



## Information Note

### Advice to Minister Anne Kang

**Date:** May 19, 2022

**Cliff #: 125399**

**Issue:** Participation at First Nations Engagement on the Future Readiness Skills Plan (FRSP).

#### Background / Facts:

- B.C. is currently experiencing workforce shortages across many sectors.
- Following the release of the StrongerBC Economic Plan in March 2022, AEST is leading the development of the Future Ready: Skills for the Jobs of Tomorrow plan (Future Ready Skills Plan)— a comprehensive plan to address skill and talent shortages across all sectors of the economy.
- This work will position the province in meeting commitments in the CleanBC Roadmap to train people for jobs in the clean economy, and the recently announced Economic Plan.
- The Future Ready Skills Plan will outline a coordinated approach to address key workforce challenges in B.C. and ensure that British Columbians are prepared for the jobs of tomorrow.
- The Future Ready Skills Plan is to be developed and implemented in alignment with Government's commitments to reconciliation and the *BC Declaration on the Rights of Indigenous Peoples Act*.
- The Deputy Minister sent a letter to FNLC and Modern Treaty Nations raising awareness about the development of the Future Ready Skills Plan on March 23, 2022 (Cliff#124645).
- The Ministry of Advanced Education and Skills Training (AEST) is leading engagement sessions with provincial partners to help inform the plan. The goal of stakeholder engagement sessions will be to:
  - Confirm understanding of workforce challenges;
  - Clarify key roles in workforce development; and
  - Explore new initiatives to address challenges.

#### Analysis:

- Nearly two dozen Indigenous, regional and sector engagement sessions have already occurred to inform development of the plan.
- AEST is leading engagement with Indigenous partners which includes First Nations and Modern Treaty Nations, Métis Nation BC, Urban Indigenous and Service Providers.
- There is an opportunity for the Minister or Parliamentary Secretary to attend Ministry-led engagements with First Nations and Modern Treaty Nations to continue building government-to-government relationships and lend profile to the FRSP engagement.
- The Minister's Office sent invitations to Chiefs and Councils of all 203 First Nations and Modern Treaty Nations on Friday May 20, 2022 to attend or send a representative or delegate (Cliff #125352).
- The scheduled dates for the First Nations and Modern Treaty Nations three virtual sessions are: Friday June 3, 1:00-3:00; Monday June 6, 9:00-11:00; and Friday June 10, 1:00-3:00.

- The First Nations and Modern Treaty Nations engagement sessions will include opening remarks from Regional Chief Terry Teegee (BCAFN) and may attend the full session. s.13; s.16  
s.13; s.16
- 
- The sessions will be facilitated by Argyle Consulting.

**Conclusion / Next Steps:**

- Confirm Minister or Parliamentary Secretary's interest and availability in attending First Nations and Modern Treaty Nations engagement sessions and offering introductory comments.

**Contact:** Bindi Sawchuk, ADM Workforce Division and Skills Training, 250-216-0346



## Decision Note Advice to Minister

Date: May 20, 2022

Cliff #: 125314

**Issue:** Selkirk College is requesting approval to Acquire property in Trail by way of a Contract of Purchase and Sale agreement with the Regional District of Kootenay Boundary, and for permission to Dispose of units by way of lease/licence agreements.

### Minister's Role:

In accordance with Section 50(2) of the *College and Institute Act*, approval by the Minister of Advanced Education and Skills Training (the Minister) is required to enable Selkirk College to acquire or dispose of land or buildings by sale or lease.

### Analysis:

#### *Selkirk Board Approvals*

- Selkirk College's (the College) Board of Governors has approved the purchase of the property, 1501 Cedar Avenue in Trail, British Columbia (the Property), from the Regional District of Kootenay Boundary (RDKB).
- The College Board of Governors has approved the disposal of the space on the Property by way of lease/licence agreements located at 1501 Cedar Avenue in Trail, British Columbia, from the RDKB and resolves that it will not affect the future delivery of educational programs by the College.

#### *Conditional Approvals Required in Conjunction to the Purchase Agreement*

- The building on the property has long term lease agreements with The Trail and District Arts Council, VISAC Gallery, and the Trail Gymnastics Club. Continuation of these lease agreements is required as a condition of the agreement.
- The RDKB, under a licence of occupation, requires a portion of the Property to continue to be used as an Emergency Operations Centre (EOC) and a continuation of the licence is required as a condition of the agreement.
- Ministry approval for the leases/licence dispositions is required as a condition of the Purchase Agreement.
- The revenue from these lease agreements (dispositions) will be used to offset the operating costs of the building.

#### *Property Valuation and Funding Allocation*

- The Greater Trail Community Centre (GTCC) building is approximately 50 years old and is in good condition with the RDKB maintaining the building to a high standard.
- The current owner of the property, the RDKB, is selling the building for a nominal fee of \$1.00.
- The College is requesting \$1 million for immediate capital upgrades, which AEST can accommodate within the existing approved Capital Plan.

#### *Timeline for Ministerial Approval for the Purchase*

- Ministerial approval is required **before June 10, 2022**, as an announcement event is set to be made.
- The College has confirmed that these agreements have been vetted by their legal counsel to ensure full protection of the College's rights and interests.

**Background / Facts:**

- Selkirk College's Trail Campus is currently located within the GTCC building and operates on a month-to-month extension of a lease that expired December 2017.
- Up until June 2018, the Ministry funded the lease costs of \$200,000 per year, with the College assuming payment of the lease since then.
- The Trail Campus is strategically situated in the downtown core in the City of Trail, a small centre with a population of 7,488 people within the Lower Columbia Region of 19,023 people.
- The Trail campus is home to a variety of online and classroom-based programs offered by the College's Schools of Academic Upgrading and Development, Health and Human Services, and Community Education and Workplace Training (CEWT).
- The College has performed a market property scan of the Trail region and has determined the current location as the most suitable location to meet the College's current and future programming goals.

**Recommendation:**

Approve the College's request to:

- A. Acquire the Property located at 1501 Cedar Avenue in Trail British Columbia from the Regional District of Kootenay Boundary (the Seller) for \$1; and
- B. Grant permission for the College to Dispose, by lease or licence, four units on the property to the long-term tenants that currently reside there.

**Pros:**

- Will allow the College to continue its programming at this location.
- Will allow the College to remain in the space without disruption.
- Upgrades can be accommodated from within the existing approved Capital Plan.

**Cons:**

- Up to \$1 million in one-time costs for the Ministry for the minor upgrades to classrooms and IT infrastructure of the building.

**Next Steps:**

- Attached is the Acquire Consent Form for signature (Attachment 1).
- Attached is the Dispose Consent Form for signature (Attachment 2).

**RECOMMENDED OPTION:**

Approved

  
Honourable Anne Kang

May 26, 2022  
Date

**Attachment(s):** Appendix A – Selkirk College Trail Campus Location and Facility (below)  
Appendix B – Letter from Minister Mark to Mayor Lisa Pasin – City of Trail (below)  
Attachment 1 – Acquire Consent Form for Minister's signature  
Attachment 2 – Dispose Consent Form for Minister's signature  
Attachment 3 – Addendum to Contract of Purchase and Sale  
Schedule A – Property Map

**Contact:** Jason Butler, Assistant Deputy Minister, 778 698-3209

**Appendix A: Selkirk College Trail Campus Location and Facility**





## **Appendix B: Letter from Minister Mark to Mayor Lisa Pasin – City of Trail**



Our Ref. 117008

October 23, 2019

Her Worship Lisa Pasin, Mayor  
City of Trail  
1394 Pine Ave  
Trail BC V1R 4E6  
E-mail Address: [lpasin@trail.ca](mailto:lpasin@trail.ca)

Dear Mayor Pasin:

I would like to thank you and your delegation for taking the time to meet with me, my Deputy Minister, Assistant Deputy Minister and staff at the 2019 Union of British Columbia Municipalities Annual Convention.

As Minister of Advanced Education, Skills and Training, I value and welcome opportunities to meet with community leaders across British Columbia to find ways to work collaboratively and create a positive collective impact.

It is good to know you are working collaboratively with Selkirk College to meet student housing needs. My Ministry supports the proposed purchase of the Greater Trail Community Centre, and we will work with Selkirk to carefully review the plan. I look forward to a positive outcome.

I hope you and members of your delegation enjoyed a successful Convention, and I look forward to continuing our work in the year ahead to meet the diverse needs of our greatest assets in our communities - people. By working together, we will move the dial toward creating more opportunities, prosperity and well-being for all British Columbians.

Respectfully,

A handwritten signature in black ink, appearing to read "Melanie Mark".

Melanie Mark  
Hli Haykwhl Wü Xsgaak  
Minister

pc: Kevin Brewster, Assistant Deputy Minister  
Financial and Management Services  
and Division Responsible for Student Housing  
Ministry of Advanced Education, Skills and Training

---

Ministry of  
Advanced Education,  
Skills and Training

Office of the  
Minister

Mailing Address:  
PO Box 9080 Stn Prov Govt  
Victoria BC V8W 9E2

Location:  
Parliament Buildings  
Victoria



**Ministry of Advanced Education  
and Skills Training**

**Post-Secondary Finance Branch  
Capital Asset Management**

**Location Address:**  
1<sup>st</sup> Floor, 835 Humboldt Street  
Victoria BC V8V 4W8

**Postal Address:**  
PO Box 9134  
Stn Prov Govt  
Victoria BC V8W 9B5  
Tel. (250) 356-0151

---

## CONSENT TO ACQUIRE LAND AND/OR BUILDINGS

Selkirk College is requesting ministerial consent, pursuant to Part 6, Section 50(2) of the *College and Institute Act*, to acquire the Greater Trail Community and Arts Centre by way of a Purchase and Sale Agreement between Selkirk College and the Regional District of Kootenay Boundary. The property to be acquired is located at 1501 Cedar Avenue, Trail, British Columbia, and is more particularly described as:

<b>Legal Description:</b>	<b>PIDs 007-978-910, 007-978-928, 007-978-944, 007-978-952, 007-978-961, 007-978-979, 007-978-987, 007-979-002, 007-979-011, 007-979-029</b> Lots 11-20 inclusive, Block 14, DL 230, Kootenay District Plan 465
<b>Vendor:</b>	<b>Regional District of Kootenay Boundary</b> 202-843 Rossland Avenue Trail, BC V1R 4S8
<b>Purchase Price:</b>	<b>\$1.00</b>

---

Pursuant to Part 6, Section 50(2) of the *College and Institute Act*, approval of the acquisition as described above is granted.

May 26, 2022  
Date

  
Minister of Advanced Education and Skills Training





**Ministry of Advanced Education  
and Skills Training**

**Post-Secondary Finance Branch  
Capital Asset Management**

**Location Address:**  
1<sup>st</sup> Floor, 835 Humboldt Street  
Victoria BC V8V 4W8

**Postal Address:**  
PO Box 9134  
Stn Prov Govt  
Victoria BC V8W 9B5  
Tel. (250) 356-0151

---

## CONSENT TO DISPOSE OF LAND AND/OR BUILDINGS

Selkirk College (the College) is requesting ministerial consent, pursuant to Part 6, Section 50(2) of the *College and Institute Act*, to dispose of portions of land and/or building(s) by way of a Lease/License Agreements between the College and The Trail and District Arts Council, VISAC, Trail Gymnastics Club, and the Regional District of Kootenay Boundary (RDKB). The property at the College's Trail Campus to be disposed is more particularly described as:

**Legal Description:** **PIDs 007-978-910, 007-978-928, 007-978-944, 007-978-952, 007-978-961, 007-978-979, 007-978-987, 007-979-002, 007-979-011, 007-979-029**  
Lots 11-20 inclusive, Block 14, DL 230, Kootenay District Plan 465  
  
Civically known as: 1501 Cedar Avenue, Trail, British Columbia and outlined in red on the attached Schedule A.

**Lessor:** **Selkirk College**  
900 Helena Street  
Trail, British Columbia  
V1R 4S6

**Terms:** **5 Year – Trail Gymnastics Club**  
Commencing January 1, 2020 and ending December 31, 2024.  
**5 Year – The Trail District Arts Council**  
Commencing June 1, 2018 and ending May 31, 2023.  
**5 Year – VISAC**  
Commencing January 1, 2020 and ending December 31, 2024.  
**10 Year – EOC Licence (RDKB)**  
Commencing after Minister approval with the option for two five year renewals.  
**The Lease Agreements and Licence are a condition of the Purchase and Sale Agreement and in which renewal options are listed in attachment 3.**

---

Pursuant to Part 6, Section 50(2) of the *College and Institute Act*, approval of the disposition as described above is granted.

May 26, 2022

Date

Minister of Advanced Education and Skills Training



**CONTRACT OF PURCHASE AND SALE FOR COMMERCIAL REAL ESTATE (the "Contract") – ADDENDUM**

**1501 Cedar Avenue, Trail, B.C. (Lots 11-20 Block 14 District Lot 230 Kootenay District Plan 465)**

---

**SCHEDULE 16A: BUYER'S CONDITIONS**

The obligation of the Buyer to complete the purchase of the Property on the Completion Date is subject to and conditional upon the following Buyer's Conditions being satisfied or waived no later than 4:00 pm (Pacific Time) on March 11, 2022:

- a) the Buyer obtaining and being satisfied, in its sole discretion, with the following documents:
  - (i) true copies of any existing leases, licences and service contracts in respect of the Property, including without limitation:
    - i. the lease between the Seller (as Landlord) and VISAC (as tenant), dated January 1, 2020 (the "**VISAC Lease**");
    - ii. the lease between the Seller (as Landlord) and the Trail Gymnastics Club (as tenant), dated January 1, 2020 (the "**TGC Lease**");
    - iii. the service contract and licence agreement between the Seller (as owner) and The Trail and District Arts Council ("**TDAC**") (as contractor and licensee), dated June 1, 2018 (the "**TDAC Agreement**");
  - (ii) the EOC Lease (as defined below);
  - (iii) the VISAC Lease Assignment, Assumption and Modification Agreement (as defined below);
  - (iv) the TGC Lease Assignment, Assumption and Modification Agreement (as defined below);

00370898

Seller Initials:

Buyer Initials:

- (v) the New TDAC Agreement (as defined below);
  - (vi) any employment or labour agreements related to any parties whose employment is to be assumed by the Buyer (the “**Employment Contracts**”); and
  - (vii) copies of any environmental assessments or reports with respect to the Property; and
- b) the Buyer being satisfied, in its sole discretion, with any other due diligence searches and investigations that it may have carried out with respect to the Property.

#### **SCHEDULE 16B: SELLER’S CONDITIONS**

- A. The obligation of the Seller to complete the sale of the Property on the Completion Date is subject to and conditional upon the following Seller’s Conditions being satisfied or waived no later than 4:00 pm (Pacific Time) on March 11, 2022:
- a) the Seller having completed all *Local Government Act* (BC) advertising requirements with respect to the disposition of the Property, to the sole and unfettered satisfaction of the Seller;
  - b) the Seller and the Buyer having settled the terms and conditions of a long-term (minimum 10 year term, with 2 five-year rights of renewal) license agreement between the Seller (as Licensee) and the Buyer (as Licensor), pursuant to which the Seller will have the right to license, for a nominal sum, those portions of the Property currently being used for the Seller’s emergency operations centre (the “**EOC Lease**”);
  - c) the Seller, the Buyer and the TDAC having settled the terms and conditions of a new service contract and tenure agreement (the “**New TDAC Agreement**”), pursuant to which TDAC will continue to operate and manage the Bailey Theatre and Box Office on behalf of the Seller and will have long-term tenure (not less than 25 years) in respect of those portions of the Property currently being used by TDAC pursuant to the TDAC Agreement;
  - d) the Seller, the Buyer and VISAC having settled the terms and conditions of an agreement pursuant to which the Seller’s obligations under the VISAC Lease will be assigned to and assumed by the Buyer and the existing term of the VISAC Lease will be extended for a further period of   5   years (the “**VISAC Lease Assignment, Assumption and Modification Agreement**”);
  - e) the Seller, the Buyer and the Trail Gymnastics Club having settled the terms and conditions of an agreement pursuant to which the Seller’s obligations under the TGC Lease will be assigned to and assumed by the Buyer and the existing term of the TGC Lease will be extended for a further period of   5   years (the “**TGC Lease Assignment, Assumption and Modification Agreement**”); and
  - f) the board of directors of the Seller, in its sole and absolute discretion, having approved the transactions set out in the Contract, as well as the terms and conditions of the EOC Lease, the New TDAC Agreement, the VISAC Lease Assignment, Assumption and

00370898

2

Seller Initials:

Buyer Initials:

Modification Agreement and the TGC Lease Assignment, Assumption and Modification Agreement.

- B. Extension of Conditions Precedent Removal Date.** The Buyer and Seller agree that if, despite each party's commercially reasonable efforts, the applicable parties have not reached agreement regarding the terms and conditions of the EOC Lease, the New TDAC Agreement, the VISAC Lease Assignment, Assumption and Modification Agreement or the TGC Lease Assignment, Assumption and Modification Agreement on or before March 11, 2022 (the "**Conditions Precedent Removal Date**"), the Conditions Precedent Removal Date will automatically be extended by successive periods of thirty (30) calendar days, provided always that the Conditions Precedent Removal Date will not be extended by more than ninety (90) calendar days from the original Conditions Precedent Removal Date, unless the Buyer and Seller mutually agree otherwise.

#### **SCHEDULE 18: ACCEPTED TENANCIES**

The Buyer will acquire the Property subject to:

- a) the EOC Lease;
- b) the New TDAC Agreement;
- c) the VISAC Lease, as assigned and modified by the VISAC Lease Assignment, Assumption and Modification Agreement; and
- d) the TGC Lease, as assigned and modified by the TGC Lease Assignment, Assumption and Modification Agreement.

#### **SCHEDULE 20A: ADDITIONAL INCLUDED ITEMS**

The Buyer and Seller agree that the purchase price will include the items listed in the FF&E List established by the Buyer and the Seller pursuant to Schedule 41, Section D below, as well as any Network Infrastructure that the Buyer and Seller agree may be assigned to and assumed by the Buyer in accordance with Schedule 41, Section D below.

#### **SCHEDULE 22: ADDITIONAL PERMITTED ENCUMBRANCES**

"**Permitted Encumbrances**" means, collectively:

- a) the reservations and exceptions contained in Section 50 of the *Land Act* (British Columbia);
- b) the EOC Lease;
- c) the New TDAC Agreement;
- d) the VISAC Lease, as assigned and modified by the VISAC Lease Assignment, Assumption and Modification Agreement;
- e) the TGC Lease, as assigned and modified by the TGC Lease Assignment, Assumption and

00370898

3

Seller Initials:

Buyer Initials:

Modification Agreement.

#### **SCHEDULE 23: ADDITIONAL SELLER'S WARRANTIES AND REPRESENTATIONS**

The Seller represents and warrants that:

- a) the Seller has the power and authority to enter into this Contract and to carry out the transactions contemplated by the Contract, all of which have been duly and validly authorized by all requisite proceedings;
- b) to the best of the Seller's knowledge, without undertaking any additional investigations, the buildings located on the Property are wholly situated within the boundaries of the Property and comply with all requirements of governmental and public authorities;
- c) the Seller is not aware of any claim or litigation pending or, threatened with respect to the Seller, the Property, or the occupancy or use of the Property by the Seller that could affect the right of the Buyer to own, occupy, and obtain revenue from the Property or the ability of the Seller to perform its obligations under this Contract;
- d) other than the Employment Contracts and the agreements listed in Schedule 16A(a)(i) to (v) above, there are no other service contracts, maintenance contracts or any other contracts (including, but not limited to leases) pertaining to the use and operation of the Property;
- e) each of the VISAC Lease, TGC Lease and TDAC Agreement (together, the "Existing Leases") shall be valid, accurate and in good standing as of the Completion Date; and
- f) there are no leases that are or will be binding on the Property other than the Existing Leases.

The representations and warranties on the part of the Seller will survive the Completion Date and will not merge upon the transfer of the Property to the Buyer.

#### **SCHEDULE 24: ADDITIONAL BUYER'S WARRANTIES AND REPRESENTATIONS**

The Buyer represents and warrants that:

- a) all necessary corporate action on the part of the Buyer has been taken to authorize and approve the execution and delivery of this Contract and the completion of the transactions contemplated herein;
- b) the Buyer has the full power, authority and capacity to enter into this Contract and carry out the transactions contemplated herein; and
- c) there is no action or proceeding pending, or to the Buyer's knowledge threatened against the Buyer before any court, arbiter, arbitration panel, administrative tribunal or agency which, if decided adversely to the Buyer, might materially affect the Buyer's ability to perform its obligations hereunder.

00370898

4

Seller Initials:

Buyer Initials:

The representations and warranties on the part of the Buyer will survive the Completion Date and will not merge upon the transfer of the Property to the Buyer.

#### **SCHEDULE 41: ADDITIONAL TERMS**

##### **A. Acknowledgements and Agreements of the Buyer**

The Buyer acknowledges and agrees that except as expressly set out elsewhere in this Contract:

- a) the Buyer is purchasing the Property on an “as is where is” basis and condition;
- b) the Seller has not made any representations, warranties, or agreements as to the condition or quality of the Property, including as to:
  - (i) the physical condition of the Property;
  - (ii) the geotechnical condition of the Property (including soil type and quality, hydrology, and stability) or the condition of any buildings forming part of the Property;
  - (iii) the suitability of the Property for any particular use or development;
  - (iv) the environmental condition of the Property (including regarding contaminants in, on, under, or migrating to or from the Property) or regarding the compliance of the Property, or past and present activities on it, with any environmental laws;
- c) it is the sole responsibility of the Buyer to satisfy themselves with respect to the matters referred to above, including by conducting any reports, tests, investigations, studies, audits, and other enquiries that the Buyer, in its sole discretion, considers prudent;
- d) the Buyer has not relied, and will not rely, upon any documentation or information regarding the Property that may have been provided by or on behalf of the Seller to the Buyer prior to the Buyer’s execution of this Contract or that may be provided following such execution and the Buyer hereby releases the Seller from any and all liability associated with its use or reliance upon any documentation or information provided at any time to the Buyer by the Seller or any of its elected and appointed officials, employees, contractors or agents; and
- e) effective from and after the Completion Date:
  - (i) the Buyer assumes and is solely responsible for, and releases the Seller (and its elected and appointed officials, employees, contractors, and agents) from and against any and all costs incurred by the Buyer which arise from any voluntary project undertaken by the Buyer in relation to the Property, including costs incurred to remove contamination, as defined in the *Environmental Management Act* [SBC 2003], c. 53 (the “Act”), whether such removal is voluntarily undertaken by the Buyer or pursuant to a remediation order issued under section 48 of the

00370898

Seller Initials:

Buyer Initials:

Act; and

- (ii) except where arising in circumstances outlined in paragraph (e)(i) herein, in the event a remediation order for the Property is issued by the director under the Act, the Buyer reserves the right to seek contribution and indemnity from the Seller for the costs of any required remediation, and in such circumstances the responsibility as between the Buyer and Seller shall be determined in accordance with the provisions of the Act;
- f) the Seller has not made any representations, warranties or agreements with the Buyer as to whether or not any GST is payable by the Buyer in respect of the sale of the Property to the Buyer.

#### **B. Site Disclosure Statement**

The Buyer hereby waives, to the extent permitted by law, any requirement for the Seller to provide the Buyer with a "site disclosure statement" or any other environmental report for the Property under the Act and the *Contaminated Sites Regulation* (BC).

#### **C. Closing Documents**

No later than 7 days before the Completion Date, the Buyer will cause the Buyer's solicitors to deliver to the Seller's solicitors:

- a) the Form A Transfers, subject only to the Permitted Encumbrances;
- b) a registerable release and surrender of the existing lease between the Seller (as landlord) and the Buyer (as tenant), dated August 31, 1988 and registered in the Land Title Office under registration number XC019283;
- c) a statement of adjustments;
- d) a statutory declaration that the Seller is not a non-resident within the meaning of the *Income Tax Act* (Canada);
- e) the GST certificate;
- f) the EOC Lease;
- g) the New TDAC Agreement;
- h) the VISAC Assignment, Assumption and Modification Agreement;
- i) the TGC Assignment, Assumption and Modification Agreement; and
- j) such other documents as the Buyer's solicitors may reasonably require to give effect to the transactions contemplated by the Contract.

00370898

6

Seller Initials:

Buyer Initials:

On or before the Completion Date, the Seller will cause the Seller's solicitors to deliver to the Buyer's solicitors, copies of the documents set out above, duly executed on behalf of the Seller, where applicable, on undertakings satisfactory to the Seller's solicitors and the Buyer's solicitors, acting reasonably. The Buyer will cause the Buyer's solicitors to prepare all associated filing forms for the documents mentioned above.

#### **D. Handover and Ownership Transition of the Property**

On or before that date that is thirty (30) days after the execution of this Contract by both the Buyer and the Seller (the "**Execution Date**"), each of the Buyer and the Seller will designate one or more representatives to:

- (a) conduct a joint walk-through of the Property for the purposes of establishing a list of furniture, fixtures and equipment (the "**FF&E List**"), if any, that the parties mutually agree will transfer with the Property on the Completion Date;
- (b) determine whether the Buyer wishes to assume any of the Seller's IT connections, system networks and related software agreements (the "**Network Infrastructure**"), excluding the IT connections, systems, networks and software agreements required for the Seller's emergency operations centre, which the Seller will retain and exclusively manage; and
- (c) work cooperatively together to establish a mutually agreeable transition plan to address Property handover and transition issues, including:
  - i. the Seller's delivery to the Buyer of any operations manuals and maintenance records, together with all items necessary for access to the Property, including keys, security access codes, and if applicable, network systems passwords; and
  - ii. notification to existing tenants of the contact information for the Buyer's representatives to ensure there are no disruptions to such tenants when the Property is transferred.

#### **E. Employee Successorship**

- (a) The Seller represents and warrants that it has provided the Buyer with all employment or labour-related agreements related to any employees who work out of and at the Property to be transferred to the Buyer, including the current collective agreement with the Canadian Union of Public Employees Local 2254, and that there are no claims, grievances, complaints, actions or litigation pending or threatened with respect to said employees.
- (b) The Seller and Buyer agree that the Buyer will be a successor to the Seller pursuant to the British Columbia Labour Relations Code (the "**Code**") with respect to operation of the Property with the exception only of the employment of the 1.0 FTE building maintenance 3/trade (electrician) position which currently works at the Property and the employee who holds that position.
- (c) Without limiting the foregoing:
  - i. The Buyer will become the employer of the following positions which work in whole or in part at the Property:

00370898

7

Seller Initials:

Buyer Initials:



- (i) two 1.0 FTE building custodian positions;
- (ii) one 0.5 FTE building custodian position; and
- (iii) one 1.0 FTE building maintenance 3/trade (plumber) position,  
(collectively, the “**Successorship Positions**”).

- ii. The Buyer will become the employer of the following employees who work in the Successorship Positions or who are currently on authorized leaves of absence from such work:

s.22

- (i)
- (ii)

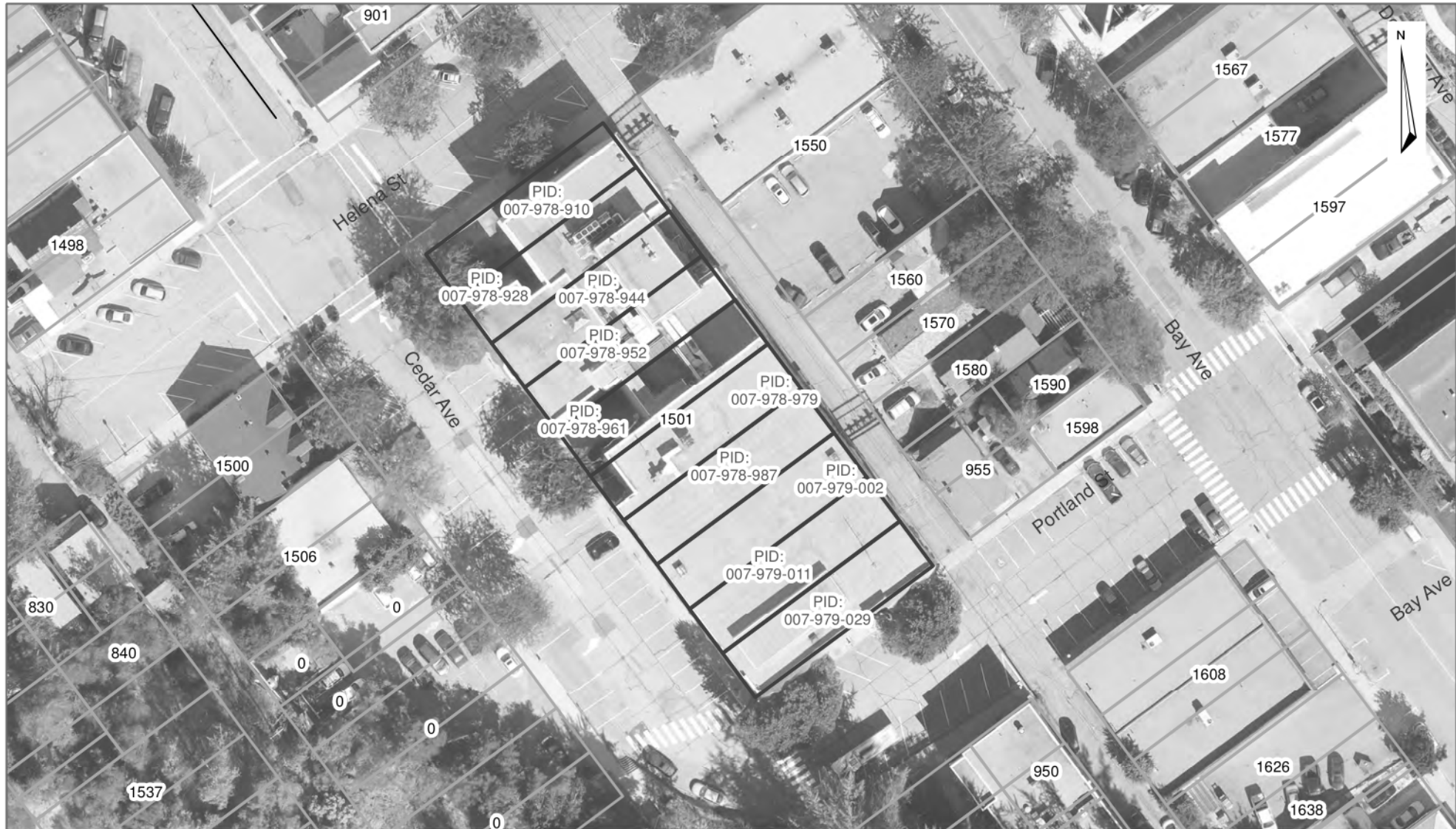
- (d) The Buyer will apply forthwith to the BC Labour Relations Board for a declaration of successorship pursuant to the Code, which declaration will include the terms enumerated herein.
- (e) The Seller agrees to cooperate and assist the Buyer with respect to the transition of such positions and employees and by providing any necessary documents or information reasonably required by the Buyer in the transition.

00370898

Seller Initials:

Buyer Initials:

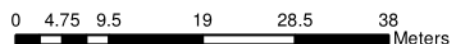
1501 CEDAR AVE.



### Legend

☐ 1501\_CEDAR\_AVE

**Scale:** 1:750



Projected Coordinate System: NAD\_1983\_UTM\_Zone\_11N

This document is not intended for official use, and is provided for reference only. Any and all information shown should be confirmed with City of Trail staff. The City of Trail assumes no liability or responsibility for the accuracy of the information and is not liable for any decision made or action taken or not taken in reliance upon any information or data furnished here in.

Date: Mon 14-Mar-2022  
Page 20 of 52 AED-2022-23045



## Decision Note

### Advice to Minister Anne Kang

Date: May 17, 2022

Cliff #: 125269

x-ref#: 121217

**Issue: Signing of two B.C./Mexico Memoranda of Understanding on education cooperation**

#### Background / Facts:

- Government-to-government education-focused Memoranda of Understanding (MOUs) facilitate cooperation with international partner jurisdictions, providing benefits to B.C. post-secondary institutions, students, faculty, and staff.
- Education-focused MOUs are not legally binding and do not require financial commitments; their purpose is to promote educational cooperation, partnerships, and information sharing, increase student and faculty mobility and exchange opportunities, and facilitate global engagement and new partnership opportunities in the education sector.
- B.C.'s education-related MOUs are often jointly entered into by the Ministries of Education and Child Care (ECC) and Advanced Education and Skills Training (AEST), as areas of cooperation encompass both the K-12 and post-secondary sectors.
- On March 23, 2021, Minister Anne Kang signed a Decision Note (#121217) approving to proceed with joint AEST/ECC MOUs with the Mexican state governments of Jalisco and Guanajuato.
- Accordingly, two MOUs have been prepared to establish cooperation between the Participants, for the development of joint educational promotion and exchange activities.
- The MOUs acknowledge the mutual interest of B.C. and the Mexican states in carrying out collaboration activities for the benefit of education and aim to strengthen relations in education at the elementary, secondary, and post-secondary levels, in both the public and private sectors.
- There is an opportunity for Minister Kang to sign the two MOUs on behalf of the Government of British Columbia on June 29, as the Ministers of Education for the states of Guanajuato and Jalisco will be in B.C. for the BCCIE International Education Week conference, June 26-29.
- The MOU with Jalisco is approved by that state's government. Jalisco's Minister of Education, Juan Carlos Flores Miramontes, is confirmed to attend BCIEW.
- Ministry is awaiting confirmation from Guanajuato on MOU approval in time to be signed at BCIEW. Attendance of Jorge Hernández, Guanajuato Minister of Education, at BCIEW is to be confirmed.
- Ministry staff have identified a signing opportunity on June 29, 2022, following the anticipated event at BCIT. BCIT has been contacted and agreed to host the meeting and signing event.
- Ministry of Education and Child Care (ECC) is aware and Minister Whiteside is invited, but not yet confirmed.

#### Analysis:

- Education-focused MOUs benefit B.C.'s post-secondary sector by:
  - Supporting government direction to retain international enrolment through more diverse source markets, ensuring a stable supply of international learners that is less susceptible to market shocks, and supporting public PSI finances and B.C.'s economic recovery.
  - Increasing opportunities for B.C. students to develop intercultural skills, supporting Government's focus on equity and anti-racism.
  - Increasing B.C.'s international relationships and ties, which may support further trade and investment opportunities for B.C.

- Guanajuato and Jalisco are strategically important markets for B.C.'s international education sector, and both Mexican states have expressed interest in entering into agreements with ECC and AEST.
- ECC is working to expand B.C.'s offshore school program into Mexico; and AEST has government direction to diversify source markets to ensure a more balanced approach to international education that will ensure sustainability and help facilitate provincial economic recovery.
- The two MOUs are broadly consistent with others the Province has signed.
- The MOUs reflect a balanced, reciprocal approach to international education that aims to develop broader benefits from internationalisation for B.C.
- The proposed MOUs align with the new International Education Framework goals: 1) to ensure positive educational outcomes for all students through diversity and global experiences; and 2) to ensure all B.C. communities benefit.
- BCCIE has run several partnership-building events between institutions and districts in B.C., Jalisco and Guanajuato, establishing a good relationship for the MOU to build on (see Attachment 3).

### Options:

**Option 1 (recommended):** Approve signing two MOUs with Jalisco and Guanajuato (Mexico) on behalf of AEST and ECC **June 29, 2022.**

Pros:

- Supports government direction to retain international enrolment and diversify source markets.
- Increases opportunities for B.C. students to develop intercultural skills, supporting Government's focus on equity and anti-racism.
- Supports ECC efforts to expand B.C. offshore school program and supports the pathway to BC post-secondary institutions for offshore school students.
- Increases B.C.'s international relationships and ties, supporting trade and investment for B.C.

Cons:

- Requires some staff time to develop and sustain ongoing relations with the partner jurisdictions.

**Option 2:** Defer signing of MOU to an alternate later date.

Pros:

- AEST staff could pursue other priorities on international education.

Cons:

- Missed opportunity to develop government relations with the Mexican delegation. The Mexican ministers would cancel their travel plans.
- Lack of a government-to-government MOU can be a barrier for institutions to establish partnerships.
- Any relationship AEST wants to pursue later would need to be done independently.

### Next Steps:

- Staff to finalize logistics of meeting and signing ceremony at BCIT on June 29, 2022.
- Pre-brief Minister Kang, if required.

#### RECOMMENDED OPTION: 1

Approved

  
Honourable Anne Kang

May 27, 2022  
Date

**Attachment(s):** Attachment 1 – Draft MOU with Jalisco  
Attachment 2 – Draft MOU with Guanajuato  
Attachment 3 – Background: BC-Mexico relations

**Contact:** Nicola Lemmer, Assistant Deputy Minister (778.698.9768)

Ministry of Education and Child Care and  
Ministry of Advanced Education and Skills  
Training



Province of British Columbia of Canada

 Innovación, Ciencia  
y Tecnología

 Educación



## MEMORANDUM OF UNDERSTANDING

between

THE GOVERNMENT OF BRITISH COLUMBIA AS REPRESENTED BY THE MINISTRY OF  
EDUCATION AND CHILD CARE AND THE MINISTRY OF ADVANCED EDUCATION AND SKILLS  
TRAINING OF THE PROVINCE OF BRITISH COLUMBIA OF CANADA

and

THE SECRETARIAT OF EDUCATION AND THE SECRETARIAT OF INNOVATION, SCIENCE  
AND TECHNOLOGY OF THE STATE OF JALISCO OF THE UNITED MEXICAN STATES

for

ACADEMIC EXCHANGE, PROMOTION AND INFORMATION EXCHANGE IN EDUCATIONAL  
MATTERS

The Ministry of Education and Child Care and the Ministry of Advanced Education and Skills Training of the Province of British Columbia of Canada (the "Ministries of British Columbia") and the Secretariat of Education and the Secretariat of Innovation, Science and Technology of the State of Jalisco of the United Mexican States ("the Secretariats of Jalisco"), hereinafter referred to as "the Participants";

**BEARING IN MIND** the provisions of the Cultural Agreement between the Government of Mexico and the Government of Canada, signed on January 25th, 1976, as well as the Mexico-Canada Alliance established in 2004 and the Memorandum of Understanding between the Secretariat of Innovation, Science and Technology and the British Columbia Council for International Education, signed on October 9th, 2017.

**CONSIDERING** the strong cultural and economic ties between the Province of British Columbia and the Government of the State of Jalisco of the United Mexican States;

**DECLARING** that multicultural and multilingual education is a powerful way to promote

understanding and solidarity among peoples, which contributes to the preservation of cultural identity and promotes its enrichment;

**REAFFIRMING** that the efforts of the Participants are aimed at fostering cooperation, and promoting cultural values for a better understanding between Mexican and Canadian residents;

**DESIRING** to foster a cooperative relationship between the Participants for the promotion of mutual educational exchange and to strengthen relations in education at the elementary, secondary and post-secondary levels, both in the public and private sectors;

Have reached the following understanding:

## **1. PURPOSE**

The purpose of this Memorandum of Understanding is to establish cooperation between the Participants, for the development of joint educational promotion and exchange activities.

## **2. AREAS OF COOPERATION**

Participants will analyze the viability of cooperating in the following priority areas for academic exchange:

- a) Visiting teachers
  - i. Explore opportunities for teachers to practice or study in schools and institutions in British Columbia and the State of Jalisco including professional development, study programs, and curriculum development; and
  - ii. Recognize that each Participant is responsible for establishing the professional certification requirements within their respective jurisdiction, which would have to be met by visiting teachers in order to be eligible to practice in the Province of British Columbia or in the State of Jalisco.
- b) Student Mobility
  - i. Promote study opportunities in schools and educational institutions in the Province of British Columbia and the State of Jalisco, and provide introductions to schools, institutions or other entities where

appropriate.

- c) Quality Assurance Frameworks in Education
  - i. Explore opportunities to review the respective quality assurance frameworks to foster high-quality educational exchange processes among Participants.

### **3. PROMOTION IN EDUCATIONAL MATTERS:**

The Participants intend to undertake activities for cooperation in the following areas:

- a) exchange invitations to educational exhibitions and seminars;
- b) organize reciprocal educational missions and visits;
- c) encourage familiarization visits for visiting officials and counselors from schools and institutions; and
- d) establish links to each other's websites.

### **4. EXCHANGE OF INFORMATION ON EDUCATIONAL MATTERS**

Participants will promote the exchange of information on:

- a) educational policies and regulations, including educational quality assurance frameworks;
- b) educational exchange and bidirectional promotional activities;
- c) mutual visits; and
- d) services provided by the Participants to educational institutions, as well as possible cooperation projects.

### **5. IMPLEMENTATION**

The Participants intend to develop a work plan for the cooperation activities of this Memorandum of Understanding, containing the following information:

- i. cooperation activity to be undertaken;

- ii. contact information: organization, contact name, title, email address, phone;
- iii. work schedule;
- iv. allocation of material, human and/or financial resources; and
- v. any other information as deemed appropriate.

## **6. COORDINATION**

To facilitate direct dialogue, the Participants intend to designate a representative for the efficient coordination and management of the activities contained in this Memorandum of Understanding and will mutually share the contact details of their respective designated representative, within three (3) months after the date of execution of this Memorandum of Understanding.

The representatives designated by the Participants may hold periodic meetings, which will be set forth in the work plan, in person or virtually, to discuss the development of the activities described in this Memorandum of Understanding and to attend to any aspect related to the interpretation or application thereof.

The designated representatives will keep the Participants informed about the results obtained from the cooperation activities carried out under this Memorandum of Understanding.

## **7. GENERAL CONSIDERATIONS**

This Memorandum of Understanding is not intended to establish legally binding obligations between the Participants.

The Participants intend to bear the expenses arising from their own participation in the cooperation activities in accordance with this Memorandum of Understanding, unless otherwise decided by both Participants in writing.

The execution of cooperation activities in accordance with this Memorandum of Understanding is subject to the applicable legislation in the State of Jalisco and in the Province of British Columbia.

## **8. FINAL PROVISIONS**

Any dispute arising out of the interpretation of this Memorandum of Understanding will be settled amicably through consultation or negotiation by the Participants.



This Memorandum of Understanding is applicable as of the date of its signature and its validity will end on December 5th, 2024, unless any of the Participants communicates in writing its decision to the other Participant to terminate their participation, by means of a written communication addressed to the other Participant, at least three (3) months in advance.

Participants may amend this Memorandum of Understanding, at any time, by mutual consent in writing.

Signed by the respective parties in Whistler, British Columbia on the date specified herein, in Spanish and English, both versions being equally valid.

**For the Ministry of Education and Child  
Care and the Ministry of Advanced  
Education and Skills Training of the  
Province of British Columbia of Canada**

\_\_\_\_\_  
Honourable Anne Kang  
Minister of Advanced Education and  
Skills Training

\_\_\_\_\_ 2022

**For the Secretariat of Education of  
the State of Jalisco of the United  
Mexican States**

\_\_\_\_\_  
Juan Carlos Flores Miramontes  
Secretary of Education

\_\_\_\_\_ 2022

**For the Secretariat of Innovation,  
Science and Technology of the State  
of Jalisco of the United Mexican  
States**

\_\_\_\_\_  
Alfonso Pompa Padilla  
Secretary of Innovation, Science and  
Technology

\_\_\_\_\_ 2022

Ministry of Education and Child Care and  
Ministry of Advanced Education and Skills  
Training



Province of British Columbia of Canada

Ministry of Education of Guanajuato



Mexico

## MEMORANDUM OF UNDERSTANDING

On

### THE PROMOTION OF EDUCATIONAL COOPERATION AND TWO-WAY EXCHANGE OPPORTUNITIES

Between

THE GOVERNMENT OF BRITISH COLUMBIA AS REPRESENTED BY THE MINISTRY OF EDUCATION AND  
CHILD CARE AND THE MINISTRY OF ADVANCED EDUCATION AND SKILLS TRAINING OF THE PROVINCE  
OF BRITISH COLUMBIA OF CANADA

AND

THE MINISTRY OF EDUCATION OF GUANAJUATO, MEXICO

The Ministry of Education and Child Care and the Ministry of Advanced Education and Skills Training of the Province of British Columbia of Canada ("British Columbia") and the Ministry of Education of Guanajuato, Mexico ("Guanajuato") hereinafter referred to as "the Participants".

**ACKNOWLEDGING** the mutual interest in carrying out collaboration activities for the benefit of education;

**CONSIDERING** the strong cultural and economic ties between British Columbia and Guanajuato;

**STATING** that multicultural and multilingual education is a powerful means to foster the understanding and solidarity between peoples, which helps in preserving cultural identity and promoting cultural enrichment;

**REAFFIRMING** that the Participants strive for cooperation and promotion of cultural values and a better mutual understanding between residents of their jurisdictions; and

**WISHING** to foster a cooperative relationship between the Participants for the promotion of mutual educational exchange and the strengthening of relations in the education sector, at the elementary, secondary and post-secondary levels, in both the public and private sectors.

Have come to the following understanding:

#### 1. OBJECTIVES

*The objectives of the Memorandum of Understanding are to:*

- a) Identify areas of enhanced cooperation in educational exchange and promotion between the Participants; and
- b) Forge strong reciprocal relationships in support of cultural exchange and educational benefits.

## **2. INFORMATION EXCHANGE**

*The Participants will promote the exchange of information in the following areas:*

- a) Educational policies and regulations, including quality assurance frameworks;
- b) Two-way educational exchange and promotion activities;
- c) Information on mutual visits; and
- d) Information about the services provided by the Participants to educational institutions, as well as possible cooperation projects.

## **3. AREAS OF COOPERATION**

*The Participants will review the feasibility of cooperating in the following priority areas for the promotion of two-way educational exchange and cooperation:*

- a) Visiting teachers
  - i. Exploring opportunities for teachers to practice or study in schools and institutions of British Columbia and Guanajuato, including professional development, programs of study and curricular development; and
  - ii. Acknowledging that the Participants are responsible for setting professional certification requirements within their own province/state and that a visiting teacher must meet the certification requirements of the host province/state in order to be eligible to practice there as a visiting teacher.
- b) Student mobility
  - i. Promoting opportunities for students to study in schools and institutions in British Columbia and Guanajuato, and offering introductions to schools, institutions or other entities where appropriate.
- c) Quality assurance frameworks
  - i. Exploring opportunities to review the respective quality assurance frameworks to ensure high-quality educational exchange processes between the Participants.
- d) Schools certified by British Columbia in Guanajuato
  - i. During the course of the Memorandum of Understanding, British Columbia may enter into a specific agreement with one or more legal entities operating within Guanajuato as long as they meet the respective legislation and regulations of British Columbia and Guanajuato; and
  - ii. Guanajuato will recognize any school certified by British Columbia established in Guanajuato as long as they meet the relevant legislation and regulations.
- e) Other promotional activities may include:
  - i. Exchanging invitations to education exhibitions and seminars;
  - ii. Organizing two-way education missions and visits;

- iii. Encouraging familiarization tours for visiting officials and counsellors from schools and institutions; and
- iv. Establishing links to each other's websites.

#### **4. COORDINATION AND IMPLEMENTATION**

- a) To facilitate direct dialogue, the Participants will each designate a representative for the coordination and efficient management of activities under this Memorandum of Understanding, and will share the contact information of the representative with the other Participant within three (3) months of the signing.
- b) A Workplan for cooperation activities will be developed, which will include the following information:
  - i. Lead contact information: Organization; Contact Name; Position; Email; Telephone; and
  - ii. Action areas: Areas of cooperation identified in the MOU; Action; Outcomes; Timelines.
- c) Periodic meetings, to be set out in the Workplan, will be carried out in person or virtually, to discuss the activities described in this Memorandum of Understanding.
- d) The Participants will cover their own costs resulting from their participation in this Memorandum of Understanding, unless mutually decided otherwise in writing.

#### **5. OTHER CONSIDERATIONS**

- a) This Memorandum of Understanding is not intended to impose binding legal obligations between the Participants.
- b) The Participants may amend this Memorandum of Understanding at their discretion, upon mutual written consent.
- c) The Participants may terminate this Memorandum of Understanding by giving three (3) months prior written notice to the other Participant.
- d) This Memorandum of Understanding will be implemented in accordance with the current laws and regulations of each province/state.
- e) Any dispute arising out of the interpretation of this Memorandum of Understanding will be settled amicably through consultation or negotiation by the Participants.

#### **6. EFFECTIVE TERM**

This Memorandum of Understanding takes effect on the date of its signature and will remain in effect until September 25, 2024, unless cancelled by either of the Participants.

Signed by the respective parties in Whistler, British Columbia on the date specified herein, in English and Spanish, both versions being equally valid.

For the Ministry of Education and Child Care  
and the Ministry of Advanced Education and  
Skills Training of the Province of British  
Columbia of Canada

For the Ministry of Education of  
Guanajuato, Mexico

---

Honourable Anne Kang  
Minister of Advanced Education and  
Skills Training

---

Jorge Enrique Hernández Meza  
Minister of Education

---

DATE

---

DATE

Witness of Honour

Diego Sinhue Rodríguez Vallejo  
Constitutional Governor of the State of  
Guanajuato

### **Attachment 3**

#### **Background: BC-Mexico relations**

- The BC Council for International Education (BCCIE), in collaboration with the federal Trade Commissioner Service (TCS), has been actively involved in forging new platforms and initiatives in Mexico at the national and sub-national level for the benefit of British Columbia's education sector.
- Specific activities and initiatives have included advancing partnership development for academic mobility, faculty and student exchange, recruitment, joint research, collaborative in-person and online (COIL) course delivery, and advancing reconciliation through connecting BC institutions to the Mexican Indigenous higher education network with deference to UNDRIP and the TRC.
- Specific Initiatives/outcomes over past 2 years:
  - BC/Jalisco Higher Education Forum and Partnership Initiative
  - BC/Guanajuato Higher Education Forum and Partnership Initiative
  - BC/Mexico Indigenous Higher Education Forum and Partnership Initiative
  - BC's K-12 Education COVID Response Presentation to Guanajuato Ministry of Education (staff and teachers)
  - BCCIE summer conference 2021, Mexican virtual delegation and concurrent session
  - BC/Mexico education agents B2B, recruitment event
- Outcome – A significant number of higher education collaborations have resulted from the aforementioned events, including:
  - Collaborative online international learning (COIL) collaboration with Langara, KPU, and RRU, one summer program and an Indigenous collaboration.
  - VIU and ITESO (Jesuit University of Guadalajara) are working presently to establish joint programming in COIL, High School collaboration, and Indigenous Studies.
  - ITESO is in conversation with UBC, NVIT, VIU, and NLC.
  - Dozens of B2B meetings have taken place over the past 2 years between BC and Mexico institutions that work to diversity BC's international partners and initiatives.
  - The School of Tourism and Hospitality Management at RRU and ITESO have been nominated for a 2022 BCCIE IE Award for their joint programming.
- During BCCIE's International Education Week (BCIEW), BCCIE in collaboration with Languages Canada and the TCS will be hosting the Mexico/Canada Forum and Networking Event with the aim to further facilitate academic collaborations with colleagues, institutions, and associations from a number of Mexican regions. BCCIE's focus will be with partners from the Bajío region (west-central), including Jalisco, Guanajuato, Aguascalientes, and more recently with Northeastern states, including Chihuahua.
- Mexican Government Representatives attending BCEIW:
  1. Juan Carlos Flores Miramontes, **Minister** of Education, Jalisco (Confirmed)
  2. Jorge Hernández, **Minister** of Education, Guanajuato (K-12 and Advanced Education) (TBC)
  3. Miguel Angel Valdez Garcia, Chihuahua, **Minister** of Higher and Secondary Education (Confirmed)
  4. Mexico Consul General Berenice Diaz Ceballos (TBC)

5. Carlos Velazquez, General Coordinator, Ministry of Innovation, Science and Technology, Jalisco (Advanced Education) (Confirmed)
6. Fabiola González González, Director of Public Affairs, Ministry of Education, Jalisco (confirmed)
7. Eduardo Garcia Lima, Director of Academic Exchange, Mexican Agency of International Cooperation for Development (AMEXCID) (Confirmed)
8. Antonio Navarro, Director General, Institute of Finance and Information for Education and Youth from the State of Guanajuato (JuventudEsGTO, formerly Educafin) (Confirmed)
9. Diego Hernandez Huerta, Director for External Relations, Institute of Finance and Information for Education and Youth from the State of Guanajuato (JuventudEsGTO, formerly Educafin) (Confirmed)
10. Nuria Olascoaga, Directora de Apoyo a la Vinculacion, Direccion General de Educacion Superior, Secretaria de Educacion Estado de Mexico (TBC)

**Global Affairs Canada (Mexico):**

11. Karen Serdan, Education Trade Commissioner, Consulate General of Canada in Monterrey (TBC)
12. Veronica Soto, Education Trade Commissioner, Consulate of Canada in Guadalajara (confirmed)

## Meeting Note

### Advice to Minister Anne Kang

**Date:** May 4, 2022

**Cliff #:** 125060

**Prepared for:** The Honourable Anne Kang, Minister of Advanced Education and Skills Training

**Date, Time of Meeting and Location:**

- May 10<sup>th</sup>, 2022 – 1:40-2:10pm
- Minister's Office

**Attendees:**

- Anne Kang, Minister of Advanced Education and Skills Training (AEST),
- Andrew Mercier, Parliamentary Secretary for Skills Training, and
- Karen Ranalletta, CUPE BC President (see Appendix 1 for Bio)

**Issue(s):**

- Workforce shortages in health care, mental health and AEST work to eliminate barriers

**Background:**

- In the post-secondary sector, CUPE represents over 15,000 support staff workers at a number of colleges and universities and also represents faculty at Coast Mountain College.

Workforce shortages in health care:

- CUPE represents more than 4,000 members working in the health care system. Members provide a range of services—from diagnostic, clinical, inspection, advocacy, home support, counselling, preventative, housing, and harm reduction/safe substance use services to occupational therapy, pharmacy, social work, nursing, dietary, recreational therapy, physiotherapy, speech and language pathology.
- CUPE health care workers in B.C. work under one of three provincial agreements: the Community Health Bargaining Association, Health Science Professionals Bargaining Association, and the Nurses Bargaining Association.
- Government funds health education programs at public post-secondary institutions through AEST based on priorities established by the Ministry of Health.
- The Ministry of Health is developing a health human resources strategy, as outlined in the Minister of Health's 2020/21 Mandate Letter, which will provide a comprehensive set of actions to guide the Ministry and other health system partners to strengthen the health workforce over the next three to five years. This strategy will focus on supporting both recruitment and retention to address regional gaps in service provision and delivery and support the system in the years ahead.

**Discussion:**

Workforce shortages in health care:

- In response to priority health workforce demands and to support the MoH's mandate to expand training in all fields of health care, AEST has been working with MoH and Post-



Secondary Institutions (PSIs) to help identify and address health education and training needs in BC.

- Budget 2021 announced \$96M in new AEST funding to support training in health sector human resources.
  - \$30 million was designated for 2,400 training seats for participants in the Health Career Access Program (HCAP), which is designed to address shortages of health care assistants (HCAs) in long-term care, assisted living, and home health settings.
  - \$66 million over 3 years was designated for Nursing and Allied health education programs.
- Budget 2022 funding for AEST included a further \$25M for an additional 2,000 HCAP training seats in 2022/23.
- In fall 2020, as part of B.C.'s StrongerBC Economic Recovery Plan, AEST invested \$800,000 to create an additional 85 student spaces in community mental health worker programs at four PSIs.
- Community mental health workers provide support such as mental and physical health promotion, shelter support and addictions counselling to individuals who struggle with mental health and addiction issues.

**Suggested Response / Key Message:**

- We appreciate all the important work that your members do to provide essential health care services to the people of British Columbia and to train BC's future health care workers.
- Expanding health programs is a complex undertaking that needs to fit within the larger provincial post-secondary ecosystem and needs to consider many different factors.
- My Ministry will continue to work with the Ministry of Health and Post-Secondary Institutions to make sure health education needs are aligned with current and future health workforce needs in BC.

*If asked about specific bargainable issues (e.g. workload, compensation, benefits, etc.)*

- We appreciate you sharing your concerns about these important issues and we appreciate that the COVID-19 has created additional workload strains and other complex challenges for your members to navigate.
- As you know, bargaining in the public sector for the 2022 bargaining mandate is already underway.
- It is not appropriate for government to comment on collective bargaining; bargaining belongs at the bargaining table.

*If asked about bargaining in general - current or upcoming:*

- Our government respects the work of public sector employees because the investments we are making in them and the services they provide is an investment in the long-term economic health of B.C.
- We look forward to unions and employers reaching freely negotiated agreements so we can continue working together to make life better for everyone in our province.
- The best outcomes for British Columbians are helped by keeping a respectful relationship in our negotiations.

**Attachment:** Appendix 1 – Biography Karen Ranalletta

**Contact:** Nicola Lemmer (250-413-7357)

## Appendix 1

### **Karen Ranalletta Biography**

Copyright

- Karen Ranalletta was elected as the new President of CUPE BC in 2021.
- Previously, she served three terms as a General Vice-President BC Executive Board and has represented CUPE BC as an Officer (Vice President) of the BC Federation of Labour and chaired the BC Fed's Health and Safety Committee.
- She also sits on the Board of Directors for the BC Labour Heritage Centre - an organization dedicated to preserving and championing working people's history in B.C.
- Previously, Karen worked as an English as Additional Language Instructor for many years (in the private sector and ELSA program) before working as the Assistant to the Director at the Irving K Barber Learning Centre at UBC.
- She has been the president of CUPE 2950 (clerical, library and theatre workers at UBC) since 2013.