

This Federation Framework Agreement made in duplicate
as of 1 July 2008

between

THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO
of the first part

and

FX
of the second part

Preamble

1. The purpose of this Federation Framework Agreement is to set out the mutual understandings, commitments and responsibilities of the members of the federation, the University of Toronto and FX.
2. The relationships between the Colleges, the Departments, and the Faculty of Arts and Science were set out in the April 1974 Memorandum of Understanding, which redefined the academic role of the Colleges in the light of rationalized and shared resources among the parties. Nine years later these relationships were reviewed and restated in the recommendations of the Presidential Working Group on the Academic Role of the Colleges on the St. George Campus (known as the “Dalzell Report”) in 1983. The principles underlying these recommendations were enshrined in the Memorandum of Agreement Regarding the Institutional Relationships of the University of Toronto and the Federated Universities in the Faculty of Arts and Science, dated June 30, 1983 and renewed on June 21, 1990. In 1998 the Agreement was renewed in order to continue this relationship and its underlying principles, and the 1998 Agreement extended their scope to include similar relationships with other Faculties and Schools of the University.
3. This Federation Framework Agreement addresses the nature and role of the federated universities and the University of Toronto. A separate statement, which the parties have agreed to, sets out the roles of the Colleges, both federated and constituent.
4. This Federation Framework Agreement with the statement on the role of the Colleges supersedes the 1998 Memorandum of Agreement referred to in 2 above with regards to FX.

1. The Basis of Federation

- 1.1. FX entered into federation with the University of Toronto in XXXX. FX is governed by its own Act, granting it the powers of an independent university in the Province of Ontario. By the articles of federation, FX has suspended its power of

March 27, 2008

conferring degrees except in theology (The University of Toronto Act 1971 amended 1978, article 11.1). This is reflected in the FX Act ...).

1.2. With respect to degrees in theology, the University of Toronto has entered into an agreement with FX as a member of the Toronto School of Theology for the purpose of enabling the University of Toronto to participate in the direction of theological education programs (University of Toronto Act 1978 sec 2a), and in order to award conjoint degrees in theology. Faculty members and students in the Toronto School of Theology are not, by virtue of their appointment or registration, respectively, faculty members or students of the University of Toronto. Arrangements for cooperation and sharing of resources and mutual registration of students are governed by a Memorandum of Agreement, which is agreed upon from time to time by the University of Toronto, the Toronto School of Theology, FX, and all the member institutions of the Toronto School of Theology.

2. The Purpose of Federation

- 2.1 In coming together in federation, FX and the University of Toronto share common elements of their academic missions for their students. FX and the University of Toronto bring their resources to academic programs and collegial life in a collaborative enterprise, whereby
- a. the students of FX, and other University of Toronto students associated with the programs or collegial life of FX, have a distinct educational experience in such areas as academic courses and programs, student advising and academic services, and, for FX students, student life services and facilities, residence, and financial support;
 - b. faculty members associated with FX enjoy the benefits of collegial life;
 - c. the resources for the academic enterprise of the University of Toronto and the FX are enlarged;
 - d. the alumni relations and support for FX and the University of Toronto are strengthened.
 - e. FX benefits through the federation with the University of Toronto and its federated and affiliated institutions on account of the enhanced reputation of the collective enterprise, and the ability of all of these institutions to work together to generate support.
 - f. Each member of the federation recognizes that the other has distinctive elements in its mission that may not be shared.

3. The Premises of Federation

Federation between the University of Toronto and FX is premised upon the powers and authority of FX which operates under its own statutory authority (specify FX's authority) and the powers and authority of the University of Toronto which operates under the University of Toronto Act. During the period of federation, FX has agreed to place

certain aspects of its authority in abeyance but does not permanently relinquish such authority.

4. The Responsibilities and Commitments of Federation

Given the fundamental purpose of the federation of FX with the University of Toronto, FX commits itself to co-operate and collaborate with the University of Toronto in activities leading to the award of degrees or conjoint degrees. The University of Toronto commits itself to a collaborative relationship which respects the continuing powers and authority of FX. Some forms of co-operation are a consequence of the suspension of the degree-granting authority of FX except for theology degrees; others are embraced voluntarily for the sake of harmonious and consistent relations, especially in the delivery of academic programs, and in the experience of faculty and students.

Specifically, the parties agree as follows:

- 4.1 In matters of governance, FX shall exercise its powers in accordance with its mission, which shall include serving the greater good of the federation. The parties will collaborate as appropriate in governance and administration while each respects the powers and authority of the other. The desire and aim of both parties is to advance commonly held and jointly understood elements of their missions and they commit to establishing appropriate channels to facilitate this aim.
- 4.2 In its recruitment and registration of students, FX will work collaboratively with the divisions and faculties of the University of Toronto to establish and achieve agreed-upon goals. The University of Toronto acknowledges that FX may have distinctive requirements for registration that must include the academic qualifications prescribed by the University of Toronto, and the right to recruit students in accordance with those requirements.
- 4.3 FX will establish and administer its scholarships and bursaries in accordance with its own policies. In establishing these policies, FX will be cognizant of University of Toronto policies with respect to scholarships and bursaries. The University of Toronto will encourage University divisions to enter into arrangements with FX to enhance awards.
- 4.4 FX has adopted the University of Toronto Sexual Harassment Policy, the Code of Behaviour on Academic Matters, and the Code of Student Conduct. FX shall notify the University whenever it invokes the Code of Behaviour on Academic Matters or the Code of Student Conduct or *[insert any relevant codes of FX that may result in discipline]* regarding a University of Toronto student. In establishing its residence code and other student-related policies, FX will be cognizant of University codes, policies and practices and agrees to the principle of consistency amongst them as amended from time to time. The parties agree to assist each other in the exercise of those responsibilities for discipline as they carry out actions under the appropriate codes.
- 4.5 FX has, as a matter of convenience for all parties, agreed to the collection of tuition fees by the University of Toronto. The University of Toronto recognizes

- the authority of FX to collect fees from its students under its own policies and procedures. FX and the University of Toronto acknowledge each institution's policies and procedures related to non-tuition fees and acknowledge that such fees may also be governed by policies external to the institutions, such as those set by the Government of Ontario.
- 4.6 FX acknowledges that courses and programs of study for University of Toronto degrees must be approved by the University of Toronto; the University of Toronto acknowledges that a proportion of places in courses and programs of study sponsored by FX may be offered in the first instance to the students of FX. The balance of places in the courses and programs of study is available to University of Toronto students regardless of a student's College or Faculty affiliation. Any courses and programs of study to be so designated will be identified as such prior to submission for approval at the University of Toronto. The appropriate proportion to be set aside in such a manner will be determined by the Dean of the relevant Faculty and the Principal of FX.
 - 4.7 FX and the University of Toronto acknowledge that their graduates are alumni of both members of the federation, and agree to work co-operatively in their relationships with their graduates for the common good.
 - 4.8 FX and the University of Toronto shall co-ordinate their fundraising activities through collaboratively established procedures.
 - 4.9 For all faculty hired by FX who teach in University of Toronto programs, FX agrees to respect and abide by policies on appointment, tenure and promotion which shall be identical in all relevant respects to the policies of the University of Toronto. The Dean (or delegate) of the appropriate Faculty shall participate in the appointment, tenure or promotion of any full-time faculty member employed by FX. This process applies only to FX faculty members who are employed by that institution with funds from that institution.
 - 4.10 FX agrees to include the Vice-President and Provost of the University of Toronto (or delegate) in the search process for the position of Principal. FX agrees that it will conduct a review of the Principal's office each time before it is filled or renewed, will include the Vice-President and Provost (or delegate) on the review committee, and will share the report with the University of Toronto Vice-President and Provost. The review report will be presented to University of Toronto governance following its policies for academic reviews and the appointment of the Principal of FX College will be reported to the Academic Board. The University of Toronto and FX agree to consult on senior administrative appointments that are mutually relevant.
 - 4.11 The University of Toronto recognizes that the very nature of the collegiate life of FX depends upon a committed fellowship that can relate to the students of FX as well as participate in the administrative work of the College. FX agrees to consult with the relevant department chair, or Dean of the appropriate Faculty, if the individual is a member of a single-departmental Faculty, in the appointment of a College Fellow. FX may offer an office to a Fellow provided that it is consistent with University of Toronto policy for that Fellow to have a College office. Before offering of a College fellowship with office space to any University of Toronto faculty member, FX agrees to consult with the Dean of the appropriate Faculty

early in the process so that the interests of the Department or Faculty may be appropriately considered.

- 4.12 In order to further collegial collaboration, each of FX and the Vice-President and Provost of the University of Toronto will confer with the other in the development of plans and policies for offices and College fellowship.

Other Commitments

- 4.13 The University of Toronto acknowledges that FX owns and manages its properties independently, and is accountable to its Board for its space and physical facilities. The University of Toronto and FX will enter into an operational agreement for the use of space and facilities, including classrooms, offices, student and related space.
- 4.14 In fulfilling the purpose of federation, FX and the University of Toronto commit to providing the following services to University of Toronto students registered at FX.
- a. registrarial and advising services
 - b. student life services
 - c. academic skills services
 - d. general and specialized library collections and services

In addition, the parties agree that FX will provide faculty support and administrative services as negotiated from time to time with the University of Toronto.

- 4.15 The University of Toronto and FX agree to negotiate an operational agreement that provides for appropriate financial support for the contributions outlined in 4.13 and 4.14 and identifies an accountability framework for such contributions. Both parties recognize the desirability of operational agreements for significant periods of time to facilitate planning. While what constitutes appropriateness will be a matter of negotiation, the parties agree that the fundamental principles include:
- a. fairness
 - b. equity
 - c. stability
 - d. predictability
- 4.16 FX acknowledges that the University of Toronto is not obliged to fund services beyond the expected standards of the University of Toronto, or activities that do not advance the purposes of federation. The University of Toronto may agree to fund particular ventures that will improve standards across the federation.
- 4.17 The University of Toronto and FX recognize that much of the administrative work of each institution in alumni affairs and advancement, government relations, academic administration, financial services, human resources and labour relations, may be placed in the service of the other's faculty, students and programs. The University of Toronto and FX agree to co-operate so that policies and practices in these areas operate efficiently in relation to the parties' goals.

- 4.18 Funding for academic programs will continue to flow through the appropriate division or faculty of the University of Toronto.
- 4.19 The federation is best served by open communication and transparency.

5. Implementation of this Agreement

- 5.1 In public communications including letterhead, electronic and print materials, FX will acknowledge its federated relationship with the University of Toronto. For its part, the University of Toronto commits to recognizing the distinctive federated identity of FX in its public communications and materials, especially about the college system at the University of Toronto. FX and the University of Toronto shall co-ordinate these activities through collaboratively established procedures.
- 5.2 The parties may enter into specific agreements and contracts to implement any section of this Federation Framework Agreement.
- 5.3 Should disputes arise that are not resolved through normal channels, the Executive Head of FX and the President of the University of Toronto will jointly agree on a dispute resolution mechanism, informing the executive heads of the other federated universities as necessary or appropriate.
- 5.4 This agreement may be amended in writing at any time by mutual consent.
- 5.5 The terms and commitments of this Agreement will govern the relationships described herein between the University of Toronto and FX from 1 July 2008 for a period of ten years and the Agreement is renewed automatically unless either party serves notice of intention not to renew three years before the next renewal date.

Statement on the Roles of the Constituent and Federated Colleges

March 27, 2008

The Constituent and Federated Arts Colleges¹ (“Colleges”) are intellectual and social communities of students, faculty and staff which contribute to the advancement of learning at the University of Toronto. They provide opportunities for personal learning and friendships, making it possible for members of the University of Toronto to enjoy the advantages of both a small college and Canada’s largest urban research university. The college system is one of the distinctive features of the St. George campus. Every Arts and Science student is a member of a College, whether in residence or not.

Each College has its own history and culture. University College was established in 1853; Victoria College of Victoria University federated with the University of Toronto in 1890, and Trinity and St. Michael’s Colleges followed suit in the early 1900s. New College and Innis College were founded in the early 1960s, and Woodsworth College a decade later.

The Colleges play a role in education in its broadest sense. Each College houses specific academic programs that bring together scholars from different disciplines and function as catalysts for intellectual interaction. The teaching role of the Colleges includes organizing and sponsoring programs of study, certificate and diploma programs, and College courses. Requirements for programs of study are approved through the processes of the University. In addition to offering their own programs, the Colleges supplement other formal programs of the University with their library resources and with academic services and other activities that promote and improve the skills necessary to academic study. While the Colleges are engaged primarily with the Faculty of Arts and Science, they contribute to the University across all divisions and campuses.

Colleges provide rich environments for the pursuit of scholarship, particularly in first year and interdisciplinary programs. They provide extensive opportunities for undergraduate student engagement in research, and increasingly, support for graduate education in some areas with participating academic divisions. While traditionally the Colleges focused on the humanities, and that remains their strongest area, they have developed programs in the social sciences and continue to reach out to the sciences and other disciplines.

The Colleges are key contributors in enabling student engagement, success and satisfaction with their university experience. The Colleges participate in the recruitment of students to the Faculty of Arts and Science and the University. They offer registrarial and student life services, and cultural and social activities; they provide residence spaces and welcome international students. Each College offers its own scholarships, bursaries and grants. The Colleges have a specific, though not exclusive, responsibility for the nurture of undergraduate students, particularly at stages of transition to, within, and from the University, and play an important role in the development and delivery of advising services.

¹ The Federated Colleges are St. Michael’s, Trinity and Victoria; the Constituent Colleges are Innis, New, University and Woodsworth. For the Federated Colleges, the respective Federation Framework Agreement takes precedence if necessary over this Statement.

Each College defines Fellowship in accordance with its own traditions and ethos. Fellowship provides opportunities for faculty to be engaged with those from other disciplines and can play a significant role in recruitment and retention of faculty. The presence of Fellows also enhances the student experience with the Colleges. Colleges encourage other forms of College affiliation for members of the University who are not Fellows.

Implementation

College Principals have a reporting relationship to the Vice-President and Provost of the University of Toronto in their capacity as heads of academic units in the University. The Principals also report on behalf of their programs to the Dean of a Faculty or School under whose aegis a College program is offered in a capacity equivalent to that of department chairs.

For purposes of implementation of this Statement, the Principals of the Constituent and Federated Colleges and the Dean of the Faculty of Arts and Science will collaborate to develop procedures to confirm their respective roles. These procedures are recommended to the Vice-President and Provost.

Funding for the Federated Universities Operating Agreement

Further to the Federation Framework Agreements between the parties, this Operating Agreement provides for the financial and accountability arrangements between the institutions. The term of this agreement is five years, starting in 2008-09.

Occupancy costs

The University and the Federated Universities, will conduct a triennial review of the space inventory of each of the Federated Universities. Space, measured in net square metres, will be assigned to one of three broad categories:

- Space fully in service to the University of Toronto (e.g. faculty offices assigned to the Faculty of Arts and Science)
- Space fully in service to activities excluded from support under the Federation Framework Agreement (e.g. residences, food services, faculty offices assigned to TST faculty)
- Space partially in service to the University of Toronto (e.g. libraries, student common rooms, College administrative activities, classrooms). Space in this category will be prorated during the triennial review to determine the proportion to be funded under the Memorandum.

In order to calculate the rate per net square metre to be paid to the Federated Universities for eligible space, the University of Toronto will use the costs of four peer buildings, the choice of which attempts to reflect the diversity of age, use, and architectural attributes of the Federated University space in service to the University. The buildings are:

- 215 Huron St. (administrative activities and academic offices)
- Sidney Smith Hall (administrative activities, classrooms, and academic offices)
- University College (administrative activities, classrooms, and academic offices)
- Sigmund Samuel/Gerstein Building (information technology and library activities)

The occupancy costs at the University of Toronto are clearly identified on a per-building basis for the purpose of cost attribution to divisions under the budget model. These are aggregated costs that include allowances for grounds maintenance, snow removal, fire prevention, policing, etc., as well as administrative overheads and other indirect costs. Cost for property and liability insurance on a per-nsm basis will be added to this amount.

The University of Toronto will provide support for deferred maintenance at the rate of \$5.81 per nsm. This will increase annually at the same rate as any increases in budgeted amounts for deferred maintenance for University of Toronto buildings. The University will continue to flow any special grants for deferred maintenance to the Federated Universities in proportion to their total space as determined in the triennial reviews.

Library

Acquisitions

An amount of \$ _____ will be available for library acquisitions. This will increase annually in proportion to the University's increase in its library acquisition budget.

Operations

An amount of \$ _____ will be available for library operations. This will increase annually by the escalator defined below.

Student Life and Registrarial Services

An amount of \$ _____ will be available for student life and registrarial services. This is based on a per-student value of \$ _____, which will increase annually by the escalator defined below. This amount includes a new allocation for support of student life initiatives.

Academic Support

An amount of \$ _____ will be available for academic support for University of Toronto faculty residing in FX. This is based on a per-faculty value of \$ _____, which will increase annually by the escalator defined below.

Administrative Services

An amount of \$ _____ will be available for administrative services. This will increase annually by the escalator defined below.

Escalator

These grant components will be increased annually by the greater of Toronto CPI or 3% as determined by Statistics Canada as of the end of December each year and adjusted for the number of students and the number of faculty on a slip-year basis.

The parties agree to review this arrangement midway through the term of this agreement if CPI is at 5% or higher.

Phase-in of Increase

The grant values given above are higher than the 2006-07 grant escalated to 2008-09 using the escalation factor defined above. The increase above the escalated value will be phased in over three years, as follows:

1. A baseline grant will be calculated equal to the 2006-07 grant escalated each year using the escalator factor defined above.
2. The baseline grant will be augmented by 40% of the increase in 2008-09, 80% in 2009-10 and 100% in 2010-11.
3. For the purposes of point 2, the value of the increase in occupancy and deferred maintenance costs will be adjusted each year based on the University's budgeted costs for peer buildings.

In-Kind Supports

The University agrees to continue to provide support to FX as described in Appendix 1.

Excluded activities

The activities described in Appendix 2 are excluded from these financial arrangements.

Prepayment of Grant

The grant determined in accordance with these formulas will be paid in total to each of the Federated Universities at the beginning of the University's fiscal year, and will be adjusted as necessary in the final month of the fiscal year in order to reflect the replacement of estimated values with actual values for the cost of utilities. Any adjustments will be applied to the grant payment at the beginning of the next fiscal year.

Autonomy and Accountability

FX may deploy the total block grant across the array of support services without reference to the manner in which the grant has been calculated.

The parties agree to develop an accountability framework for annual reporting by each Federated University on services delivered pursuant to this agreement.

Special Funds

Additional allocations made to FX from specific University or external funds shall be deployed in support of the specific limited purposes for which they were provided.

Proposals from FX College to the University of Toronto for any specific fund, including matching funds, will be accorded the same status as Constituent Colleges.

Appendix 1 In-Kind Supports for Federated Universities

1. Library Information Technology Support

The University, through the Information Commons will provide a full range of support to the information technology requirements of the Federated University libraries. The University will add resources to the Information Commons to provide this support. Further, in formulating proposals for renewal of equipment and networks for library technology, the Chief Librarian will include the requirements of the Federated University libraries for purposes of funding.

2. Participation in the University Space Inventory and Room Reservation Systems

The Federated Universities agree to participate fully in the use of the University's Space Inventory system and in the University's Room Reservation System. The Faculty of Arts and Science will have full access to directly reserve available classrooms in the Federated Universities, on the understanding that the Federated Universities themselves will have first priority for classroom reservations within their own space inventory.

3. Infrastructure Funding

From time to time the University will, as a deliberate and explicit matter of budget strategy, provide funding for investment in infrastructure. Should such funding be deployed in support of projects supporting University-wide initiatives such as computer networking, the Federated Colleges shall be eligible to participate in and benefit from such projects on an equal basis with the Constituent Colleges. To the extent that such funds will be used to fund individual projects on a competitive basis, the Federated Universities shall be permitted to submit projects for the competition on an equal basis with the Constituent Colleges.

4. Financial and Human Resources Information Systems

The University will not provide funding to the Federated Universities for the acquisition or operation of financial information systems or for human resources information systems. The Federated Universities may elect to use the University's information systems free of charge.

5. Advice on Human Resources Issues

The Federated Universities may elect to seek advice on matters of compensation or employment policy from the University's Human Resources Department. Such advice will be provided by the University in a timely manner, free of charge.

6. Student Information System

Each of the Federated Universities agrees to participate fully in the use of the University's Student Record Systems.

7. Principal

The University shall support the actual salary and benefits costs of each of the Federated (Arts & Science) College principals, including the salary of a principal while on scheduled administrative leave.

8. Development Information System

Each of the Federated Universities agrees to participate fully in the use of the University's Development Information System.

Appendix 2 Excluded Activities

The following activities are excluded from the financial arrangements. No funding will be transferred to the Federated Universities in support of these activities.

1. Costs directly associated with the autonomous nature of the Federated Universities, such as but not limited to:

- the office of the president of the Federated Universities
- costs associated with the board and senate of the Federated Universities
- institutional archives
- investment management
- audit fees
- legal fees (see note)
- administrative computing systems
- human resources management

Note: in instances where it might prove to be mutually beneficial to a Federated University and to the University to engage legal counsel, the University will consider proposals from the Federated Universities for cost sharing of legal fees on a case by case basis.

2 Ancillary enterprises such as residences, food services, parking, and bookstores.

3. Centralised student services offered by the University, such as:

- Career Counselling Centre
- Student centres such as Hart House, First Nations' House, and the International Student Centre
- Athletics and Recreation
- Health Services
- Child Care Services
- Services to Students with Disabilities

Memorandum of Agreement

between

**The University of Toronto
and
The Federated Universities**

including

**Funding for the Federated Universities:
Policy and Procedures**

December 17, 1998
Effective July 1, 1998

To request an official copy of this policy, contact:
The Office of the Governing Council
Room 106, Simcoe Hall
27 King's College Circle
University of Toronto
Toronto, Ontario
M5S 1A1
Phone: 416-978-6576
Fax: 416-978-8182
E-mail: governing.council@utoronto.ca
Website: <http://www.utoronto.ca/govcncl/>

Table of Contents

Definitions

PREAMBLE

I. Fundamental Principles

II. College Teaching

II.1. Programs and Courses

II.2. Procedures for Establishment and Review

II.3. Access

II.4. Teaching Appointments: The Federated Universities

II.5. Teaching Appointments: The Constituent Colleges

II.6. Teaching in College Programs

III. College Fellows

III.1. Selection

III.2. Duties and Privileges

III.3. College Affiliation

IV. Students and Student Services

IV.1. Registrarial Services

IV.2. Recruitment and Outreach

IV.3. Responsibilities for Counselling

IV.4. Student Life Issues

V. Academic Services

V.1. Libraries

V.2. Academic Skills Development

VI. Financial Principles

VI.1. Principles of the Funding of Services in the Federated Universities

VI.2. Funding for the Federated Universities: Policy and Procedures

VI.3. The Funding of College Programs and Courses

VII. Alumni and Development

VII.1. Alumni

VII.2. Development

VIII. Reviews of Colleges and Appointment of Academic Heads

VIII.1. Reviews

VIII.2. Appointments Process

IX. General Considerations

IX.1. The Term of this Memorandum

IX.2. Monitoring

IX.3. The Resolution of Disputes Arising

IX.4. Review and Renewal

Funding for the Federated Universities: Policy and Procedures

A. Financial Principles for a Renewed Memorandum of Agreement with the Federated Universities

B. Activities Excluded from the Financial Arrangements

C. Desired Characteristics of the Grant Formulas

D. The 'Block Grant' Principle

E. Activities to be Funded under a Renewed Memorandum of Agreement

- 1) Libraries**
- 2) Operation and Maintenance of Facilities**
- 3) Financial Management Costs**
- 4) Registrarial Costs**
- 5) Support for Academic Skills Development**
- 6) Support for University of Toronto Faculty Physically
Housed in the Federated Universities**
- 7) Academic Administration**
- 8) Alumni Relations and Development**
- 9) Administrative Overhead**
- 10) Use of a Standard Benefit Cost Rate**
- 11) Prepayment of Grant**

Memorandum of Agreement between The University of Toronto And The Federated Universities including Funding for the Federated Universities: Policy and Procedures

Definitions

College: a Constituent College or a Federated Arts College

Constituent College: for the purposes of this Memorandum, University College, New College, Innis College, and Woodsworth College. Under the University of Toronto Act 1971, University College is the provincial College of the University of Toronto, and the others constituent colleges.

Council: the academic governing body of a College

Federated Arts College: St. Michael's College in the University of St. Michael's College, Trinity College (Faculty of Arts) in the University of Trinity College, and Victoria College in Victoria University

Federated University: the University of St. Michael's College, the University of Trinity College, and Victoria University

Fellow: a member of a College, appointed under the terms and conditions set out by its Council; for the purposes of this Memorandum, normally also a faculty member of the University of Toronto

Governing Body: the Governing Council of the University of Toronto, the Collegium of the University of St. Michael's College, the Board of Trustees of the University of Trinity College, the Board of Regents of Victoria University

Head of a Federated University: the President of the University of St. Michael's College, the Provost of the University of Trinity College, and the President of Victoria University

Heads: the President of the University of Toronto, and the Heads of the Federated Universities

Principal: the Principal of a Constituent College or Federated Arts College, including the Dean of Arts at the University of Trinity College

Program: a degree program, including specialist, major or minor program, or a certificate or diploma program, offered with the approval of the Academic Board of the University of Toronto.

University: the University of Toronto

PREAMBLE

WHEREAS

Recognizing that the University draws its strengths from diverse sources, the University of Toronto, the University of St. Michael's College, the University of Trinity College, and Victoria University agree that the federal character of the historical University has been and should continue to be a source of enrichment and diversity in the life of the University; and

WHEREAS

the University has found and will continue to find enrichment and diversity in its Constituent Colleges and the Federated Arts Colleges; and

WHEREAS

the University on behalf of its Constituent Colleges and the Federated Universities on behalf of their Arts Colleges agree that the responsibility for academic management of arts and science programs, courses and instruction should reside in the Faculty of Arts and Science, and like responsibility for other programs, courses and instruction in the appropriate Faculty or School of the University; and

WHEREAS

the University and the Federated Universities and their Colleges together affirm that the Colleges should continue to be communities of scholars committed to the pursuit of academic excellence and by formal and informal means to the furtherance of the intellectual development of their students,

the University and the Federated Universities on behalf of their Colleges

TO THAT END MUTUALLY AGREE AS FOLLOWS:

I. Fundamental Principles

1. The relationships between the Colleges, the Departments, and the Faculty of Arts and Science were set out in the April 1974 Memorandum of Understanding, which redefined the academic role of the Colleges in the light of rationalized and shared resources among the parties. Nine years later these relationships were reviewed and restated in the recommendations of the Presidential Working Group on the Academic Role of the Colleges on the St. George Campus (known as the "Dalzell Report") in 1983. The principles underlying these recommendations were enshrined in the Memorandum of Agreement Regarding the

Institutional Relationships of the University of Toronto and the Federated Universities in the Faculty of Arts and Science, dated June 30, 1983 and renewed on June 21, 1990. This present Agreement continues this relationship and its underlying principles, and extends their scope to include similar relationships with other Faculties and Schools of the University.

2. Colleges are communities of scholars which share with the rest of the University a responsibility for the advancement of learning. They should seek to promote this end by bringing scholars together from different disciplines and by functioning as catalysts for intellectual interaction.
3. The community of scholars in a College includes students. Colleges have a specific, though not exclusive, responsibility for the nurture of undergraduate students, particularly at stages of transition to, within, and from the University, and play an important role in the development and delivery of counselling services. Colleges create and sustain a sense of community for both residential and non-residential students in a large and complex University.
4. Colleges play a special role in education in its broadest sense. While offering instruction especially in interdisciplinary areas, Colleges also supplement the formal programs of the University with their library resources and with academic services and other activities that promote and improve the skills necessary to academic study. Colleges provide cultural and social activities that enrich the academic life of all their members, faculty, students and alumni.
5. The federation between the University and the Federated Universities is founded on historic agreements whereby the Federated Universities offer programs and degrees in theology, and the University offers programs and degrees in Arts and Science. The Federated Universities make available their considerable resources to a common University enterprise of education particularly in Arts and Science, and the University commits itself to equitable compensation for services agreed upon and provided. By this Memorandum, the University and the Federated Universities acknowledge and pledge to continue the goodwill and the spirit of co-operation which makes this educational enterprise unique.
6. In this same spirit of co-operation and mutual benefit, the University agrees to promote public awareness of the Colleges and the federation, and the Federated Universities agree to the public representation of their federation with the University of Toronto, especially in matters related to the areas under this Memorandum.
7. It is also recognized as a matter fundamental to this Agreement and its realization that the College Principals enjoy more than one role and relationship. The Principals of the Federated Arts Colleges are appointed by the governing bodies of their respective Federated Universities and report to their respective Heads. All Principals, of Constituent Colleges and Federated Arts Colleges, have a reporting relationship to the Vice-President and Provost of the University of Toronto in their capacity as heads of academic units in the University; they also report to the Dean of the Faculty of Arts and Science on behalf of their College programs in a capacity equivalent to that of department chairs (and in like fashion to the dean of any other faculty or school under whose aegis a College program is offered).

II. College Teaching

Colleges contribute to the teaching and research functions of the University, and in particular the Faculty of Arts and Science, in a variety of ways.

II.1. Programs and Courses

The teaching role of Colleges shall include some or all of the following:

- a. offering degree programs, typically interdisciplinary in nature, organized by a College and composed of courses mainly or exclusively mounted by that College, with a College prefix;
- b. organizing and offering degree programs, typically interdisciplinary in nature, composed of courses drawn mainly or exclusively from regular departmental offerings;
- c. organizing and offering certificate and diploma programs;
- d. offering courses with College prefixes, and 199Y courses.

II.2. Procedures for Establishment and Review

- a. All College courses and programs shall be submitted on behalf of their Councils by the appropriate academic head to the Faculty of Arts and Science or other Faculty for approval and recommendation to the Governing Council;
- b. All degree programs, and all University of Toronto certificate and diploma programs, sponsored by or having their primary base in a College shall undergo periodic external review. The responsibility for establishing the composition and terms of reference of the committee which carries out the external review rests with the Dean of the Faculty which has primary responsibility for the program, after consultation with the Principal of the College and taking into account the objective and scope of the program under review (or in the case of certain Woodsworth College programs, the responsibility rests with the Principal);
- c. External reviews shall occur on a cyclical basis, according to a schedule established jointly by the Principal and the Dean. The length of time between external reviews of an individual program may vary according to specific circumstances, but no more than seven years shall elapse between reviews.

- d. College courses not part of College-sponsored programs will be reviewed during the review of each College normally in the final year of the term of the Principal. Reports of external program reviews conducted under 2b above will be available to the committee conducting a College review (see section VIII, Reviews of Colleges and Appointment of Academic Heads, below)

II.3. Access

- a. No student shall be denied access to a course or program offered in or by a College on the ground that the student is not registered in that College;
- b. As long as the principle of II.3a above is not violated, it is desirable for students of a particular College to be offered the opportunity to select a course section or tutorial held in that College; and for a course under II.1d above that is paid for by a particular College, and which does not count towards the fulfilment of requirements for specialist, major or minor programs in Arts and Science or another Faculty or School, students of that College may be given first preference.

II.4. Teaching Appointments: The Federated Universities

- a. The Federated Universities shall retain the right to make appointments to their own Arts College teaching staff from their endowments and other private or independent funding.
- b. Where such appointments are tenured or in the tenure stream, and where through co-operative arrangements the appointee is expected to teach in the programs of the University,
- i. they must be made in conformity with policies and procedures which are identical to the University of Toronto's Policy and Procedures on Academic Appointments as amended from time to time;
 - ii. the area of appointment should reflect a partnership between College and Department, and be compatible with the Faculty's academic plan; and
 - iii. the person recommended for the position must have the approval of the appropriate Dean.
- c. The Federated Universities shall retain the legal power to appoint, grant tenure to and dismiss a faculty member who holds a Federated University contract.
- d. All recommendations and decisions regarding tenure of persons holding employment contracts with the Federated Universities and appointed in a Faculty of the University shall be made by the governing bodies of the Federated Universities in conformity with their policies and procedures on academic appointments (which shall be identical to the University of Toronto's Policy and Procedures on Academic Appointments, as amended from time to time) and on the recommendation of a committee appointed by the Dean after consultation with the appropriate College Principal. In the case of dismissal, the Federated University and the Dean of the Faculty involved will act jointly.

II.5. Teaching Appointments: The Constituent Colleges

- a. Under the University of Toronto Policy and Procedures on Academic Appointments, a constituent College may not be the place of primary or secondary appointment for the purposes of consideration for and award of tenure; however, with the approval of the Dean, members of Departments may hold budgetary cross-appointments to Colleges.
- b. All budgetary cross-appointments to Constituent Colleges shall hold their tenure in a Department or Faculty of the University;
- c. In accordance with policy, the Constituent College Principal shall supply an evaluation of the cross-appointed member's contribution to the College for the purposes of tenure, promotion and merit review

II.6. Teaching in College Programs

- a. Wherever possible, College courses in College programs shall be taught by members of Departments in the Faculty of Arts and Science (or another Faculty as appropriate). In staffing their programs and courses, Constituent and Federated Arts College Principals shall consult with the Dean and appropriate Chairs to determine if departmental staff are available.
- b. Where College Programs are dependent upon the continued contribution of departmental members, the Dean shall endeavour to ensure stability of this contribution in accordance with the principles and practices of staffing in the Faculty.
- c. Constituent Colleges may appoint non-tenured teaching staff from time to time, and the Federated Arts Colleges may employ teaching staff, other than their own tenured faculty members or members of Departments, to teach in College programs and courses. All such appointments shall be made in accordance with the policies and procedures of the University of Toronto, as amended from time to time.
- d. In their relations with any teaching staff, tenured or non-tenured, who teach in University of Toronto programs or courses, the Federated Universities shall observe policies and procedures similar to the policies and procedures of the University of Toronto, as amended from time to time.
- e. Where they so desire and the Dean approves, the Federated Universities may arrange to have their College courses in College programs taught by staff on University of Toronto employment contracts by entering into appropriate transfers of payment for

teaching to the Faculty of Arts and Science (or another Faculty as appropriate).

III. College Fellows

Each College may define Fellowship in accordance with its own traditions and ethos, subject to the following principles:

III.1. Selection

- a. Appointment of a University of Toronto faculty member as a Fellow may be initiated by the College or by the faculty member.
- b. A College that wishes to appoint a Fellow from the existing faculty of the University of Toronto shall consult the chair of the relevant Department or Departments or, where the individual is not a member of a Department, the Dean of the relevant Faculty, before the College formally confirms the individual's status as a Fellow

III.2. Duties and Privileges

- a. It is desirable that a significant number of the Fellows have offices in their own College. Location of a Fellow in a College shall be approved by the Dean of the appropriate Faculty.
- b. Departmental chairs have responsibility for assigning teaching duties to all members of their Department. In making assignments for Fellows, however, the chair shall attempt, subject to the needs of the Department, to enable Fellows to do as much of their teaching as possible in their own College facilities.
- c. While recognizing the primacy of their departmental and research responsibilities, Fellows shall be expected to involve themselves in the academic life of their College; they should be willing, for example, to counsel students and to participate in the work of College committees.
- d. All teaching that is part of the regular load, regardless of course designator, shall be given the same weight in the awarding of merit increases as well as in the granting of tenure and promotion.
- e. Service to a College shall be given the same weight as service to a Department in the awarding of merit increases as well as in the granting of tenure and promotion.

III.3. College Affiliation

Recognizing that the benefits of a collegial community should be widely available, Colleges shall actively promote and encourage forms of College affiliation other than Fellowship for faculty members of the University. They shall work closely with Departments and Faculties as in III.1.b above in offering affiliation especially to new members of the faculty of the University.

IV. Students and Student Services

College Registrars report to their Principals or Heads, and co-ordinate their activities with Admissions and Awards and with the Faculty of Arts and Science Registrar's Office. All activities concerning the recruitment of students to the University are co-ordinated by the Vice-Provost, Students of the University of Toronto. The Colleges and the Faculty shall work together with the Vice-Provost to improve and enhance the quality of student experience. The Vice-Provost will arrange for a Registrar's Group to co-ordinate central, faculty, and college registrarial and student service activities. Although these activities will develop over time, they are expected to include the following.

IV.1. Registrarial Services

Colleges shall perform registrarial services for their students in co-operation with Admissions and Awards, and the Faculty of Arts and Science Registrar. Examples of such services are:

- a. selecting students for admission to College membership
- b. assisting students in making effective use of the University's student record system
- c. student record management
- d. administration of scholarships and financial aid
- e. student petitions
- f. research on the student experience.

IV.2. Recruitment and Outreach

Under the co-ordination of the Vice-Provost, Students, Colleges shall participate fully in the recruitment of students to the Faculty of Arts and Science and the University. Colleges may play a special role in outreach to designated groups.

IV.3. Responsibilities for Counselling

In co-operation with faculty and central services, Colleges shall engage in advising and counselling students. They should be a reliable first stop for their students, providing access to information and making referrals as appropriate.

- a. Colleges shall provide academic counselling to their students, particularly at stages of transition to, within, and from the University. Advising on transition to the University should include counselling about course selection, and an introduction to the policies of the University and the Faculty, especially the Code of Behaviour on Academic Matters, the Code of Student Conduct, the Policy and Procedures on Sexual Harassment, and the rules and regulations of the Faculty.
- b. Colleges shall provide consistent and timely advice on petitions and appeals.
- c. Colleges shall provide individual and personal counselling, including crisis management, in co-operation with central counselling services.
- d. In co-operation with Admissions and Awards, Colleges shall provide financial counselling to their students, and participate in determining and implementing as their resources permit the University's policies on financial aid. The Federated Universities and the University agree to work co-operatively in the development and administration of their respective policies on student financial aid provided from their own resources.

IV.4. Student Life Issues

- a. Colleges shall provide residence spaces as available. Constituent colleges shall co-operate with the University in determining and implementing policies on residences. The Federated Universities and the University agree to work co-operatively in the development and administration of their respective policies on residences, with the goal of providing, where possible, residence space for all first year students who desire it.
- b. Colleges shall offer programs and activities to enhance student life, for both resident and non-resident students.
- c. Colleges are responsible for the administration of the Code of Student Conduct of the University of Toronto; the Federated Arts Colleges also retain the authority to maintain their own codes of non-academic discipline.
- d. Colleges shall seek to include students of Faculties other than Arts and Science among their student members, especially graduate students, and thereby enrich student experience at the University.
- e. Colleges may foster the international experience of their students through promoting, and participating in, exchanges.
- f. Colleges shall provide study space, and academic services for their students as set out in section V below.

V. Academic Services

V.1. Libraries

- a. As centres of intellectual community in the Colleges, the College Libraries serve students, faculty and alumni. They provide formal and informal study space, and are especially valuable as a campus academic base for both resident and non-resident students. Offering expert, personal service, they effectively introduce members of the University to information sources in the campus system and the wider world. The College Libraries are especially well positioned to respond efficiently to immediate academic needs and to support local initiatives. College library resources are generally available to all members of the University.
- b. The College Libraries shall contribute to the strength of the University and Federated University system in five principal ways:
 - i. by providing user-friendly decentralized access to new information technology and digital resources;
 - ii. by providing current curriculum materials in high demand;
 - iii. by supporting, according to a collections policy complementary to the University of Toronto Library system, research interests associated with the College and the University;
 - iv. by providing convenient, attractive facilities for study and research;
 - v. by providing instruction in the use of library and information resources.
- c. University funding for the Federated Universities shall provide appropriate support for these objectives, recognizing that funding for access to information technology is a current University priority.
- d. The Chief Librarian of the University shall establish a Librarians' Group to oversee the operations of this section of the Memorandum.
- e. It is recognized that the above principles of this section apply especially to the libraries of the Federated Arts Colleges. Constituent College libraries may support only some of the objectives of V.1.b. Where a Constituent College makes its library an academic priority, it shall be expected to seek and deploy its funding in ways that reflect University priorities.

V.2. Academic Skills Development

Colleges have special responsibilities for the development of the skills required by their students for academic study. In co-ordination with services offered by other units in the University, Colleges shall offer programs, workshops, labs or tutoring in such areas as:

- a. proficiency in language, reasoning, and writing
- b. mathematical sciences and analytical proficiency
- c. computer and computing skills

VI. Financial Principles

VI.1. Principles of the Funding of Services in the Federated Universities

The financial arrangements in support of this Memorandum are informed by three fundamental principles.

- a. The University shall provide funding to the Federated Universities at levels comparable to the costs of similar activities within the University's own operations. Where applicable, the University will endeavour to ensure that the Federated Arts Colleges receive funding on a level equivalent to that received by the Constituent Colleges.
- b. The University recognizes and respects the autonomous nature of the Federated Universities. The Federated Universities may elect to use their own resources to supplement activities funded under this Memorandum or to undertake activities and provide services that would not be funded under this Memorandum. The University shall not be expected to provide funding to the Federated Universities beyond what is contemplated in this Memorandum.
- c. The Federated Arts Colleges will participate in the academic and budget planning processes of the Faculty of Arts and Science on an equal basis with the Constituent Colleges (see section VI.3 below). Funding provided to the Federated Universities for their College courses and programs under this Memorandum is intended to support the approved academic and budget plans of the Faculty of Arts and Science (or other Faculty as appropriate).

VI.2. Funding for the Federated Universities: Policy and Procedures

In light of the above principles in VI.1, the parties shall set out in an Agreement (Funding for the Federated Universities: Policy And Procedures) the areas for which the University will and will not provide financial support to the Federated Universities, which Agreement shall be read as part of this Memorandum. Areas for support shall include libraries, administration of academic programs, financial management, registrarial services, support for faculty members housed in Federated Arts Colleges, space, maintenance and utilities. The Agreement shall specify the basis of calculation for funding in each area and other matters relevant to funding such as budget adjustments and payment schedules. This Agreement may be modified from time to time during the term of this Memorandum with the consent of all the Heads.

VI.3. The Funding of College Programs and Courses

The University shall contribute to the funding of College programs and courses in accordance with the following principles.

- a. Insofar as teaching is done for Arts and Science students, in courses and programs of study approved by the Faculty of Arts and Science, final responsibility for College teaching as defined in Section II of this Memorandum must rest with the Faculty of Arts and Science. This principle extends by analogy to any College teaching for any other Faculty or School of the University.
- b. Any College, Constituent or Federated, may contribute from its own financial resources to the costs of teaching approved courses or programs mounted in the College. It is expected that each College will continue to seek additional sources of funding for courses and programs reflecting its distinctive character and mission within the University. Financial partnerships between College and Faculty are to be encouraged.
- c. Instructional grants for College teaching will be subject to the normal budgetary processes within the Faculty. In their capacity as equivalent to departmental chairs, constituent or federated College Principals will present their teaching program budgets to the Dean as part of periodic budget and complement planning processes. In keeping with the principles enunciated in section II above, the Faculty portion of College budgets will be adjudicated and adjusted according to principles and procedures similar to those that apply to departmental budgets.
- d. The Dean of the Faculty of Arts and Science and the Principals of the Federated Universities shall develop a written agreement by December 31, 1998 on protocols concerning the allocation of funds provided by the Faculty to the Federated Universities in support of instructional activities conducted by the Federated Universities.
- e. The above principles do not apply to the funding of courses and programs in Woodsworth College insofar as Woodsworth receives its instructional funds directly from the Vice-President and Provost of the University.

VII. Alumni and Development

VII.1. Alumni

Students become alumni of the University and of their College of registration and of the Faculty in which they have followed their program of studies. University, College and Faculty officers shall foster relationships that respect the freedom of alumni to express their loyalties, and shall cultivate their alumni in a co-operative and co-ordinated fashion.

VII.2. Development

- a. For the cultivation and solicitation of major gifts (gifts over \$25,000 or of such higher amounts as may be agreed), the University and the Federated Universities shall structure their relationships on the following principles:
 - i. the gifts must serve the academic priorities of the University and the Federated Universities;
 - ii. prospect clearance and management shall be co-ordinated to ensure proper cultivation, solicitation, and stewardship;
 - iii. the University and the Federated Universities shall work together in approaching major donors and shall represent each other's interests fully when only one of the partners is meeting with a prospect.
- b. With respect to other giving, including annual giving, all parties shall conduct themselves in a manner consistent with the principles enunciated in VII.1 above concerning alumni.

VIII. Reviews of Colleges and Appointment of Academic Heads

VIII.1. Reviews

- a. The Office of the Vice-President and Provost will conduct a periodic review, normally early in the final year of the Principal's term, of each Constituent College;
- b. Membership of Provostial review committees will include at least one other College Principal;
- c. The Federated Universities agree that their respective heads shall conduct a review of all academic services provided to undergraduates of the Faculty of Arts and Science through the Principal's Office, the Registrar's Office, and the Library of their respective Colleges. This review shall take place at intervals of no more than ten years, and normally during the final year of the Principal's term. The Federated Universities further agree to share the report of the review with the Vice-President and Provost of the University for the Provost's information;
- d. Federated College review committees will include, by invitation of the head of the Federated University, the Vice-President and Provost of the University or his or her representative.

VIII.2. Appointments Process

- a. Federated College Principals are appointed by their governing bodies, and Constituent College Principals by the Governing Council of the University of Toronto.
- b. Advisory committees for the appointment of constituent College Principals are governed by the University of Toronto Policy on the Appointment of Academic Administrators, Section III, as amended from time to time; Principals of both Constituent Colleges and Federated Colleges are eligible to serve on advisory committees where by virtue of their academic appointments they are qualified scholars in the University.
- c. In virtue of the reporting relationships of Federated College Principals set out in section I.7, Fundamental Principles, above, the Federated Universities agree to invite the Vice-President and Provost of the University to participate in the search process for the Principal; the Vice-President and Provost will report the appointment of the Principal by the Federated University to the Academic Board for information.

IX. General Considerations

IX.1. The Term of this Memorandum

This Memorandum supersedes the Memorandum of Agreement Regarding the Institutional Relationships of the University of Toronto and the Federated Universities in the Faculty of Arts and Science, dated June 21, 1990 and renewed from time to time until 30 June 1998. The terms and commitments of this Memorandum will govern the relationships described herein of the University of Toronto with the University of St. Michael's College, the University of Trinity College, and Victoria University, from 1 July 1998 for a period of ten years, subject to the provisions in section IX.4 below.

IX.2. Monitoring

The annual operations of this Memorandum will be monitored by the appropriate bodies:

- a. at the call of the Principals, the Principals and the Dean of Arts and Science (and similarly the Dean of any other faculty with College relationships under this Memorandum, and the relevant Principal or Principals) will meet annually to comment on the workings of the Memorandum, especially under sections II, III and V.2, and to receive reports from:

- i. the Registrar's Group on the workings of section V of the Memorandum;
- ii. the Librarian's Group on the workings of section V.1 of the Memorandum;

Minutes of this annual meeting shall be circulated to the Vice-President and Provost and to the Heads.

- b. the Vice-Provost, Planning and Budget, will circulate an annual report to the Heads on the financial aspects of this Memorandum for their information;
- c. The periodic reviews of Constituent Colleges and the Federated Colleges, described in section VIII, will provide further information on the workings of the Memorandum.

IX.3. The Resolution of Disputes Arising

All parties agree to conduct their affairs under this Memorandum in a spirit of mutual cooperation and good faith, and fully expect any issues between them to be resolved at the level at which they arise. An unresolved dispute arising from this Memorandum may be submitted for resolution to the Vice-President and Provost of the University, and failing resolution, to the President of the University, and failing resolution, to the Heads, who will together resolve the issue or agree upon a means of resolution.

IX.4. Review and Renewal

- a. In the fifth year of this Memorandum and before December 31, 2003, the Heads shall review the operation of this Memorandum and determine whether any modification of its provisions is required.
- b. This Memorandum may be amended at any time with the consent of all parties and on the recommendation of the Heads concurred in by their governing bodies.
- c. Any party to this Memorandum on the recommendation of its Head concurred in by its governing body may cause it to be renegotiated upon giving notice in writing at any time, or may withdraw unilaterally from it upon the giving of twelve months' written notice not later than June 30 in any year, to become effective as of June 30 next.
- d. This Memorandum may be renewed for a fixed period beyond June 30, 2008 upon the recommendation of the Heads to their respective governing bodies following upon a full review of its operations.

IN WITNESS WHEREOF the parties hereto have caused their representative corporate seals to be hereunto affixed, attested by the signatures of their proper officers in that behalf, duly authorized

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

(signed)
(Richard M.H. Alway, President and
Chairman of the Collegium

(signed)
Joseph M. Boyle, Principal

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

(signed)
Wendy M. Cecil-Cockwell, Chairman

(signed)
J. Robert S. Prichard, President

THE UNIVERSITY OF TRINITY COLLEGE

(signed)
T.W. Grier, Chairman of the Board of Trustees

(signed)
W. Thomas Delworth, Provost

VICTORIA UNIVERSITY

(signed)
Elizabeth Vosburgh, Chairman of the Board of
Regents

(signed)
Rosann Runte, President

Date: June 24, 1999

Funding for the Federated Universities: Policy and Procedures

A. Financial Principles for a Renewed Memorandum of Agreement with the Federated Universities

The financial arrangements supporting a renewed Memorandum of Agreement are informed by three fundamental principles:

1. The University of Toronto shall provide funding to the Federated Universities at levels comparable to the cost of similar activities within the University's own operations. Where applicable, the University will endeavour to ensure that the Federated Colleges receives funding on a level equivalent to that received by the Constituent Colleges.
2. The University recognizes and respects the autonomous nature of the Federated Universities. The Federated Universities may elect to use their own resources to supplement activities funded under this Memorandum or to undertake activities and provide services that would not be funded under this Memorandum. The University shall not be expected to provide funding to the Federated Universities beyond what is contemplated in this Memorandum.
3. The Federated Universities will participate in the academic and budget planning processes of the Faculty of Arts and Science on an equal basis with the Constituent Colleges. Funding provided to the Federated Universities for their College courses and programs under this Memorandum is intended to support the approved academic and budget plans of the Faculty of Arts and Science (or other faculty as appropriate).

B. Activities Excluded from the Financial Arrangements

The following activities are excluded from the financial arrangements. No funding will be transferred to the Federated Universities in support of these activities.

1. Costs directly associated with the autonomous nature of the Federated Universities, such as but not limited to:
 - the office of the president of the Federated Universities
 - costs associated with the board and senate of the Federated Universities
 - institutional archives
 - investment management
 - audit fees
 - legal fees (see note)
 - administrative computing systems
 - human resources management

Note: in instances where it might prove to be mutually beneficial to a Federated University and to the University to engage legal counsel, the University will consider proposals from the Federated Universities for cost sharing of legal fees on a case by case basis.

2. Ancillary enterprises such as residences, food services, parking, and bookstores. The University of Toronto requires that any of its own such activities must operate, at a minimum, at a full cost recovery basis. In fact, these services provide net financial support to the University's academic and academic support activities.
3. Student services comparable to those already offered by the University, such as:
 - Career Counselling Centre
 - Student centres such as Hart House, First Nations' House, and the International Student Centre
 - Athletics and Recreation
 - Health Services
 - Child Care Services
 - Services to Students with Disabilities

All such activities operated by the University of Toronto are operated on a full cost recovery basis from a combination of user fees, targeted government grants, and compulsory student incidental fees.

C. Desired Characteristics of the Grant Formulas

The grant formulas developed in support of the Memorandum are intended to possess the following characteristics:

- Sensitivity to changes in levels of enrolment, staffing, and space utilization, on the part of the Faculty of Arts and Science as well as the Federated Universities
- Recognition of inflationary increases on salary and non-salary expenditures
- Relative ease of calculation

- A reasonable degree of stability and predictability
- Objectivity
- Advancement of the objectives of the Memorandum of Agreement

D. The 'Block Grant' Principle

While the overall level of financial support provided to the Federated Colleges is determined on a formulaic basis for specific categories of support services provided to the Faculty of Arts and Science, the Federated Colleges are free to deploy the total grant across the array of support services without reference to the manner in which the grant has been calculated. The University respects the internal resource allocation process prevailing at each of the Colleges.

Allocations to the Federated Colleges from the Academic Priorities Fund, the Infrastructure Fund, or from matching funds shall be deployed in support of the specific limited purposes for which they were provided.

E. Activities to be Funded under a Renewed Memorandum of Agreement

1) Libraries

1.1 Library Acquisitions

The current level of funding provided to the three Federated Universities will be transferred to the acquisitions budget of the Chief Librarian and earmarked for the use of the Federated Universities. The budgets will henceforward be indexed under the prevailing formula used to calculate the University's aggregate budget for library acquisition. In its present form, the formula protects the real purchasing power of the acquisitions budget. Beyond the formulaic calculation of the budget, the Chief Librarian may from time to time either increase or decrease the acquisition budget for an individual Federated College to reflect the relocation of specialized collections either into or out of a Federated College library. Such changes would require the prior agreement of the Federated College.

1.2 College Librarians

The University will reimburse each Federated College for 80 per cent of the Librarian 4 salary and benefits cost in support of a senior librarian in each of the colleges.

1.3 Library Information Technology Support

The University, through the Information Commons will provide a full range of support to the information technology requirements of the Federated College libraries. The University will add resources to the Information Commons to provide this support. Further, in formulating proposals for renewal of equipment and networks for library technology, the Chief Librarian will include the requirements of the Federated College libraries for purposes of funding.

1.4 Library Public Service Costs

The University will reimburse the Federated College libraries for the cost of providing service to patrons, including service to all University of Toronto faculty, staff, and students, but excluding service to extramural readers and the faculty, staff, and students of the Toronto School of Theology. These costs will be reimbursed on a cost-per-circulation-transaction basis, based upon the total public service expenses of the libraries managed by the UTL.

1.5 Cataloguing and Ordering Services

The University will reimburse the Federated College libraries for the cost of selecting, ordering, and cataloguing new acquisitions on a cost-per-volume-acquired basis. The University will impute the number of volumes the library acquisitions grant (1.1 above) is deemed to have funded based on prevailing average book prices, and compute the UTL cost of selecting, ordering, and cataloguing a volume.

1.6 Administrative Overhead

The University will reimburse the Federated College libraries for administrative overhead associated with operating these libraries. Overhead shall be calculated on the basis of the prevailing percentage overhead rate for the administrative services division of the UTL expressed as a percentage cost applied to the sum of the grant components calculated in categories 1.2 through 1.5 above.

1.7 Special Library Grant

The University will provide a special grant for library support to each of the Federated Colleges. The grant will be equivalent to the grant provided in 1997-98 to each of the Federated Colleges as replacement of library incidental fees prohibited by the Ministry of Education and Training in 1987. This component of the grant shall be increased each year at the same rate as the indexation provided for the library acquisitions component of the grant.

2) Operation and Maintenance of Facilities

2.1 Calculation of Space to be Funded

The University, in cooperation with the Federated Universities, will conduct a triennial review of the space inventory of each of the Federated Universities. Space, measured in net assignable square metres, will be assigned to one of three broad categories:

- Space fully in service to the University of Toronto (e.g. faculty offices assigned to the Faculty of Arts and Science)
- Space fully in service to activities excluded from support under the Memorandum of Agreement (e.g. residences, food services,

faculty offices assigned to TST faculty)

- Space partially in service to the University of Toronto (e.g. libraries, student common rooms, College administrative activities, classrooms). Space in this category will be prorated by mutually-agreed formulas to determine the proportion to be funded under the Memorandum.

The net assignable square metres thus determined to be eligible for funding will be converted to net square metres by using the prevailing ratio of net space to net assignable space at each of the three Federated Universities.

2.2 Peer Buildings

In order to calculate the rate per net square metre to be paid to the Federated Universities for eligible space, the University will use the costs of four peer buildings, the choice of which attempts to reflect the diversity of age, use, and architectural attributes of the Federated University space in service to the University. The buildings are:

- 215 Huron St. (administrative activities and academic offices)
- Sidney Smith Hall (administrative activities, classrooms, and academic offices)
- University College (administrative activities, classrooms, and academic offices)
- Sigmund Samuel/Gersteins Building (information technology and library activities)

2.3 Maintenance and Custodial Costs

The budgetted costs of annual and periodic maintenance costs (including mechanical, electrical, and fabric maintenance) costs, stationary engineers, and custodial costs for these four buildings shall be expressed on a per net square metre basis and multiplied by the eligible net square metres to calculate the grant to the Federated Universities.

2.4 Utilities Costs

The actual cost of utilities (heat, electricity and water) for the group of peer buildings shall be expressed on a per net square metre basis and multiplied by the eligible net square metres to calculate the grant to the Federated Universities, on a slip-year basis.

2.5 Overhead for Administration, Security, and Grounds Maintenance

The grants determined in 2.3 and 2.4 above shall be augmented by an overhead percentage in recognition of the costs associated with administration of facilities maintenance; provision of campus security; and grounds maintenance. The percentage overhead shall be identical to the percentage cost for comparable activities provided by the University.

2.6 Participation in the University Space Inventory and Room Reservation Systems

The Federated Universities agree to participate fully in the use of the University's Space Inventory system and in the University's Room Reservation System. The Faculty of Arts and Science will have full access to directly reserve available classrooms in the Federated Universities, on the understanding that the Federated Universities themselves will have first priority for classroom reservations within their own space inventory.

2.7 Infrastructure Funding

From time to time the University will, as a deliberate and explicit matter of budget strategy, provide funding for investment in infrastructure. Should such funding be deployed in support of projects supporting University-wide initiatives such as computer networking, the Federated Universities shall be eligible to participate in and benefit from such projects on an equal basis with the Constituent Colleges. To the extent that such funds be used to fund individual projects on a competitive basis, the Federated Universities shall be permitted to submit projects for the competition on an equal basis with the Constituent Colleges.

3) Financial Management Costs

3.1 Senior Financial Officer

The University will provide funding to the Federated Universities for 85 per cent of the 1S salary and benefits cost in support of three senior financial officers. The funding will be distributed among the three Federated Universities as part of the administrative overhead pool described in section (9) below.

3.2 Accounting Assistant

In addition to the senior financial officers, the University will provide funding to the Federated Universities for 85 per cent of the Accountant 4 salary and benefits cost in support of three accounting assistants. The funding will be distributed among the three Federated Universities as part of the administrative overhead pool described in section (9) below.

3.3 Financial and Human Resources Information Systems

The University will not provide funding to the Federated Universities for the acquisition or operation of financial information systems or for human resources information systems. The Federated Universities may elect to use the University's information systems free of charge.

3.4 Advice on Human Resources Issues

The Federated Universities may elect to seek advice on matters of compensation or employment policy from the University's Human Resources Department. Such advice will be provided by the University in a timely manner, free of charge.

4) Registrarial Costs

4.1 Registrar

The University will provide funding to the Federated Universities for 95 per cent of the midpoint of the 1S salary and benefits cost in support of three registrars. The funding will be distributed among the three Federated Universities as part of the administrative overhead pool described in section (9) below.

4.2 Office of the Registrar

The University will reimburse each of the Federated Universities for registrarial costs on the basis of the budgetted cost of the Registrar's Office in the Constituent Colleges, expressed on a per-student basis. In the interest of clarity, student enrolment shall be expressed in terms of full-time equivalent students registered in each of the colleges.

4.3 Information Systems

Each of the Federated Universities agrees to participate fully in the use of the University's Student Record Systems.

5) Support for Academic Skills Development

The University will receive and review proposals to the Academic Priorities Fund from the Federated Universities and the Constituent Colleges for the delivery of new academic skills development programs. These programs can take the form of workshops, laboratories, or tutoring in areas such as:

- writing and language proficiency
- mathematical sciences and analytical proficiency
- computer and computing skills

Proposals to the Academic Priorities Fund from the Federated Universities will be accorded equivalent priority to similar proposals from the Constituent Colleges.

6) Support for University of Toronto Faculty Physically Housed in the Federated Universities

The University will provide funding to the Federated Universities in recognition of support services provided to faculty members of the Faculty of Arts and Science (and other Faculties as appropriate) who are housed in office space provided by the Federated Universities, provided that the faculty member occupies only one office in the University. Such services are defined as secretarial support, stationery and office supplies, photocopy, basic telephone services, and local area computing network support. The level of support will be based upon the average cost per FTE faculty member housed in the constituent colleges.

7) Academic Administration

7.1 Principal

The University shall support the actual salary and benefits costs of each of the Federated College principals, including the salary of a principal while on scheduled administrative leave.

7.2 Office Support

The University shall provide funding for 100 per cent of the Administrative Assistant 2 salary and benefits cost for three positions in support of the principal's office. The funding will be distributed among the three Federated Universities as part of the administrative overhead pool described in section (9) below.

8) Alumni Relations and Development

8.1 Information Systems

Each of the Federated Universities agrees to participate fully in the use of the University's Development Information System. The University will provide one-time-only funding for the startup costs, if any, of the Federated Universities' use of this system.

8.2 Development Officer

The University will reimburse each of the Federated Universities for 75 per cent of the 05B salary and benefits costs in support of a senior development officer.

8.3 Matching Programs

From time to time the University may implement matching programs to enhance its development efforts. The Federated Universities shall participate in such programs on an equal basis with the Constituent Colleges, provided that the funds raised and matched are deployed in support of the approved plans of the Faculty of Arts and Science, or in support of the approved plans of other faculties as appropriate.

9) Administrative Overhead

There will each year be a pool of administrative overhead costs consisting of the costs determined in sections 3.1, 3.2, 4.1, and 7.2. The pool once calculated will be distributed among the three Federated Universities as a percentage overhead on all the remaining grant components taken in aggregate.

10) Use of a Standard Benefit Cost Rate

To the extent that any of the grant formulas are sensitive to the cost of employer benefits, the University will use its standard benefit rate determined from time to time by the Chief Financial Officer as the basis for calculation. This benefit rate does not fluctuate at times when the University might elect to take a contribution holiday from any of its benefits plans.

11) Prepayment of Grant

The grant determined in accordance with these formulas will be paid in total to each of the Federated Colleges at the beginning of the University's fiscal year, and will be adjusted as necessary in the final month of the fiscal year in order to reflect the replacement of estimated values with actual values. Any adjustments will be applied to the grant payment at the beginning of the next fiscal year.

November 3, 1998

© 2007, *UToronto Web Services*
governing.council@utoronto.ca