



## Vancouver Community College Board of Governors Public Meeting Agenda

November 22, 2023, at 5:30 p.m.

VCC Broadway Campus, Room 5025

Additional Zoom option for Public & Guests:

<https://vcc.zoom.us/j/64397010942?pwd=YWFYcWNGNXFITm5qdFBRSGRZRmVOdz09>

**Zoom Phone:** +1 778 907 2071

**Meeting ID:** 643 9701 0942

**Password:** 037455

### ATTENDANCE

#### Board Members

Joey Hartman (Chair, Board/HRC)  
Libby Davies (Vice Chair)  
Jeffrey Yu (Chair, FAC)  
Mahin Rashid (Chair, Governance)  
Chi Lo  
Daniela-Mercedes Ocana-Macias  
Jennifer Cummins  
Nadia Belokopitov  
Paul Yeung  
Ridhi Bhatia  
Seung Oh  
Shobha Rajagopalan  
Sue Hammell

#### Staff Resources

David Wells VP, Academic & Applied Research  
Ian Humphreys VP, Admin & International Development  
Kate Dickerson VP, People Services  
Jane Shin VP, Students & Community Development  
Elmer Wansink AVP, IT & CIO  
Clayton Munro AVP, Student & Enrolment Services  
Tannis Morgan AVP, Academic Innovation  
Jamie Choi ED, Finance & CFO  
Karen Wilson ED, Marketing & Communications  
Surinder Aulakh ED, Safety, Security & Risk Management  
Deborah Lucas EA, Board of Governors (Recording Secretary)  
Brett Griffiths Dean, School of Trades, Tech & Design  
Jessie Williams Dean, Indigenous Initiatives  
Moira Gookstetter ED, VCC Foundation

#### Ex-Officio

Ajay Patel President & CEO  
Natasha Mandryk Chair, Education Council

#### Guests

Taryn Thomson President, VCCFA  
Bobbi Mand Asst. Dept Head. Hospitality Management  
Chris Joyce President, CUPE Local 4627  
Stefan Nielsen Organizer, Advocacy & Governance, SUVCC  
Justine Gonzales Student  
Karen Brooke Dept. Head, School of Instructor Education

**VCC recognizes and acknowledges the Musqueam, Squamish and Tsleil-Waututh people,  
on whose traditional and unceded territories we live, learn and work.**

Item	Topic	Action	Speaker	Time	Attach	Page
1.	CALL TO ORDER, LAND ACKNOWLEDGEMENT/ OPENING REMARKS		J. Hartman/ A. Patel	10min		
2.	APPROVAL OF AGENDA/CONSENT AGENDA					
	<i>“THAT the VCC Board of Governors approve the agenda and approve/ acknowledge receipt of the following items on the consent agenda.”</i>	Decision	J. Hartman	2 min		
	2.1 Minutes: Sept 27, 2023, Public Meeting				✓	3
	2.2 Board Correspondence & Activity				✓	8
	2.3 News & Events – November 2023 Report				✓	9
	2.4 VCCFA Report				✓	11

Item	Topic	Action	Speaker	Time	Attach	Page
<b>3.</b>	<b>NEW BOARD MEMBER OATH OF OFFICE</b>	Info	J. Hartman	10 min	--	--
<b>4.</b>	<b>ACTION TRACKER</b>					
	No items	Info	J. Hartman	1 min	--	--
<b>5.</b>	<b>CONSTITUENCY GROUP REPORTS</b>					
	<b>5.1</b> CUPE Local 4627	Info	Constituency	5 min	--	--
	<b>5.2</b> SUVCC		Reps	5 min	--	--
	<b>5.3</b> VCCFA			5 min	--	--
<b>6.</b>	<b>EDUCATION COUNCIL REPORT</b>		N. Mandryk	15 min		
	<b>6.1</b> Chair's Report	Info			✓	14
	<b>6.2</b> NEW: Automotive Parts and Service Technology Diploma	Decision			✓	16
	<b>6.3</b> SUSPENSION: VR/AR Design and Development Diploma	Decision			✓	23
<b>7.</b>	<b>FINANCE AND AUDIT COMMITTEE REPORT</b>		J. Yu	15 min		
	<b>7.1</b> Chair's Report	Info			--	--
	<b>7.2</b> 2023/24 Forecast to Budget	Info			✓	25
	<b>7.3</b> TUITION: Automotive Parts and Service Technology Diploma (Domestic & International)	Decision			✓	30
<b>8.</b>	<b>GOVERNANCE COMMITTEE REPORT</b>		M. Rashid	30 min		
	<b>8.1</b> Chair's Report	Info			--	--
	<b>8.2</b> NEW: B.1.14 Commercial Card	Decision			✓	33
	<b>8.3</b> REVISED: B.4.1 Procurement	Decision			✓	40
	<b>8.4</b> REVISED: B.1.3 Expense & Travel	Decision			✓	136
	<b>8.5</b> REVISED: A.3.10 Sexual Violence & Misconduct	Decision			✓	143
	<b>8.6</b> REVISED: D.3.11 Transfer Credit Policy	Decision			✓	174
<b>9.</b>	<b>HUMAN RESOURCES COMMITTEE REPORT</b>		J. Hartman	5 min		
	<b>9.1</b> Chair's Report	Info			--	--
<b>10.</b>	<b>INDIGENIZATION AT VCC</b>	Info	J. Williams	10 min	--	--
<b>11.</b>	<b>VCC FOUNDATION</b>	Info	J. Yu/ M. Gookstetter	5 min	--	--
<b>12.</b>	<b>NEW BUSINESS</b>					
	<b>12.1</b> Ministry of Post-Secondary Education & Future Skills - Indigenous Board Members Gathering	Info	N.Belokopitov	5 min	--	--
<b>13.</b>	<b>NEXT MEETING &amp; ADJOURNMENT</b>					
	Next regular meeting: February 7, 2024	Info	J. Hartman	1 min	--	--



## Vancouver Community College Board of Governors

### Public Meeting DRAFT MINUTES

September 27, 2023, at 5:30 p.m.

VCC Broadway Campus, Room 5025

Zoom for guests & public

## ATTENDANCE

### Board Members

Joey Hartman (Chair, Board/HRC)  
 Libby Davies (Vice Chair) REGRETS  
 Jeffrey Yu (Chair, FAC)  
 Mahin Rashid (Chair, Governance)  
 Dr. Chi Lo  
 Justine Gonzales  
 Karen Brooke  
 Nadia Belokopitov  
 Paul Yeung  
 Seung Oh REGRETS  
 Shobha Rajagopalan  
 Sue Hammell  
 Yanni Wong REGRETS

### Staff Resources

David Wells	VP, Academic & Applied Research
Ian Humphreys	VP, Admin & International Development
Kate Dickerson	VP, People Services
Jane Shin	VP, Students & Community Development
Elmer Wansink	AVP, IT & CIO
Clayton Munro	AVP, Student & Enrolment Services
REGRETS	
Tannis Morgan	AVP, Academic Innovation
Jamie Choi	ED, Finance & CFO
Karen Wilson	ED, Marketing & Communications
Surinder Aulakh	ED, Safety, Security & Risk Management
Deborah Lucas	EA, Board of Governors
Patris Aghakian	ED, Institutional Research

### Ex-Officio

Ajay Patel	President & CEO
Natasha Mandryk	Chair, Education Council

### Guests

Taryn Thomson	President, VCCFA
Chris Joyce	President, CUPE Local 4627
Stefan Nielsen	Organizer, Advocacy & Governance, SUVCC

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## 1. CALL TO ORDER, LAND ACKNOWLEDGEMENT & OPENING REMARKS

- J. Hartman called the meeting to order at 5:44 p.m. D. Wells presented the land acknowledgement. J. Hartman presented opening remarks, including:
  - Acknowledging Orange Shirt Day and National Truth & Reconciliation Day on Sept 30. It's a time to reaffirm our shared responsibility to create space for healing and education as we continue our journey towards decolonization and reconciliation.
  - Acknowledged the Premier's announcement of funding for the new Centre for Clean Energy and Automotive Innovation. Congratulated A. Patel and Senior Team. Thanked everyone who attended the July 20th announcement. The Board are looking forward to receiving updates on its progress. As well as hearing about the VCC Foundation's fundraising campaign.
  - Highlighted the upcoming election for positions on the Board and Education Council. Students, faculty and support staff are encouraged to join. Info is available via the Registrar's Office.

- A. Patel's remarks:
  - Thanked organizers and participants involved in on-campus events recognizing Orange Shirt Day and National Truth & Reconciliation Day. He acknowledged the unveiling of an art installation at the Broadway Campus created by Haida artist, Tamara Bell. It honours the survivors and the children who were lost to their families and communities due to the residential school system. He thanked the Squamish Nation community for conducting the Blanket Ceremony on Sept 19, welcoming new Deans, Jessie Williams and David Kirk to VCC.
  - Adding to J. Hartman's comments about the Premier's CCEAI funding announcement, he commented that this successful outcome is the result of invaluable consultation and engagement with the VCC community. It shows commitment to the Campus Plan and the Strategic Innovation Plan that it fits within.

## 2. APPROVAL OF AGENDA & CONSENT AGENDA

**MOTION:** THAT the Board of Governors approve the Sept 27, 2023, public meeting agenda and approve/acknowledge receipt of the following items on the consent agenda:

1. Minutes: Jun 28, 2023, Public Meeting
2. Board Correspondence & Activity
3. News & Events – Sept 2023 Report

**Moved, Seconded & CARRIED (Unanimously)**

## 3. NEW BOARD MEMBER OATH OF OFFICE

- Newly appointed board member Dr. Chi Lo was introduced and sworn in. Dr. Lo is a lawyer. His initial term is for one (1) year, ending Jul 31, 2024.

## 4. ACTION TRACKER

- No actions.

## 5. CONSTITUENCY REPORTS

### 5.1. CUPE Local 4627

- No report.

### 5.2. Student Union of Vancouver Community College (SUVCC)

- The SUVCC Advocacy & Governance Organizer, Stefan Nielsen presented a report to the Board. It informed the Board of the BC Federation of Student's September launch of their "Rise Up" campaign. It combines other tuition advocacy campaigns to have one focus on progressive, stable funding, stopping tuition increases and reducing tuition.
- The results of a recent student survey indicate a common theme of cost-of-living affordability. Additional supports for international students are recommended, including expansion of VCC's emergency food programs. Currently, access to food supplies is via the SUVCC, and Indigenous students also have access to supplies in the Gathering Space.

### 5.3. Vancouver Community College Faculty Association (VCCFA)

- The VCCFA, President, T. Thomson presented a report to the Board which included a request to freeze layoffs for one (1) year. This was received for information.

## 6. EDUCATION COUNCIL (EDCO) REPORT

### 6.1. Chair's Report (presented by N. Mandryk, EdCo Chair)

- Education Council (EdCo) are looking at new ways to develop the Academic Plan. It will be a plan where departments can see themselves reflected in it. As this is a transitional year, a recommendation will not be made to the Board.
- The Academic Governance Committee met in June and began formulating topics to be addressed, e.g., micro credentials, policy rating and review, impact of Artificial Intelligence.
- Elections for positions on EdCo and the Board are conducted in October. Recruitment efforts include virtual info sessions and an info booth at student Welcome Days.
- The Board enquired about Indigenous representation on EdCo. The College & Institute Act allows EdCo to create a seat, and consultation with VCC's Indigenous Education & Engagement department, and community engagement with host Nations on this topic would be of interest.

## 7. FINANCE AND AUDIT COMMITTEE (FAC)

### 7.1. Chair's Report

- Since the last report, the Finance and Audit Committee (FAC) have held two (2) special meetings and one (1) regular meeting.
- The Statement of Financial Information (SOFI) for year ending Mar 31, 2023, was recommended by FAC and approved by the Board for submission to the Ministry of Post-Secondary Education & Future Skills (PSFS).
- Five (5) procurement contract matters have been approved for the following services:
  - Architectural, urban planning and financing consulting services for the Broadway Campus Development Plan
  - Installation of water supply backflow devices at VCC's Broadway Campus
  - Consumables required by the Transportation Trades Programs
  - Outdoor Advertising Space
  - Digital Media Buyer and Associated Advertising
- The next FAC meeting is Nov 8, 2023.

### 7.2. 2023/24 Forecast to Budget

- It was reported that VCC is projecting a balanced budget. The trend of increased international tuition continues, but it also indicates increased domestic tuition in other program areas.
- The enrolment data is conservative, and the November report will provide more accurate data as the September enrolment will be finalized.

### 7.3. TUITION: 2% Increase (Domestic)

- For existing programs and services, the provincial government's Tuition Limit Policy places a 2% increase cap on domestic tuition and mandatory fees.
- To maintain financial stability and sustainability, FAC approved the annual 2% increase, effective Aug 1, 2024. The Board had no questions.

**MOTION:** THAT, on the recommendation the Finance and Audit Committee, the Board of Governors approve the implementation of a 2% increase in domestic tuition and mandatory fees, effective Aug 1, 2024.

**Moved, Seconded & CARRIED (Unanimously)**

#### 7.4. TUITION: 3% Increase (International)

- For the same reasons as the domestic tuition increase proposal, FAC supports a 2% increase to international tuition and mandatory fees (Tuition Limit Policy does not apply) with an additional 1% to establish funding to support international students. Funding will be allocated for entrance awards, scholarships for academic excellence, and the potential funding of outbound educational experiences. VCC will continue to work with the SUVCC on these initiatives, and it will be annually evaluated.

**MOTION:** THAT, on the recommendation of the Finance and Audit Committee, the Board of Governors approve the implementation of a 3% increase in international tuition and mandatory fees, effective August 1, 2024.

**Moved, Seconded & CARRIED (Unanimously)**

#### 7.5. TUITION: Hospitality Management Diploma (Domestic)

- As a result of a program review, the Hospitality Management Diploma has been considered substantially updated by the Ministry of Post-Secondary Education & Future Skills (PSFS) and new tuition has been established. A 10% increase was approved by PSFS, it was subsequently approved by the Finance and Audit Committee.

**MOTION:** WHEREAS, the Ministry of Post-Secondary Education and Future Skills has approved a 10% increase in domestic tuition for the Hospitality Management Diploma Program.

BE IT RESOLVED THAT, on the recommendation of the Finance and Audit Committee, the Board of Governors approve domestic tuition of \$10,595 for the renewed Hospitality Management Diploma, effective Jan 1, 2024.

**Moved, Seconded & CARRIED (Unanimously)**

### 8. GOVERNANCE COMMITTEE (GC)

#### 8.1. Chair's Report

- The Governance Committee (GC) met on Sept 14, 2023. Work continues progressing the recommendations from the annual Board Evaluation. This includes:
  - Adding 3 special topic meetings a year on subjects such as Indigenization & Decolonization, and Justice, Equity, Diversity, and Inclusion.
  - Building connections with each other, VCC Foundation and community outside of regular meetings.
  - Updating policy with a lens of Indigenization, reconciliation and decolonization. Policy C.1.3 Granting of Credentials now includes the statement that “Graduates attending convocation are welcome to wear traditional or ancestral regalia or recognized objects of cultural significance.”

### 9. HUMAN RESOURCES COMMITTEE (HRC) REPORT

#### 9.1. Chair's Report

- The Human Resources Committee (HRC) met in August and conducted the president's Mid-Year Performance Objectives Review with satisfactory results. The HRC are developing the president's three (3) year “deep dive” review to be conducted in the new year.

## 10. 2023-23 INSTITUTIONAL ACCOUNTABILITY PLAN & REPORT

- P. Aghakian presented the Institutional Accountability Plan & Report (IAPR) (2022-23). The IAPR has been prepared in accordance with the Ministry Accountability Framework Standard Manual and Guidelines, and provides outlines of goals, objectives, and outcomes for 2022-23.
- The Ministry appreciated the update on VCC's Campus Plan, including the process for Indigenous consultation and inclusion. VCC has demonstrated it is a key player in BC's education landscape, particularly with its focus on equity, sustainability, and community engagement, specifically consultation with host Nation communities.
- The report presents and increased focus on student and employee mental well-being with the introduction of the Mental Health Framework and by providing resources, counselling, and workshops.

**MOTION:** THAT the Board of Governors approve the VCC Institutional Accountability Plan and Report – 2022-23 Reporting Cycle.

**Moved, Seconded & CARRIED (Unanimously)**

## 11. INDIGENIZATION AT VCC

- N. Belokopitov, A. Patel and Dean, Indigenous Initiatives, Jessie Williams, spoke about the recent Blanket Ceremony, welcoming to Jessie and David Kirk, Dean, Curriculum and Pedagogy, to VCC. Specifically, the significance of oral history.
- A. Patel is proud of the work that VCC has done, and it continues to do in advancing reconciliation.

## 12. VCC FOUNDATION

- J. Yu (Board representative on the VCC Foundation Board (VCCF)) reported on the Sept 18, 2023, VCCF Annual General Meeting. It included:
  - Gearing up for fundraising campaign for the Centre for Clean Energy & Automotive Innovation.
  - Reviewing the Board's competency matrix with the lens of expanding the Board.
  - VCC Foundation Executive Director, Moira Gookstetter will attend the annual Board of Governors retreat to talk about collaborations and connections; how they support VCC and its capital campaign.
- On the topic of collaborations, for students enrolled or accepted into VCC's baking and pastry, and culinary programs, P. Yeung highlighted VCC's partnership with Mars Food's Ben's Original™ on the Seat at the Table™ Fund. It is a scholarship program that creates opportunities for students from under-represented and equity-deserving communities who aspire to build careers in the food industry.

## 13. NEW BUSINESS

- No new business.

## 14. NEXT MEETING & ADJOURNMENT

- The next regular public board meeting is on Nov 22, 2023.
- The meeting adjourned at 7:39 p.m.



**Board of Governors Public Meeting**  
November 22, 2023

### BOARD OF GOVERNORS CORRESPONDENCE

DATE	TO	FROM	DETAIL
Sept 28, 2023	Minister Robinson - Post-Secondary Education and Future Skills  Minister Bailey - Jobs, Economic Development and Innovation  Joan Phillip, MLA, Vancouver-Mount Pleasant	VCC Board Chair	INVITE: Dec 2023 Board Retreat
Oct 23, 2023	VCC Board Chair	Ministry of Post-Secondary Education and Future Skills	NOTIFICATION: Board Appointment Term Expiry

### BOARD OF GOVERNORS ACTIVITY

DATE	EVENT	ATTENDED:
Oct 16, 2023	Ministry of Post-Secondary Education & Future Skills – Indigenous Board Member Gathering	N. Belokopitov
Oct 5, 2023	BCNet Cybersecurity Risk Mgmt Forum (Oct 5)	J. Hartman, A. Patel, J. Yu
Nov 2, 2023	VCC Day	J. Hartman, L. Davies, P. Yeung, J. Cummins



### VCC NEWS AND EVENTS

September-November 2023

- On November 15, VCC hosted **Experience VCC**, its bi-annual open house where prospective students can learn about programs, connect with instructors, have a chance to win a \$1,000 tuition credit, and more.
- SUVCC and International Education hosted **Diwali** and **Bandi Chhor Divas** celebrations at the Broadway and Downtown campuses on November 14 and 15.
- VCC is partnering with **Spud.ca** from November 13 to December 3, to run a food donation drive to fill VCC's Gathering Space Pantry. Customers can donate non-perishable food items in their Spud bins and the donations will be delivered to VCC.
- VCC President Ajay Patel, Vice President David Wells, Dean David Kirk and Associate Director Clay Little participated in **Indigenous Veterans Day** ceremonies and had the great honour of laying a wreath at the cenotaph in Victory Square on November 8.
- On November 2, VCC hosted **VCC Day**, its annual professional development day for VCC employees. The day featured keynote speakers, welcome remarks from Board Chair Joey Hartman and President Ajay Patel, as well as a sneak peek at VCC's refreshed brand that will be publicly launched in February.
- VCC Foundation and **SkilledTradesBC** hosted its Red Seal alumni for a special event at its Downtown campus on October 17. The recognition event—the first since the pandemic—celebrated Red Seal alumni who graduated in 2021 and 2022 and honoured their commitment to excellence and contributions to their profession.
- VCC culinary students and alumni participated in the **Michelin Guide** ceremony preparing food for the attendees present to hear the latest Vancouver additions to the Michelin Guide on October 6.
- On September 27, VCC [unveiled an art installation](#) to honour the lives of children who perished in the residential school system in Canada. The installation, created by Haida artist, **Tamara Bell** is currently on display at the college's Broadway campus public event space.



VCC honoured its Red Seal alumni at a recognition event at the Downtown campus.



- On September 19, VCC was honoured to induct newly appointed Indigenous leaders **Jessie Williams** and **David Kirk** to their respective roles as Dean, Indigenous Initiatives, and Dean, Curriculum and Pedagogy in the presence of family, friends, and the community in a formal ceremony in following the traditions of the Sk̓wx̓wú7mesh (Squamish) Nation.
- VCC hosted a Thai cooking demonstration on September 15, for Asian Culinary Arts students in partnership with the **Thai Consulate General of Vancouver** and the **Association of Southeast Asian Nations (ASEAN)**. Special guests Mr. Rutch Soratana, Consul-General of Thailand, Chayada Sirinukul, Director of the Thai Trade Center Vancouver, and Jumpoth Chawang, Deputy Consul-General also watched the demonstration by chefs from Song (by Kin Kao) restaurant.

### VCC IN THE NEWS (HIGHLIGHTS)

- [Water, land and the canoe the essence behind VCC's innovation centre](#), Journal of Commerce, September 18, 2023.
- [Interview with Tamara Bell and Ajay Patel \(residential school art installation\)](#), APTN National News, October 4, 2023
- [Interview with VCC's Herbie Atwal \(Seat at the Table fund\)](#), CTV Morning Live, September 19, 2023

### UPCOMING EVENTS

- **VCC Music Fall 2023 concert series**, November 20-25, Broadway campus. Free concerts performed by VCC Music students featuring Indigenous vocal ensemble, gamelan, and more.
- **Student Awards, November 24**, Broadway campus. Celebrating student achievement.
- **Fall convocation, November 30**, Queen Elizabeth Theatre. Celebrating graduands from more than 50 VCC programs.
- **Holiday craft market**, December 12, Downtown campus. Handmade gifts made by VCC students.

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PREPARED BY: VCC Marketing & Communications  
 DATE: November 14, 2023

## VCCFA Report to the College Board – November 22, 2023

Report from Bobbi Mand on behalf of Taryn Thomison

### International Student Engagement at Vancouver Community College

Bobbi Mand

Professional Development Report 2022-2023 Submitted May 22, 2023

I am here before you to discuss my PD project “International Student Engagement at Vancouver Community College” and to discuss what I have done since I wrote this report. My purpose in writing the report and speaking to you is to address the issues faced by international students and faculty who work with these international students. I have been working in the Hospitality Management Department for the past five years and the issues seem to be growing. In my report I listed a number of issues. I will provide you with a synopsis:

- Language Issues
- Rental Issues
- Homelessness (3 cases I am aware of this term)
- Employment Issues
- Health and Food Insecurity Issues
- Mental Health Issues
- Racism Issues

I have provided some solutions for these issues. One solution was to create a Charter led by International Students for them to list the issues they face and possible solutions. Since I wrote this report, I have had the Hospitality Management Student-Led EDI Committee create a Charter with their own ideas. Interestingly enough, they came up with the same issues and for the most part some of the same solutions. Some of the solutions are as follows:

**Language Issues:** Student Support Instructor in departments that contain many international students – SSI should be based on ratio of international students.

**Rental Issues:** Students need to be aware of their rights. Providing key facts to students about rental rules pertaining to the following would be helpful:

- Rent increases
- Security Deposits
- Eviction
- Services – heat, electricity, etc.
- Landlord’s Entry
- Vetted homestay options

**Employment Issues:** Students need to be aware of their rights. Providing key facts to students from the Employment Standards Act pertaining to the following would be helpful:

- Wages
- Gratuities
- Deductions
- Breaks
- Hours of Employment and Overtime
- Statutory Holidays
- Vacation

**Health and Food Insecurity Issues:** Find available funding to support the food insecurity issues.

Suggestions:

- Provide food vouchers for the cafeteria
- Set up a Food Bank at the school
- Provide details about Food Banks that are available around the Metro Vancouver area.
- Sikh temples also provide free meals to anyone who walks through their doors.

**Mental Health Issues:** Provide ways to make the students feel as if they belong such as develop clubs or committees that specifically focus on international student engagement. The student-led Equity Diversity and Inclusion Committee piloted by the Hospitality Management Department is an example.

Other solutions:

- a mentorship program
- International Office to hire representatives from the countries representing a majority of international students
- CBIE membership - The Canadian Bureau of International Education (CBIE) 2020 – 2025 Strategic Plan
  - Enabling organizations to engage and partner with CBIE
  - Allowing CBIE membership and adjusting the requirements of membership whereby members would participate in surveys, share data, and participate in meetings
  - Supporting members on various aspects of internationalization
  - Developing a Diversity and Inclusion Advisory Committee

The following stakeholders can provide valuable input in improving the lives of international students who enter Vancouver:

- Members of the provincial and municipal government
- International students
- Vancouver Community College Administrators International Education Office Department Heads and Faculty Members of Programs that have registered International Students
- Counselling and Advising
- Student Union
- Community Agency Leaders that employ students especially in relation to the program they are studying such as the Hospitality Management Diploma or Degree program

When I first started working in the Hospitality Management Department, I was a Student Support Instructor. I recently became the Interim Assistant Department Head. In this role, I see issues from another lens - the faculty lens. Teaching international students comes with many challenges. Here is a list I have been dealing with:

- Students not wanting to work with others from particular countries
- Inability to function in a post-secondary environment
- Academic Integrity – in one day alone I have written 27 plagiarism reports – we deal with 3 to 4 a day
- Non-academic misconduct
- Increase class sizes – banner has a cap at 25, but instructors have more than 25 – PDD has 35 students
- Teacher burnout due to all the above
- This department alone will have more than 1,000 students in January 2024, yet only 2 Program Assistants who are burnt out and 2 Department Heads and 1.0 FTE for Student Support

We need these issues to be addressed because instructors are getting sick more often and students in this department are complaining as well. They believe that if they are paying such high fees; they should be given the service that they deserve. They should have proper classrooms and should not have such large classes. We need to ensure that these international students are integrated to build on Canada's economic growth which is the reason for accepting them in the first place. The current model does not achieve this. I am asking the college to address these issues which are issues that other post-secondary institutes are also facing. We should not be part of the problem. If we work together, we can be the pioneers in British Columbia in solving these issues so there is a healthy balance.



## INFORMATION NOTE

**PREPARED FOR:** Board of Governors

**DATE:** November 22, 2023

**ISSUE:** Education Council Chair Report to Board of Governors

### CONCEPT PAPER: CLEAN ENERGY TECHNOLOGY DIPLOMA

A concept paper for a proposed Clean Energy Technology Diploma was presented to Education Council in October. This program addresses the growing need for professionals trained in clean energy systems, electrical technologies, and sustainable practices. The program will provide students with a foundation to move into various career paths that are expected to emerge over the next years, including in the automotive and renewable energy sectors.

This proposal echoes the fundamental priorities and objectives of VCC's Strategic Innovation Plan and contributes to the realization of VCC's vision for an innovative and sustainable future. Specifically, it aligns with VCC's planned Centre for Clean Energy and Automotive Innovation (CCEAI), which will eventually house this program. The program launch is planned for 2025; it can be delivered in existing campus facilities while the CCEAI is under construction.

Canadian jobs in clean energy are set to grow 7% a year, from 509,000 in 2025 to 2.7 million in a net-zero 2050. That's according to new modelling by Clean Energy Canada and Navius Research, which investigated different Canadian energy scenarios out to 2050.

While this the two-year diploma program is geared towards international students, it will be open to domestic enrolment. The department will work with SkilledTradesBC to determine if students can receive credit for the first year of an electrician apprenticeship.

The presentation at EdCo included a discussion about Indigenization; there was an informal recommendation to review curriculum from Nicola Valley Institute of Technology (NVIT), noting their Renewable Energies Technology diploma includes a study of Indigenous perspectives on lands and resource development.

## **PROVISIONAL APPROVAL OF NEW PROGRAMS PROCESS**

In 2019, Education Council launched a pilot process for provisional approval of new programs. It is intended to provide guidance and support to new programs and allow flexibility to make minor curriculum changes quickly and responsively.

The process establishes an ad hoc committee of EdCo for each new or significantly revised program that has opted into this process, often when an entirely new department is created. The committee supports the department through its first full program launch and has the authority to approve minor curriculum changes. Noting the experience with the first five programs going through provisional approval have been positive, EdCo approved the process on a permanent basis at its October 2023 meeting.

## **ACADEMIC GOVERNANCE COUNCIL**

The Academic Governance Council met on November 6 at BCIT's Burnaby campus and remotely. The council is made up of EdCo chairs and vice-chairs from institutions across B.C.

Representatives shared institutional reports highlighting major change initiatives, governance updates, and areas of EdCo interest or development. Topics of discussion included the role of the registrar in academic governance and strategies for establishing dedicated Indigenous member seats on education councils.

## **EDUCATION COUNCIL ELECTIONS**

There was great engagement in the recent election, and all positions on EdCo have been filled – a big thank you to all candidates for putting their names forward to participate in the governance process at VCC.

We warmly welcome our new members: Simranjot Kaur, Dana Valeria Rodriguez Arellano, Jessica Ligeralde (student representatives); Brianna Higgins, Emily Simpson, Lisa Beveridge (faculty representatives); and Kseniia Osipova (staff representative). We look forward to continuing to work with our re-elected members Vivian Pardalis Munroe, Marcus Ng, Louise Dannhauer, Todd Rowlatt and Natasha Mandryk.

We would like to say thank you and farewell to our departing members: Ali Oliver (staff representative), Andy Sellwood and Janita Schappert (faculty representatives) not only served on Education Council but also on its standing committees. Gabby Sarnoh, Sonal Singh, and Emmy Cheung contributed the student perspective to EdCo during their terms.

**PREPARED BY:** Natasha Mandryk, Chair, Education Council

**DATE:** November 14, 2023



## DECISION NOTE

<b>PREPARED FOR:</b>	Board of Governors
<b>DATE:</b>	November 22, 2023
<b>ISSUE:</b>	<b>RECOMMENDATION FOR APPROVAL:</b> New Program: Automotive Parts and Service Technology Diploma

### BACKGROUND:

The School of Trades, Technology and Design is proposing a new credential: the Automotive Parts and Service Technology Diploma. The program is designed to train students for in-demand jobs in automotive businesses focused on inventory, sales and distribution of parts, along with management of the service side.

The program is suitable for those interested in entering the automotive field, as well as those with previous work experience wishing to further their careers. The intent is to initially target international students, but the program is open to domestic enrolment.

If approved, VCC's two-year diploma will be the only program of its kind in the Lower Mainland (KPU has a shorter program, and BCIT offers a single course in this area).

Automotive Parts and Service Technology Diploma graduates will be able to meet the following program learning outcomes:

- Select and resell replacement parts for a variety of automotive applications.
- Manage automotive parts inventory.
- Manage the customer experience in an automotive shop as a service advisor.
- Explain the operation of a variety of automotive parts and service businesses.
- Explain the function and operation of automotive parts.
- Determine appropriate preventative maintenance and service for a variety of automotive applications.
- Communicate effectively with stakeholders in the automotive industry.
- Explain the function and operation of emerging automotive technology including zero emission vehicles and advanced driver assist systems.

**DISCUSSION:**

Curriculum Committee reviewed the proposal in August 2023. Based on committee feedback, options for prior learning assessment and recognition (PLAR) for those with experience in the industry were included. There was some discussion about the level of communication skills embedded in the curriculum relative to the language support needs of English language learners. The Trades Success Centre can provide some support to students.

Education Council reviewed the proposal at its September 12, 2023 meeting and unanimously voted to recommend its approval.

**RECOMMENDATION:**

THAT, on the advice of Education Council, the Board of Governors approve the new Automotive Parts and Service Technology Diploma credential and program implementation.

**ATTACHMENT:** APPENDIX A – Program Content Guide (PCG) for the Automotive Parts and Service Technology Diploma

**PREPARED BY:** Natasha Mandryk, Chair, Education Council

**DATE:** November 14, 2023



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# Automotive Parts and Service Technology Diploma

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## Program Content Guide

Effective Date: September 2024

## **Purpose**

In the Automotive Parts and Service Technology Diploma program, students learn the knowledge and skills to work effectively as automotive service advisors or automotive parts persons. Special attention is paid to advanced technology in the automotive field such as zero emissions vehicles and advanced driver assist systems. Graduates will also have a strong foundation of knowledge to prepare for future management roles within the industry.

## **Admission Requirements**

- Grade 12 graduation or equivalent
- Knowledge of English demonstrated by one of the following:
  - Composition 12 with a minimum 'C-' grade or equivalent, or
  - [English Language Proficiency](#) at an English 12 'C-' level
- Workplace Math 10 with a minimum 'C-' grade or equivalent

## **Prior Learning Assessment & Recognition (PLAR)**

Students may request formal recognition of prior learning attained through informal education, work, or other life experience, including Indigenous ways of knowing. Credits may be granted to students who are able to sufficiently demonstrate the learning outcomes of specific courses. PLAR is available for all courses in the program, up to a maximum of 6 credits per term.

Methods of PLAR vary by course, and may include a challenge exam, submission of a product or portfolio for review, or a practical demonstration. Please contact the Department for details. See the [D.3.5 Prior Learning Assessment](#) Policy and Procedures for more information.

\*International Students requesting PLAR, please contact [VCC International Education Advising](#) to learn how PLAR can impact immigration status, prior to proceeding with the PLAR request.

## **Program Duration & Maximum Time for Completion**

Two years with a maximum time of completion of five years.

## **Program Learning Outcomes**

Upon successful completion of this program, graduates will be able to:

- Select and resell replacement parts for a variety of automotive applications.
- Manage automotive parts inventory.
- Manage the customer experience in an automotive shop as a service advisor.
- Explain the operation of a variety of automotive parts and service businesses.
- Explain the function and operation of automotive parts.
- Determine appropriate preventative maintenance and service for a variety of automotive applications.
- Communicate effectively with stakeholders in the automotive industry.
- Explain the function and operation of emerging automotive technology including zero emission vehicles and advanced driver assist systems.

**Instructional Strategies, Design, and Delivery Mode**

Lecture, group work, case studies, discussions, presentations, guest speakers, online activities.

**Evaluation of Student Learning**

Students are evaluated by both theory and practical evaluations for a combined mark to be assigned for each course.

Theory is evaluated by: Course work and competency tests and final examinations.

Practical is assessed by: rubrics to evaluate the students' performance of their competency, work habits, safety, participation, teamwork, and the ability to follow instructions.

Students must receive a minimum program grade point average of 'C' (2.0) to successfully graduate, and a minimum grade point average of 'C' (2.0) in each course to advance into subsequent courses/terms in the program.

**Recommended Characteristics of Students**

- Basic computer skills
- Good general health and respiratory condition
- Physical strength and stamina compatible with the handling of parts and equipment as required by the program
- Ability to tolerate noise and vibration
- Good manual dexterity
- Good hand-eye co-ordination
- Good eyesight and normal colour vision

**Courses**

<b>Term</b>	<b>Course #</b>	<b>Course Name</b>	<b>Credits</b>
One	APST 1101	Introduction to the Partsperson Trade	3.0
	APST 1102	Warehousing Tasks and Parts Catalogues	3.0
	APST 1103	Counter Duties and Basic Vehicle Systems	3.0
	APST 1104	Introduction to Mechanical Parts	3.0
	APST 1105	Standard Stock, Lubricant & Shop Supplies	3.0
Total Credits per Term:			15.0
Two	APST 1201	Catalogues and Engine Components	3.0
	APST 1202	Engine Support Systems	3.0
	APST 1203	Canadian Occupational Health & Safety	3.0
	APST 1204	Automotive Service Systems and Shop Safety	3.0
	APST 1205	Automotive Workplace	3.0
Total Credits per Term:			15.0
Three	APST 2101	Emerging Transportation Technologies 1	3.0
	APST 2102	Introduction to Management	3.0
	APST 2103	Organizational Performance	3.0
	APST 2104	Project Management in Automotives	3.0
	APST 2105	Automotive Operations Management	3.0
Total Credits per Term:			15.0
Four	APST 2201	Automotive Managerial Accounting	3.0
	APST 2202	Service Advising	3.0
	APST 2203	Emerging Transportation Technologies 2	3.0
	APST 2204	Merchandising & Inventory Management	3.0
	APST 2205	Digital Marketing for Automotives	3.0
Total Credits per Term:			15.0

**Total Program Credits: 60.0**

## Transcript of Achievement

The evaluation of learning outcomes for each student is prepared by the instructor and reported to the Student Records Department at the completion of semesters.

### Grading Standard

Grade	Percentage	Description	Grade Point Equivalency
A+	96-100		4.33
A	91-95		4.00
A-	86-90		3.67
B+	81-85		3.33
B	76-80		3.00
B-	70-75		2.67
F	0-69		0.00
S	70 or greater	Satisfactory – student has met and mastered a clearly defined body of skills and performances to required standards	N/A
U		Unsatisfactory – student has not met and mastered a clearly defined body of skills and performances to required standards	N/A
I		Incomplete	N/A
IP		Course in Progress	N/A
W		Withdrawal	N/A
<b>Course Standings</b>			
R		Audit. No Credit	N/A
EX		Exempt. Credit granted	N/A
TC		Transfer Credit	N/A

## Grade Point Average (GPA)

1. The course grade points shall be calculated as the product of the course credit value and the grade value.
2. The GPA shall be calculated by dividing the total number of achieved course grade points by the total number of assigned course credit values. This cumulative GPA shall be determined and stated on the Transcript at the end of each Program level or semester.
3. Grades shall be assigned to repeated courses in the same manner as courses taken only once. For the purpose of GPA calculation of grades for repeated courses, they will be included in the calculation of the cumulative GPA.

### VCC Education and Education Support Policies

There are a number of **Education** and **Education Support** policies that govern your educational experience at VCC, please familiarize yourself with them. The policies are located on the VCC website at: <http://www.vcc.ca/about/governance--policies/policies/>



## DECISION NOTE

**PREPARED FOR:** Board of Governors

**DATE:** November 22, 2023

**ISSUE:** **RECOMMENDATION FOR APPROVAL:**  
Program Suspension: VR/AR Design and Development Diploma

### BACKGROUND:

The Virtual Reality/Augmented Reality (VR/AR) Design and Development Diploma is a joint educational offering with the Vancouver Film School (VFS). A memorandum of understanding with VFS was executed in March 2019, followed by an affiliation agreement in 2020. Students complete foundational courses at VCC, VR/AR courses at VFS, and an extended practicum through VCC. VCC is the credential granting institution.

There have been significant challenges in marketing and recruiting for this program, which was targeted mostly towards domestic students, but open to international enrolment. Domestic students are able to register for the VFS two-term program. Demand for the joint offering is low; it is believed that the cost of the workplace practicum is a deterrent.

There has also been a lack of international student interest, since the program offers limited post-graduation work permit (PGWP) eligibility. Other barriers to international enrolment have included program cost and the math admissions requirement.

Due to ongoing low enrolment, the dean and department agreed to pursue program suspension in accordance with policy C.3.3 Suspension and/or Discontinuance of Programs. Though the department's decision was not unanimous, there was strong support in favour of program suspension.

Contingent on approval by the Board of Governors, following the above policy, the suspension will be reviewed in two years for a final decision on program cancellation.

### DISCUSSION:

The proposal was presented to Education Council at its October 10, 2023 meeting.

It was clarified that the program will be taught out to current students. VFS was notified of the intent to terminate the Memorandum of Understanding (MOU) before the next intake.

There was a discussion about the process related to the associated affiliation agreement in the event the program is suspended or cancelled. D. Wells, VP Academic & Research, explained that the

agreement will need to be reviewed to ensure that it appropriately reflects any changes in program status.

**RECOMMENDATION:**

THAT, on the advice of Education Council, the Board of Governors approve the suspension of the VR/AR Design and Development Diploma.

**PREPARED BY:** Natasha Mandryk, Chair, Education Council

**DATE:** November 15, 2023



## INFORMATION NOTE

**PREPARED FOR:** Board of Governors  
**DATE:** November 22, 2023  
**ISSUE:** **2023/24 Forecast to Budget**

### 2023/24 October Forecast to Budget Overview

2023/24 October Forecast (6 months actual + 6 months forecast) in **Table 4** shows that VCC is projecting a surplus of \$1.5M. Revenue is forecasted to be \$165.3 million compared to budget of \$159 million (\$6.25 million above budget) and prior year of \$143.9 million (\$21.3 million above than prior year). Domestic tuition revenue is down by \$156K (excluding ABE/EAL) compared to original budget, and international revenue is up by \$3.1 million. **(Table 1, 2 and 3).**

The School of Hospitality, Food Studies and Applied Business domestic tuition revenue is \$93K lower than budget. International tuition revenue is up by \$1.8 million; Project Management and Business Management programs are up by \$964K, and Baking & Pastry and Culinary Arts programs are up by \$449K. The School of Trades, Technology and Design domestic tuition revenue is higher than budget by \$97K and international tuition revenue is higher than budget by \$292K.

The School of Health and Science domestic tuition revenue is lower by \$49K and international tuition revenue is higher by \$70K than budget. The School of Arts and Sciences domestic tuition is lower than budget by \$49K, and international tuition revenue is up by \$302K. College Foundations programs tuition revenues are down by \$86K than budget, but ESL Pathway programs domestic tuition is increased by \$252K, and UT programs international tuition is increased by \$193K compared to budget.

Continuing Studies domestic tuition revenue was down by 129K, and international tuition revenue was up by \$577K from ECCE, Option and IT Network programs. Other revenues such as parking, space rental, commercial services and interest income are higher by \$2.15 million. This increase is mainly due to the higher interest rates.

Expenses are forecasted to be \$163.7 million compared to budget of \$159 million (\$4.6 million higher than budget) and prior year of \$142.8 million (\$20.9 million above than prior year). The salary and benefit expenses are higher to accommodate increased enrolments and additional positions are projected in the forecast. The main increases in professional fees and building and telecom are due to legal fee increase by \$300K, agency fees \$450K, and due to higher cost to address aging infrastructures and cleaning fee increase of \$495K.

**ATTACHMENTS:** APPENDIX A  
Table 1, 2 and 3: Summary – Forecast Revenue by School (Apr 2023 – Mar 2024)  
Table 4 – Statement of Operations: 2023/24 Forecast with Six Months Actual (Ended September 30, 2023) and Six Months Forecast

**PREPARED BY:** Jamie Choi, Executive Director FS & CFO

**DATE:** November 1, 2023

## Summary – Forecast Revenue by School

## APPENDIX A

**Table 1:**  
**Domestic Tuition Revenue by School – Forecast Compared to Budget and Prior Year**

	Current Year 2023/24 Forecast (Apr 2023 - Mar 2024)	Current Year 2023/24 Budget (Apr 2023 - Mar 2024)	Variance (Forecast vs Budget)	Prior Year 2022/23 Actuals (Apr 2022 - Mar 2023)	Variance (Current Year Forecast vs Prior Year Actuals)
CENTRE FOR CONTINUING STUDIES	2,555,287	2,684,487	(129,200)	2,649,178	(93,891)
SCHOOL OF ARTS AND SCIENCES	1,392,236	1,442,020	(49,784)	1,476,888	(84,652)
ABE & EAL TUITION FREE	3,956,793	3,810,242	146,551	3,453,102	503,691
SCHOOL OF HEALTH	4,482,288	4,531,716	(49,428)	4,292,040	190,248
SCHOOL OF HOSP, FOOD & BUSINESS	1,443,230	1,536,290	(93,060)	1,562,197	(118,968)
CENTER FOR EDUCATION EXCELLENCE	791,046	724,169	66,877	634,511	156,535
SCHOOL OF TRADES, TECH & DESIGN	2,702,592	2,604,931	97,661	2,605,973	96,620
	<b>17,323,471</b>	<b>17,333,855</b>	<b>(10,384)</b>	<b>16,673,888</b>	<b>649,583</b>

**Table 2:**  
**International Tuition Revenue by School – Forecast Compared to Budget and Prior Year**

	Current Year 2023/24 Forecast (Apr 2023 - Mar 2024)	Current Year 2023/24 Budget (Apr 2023 - Mar 2024)	Variance (Forecast vs Budget)	Prior Year 2022/23 Actuals (Apr 2022 - Mar 2023)	Variance (Current Year Forecast vs Prior Year Actuals)
CENTRE FOR CONTINUING STUDIES	7,987,419	7,410,171	577,248	4,711,888	3,275,531
SCHOOL OF ARTS AND SCIENCES	564,340	261,697	302,643	610,649	(46,310)
SCHOOL OF HEALTH	1,302,479	1,232,044	70,435	440,660	861,819
SCHOOL OF HOSP, FOOD & BUSINESS	42,147,979	40,250,487	1,897,492	29,118,036	13,029,943
CENTER FOR EDUCATION EXCELLENCE	1,278	0	1,278	72,282	(71,004)
SCHOOL OF TRADES, TECH & DESIGN	12,634,926	12,342,329	292,597	11,233,748	1,401,178
	<b>64,638,420</b>	<b>61,496,728</b>	<b>3,141,692</b>	<b>46,187,263</b>	<b>18,451,157</b>

**Table 3:**  
**Combined Domestic and International Tuition Revenue by School - Forecast**

	<b>Current Year 2023/24 Forecast (Apr 2023 - Mar 2024)</b>	<b>Current Year 2023/24 Budget (Apr 2023 - Mar 2024)</b>	<b>Variance (Forecast vs Budget)</b>	<b>Prior Year 2022/23 Actuals (Apr 2022 - Mar 2023)</b>	<b>Variance (Current Year Forecast vs Prior Year Actuals)</b>
CENTRE FOR CONTINUING STUDIES	10,542,706	10,094,658	448,048	7,361,066	3,181,640
SCHOOL OF ARTS AND SCIENCES	1,956,575	1,703,717	252,858	2,087,537	(130,962)
ABE & EAL TUITION FREE	3,956,793	3,810,242	146,551	3,453,102	503,691
SCHOOL OF HEALTH	5,784,767	5,763,760	21,007	4,732,700	1,052,067
SCHOOL OF HOSP, FOOD & BUSINESS	43,591,208	41,786,777	1,804,431	30,680,233	12,910,975
CENTER FOR EDUCATION EXCELLENCE	792,324	724,169	68,155	706,793	85,531
SCHOOL OF TRADES, TECH & DESIGN	15,337,518	14,947,260	390,258	13,839,720	1,497,798
	<b>81,961,891</b>	<b>78,830,583</b>	<b>3,131,308</b>	<b>62,861,151</b>	<b>19,100,740</b>

**Statement of Operations – Comparison to Budget and Prior Year  
2023/24 Forecast with Six Months Actual (Ended September 30, 2023) and Six Months Forecast**

Table 4:

(In \$ Thousands)	Current Year 2023/24 Forecast (6 + 6)	Current Year 2023/24 Budget	Forecast vs Budget	Comments	Prior Year 2022/23 Actuals	Current Year Forecast vs Prior Year Actuals
Province of B.C. Grants	56,638	56,990	(353)	ITA funding reduced by \$300K	52,159	4,478
Adult Upgrading Grant (AUG)	416	350	66		316	100
Sales of goods and services	4,817	4,503	314	Rental revenue by \$56K; food services revenue \$82K; bookstore revenue \$46K; salon and spa revenue by \$50K higher than budget	4,789	28
Tuition and student fees	82,245	78,752	3,492	Table 1, 2 & 3	63,463	18,781
ABE/EAL Tuition Free	3,957	3,810	147	College Foundations \$86K less than budget; EAL \$252K higher than budget	3,453	504
Other grants, fees & contract services	6,330	5,891	440	CICAN Training \$100K; AAAB \$58K; MLA \$37K; Video Game Micro Cred \$77K; DigiBC Flex \$96K and CALP \$32K higher than budget	8,739	(2,409)
Miscellaneous income	2,084	2,282	(198)	Movie rental \$186K lower than budget	2,523	(439)
Donation income (Foundation Related)	947	675	272	Unbudgeted entrance bursary distributed	640	307
Amortization of deferred capital contribution	5,444	5,134	310		5,534	(90)
Interest income	2,463	700	1,763	Due to higher interest rates	2,351	111
<b>REVENUES</b>	<b>165,340</b>	<b>159,087</b>	<b>6,252</b>		<b>143,968</b>	<b>21,372</b>
<b>SALARY AND BENEFIT EXPENSES</b>	<b>111,352</b>	<b>110,203</b>	<b>(1,150)</b>	Salary and benefit increased to accommodate increased tuition revenues, additional positions projected in the forecast.	<b>101,903</b>	<b>(9,449)</b>
Supplies and general expenses	13,723	12,620	(1,104)	Overall general supplies and equipment increased by \$650K; additional bursary support for Foundation	10,301	(3,423)
AUG Financial Aid	416	350	(66)		316	(100)
Bursary/Scholarship	947	675	(272)		640	(307)
Professional fees	15,977	14,928	(1,049)	Increased legal fee by \$300K and international students agency commission \$450K, additional professional fees \$150K for increased contracts	9,639	(6,338)
Building and telecom	8,133	7,638	(495)	Cleaning and other building maintenance fees increased	7,705	(428)
Cost of Goods Sold	3,329	3,120	(209)	Cost of goods sold higher due to higher ancillary revenues	3,195	(134)
Depreciation Expense	9,894	9,553	(341)	Depreciation revenue increased by \$310K	9,157	(737)
<b>OPERATING EXPENSES</b>	<b>52,419</b>	<b>48,885</b>	<b>(3,535)</b>		<b>40,953</b>	<b>(11,466)</b>
<b>TOTAL EXPENSES</b>	<b>163,772</b>	<b>159,087</b>	<b>(4,685)</b>		<b>142,857</b>	<b>(20,915)</b>
<b>NET SURPLUS (DEFICIT)</b>	<b>1,568</b>		<b>1,568</b>		<b>1,111</b>	<b>457</b>

\*ABE : Adult Basic Education  
\*CCA: College & Career Access

\*EAL : English as Additional Language  
\*CF: College Foundation

\*AAAB: Administrative Accounting and Bookkeeping  
\*AUG: Adult Upgrading Grant

\*CALP - Community Adult Literacy Funding



## DECISION NOTE

**PREPARED FOR:** Board of Governors

**DATE:** November 22, 2023

**ISSUE:** **RECOMMENDATION FOR APPROVAL:**  
TUITION: Automotive Parts and Service Technology Diploma  
(Domestic & International)

### BACKGROUND:

*The 2022 BC Labour Market Outlook anticipates 1,017,000 job openings to 2032 in BC. Nearly 80 per cent of these job openings typically require some form of post-secondary education or training. The majority of those job openings (59%) are a result of industry growth rather than replacement demand. Full report can be downloaded from <https://www.workbc.ca/research-labour-market/bcs-labour-market-outlook-2022-edition>*

Below is the breakdown of the number of Automotive Parts and Service jobs openings in BC to 2032:

Occupation	Job opening to 2032	Median wage rate
<b>Automotive Service Adviser</b>	7300	\$21.63
<b>Automotive Parts Person</b>	1930	\$25.00
<b>Automotive Service Manager</b>	2490	\$45.67

<https://www.workbc.ca/research-labour-market/bcs-labour-market-outlook-2022-edition>

### DISCUSSION:

For over 50 years, Vancouver Community college (VCC) has offered academic and training programs that inspire relevant real-world training and education. Currently, VCC offers 31 diploma programs with 95% of graduates employed. VCC programs have an excellent reputation in the Lower Mainland, and graduates report the programs are providing a high quality of education and were highly satisfied with their education. Recent fast-facts reports have shown that 93% of students are satisfied with the quality of instruction.

The development of the new Automotive Parts and Service Technology diploma program creates an opportunity to meet the demand for skilled professional in automotive parts and service sector at tuition fee level that is competitive and sustainable.

In recommending tuition for this program, VCC has reviewed the tuition of similar diploma programs at other institutions. This new program is 60 credits, some comparable programs are charged the following tuition fees:

INSTITUTION	Length	TOTAL
Centennial College – Diploma (International)	Two Years	\$37,482
Centennial College – Diploma (Domestic)	Two Years	\$7,494
SAIT – Diploma (International)	Two Years (63 cr.)	\$36,518
SAIT – Diploma (Domestic)	Two Years (63 cr.)	\$14,240

<https://www.sait.ca/programs-and-courses/diplomas/business-administration-automotive-management>

<https://www.centennialcollege.ca/programs-courses/full-time/automotive-parts-service-operations/>

**OPTIONS:**

**Option 1:** International tuition: \$28,200  
Domestic tuition: \$22,457

**Implications:** The international tuition rate is much lower than other similar programs in Canada, but domestic tuition is substantially higher. This tuition level will fully recover all current direct and indirect costs.

**Option 2:** International tuition: \$38,280  
Domestic tuition: \$22,457

**Implications:** The international tuition rate is a little higher than other similar programs in Canada, and domestic tuition is substantially higher. This tuition level will fully recover all current direct and indirect costs.

**RECOMMENDATION: Option 2**

THAT, on the recommendation of the Finance and Audit Committee, the Board of Governors approve tuition for the Automotive Parts and Service Technology Diploma Program, effective January 1, 2025

International: \$38,280  
Domestic: \$22,457

**ATTACHMENTS:** APPENDIX A – Financial Analysis

**PREPARED BY:** Brett Griffiths, Dean, School of Trades, Technology and Design

**Program Name: Automotive Parts and Service Technology**

Anticipated Start Date: Jan 2025

Scenarios	Option 1 (24-25)	Options 2 (24-25)
Tuition per student - International	\$28,200	\$38,280
Tuition per student - Domestic	\$ 22,457	\$ 22,457
No. of Intakes	1	1
No. of students per intake - Domestic (projected)	2	2
No. of students per intake - International (proj)	24	24
Total students (with X FTE attrition) - Domestic	1	1
Total students (with X FTE attrition) - International	22	22
Student FTE - Domestic	1.6	1.6
Student FTE - International	34.7	34.7
Student FTE - Total	36.3	36.3
Duration - instructor months	9	9
Program Duration	16	16
Duration - instructional programming days	180	180
Other days	20	20
Department head release days	60	60
Duty days per year	180	180
Instructor FTE required per intake	1.44	1.44
Number of credits	60	60
Tuition Fee per Credit -Domestic	374	374
Tuition Fee per Credit - International	489	638
Support Staff FTE	0.50	0.50
Operational costs	\$ 10,000	\$ 10,000
Revenue per credit per student	\$ 313	\$ 404
Cost per credit per student	\$ 313	\$ 335
Revenue per student	\$ 18,790	\$ 24,267
Cost (breakeven tuition fee) per student	\$ 18,781	\$ 20,081
Breakeven tuition fee per credit per student	\$ 313	\$ 335
Tuition fees per student - Domestic	\$ 14,223	\$ 14,223
Tuition fees per student - International	\$ 18,582	\$ 24,244

<b>Revenue</b>			
Projected Tuition revenue -Domestic	\$	22,457	\$ 22,457
Projected Tuition revenue - International	\$	645,480	\$ 842,160
Projected Tuition revenue -Other Fees	\$	14,451	\$ 16,669
<b>Total revenue (projected)</b>	<b>\$</b>	<b>682,388</b>	<b>\$ 881,286</b>
<b>Instructor</b>			
Salary (step 1)	\$	165,619	\$ 165,619
Benefits (27%) (FY2324)	\$	44,717	\$ 44,717
<b>Total instructor costs</b>	<b>\$</b>	<b>210,337</b>	<b>\$ 210,337</b>
<b>Support Staff</b>			
Salary	\$	33,057	\$ 33,057
Benefits (30%)	\$	9,917	\$ 9,917
<b>Total support staff costs</b>	<b>\$</b>	<b>42,974</b>	<b>\$ 42,974</b>
<b>Total labour cost</b>	<b>\$</b>	<b>253,311</b>	<b>\$ 253,311</b>
<b>Operational costs</b>			
Intl Student Agency Fees	\$	96,822	\$ 126,324
<b>Total operational costs</b>	<b>\$</b>	<b>172,972</b>	<b>\$ 202,474</b>
<b>Indirect student support</b>			
Indirect student support	\$	255,770	\$ 273,471
<b>Total indirect student support</b>	<b>\$</b>	<b>255,770</b>	<b>\$ 273,471</b>
<b>Total expenditures</b>	<b>\$</b>	<b>682,053</b>	<b>\$ 729,256</b>

<b>Gross Margin Income Statement</b>		
Gross margin breakeven tuition per student	\$ 7,251	\$ 7,251
Minimum number of students to cover gross margin	15	11
Minimum number of students to cover direct + indirect	15	11
Minimum number of students to cover all costs	23	18



## DECISION NOTE

**PREPARED FOR:** Board of Governors

**DATE:** November 22, 2023

**ISSUE:** **RECOMMENDATION FOR APPROVAL:**  
New: B.1.14 Commercial Card Policy & Procedures

### BACKGROUND:

The Finance department is proposing a new policy on Commercial Cards (C-cards). C-cards are used by authorized cardholders to pay for expenses as allowed by policy. Until now, C-cards came under the Procurement policy.

This new policy and procedures provide a framework for the administration of the system, including the application process, defining the roles of c-card administrators, approvers, reviewers and cardholders, transaction limits and violations.

The policy and procedures were sent out for community feedback and have been duly vetted by the Administrative Policy Committee and Operations Council.

On November 8, 2023, the Finance & Audit Committee received a summary of the revisions and on November 10, 2023, the Governance Committee approved the drafts for recommendation to the Board.

### RECOMMENDATION:

THAT, on the recommendation of the Governance Committee, the Board of Governors approve the new B.1.14 Commercial Card Policy and Procedures.

**PREPARED BY:** Jamie Choi, Executive Director, Finance & CFO

**ATTACHMENTS:** APPENDIX A: B.1.14 Commercial Card Policy DRAFT  
APPENDIX B: B.1.14 Commercial Card Procedures DRAFT



## APPENDIX A

### POLICY

Title	<b>Commercial Card</b>
Policy Number	B.1.14
Approval Body	Board of Governors
Sponsor	President
Effective Date	<b>Draft: November 22, 2023</b>
Last Revised	<b>New</b>

#### CONTEXT AND PURPOSE

Vancouver Community College (VCC; the College) has a commercial credit card program (C-Card) that allows authorized Cardholders to pay for expenses and provides access to an online program management and reporting tool. The C-Card program is designed to save time and manage costs and efficiencies.

The purpose of this policy is to outline the framework in which the C-Card program is administered.

#### SCOPE AND LIMITS

This policy applies to all VCC employees.

#### DEFINITIONS

**Approver:** The appropriate spending authority duly appointed to authorize expenditures by virtue of the approved operating budget.

**Cardholder:** An employee of the College authorized by a senior administrator to carry a C-Card.

**C-Card Administrator:** A College employee(s) designated by the CFO to administer the C-Card program.

**Employee:** An individual who is currently employed by VCC on a full-time, part-time, permanent, temporary, term, casual or contract basis.

**Itemized Receipt:** A receipt provided by the vendor or supplier which itemizes the goods or services purchased, and indicates the date, the name of a facility, a description of all items, amount of taxes charged and a total. A credit card receipt is not considered an itemized receipt.

**Reviewer:** Appointed by the Cardholder to review and reconcile C-Card expenses.

**Spending Authority:** An individual who has been duly appointed to authorize expenditures by virtue of the approved operating budget.

#### POLICY PRINCIPLES

1. The C-Card shall be used as an alternative payment method for the purchase of goods and services that are legitimate, appropriate, reasonable, non-recurrent, low risk and in accordance with College policies and procedures.

2. C-Cards will only be issued to VCC employees. C-Card will not be issued to third party contractors.
3. Information about responsibilities will be provided to all Cardholders. It is a mandatory requirement for cardholders to sign an agreement that acknowledges receipt of the C-Card and agrees to all aspects of C-Card Program compliance.
4. The College reserves the right to require Cardholders and/or Approvers to reimburse ineligible purchases.
5. Use of a C-Card for personal purposes, fraudulent activity, or unauthorized purchases are serious offenses and may be subject to disciplinary action, up to and including termination of C-Card privileges, employment and/or prosecution.
6. Employees are encouraged to report instances of noncompliance with this policy without fear of reprisal or retaliation.

## **RELATED RESOURCES**

### Legislation

Financial Information Act, RSBC 1996, c 140

### VCC Policies

- B.1.3 Expenses and Travel
- B.1.10 Signing and Spending Authority
- B.1.14 Commercial Card Procedures
- B.4.1 Procurement
- B.2.19 Whistleblower

### Additional Resources

VCC C-Card Program Handbook  
C-Card Request Form  
C-Card Cardholder Agreement  
C-Card Lost Receipt Declaration  
C-Card Violation Report



## APPENDIX B

### PROCEDURES

Title	<b>Commercial Card</b>
Procedures Number	B.1.14
Approval Body	Board of Governors
Sponsor	President
Effective Date	<b>Draft: November 22, 2023</b>
Last Revised	<b>New</b>

1. The College maintains a VCC C-Card Program Handbook (Handbook) that provides detailed information regarding security and compliance, e.g. how to use the C-Card; reporting; recording and reconciling expense claims; eligible and ineligible expenses, and important contact information.
2. Each expense must be supported with an official invoice or receipt. Expenses without an official receipt may not be approved.
3. If the C-Card is used inadvertently for an ineligible expense the Cardholder must immediately contact the C-Card Administrator for direction.
4. Automatic scheduled payments may be applied to a C-Card for VCC Library subscriptions or VCC Marketing advertising that cannot be paid through a purchase order.

### Roles and Responsibilities

#### C-Card Administrator

5. Administers all aspects of the C-Card program including, but not limited to:
  - a. Monitoring compliance and reporting concerns to the CFO
  - b. Enrolling new Cardholders
  - c. Training
  - d. Collecting signed C-Card Cardholder Agreements
  - e. Cardholder accounts:
    - i. User IDs and passwords
    - ii. Profile information
    - iii. Monitoring transaction limits
    - iv. Reporting structure
    - v. C-Card expiry dates
    - vi. Org code and Account Code maintenance
    - vii. Cancelling C-Cards
    - viii. Adjusting transaction limits with CFO approval.
  - f. Evaluating program effectiveness
  - g. Acting as the liaison between the bank and College.

### Cardholder

6. Cardholders are responsible for:
  - a. Reviewing the VCC C-Card Policy, Procedures and Handbook and signing the Cardholder Agreement.
  - b. Adhering to the Cardholder Agreement, appropriate C-Card usage, record-keeping and deadlines.
  - c. Confirming that expenses being charged to their C-Card are eligible at VCC and identifying any expense that is considered Statement of Financial Information eligible. Refer to the Handbook for details.
  - d. All purchases and any fees associated with purchases on their C-Card.
  - e. Including all required documentation, such as invoices and receipts, with each expense report
  - f. Submitting reconciled Expense Report to their Approver by established deadlines.
  - g. Advising the bank and C-Card Administrator if a C-Card is lost, stolen or compromised, such as the discovery of fraudulent transactions.
  - h. Resolving transaction discrepancies and disputes directly with the merchant. Every effort must be made to resolve disputes within thirty (30) days of the transaction.
  - i. Responding in a timely manner to inquiries from Financial Services regarding overdue expense reports, missing receipts or insufficient documents and questions regarding specific expenditures charged to the C-Card.
  - j. Securing approval from the CFO via email for any request to temporarily increase the transaction limit.

### Reviewer

7. Reviewers are responsible for:
  - a. Receiving expense reports and receipts from the Cardholder
  - b. Confirming that each transaction is compliant with policy
  - c. Submitting expense reports with relevant documentation to the Cardholder or Approver as required.

Note: Regardless of the assignment of a Reviewer, the Cardholder remains responsible for appropriate C-Card usage, accurate record-keeping, reconciliation of monthly statements and meeting submission deadlines.

### Approver (Spending Authority)

8. Approvers are generally the Cardholder's direct manager/supervisor and are responsible for:
  - a. ensuring each transaction is compliant with policy
  - b. Reviewing monthly expense reports for completeness and accuracy and approving or rejecting as required by the established deadlines and their spending authority threshold.
  - c. Confirming there is adequate budget for the transactions applied to C-Cards assigned in their area.

- d. Informing the C-Card Administrator upon termination of employment or internal job transfer of the Cardholder, or for any other reason that the C-Card should no longer be assigned to the said Cardholder. In this case, the Approver is responsible for reconciling and submitting the final expense report for this account.
- e. If needed, assigning a delegate approver during their absence.

#### Executive Director Finance and CFO

- 9. The Executive Director Finance and CFO is responsible for:
  - a. Ensuring that appropriate financial controls are in place to manage and maintain the C-Card program.
  - b. Designating a C-Card Administrator and delegates.
  - c. Reviewing and providing second approval of C-Card requests and transaction limits, including exceptions to transaction limits.
  - d. Ensuring the C-Card Policy, Procedures, Handbook and C-Card Cardholder Agreement are reviewed and updated regularly and are accessible to all College employees.
  - e. Authorizing C-Card cancellations when there is sufficient evidence of intentional misuse and/or fraudulent activity.
  - f. Authorizing temporary increases to per transaction and/or monthly limits.
  - g. Determining appropriate action when violations to C-Card usage occur and/or for non-compliance with the C-Card Policy, Procedures or Handbook.

#### **C-Card and Transaction Limits**

- 10. Individual transactions are limited to \$1,000 CAD and include freight charges and taxes.
- 11. Per transaction and/or monthly limits may be temporarily increased to accommodate a purchase, extensive travel and/or extraordinary circumstances as needed. Limits are returned to original defaults after the purchase is completed.
- 12. If a transaction is over the Cardholders transaction limit, the Cardholder has the following options:
  - a. Email Procurement Services and request to use their C-Card; or
  - b. Email the CFO and request to temporarily increase the limit to allow the transaction to go through.
- 13. Procurement Services should be contacted when:
  - a. a purchase is beyond a Cardholder's limit;
  - b. there is a query regarding Vendor accounts;
  - c. anticipated spending will be more than \$5,000 during the fiscal year with one vendor, even though a single transaction may be less than \$1,000. This does not include memberships.

#### **Application Process**

- 14. C-Cards will be issued to employees who provide substantial evidence that a C-Card is required for the daily operation of their work.

15. To request a C-Card, employees must complete and submit the C-Card Request Form (available in the Financial Services Forms area of myVCC) to their direct manager/supervisor for initial approval. The direct manager/supervisor will forward the signed form to the CFO for final approval.

## Violations

16. An Approver cannot approve their own expenses. It is considered a violation for Approvers to use another Cardholders C-Card for their own expenses, which they will ultimately approve. This includes purchases by a direct report on their behalf, (e.g. an administrative assistant incurs an expense on their C-Card for travel arrangements for their direct manager/supervisor, who is their Approver).
17. Employees are encouraged to report any misuse or unauthorized use of the C-Card, in good faith and without repercussions.
18. Late or non-approval of expense reports may be recorded as a violation.
19. Failure to adhere to College policies and the terms and conditions of the Handbook may result in appropriate consequences, including but not limited to:
  - a. cancellation of the C-Card,
  - b. termination of C-Card user privileges,
  - c. reimbursement to the College of any unauthorized purchases, and/or
  - d. disciplinary action, including termination of employment or prosecution.
20. The CFO reserves the right to remove all C-Cards at an individual or departmental level for non-compliance with notice.
21. The following steps may be taken if violations are found:
 

Step 1:	Warning – Cardholder and direct manager/supervisor are notified
Step 2:	6-month card suspension – Cardholder, direct manager/supervisor and Approver are notified
Step 3:	C-Card privileges withdrawn – Cardholder, direct manager/supervisor, approver and VP Administration are notified
22. Refer to the Handbook for examples of C-Card violations.

## RELATED RESOURCES

B.1.14 Commercial Card Policy



## DECISION NOTE

**PREPARED FOR:** Board of Governors

**DATE:** November 22, 2023

**ISSUE:** **RECOMMENDATION FOR APPROVAL:**  
Significant revision to B.4.1 Procurement (formerly Purchasing)

### BACKGROUND:

B.4.1 Procurement (renamed from Purchasing) provides the accountability framework for the procurement of goods, services and construction. It is guided by a significant amount of federal and provincial legislation, regulations, statutes, and policies, as well as three trade-related agreements that govern public sector entities.

### DISCUSSION:

The revisions include a policy name change from Purchasing to Procurement to reflect the full scope of Procurement Services department, and new policy principles that expand on the core concepts of fairness, competition, demand aggregation, value for money, transparency, and accountability.

Additional changes relate to a restructuring of the policy and procedures to streamline and remove duplication, and shift much of the detailed procedural elements into a series of appendices that will guide much of specific work of procurement. These appendices will be easier to edit and adjust as procurement rules evolve without requiring going through a policy review process. Core elements around authority, conflict of interest, and due diligence are maintained in the Procedures document.

The policy and procedures were sent out for community feedback and have been duly vetted by the Administrative Policy Committee and Operations Council.

On November 8, 2023, the Finance & Audit Committee received the draft revisions for information. On November 10, 2023, the Governance Committee approved the revisions for recommendation to the Board, with an edit to policy stating that VCC encourages and supports suppliers that align with VCC's values.

### RECOMMENDATION:

THAT, on the recommendation of the Governance Committee, the Board of Governors approve revisions to B.4.1 Procurement Policy and Procedures.

**ATTACHMENTS:** APPENDIX A: B.4.1 Procurement Policy (CLEAN DRAFT)  
APPENDIX B: B.4.1 Procurement Policy (TRACKED DRAFT)  
APPENDIX C: B.4.1 Procurement Procedures (CLEAN DRAFT)  
APPENDIX D: B.4.1 Procurement Procedures (TRACKED DRAFT)

**PREPARED BY:** Jamie Choi, Exec. Director Finance and CFO



## APPENDIX A CLEAN DRAFT

### POLICY

Policy Title	<b>Procurement</b>
Policy No.	<b>B.4.1</b>
Approval Body	Board of Governors
Policy Sponsor	President
Nex Scheduled Review	
Effective Date	<b>DRAFT: Nov 22, 2023</b>

#### CONTEXT AND PURPOSE

Vancouver Community College (VCC; the College) has a responsibility to conduct all procurement activities:

- with the highest level of institutional and personal integrity;
- in an open, competitive, transparent and fair manner; and
- in a way that allows all qualified vendors the opportunity to do business with VCC.

This Policy establishes a procurement accountability framework that enables purchasing efficiencies and benefits, and provides a basis from which VCC will adhere to best practices in procurement.

#### DEFINITIONS

**Budget Officer:** An individual responsible for managing the budget within their area of responsibility.

**Complaint:** A written objection submitted by a complainant regarding a competition, direct award, contract award or proposed contract award for goods, services or construction.

**Complainant:**

- For the purpose of a vendor complaint relating to a competition or direct award, means an actual or prospective bidder or proponent whose business interest would be affected by the award of a contract, or by the failure to award a contract.
- For the purpose of submitting a vendor complaint relating to a contract award, means a proponent who actually submitted a proposal in response to the competition for the contract.

**Employee:** An individual who is currently employed by VCC on a full-time, part-time, permanent, temporary, term, contract or casual basis.

**Procurement:** Those processes, including direct awards, related to the purchase of goods, services and construction.

**Spending Authority:** An individual who has been duly appointed to authorize expenditures by virtue of the approved operating budget.

Strategic Partnership Agreement: A Strategic Partnership agreement is a contractual arrangement between VCC and external entity that sets out an agreed upon exchange of cash, goods and/or services that have a direct measurable mutual benefit including cash donation, value-in-kind and promotional item to VCC and the external organization.

Value-in-Kind: In-kind contributions of goods, services, or time in lieu of cash.

### **SCOPE AND LIMITS**

This policy applies to all College employees who hold delegated spending authority with available budget sufficient to provide for the planned procurement of goods, services or construction for College activities.

This policy is subject to all applicable provincial and federal legislation, regulations, statutes, polices and practices governing the sales of goods, competitive bidding, contracts, and other laws of general application.

This policy applies to VCC contracts (i.e. agreements to procure goods, services and construction) and to contract expenditures chargeable to VCC.

The government of the Province of British Columbia is a party to trade-related agreements governing contracting by public sector entities and other matters. These include:

- the Canada-European Union Comprehensive Economic and Trade Agreement (CETA),
- the federal-provincial intergovernmental Canadian Free Trade Agreement (CFTA),
- the British Columbia-Alberta Trade, Investment and Labour Mobility Agreement (TILMA), and
- the British Columbia-Alberta-Saskatchewan-Manitoba New West Partnership Trade Agreement (NWPTA).

These agreements, where noted, apply to the MASH sector that encompasses municipal, publicly funded post-secondary academic institutions and health authorities.

### **STATEMENT OF POLICY PRINCIPLES**

1. Procurement Services is responsible for the organization and administration of centralized procurement services for all divisions of the College.
2. Procurement Services will obtain all goods, services or construction based on the following principles of public procurement: fairness, competition, demand aggregation, value for money, transparency and accountability.
3. VCC encourages and supports suppliers that align with VCC's values and promote equity, diversity, and inclusion.
4. Acquisitions are managed consistent with VCC policy and requirements of provincial trade agreements.
5. VCC will award all opportunities for goods, services and construction through a competitive procurement process, subject to the procurement process limits and

- waivers to competitive process, and special procurement authorities (exemptions), set out in the College's Procurement Procedures.
6. VCC engages in a competitive process with the full intent to award a contract at the end of that process.
  7. Vendors will have fair access to information on procurement opportunities, processes and results.
  8. VCC considers products and services from all qualified suppliers.
  9. VCC's buying power is leveraged wherever practical through demand aggregation and the use of available provincial corporate supply arrangements (CSAs), cross-institution supply arrangement (CISAs), lists of qualified suppliers and master standing offers (MSOs) identified by Procurement Services, where those arrangements would provide best value to VCC.
  10. VCC is accountable for the results of its procurement decisions and the appropriateness of the processes followed.
  11. The cost of procurement process, to both vendors and VCC, is appropriate in relation to the value, complexity and risk of each procurement.
  12. VCC receives best value for money spent on contracts.
  13. Assets surplus to the needs of VCC are disposed of in a coordinated way to maximize the dollar return to VCC, and to minimize risk to the environment.
  14. Where feasible and cost effective, VCC will acquire products and services that are environmentally responsible.
  15. VCC will purchase goods and services that are accessible by design, where possible, so that students and employees can use them without adaptation.
  16. To ensure transparency and equitability in the completion of all procurements, employees and Board members involved in the procurement process, the award of decision, or the management of the resulting contracts must strictly adhere to VCC's Standards of Employee Conduct & Conflict of Interest Policy (A.3.6) or Board Conduct Bylaw G.1.0.
  17. The Freedom of Information and Protection of Privacy Act and VCC's own privacy rules govern the disclosure of contract information. VCC Governance Policy A.3.3 Freedom of Information and Protection of Privacy (FOIPP) Policy and Procedures contains specific guidance.
  18. Non-compliance with VCC's procurement policy and procedures is a serious offence and may result in immediate discharge from employment and/or prosecution. Employees are encouraged to report instances of noncompliance with this policy without fear of reprisal or retaliation.

## RELATED RESOURCES

### Legislation

[College and Institute Act](#), RSBC 1996, c 52

[Copyright Act](#), RSC 1985, c C-42

[Excise Tax Act](#), RSC 1985, c E-15

[Freedom of Information and Protection of Privacy Act](#), RSBC 1996, c 165

[Income Tax Act](#), RSC 1985, c 1

[Occupational Health and Safety Regulation](#), BC Reg 296/97, (Workers Compensation Act)

[Sale of Goods Act](#), RSBC 1996, c 410

#### Trade Agreements

Canada-European Comprehensive Economic and Trade Agreement (CETA)

Canadian Free Trade Agreement (CFTA)

New West Partnership Trade Agreement (NWPTA)

Trade, Investment, and Labour Mobility Agreement (TILMA)

#### VCC Policies & Procedures

A.3.6 Standards of Employee Conduct and Conflict of Interest

A.3.9 Records Management

B.1.10 Signing and Spending Authority

B.1.11 Capital Assets

B.1.14 Commercial Card

B.2.19 Whistleblower

B.4.1 Procurement Procedures

D.1.3 Copyright

#### Other

Procedure for the Disposal of Surplus Assets at VCC

VCC Green Purchasing Guidelines

## APPENDIX B TRACKED DRAFT



### POLICY

Policy No.	<b>B.4.1</b>
Title	<b>Procurement Purchasing</b>
Approval Body	Board of Governors
Policy Sponsor	Vice President Administration and <del>Chief Financial Officer</del> International Development
Last Revised/Replaces	May 1, 2011; <del>March 18, 2013</del>
Effective Date	<del>March 18, 2013</del> DRAFT: May 29, 2023

#### CONTEXT AND PURPOSE

~~The purposes of this Policy include: establishing a clear procurement accountability framework for Vancouver Community College (VCC; the College); enabling purchasing efficiencies and benefits) has a responsibility to be realized by the College; and helping to ensure that VCC meets best purchasing practices.~~

~~VCC will ensure that conduct all procurement is characterized by activities:~~

- ~~with the highest level of institutional and personal integrity, that procurement processes are;~~
- ~~in an open, competitive, transparent and fair, manner; and~~
- ~~in a way that allows all qualified vendors are given the opportunity to do business with VCC.~~

This Policy establishes a procurement accountability framework that enables purchasing efficiencies and benefits, and provides a basis from which VCC will adhere to best practices in procurement.

#### DEFINITIONS

Budget Officer: An individual responsible for managing the budget within their area of responsibility.

Complaint: A written objection submitted by a complainant regarding a competition, direct award, contract award or proposed contract award for goods, services or construction.

Complainant:

- a. For the purpose of a vendor complaint relating to a competition or direct award, means an actual or prospective bidder or proponent whose business interest would be affected by the award of a contract, or by the failure to award a contract.
- b. For the purpose of submitting a vendor complaint relating to a contract award, means a proponent who actually submitted a proposal in response to the competition for the contract.

Employee: An individual who is currently employed by VCC on a full-time, part-time, permanent, temporary, term, contract or casual basis.

Procurement: Those processes, including direct awards, related to the purchase of goods, services and construction.

Spending Authority: An individual who has been duly appointed to authorize expenditures by virtue of the approved operating budget.

Strategic Partnership Agreement: A Strategic Partnership agreement is a contractual arrangement between VCC and external entity that sets out an agreed upon exchange of cash, goods and/or services that have a direct measurable mutual benefit including cash donation, value-in-kind and promotional item to VCC and the external organization.

Value-in-Kind: In-kind contributions of goods, services, or time in lieu of cash.

#### **SCOPE AND LIMITS**

This policy :

applies to all College employees who hold delegated spending authority with available budget sufficient to provide for the planned procurement of goods, services or construction for College activities.

~~a.—Sets out the principles to be followed throughout the procurement process.~~

This policy is subject to all applicable British Columbia provincial and Canadian laws federal legislation, regulations, statutes, polices and practices governing the sales of goods, competitive bidding, contracts, and other laws of general application, and the procurement policies and practices established by the provincial government.

This policy applies to VCC contracts (i.e. agreements to procure goods, services and construction) and to contract expenditures chargeable to VCC.

The government of the Province of British Columbia is a party to trade-related agreements governing contracting by public sector entities and other matters. These include:

- the Canada-European Union Comprehensive Economic and Trade Agreement (CETA),
- the federal-provincial intergovernmental Canadian Free Trade Agreement (CFTA),
- the British Columbia-Alberta Trade, Investment and Labour Mobility Agreement (TILMA),  
and
- the British Columbia-Alberta-Saskatchewan-Manitoba New West Partnership Trade Agreement (NWPTA).

These agreements, where noted, apply to the MASH sector that encompasses municipal, publicly funded post-secondary academic institutions and health authorities.

#### **STATEMENT OF POLICY PRINCIPLES**

1. Procurement Services is responsible for the organization and administration of centralized procurement services for all divisions of the College.

2. ~~The goal of Procurement Services is to will~~ obtain all goods, services or construction ~~at based on the best~~ following principles of public procurement: fairness, competition, demand aggregation, value for money to the College, transparency and accountability.
3. Acquisitions are managed consistent with VCC policy and requirements of provincial trade agreements.
- ~~3.4.~~ VCC will award all opportunities for goods, services and construction through a competitive procurement process, subject to the procurement process limits and waivers to competitive process, and special procurement authorities (exemptions), set out in the ~~Detailed Purchasing~~ College's Procurement Procedures.
- ~~4.5.~~ VCC engages in a competitive process with the full intent to award a contract at the end of that process.
6. Vendors will have fair access to information on procurement opportunities, processes and results.
- ~~5.7.~~ VCC considers products and services from all qualified suppliers.
- ~~6.8.~~ VCC utilizes VCC's buying power is leveraged wherever practical through demand aggregation and the use of available provincial corporate supply arrangements (CSAs), cross-institution supply arrangement (CISAs), lists of qualified suppliers and master standing offers (MSOs) identified or initiated by Procurement Services, where those arrangements would provide best value to VCC.
9. VCC is accountable for the results of its procurement decisions and the appropriateness of the processes followed.
10. The cost of procurement process, to both vendors and VCC, is appropriate in relation to the value, complexity and risk of each procurement.
11. VCC receives best value for money spent on contracts.
12. VCC will strongly consider goods and services that are environmentally responsible and that promote equity, diversity and inclusion as part of the procurement decision making process.
13. VCC encourages and supports opportunities that promote equity, diversity and inclusion, where feasible.
- ~~7.14.~~ To ensure transparency and equitability in the completion of all procurements, ~~staff employees and Board members involved in the procurement process, the award of decision, or the management of the resulting contracts must strictly adhere to VCC's Standards of Employee Conduct & Conflict of Interest Policy (A.3.6). In particular, staff and members of the Board of Governors (the " or Board") involved in any capacity with the procurement of goods, service, or construction, or in the management of the resulting contracts, may not accept from vendors or potential vendors, any gifts, special favors, or considerations of any other manner, irrespective of the dollar value of such gift. Conduct Bylaw G.1.0.~~
15. The Freedom of Information and Protection of Privacy Act and VCC's own privacy rules govern the disclosure of contract information. VCC Governance Policy A.3.3 Freedom of Information and Protection of Privacy (FOIPP) Policy and Procedures contains specific guidance.

16. Non-compliance with VCCs procurement policy and procedures is a serious offence and may result in immediate discharge from employment and/or prosecution. Employees are encouraged to report instances of noncompliance with this policy without fear of reprisal or retaliation.

#### **A. ROLES AND RESPONSIBILITIES**

**Commented [ND1]:** These sections moved to Procedures

~~This section defines key accountabilities and responsibilities of procurement functions by role, which is more fully described in the Detailed Purchasing Procedures.~~

##### ~~1. Vice Presidents~~

- ~~\*—Planning and fully documenting to established VCC standards, the process to acquire goods, services and construction.~~
- ~~\*—Ensuring procurement processes are initiated only where spending authority and department budget are available.~~

##### ~~2. Director, Procurement~~

- ~~\*—Identifying and initiating supply arrangements with a view to achieving demand aggregation and best value to VCC.~~
- ~~\*—Establishing and maintaining:
 
  - ~~○ a central file containing full documentation of all procurement activities undertaken by VCC;~~
  - ~~○ a central file of all contracts entered into by VCC; and~~
  - ~~○ a central file of all waivers of competitive process recommended, including the approval or disapproval of same.~~~~
- ~~\*—Establishing and maintaining on the VCC website, a location for the posting of Detailed Purchasing Procedures, supply arrangements, pro-forma documents and award decisions taken by VCC.~~
- ~~\*—Providing a sole point of access to BC Bid<sup>®</sup> for VCC and coordination of all postings on that website on behalf of VCC.~~
- ~~\*—Ensuring compliance with this policy.~~
- ~~\*—Monitoring and reporting for compliance with this procurement policy.~~
- ~~\*—Establishing and managing policy for a formal VCC vendor complaints resolution process, including an internal escalating complaint resolution procedure.~~

##### ~~3. Vice President, Administration and Chief Financial Officer (CFO)~~

- ~~\*—Ensuring all procurements initiated with the approval of the Board are procured according to VCC policy, fully negotiated and documented using VCC approved General Services Agreements or other contract templates approved for use by the Procurement Services.~~
- ~~\*—Ensuring that all approvals by the Board are recorded accurately and in detail.~~

##### ~~4. Board/Finance & Audit Committee~~

- ~~\*—Responsibility to review all procurement policies and approve, if appropriate.~~
- ~~\*—Responsibility to review, and approve if appropriate procurement planning prior to solicitation at values in excess of those delegated to management in Appendix A: Procurement Authority Limits.~~

- \*—Responsibility to review, and approve if appropriate all VCC award recommendations procured in accordance with this policy, at values in excess of those delegated to management in Appendix A: Procurement Authority Limits.

#### **B. CORPORATE SUPPLY ARRANGEMENTS**

- 1.—VCC's Procurement Services will identify and initiate provincial CSAs, CISAs, BCNETSource supply arrangements, and VCC supply channels where those arrangements would provide opportunities for demand aggregation and best value to VCC.
- 2.—Departments must participate in supply channels identified or initiated by Procurement Services where those arrangements would provide best value to VCC.
- 3.—Consult Appendix A to this policy for the specific procurement limits that apply when a corporate supply channel is not available.

#### **C. WAIVERS OF COMPETITIVE PROCESS**

- 1.—Contracts for acquisitions (of goods, services, and construction) and disposals may be negotiated and directly awarded without competitive process where one of the following conditions applies:
  - \*—The contract is with a public body or a non-profit organization
  - \*—The Department can strictly prove that one and only one supplier is qualified, or is available to provide the goods, services or construction
  - \*—Where an unforeseeable situation of urgency exists and the goods, services or construction could not be obtained in time by means of open procurement procedures
  - \*—A competitive process would interfere with a VCC's ability to maintain security or order or to protect human, animal or plant life or health.
  - \*—The acquisition is of a confidential or privileged nature and disclosure through an open bidding process could reasonably be expected to compromise VCC confidentiality, cause economic disruption or be contrary to the public interest.
  - \*—The acquisition is primarily for resale
- 2.—In all cases, a Waiver of Competitive Process must be completed, recommended and approved, prior to VCC entering into a contract for provision of the goods, services, or construction.
- 3.—The Detailed Purchasing Procedures, Section 5 provides additional guidance.

#### **D. PURCHASING CARD (P-Card)**

- 1.—VCC implemented a purchase card program to manage small purchases, in the manner set out in the Detailed Purchasing Procedures.
- 2.—P-Cards transactions will be approved by employees holding delegated VCC spending authority greater than the transaction value approved for the card.

3. ~~The Director, Finance holds overall responsibility for the P-Card program and shall designate a P-Card Coordinator to control the P-Card inventory and manage routine operations of the program.~~

#### **E. STANDARD DOCUMENTS**

~~VCC has established standard documents that must be used for all procurement processes and contracts, unless Procurement Services develops and approves the use of an alternate document to meet a specific business requirement.~~

~~These documents will be applied, under the guidance of Procurement Services, by VCC staff authorized to initiate a procurement process.~~

- ~~• Request for Proposal~~
- ~~• Negotiated Request for Proposal~~
- ~~• Request for Qualifications~~
- ~~• Invitation to Quote (Goods)~~
- ~~• Invitation to Quote (Services)~~
- ~~• Notice of Intent~~
- ~~• Waiver of Competitive Process~~
- ~~• General Services Agreement~~
- ~~• Short form General Services Agreement~~
- ~~• General Goods Agreement~~
- ~~• Modification Agreement~~
- ~~• Evaluation Template~~

~~Internal controls have been established over change control to verify the integrity of the fixed schedules to the General Services Agreement (Schedules D-G and Appendix G1). With controlled access in place, VCC may incorporate the fixed schedules into the General Services Agreement by reference.~~

~~All documents and templates are available on VCC's internal website at [employee.vcc.ca/departments/operational/procurement-services/forms-templates/](http://employee.vcc.ca/departments/operational/procurement-services/forms-templates/)~~

#### **F. TRAINING AIDS**

~~Training aids are available on VCC's internal website at [employee.vcc.ca/departments/operational/procurement-services/forms-templates/](http://employee.vcc.ca/departments/operational/procurement-services/forms-templates/).~~

#### **DEFINITIONS**

~~Refer to the related Detailed Purchasing Procedures for definitions which will help the reader to interpret this Policy.~~

**RELATED LEGISLATION, TRADE AGREEMENTS & POLICIES RESOURCES**Legislation

~~B.C. College and Institute Act~~

~~British Columbia Sale of Goods Act~~

~~Freedom of Information and Protection of Privacy Act~~

~~Federal Excise Tax Act~~

~~College and Institute Act, RSBC 1996, c 52~~

~~Sale of Goods Act, RSBC 1996, c 410~~

~~Freedom of Information and Protection of Privacy Act, RSBC 1996, c 165~~

~~Excise Tax Act, RSC 1985, c E-15~~

~~Copyright Act, RSC 1985, c C-42~~

~~Occupational Health and Safety Regulation, BC Reg 296/97, (Workers Compensation Act)~~

~~Income Tax Act, RSC 1985, c 1~~

Trade Agreements

Canada-European Comprehensive Economic and Trade Agreement (CETA)

Canadian Free Trade Agreement (CFTA)

Trade, Investment, and Labour Mobility Agreement (TILMA)

New West Partnership Trade Agreement (NWPTA)

VCC Policies

A.3.6 Standards of Employee Conduct and Conflict of Interest

B.1.10 Signing and Spending Authority

**RELATED PROCEDURES**

~~Refer to-NEW Commercial Card~~

~~B.4.1 Detailed Purchasing Procedures~~

Procurement

Procedures

D.1.3 Copyright

A.3.9 Records Management

B.1.11 Capital Assets

B.2.19 Whistleblower

Other

VCC Faculty Association Collective Agreement

Procedure for the Disposal of Surplus Assets at VCC

Green Purchasing Guidelines

**APPENDIX A: PROCUREMENT AUTHORITY LIMITS**

Commented [ND2]: Appendices moved to Procedures

**DIRECTORS, VICE PRESIDENTS, AND THE PRESIDENT**

Subject to policy directives, Directors/Deans, Vice Presidents, VP Administration and CFO, and the President holding budget and spending authority for the expected amount of the procurement opportunity may:

Recommend to Procurement Services to contract with an individual or a group of associated contractors, for goods, services or construction with an expected value of not more than \$25,000 per procurement opportunity, without a competitive process. The Director, Procurement Services has the authority to decline or approve the Recommendation. Directors/Deans and Vice Presidents are not permitted to contract directly on behalf of VCC. Procedures

- The Director, Procurement Services may direct that a procurement opportunity or supply arrangement, with an estimated value of:

Less than \$25,000 be competed to the extent reasonable and cost effective

- An estimated value from \$25,000 up to \$75,000 is awarded using a competitive process that is appropriate to the value, complexity and profile of the business opportunity. Such opportunities can be posted on BC Bid or at least three quotes must be obtained
- Initiate a procurement process, and upon the completion of such process, contract for goods, services, or construction with expected values as follows:
  - Directors/Deans: goods, services, and construction to a maximum of \$75,000
  - Vice Presidents: goods, services, or construction to a maximum of \$200,000
  - President or the VP Administration and CFO: goods, services, and construction to a maximum of \$500,000
- Acquire goods, services or construction through provincial CSAs, CISA, BCNET Source supply arrangements or VCC supply arrangements identified or initiated by Procurement Services, within the limits and the processes set out in the arrangement.

**FINANCE & AUDIT COMMITTEE**

Subject to policy directives, the VP Administration and CFO may present a proposal for VCC to initiate procurement in respect of goods, services or construction with an expected value of more than \$500,000 to the Finance & Audit Committee.

Where the expected value of the opportunity is between \$500,000 and \$1,000,000, the Finance & Audit Committee may:

- Approve the planned procurement solicitation proposal and direct the VP

~~Administration and CFO to initiate the appropriate procurement solicitation under VCC policy.~~

- ~~▪ Reject the planned procurement solicitation proposal.~~
- ~~▪ Approve the procurement award recommendation and direct the VP Administration and CFO to initiate the appropriate contract under VCC policy.~~
- ~~▪ Reject the procurement award recommendation within VCC policy.~~

#### **BOARD OF GOVERNORS**

~~Where the expected value is in excess of \$1,000,000, the Finance & Audit Committee will review the proposal and pass the proposal on to the Board with recommendation to approve or reject. Upon receipt of the proposal and recommendation of the Finance & Audit Committee, the Board may either:~~

- ~~• Approve the proposal and direct the VP Administration and CFO to initiate the procurement process appropriate under VCC policy. The Board will approve the resulting award recommendation and contract.~~
- ~~• Reject the proposal.~~

## APPENDIX B: SPECIAL PROCUREMENT AUTHORITIES

The following procurement activities are not subject to the competitive procurement terms of this Procurement Policy:

### 1. Relevant Business Units

Any items purchased for resale including:

- That are sold in the normal course of business in the College's food outlets and bookstores, or
- That are sold in the normal course of business in Transportation Customer Service Shop, or
- Through a VCC department to a student (such as student kits) registered in that department

As these purchases are not for VCC's own account NWPTA exception C.2.k goods intended for resale to the public apply.

### 2. International Agencies

Respecting VCC International and the engagement of agents for the College, mandated to locate and encourage the enrolment of foreign students at the College, the Vice President may approve the appointment of agents providing the following program requirements have been fulfilled:

- The VP Administration and CFO has approved the application form used in the selection of agents and the agency agreement used to document the relationship of the agent and the College.
- The application form clearly identifies the corporate structure of the applicant, the shareholders of the applicant, corporate relationships maintained by the applicant or its shareholders respecting the potential agency services contemplated, and domestic and foreign references to demonstrate the applicant's history in the provision of similar agency services.
- The agency agreement has a term not exceeding three years and establishes how incremental service impacts are to be proven thus warranting the payment of agency fees.
- The College has verified and documented all foreign and domestic sources and relationships identified in the application form.
- Every agent so appointed has entered into the approved agency agreement with the VCC.
- The Vice President, Enterprise and International Development has provided the VP Administration and CFO with annual reports confirming all agency applications

~~received and so approved, the amount and timing of incremental students/tuition fees generated by agent, and all related commissions.~~

~~As these purchases are for representational or promotional purposes outside of British Columbia, NWPTA exemption C.2.c) applies.~~

~~3. Library~~

~~For library materials that are purchased where the amounts are immaterial to the purchases made for the bookstore.~~

DRAFT



## APPENDIX C CLEAN DRAFT

### PROCEDURES

Procedure Title	<b>Procurement</b>
Policy No.	<b>B.4.1</b>
Approval Body	Board of Governors
Policy Sponsor	President
Next Scheduled Review	
Effective Date	<b>DRAFT: Nov 22, 2023</b>

#### A. APPENDICES

1. There are several appendices to this policy and procedures that provide detailed guidelines and requirements for Procurement activities at VCC:
  - a. Appendix A: Procurement Authority Limits
  - b. Appendix B: Detailed Standards for the Procurement of Goods, Services and Construction
  - c. Appendix C: Vendor Complaint Review, Public Postings, Trade Agreement Compliance, and Privacy
  - d. Appendix D: Special Procurement Authorities
  - e. Appendix E: Acronym List

#### B. ROLES AND RESPONSIBILITIES

This section defines key accountabilities and responsibilities of procurement functions by role.

2. Vice Presidents are responsible for procurement activities occurring within their departments.
  - a. Planning and fully documenting to established VCC standards, the process to acquire goods, services and construction.
  - b. Ensuring procurement processes are initiated only where spending authority and department budget are available.
  - c. Managing, with the support of Procurement Services, solicitation and contract award processes in a prudent and unbiased manner that fairly treats all potential vendors and bidders.
  - d. Using demand aggregation, and provincial CSAs, CISAs and Lists of Qualified Suppliers/MSOs identified by Procurement Services as available to VCC, for the procurement of goods and services to meet program requirements.
  - e. Ensuring that contracts for goods, services and construction are designed to provide the best value to VCC.
  - f. Ensuring that contracts for goods, services and construction are based upon the VCC General Services Agreement, the VCC General Goods Agreement or, where appropriate, upon other templates approved for use by Procurement Services.
  - g. Ensuring that all acquisitions and disposals are compliant with VCC policies and procedures, applicable legislation, and trade agreements.
  - h. Committing VCC to contracts procured in accordance with this policy, to the value set out in Appendix A.

3. Director, Procurement is responsible for:
- a. Developing and revising the procurement policy and procedures and providing official communications and interpretations of these documents.
  - b. Providing support and advice on the procurement policy and procedures, including the development and management of a procurement training program.
  - c. Developing and revising procurement-related contract administration and providing official communications and interpretations.
  - d. Monitoring and reporting for compliance with this procurement policy.
  - e. Ensuring solicitation and contract award processes are managed in a prudent and unbiased manner that fairly treats all potential vendors and bidders.
  - f. Ensuring that procurement planning is undertaken as part of program/service/goods acquisition process and establishing a multi-disciplinary committee to plan and document the process for any procurement opportunity over \$75,000.
  - g. Identifying provincial CSAs that will provide best value to VCC.
  - h. Identifying and initiating supply arrangements across other provincial institutions with a view to achieving demand aggregation and best value to VCC.
  - i. Identifying opportunities for supply arrangements across VCC with a view to achieving demand aggregation and best value to VCC and to establish processes (including Lists of Qualified Suppliers and MSOs) to expedite smaller transactions that are repeated throughout the year.
  - j. Establishing and maintaining a centralized repository containing:
    - i. full documentation of all procurement activities undertaken by VCC
    - ii. all procurement contracts entered into by VCC
    - iii. all approved waivers of competitive process recommended, including approval or disapproval of same.
  - k. Establishing and maintaining on the VCC internal website, a location for the posting of detailed procurement procedures, supply arrangements, pro-forma documents and award decisions taken by VCC.
  - l. Establishing and maintaining on the VCC public website, a location for the posting of award decisions taken by VCC.
  - m. Establishing processes for the development and approval of procurement and contracting documents, which must include seeking the advice of VCC legal counsel, where appropriate. Ensuring legal review is documented.
  - n. Establishing guidelines for the procurement of environmentally responsible products and services.
  - o. Ensuring processes used by the Departments to acquire goods, services and construction are documented to VCC standards.
  - p. Establishing and managing a formal process for VCC vendor complaints (refer to Appendix C.)
  - q. Ensuring that contracts for goods, services and construction, are designed to provide the best value to VCC and are based upon the VCC General Services Agreement, the VCC General Goods Agreement, or upon other templates approved for use by Procurement Services.
  - r. Ensuring that all VCC acquisitions and disposals are consistent with policy, applicable

- legislation and trade agreements.
  - s. Disposing of all tangible and intangible assets that are surplus to VCC requirements.
  - t. Providing a sole point of access to BC Bid®, the official procurement website of the provincial public sector, for VCC and coordination of all postings on that website on behalf of VCC.
  - u. Ensuring approval to post is attained from the VCC Board of Governors (Board) for every posting above \$500,000 on BC Bid®.
  - v. Providing operational procurement services advice to Departments.
4. Executive Director, Finance & Chief Financial Officer (CFO) is responsible for:
- a. Ensuring all procurements initiated with the approval of the Board are procured according to VCC policy, and that resulting contracts are fully negotiated and documented using VCC approved General Services Agreements or other contract templates approved for use by Procurement Services
  - b. Providing direction to the Director, Procurement respecting the development of procurement policies and presenting recommendations to the Board.
  - c. Approving the form and content of all procurement solicitation and contracting documents placed into standard usage at VCC.
  - d. Ensuring all contracts are fully negotiated and documented using VCC approved General Service Agreement, General Goods Agreement or other contract templates approved for use by the Procurement Services.
  - e. Approving every posting below \$500,000 made to BC Bid®.
  - f. Ensuring legal review of procurement solicitation documents including contract templates and third party contract language where appropriate.
  - g. Reviewing reports on approved waivers.
  - h. Ensuring appropriate approvals are obtained to cover amendments to Contracts
  - i. Ensuring that all approvals within the authority threshold of the Board are recorded accurately and in a sufficient level of detail in the minutes of the Board and are advised in writing to the Director, Procurement.
  - j. Committing VCC to contracts procured in accordance with this policy, to the value set out Appendix A.
5. Board of Governors/Finance & Audit Committee is responsible for:
- a. Approving all procurement policies recommended by the Executive Director, Finance & CFO.
  - b. Approving or rejecting procurement plans/proposals, and providing recommendations to award a contract within Board thresholds.
  - c. Directing the CFO to initiate approved plans/proposals using the appropriate procurement strategy.
  - d. Committing VCC to contracts procured in accordance with this policy, to the value set out in Appendix A.

**C. CORPORATE SUPPLY ARRANGEMENTS**

6. VCC's Procurement Services will identify and initiate provincial CSAs, CISAs, BCNETSource supply arrangements, and VCC supply channels where those arrangements would provide opportunities for demand aggregation and best value to VCC.
7. Departments must participate in supply channels identified or initiated by Procurement Services where those arrangements would provide best value to VCC.
8. Refer to Appendix A for the specific procurement limits that apply when a corporate supply channel is not available.

**D. WAIVERS OF COMPETITIVE PROCESS**

9. Contracts for acquisitions (of goods, services, and construction) and disposals may be negotiated and directly awarded without competitive process where one or more of the following conditions apply:
  - a. The contract is with a public body or a non-profit organization.
  - b. The Department can strictly prove that one and only one supplier is qualified, or is available to provide the goods, services or construction.
  - c. Where an unforeseeable situation of urgency exists and the goods, services or construction could not be obtained in time by means of open procurement procedures.
  - d. A competitive process would interfere with a VCC's ability to maintain security or order or to protect human, animal or plant life or health.
  - e. The acquisition is of a confidential or privileged nature and disclosure through an open bidding process could reasonably be expected to compromise VCC confidentiality, cause economic disruption or be contrary to the public interest.
  - f. The acquisition is primarily for resale.
10. In all cases, a Waiver of Competitive Process must be completed, recommended and approved, prior to VCC entering into a contract for provision of the goods, services, or construction.

**E. DUE DILIGENCE**

11. Procurement planning must be undertaken as part of the program/service planning process.
12. Procurement Services must ensure that procurement planning is undertaken as part of program/service/goods acquisition process and must take steps to establish multi-disciplinary committees to plan and document the planning process for any procurement opportunities over \$75,000.
13. Opportunities to initiate demand aggregation across provincial educational and government operations that provide overall savings to VCC should be recommended to the Director, Procurement
14. Departments must advise Procurement Services of their procurement plans and requirements for common goods, services and construction in advance of program needs.
15. Departments must participate in provincial CSAs, CISAs, and VCC supply channels identified or initiated by Procurement Services where those arrangements would meet the requirements and provide best value to VCC.
16. Department require the explicit approval of Procurement Services to not participate in established supply arrangements where such arrangements are available.
17. Departments must review alternatives to acquiring new goods, services and construction such

as considering repairs to existing assets and transfer of used assets.

18. Departments must have the appropriate authority and funding to complete a procurement project prior to soliciting proposals, awarding a contract, or contracting for any goods, services, or construction.

## **F. PREFERRED PROCUREMENT PROCESSES AND INSTRUMENTS**

### 19. Procurement of Services

- a. A negotiated request for proposal (NRFP) is the preferred method for soliciting proposals for services. Notifications of such solicitations will be posted on the provincial government's BC Bid® website. Proponents shall typically have three or four weeks to submit proposals. A request for proposal (RFP) can be used where appropriate and approved by Procurement Services.
- b. The responses received by closing time will be evaluated in accordance with the previously disclosed financial and non-financial criteria and weights to produce a ranking.
- c. Proposals not meeting stated mandatory criteria will be rejected as soon as they are found materially non-compliant.
- d. Negotiations will proceed with the top-ranked proponent on a services agreement drawn up by applying a VCC approved General Service Agreement or based upon an alternative contract template approved by Procurement Services and VCC's legal counsel.

### 20. Procurement of Goods

- a. Where the attributes of goods to be acquired can be specified, an invitation to quote (ITQ) will be issued and a notification posted on the BC Bid® website. Responses submitted by closing time will be evaluated in terms of:
  - i. compliance with stated requirements; and
  - ii. lowest price.
- b. Negotiations with the qualified respondent that submitted the lowest price will proceed on a goods agreement drawn up by applying a VCC approved General Goods Agreement or alternatively a purchase order will be submitted to the respondent as a form of contract. The contract between VCC and the supplier is formed by acceptance of the purchase order or signing of the General Goods Agreement.

### 21. Procurement of Construction

- a. Typically, each jurisdiction has an established custom of trade for its construction industry. Larger projects are put to tender with documents and drawings being made available at a central place known to general contractors. The form of solicitation on larger construction projects will be an invitation to tender (ITT). Bids are received and responses are ranked by price. Responses are then submitted to technical consultants for further evaluation. Price will be the main consideration but may be eclipsed by other factors providing the ITT was specific enough as to those additional criteria.
- b. Resulting contracts will be industry specific owing to needs to address construction related requirements like bonding, builder's risk insurance and liens.
- c. For smaller, less complex and lower value acquisitions of building and grounds maintenance services, ITTs, NRFPs, or RFPs may be employed with the approval of Procurement Services.

## 22. Other Processes and Instruments

- a. For specialized procurement needs, there is a toolbox of instruments that includes NRFP, RFPs, master standing offers (MSOs), requests for statement of qualifications (RFQs), request for information (RFIs) and requests for expression of interest (EOI). These tools may be used only upon the recommendation of VCC's Procurement Services.

## G. CONFLICT OF INTEREST

23. To ensure transparency and equitability in the completion of all procurements, employees and any Board member(s) involved in the procurement process or the award decision must strictly adhere to VCC's Standards of Employee Conduct & Conflict of Interest Policy (A.3.6) or Board Conduct Bylaw G.1.0
24. An employee or Board member must not participate in the evaluation of responses to a procurement if any respondent could involve a direct relative, a person married to a direct relative, or a person sharing the same household as the employee, or respondent where the potential evaluator holds a shareholding or a financial interest. A direct relative means a spouse, parent, grandparent, grandchild, sibling or child.
  - a. Each evaluator is required to provide to the Chair of the Evaluation Committee a declaration that conflict does not exist at the point the identity of the respondents becomes known to the evaluator.
  - b. The signed declarations of conflict must be appropriately filed.
25. An employee or Board member must not participate in a contracting decision if the contracting process or contract could involve a direct relative, a person married to a direct relative, or a person sharing the same household as the employee.
26. An employee or Board member, who is exposed to an actual, perceived or potential conflict of interest in relation to an actual or proposed solicitation, must disclose the matter to their supervisor and the contract manager.
  - a. If, after review, it is determined that there is a conflict, the supervisor must remove the employee from this particular situation.
  - b. The supervisor must advise Procurement Services of the issue of potential conflict at the time it is raised as a concern, and of the resolution of the issue once that determination is made.
27. An employee or Board member who fails to disclose a conflict of interest is subject to disciplinary action up to and including dismissal or removal from the Board. Any suspected conflicts of interest must be investigated by a VCC manager who is free of any real or perceived conflict and thereafter promptly resolved.
28. Employees or Board members involved in any capacity with the procurement of goods, service, or construction, or in the management of contracts for the provision of goods, services, or construction may not accept any gifts, special favours, or considerations of any other manner, from potential respondents to procurement opportunities, contractors/suppliers, or individuals associated with contracts/suppliers, unless such gifts are approved in advance by the President.
29. This policy directive applies irrespective of the dollar value of such gift, special favour, or other consideration.

**H. INTERNAL PROVISION VS. PROCUREMENT SUPPLY OPTIONS**

30. Where the outsourcing of an internally provided service is being considered, or where VCC is considering a service that was not previously provided by VCC, and the contract for ongoing services over the anticipated term and extensions is greater than \$200,000 before taking any steps to find a contractor, a Department must ensure that a benefit-cost justification exists for the contract, including, where appropriate, comparing the cost of contracting out with the cost of providing the service in-house if the in-house resources are readily available.
31. The benefit-cost assessment should address risks of reliance on external parties, contract succession challenges and vendor relationship management issues over the term of the contract.
32. Contract outcomes must be defined; and the contract must be consistent with policy, applicable legislation, and trade and collective agreements.

**I. CONTRACT AWARD, MANAGEMENT AND EXTENSION**

33. Where a contract for the continuation of a service is to be awarded (that is not the result of exercising an option to renew) and the requirements have not changed from those provided under the initial contract, the Department may rely upon the original benefit-cost justification if it is still relevant. The Vice President responsible for the Department may request an update to the original justification where the business situation warrants.
34. A contract must not result in the contractor occupying on an ongoing basis, an organizational position, or take the place of work normally conducted or acquired by a central support function within VCC.
35. A contract must not result in the establishment of an employer/employee relationship. Every contractor engaged by the VCC must be independent and operating at arm's length from VCC.
36. Employees must not divulge any information that could impair the negotiating position of the VCC or that could benefit the competitive position of one contractor at the expense of another.

**J. PUBLIC POSTING – BID OPPORTUNITIES, AMENDMENTS AND NOTICE OF CONTRACT AWARDS**

37. Where VCC policy or applicable intergovernmental trade agreements require the advertisement of an opportunity that notice must be posted on the BC Bid<sup>®</sup> website. Procurement Services is the sole agent of VCC authorized to post opportunities and solicitation amendments on BC Bid<sup>®</sup>.
38. If a solicitation is found to have a material omission or error, prospective proponents must be notified by way of an amendment posted on the BC Bid<sup>®</sup> website. If any such change amendment should fall less than five days before responses are due, the closing time should be extended to provide respondents reasonable time to consider any such change and to revise their submissions.
39. Procurement Services must post all award decisions taken by VCC to a location on the VCC public website established and maintained for that purpose.

**K. INTERGOVERNMENTAL TRADE AGREEMENTS**

40. VCC is part of the "MASH sector" that includes municipalities, publicly funded post-secondary academic institutions and school boards, and health regions. As a member of the provincial public sector, broadly defined, it must therefore comply with three intergovernmental trade

agreements:

The federal-provincial intergovernmental Canadian Free Trade Agreement (CFTA). Annex 504.3 extends the CFTA to acquisitions by MASH sector with the following expected full-term contract values:

- a. \$121,200 or more for goods or services excluding construction; and
- b. \$302,900 or more for construction.

The British Columbia-Alberta Trade, Investment and Labour Mobility Agreement (TILMA). TILMA applies to MASH sector acquisitions with expected full-term contract values of:

- a. \$75,000 or more for goods;
- b. \$75,000 or more for services; and
- c. \$200,000 or more for construction.

Exceptions to TILMA are listed in Part V of the agreement.

British Columbia-Alberta-Saskatchewan-Manitoba New West Partnership Trade Agreement (NWPTA) supplements TILMA. The NWPTA applies to MASH sector acquisitions with expected full-term contract values of:

- a. \$75,000 or more for goods;
- b. \$75,000 or more for services; and
- c. \$200,000 or more for construction.

Exceptions of the NWPTA are listed on Part V of the agreement.

#### **L. CONTRACTOR SUPPORT BY VCC**

41. Where funding is provided to the contractor to acquire assets the contract must identify the assets and the funding provided for the purpose of acquiring the assets. The contract must also state who owns the assets that are provided to a contractor by VCC; the assets created as a result of the contracted services; or the assets that are purchased by the contractor with funds provided by VCC.
42. The contract must also state who is responsible for the maintenance of the asset during the period of the contract and the disposition of the assets at the termination of the contract. The specific and prior approval of the Executive Director, Finance & CFO is required before VCC enters into any situation where it funds the Contractor acquisition of an asset.
43. Where VCC is willing to provide services to a contractor (e.g., office accommodation or computer networking services), this must be disclosed to all prospective respondents to a solicitation and offered in a non-discriminatory manner.
44. Departments and Procurement Services must not bestow a favour on, or grant preferential treatment to, any prospective contractor.

#### **M. STRATEGIC PARTNERSHIP AGREEMENTS**

45. VCC may enter into a Strategic Partnership contract, agreement or alliance with external organizations. A department may request that Procurement Services negotiate a strategic partnership with an external entity if the following conditions are met:
  - a. The request is consistent with the vision and values as articulated in the VCC strategic plan; and
  - b. The request is supported by a comprehensive cost benefit analysis that has been reviewed and recommended by appropriate key areas of the College; and.

- c. Any good or services the agreement will cover is exempt from the competitive process, for example, acquisitions primarily for resale; and/or
  - d. As a condition of funding from an external source, VCC is required to leverage funding or support from other external sources to maximize benefits to students and VCC.
46. The Director, Procurement Services will review initial requests for strategic partnership agreements and will recommend to Executive Director, Finance & CFO to approve or reject the request.
47. Procurement Services will advise College Advancement of potential strategic partnership opportunities.

#### **N. SUPPLIER DONATIONS**

48. To ensure transparency and fairness of the procurement process, procurement decisions and activities except for Strategic Partnership Agreements must not be mixed up or tied to solicitation of supplier donations.
49. Discussions with potential donors including contractors pertaining to donations or support for VCC activities and undertakings must be conducted only through the VCC Marketing Department and/or VCC Foundation.

#### **O. SUPPLIER SAMPLES**

50. Budget Officers may accept product samples from suppliers only if samples are:
- a. delivered under Strategic Partnership Agreements;
  - b. provided as a donation gift-in-kind through VCC Foundation;
  - c. not solicited in any manner from the supplier; or
  - d. used for educational evaluation purposes as follows:
    - i. samples are distributed equitably to students enrolled in the course for student evaluation, or
    - ii. samples are used in the preparation for or delivery of course content, where the product evaluation will be undertaken.

The quantity of samples must be reasonable in relation to the evaluation to be conducted.

#### **P. FORMER EMPLOYEES OF VCC**

51. An employee who has received a severance payment on termination of employment must repay all or portion of the lump sum payment if remuneration is received from a contract with VCC within the severance settlement period.
52. VCC shall hold former employees to their common law duty to maintain the confidentiality of information to which they had access while employed by VCC. VCC employees who have reason to believe that a former employee may have breached that duty must immediately report to the Executive Director, Finance & CFO without fear of reprisal or retaliation.

#### **Q. ENVIRONMENTAL RESPONSIBILITY**

53. Departments must follow the Green Purchasing Guidelines (available on myVCC) established by Procurement Services respecting the procurement of environmentally responsible products and services.

54. Where VCC environmental policies exist and apply to the acquisition of goods or services, those policies should be reflected in the evaluation criteria. The general provisions of the procurement policy requiring open competition and value for money will continue to apply.

#### **R. STANDARD DOCUMENTS**

55. VCC has established standard documents and templates that must be used for all procurement processes and contracts, unless Procurement Services develops and approves the use of an alternate document to meet a specific business requirement.

56. Appropriate documents will be applied under the guidance of Procurement Services, any by employees authorized to initiate a procurement process.

57. Internal controls have been established over change control to verify the integrity of the fixed schedules to the General Services Agreement With controlled access in place, VCC may incorporate the fixed schedules into the General Services Agreement by reference.

58. All documents and templates are available on VCC's internal website myVCC.

#### **S. TRAINING AIDS**

59. Training aids are available on VCC's internal website myVCC.

#### **RELATED POLICY**

Refer to B.4.1 Purchasing Policy.



## PROCUREMENT POLICY B.4.1

### APPENDIX A

#### Procurement Authority Limits

##### Directors, Vice Presidents, Chief Financial Officer, and the President

Subject to policy directives, Directors/Deans, Vice Presidents, the Chief Financial Officer, and the President holding budget and spending authority for the expected amount of the procurement opportunity may:

- a. Recommend to Procurement Services to contract with an individual or a group of associated contractors, for goods, services or construction with an expected value of not more than \$25,000 per procurement opportunity, without a competitive process. The Director, Procurement Services has the authority to decline or approve the Recommendation. Directors/Deans, Executive Directors, Vice Presidents, and the Executive Director, Finance and CFO are not permitted to contract directly on behalf of VCC.
- b. Direct the Director, Procurement Services to initiate a procurement opportunity or supply arrangement, with an estimated value of:
  - i. Less than \$25,000 be competed to the extent reasonable and cost effective
  - ii. An estimated value from \$25,000 up to \$75,000 is awarded using a competitive process that is appropriate to the value, complexity and profile of the business opportunity. Such opportunities can be posted on BC Bid or at least three quotes must be obtained
- c. Initiate a procurement process, and upon the completion of such process, contract for goods, services, or construction with expected values as follows:
  - i. Directors/Deans: goods, services, and construction to a maximum of \$75,000
  - ii. Vice Presidents: goods, services, or construction to a maximum of \$200,000
  - iii. President or the Executive Director, Finance and CFO: goods, services, and construction to a maximum of \$500,000
- d. Acquire goods, services or construction through provincial CSAs, CISA, BCNETSource supply arrangements or VCC supply arrangements identified or initiated by Procurement Services, within the limits and the processes set out in the arrangement.

### Finance and Audit Committee

The Chief Financial Officer may present a proposal for VCC to initiate procurement in respect of goods, services or construction with an expected value of more than \$500,000 to the Finance & Audit Committee.

Where the expected value of the opportunity is between \$500,000 and \$1,000,000, the Finance & Audit Committee may:

- a. Approve the planned procurement solicitation proposal and direct the Chief Financial Officer to initiate the appropriate procurement solicitation.
- b. Reject the planned procurement solicitation proposal.
- c. Approve the procurement award recommendation and direct the Chief Financial Officer to initiate the appropriate contract.
- d. Reject the procurement award recommendation.

### Board of Governors

Where the expected value is in excess of \$1,000,000, the Finance & Audit Committee will review the proposal and pass the proposal on to the Board with recommendation to approve or reject. Upon receipt of the proposal and recommendation of the Finance & Audit Committee, the Board may either:

- a. Approve the proposal and direct the Chief Financial Officer to initiate the procurement process appropriate. The Board will approve the resulting award recommendation and contract.
- b. Reject the proposal.



## PROCUREMENT POLICY B.4.1

### APPENDIX B

#### Detailed Standards for the Procurement of Goods, Services and Construction

##### Pre-award and Solicitation

1. All Procurement
  - a. Departments upon putting in requisition for procurement must assist Procurement Services employees by providing detailed specification on what is needed, and by evaluating bids and proposals, as required.
  - b. Procurement Services must control the advertising of procurement processes and the solicitation of quotes and proposals.
  - c. VCC must follow procurement or solicitation methods that are currently available through a CSA, CISA, List of Qualified Suppliers/MSO or VCC supply channel identified or initiated by Procurement Services as discussed in section 3.a.v.
  - d. Procurement Services must publish and maintain up to date a list of available CSAs, CISAs, List of Qualified Suppliers/MSOs and VCC supply arrangements.
  - e. Departments may recommend to Procurement Services to directly acquire goods and services when an unforeseen emergency exists. Emergency purchase orders must only be used to meet unforeseeable emergencies. Emergency purchase orders must be supported by a Waiver of Competitive Process, which must be approved by the Procurement Services prior to the purchase commitment being made. The Waiver is then to be filed centrally with the Procurement Services as part of the Procurement file and Waiver file.
  - f. VCC must use the standard VCC formats for solicitation documents (e.g., ITT, NRFP, RFP, RFQ, ITQ, RFSO) available from the Procurement Services. Departments must obtain the approval of Procurement Services and legal where appropriate for any changes to the standard formats. Only current versions of the solicitation documents may be used.
  - g. When subdivision of a major project into two or more component parts occurs, the Terms of Reference, Business Case, and solicitation document for each component part must clearly disclose the potential combined scope of the project. Approval for the expenditure must be sought on the combined value of all contracts issued for the components of a subdivided project.
  - h. All standard competitive processes (i.e., ITT, NRFP, RFP, ITQ, RFSO) must provide identical information for potential bidders or proponents to the solicitation, to fairly and equally base their response.
  - i. The permitted response time to a solicitation must be sufficient to allow all potential proponents to have a reasonable opportunity to compete, taking into account the time required to disseminate information, the complexity of the procurement, and the time required to prepare an appropriate response.

- j. Objective selection criteria for the awarding of a contract must be established prior to receiving bids and proposals and must be consistent with those specified in the solicitation documents. Selection procedures and timelines must not limit anyone from competing.
- k. Departments and the Procurement Services must be alert to the potential for bid rigging, and report any suspicious bidding patterns.
- l. An expired contract must not be retroactively extended. When a contract expires and the original deliverables have not been fully met, one subsequent new contract may be considered in order to complete the work. The approval of the new contract should include consideration of the evaluation of the first contract (see section *Evaluation, Monitoring and Reporting*).  
No additional procurement process is required where the new contract covers only the balance of the original deliverables that were not fully met under the original contract.
- m. Projects or services opportunities cannot be subdivided to avoid requirements of policy or trade agreements.
- n. To establish a pre-qualified supplier list, including a CISA, a process must be undertaken which uses the standard Request for Qualification template, unless an alternate form is approved by Procurement Services. The process is to include an evaluation of the responses to the identified pre-qualification requirements to determine which respondents will be placed on the list of pre-qualified suppliers.
- o. The method for selection of a contractor from the pre-qualification list must be specified in the RFQ document and this selection method must be followed,
  - i. For opportunities valued at less than \$25,000, the next available contractor on the pre-qualified list (selected in established rotation) will be offered the opportunity. The Procurement Services must retain a record of all such offers to evidence that opportunities were offered in rotation.
  - ii. For opportunities valued between \$25,000 and the limits set by intergovernmental trade agreements, the next three contractors of the pre-qualified list will be offered the opportunity to provide a brief written proposal or quotation.
  - iii. As required in accordance with the applicable terms of the CFTA, TILMA and NWPTA intergovernmental trade agreements, if the expected contract value is over the goods, services or construction threshold (see section *Compliance with Intergovernmental Trade Agreements*), the contractor must be selected through a competitive process open to all suppliers on the pre-qualification list that meet the criteria for a specific project (e.g., specialization). The evaluation shall include assessments of each supplier's proposed approach, pricing, and other elements as identified and documented in the solicitation.
- p. Opportunities to be registered on a pre-qualification list must be provided either continuously or at regular intervals. The period for which a pre-qualification list will be valid must be specified in the RFQ document.
- q. If the requirement for goods, services or construction falls within the provisions of the CFTA, TILMA or NWPTA, the process to identify pre-qualified suppliers of goods, services and construction opportunities which may be over the associated threshold (see section *Compliance with Intergovernmental Trade Agreements*) must be advertised annually on the BC Bid® website.
- r. Where VCC policy requires that a procurement process be advertised on BC Bid®, the prior approval of any and all such advertisements on BC Bid® must be provided in writing by the

Executive Director, Finance & CFO.

The request for approval to post must be submitted to the Executive Director, Finance & CFO by Procurement Services and must include a certification that:

- i. The form of the posting is based upon a VCC approved template document and is compliant with VCC policy, and
- ii. The business information reflected in the posting has been approved by the relevant VCC business unit.
- iii. The approval to post must be retained in the procurement file.

## 2. Procurement of Goods

- a. Requests for goods valued over \$25,000 that cannot be met through provincial CSAs, CISAs or VCC supply channels identified or initiated by Procurement Services must be directed to Procurement Services and acquired through an approved competitive process.
- b. Where the Department's requirements can be met through a provincial CSAs, CISAs or VCC supply channels identified or initiated by Procurement Services, goods must be purchased through that arrangement.
- c. Unless the conditions for direct awarding apply (see section *Direct Awards*), all acquisitions and processes to select pre-qualified bidders with an estimated value of:
  - i. Between \$25,000 and \$50,000 must be competed through a process to solicit proposals or quotation from not less than three qualified suppliers, and
  - ii. Those greater than \$50,000 must be competed through a formal procurement process advertised on BC Bid® (see section *Public Posting - - Bid Opportunities, Amendments and Notice of Contract Awards*).
- d. When a contract for goods valued at \$25,000 or more is intended to be awarded on the basis that there is only one vendor that can provide the goods required, but this cannot be strictly proven as required in subsection concerning waivers of the competitive process, a Notice of Intent must be posted on BC Bid®.
  - i. All objections received by the indicated response date must be reviewed and if any are substantiated a competitive process must be undertaken. If no objections are received, or the objections received are not submitted, a direct award may be made.
- e. A Notice of Intent is not required if it is clearly determined that a direct award meets one or more of the exceptions specified in subsection permitting waivers of a competitive processes under extraordinary circumstances.

## 3. Procurement of Used Goods at Auction

- a. VCC may acquire used equipment, to be utilized as teaching aids, through an auction; all new equipment must be acquired under standard VCC procurement policy.
- b. An eligible auction house must:
  - i. Where the subject asset can be accessed through a government- managed auction, that government auction is the only eligible auction that may be utilized by VCC

(e.g., ICBC's auction of automobiles with body damage, which would be government to government exempt transaction).

- ii. Advertise the assets to be auctioned broadly giving adequate notice to the public.
- iii. Offer in advance of any purchases, settlement terms acceptable to the Finance Department including at a minimum a 7-day settlement period.
- c. VCC procurement policy will apply for the selection of an auction house and will be considered in respect of the anticipated commission amount payable to the auction house.
- d. The Dean/Director of an area must approve in writing the bid limit for the proposed transaction and the delegation of authority to bid.
  - i. The Department must develop and present to the Dean/Director for approval, a business case justifying the bid limit, providing information including:
    - Defined need for the equipment, setting type and condition,
    - Results of a physical inspection of the subject piece of equipment to confirm state and appropriateness to the purpose.
    - Review of available auction sale information from historic transactions to determine the indication of market value for the piece of equipment, and
    - Recommendation of bid limit.

#### 4. Procurement of Services and Construction

- a. Requests for services valued over \$25,000 that cannot be met through provincial CSAs, CISA, or VCC supply arrangements identified or initiated by Procurement Services must be directed to Procurement Services and acquired through an approved competitive process.
- b. Where the Department's requirements can be met through provincial CSAs, CISA or VCC supply arrangements identified or initiated by Procurement Services, goods must be purchased through that arrangement.
- c. Unless the conditions for direct awarding apply (see section *Direct Awards*), any service opportunity or process to select pre-qualified bidders, or supply arrangement for the supply of services with an estimated value of:
  - i. between \$25,000 and \$50,000 must be competed through a process to solicit proposals or quotations from not less than three qualified suppliers, and
  - ii. Those greater than \$50,000 must be competed through a formal procurement process advertised on BC Bid® (see section *Public Posting - Bid Opportunities, Amendments and Notice of Contract Awards*)
- d. The Director, Procurement may direct that a procurement opportunity or supply arrangement, with an estimated value from:
  - i. \$25000 up to \$75,000 be awarded using a competitive process that is appropriate to the value, complexity and profile of the business opportunity. Such opportunities can be posted on BC Bid or at least three quotes must be obtained
- e. When a contract for services valued at \$50,000 or more is intended to be awarded on the

basis that there is only one vendor that can provide the services required, but this cannot be strictly proven as required in subsection concerning waivers of the competitive process, a Notice of Intent must be posted on BC Bid®.

- i. All objections received by the indicated response date must be reviewed and if any are substantiated a competitive process must be undertaken. If no objections are received, or the objections received are not submitted, a direct award may be made.
- ii. Notice of Intent is not required if it is clearly determined that a direct award meets one or more of the exceptions specified in subsection permitting waivers of a competitive processes under extraordinary circumstances.

### Contract Award – All Procurement

#### 5. Direct Awards

- a. Contracts for acquisitions (of goods, services and construction) and disposals may be negotiated and directly awarded without competitive process where one of the following exceptional conditions demonstrably and unequivocally applies:
  - i. The contract is with a public body or non-profit organization.
  - ii. The department can strictly prove that one and only one supplier is qualified or is available, to provide the goods, services or construction.
  - iii. An unforeseeable situation of urgency exists and the goods, services or construction could not be obtained in time by means of open procurement procedures.
  - iv. A competitive process would interfere with a VCC's ability to maintain security or order to protect human, animal or plant life or health.
  - v. The acquisition is of a confidential or privileged nature and disclosure through an open bidding process could reasonably be expected to compromise VCC confidentiality, cause economic disruption or be contrary to the public interest.

#### 6. Procurement Files, Contract Files, and Waiver File

- a. Procurement Services shall be the office of record for all procurement and contract information maintained by VCC.
- b. The Director, Procurement shall maintain a File Guide, listing all documents required to be kept on file for each contract.
- c. For every direct award, Procurement Services, prior to the grant of the direct award, must:
  - i. Fully document the waiver of competitive process setting out the rationale or the circumstances that supports the use of one or more of the above exceptions,
  - ii. Obtain approval of the Department representative holding spending authority as to the accuracy and completeness of the facts declared in support of the waiver,
  - iii. Approvals:
    - for proposed waivers > \$500,000 obtain the approval of the Board Finance

and Audit Committee

- for proposed waivers > \$1 million obtain the approval of the Board of Governors
- iv. Appeals must be forwarded to the Executive Director, Finance & CFO for resolution.
  - v. File the approved waiver of competitive process in the appropriate files
  - vi. Report all approved waivers of competitive process approved to the Executive Director, Finance & Chief Financial Officer.

#### 7. Selection and Award of Contract

- a. VCC will award contracts on the basis of the criteria and relative scoring weights set forth in solicitation documents.
- b. For each procurement action containing an evaluation process (NRFPS, RFPs and RFQs), the Director, Procurement will create an Evaluation Committee responsible for the management of the evaluation of proposals and responses received.
- c. The Chair of the Evaluation Committee will ensure:
  - i. A detailed evaluation framework is developed and approved by the Department soliciting the goods, services or construction (ideally before the solicitation is posted on BC Bid®) prior to the closing of the solicitation and the receipt of proposals and responses.
  - ii. The detailed evaluation framework includes the rationale for the ranking of all proponents and the method by which final scores were determined.
  - iii. Department employees are placed on the evaluation committee and participate in the evaluation process from beginning to end to select the successful contractor.
  - iv. That before the evaluation committee considers a bid or proposal, the bid or proposal meets all mandatory requirements specified in the solicitation documents. If a response is found to be non-compliant, it must immediately be set aside and any further consideration withheld.
  - v. At the first meeting of the evaluation committee, the identity of all bidders or proponents meeting all mandatory requirements is disclosed to the members of the evaluation committee.
  - vi. Prior to receiving copies of bids, proposals or other confidential information, each member of the evaluation committee signs a declaration of Conflict of Interest, confirming the member, under the terms of the VCC Conflict of Interest policy, is not in conflict. Signed declarations of Conflict of Interest must be retained in the Procurement File.
  - vii. The final decision of the evaluation committee to award evaluation points is reached by consensus and is documented showing:
    - How the evaluation template was applied consistently to each proponent and
    - The consensus score awarded by the evaluation and selection process must be followed as stated to determine the successful proponent.
- d. In the case of ITTs and ITQs, contracts must be awarded to the lowest-priced qualified bidder

meeting the terms and conditions of the solicitation document.

- e. In the case of an RFP, the contract must be awarded to the proponent whose proposal meets all mandatory proposal requirements and achieves the highest overall rating of all evaluation criteria specified in the solicitation documents and based on the relative scoring weights disclosed in the solicitation.
- f. Department employees must not do or say anything to create an oral or written agreement on behalf of the VCC prior to a selection and decision to award a contract.
- g. Multi-year contracts are permitted when the stability of the longer time frame supports better value to VCC. However, they must not be established through ongoing amendments and extensions of standard term contracts, unless the extensions were planned and included as part of a competitive process.
- h. Departments and Procurement Services should include due diligence inquiries covering, as appropriate in the situation, contractor history, financial and operating viability, and ownership as part of the information requested and evaluated during NRFP, RFP and RFQ processes, Business reference checks should be requested where appropriate.

#### 8. Processing of Responses and Follow-up

- a. A written confirmation must be sent to the contractor who was successful on a solicitation. Unsuccessful respondents to an NRFP or RFP must be notified and offered the opportunity for a debriefing on their proposal.
- b. Debriefings shall address the response submitted by the debriefed supplier in relation to published evaluation criteria. Details of other responses, including specific scores, must not be disclosed. Detailed minutes of these meetings should not be maintained. The Chair of the Evaluation Committee should ensure that all requirements of FIOPPA were met during these meetings.
- c. Unsuccessful bidders on an ITQ or ITT must be notified of the winning bidder.
- d. VCC award decisions shall be posted on the VCC public website in the manner directed by the Director, Procurement.

#### 9. Pricing

- a. Every contract must have a firm contract ceiling price, exclusive of taxes. Where a firm contract ceiling price is not possible, a unit price must be predetermined, and VCC must have control over the number of units of service that are delivered within each phase of the contract.
- b. Fixed price contracts are permitted for service contracts, if the scope of the work can be clearly defined in advance.

#### 10. Procurement Administration

- a. Procurement Services is the department of record and must maintain a procurement file and a contract file, to VCC standard, containing adequate contract documentation for all

phases of the procurement process, including planning, solicitation, evaluation, award, management, amendments, payment schedules, progress reports and contract evaluations.

- i. The standard procurement file and the standard contract file may be stored in electronic form, providing original signed copies of active contracts and modifications are also maintained on site.
- ii. Departments should access the electronic version of the documents in the standard procurement file or the standard contract file and may make and hold printed copies of such documents, as required.
- b. Contracts must be in writing and signed and delivered by all parties prior to the commencement of the work or service (or, in the case of an emergency, as soon as possible thereafter).
  - i. Procurement Services must receive written confirmation from the Executive Director, Finance & CFO confirming Board approval, before any contract greater than \$500,000 is negotiated and executed.
  - ii. Contracts approved by the Board of Governors must be negotiated and executed by the Executive Director, Finance & CFO or by the person authorized by the Executive Director, Finance & CFO.
- c. The Executive Director, Finance & CFO shall ensure that all approvals by the Board are recorded accurately and in detail.
- d. Contracts must be made in the contractor's legal name. Each contract must be approved and signed by the appropriate authority. In no circumstances should an unauthorized employee or agent legally bind VCC with apparent authority.
- e. Subject to provisions of subsections and below an approved General Service Agreement or Short-Form General Service Agreement template must be used for service contracts in all instances except the following:
  - i. contracts for office assistance services or with employment agencies where a CSA exists;
  - ii. vehicle and equipment rentals;
  - iii. capital construction projects;
  - iv. goods acquisitions unless ancillary to services are also acquired under the contract and advice has been obtained from VCC's legal counsel about additional provisions that may be appropriate; or
  - v. Software licensing
- f. No changes should be made to these approved General Service Agreement templates that have not been prepared, or advised on by VCC's legal counsel.
  - i. Procurement will establish a file of legal opinions and approved alternative articles and the business situations where those articles should be used.
  - ii. Procurement will make the business decision as to when the alternative articles may be incorporated into the General Services Agreement or General Goods Agreement.

- g. If none of the approved General Service Agreement templates is appropriate for a particular transaction or type of transaction, the VCC Procurement Services may develop an alternative contract template with advice from VCC's legal counsel. If an alternative contract template contains an indemnity of the contractor by the VCC, Risk Management must approve the indemnity prior to the template being used.
- h. Some contractors prefer to use standard contract forms provided by their industry association. If not precluded by the terms of any applicable competitive process documents, VCC may accept the use of such forms after a business risk assessment has been completed and the risk to VCC deemed as low. Where a contractor's form contains an indemnity of the contractor or limitation of its liability, the wording of those terms must be approved under the *Guarantees and Indemnities Regulations* by the Risk Management Branch of the Ministry of Finance or such other person authorized by that regulation prior to VCC entering into a contract using that form.
- i. Supply arrangements are to be competed in the same manner as an individual contract.
- j. Whenever a contract is to be modified, the standard form of modification agreement must be used unless VCC legal counsel has approved an alternative modification process or form.
- k. The justification for all modification agreements must be documented on the contract file. Modifications to a contract must be in writing and signed by both parties. The party that originally approved the contract must approve modifications having a financial impact on the contract.
- l. A modification agreement to extend the term of the agreement for a reasonable period of time is allowable when an unforeseen event has delayed the delivery of specific contract outputs.
- m. A modification agreement must not be used to substantially change the nature and intent of the original contract.
- n. Expense authority approval, when applied, must reflect the total dollar value of the contract and not just the dollar value of the modification agreement.
- o. Annual or multi-year contract renewals are only allowed when the potential for renewal has been explicitly included in the solicitation documents, including the establishment of a limit on the number of renewals.
- p. VCC must ensure that the contractor's agent or broker completes and signs a Certificate of Insurance acceptable to VCC, in the requirements of the contract.
- q. VCC must ensure that a contractor who will be providing services to VCC provide proof they are covered by Worksafe BC (WCB) unless the contractor is exempted by WCB.
- r. A Privacy Protection Schedule (PPS) must be completed and attached as a schedule to any contract between the VCC and a contractor that involves "personal information" as defined in the FOIPPA unless it is not intended that the public body will own or control the personal information.
- s. A PPS must be in the form set out in the current version of the General Services Agreement unless an alternative version has been authorized by VCC's legal counsel.
- t. Employees must not divulge information regarding a contract unless it is available to the general public or the disclosure has been authorized by VCC Executive based on prior

consultation with VCC's legal counsel.

#### 11. Electronic Posting of GSA and GGA Schedules

- a. Procurement Services will maintain a secure area on the VCC public web site to hold the current and all historic versions of the GSA and GGA templates, and Schedules thereto.
  - i. The site selected must be in a location that can easily be located and accessed by all parties wishing to do business with VCC.
  - ii. The effective date of the version of the contract template is prominently indicated in a footnote in the face of each page of the documents.
  - iii. Changes to the templates will only be authorized by the Director, Procurement.

#### 12. Disposal of Surplus Assets

- a. Where an opportunity exists to replace an outdated asset with a similar asset, details of the potential trade-in must be forwarded to Procurement Services, which will conduct an analysis of the potential trade-in to determine the best overall value to VCC. Departments must only negotiate trade-in arrangements after consultation with Procurement Services.
- b. Assets that are surplus to the needs of VCC are to be disposed of at fair market value by Procurement Services who will determine the appropriate method for disposal of such assets.
- c. The disposal of a medium with information capacity must be done in a manner to protect the privacy and security of the stored information in accordance with VCC's Records Management policy A.3.9.
- d. For further information, refer to the Guidelines for the Disposal of Surplus Assets at VCC, available on myVCC.

#### 13. Commercial Cards (C-Cards)

- a. The use of commercial cards is subject to the following procurement guidelines:
  - i. Procurement Services should be contacted when anticipated spending on a C-Card will be more than \$5,000 during a fiscal year on one opportunity, even though a single transaction may be less than \$1,000. For spend over \$5,000 in a fiscal year on one opportunity Procurement will create a contract or establish a Lists of Qualified Suppliers for the service or commodity area.
  - ii. Where a List exists for a service or commodity area, C-Cards should not be used to acquire similar goods or services from vendors who are not on the List.
- b. WEB Requisitions are not required to process C-Card reimbursement claims.

#### 14. Information Technology Procurement

- a. Information Technology (IT) goods and services must be procured in accordance with the business and IT requirements of VCC.
- b. Prior to initiating procurement of IT related products or services, Departments must discuss their requirements with IT who will determine whether a college wide solution will be implemented for the requirement. The first step is to create a VCC Helpdesk ticket.

- c. Large projects frequently include smaller IT related component projects. These component projects must be considered at the same time as the large project.
- d. IT goods and services must be procured in accordance with VCC financial and procurement policies and the strategies, standards, and practices established by the CIO, Information Technology.
- e. IT standards and practices, whenever practical, shall be used in conjunction with an open, competitive process providing qualified prospective suppliers with opportunities to submit proposals.
- f. All VCC IT hardware and software requirements, including shared devices (e.g., desktop, laptop, server, and printer devices) must be ordered under identified CSAs, CISAs or MSOs or VCC supply channels, where available.
- g. Software and subscription acquisitions need to follow the process established in the Software and Subscription Flowchart located on myVCC.
- h. Vendor specific software license contract forms may be used but only after a business risk assessment has been completed and the risk to VCC deemed as low. In this specific situation, VCC may waive the policy requiring the contractor to pay VCC's legal costs.

#### 15. Unsolicited Proposals

- a. An "unsolicited proposal" is defined as a supplier initiated offering of goods, services, or solutions to VCC. The aim of such a proposal is to enable a supplier to establish a sales contract or business alliance partnership with VCC that is neither the result of a competitive solicitation nor the result of a VCC initiated direct award.
- b. Departments can receive unsolicited proposals from the private sector. If VCC determines that the proposal warrants consideration, then the proposal must be submitted to an ad hoc review panel formed by the Executive Director, Finance & CFO for review.
- c. The proposal must indisputably demonstrate that:
  - i. It is unique; and
  - ii. It addresses the current or future needs of VCC; and
  - iii. The goods or services are not otherwise available in the marketplace.
- d. The review panel will be chaired by a Vice President and comprised of:
  - i. Director, Procurement;
  - ii. Directors from the interested/impacted Departments, selected by the Chair based on the nature of the proposal; and
  - iii. Director, Finance.
- e. The panel must ensure that the unsolicited proposal unambiguously meets the criteria stated in subsection iii above, and that its acceptance is clearly in the best interest of VCC with this being done before contract negotiations commence.
- f. Departments must not enter into contract negotiations before the panel review is complete. If there is any doubt that an otherwise acceptable proposal is unique, Procurement Services shall issue a Notice of Intent prior to VCC entering contract negotiations.

- g. Any proposal not meeting the criteria stated in subsection iii above must be rejected. If the proposal is accepted and approved by the Panel, VCC may enter into contract negotiations, subject to funding availability and any required approvals.
- h. Notwithstanding the reference to Notices of Intent with subsection vi above, all contracts resulting from unsolicited proposals must be subject to this procurement policy, including policies related to direct awards.
- i. Funding for contracts resulting from unsolicited proposals must be drawn from within the existing budget of the contracting Department.
- j. Departments must not use the unsolicited proposals process to bypass the competitive tendering process for goods or services requirements that are initially identified by VCC.
- k. In the event that the Panel approves an unsolicited proposal, VCC must ensure that all contracts resulting from unsolicited proposals comply with:
  - i. TILMA, Part V, Government Procurement, Article 2 regarding potentially allowable exceptions to competitive procurement;
  - ii. NWPTA, Part V C2, and
  - iii. A waiver of competitive process must be recommended and approved for every unsolicited proposal.

#### 16. Contract Administration and Monitoring

##### Receipt of Goods

- a. Departments must ensure that adequate receiving processes are in place to certify that goods are received as ordered (i.e., correct quantity and suitable quality).
- b. VCC receiving employees may sign for goods presented by the shipper, without detailed inspection. Receiving employees should inspect the shipment for damage and/or missing or incorrect items as soon as practicable. Inspection should include a comparison of goods received to packing slips and a comparison of packing slips to purchase orders or requisitions.
- c. VCC receiving employees will rely on the user department updating requisitions for all approved changes in orders. Discrepancies between goods received and goods ordered (as reported in Banner) and damaged goods must be reported immediately to the end user who will work with Procurement Services to rectify the situation.
  - i. VCC receiving employees must sign/initial the packing slip to provide confirmation of the inspection and the certification that goods have been received.
  - ii. VCC receiving employees must note all damaged goods and discrepancies on the packing slip.
- d. VCC receiving employees will rely on the user Department updating requisitions to approve all substitution items. Receiving employees will not accept product substitutions by suppliers without prior Department approval. Purchase Order Amendments are required to cover any substantial changes to the original purchase order.
- e. Departments must maintain adequate receipt records or other documentation to support account verification and payment.

## 17. Payment

- a. A contract summary record must be maintained for all service contracts, either by using a contract summary sheet or equivalent electronic record. Vendor payment records must be used to assess amount paid on the contract's Purchase Order. Once a Purchase order is completely drawn down no further payments can be made on the contract.
- b. A contract cannot include a cost overrun clause. If a cost overrun is unavoidable, ensure the costs are justified. Any overrun is to be authorized in advance using a modification agreement form. There may be additional approval requirements triggered by cost overruns.
- c. Commercial arrangements regarding chargeable fees and rates, expense reimbursement limits, aggregate contract prices, pro forma statements of account, and payment schedules must be set forth in a VCC prescribed contract schedule. These requirements apply whether a contract is established on the basis of a per diem rate, hourly rate, a fixed price per unit or deliverable, or a flat rate or price.
- d. All contract quotations must exclude applicable sales taxes. Statements of accounts must include a calculation of fees plus applicable sales taxes and expenses.
- e. Departments must ensure that payments made to contractors who are non-residents of Canada comply with the withholding tax provisions of the federal Income Tax Act.
- f. Contracts may not provide for payment in advance of goods or services being received, unless the Executive Director, Finance & CFO approves the variance to payment policy prior to the negotiation of the contract. Where a payment is to be made in advance the contract must specify how the advance is:
  - i. to be deemed to be earned; or
  - ii. if the services are not subsequently rendered, to be repaid; and
  - iii. what interest rate, if any, must apply.

## 18. Evaluation, Monitoring and Reporting

- a. For every contract, Departments must clearly establish the outputs and/or outcomes required, together with their quality and quantity, against which the performance of the contract can be monitored throughout the duration of the contract. These output and outcome requirements must be included in the contract.
- b. Departments must ensure timely and consistent monitoring of the contractor's performance as the assignment progresses in accordance with the terms and conditions of the contract.
- c. A post-completion evaluation is required on every contract of \$200,000 or more to provide a record of the contractor's performance and to assist in future contracting activity.

## 19. Deficient Performance and Breach

- a. Where a contractor deviates from the terms and conditions of a contract, the contract manager must immediately take one or more of the following steps:
  - Step 1: Notify the contractor in writing of the deficiency and arrange to discuss the problem. A record should be kept of such discussions. The discussions could result in an agreement to amend the terms of the contract.

- Step 2: Issue a notice to comply, if the contractor persists in deviating from the terms and conditions of the contract.
  - Step 3: Issue a stop work order if the contractor ignores the notice to comply.
  - Step 4: Terminate the contract, subject to the advice of VCC's contract specialist and/or legal counsel.
- b. Where the breach or deficiency puts public safety at risk, VCC must proceed immediately to Step 2 and issue a notice to comply, or to Step 4 and terminate the contract.
  - c. If fraud is suspected, refer to the issue immediately to the Executive Director, Finance & CFO.
20. Asset Management
- a. Departments must identify and manage any asset maintenance, risk and liability issues arising from their contracting activities.
  - b. Where assets are determined to be owned by the VCC, they must be appropriately safeguarded, controlled and accounted for. Assets being replaced due to being damaged, lost or stolen must be reported to the Director, Procurement at the time the procurement process is initiated.
21. Disputes
- a. Any dispute arising out of a VCC contract must be dealt with in a just prompt and cost-effective manner. All contracts must contain a clause that identifies how a dispute will be resolved. Any dispute arising out of a VCC contract must ultimately be resolved according to the terms of the contract.
  - b. For contracts that are subject to the CFTA, Departments must settle any CFTA-related disputes in accordance with the dispute resolution process provided in CFTA Chapter 10. Departments will be responsible for the VCC's share of the cost of any dispute panel that is established to investigate the dispute.



## PROCUREMENT POLICY B.4.1

### APPENDIX C

#### Vendor Complaint Review, Public Postings, Trade Agreement Compliance, Privacy

##### 1. Vendor Complaint Review Process

The objectives of this section are to define a vendor complaint review process (VCRP) that is accessible, consistent, fair, impartial and timely, and to identify ways to make improvements in the manner in which procurement is undertaken by VCC.

###### a. General

- i. The VCRP is designed to ensure that there is a process for the review of vendor complaints about a VCC procurement process. The intent of the VCRP is to assist VCC in identifying and responding to problems in the establishment and application of VCC procurement policy and procedures.
- ii. This VCRP requires that Departments, Procurement Services and vendors provide full access to all information pertinent to complaints.

###### b. Scope of VCRP

- i. A complaint may be made with respect to the process used to evaluate proposals and how the evaluation criteria were applied but may not include issues pertaining to individual point ratings given by an evaluation committee to specific evaluation criteria.
- ii. The application of this VCRP is limited to VCC and its Departments whose procurement is subject to this VCC procurement policy.
- iii. This VCRP is limited to issues of procurement policy and procedures. This VCRP is not available for issues related to vendor or Department/ Procurement Services performance or conduct during a contract. These issues are to be dealt with through the dispute resolution processes identified in the contract document.
- iv. This VCRP does not limit or impair the rights of any vendor to seek remedies of law through the judicial or other process.

##### 2. Vendor Complaint Review - Roles and Responsibilities

###### a. Departments including Procurement Services are responsible for:

- i. Establishing and managing an accessible and fair process for responding to vendor complaints related to procurement activities undertaken by Departments or Procurement Services.
- ii. In case of those complaints submitted, providing all pertinent and required

information.

- iii. Recording information on all vendor complaints managed under their vendor complaint review process and providing reports to the Executive Director, Finance & CFO as required.
  - iv. Implementing changes required to Department/ Procurement Services procurement processes identified through their complaint review process.
  - v. Implementing any outcomes recommended and any subsequent remedial action.
  - vi. Making all reasonable efforts to review complaints and where reasonable to resolve them amicably.
- b. Executive Director, Finance & CFO is responsible for:
- i. Receiving and recording all complaints.
  - ii. Ensuring that Departments and Procurement Services have a vendor complaint review process as described in these policies and procedures.
  - iii. Managing a last resort process for complaints not satisfactorily concluded through VCC/ Procurement Services vendor complaint review process.
  - iv. Providing guidelines regarding the information and reporting requirements for Departments and Procurement Services.
  - v. Monitoring and reporting on VCC-wide VCRP activity and outcomes of complaint reviews.
  - vi. Implementing changes required to VCC procurement proficiencies and procedures and to procurement training methods and tools identified through the complaint review process.
- c. Vendors are expected to:
- i. Make reasonable efforts to review the complaint with Department or Procurement Services by contacting the entity and following their complaint review process.
  - ii. Provide all pertinent and required information related to a complaint.

### 3. Vendor Complaint Review - Process

- a. Departments and Procurement Services have primary responsibility for reviewing vendor complaints regarding their procurement processes. They must establish and administer a process for reviewing, recording, managing and reporting vendor complaints and must make the process known to vendors by posting it on a readily accessible VCC public website.
- b. The Executive Director, Finance & CFO must establish and administer a process that deals with complaints that have not been satisfactorily concluded by Departments or Procurement Services.
- c. Where a serious flaw in the procurement process has been detected, legal counsel will be requested to review any correspondence to be sent to a complainant, and as appropriate, take the lead in that regard.
- d. If a vendor submits a request for information related to procurement under the freedom of Information and protection of Privacy Act, the timeframes for the VCRP may be extended, due

to resource limitations, until after the FOI request is completed.

- e. The VCRP is not intended to detract from a vendor's access to legal resource. However, VCRP complaints will not generally be considered concurrently with a litigation process.
- f. No compensation will be awarded to a complainant under the VCRP.
- g. A decision of the Executive Director, Finance & CFO shall be the final determination on a complaint registered with the VCRP process.



## PROCUREMENT POLICY B.4.1

### APPENDIX D

#### Special Procurement Authorities

The following procurement activities are not subject to the competitive procurement terms of this Procurement Policy.

##### 1. Relevant Business Units

Any items purchased for resale including:

- That are sold in the normal course of business in the College's food outlets and bookstores, or
- That are sold in the normal course of business in Transportation Customer Service Shop or the Salon and Spa, or
- Through a VCC department to a student (such as student kits) registered in that department.

As these purchases are not for VCC's own account and are intended for resale to the public, NWPTA exception C.2(k) applies.

##### 2. International Agencies

Respecting VCC International and the engagement of agents for the College, mandated to locate and encourage the enrolment of foreign students at the College, the Vice President Administration and International Development may approve the appointment of agents providing the following program requirements have been fulfilled:

- The Chief Financial Officer has approved the application form used in the selection of agents and the agency agreement used to document the relationship of the agent and the College.
- The application form clearly identifies the corporate structure of the applicant, the shareholders of the applicant, corporate relationships maintained by the applicant or its shareholders respecting the potential agency services contemplated, and domestic and foreign references to demonstrate the applicant's history in the provision of similar agency services.
- The agency agreement has a term not exceeding three years and establishes how incremental service impacts are to be proven thus warranting the payment of agency fees.
- The College has verified and documented all foreign and domestic sources and relationships identified in the application form.
- Every agent so appointed has entered into the approved agency agreement with the VCC.
- The Vice President, Administration & International Development has provided the Chief Financial Officer with annual reports confirming all agency applications received and so approved, the amount and timing of incremental students/tuition fees generated by agent, and all related commissions.

As these purchases are for representational or promotional purposes outside of British Columbia, NWPTA exemption C.2 (c) applies.

3. Library

For library materials that are purchased where the amounts are immaterial to the purchases made for the bookstore.



## PROCUREMENT POLICY B.4.1

### APPENDIX E

#### Acronym List

BSA	BCNET Source supply arrangement
CETA	Canada-European Comprehensive Economic Trade Agreement
CFTA	Canadian Free Trade Agreement
CSA	Provincial corporate supply arrangement
CISA	Cross-institution supply arrangement
EOI	Expression of interest
FOI	Freedom of information
FOIPP	Pursuant to the <i>Freedom of Information and Protection of Privacy Act</i>
ITQ	Invitation to quote
ITT	Invitation to tender
MASH	For trade agreement purposes, municipalities, publicly funded post-secondary academic institutions and school boards, and health regions
MSO	Master standing offer
NOI	Notice of intent (to make a direct award of contract)
NRFP	Negotiated request for proposal
NWPTA	British Columbia – Alberta – Saskatchewan – Manitoba – <i>New West Partnership Trade Agreement</i>
PO	Purchase order
PPS	Privacy protection schedule
Province	Government of the Province of British Columbia
RFI	Request of information
RFP	Request for proposal
RFQ	Request for (statements of) qualifications
RFSO	Request for standing offer
TILMA	British Columbia – Alberta <i>Trade, Investment and Labour Mobility Agreement</i>
VCC	Vancouver Community College
VCRP	Vendor complaint review process



## APPENDIX D TRACKED DRAFT

### PROCEDURES

Policy No.	<b>B.4.1</b>
Title	<b>Procurement</b>
Approval Body	Board of Governors
Policy Sponsor	Vice President Administration and International Development
Last Revised/Replaces	May 1, 2011; March 18, 2013
Effective Date	<b>DRAFT: Nov 22, 2023</b>

### A. APPENDICES

Four appendices to the Freedom of Information and Protection of Privacy Act

#### **Part A: Procurement**

##### **1. Objectives**

~~The following objectives for VCC procurement activity for goods, services and construction are based on the principles of fair and open sector procurement: competition, demand aggregation, value for money, transparency and accountability.~~

1. ~~Acquisitions are managed consistent with VCC this policy and procedures provide detailed guidelines and requirements of provincial trade agreements for Procurement activities at VCC:~~
  - a) ~~VCC receives the best value for money spent on contracts.~~
  - b) ~~Vendors have fair access to information on procurement opportunities, processes and results.~~
  - c) ~~Acquisition and disposal opportunities are competed, wherever practical.~~
  - d) ~~VCC only engages in a competitive process with the full intent to award a contract at the end of that process.~~
  - e) ~~VCC is accountable for the results of its procurement decisions and the appropriateness of the processes followed.~~
  - f) ~~VCC's buying power is leveraged wherever practical through demand aggregation and the use of provincial corporate supply arrangements (CSAs), cross-institution supply arrangement (CISAs), lists of qualified suppliers and master standing offers (MSOs) identified by Procurement Services as available to VCC.~~
  - g) ~~The cost of procurement process, to both vendors and VCC, is appropriate in relation to the value, complexity and risk of each procurement.~~
  - h) ~~Assets surplus to the needs of VCC are disposed of in a coordinated way to maximize the dollar return to VCC, and to minimize the risk to the~~

environment.

This policy applies to VCC contracts (i.e. agreements to procure goods, services and construction) and to contract expenditures chargeable to VCC. The government of the Province of British Columbia, is a party to three trade related agreements governing contracting by public sector entities and other matters:

- a. The Canada-European Union Comprehensive Economic and Trade Agreement (CETA)
- b. Appendix B: Detailed Standards for the Procurement of Goods, Services and Construction
- Appendix C: Vendor Complaint Review, Public Postings, Trade Agreement (CETA)
- The federal provincial intergovernmental Canadian Free Trade Agreement (CFTA), The British Columbia-Alberta Trade, Investment and Labour Mobility Agreement (TILMA)
- The British Columbia-Alberta-Saskatchewan-Manitoba-New West Partnership Trade Agreement (NWPTA)
- a-c. These agreements, where noted, apply to the MASH sector that encompasses municipal, publicly funded post-secondary academic institutions and health authorities. For more information about how these apply to VCC's contracting, see section Compliance with Intergovernmental Trade Agreements, and Privacy
- d. Roles Appendix D: Special Procurement Authorities
- e. Appendix E: Acronym List

## **B. ROLES AND RESPONSIBILITIES**

This section defines key accountabilities and responsibilities of procurement functions by role.

### **i) Vice Presidents**

2. Vice Presidents are responsible for ~~the~~ procurement activities occurring within their departments:
  - a. Planning and fully documenting to established VCC standards, the process to acquire goods, services and construction.
  - b. Ensuring procurement processes are initiated only where spending authority and department budget are available.
  - c. Managing, with the support of Procurement Services, ~~managing~~ solicitation and contract award processes in a prudent and unbiased manner that fairly treats all potential vendors and bidders.
  - d. Using demand aggregation, and provincial CSAs, CISAs and Lists of Qualified Suppliers/MSOs identified by Procurement Services as available to VCC, for the procurement of goods and services to meet program requirements.
  - e. Ensuring that contracts for goods, services and construction are designed to provide the best value to VCC.
  - f. Ensuring that contracts for goods, services and construction are based upon the VCC General Services Agreement, the VCC General Goods Agreement or, where appropriate, upon other templates approved for use by Procurement Services.
  - g. Ensuring that all acquisitions and disposals are consistent/compliant with ~~policy~~ VCC policies and procedures, applicable legislation, and trade agreements.

- ~~i. — Ensuring compliance with this policy.~~
- h. ~~Vice Presidents have authority to commit~~Committing VCC to contracts procured in accordance with this policy, to the value set out in **B.4.1 Purchasing policy** Appendix A:- **Procurement Authority Limits.**

j) **Director, Procurement**

3. ~~The~~ Director, Procurement is responsible for:

- a. ~~Developing and revising VCC~~the procurement policy and procedures and providing official communications and interpretations of ~~this~~these documents.
  - ~~a.b.~~Providing support and advice on the procurement policy and procedures, including the development and management of a procurement training program.
  - ~~b.c.~~ Developing and revising ~~corporate~~procurement-related contract administration and providing official communications and interpretations.
  - ~~e.d.~~ Monitoring and reporting for compliance with this procurement policy.
  - ~~d.e.~~ Ensuring solicitation and contract award processes are managed in a prudent and unbiased manner that fairly treats all potential vendors and bidders.
  - ~~e.f.~~ Ensuring that procurement planning is undertaken as part of program/service/goods acquisition process and ~~must take steps to establish~~establishing a multi-disciplinary committee to plan and document the ~~planning~~ process for any procurement opportunity over \$75,000.
- ~~\$75,000.~~
- ~~i. — Providing support and advice on VCC procurement policy, including development and management of a procurement training curriculum.~~
  - ~~f.g.~~ Identifying provincial CSAs that will provide best value to VCC.
  - ~~g.h.~~ Identifying and initiating supply arrangements across other ~~provincial institutions (CSAs)~~provincial institutions with a view to achieving demand aggregation and best value to VCC.
  - ~~h.i.~~ Identifying opportunities for supply arrangements across VCC with a view to achieving demand aggregation and best value to VCC and to establish processes (including Lists of Qualified Suppliers and MSOs) to expedite smaller transactions that are repeated throughout the year.
  - ~~i.j.~~ Establishing and maintaining a centralized repository containing:
    - i. ~~A central file containing~~ full documentation of all procurement activities undertaken by VCC
    - ii. ~~A central file of~~ all procurement contracts entered into by VCC
    - iii. ~~A central file of~~ all approved waivers of competitive process recommended, including approval or disapproval of same
  - ~~j.k.~~ Establishing and maintaining on the VCC internal website, a location for the posting of detailed procurement procedures, supply arrangements, pro-forma documents and award decisions taken by VCC.

- ~~k.l.~~ Establishing and maintaining on the VCC public website, a location for the posting of award decisions taken by VCC.
- ~~l.m.~~ Establishing processes for the development and approval of procurement and contracting documents, which must include seeking the advice of VCC legal counsel, where appropriate. Ensuring legal review is documented.
- ~~m.n.~~ Establishing guidelines for the procurement of environmentally responsible products and services ~~(see article 3.k).~~
- ~~n.o.~~ Ensuring processes used by the Departments to acquire goods, services and construction are documented to VCC standards.
- ~~o.p.~~ Establishing and managing ~~policy for~~ a formal process for VCC vendor complaints ~~resolution process, including an internal escalating complaint resolution procedure.(refer to Appendix C.)~~
- ~~p.q.~~ Ensuring that contracts for goods, services and construction, are designed to provide the best value to VCC and are based upon the VCC General Services Agreement, the VCC General Goods Agreement, or upon other templates approved for use by Procurement Services.
- ~~q.r.~~ Ensuring that all VCC acquisitions and disposals are consistent with policy, applicable legislation and trade agreements.
- ~~r.s.~~ Disposing of all tangible and intangible assets that are surplus to VCC requirements.
- ~~s.t.~~ Providing a sole point of access to BC Bid<sup>®</sup>, the official procurement website of the provincial public sector, for VCC and coordination of all postings on that website on behalf of VCC.
- ~~t.u.~~ Ensuring approval to post is attained from the VCC Board of Governors (Board) for every posting above \$500,000 on BC Bid<sup>®</sup>.
- ~~u.v.~~ Providing operational procurement services advice to Departments ~~for procurement services~~.

~~Vice President, Administration and CFO~~

Executive Director, Finance & Chief Financial Officer (CFO)

4. ~~The Vice President, Administration and CFO~~ is responsible for:
  - a. Ensuring all procurements initiated with the approval of the Board are procured according to VCC policy, and that resulting contracts are fully negotiated and documented using VCC approved General Services Agreements or other contract templates approved for use by Procurement Services
  - b. Providing direction to the Director, Procurement respecting the development of procurement policies and presenting recommendations to the Board.
  - c. Approving the form and content of all procurement solicitation and contracting documents placed into standard usage at VCC.
  - d. Ensuring all contracts are fully negotiated and documented using VCC approved General Service Agreement, General Goods Agreement or other contract templates approved for

use by the Procurement Services.

- e. Approving every posting below \$500,000 made to BC Bid®.
- f. Ensuring legal review of procurement solicitation documents including contract templates and third party contract language where appropriate.
- g. Reviewing reports on approved waivers.
- h. Ensuring appropriate approvals are obtained to cover amendments to Contracts
- i. Ensuring that all approvals within the authority threshold of the Board are recorded accurately and in a sufficient level of detail in the minutes of the Board and are advised in writing to the Director, Procurement.
- j. ~~VP Administration and CFO has authority to commit~~ Committing VCC to contracts procured in accordance with this policy, to the value set out in ~~B.4.1 Purchasing policy~~ Appendix A: ~~Procurement Authority Limits~~.

**k) Board of Governors / Finance & Audit Committee**

- 5. ~~i. The Board of Governors of VCC~~ is responsible for the approval of all procurement policies recommended by the ~~VP Administration and~~ Executive Director, Finance & CFO.
  - a. ~~Approving or rejecting procurement plan/proposal as well as recommendation plans/proposals, and providing recommendations~~ to award a contract within Board thresholds. ~~if~~
  - a.b. ~~Directing the plan is approved the Board will direct the VP Administration and~~ CFO to initiate approved plans/proposals using the appropriate procurement ~~under VCC Policy strategy~~.
  - c. ~~The Board/Finance & Audit Committee has authority to commit~~ Committing VCC to contracts procured in accordance with this policy, to the value set out in ~~B.4.1 Purchasing policy~~ Appendix A: ~~.~~

**A.C. CORPORATE SUPPLY ARRANGEMENTS**

- 6. VCC's Procurement Services will identify and initiate provincial CSAs, CISAs, BCNETSource supply arrangements, and VCC supply channels where those arrangements would provide opportunities for demand aggregation and best value to VCC.
- 7. Departments must participate in supply channels identified or initiated by Procurement Services where those arrangements would provide best value to VCC.
- 8. ~~Consult Refer to~~ Appendix A ~~to this policy~~ for the specific procurement limits that apply when a corporate supply channel is not available.

**B.D. WAIVERS OF COMPETITIVE PROCESS**

- 9. Contracts for acquisitions (of goods, services, and construction) and disposals may be negotiated and directly awarded without competitive process where one or more of the following conditions ~~applies~~ apply:

- a. The contract is with a public body or a non-profit organization.
  - b. The Department can strictly prove that one and only one supplier is qualified, or is available to provide the goods, services or construction.
  - c. Where an unforeseeable situation of urgency exists and the goods, services or construction could not be obtained in time by means of open procurement procedures.
  - d. A competitive process would interfere with a VCC's ability to maintain security or order or to protect human, animal or plant life or health.
  - e. The acquisition is of a confidential or privileged nature and disclosure through an open bidding process could reasonably be expected to compromise VCC confidentiality, cause economic disruption or be contrary to the public interest.
  - f. The acquisition is primarily for resale.
10. In all cases, a Waiver of Competitive Process must be completed, recommended and approved, prior to VCC entering into a contract for provision of the goods, services, or construction.

~~1. The Detailed Purchasing Procedures, Section 5 provides additional guidance.~~

#### E. DUE DILIGENCE

11. Procurement planning must be undertaken as part of the program/service planning process.
12. Procurement Services must ensure that procurement planning is undertaken as part of program/service/goods acquisition process and must take steps to establish multi-disciplinary committees to plan and document the planning process for any procurement opportunities over \$75,000.
  - ~~i. Procurement Services should identify opportunities for~~ 13. Opportunities to initiate demand aggregation across provincial educational and government operations that provide overall savings to VCC, ~~and must make recommendations for their initiation should be recommended~~ to the Director, ~~Procurement~~.
13. ~~Departments~~Procurement~~Departments~~ must advise Procurement Services of their procurement plans and requirements for common goods, services and construction in advance of program needs.
14. Departments must participate in provincial CSAs, ~~cross-institution supply arrangements (CISAs), CISAs,~~ and VCC supply channels identified or initiated by Procurement Services where those arrangements would meet the requirements and provide best value to VCC.
15. ~~A-Departments~~ ~~requires~~require the ~~specific~~explicit approval of Procurement Services ~~to not to~~ participate in established supply arrangements where such arrangements are available.
16. Departments must review alternatives to acquiring new goods, services and construction such as considering repairs to existing assets and transfer of used assets.
17. Departments must have the appropriate authority and funding to complete a procurement project prior to soliciting proposals, awarding a contract, or contracting for any goods, services, or construction.

## **G.F. PREFERRED PROCUREMENT PROCESSES AND INSTRUMENTS**

### 18. Procurement of Services

- a. ~~Generally,~~ A negotiated request for proposal (NRFP) is the preferred method for soliciting proposals ~~for services~~. Notifications of such solicitations will be posted on the provincial government's BC Bid® website. ~~Typically,~~ Proponents shall typically have three or four weeks to submit proposals. A request for proposal (RFP) can be used where appropriate and approved by Procurement Services.
- b. The responses received by closing time will ~~then~~ be ~~carefully~~ evaluated in accordance with ~~both~~ the previously disclosed financial and non-financial criteria and weights to produce a ranking.
- c. Proposals not meeting stated mandatory criteria will be rejected as soon as they are found materially non-compliant.
- d. Negotiations will proceed with the top-ranked proponent on a services agreement drawn up by applying a VCC approved General Service Agreement or based upon an alternative contract template approved by Procurement Services and VCC's legal counsel.

### 19. Procurement of Goods

- a. Where the attributes of goods to be acquired can be specified, an invitation to quote (ITQ) will be issued and a notification posted on the BC Bid® website. Responses submitted by closing time will be evaluated in terms of:
  - i. compliance with stated requirements; and
  - ii. lowest price.
- b. ~~VCC Negotiations with the qualified respondent that submitted the lowest price will then submit~~ proceed on a goods agreement drawn up by applying a VCC approved General Goods Agreement or alternatively a purchase order will be submitted to the respondent ~~that submitted the lowest price, qualified response as a form of contract.~~ The contract between VCC and the supplier is formed by acceptance of the purchase order or signing of the General Goods Agreement.

### 20. Procurement of Construction

- a. Typically, each jurisdiction has an established custom of trade for its construction industry. Larger projects are put to tender with documents and drawings being made available at a central place known to general contractors. The form of solicitation on larger construction projects will be an invitation to tender (ITT). Bids are received and responses are ranked by price. Responses are then submitted to technical consultants for further evaluation. Price will be the main consideration but may be eclipsed by other factors providing the ITT was specific enough as to those additional criteria.
- b. Resulting contracts will be industry specific owing to needs to address construction related requirements like bonding, builder's risk insurance and liens.
- c. For smaller, less complex and lower value acquisitions of building and grounds maintenance services, ITTs, NRFPs, or RFPs may be employed with the approval of Procurement Services.

## 21. Other Processes and Instruments

- a. For specialized procurement needs, there is a toolbox of instruments that includes ~~negotiated request for proposals (NRFP), request for proposals (RFPs), NRFP, RFPs,~~ master standing offers (MSOs), requests for statement of qualifications (RFQs), request for information (RFIs) and requests for expression of interest (EOI). These tools may be used only upon the recommendation of VCC's Procurement Services.

### D.G. CONFLICT OF INTEREST

22. To ensure transparency and equitability in the completion of all procurements, ~~staff (including employees and any Board members member(s))~~ involved in the procurement process or the award decision must strictly adhere to VCC's Standards of Employee Conduct & Conflict of Interest Policy (A.3.6) or Board Conduct Bylaw G.1.0

~~decision) must strictly adhere to VCC's Standards of Employee Conduct & Conflict of Interest Policy (A.3.6).~~

23. An employee or Board member must not participate in the evaluation of responses to a procurement if any respondent could involve a direct relative, a person married to a direct relative, or a person sharing the same household as the employee, or respondent where the potential evaluator holds a shareholding or a financial interest. A direct relative means a spouse, parent, grandparent, grandchild, sibling or child~~brother, sister, son, or daughter.~~

- a. Each evaluator is required to provide to the Chair of the Evaluation Committee a declaration that conflict does not exist at the point the identity of the respondents becomes known to the evaluator.

- b. The signed declarations of conflict must be appropriately filed.

24. An employee or Board member must not participate in a contracting decision if the contracting process or contract could involve a direct relative, a person married to a direct relative, or a person sharing the same household as the employee.

25. An employee or Board member, who is exposed to an actual, perceived or potential conflict of interest in relation to an actual or proposed solicitation, must disclose the matter to their supervisor and the contract manager.

~~conflict of interest in relation to an actual or proposed solicitation, must disclose the matter to his or her supervisor and the contract manager.~~

- a. If, after review, it is determined that there is a conflict, the supervisor must remove the employee from this particular situation.
- b. The supervisor must advise Procurement Services of the issue of potential conflict at the time it is raised as a concern, and of the resolution of the issue once that determination is made.

26. An employee or Board member who fails to disclose a conflict of interest is subject to disciplinary action up to and including dismissal or removal from the Board. Any suspected conflicts of interest must be investigated by a VCC manager who is free of any real or perceived conflict and thereafter promptly resolved.

27. ~~In this regard, staff~~Employees or Board members involved in any capacity with the procurement of goods, service, or construction, or in the management of contracts for the provision of goods,

services, or construction may not accept any gifts, special favours, or considerations of any other manner, from potential respondents to procurement opportunities, contractors/suppliers, or individuals associated with contracts/suppliers, unless such gifts are approved in advance by the President.

28. This policy directive applies irrespective of the dollar value of such gift, special favour, or other consideration.

#### **E.H. INTERNAL PROVISION VS. PROCUREMENT SUPPLY OPTIONS**

29. Where the outsourcing of an internally provided service is being considered, or where VCC is considering a service that was not previously provided by VCC, and the contract for ongoing services over the anticipated term and extensions is greater than \$200,000 before taking any steps to find a contractor, a Department must ensure that a benefit-cost justification exists for the contract, including, where appropriate, comparing the cost of contracting out with the cost of providing the service in-house if the in-house resources are readily available.
30. The benefit-cost assessment should address risks of reliance on external parties, contract succession challenges and vendor relationship management issues over the term of the contract.
31. Contract outcomes must be defined; and the contract must be consistent with policy, applicable legislation, and trade and collective agreements.

#### **F.I. CONTRACT AWARD, MANAGEMENT AND EXTENSION**

32. Where a contract for the continuation of a service is to be awarded (that is not the result of exercising an option to renew) and the requirements have not changed from those provided under the initial contract, the Department may rely upon the original benefit-cost justification if it is still relevant. The Vice President responsible for the Department may request an update to the original justification where the business situation warrants.
33. A contract must not result in the contractor occupying on an ongoing basis, an organizational position, or take the place of work normally conducted or acquired by a central support function within VCC. ~~In addition, a contract must not result in the~~
34. ~~A contract must not result in the~~ establishment of an employer/employee relationship. Every contractor engaged by the VCC must be independent and operating at arm's length from VCC.
35. ~~Departments and staff~~Employees must not divulge any information that could impair the negotiating position of the VCC or that could benefit the competitive position of one contractor at the expense of another.

#### **J. PUBLIC POSTING – BID OPPORTUNITIES, AMENDMENTS AND NOTICE OF CONTRACT AWARDS**

36. Where VCC policy or applicable intergovernmental trade agreements require the advertisement of an opportunity that notice must be posted on the BC Bid® website. Procurement Services is the sole agent of VCC authorized to post opportunities and solicitation amendments on BC Bid®.
37. If a solicitation is found to have a material omission or error, prospective proponents must be notified by way of an amendment posted on the BC Bid® website. If any such change amendment should fall less than five days before responses are due, the closing time should be extended to provide respondents reasonable time to consider any such change and to revise

their submissions.

38. Procurement Services must post all award decisions taken by VCC to a location on the VCC public website established and maintained for that purpose.

#### **K. INTERGOVERNMENTAL TRADE AGREEMENTS**

39. VCC is part of the “MASH sector” that includes municipalities, publicly funded post-secondary academic institutions and school boards, and health regions. As a member of the provincial public sector, broadly defined, it must therefore comply with three intergovernmental trade agreements:

The federal-provincial intergovernmental *Canadian Free Trade Agreement (CFTA)*. Annex 504.3 extends the CFTA to acquisitions by MASH sector with the following expected full-term contract values:

- a. \$121,200 or more for goods or services excluding construction; and
- b. \$302,900 or more for construction.

The British Columbia-Alberta *Trade, Investment and Labour Mobility Agreement (TILMA)*. TILMA applies to MASH sector acquisitions with expected full-term contract values of:

- a. \$75,000 or more for goods;
- b. \$75,000 or more for services; and
- c. \$200,000 or more for construction.

Exceptions to TILMA are listed in Part V of the agreement.

British Columbia-Alberta-Saskatchewan-Manitoba *New West Partnership Trade Agreement (NWPTA)* supplements TILMA. The NWPTA applies to MASH sector acquisitions with expected full-term contract values of:

- a. \$75,000 or more for goods;
- b. \$75,000 or more for services; and
- c. \$200,000 or more for construction.

Exceptions of the NWPTA are listed on Part V of the agreement.

#### **G.L. CONTRACTOR SUPPORT BY VCC**

36-40. Where funding is provided to the contractor to acquire assets the contract must identify the assets and the funding provided for the purpose of acquiring the assets. The contract must also state who owns the assets that are provided to a contractor by VCC; the assets created as a result of the contracted services; or the assets that are purchased by the contractor with funds provided by VCC.

37-41. The contract must also state who is responsible for the maintenance of the asset during the period of the contract and the disposition of the assets at the termination of the contract. The specific and prior approval of the ~~VP Administration and CFO~~ Executive Director, Finance & CFO is required before VCC enters into any situation where it funds the Contractor acquisition of an asset.

38-42. Where VCC is willing to provide services to a contractor (e.g., office accommodation or computer networking services), this must be disclosed to all prospective respondents to a

solicitation and offered in a non-discriminatory manner.

~~39-43.~~ Departments and Procurement Services must not bestow a favour on, or grant preferential treatment to, any prospective contractor.

### ~~H) Strategic Partnership Agreements~~

## **M. STRATEGIC PARTNERSHIP AGREEMENTS**

~~40-44.~~ VCC may enter into a Strategic Partnership contract, agreement or alliance with external organizations. ~~A Strategic Partnership agreement is a contractual arrangement between VCC and external entity that sets out an agreed upon exchange of cash, goods and/or services that have a direct measurable mutual benefit including cash donation, product or service in kind and promotional item to VCC and the external organization.~~ A department may ~~recommend to Purchasing~~ request that Procurement Services ~~to~~ negotiate a strategic partnership with an external entity if the following conditions ~~exist~~ are met:

- a. The request ~~must be~~ is consistent with the ~~goals~~ vision and ~~vision~~ values as articulated in the VCC strategic plan; ~~and~~
  - ~~The request must be backed~~ is supported by a comprehensive cost benefit analysis ~~outlining the potential costs and benefits to VCC~~
- b. ~~The Director, Procurement Services upon review that has been reviewed and recommended by appropriate key areas of the initial request will recommend to VP, Administration and CFO to approve or reject the request to enter into a strategic partnership agreement~~ College; ~~and.~~
- c. ~~The~~ Any good or services the agreement will cover is exempt from the competitive process, for example, acquisitions primarily for resale ~~and/or~~
- d. ~~(and the VCC Foundation strategic plan)~~ As a condition of funding from an external source, VCC is required to leverage funding or support from other external sources to maximize benefits to students and VCC.

~~45. The Director, Procurement Services will review initial requests for strategic partnership agreements and will recommend to Executive Director, Finance & CFO to approve or reject the request.~~

~~46. Procurement Services will advise College Advancement of potential strategic partnership opportunities.~~

## **H.N. SUPPLIER DONATIONS**

~~41-47.~~ To ensure transparency and fairness of the procurement process, procurement decisions and activities except for Strategic Partnership Agreements must not be mixed up or tied to solicitation of supplier donations.

~~42-48.~~ Discussions with potential donors including contractors pertaining to donations or support for VCC activities and undertakings must be conducted only through the VCC Marketing Department ~~and/or~~ VCC Foundation.

**I.O. SUPPLIER SAMPLES**

~~43-49.~~ Budget ~~Managers~~Officers may accept product samples from suppliers providing only if samples are:

- ~~a.~~ Samples are delivered under Strategic Partnership ~~Agreement and Agreements;~~
- ~~a-b.~~ provided as a donation gift-in-kind through the VCC Foundation ~~(schedule g and h);~~
- ~~b-c.~~ The samples were not solicited in any manner from the supplier; or
- ~~d.~~ The Used for educational evaluation purposes as follows

- Samples are either:

- i. distributed equitably to ~~a representative sample of~~ students enrolled in the course for student evaluation, or
- ii. ~~entirely~~Samples are used in the preparation for or delivery of course content, where the product evaluation will be undertaken, ~~and.~~

The quantity of samples ~~is~~must be reasonable in relation to the evaluation to be conducted ~~on the samples.~~

**J.P. FORMER EMPLOYEES OF VCC**

~~44-50.~~ An employee who has received a severance payment on termination of employment must repay all or portion of the lump sum payment if remuneration is received from a contract with VCC within the severance settlement period.

~~45-51.~~ VCC shall hold former employees to their common law duty to maintain the confidentiality of information to which they had access while employed by VCC. VCC employees who have reason to believe that a former employee may have breached that duty must immediately ~~so~~ report to the ~~Vice President, Administration and~~Executive Director, Finance & CFO without fear of reprisal or retaliation.

**K.Q. ENVIRONMENTAL RESPONSIBILITY**

~~46-52.~~ Departments must follow ~~guidelines~~the Green Purchasing Guidelines (available on myVCC) established by Procurement Services respecting the procurement of environmentally responsible products and services.

~~47-53.~~ Where VCC environmental policies exist and apply to the acquisition of goods or services ~~being acquired~~, those policies should be reflected in the evaluation criteria; ~~The~~ general provisions of the procurement policy requiring open competition and value for money will continue to apply. ~~(see guidelines for Green Purchasing at~~ [http://employee.vcc.ca/departments/operational/procurement\\_services/procurement\\_policies](http://employee.vcc.ca/departments/operational/procurement_services/procurement_policies))

~~m)~~ **Royalty Agreements**

**L**

~~48.~~ VCC may enter into a Royalty Agreement to access intellectual property for use in delivery of programs and other educational activities of VCC.

- a. ~~Where VCC encourages a member of the VCC Faculty Association to develop intellectual property, under the terms of the Common Agreement, VCC should ensure the faculty member is released from usual duties to ensure the copyright in the resulting work products is owned by VCC.~~

49. ~~The Vice President, Administration and CFO will:~~

- a. ~~Establish a standard royalty rate payable in respect of a work product,~~
- b. ~~Establish a standard basis of sharing the royalty where more than one author contributes to the development of the original work product, or to future updates to the work product,~~
- c. ~~Establish the standard form of Royalty Agreement that will be used by VCC, which shall provide for:~~
  - i. ~~The assignment of all intellectual property rights (including copyright) to VCC.~~
  - ii. ~~A waiving of all moral rights in favour of VCC,~~
  - iii. ~~An indemnity for infringement,~~
  - iv. ~~VCC to hold editorial influence over the authoring process and the timing of delivery of materials, future editions, etc., and~~
  - v. ~~The right to assign the agreement to another publisher.~~

## **R. STANDARD DOCUMENTS**

54. VCC has established standard documents and templates that must be used for all procurement processes and contracts, unless Procurement Services develops and approves the use of an alternate document to meet a specific business requirement.

55. Appropriate documents will be applied under the guidance of Procurement Services, any by employees authorized to initiate a procurement process.

56. Internal controls have been established over change control to verify the integrity of the fixed schedules to the General Services Agreement With controlled access in place, VCC may incorporate the fixed schedules into the General Services Agreement by reference.

57. All documents and templates are available on VCC's internal website myVCC.

## **S. TRAINING AIDS**

58. Training aids are available on VCC's internal website myVCC.

## **RELATED POLICY**

Refer to B.4.1 Purchasing Policy.

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## APPENDIX A: PROCUREMENT AUTHORITY LIMITS

### DIRECTORS, VICE PRESIDENTS, CHIEF FINANCIAL OFFICER, AND THE PRESIDENT

Subject to policy directives, Directors/Deans, Vice Presidents, ~~VP Administration and CFO~~ the Chief Financial Officer, and the President holding budget and spending authority for the expected amount of the procurement opportunity may:

- a. Recommend to Procurement Services to contract with an individual or a group of associated contractors, for goods, services or construction with an expected value of not more than \$25,000 per procurement opportunity, without a competitive process. The Director, Procurement Services has the authority to decline or approve the Recommendation. ~~Directors/Deans and~~ Executive Directors, Vice Presidents, and the Executive Director, Finance and CFO are not permitted to contract directly on behalf of VCC.
- b. Direct the Director, Procurement Services ~~may direct that to initiate~~ a procurement opportunity or supply arrangement, with an estimated value of:
  - i. Less than \$25,000 be competed to the extent reasonable and cost effective
  - ii. An estimated value from \$25,000 up to \$75,000 is awarded using a competitive process that is appropriate to the value, complexity and profile of the business opportunity. Such opportunities can be posted on BC Bid or at least three quotes must be obtained
- c. Initiate a procurement process, and upon the completion of such process, contract for goods, services, or construction with expected values as follows:
  - i. Directors/Deans: goods, services, and construction to a maximum of \$75,000
  - ii. Vice Presidents: goods, services, or construction to a maximum of \$200,000
  - iii. President or the ~~VP Administration~~ Executive Director, Finance and CFO: goods, services, and construction to a maximum of \$500,000
- d. Acquire goods, services or construction through provincial CSAs, CISA, BCNETSource supply arrangements or VCC supply arrangements identified or initiated by Procurement Services, within the limits and the processes set out in the arrangement.

### FINANCE & AUDIT COMMITTEE

~~Subject to policy directives, the VP Administration and CFO~~ The Chief Financial Officer may present a proposal for VCC to initiate procurement in respect of goods, services or construction with an expected value of more than \$500,000 to the Finance & Audit Committee.

Where the expected value of the opportunity is between \$500,000 and \$1,000,000, the Finance & Audit Committee may:

- a. Approve the planned procurement solicitation proposal and direct the ~~VP Administration and CFO~~ Chief Financial Officer to initiate the appropriate procurement solicitation ~~under VCC policy~~.

- b. Reject the planned procurement solicitation proposal.
- c. Approve the procurement award recommendation and direct the ~~VP Administration and CFO~~ Chief Financial Officer to initiate the appropriate contract ~~under VCC policy~~.
- d. Reject the procurement award recommendation ~~within VCC policy~~.

#### **BOARD OF GOVERNORS**

Where the expected value is in excess of \$1,000,000, the Finance & Audit Committee will review the proposal and pass the proposal on to the Board with recommendation to approve or reject. Upon receipt of the proposal and recommendation of the Finance & Audit Committee, the Board may either:

- a. Approve the proposal and direct the ~~VP Administration and CFO~~ Chief Financial Officer to initiate the procurement process appropriate ~~under VCC policy~~. The Board will approve the resulting award recommendation and contract.
  - b. Reject the proposal.
-

## APPENDIX B: Detailed Standards for the Procurement of Goods, Services and Construction

### Pre-award and Solicitation

#### **1. All Procurement**

- a. Departments upon putting in requisition for procurement must assist Procurement Services ~~staff~~employees by providing detailed specification on what is needed, and by evaluating bids and proposals, as required.
- b. Procurement Services must control the advertising of procurement processes and the solicitation of quotes and proposals.
- c. VCC must follow procurement or solicitation methods that are currently available through a CSA, CISA, List of Qualified Suppliers/MSO or VCC supply channel identified or initiated by Procurement Services as discussed in section 3.a.v.
- d. Procurement Services must publish and maintain up to date a list of available CSAs, CISAs, List of Qualified Suppliers/MSOs and VCC supply arrangements.
- e. Departments may recommend to Procurement Services to directly acquire goods and services when an unforeseen emergency exists. Emergency purchase orders must only be used to meet unforeseeable emergencies (~~see article 5.a.i.~~). Emergency purchase orders must be supported by a Waiver of Competitive Process, which must be approved by the Procurement Services prior to the purchase commitment being made. The Waiver is then to be filed centrally with the Procurement Services as part of the Procurement file and Waiver file.
- f. VCC must use the standard VCC formats for solicitation documents (e.g., ITT, NRFP, RFP, RFQ, ITQ, RFSO) available from the Procurement Services. Departments must obtain the approval of Procurement Services and legal where appropriate for any changes to the standard formats. Only current versions of the solicitation documents may be used.
- g. When subdivision of a major project into two or more component parts occurs, the Terms of Reference, Business Case, and solicitation document for each component part must clearly disclose the potential combined scope of the project. Approval for the expenditure must be sought on the combined value of all contracts issued for the components of a subdivided project.
- h. All standard competitive processes (i.e., ITT, NRFP, RFP, ITQ, RFSO) must provide identical information for potential bidders or proponents to the solicitation, to fairly and equally base their response.
- i. The permitted response time to a solicitation must be sufficient to allow all potential proponents to have a reasonable opportunity to compete, taking into account the time required to disseminate information, the complexity of the procurement, and the time required to prepare an appropriate response.
- j. Objective selection criteria for the awarding of a contract must be established prior to receiving bids and proposals and must be consistent with those specified in the solicitation documents. Selection procedures and timelines must not limit anyone from competing.
- k. Departments and the Procurement Services must be alert to the potential ~~forbid~~forbid rigging, and report any suspicious bidding patterns.

- l. An expired contract must not be retroactively extended. When a contract expires and the original deliverables have not been fully met, one subsequent new contract may be considered in order to complete the work. The approval of the new contract should include consideration of the evaluation of the first contract (see section *Evaluation, Monitoring and Reporting*).
  - No additional procurement process is required where the new contract covers only the balance of the original deliverables that were not fully met under the original contract, ~~and~~.
- m. Projects or services opportunities cannot be subdivided to avoid requirements of policy or trade agreements.
- n. To establish a pre-qualified supplier list, including a CISA, a process must be undertaken which uses the standard Request for Qualification template, unless an alternate form is approved by Procurement Services. The process is to include an evaluation of the responses to the identified pre-qualification requirements to determine which respondents will be placed on the list of pre-qualified suppliers.
- o. The method for selection of a contractor from the pre-qualification list must be specified in the RFQ document and this selection method must be followed,
  - i. For opportunities valued at less than \$25,000, the next available contractor on the pre-qualified list (selected in established rotation) will be offered the opportunity. The Procurement Services must retain a record of all such offers to evidence that opportunities were offered in rotation.
  - ii. For opportunities valued between \$25,000 and the limits set by intergovernmental trade agreements, the next three contractors of the pre-qualified list will be offered the opportunity to provide a brief written proposal or quotation.
  - iii. As required in accordance with the applicable terms of the CFTA, TILMA and NWPTA intergovernmental trade agreements, if the expected contract value is over the goods, services or construction threshold (see section *Compliance with Intergovernmental Trade Agreements*), the contractor must be selected through a competitive process open to all suppliers on the pre-qualification list that meet the criteria for a specific project (e.g., specialization). The evaluation shall include assessments of each supplier's proposed approach, pricing, and other elements as identified and documented in the solicitation.
- p. Opportunities to be registered on a pre-qualification list must be provided either continuously or at regular intervals. The period for which a pre-qualification list will be valid must be specified in the RFQ document.
- q. If the requirement for goods, services or construction falls within the provisions of the CFTA, TILMA or NWPTA, the process to identify pre-qualified suppliers of goods, services and construction opportunities which may be over the associated threshold (see section *Compliance with Intergovernmental Trade Agreements*) must be advertised annually on the BC Bid® website.
- r. Where VCC policy requires that a procurement process be advertised on BC Bid®, the prior approval of any and all such advertisements on BC Bid® must be provided in writing by the ~~Vice President, Administration and~~ Executive Director, Finance & CFO.

The request for approval to post must be submitted to the ~~Vice President, Administration and Executive Director, Finance &~~ CFO by Procurement Services and must include a certification that:

- i. The form of the posting is based upon a VCC approved template document and is compliant with VCC policy, and
- ii. The business information reflected in the posting has been approved by the relevant VCC business unit.
- iii. The approval to post must be retained in the procurement file.

## 2. Procurement of Goods

- a. Requests for goods valued over \$25,000 that cannot be met through provincial CSAs, CISAs or VCC supply channels identified or initiated by Procurement Services must be directed to Procurement Services and acquired through an ~~approved~~competitive~~approved~~ competitive process.
- b. Where the Department's requirements can be met through a provincial CSAs, CISAs or VCC supply channels identified or initiated by Procurement Services, goods must be purchased through that arrangement.
- c. Unless the conditions for direct awarding apply (see section *Direct Awards*), all acquisitions and processes to select pre-qualified bidders with an estimated value of:
  - i. Between \$25,000 and \$50,000 must be competed through a process to solicit proposals or quotation from not less than three qualified suppliers, and
  - ii. Those greater than \$50,000 must be competed through a formal procurement process advertised on BC Bid® (see section *Public Posting of - Bid Opportunities, Amendments and Notices* ~~of Contract Awards~~ Notice of Contract Awards).
- d. When a contract for goods valued at \$25,000 or more is intended to be awarded on the basis that there is only one vendor that can provide the goods required, but this cannot be strictly proven as required in subsection concerning waivers of the competitive process, a Notice of Intent must be posted on BC Bid®.
  - i. All objections received by the indicated response date must be reviewed and if any are substantiated a competitive process must be undertaken. If no objections are received, or the objections received are not submitted, a direct award may be made.
- e. A Notice of Intent is not required if it is clearly determined that a direct award meets one or more of the exceptions specified in subsection permitting waivers of a competitive processes under extraordinary circumstances.

## 3. Procurement of Used Goods at Auction

- a. VCC may acquire used equipment, to be utilized as teaching aids ~~by the Transportation Programs~~, through an auction; all new equipment must be acquired under standard VCC procurement policy.
- b. An eligible auction house must:
  - i. Where the subject asset can be accessed through a government- managed auction, that government auction is the only eligible auction that may be utilized by VCC

- (e.g., ICBC's auction of automobiles with body damage, which would be government to government exempt transaction).
- ii. Advertise the assets to be auctioned broadly giving adequate notice to the public.
  - iii. Offer in advance of any purchases, settlement terms acceptable to the Finance Department including at a minimum a 7-day settlement period.
- c. VCC procurement policy will apply for the selection of an auction house and will be considered in respect of the anticipated commission amount payable to the auction house.
  - d. The Dean/Director of ~~the program~~ area must approve in writing the bid limit for the proposed transaction and the delegation of authority to bid.
    - i. The Department must develop and present to the Dean/Director for approval, a business case justifying the bid limit, providing information including:
      - Defined need for the equipment, setting type and condition,
      - Results of a physical inspection of the subject piece of equipment to confirm state and appropriateness to the purpose.
      - Review of available auction sale information from historic transactions to determine the indication of market value for the piece of equipment, and
      - Recommendation of bid limit.

#### 4. Procurement of Services and Construction

- a. Requests for services valued over \$25,000 that cannot be met through provincial CSAs, CISA, or VCC supply arrangements identified or initiated by Procurement Services must be directed to Procurement Services and acquired through an approved competitive process.
- b. Where the Department's requirements can be met through provincial CSAs, CISA or VCC supply arrangements identified or initiated by Procurement Services, goods must be purchased through that arrangement.
- c. Unless the conditions for direct awarding apply (see section *Direct Awards*), any service opportunity or process to select pre-qualified bidders, or supply arrangement for the supply of services with an estimated value of:
  - i. between \$25,000 and \$50,000 must be competed through a process to solicit proposals or quotations from not less than three qualified suppliers, and
  - ii. Those greater than \$50,000 must be competed through a formal procurement process advertised on BC Bid® (see section *Public Posting of Bid Opportunities, Amendments and Notices/Notice of Contract Awards*)
- d. The Director, Procurement may direct that a procurement opportunity or supply arrangement, with an estimated value from:
  - i. \$25000 up to \$75,000 be awarded using a competitive process that is appropriate to the value, complexity and profile of the business opportunity. Such opportunities can be posted on BC Bid or at least three quotes must be obtained
- e. When a contract for services valued at \$50,000 or more is intended to be awarded on the basis that there is only one vendor that can provide the services required, but this cannot be strictly proven as required in subsection concerning waivers of the competitive process,

- a Notice of Intent must be posted on BC Bid®.
- i. All objections received by the indicated response date must be reviewed and if any are substantiated a competitive process must be undertaken. If no objections are received, or the objections received are not submitted, a direct award may be made.
  - ii. ~~via~~ Notice of Intent is not required if it is clearly determined that a direct award meets one or more of the exceptions specified in subsection permitting waivers of a competitive processes under extraordinary circumstances.

### Contract Award – All Procurement

#### 5. Direct Awards

- a. Contracts for acquisitions (of goods, services and construction) and disposals may be negotiated and directly awarded without competitive process where one of the following exceptional conditions demonstrably and unequivocally applies:
  - i. The contract is with a public body or non-profit organization.
  - ii. The department can strictly prove that one and only one supplier is qualified or is available, to provide the goods, services or construction.
  - iii. An unforeseeable situation of urgency exists and the goods, services or construction could not be obtained in time by means of open procurement procedures.
  - iv. A competitive process would interfere with a VCC's ability to maintain security or order to protect human, animal or plant life or health.
  - v. The acquisition is of a confidential or privileged nature and disclosure through an open bidding process could reasonably be expected to compromise VCC confidentiality, cause economic disruption or be contrary to the public interest.

#### 6. Procurement Files, Contract Files, and Waiver File

- a. Procurement Services shall be the office of record for all procurement ~~and contract and~~ contract information maintained by VCC.
- b. The Director, Procurement shall maintain a Procurement Process Review Checklist File Guide, listing all documents required to be kept on file for each ~~stage of the procurement process~~ contract.
- c. For every direct award, ~~the Director,~~ Procurement Services, prior to the grant of the direct award, must:
  - i. Fully document the waiver of competitive process setting out the rationale or the circumstances that supports the use of one or more of the above exceptions,
  - ii. Obtain approval of the Department representative holding spending authority as to the accuracy and completeness of the facts declared in support of the waiver,
  - iii. Approvals:
    - for proposed waivers ~~<\$75>~~ \$500,000 obtain the approval of the ~~Dean or Director~~ Board Finance and Audit Committee

- ~~for proposed waivers > \$75,000 obtain the approval of the VP Administration and CFO~~
  - ~~for proposed waivers > \$500,000 1 million~~ obtain the approval of the Board ~~Finance and Audit Committee of Governors~~
- iv. Appeals must be forwarded to the ~~VP Administration and~~Executive Director, Finance & CFO for resolution.
- v. File the approved waiver of competitive process in the appropriate files
- vi. Report all approved waivers of competitive process approved to the ~~Vice President, Administration and CFO~~Executive Director, Finance & Chief Financial Officer.

## 7. Selection and Award of Contract

- a. VCC will award contracts on the basis of the criteria and relative scoring weights set forth in solicitation documents.
- b. For each procurement action containing an evaluation process (NRFPS, RFPs and RFQs), the Director, Procurement will create an Evaluation Committee responsible for the management of the evaluation of proposals and responses received.
- c. The Chair of the Evaluation Committee will ensure:
  - i. A detailed evaluation framework is developed and approved by the Department soliciting the goods, services or construction (ideally before the solicitation is posted on BC Bid®) prior to the closing of the solicitation and the receipt of proposals and responses.
  - ii. The detailed evaluation framework ~~is to include~~includes the rationale for the ranking of all proponents and the method by which final scores were determined.<sup>7.</sup>
  - iii. Department ~~staff~~employees are placed on the evaluation committee and participate in the evaluation process from beginning to end to select the successful contractor.
  - iv. That before the evaluation committee considers a bid or proposal, the bid or proposal meets all mandatory requirements specified in the solicitation documents. If a response is found to be non-compliant, it must immediately be set aside and any further consideration withheld.
  - v. At the first meeting of the evaluation committee, the identity of all bidders or proponents meeting all mandatory requirements is disclosed to the members of the evaluation committee.
  - vi. Prior to receiving copies of bids, proposals or other confidential information, each member of the evaluation committee ~~must sign~~signs a declaration of Conflict of Interest, confirming the member, under the terms of the VCC Conflict of Interest policy, is not in conflict. Signed declarations of Conflict of Interest must be retained in the Procurement File. (see article 3.c).ii.:
  - vii. ~~Signed declarations of Conflict of Interest must be retained in the Procurement File.~~The final decision of the evaluation committee to award evaluation points is reached by consensus and is documented showing:
    - How the evaluation template was applied consistently to each proponent and

- The consensus score awarded by the evaluation and selection process must be followed as stated to determine the successful proponent.
- d. In the case of ITTs and ITQs, contracts must be awarded to the lowest-priced qualified bidder meeting the terms and conditions of the solicitation document.
- e. In the case of an RFP, the contract must be awarded to the proponent whose proposal meets all mandatory proposal requirements and achieves the highest overall rating of all evaluation criteria specified in the solicitation documents and based on the relative scoring weights disclosed in the solicitation.
- f. Department ~~staffemployees~~ must not do or say anything to create an oral or written agreement on behalf of the VCC prior to a selection and decision to award a contract.
- g. Multi-year contracts are permitted when the stability of the longer time frame supports better value to VCC. However, they must not be established through ongoing amendments and extensions of standard term contracts, unless the extensions were planned and included as part of a competitive process.
- h. Departments and Procurement Services should include due diligence inquiries covering, as appropriate in the situation, contractor history, financial ~~andoperatingandoperating~~ viability, and ownership as part of the information requested and evaluated during NRFP, RFP and RFQ processes, Business reference checks should be requested where appropriate.

#### **8. Processing of Responses and Follow-up**

- a. A written confirmation must be sent to the contractor who was successful on a solicitation. Unsuccessful respondents to an NRFP or RFP must be notified and offered the opportunity for a debriefing on their proposal.
- b. Debriefings shall address the response submitted by the debriefed supplier in relation to published evaluation criteria. Details of other responses, including specific scores, must not be disclosed. Detailed minutes of these meetings should not be maintained. The Chair of the Evaluation Committee should ensure that all requirements of FIOPPA were met during these meetings.
- c. Unsuccessful bidders on an ITQ or ITT must be notified of the winning bidder.
- d. VCC award decisions shall be posted on the VCC public website in the manner directed by the Director, Procurement.

#### **9. Pricing**

- a. Every contract must have a firm contract ceiling price, exclusive of taxes. Where a firm contract ceiling price is not possible, a unit price must be predetermined, and VCC must have control over the number of units of service that are delivered within each phase of the contract.
- b. Fixed price contracts are permitted for service contracts, if the scope of the work can be clearly defined in advance.

#### **10. Procurement Administration**

- a. Procurement Services is the department of record and must maintain a procurement file and a contract file, to VCC standard, containing adequate contract documentation for all phases of the procurement process, including planning, solicitation, evaluation, award,

- management, amendments, payment schedules, progress reports and contract evaluations. ~~(See section 5.b)~~
- i. The standard procurement file and the standard contract file may be stored in electronic form, providing original signed copies of active contracts and modifications are also maintained on site.
  - ii. Departments should access the electronic version of the documents in the standard procurement file or the standard contract file and may make and hold printed copies of such documents, as required.
- b. Contracts must be in writing and signed and delivered by all parties prior to the commencement of the work or service (or, in the case of an emergency, as soon as possible thereafter).
- i. Procurement Services must receive written confirmation from the ~~VP Administration and~~ Executive Director, Finance & CFO confirming Board approval, before any contract greater than \$500,000 is negotiated and executed.
  - ii. Contracts approved by the Board of Governors must be negotiated and executed by the ~~VP Administration and~~ Executive Director, Finance & CFO or by the person authorized by the ~~VP Administration and~~ Executive Director, Finance & CFO.
- c. The ~~VP Administration and~~ Executive Director, Finance & CFO shall ensure that all approvals by the Board are recorded accurately and in detail.
- d. Contracts must be made in the contractor's legal name. Each contract must be approved and signed by the appropriate authority. In no circumstances should an unauthorized employee or agent legally bind VCC with apparent authority.
- e. Subject to provisions of subsections and below an approved General Service Agreement or Short-Form General Service Agreement template must be used for service contracts in all instances except the following:
- i. contracts for office assistance services or with employment agencies where a CSA exists;
  - ii. vehicle and equipment rentals;
  - iii. capital construction projects;
  - iv. goods acquisitions unless ancillary to services are also acquired under the contract and advice has been obtained from VCC's legal counsel about additional provisions that may be appropriate; or
  - v. Software licensing, ~~subject to section 6.vii.~~
- f. No changes should be made to these approved General Service Agreement templates that have not been prepared, or advised on by VCC's legal counsel.
- i. Procurement will establish a file of legal opinions and approved alternative articles and the business situations where those articles should be used.
  - ii. Procurement will make the business decision as to when the alternative articles may be incorporated into the General Services Agreement or General Goods Agreement.
- g. If none of the approved General Service Agreement templates is appropriate for a

particular transaction or type of transaction, the VCC Procurement Services may develop an alternative contract template with advice from VCC's legal counsel. If an alternative contract template contains an indemnity of the contractor by the VCC, Risk Management must approve the indemnity prior to the template being used.

- h. Some contractors prefer to use standard contract forms provided by their industry association. If not precluded by the terms of any applicable competitive process documents, VCC may accept the use of such forms after a business risk assessment has been completed and the risk to VCC deemed as low. Where a contractor's form contains an indemnity of the contractor or limitation of its liability, the wording of those terms must be approved under the *Guarantees and Indemnities Regulations* by the Risk Management Branch of the Ministry of Finance or such other person authorized by that regulation prior to VCC entering into a contract using that form.
- i. Supply arrangements are to be competed in the same manner as an individual contract.
- j. Whenever a contract is to be modified, the standard form of modification agreement must be used unless VCC legal counsel has approved an alternative modification process or form.
- k. The justification for all modification agreements must be documented on the contract file. Modifications to a contract must be in writing and signed by both parties. The party that originally approved the contract must approve modifications having a financial impact on the contract.
- l. A modification agreement to extend the term of the agreement for a reasonable period of time is allowable when an unforeseen event has delayed the delivery of specific contract outputs.
- m. A modification agreement must not be used to substantially change the nature and intent of the original contract.
- n. Expense authority approval, when applied, must reflect the total dollar value of the contract and not just the dollar value of the modification agreement.
- o. Annual or multi-year contract renewals are only allowed when the potential for renewal has been explicitly included in the solicitation documents, including the establishment of a limit on the number of renewals.
- p. VCC must ensure that the contractor's agent or broker completes and signs a Certificate of Insurance acceptable to VCC, in ~~compliance with the insurance~~ requirements of the contract.
- q. VCC must ensure that a contractor who will be providing services to VCC provide proof they are covered by Worksafe BC (WCB) unless the contractor is exempted by WCB.
- r. A Privacy Protection Schedule (PPS) must be completed and attached as a schedule to any contract between the VCC and a contractor that involves "personal information" as defined in the FOIPPA unless it is not intended that the public body will own or control the personal information.
- s. A PPS must be in the form set out in the current version of the General Services Agreement unless an alternative version has been authorized by VCC's legal counsel.
- t. ~~VCC and staff~~ Employees must not divulge information regarding a contract unless it is

~~Agreement unless an alternative version has been authorized by VCC's legal counsel.~~

available to the general public or the disclosure has been authorized by VCC Executive based on prior consultation with VCC's legal counsel.

~~on prior consultation with VCC's legal counsel.~~

#### 11. Electronic Posting of GSA and GGA Schedules

- a. ~~The Marketing Department~~Procurement Services will ~~establish~~maintain a secure area on the VCC public web site to hold the current and all historic versions of the GSA and GGA templates, and Schedules thereto.
  - i. The site selected must be in a location that can easily be located and accessed by all parties wishing to do business with VCC.
  - ii. The effective date of the version of the contract template is prominently indicated in a footnote in the face of each page of the documents.
  - iii. Changes to the templates will only be authorized by the Director, Procurement.

#### 12. Disposal of Surplus Assets

- a. Where an opportunity exists to replace an outdated asset with a similar asset, details of the potential trade-in must be forwarded to Procurement Services, which will conduct an analysis of the potential trade-in to determine the best overall value to VCC. Departments must only negotiate trade-in arrangements after consultation with Procurement Services.
- b. Assets that are surplus to the needs of VCC are to be disposed of at fair market value by Procurement Services who will determine the appropriate method for disposal of such assets.
- c. The disposal of a medium with information capacity must be done in a manner to protect the privacy and security of the stored information in accordance with VCC's ~~information and records disposal~~Records Management policy A.3.9.
- d. ~~P~~For further information, refer to the Guidelines for the Disposal of Surplus Assets at VCC, available on myVCC.

#### 13. C-Cards

~~ii. ——— VCC will establish a purchase card program to manage purchases to a value of \$1,000.00 per transaction (including sales tax, shipping and all associated costs).~~

- a. The use of ~~purchase~~commercial cards is subject to ~~VCC~~the following procurement ~~policy-guidelines:~~
  - i. ~~For repeating transactions (greater than \$15,000 per opportunity) VCC will~~Procurement Services should be contacted when anticipated spending on a C-Card will be more than \$5,000 during a fiscal year on one opportunity, even though a single transaction may be less than \$1,000. For spend over \$5,000 in a fiscal year on one opportunity Procurement will create a contract or establish a Lists of Qualified Suppliers for the service or commodity area.
  - ii. Where a List exists for a service or commodity area, ~~P~~C-Cards should not be used to acquire similar goods or services from vendors who are not ~~on~~the on the List.

~~iii. P Cards are available only to employees holding delegated VCC spending authority greater than \$1,000.00; VCC must not issue P Cards to contractors.~~

b. WEB Reqs are not required to process PC-Card reimbursement claims.

~~iv. The Director, Finance holds overall responsibility for the P Card program and shall:~~

- ~~• Designate a P Card Coordinator,~~
- ~~• Designate the budget positions which may be given access to the P Card program, and~~
- ~~• Determine monthly transaction limits for each cardholder.~~
- ~~• Establish and approve P Card processes and procedures, including the P Card Terms of Use.~~

~~v. The P Card Coordinator is responsible for the administration for the P Card program and shall:~~

- ~~• Ensure P Cards are issued to only employees holding VCC positions eligible for P Card program participation.~~
- ~~• Ensure every employee receiving a P Card:
 
  - ~~• has completed a Request for P Card form and an acknowledgement of the VCC P Card Terms of Use~~
  - ~~• has received training in the VCC P Card Terms of Use prior to issuance of P Card~~~~
- ~~• Maintain custody of P Cards not in use and proper inventory records for P Cards issued, including records of P Cards:
 
  - ~~• received and distributed to P Card holders~~
  - ~~• order of new cards, and~~
  - ~~• destruction of cancelled P Cards~~~~
- ~~• Monitor P Card transactions including accounts in dispute, accounts over the credit limit, restricted transactions, transactions > purchase limit,~~
- ~~• Act as liaison between bank and P Card holders to resolve disputed transactions.~~
- ~~• Follow up to ensure all monthly claim forms are received in Accounts Payable.~~
- ~~• Follow up to ensure original receipts are provided to support monthly claim forms.~~
- ~~• Ensure payment to the bank is made on a timely basis by Accounts Payable.~~
- ~~• Apply the following sanctions for violations of this policy:~~

Type of Exception			
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No Reimbursement Claim Report submitted by 7 <sup>th</sup> day of Month	<del>Department Vice President is notified and p-Card is suspended</del>		
<del>Type of Exception</del>	<del>1<sup>st</sup> Offense*</del>	<del>2<sup>nd</sup> Offense*</del>	<del>3<sup>rd</sup> Offense</del>
<del>Purchase made by P-Card holder that is not compliant with policy</del>	<del>Cardholder and Department Dean notified</del>	<del>Escalated to Department Vice President</del>	<del>Escalated to Director Finance and P-Card privileges withdrawn</del>
	<del>Policy compliant transactions are reimbursed</del>	<del>Policy compliant transactions are reimbursed</del>	<del>Policy compliant transactions are reimbursed</del>
<del>Potential fraud by P-Card holder</del>	<del>P-Card Coordinator will escalate this directly to Director, Finance and VP Administration and CFO</del>		

vi. ~~P-Card Holders must:~~

- ~~• Complete P-Card user training;~~
- ~~• Sign an acknowledgement of VCC P-Card Terms of Use, including:
 
  - ~~• The sanctions set out in article 5.vii and~~
  - ~~• Transactions not approved for re-imbusement will be establish as a loan payable to VCC by the P-Card holder and that VCC will exercise its right of offset to recover the amount owing against any and all monies otherwise payable to the P-Card holder.~~~~
- ~~• Adhere to the provisions set out in the VCC P-Card Terms of Use,~~
- ~~• Ensure the P-Card is not used for personal use;~~
- ~~• Report a lost or stolen P-Card immediately to the P-Card Coordinator;~~
- ~~• Ensure the P-Card is safeguarded and is not used by others;~~
- ~~• Retain all original purchase documentation (packing slip, paid invoice, etc) and match to transactions.~~
- ~~• Prior to the 3<sup>rd</sup> day of each month, complete and submit a monthly on-line/hard copy reimbursement claim to the Department Dean or Director for approval and for the Department Dean or Director to send the approved claim to the p-Card coordinator no later than the 5<sup>th</sup> day of the month.~~
- ~~• The monthly reimbursement claim must:
 
  - ~~• Reflect all transaction processed against the P-Card during the month and~~
  - ~~• Each reported transaction must be supported by original purchase documentation (packing slip, paid invoice, etc).~~~~

vii. ~~Department Deans and Directors are responsible for:~~

- ~~• Following with P-Card holders in their area to ensure the monthly reimbursement claims is received no later than the 3<sup>rd</sup> day of the month.~~

- ~~Review in detail and approve, on a monthly basis, all P-Card transactions charged to the Department and~~
- ~~Ensuring each transaction is compliant with policy.~~
- ~~Ensuring all approved monthly reimbursement claims are submitted to Coordinator by the 5<sup>th</sup> day of the month.~~
- viii. ~~Vice Presidents are responsible for the overall compliance of the P-Card program within their areas.~~
- ix. ~~Accounts Payable staff are responsible for:~~
  - ~~Ensuring P-Card transactions are entered into Banner and~~
  - ~~Ensuring the P-Card Supplier is paid per the agreement.~~

#### 14. Information Technology Procurement

- a. Information Technology (IT) goods and services must be procured in accordance with the business and IT requirements of VCC ~~as identified in VCC's consolidated written IT standards, where those standards exist.~~
- b. Prior to initiating procurement of IT related products or services, Departments must discuss their ~~IT~~ requirements with the Director of Information Technology/IT who will determine whether a college wide solution will be implemented for ~~the requirement~~ the requirement. The first step is to create a VCC Helpdesk ticket.
- c. Large projects frequently include smaller IT related component projects. These component projects must be considered at the same time as the ~~large project~~ large project.
- d. IT goods and services must be procured in accordance with VCC financial and procurement policies and the strategies ~~and,~~ standards, and practices established by the CIO, Information Technology.
- e. IT standards and practices, whenever practical, shall be used in conjunction with an open, competitive process providing qualified prospective suppliers with ~~opportunities to~~ opportunities to submit proposals.
- f. All VCC IT hardware and software requirements, including shared devices (e.g., desktop, laptop, server, and printer devices) must be ordered under ~~identified CSAs~~ identified CSAs, CISAs or MSOs or VCC supply channels, where available.
- g. Software and subscription acquisitions need to follow the process established in the Software and Subscription Flowchart located on myVCC.
- g-h. Vendor specific software license contract forms may be used but only after a business risk assessment has been completed and the risk to VCC deemed as low. In this specific situation, VCC may waive the policy requiring the contractor to pay ~~VCC's legal~~ VCC's legal costs.

#### 15. Unsolicited Proposals

- a. An "unsolicited proposal" is defined as a supplier initiated offering of goods, services, or solutions to VCC. The aim of such a proposal is to enable a supplier to establish a sales contract or business alliance partnership with VCC that is neither the result of a competitive solicitation nor the result of a VCC initiated direct award.

- b. Departments can receive unsolicited proposals from the private sector. If VCC determines that the proposal warrants consideration, then the proposal must be submitted to an ad hoc review panel formed by the ~~VP Administration and~~ Executive Director, Finance & CFO for review.
- c. The proposal must indisputably demonstrate that:
  - i. It is unique; and
  - ii. It addresses the current or future needs of VCC; and
  - iii. The goods or services are not otherwise available in the marketplace.
- d. The review panel will be chaired by ~~the~~ Vice President and comprised of:
  - i. Director, Procurement;
  - ii. Directors from the interested/impacted Departments, selected by the Chair based on the nature of the proposal; and
  - iii. Director, Finance.
- e. The panel must ensure that the unsolicited proposal unambiguously meets the criteria stated in subsection iii above, and that its acceptance is clearly in the best interest of VCC with this being done before contract negotiations commence.
- f. Departments must not enter into contract negotiations before the panel review is complete. If there is any doubt that an otherwise acceptable proposal is unique, Procurement Services shall issue a Notice of Intent prior to VCC entering contract negotiations.
- g. Any proposal not meeting the criteria stated in subsection iii above must be rejected. If the proposal is accepted and approved by the Panel, VCC may enter into contract negotiations, subject to funding availability and any required approvals.
- h. Notwithstanding the reference to Notices of Intent with subsection vi above, all contracts resulting from unsolicited proposals must be subject to this procurement policy, including policies related to direct awards.
- i. Funding for contracts resulting from unsolicited proposals must be drawn from within the existing budget of the contracting Department.
- j. Departments must not use the unsolicited proposals process to bypass the competitive tendering process for goods or services requirements that are initially identified by VCC.
- k. In the event that the Panel approves an unsolicited proposal, VCC must ensure that all contracts resulting from unsolicited proposals comply with:
  - i. TILMA, Part V, Government Procurement, Article 2 regarding potentially allowable exceptions to competitive procurement;
  - ii. NWPTA, Part V C2, and
  - iii. A waiver of competitive process must be recommended and approved for every unsolicited proposal.

## 16. Contract Administration and Monitoring

- a. Receipt of Goods

- a. Departments must ensure that adequate receiving processes are in place to certify that goods are received as ordered (i.e., correct quantity and suitable quality).
- b. VCC receiving [staffemployees](#) may sign for goods presented by the shipper, without detailed inspection. Receiving [staffemployees](#) should inspect the shipment for damage and/or missing or incorrect items as soon as practicable. Inspection should include a comparison of goods received to packing slips and a comparison of packing slips to purchase orders or requisitions.
- c. VCC receiving [staffemployees](#) will rely on the user department updating requisitions for all approved changes in orders. Discrepancies between goods received and goods ordered (as reported in Banner) and damaged goods must be reported immediately to the end user who will work with Procurement Services to rectify the situation.
  - i. VCC receiving [staffemployees](#) must sign/initial the packing slip to provide confirmation of the inspection and the certification that goods have been received.
  - ii. VCC receiving [staffemployees](#) must note all damaged goods and discrepancies on the packing slip.
- d. VCC receiving [staffemployees](#) will rely on the user Department updating requisitions to approve all substitution items. Receiving [staffemployees](#) will not accept product substitutions by suppliers without prior Department approval. Purchase Order Amendments are required to cover any substantial changes to the original purchase order.
- e. Departments must maintain adequate receipt records or other documentation to support account verification and payment.

## 17. Payment

- a. A contract summary record must be maintained for all service contracts, either by using a contract summary sheet or equivalent electronic record. Vendor payment records must be used to assess amount paid on the contract's Purchase Order. Once a Purchase order is completely drawn down no further payments can be made on the contract.
- b. A contract cannot include a cost overrun clause. If a cost overrun is unavoidable, ensure the costs are justified. Any overrun is to be authorized in advance using a modification agreement form. There may be additional approval requirements triggered by cost overruns.
- c. Commercial arrangements regarding chargeable fees and rates, expense reimbursement limits, aggregate contract prices, pro forma statements of account, and payment schedules must be set forth in a VCC prescribed contract schedule. These requirements apply whether a contract is established on the basis of a per diem rate, hourly rate, a fixed price per unit or deliverable, or a flat rate or price.
- d. All contract quotations must exclude applicable sales taxes. Statements of accounts must include a calculation of fees plus applicable sales taxes and expenses.
- e. Departments must ensure that payments made to contractors who are non-residents of Canada comply with the withholding tax provisions of the federal Income Tax Act.
- f. Contracts may not provide for payment in advance of goods or services being received, unless the [VP Administration and Executive Director, Finance & CFO](#) approves the variance to

payment policy prior to the negotiation of the contract. Where a payment is to be made in advance the contract must specify how the advance is:

- i. to be deemed to be earned; or
- ii. if the services are not subsequently rendered, to be repaid; and
- iii. what interest rate, if any, must apply.

#### **18. Evaluation, Monitoring and Reporting**

- a. For every contract, Departments must clearly establish the outputs and/or outcomes required, together with their quality and quantity, against which the performance of the contract can be monitored throughout the duration of the contract. These output and outcome requirements must be included in the contract.
- b. Departments must ensure timely and consistent monitoring of the contractor's performance as the assignment progresses in accordance with the terms and conditions of the contract.
- c. A post-completion evaluation is required on every contract of \$200,000 or more to provide a record of the contractor's performance and to assist in future contracting activity.

#### **19. Deficient Performance and Breach**

- a. Where a contractor deviates from the terms and conditions of a contract, the contract manager must immediately take one or more of the following steps:
  - Step 1: Notify the contractor in writing of the deficiency and arrange to discuss the problem. A record should be kept of such discussions. The discussions could result in an agreement to amend the terms of the contract.
  - Step 2: Issue a notice to comply, if the contractor persists in deviating from the terms and conditions of the contract.
  - Step 3: Issue a stop work order if the contractor ignores the notice to comply.
  - Step 4: Terminate the contract, subject to the advice of VCC's contract specialist and/or legal counsel.
- b. Where the breach or deficiency puts public safety at risk, VCC must proceed immediately to Step 2 and issue a notice to comply, or to Step 4 and terminate the contract.
- c. If fraud is suspected, refer to the issue immediately to the ~~Vice President, Administration and Executive Director, Finance &~~ CFO.

#### **20. Asset Management**

- a. Departments must identify and manage any asset maintenance, risk and liability issues arising from their contracting activities.
- b. Where assets are determined to be owned by the VCC, they must be appropriately safeguarded, controlled and accounted for. Assets being replaced due to being damaged, lost or stolen must be reported to the Director, Procurement at the time the procurement process is initiated.

#### **21. Disputes**

- a. Any dispute arising out of a VCC contract must be dealt with in a just prompt and cost-effective manner. All contracts must contain a clause that identifies how a dispute will be

resolved. Any dispute arising out of a VCC contract must ultimately be resolved according to the terms of the contract.

- i. ~~For contracts that are subject to the AIFCFTA, Departments must settle any AIFCFTA-related disputes in accordance with the dispute resolution process provided in AIF Article~~
- b. 513CFTA Chapter 10. Departments will be responsible for the VCC's share of the cost of any dispute panel that is established to investigate the dispute.

~~Part B:~~ \_\_\_\_\_

## **APPENDIX C: Vendor Complaint Review, Public Postings, Trade Agreement Compliance, and Privacy**

### **1. Vendor Complaint Review –~~Policy~~Process**

The objectives of this ~~policy~~section are to define a vendor complaint review process (VCRP) that is accessible, consistent, fair, impartial and timely, and to identify ways to make improvements in the manner in which procurement is undertaken by VCC.

#### a. General

- i. The VCRP is designed to ensure that there is a process for the review of vendor complaints about a VCC procurement process. The intent of the VCRP is to assist VCC in identifying and responding to problems in the establishment and application of VCC procurement policy and procedures.
- ii. This VCRP requires that Departments, Procurement Services and vendors provide full access to all information pertinent to complaints.

#### ~~a) Definitions~~

- ~~i. Procurement means those processes, including direct awards, related to the purchase of goods, services and construction.~~
- ~~ii. Complaint means a written objection submitted by a complainant regarding a competition, direct award, contract award or proposed contract award for goods, services or construction.~~
- ~~iii. Complainant:
 
  - ~~• For the purpose of a vendor complaint relating to a competition or direct award, means an actual or prospective bidder or proponent whose business interest would be affected by the award of a contract, or by the failure to award a contract.~~
  - ~~• For the purpose of submitting a vendor complaint relating to a contract award, means a proponent who actually submitted a proposal in response to the competition for the contract.~~~~

#### b. Scope of VCRP

- i. A complaint may be made with respect to the process used to evaluate proposals and how the evaluation criteria were applied but may not include issues pertaining to individual point ratings given by an evaluation committee to specific evaluation criteria.
- ii. The application of this VCRP is limited to VCC and its Departments whose procurement is subject to this VCC procurement policy.
- iii. This VCRP is limited to issues of procurement policy and procedures. This VCRP is not available for issues related to vendor or Department/ Procurement Services performance or conduct during a contract. These issues are to be dealt with through the dispute resolution processes identified in the contract document.
- iv. This VCRP does not limit or impair the rights of any vendor to seek remedies of law through the judicial or other process.

### **2. Vendor Complaint Review - Roles and Responsibilities**

**~~a) Departments including Procurement Services~~**

- a. ~~Departments, including Procurement Services,~~ are responsible for:
- i. Establishing and managing an accessible and fair process for responding to vendor complaints related to procurement activities undertaken by Departments or Procurement Services.
  - ii. In case of those complaints submitted, providing all pertinent and required information.
  - iii. Recording information on all vendor complaints managed under their vendor complaint review process and providing reports to the ~~VP Administration and Executive Director, Finance &~~ CFO as required.
  - iv. Implementing changes required to Department/ Procurement Services procurement processes identified through their complaint review process.
  - v. Implementing any outcomes recommended and any subsequent remedial action.
  - vi. Making all reasonable efforts to review complaints and where reasonable to resolve them amicably.

**~~b) Vice President, Administration and CFO~~**

- b. ~~The Vice President, Administration and Executive Director, Finance &~~ CFO is responsible for:
- i. Receiving and recording all complaints.
  - ii. Ensuring that Departments and Procurement Services have a vendor complaint review process as described in these policies and procedures.
  - iii. Managing a last resort process for complaints not satisfactorily concluded through VCC/ Procurement Services vendor complaint review process.
  - iv. Providing guidelines regarding the information and reporting requirements for Departments and Procurement Services.
  - v. Monitoring and reporting on VCC-wide VCRP activity and outcomes of complaint reviews.
  - vi. Implementing changes required to VCC procurement proficiencies and procedures and to procurement training methods and tools identified through the complaint review process.

**~~c) Vendors~~**

- c. Vendors are ~~responsible for~~expected to:
- i. ~~Making~~Make reasonable efforts to review the complaint with Department or Procurement Services by contacting the entity and following their complaint ~~review process~~review process.
  - ii. ~~Providing~~Provide all pertinent and required information related to a complaint.

**3. Vendor Complaint Review - Process**

- a. Departments and Procurement Services have primary responsibility for reviewing vendor complaints regarding their procurement processes. They must establish and administer a

process for reviewing, recording, managing and reporting vendor complaints and must make the process known to vendors by posting it on a readily accessible VCC public website.

- b. ~~The Vice President, Administration and~~ The Executive Director, Finance & CFO must establish and administer a process that deals with complaints that have not been satisfactorily concluded by Departments or Procurement Services.
- c. Where a serious flaw in the procurement process has been detected, legal counsel will be requested to review any correspondence to be sent to a complainant, and as appropriate, take the lead in that regard.
- d. If a vendor submits a request for information related to procurement under the freedom of Information and protection of Privacy Act, the timeframes for the VCRP may be extended, due to resource limitations, until after the FOI request is completed.
- e. The VCRP is not intended to detract from a vendor's access to legal resource. However, VCRP complaints will not generally be considered concurrently with a litigation process.
- f. No compensation will be awarded to a complainant under the VCRP.
- g. A decision of the ~~Vice President, Administration and~~ Executive Director, Finance & CFO shall be the final determination on a complaint registered with the VCRP process.

#### ~~M.A. Public Posting – BID OPPORTUNITIES, AMENDMENTS AND NOTICE OF CONTRACT AWARDS~~

~~50.1. Where VCC policy or applicable intergovernmental trade agreements require the advertisement of an opportunity that notice must be posted on the BC Bid® website. Procurement Services is the sole agent of VCC authorized to post opportunities and solicitation amendments on BC Bid®.~~

~~51.1. If a solicitation is found to have a material omission or error, prospective proponents must be notified by way of an amendment posted on the BC Bid® website. If any such change amendment should fall less than five days before responses are due, the closing time should be extended to provide respondents reasonable time to consider any such change and to revise their submissions.~~

~~52.1. Procurement Services must post all award decisions taken by VCC to a location on the VCC public website established and maintained for that purpose.~~

#### ~~6. Intergovernmental Trade Agreements – Compliance~~

- ~~i. VCC is part of the "MASH sector" that includes municipalities, publicly funded post-secondary academic institutions and school boards, and health regions. As a member of the provincial public sector, broadly defined, it must therefore comply with three intergovernmental trade agreements.~~

~~The federal provincial intergovernmental Canadian Free Trade Agreement (CFTA) came into effect on 01 July 2017. Annex 504.3 extends the CFTA to acquisitions by MASH sector with the following expected full term contract values:~~

- ~~• \$101,100 or more for goods;~~
- ~~• \$101,100 or more for services; and~~
- ~~• \$252,700 or more for construction.~~

~~The British Columbia-Alberta Trade, Investment and Labour Mobility Agreement (TILMA) went into effect on 01 April 2007. TILMA applies to MASH sector acquisitions with expected full term contract values of:~~

- ~~a. \$75,000 or more for goods;~~
- ~~b. a. \$75,000 or more for services; and~~
- ~~c. a. \$200,000 or more for construction.~~

~~Exceptions to TILMA are listed in Part V of the agreement.~~

~~British Columbia-Alberta-Saskatchewan-Manitoba-New West Partnership Trade Agreement (NWPTA) supplements TILMA. Its provisions began to be implemented on 01 July 2010 and was fully in place by 01 July 2013. The NWPTA applies to MASH sector acquisitions with expected full term contract values of:~~

- ~~a. \$75,000 or more for goods;~~
- ~~b. a. \$75,000 or more for services; and~~
- ~~c. a. \$200,000 or more for construction.~~

~~Exceptions of the NWPTA are listed on Part V of the agreement.~~

#### ~~7. Privacy-Disclosure of Contract Information~~

~~The Freedom of Information and Protection of Privacy Act and VCC's own privacy rules govern the disclosure of contract information. VCC Governance Policy A.3.3 Freedom of Information and Protection of Privacy (FOIPP) Policy and Procedures contains specific guidance.~~

## APPENDIX ~~BD~~: SPECIAL PROCUREMENT AUTHORITIES

The following procurement activities are not subject to the competitive procurement terms of this Procurement Policy.

### 1. Relevant Business Units

Any items purchased for resale including:

- That are sold in the normal course of business in the College's food outlets and bookstores, or
- That are sold in the normal course of business in Transportation Customer Service Shop or the Salon and Spa, or
- Through a VCC department to a student (such as student kits) registered in that department.

As these purchases are not for VCC's own account ~~NWPTA exception C.2(k) – goods and are~~ intended for resale to the public ~~apply~~, NWPTA exception C.2(k) applies.

### 2. International Agencies

Respecting VCC International and the engagement of agents for the College, mandated to locate and encourage the enrolment of foreign students at the College, the Vice President Administration and International Development may approve the appointment of agents providing the following program requirements have been fulfilled:

- The ~~VP Administration and CFO~~ Chief Financial Officer has approved the application form used in the selection of agents and the agency agreement used to document the relationship of the agent and the College.
- The application form clearly identifies the corporate structure of the applicant, the shareholders of the applicant, corporate relationships maintained by the applicant or its shareholders respecting the potential agency services contemplated, and domestic and foreign references to demonstrate the applicant's history in the provision of similar agency services.
- The agency agreement has a term not exceeding three years and establishes how incremental service impacts are to be proven thus warranting the payment of agency fees.
- The College has verified and documented all foreign and domestic sources and relationships identified in the application form.
- Every agent so appointed has entered into the approved agency agreement with the VCC.
- The Vice President, ~~Enterprise and Administration &~~ International Development has provided the ~~VP Administration and CFO~~ Chief Financial Officer with annual reports confirming all agency applications received and so approved, the amount and timing of incremental students/tuition fees generated by agent, and all related commissions.

As these purchases are for representational or promotional purposes outside of British Columbia, NWPTA exemption C.2-(c) applies.

### 3. Library

For library materials that are purchased where the amounts are immaterial to the purchases made for the bookstore.

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**APPENDIX E: ACRONYM LIST**

<u>BSA</u>	<u>BCNET Source supply arrangement</u>
<u>CETA</u>	<u>Canada-European Comprehensive Economic Trade Agreement</u>
<u>CFTA</u>	<u>Canadian Free Trade Agreement</u>
<u>CSA</u>	<u>Provincial corporate supply arrangement</u>
<u>CISA</u>	<u>Cross-institution supply arrangement</u>
<u>FOI</u>	<u>Freedom of information</u>
<u>FOIPP</u>	<u>Pursuant to the <i>Freedom of Information and Protection of Privacy Act</i></u>
<u>ITQ</u>	<u>Invitation to quote</u>
<u>ITT</u>	<u>Invitation to tender</u>
<u>MASH</u>	<u>For trade agreement purposes, municipalities, publicly funded post-secondary academic institutions and school boards, and health regions</u>
<u>MSO</u>	<u>Master standing offer</u>
<u>NOI</u>	<u>Notice of intent (to make a direct award of contract)</u>
<u>NRFP</u>	<u>Negotiated request for proposal</u>
<u>NWPTA</u>	<u>British Columbia – Alberta – Saskatchewan – Manitoba – <i>New West Partnership Trade Agreement</i></u>
<u>PO</u>	<u>Purchase order</u>
<u>PPS</u>	<u>Privacy protection schedule</u>
<u>Province</u>	<u>Government of the Province of British Columbia</u>
<u>RFI</u>	<u>Request of information</u>
<u>RFP</u>	<u>Request for proposal</u>
<u>RFQ</u>	<u>Request for (statements of) qualifications</u>
<u>RFSO</u>	<u>Request for standing offer</u>
<u>TILMA</u>	<u>British Columbia – Alberta <i>Trade, Investment and Labour Mobility Agreement</i></u>
<u>VCC</u>	<u>Vancouver Community College</u>
<u>VCRP</u>	<u>Vendor complaint review process</u>



## DECISION NOTE

**PREPARED FOR:** Board of Governors

**DATE:** November 22, 2023

**ISSUE:** **RECOMMENDATION FOR APPROVAL:**  
Revisions to B.1.3 Expenses and Travel

### BACKGROUND:

Policy B.1.3 Expenses and Travel governs the expectations and limits, associated with incurring expenses while performing the business operations of the College, locally and while travelling.

As per policy maintenance procedures, the Finance Department conducted the 5-year review of B.1.3 policy and procedures. Draft revisions were presented to the Administrative Policy Committee (APC) for their feedback. The agreed draft revisions are:

### POLICY:

- Remove policy principle on Petty Cash. Petty cash is only used in only a few circumstances and acceptable reasons on listed on the petty cash form. The APC did not feel a guiding principle was required.

### PROCEDURES:

- As petty cash policy principle is removed, simplify procedures section accordingly.
- Meals while traveling will only be claimed through the per diem meal allowance; itemized receipts will no longer be accepted or required.
- Increase Per diem rates as per the provincial government's established rates; \$60 per day up from \$50.
- Guidelines for using commercial cards (c-cards) to pay for business travel expenses were updated.
- Under section for submitting an expense claim, add the use of Chrome River as the online accounts payable system.
- Add statement that the College will reimburse employees on a reasonable timeline for all expenses incurred on their personal funds (e.g., a personal credit card) once all required receipts/documents are submitted.
- Add statement for clarification that meal expenses are not reimbursed when travelling in the Lower Mainland, instead of within the employee's city (too many cities in the Lower Mainland).

The draft revisions to policy and procedures were presented to the Finance & Audit Committee for information on November 8, 2023, and on November 15, 2023, the Governance Committee approved the recommendations with their revisions incorporated and on the condition of Operations Council approval on November 17, 2023.

**RECOMMENDATION:**

THAT, on the recommendation of the Governance Committee, the Board of Governors approve revisions to B.1.3 Expenses and Travel Policy and Procedures.

**PREPARED BY:** Jamie Choi, Executive Director Finance and CFO  
Nicole Degagne, Curriculum, Policy and Contracts Coordinator

**ATTACHMENTS:** APPENDIX A: B.1.3 Expenses and Travel Policy (CLEAN DRAFT)  
APPENDIX B: B.1.3 Expenses and Travel Policy (TRACKED DRAFT)  
APPENDIX C: B.1.3 Expenses and Travel Procedures (CLEAN DRAFT)  
APPENDIX D: B.1.3 Expenses and Travel Procedures (TRACKED DRAFT)



## APPENDIX A Clean Draft

### POLICY

Title	<b>Expenses and Travel</b>
Policy No.	B.1.3
Approval Body	Board of Governors
Policy Sponsor	President
Next Full Review Date	
Effective Date	DRAFT: Nov 22, 2023

#### CONTEXT AND PURPOSE

Vancouver Community College (VCC; the College) is committed to the prudent and responsible management of its financial resources and assets, to maintaining control over all financial activities, and to mitigating risk to the College.

The purpose of this policy is to set guidelines outlining the limits and expectations associated with incurring expenses while traveling or supporting business operations for the College.

#### SCOPE AND LIMITS

This policy applies to all employees of the College, members of the Board of Governors, and individuals associated with and/or working on behalf of the College.

This applies to all guidelines or processes that govern the reimbursement of expenses including professional and career development.

The Executive Director, Finance & Chief Financial Officer is responsible for the administration of this policy and its related procedures, and may question any payment or claim for reimbursement, request clarification or challenge non-compliance.

Conditions for reimbursement of expenses incurred by independent contractors are specifically addressed within each contract. Where the contract does not specify expenses, this policy will apply.

#### STATEMENT OF POLICY PRINCIPLES

1. The College recognizes the need for employees to travel on College business or incur business expenses in the performance of their responsibilities and will reimburse expenses incurred for authorized College business.
2. The College will only reimburse employees for authorized and approved expenses incurred by the employee in the pursuit of College business. Expenses incurred by an employee that are not in accordance with College policies may not be reimbursed.
3. The authorization to incur work related expenses presumes that the individual will use approved funds as cost-effectively as possible, with due regard for the College's accountability to the public.

4. Care and sound judgment must be exercised by the approving Supervisor/Budget Officer with respect to the circumstances that may give rise to expenses.
5. Any employee who willingly and knowingly tries to defraud the College through expense reimbursement may be subject to disciplinary action, up to and including dismissal.

## DEFINITIONS

Accommodation: A room or building in which someone may live or stay temporarily, including but not limited to hotels, motels, hostels, and owner-direct home shares or vacation rentals.

Budget Officer: An individual responsible for managing the budget within their area of responsibility.

Employee: An individual who is currently employed by VCC on a full-time, part-time, permanent, temporary, term, casual or contract basis.

Expenses: Expenses include but are not limited to:

- Direct reimbursements to individuals
- Charges on College Commercial Cards
- Direct payments of invoices

Itemized Receipt: A receipt provided by the vendor or supplier which itemizes the goods or services purchased, and indicates the date, the name of a facility, a description of all items, amount of taxes charged and a total. A credit card receipt is not considered an itemized receipt.

Commercial Card (C-Card): A corporate credit card that allows authorized cardholders to pay for expenses and to utilize an online program management and reporting tool.

Regular Work Location: The location where an employee performs their duties of employment. This includes all three VCC campus locations, or other off campus location where an employee will perform their duties for a significant length of time.

Senior College Official: Members of the VCC Board of Governors, the President and CEO, Vice Presidents, Associate Vice Presidents and Executive Directors.

Signing Authority: An individual who has been duly appointed with the authority to commit the College to any binding agreement. These include but are not limited to contracts, memorandums of understanding, licenses, letters of agreement, letters of intents and affiliation agreements.

## RELATED RESOURCES

### VCC Policies & Procedures

- B.1.10 Signing and Spending Authority
- B.1.14 Commercial Card
- B.1.3 Expenses and Travel Procedures
- B.2.1 International Travel Risk and Security



## APPENDIX B Tracked Draft

### POLICY

Title	<b>Expenses and Travel</b>
Policy No.	B.1.3
Approval Body	Board of Governors
Policy Sponsor	President
Next Full Review Date	
Effective Date	DRAFT: Nov 22, 2023

#### CONTEXT AND PURPOSE

Vancouver Community College (VCC; the College) is committed to the prudent and responsible management of its financial resources and assets, to maintaining control over all financial activities, and to mitigating risk to the College.

The purpose of this policy is to set guidelines outlining the limits and expectations associated with incurring expenses while traveling or supporting business operations for the College.

#### SCOPE AND LIMITS

This policy applies to all employees of the College, members of the Board of Governors, and individuals associated with and/or working on behalf of the College.

This applies to all guidelines or processes that govern the reimbursement of expenses including professional and career development.

The Executive Director, Finance & Chief Financial Officer is responsible for the administration of this policy and its related procedures, and may question any payment or claim for reimbursement, request clarification or challenge non-compliance.

Conditions for reimbursement of expenses incurred by independent contractors are specifically addressed within each contract. Where the contract does not specify expenses, this policy will apply.

#### STATEMENT OF POLICY PRINCIPLES

1. The College recognizes the need for employees to travel on College business or incur business expenses in the performance of their responsibilities and will reimburse expenses incurred for authorized College business.
2. The College will only reimburse employees for authorized and approved expenses incurred by the employee in the pursuit of College business. Expenses incurred by an employee that are not in accordance with College policies may not be reimbursed.
3. The authorization to incur work related expenses presumes that the individual will use approved funds as cost-effectively as possible, with due regard for the College's accountability to the public.

4. Care and sound judgment must be exercised by the approving Supervisor/Budget Officer with respect to the circumstances that may give rise to expenses.
5. Any employee who willingly and knowingly tries to defraud the College through expense reimbursement may be subject to disciplinary action, up to and including dismissal.
- ~~6. The College recognizes that when other disbursement methods cannot be used, petty cash funds can be used to cover minor expenses not exceeding \$50.~~

## DEFINITIONS

Accommodation: A room or building in which someone may live or stay temporarily, including but not limited to hotels, motels, hostels, and owner-direct home shares or vacation rentals.

Budget Officer: An individual responsible for managing the budget within their area of responsibility.

Employee: An individual who is currently employed by VCC on a full-time, part-time, permanent, temporary, term, casual or contract basis.

Expenses: Expenses include but are not limited to:

- Direct reimbursements to individuals
- Charges on College Commercial Cards
- Direct payments of invoices

Itemized Receipt: A receipt provided by the vendor or supplier which itemizes the goods or services purchased, and indicates the date, the name of a facility, a description of all items, amount of taxes charged and a total. A credit card receipt is not considered an itemized receipt.

Commercial Card (C-Card): A corporate credit card that allows authorized cardholders to pay for expenses and to utilize an online program management and reporting tool.

Regular Work Location: The location where an employee performs their duties of employment. This includes all three VCC campus locations, or other off campus location where an employee will perform their duties for a significant length of time.

Senior College Official: Members of the VCC Board of Governors, the President and CEO, Vice Presidents, Associate Vice Presidents and Executive Directors.

Signing Authority: An individual who has been duly appointed with the authority to commit the College to any binding agreement. These include but are not limited to contracts, memorandums of understanding, licenses, letters of agreement, letters of intents and affiliation agreements.

## RELATED RESOURCES

### VCC Policies & Procedures

B.1.10 Signing and Spending Authority

[B.1.14 Commercial Card](#)

B.1.3 Expenses and Travel Procedures

B.2.1 International Travel Risk and Security



## APPENDIX C Clean Draft

### PROCEDURES

Title:	<b>Expenses and Travel</b>
Procedures No.	B.1.3
Approval Body	Board of Governors
Policy Sponsor	President
Next Full Review Date	
Effective Date	<b>DRAFT: Nov 22, 2023</b>

#### Approval of Expenditures

1. All expenses must be pre-authorized by an appropriate signing authority before committing to or incurring any costs. Local travel (i.e. within the Lower Mainland or between campuses) may not require pre-approval. Prior to any expenditure approval, the Budget Officer should ensure availability of funds.
2. Employees cannot approve their own expenses. Approval of expenses must be authorized by an individual that is at least one level higher than the person claiming the expense.
3. In the event that an employee receives reimbursement from a third party, such as the Ministry of Post Secondary Education and Future Skills, for expenses already charged to the College, the employee must return the money to the College.
4. The College does not provide funds in advance of the actual travel.
5. Not all expenses are eligible for reimbursement. Refer to Appendix A for examples of non-reimbursable expenses.
6. Employees are not expected to use points from loyalty programs for College travel. Should they choose to do so, they shall not claim reimbursements for the equivalent cost of their airline ticket or accommodations.

#### Types of Expenses

7. Air Travel
  - a. Airfare should always be the lowest economy fare available, except where an individual flight segment is over 8 hours or when economy fares are not available. The purchase of a higher fare must be pre-approved by the appropriate Senior College Official responsible for the area incurring the cost.
  - b. Where possible, airfare should be booked at a minimum, 30 days prior to travel date.
  - c. Flights changes are reimbursed if the change is in the best interest of the College.
  - d. The cost of one checked bag per trip, or two checked bags for stays exceeding 5 days, is reimbursed. Additional baggage fees will be reimbursed if they are essential for College business.
  - e. For details regarding flight cancellation insurance, refer to section 12 of this

document.

#### 8. International Travel

- a. For specific country risk rating and risk management issues, refer to policy B.2.1 International Travel Risk and Security policy.
- b. Currency exchange:
  - i. Include the exchange slip provided by the bank or an exchange bureau at the time the currency was purchased.
  - ii. For credit card transactions include a copy of your credit card statement showing the exchange rate.
  - iii. If an exchange slip is not provided, the exchange rate will be set using the Bank of Canada cash rate on the date the claim is processed.

#### 9. Accommodations

- a. Reimbursement for accommodation will normally not exceed the standard single occupancy rate, and is limited to reasonable amounts in the particular circumstances.
- b. Only those days in which an accommodation is booked for College purposes may be expensed. This includes one additional night either before or after a conference. Bookings for accommodations lasting longer than needed for College purposes are not reimbursed.
- c. Accommodations are not reimbursed for local conferences or other events, unless pre-approved by the appropriate signing authority.
- d. If a relative or friend provides lodging for an employee while on business, an employee may claim an allowance of \$40 per night. No receipts are required.

#### 10. Car Rental

- a. Reimbursement for car rentals will be based on the rate for a standard compact vehicle.
- b. Refill fuel in accordance with rental car agreement. Do not opt for fuel prepayment.
- c. Mileage is not applicable if a car is rented.
- d. Registration fee for shared car services is not reimbursable.
- e. For details regarding car rental insurance, refer to section 12 of this document.

#### 11. Mileage and Parking

- a. Mileage for business travel, including commuting between campuses, is paid at a rate set by the College.
- b. Parking for business travel, excluding parking fee for regular work location, is reimbursable.
- c. Commuting between campuses is reimbursable.
- d. Commuting mileage, between your home and regular work location, is not reimbursable.
- e. Use of private automobile should be limited to trips where no suitable public transportation is available or where private automobile is more time and/or cost effective. When an individual traveling on the College business wishes to use his or

her own vehicle for personal convenience, the College will only reimburse costs (kilometers driven, meals, accommodation, etc.) for normal traveling time not exceeding the cost of full economy airfare.

- f. Only one employee can claim mileage per trip.
- g. For mileage reimbursement, use the expense report form. Mileage will not be reimbursed through petty cash, with the exception of public transit expenses.
- h. Parking violations are not reimbursable.

## 12. Travel Insurance

- a. The information in this section is meant to serve as a general guideline only as there are exceptions which may apply to each employee. Descriptions of insurance policies are for information only and are subject to the terms of the policies themselves. Any specific questions regarding insurance should be directed to the Safety, Security and Risk Management Department. Questions regarding medical or accident benefits should be directed to the College's People Services Department.

- b. It is the employees responsibility to verify relevant insurance coverage prior to travel.

- c. Flight Cancellation Insurance

If necessary, travelers are to purchase flight cancellation insurance after checking their credit card insurance coverage. Flight cancellation insurance enables travelers to be reimbursed for the cost of cancelled airline flights when the cancellation was due to events that are not under the control of the traveler (for example – medical reasons). Travelers may claim the cost of purchasing this insurance.

- d. Car Rental Insurance

Employees are expected to secure car rental insurance and will be reimbursed for coverage.

## 13. Meals while on approved College business and travel

- a. Claim the per diem meal allowance for all meals, including tips.
- b. For first and last day of travel, while on route, the proportion of the per diem will be allowed.
- c. Meal expenses are not reimbursed during local travel (i.e. within the Lower Mainland or between campuses) unless pre-approved.
- d. Alcoholic beverages will not be reimbursed.
- e. Travel Meals: Per Diem
  - i. When meals are included in registration fees for seminars and conferences, or are included in air travel, do not claim the per diem allowance for those meals.
  - ii. The per diem rates apply to each calendar day an employee is travelling on College business.
  - iii. Per diem rates:

Breakfast	\$12.00
Lunch	\$18.00
Dinner	\$30.00

Total \$60.00 per calendar day in Canadian \$, or in USD if travelling to the United States.

#### 14. Hosting business meetings

- a. Business meeting expenses may include food, beverage, and social or recreational activities such as
  - i. hosting a guest, visitor or benefactor
  - ii. a business meeting that continues over a meal period
  - iii. special activities that include College personnel, e.g. receptions or parties
- b. The maximum meals allowance for business is \$50 per guest per event.
- c. Alcohol is not a reimbursable expense unless hosting an approved College function.
- d. When hosting an approved function, submit all claims, direct reimbursements or commercial card statements, for alcohol purchases directly to the appropriate member of Senior College Officials.
- e. Expenses involving College employees who can meet regularly during working hours will not be reimbursed without pre-approval.

#### 15. Other Expenses

In certain circumstances, incidental expenses may be submitted for reimbursement. These include, but are not limited to:

- a. Voice and data communications charges to stay in touch with the College responsibilities, such as internet service
- b. Laundry for travel in excess of 5 days
- c. Lost luggage (Proof of airline denied claim required)
- d. Foreign Currency Exchange Fees
- e. Event and Conference registration fees
- f. Training, Professional Development or Course fees
- g. Expenses for obtaining visas and travel papers
- h. Membership dues that are determined to be of primary benefit to the College
- i. Road tolls, ferries, taxis, public transit, bike share and airport buses are reimbursable when supported by original receipts.

#### **Submitting an Expense Claim**

16. Expense claims are submitted along with original receipts through the College's automated accounts payable system, ChromeRiver.
17. Original receipts detailing the goods or services purchased are required for all individual expenditures. Credit card statements are not acceptable documentation. If an expense receipt is missing and a duplicate cannot be obtained, the claimer must include a Certificate of Missing/Lost Receipt with their expense form. The Certificate must be signed by the claimer and one administrative level higher.
18. Expense claims for travel must:
  - a. be submitted within 60 days of travel completion,
  - b. include an itemized list of expenses and supporting receipts, and

- c. be signed by the appropriate signing authority.

**Petty Cash**

19. Petty cash is used for circumstances when payment is required immediately and payment by means of Accounts Payable or C-Card is impractical.
20. Petty cash reimbursements will not exceed \$50. Intentionally splitting purchases to circumvent the \$50 transaction limit is prohibited.
21. Petty cash forms must be signed by the appropriate budget manager and include an invoice, receipt, or other supporting documentation.
22. Petty cash is held and administered by the Student Accounts offices at the Broadway and Downtown campuses.
23. The Finance Department will list all acceptable petty cash items on the petty cash form.

**Paying for Travel Expenses - Commercial Card (C-Card)**

24. If an employee has been issued a College C-Card , the C-Card should be used for travel, including airfare and accommodations. Refer to the Commercial Card Policy for complete details.
25. The C-Card cannot be used for meals while travelling. Per diem rates will apply for all travel.
26. Employees without a C-Card will pay for all expenses using their personal funds and will be reimbursed within a reasonable timeframe following the submission of expenses.
27. Professional development activities must be paid by individual credit card and not charged to the C-Card.

**Disputes**

28. The claimant and signing authority will be informed by the Executive Director, Finance & Chief Financial Officer when items are being disputed for reasons other than clerical or unsupported amounts.
29. Claimants may appeal a rejection of expenses to the Vice President, Administration and International Development.

**RELATED POLICY**

Refer to B.1.3 Expenses and Travel Policy.



## APPENDIX D Tracked Draft

### PROCEDURES

Title:	<b>Expenses and Travel</b>
Procedures No.	B.1.3
Approval Body	Board of Governors
Policy Sponsor	President
Next Full Review Date	
Effective Date	<del>September 26, 2018</del> Draft: Nov 22, 2023, 2023

#### Approval of Expenditures

1. All expenses must be pre-authorized by an appropriate signing authority before committing to or incurring any costs. Local travel (i.e. within the Lower Mainland or between campuses) may not require pre-approval. Prior to any expenditure approval, the Budget Officer should ensure availability of funds.
2. Employees cannot approve their own expenses. Approval of expenses must be authorized by an individual that is at least one level higher than the person claiming the expense.
3. In the event that an employee receives reimbursement from a third party, such as the Ministry of Post Secondary Education and Future Skills, for expenses already charged to the College, the employee must return the money to the College.
4. The College does not provide funds in advance of the actual travel.
5. Not all expenses are eligible for reimbursement. Refer to Appendix A for examples of non-reimbursable expenses.
6. Employees are not expected to use points from loyalty programs for College travel. Should they choose to do so, they shall not claim reimbursements for the equivalent cost of their airline ticket or accommodations.

#### Types of Expenses

7. Air Travel
  - a. Airfare should always be the lowest economy fare available, except where an individual flight segment is over 8 hours or when economy fares are not available. The purchase of a higher fare must be pre-approved by the appropriate Senior College Official responsible for the area incurring the cost.
  - b. Where possible, airfare should be booked at a minimum, ~~30~~14 days prior to travel date.
  - c. Flights changes are reimbursed if the change is in the best interest of the College.
  - d. The cost of one checked bag per trip, or two checked bags for stays exceeding 5 days, is reimbursed. Additional baggage fees will be reimbursed if they are essential for College business.
  - e. For details regarding flight cancellation insurance, refer to section 12 of this

document.

#### 8. International Travel

- a. For specific country risk rating and risk management issues, refer to policy B.2.1 International Travel Risk and Security policy.
- b. Currency exchange:
  - i. Include the exchange slip provided by the bank or an exchange bureau at the time the currency was purchased.
  - ii. For credit card transactions include a copy of your credit card statement showing the exchange rate.
  - iii. If an exchange slip is not provided, the exchange rate will be set using the Bank of Canada cash rate on the date the claim is processed.

#### 9. Accommodations

- a. Reimbursement for accommodation will normally not exceed the standard single occupancy rate, and is limited to reasonable amounts in the particular circumstances.
- b. Only those days in which an accommodation is booked for College purposes may be expensed. This includes one additional night either before or after a conference. Bookings for accommodations lasting longer than needed for College purposes are not reimbursed.
- c. Accommodations are not reimbursed for local conferences or other events, unless pre-approved by the appropriate signing authority.
- d. If a relative or friend provides lodging for an employee while on business, an employee may claim an allowance of \$40 per night. No receipts are required.

#### 10. Car Rental

- a. Reimbursement for car rentals will be based on the rate for a standard compact vehicle.
- b. Refill fuel in accordance with rental car agreement. Do not opt for fuel prepayment.
- c. Mileage is not applicable if a car is rented.
- d. Registration fee for shared car services is not reimbursable.
- e. For details regarding car rental insurance, refer to section 12 of this document.

#### 11. Mileage and Parking

- a. Mileage for business travel, including commuting between campuses, is paid at a rate set by the College.
- b. Parking for business travel, excluding parking fee for regular work location, is reimbursable.
- c. Commuting between campuses is reimbursable.
- d. Commuting mileage, between your home and regular work location, is not reimbursable.
- e. Use of private automobile should be limited to trips where no suitable public transportation is available or where private automobile is more time and/or cost effective. When an individual traveling on the College business wishes to use his or

her own vehicle for personal convenience, the College will only reimburse costs (kilometers driven, meals, accommodation, etc.) for normal traveling time not exceeding the cost of full economy airfare.

- f. Only one employee can claim mileage per trip.
- g. For mileage reimbursement, use the expense report form. Mileage will not be reimbursed through petty cash, with the exception of public transit expenses.
- h. Parking violations are not reimbursable.

## 12. Travel Insurance

- a. The information in this section is meant to serve as a general guideline only as there are exceptions which may apply to each employee. Descriptions of insurance policies are for information only and are subject to the terms of the policies themselves. Any specific questions regarding insurance should be directed to the Safety, Security and Risk Management Department. Questions regarding medical or accident benefits should be directed to the College's [Human Resources People Services](#) Department.
- b. It is the employees responsibility to verify relevant insurance coverage prior to travel.
- c. Flight Cancellation Insurance  
~~It is~~ necessary, ~~to~~ travellers are to purchase flight cancellation insurance after checking their credit card insurance coverage. Flight cancellation insurance enables travelers to be reimbursed for the cost of cancelled airline flights when the cancellation was due to events that are not under the control of the traveler (for example – medical reasons). Travelers may claim the cost of purchasing this insurance.
- d. Car Rental Insurance  
Employees are expected to secure car rental insurance and will be reimbursed for coverage.

## 13. Meals while on approved College business and travel

- ~~a. Submit receipts for meal expenses incurred during the first and last day of travel, i.e. while on route to and from your destination. For full days of travel, claim the per diem meal allowance for all meals, including tips.~~
- ~~a.b. For first and last day of travel, while on route, the proportion of the per diem will be allowed.~~
- ~~b. The total amount of a claim with receipts cannot be greater than the daily per diem amount.~~
- ~~c. Meals expenses are not reimbursed when travelling within the employee's city or town of employment unless pre-approved. Meal expenses are not reimbursed during local travel (i.e. within the Lower Mainland or between campuses) unless pre-approved.~~
- ~~d. Travel Meals: Receipts~~
  - ~~e. When traveling with a spouse, domestic partner or any family member, request separate checks or indicate on the receipt the portion attributable to~~

~~the employee.~~

~~f. Tips should not exceed 18%.~~

~~g.d.~~ Alcoholic beverages will not be reimbursed.

~~h.e.~~ Travel Meals: Per Diem

- i. When meals are included in registration fees for seminars and conferences, or are included in air travel, do not claim the per diem allowance for those meals.
- ii. The per diem rates apply to each calendar day an employee is travelling on College business.
- iii. Per diem rates:

Breakfast	\$ <del>102</del> .00
Lunch	\$ <del>185</del> .00
Dinner	\$ <del>3025</del> .00

Total \$~~650~~.00 per calendar day in Canadian \$, or in USD if travelling to the United States.

#### 14. Hosting business meetings

- a. Business meeting expenses may include food, beverage, and social or recreational activities such as
  - i. hosting a guest, visitor or benefactor
  - ii. a business meeting that continues over a meal period
  - iii. special activities that include College personnel, e.g. receptions or parties
- b. The maximum meals allowance for business is \$50 per guest per event.
- c. Alcohol is not a reimbursable expense unless hosting an approved College function.
- d. When hosting an approved function, submit all claims, direct reimbursements or commercial card statements, for alcohol purchases directly to the appropriate member of Senior College Officials.
- e. Expenses involving College employees who can meet regularly during working hours will not be reimbursed without pre-approval.

#### 15. Other Expenses

In certain circumstances, incidental expenses may be submitted for reimbursement. These include, but are not limited to:

- a. Voice and data communications charges to stay in touch with the College responsibilities, such as internet service
- b. Laundry for travel in excess of 5 days
- c. Lost luggage (Proof of airline denied ~~Lost luggage claim ticket~~ required)
- d. Foreign Currency Exchange Fees
- e. Event and Conference registration fees
- f. Training, Professional Development or Course fees
- g. Expenses for obtaining visas and travel papers
- h. Membership dues that are determined to be of primary benefit to the College
- i. Road tolls, ferries, taxis, public transit, bike share and airport buses are

reimbursable when supported by original receipts.

### Submitting an Expense Claim

16. Expense claims are submitted along with original receipts through the College's automated accounts payable system, ChromeRiver. ~~using the approved Travel and Expense Claim form along with original receipts.~~
17. Original receipts detailing the goods or services purchased are required for all individual expenditures. Credit card statements are not acceptable documentation. If an expense receipt is missing and a duplicate cannot be obtained, the claimer must include a Certificate of Missing/Lost Receipt with their expense form. The Certificate must be signed by the claimer and one administrative level higher.
18. Expense claims for travel must:
  - a. be submitted within 60 days of travel completion,
  - b. include an itemized list of expenses and supporting receipts, and
  - c. be signed by the appropriate signing authority.

### Petty Cash

19. Petty cash is used for circumstances when payment is required immediately and payment by means of Accounts Payable or C-Card is impractical.
20. Petty cash reimbursements will not exceed \$50. Intentionally splitting purchases to circumvent the \$50 transaction limit is prohibited.
21. Petty cash forms must be signed by the appropriate budget manager and include an invoice, receipt, or other supporting documentation.
22. Petty cash is held and administered by the Student Accounts offices at the Broadway and Downtown campuses.
23. The Finance Department will list all acceptable petty cash items on the petty cash form. ~~- a. maintain a list of acceptable and unacceptable petty cash items.
  - b. establish and maintain departmental guidelines for managing and administering petty cash.~~

~~23.1. Intentionally splitting purchases to circumvent the \$50 transaction limit is prohibited.~~

### Paying for Travel Expenses - Commercial Card (C-Card)

24. ~~Whenever possible,~~ If an employee has been issued a use the College C-Card , the C-Card should be used for travel, including airfare and, accommodations, ~~and meals.~~ Refer to the Commercial Card Policy-Commercial Card Guide on myVCC for complete details.
25. The C-Card cannot be used for meals while travelling. Per diem rates will apply for all travel.
- 24-26. Employees without a C-Card will pay for all expenses using their personal funds and will be reimbursed within a reasonable timeframe following the submission of expenses.
- 25-27. Professional development activities must be paid by individual credit card and not charged to the C-Card.

## **Disputes**

[26-28.](#) The claimant and signing authority will be informed by the Executive Director, Finance & Chief Financial Officer when items are being disputed for reasons other than clerical or unsupported amounts.

[27-29.](#) Claimants may appeal a rejection of expenses to the Vice President, Administration and International Development.

## **RELATED POLICY**

Refer to B.1.3 Expenses and Travel Policy.



## DECISION NOTE

**PREPARED FOR:** Board of Governors

**DATE:** November 22, 2023

**ISSUE:** **RECOMMENDATION FOR APPROVAL:**  
REVISED: A.3.10 Sexual Violence and Misconduct

### BACKGROUND:

Post-secondary institutions in British Columbia are required to have a policy on Sexual Violence and Misconduct and to review it every three years; the policy was last reviewed in 2020. The review of the policy was led by Caralee Maloney, Associate Director of Risk Management and Privacy, supported by the Gender-based Violence Education and Prevention Committee (GBVEP), a standing College committee. Consultations for the review included extensive discussions with the Students' Union of VCC and focused on centering the survivor and their experience.

### DISCUSSION:

The significant changes to the policy include:

- Adding two new policy principles: Principle #6 states that VCC will never inquire into a survivor's sexual history, as acts of sexual violence and misconduct are caused by the perpetrator's actions, not the survivor's behaviour or sexual history; Principle #7 states that survivors who were engaging in activities that violate other College policies (e.g. drinking on campus) will not be subject to sanctions for those violations.
- The definition of Sexual Misconduct related to sharing sexually explicit materials was broadened to both authentic or computer generated materials.
- Clarified that the College will promptly acknowledge any report filed no later than one business day after the report is made.
- Listing IECE department supports available to Indigenous students, including elder blessings and practices specific to their Nation.
- A clause stating that even for survivors who choose not to make a formal complaint, the College may, if requested, put accommodations in place (such as an assignment extension).

The policy and procedures were sent out for community feedback in August-September 2023, and approved by the Administrative Policy Committee and Operations Council. The Governance Committee approved the revisions with edits which included a minor revision to definition of *Sexual Harassment* and adding cyberstalking under the definition of *Stalking*.

### RECOMMENDATION:

THAT, on the recommendation of the Governance Committee, the Board of Governors approve revisions to A.3.10 Sexual Violence and Misconduct Policy and Procedures.

**PREPARED BY:** Ian Humphreys, Vice President Administration & International Development and Chair, Operations Council

**ATTACHMENT:** APPENDIX A: A.3.10 Sexual Violence and Misconduct Policy (CLEAN DRAFT)  
APPENDIX B: A.3.10 Sexual Violence and Misconduct Procedures (CLEAN DRAFT)



## APPENDIX A CLEAN DRAFT

### POLICY

Title	<b>Sexual Violence and Misconduct</b>
Policy No.	A.3.10
Approval Body	Board of Governors
Policy Sponsor	President
Last Full Review	November 25, 2020
Last Updated	<b>DRAFT: September 15, 2023</b>

#### CONTEXT AND PURPOSE

This Policy and the accompanying Procedures affirms Vancouver Community College's (VCC, the College) commitment to providing a safe, respectful, and inclusive environment where Sexual Violence or Misconduct is not tolerated. It outlines a process for Disclosing and Reporting incidents of Sexual Violence or Misconduct to the College and makes clear the College's responsibilities and procedures for reporting and investigating those incidents. It also outlines clear measures the College will take to assist and support survivors of Sexual Violence or Misconduct, regardless of whether a Report has been filed.

This Policy is not intended to interfere with any other College policy, Collective Agreement or applicable law. College Members may choose to proceed with an allegation of Sexual Violence or Misconduct pursuant to this Policy and its related Procedures, or through another appropriate grievance process or College procedure. However, College Members may not pursue more than one concurrent College process related to the same allegations, unless the other process addresses issues arising from the allegation and is not making a determination as to whether the allegation is substantiated.

In accordance with the *Sexual Violence and Misconduct Policy Act*, this Policy will be reviewed at least once every three years. The President will report to the Board of Governors on the implementation of this Policy on an annual basis.

#### SCOPE AND LIMITS

This Policy and its related Procedures apply to all current College Members while they are:

- engaging in a College-Related Activity;
- on College property;
- acting in a capacity defined by their relationship to the College; and/or
- Interacting with persons known to them because of their relationship to the College, regardless of whether the incident occurs on campus.

For the purposes of College investigations, outcomes and corrective action, including discipline, this Policy applies only to Sexual Violence or Misconduct by a College Member against another College Member. The College will provide support and resources to any College Member who is

a Survivor of Sexual Violence or Misconduct, but the College does not have the jurisdiction to investigate or implement corrective action on a Person Accused who is not a College Member.

#### **STATEMENT OF POLICY PRINCIPLES**

1. VCC will not tolerate Sexual Violence or Misconduct. VCC is committed to promoting a safe, inclusive, and respectful learning and working environment free from Sexual Violence or Misconduct at all times.
2. VCC recognizes that peoples' experiences of Sexual Violence or Misconduct can be impacted by multiple forms of intersecting oppression such as misogyny, sexism, racism/white supremacy, poverty/classism, ableism, transphobia, homophobia, ageism, religious discrimination, and colonization.
3. VCC recognizes that individuals of all gender identities, gender expressions, and sexual orientations may experience Sexual Violence or Misconduct.
4. VCC understands that Sexual Violence or Misconduct can have a significant impact on Survivors and their community; that violence, harassment, and threats can seriously impact the ability of College Members to function in their studies, work, and lives; and can lead to lasting emotional, mental, and physical injuries. The College understands that each Survivor will be impacted by, and respond differently to, Sexual Violence or Misconduct.
5. VCC is committed to creating a space where College Members who have experienced Sexual Violence or Misconduct can feel safe to Disclose and seek support from VCC. VCC is committed to respecting the rights of those who Disclose Sexual Violence or Misconduct to make their own decisions about accessing support services, making a Report, or pursuing external processes such as criminal or civil actions.
6. VCC knows that acts of Sexual Violence and Misconduct are caused by the perpetrator's actions, not the Survivor's behaviour or sexual history. VCC will never inquire about a survivor's sexual history when they Disclose or Report Sexual Violence or Misconduct.
7. Survivors who experience Sexual Violence or Misconduct while engaging in activities that violate other College policies will not be subject to sanctions for those violations that took place at the same time as the Sexual Violence or Misconduct.
8. All individuals involved in a complaint will be treated in a fair and equitable manner, in accordance with the principles of Procedural Fairness and Natural Justice.
9. VCC will respond to Disclosures, and conduct investigations into Reports, in a timely manner.
10. VCC is committed to protecting the confidentiality of Survivors and Persons Accused/Respondents. College Members who receive a Disclosure or Report must make every reasonable effort to protect confidential information and maintain confidentiality. However, there are limits to confidentiality. VCC may need to disclose information or

proceed with an investigation in certain exceptional circumstances as described in the Procedures.

11. The College's counselling service will be freely available for student Survivors. The College has made available a list of community resources for all College Members who have experienced Sexual Violence or Misconduct in Appendix A of this Policy's Procedures.
12. Respondents who have been found to be responsible for the harm caused by committing an act of Sexual Violence or Misconduct will be held accountable by the College and will be subject to responsive action up to and including expulsion or termination, in accordance with College policies and/or the applicable Collective Agreement.
13. VCC is committed to providing comprehensive and inclusive Sexual Violence or Misconduct prevention and response training to College Members. This may include a combination of campaigns, online and in-person training sessions, workshops, print and online resources, programs, and other events on a range of topics related to reducing, preventing, and responding to Sexual Violence or Misconduct, and on providing support to Survivors. The College maintains a Gender Based Violence Education and Prevention Committee to support prevention and response training.

## DEFINITIONS

Accommodation: the provision by the College of reasonable and appropriate academic, workplace or other measures that:

- a. are provided to a member of the College Community affected by Sexual Violence or Misconduct;
- b. are designed to meet that person's needs resulting from an incident of Sexual Violence or Misconduct; and
- c. do not infringe on the rights of others.

Examples of academic accommodation in teaching or evaluation procedures may include providing an extension on an assignment, deferring an exam, authorizing withdrawal from a class without penalty or allowing continuing studies from home is appropriate.

Advisor: An individual with knowledge of College policies and principles who provides guidance on College procedures to either a Survivor or a Person Accused. An advisor may be the Arbiter of Student Issues, a CUPE or VCCFA representative, or People Services representative.

Balance of probabilities: The standard of proof upon which a decision is based indicating that one accounting of facts is more likely to have occurred than another when a Report of Sexual Violence or Misconduct is made.

College Member: All current VCC Students, Employees, and Board members.

College-Related Activity: An activity occurring on College property, at College sanctioned events, or under the authority of the College at another location. The activity must have a real and substantial connection to the College or College-related functions, whether it occurs on campus, at an external location, or online.

Complainant: An individual who experiences an alleged incident of Sexual Violence or Misconduct, and seeks resolution, support, or assistance through this Policy and associated Procedures.

Consent: An active, voluntary, conscious, and ongoing choice and agreement between people to engage in sexual activity. It is the responsibility of the person initiating or pursuing sexual activity to obtain consent at all stages of sexual engagement. More specifically, consent:

- a. Is explicit and freely given. It cannot be assumed or based on a perception that it was implied;
- b. Cannot be given by someone who is incapacitated (by drugs and/or alcohol), asleep, unconscious, or otherwise incapable of providing consent;
- c. Can be withdrawn at any time, regardless of whatever other sexual activities have taken place;
- d. Can never be obtained through threats, intimidation, coercion, or other pressure tactics;
- e. Cannot be obtained if someone abuses a position of trust, power or authority; and
- f. Cannot be assumed from previous consent to the same or similar activities.

Disclose, Disclosure, or Disclosing: The sharing of information by a College Member regarding an incident of Sexual Violence or Misconduct with another College Member. A Disclosure does not initiate an investigation unless a Report is made.

Employee: An individual who is currently employed by VCC on a full-time, part-time, permanent, temporary, term, casual or contract basis.

Interim Measures: The temporary provisions that may be placed on a Person Accused of Sexual Violence or Misconduct by the College. Interim Measures are designed to limit contact between the Complainant and Respondent while an investigation is conducted, and are not intended to be punitive in nature.

Investigation: The formal process carried out by the College to examine and verify the events described in a Report, as set out in the Procedures.

Person Accused/Respondent: The individual who is alleged to be responsible for causing harm by committing Sexual Violence or Misconduct in a Disclosure or Report.

Procedural Fairness and Natural Justice: The principles ensuring that a dispute is fairly decided. If a Report is made both the Complainant and Respondent(s) have equal rights to the following:

- a. Notice;
- b. Disclosure;
- c. An opportunity to present one's case;
- d. An opportunity to respond;
- e. An advocate
- f. Have all relevant information considered;
- g. Legitimate expectations;
- h. An impartial and unbiased decision maker;
- i. A sufficiently detailed, reasoned, timely and written decision; and

- j. A reasonable and timely process.

**Report or Reporting:** Making a formal statement to the Director of Safety, Security, Risk and Privacy, or their designate, regarding an incident of Sexual Violence or Misconduct with the intention of initiating an investigation.

**Sexual Misconduct:** For the purpose of this Policy, Sexual Misconduct or sexual violence is behaviour, or action, and/or a continuum of behaviour and/or action that includes, but is not limited to:

- a. **Sexual Assault:** Any non-consensual or unwanted sexual contact, including but not limited to, oral contact (kissing), touching, genital contact, tampering with contraceptives, penetration, and/or any threatening behavior that gives a person reasonable cause to believe that they are at risk of any kind of sexual violence.
- b. **Sexual Exploitation:** Touching, directly or indirectly, with a part of the body or with an object, any part of the body of a young person for a sexual purpose. Or inviting, counselling, or inciting a young person to touch, directly or indirectly, with a part of the body or with an object, the body of another person.
- c. **Sexual Harassment:** Conduct of a sexual nature by a person who knows or ought reasonably to know that such behavior is unwanted or unwelcome, which leads to or implies employment or academic consequences of the person harassed, interferes with a person's participation in a College Related Activity, or creates an intimidating, hostile or offensive working or educational environment. Examples of sexual harassment include, but are not limited to:
  - i. Demanding a hug, kiss, date or sexual contact;
  - ii. Unwanted touching or demanding/asking to be touched;
  - iii. Use of derogatory language, sex-specific derogatory names, and/or comments related to a person's sexual appearance, characteristics or behavior;
  - iv. Sexual jokes, including jokes or material circulated by email;
  - v. Spreading sexual rumours;
  - vi. Bragging about sexual prowess;
  - vii. Distributing and/or displaying sexually explicit images of self or others to a person who has not consented to being a recipient of the images;
  - viii. Unwanted questions about sexual history.
- d. **Stalking:** Actions by a person that cause another person to reasonably fear for their safety or the safety of anyone known to them. Stalking consists of a person:
  - i. Repeatedly following another person or anyone known by that other person from place to place;
  - ii. Repeatedly communicating directly or indirectly with another person or anyone known by that other person;
  - iii. Cyber stalking;
  - iv. Watching another person's home, commute, work location, classroom locations, or anywhere else a person known by that other person happens to be; and/or

- v. Engaging in threatening conduct directed at another person or any member of that person's family.
- e. Indecent Exposure: The non-consensual exposure of one's genitals to another person for a sexual purpose.
- f. Voyeurism: The surreptitious observation or recording of a person who is in circumstances that give them a reasonable expectation of privacy, where the person could reasonably be expected to be nude or engaging in sexual activity; or where the observation or recording is done for a sexual purpose.
- g. Coercion: Unreasonable and persistent pressure for sexual activity. The use of emotional manipulation, blackmail, threats to the Survivor (including those to family, friends, or pets), or the promise of rewards or special treatment, to persuade someone to do something they do not wish to do.
- h. The sharing of sexually explicit materials, including but not limited to photos, videos and audio recordings, either authentic or computer generated, without the consent of the individual(s) depicted.
- i. The attempt to commit an act of Sexual Violence or Misconduct.
- j. The threat to commit an act of Sexual Violence or Misconduct.

Student: A person who is registered in a full-time or part-time credit or non-credit course offered by VCC. Persons are still considered a student if they withdraw after allegedly violating the Student Non-Academic Conduct Policy or have been subject to involuntary withdrawal. Those who are not officially enrolled for a particular term but who have a continuing relationship with VCC or who have been notified of their acceptance for admission are also considered students.

Survivor: A member of the College community who has experienced Sexual Violence or Misconduct. Survivors who choose to Report may also be referred to as Complainants.

Vexatious Report: A Report is considered vexatious when it is possible to demonstrate that the Report is without basis and that it was made with an intention to cause annoyance, embarrassment, or distress.

## **RELATED LEGISLATION & POLICIES**

### Legislation

Criminal Code, RSC 1985, c C-46

Freedom of Information and Protection of Privacy Act, RSBC 1996, c 165

Human Rights Code, RSBC 1996, C 210

Sexual Violence and Misconduct Policy Act, SBC 2016, c 23

Workers' Compensation Act, RSBC 2019, c 1

Occupational Health & Safety Regulation Part 4

Policies

- A.1.2 Student Appeal of Suspension to the College Board
- A.3.1 Prevention of Harassment, Discrimination, and Bullying
- A.3.3 Freedom of Information and Protection of Privacy
- A.3.6 Standards of Employee Conduct & Conflict of Interest
- A.3.8 Violence Prevention
- B.2.19 Whistleblower
- B.5.2 Appropriate and Responsible Use of Education and Information Technology
- C.3.7 Off-Campus Activity Involving Students
- D.4.3 Student Non-Academic Conduct

**RELATED PROCEDURES**

Refer to A.3.10 Sexual Violence and Misconduct Procedures.

DRAFT

## APPENDIX B POLICY TRACKED DRAFT

### A.3.10 Sexual Violence and Misconduct

Approval Body: Board of Governors

Policy Sponsor: President

Review Body: Operations Council

Responsible Authority: Safety Security, Risk and Privacy

#### Policy

##### Context and Purpose

This Policy and the accompanying Procedures affirms Vancouver Community College's (VCC, the College) commitment to providing a safe, respectful, and inclusive environment where Sexual Violence or Misconduct is not tolerated. It outlines a process for Disclosing and Reporting incidents of Sexual Violence or Misconduct to the College and makes clear the College's responsibilities and procedures for reporting and investigating those incidents. It also outlines clear measures the College will take to assist and support survivors of Sexual Violence or Misconduct, regardless of whether ~~or not they have filed a~~ Report has been filed. Report.

This Policy is not intended to interfere with any other College policy, Collective Agreement or applicable law. College Members may choose to proceed with an allegation of Sexual Violence or Misconduct pursuant to this Policy and its related Procedures, or through another appropriate grievance process or College procedure. However, College Members may not pursue more than one concurrent College process related to the same allegations, unless the other process addresses issues arising from the allegation and is not making a determination as to whether the allegation is substantiated. allegations.

In accordance with the *Sexual Violence and Misconduct Policy Act*, this Policy will be reviewed at least once every three years. The President will report to the Board of Governors on the implementation of this Policy on an annual basis.

##### Scope and Limits

This Policy and its related Procedures apply to all current College Members while they are: engaging in a College-Related Activity;

- on College property;
- acting in a capacity defined by their relationship to the College; and/or
- Interacting with persons known to them because of their relationship to the College, regardless of whether the incident occurs on ~~off~~ campus.

For the purposes of College investigations, outcomes and corrective action, including discipline, this Policy applies only to Sexual Violence or Misconduct by a College Member against another College Member. The College will provide support and resources to any College Member who is a Survivor of Sexual Violence or Misconduct, but the College does not have the jurisdiction to investigate or implement corrective action on a Person Accused who is not a College Member.

## Policy Principles

1. VCC will not tolerate Sexual Violence or Misconduct. VCC is committed to promoting a safe, inclusive, and respectful learning and working environment free from Sexual Violence or Misconduct at all times.
2. VCC recognizes that peoples' experiences of Sexual Violence or Misconduct can be impacted by multiple forms of intersecting oppression such as misogyny, sexism, racism/white supremacy, poverty/classism, ableism, transphobia, homophobia, ageism, religious discrimination, and colonization.
3. VCC recognizes that individuals of all gender identities, gender expressions, and sexual orientations may experience Sexual Violence or Misconduct.
4. VCC understands that Sexual Violence or Misconduct can have a significant impact on Survivors and their community; that violence, harassment, and threats can seriously impact the ability of College Members to function in their studies, work, and lives; and can lead to lasting emotional, mental, and physical injuries. The College understands that each Survivor will be impacted by, and respond differently to, Sexual Violence or Misconduct.
5. VCC is committed to creating a space where College Members who have experienced Sexual Violence or Misconduct can feel safe to Disclose and seek support from VCC. VCC is committed to respecting the rights of those who Disclose Sexual Violence or Misconduct to make their own decisions about accessing support services, making a Report, or pursuing external processes such as criminal or civil actions.
6. VCC knows that acts of Sexual Violence and Misconduct are caused by the perpetrator's actions, not the Survivor's behaviour or sexual history. VCC will never inquire about a survivor's sexual history when they Disclose or Report Sexual Violence or Misconduct.
7. Survivors who experience Sexual Violence or Misconduct while engaging in activities that violate other College policies will not be subject to sanctions for those violations that took place at the same time as the Sexual Violence or Misconduct.
8. All individuals involved in a complaint will be treated in a fair and equitable manner, in accordance with the principles of Procedural Fairness and Natural Justice.
9. VCC will respond to Disclosures, and conduct investigations into Reports, in a timely manner.
10. VCC is committed to protecting the confidentiality of Survivors and Persons Accused/Respondents. College Members who receive a Disclosure or Report must make every reasonable effort to protect confidential information and maintain confidentiality. However, there are limits to confidentiality. VCC may need to disclose information or proceed with an investigation in certain exceptional circumstances as described in the Procedures.
11. The College's counselling service will be freely available for student Survivors. The College has made available a list of community resources for all College Members who have experienced Sexual Violence or Misconduct in Appendix A of this Policy's Procedures.
12. Respondents who have been found to ~~have committed an act of Sexual Violence or Misconduct will~~ be responsible for the harm caused held accountable by committing an act of Sexual Violence or Misconduct will be held accountable by the the College and will ~~be be~~ subject to responsive action up to and including expulsion or termination, in accordance with College policies and/or ~~the the~~ applicable Collective Agreement.
13. VCC is committed to providing comprehensive and inclusive Sexual Violence or Misconduct prevention and response training to College Members. This may include a combination of campaigns, online and in-person training sessions, workshops, print and online resources, programs, and other events on a range of topics related to reducing, preventing, and responding to Sexual Violence or Misconduct, and on providing support to Survivors. The College maintains a Gender Based Violence Education and Prevention Committee to support prevention and response training.



## APPENDIX C CLEAN DRAFT

### PROCEDURES

Title	<b>Sexual Violence and Misconduct</b>
Policy No.	A.3.10
Approval Body	Board of Governors
Policy Sponsor	President
Last Revised/Replaces	November 25, 2020
Effective Date	<b>DRAFT: Nov 22, 2023</b>

#### General

1. VCC acknowledges it can be difficult to talk about Sexual Violence or Misconduct and respects the rights of Survivors to choose whether to Disclose and/or Report an incident of Sexual Violence or Misconduct, but encourages survivors to do one or both to enable the College to provide support.
2. A College Member who has experienced Sexual Violence or Misconduct has the right to:
  - a. Be treated with dignity and respect;
  - b. Have their privacy respected and protected, within the reasonable limits of confidentiality;
  - c. Be informed about on and off campus services and resources;
  - d. Access available services and to choose those services felt to be most beneficial;
  - e. Decide whether or not to Disclose, make a Report to VCC, and/or to contact police;
  - f. Have reasonable actions taken to prevent further unwanted contact with the other person(s) involved in the incident;
  - g. Receive clear and transparent information throughout the process;
  - h. Be accompanied by a support person throughout the process.
3. College Members who are accused of Sexual Violence or Misconduct have the right to:
  - a. Be treated with dignity and respect;
  - b. Have their privacy respected and protected, within the reasonable limits of confidentiality;
  - c. Be informed about on and off campus services and resources;
  - d. Access available services and to choose those services felt to be most beneficial;
  - e. Receive clear and transparent information throughout the process;
  - f. Be accompanied by a support person throughout the process.

#### Immediate Assistance and Options for Survivors

4. The College encourages, but does not require, individuals impacted by Sexual Violence or Misconduct to seek immediate assistance from a medical service provider, the police, VCC's Counselling Services, People Services, the Department of Safety, Security, Risk and Privacy, and/or community resources.

5. In addition to disclosing Sexual Violence or Misconduct to a College Member, Survivors are entitled to choose any one of the following College processes, but may not pursue more than one College option concurrently. Their options include:
  - a. Making a Report to the College;
  - b. Filing a grievance under an applicable collective agreement;
  - c. Filing a complaint under Policy A.3.1 Prevention of Harassment, Discrimination, and Bullying;
6. Survivors may report their allegations through the criminal justice system by contacting the police. If an individual chooses to do so, VCC's Department of Safety, Security, Risk and Privacy can assist with making a Report. The College will lawfully cooperate with any criminal investigation. The College's investigation process is distinct and separate from the criminal justice system. As such, the College will conduct its own investigation concurrently to the law enforcement's investigation at the request of the survivor.

## **PROCEDURES FOR DISCLOSING AND REPORTING SEXUAL VIOLENCE OR MISCONDUCT**

### Disclosures and Reports

7. An individual who has experienced Sexual Violence or Misconduct has the option to make a Disclosure or to file a Report. A Disclosure is when a survivor shares information of an incident to a College Member. This does not trigger an investigation, but allows the College Member to provide support and resources to the survivor in confidence. A Report is a formal statement which initiates an investigation by the College into an incident of Sexual Violence or Misconduct.
8. While there is no time limit to an individual Disclosing or Reporting Sexual Violence or Misconduct or accessing support, the College may not have jurisdiction to investigate a Report if the parties involved are no longer affiliated with the College or the lapse of time may make it impossible to investigate.

### Disclosing Sexual Violence or Misconduct

9. A Survivor may choose to Disclose an incident of Sexual Violence or Misconduct to any College Member, including but not limited to a Faculty Member, a staff member from Counselling, Disability Services, People Services, Student Services, Campus Security, Indigenous Education and Community Engagement (IECE) or the Students' Union of VCC (SUVCC).
10. A Survivor or a witness may make an anonymous Disclosure through the College's secure and encrypted online reporting system which is accessible in the Appendix to this policy and through the website for VCC's Department of Safety, Security, Risk and Privacy.
11. A Survivor of Sexual Violence or Misconduct usually makes a Disclosure when they need emotional support from a person they trust. It is not the role of the person who receives the Disclosure to initiate an investigation or implement any accommodations. If College Members receive a Disclosure of Sexual Violence or Misconduct, they should:

- a. focus on listening, giving support, and connecting the Survivor with resources to meet their immediate needs (e.g. connecting the Survivor with VCC Counselling if they have been given clear and express consent to do so);
  - b. recognize that experiencing and Disclosing Sexual Violence or Misconduct can be traumatic and the ability to recall the events may be impaired;
  - c. advise Survivors of the Policy and these Procedures, including the additional resource options referenced in Appendix A;
  - d. respect the Survivor's right to choose the services they feel are most appropriate and to decide whether to Report to the College and/or contact police; and
  - e. except as provided in paragraph 12 below, not disclose information to others or report the incident to the police or VCC Safety, Security, Risk and Privacy without the express consent of the Survivor.
12. To the greatest extent possible, VCC will respect a Survivor's choice not to make a Report and will keep the Disclosure confidential. Information will be shared with the College strictly on a 'need-to-know' basis. The Survivor's wishes and confidentiality will be prioritized. However, in certain circumstances, VCC may be permitted or required to disclose information it receives, including but not limited to, when:
- a. A person is judged to be at imminent risk of self-harm or of harming another College Member;
  - b. There is judged to be an imminent risk of harm to the College community and/or the broader community through continued Sexual Violence or Misconduct;
  - c. Disclosure is otherwise required by law, including but not limited to when:
    - i. the disclosure involves sexual harassment in the workplace and is required under the *BC Workers' Compensation Act*; or
    - ii. a person under 19 years of age is endangered.
  - d. Evidence of Sexual Violence or Misconduct is available in the public domain (e.g., videos/images shared publicly).
13. In the circumstances described above, VCC may do one or both of the following:
- a. Initiate an investigation in which case the individual who Disclosed may choose not to participate in the investigation; and or
  - b. Notify third parties, such as the police, WorkSafeBC, or child protection authorities.
14. College Members who receive a Disclosure should provide a compassionate, respectful, and reassuring response to a Survivor who chooses to Disclose. The most important thing to do for the Survivor is to be there in a supportive capacity. College Members who require support about how to respond to a Disclosure may consult with the Department of Safety, Security, Risk and Privacy. The Survivor's confidentiality and privacy must be maintained and no identifying features should be disclosed during the consultation.

#### Reporting Sexual Violence or Misconduct

15. Anyone who experiences or witnesses Sexual Violence or Misconduct may Report it to the College, law enforcement, or both.
16. An anonymous Report, or a Report made by a witness to Sexual Violence or Misconduct, must follow these Reporting procedures. These Reports will be included in the College's

records and will inform campus safety efforts. The College may be unable to conduct an investigation if the Survivor does not wish to participate in the process.

#### *VCC Internal Report and Investigation*

17. College Members who wish to make a Report of Sexual Violence or Misconduct must contact the Department of Safety, Security, Risk and Privacy. Reports can be made in person, through phone or email, or through the College's secure and encrypted online reporting system.
18. Survivors may request assistance from a support person in Reporting Sexual Violence or Misconduct. Individuals may elect the support person of their choice, regardless of whether they have a relationship with the College and so long as this role does not place the support person in a conflict of interest.
19. The College will respond promptly to all Reports of Sexual Violence or Misconduct made under this policy. The College aims to acknowledge the receipt of a Report the same day a Report is made, and no later than one business day after the Report is made. Any investigation resulting from a Report will be conducted in as timely a manner as possible.
20. The Department of Safety, Security, Risk and Privacy will respond to a filed Report of Sexual Violence or Misconduct by:
  - a. Conducting an initial review of the allegation, in collaboration with People Services if required, to determine whether the incident falls within the scope of the Policy, and if so, to coordinate and oversee any internal investigation. If the allegation does not fall within the scope of this Policy, the Department of Safety, Security, Risk and Privacy may refer the Complainant to a more relevant policy and/or Collective Agreement process for their complaint;
  - b. If applicable, and with the consent of the Survivor, overseeing and coordinating any investigation with law enforcement;
  - c. If necessary, conducting a risk assessment; and
  - d. As necessary, ensuring appropriate Interim Measures are taken and Accommodations are put in place.

#### Interim Measures and Accommodations

21. Where appropriate to do so, the College may put Interim Measures and/or Accommodations into place pending the disposition of the complaint. All such measures are to be non-punitive in nature. Where the complaint involves employees of the College, any Accommodations or Interim Measures will be in accordance with the relevant Collective Agreement.
22. Interim Measures and Accommodations seek to protect the safety of all parties involved and to protect the integrity of the investigation process. The need for Interim Measures will be determined on a case-by-case basis by the appropriate College authority taking into account the nature of the allegations and the circumstances of each situation.

23. The provision of Accommodations and/or use of Interim Measures in no way determine the Respondent's culpability. Any Interim Measures implemented will be designed to have the least disruptive impact on the Respondent.
24. If the Survivor chooses not to file a Report, the College may, if requested by the Survivor, put Accommodations in place that support their peace and wellbeing. No interim measures shall be placed on the Person Accused without a formal Report.
25. Interim Measures may include:
  - a. Alteration of the academic schedule of any Student involved in the Report;
  - b. A No-Contact requirement;
  - c. Restricting a Respondent's access to some College facilities;
  - d. Temporary, non-disciplinary leave of a Respondent;
  - e. Involuntary withdrawal; and
  - f. Any other Interim Measures as may be determined by the College.
26. Accommodations may include:
  - a. Alteration of the academic schedule of any Student involved in the Report;
  - b. Academic or workplace accommodations;
  - c. Assignment extensions;
  - d. Withdrawal from courses without penalty;
  - e. Offering distance learning where possible;
  - f. Any other Accommodations as may be determined by the College.
27. When the incident involves police or other internal or external investigations, Interim Measures may remain in effect until all relevant investigations are concluded.

#### Internal Investigation Procedures

28. All College investigations will uphold the principles of Procedural Fairness and Natural Justice, and protect the rights of both the Survivor and the Person Accused/Respondent. Any determinations are based on a Balance of Probabilities.
29. If the Person Accused/Respondent is a Student, the investigator will be a delegate of the Associate Vice President, Student and Enrollment Services (AVP). The investigator is usually a member of the Department of Safety, Security, Risk and Privacy.
30. If the Person Accused/Respondent is a College employee or Board member, the investigator will be a delegate of the Vice President, People Services. At their discretion, People Services may elect to use an external investigator.
31. An investigation of a Report will commence as soon as reasonably possible following receipt of a Report.
32. The Survivor and the Person Accused may have an advisor, advocate, union representative, or support person present during the investigation process. A support person's role is to provide emotional support. A support person, other than an advocate, may not act instead

of a Complainant, Respondent, or witness. Information must come directly from the Complainant, Respondent, or witness.

33. Indigenous students are encouraged to access the IECE department for support during an investigation or incorporate Indigenous practices into the investigation process, including but not limited to: elder blessings, smudging ceremonies, or practices specific to their Nation that bring peace and understanding.
34. The Investigator will determine an appropriate process for the investigation, which may include reviewing relevant documents, obtaining written submissions, or meeting with the Survivor and the Respondent and any witnesses deemed to be relevant by the Investigator.
35. In the course of the investigation, the Person Accused/Respondent will be provided details of the accusation(s) made against them including the name of the Survivor, all relevant information, data, and evidence regarding the complaint and will be given an opportunity to respond in full. The Person Accused will be referred to relevant College resources to assist them in responding to the Report.
36. At no time during the investigation or any appeal process will the Survivor be required to be present at the same time and place as the Person Accused/Respondent.
37. The investigator will prepare a confidential report that will be provided to the Associate Vice President, Student and Enrollment Services (if the Survivor or Person Accused/Respondent is a Student), the Vice President, People Services (if the Survivor or Person Accused/Respondent is an Employee), or the Board Chair (if the Survivor or Person Accused/Respondent is a Board Member or the VCC President), and will normally include the following:
  - a. Findings of fact;
  - b. An initial finding as to whether, on a Balance of Probabilities, Sexual Violence or Misconduct has occurred;
  - c. Where applicable, an initial finding as to whether the complaint is frivolous or vexatious;
  - d. Recommendations including any remedial steps to assist in better ensuring a work and learning environment free from Sexual Violence or Misconduct; and
  - e. Recommendations regarding responsive action, including disciplinary measures if any.
38. The relevant Vice President or Associate Vice President will make a determination based on the investigator's report and the Balance of Probabilities as to whether or not Sexual Violence or Misconduct has occurred. If the complaint is substantiated the College may impose sanctions that are both disciplinary and/or non-disciplinary in nature and which provide a safe environment for the Survivor and College community at large, taking into account relevant policies and procedures and Collective Agreement requirements including:
  - a. Conditions on the exercise of any College privilege;
  - b. Immediate suspension of any College privilege;
  - c. Taking the necessary action to remove the Respondent from campus; and
  - d. Taking any other action deemed appropriate in the circumstances, up to and including termination of employment, suspension or expulsion.

39. If the complaint is not substantiated any Interim Measures will be lifted and the Respondent will be returned to full status. This does not preclude the Respondent being further investigated and/or sanctioned upon the introduction of new information or evidence. The Survivor may still access support services through the College.
40. The relevant Vice President or Associate Vice President will inform the Survivor and Person Accused/Respondent in writing of the outcome of the investigation with detail and rationale, up to what is permitted under individuals' privacy and confidentiality rights. The written decision will outline next steps and identify relevant actors attached to the next steps.

#### Responsive or Disciplinary Measures

41. Where the Respondent is a Student and is determined to have violated the Policy, responsive or disciplinary measures will be implemented by the Student Conduct and Judicial Affairs Officer in accordance with the Student Non-Academic conduct Policy and Procedures.
42. Where the Respondent is a College employee and is determined to have violated the Policy, responsive or disciplinary measures will be in accordance with the applicable terms and conditions of their employment or Collective Agreement.
43. Failure to abide by the imposed sanctions is considered to be a further violation of the Policy. Breach of sanctions may lead to the imposition of new or escalated sanctions up to and including suspension and expulsion, or termination, or measures as outlined in applicable Collective Agreements.

#### Right to Withdraw a Report

44. At any time in the process, the Survivor has the right to withdraw the Report without consequences to their College status and activities. However, the College may continue to act on the incident identified in the Report to comply with its legal obligations to prevent continuing harm or the endangerment of people under 19 years of age. In the event that the College is required by law to report the incident of Sexual Violence or Misconduct to legal authorities or outside governing bodies, the Survivor will be advised of this requirement.
45. A Survivor who withdraws a Report may still access the College's support services and any Accommodations put in place.
46. A Survivor may decide at any time to make amendments to their initial Report before a final decision has been made.

#### Appeals

47. A Respondent may appeal the imposition of a Responsive or Disciplinary Measure from the College.

48. Grounds for an appeal are limited to the following:
- a. The investigation lacked procedural fairness; or
  - b. There is relevant new information that was not available at the time the investigation took place and the decision was made and that may have influenced the outcome.
49. Where the Respondent is a Student, appeals to Disciplinary Measures must follow the appeal process outlined in the Student Non-Academic Conduct Policy and Procedures.
50. Where the Respondent is a College employee any disciplinary action taken as a result of Sexual Violence or Misconduct may be subject to grievance under the relevant Collective Agreement, or, where the College Member is not covered by a Collective Agreement, appealed to the President. Any decision by the President respecting an appeal under the Policy and these Procedures will be final.

#### Retaliations

51. The College will not tolerate any retaliation, directly or indirectly, or threats of retaliation against anyone who Discloses or Reports, or who participates in a process that responds to a Report. Members of the College community who are found to have engaged in such conduct will be subject to sanctions and/or discipline, up to and including Student suspension from the College or termination of employment.
52. No individual shall be penalized in any way for making a Disclosure or Report, or giving evidence in an investigation regarding a claim of Sexual Violence or Misconduct, unless the claim proves to be made in bad faith or is frivolous or vexatious.

#### Records, Confidentiality, and Privacy

53. The Department of Safety, Security, Risk and Privacy will maintain case records and confidential files of all reported incidents except for those involving employees.
54. People Services will maintain case records and confidential files of all reported incidents involving employees.
55. All records and correspondence pertaining to the investigation will be maintained in accordance with the College's Records Management Policy and Procedures.
56. The privacy of all College Members involved in any complaint of Sexual Violence or Misconduct will be protected to the furthest extent possible and in accordance with the *Freedom of Information and Protection of Privacy Act*.

#### **RELATED POLICY**

Refer to A.3.10 Sexual Violence and Misconduct Policy

## Appendix A Resources

### **Internal Support Resource List**

#### **VCC Counselling Services**

Free, confidential counselling services for VCC Students, offered both in-person or virtually, by phone or Zoom.

**Broadway Campus:** 1155 East Broadway Entrance, Building A, Level 4  
Monday, Tuesday, and Friday: 9 a.m. – 4 p.m.  
Wednesday: 12 p.m. – 7 p.m.  
Thursday: 10 a.m. – 4 p.m.

**Downtown Campus:** 250 West Pender Street Entrance, Level 1, Room 103  
Monday, Tuesday, Wednesday, and Friday: 9 a.m. – 4 p.m.  
Thursday: 10 a.m. – 4 p.m.

Ways to book an appointment:

Phone: 604.871.7000, option 2  
In person: Book through reception at one of our locations listed above.  
Online: <http://www.vcc.ca/services/services-for-students/counselling/>

Please note: If you are having difficulty finding availability online, please call and/or book in-person as there are often additional appointment options available. Moreover, if you require an urgent appointment, please let reception know and they will do their best to find you the most immediately available appointment time and counsellor.

#### **REES Community**

A secure and encrypted online resource to report sexual violence and misconduct to the College. Available for VCC students and employees.

Web: <http://www.reescommunity.com/campus>

#### **VCC Arbiter of Student Issues**

The Arbiter of Student Issues (ASI) recognizes the need to provide support to VCC students around disputes and complaints arising at VCC and relative to VCC policies. The ASI is a dedicated resource available to guide a student who finds themselves either at the centre of a complaint or lodging a complaint. The ASI is an impartial and neutral party in all complaint processes, with the ability to hear complaints, investigate them with all parties concerned, and offer informal and formal dispute resolution mechanisms to resolve the dispute.

**Broadway Campus:** Building A, Student Services Area, Room 4017  
Tuesday - Friday  
Email: [tmarks@vcc.ca](mailto:tmarks@vcc.ca)  
Phone: 604-871-7040

**Students' Union of VCC - Student Advocate**

The Students' Union of VCC Students' Advocate provides a safe, confidential and informal environment for students to discuss conflicts, complaints or disputes. The Students' Advocate can provide support and assistance with interpretations of VCC policies and procedures.

Broadway Campus: Building A, Room 2662  
604-871-7146  
Downtown Campus: Room 358  
604-871-7072  
Email: [advocacy@suvcc.ca](mailto:advocacy@suvcc.ca)  
Web: <http://suvcc.ca/>

**VCC Safety, Security, Risk and Privacy**

Helps students solve problems related to their safety and security. Conducts investigations in Sexual Violence or Misconduct.

Downtown Campus: Room 236  
Broadway Campus: Building A, Level 5, Room 5045b  
Phone: 604-443-8351  
Web: <http://www.vcc.ca/services-for-students/sexual-violence-support-services>

**VCC People Services**

Address: Building A, 5th Floor (Broadway Campus)  
Email: [hrcentral@vcc.ca](mailto:hrcentral@vcc.ca)  
Web: <http://www.vcc.ca/about/college-information/careers/contact-hr/>

**VCC Indigenous Education Community Engagement**

Address: Broadway Building B, Level 2, Room 2232  
Downtown, Level 1, Room 100M  
Email: [indigenous@vcc.ca](mailto:indigenous@vcc.ca)  
Web: <https://www.vcc.ca/services/services-for-students/indigenous-services/welcome/>

**Canadian Union of Public Employees Local 4627**

Web: <http://www.cupe4627.com/>  
Email: [cupe4627@cupe4627.com](mailto:cupe4627@cupe4627.com)  
Broadway Campus: Room 3304  
Phone: 604-871-7043  
Downtown Campus: Room 942

**Vancouver Community College Faculty Association**

Web: <http://vccfa.ca/>  
Email: [info@vccfa.ca](mailto:info@vccfa.ca)  
Phone: 604-688-6210  
Address: 401 – 402 West Pender Street Vancouver, BC V6B 1T6

**Morneau Shepell - Employee and Family Assistance Program**

24 hour line providing information and support to any work, health or life concern

Web: <https://www.workhealthlife.com/>

**External Support Resource List****Salal Rape Crisis Centre**

Salal offers free-of-charge anti-oppressive, decolonizing, intersectional feminist support to survivors of sexual violence. Services are open to women, trans, Two-Spirit, non-binary, and gender diverse people.

Web: [salalsvsc.ca](http://salalsvsc.ca)

24-hour Crisis Line: 604-255-6344

Toll-Free: 1-877-392-7583

Office Line: 604-255-6228 (public education requests or general questions about WAVAW)

**Battered Women's Support Services Society**

Services for self-identified women who have experienced relationship violence.

Web: <http://www.bwss.org>

Crisis & Counselling: 604-687-1867

Toll-Free: 1-855-687-1868

**Vancouver and Lower Mainland Multicultural Family Support Services Society (VLMFSS)**

Assistance for immigrant and visible minority women and their families who are experiencing family violence. Services offered in many different languages.

Web: <http://www.vlmfss.ca>

Email: [againstviolence@vlmfss.ca](mailto:againstviolence@vlmfss.ca)

Phone: 604-436-1025

**BC Society for Male Survivors of Sexual Abuse**

Support for self-identified men and boys who have been sexually assaulted.

Web: <http://bc-malesurvivors.com/>

Vancouver Phone: 604-682-6482

Surrey Phone: 778-222-6885

**Catherine White Holman Wellness Centre**

Free counselling, health services, and legal information for transgender and gender non-conforming people. Clinics are open on the second and fourth Sunday of every month.

Web: <http://www.cwhwc.com/>

Email: [contactus@cwhwc.com](mailto:contactus@cwhwc.com)

Phone: 604-442-4352

**Vancouver General Hospital**

Sexual Assault Service for sexual assault survivors of all genders, within the past seven days. Go to VGH Emergency Department and ask for the Sexual Assault Service. Nurses and doctors are on-call 24 hours a day. Care Card is not required.

Address: 920 10th Avenue West, Emergency Entrance

**YWCA of Metro Vancouver**

The Domestic Violence Outreach Worker provides one-to-one support and outreach in the Downtown Eastside, including safety planning for women who have experienced violence in a relationship.

Web: <http://www.ywcavan.org>  
Phone: 604-216-1653

**Legal Educator at YWCA**

Provides legal support to women and answers questions about legal issues.

Web: <http://www.ywcavan.org>  
Email: [avollans@ywcavan.org](mailto:avollans@ywcavan.org)  
Phone: 604-734-5517 ext. 2235

**VictimLINK**

24-hour service, in many different languages providing information, crisis support, and referrals to all victims of crime.

Web: <http://www.victimlinkbc.ca>  
Email: [VictimLinkBC@bc211.ca](mailto:VictimLinkBC@bc211.ca)  
Toll-Free 1-800-563-0808  
Text message: 604-836-6381  
TTY (for Deaf & hard-of-hearing people): 604-875-0885

**Deaf, Hard of Hearing & Deaf-Blind Well-Being Program**

The Well-Being Program provides mental health services for Deaf, Hard of Hearing & Deaf-Blind people throughout the province of BC.

Web: [deafwellbeing.vch.ca](http://deafwellbeing.vch.ca)  
Voice: 778-819-0951  
Text: 778-987-4174  
TTY: 604-456-0901  
Email: [wellbeing.staff@vch.ca](mailto:wellbeing.staff@vch.ca)

## Procedures

## General

1. VCC acknowledges ~~understands~~ it can be difficult to talk about Sexual Violence or Misconduct and respects the rights of Survivors to choose whether to Disclose and/or Report an incident of Sexual Violence or Misconduct, but encourages survivors to do one or both to enable the College to provide support.
2. A College Member who has experienced Sexual Violence or Misconduct has the right to:
  - a. Be treated with dignity and respect;
  - b. Have their privacy respected and protected, within the reasonable limits of confidentiality;
  - c. Be informed about on and off campus services and resources;
  - d. Access available services and to choose those services felt to be most beneficial;
  - e. Decide whether or not to Disclose, make a Report to VCC, and/or to contact police;
  - f. Have reasonable actions taken to prevent further unwanted contact with the other person(s) involved in the incident;
  - g. Receive clear and transparent information throughout the process;
  - h. Be accompanied by a support person throughout the process.
3. College Members who are accused of Sexual Violence or Misconduct have the right to:
  - a. Be treated with dignity and respect;
  - b. Have their privacy respected and protected, within the reasonable limits of confidentiality;
  - c. Be informed about on- and off-campus services and resources;
  - d. Access available services and to choose those services felt to be most beneficial;
  - e. Receive clear and transparent information throughout the ~~entire~~ process;
  - f. Be accompanied by a support person throughout the ~~entire~~ process.

Immediate Assistance and Options for Survivors

4. The College encourages, but does not require, individuals impacted by Sexual Violence or Misconduct to seek immediate assistance from a medical service provider, the police, VCC's Counselling Services, People Services, ~~Human Resources~~, the Department of Safety, Security, Risk and Privacy, ~~Risk Management~~, and/or community resources.
5. In addition to disclosing Sexual Violence or Misconduct to a College Member, Survivors are entitled to choose any one of the following College processes, but may not pursue more than one College option concurrently. Their options include:
  - a. Making a Report to the College;
  - b. Filing a grievance under an applicable collective agreement;
  - c. Filing a complaint under ~~Policy A-3.1~~ Prevention of Harassment, Discrimination, and Bullying Policy 201, ~~Bullying~~;
6. Survivors may report their allegations through the criminal justice system by contacting the police. If an individual chooses to do so, VCC's Department of Safety, Security, Risk and Privacy, ~~Risk Management~~ can assist with making a Report. The College will lawfully cooperate with any criminal investigation. The College's investigation process is distinct and separate from the criminal justice system. As such, the College will conduct its own investigation concurrently to law enforcement's investigation at the request of the survivor.

**PROCEDURES FOR DISCLOSING AND REPORTING SEXUAL VIOLENCE OR MISCONDUCT**Disclosures and Reports

7. An individual who has experienced Sexual Violence or Misconduct has the option to make a Disclosure or to file a Report. A Disclosure is when a survivor shares information of an incident to a College Member. This does not trigger an investigation, but allows the College Member to provide support and resources to the survivor in confidence. A Report is a formal statement which initiates an investigation by the College into an incident of Sexual Violence or Misconduct

8. While there is no time limit to an individual Disclosing or Reporting Sexual Violence or Misconduct or accessing support, the College may not have jurisdiction to investigate a Report if the parties involved are no longer affiliated with the College or the lapse of time may make it impossible to investigate.

#### Disclosing Sexual Violence or Misconduct

9. A Survivor may choose to Disclose an incident of Sexual Violence or Misconduct to any College Member, including but not limited to a Faculty Member, a staff member from Counselling, Disability Services, ~~People Human Resources, Student Services~~, Student Services, Campus Security, Indigenous Education and Community Engagement (IECE), or the Students' Union of VCC (SUVCC).
10. A Survivor or a witness may make an anonymous Disclosure through the College's secure and encrypted online reporting system which is accessible in the Appendix to this policy and through the website for VCC's Department of Safety, Security, Risk and Privacy.
11. A Survivor of Sexual Violence or Misconduct usually makes a Disclosure when they need emotional support from a person they trust. It is not the role of the person who receives the Disclosure to initiate an investigation or implement any accommodations. If College Members receive a Disclosure of Sexual Violence or Misconduct, they should:
- focus on listening, giving support, and connecting the Survivor with resources to meet their immediate needs (e.g. connecting the Survivor with VCC Counselling if they have been given clear and express consent to do so);
  - recognize that experiencing and Disclosing Sexual Violence or Misconduct can be traumatic and the ability to recall the events may be impaired; ~~limited~~;
  - advise Survivors of the Policy and these Procedures, including the additional resource options referenced in Appendix A;
  - respect the Survivor's right to choose the services they feel are most appropriate and to decide whether to Report to the College and/or contact police; and
  - except as provided in paragraph ~~12 11~~ below, not disclose information to others or report the incident to the police or VCC Safety, Security, Risk and Privacy Risk Management without the express consent of the Survivor.
12. To the greatest extent possible, VCC will respect a Survivor's choice not to make a Report and will keep the Disclosure confidential. Information will be shared with the College strictly on a 'need-to-know' basis. The Survivor's wishes and confidentiality will be prioritized. However, in certain circumstances, VCC may be permitted or required to disclose information it receives, including but not limited to, when:
- A person is judged to be at imminent risk of self-harm or of harming another College Member;
  - There is judged to be an imminent risk of harm to the College community and/or the broader community through continued Sexual Violence or Misconduct;
  - Disclosure is otherwise required by law, including but not limited to when:
    - the disclosure involves sexual harassment in the workplace and is required under the BC Workers' Compensation Act; or
    - a person under 19 years of age is endangered.
  - Evidence of Sexual Violence or Misconduct is available in the public domain (e.g., videos/images shared publicly).
13. In the circumstances described above, VCC may do one or both of the following:
- Initiate an investigation in which case the individual who Disclosed may choose not to participate in the investigation; and or
  - Notify third parties, such as the police, WorkSafeBC, or child protection authorities.
14. College Members who receive a Disclosure should provide a compassionate, respectful, and reassuring response to a Survivor who chooses to Disclose. The most important thing to do for the Survivor is to be there in a supportive capacity. College Members who require support about how to respond to a Disclosure may consult with ~~contact~~ the Department of Safety, Security, Risk and Privacy Risk Management. The Survivor's confidentiality and privacy must be maintained and no identifying features should be disclosed during this consultation.

#### Reporting Sexual Violence or Misconduct

15. Anyone who experiences or witnesses Sexual Violence or Misconduct may Report it to the College, law enforcement, or both.

16. An anonymous Report, or a Report made by a witness to Sexual Violence or Misconduct, must follow these Reporting procedures. These Reports will be included in the College's records and will inform campus safety efforts. The College may be unable to conduct an investigation if the Survivor does not wish to participate in the process.

#### *VCC Internal Report and Investigation*

17. College Members who wish to make a Report of Sexual Violence or Misconduct must contact the Department of Safety, Security, Risk and Privacy. ~~Risk-Management~~. Reports can be made in person, through phone or email, or through the College's secure and encrypted online reporting system.
18. Survivors may request assistance from a support person in Reporting Sexual ~~Violence Misconduct~~ or Misconduct. ~~Violence~~. Individuals may elect the support person of their choice, regardless of whether they have a relationship with the College and so long as this role does not place the support person in a conflict of interest.
19. The College will respond promptly to all Reports of Sexual Violence or Misconduct made under this policy. The ~~College aims~~ Department of Safety, Security, and Risk Management will respond to acknowledge the receipt of a filed Report the same day a Report is made, and no later than one business day after the Report is made. ~~of Sexual Violence or Misconduct by:~~ Any investigation resulting from a Report will be conducted in as timely a manner as possible.
20. The Department of Safety, Security, Risk and Privacy will respond to a filed Report of Sexual Violence or Misconduct by:
- Conducting an initial review of the allegation, in collaboration with People Services ~~if Human Resources~~ as required, to determine whether the incident falls within the scope of the Policy, and if ~~if~~ so, to coordinate and oversee any internal investigation. If the allegation does not fall within the scope of this Policy, the Department of Safety, Security, Risk and Privacy. ~~Risk-Management~~ may refer the Complainant to a more relevant policy and/or Collective Agreement process for their complaint;
  - If applicable, and with the consent of the Survivor, overseeing and coordinating any investigation with law enforcement;
  - If necessary, conducting a risk assessment; and
  - As necessary, ensuring appropriate Interim Measures are taken and Accommodations are put in place.

#### Interim Measures and Accommodations

21. Where appropriate to do so, the College may put Interim Measures and/or Accommodations into place pending the disposition of the complaint. All such measures are to be non-punitive in nature. Where the complaint involves employees of the College, any Accommodations or Interim Measures will be in accordance with the relevant Collective Agreement.
22. Interim Measures and Accommodations seek to protect the safety of all parties involved and to protect the integrity of the investigation process. The need for Interim Measures will be determined on a case-by-case basis by the appropriate College authority taking into account the nature of the allegations and the circumstances of each situation.
23. The provision of Accommodations and/or use of Interim Measures in no way determine the Respondent's culpability. Any Interim Measures implemented will be designed to have the least disruptive impact on the Respondent.
24. If the Survivor chooses not to file a Report, the College may, if requested by the Survivor, put Accommodations in place that support their peace and wellbeing. No interim measures shall be placed on the Person Accused without a formal Report.
25. Interim Measures may include:
- Alteration of the academic schedule of any Student involved in the Report;
  - A No-Contact requirement;
  - Restricting a Respondent's access to some College facilities;
  - Temporary, non-disciplinary leave of a Respondent;

- e. Involuntary withdrawal; and
  - f. Any other Interim Measures as may be determined by the College.
26. Accommodations may include:
- a. Alteration of the academic schedule of any Student involved in the Report;
  - b. Academic or workplace accommodations;
  - c. Assignment extensions;
  - d. Withdrawal from courses without penalty;
  - e. Offering distance learning where possible;
  - f. Any other Accommodations as may be determined by the College.
27. When the incident involves police or other internal or external investigations, Interim Measures may remain in effect until all relevant investigations are concluded.

#### Internal Investigation Procedures

28. All College investigations will uphold the principles of Procedural Fairness and Natural Justice, and protect the rights of both the Survivor and the Person Accused/Respondent. Any determinations are based on a Balance of Probabilities.
29. If the Person Accused/Respondent is a Student, the investigator will be a delegate of the Associate Vice President, Student and Enrollment Services (AVP), Academic. The investigator is usually a member of the Department of Safety, Security, Risk and Privacy, Risk Management.
30. If the Person Accused/Respondent is a College employee or Board member, the investigator will be a delegate of the Vice President, People Services, and Culture. At their discretion, People Services may elect to use an external investigator.
31. An investigation of a Report will commence as soon as reasonably possible following receipt of a Report.
32. The Survivor and the Person Accused may have an advisor, advocate, union representative, or support person present during the investigation process. A support person's role is to provide emotional support. A support person, other than an advocate, may not act instead of a Complainant, Respondent, or witness. Information must come directly from the Complainant, Respondent, or witness.
33. Indigenous students are encouraged to access the IECE department for support during an investigation or incorporate Indigenous practices into the investigation process, including but not limited to: elder blessings, smudging ceremonies, or practices specific to their Nation that bring peace and understanding.
34. The Investigator will determine an appropriate process for the investigation, which may include reviewing relevant documents, obtaining written submissions, or meeting with the Survivor and the Respondent and any witnesses deemed to be relevant by the Investigator.
35. In the course of the investigation, the Person Accused/Respondent will be provided details of all relevant information, data, and evidence regarding the accusation(s) made against them including the name of the Survivor, all relevant information, data, and evidence regarding the complaint and will be given an opportunity to respond in full. The Person Accused investigator will ~~prepare a confidential report that will~~ be referred provided to relevant College resources to assist them in responding to the Report.
36. ~~Vice President, Academic (if the Survivor or Person Accused/Respondent is a Student), the Vice President, People and Culture (if the Survivor or Person Accused/Respondent is an Employee), or the Board Chair (if the Survivor or Person Accused/Respondent is a Board Member), and will normally include the following:~~ At no time during the investigation or any appeal process will the Survivor be required to be present at the same time and place as the Person Accused/Respondent.
37. The investigator will prepare a confidential report that will be provided to the Associate Vice President, Student and Enrollment Services (if the Survivor or Person Accused/Respondent is a Student), the Vice President, People Services (if the Survivor or Person Accused/Respondent is an Employee), or the Board Chair (if the Survivor or Person Accused/Respondent is a Board Member or the VCC President), and will normally include the following:
- a. Findings of fact;
  - b. An initial finding as to whether, on a Balance of Probabilities, Sexual Violence or Misconduct has

- occurred;
- c. Where applicable, an initial finding as to whether the complaint is frivolous or vexatious;
  - d. Recommendations including any remedial steps to assist in better ensuring a work and learning environment free from Sexual Violence or Misconduct; and
  - e. Recommendations regarding responsive action, including disciplinary measures if any.
38. The relevant appropriate Vice President or Associate Vice President will make a determination based on the investigator's report and the Balance of Probabilities as to whether or ~~or~~ not Sexual Violence or ~~or~~ Misconduct has occurred. If the complaint is substantiated the College may impose sanctions that are both disciplinary and/or non-disciplinary in nature and which provide a safe environment for the Survivor and College community at large, taking into account relevant policies and procedures and Collective Agreement requirements including:
- a. Conditions on the exercise of any College privilege;
  - b. Immediate suspension of any College privilege;
  - c. Taking the necessary action to remove the Respondent from campus; and
  - d. Taking any other action deemed appropriate in the circumstances, up to and including termination of employment, suspension or expulsion.
39. If the complaint is not substantiated any Interim Measures will be lifted and the Respondent will be returned to full status. This does not preclude the Respondent being further investigated and/or sanctioned upon the introduction of new information or evidence. The Survivor may still access support services through the College.
40. The relevant Vice President or Associate Vice President ~~their Delegate~~ will inform the Survivor and Person Accused/Respondent in writing of the outcome of the investigation with detail and rationale, detail, up to what is permitted under individuals' privacy and ~~and~~ confidentiality rights. The written decision will outline next steps and identify relevant actors attached to the next steps.

#### Responsive or Disciplinary Measures

41. Where the Respondent is a Student and is determined to have violated the Policy, responsive or disciplinary measures will be implemented by in accordance with the Student ~~Code of Conduct (Non-Educational) Policy~~ and Judicial Affairs Officer in accordance with the Student Non-Academic Conduct Policy and Procedures.
42. Where the Respondent is a College employee and is determined to have violated the Policy, responsive or disciplinary measures will be in accordance with the applicable terms and conditions of their employment or Collective Agreement.
43. Failure to abide by the imposed sanctions is considered to be a further violation of the Policy. Breach of sanctions may lead to the imposition of new or escalated sanctions up to and including suspension and expulsion, or termination, or measures as outlined in applicable Collective Agreements.

#### Right to Withdraw a Report

44. At any time in the process, the Survivor has the right to withdraw the Report without consequences to their College status and activities. However, the College may continue to act on the incident identified in the Report to comply with its legal obligations to prevent continuing harm or the endangerment of people under 19 years of age. In the event that the College is required by law to report the incident of Sexual Violence or Misconduct to legal authorities or outside governing bodies, the Survivor will be advised of this requirement.
45. A Survivor who withdraws a Report may still access the College's support services and any Accommodations put in place.
46. A Survivor may decide at any time to make amendments to their initial Report before a final decision has been made.

#### Appeals

47. A Respondent may appeal the imposition of a Responsive or Disciplinary Measure from the College.
48. Grounds for an appeal are limited to the following:
  - a. The investigation lacked procedural fairness; or
  - b. There is relevant new information that was not available at the time the investigation took place and the decision was made and that may have influenced the outcome.

49. Where the Respondent is a Student, appeals to Disciplinary Measures must follow the appeal process outlined in the Student Non-Academic Code of Conduct (~~Non-Educational Matters~~) Policy and Procedures.
50. Where the Respondent is a College employee any disciplinary action taken as a result of Sexual Violence or Misconduct may be subject to grievance under the relevant Collective Agreement, or, where the College Member is not covered by a Collective Agreement, appealed to the President. Any decision by the President respecting an appeal under the Policy and these Procedures will be final.

#### Retaliations

51. The College will not tolerate any retaliation, directly or indirectly, or threats of retaliation against anyone who Discloses or Reports, or who participates in a process that responds to a Report. Members of the College community who are found to have engaged in such conduct will be subject to sanctions and/or discipline, up to and including Student suspension from the College or termination of employment.
52. No individual shall be penalized in any way for making a Disclosure or Report, or giving evidence in an investigation regarding a claim of Sexual Violence or Misconduct, unless the claim proves to be made in bad faith or is frivolous or vexatious.

#### Records, Confidentiality, and Privacy

53. The Department of Safety, Security, Risk and Privacy Risk Management will maintain case records and confidential files of all reported incidents except for those involving employees. ~~students~~.
54. People Services Human Resources will maintain case records and confidential files of all reported incidents involving employees.
55. All records and correspondence pertaining to the investigation will be maintained in accordance with the College's Records Management Policy and Procedures.
56. The privacy of all College Members involved in any complaint of Sexual Violence or Misconduct will be protected to the furthest extent possible and in accordance with the Freedom of Information and Protection of Privacy Act.

#### Definitions

<b>Term</b>	<b>Description</b>
Accommodation	the provision by the College of reasonable and appropriate academic, workplace or other measures that: <ul style="list-style-type: none"> <li>- are provided to a member of the College Community affected by Sexual Violence or Misconduct;</li> <li>- are designed to meet that person's needs resulting from an incident of Sexual Violence or Misconduct; and</li> </ul> do not infringe on the rights of others. Examples of academic accommodation in teaching or evaluation procedures may include providing an extension on an assignment, deferring an exam, authorizing withdrawal from a class without penalty or allowing continuing studies from <u>home if appropriate</u> . <del>home</del> .
<u>Advisor</u>	<u>An individual with knowledge of College policies and principles who provides guidance on College procedures to either a Survivor or a Person Accused. An advisor may be the Arbiter of Student Issues, a CUPE or VCCFA representative, or People Services representative.</u>
Balance of probabilities	The standard of proof upon which a decision is based indicating that one accounting of facts is more likely to have occurred than another when a Report of Sexual Violence or Misconduct is made.
College Member	<u>All</u> <del>Refers to all</del> current VCC Students, Employees, and Board members.

College-Related Activity	<p><del>An includes an</del> activity <del>occurring conducted</del> on College <del>property, at College sanctioned events, property</del> or under the authority of the <del>College at College at</del> another location. The activity <del>in question and persons involved</del> must have a real and substantial connection to the College, <del>College activities</del> or College-related functions, whether <del>it or not the conduct</del> occurs on <del>campus, at an external location, or online. College property.</del></p>
Complainant	An individual who experiences an alleged incident of Sexual Violence or Misconduct, and seeks resolution, support, or assistance through this Policy and associated Procedures.
Consent	<p>An active, voluntary, conscious, and ongoing choice and agreement between people to engage in sexual activity. It is the responsibility of the person initiating or pursuing sexual activity to obtain consent at all stages of sexual engagement. More specifically, consent:</p> <ul style="list-style-type: none"> <li>Is explicit and freely given. It cannot be assumed or based on a perception that it was implied;</li> <li>Cannot be given by someone who is incapacitated (by drugs and/or alcohol), asleep, unconscious, or otherwise incapable of providing consent; Can be withdrawn at any time, regardless of whatever other sexual activities have taken place;</li> <li>Can never be obtained through threats, intimidation, coercion, or other pressure tactics;</li> <li>Cannot be obtained if someone abuses a position of trust, power or authority; and</li> <li>Cannot be assumed from previous consent to the same or similar activities.</li> </ul>
Disclose, Disclosure, or Disclosing	The sharing of information by a College Member regarding an incident of Sexual Violence or Misconduct with another College Member. A Disclosure does not initiate an investigation unless a Report is made.
Employee	An individual who is currently employed by VCC on a full-time, part-time, permanent, temporary, term, casual or contract basis.
Interim Measures	The temporary provisions that may be placed on a Person Accused of Sexual Violence or Misconduct by the College. Interim Measures are designed to limit contact between the Complainant and Respondent while an investigation is conducted, and are not intended to be punitive in nature.
Investigation	The formal process carried out by the College to examine and verify the events described in a Report, as set out in the Procedures.
Person Accused/Respondent	The individual who is alleged to be responsible for <u>causing harm by</u> committing Sexual Violence or Misconduct in a Disclosure or Report.
Procedural Fairness and Natural Justice	<p>The principles ensuring that a dispute is fairly decided. If a Report is made both the Complainant and Respondent(s) have equal rights to the <u>following</u>:</p> <ul style="list-style-type: none"> <li><del>a. following, in accordance with applicable law:</del></li> <li><del>Notice;</del></li> <li><del>Disclosure;</del></li> <li><del>An opportunity to present one's case; An opportunity to respond;</del></li> <li><del>An advocate</del></li> <li><del>Have all relevant information considered; Legitimate expectations;</del></li> <li><del>An impartial and unbiased decision maker;</del></li> <li><del>A sufficiently detailed, reasoned and timely decision; and A fair and timely process.</del> <u>Notice;</u></li> <li><u>b. Disclosure;</u></li> <li><u>c. An opportunity to present one's case;</u></li> <li><u>d. An opportunity to respond;</u></li> <li><u>e. An advocate</u></li> <li><u>f. Have all relevant information considered;</u></li> <li><u>g. Legitimate expectations;</u></li> <li><u>h. An impartial and unbiased decision maker;</u></li> <li><u>i. A sufficiently detailed, reasoned, timely and written decision; and</u></li> <li><u>j. A reasonable and timely process.</u></li> </ul>
Report or Reporting	Making a formal statement to the Director of Safety, <u>Security, Security and Risk and Privacy, Management,</u> or their designate, regarding an incident of Sexual Violence or Misconduct with the intention of initiating an investigation.

Sexual Misconduct	<p>For the purpose of this Policy, Sexual Misconduct or sexual violence is behaviour, or action, and/or a continuum of behaviour and/or action that includes, but is not limited to:</p> <p>Sexual Assault: Any non-consensual or unwanted sexual contact, including but not limited to, oral contact (kissing), touching, genital contact, tampering with contraceptives, penetration, and/or any threatening behavior that gives a person reasonable cause to believe that they are at risk of any kind of sexual violence.</p> <p>Sexual Exploitation: Touching, directly or indirectly, with a part of the body or with an object, any part of the body of a young person for a sexual purpose. Or inviting, counselling, or inciting a young person to touch, directly or indirectly, with a part of the body or with an object, the body of another person.</p> <p>Sexual Harassment: Conduct of a sexual nature by a person who knows or ought reasonably to know that such behavior is unwanted or unwelcome, which leads to or implies employment or academic consequences of the person harassed, interferes with a person's participation in a College Related Activity, or creates an intimidating, hostile or offensive working or educational environment. Examples of sexual harassment include, but are not limited to:</p> <p>Demanding a hug, <u>kiss</u>, date or sexual contact;</p> <p>Unwanted touching or demanding/asking to be touched;</p> <p>Use of derogatory language, sex-specific derogatory names, and/or comments related to a person's sexual appearance, characteristics or behavior;</p> <p>Sexual jokes, including jokes or material circulated by email; Spreading sexual rumours;</p> <p>Bragging about sexual prowess;</p> <p>Distributing and/or displaying sexually explicit images of self or others to a person who has not consented to being a recipient of the images; Unwanted questions about sexual history.</p> <p>Stalking: Actions by a person that cause another person to reasonably fear for their safety or the safety of anyone known to them. Stalking consists of a person:</p> <p>Repeatedly following another person or anyone known by that other person from place to place;</p> <p>Repeatedly communicating directly or indirectly with another person or anyone known by that other person;</p> <p><u>Cyber stalking</u>;</p> <p>Watching another person's home, commute, work location, classroom locations, or anywhere else a person known by that other person happens to be; and/or</p> <p>Engaging in threatening conduct directed at another person or any member of that person's family.</p> <p>Indecent Exposure: The non-consensual exposure of one's genitals to another person for a sexual purpose.</p> <p>Voyeurism: The surreptitious observation or recording of a person who is in circumstances that give them a reasonable expectation of privacy, where the person could reasonably be expected to be nude or engaging in sexual activity; or where the observation or recording is done for a sexual purpose. Coercion: Unreasonable and persistent pressure for sexual activity. The use of emotional manipulation, blackmail, threats to the Survivor (including those to family, friends, or pets), or the promise of rewards or special treatment, to persuade someone to do something they do not wish to do. The <u>sharing distribution of a sexually explicit materials, including but not limited photograph or video of a person to photos, videos one or more persons other than the person in the photograph or video without the consent of the person in the photograph or video and audio recording, either authentic or computer generated, without the consent of the individual(s) depicted.</u></p> <p><u>The with the intent to distress the person in the photograph or video. The attempt to commit an act of Sexual Violence or Misconduct.</u></p> <p>The threat to commit an act of Sexual Violence or Misconduct.</p>
Student	<p>A person who is registered in a full-time or part-time credit or non-credit course offered by VCC. Persons are still considered a student if they withdraw after allegedly violating the Student <u>Non-Academic Code of Conduct Policy</u> or have been subject to involuntary withdrawal. Those who are not officially enrolled for a particular term but who have a continuing relationship with VCC or who have been notified of their acceptance for admission are also considered students.</p>

Vexatious Report	A Report is considered vexatious when it is possible to demonstrate that the Report is without basis and that it was made with an intention to cause annoyance, embarrassment, or distress.
Survivor	A member of the College community who has experienced Sexual Violence or Misconduct. Survivors who choose to Report may also be referred to as Complainants.

## Related VCC Policies

VCC Policies	Policy Number
Appropriate and Responsible Use of Educational and Information Technology	<del>505</del> <del>B.5.2</del>
Freedom of Information and Protection of Privacy	<del>501</del> <del>A.3.3</del>
Off-Campus Activity Involving Students	<del>415</del> <del>C.3.7</del>
Prevention of Harassment, Discrimination, and Bullying	<del>201</del> <del>A.3.1</del>
Standards of Employee Conduct & Conflict of Interest	<del>202</del> <del>A.3.3</del>
Student Appeal of Suspension to Board of Governors	<del>320</del> <del>A.1.2</del>
Student Non-Academic Conduct	<del>324</del> <del>D.4.3</del>
Violence Prevention	<del>211</del> <del>A.3.8</del>
Whistleblower	<del>203</del> <del>B.2.19</del>

## Related Resources

LegislationCriminal Code, RSC 1985, c C-46Freedom of Information and Protection of Privacy Act, RSBC 1996, c 165 Human Rights Code, RSBC 1996, c 210Sexual Violence and Misconduct Policy Act, SBC 2016, c 23Workers Compensation Act, RSBC 2019, c 1Occupational Health & Safety Regulation Part 4~~Legislation Criminal Code of Canada Freedom of Information and Protection of Privacy Act Human Rights Code Sexual Violence and Misconduct Policy Act (Bill 23 — 2016) Workers' Compensation Act; Occupational Health & Safety Regulation Part 4~~

Are there appendices for this policy?

YesLink to Appendices: [Appendix A: Sexual Violence and Misconduct Resources](#)**Rationale and Additional Information**Under the *Sexual Violence and Misconduct Policy Act* our policy and procedures must be reviewed every three years.

After consultations with students and other groups, the recommended changes have been made.

Update numbering.



## DECISION NOTE

**PREPARED FOR:** Board of Governors

**DATE:** November 22, 2023

**ISSUE:** **RECOMMENDATION FOR APPROVAL:**  
Revisions to D.3.11 Transfer Credit Policy & Procedures

### BACKGROUND:

The policy was last updated in 2017 and underwent a scheduled full review. Revisions were made in alignment with related recently updated policies, including C.1.3 Granting of Credentials and D.3.5 Prior Learning Assessment and Recognition (PLAR).

Revisions focused on clarifying language and definitions, as well as clearly outlining the transfer credit process and documentation requirements for students. A College-wide standard deadline for transfer credit was established, with some discretion for departments. The residency requirement (percentage of credits students need to complete at VCC to qualify for a VCC credential) was increased from 25% to 35%, matching the requirement in the revised Granting of Credentials policy.

While the policy outlines general principles, program content guides (PCGs) may stipulate more specific requirements or limitations around transfer credit. In addition, international students need to consult International Education, since transfer credit (like PLAR) may impact full-time status and consequently work permits, financial aid, and awards.

A key change from the governance aspect is the inclusion of a new principle related to delegation of authority to the Registrar's Office. The College & Institute Act Section 25(1) stipulates the joint role of Education Council and the Board of Governors in determining internal and external course, credit, and program equivalencies. In practice, the authority to direct the evaluation of transfer credit requests that do not fall under policy C.3.10 Educational Affiliations is delegated to the Registrar's Office, and an explicit principle to this effect was included (new principle #3).

### DISCUSSION:

The policy and procedures were reviewed by Education Policy Committee, and requested edits were completed, most notably the inclusion of new principle #3 delegating some authority from Education Council and the Board of Governors to the Registrar's Office.

The policy was posted for college feedback; no substantive feedback was received.

The policy requires joint approval by Education Council and the Board of Governors. EdCo approved revisions on November 14, 2023 and Governance Committee on November 15, 2023.

**RECOMMENDATION (pending Education Council approval):**

THAT, on the recommendation of the Governance Committee, and as approved by Education Council, the Board of Governors approve revisions to D.3.11 Transfer Credit policy and procedures.

**ATTACHMENTS:**

Appendix A: D.3.11 Transfer Credit Policy (Clean copy)  
Appendix B: D.3.11 Transfer Credit Policy (Tracked copy)  
Appendix C: D.3.11 Transfer Credit Procedures (Clean copy)  
Appendix D: D.3.11 Transfer Credit Procedures (Tracked copy)

**PREPARED BY:**

David Wells, VP Academic & Research  
Natasha Mandryk, Education Council Chair



## APPENDIX A Clean DRAFT

### POLICY

Title	<b>Transfer Credit</b>
Policy No.	D.3.11
Approval Body	Board of Governors and Education Council (jointly)
Policy Sponsor	Vice President, Academic & Research
Next Scheduled Review Date	
Effective Date	DRAFT: November 22, 2023

#### CONTEXT AND PURPOSE

Vancouver Community College (VCC; the College) recognizes that students may have successfully completed course work at another formally recognized educational institution by recognized foreign credential assessment and/or by formal recognition of course equivalency in a VCC approved course outside the program area. Credit for such learning will be formally acknowledged and noted on a student's official academic record.

#### SCOPE AND LIMITS

Under the College & Institute Act Section 25(1) joint approval of the Board of Governors and the Education Council is required concerning the following matters: curriculum evaluation for determining whether courses or programs, or course credit, from another institution, university or other body are equivalent to courses or programs or course credits, at the institution, or if courses or programs, or course credits from one part of the institution are equivalent to courses or programs or course credit in another part of the institution.

This policy applies to all prospective and current VCC students requesting equivalency of completed course work.

#### STATEMENT OF POLICY PRINCIPLES

1. VCC will, when requested by a student and in accordance with established articulation agreements and/or affiliation agreements and/or foreign credential assessment and/or approved course equivalency in a VCC course outside the program area, grant credit for a course successfully completed.
2. Students must receive a passing grade, as equated to the official College grading system, for a course to be considered eligible for transfer and applicable towards the requirements for a College credential. Some programs may require a higher grade than a Pass grade. Where programs establish a higher minimum grade for transfer credit, students will follow the College-approved program guidelines.
3. The Board of Governors and Education Council delegate authority to the Registrar to direct the evaluation of transfer credit requests that do not fall under policy C.3.10 Educational Affiliations.

4. The College will be guided by the Principles and Guidelines for Transfer endorsed by the British Columbia Council on Admissions & Transfer (BCCAT).
5. Transfer credit in combination with PLAR will not exceed a maximum of 65% of the total credits of a College credential/program. Individual programs may set lower maximum standards. Where programs establish a lower maximum percentage for transfer credit and PLAR, students will follow the College-approved program guidelines.
6. The awarding of transfer credit(s) may impact a student's course load, time to program completion, full-time program status, and eligibility for financial support, scholarships and awards. Students are strongly advised to contact Financial Aid and Awards prior to submitting a request for transfer credit. International students are strongly advised to contact the Centre for International Education prior to submitting a request for transfer credit.
7. Courses transferred from another institution are not included in the calculation of the institutional grade point average (GPA). However, the transfer of credits and the transfer of GPA become part of the student's permanent record at VCC.
8. Currency of the subject matter is taken into account when awarding transfer credit, and decisions will be processed on an individual basis. Coursework completed ten (10) or more years prior is not automatically awarded transfer credit. Program specific limits on the currency of transfer credits may also apply.
9. Transfer credit used towards a VCC credential must fall within the same credential maximum duration timelines as per VCC Policy C.1.3 Granting of Credentials or the maximum duration timelines approved by Education Council for that credential/program.

## DEFINITIONS

**BC Transfer Guide:** An online list of courses where transfer agreements have been established between post-secondary institutions, both in and outside of BC.

**Block Transfer Credit:** The granting of a block of credits for the completion of a group of courses or certificate or diploma, which is recognized by the receiving institution, and which can be related in a meaningful way to part of a program.

**Certified Translation:** Where English is not the official language of instruction, a certified literal English translation of the transcript and course outlines/syllabi sent by the issuing institution or by a certified translator is required.

**Course Outline:** A curriculum document that contains the essential features of a course, such as: course name and number, credits and hours, course description, prerequisites, course learning outcomes, instructional strategies, and student evaluation methods.

**Official Transcript:** To be considered official, transcripts must be in official university envelopes, sealed and endorsed by the issuing institution or sent via secure electronic delivery by the issuing institution.

Prior Learning Assessment and Recognition (PLAR): A structured method of assessing an individual's prior learning or experience to award formal credit. Refer to VCC Policy D.3.5 Prior Learning Assessment and Recognition.

Program Content Guide: A curriculum document that contains the essential features of a program of study, such as: program name, purpose, number of credits, duration, program learning outcomes, admission requirements, grading system, course list, instructional strategies, evaluation of student learning, and the credential received upon completion.

Syllabus: A document that informs students of the basic elements of a course including topics covered, weekly schedule, list of tests, assignments and readings.

Transfer Credit: The granting of credit for a course successfully completed at another formally recognized educational institution, by recognized foreign credential assessment, and/or by formal recognition of course equivalency in a VCC-approved course outside the program area. Credit for such learning will be formally acknowledged and noted on a student's official transcript.

## **RELATED LEGISLATION & POLICIES**

### Legislation

College and Institute Act, RSBC 1996, c 52

### Policies

- C.1.1 Grading, Progression and Withdrawal
- C.1.3 Granting of Credentials
- D.3.5 Prior Learning Assessment & Recognition
- D.3.6 Admissions
  - D.3.6.1 Flexible Admissions
- D.3.10 Indigenous Education Enrolment
- D.4.1 Students with Disabilities

## **RELATED PROCEDURES**

Refer to D.3.11 Transfer Credit Procedures



## APPENDIX B Tracked DRAFT

### POLICY

Title	<b>Transfer Credit</b>
Policy No.	D.3.11
Approval Body	Board of Governors and Education Council (jointly)
Policy Sponsor	Vice President, Academic & Research
Last Revised/Replaces	
Effective Date	DRAFT: November 22, 2023

#### CONTEXT AND PURPOSE

Vancouver Community College (VCC; the College) recognizes that students may have successfully completed course work at another formally recognized educational institution ~~and/or through a professional organization or other agency and/or~~ by recognized foreign credential assessment and/or by formal recognition of course equivalency in a VCC approved course outside the program area. Credit for such learning will be formally acknowledged and noted on a student's ~~official academic formal record transcript.~~ [official academic formal record transcript.](#)

#### SCOPE AND LIMITS

Under the College & Institute Act Section 25(1) joint approval of the Board of Governors and the Education Council is required concerning the following matters: curriculum evaluation for determining whether courses or programs, or course credit, from another institution, university or other body are equivalent to courses or programs or course credits, at the institution, or if courses or programs, or course credits from one part of the institution are equivalent to courses or programs or course credit in another part of the institution.

This policy applies to all ~~prospective and current current or prospective~~ VCC students requesting equivalency of completed course work.

#### STATEMENT OF POLICY PRINCIPLES

- VCC will, when requested by a student and in accordance with established articulation agreements and/or affiliation agreements and/or foreign credential assessment and/or approved course equivalency in a VCC course outside the program area, grant credit for a course successfully completed.
- ~~Students must receive a passing grade, as equated to the official College grading system, for a course to be considered eligible for transfer and applicable towards the requirements for a College credential. Only transferable courses with a passing grade equated to the VCC grading system can be applied towards the requirements for a VCC credential.~~ Some programs may require a higher grade than a Pass grade. ~~Where programs establish a higher minimum grade for transfer credit, students will follow the College-approved program guidelines.~~ [Where programs establish a higher minimum grade for transfer credit, students will follow the College-approved program guidelines.](#)

3. The Board of Governors and Education Council delegate authority to the Registrar to direct the evaluation of transfer credit requests that do not fall under policy C.3.10 Educational Affiliations.
- ~~4.3.~~ The College will be guided by the Principles and Guidelines for Transfer endorsed by the British Columbia Council on Admissions & Transfer (BCCAT).
- 5.4. Transfer credit in combination with PLAR will not exceed a maximum of ~~75~~-65% of the total credits of a College credential/program. a program. Individual programs may set lower maximum standards. Where programs establish a lower maximum percentage for transfer credit and PLAR, students will follow the College-approved program guidelines.
- ~~65.~~ ReceivingThe awarding of transfer credit(s) may impact a student's course load, time to program completion, and affect full-time program status, and eligibility for financial support, ~~or~~ scholarships and awards. Students are strongly advised to contact Financial Aid and Awards prior to submitting a request for transfer credit. International students are strongly advised to contact the Centre for International Education prior to submitting a request for transfer credit.
- ~~76.~~ Courses transferred from another institution are not included in the calculation of the institutional grade point average (GPA). However, the transfer of credits and the transfer of GPA become part of the student's permanent record at VCC.
8. Currency of the subject matter is taken into account when awarding transfer credit, and decisions will be processed on an individual basis. Coursework completed ten (10) or more years prior is not automatically awarded transfer credit. Program specific limits on the currency of transfer credits may also apply.
9. Transfer credit used towards a VCC credential must fall within the same credential maximum duration timelines as per VCC Policy C.1.3 Granting of Credentials or the maximum duration timelines approved by Education Council for that credential/program.

## DEFINITIONS

**BC Transfer Guide:** An online list of courses where transfer agreements have been established between post-secondary institutions, both in and outside of BC.

**Block Transfer Credit:** The granting of a block of credits for the completion of a group of courses or certificate or diploma, which is recognized by the receiving institution, and which can be related in a meaningful way to part of a program.

**Certified Translation:** Where English is not the official language of instruction, a certified literal English translation of the transcript and course outlines/syllabi sent by the issuing institution or by a certified translator is required.

**Course Outline:** A curriculum document that contains the essential features of a course, such as: course name and number, credits and hours, course description, prerequisites, course learning outcomes, instructional strategies, and student evaluation methods.

**Official Transcript:** To be considered official, transcripts must be in official university

envelopes, sealed and endorsed by the issuing institution or sent via secure electronic delivery by the issuing institution.

Prior Learning Assessment and Recognition (PLAR): A structured method of assessing an individual's prior learning or experience to award formal credit. [Refer to VCC Policy D.3.5 Prior Learning Assessment and Recognition.](#)

Program Content Guide (PCG): A curriculum document that contains the essential features of a program of study, such as: program name, purpose, number of credits, duration, program learning outcomes, admission requirements, grading system, course list, instructional strategies, evaluation of student learning, and the credential received upon completion.

Syllabus: A document that informs students of the basic elements of a course including topics covered, weekly schedule, list of tests, assignments and readings.

Transfer Credit: ~~The granting of credit for a course successfully completed at another formally recognized educational institution and/or through a professional organization or other agency. Credit for such learning will be formally acknowledged and noted on a student's formal transcript.~~

Transfer Credit: The granting of credit for a course successfully completed at another formally recognized educational institution, ~~and/or~~ by recognized foreign credential assessment, and/or by formal recognition of course equivalency in a VCC-approved course outside the program area. Credit for such learning will be formally acknowledged and noted on a student's ~~formal~~ official transcript.

## **RELATED LEGISLATION & POLICIES**

### Legislation

College and Institute Act, RSBC 1996, c 52

### Policies

- C.1.1 Grading, Progression and Withdrawal
- C.1.3 Granting of Credentials
- D.3.5 Prior Learning Assessment & Recognition
- D.3.6 Admissions
  - D.3.6.1 Flexible Admissions
  - D.3.10 Indigenous Education Enrolment
- D.4.1 Students with Disabilities

## **RELATED PROCEDURES**

Refer to D.3.11 Transfer Credit Procedures



## APPENDIX C Clean DRAFT

### PROCEDURES

Title	<b>Transfer Credit</b>
Policy No.	D.3.11
Approval Body	Board of Governors and Education Council (jointly)
Policy Sponsor	Vice President, Academic & Research
Last Revised/Replaces	
Effective Date	Draft: November 22, 2023

1. Students are responsible for initiating the transfer credit process upon admission to the College.
2. Students must complete a transfer credit request form available from the Registrar's Office.
3. Students are responsible for submitting official transcripts to support their request for transfer credit. (Note: Official transcripts should be sent directly from the issuing institution to VCC.)
4. Transfer credit requests, and all required documentation, must be received at least two weeks prior to the start of the term in which the course is offered.
5. The transfer credit administrative fee must be paid prior to the assessment.
6. Department Leaders, in consultation with the Registrar's Office, will have discretion for overriding the deadline.
7. Successfully completed courses not listed in the online BC Transfer Guide may also be eligible for transfer credit as a result of a formal assessment.
8. The Registrar's Office will keep a record of all courses assessed for transfer credit.
9. In some instances, if transfer credit is awarded for a full term or year of a program, then the credit may be awarded as a block transfer and will appear as such on the student's official academic record.
10. The Registrar's Office will inform students of the result of their transfer credit request.

#### **If courses are from within Canada**

11. After a transfer credit request form has been submitted by the student and an official transcript has been forwarded in a sealed envelope directly from the issuing institution to VCC, or via electronic transcript exchange service where applicable, the transfer credit will be assessed by the Registrar's Office.
12. Course work previously assessed and listed in the BC Transfer Guide will be automatically posted to the student's official academic record.
13. Course work not listed in the BC Transfer Guide that has been previously assessed and awarded by the Registrar's Office will be granted.

14. In the event the course work is not in the BC Transfer Guide and has not been previously assessed and awarded by the Registrar's Office, course outlines/syllabi must be provided by the student to determine if transfer credit is appropriate.
15. Official course outlines/syllabi must be from the year and/or semester/term in which the courses were successfully completed. These outlines/syllabi will be evaluated by VCC faculty with subject matter expertise. (Note: Catalogue or calendar course descriptions are not adequate for the purposes of transfer credit evaluation.)
16. Each course outline/syllabus must include the following information: a statement of course objectives, the number of weeks duration and/or course contact hours, the method of evaluation and grading, the number of credits, a comprehensive description of course content, and learning materials used.

**If courses are from outside Canada**

17. Students must send an official transcript to VCC. In the event the transcript is deemed irreplaceable, VCC will return the original copy to the student.
18. Official transcripts should be in the original language of instruction and should prominently display the institution's logo/stamp/seal. Where the official transcripts are not in English, students will need to provide certified translations to accompany their request.
19. Course outlines/syllabi must also be provided and should (where applicable) include the following: course name, course number, length of instructional period, total number of hours by instructional type, learning objectives/learning outcomes, and content of the course including texts and required readings, methods of instruction and grading/evaluation structure for each course. Where the official outlines/syllabi are not in English, students will need to provide certified translations to accompany their request.

**RELATED POLICY**

Refer to D.3.11 Transfer Credit Policy



## APPENDIX D Tracked DRAFT

### PROCEDURES

Title	<b>Transfer Credit</b>
Policy No.	D.3.11
Approval Body	Board of Governors and Education Council (jointly)
Policy Sponsor	Vice President, Academic & Research
Last Revised/Replaces	
Effective Date	Draft: November 22, 2023

1. Students are responsible for initiating the transfer credit process after acceptance, upon admission to the College.
  2. Students must complete a transfer credit request form available from the Registrar's Office.
  3. Students are responsible for submitting official transcripts to support their request for transfer credit. (Note: Official transcripts should be sent directly from the issuing institution to VCC.)
  4. Transfer credit requests, and all required documentation, must be received at least two weeks prior to the start of the term in which the course is offered.
  5. The transfer credit administrative fee must be paid prior to the assessment.
  - 5-6. Department Leaders, in consultation with the Registrar's Office, will have discretion for overriding the deadline.
  - 6-7. Successfully completed courses not listed in the online BC Transfer Guide may also be eligible for transfer credit as a result of a formal assessment. All courses completed outside of the BC transfer system (not in the BC transfer guide) must be assessed to determine whether they are eligible for transfer credit.
  - 7-8. The Registrar's Office will keep a record of all courses assessed for transfer credit.
  - 8-9. In some instances, if transfer credit is awarded for a full term or year of a program, then the credit may be awarded as a block transfer and will appear as such on the student's official academic transcript record.
  - 9-10. The Registrar's Office will inform students of the result of their transfer credit request.
- If courses are from within Canada:**
- 10-11. After a transfer credit request form has been submitted by the student and an official transcript has been forwarded in a sealed envelope directly from the issuing institution to

VCC, or via electronic transcript exchange service where applicable, the transfer credit will be assessed by the Registrar's Office.

12. Course work previously assessed and listed in the BC Transfer Guide will be automatically posted to the student's official academic record.
- ~~11. Course work not listed in the BC Transfer Guide that has been previously assessed and awarded by the Registrar's Office will be granted. If a course has previously been assessed as equivalent and a record of this exists within the Registrar's Office, the credit will be granted.~~
- ~~12.13.~~ In the event the course work is not in the BC Transfer Guide and has not been previously assessed and awarded by the Registrar's Office, course outlines/syllabi must be provided by the student to determine if transfer credit is suitable/appropriate.
- ~~13.14.~~ Official cThe course outlines/syllabi must be from the year and/or semester/term in which the courses were taken/successfully completed. These outlines/syllabi will be and be evaluated by VCC faculty with subject matter expertise in the area. Additional documentation, such as a course syllabus, may be required. (Note: Catalogue or calendar course descriptions are not adequate for the purposes of transfer credit evaluation.)
- ~~14.15.~~ Each cCourse outline/s/syllabus must must include the following information: a statement of course objectives, the number of weeks duration and/or course contact hours, the method of evaluation and grading, the number of credits, a comprehensive description of material covered/course content, total number of hours by instructional type, length of term, texts used and grading profile for each course and learning materials used.
- If courses are from outside Canada:**
- ~~15.16.~~ Students must send an official transcript to VCC. In the event the transcript is deemed irreplaceable, VCC will return the original copy to the student.
- ~~16.17.~~ Official transcripts should be in the original language of instruction and should prominently display the institution's logo/stamp/seal. Where the official transcripts are not in English, students will need to provide certified translations to accompany their request. the country where the institution is based, and a certified English language translation of the transcript must be provided.
- ~~17.18.~~ Course outlines/syllabi must also be provided and ~~should include the following information should (where applicable) include the following:~~ course name, course number, length of instructional period, total number of hours by instructional type, learning objectives/learning outcomes, and content of the course including texts and required readings, methods of instruction and grading/evaluation structure for each course. Where the official outlines/syllabi are not in English, students will need to provide certified translations to accompany their request.
- ~~18.~~ Students must provide a ~~certified~~ authenticated English language translation of associated course descriptions.

**RELATED POLICY**

Refer to D.3.11 Transfer Credit Policy

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