



ARTICULATION AGREEMENT

BETWEEN:

THOMPSON RIVERS UNIVERSITY,

a corporation continued under the *Thompson Rivers University Act* of British Columbia
(“TRU”)

AND

JUSTICE INSTITUTE OF BRITISH COLUMBIA,

a corporation continued under the *College and Institute Act* of British Columbia
(the “Institute”)

A BACKGROUND

- A.1 Thompson Rivers University campuses are situated on the traditional lands of the Tk'emlúps te Secwépemc (Kamloops campus) and the T'exelc (Williams Lake campus) within Secwepemcúl'ecw, the traditional and unceded territory of the Secwépemc. The region TRU serves also extends into the territories of the St'át'imc, Nlaka'pamux, Tsilhqot'in, Nuxalk, and Dakelh. TRU is a fully accredited and degree granting public university operating in Kamloops, British Columbia. TRU also offers various programs through its Open Learning Division (“TRU-OL”) that are distinct from campus-based program offerings in terms of admission and graduation requirements.
- A.2 TRU operates under the Thompson Rivers University Act (the “Act”). Section 3(1)(d) of the Act provides that one of the purposes of TRU is to provide an open learning educational credit bank (the “Credit Bank”), which assesses traditionally non-credit programs for Prior Learning Assessment and Recognition (“PLAR”) credit.
- A.3 TRU offers its students, and is empowered to grant, degrees to the graduates of, the following programs as delivered through TRU-OL and further described in Schedule A hereto (the “TRU Programs”):
 - **Bachelor of General Studies**
 - **Bachelor of Arts, General Program**
- A.4 The Institute is a public post-secondary institution operating in New Westminster, B.C.
- A.5 The Institute offers its students the following program further described in Schedule B hereto (the “Institute Program”):



- **Advanced Specialty Certificate in Community Care Licensing (CCLO)**

A.6 TRU and the Institute wish to collaborate in facilitating the enrolment of eligible graduates of the Institute Program in the TRU Programs.

B OBJECTIVES

The objectives of this articulation agreement (the “Agreement”) include, but are not limited to, the following:

- B.1 To establish the criteria that determines eligibility of graduates of the Institute Program to enrol in the TRU Programs;
- B.2 To determine the number of PLAR credits required for the graduates of the Institute Program to enrol in the TRU Programs;
- B.3 To identify special negotiated terms, if any, applicable to graduates of the Institute Program enrolling in the TRU Programs in relation to specific program requirements, fees or services;
- B.4 To establish a basis for use of certain trademarks of TRU and the Institute pursuant to this Agreement; and
- B.5 To establish processes to review and expand, as appropriate, this Agreement between the parties.

C AGREEMENT

C.1 Acknowledgements

Each party agrees and acknowledges that in connection with its respective Programs it:

- i. meets all relevant National and/or Provincial professional standards; and
- ii. has current approval from the appropriate National and/or Provincial regulatory standards.

C.2 Admission

(a) TRU agrees to accept the Institute students who apply for admission to the TRU Programs subject to the applicant's:

- i. successful completion of the Institute Program during the period commencing on **September 19, 2023** and ending on the termination of this Agreement (the “Acceptance Period”); and
- ii. fulfillment of admission requirements set out in Schedule A.



(b) Graduates of the Institute Program who graduated from the Institute prior to the commencement of the Acceptance Period are eligible to receive the same number of PLAR credits as set out in Schedule A, Schedule C and Schedule D, subject to the following conditions:

- i. the Institute Program from which the student graduated is the same as was evaluated by TRU in terms of learning outcomes, in-class contact hours, and weeks of study;
- ii. the graduate meets all TRU program and admission criteria set out in Schedule A; and
- iii. the Institute Program meets the requirements set out in Section C.1 at the time the student graduated.

Graduates/Recipients of the Institute Program who do not meet the above criteria for eligibility may petition for credit through TRU's standard PLAR process.

C.3 Changes to the Institute Program

The Institute agrees to provide TRU with at least sixty (60) days' notice of any substantive changes planned to the admission standards, graduation requirements, curriculum, assessment methods or course offerings within the Institute Program, or any planned changes to the length in weeks, hours of instruction or overall duration of the Institute Program. A substantive change is any program change that could alter the learning outcomes, admission requirements, assessment methods or graduation requirements of the Institute Program. Depending on the nature of the curriculum change to the Institute Program, a re-evaluation of the course(s) with associated changes in credits awarded may occur.

C.4 Changes to the TRU Programs

TRU agrees to provide the Institute with at least sixty (60) days' notice of any changes planned to the admission standards or graduation requirements of the TRU Programs that may affect the eligibility of Institute Program graduates.

C.5 Mutual Grant of Rights

Each party grants to the other party a non-exclusive, non-transferable, revocable, royalty-free licence during the term of the Agreement to use the trademark of the other party as shown in Schedules E and F, as applicable, for promotional purposes relevant to this Agreement provided that such use does not: 1) contravene the other party's policy or practice as to proper use of its mark; or 2) in the opinion of the other party, damage its reputation or goodwill.

C.6 Promotion by the Institute



The Institute agrees to:

- i. make information about this Agreement available to current students and graduates of the Institute Program;
- ii. promote in its relevant marketing materials (including online media and websites) the opportunity for the Institute students and graduates to participate in the TRU Programs; and
- iii. provide appropriate opportunities for representatives of TRU to visit appropriate forums at the Institute to disseminate information about the TRU Programs.

C.7 Preparation of Promotional Material by TRU

TRU agrees to prepare and offer to the Institute for comments any promotional material relevant to participation in this Agreement.

C.8 Evaluation

The Institute and TRU shall conduct an evaluation of the operation of this Agreement on the first and each subsequent anniversary of the signing of the Agreement. Where possible this evaluation will consist of the parties examining:

- a. the number of qualified Institute students admitted into the TRU Programs the prior year;
- b. any approved or proposed changes to TRU Programs or Institute Program and their respective courses;
- c. admission procedures, program planning, timelines and special requirements;
- d. placement tests, fees and certification for the Institute Program; and/or
- e. recommendation for types and times of promotion efforts.

C.9 Contact

Each party will designate a representative at its respective campus to be responsible for inter-institutional administrative implementation of this Agreement and compliance with this Agreement.

D TERM AND TERMINATION



- D.1 This Agreement will become effective on the date of signing and shall have a term of five (5) years.
- D.2 Either party can terminate this Agreement for any reason at any time upon giving three (3) months' prior written notice to the other party.
- D.3 TRU may, without prejudice to any other right or remedy TRU may have, terminate this agreement immediately, upon giving written notice of termination to the Institute, in the following circumstances:
- a. the Institute materially breaches this agreement and the breach is not rectified within 15 days of TRU providing notice of said breach to the Institute;
 - b. the Institute fails to comply with the law;
 - c. the Institute becomes insolvent, claims bankruptcy, or makes an assignment for the benefits of its creditors; or
 - d. where TRU believes, in its sole discretion, that continuing the relationship with the Institute will materially damage the reputation of TRU.
- D.4 In the event of the termination of this Agreement under Section D.2 and D.3, the parties acknowledge and agree that, subject to Section C.2 above, all students enrolled in the Institute Program as at the date of the written notice of such termination shall be entitled to the benefit of this Agreement despite its termination upon their graduation from the Institute Program.

E GENERAL

- E.1 For the purposes of this Agreement, any notice or other communication between the parties may be delivered by courier, mail, facsimile or electronic mail to the respective addresses of the parties set out below:

Thompson Rivers University

Department of Prior Learning Assessment and Recognition
 B.C. Centre for Open Learning, 4th Floor
 805 TRU Way
 Kamloops, B.C. V2C 0C8
 Attention: Coordinator, External Agreements
 Email: trupartners@tru.ca

Justice Institute of British Columbia

715 McBride Boulevard
 New Westminster, BC, V3L 5T4
 Attention: Deborah Richards, Program Director, Health Sciences Division
 Email: dyrichards@jibc.ca; academicaffairs@jibc.ca



- E.2 This Agreement shall be construed in accordance with the laws of the Province of British Columbia and any legal proceedings with respect to this Agreement will be brought forward in Kamloops, B.C.
- E.3 Neither party to this Agreement shall be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, governmental regulation or control, acts of nature or of a public enemy, acts of terrorism, mass-casualty event, fire, flood, local, regional or global outbreak of disease or other public health emergency, social distancing or quarantine restriction, strike, lockout or labour or civil unrest, freight embargo, unusually severe weather, failure of public utility or common carrier, or computer attacks or other malicious act, including attack on or through the internet, or any internet service, telecommunications provider or hosting facility.

The parties acknowledge that in March 2020 the World Health Organization declared a global pandemic of the virus leading to COVID-19. The Governments of Canada and the Province of British Columbia responded to the pandemic with legislative amendments, controls, orders, requests of the public, and requests and requirements to the parties to change their delivery of education in various ways (collectively, the "Governmental Response"). It is uncertain how long the pandemic, and the related Governmental Response, will continue, and it is unknown whether there may be a resurgence of the virus leading to COVID-19 or any mutation thereof (collectively, the "Virus") and resulting or supplementary renewed Government Response. Without limiting the foregoing paragraph, neither party shall be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of:

- a. the continued spread of the Virus;
- b. the continuation of or renewed Governmental Response to control the spread of the Virus; and
- c. a party's decision, made on an organization-wide basis and in good faith, to control the spread of the Virus, even if exceeding the then current specific Government Response.

Dates or times of performance shall be extended to the extent of delays excused by this clause, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay shall, so far as practicable, use commercially reasonable efforts to minimize and mitigate the extent, effect and period of any such delay or non-performance. If TRU ceases offering the TRU Program, it will have no obligation to accept Institute students into the TRU Program unless and until it starts offering the TRU Program again.

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Schedule A

TRU Programs

TRU Programs:

- **Bachelor of General Studies**
- **Bachelor of Arts, General Program**

TRU Program Requirements:

Program requirements are subject to change. The current program requirements are set out below.

Bachelor of General Studies

Admission requirements

Open admission

When applying for this program, please use the Program Admission Form.

Residency requirements

A minimum of 15 TRU credits (distance or on-campus).

Degree requirements

120 credits, with a GPA of 2.00 or higher in all courses required for completion of this credential, as follows:

- Core knowledge requirements (6 credits): six credits in English (university-level composition and literature). Technical and business writing courses do not meet this requirement.
- Upper-level requirements (45 credits): 15 of these credits may be applied studies courses, such as fine and performing arts courses, studio courses and technology courses.
- Elective requirements (69 credits): may be either lower- or upper-level courses; 60 credits of which may be applied studies courses.

Note: Education, business and administrative studies courses are reviewed on a case-by-case basis.



Bachelor of Arts, General Program

Admission requirements

Open admission

When applying for this program, please use the Program Admission Form.

Residency requirements

A minimum of 15 TRU credits (distance or on-campus).

Degree requirements

120 credits total, including 45 third- or fourth-year (upper-level) credits, with a GPA of 2.00 or higher over all courses required for this credential, as follows:

Breadth Requirements (24 credits)

May be met with lower- or upper-level university courses as follows:

- Six (6) credits in English (university-level composition and literature), excluding technical and business writing courses
- Six (6) credits in humanities, other than English
- Six (6) credits in mathematics (including statistics) and/or science
- Six (6) credits in social science

Upper-Level Requirements (45 credits)

- 30 credits (15 credits in each area of specialization)
- 15 upper-level elective credits

Additional Requirements (51 credits)

Specific course requirements may vary, depending on a student's area of specialization.

Note: Approval of education, business and administrative studies is on a case-by-case basis.

Academic Elective Credits. The number of elective credits required depends on the number of credits awarded for the Institute Program.

Exemptions without credit may be granted for appropriate courses taken within the Institute Program (excluding courses needed to fulfill the residency requirements). This may increase the number of elective credits required for program completion.

TRU Programs students are responsible for consulting with their program advisors to ensure courses selected are appropriate for their program of study or to meet future educational goals. Students require a Letter of Permission to register in a course at any other post-secondary



institution to complete the credential. Students who proceed without approval may find that a course does not meet requirements and may be subject to credit assessment fees.

TRU Admission Requirements:

Admission requirements are subject to change. Students applying for admission to the TRU Programs are required to submit the TRU application for admission form and applicable application fee. Students are subject to all TRU admission policies including the requirement to provide original documentation showing their full post-secondary academic history along with graduation with a relevant certificate and/or diploma from a recognized program and institution.

Before graduates of the Institute Program can claim the credits detailed in Schedule C - D, the Institute's administrative office must first directly submit a sealed transcript to the TRU Admissions Office confirming the graduates' successful completion of the Institute Program.

Fees:

Institute graduates entering the TRU Programs are subject to standard fees as outlined in TRU Policy and Calendar, unless otherwise stated in this Agreement.

PLAR Credit:

The Institute Program articulates the following credits into the TRU Programs:

Advanced Specialty Certificate in Community Care Licensing (CCLO) is granted a maximum of 30 PLAR credits into the Bachelor of General Studies as detailed in Schedule C.

Advanced Specialty Certificate in Community Care Licensing (CCLO) is granted a maximum of 30 PLAR credits into the Bachelor of Arts, General Program as detailed in Schedule D.



Schedule B

Institute Program

Institute Program: Advanced Specialty Certificate in Community Care Licensing (CCLO)

Institute Program Requirements:

Advanced Specialty Certificate in Community Care Licensing (CCLO): 420 hours; 30 institute credits

Course Name	Course #	Credits	Hours
Administrative Law	CCLO 3300	3	42
Vulnerable Populations in Licensed Care Facilities	CCLO 3301	3	42
Ethics in Licensing Practice	CCLO 3302	3	42
Lifespan Development	CCLO 3303	3	42
Collaborative Conflict Resolution	CCLO 3304	3	42
Human Relations	CCLO 3405	3	42
Inspection, Compliance, and Enforcement	CCLO 3406	3	42
Investigations	CCLO 3407	3	42
Professional Accountability in Licensing	CCLO 3408	3	42
One of the following (depending on learner background):			
Capstone Project in Licensing Practice (LO)	CCLO 3409	3	42
Practice Experience (Non-LO)	CCLO 3410	3	210
Professional Practice in Community Care Licensing (Non-LO)	CCLO 3411	3	42
Sub-total		30	420
Total Hours		30	420

Schedule C

PLAR Credit

TRU Program: Bachelor of General Studies

Institute Program: Advanced Specialty Certificate in Community Care Licensing (CCLO)

PLAR: 30 PLAR credits (Lower Level)

Credit Requirements Remaining: 90 credits (45 Lower Level; 45 Upper Level)

Institute Credits Awarded	
Institute Program: Advanced Specialty Certificate in Community Care Licensing (CCLO)	30 PLAR Credits
University Credits Remaining	
Core Knowledge Requirements	Credits
English Literature and Composition	6
Elective Requirements	
Lower- or upper-level courses (60 credits of which may be applied studies courses)	69
Upper-Level Requirements	
15 credits in applied studies courses (e.g. fine and performing arts courses, studio courses and technology courses)	15
Total Credit Requirements Remaining	90


Schedule D
PLAR Credit

TRU Program: Bachelor of Arts, General Program

Institute Program: Advanced Specialty Certificate in Community Care Licensing (CCLO)

PLAR Credit: 30 PLAR credits (Lower Level)

Credit Requirements Remaining: 90 credits (45 Lower Level; 45 Upper Level)

Institute Credits Awarded	
Institute Program: Advanced Specialty Certificate in Community Care Licensing (CCLO)	30 PLAR Credits
University Credits Remaining	
Breadth Requirements	Credits
English Literature and Composition	6
Humanities (other than English)	6
Mathematics (including Statistics) and/or Science	6
Social Science	6
Additional Requirements	
Elective (specific course requirements may vary based on area of specialization)	21
Upper-Level Requirements	
15 credits in each area of specialization	30
Upper-level elective credits	15
Total Credit Requirements Remaining	90



Schedule E

TRU Mark



**THOMPSON
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UNIVERSITY**
OPEN LEARNING



Schedule F

Institute Mark



**Justice
Institute**
BRITISH COLUMBIA