



University of Toronto

OFFICE OF THE VICE-PRESIDENT, GOVERNMENT AND INSTITUTIONAL RELATIONS

TO: Committee on Academic Policy and Planning

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DATE: May 4, 2004 for May 12, 2004

AGENDA ITEM: 4

ITEM IDENTIFICATION:

Memorandum of Agreement between the Toronto School of Theology and its Member Institutions and the University of Toronto

JURISDICTIONAL INFORMATION:

The Committee on Academic Policy and Programs recommends to the Academic Board of Governing Council on amendments to divisional academic policies or practices and amendments to University-wide policy in academic matters as well as joint programs with external institutions.

PREVIOUS ACTION TAKEN:

The Memorandum of Agreement signed with Toronto School of Theology (TST) and the University of Toronto was first approved in 1978 and was subsequently renewed in 1983, 1989, and 1994. The current MOA was for a ten-year term ending on June 30, 2004. In order to inform consideration of the renewal of the MOA, the Task Force to Review the Memorandum of Agreement Between the TST and UofT was struck with the mandate to review experience under current MOA, to report on compliance by the respective parties, to consider any changes in the context of the MOA over the course of its current term, to assess the degree to which its terms remain appropriate, and to make recommendations accordingly.

HIGHLIGHTS:

The Task Force reported that the relationship between the University and the TST has been of significant mutual benefit. The MOA is already in place at the University and there are no substantive changes being proposed in the revised MOU, rather the main revisions relate to the introduction of a new process for small changes for the next ten years without having to go through the current unwieldy mechanism.

The Report contains the Summary of Recommendations for revisions to the MOA. In particular, during the course of its review the Task Force determined that changes to the MOA could be usefully made to facilitate its operations in general. Specifically, that the TST and UofT establish a Joint Committee on UofT/TST Relations, to consider and deal with operational issues that may arise during the term of the MOA as relate to Schedules A, B and C. The Joint Committee would have the authority to make changes to these schedules in so far as the changes do not have implications for substantive changes in the MOA itself.

The MOA revisions contain no changes in substantive sections. The revised MOA was presented to the TST Board on April 27, 2004, and approved in principle.

FINANCIAL AND/OR PLANNING IMPLICATIONS:

There are no new/additional financial resources required to implement the MOU revisions.

RECOMMENDATION:

It is recommended that the Committee on Academic Policy and Programs recommend to the Academic Board:

THAT the Memorandum of Understanding between the University of Toronto and the Toronto School of Theology as amended for 1 July 2004 be approved.

**Report of the Task Force to Review of the Memorandum of Agreement Between the
Toronto School of Theology and its Member Institutions
and the University of Toronto**

Summary of Recommendations

Recommendation 1

That TST and U of T shall establish a committee, known as the Joint Committee on U of T/TST Relations, to 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 MOA. 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 and these members shall have full voting and participation rights on the Joint Committee. The Joint Committee shall meet annually and at the request of either party as required. In particular the Joint Committee shall be authorized to consider issues arising under Schedules A, B and C to the MOA. Where the Joint Committee agrees by mutual agreement of U of T and TST, it shall be authorized to make changes to those Schedules to facilitate the operation of the MOA during its term. The Joint Committee shall not have the jurisdiction to alter any of the terms of the MOA itself nor Schedule D. In its considerations of the issues arising under the Schedules, and in making any changes to the Schedules, it shall adhere to the principles expressed in the MOA. The Joint Committee shall also be authorized to make recommendations to the TST, the Member Institutions and U of T concerning amendments to any future MOA.

Recommendation 2

That a new clause #13 be included in the MOA, stating the principles informing Schedule C.

Recommendation 3

That the section on the calculation and transfer of grant income be removed from the current Schedule C and placed in a new Schedule D, over which the Joint Committee will have not jurisdiction.

Recommendation 4

That a re-opener clause (#2) be added to the MOA to allow for the re-opening of the Agreement in order to add a new party.

Recommendation 5

That a new clause (#21) be added recognizing the federation of St. Augustine's with U of T. The clause is similar to clause #20, which relates to Regis, and will read as follows:

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.

Recommendation 6

That the new Joint Committee review and revise the mechanisms for representation and accountability that are outlined in Schedule A.

Recommendation 7

That 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.

Recommendation 8

That SGS continue to facilitate periodic appraisals of conjoint degrees and appraisals of new conjoint degrees by OCGS as appropriate. And that SGS will facilitate participation in the Ontario Visiting Graduate Student Program for TST courses in degree programs that have been successfully appraised by OCGS.

Recommendation 9

That Schedule A be revised and updated as outlined on page 10 of this Report.

Recommendation 10

That the Joint Committee establish a mechanism to facilitate cross -appointment of faculty and cross-registration in courses.

Recommendation 11

That the proposal of a new conjoint PhD in Theology be considered in a separate process from the review of the Memorandum and that the Task Force will continue to meet to consider and to make a recommendation on this proposal.

Recommendation 12

That TST Member Institutions adopt the U of T academic appeals process for all students registered in conjoint programs.

Recommendation 13

That clauses #10 and #11 be revised for the purposes of clarity, given the changes discussed under terms of reference #6 and #7.

Recommendation 14

That the Joint Committee should be charged to make its highest priority the review and revision of Schedule C and in particular Section A on Reimbursement and Section B on Ancillary Fees.

Recommendation 15

That the Memorandum of Agreement be renewed for a ten-year term and that in 2009 the Joint Committee report to the respective governing bodies reviewing the experience of the past five years.

Historical Introduction

The creation of the Toronto School of Theology (TST) and the creation of the first Memorandum of Agreement (MOA) between U of T and TST are two separate and discrete events. The Toronto School of Theology was built on the Protestant and Anglican foundation of the Toronto Graduate School of Theological Studies (1943-1969). This school was comprised of four theological Colleges (Knox, Wycliffe, Trinity and Emmanuel) already affiliated historically with the University of Toronto. The Toronto School of Theology was established in 1970 on the rising ecumenical tide powered by the Second Vatican Council. The creation of the Toronto School of Theology allowed for the participation of three additional Roman Catholic Colleges, St. Michael's (Basilian), St. Augustine's Seminary (Diocesan) and Regis College (Jesuit). The seven Member Colleges¹, four Affiliate Members² and eight participating denominations³ now make TST the largest Christian theological consortium in North America and one of the largest and most diverse in the world.

Almost immediately upon the creation of TST, formal discussions began with the University of Toronto. These discussions had three broad purposes. The first was to enhance resources for the graduate study of religion. This eventually led to the establishment of the Graduate Centre for Religious Studies at U of T.

The second had to do with increasing government funding for theological education. This eventually led to the University's playing a role analogous to that of an accrediting body and financial steward, guaranteeing academic standards in federated theological schools and allowing financial support to flow through to those schools. A similar system was adopted with Theological schools and Universities throughout Ontario.

A third purpose was stimulated by proposed revisions to the University of Toronto Act (1971). The early history of the University of Toronto is coloured by deep divisions among religious groups seeking public funding for education. This led to the specific exclusion of theological degrees from the degree granting powers conferred by the Charter of the University of Toronto (1849). This exclusion was exclusive to the University of Toronto and not forced onto other Ontario Universities like Queen's or the University of Western Ontario. The debates of the 1970s led to the restoration of this authority at U of T. The first Memorandum of Agreement with TST was in 1978. That meant that in the Convocations of 1979, the University of Toronto conferred degrees in Theology (conjointly with the Member Colleges of TST) for the first time in its history.

The relationship between the Toronto School of Theology and the University of Toronto has strengthened and consolidated resources in other ways as well. St. Michael's College

¹ 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.

² These affiliate members are Conrad Grebel University College, the Institute for Christian Studies, McMaster University Divinity School and Waterloo Lutheran Seminary.

³ Anglican, Baptist, Christian Reformed, Lutheran, Mennonite, Presbyterian, Roman Catholic and United Church.

had been federated historically with the University of Toronto. However, St. Augustine's was federated with St. Paul University in Ottawa and Regis College was federated with St. Mary's University in Halifax. The Memorandum of Agreement facilitated the transfer of federated status over time by Regis to the University of Toronto from St. Mary's. The committee noted the absence of any formal expression of the relationship of St Augustine's to the University of Toronto, and has added a clause in the new Memorandum about its federated status

During the course of this relationship, theological education has gone through profound changes across North America. The relationship is profoundly reflective of those changes. For the last half of the 19th century and the first half of the 20th century, theological schools were primarily oriented toward preparing people (men) for ordained ministry in the Christian Church. Students were recruited by churches and sent to schools funded by those churches. The churches then hired the graduates of those schools. In the second half of the 20th century, theological education began to be more ecumenical, with multiple denominations cooperating to provide resources for graduate studies. The cooperation eventually spread to most degree programs at all levels. The demographics of the theological student population have now changed with more women, more older people and more people studying without the aim of ordination. The statistics at the Toronto School of Theology mirror changes happening across the continent.

In 2002/03, 1395 people studied at the Toronto School of Theology. Of those 397 students were enrolled in the Master of Divinity, the degree normally used by students preparing for ordination in a Christian denomination. Approximately 60% of TST students enrolled in their first theological degree were not preparing for ordination. In addition, 366 students (or 26% of the student body) were graduate students enrolled in advanced master's or doctoral degree programs. Over 200 students are international students coming from over 30 different countries around the world. See Appendix 1 for further statistics on enrollment and degrees granted.

In 1979, U of T's President Ham, in his inaugural address said in reference to the Toronto School of Theology, "the University of Toronto is about to welcome an intellectual neighbourhood estranged from us since 1849.... What is happening now is ...[that] neighbourhood is having the formal barriers to the open academic city removed. I express the hope that the secular departments and colleges associated with the Faculty of Arts and Science may be imbued with a secular ecumenical spirit that will create revived intellectual neighbourhoods in this great academic city."

We believe this relationship has been of significant mutual benefit. A pluralist approach to religion and higher education is one the Toronto School of Theology and the University of Toronto are pleased to support together.

Review of the Memorandum of Agreement

The Memorandum of Agreement between the Toronto School of Theology and its Member Institutions and the University of Toronto (U of T) was entered into on July 1, 1994 for a ten-year term ending on June 30, 2004. The MOA was first approved in 1978 and was subsequently renewed in 1983, 1989 and 1994. In order to inform consideration of the renewal of the MOA by the governing bodies of the parties, this Task Force was struck with a mandate to review experience under the current MOA, to report on compliance by the respective parties, to consider any changes in the context of the MOA over the course of its current term, to assess the degree to which its terms remain appropriate, and to make recommendations accordingly. In particular the review took direction from the ten terms of reference with which it was charged, and the Report of the Task Force is structured around these terms of reference.

Prior to addressing those terms, the Task Force wishes to make recommendations of a more overarching nature. In the course of its review the Task Force determined that changes to the Memorandum could be usefully made to facilitate its operations in general. Under the current Agreement, any changes either to the Memorandum itself or to its accompanying Schedules require the assent of nine separate governing bodies. During the review, it became clear to the Task Force that in many instances this was a lengthy and somewhat cumbersome process and instead a mechanism was needed whereby parties from both TST and U of T could be brought together to resolve issues that might arise from time to time and which would enable a streamlined process by which changes could be made in the Schedules separately from changes to the Memorandum proper. Therefore, the primary recommendation of the Task Force is:

Recommendation 1

That TST and U of T shall establish a committee, known as the Joint Committee on U of T/TST Relations, to 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 MOA. 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 and these members shall have full voting and participation rights on the Joint Committee. The Joint Committee shall meet annually and at the request of either party as required. In particular the Joint Committee shall be authorized to consider issues arising under the Schedules A, B and C to the MOA. Where the Joint Committee agrees by mutual agreement of U of T and TST, it shall be authorized to make changes to the Schedules to facilitate the operation of the MOA during its term. The Joint Committee shall not have the jurisdiction to alter any of the terms of the MOA itself nor Schedule D. In its considerations of the issues arising under the Schedules, and in making any changes to the Schedules, it shall adhere to the principles expressed in the MOA. The Joint Committee shall also be authorized to make recommendations to the TST, the Member Institutions and U of T concerning amendments to any future MOA.

Further discussion of the role of the Joint Committee will be found in the discussion of the numbered terms of reference which follows.

Recommendation 2

That a new clause #13 be included in the MOA, stating the principles informing Schedule C. The clause will read as follows:

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.

Recommendation 3

That the section on the calculation and transfer of grant income be removed from the current Schedule C and placed in a new Schedule D, over which the Joint Committee will have no jurisdiction.

Recommendation 4

That a re-opener clause (#2) be added to the MOA to allow for the re-opening of the Agreement to add a new party. The clause will read as follows:

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.

Recommendation 5

That a new clause (#21) be added recognizing the federation of St. Augustine's with U of T. The clause is similar to clause #20, which relates to Regis, and will read as follows:

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.

Term of Reference 1

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 U of T, have been fulfilled in the term of the current MOA

The Task Force has reviewed the report of the Ontario Council on Graduate Studies for the Th.M. and Th.D. degrees. These degrees were found to be of “good quality”, the highest standard possible. The Task Force also reviewed the report of the Commission on Accrediting of the Association of Theological Schools in the United States and Canada (ATS). ATS is the academic accrediting body whose membership includes Harvard, Yale, University of Chicago and the University of California at Berkeley among others. The ATS Commission on Accrediting re-accredited TST for a further ten years and approved all of the degrees offered through TST. This is the highest standard possible. In addition, the Task Force has reviewed the annual reports from the School of Graduate Studies and is satisfied that they confirm the high academic standards that are maintained by TST. During the course of this Memorandum four TST degrees (M.A.M.S., M.P.S., M.T.S. AND D.MIN.) have been approved by U of T for conjoint status. Therefore, the Task Force concludes 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.

Term of Reference 2

Review experience in matters relating to academic appointments, confirm that the terms of the MOA have been honoured, and recommend as to whether any change in those terms is warranted.

The Task Force reviewed and discussed the TST processes and documentation on faculty appointments and the conferral of Advanced Degree status on faculty members. Particular attention was given to the role of the TST Committee on Faculty Appointments and the TST Status Committee, both of which have U of T representatives as members. The Task Force found that U of T has been a useful source of advice to TST Member Institutions on several matters concerning appointments, including policy, immigration and equity. The Task Force is satisfied that the terms of the MOA relating to academic appointments have been honoured and that there is good co-operation among all involved; however, it is of note that both the appointment and status processes are currently under review by the Advanced Degree Council with the intent being to harmonize these processes with current practices at U of T.

The MOA states that teaching staff of Member Institutions and of TST do not become by virtue of this Agreement staff of the University of Toronto; however, cross-appointment of teaching staff is permitted and there are a small number of TST and U of T faculty who are cross-appointed to the U of T and TST respectively. The Task Force endorses and encourages participation in each other’s programs through the mechanism of cross-appointment of U of T and TST faculty members.

Academic staff and students of TST and U of T have reciprocal access to each other's libraries and access to the U of T library has also provided internet and e-mail access for TST staff and students. TST is interested in participating in other U of T benefits and service, on the full understanding that the cost for these benefits would be covered by TST. The Task Force suggests that this is a matter that could be addressed by the Joint Committee.

Term of Reference 3

Review experience with the provisions of Schedule A of the MOA regarding the participation of the School of Graduate Studies in ensuring program quality, confirm that they have been complied with, and recommend as to whether any change in those provisions is warranted.

The Task Force is satisfied that the spirit of the provisions of Schedule A of the MOA have been complied with. The School of Graduate Studies and TST have co-operated well in ensuring program quality, including SGS facilitation of reviews of TST programs by the Ontario Council on Graduate Studies. In order to fulfill the responsibility of the Dean of SGS to submit an annual report to the President, it has been the practice of SGS to request annual reports from its appointees to TST committees and to ThD and DMin oral examination committees. Generally the reports indicated a satisfactory functioning of the U of T/TST relationship; for example, in his 2003 report to the Dean, the Associate Dean of Division I noted that "(a)ll of the U of T representatives thought that the TST committees on which they served functioned in an efficient and professional manner, adhering to appropriate academic standards. None reported any issue that should be a cause for concern to the University. Most of the U of T representatives reported that they found the business of the committees worthwhile and thought the U of T perspective they brought to the meetings was useful and appreciated." Nonetheless, the Task Force noted some unevenness in reported participation and compliance with reporting requirements. This suggests a need to reconsider the mechanisms of representation and accountability.

Recommendation 6

That the new Joint Committee review and revise the mechanisms for representation and accountability that are outlined in Schedule A.

Recommendation 7

That 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.

Recommendation 8

That SGS continue to facilitate periodic appraisals of conjoint degrees and appraisals of new conjoint degrees by OCGS as appropriate. And that SGS will facilitate participation in the Ontario Visiting Graduate Student Program for TST courses in degree programs that have been successfully appraised by OCGS.

Recommendation 9

The Task Force also recommends the following changes to Schedule A:

- i. That the title be changed to “Representatives on Councils and Committees” to better reflect the reciprocal nature of the Agreement;
- ii. That the word “two” in item 2(a), (b), and (c) be replaced with the phrase “at least one but no more than two”;
- iii. That item #3 be removed since the Committee on Academic Affairs has been dissolved;
- iv. That the current item #4 (item #5 previously) be amended to include the appointment of voting U of T members to final oral examinations for the degree of Doctor of Ministry since that degree is now offered conjointly with U of T;
- v. That a new item #5 be added that reads: “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.
- vi. That item #6 be removed since it was addressed during the 2001 review;
- vii. The addition of an item recognizing involvement of TST on U of T (SGS) councils and committees;
- viii. That item #7 be changed to read: “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.”
- ix. The addition of an item requiring the Joint Committee to report annually to the President of U of t and the Director of TST.

Term of Reference 4

Consider whether the current range of conjoint degrees is appropriate.

The Task Force is satisfied that the list of degrees in Schedule B is accurate and appropriate. The Task Force notes that, while all TST Member Institutions make the distinction between graduation and ordination, in some instances Capacity for Ministerial and Public Leadership is a degree requirement. The Task Force strongly endorses the principle that where Capacity for Ministerial and Public Leadership is a degree requirement the standards should be clearly defined and objectively evaluated. We are satisfied that this principle is upheld through the clear statement and public availability of the standards for determining Capacity for Ministerial and Public Leadership as they appear in the Association of Theological Schools’ Degree Program Standards manual (2002).

There was extensive discussion of the criteria and mechanisms involved in granting permission for cross-registration in U of T and TST courses. It was found that there is a strong relationship between cross-appointments of faculty and cross-listing of courses. The Task Force both endorses and encourages participation in each others programs through cross-appointment of faculty and cross-registration in courses.

Recommendation 10

That the Joint Committee establish a mechanism to facilitate cross-appointment of faculty and cross-registration in courses.

Term of Reference 5

Consider the proposal to replace the current PhD in Theology currently offered by the University of St. Michael's College and the ThD currently offered conjointly by TST and U of T with a single conjoint PhD in Theology; and make recommendations as to whether and how to proceed with this proposal.

It is the view of this Task Force that the proposal of a new conjoint PhD in Theology raises issues that are not related to the review of the MOA.

Recommendation 11

That the proposal of a new conjoint PhD in Theology be considered in a separate process from the review of the Memorandum, and that the Task Force will continue to meet to consider and to make a recommendation on this proposal.

Term of Reference 6

Review experience regarding the application of the U of T Code of Behaviour on Academic Matters to students of TST Member Institutions, and make recommendations as to any changes in jurisdiction that are warranted

The Task Force confirms that the policy and requisite information on the U of T Code of Behaviour on Academic Matters is in place at all TST Member Institutions. Over the past eight years no cases of plagiarism or other academic offences have been brought to the U of T Tribunal.

Term of Reference 7

Consider the relation of the U of T academic appeals process, and the U of T Code of Student Conduct, to current procedures and policies in the TST Member Institutions.

- (i) TST students in conjoint degrees are not included among those whose academic appeals are considered by the Academic Appeals Committee. Currently, TST uses a three step appeals process which begins with the instructor, moves on to the College and finally is considered by either the Basic Degree or Advanced Degree Council. There was some concern among members of the Task Force that these procedures might not be sufficiently rigorous to withstand a judicial review. It was also noted that U of T has jurisdiction over all conjoint TST students for academic matters.

Recommendation 12

That TST Member Institutions adopt the U of T academic appeals process for all students registered in conjoint programs.

- (ii) With regard to matters relating to the U of T Code of Student Conduct, TST Member Institutions have their own codes, each of which includes some aspects of the U of T Code. Matters of student conduct are considered to be household matters rather than academic matters and the Task Force agrees that jurisdiction more aptly resides with the Member Institutions; however, the Task Force strongly urges TST Member Institutions to harmonize their codes with that of the U of T. Victoria University has already adopted the U of T Code in its entirety and other TST Member Institutions are encouraged to do the same or something similar. Should they wish to do so, Member Institutions are advised to contact the Office of the Governing Council for assistance.

Recommendation 13

That clauses #10 and #11 be revised for the purposes of clarity, given the changes discussed above and under term of reference #6.

Term of Reference 8

Review experience with reimbursable expenses and computation of grant revenue, confirm that the administrative guidelines set out in Schedule C to the MOA have been complied with, and make recommendations as to any changes in the guidelines or their interpretation as are warranted.

Matters concerning the computation of grant revenue were discussed at length and the Task Force is satisfied with the current system; however, reimbursable expenses and ancillary fees are an issue of concern for both TST and U of T. Over the term of the current Memorandum, U of T has moved increasingly towards a fee-for-service model for student services, which uses a more complex accounting system than the one in place for TST. Moreover, the current system in place for TST has its own complexities in that services available vary by Member Institution and by registration in the Basic or Advanced Degree. As a result, students at TST are confused about which U of T services they have access to and U of T is concerned that costs are not adequately covered by TST for the use of U of T services by TST students.

Recommendation 14

That the Joint Committee should be charged to make its highest priority the review and revision of Schedule C and in particular Section A on Reimbursement and Section B on Ancillary Fees.

Term of Reference 9

Review experience with the various accountability requirements of the MOA, such as requirements for annual reports by the Director of TST and by the Dean of the School of Graduate Studies, confirm that they have been complied with, and make recommendations as to any changes that may be warranted.

The Task Force is pleased to record that the experience with the accountability requirements of the MOA has been positive, with the only exception being that noted in response to the third term of reference. The Task Force is confident that the Joint Committee will be a valuable means for ensuring compliance in the future.

Term of Reference 10

Recommend as to whether and for what term the MOA should be renewed.

Recommendation 15

That the Memorandum of Agreement be renewed for a ten-year term and recommends that in 2009 the Joint Committee report to the respective governing bodies reviewing the experience of the past five years.

Appendix 1: Statistics on Enrollment and Degrees Granted in 2002-2003

(Source: 2002-2003 Report of the Registrar, Toronto School of Theology)

Enrolment Summary: FTE Count							
	BASIC	ADV.	MAST.	DOCT.	ELIG.	INEL.	Total
EMM	75.80	69.80	9.75	60.05	125.50	20.10	145.60
KNO	59.00	31.50	9.05	22.45	72.30	18.20	90.50
REG	65.75	57.25	21.45	35.80	76.35	46.65	123.00
SAS	82.50	0.00	0.00	0.00	64.50	18.00	82.50
SMC	47.40	86.25	22.50	63.75	91.00	42.65	133.65
TRI	64.05	27.00	6.20	20.80	80.55	10.50	91.05
TST	4.40	0.00	0.00	0.00	1.80	2.60	4.40
WYC	88.10	85.45	19.45	66.00	151.25	22.30	173.55
TOTAL	487.00	357.25	88.40	268.85	663.25	181.00	844.25

Enrolment Summary: Head Count, Total Full and Part Time							
	BASIC	ADV.	MAST.	DOCT.	ELIG.	INEL.	TOTAL
EMM	158	68	14	54	201	25	226
KNO	83	34	12	22	95	22	117
REG	163	63	33	30	167	59	226
SAS	193	0	0	0	166	27	193
SMC	119	90	31	59	167	42	209
TRI	113	26	9	17	129	10	139
TST	24	0	0	0	12	12	24
WYC	178	83	24	59	236	25	261
TOT	1031	364	123	241	1173	222	1395

DEGREES GRANTED										
Degree	Fall 2002				Spring 2003					Annual Total
	RG	SA	SM	Total	EM	KN	TR	WY	Total	
M.A.M.S.	8			8					0	8
M.Div.	7	15	8	30	25	16	13	18	72	102
M.P.S.				0	1				1	1
M.R.E.		2	8	10	2				2	12
M.Rel.				0				1	1	1
M.T.S.		2	1	3	3	1	3	10	17	20
D.Min			2	2					0	2
M.A.			2	2			1		1	3
Ph.D	1		3	4		2	1		3	7
Th.M.	2			2	1	1	3	3	8	10
Th.D.				0	2			1	3	3
TOTAL	18	19	24	61	34	20	21	33	108	169

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~~ Co-curricular Programs of the Faculty of Physical Education and Health

- 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.

June 3, 2004

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.

May 4, 2004