent with 2.7 below.
- 1.8 To assist Nilqa citizens to establish self-determination in post secondary education through maintaining standards comparable to provincial standards with respect to institutional organization and accountability, tuition and fee schedules, admission policies, instructor qualifications and certification, curriculum standards and degree completion requirements. (Nilqa Final Agreement Section 104: a-e; p.177).

## **2 GENERAL**

- 2.1 By the University Act, ABC may confer and award degrees in any branch of learning taught at ABC or by NIT on behalf of ABC, upon persons who, having completed requirements are admitted to such degrees by the Senate, including persons registered at NIT.
- 2.2 This Agreement will supersede any previous agreements on the date that NIT is accorded degree granting authority as authorized by Nilqa Government and the British Columbia Provincial Government. NIT agrees to hold its degree granting authority in abeyance in those areas in which ABC offers degree programs and which ABC makes available to NIT. Notwithstanding the right of NIT to offer its own degrees, the remainder of this document deals with the offering of ABC degrees.
- 2.3 Whereas ABC confers the same academic degree on a student who graduates through NIT as it does on a student who graduates through ABC, the academic standards of teaching, course content and examinations for degree programs and courses offered by NIT must be equal to those of ABC.
- 2.4 ABC shall have the right to set such academic standards in full consultation with NIT through such procedures as are approved from time to time by Senate.
- 2.5 A mechanism appropriate to serve the needs of planning and academic accountability to Senate will be established in keeping with 37 (w) of the University Act.
- 2.6 In respect of 37 (u) of the University Act it is recognized that Senate will be asked to approve of the terms and conditions of this agreement.
- 2.7 NIT as established under the authority of Nilqa Government, has the right and responsibility for education of Nilqa citizens at the post secondary level and is the final authority in all matters related to the offering of courses and programs in Nilqa language and culture.
- 2.8 All financial arrangements will be deemed to be agreements between the Board of Directors (NIT) and the Board of Governors (ABC).



- 2.9 Where ABC provides funds to NIT, the Board of Directors (NIT) will be responsible to the Board of Governors (ABC) for the expenditure of those funds.
- 2.10 All NIT students registered in degree programs are ABC students with all of the rights and privileges of ABC students, except as those rights and privileges are modified by approved NIT policies.
- 2.11 A student registered at either ABC or at NIT shall receive preferential treatment over the general public for registration in courses offered by either ABC or NIT.
- 2.12 Through common experience in the implementation of the NIT/ABC Protocol Agreement, both institutions recognize the value of consultation and establish it as a fundamental principle of all elements of this agreement.
- 2.13 Section 35 (2) (k) of the University Act allows for the NIT Board of Directors to elect a sitting member to Senate.
- 2.14 While it is recognized that NIT may develop separate policies in various areas, where no policies are in place, established ABC Senate policies shall apply.

### **3 COURSES AND PROGRAMS OF STUDY**

- 3.1 NIT may plan and develop courses and programs of study for consideration and approval of Senate.
- 3.2 ABC may plan and develop courses and programs of study in Nilqa language and culture for consideration and approval by NIT.
- 3.3 NIT may establish its own deadlines and course timetables.
- 3.4 Consultation and joint planning, course and program approval will be facilitated through appropriate mechanisms at the Program, Department, College and Senate levels.
- 3.5 NIT will establish a regular program review process. The criteria and process for review will be established in consultation with ABC Program, Department and College review processes.

### **4 FACULTY**

- 4.1 All faculty teaching university courses at NIT will be selected by NIT and must be approved by the Vice-President, Academic & Provost at ABC through the relevant Department or Program Chair and Dean of College.



- 4.2 All staff and faculty employed at NIT will be employees of NIT and will be the sole responsibility of NIT. Staff and faculty of NIT are not employees of ABC, and the terms and conditions of their employment will be set by NIT.
- 4.3 NIT will establish means for evaluation of NIT faculty in consultation with ABC.
- 4.4 NIT will establish policies governing working conditions, rates of pay, tenure and promotion for NIT faculty and staff.
- 4.5 NIT will be the final authority in the approval of faculty to teach Nilqa language and culture courses.
- 4.6 NIT may engage ABC faculty as part time instructors at NIT.

## 5. STUDENTS

- 5.1 NIT Board of Directors in consultation with ABC will have the right to determine all tuition and fees.
- 5.2 NIT will collect all NIT student fees and tuition.
- 5.3 In respect of the University Act 37 (c) admission requirements are set by Senate. It is recognized that NIT may have reason to request that admission requirements to NIT be different than the general ABC requirements.
- 5.4 NIT will be responsible for all student services, student life and student discipline matters. NIT may establish equivalent policies to those at ABC concerning its faculty, harassment, etc
- 5.5 Established ABC policies and procedures concerning continuance, probation, suspension and dismissal of students will apply at NIT. Any exceptions must be approved by Senate.
- 5.6 NIT will establish an academic appeals process for students that identify Senate as having final authority.
- 5.7 NIT students will be given access to all ABC services available on the World Wide Web.
- 5.8 ABC students will be given access to all NIT services available on the World Wide Web.
- 5.9 NIT may establish library services for NIT students beyond those normally provided to ABC students at Regional Campuses.
- 5.10 NIT students and ABC students will have reciprocal library privileges.





- 5.11 NIT will in cooperation with ABC create and maintain its own registrarial function.
- 5.12 NIT will provide the ABC Registrar with regular and detailed reports in accordance with requirements established through consultation by the ABC Registrar.
- 5.13 NIT will provide annual lists and degree audit of students who expect to graduate in that year.
- 5.14 ABC Student Association fees will not be charged to NIT students.
- 5.15 NIT students may establish a NIT Students Association and set fees for membership in consultation with the NIT Board of Directors.
- 5.16 NIT may seek inclusion in ABC international agreements.
- 5.17 NIT will be free to establish separate international agreements and will notify ABC of any such arrangements.
- 5.18 NIT students will be eligible for all ABC international exchange programs. ABC will notify NIT as new agreements are added.

## **6 PUBLIC PROFILE**

- 6.1 For the duration of this agreement, NIT will have the right but not the obligation to use the official ABC logo in all of its documents including electronic materials.
- 6.2 NIT will abide by all ABC policies when the ABC logo is used.
- 6.3 For the duration of this agreement, ABC will have the right, but not the obligation to use the official NIT logo in all of its documents including electronic materials.
- 6.4 ABC will abide by all NIT policies when the NIT logo is used.

## **7 FUNDRAISING**

- 7.1 NIT may raise funds independent of ABC. Where the funds raised relate to ABC activities, the amounts raised will be reported to ABC.
- 7.2 ABC may raise funds independent of NIT. Where the funds raised relate to the university component of NIT activities, the amounts raised will be reported to NIT.
- 7.3 ABC and NIT will seek opportunities for joint fundraising and will establish a joint committee for these purposes.



- 7.4 Where either ABC or NIT intends to make a major proposal for funds relating to areas of joint activity, they will undertake to advise each other of such solicitations.
- 7.5 All funds raised under 7.3 will be received and held by ABC or as determined by agreement between ABC and NIT.
- 7.6 NIT will not raise monies as an affiliate of ABC as if it were raising funds for ABC.

## **8 FINANCIAL**

- 8.1 NIT will keep its own accounts and provide annual audited financial reports to ABC.
- 8.2 Where specific financial arrangements are created between ABC and NIT, a separate agreement will be struck for each such arrangement.
- 8.3 Monies provided to ABC to support activities in the NASS will be so identified to NIT and subsequently spent in consultation with NIT or in a manner consistent with specific agreements between ABC and NIT.

## **9 REVIEW OF AGREEMENT**

- 9.1 This Agreement of Federation will remain in effect from the date established in 2.2 above until and including August 31, 2014.
- 9.2 The agreement may be reopened at any time by agreement of both parties.
- 9.3 In any case, one year prior to maturity, by August 31, 2013, each party will serve notice of intent to renegotiate or discontinue the agreement.
- 9.4 NIT and ABC will each name three members to a review committee whose terms of reference will include interpretation and clarification of the agreement and resolution of any points of dispute.

\_\_\_\_\_  
Authorized Signatory  
Nilqa Training Board

\_\_\_\_\_  
Authorized Signatory  
ABC University College

Date: \_\_\_\_\_



## d. Sample Affiliation Agreement with Reciprocal Tuition

### **Affiliation Agreement**

Between

**ABC University**

4155 Bell Street  
Vancouver, BC  
V1T 1R1

**AND**

**Aqam Institute  
Operating as Aqam Institute**

Address here

This Agreement continues the agreement in effect from April 1, 2008 to March 31, 2010 and is dated for reference and made:

**BETWEEN:**

ABC University,  
of Vancouver, in the Province of British Columbia.  
(hereinafter referred to as “ABC”)

**OF THE FIRST PART**

**AND:**

AQAM INSTITUTE operating as  
AQAM INSTITUTE,  
of Cowtown, in the Province of British Columbia



## **PURPOSE AND RATIONALE**

The purpose of this affiliation agreement is to provide an opportunity for Aboriginal students from AQAM INSTITUTE to complete an ABC University program of studies in College Readiness leading to college entrance and/or the Adult "Dogwood" Graduation Diploma as well as AQAM INSTITUTE Language courses which have been articulated through ABC U. The courses will all be delivered at the AQAM INSTITUTE and at various locations near the AQAM INSTITUTE.

The ABC University has campuses in Trail, BC and Vancouver, BC and provides public post-secondary education under the College and Institute Act of British Columbia. ABC U's mandate is specifically directed to providing education to Aboriginal students.

An affiliation between AQAM INSTITUTE, an institution operated by AQAM INSTITUTE, and ABC U will build on the strengths of both entities, and encourage and enhance the programs of each. It is of equal interest to promote post-secondary education to Aboriginal peoples.

## **GUIDING PRINCIPLES:**

The implementation of this agreement will be guided by the following principles:

1. The relationship between ABC U and AQAM INSTITUTE will be characterized by mutual respect, open communication, cultural sensitivity and a collaborative approach to decision-making and problem solving.
2. A close association of programs, faculty and students at the two entities will be a goal, while respecting and maintaining the uniqueness of each institution.

## **TERMS OF REFERENCE**

- A. Length of Agreement: The agreement will be in effect from April 1, 2010 to March 31, 2014, but can be terminated by either party as per the provision of B, below.
- B. Notwithstanding the provisions of A, above, ABC U and AQAM INSTITUTE both reserve the right to terminate this agreement with 90 days' notice for any reason including funding cutbacks or other unforeseen circumstances occurring that would not allow the practical delivery of the courses at the AQAM INSTITUTE.
- C. Credential Designation: The credential awarded to students completing the College Readiness program in AQAM INSTITUTE meeting the Ministry of Education requirements will be an Adult Dogwood granted by Province of British Columbia. Graduation requirements are as stipulated by the Ministry responsible for K-12 education.
- D. ABC U agrees that the AQAM INSTITUTE Language Courses which have been articulated through and approved by ABC U's Education Council can be delivered at the AQAM INSTITUTE under the same provisions as the College Readiness Program. Where academic, registration and administrative



guidelines and processes differ between a College Readiness Program and a post-secondary course; the latter shall prevail and apply to the ABC U AQAM INSTITUTE Language courses.

- E. Admissions of Students: Students will be admitted to the program under the requirements specified by both the ABC U and the AQAM INSTITUTE.
- F. Registration-ABC U will establish separate course sections for the registration of AQAM INSTITUTE students. ABC U minimum standards for student promotion and registration will be applied to AQAM INSTITUTE students. ABC U registration and withdrawal policies will apply to AQAM INSTITUTE students.
- G. Selection of Faculty: All instructors teaching the program courses in AQAM INSTITUTE will meet ABC U academic qualifications and an instructor resume will be provided to ABC U.
- H. Leadership and Coordination: AQAM INSTITUTE will appoint one faculty member, designated as Program Head, who will provide academic and administrative leadership to the program at AQAM INSTITUTE. The Program Head will attend (in person or by teleconference) ABC U department meetings as held by ABC U.
- I. ABC U Liaison Person: ABC U will designate one faculty member who will provide liaison between ABC U and the AQAM INSTITUTE program. This individual will perform the major collaboration and liaison role between the programs, registration departments, and any other areas of both entities. As well, the individual will coordinate an ongoing review of the affiliation agreement.
- J. Joint Faculty Meetings: At least twice each academic year, a joint meeting of AQAM INSTITUTE and ABC U program faculty will be held. The meetings may be held by teleconference.
- K. Curriculum: Students at AQAM INSTITUTE will be required to complete all courses required for the ABC U program. All courses and curriculum must satisfy ABC U standards.
- L. Course Outlines: All AQAM INSTITUTE course outlines will adhere to ABC U standards, will be approved by the AQAM INSTITUTE Program Head, and will be forwarded to the ABC U Department Head for review and approval by ABC U Education Council prior to commencement of classes.
- M. Grading: The ABC U grading system will be employed for all program courses. Access to the myABC U Portal will be granted to AQAM INSTITUTE Faculty and grades will be submitted within 7 days of course completion. To ensure consistency of grading standards, the Department Head and the AQAM INSTITUTE Program Head may audit an instructor's grades through a review of student assignments, and following the review, adjust grades to conform to ABC U standards if necessary.
- N. Academic Policies: ABC U academic policies will apply to AQAM INSTITUTE students. Both AQAM INSTITUTE and ABC U will resolve any modification of these policies, or conflict between entity policies, jointly.



- O. Evaluation of Courses and Faculty: All program courses and instructors will be evaluated according to AQAM INSTITUTE/ ABC U evaluation policy. AQAM INSTITUTE will communicate their faculty evaluation results to ABC U annually.
- P. Library: AQAM INSTITUTE program students and faculty will have borrowing and access privileges from the ABC U library.
- Q. Support Services: AQAM INSTITUTE will be responsible for the provision of student support services for the program students including counselling, tutoring, advising, financial aid, and scholarships and awards.
- R. Advisory Committees: An Advisory Committee will consist of ABC U faculty members and AQAM INSTITUTE faculty members and will serve for the purpose of ensuring academic quality and course content.
- S. Review Process: The terms of the agreement between ABC U and the AQAM INSTITUTE will be reviewed annually. Recommendations for change will be put forward to each entity, and agreement of both will be required for ratification of a change.
- T. Convocation: Graduates of the AQAM INSTITUTE Program will convocate at the AQAM INSTITUTE graduation ceremony or they may chose to join the ABC U ceremony.
- U. Confidentiality: ABC U and AQAM INSTITUTE acknowledge that student information gathered as a result of this agreement shall remain confidential and subject to the provisions of the Freedom of Information and Protection of Privacy Act.
- V. AQAM INSTITUTE Liability and Indemnity: AQAM INSTITUTE shall indemnify ABC U against all liability for sickness, injury or death to any third party or for loss of or damage to any third party's property and against all claims, demands, proceedings and causes in action resulting there from arising out of any act of neglect or default on the part of AQAM INSTITUTE, its contractors or the servants or agents of AQAM INSTITUTE in the performance of any of their obligations hereunder.

ABC U Liability and Indemnity: ABC U shall indemnify AQAM INSTITUTE against all liability for sickness, injury or death to any third party or for loss of or damage to any third party's property and against all claims, demands, proceedings and causes in action resulting there from arising out of any act of neglect or default on the part of ABC U its contractors or the servants or agents of ABC U in the performance of any of their obligations hereunder.

W. Financial Arrangements:

1. The funding provided to AQAM INSTITUTE will normally be calculated on an average number of FTE's produced by AQAM INSTITUTE over the previous three fiscal years;
2. AQAM INSTITUTE's FTE achievement relative to its FTE target will be assessed by considering the average of its FTEs for the current year plus those for the preceding two years, with the intent that AQAM INSTITUTE meets its FTE target on a 3-year average basis.



See table following:

Average # of FTE* (last 3 years)	Funding
25 – 30	\$140,000
20 - 24	\$125,000
16 – 19	\$100,000
11 – 15	\$75,000
10 and under	No funding provided

See example following:

Year	FTE*	Three-Year Average
Year 3	22	20
Year 2	18	
Year 1	20	

*\* ABC U will use a projection as of March 15 of the current year and will then verify the number once the FTE audit is complete in May and adjust funding if required*

3. AQAM INSTITUTE must remit tuition assessed for all 100-level and above courses to ABC U according to the following schedule:
  - ABC U will calculate tuition for Fall October 1\* for payment from Aqam Institute by October 31;
  - ABC U will calculate tuition for Spring February 1\* for payment from Aqam Institute by February 28;
  - ABC U remits the total of that amount in the next year's payments.

This value will be added onto the subsequent year's contract value. As an example, for 2011/12 ABC U will use the 2010/11 tuition value (approximately 25,000 in tuition) meaning the total



value of the contract for 2011/12 is 165k (an average FTE of 20-25 with a value of 140,000 with a 25,000 tuition calculation). In this example actual tuition amounts calculated for 2011/12 will be added to the 2012/13 contract value.

\*Tuition will be re-calculated at the end of each semester and if there are additional registrations, Aqam Institute will be re-billed.

4. The parties agree that the funding provided to AQAM INSTITUTE from the ABC University is dependent on the following:
  - availability of funding
  - ABC U's own operating requirements
  - The production of the required FTE's.

ABC U may consider providing additional one time funding if mid-year FTE projections clearly demonstrate AQAM INSTITUTE will meet or exceed the FTE target associated with its funding level for that year. Such consideration is subject to ABC U's own operational requirements and available resources. Should additional funding be provided, it will be for the delivery of a specific course(s) as mutually agreed upon by ABC U and AQAM INSTITUTE.

5. The calculation of Full Time Equivalents will be completed by ABC U using the Ministry of Education criteria and formulae in the Central Data Warehouse.
6. The funds received will be transferred by ABC U on a monthly basis to AQAM INSTITUTE. The most efficient and effective means of transfer for both parties to this agreement will be used.
7. At least once a year (or as needed) three members of ABC U will meet to review this memorandum of agreement with three members of AQAM INSTITUTE, the Executive Director, Board Vice-President, and Director of Education.

X. Remittance of Tuition: AQAM INSTITUTE will remit to ABC U on the student's behalf by September 15<sup>th</sup> and January 15<sup>th</sup> (stable enrolment date) the equivalent of ABC U tuition. Further ABC U will provide a tuition transfer credit of equal amount to AQAM INSTITUTE with the next semi monthly payment.

Y. Registration and Reporting: Students will register and pay tuition to AQAM INSTITUTE at rates equivalent to ABC U tuition rates as required by the province of BC. ABE courses are tuition-free; however applicable student activity fees will apply. The AQAM INSTITUTE Registration Office will liaise with the ABC U Registrar to enable the creation of records as required by ABC U and the Ministry for reporting purposes. ABC U will maintain official records, enrolment date, transcripts and will incorporate the FTE's as part of its annual enrolment requirement. Official records and transcripts will be maintained at ABC U and students can access the myABCU Portal to view their grades. Students requesting official transcripts must contact ABC U.





IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed on the day of:

\_\_\_\_\_.

AQAM INSTITUTE

_____ Executive Director	_____ Date
_____ President	_____ Date
_____ Vice President	_____ Date

ABC UNIVERSITY

_____ President	_____ Date
_____ Vice President Learning Services & Community Partnerships	_____ Date



## Appendix Six

# List of IAHLA Members (2011)

a-m'aa-sip Learning Place  
#3, 4310 - 10th Ave.  
Port Alberni, BC V9Y 4X4  
Phone: 250.723.1331  
Fax: 250.723.1336  
Email: [jan.green@nuuchahnulth.org](mailto:jan.green@nuuchahnulth.org)

Ahousaht Education Authority  
General Delivery  
Ahousaht, BC V0R 1A0  
Phone: 250.670.9555  
Fax: 250.670.9543  
Email: [rvratleo@gmail.com](mailto:rvratleo@gmail.com)

Burns Lake Native Development  
Corporation  
Box 1030  
Burns Lake, BC V0J 1E0  
Phone: 250.692.3188  
Fax: 250.692.7483  
Email: [blndc@blndc.ca](mailto:blndc@blndc.ca)

Cheam Education Centre  
52130 Old Yale Road  
Rosedale, BC V0X 1X0  
Phone: 604.794.7924  
Fax: 604.794.7456  
Email: [sandrav@cheamband.com](mailto:sandrav@cheamband.com)

[Chemainus Native College](#)  
Box 730  
Ladysmith, BC V9G 1A5  
Phone: 250.245.3522  
Fax: 250.245.3012  
Email: [joe.elliott@shaw.ca](mailto:joe.elliott@shaw.ca)  
[www.chemainusnativecollege.com](http://www.chemainusnativecollege.com)

[Community Futures Development  
Corporation of Central Interior First Nations](#)  
#215 - 345 Yellowhead Highway  
Kamloops, BC V2H 1H1  
Phone: 250.828.9833  
Fax: 250.828.9972  
Email: [geri@cfdcfcifn.com](mailto:geri@cfdcfcifn.com)  
[www.cfdcofcifn.com](http://www.cfdcofcifn.com)

Cowichan Tribes – Quw'utsun Syuw'entst  
Lelum  
5744 Allenby Road  
Duncan, BC V9L 5J1  
Phone: 250.715.1022  
Fax: 250.715.1023  
Email: [Karen.Collins@cowichantribes.com](mailto:Karen.Collins@cowichantribes.com)

[En'owkin Centre/ \(Okanagan Indian  
Education Resources Society\)](#)  
Lot 45 Green Mountain Road  
R.R. #2, Site 50, Comp 8  
Penticton, BC V2A 6J7  
Phone: 250.493.7181  
Fax: 250.493.5302  
Email: [enowkin@vip.net](mailto:enowkin@vip.net)  
[www.enowkincentre.ca/home.html](http://www.enowkincentre.ca/home.html)

First Nations Training and Development  
Centre  
Mail: P.O. Box 402  
Street Address: 800-3rd Ave. West  
Prince Rupert, BC V8J 1M6  
Phone: 250.627.8822  
Fax: 250.624.2813  
Email: [brendlei@citytel.net](mailto:brendlei@citytel.net)



Fort Nelson First Nations Community  
Education Authority  
RR #1, Mile 293, Alaska Highway  
Fort Nelson, BC V0C 1R0  
Phone: 250.774.7651, ext. 249  
Fax: 250.774.7655  
Email: [jacky.riggs@gmail.com](mailto:jacky.riggs@gmail.com)

[Gitksan Wet'suwet'en Education Society](#)

Box 418  
Hazelton, BC V0J 1Y0  
Phone: 250.842.0216  
Fax: 250.842.2219  
Email: [tracey.woods@gwes.ca](mailto:tracey.woods@gwes.ca)  
[www.gwes.ca](http://www.gwes.ca)

[Gitwangak Education Society](#)

P.O. Box 280  
Kitwanga, BC V0J 2A0  
Phone: 250.849.5330  
Fax: 250.849.5327  
Email: [grbright@gitwangak.ca](mailto:grbright@gitwangak.ca)  
[www.gitwangak.ca](http://www.gitwangak.ca)

Heiltsuk College  
P.O. 809  
Bella Bella, BC V0T 1Z0  
Phone: 250.957.2141  
Fax: 250.957.2793  
Email: [hcollege@telus.net](mailto:hcollege@telus.net)

Ittatsoo Learning Centre  
P.O. Box 699  
Ucluelet, BC V0R 3A0  
Phone: 250.726.7342  
Fax: 250.726.7552  
Email: [Bernice.touchie@ufn.ca](mailto:Bernice.touchie@ufn.ca)

k'ak'ot'latsi School  
600 Cayuse Road  
Coal Harbour, BC V0N 1K0  
Phone: 250.949.9666  
Fax: 250.949.9680  
Email: [kakotlatsi@rocketmail.com](mailto:kakotlatsi@rocketmail.com)

Kitamaat Village Education Society  
PO Box 1101  
1 Jassee Ave Haisla  
Kitamaat Village, BC V0T 1B0  
Phone: 250.632.3315  
Fax: 250.632.3305  
Email: [brendaduncan@haisla.ca](mailto:brendaduncan@haisla.ca)

[Kwadacha Dune Tiiy](#)

General Delivery  
Fort Ware, BC V0J 3B0  
Phone: 250.471.2002  
Fax: 250.471.2080  
Email: [cathy.seymour@kwadacha.com](mailto:cathy.seymour@kwadacha.com)  
[www.kwadacha.com/kwadacha/education.htm](http://www.kwadacha.com/kwadacha/education.htm)

Kyah Wiget Education Society  
205 Beaver Road, Suite 2  
Smithers, BC V0J 2N1  
Phone: 250.847.1477  
Fax: 250.847.3813  
Email: [diane.mattson@morictown.ca](mailto:diane.mattson@morictown.ca)

Muskoti Learning Centre  
Box 330  
Moberly Lake, BC V0C 1X0  
Phone: 250.788.9754  
Fax: 250.788.9347  
Email: [anorris@saulteau.com](mailto:anorris@saulteau.com)



N'kwala School  
P.O. Box 3700  
Merritt, BC V1K 1J5  
Phone: 250.350.3370  
Fax: 250.350.3319  
Email: [shelley\\_nkwala@msn.com](mailto:shelley_nkwala@msn.com)

[Native Education College](#)  
285 East 5th Avenue  
Vancouver, BC V5T 1H2  
Phone: 604.873.3761  
Fax: 604.873.9152  
Email: [dguinan@necvancouver.org](mailto:dguinan@necvancouver.org)  
[www.necvancouver.org](http://www.necvancouver.org)

Neskonlith Education Centre  
P.O. Box 608  
Chase, BC V0E 1M0  
Phone: 250.679.2963  
Fax: 250.679.2968  
Email: [tammythomas@neskonlithband.com](mailto:tammythomas@neskonlithband.com)

[Nicola Valley Institute of Technology \(NVIT\)](#)  
4155 Belshaw Street  
Merrit, BC V1K 1R1  
Phone: 250.378.3300  
Fax: 250.378.3333  
Email: [vbilly@nvit.bc.ca](mailto:vbilly@nvit.bc.ca)  
[www.nvit.ca](http://www.nvit.ca)

[Northern Shuswap Tribal Council](#)  
17 South 1st Avenue  
Williams Lake, BC V2G 1H4  
Phone: 250.392.7361  
Fax: 250.392.6158  
Email: [C.Sterritt@nstq.org](mailto:C.Sterritt@nstq.org)  
[www.ccweekendu.com](http://www.ccweekendu.com)

Nuxalk College (Lip'Alhayc School)  
P.O. Box 36  
Bella Coola, BC V0T 1C0  
Phone: 250.799.0008  
Fax: 250.799.5513  
Email: [theresabrook@acwsalcta.ca](mailto:theresabrook@acwsalcta.ca)

[Saanich Adult Education Centre](#)  
Box 368  
Brentwood Bay, BC V8M 1R3  
Phone: 250.652.2314  
Fax: 250.652.6920  
Email: [kendra.saec.ca](mailto:kendra.saec.ca)  
[www.saec.ca](http://www.saec.ca)

Seabird College  
Box 650  
Agassiz, BC V0M 1A0  
Phone: 604.796.2177  
Fax: 604.796.3729  
Email: [dianejanzen@seabirdisland.ca](mailto:dianejanzen@seabirdisland.ca)

Seabird Island Indian Band  
Box 650  
Agassiz, BC V0M 1A2  
Phone: 604.796.3061  
Fax: 604.796.3068  
Email: [shariwhite@seabirdisland.ca](mailto:shariwhite@seabirdisland.ca)

Sechelt Indian Band Education Centre  
Box 740  
Sechelt, BC V0N 3A0  
Phone: 604.885.6016  
Fax: 604.885.6071  
Email: [lenorajoe@secheltnation.net](mailto:lenorajoe@secheltnation.net)

[Secwepemc Cultural Education Society](#)  
311 - 355 Yellowhead Hwy  
Kamloops, BC V2H 1H1  
Phone: 250.828.9779  
Fax: 250.326.1127  
Email: [yvonne.fortier@secwepemc.org](mailto:yvonne.fortier@secwepemc.org)



[www.secwepemc.org](http://www.secwepemc.org)

Skeetchestn Band Education

P.O. Box 178

Savona, BC V0K 2J0

Phone: 250.373.2493

Fax: 250.373.2494

Email: [education@skeetchestn.ca](mailto:education@skeetchestn.ca)

Snuneymuxw First Nation/House of Learning

668 Centre Street

Nanaimo, BC V9R 4Z4

Phone: 250.740.2300

Fax: 250.753.3492

Email: [michelles@snuneymuxw.ca](mailto:michelles@snuneymuxw.ca)

Sto:lo Nation

Building 1, 17201 Vedder Road

Chilliwack, BC V2R 4G5

Phone: 604.824.2672

Fax: 604.858.4741

Email: [thelma.wenman@stolonation.bc.ca](mailto:thelma.wenman@stolonation.bc.ca)

Ted Williams Memorial Learning Centre  
Box 93

Burns Lake, BC V0J 1E0

Phone: 250.692.2329

Fax: 250.692.1823

Email: [llacerte@telus.net](mailto:llacerte@telus.net)

Tl'azt'en Adult Learning Centre

P.O. Box 670

Fort St. James, BC V0J 1P0

Phone: 250.648.3227

Fax: 250.648.3288

Email: [wayne.bulmer@tlazten.bc.ca](mailto:wayne.bulmer@tlazten.bc.ca)

Tsay Keh Dene

1877 Queensway Street

Prince George, BC V2L 1L9

Phone: 250.562.8882

Fax: 250.562.8899

Email: [jmorgan@tkdb.ca](mailto:jmorgan@tkdb.ca)

Ts'zil Learning Centre

P.O. Box 232

Mount Currie, BC V0N 2K0

Phone: 604.894.2300

Fax: 604.894.2302

Email: [robertschuster2008@yahoo.ca](mailto:robertschuster2008@yahoo.ca)

Wabsuwilaks'm Gitselasu

2225 Gitaus Road

Terrace, BC V8G 0A9

Phone: 250.635.3301

Fax: 250.635.5335

Email: [education@kitselas.com](mailto:education@kitselas.com)

Wah-meesh Learning Centre

100 Ouwatin Rd. Tashanan P.O. Box 459

Gold River, BC V0P 1G0

Phone: 250.283.2015, local 2135

Fax: 250.283.9279

Email: [Christina.andrews@yuquot.ca](mailto:Christina.andrews@yuquot.ca)

[Wilp Wilxo'oskwhl Nisga'a](http://Wilp.Wilxo'oskwhl.Nisga'a)

Box 237

New Aiyansh, BC V0J 1A0

Phone: 250.633.2292

Fax: 250.633.2463

Email: [dnyce@wwni.bc.ca](mailto:dnyce@wwni.bc.ca)

[www.wwni.bc.ca](http://www.wwni.bc.ca)

Office of Indigenous Affairs/UVIC (Associate Member)

PO Box 1700 STN CSCC

Victoria, BC V8W 2Y2

Phone: 250.472.4913

Fax: 250.472.4952

Email: [franhi@uvic.ca](mailto:franhi@uvic.ca)



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