

MEMORANDUM OF AGREEMENT

MEMORANDUM OF AGREEMENT made as of the first day of July 2014

BETWEEN:

THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO, a body corporate continued by the *University of Toronto Act, 1971, Statutes of Ontario, 1971*, Chapter 56, as amended by the *University of Toronto Amendment Act, 1978, Statutes of Ontario, 1978*, Chapter 88,

(hereinafter also called the “U of T” and “the University”)

OF THE FIRST PART

and

THE TORONTO SCHOOL OF THEOLOGY, a corporation without share capital incorporated under the *Corporations Act of Ontario* by Letters Patent dated the 24th day of November, 1964, as supplemented by Supplementary Letters Patent dated the 30th day of April, 1970,

(hereinafter called “TST”)

OF THE SECOND PART

- and -

THE BOARD OF REGENTS OF VICTORIA UNIVERSITY, a body corporate continued by the *Victoria University Act, 1951, Statutes of Ontario, 1951*, Chapter 119, as amended by the *Victoria University Act, 1981, Statutes of Ontario, 1981*, Chapter 104,

OF THE THIRD PART

- and -

THE COLLEGIUM OF THE UNIVERSITY OF ST. MICHAEL'S COLLEGE, a body corporate continued by the *University of St. Michael's College Act, 1958, Statutes of Ontario, 1958*, Chapter 162, amended by *Bill 13, Chapter 7, Statutes of Ontario, 2005*,

OF THE FOURTH PART

- and -

KNOX COLLEGE, a body corporate incorporated by the *Statutes of the Province of Canada, 1858, 22 Victoria, Chapter 69,*

OF THE FIFTH PART

- and -

ST. AUGUSTINE'S SEMINARY OF TORONTO, a body corporate constituted by the *St. Augustine's Seminary Act, 1983, Statutes of Ontario, 1983, Chapter Pr 20,* (hereinafter called "St. Augustine's")

OF THE SIXTH PART

- and -

TRINITY COLLEGE, a body corporate incorporated by the *Statutes of the Province of Canada, 1851, 14 & 15 Victoria, Chapter 32,*

OF THE SEVENTH PART

- and -

THE BOARD OF GOVERNORS OF REGIS COLLEGE, a body corporate constituted by the *Regis College Act, Statutes of Ontario, 1978, Chapter 139,*

(hereinafter called "Regis")

OF THE EIGHTH PART

- and -

WYCLIFFE COLLEGE, a body corporate continued by the *Statutes of Ontario, 1916, 6 Geo. V, Chapter 112,*

OF THE NINTH PART

Preamble

Whereas European universities from their founding included the offering of degrees in theology as one of their roles, historically, the University of Toronto's charter did not include the power to grant degrees in theology. Other institutions in Ontario did have this authority, including the University of St Michael's College, the University of Trinity College, Victoria University, Knox College and Wycliffe College. Under the various federation agreements between these institutions and the University of Toronto, these institutions retained that independent authority with respect to degrees in theology, while suspending (where they possessed it) their authority to grant all other degrees. In later years, Regis College and St. Augustine's Seminary also received authority to grant degrees from the government of Ontario. The Toronto School of Theology [TST] was created in 1969 as a consortial arrangement by and for seven theological schools, which became its Member Institutions.

Provincial policy changed in 1975 (effective April 1, 1976) to include public support for theological study only where degrees were awarded by public universities. Rather than seeking to secure new, independent authority to confer degrees in theology, the University of Toronto [UofT] agreed to participate with the TST and its Member Institutions to confer conjointly with each of them degrees in theology. The *University of Toronto Act* was amended in 1978 to include conjoint degrees, which are "conferred by the simultaneous exercise of the power and authority" of the U of T and one of the Member Institutions of TST. While for historical reasons the Member Institutions have studied and taught forms of Christian theology, the language of the Act speaks of theological degrees in general.

Among the several benefits of this arrangement between TST Member Institutions and the U of T are enhanced resources and quality assurance. Accordingly, the parties to this Memorandum and their respective governing bodies have entered into this agreement for the express purposes of:

- Promoting the academic quality of theological studies;
- Strengthening opportunities for students to engage in theological studies;
- and
- Facilitating research and inquiry in this area by students and faculty.

The parties to this Agreement recognize the particular mission of each institution for theological education arising from its own history and context. Cooperation among the parties is intended to foster shared elements of mission while continuing to respect distinctiveness.

The 1978 Memorandum signed by each Member Institution and the U of T was subsequently reviewed and renewed in 1983 and 1989, and then for ten year periods in 1994 and 2004. The 2004 Memorandum contains in clause 25 a provision for review and renewal. That review was conducted by the parties during the spring of 2013 and recommendations brought forward accordingly. The end result is this revised Memorandum ("the Agreement") that reflects the recommendations of that review.

Duration and Parties to the Agreement

1. **Term of the Agreement:** This Agreement will be effective for seven years from the 1st day of July, 2014 until 30 June 2021. The duration of the Agreement is linked to the cyclical review of the conjoint degree programs, reflecting a primary purpose of the Agreement which is to promote the highest quality in academic programming in the area of theological studies.
2. **Parties to the Agreement:** This Agreement includes only the U of T and the TST and the named parties of the third to ninth part (in this Agreement the “Member Institutions”). Affiliate institutions of the TST are not covered by the Agreement. If, during the term of this Agreement, the TST wishes to add a new institution as a Member Institution and party to this Agreement, such a request may be considered by the parties. If the U of T and the TST and all existing Member Institutions agree, the new institution shall become a Member Institution and party, and this Agreement shall be correspondingly amended.
3. **Withdrawal from the Agreement:** Any party to this Agreement may withdraw from this Agreement and cease to be bound hereby upon giving one year's prior notice in writing to each of the other parties hereto and to the Government of Ontario, such notice to be given before the first day of July in any year, to become effective as of the 30th day of June in the succeeding year.
4. **Giving Full Effect to the Intent and Meaning of the Agreement:** The parties hereto have ratified, or will ratify forthwith after the execution and delivery hereof, such changes, if any, in their respective constitutions, by-laws and procedures as may be necessary to give full effect to the intent and meaning hereof. Subject thereto, no material change in the constitution, by-laws, charter, Letters Patent or Act of Incorporation of any party which relates directly to or significantly affects the subject matter hereof, and no change in the membership, composition or powers of the Senates, Councils, Boards or other governing bodies or academic committees of any of the parties hereto, having a direct and significant effect on the subject matter or operation hereof shall be made, implemented or assented to by any such party without the prior written consent and approval of each of the other parties hereto. In the event of any such material change being made, implemented or assented to without such written consent and approval, this Agreement may, at the option of any party, be forthwith terminated in respect of that party only, upon the giving of written notice to each of the other parties thereto and to the Government of Ontario.
5. **Exclusivity of this Agreement:** This Agreement supersedes all previous agreements, arrangements and undertakings between or among the parties hereto or any of them relative to the subject matter hereof, and specifically all those clauses of the Agreement of 2004, and expresses the entire agreement and understanding among the parties with respect to the subject matter, and shall not be altered or modified except by a writing signed by or on behalf of all the parties hereto.

Scope

6. **Exclusion from Membership in the U of T Governing Council:** This Agreement shall not alter or affect the structure, composition, procedures, policy formulation processes or electoral processes of or eligibility to be a member of or to participate in the election of any member of the Governing Council of the U of T or any Board or committee thereof. The students, teaching staff and administrative staff of the Member Institutions will not, by virtue of this Agreement, become students, teaching staff or administrative staff of the U of T within the meaning of the University of Toronto Act, 1971, as amended.

Conjoint Degree Programs

7. **Definition:** A conjoint degree is one which is conferred by the simultaneous exercise of the power and authority of the U of T and of a Member Institution.
8. **Responsibility:** The TST and its Member Institutions are solely responsible for the delivery of the conjoint degree programs, for the academic support of students in these programs, and for faculty development in relation to the conjoint degree programs.
9. **Scope:** Schedule B includes a list of all approved conjoint degree programs offered under this Agreement.
10. **Representation of conjoint and non conjoint degree programs:** A clear distinction shall be made in all communications materials, statements, policies, and procedures between the conjoint degree programs offered by the TST and its Member Institutions and the U of T listed in Schedule B and non-conjoint degree programs, diplomas and certificates which fall outside the Agreement.
11. **Application of the University of Toronto Quality Assurance Process [UTQAP]:** The undergraduate and graduate degree programs offered jointly by the U of T and the TST are subject to the U of T's Quality Assurance Process [UTQAP] and must conform in every respect to the University's quality standards as they exist at the relevant time.

Definitions of major modifications of existing programs, minor modifications, and new academic programs shall be those provided in the UTQAP and are subject to change. Guidance from the Office of the Vice-President and Provost, shall be sought prior to the development of proposals for academic change to ensure conformity with the UTQAP.

12. **Changes to Existing Approved Conjoint Degree Programs:**
 - i. **Major and Minor Modifications:** In accordance with the UTQAP, the TST and its Member Institutions possess the authority to approve proposals for major and minor modifications to existing conjoint degree programs (as defined in the UTQAP). All major modifications to existing conjoint degree programs are subject

to prior consultation with the Office of the Vice-President and Provost. All such approved changes shall be reported annually for information to the appropriate body of the Governing Council and the Quality Council.

- ii. **Closure of Existing Programs:** In accordance with the UTQAP, any proposal for the closure of an existing conjoint degree program is subject to prior consultation with the Office of the Vice-President and Provost. Following appropriate approval by the TST and its Member Institutions, any such proposal shall be brought forward to the Office of the Vice-President and Provost of the U of T for approval by the appropriate body of the Governing Council.

13. Review of Existing Conjoint Degree Programs:

- i. **Accreditation:** The TST will work with Member Institutions to ensure that all conjoint degree programs conform to evolving professional standards and requirements. The TST will transmit to the U of T the appraisals of any conjoint degree programs by the Association of Theological Schools in the United States and Canada.
- ii. **Cyclical Review Under the UTQAP:** The undergraduate and graduate degree programs offered conjointly by the U of T and the TST and its Member Institutions are subject to the Cyclical Program Review Protocol under the UTQAP.

14. Approval of New Conjoint Degree Programs: Any proposal for a new conjoint degree program must be brought forward in accordance with the requirements of the UTQAP including full consultation with the Office of the Vice-President and Provost. No proposal for a new conjoint degree program agreed upon by the parties to this Agreement shall be considered final and effective until it has received approval by the U of T and by the TST and its Member Institutions; approval by the Quality Council; and approval of the Ministry of Training Colleges and Universities [the Ministry]. Approved new conjoint degree programs shall be added to Schedule B of this Agreement by the Joint Committee (for which see Section 33, Clause iii).

15. Changes to the Level of any Existing Degree Programs: Any decision to seek to change the level of any of the existing second entry undergraduate conjoint degree programs to an approved graduate degree program must be the product of mutual agreement amongst the U of T, TST and its Member Institutions with the understanding that any such change would require approval by the parties to the MOA, by the Quality Council, and by the Ministry.

16. Conferral of Degrees:

- i. During the currency of this Agreement, unless it has withdrawn herefrom pursuant to Section 3, no Member Institution will exercise its power to grant any of the Degrees in theology listed in the said Schedule B, annexed hereto, or confer such Degrees, except in accordance with the provisions hereof.
- ii. All recommendations for the award and conferring of earned degrees in theology in those programs listed in Schedule B (“the Degrees” and each a “Degree”) will be

- referred by the appropriate recommending body in each Member Institution for approval to its Senate or other senior academic body and thence to the U of T. All such recommendations shall be made in conformity with the criteria and procedures established by the Academic Council for the Basic Degree Division or by the Academic Council for the Advanced Degree Division of TST, as the case may be, or their successor body or bodies but each Member Institution reserves the right not to present a candidate who has not fulfilled all its own requirements.
- iii. Such Degrees shall be conferred only with the consent and approval of the Senate or other appropriate senior academic body of the Member Institution concerned and of the U of T, and when so approved, all such Degrees shall be conferred conjointly by the U of T and the Member Institution upon whose recommendation the candidate has been presented, in the convocation of that Member Institution.
 - iv. The formula used in conferring the Degree and the parchment evidencing the same shall state that the Degree has been awarded by the conjoint exercise of the authority of the U of T and of the Member Institution concerned. The parchment shall have the signatures or facsimile signatures of the Chancellor of the U of T, the Head of the Member Institution, and the Director of TST.

Status of Students

17. **Registration of Students in Conjoint Degree Programs:** The *University of Toronto Act, 1971*, Section 2a provides explicitly for the conjoint registration of students by the U of T and the TST and its Member Institutions. It is agreed that, any student whom the TST and its Member Institutions registers in a conjoint degree program listed in Schedule B at the time of the student's registration, shall thereby be conjointly registered at the U of T.
18. **Student of the U of T:** Any student registered as per Section 17 in a conjoint degree program should be considered both a student of the U of T and student of the TST Member Institution for the purposes agreed to in this Agreement only and noting the limitation on this outlined in Section 6 of this Agreement. Further, students in conjoint degree programs are not eligible for U of T funding including any and all research or teaching assistantships.

In contrast, students registered in non-conjoint programs are not conjointly registered at the U of T and should not be treated in any way that might convey the impression to them or others that they are U of T students.

19. **Applicability of Status:** Students enrolled at the commencement of the term of this Agreement in the TST and a Member Institution in a program leading to a Degree shall be eligible to proceed to such Degree as if they had been so enrolled thereafter, and students so enrolled at the date of termination or expiry of the term of this Agreement or any renewal term, or at the date of withdrawal of that Member Institution, shall thereafter proceed to their Degrees as if this Agreement had not been made.

20. **U of T Alumni Status:** All graduates of the TST and the Member Institutions who have earned and received conjoint degrees in conformity with the Agreements of 1978, 1983, and 1989, 1994, 2001, and 2004 and all those who earn and receive conjoint Degrees hereafter in conformity with this Agreement, are or shall become alumni of the University of Toronto within the meaning of the *University of Toronto Act, 1971* as amended.

Students

21. **Enrolment and Record-Keeping:** The enrolment of students in the conjoint degree programs listed in Schedule B shall continue to be carried out by the TST and the Member Institutions. TST will maintain comprehensive records of all such students and will either provide or make available to the University and its external auditors all data required by *the Ontario Operating Funds Distribution Manual: A Manual Governing the Distribution of Ontario Government Operating Grants to Ontario Universities and University-Related Institutions (Formula Manual)* in relation to grants received by the U of T on behalf of the TST.
22. **Grading Practices Policy:** For all students registered in conjoint degree programs listed in Schedule B, TST grading policy and procedures on petitions and appeals shall be consistent with U of T policy and procedures.
23. **Applicability of Other Policies:** Students in approved conjoint degree programs shall also be subject to the following U of T policies:
- i. **Safety Abroad:** *Policy on the Framework on Off-Campus Safety, April 7, 2011*, Safety Abroad Guidelines, and the services of the Safety Abroad Office.
 - ii. **Research Ethics:** *Policy on Ethical Conduct in Research, March 28, 1991*, *Policy on Research Involving Human Subjects, June 29, 2000*, and the services of the Office of Research Services.
 - iii. **Sexual Harassment:** *Policy and Procedures: Sexual Harassment, November 25, 1997*, and other related Policies and Guidelines.
 - iv. **Standards of Professional Practice:** *Standards of Professional Practice Behaviour for all Health Professional Students, June 16, 2008*.

Where the policy of TST or its Member Institutions differ from the policies enumerated above, the policy of the U of T will apply. Any recommendation regarding the potential applicability of any U of T policy (other than those listed above) shall require separate evaluation of the suitability of doing so, reviewing all relevant factors by the Joint Committee on U of T/TST Relations (provided for in Section 33).

24. **U of T Code of Behaviour on Academic Matters:** All students registered in the conjoint degree programs listed in Schedule B shall be subject to the exclusive disciplinary jurisdiction of the U of T in respect of academic matters. As signatories to this Agreement, TST and its Member Institutions are committed to continued active education around the *Code of Behaviour on Academic Matters, August 18, 1995* to support the fullest possible awareness of the Code. Each Member Institution will

advise its students in writing of this jurisdiction and will require them to adhere and submit thereto in writing.

It is further understood that the U of T's *Code of Behaviour on Academic Matters*, as amended from time to time, will govern the exercise of such jurisdiction and may be amended by the U of T hereafter, after consultation with TST and the Member Institutions. In applying the *Code of Behaviour on Academic Matters*, the roles, rights and duties of the dean and the department chair shall be assumed and exercised by the Academic Head of the Member Institution in which the student is registered.

25. **Academic Appeals:** TST and the Member Institutions hereby agree that any student registered in a conjoint degree program listed in Schedule B annexed hereto may have access to the Academic Appeals Committee of Governing Council in order to appeal a decision of a TST divisional appeals body, with respect to the student's petition about academic standing in a course or program of study. Each Member Institution will advise its students in writing of this jurisdiction and will require them to adhere and submit thereto. It is understood that the Terms of Reference of the Academic Appeals Committee will govern the exercise of such jurisdiction and may be amended by the U of T hereafter, after consultation with the TST and Member Institutions.
26. **U of T Code of Student Conduct:** Member Institutions retain full responsibility and authority for the non-academic aspects of the lives of their respective students. However, the parties agree that it is desirable that students in conjoint degree programs be covered by the *University of Toronto's Code of Student Conduct*. In accordance with Section 10 of the *Code of Student Conduct*, such coverage requires the explicit agreement of the U of T and the Member Institution. In situations where TST Member Institutions have existing community standards, they are encouraged to consult with the U of T's Office of the Vice-Provost Students concerning the appropriate application of the *Code of Student Conduct*, their existing community standards, or some combination of the two.

Teaching Staff

27. **Appointed by Member Institutions:** The teaching staff¹ in theology of the TST and the Member Institutions shall continue to be appointed by and to hold their contracts of employment with their respective institutions and shall continue to be subject to the procedures and disciplinary jurisdiction of those institutions and not subject to those of the U of T.

¹ This Agreement uses the meaning of "teaching staff" provided for in the *U of T Act, 1971* (as amended 1978), meaning employees "who hold the academic rank of professor, associate professor, assistant professor, full-time lecturer or part-time lecturer, unless such part-time lecturer is registered as a student, or who hold any other rank created by the Governing Council and designated by it as an academic rank for the purposes of this clause;" Section 1, Clause m. This definition includes status only, adjunct, and sessional appointments.

The TST and its Member Institutions are committed to the preservation of academic freedom in the critical pursuit of the theological disciplines. To this end, in the treatment of the teaching staff they have appointed, they agree to abide by the principles of academic freedom and non-discrimination espoused by the U of T and other public universities.

The TST and its Member Institutions are committed to the protection of their faculty members by those guarantees pertaining to dismissals enjoyed by faculty members at the U of T and other public universities, viz. guarantees that they may be dismissed only for adequate cause, as defined in the *Policy and Procedures on Academic Appointment, October 30, 2003* of the U of T, namely, persistent neglect of duty, inability to carry out reasonable duties, failure to maintain reasonable competence, or gross misconduct.

In implementing procedures for dismissal for cause, the TST and its Member Institutions shall conform to the principles of natural justice embodied in the *Statutory Powers Procedure Act of Ontario* and to the principles of peer adjudication embodied in the *Policy and Procedures on Academic Appointments* of the U of T.

28. **Quality Standards:** All teaching staff who will be engaged in any way in any conjoint degree program (whether an undergraduate or graduate degree) shall possess a research, scholarly and pedagogical profile consistent with the standards of the U of T and the relevant Member Institutions. Where the member will be involved in teaching or supervision in conjoint graduate programs their research, scholarly and pedagogical profile must also be consistent with the standards of the School of Graduate Studies of the U of T.
29. **Search Process:** Every faculty² member who will teach or supervise in a conjoint degree program must be hired through a properly constituted search process consistent with the principles and practices set out in the U of T *Policy and Procedures on Academic Appointments*, the TST's Board-approved policies and procedures on academic appointments, and Clause 28 of the current Memorandum above. In addition:
- i. The Director of the TST should convene at least annually a complement planning meeting with the heads of the Member Institutions to coordinate effectively each Member Institution's contribution to the faculty resources supporting the conjoint degree programs.
 - ii. The Director of the TST should review the composition of all Member Institution Search Committees for positions where the incumbent will teach in conjoint degree programs and confirm that their membership is consistent with U of T policy before it goes forward.
 - iii. Search committees shall state the reasons for the selection of the recommended candidate as per U of T, *Policy and Procedures on Academic Appointments*.

² Faculty is a narrower term than Teaching Staff. At the U of T it is used to refer to someone appointed under the *Policy and Procedures on Academic Appointments* and the *Policy and Procedures on Employment Conditions of Part-time Academic Staff*, March 7, 1994.

- iv. In line with the norms of U of T practice, some positions may require applicants to possess specific professional designations.

30. **U of T Representation:** The heads of the Member Institutions shall include on search, tenure and promotion committees for any faculty member engaged in the delivery of any conjoint degree program, two faculty members from the U of T chosen by the Office of the Vice-President and Provost in agreement with the Director of the TST and the Member Institution.

- i. One Provostial assessor to serve as a non-voting U of T representative able to speak to process and policy standards.
- ii. A tenured U of T faculty member, normally at the rank of full professor from a cognate program or discipline with specialized knowledge of the discipline, who serves as a full voting member of the committee.

From time to time these two functions may be served by one faculty member who is a full voting member of the committee. Where the current appointment, tenure and promotion policies of a Member Institution do not include provision for such representation, it is expected that the Member Institution will seek to revise those policies accordingly.

31. **Status of Appointments:** Those faculty members engaged in the delivery of any conjoint degree program must meet standards and expectations that conform to the standards and expectations of one of the two appointed faculty streams at the U of T and that the nature of their engagement in the delivery of these conjoint degree programs must conform to the norms for each category:

- i. Teaching Stream (ie. teaching students in degree programs and related professional and administrative activities)
- ii. Tenure Stream (ie. teaching students in degree programs, maintaining a scholarly profile and related administrative activities)

Where it is appropriate and mutually agreed by the Head of the Member Institution holding a faculty member's appointment, the Director of the TST and the Dean of the relevant Division/ Faculty in consultation with the Provost, those tenure stream faculty engaged in the delivery of approved conjoint graduate degree programs may seek and be offered status only appointments in a cognate unit of the U of T. Where appropriate and mutually agreed by a Head of a Member Institution, the Director of the TST and the Dean of the relevant Division/Faculty in consultation with Provost, U of T faculty may seek and be offered status only appointments in TST. These status only appointments should be consistent with the U of T's *Provostial Guidelines for the Appointment of Status Only, Adjunct or Visiting Professors*.

32. **Graduate Centre Membership:** Faculty members who are to be considered for membership in the TST's Graduate Centre for Theological Studies must be appointed by the Director of TST in consultation with and with the agreement of the U of T Provost or designate. All faculty members engaged in conjoint graduate degree programs must hold appropriate membership in the TST's Graduate Centre for Theological Studies, equivalent to the U of T's School of Graduate Studies categories

of Full, Associate or Associate Restricted and conforming to the standards of the U of T.

Governance

33. **Joint Committee on U of T/TST Relations:** The Joint Committee on U of T/TST Relations (the “Joint Committee”) first established in 2004 shall continue. It shall consider and deal with such operational issues pertaining to the relationship between the U of T and the TST as may arise during the term of the Agreement.
- i. **Membership:** The Joint Committee shall consist of three members appointed by the Vice-President and Provost of the U of T and three members appointed by the TST Board. The Joint Committee members shall have full voting and participation rights on the Joint Committee.
 - ii. **Meetings:** The Joint Committee shall meet annually and at the request of either party as required.
 - iii. **Jurisdiction:** The Joint Committee shall have the jurisdiction to consider issues arising under Schedules A, B, and C to the Agreement and, where the Joint Committee reaches agreement after appropriate consultation, to make changes to those Schedules to facilitate the operation of the Agreement during its term, including but not limited to those that may be required by changes to the policies of the parties or governmental and regulatory changes. In making changes to the named Schedules, the Joint Committee shall adhere to the principles expressed in the Agreement. The Joint Committee shall not have the jurisdiction to alter the Agreement itself, but it may make recommendations to the Board of Trustees of TST, the boards of its Member Institutions and the Governing Council of the U of T, through the appropriate officers, concerning proposed changes to the Agreement during its term.
34. **U of T Representation on TST Boards and Committees:** The U of T shall appoint and the TST shall accept the appointment of representatives of the U of T to the Board of Trustees of the TST, the Committee to select a new Director of the TST, the Committee to select a new Director of the Graduate Centre for Theological Studies, and other councils and committees of the TST that govern faculty appointments, degree regulations and curricula including to the subcommittees of these bodies. Such representatives shall be full voting members of those bodies.
- These representatives and any other U of T representatives on TST committees, shall be appointed in the manner and number prescribed in Schedule A annexed hereto.
35. **Director of the TST:** The process for selecting a Director of the TST will be determined by the TST and its Member Institutions. The appointment of the Director of the TST will be made by the TST Board in consultation with the Vice-President and Provost of the U of T.

Accountability

36. The Joint Committee shall report annually to the Vice-President and Provost of the U of T and the heads of the Member Institutions on progress in the implementation of plans coming from the cyclical UTQAP review of conjoint degree programs and on the operations of the Agreement.

Financial Arrangements and Access to Services

37. **Financial Accountability and Indemnity:** The TST and its Member Institutions will each continue to be fully responsible for its own capital and operating budgets and expenditures and nothing in this Agreement or in the operation or administration hereof shall commit the U of T to any new expense or expenditure not fully recoverable and to be recovered from the Member Institutions, or shall subject the U of T to any additional or increased financial burden whatsoever.
38. **Provincial Operating Grant:** The U of T will receive and, if required by the Government of Ontario, return grants that may be made by the Government of Ontario in respect of students registered in approved conjoint degree programs and will remit such grants to the TST, subject to reimbursement by the TST to the U of T for all services as noted in Section 39 following.
39. **Cost of Services Provided to the TST and Member Institutions:** The TST will fully reimburse or otherwise indemnify the U of T for the cost of administrative, academic and student services provided in relation to the conjoint degree programs listed in Schedule B, including the direct and indirect costs, expenditures and overhead expenses reasonably incurred by the U of T in connection with or arising from the operation and administration of this Agreement. (TST staff and students *outside* the conjoint programs listed in Schedule B shall not have access to U of T services.) While the TST and its Member Institutions have access to services as described herein, the financial transaction for payment of costs will take place between the U of T and the TST directly.

At the U of T, central services are funded through a combination of a cost allocation to academic units through the University's budget model methodology and student compulsory non-academic incidental fees. The TST will cover their proportional share of the cost of these services as set out in Schedule C annexed hereto.

This Agreement shall be the primary agreement governing the exchange/transfer of funds between the U of T and the TST. Schedule C is intended to be a comprehensive record of all financial agreements and where there are specific services or goods that may be governed by separate arrangements, these have been identified.

40. **Staff and Student Access to Libraries:** Teaching staff and students of the U of T and the teaching staff and students of the TST and its Member Institutions engaged in the conjoint degree programs shall have reciprocal access to the library resources of the parties to this Agreement.

41. **Student Access to Student Services:** Students registered in the conjoint degree programs listed in Schedule B will be eligible to access the full range of U of T student services on payment of the full appropriate compulsory non-academic incidental fee.
42. **Access to Academic and Administrative Services:** Teaching staff and students of the TST and its Member Institutions may access U of T academic and administrative services insofar as this relates to the conjoint degree programs listed in Schedule B and scholarly activity associated with these programs.

Review and Renewal of this Agreement

43. At the beginning of the sixth year of the term of this Agreement, the Director of the TST and the President of the U of T shall make recommendations to their respective governing bodies and the Member Institutions concerning the procedure for the review and renewal of this Agreement.

In witness whereof the parties hereto have caused their respective corporate seals to be hereunto affixed, attested by the signatures of their proper officers in that behalf, duly authorized.

**THE GOVERNING COUNCIL OF THE
UNIVERSITY OF TORONTO**

THE TORONTO SCHOOL OF THEOLOGY

**THE BOARD OF REGENTS OF VICTORIA
UNIVERSITY**

**THE COLLEGIUM OF THE UNIVERSITY
OF ST. MICHAEL'S COLLEGE**

KNOX COLLEGE

**ST. AUGUSTINE'S SEMINARY OF
TORONTO**

TRINITY COLLEGE

**THE BOARD OF GOVERNORS OF REGIS
COLLEGE**

WYCLIFFE COLLEGE

SCHEDULE A

REPRESENTATIVES ON

COUNCILS AND COMMITTEES

The Vice-President and Provost of the U of T shall appoint the U of T representatives to the following Boards and Committees or their equivalents.:

- a. two representatives to the TST Board of Trustees
- b. three members to the Joint Committee on U of T-TST Relations
- c. at least one, but no more than two, members to the Academic Council for the Basic Degree Division of TST;
- d. at least one but no more than two members to the Academic Council for the Advanced Degree Division of TST;

A U of T representative should be included on all sub committees of the above.

There shall be a U of T member on all Doctoral examination committees for all programs listed in Schedule B, reflecting the conjoint nature of these programs.

The Director of the TST or a representative will be included on the SGS Graduate Education Council.

SCHEDULE B

Program name	Degree	Level of Approval	Offered at
BASIC / SECOND ENTRY UNDERGRADUATE DEGREE PROGRAMS			
Master of Arts in Ministry and Spirituality	M.A.M.S.	2 nd Entry Undergraduate	Regis
Master of Divinity	M.Div.	2 nd Entry Undergraduate	Emmanuel Knox Regis St. Augustine's St. Michael's Trinity Wycliffe
Master of Pastoral Studies	M.P.S.	2 nd Entry Undergraduate	Emmanuel
Master of Religious Education	M.R.E.	2 nd Entry Undergraduate	Knox St. Augustine's St Michael's
Master of Sacred Music	M.S.Mus.	2 nd Entry Undergraduate	Emmanuel
Master of Theological Studies	M.T.S.	2 nd Entry Undergraduate	Emmanuel Knox Regis St. Augustine's St. Michael's Trinity Wycliffe
ADVANCED/GRADUATE DEGREE PROGRAMS			
Doctor of Ministry	D.Min.	The Doctor of Ministry program, which is classified by the TST as an advanced degree program, uses graduate spaces but has not been approved as a graduate degree program by the Ontario Council of Graduate Studies or its successor the Ontario Universities Council on Quality Assurance [the Quality Council].	Emmanuel Knox Regis St. Michael's Trinity Wycliffe
Master of Theology	Th. M.	Graduate	Emmanuel Knox Regis St. Michael's Trinity Wycliffe
Doctor of Theology	Th.D.	Graduate	Emmanuel Knox Regis St. Michael's Trinity Wycliffe

SCHEDULE C

**ADMINISTRATIVE GUIDELINES
FOR
FINANCIAL TRANSACTIONS
UNDER THE MEMORANDUM OF AGREEMENT
BETWEEN THE UNIVERSITY OF TORONTO AND
THE TORONTO SCHOOL OF THEOLOGY**

Introduction

The Memorandum of Agreement between the U of T and the TST provides, in Section 38, that “the U of T will receive and, if required by the Government of Ontario, return grants that may be made by the Government of Ontario in respect of students registered in approved conjoint degree programs and will remit such grants to the TST, subject to reimbursement by the TST to the U of T for all services as noted in Section 39.”

Further, the Memorandum of Agreement between the U of T and the TST provides, in Section 39 that “The TST will fully reimburse or otherwise indemnify the U of T for the cost of administrative, academic and student services provided in relation to conjoint degree programs listed in Schedule B.”

This Schedule provides the guidelines under which the calculations of income transfers and expense charges will be made. The calculated funding, net of calculated costs, will be transferred on a monthly basis.

Calculation and Transfer of Grant Income

The purpose of this section is to define in detail the procedures that will be followed in determining the annual calculation and transfer of grant income by the U of T to the TST and the associated conditions of this aspect of the financial arrangement.

1. Indemnity Against Grant Loss:

In accordance with Section 38 in regard to all transactions involving the calculation and transfer of grant income or other income regulated by the Government of Ontario, the TST or its Member Institutions, or both as appropriate, will indemnify the University against:

- i. any enrolment decreases among TST Member Institutions which reduce grants to the University; and
- ii. any tuition fees or ancillary fees charged to students by TST Member Institutions which result in deductions from formula grants.

2. Basic Operating Grant:

- i. The Basic Operating Grant includes funding for a baseline level of enrolment, measured in eligible Basic Income Units (BIUs). The TST's share of the Basic Operating Grant (BOG) equals its share of 1986-87 formula grants, plus any subsequent funding increases that have been rolled into base. The TST will continue to receive its share of the BOG as long as it maintains enrolment within a band of plus or minus three percent of its baseline enrolment level, excluding enrolment changes funded via a special purpose grant envelope outside the Basic Operating Grant, as noted below. Effective 2014-15, the following grants and BIUs are included in the BOG allocation to the TST:
 - a) **1986-87 Formula Grants:** The TST Member Institutions' original share of the BOG envelope was \$2,174,207, based on a corridor midpoint of 716.80 BIUs.
 - b) **Graduate and Undergraduate Accessibility Grants (2001-02 to 2004-05):** For the period 2001-02 to 2004-05, Graduate Accessibility grants were allocated on the basis of total graduate FTE, total graduate BIUs, and total graduate degrees awarded. TST's share of this funding is \$320,425, which provides funding for 73.05 graduate BIUs. Over the same period, Undergraduate Accessibility grants were allocated on the basis of BIU enrolment growth. TST's undergraduate enrolment fell by 136.72 BIUs during this period, resulting in a grant reduction of (\$372,815).
 - c) **Unfunded BIU Grant:** Prior to the Reaching Higher enrolment expansion program in 2004-05, there was a significant increase in BIUs among the TST's Member Institutions, due in large part to a BIU weight change associated with OCGS approval of the Th.M. and Th.D. programs. No funding was provided via the Graduate Accessibility grant for this increase. However, an allocation of \$1,459,150 has been made from the Unfunded BIU Grant to fund an additional 607.27 graduate BIUs that were generated prior to 2004-05.
 - d) **Tuition Freeze Replacement Grant:** The Province provided funding to offset the lost revenue due to the freeze on tuition fees in 2004-05 and 2005-06. TST's share of this grant totals \$124,096. There are no associated BIUs.
 - e) **Graduate and Undergraduate Accessibility Grants (2004-05 to 2013-14):** Since 2004-05, Graduate Accessibility grants have been allocated on the basis of growth in fall enrolment. The grant per additional graduate student has been based on the average 2004-05 operating grant per fall eligible FTE in separate master's and doctoral funding pools. For TST, these rates are \$7,532 per master's student and \$22,229 per doctoral student, measured on the basis of fall eligible FTEs. From 2004-05 to 2013-

14, TST enrolment decreased by 7.0 EFTE in the doctoral funding pool and by 24.7 EFTE in the master's funding pool, for a net decrease of (\$601,789) in funding and a net reduction of (231.35) graduate BIUs. Over the same period, Undergraduate Accessibility grants have been allocated on the basis of 3-term BIU enrolment growth. From 2004-05 to 2013-14, the TST's undergraduate enrolment decreased by (46.30) BIUs, resulting in a grant reduction of (\$132,577).

- f) **Policy Lever Efficiency Savings:** Over a two-year period, the Province will phase in a 1.9% reduction to the Basic Operating Grant. Effective 2014-15, the impact on the Basic Operating Grant for TST is (\$55,255). There are no associated BIUs.
- ii. Effective 2014-15, the TST's revised share of the resulting Basic Operating Grant as calculated in a) through f) above, is \$2,915,442, with baseline enrolment level set at the 2013-14 actual of 982.75 BIUs. The TST shall undertake to maintain its steady state enrolment within a band of plus or minus three percent of this baseline, excluding any enrolment changes funded via a special purpose grant envelope, as noted below. Should the TST be unable to sustain its enrolment within its corridor, the TST and the U of T will negotiate a new baseline enrolment and adjusted grant level.

3. Special Purpose Grant and Recoveries:

In addition to the Basic Operating Grant described above, the Government of Ontario may establish other operating grants and recoveries to provide funding for priority initiatives. Allocations from these Special Purpose Grants and Recoveries are made annually according to the methodology determined by the Government of Ontario. Effective 2014-15, the TST and its Member Institutions will be allocated a proportional share of the following Special Purpose Grants and Recoveries according to the methodology indicated:

- i. **Graduate and Undergraduate Accessibility Grants (growth over 2013-14):** As of 2014-15, the Ministry continues to allocate funding for enrolment growth on the basis of fall eligible FTEs for graduate students and on the basis of 3-term BIUs for undergraduate students. Funding to the TST will be adjusted annually to reflect enrolment increases (or decreases) from the 2013-14 baseline of 26.4 fall EFTE master's spaces, 120.6 fall EFTE doctoral spaces and 412.0 undergraduate BIUs at the TST average rates of \$7,392 per master's student, \$21,816 per doctoral student, and \$2,713 per undergraduate BIU (net of formula fees). Per-student grant amounts have been adjusted to reflect the impact of the Policy Lever Efficiency Savings reduction of 1.9% on these envelopes. The Ministry has allocated funding for a limited number of growth spaces to the University and, as such, no funding will be provided for enrolment growth at the TST without prior approval of the Vice-President and Provost of the U of T.
- ii. **International Student Recovery:** Effective 2013-14, the Ministry will recover from the TST's operating grant an amount of \$750 per international full-time

equivalent student, excluding students in doctoral programs. This amount will be adjusted annually to reflect actual enrolment as of the official fall enrolment count date (November 1).

- iii. **Municipal Tax:** The U of T receives a grant from the Province of Ontario in the amount of \$75 per full-time student (headcount) to offset the equal amount of municipal taxes charged by the City of Toronto and City of Mississauga. Effective 2013-14, the municipal tax grant will provide funding for domestic undergraduate and graduate students, plus international students at the doctoral level only. Other international students will be excluded. The municipal tax expense will continue to be levied on the basis of total student enrolment. The shortfall in grant revenue to cover the municipal tax expense will be recovered from the operating grant to the TST and its Member Institutions at the rate of \$75 per non-doctoral international student.
- iv. **Special Services to Students with Disabilities:** The University will retain the grant entitlement of the TST in respect of special services to students with disabilities, and will provide such special services to the students of the TST on an equal basis with all other students registered at the U of T.
- v. **Facilities Renewal Grant:** The allocation to the TST of funding from the Government of Ontario's Facilities Renewal Program will be calculated in accordance with the current U of T methodology.

4. **Other Government of Ontario Grant Programs:**

Where the TST and its Member Institutions are eligible for other designated funds through the Government of Ontario, their entitlements will be calculated and included in the University's submissions. Any funding received will be remitted to the TST or its Member Institutions on the basis of those calculations. Where the U of T is held accountable for the use of such funds, the TST will provide the necessary information about its use of the funds.

5. **Conditions:**

This clause outlines other conditions related to the grant income transfer payments.

- i. The TST shall no later than April 30 each year, provide the University, through the U of T Vice-President and Provost's Office, with a five-year enrolment forecast for its BIU-eligible enrolment.
- ii. If the Government of Ontario allows the TST or its Member Institutions the option to receive grants directly and to report directly all of the information necessary to secure those grants, the TST will exercise the option. Exercise of this option would not nullify any other mutual obligations and responsibility in the Memorandum of Agreement.

- iii. The University, under this Schedule, will remit the grants only to the level of the TST, except where it is not feasible for the TST to allocate the grants itself. The University will annually prepare and provide calculations needed to determine grant entitlements to Member Institutions, whether or not they are so allocated.
- iv. All enrolment, tuition fee, ancillary fee and other reports required by the Government of Ontario in order to secure funding and comply with Government regulations will be submitted to the University, through the U of T Vice-President and Provost's Office, for transmittal to the Government of Ontario.
- v. Tuition and fees for conjoint degree programs listed in Schedule B shall be determined annually in consultation with the Vice-President and Provost of the U of T and shall be brought forward to the Governing Council of the U of T for approval. Tuition and fees shall comply with the Ministry's *Tuition Fee Framework Guidelines for Publicly-Assisted Universities*. The U of T shall include the tuition fees for conjoint degree programs in its annual *Tuition Fee Compliance Report* to the Government of Ontario.
- vi. All certification and external audit requirements of the Government of Ontario will be met by TST or its Member Institutions, as will the costs of such certification and audit. The results of such certification and external audit will, as required, be submitted to the University, through the U of T Provost's Office, for transmittal to the Government of Ontario.

Services Costing

The purpose of this section is to define in detail the calculations that will be followed in determining the costs of services to be charged to the TST. Changes may be made from time to time by the authority of the Joint Committee.

The TST will be charged annually for services using the methodology in keeping with the attribution of institutional expenses to the academic divisions of the University. As this methodology can change, this agreement allows for the use of whatever methodology is in use at the time. Costs included in the TST cost model have been modified to recognize differences from an academic division of the University, such as the management of physical plant, for which the TST is independently responsible.

In 2014-15, the attribution of central costs at the U of T will be done via a 'cost bin' system, which has been negotiated as noted below for the purposes of charging the TST for services. In all cases, the costs for the coming year are budgeted in advance and apportioned on the basis of set cost drivers, some of which may be forward looking, and some of which may be used on a slip-year or even double-slip year basis as appropriate. The annual amount to be charged to TST will be prorated across 12 months and deducted from the monthly grant income transfers from the U of T to the TST. Table 1 summarizes the cost drivers and their sources. The unit costs used in the calculation are the average St. George campus unit costs for the preceding year. The revenue and cost information for

each upcoming fiscal year starting May 1 shall be provided to the TST in March of each year.

1. Occupancy

The TST shall not be charged under this bin, given that the TST is independently responsible for its own buildings and space. However, the TST may contract separately with the U of T for utilities such as steam heating, as is currently the case. This agreement does not impact any existing agreements between the TST and the U of T for utilities or other building services.

2. Information Technology

The TST shall be charged for information technology services such as email, network connectivity, security, student information system (currently ROSI) access and learning management system (currently Blackboard) access, based on the number of students and administrative staff, as well as flow-through revenue, as cost drivers.

As with academic divisions at the U of T, the TST can choose to avail itself of additional information technology services at additional cost. New data systems, where requested by the TST, may be contracted for with the University at the contract programming rates normally charged within the U of T. This type of expense is not included in the Information Technology cost bin.

3. University Management

The TST shall be charged a portion of the University's management costs to recognize their representation by the University in government, civic, and public forums, based on flow-through revenue as cost driver. This bin also covers the costs of student disciplinary and appeal proceedings.

4. Financial Management

The U of T does not provide any services related to this bin to the TST, therefore, the cost has not been included.

5. Human Resources

The U of T does not provide any services related to this bin to the TST, therefore, the cost has not been included.

6. Pension Deficit

The U of T does not provide any services related to this bin to the TST, therefore, the cost has not been included.

7. Advancement and Alumni

The TST shall be charged a set fee of \$10,000 per annum in recognition of the Alumni Magazine being provided to all of the TST's conjoint programs alumni.

8. Library

The parties to this Agreement have reached an agreement on the cost to be charged for Libraries for 2014-2015. They have further agreed to form a Working Group to review the assessment of library services for 2015-16 and make recommendations for a methodology going forward.

9. Research Administration

The TST shall be charged research administration of grants, contracts and ethics protocols based on actual usage of these services, using three-year totals, as cost drivers.

10. Student Services

The TST shall be charged for student services such as Athletics, Student Life, and School of Graduate Studies, based on the number of students. This represents the equivalent budget contribution made by academic divisions to these services for their respective students, over and above the portion funded by direct fees paid by students (see next section on incidental fees).

11. University Wide Academic Expense

The U of T does not provide any services related to this bin to the TST, therefore, the cost has not been included.

12. University Wide General Expense

The U of T does not provide any services related to this bin to the TST, therefore, the cost has not been included.

13. Copyright

The U of T and the TST and its Member Institutions are responsible for their own compliance with copyright law and any royalties for licenses that they may enter into separately.

Incidental Fees

Students enrolled in the Basic Degree and Advanced Degree programs of the TST *who as a group have elected to pay the U of T's compulsory non-academic incidental fees* may access U of T student services. This fee is established annually by the Governing Council of the University.

The U of T will notify the TST of the approved or proposed incidental fees for student services no later than March 31 of each year. Any new services (as opposed to the expansion of existing services) to be introduced and funded by the Student Services Fee will be discussed with the Executive Committee of the TST Board and ratified by the Board in regard to their accessibility by TST students.

Other Services and Expenses

Other services may be negotiated, at the discretion of the TST or its Member Institutions, in keeping with this Agreement.

Table 1: Cost Drivers and Sources Effective 2014-15

Bin #	Cost Bin	Sub-Bin	Cost Application	Cost Driver
1	Occupancy	Building Costs	Direct	As per separate contracts if applicable
1	Occupancy	Classrooms	N/A	
1	Occupancy	ACE Office	N/A	
2	IT	Information Technology Governance	Applies	Actual flow through revenue on a double slip-year basis
2	IT	IT Infrastructure and Services - 35% Admin	Applies	All Staff FTE as provided annually in advance by TST
2	IT	IT Infrastructure and Services - 65% Students	Applies	All basic and advanced conjoint students as reported in the University's enrolment cubes as Factbook Fall FTE, on a slip-year basis
2	IT	IT Fund	N/A	
2	IT	New Student Information System (replacement for ROSI Student Information System)	Applies	All basic and advanced conjoint students as reported in the University's enrolment cubes as Factbook Fall FTE, on a slip-year basis
3	University Management	University Management	Applies	Actual flow through revenue on a double slip-year basis
4	Financial Management	Financial Management	N/A	
5	HR	General Operations	N/A	
5	HR	Expenses Related to Academic Employees	N/A	
5	HR	Expenses Related to Admin & Union Employees	N/A	
6	Pension	2004-05 Pension	N/A	
6	Pension	2011-12 Pension	N/A	
7	Advancement	Alumni Relations	Applies	Negotiated fee to cover cost of Alumni Magazine sent to conjoint programs graduates
7	Advancement	Development	N/A	
8	Library		Applies	Negotiated fee to cover the cost of Libraries for 2014-15
9	Research	VP Research	Applies	3-yr total research funding
9	Research	Innovation	Applies	3-yr total research funding applications
9	Research	Research Services	Applies	3-yr total active research funds
9	Research	Ethics	Applies	3-yr total divisional protocols
10	Students	Undergraduate Admissions	N/A	
10	Students	Undergraduate Financial Aid & Awards	N/A	
10	Students	Undergraduate Recruitment	N/A	
10	Students	School of Graduate Studies,	Applies	All advanced conjoint students as reported in the University's enrolment cubes as Factbook Fall headcount, on a slip-year basis

10	Students	Athletics	Applies	All conjoint students as reported in the University's enrolment cubes as Factbook Fall FTE, on a slip-year basis, who have elected to pay the required incidental fees
10	Students	Student Life and Art Centre	Applies	All conjoint students as reported in the University's enrolment cubes as Factbook Fall FTE, on a slip-year basis, who have elected to pay the required incidental fees
10	Students	Centre for Teaching Support and Innovation (CTSI)	N/A	
11	UW Academic	University Wide Academic Expenses	N/A	
12	UW General	University Wide General Expenses Other	N/A	
12	UW General	University Wide General St. George Debt Costs	N/A	
12	UW General	University Wide Gen U-W Debt Costs	N/A	
12	UW General	University Wide General Divisional Debt Cost	N/A	