



TO: Planning and Budget Committee

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DATE: April 6, 2009 for May 7, 2009

AGENDA ITEM: 12

ITEM IDENTIFICATION

University of Toronto Scarborough: Revised Memorandum of Understanding with Centennial College

JURISDICTIONAL INFORMATION

The Committee receives for information agreements with external bodies that summarize existing policies and practices.

PREVIOUS ACTION TAKEN

On January 15, 2003, the Committee on Academic Policy and Programs approved the establishment of five new programs to be offered jointly by the University of Toronto Scarborough and Centennial College. Upon successful completion of the program, students receive the BSc/BA from the University of Toronto and a diploma or certificate as appropriate from the Centennial College. A *Memorandum of Understanding between Centennial and the University of Toronto* was signed by both institutions for the joint programs. The MOU was presented to governance as part of the process of approving the joint programs.

HIGHLIGHTS

The University of Toronto Scarborough and Centennial College jointly offer five undergraduate programs: Environmental Science & Technology, BSc Specialist; Industrial Microbiology, BSc Specialist; Journalism, BA Specialist; New Media Studies, BSc Major; and Paramedicine BSc Specialist. In accordance with the Memorandum of Understanding (MOU), which stipulates that the agreement be reviewed every five years, UTSC and Centennial College commissioned a review of the MOU during 2007-2008. The Review Committee was composed of members from both institutions. Concurrently, the programs themselves underwent external reviews.

The Review Committee agreed that the collaboration between the two institutions has been very positive and experience has shown that both institutions can benefit from access to each other's offerings. However, the Review Committee highlighted that, as noted in the external review

reports, certain common administrative issues needed to be addressed. In particular poor communication to students, registrarial difficulties, and insufficient senior administrative contact between the two institutions were highlighted.

The two institutions recognized that there was a need to revise the MOU for the joint programs to address the specific matters raised by the review. The revised MOU (Appendix 1) clarifies the program's senior academic administrative leadership, creates a Joint Programs Steering Committee, establishes an Administrative Coordinator for Joint Programs at each institution, and recommends that the two institutions should work together to co-ordinate a new marketing and recruitment campaign to raise awareness of the programs. The revised MOU is intended to replace the current MOU (Appendix 2).

The revised MOU has been approved by the Centennial College President and tabled for information at its College Council. The revised MOU will go to the University of Toronto Scarborough Council for information on April 28, 2009.

FINANCIAL IMPLICATIONS

There are no resource implications for the University's operating budget as a result of entering into the revised Memorandum of Understanding.

RECOMMENDATION

For Information

MEMORANDUM OF UNDERSTANDING**BETWEEN****CENTENNIAL COLLEGE****AND****THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO****(“The University of Toronto”)****PREAMBLE**

The University of Toronto and Centennial College have a shared goal of providing excellent programs for the education of students in areas of common interest. The University of Toronto Scarborough and Centennial College aim to collaborate in the offering of joint programs to make available to more students the teaching, facilities and other resources of both institutions in order to maximize student learning experience.

INTRODUCTION

1. The purpose of this Memorandum of Understanding between Centennial College and the University of Toronto is to establish a framework for the development and administration of joint programs in such areas as are mutually agreed upon.
2. Centennial and the University of Toronto Scarborough shall offer, until otherwise agreed, joint programs, as approved by the University’s Governing Council and the Board of Governors of Centennial College.
3. Students who successfully complete the joint program requirements of both institutions will receive a bachelors degree granted by the University of Toronto and a diploma or certificate from Centennial College. The name of the degree and the diploma/certificate will be approved by the University of Toronto and Centennial College respectively in accordance with the policies and procedures at each institution.

ADMINISTRATION

4. Two administrative co-leaders at the Decanal or Vice-Decanal level will be named, one from Centennial College and one from the University of Toronto Scarborough, who will deal with all administrative issues at the institutional level. Each institution will appoint a senior academic leader to these positions.
5. All changes to program and the addition or deletion of courses, must be agreed by both Centennial and the University of Toronto and approved in accordance with the policies and procedures at each institution.

6. The academic administration of the joint programs will be conducted in accordance with a protocol agreed to by the two institutions.

REGISTRATION AND STUDENT ASSISTANCE

7. All students will be deemed as University of Toronto students for all record keeping including admission through the Ontario Universities Application Centre (OUAC).
8. Students in joint programs will apply for financial assistance in the same way as other University of Toronto students.
9. Successful applicants to a joint program must meet the admissions requirements of both Centennial College and the University of Toronto, where applicable as set out in the joint program specifications.
10. Financial aid income received in terms of gifts or from government funding will be administered by University of Toronto with the total funding received, less administrative costs, allocated to students in the program.

APPLICABLE POLICIES

11. Students enrolled in a joint program are subject to the University of Toronto's *Code of Student Conduct*, *Code of Behavior on Academic Matters*, *Grading Practices Policy* and *Policy on Academic Appeals* and any applicable Divisional policies or procedures regarding academic appeals. The University's jurisdiction over the students with respect to academic matters addressed in these policies is exclusive. When students are studying at a campus of Centennial College, they will be subject to all of the College's non-academic policies governing students including the code of conduct laid out in the *Centennial Student Code of Conduct*.
12. Centennial College agrees to require its faculty to follow the above policies as a condition of teaching in a joint program and to carry out the duties of faculty and instructors contemplated by those policies. Centennial College agrees that the relevant Centennial chair or Dean where there is no chair will carry out the duties of the department chair set out in the *Code of Behaviour on Academic Matters*. The University of Toronto will designate the Dean's representative under the *Code* with respect to students in the joint program.
13. The conduct of faculty and staff shall be governed by the applicable statutes, by-laws, regulations, policies and collective agreements of the institution where they are employed or appointed.
14. The protocols governing any circumstances where the faculty appointed or employed by one party is teaching at the campus of the other party, are described in the Centennial College and University of Toronto Agreement on Teaching by Faculty of Either Institution at the Campus of the Other.

FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

15. Both the University of Toronto and Centennial College are bound by the Freedom of Information and Protection of Privacy Act and will fulfill their obligations under it.

INSURANCE

16. Each of the University of Toronto and Centennial College will maintain insurance coverage protecting its officers, employees, agents and students while on its premises or under its supervision in accordance with its usual practices and as is prudent under the circumstances.

NO AGENCY RELATIONSHIP

17. The University of Toronto and Centennial College are independent contractors, and no agency partnership, joint venture or employee-employer relationship is intended or created by this Memorandum of Understanding.

COMMUNICATIONS

18. Centennial College and the University of Toronto Scarborough shall each name one representative to work collaboratively with their respective marketing and communications departments on the production of communications materials. These materials will be reviewed every academic year to assess their effectiveness in promoting the joint programs.
19. All formal public statements relating to the joint programs shall be collaborative communiqués, approved for Centennial College by the Dean responsible for the program and for the University of Toronto by the Departmental Chair responsible for the program.
20. The parties may establish collaborative communications initiatives such as written publications and a web-site. The costs of these initiatives shall be approved in advance and shall be divided between the parties in proportion to their shares of revenue generated by the programs.
21. Neither party shall use the name or logo of the other institution without its prior written consent.

FINANCIAL ARRANGEMENTS

22. The University of Toronto and Centennial College agree to maximize the resources generated by students enrolled in the joint programs in terms of grants and fees, consistent with Government policy of the day. At present, for most programs, the University operating grants formula provides a greater amount of resources per student than the college formula would provide.
23. It is understood that University of Toronto and Centennial will advocate that the Government fund the students in these programs at full average funding per student.
24. Given the above, the maximum will be achieved by the University of Toronto collecting academic fees and government grants for the programs. Centennial will receive directly from the University of Toronto the fees and grants received by the University of Toronto derived from Centennial's contribution to teaching credits. Any management costs or

similar program-wide costs incurred by the University of Toronto will be deducted from the revenues generated. Such costs will be defined by mutual agreement. A portion of the tuition revenue will be retained by the University of Toronto for student aid. Student aid can vary each year and the amount charged to Centennial will be in equivalent proportion as the amount charged to University of Toronto students.

25. Where both parties agree, funding for exceptional opportunities can be deducted from the revenues generated.
26. University of Toronto and Centennial will promote each program to Government at the maximum BIU weight appropriate to the type of program.
27. University of Toronto and Centennial will promote to government the deregulation of tuition fees for joint programs where they reduce the time to completion of both a degree and a diploma/certificate by at least one year, and the college fee is deregulated.
28. The University of Toronto and Centennial will agree on the operational issues surrounding incidental fees based on the principle that joint program students, although attending classes on two campuses, should pay a fair incidental fee that approximates the incidental of a full-time University of Toronto student.
29. Ancillary/incidental fees will be billed and collected by the University of Toronto. University of Toronto will send Centennial its share of the ancillary/incidental income as defined by mutual agreement. In cases where students choose to have double access, such as students having lockers on both campuses, ancillary/incidental fees will reflect the double cost.
30. The University of Toronto will, as applicable, collect program fees, such as materials fees relating to courses that students take through Centennial and transmit them annually in their entirety to Centennial.
31. The University of Toronto will transfer to Centennial its share of current fiscal year tuition and grant revenue on March 1st with an adjustment to actual in the following year. Current year incidental fee revenue and program fee revenue will be transferred to Centennial on March 15th.
32. The methodology for revenue sharing of tuition and grants, incidental fees, program fees and administrative overhead is described in the *Centennial College and University of Toronto Revenue Sharing Methodology*.

REVIEW AND TERMINATION

33. The parties shall review this agreement at the end of every five years. Either party may request a review of the agreement or of any of the subsidiary agreements and protocols at any time prior.
34. This Memorandum of Understanding may be terminated by either party upon written notice at least eighteen months in advance of the entry of the final first-year cohort into such joint programs as may be in operation at the time.

35. In the event that this Memorandum of Understanding is terminated, the parties will make every reasonable effort to ensure that students who have begun a joint program will be able to complete it.
35. If, at the end of the term, a new Memorandum of Understanding has not been executed and neither party has given eighteen months prior written notice of their intention not to renew this Memorandum of Understanding, then this Memorandum of Understanding will survive until such time as either a new Memorandum of Understanding is executed or this Memorandum of Understanding is terminated by either party giving the other 18 months prior written notice.
36. This Memorandum of Understanding may be amended by the parties at any time provided that no amendment shall be binding unless it is in writing and signed on behalf of the parties by their duly authorized officers in accordance with the relevant policies and procedures.

Signed this _____ day of

Ann Buller

Cheryl Misak

President
Centennial College

Vice-President and Provost
University of Toronto

MEMORANDUM OF UNDERSTANDING

BETWEEN

CENTENNIAL COLLEGE AND UNIVERSITY OF TORONTO

INTRODUCTION

The purpose of this Memorandum of Understanding between Centennial College and University of Toronto is to establish a framework for the development of joint programs in such areas as are mutually agreed upon.

1. Centennial and University of Toronto shall offer until otherwise agreed joint programs, as approved by the University of Toronto's Academic Policy and Programs Committee and the Board of Governors of Centennial College.
2. Students who successfully complete the requirements of both institutions will receive a bachelors degree granted by the University of Toronto and a diploma or certificate from Centennial College. The name of the degree and the diploma/certificate will be approved by the appropriate bodies of the University of Toronto and Centennial College respectively.

GOVERNANCE

3. For each joint program, two administrative co-leaders will be named, one from Centennial College and one from the University of Toronto, who will deal with all administrative issues at the institutional level. Each institution will appoint a senior academic leader to these positions.
4. All relevant present and future statutes, by-laws, regulations and policies of the University of Toronto shall apply to the academic affairs of students within the programs. Also, all students enrolled in these programs shall be governed by legislation passed by the University of Toronto.
5. When students are studying at a campus of Centennial College, they will be subject to all of the College's policies governing students.
6. All changes to program and the addition or deletion of courses, must be agreed by both Centennial and the University of Toronto and approved by the University of Toronto's Academic Policy and Programs Committee and the Board of Governors of Centennial College.
7. The academic administration of each joint program will be conducted in accordance with a protocol agreed to by the two institutions.

REGISTRATION AND STUDENT ASSISTANCE

8. All students will be deemed as University of Toronto students for all record keeping including admission through the Ontario Universities Application Centre (OUAC).
9. Students in joint programs will apply for financial assistance in the same way as other University of Toronto students.
10. Successful applicants to a joint program must meet the admissions requirements of both Centennial College and the University of Toronto.
11. Financial aid income received in terms of gifts or from government funding will be administered by University of Toronto with the total funding received, less administrative costs, allocated to students in the program.

STUDENT AFFAIRS

12. Joint program students will be governed by the University of Toronto's *Code of Student Conduct* and by the *Code of Behavior on Academic Matters*. In addition, when students are on the Centennial campus they will be subject to the Code of Conduct laid out in the laid out in the Dispute Resolution Policies and Procedures.

HUMAN RESOURCES

13. The conduct of faculty and staff shall be governed by the appropriate statutes, by-laws, regulations, policies and collective agreements, present and future, of the institution.
14. The protocols governing any circumstances where the faculty of one employer is teaching at the campus of the other employer, are described in the Centennial College and University of Toronto Agreement on Teaching by Faculty of Either Institution at the Campus of the Other.

COMMUNICATIONS

15. All formal public statements relating to the joint programs shall be collaborative communiqués, approved for Centennial College by the Dean responsible for the program and for the University of Toronto by the Chair responsible for the program.
16. The parties may establish collaborative communications initiatives such as written publications and a web-site. The costs of these initiatives shall be approved in advance and shall be divided between the parties in proportion to their shares of revenue generated by the programs.
17. Neither party shall use the name of the other institution for promotional purposes without the consent of the other party.

FINANCIAL ARRANGEMENTS

18. The University of Toronto and Centennial College agree to maximize the resources generated by students enrolled in the joint programs in terms of grants and fees, consistent with Government policy of the day. At present, for most programs, the University operating grants formula provides a greater amount of resources per student than the college formula would provide.
19. It is understood that University of Toronto and Centennial will advocate that the Government fund the students in these programs at full average funding per student.
20. Given the above, the maximum will be achieved by the University of Toronto collecting academic fees and government grants for the programs. Centennial will receive directly from the University of Toronto the fees and grants received by the University of Toronto derived from Centennial's contribution to teaching credits. Any management costs or similar program-wide costs incurred by the University of Toronto will be deducted from the revenues generated. Such costs will be defined by mutual agreement. A portion of the tuition revenue will be retained by the University of Toronto for student aid. Student aid can vary each year and the amount charged to Centennial will be in equivalent proportion as the amount charged to University of Toronto students.
21. University of Toronto and Centennial will promote each program to Government at the maximum BIU weight appropriate to the type of program.
22. University of Toronto and Centennial will promote to government the deregulation of tuition fees for joint programs where they reduce the time to completion of both a degree and a diploma/certificate by at least one year, and the college fee is deregulated.
23. The University of Toronto and Centennial will work out the operational issues surrounding incidental fees based on the principle that joint program students, although attending classes on two campuses, should pay a fair incidental fee that approximates the incidental of a full-time University of Toronto student.
24. UTSC will issue the parking pass that will be recognized on both campuses with the fees collected for parking shared in a manner to be mutually agreed upon.
25. In cases where students choose to have double access, such as students having lockers on both campuses, ancillary/incidental fees will reflect the double cost. Ancillary/incidental fees will be billed and collected by the University of Toronto. University of Toronto will send Centennial its fair share of the ancillary/incidental income as defined by mutual agreement.
26. The University of Toronto will, as applicable, collect materials fees relating to courses that students take through Centennial and transmit them in their entirety to Centennial.
27. Subject to agreement of both institutions, funding can be taken "off-the-top" before the transfer of revenue to fund exceptional opportunities that would not be possible to afford by the single institution alone.

REVIEW AND TERMINATION

28. The parties shall review this agreement at the end of every five years. Either party may request a review of the agreement or of any of the subsidiary agreements and protocols at any time prior.
29. This agreement may be terminated by providing adequate notice to the other party of an intention to withdraw from the agreement. Adequate notice is defined as eighteen months in advance of the entry of the final first-year cohort into such joint programs as may be in operation at the time.
37. In the event that either or both parties choose to terminate participation in any joint program, notice must be given eighteen months in advance of the entry of the final first-year cohort, and such termination must allow for students already enrolled in the program to fully complete it.

Signed this _____ day of

President
Centennial College

Vice-President and Provost
University of Toronto