



FOR INFORMATION

PUBLIC

OPEN SESSION

TO: Academic Board

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DATE: August 19, 2013 for October 3, 2013

AGENDA ITEM: 5

ITEM IDENTIFICATION:

Report of the Review Committee of the Memorandum of Agreement between the Toronto School of Theology and its Member Institutions and the University of Toronto, 2013-14

JURISDICTIONAL INFORMATION:

Clause 25 of the Memorandum of Agreement between the University of Toronto Governing Council and the Toronto School of Theology, 2004-2014 approved by Governing Council on June 24, 2004 states “At the beginning of the ninth year of the term of this Agreement, the Director of TST and the President of 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.”

New or substantially amended agreements with affiliated or federated institutions such as the Toronto School of Theology are recommended by the Academic Board to the Governing Council. Extension of the term of the agreements or minor amendments are approved by the Academic Board and confirmed by the Executive Committee. (*Academic Board, Terms of Reference, 5.2.8 Agreements with Certain Affiliated or Federated Institutions*)

GOVERNANCE PATH:

1. Committee on Academic Policy and Programs [for information] (September 17, 2013)
2. **Academic Board [for information] (October 3, 2013)**

PREVIOUS ACTION TAKEN:

The University of Toronto and the Toronto School of Theology first signed a Memorandum of Agreement in 1978. This MOA was subsequently renewed in 1983, 1989, 1994, and 2004. The current MOA between the partners was approved by Governing Council on June 24, 2004.

HIGHLIGHTS:

Context

Under a Memorandum of Agreement the Toronto School of Theology and its Member Institutions offer undergraduate and graduate degree programs conjointly with the University of Toronto.

Background

TST and the seven theological colleges associated with it are institutionally independent of the University and have their own systems of governance. The relationship between the two independent organizations arose as follows:

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 in respect to degrees in theology, while suspending (where they possessed it) their authority to grant all other degrees.

Provincial policy changed in 1978 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 agreed to participate with its federated theological partners 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 University of Toronto and one of the member institutions of TST.

Toronto School of Theology was established in 1969. The purpose of TST is to facilitate effective co-operation among its Member Institutions and between the Member Institutions and U of T and thereby to foster excellence in theological education in Ontario.

Review

The current Memorandum of Agreement between the University of Toronto and the Toronto School of Theology (and its member institutions) was signed in 2004 and will expire June 30, 2014.

In conformity with Clause 25 of the Memorandum of Agreement, the University of Toronto and the Toronto School of Theology and its member institutions have appointed three representatives each to a Review Committee. The mandate of the Review Committee is to review experience under the current MOA over the past nine years, report on compliance by the respective parties, consider any changes in the context of the MOA over the course of its current term, assess the degree to which its terms remain appropriate, and make recommendations accordingly. Attached for reference are the detailed terms of reference agreed upon for review. They reflect the comprehensive mandate defined for the 2003-4 review.

Membership

The membership of the Review Committee is as follows: Prof. Cheryl Regehr, Vice-Provost, Academic Programs, Office of the Vice-President and Provost (Co-Chair) Prof. Alan Hayes, Director TST (Co-Chair) Prof. Anne Anderson, President, University of St. Michael's College Prof. Brian Corman, Vice-Provost Graduate and Dean School of Graduate Studies, Vice-Provost Graduate Education Prof. Paul Gooch, President, Victoria University Prof. Sandy Welsh, Vice-Dean Graduate, Arts and Science. Resource: Dr. Jane E. Harrison, Director Academic Programs and Policy, Office of the Vice-President and Provost. The Executive Committee of Governing Council, approved the U of T members of the Committee, February 28, 2013.

Process

A call for submissions from was issues to both the U of T and TST communities on March 14, 2013 (See PDAD&C #44, 2012-13). The committee met repeatedly between mid-March and end June 2013 to consider the specific issues raised in the Terms of Reference and all submissions.

Next Steps

The TST and the U of T will move forward through the fall in drafting a new MOA, informed by the Final Report of the Review Committee. The new MOA will be brought forward to governance for approval.

RECOMMENDATION:

The attached final report is being presented to both TST and U of T *for information only*.

DOCUMENTATION PROVIDED:

- 2004 MOA
- Terms of Reference for the 2013-14 Review of the MOA between the University of Toronto (U of T) and the Toronto School of Theology (TST)
- Final Report of the Review Committee of the Memorandum of Agreement between the Toronto School of Theology and its Member Institutions and the University of Toronto, 2013-14

MEMORANDUM OF AGREEMENT

MEMORANDUM OF AGREEMENT made as of the first day of July 1994 and amended as of 1 July 2001 and 1 July 2004.

BETWEEN:

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 FIRST 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 SECOND 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,

OF THE THIRD PART

- and -

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

OF THE FOURTH 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 FIFTH PART

- and -

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

OF THE SIXTH 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 SEVENTH PART

- and -

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

OF THE EIGHTH PART

- and -

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 "U of T" and "the University")

OF THE NINTH PART

The previous Memorandum of Agreement among the parties, dated the 1st day of July 2001, provided in clause 23 for a committee to be struck to review the operation of the Agreement and to provide guidance to the parties about the possible renewal of the Agreement and modifications and improvements in any renewal Agreement.

The Committee met and made recommendations which have been considered by the parties, who wish to enter into a renewal Agreement, as set out below.

The parties of the second to eighth part, inclusively (in this Agreement the “Member Institutions”) wish to continue to strengthen and improve the resources available for theological education in Ontario. To that end, they wish to continue to qualify for funding from the Government of Ontario for candidates seeking basic and advanced degrees in theology on the terms set out by the said Government from time to time. This requires the continuation of the close academic relationship among TST, the Member Institutions and U of T that exists at present.

Accordingly, U of T will participate in the direction of the theological education programs offered by TST and its Member Institutions, and the granting of basic and advanced degrees in theology;

The purpose of TST is to facilitate effective co-operation among its Member Institutions and between the Member Institutions and U of T and thereby to foster excellence in theological education in Ontario;

All the parties to this Agreement, and their respective Senates, Councils, Boards and/or governing bodies as appropriate to each Member Institution, have the power and authority to approve and authorize entry into this Agreement, and have done so;

Therefore, in light of the foregoing and in consideration of the mutual covenants and agreements following, the parties agree, collectively and with each other, as follows:

1. The terms and provisions of this Agreement shall commence to apply as of the 1st day of July, 2004 and shall continue in full force and effect until 30 June 2014, unless by agreement of the parties hereto, it shall have been sooner renewed beyond that date, or unless, in accordance with clause 24, and in respect only of the party exercising its option thereunder, it shall have been terminated earlier.
2. If, during the term of this Agreement, TST wishes to add a new institution as a Member Institution and party to this Agreement, the Agreement may be re-opened for consideration of this request only. If U of T and 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. (i) In accordance with the purpose of the Memorandum of Agreement and the common goals stated therein, a committee called the Joint Committee on U of T/TST Relations (the “Joint Committee”) shall be appointed. It shall consider

and deal with such operational issues pertaining to the relationship between U of T and TST as may arise during the term of the Agreement.

- (ii) The Joint Committee shall consist of three members appointed by the President of U of T and three members appointed by the Board of Trustees of TST.
 - (iii) The Joint Committee shall meet annually and at the request of either party as required.
 - (iv) The Joint Committee members shall have full voting and participation rights on the Joint Committee.
 - (v) 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 nor Schedule D, but it may make recommendations to the Board of Trustees of TST, the boards of its Member Institutions and the Governing Council of the University of Toronto, through the appropriate officers, concerning proposed changes to the Agreement during its term.
 - (vi) The Joint Committee shall submit an annual report to the President of U of T and to the Board of Trustees of TST and in 2009 shall submit a report to the respective governing bodies reviewing the experience of the past five years.
4. U of T shall appoint and TST shall accept the appointment of representatives of U of T to the Board of Trustees of TST, the Committee to nominate a new Director of TST, and other councils and committees of TST that govern faculty appointments, degree regulations and curricula. Such representatives shall be full voting members of those bodies.
5. The representatives referred to in clause 4 hereof, and other U of T representatives on TST committees, shall be appointed in the manner and number prescribed in Schedule A annexed hereto.
6. With regard to conjoint programs,
- (i) TST and its Member Institutions agree that in faculty appointments, and in admissions, grading, and requirements for graduation, the standards of all academic components of programs shall be consistent with the appropriate standards of U of T;

- (ii) Changes in the programs, curricula, admission standards or requirements, grading practices or requirements for graduation of TST and the Member Institutions as they existed on 1 July 2004 and deemed substantive by any party to this Agreement shall be made or instituted only after consideration and approval by TST, the Member Institutions and U of T;
 - (iii) Any new programs shall be introduced only after consideration and approval by TST, the Member Institutions and U of T.
7. All recommendations for the award and conferring of earned degrees in theology in those programs listed in Schedule B annexed hereto (“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 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, but each Member Institution reserves the right not to present a candidate who has not fulfilled all its own requirements.
 8. 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 U of T, and when so approved, all such Degrees shall be conferred conjointly by U of T and the Member Institution upon whose recommendation the candidate has been presented, in the convocation of that Member Institution. For the purposes hereof, a conjoint Degree is one which is conferred by the simultaneous exercise of the power and authority of U of T and of a Member Institution.
 9. The formula used in conferring the Degree and the diploma evidencing the same shall state that the Degree has been awarded by the conjoint exercise of the authority of U of T and of the Member Institution concerned. The diploma shall have the signatures or facsimile signatures of the Chancellor of U of T, the Head of the Member Institution and the Director of TST.
 10. 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 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 University of Toronto within the meaning of the University of Toronto Act, 1971, as amended.

11. Notwithstanding clause 10,

- (i) Any student whom TST and its Member Institutions register in a program that is recognized in Schedule B to this Memorandum at the time of the student's registration, shall thereby be conjointly registered at U of T for academic purposes.
- (ii) 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 to achieve as much consistency as possible in the treatment of student conduct obligations in non-academic matters among the parties. Accordingly, the Member Institutions will endeavour to harmonize their codes of student conduct. A Member Institution may choose to come under the U of T's Code of Student Conduct (the "Non-Academic Code") by adopting that Non-Academic Code, in accordance with section A.10 of the Non-Academic Code (July 2002). In any such case, the Member Institution will advise its students in writing of this changed jurisdiction and will require them to adhere and submit thereto. The Non-Academic Code will thereafter govern the exercise of such jurisdiction over the students of the Member Institution and may be amended by U of T thereafter, after consultation with the Member Institution(s) affected.
- (iii) TST and the Member Institutions hereby agree that all students admitted by or registered in TST and the Member Institutions, whether in the conjoint programs listed in Schedule B annexed hereto or in any non-conjoint program of TST and the Member Institutions or any of them, shall be subject to the exclusive disciplinary jurisdiction of U of T in respect of academic matters. 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 U of T's Code of Behaviour on Academic Matters, as amended from time to time (the "Academic Code"), will govern the exercise of such jurisdiction and may be amended by U of T hereafter, after consultation with TST and the Member Institutions. In applying the Academic Code, the roles, rights and duties of the dean and the department chair shall be assumed and exercised by the dean or principal, as the case may be, of the Member Institution in which the student is registered.
- (iv) TST and the Member Institutions hereby agree that any student registered in a conjoint 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 U of T hereafter, after consultation with

TST and Member Institutions. It is further agreed that TST grading policy, and procedures on petitions and appeals, shall be consistent with U of T policy and procedures.

- (v) All graduates of TST and the Member Institutions who have earned and received conjoint degrees in conformity with the Agreements of 1978, 1983, and 1989, 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.
 - (vi) Faculty members and students of U of T and TST and its Member Institutions shall have reciprocal access to the library resources of the parties to this Agreement.
12. The enrolment of students in theological programs shall continue to be carried out by 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 Government of Ontario operating grant formula manual in relation to grants received by U of T on behalf of TST.
13. The TST will fully reimburse or otherwise indemnify the U of T for the cost of maintaining student records and other records and reporting requirements necessary to comply with Government of Ontario and Ontario Council on Graduate Studies regulations and with the Memorandum of Agreement. The procedures that will be followed in determining the annual reimbursement of expenses are set out in Schedule C annexed hereto.
14. (i) 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 University of Toronto and other public universities.
- (ii) The teaching staffs in theology of 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 U of T.
- (iii) In making appointments of teaching staff and assigning their duties, TST, its Member Institutions, and U of T recognize that theological education and preparation for ministry require some faculty members to have ecclesiastical status. The Member Institutions reserve the right to make appointments and assign duties according to such requirements.

- (iv) TST and its Member Institutions are committed to the protection of their teaching staff by those guarantees pertaining to dismissals enjoyed by faculty members in the University of Toronto and other public universities, viz. guarantees that they may be dismissed only for adequate cause, as defined in the Policy and Procedures on Academic Appointments of the University of Toronto, namely, persistent neglect of duty, inability to carry out reasonable duties, failure to maintain reasonable competence, or gross misconduct.
 - (v) In implementing procedures for dismissal for cause, 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 University of Toronto.
15. Each of the Member Institutions and TST will 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 or in any wise arising herefrom shall commit U of T to any new expense or expenditure not fully recoverable and to be recovered from the Member Institutions, or shall subject U of T to any additional or increased financial burden whatsoever.
 16. 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 theological programs of TST and the Member Institutions and will remit such grants to TST or to the respective Member Institutions according to their entitlements, subject however to reimbursement by the Member Institutions to U of T for all the direct and indirect costs, expenditures and overhead expenses reasonably incurred by U of T in connection with or arising from the operation and administration of this Agreement. The rates and methods of calculation and reimbursement, and of determining costs and expenses, are set out in Schedule D annexed hereto.
 17. The Director of TST shall report annually to the Board of Trustees of TST and to the President of the University of Toronto respecting all matters arising out of the operation of this Agreement or contemplated hereby and any other related matters as to which the President acting reasonably, shall request a report.
 18. TST will transmit to U of T the appraisals of its programs by the Association of Theological Schools in the United States and Canada. U of T reserves the right to conduct with the co-operation of TST, under the auspices of the School of Graduate Studies (“SGS”) and in a manner analogous to its own periodic program reviews, subsequent reviews of any TST program leading to a conjointly awarded degree. SGS will facilitate appraisal of appropriate TST programs by the Ontario Council on Graduate Studies (“OCGS”) and will transmit the OCGS report to TST. SGS will

also facilitate participation in the Ontario Visiting Graduate Student program for TST courses in degree programs that have been successfully appraised by OCGS.

19. Any party hereto may withdraw from this Agreement and cease to be bound hereby and to participate in such of the procedures hereby contemplated as apply to that party 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.
20. Regis shall continue to be federated hereby with the University of Toronto for and during this Agreement and any renewal term to which Regis shall have assented, for the purposes only of facilitating the operation and administration of this Agreement and in relation only to courses or programmes of study in Regis leading to the basic or advanced Degrees in theology listed in the said Schedule B; provided that notwithstanding the termination or expiry of the term or renewal term of this Agreement, such federation shall continue thereafter until U of T shall have given Regis twelve months' written notice dissolving the federation and the period of such notice shall have expired.
21. St. Augustine's shall continue to be federated hereby with the University of Toronto for and during this Agreement and any renewal term to which St. Augustine's shall have assented, for the purposes only of facilitating the operation and administration of this Agreement and in relation only to courses or programmes of study in St. Augustine's leading to the basic or advanced Degrees in theology listed in the said Schedule B; provided that notwithstanding the termination or expiry of the term or renewal term of this Agreement, such federation shall continue thereafter until U of T shall have given St. Augustine's twelve months' written notice dissolving the federation and the period of such notice shall have expired.
22. During the currency of this Agreement, unless it has withdrawn herefrom pursuant to clause 19 heretofore, 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.
23. Students enrolled at the commencement of the term of this Agreement in 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.
24. 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,

and 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 and 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.

25. At the beginning of the ninth year of the term of this Agreement, the Director of TST and the President of 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.
26. 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 1994, 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.

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 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

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

SCHEDULE A

REPRESENTATIVES ON

COUNCILS AND COMMITTEES

1. The President shall appoint two representatives to the Board of Trustees.
2. The Dean of the School of Graduate Studies (SGS) shall appoint as representatives of the University, from among current or recent members of the Executive Committee of Division I:
 - (a) at least one but no more than two members to the Academic Council for the Basic Degree Division of TST;
 - (b) at least one but no more than two members to the Academic Council for the Advanced Degree Division of TST;
 - (c) at least one but no more than two members to TST Committee on Faculty Appointments.
3. The Dean of SGS shall appoint two members (normally the Associate Dean of Division I and a senior member from the Humanities) to the Status Committee of the Academic Council for the Advanced Degree Division.
4. The Dean of SGS shall, in consultation with the Director of Advanced Degree Studies, appoint one voting U of T member to each final oral examination for the degrees of Doctor of Theology and Doctor of Ministry.
5. The Director of TST shall inform the Dean of SGS on an annual basis of all changes to the degree regulations or program requirements – including changes to curricula, admission standards or requirements and grading practices – for degrees offered conjointly with U of T.
6. The Dean of SGS shall report annually to the President of U of T concerning the academic quality of programs leading to conjointly awarded degrees, and provide a copy of this report to the Director of TST and the Joint Committee. The Joint Committee shall review and consider the report to determine whether there are issues that should be addressed.
7. The Joint Committee shall report annually to the President of U of T and the Director of TST.
8. The Director of Advanced Degree Studies at TST shall be an assessor member of the Executive Committee of Division I of SGS.

SCHEDULE B

CONJOINTLY AWARDED DEGREE PROGRAMS IN THEOLOGY

The following degree programs, offered by one or more Member Institutions under this Memorandum of Agreement, shall be conjointly awarded degree programs:

Master of Arts in Ministry and Spirituality (M.A.M.S.)
Master of Divinity (M.Div.)
Master of Pastoral Studies (M.P.S.)
Master of Religion (M.Rel.)
Master of Religious Education (M.R.E.)
Master of Theological Studies (M.T.S.)
Master of Theology (Th. M.)

Doctor of Ministry (D.Min.)
Doctor of Theology (Th.D.)

It is understood that while the Joint Committee referred to in the Memorandum of Agreement may make changes to this Schedule, before any new conjoint degree program is added to this Schedule it must first have been approved by the Academic Board of U of T Governing Council and by the appropriate TST Degree Council.

SCHEDULE C

ADMINISTRATIVE GUIDELINES

FOR

REIMBURSABLE EXPENSES, ANCILLARY FEES AND REPORTING REQUIREMENTS UNDER THE MEMORANDUM OF AGREEMENT BETWEEN THE UNIVERSITY OF TORONTO AND THE TORONTO SCHOOL OF THEOLOGY

Introduction

The Memorandum of Agreement between the University of Toronto and the Toronto School of Theology provides, in Clause 16, that “the University 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 theological programs of the Toronto School of Theology and its Member Institutions and will remit such grants to TST or to the respective Member Institutions according to their entitlements, subject however to reimbursement by the Member Institutions to U of T for all the direct and indirect costs, expenditures and overhead expenses reasonably incurred by U of T in connection with or arising from the operation and administration of this Agreement.”

The purpose of these guidelines is to define in detail the procedures that will be followed in determining the annual reimbursement of expenses to the University by the Toronto School of Theology or its Member Institutions. Because government funding regulations and programs change from time to time, the guidelines are drafted in generic terms wherever possible in order to allow adjustment to new regulations and procedures by the Joint Committee without reopening the Memorandum of Agreement.

A. Reimbursement

The Toronto School of Theology will fully reimburse or otherwise indemnify the University for the cost of maintaining student records and other records and reporting requirements necessary to comply with the Government of Ontario and Ontario Council on Graduate Studies regulations and with the Memorandum of Agreement.

- A1. Student records systems costs (organizationally, Student Information Systems) which are currently \$36.32 per student record, assuming that TST will enter all data via teleprocessing.
- A2. Enrolment reporting and records maintenance costs (organizationally, Office of the Vice-Provost, Planning and Budget) which are currently \$6.47 per student,

including coding, production of reports, and verification, assuming that TST participates in the University's student information systems (currently ROSI).

- A3. The costs of student records systems and enrolment reporting (i and ii above) will be indexed annually at the actual average rate at which administrative salaries increase in the Office of the Vice-Provost, Planning and Budget) and Student Information Systems (or their organizational successors). The Director of the Toronto School of Theology will be advised of any structural or procedural changes in the above offices which may render this method of indexation inappropriate.
- A4. New data systems, where necessary, will be set up by the University at the contract programming rates normally charged within the University. TST or its Member Institutions will be charged those rates for programming requirements that they determine.
- A5. Network support services will be provided by the University at the programming contract rates normally charged within the University by UTCNS. TST or its Member Institutions will be charged those rates for network support requirements that they determine.
- A6. Member Institutions will remit to U of T the administrative costs associated with U of T disciplinary and appeal proceedings adopted by Member Institutions, pursuant to clause 11 of the Memorandum of Agreement, namely of the University Tribunal and the Discipline Appeals Board for hearings under the Code of Behaviour on Academic Matters, of the Hearing Officers and the Discipline Appeals Board for hearings under the Code of Student Conduct and of the Academic Appeals Committee of Governing Council, for a student registered in a Member Institution.
- A7. Other services may be negotiated, at the discretion of TST or its Member Institutions, on terms comparable to items 1 through 5 above.
- A8. All reimbursements will be made by April 30 of the year in which respective costs are incurred.

B. Ancillary Fees

- B1. Students enrolled in the Basic Degree programs of TST will be assessed ancillary fees for student services provided by the University of Toronto at the rates established annually by the Governing Council of the University. The services for which such fees are assessed are at present:
 - a) Health Service
 - b) Department of Athletics and Recreation
 - c) Hart House

- d) Student Service Fee:
- Career Centre
 - Counselling and Learning Skills Services
 - First Nations House
 - Housing Service
 - International Student Centre
 - Part-time child care

- B2. The ancillary fees assessed to students in Basic Degree programs under B1(d) will not include the components of the Student Service Fee assessed in support of the occupancy costs of student societies. TST students are not represented by University of Toronto student societies, and are exempt on that basis.
- B3. Students enrolled in the Advanced Degree programs of TST or in any degree program at St. Augustine's Seminary will not be assessed the foregoing fees (B.1), and will not be eligible to use the services for which the fee is assessed. Should any of the student services listed under B.1 offer an optional membership program, such services will be available to students in Advanced Degree programs or in any degree program at St. Augustine's Seminary upon payment of the respective optional fee. This provision does not compel the University to offer an optional membership fee program where one does not already exist.
- B4. The University of Toronto has entered into a license with Access Copyright to allow the reprographic reproduction of copyrighted works, and the Toronto School of Theology and its Member Institutions are covered by the license, and have agreed formally to abide by the license and to assess their students, Basic Degree and Advanced Degree, an ancillary fee to cover an annual tariff based on the number of full-time equivalent students.
- B5. The University of Toronto will notify TST of the approved or proposed ancillary 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.
- B6. Student ancillary fees that are assessed to TST students are collected by the Fees Department of U of T.

C. Reporting Requirements

- C1. TST shall no later than April 30 each year, provide the University, through the Vice-Provost, Planning and Budget, with a five-year enrolment forecast for its BIU-eligible enrolment.
- C2. If the Government of Ontario allows TST or its Member Institutions the option to receive grants directly and to report directly all of the information necessary to

secure those grants, TST will exercise the option. Exercise of this option would not nullify any other mutual obligations and responsibility in the Memorandum of Agreement.

- C3. The University, under this Schedule, will remit the grants only to the level of TST, except where it is not feasible for 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
- C4. 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 Vice-Provost, Planning and Budget, for transmittal to the Government of Ontario.
- C5. 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 Vice-Provost, Planning and Budget, for transmittal to the Government of Ontario.

SCHEDULE D

ADMINISTRATIVE GUIDELINES FOR CALCULATION AND TRANSFER OF GRANT INCOME UNDER THE MEMORANDUM OF AGREEMENT BETWEEN THE UNIVERSITY OF TORONTO AND THE TORONTO SCHOOL OF THEOLOGY

Introduction

The Memorandum of Agreement between the University of Toronto and the Toronto School of Theology provides, in Clause 16, that “the University 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 theological programs of the Toronto School of Theology and its Member Institutions and will remit such grants to TST or to the respective Member Institutions according to their entitlements, subject however to reimbursement by the Member Institutions to U of T for all the direct and indirect costs, expenditures and overhead expenses reasonably incurred by U of T in connection with or arising from the operation and administration of this Agreement.”

The purpose of these guidelines is to define in detail the procedures that will be followed in determining the annual calculation and transfer of grant income by U of T to the Toronto School of Theology or to its Member Institutions.

Calculation and Transfer of Grant Income

1. Indemnity Against Grant Loss

In accordance with Clause 16, in regard to all transactions involving the calculation and transfer of grant income or other income regulated by the Government of Ontario, TST or its Member Institutions, or both as appropriate, will indemnify the University against:

- a) any enrolment decreases among TST Member Institutions, which reduce grants to the University.
- b) any enrolment fluctuations among TST Member Institutions which would force the University outside its formula “corridor”, as calculated from the mid-point of the corridor.
- c) any tuition fees or ancillary fees which result in deductions from formula grants.

2. TST Enrolment Corridor

The grant income transferred to TST shall be calculated with reference to a “corridor midpoint” for the aggregate enrolment of TST member institutions, as measured

in eligible BIUs. TST shall undertake to maintain its five-year moving- average enrolment within a band of plus or minus three percent of the corridor midpoint. Should the Government of Ontario offer funding for corridor increases, TST will be eligible to negotiate a higher enrolment corridor within the University's enrolment corridor. Conversely, should TST be unable to sustain its enrolment within its corridor, TST and the University will negotiate a new lower enrolment corridor with commensurately reduced grant levels.

3. Special Services to Students with Disabilities

The University will retain the grant entitlement of TST in respect of special services to students with disabilities, and will provide such special services to the students of TST on an equal basis with all other students registered at the University of Toronto.

4. Facilities Renewal Grant

- a) The allocation to TST of funding from the Government of Ontario's Facilities Renewal Program will be calculated in accordance with the Council of Ontario Universities "Building Blocks" space formula, Member Institution by Member Institution. The percentage of space generated under the "Building Blocks" formula for each Member Institution will be its share of MET Facilities Renewal funding received by the University.
- b) If the Government of Ontario funds Facilities Renewal Grants through a capital debenture scheme, the debentures will be held by TST or TST Member Institutions.

5. Other Government of Ontario Grant Programs

Where TST and 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 TST or its Member Institutions on the basis of those calculations. Where the University is held accountable for the use of such funds, TST will provide the necessary information about its use of the funds.

March 14, 2013

Terms of Reference for the 2013-14 Review of the MOA between the University of Toronto (U of T) and the Toronto School of Theology (TST)

The mandate of the Review Committee is to review experience under the current MOA over the past nine years, report on compliance by the respective parties, consider any changes in the context of the MOA over the course of its current term, assess the degree to which its terms remain appropriate, and make recommendations accordingly. In particular, the Review Committee will:

1. Broadly:
 - a. Consider whether the fundamental purposes of the MOA, namely to foster excellence in theological education by ensuring standards of academic quality and behaviour consistent with those of UofT, have been fulfilled in the term of the current MOA.
 - b. Review the specific terms of the current MOA and their implementation. Recommend any changes that are considered warranted.
2. Review matters relating to academic appointments, confirming whether the terms of the MOA in this respect have been honoured and recommending whether any change in those terms is warranted.
3. Review the provisions of Schedule A of the MOA regarding representation on councils and committees, assess their effectiveness in practice, and recommend whether any change in these provisions is warranted.
4. Review compliance with and the effectiveness of Clause 18 and Schedule A, Section 6, of the MOA concerning the oversight of the academic quality of programs and the application of the University of Toronto's Quality Assurance Process (UTQAP) in line with Section 1.4 of the Province of Ontario's Quality Assurance Framework.¹
5. Consider whether the current range of conjoint degrees is appropriate and make recommendations concerning which academic programs should be included in any renewed agreement.
6. Consider the experience of the TST member institutions with the UofT Code of Behaviour on Academic Matters, the University's academic appeals process, and U of T Code of Student Conduct. Recommend whether any changes in jurisdiction are warranted.
7. Review the computation of grant revenue and expense allocations and make recommendations for any changes to the administrative guidelines set out in Schedule C to the MOA.
8. Review the various accountability requirements of the current MOA, including the requirement for submission of annual report by the Director of TST and by the Dean of the School of Graduate Studies, report on the extent to which these requirements have

¹ "Institutional responsibility for quality assurance extends to new and continuing undergraduate and graduate degree/diploma programs whether offered in full, in part, or jointly by any institutions federated and affiliated with the university. Ontario University's Council on Quality Assurance, *Quality Assurance Framework*, May 8, 2012.

Terms of Reference for the 2013-14 Review of the MOA between the University of Toronto (U of T) and the Toronto School of Theology (TST)

achieved the stated goals, and make recommendations for appropriate processes in any renewed MOA to ensure appropriate accountability in the future.

9. Recommend whether, for what period, and on what terms the MOA between the parties should be renewed.

The Review Committee welcomes submissions from members of the UofT and TST communities. Submissions should be sent to tst.uoft.moareview@utoronto.ca, and are due by April 30, 2013

The Review Committee will report to the parties in June 2013.

August 23, 2013

Report of the Review Committee of the Memorandum of Agreement between the Toronto School of Theology and its Member Institutions and the University of Toronto, 2013-14

Preface to Consolidated Recommendations

Under a Memorandum of Agreement the Toronto School of Theology and its Member Institutions offer undergraduate and graduate degree programs conjointly with the University of Toronto. The current Memorandum of Agreement between the University of Toronto and the Toronto School of Theology (and its member institutions) was signed in 2004 and will expire June 30, 2014.

In conformity with Clause 25 of the Memorandum of Agreement the University of Toronto and the Toronto School of Theology and its member institutions have appointed three representatives each to the Review Committee. The mandate of the Review Committee is to review experience under the current MOA over the past nine years, report on compliance by the respective parties, consider any changes in the context of the MOA over the course of its current term, assess the degree to which its terms remain appropriate, and make recommendations accordingly.

The membership of the Review Committee is as follows: Prof. Cheryl Regehr, Vice-Provost, Academic Programs, Office of the Vice-President and Provost (Co-Chair) Prof. Alan Hayes, Director TST (Co-Chair) Prof. Anne Anderson, President, University of St. Michael's College Prof. Brian Corman, Vice-Provost Graduate and Dean School of Graduate Studies, Vice-Provost Graduate Education Prof. Paul Gooch, President, Victoria University Prof. Sandy Welsh, Vice-Dean Graduate, Arts and Science. Resource: Dr. Jane E. Harrison, Director Academic Programs and Policy, Office of the Vice-President and Provost.

What follows is a draft for discussion of the recommendations to date of the Review Committee. The document is organized following the terms of reference of the Review Committee.

#1: a. Consider whether the fundamental purposes of the MOA, namely to foster excellence in theological education by ensuring standards of academic quality and behaviour consistent with those of UofT, have been fulfilled in the term of the current MOA.

Commentary: The Review Committee noted that the Report of the Task Force which led to the 2004 renewal of the MOA between the U of T and TST and its Member Institutions identified three factors behind the original decision of the U of T and TST and its Member Institutions to enter into an agreement. These included:

- enhancing resources for the graduate study of religion
- increasing government funding for theological education
- and establishing a mechanism for the U of T to confer degrees in Theology

In addition, the Task Force stated “that the fundamental purposes of the MOA, namely to foster excellence in theological education by ensuring standards of academic quality and behaviour consistent with those of U of T, have been fulfilled in the current term of the MOA.”

This latter commitment was not reflected in the 2004 MOA. The MOA states: “The parties of the second to eighth part, inclusively (in this Agreement the “Member Institutions”) wish to continue to strengthen and improve the resources available for theological education in Ontario. To that end, they wish to continue to qualify for funding from the Government of Ontario for candidates seeking basic and advanced degrees in theology on the terms set out by the said Government from time to time. This requires the continuation of the close academic relationship among TST, the Member Institutions and U of T that exists at present.

Accordingly, U of T will participate in the direction of the theological education programs offered by TST and its Member Institutions, and the granting of basic and advanced degrees in theology.”

Recommendation:

1. That the preamble to any renewed MOA emphasize that, while the original agreement between the parties may historically have been motivated by a focus on resources, the impetus to the renewed MOA is a commitment to promote the academic quality of programming in theology; to provide opportunities for students to engage in theological education; and to facilitate research and inquiry in this area by students and faculty. To this end the review Committee has drafted the following text:

Draft Preamble to 2014 MOA

1. 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 retain that independent authority in respect to degrees in theology, while suspending (where they possessed it) their authority to grant all other degrees.
2. Provincial policy changed in 1978 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 agreed to participate with its federated theological partners 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 University of Toronto 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.
3. Among the several benefits of this partnership between TST member institutions and the University of Toronto 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:
 - (a) Promoting the academic quality of theological studies;
 - (b) Strengthening opportunities for students to engage in theological studies; and
 - (c) Facilitating research and inquiry in this area by students and faculty.
4. The 1978 memorandum signed by each member institution and the University of Toronto was subsequently reviewed and renewed in 1983 and 1989, and then for ten year periods in 1994 and 2004. The 2004 agreement contains in clause 25 a provision for review and renewal. Following that review and consequent revisions, the parties and their respective governing bodies now have agreed to this memorandum as amended from the 2004 document to reflect the recommendations of the review.

b. Review the specific terms of the current MOA and their implementation. Recommend any changes that are considered warranted.

Commentary: The Review Committee noted that in addition to its seven Member Colleges (Emmanuel College, Knox College, Regis College, St. Augustine’s Seminary, St. Michael’s College Faculty of Theology, Trinity College Faculty of Divinity and Wycliffe College) the TST includes four Affiliate Members. These affiliate members are Conrad Grebel University College, the Institute for Christian Studies, Huron University College, and Waterloo Lutheran Seminary.

Recommendation:

2. That a provision be included in any renewed MOA to clarify that affiliate institutions of the TST are not federated with the U of T. This point should be added to the current Clause #2 which reads: “If, during the term of this Agreement, TST wishes to add a new institution as a Member Institution and party to this Agreement, the Agreement may be re-opened for consideration of this request only. If U of T and TST and all existing Member Institutions agree, the new institution shall become a Member Institution and party, and this Agreement shall be correspondingly amended.”

2. Review matters relating to academic appointments, confirming whether the terms of the MOA in this respect have been honoured and recommend whether any change in those terms is warranted.

Commentary: Each conjoint degree program (whether basic or advanced) confers on the graduating student a degree jointly awarded by the University of Toronto and each member institution. As a consequence, every faculty member teaching any course that is part of any conjoint program or supervising any student working towards a conjoint degree must meet standards appropriate to both the University of Toronto and the member institutions.

Recommendations:

To this end the Review Committee recommends that:

1. Every faculty member who will be engaged in any way in any conjoint program (whether a basic or advanced degree) should possess a research, scholarly and pedagogical profile consistent with the standards of the University of Toronto and the relevant member institutions including with the standards of the School of Graduate Studies of the University of Toronto where the member will be involved in teaching or supervision in conjoint graduate programs.
2. Every faculty member who will teach or supervise in a conjoint program must be hired through a properly constituted search process consistent with the principles and practices set out in the University of Toronto Governing Council Policy and Procedures on Academic Appointments, #5, October 30, 2003 and Clause 14, sections i-v of the current Memorandum of Agreement. In addition:
 - a. The Director the Toronto School of Theology 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 programs.
 - b. The Director of TST should review and approve the composition of all Member Institution Search Committees for positions where the incumbent will teach in conjoint programs.
 - c. Clause 14, sections i-v, of the current Memorandum of Agreement will be endorsed and renewed in any future agreement and extended to require search committees to state the reasons for the selection of the recommended candidate as per University of Toronto Governing Council Policy and Procedures on Academic Appointments, #5, iv, October 30, 2003.
 - d. In line with the norms of U of T practice, some positions may require applicants to possess specific professional designations.
3. The heads of the Member Institutions should commit to including on search, tenure and promotion committees for any faculty member engaged in the delivery of any conjoint program, two faculty members from the University of Toronto chosen by the Office of the

Vice-President and Provost in agreement with the Director of TST and the member Institution.

- a. One Provostial assessor to serve as a non-voting University of Toronto representative or assessor able to speak to process and policy standards
- b. The second, 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.

4. That 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 University of Toronto and that the nature of their engagement in the delivery of these conjoint programs conform to the norms for each category:
 - a. Teaching Stream (ie. teaching students in degree programs and related professional and administrative activities)
 - b. Tenure Stream (ie. teaching students in degree programs, maintaining a scholarly profile and related administrative activities)

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

5. All faculty members engaged in conjoint graduate degree programs must hold appropriate membership in TST's Graduate Centre for Theological Studies, equivalent to the University of Toronto's School of Graduate Studies designations of Full, Associate or Associate Restricted and conforming to the standards of the University of Toronto's School of Graduate Studies.

#3. Review the provisions of Schedule A of the MOA regarding representation on councils and committees, assess their effectiveness in practice, and recommend whether any change in these provisions is warranted.

Commentary: The Review Committee considered current U of T representation on the committees of the TST including the Joint Committee (3), Board of Directors (2), Board appointed TST Audit Committee (1), TST Committee on Faculty Appointments (1), Basic Degree Council (1) and Basic Degree Council Sub-Committees (1 each), Advanced Degree Council (2), Advanced Degree Academic Appeals Committee (1), and Advanced (Graduate) Degree Status Committee (1). The Committee concluded that these provisions had worked well and should continue but observed that with the move to the University of Toronto's Quality Assurance process [UTQAP] the locus of responsibility within the University for selecting U of T representatives had changed and certain provisions of Appendix A would need to be adjusted.

Recommendation:

1. The Review Committee endorses Clauses 4 and 5 of the MOA which set out the general expectation that the U of T will be represented on key TST Committees. The current practice of including U of T representatives on any subcommittees of these committees, should be made an explicit provision of the MOA.
2. The Review Committee noted that, with the planned establishment of the Graduate Centre for Theological Studies which will oversee conjoint graduate programs, the U of T should be represented on the selection committee for the Director of the Graduate Centre as well as the committee selecting the Director of the TST.
3. The Review Committee recommended that in light of the increased authority and responsibility of the Director of TST, it was necessary that the Director have the confidence of the U of T. As a consequence, it is suggested that in addition to U of T representation on the committee to select a new Director, it should be made explicit that while the process for selecting a Director will be determined by TST and its Member Institutions, the appointment of the Director will be made in agreement with the Vice-President and Provost of the University of Toronto.

Clause 4.

U of T shall appoint and TST shall accept the appointment of representatives of U of T to the Board of Trustees of TST, the Committee to ~~nominate~~ select a new Director of TST, the Committee to select a Director of the Graduate Centre for Theological Studies and other councils and committees of 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.

Clause 5.

The representatives referred to in clause 4 hereof, and other U of T representatives on TST committees, shall be appointed in the manner and number prescribed in Schedule A annexed hereto.

(new) Clause 6.

The process for selecting a Director will be determined by TST and its Member Institutions. The appointment of the Director will be made in agreement with the Vice-President and Provost of the University of Toronto.

4. The Review Committee endorses Clause 3 of the MOA providing for the establishment of the Joint Committee on U of T-TST Relations. The Joint Committee has proven to provide a welcome opportunity for productive discussion.

That it be explicitly stated that 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 Dean of the University of Toronto's School of Graduate Studies. (This recommendation should be understood to relate to the recommendation 2.5 above that "All faculty members engaged in conjoint graduate degree programs must hold an appropriate membership in TST's Graduate Centre for Theological Studies, equivalent and conforming to the standards of the University of Toronto's School of Graduate Studies (eg. Full, Associate or Associate Restricted). " The Toronto School of Theology will determine any other facets of this internal process.

5. That the composition of all doctoral examination committees for all conjoint programs in Schedule B should include a University of Toronto member, reflecting the conjoint character of these programs.
6. That Schedule A, Section 8 referring to TST representation on the Executive Committee of Division I of SGS is no longer relevant and should instead be replaced by a reference to representation on the SGS Graduate Education Council
7. The Review Committee recommends that changes be made to Schedule A to reflect the following:
 - a. That, in line with the concentration of authority and responsibility over conjoint programs in the Office of the Provost, the Provost should select all U of T members to all TST committees including the three U of T members of the Joint Committee (Clause 3, ii).
 - b. That the reference to the Advanced (Graduate) Degree Status Committee be removed in line with recommendation 5 above.
 - c. An extension of Schedule A, Section 4 reflecting recommendation 6 above.
 - d. That the reference to the Committee on Faculty Appointments be removed, given the recommendation that U of T be represented on every appointments committee.

Schedule A

REPRESENTATIVES ON COUNCILS AND COMMITTEES

~~1. The President Vice-President and Provost shall appoint the U of T representatives to the following Boards and Committees or their equivalents. And that A U of T representative should be included on all sub committees:~~

~~a. two representatives to the Board of Trustees~~

~~a.b. three members to the Joint Committee on U of T-TST Relations:~~

~~2. The Dean of the School of Graduate Studies (SGS) shall appoint as representatives of the University, from among current or recent members of the Executive Committee of Division I:~~

~~b.c. (a) at least one but no more than two members to the Academic Council for the Basic Degree Division of TST;~~

~~e.d. at least one but no more than two members to the Academic Council for the Advanced Degree Division of TST;~~

~~d. at least one but no more than two members to TST Committee on Faculty Appointments.~~

~~e. 3. The Dean of SGS shall appoint two members (normally the Associate Dean of Division I and a senior member from the Humanities) to the Status Committee of the Academic Council for the Advanced Degree Division.~~

~~4. There shall be a The Dean of SGS shall, in consultation with the Director of Advanced Degree Studies, appoint one voting U of T member on all Doctoral to each final oral examination for the degrees of Doctor of Theology and Doctor of Ministry committees for all programs listed in Schedule B, reflecting the conjoint nature of these programs.~~

~~8. The Director of Advanced Degree Studies at of -TST or a representative will be included on the SGS Graduate Education Council. shall be an assessor member of the Executive Committee of Division I of SGS.~~

#4 Review compliance with and the effectiveness of Clause 18 and Schedule A, Section 6, of the MOA concerning the oversight of the academic quality of programs and the application of the University of Toronto's Quality Assurance Process (UTQAP) in line with Section 1.4 of the Province of Ontario's Quality Assurance Framework.

Commentary: Section 1.4 of the Province of Ontario's Quality Assurance Framework provides that "Every publicly assisted Ontario university that grants degrees and diplomas is responsible for ensuring the quality of all of its programs of study, including modes of delivering programs and those academic and student services that affect the quality of the respective programs under review, whether or not the program is eligible for government funding."

Institutional responsibility for quality assurance extends to new and continuing undergraduate and graduate degree/diploma programs whether offered in full, in part, or conjointly by any institutions federated and affiliated with the university. These responsibilities also extend to programs offered in partnership, collaboration or other such arrangement with other postsecondary institutions including colleges, universities, or institutes, including Institutes of Technology and Advanced Learning (ITALs)."

Recommendation:

1. The undergraduate and graduate degree programs offered conjointly by the University of Toronto and the Toronto School of Theology are subject to the University of Toronto's Quality Assurance Process [UTQAP] and must conform to the University's quality standards.
2. The TST shall work with Member Institutions to ensure that all conjoint programs conform to evolving professional standards and requirements.

#5. Consider whether the current range of conjoint degrees is appropriate and make recommendations concerning which academic programs should be included in any renewed agreement.

Commentary: The Committee noted that TST and its Member Institutions are engaged in discussion around the number of conjoint second entry undergraduate degrees and expect some rationalization of program offerings in the future. It was noted further that proposals for a new, conjoint M.A. and Ph.D. were in development. It is expected that, once approved, the conjoint M.A. will replace the non-conjoint M.A. and that the conjoint Ph.D. will replace the conjoint Th.D.

The Committee noted that a number of theological colleges elsewhere in Ontario have brought forward their Doctor of Ministry programs for full approval to the provincial Quality Council as professional doctorate graduate programs but that there has been no comparable trend in respect to Master of Divinity programs.

Recommendation:

1. That any MOA should continue to include the explanatory language that a conjoint degree “is one which is conferred by the simultaneous exercise of the power and authority of U of T and of a Member Institution” (Clause 8).
2. That the current list of conjoint Programs in Schedule B of the MOA is accurate with the one exception that the Master of Religion has been closed and should be deleted from the list. The list of conjoint Programs in Schedule B of the current MOA should be updated to reflect which Member Institutions offer which programs (see below) and should further be updated to reflect any program closures that may occur during discussions leading to any renewal of the MOA.
3. That a proposal should be developed to bring the current conjoint Doctor of Ministry program forward to governance at the U of T and TST and its Member Institutions and to the Quality Council and MTCU for approval as a graduate program consistent with practice in Theological Schools elsewhere in Canada.
4. That presuming the proposals for new conjoint M.A. and Ph.D. programs currently in development are approved by the parties to the MOA and receive approval by the Quality Council and the Ministry of Training Colleges and Universities, the U of T, TST and its Member Institutions will move to close the current, non-conjoint M.A. and the conjoint Th.D programs.
5. That the current Basic or Undergraduate master’s degree programs should be clearly identified as second entry undergraduate programs.
6. That in place of the provisions of Schedule A, Clause 5 which provides that “The Director of TST shall inform the Dean of SGS on an annual basis of all changes to the

degree regulations or program requirements – including changes to curricula, admission standards or requirements and grading practices – for degrees offered conjointly with U of T,” any changes to approved conjoint degree programs should be made in line with the provisions of the UTQAP and be brought forward accordingly.

- a. Definitions of major modifications of existing programs, minor modifications, and new academic programs should be those provided in the University of Toronto Quality Assurance Process and are subject to change. Guidance from the Office of the Vice-Provost, Academic Programs, should be sought prior to the development of any such proposal.
 - b. That proposals for new academic programs and the closure of academic programs shall be brought forward to the Office of the Vice-President and Provost of the University of Toronto for approved by the appropriate body of Governing Council following appropriate approval by the TST and its Member Institutions.
 - c. That, in line with the UTQAP, TST and its Member Institutions possess the authority to approve proposals for major and minor modifications to existing academic programs. All major modifications being brought forward should be 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 Governing Council and the Quality Council.
7. That any decision to seek to change the status of any of the existing basic/ undergraduate conjoint degree programs should 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 and by the Quality Council and MTCU.
 8. That a clear distinction shall be made in all communications materials, statements, policies and procedures between the conjoint programs offered by the TST and its Member Institutions and U of T and non-conjoint degree programs, diplomas and certificates which fall outside the provisions of the Memorandum of Agreement and are offered by the Member Institutions directly and individually.
 9. Clause 10 of the 2004 MOA makes it explicit that students, faculty members and Administrative staff of the TST and its member institutions are not to be considered students, faculty members or administrative staff of the U of T for the purposes of Governing Council. Clause 10 reads: “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 U of T or any Board or committee thereof. The students, faculty members and administrative staff of the Member Institutions will not, by virtue of this Agreement, become students, faculty members or administrative staff of the University of Toronto within the meaning of the University of Toronto Act, 1971, as amended.” This clause continues to be important and should be included in any renewed MOA.

At the same time, the University of Toronto Act (18,2a) provides explicitly for the conjoint registration of students by the U of T and TST and its Member Institutions. In this sense, students in conjoint degree programs should be considered both students of the

University of Toronto and students of the TST Member Institution. As a consequence Section 11,a of the 2004 MOA reads “Notwithstanding clause 10,

- (i) Any student whom TST and its Member Institutions register in a program that is recognized in Schedule B to this Memorandum at the time of the student’s registration, shall thereby be conjointly registered at U of T for academic purposes.” This clause should also be retained.

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

Revised 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 Undergrad	Regis
Master of Pastoral Studies	M.P.S.	2 nd Entry Undergrad	Emmanuel
Master of Religious Education	M.R.E.	2 nd Entry Undergrad	Knox St. Augustine's St Michael's
Master of Divinity	M.Div.	2 nd Entry Undergrad	Emmanuel Knox Regis St. Augustine's St. Michael's Trinity Wycliffe
Master of Religion <i>Closure approved 2011-12 of admissions: September 2012. Anticipated program closure date: January 2014</i>	M.Rel.	2 nd Entry Undergrad	Wycliffe
Master of Theological Studies	M.T.S.	2 nd Entry Undergrad	Emmanuel Knox Regis St. Augustine's St. Michael's Trinity Wycliffe
Master of Sacred Music	M.S.Mus.	2 nd Entry Undergrad	Emmanuel
ADVANCED/GRADUATE DEGREE PROGRAMS			
Doctor of Ministry	D.Min.	-	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

#6. Consider the experience of the TST member institutions with the UofT Code of Behaviour on Academic Matters, the University's academic appeals process, and U of T Code of Student Conduct. Recommend whether any changes in jurisdiction are warranted.

Commentary: The Review Committee considered a wide range of policies and services and the experience of students, concluding:

Recommendation: That students in conjoint programs should be subject to some of the same policies, codes, and guidelines as are students in non-conjoint programs offered by the University of Toronto.

A. Code of Behaviour on Academic Matters

Recommendations

1. The Review Committee endorses Clause 11, iii of the current MOA and continues to be of the view that the *Code of Behaviour on Academic Matters* should apply to students in conjoint TST programs.
2. The Review Committee does not endorse the provision of Clause 11, iii which states that TST students in non-conjoint programs should also be held accountable to the U of T Code of Behaviour on Academic Matters. Students in non-conjoint TST programs are not conjointly registered at the U of T and should not be considered U of T students for any purpose.
3. The Committee encourages TST and its Member Institutions to continue to engage in active education around the *Code* to support the fullest possible awareness of the *Code on Academic Matters*.

B. Code of Student Conduct

Commentary: The Review Committee observes that, in a number of instances, University of Toronto residences and colleges maintain their own community standards that operate alongside the *Code of Student Conduct* effectively. The Committee suggested that this might be a useful model for TST members who also have their own codes.

Recommendations

1. That Clause 11, ii of the MOA which states that students in conjoint programs should be covered by the *University of Toronto's Code of Student Conduct* should be retained.
2. In situations where TST Member Institutions have existing community standards, they are encouraged to consult with the 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.

C. Academic Appeals

Recommendations

1. The Review Committee endorses the current Clause 11, iv of the MOA relative to the right of access of any student registered in a conjoint program to the Academic Appeals Committee of the University of Toronto.

D. Student Services

Commentary: The Review Committee noted that:

1. Students in 2nd entry undergraduate (basic) degree programs pay the same ancillary fees as U of T students and make full use of student services.
2. Students in advanced or graduate programs do not pay ancillary fees but do pay a fee for the use of the graduate writing service. It was noted that students in advanced programs commonly make use of Career Services. It was further noted that SGS administers OGS and NSERC awards for students in conjoint programs. The Review Committee felt further that students in graduate (advanced) degree programs would benefit from workshops and other supports provided by SGS.
3. Ancillary fees do not meet the full cost of student services.

Recommendations

1. That Schedule C of the MOA “Reimbursable Expenses, Ancillary Fees and Reporting Requirements under the Memorandum of Agreement between the University of Toronto and the Toronto School of Theology” should include the full cost of student services being accessed by students in conjoint programs.
2. That TST and its Member Institutions should work with students in advanced (graduate) programs to ensure that they pay the appropriate Student Life fee if they wish to continue to access Student Life services.

E. Grading Practices Policy

Recommendations

The Review Committee endorses the current Clause 11, iv of the MOA which states “It is further agreed that TST grading policy, and procedures on petitions and appeals, shall be consistent with U of T policy and procedures.”

F. Applicability of Other Policies

Recommendations

The Review Committee further noted that there are other policies that students in conjoint programs should appropriately be subject to and services that they should pay the appropriate fee to have access to. These policies shall include the following:

- a. **Safety Abroad:** *Policy on Off-Campus Safety, Safety Abroad Guidelines*, and the services of the Safety Abroad Office
- b. **Research Ethics:** *Policy on Ethical Conduct in Research, Policy on Research Involving Human Subjects*, and the services of the Office of Research Services

- c. **Sexual Harassment:** *Policy and Procedures: Sexual Harassment*, and other related Policies and Guidelines.
- d. **Standards of Professional Practice:** *Standards of Professional Practice Behaviour for all Health Professional Students* policy

Where the policy of TST or its Member Institutions differ from the policies enumerated above, the policy of the U of T should apply.

Before a recommendation could be made regarding the potential applicability of any U of T policy (other than those listed above) there would need to be a separate evaluation of the suitability of doing so, reviewing all relevant factors. The Review Committee, however, supports further inquiry into this general topic by the Joint Committee.

#7 Review the computation of grant revenue and expense allocations and make recommendations for any changes to the administrative guidelines set out in Schedule C to the MOA.

The Review Committee considered Schedule C and Schedule D of the current MOA and analyses provided by both TST and U of T Planning and Budget of the current financial arrangements. It was found that in both the calculation and transfer of grant income and the calculation of reimbursable expenses, changes should be made.

Recommendation:

That Schedules C and D be renegotiated between the parties and that these revised Schedules be brought forward as part of the new MOA.

#8. Review the various accountability requirements of the current MOA, including the requirement for submission of an annual report by the Director of TST and by the Dean of the School of Graduate Studies, report on the extent to which these requirements have achieved the stated goals, and make recommendations for appropriate processes in any renewed MOA to ensure appropriate accountability in the future.

The Joint Committee noted that the current MOA requires the following reports:

- *Clause 3 (vi) The Joint Committee shall submit an annual report to the President of U of T and to the Board of Trustees and in 2009 shall submit a report to the respective governing bodies reviewing the experience of the past five years.*
- *Schedule A, Section 5. The Director of TST shall inform the Dean of SGS on an annual basis of all changes to the degree regulations or program requirements – including changes to curricula, admission standards or requirements and grading practices – for degrees offered conjointly with U of T.*
- *Schedule A, Section 6: The Dean of SGS shall report annually to the President of U of T concerning the academic quality of programs leading to conjointly awarded degrees, and provide a copy of this report to the Director of TST and the Joint Committee. The Joint Committee shall review and consider the report to determine whether there are issues that should be addressed.*
- *Schedule A, Section 7: The Joint Committee shall report annually to the President of U of T and the Director of TST.*

The Committee found that these reports had rarely been provided and felt that there was greater purpose and value in the preparation of a focused, annual report to the heads of the Member Institutions

Recommendation:

1. That the Joint Committee 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 programs and on the operations of the memorandum.

9. Recommend whether, for what period, and on what terms the MOA between the parties should be renewed.

Recommendation:

1. The Review Committee recommended that the MOA between the parties be renewed for 7 (seven) years. It noted that a review of the conjoint programs listed in Appendix B should be conducted under the UTQAP within seven years of the last review (2011) which would serve as an important opportunity to ensure that the purpose of the MOA, namely to promote the highest quality in academic programming, was being achieved.