

MEMORANDUM OF UNDERSTANDING

BETWEEN

The Department of Post-Secondary Education and Training (PETL)

(Represented by the Minister and the Minister of Post-Secondary Education, Training and Labour)

AND

The New Brunswick Community College (NBCC)
(Represented by the Chair of the Board Governors and the President/Chief Executive Officer)

PREAMBLE

WHEREAS NBCC is a body corporate and public establishment created by the Community College Act;

WHEREAS pursuant to the New Brunswick Community Colleges Act, the Minister of Post-Secondary Education, Training and Labour is a Minister responsible to the Government of New Brunswick;

WHEREAS the Minister's responsibility to the Education Council (MEC) is to ensure that the NBCC is operating in accordance with the mandate letter issued by the Minister;

WHEREAS the Board is the accountability link between NBCC and the Minister;

NOW THE PURPOSE of the parties hereafter enter into this Memorandum of Understanding is to:

DEFINITIONS

"ACIA" means the Access to Information Act;

"Board" means the Board of Governors of NBCC;

"By-laws" means the by-laws of NBCC;

"Government" means the Provincial Government of New Brunswick;

"Minister" means the Minister of Post-Secondary Education, Training and Labour who is responsible for NBCC;

"NBCC Act" means the New Brunswick Community Colleges Act;

"Province" means the Province of New Brunswick.

PURPOSE

The purpose of this MOU (as defined in section 6 of the NBCC Act) is to provide a framework for the relationship between the Government of New Brunswick and NBCC, to ensure that NBCC is operating in accordance with the mandate letter issued by the Minister, and to ensure complete and accurate reporting to the Minister.

CROWN CORPORATION STATUS

NBCC is an agent of the Crown.

TERM

This MOU will be in effect from the date of signing and shall be renewed every three (3) years from that date and every three (3) years thereafter.

This MOU will stay in place for three (3) years, unless one of the parties asks the other to renegotiate the MOU.

The parties will begin negotiations for a successor MOU not less than six (6) months prior to the expiry of the current MOU.

For greater certainty, this MOU may be amended or in part, on the written request of one of the parties.

STATUTORY MANDATE

NBCC's objects and purposes are established in section 6 of the NBCC Act.

As a post-secondary institution, NBCC is responsible for promoting and ensuring the social well-being of the province by addressing the occupational training requirements of the province and of the labour market. Without restricting the generality of the foregoing, the objects of NBCC are:

- (a) to provide education and training for students;
- (b) to provide education and training for apprentices, corporations and other bodies and persons;
- (c) to participate in joint programs with respect to education and training and research developed and delivered in conjunction with other post-secondary institutions and educational bodies;
- (d) to carry out the other activities and duties authorized or required by the NBCC Act.

ACCOUNTABILITY RELATIONSHIPS

1. The Board is responsible for the fulfillment of its statutory duties and is accountable to the Government for the performance of NBCC.
2. The Minister is responsible for reporting to the Legislative Assembly on the affairs of NBCC.

ROLES AND RESPONSIBILITIES OF THE PARTIES

Minister

The Minister is responsible for the following:

- Fulfilling all of his or her duties as established in the NBCC Act in particular, in relation to:
 - the College's four-year strategic plan;
 - the College's annual budget and business plan;
 - The College's tuition fees, including any compulsory student fees; and
 - Guidelines drafted by the College and submitted annually that are:
 - The evaluation, establishment, expansion, suspension or termination of programs;
 - The evaluation, establishment, expansion, suspension or termination of programs;
 - The operation of the College's organizational structure.
- Providing annual funding to NBCC for the purposes authorized by the Legislature for those purposes.
- Reviewing wage and benefit proposals and providing updates in a timely manner.
- Using the Agencies, committees and selecting nominees from this pool of candidates.
- Consulting with and advising the public on policy that may impact NBCC.
- Consulting with and advising the public on performance targets that may impact NBCC.
- Monitoring the performance of NBCC to ensure that it is meeting its objectives.

Deputy Minister

The Deputy Minister is responsible for the Act.

NBCC

The Board of NBCC is responsible for the following:

- Fulfilling all of its duties as established in the NBCC Act, including but not limited to:
 - Directing and controlling the business and affairs of NBCC;
 - Making by-laws for the control and management of the affairs of NBCC;
 - Establishing guidelines in the area of student fees, preparation for apprenticeship, and operational review and submitting them to the Minister for review and approval at least once in every fiscal year;
 - Setting fees for the delivery of its services and submitting them to the Minister for approval;
 - Preparing and submitting annual reports to the Minister;
 - Submitting an annual report and business plan to the Minister on an annual basis;
 - Conducting an organizational and operational review every five years and submitting the results to the Minister;
 - Submitting a five-year strategic plan to the Minister.

NBCC shall be responsible for its own services.

NBCC has responsibilities under and is subject to a number of statutes and regulations:

- Access to Information and Continuity of Government Act
- Right to Life, Liberty and Security of Person
- Access to Information and Access Act
- Public Service Labour Relations Act
- Procurement Act
- Copyright Act
- Financial Administration Act
- Archives Act
- Pay Equity Act, 2009
- Human Rights Act
- Occupational Health and Safety Act
- Emergency Measures Act

The President and Chief Executive Officer

The President and Chief Executive Officer is responsible for the following:

- Implementing and ensuring compliance with the provisions established in the NBCC Act, the Public Service Labour Relations Act and applicable Acts.
- Providing day-to-day management of NBCC.
- Ensuring that NBCC is able to carry out its governance responsibilities.

Areas of shared responsibility

1. Collective bargaining and executive compensation

NBCC is required to gain the approval of the Lieutenant Governor in Council prior to entering into a collective agreement under the Public Service Labour Relations Act.

NBCC is responsible for the management of New Brunswick's resources.

NBCC and the Department of Finance and Treasury Board will work together to ensure that information regarding human resources management is shared for the benefit of the organization.

NBCC will work with the Minister of Finance and Treasury Board to ensure that information regarding human resources management is shared for the benefit of the organization.

To facilitate approval of collective agreements, pursuant to section 62 of the Public Service Labour Relations Act, and to avoid delays in the collective bargaining process, NBCC agrees to the following process:

- (a) The Department of Finance and Treasury Board will meet with NBCC to discuss the parameters as soon as the collective bargaining parameters are established. NBCC will then negotiate with the Department prior to commencing a round of collective bargaining.
- (b) Once NBCC has completed collective bargaining and the collective agreement has been ratified, NBCC will notify PETL and ask PETL to begin preparation of a joint Memorandum to Executive Council, asking for the Minister of Finance and Treasury Board to approve the agreement.
- (c) The MEC shall include information on key points of the agreement and the financial implications:
 - (i) Financial information should outline both the incremental and cut totals by year to help plan for the incremental amount that will be required for each budget year.
 - (ii) While the MEC does not need to include detailed financial information, NBCC will provide PETL with support for their calculations.

NBCC will provide draft collective agreements to PETL as a 3-column document that shows 1. the current contract, 2. the proposed contract and 3. the changes between the two. The proposed contract will proceed to the ratification process and the Public Service Labour Relations Act will be considered to have been met.

As part of the public service, it is important to government of New Brunswick that NBCC and other Crown corporations in New Brunswick.

the remuneration and benefits of its full-time permanent staff are comparable to those of similar

Government recognizes that the negotiations process as well as the collective agreements must respect the language in which NRBCC is organized.

As per the NBCC Act, the Board will seek the approval of the

- (c) The remuneration and collections of any of the PCC's employees.

The Board shall appoint a President and Chief Executive Officer. The Board shall establish the remuneration for an Executive Officer by by-law, subject to the approval of the shareholders. The remuneration and benefits of the President and Chief Executive Officer will be competitive with that provided by comparable employers in relevant labour markets. The President and Chief Executive Officer will be hired through a competitive process consistent with the College's by-law governing a

The [REDACTED] Service Shared Plan applies to the President and Chief [REDACTED]

2. Information and Communication

NBCC agrees to work with the Office of Information and Communications Technologies (OICT) to improve the efficiency of how information is shared both internally and with the public.

NBCC agrees to work with the [redacted] to maintain the Resource Planning [redacted] solution. The ERP will [redacted] other [redacted] improve their [redacted] not limited to [redacted] other areas [redacted]

3. Communications and legislative planning

Desc	NB	PETL
Information requests made by the public	Will respond to information requests made by the public. Government will be copied on responses to information requests that were channeled through the public.	
Cabinet submission issues	Will provide in a timely manner all information requested by Government that is not considered as deemed appropriate for submissions.	
Correspondence directed to the Minister or NBCC	Will respond to correspondence regarding activities of the Government that was channeled through the Minister.	Will respond to the specific activities of NBCC.
Legislative Assembly	Will ensure that the Minister is able to speak to NBCC's plans and actions in a timely manner and/or Board Chair publicly for them.	Will provide advance brief on potential or emerging issues to the President and/or Board Chair.
Legislative Assembly	Will ensure NBCC is aware of any issues raised on its performance in the Legislature.	
Legislative Assembly	Will raise pertinent issues in a timely manner and resolve.	

4. Procurement

In acquiring goods and services, the Government expects NBCC to comply with the Procurement Act and Regulations and the supporting policies and procedures established by the Procurement Act and Regulations of the New Brunswick Government.

NBCC agrees to work with the Department to maximize savings by consolidating purchasing volumes where appropriate and by negotiating government corporate supply agreements as established by the Minister responsible for Procurement.

5. Borrowing

Subject to section 25 of the NBCC Act, NBCC may borrow money for the purposes of the Corporation from the Treasury Board.

6. Infrastructure

As requested by the Auditor General, NBCC has developed an agreement on infrastructure with the Department of Transportation and Infrastructure (DTI), which defines the responsibilities of the Province, which owns the infrastructure, and NBCC in relation to maintenance costs and execution of repairs. NBCC, DTI and the Department of Education and Early Childhood Development (EEDC) agree to review this agreement in good faith for additional efficiency and effectiveness, which enhances the working relationship for the three parties.

The Minister must approve requests from NBCC to purchase, lease or otherwise acquire, hold, improve and maintain property (approval not required to enter into a lease agreement for less than three (3) years).

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7. Innovation and Applied Research

NBCC commits to working with the New Brunswick Innovation Foundation and Research Fund to invest in innovative and applied research at NBCC which recognizes its unique role in enriching the learning experience for students, helping advance industries and communities, and supporting economic development in the province.

8. Shared Services Between

Recognizing the importance of shared services, the Government and NBCC are committed to pursuing opportunities for partnership and collaboration. This commitment is discussed in the Shared Services Agreement between the Government of New Brunswick and NBCC.

Government expects NBCC to continue to share services and expand the number of shared services where possible. The shared services include the following:

- Government of New Brunswick and NBCC
- Government of New Brunswick and the New Brunswick Association of Craft and Design (NBCCD).

9. Duty to Consult

NBCC is expected to work with the Department of Indigenous Affairs to ensure the province's Duty to Consult Policy in matters that may impact Indigenous rights.

BOARD COMPOSITION, APPOINTMENT AND TENURE

In accordance with the NBCC Act, the Board of Directors shall be as follows:

Description	Details
The Board shall consist of nine (9) members to fifteen (15) members.	
• three (3) to six (6) members nominated by the Board of Directors	
• three (3) to six (6) members nominated by the Minister.	
• one (1) academic staff person nominated by the academic staff.	
• one (1) non-academic staff person nominated by the non-academic staff.	
• one (1) student nominated by the student body.	

Description	Details
Term of appointment	(13) years with the Lieutenant Governor in Council, the Board Chair and vice-chair of the Board shall be appointed for a term of up to two (2) years. A member of the Board may be reappointed for a consecutive term of up to two (2) years. A member of the Board shall be appointed by the Lieutenant Governor in Council.
Method of appointment	The Board shall be appointed by the Lieutenant Governor in Council, the Board Chair and vice-chair of the Board shall be appointed by the Lieutenant Governor in Council.
Competencies	The Board shall ensure the Board is committed to improve gender balance on agencies, boards and commissions through the appointment process, it is the responsibility of the Board to ensure that the appointments also reflect this balance.
Vacancies	A vacancy on the Board does not impair the capacity of the Board to carry out its duties. If a vacancy occurs during the term of a member of the Board, a person may be appointed to serve the remainder of the term.
Chair and vice-chair	The Board shall have a chair and vice-chair, one of whom shall be a member of the Board. The chair and vice-chair shall be appointed by the Lieutenant Governor in Council for a term of one (1) year, or until the expiry of his or her term as a member of the Board, whichever occurs first.
Appointment	The Board shall have a chair and vice-chair, one of whom shall be a member of the Board. The chair and vice-chair shall be appointed by the Lieutenant Governor in Council for a term of one (1) year, or until the expiry of his or her term as a member of the Board, whichever occurs first.
Expenses	The Board shall have a chair and vice-chair, one of whom shall be a member of the Board. The chair and vice-chair shall be appointed by the Lieutenant Governor in Council for a term of one (1) year, or until the expiry of his or her term as a member of the Board, whichever occurs first.

CORPORATE PLANNING AND REPORTING CYCLE

The Board Chair and Vice-Chair shall be responsible for the Board's corporate planning and reporting cycle, including financial statements, and the ACIA.

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FINANCIAL ARRANGEMENTS

Subject to funding availability, the Department of Post-Secondary Education, Training and Labour will provide a minimum of \$300,000 annually to continue to support student

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- The current remuneration is as follows:
- (a) The Chair of the Board shall be paid a retainer of \$80,000 per annum and be reimbursed for reasonable expenses incurred in the performance of their duties, which shall be subject to their approval by the Lieutenant Governor in Council.
 - (b) The Vice-Chair of the Board shall be paid a retainer of \$2,000 per annum and be reimbursed for reasonable expenses incurred in the performance of their duties, which shall be subject to their approval by the Lieutenant Governor in Council.
 - (c) Each member of the Board shall be reimbursed for reasonable expenses incurred in the performance of their duties, which shall be subject to their approval by the Lieutenant Governor in Council.

AMENDMENTS

The Board may agree to amend the terms of this MOU from time to time in response to legislative changes or other factors relating to the Board's mandate or post-secondary education.

An amendment to this MOU shall be recorded in writing, dated, signed by both parties.

PUBLIC DOCUMENT

The parties agree that the schedules and amendments, shall be made available to the public by either party upon request to that party on or before July 15, 2024, and on the party's website within 30 days of the date of such request.

In accordance with subsection 7(2) of the Act, the parties agree to disclose any information required to be disclosed under the Act that is related to the financial, labour relations, scientific, or technical information, or information related to the position of the Crown entity, or the negotiations of the Crown entity.

Additionally, subsection 7(2) of the Act is consistent with or in accordance with section (1) of the Act.

SIGNATURES

Date

John Greg Turner

Deputy Minister of Education, Training and Labour

Date

Daniel J. Butler
Deputy Minister of Post-Secondary Education, Training and Labour

Date

Lindsay Bowman
Chair, Board of Governors
New Brunswick Community College

Date

President and Chief Executive Officer
New Brunswick Community College

Annex A Special Needs

In terms of strategic funding for students with special needs, the following minimum amounts will be available for the next three years through the **Wellness Fund** for funding available:

2025-2026	2026-2027	2027-2028	2029-2030
			\$300,000