



UNIVERSITY OF TORONTO

University of Toronto
Governing Council

A Proposal for Integrating OISE and FEUT within the University of Toronto

December 16, 1994

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A Proposal for Integrating OISE and FEUT within the University of Toronto

Agreement dated this day of December 16, 1994
between
The Ontario Institute for Studies in Education
and
The Governing Council of University of Toronto

The representatives of the University of Toronto and OISE agree subject to ratification by Governing Council and the Board of Governors respectively that OISE be integrated into the University of Toronto on the following terms:

1. OISE and FEUT, including the ICS Laboratory School and UTS, will be integrated effective July 1, 1996 into a new professional Faculty of Education under the Governing Council of the University of Toronto. (UTS and ICS would be integrated on the basis of their currently planned full cost-recovery operations).
2. The name of this new Faculty will be the Ontario Institute for Studies in Education of the University of Toronto (hereinafter OISE/UT). Enjoying full status as a major organizational unit of the University, OISE/UT will have all the rights and responsibilities pursuant to which individual University Faculties undertake to develop their academic initiatives and to allocate their budgetary and human resources.
3. The mandate of OISE found in Section 3 of the OISE Act will be continued in its current language. Both parties agree to petition the Government to enact legislation to achieve this result which will take effect on July 1, 1996.
4. The mission of OISE/UT will be as follows:
 - a. The Ontario Institute for Studies in Education of the University of Toronto (hereafter OISE/UT) will be established as a Faculty dedicated to national pre-eminence and international distinction in graduate studies, research and field development in education, and preservice and inservice teacher education, providing exemplary leadership within and outside the province, building on the reputations and accomplishments of the current OISE and FEUT, and consistent with OISE's current province-wide mandate and national and international reputation, and the University's current provincial, national and international role.
 - b. Each aspect of the mission should reinforce the others, and faculty members should be encouraged, so far as possible, to contribute to all aspects.
 - c. OISE/UT is committed to the study and pursuit of education in the context of broad social issues in which learning is necessarily a life-long activity. This vision emphasizes issues of equity and access, involves working partnerships with others in a collaborative effort to solve a wide array of problems, draws upon the insights of academic disciplines and a variety of professional perspectives, and aspires to the highest standards of scholarly and professional excellence.
 - d. In pursuit of its mission, OISE/UT may, subject to developing an academic and budget plan (see paragraphs 13 and 17 *infra*) undertake activities including: OCGS-approved graduate programs, internal centres for research in key areas, field centres, field services and community support, distance education to off-campus sites throughout the province, preservice and inservice teacher education, the work of UTS and ICS, relevant contractual partnerships with business and other agencies and francophone education in each of these areas.

5. All qualified faculty, staff and students will be afforded a reasonable opportunity to participate in preservice and inservice teaching, research and field development, and, subject to paragraph 7, graduate supervision and teaching.
6. OISE/UT will be headed by a Dean appointed in accordance with the University of Toronto's rules governing decanal appointments and reporting to the Provost. The Search for the Dean will be initiated immediately following the approval of this agreement by the respective parties. The appointment of the first Dean will be subject to approval by the OISE Board and will take effect on July 1, 1996. Prior to July 1, 1996 the Dean-designate may, on an *ex officio* basis, participate in planning for integration.
7. The Graduate Department of Education (which already includes faculty members from both OISE and FEUT) will continue within the School of Graduate Studies of the University of Toronto. As well, the existing criteria and processes governing membership in the faculty of the School of Graduate Studies will continue to apply to faculty members in the OISE/UT. Faculty members from OISE and FEUT who already have membership in the Graduate Department will maintain it. Those who do not and all new faculty appointments may be nominated for membership under the rules of general application.
8. The governing body of the OISE/UT will be a Faculty Council established in accordance with the University of Toronto Act and will have membership from faculty, staff, students and others. The structure and jurisdiction of the Faculty Council will be similar to the arrangements in place for other faculties at the University of Toronto.
9. OISE/UT will have an Advisory Board. The members of the Advisory Board will, except in the case of the initial Advisory Board, be appointed by the Governing Council on the advice of the President. The membership of the Advisory Board will include but not be limited to, representatives of: Ontario Teachers' Federations, Ontario School Trustee Organizations, Ontario Directors and Superintendents of Education, Presidents of CAAT's, Ministry of Education and Training, Ontario Association of Deans of Education, professional, business and labour communities, OISE alumni and the faculty, staff and students of OISE/UT. In addition the Dean will serve *ex-officio* on the Advisory Board. The appointments to the Advisory Board will respect the principles of diversity as stated by the Minister's memorandum on appointments to university governing boards. The Advisory Board's responsibilities will include: serving as trustees of OISE/UT's mission; providing advice to OISE/UT on realization of its mandate and mission; receiving reports from the Monitor referred to in paragraph 16 *infra*; reporting on matters within its authority and responsibilities; and otherwise advancing and advocating the interests of OISE/UT. Any report from the Advisory Board will be placed on the agenda of Governing Council (or its appropriate board or committee) if requested to do so by a majority of the Advisory Board. Members of the initial Advisory Board will be agreed upon by the University and OISE. A majority of the members will have an initial term of office of three years and no member shall have an initial term of more than three years.
10. Beginning in 1996-97, the financial resources available for the OISE/UT will be the sum of a) and b):
 - a) the funding available to OISE in 1995-96 from all sources, including:
 - i. actual tuition fee revenue
 - ii. reserve for equipment replacement, qualified only by the terms under which the reserve was established
 - iii. restricted funds, qualified only by the terms of the respective gifts, or bequests
 - iv. all direct revenue from research grants and contracts. Effective July 1, 1996, such revenue will be governed by policies and regulations of the University.
 - v. effective July 1, 1996, 55 per cent of all overhead revenue from research grants and contracts according to University policy
 - vi. the new base funding established and adjusted pursuant to 11(b)

- vii. a proportional allocation from the University's share of the differential tuition fee remission program, calculated annually and used in accordance with the terms of the program, which terms shall also be the basis of the proportional allocation
 - viii. an allocation equal to the amount that OISE received in 1995-96 from the designated grant program for research infrastructure. The amount will be indexed by the University to the value of the new base determined under 11(b). The indexation will be guaranteed by the University for the same period as the new base.
 - ix. an allocation equal to all grants received for francophone education, to be used in accordance with the terms of such grants
 - x. the transitional fund established under 11(d) less any repayments required under 11(e), to be used in accordance with the terms of the fund
 - xi. the New Transfer Grant established under 11(k), to be used in accordance with the terms of the grant
- b) the funding available to FEUT, including specifically:
- i. the Faculty of Education base budget, including UTS and ICS Laboratory School, as of May 1, 1996 *less* the average budget reductions -- base and "one-time-only deficit control" -- already assigned under the *Long-range Guidelines for Planning and Budgeting* and *Budget Report* for 1994-95, plus any negotiated increases in compensation. The UTS and ICS Laboratory School budgets will be those established under current plans for cost-recovery operation
 - ii. revenue from faculty-specific ancillary fees which the new faculty may set under University of Toronto policy
 - iii. all tuition and ancillary fee revenue and restricted fund revenue from UTS, and the ICS Laboratory School
 - iv. all direct revenue from research grants and contracts in accordance with policies and regulations governing the expenditure of such funds
 - v. 55 per cent of all overhead revenue from research grants and contracts according to University policy
 - vi. restricted funds which are currently committed to the Faculty of Education, qualified only by the terms of the respective gifts, or bequests
- c) The University of Toronto will guarantee and protect the component of the new faculty's budget previously attributable to FEUT, as established, for ten years from and including 1995-96 through 2004-2005 from any budget reductions -- base or one-time-only -- which would otherwise exceed the average reductions assigned to other colleges, faculties, and schools under the *Long-range Guidelines for Planning and Budgeting* or its comparable successor.
- d) On July 1, 1996 the University of Toronto will take responsibility -- managerial and financial, as well as expense and revenue -- for the operation, maintenance, capital improvement, leasing and rental of all space which the new faculty occupies, leases, or books, pending the outcome of discussions with the Government about ownership of the building and land at 252 Bloor Street West.
- e) The University's guarantee shall be conditional on OISE/UT's maintaining the current FEUT and OISE enrolments, expressed as an undifferentiated sum of BIUs. Within that sum, OISE/UT may set differential enrolment targets, provided that the tuition revenues generated by current FEUT enrolment, indexed to increases in the University's Tuition Fee Schedule, is maintained. If, without the prior approval of the Vice-President and Provost, OISE/UT fails to maintain its enrolment, any consequent loss of revenue to the University shall be a first claim against OISE/UT's budget in the following year.
- f) With the exception of the reserve for equipment replacement, the University shall assume the assets and liabilities of OISE.

11. The University and OISE will obtain the agreement of the Ministry of Education and Training to guarantee its components of the following:
- a) The initial base amount will be all amounts committed by the Ministry of Education and Training to OISE in 1995-96 pursuant to 11(h) from the basic grants envelope and the transition to new corridors envelope, plus an amount equal to one-half the current Transfer Grant of \$1,571,200.
 - b) A new base amount will be established which shall be 91.4 percent of the initial base amount defined in 11(a). The new base thus determined shall be guaranteed and fully funded by the Ministry of Education and Training for ten years from and including 1996-97, and, using 1995-96 as the base year, will vary only in direct proportion to changes -- increases or decreases -- in overall funding for general operating purposes for the Ontario university system or with changes in the value of the BIU as described in Schedule B. The new and unique BIU OISE/UT graduate program weights and their effective value which will result as an arithmetic corollary of establishing the new base shall be guaranteed for the same ten year period regardless of any and all changes that may occur in other BIU weights for other programs throughout the university system.
 - c) In addition to the new base determined pursuant to 11(b), the Ministry of Education and Training will guarantee an amount equal to 91.4 per cent of the amount which OISE receives in 1994-95 for francophone studies. The guarantee will apply after OISE/UT has applied for and received funds from any other Government of Ontario program which provides funding for francophone education, and for which OISE/UT is eligible. The purpose of the guarantee will be to compensate for any shortfalls between 91.4 per cent of the amount which OISE receives in 1994-95 for francophone studies and the amounts actually received from other Government programs. Nothing in this provision shall preclude OISE/UT from applying for and receiving amounts greater than the amount currently provided for francophone studies.
The guarantee will be provided as follows:
 - i. Amounts received by OISE/UT from other Government sources for francophone education will be deducted on a slip-year basis beginning in 1995-96.
 - ii. In each following year, the University will report separately and annually to document and account for the expenditure of any amounts needed to meet the guarantee.
 - iii. For each year in which a guarantee is provided, the Ministry and the University will agree jointly on the programs and services to be supported by funds provided for the guarantee.
 - iv. Any funds provided for the guarantee which are not expended for purposes agreed on under 11.c.iii will be deducted from future guarantees.
 - v. Nothing in the provision of the guarantee should be construed as designating the University of Toronto as a bilingual institution.
 - d) In addition to the new base determined and guaranteed pursuant to 11(b), a transitional fund will be created by the Ministry of Education and Training, and made available to the University of Toronto for OISE/UT through a series of Special Purpose Grants over the same period for which the new base is guaranteed by 11(b). The amount of the transitional fund shall be capped at but not less than an amount equal to the product of one half of the difference between the new base 11(b) and the previous base 11(a) times the number of years (ten) of the period guaranteed by 11(b). The transitional fund thus created shall be available in any year and, if necessary, in differential amounts. The differential amounts will in no year exceed 20 per cent of the total fund. Subject to the conditions of 11(e) and 11(f), the University may expend an amount greater than 15 per cent using its own funds

as a loan, the principal and interest of which will be repaid from the transitional fund in a subsequent year. The interest rate will be an amount equal to that which the University would have realized had it invested a sum equal to the loan for the same period of time, as indicated by the University's annual Budget Report which will be provided to the Ministry.

- e)
 - i. No allocations from the transitional fund shall be made for purposes other than those specified in 11(f) without the prior approval of the Ministry of Education and Training.
 - ii. The University shall submit two annual reports to the Ministry of Education and Training which account for the expenditure of the transitional fund:
 - To assure the Ministry that the planned allocations are for eligible purposes, the first report shall specify the expenses budgeted and planned to be made from the transitional fund. The first report shall be submitted for the Ministry's review and acceptance two months prior to the beginning of the University's budget year. The Ministry's acceptance shall not be unreasonably withheld, and shall be based on the reports consistency with the purposes specified in 11(f). The first report shall indicate how the expenses relate directly and demonstrably to the restructuring of programs, services, and facilities.
 - The second report shall contain actual expenditures as of year-end. Except for 1995-96, the second report shall be submitted two months after the close of the University's budget year.
 - iii. Eligible expenses (as specified in the first report) which have not been actually expended (as indicated by the second report) may be carried-forward automatically for two budget years, provided that they are accounted for in a subsequent year-end report. Unexpected amounts may not be carried forward for more than two budget years without the approval of the Ministry of Education and Training.
 - iv. Any actual expenditures made for purposes other than those specified shall be repaid by the University to the Ministry of Education and Training. Any such repayments may be made by deductions from future grants to the University for OISE/UT. Any transitional funds remaining at the end of the guaranteed period shall be returned to the Ministry of Education and Training.
- f) Eligible expenditures from the transitional fund shall include:
 - Human resources: early retirement, severance payments, bridging, retraining, relocation, redeployment
 - Informations systems and automation: integration and reorganization of information and communications systems, library automation
 - Space and facilities: alterations, renovations, reorganization of space and furnishing, buy-outs of sub-leases
 - Miscellaneous: consulting and professional fees, alignment with University policies (other than compensation policies), other expenses related directly and demonstrably to the restructuring of programs, services, and facilities.

Other expenditures may be allowed with the approval of the Ministry of Education and Training.
- g) Beginning with 1995-96, nothing in this agreement will prejudice OISE's and, after 1995-96, the University of Toronto's access to any designated funding envelopes not covered by the guarantee in 11(b), existing or new, including increases or decreases that arise from

changes in the sizes or distributive mechanisms of the envelopes. After 1995-96 the University's access to these funds which are not covered by the guarantee in 11(b) will be determined and calculated to include all factors, except institutional floors, previously attributable to OISE.

- h) Notwithstanding 11(b), for 1995-96 OISE will receive from the Ministry of Education and Training:
- the sum of all the grants that OISE would have otherwise received were this agreement not in place
 - an amount equal to one half of the current Transfer Grant of \$1,571,200 [This amount will be in addition to the New Transfer Grant specified in 11(k).]
 - an amount equal to the 1994-95 grant for francophone studies

These amounts will not be charged against the transitional fund established in 11(d).

- i) During 1995-96 OISE and the University jointly and by agreement may, subject to the reporting and eligibility requirements of 11(e) and 11(f), have access to an advance commitment of the transitional fund for the purpose of facilitating the integration process prior to July 1, 1996. The University and OISE may initially use their own funds against this commitment and recover them plus the cost of debt service as a first claim against the total transitional fund stated in 11(d). The cost of debt service shall be determined as specified in 11(d). The first report required by 11(e) may be submitted at anytime during 1995-96 and will be responded to by the Ministry within one month of its receipt.
- j) The Ministry of Education and Training's guarantee, pursuant to 11(b), shall be conditional on the University's maintaining an undifferentiated sum of eligible graduate and undergraduate BIUs not less than the 1995-96 level of eligible OISE enrolments, expressed as BIUs, as adjusted pursuant to 11(b), within the range of institutional discretion allowed by the current Operating Grant Distribution Manual. Nothing in this condition shall exempt the University of Toronto from any system-wide changes which the Ministry of Education and Training may mandate for undergraduate teacher education.
- k) The New Transfer Grant
- The Ministry of Education and Training will guarantee the New Transfer Grant for expenditure by OISE and subsequently OISE/UT for the years 1995-96 through 2004-2005. The amount of the New Transfer Grant in 1995-96 will be \$785,000. Over the subsequent nine years, the New Transfer Grant will be reduced in a linear fashion until it reaches \$78,500 in 2004-2005 at which time the grant will expire and may be reviewed and renewed. The University will report separately and annually to the Ministry of Education and Training about the expenditure of the New Transfer Grant. The Ministry and the University will consult and agree annually on the research objectives for expenditure of the New Transfer Grant on an annual basis except in 1995-96 where the consultation and agreement will be between the Ministry of Education and Training and OISE.
12. Nothing in this agreement will prejudice OISE's or subsequently the University of Toronto's access to funding for pay equity, municipal taxes, and facilities renewal. Such access will be on the basis of standard formulas where applicable or other terms which are the same as those applied to other universities system-wide. In calculating facilities renewal allocations after 1995-96, the Ministry of Education and Training will include in the University's allocation all of the factors, except an institutional floor, previously attributable to OISE.
13. The budget of OISE/UT including the transitional fund in 11(d) and the New Transfer Grant in 11(k) must meet all the direct costs of the Faculty, its programs, and its students. It must also provide for eliminating *any* deficit at OISE at June 30, 1996. The OISE/UT budget must also meet the transitional costs of integration. As in the case of all faculties at the University of Toronto, OISE/UT will be responsible for keeping its expenditures within the established budget. Following existing policy and practice, any overspending, as well as any repayments required

under 11(e), will become a first charge on the Faculty's next year's budget and any underspending may be carried forward by the Faculty for spending in the subsequent year. The budget for OISE/UT must be reviewed and recommended for approval by the Planning and Budget Committee and approved by the Academic Board of the Governing Council on the advice of the Provost. The University of Toronto on behalf of FEUT agrees to make best efforts to ensure that there will be no deficit as of May 1, 1996.

14. The budget of the OISE/UT will draw upon the pooled resources stated in 10.(a) and 10.(b). While the contributions to the base and transitional amounts of the pooled resources coming from FEUT and OISE are different, no implications shall be drawn from this difference with respect to where or how the efficiencies from integration will be identified and achieved. The budget for OISE/UT will be drawn up to achieve the fullest possible realization of the mandate and mission of OISE/UT consistent with the total available resources.
15. OISE/UT faculty will qualify as applicants for the University of Toronto's annual Connaught Fund programs. At present the Connaught Fund distributes approximately \$3.1 million annually in income from its endowment fund for research, fellowships and scholarships. In addition, FEUT and OISE scholarship and bursary funds will continue to be applied for the sole benefit of OISE/UT students.
16. A Monitor will be appointed to report annually during the ten year period from 1995-96 to 2005-2006 on the University's compliance with the financial provisions of this proposal for integration. The Monitor will report to the Advisory Board, Faculty Council, the Dean, the Governing Council (through the President), and the Ministry of Education and Training. The Monitor must be mutually agreed upon by the Governing Council, and the Advisory Board and, failing agreement, will be appointed by the President of the Canadian Institute of Chartered Accountants. For the term of the funding guarantees made by the Ministry of Education and Training under 11, the Ministry will provide to the University for the use of the Monitor a report specifying the payments made and the calculations on which they were based. The Ministry's report shall be provided within 90 days of the end of the Government's fiscal year. Any costs associated with the appointment of the Monitor will not be charged against the transitional fund.
17. Academic Integration

Immediately after ratification of this agreement, a Task Force, co-chaired by the Dean of FEUT and the Director of OISE, or their designates, and which includes equal representation from OISE and FEUT will be established: (a) to review the academic programs, research and field development activities of OISE and FEUT with a view toward establishing closer linkages between pre-service, in-service and graduate programs, research and field development; (b) to explore possible linkages between OISE and other Departments and Faculties of the University; and (c) to determine an appropriate departmental structure for OISE/UT; (d) to make recommendations on the appropriate constitution for the Faculty Council for OISE/UT. This Task Force may also consider revision of programs including strengthening existing programs, opening new programs involving faculty, staff and students from both institutions and reducing or closing current programs. In undertaking its work the Task Force will be guided by the OISE/UT mission as stated in paragraph 4 *supra*. In discharging its responsibilities, the Task Force will consult widely throughout OISE, FEUT and the University. These consultations will include, but will not be limited to, OISE and FEUT faculty, qualified staff and students. The report of the Task Force will be completed within six months of its establishment, and when approved by the Provost, the report will constitute a complete academic and budget plan for OISE/UT. As in the case of all other academic plans for Faculties, the academic and budget plan will include appropriate provisions and indicators for annual accountability and assessment of progress.
18. Administrative Integration

Immediately after ratification of this agreement a Task Force consisting of two management representatives from the University of Toronto/FEUT, and two management representatives from OISE will be established to develop a plan and an implementation schedule for integrating

administrative support services as appropriate. In discharging its responsibilities the Task Force will consult widely throughout OISE, FEUT and the University. These consultations will include, but not be limited to, a representative designated by each of the bargaining units and associations representing faculty and staff of OISE and FEUT. The report of the Task Force will be completed within six months of its establishment. The financial implications of this report will be reflected in the budget approved pursuant to paragraph 13 *supra* and in the academic and budget plan described in paragraph 17 *supra*.

19. Severance packages (which may be enhanced beyond those contained in existing OISE collective agreements and policies and the University of Toronto's policies for administrative staff in order to facilitate and accelerate integration) will be available to non-academic staff whose positions are eliminated as a direct result of the merger in cases where reasonable comparable employment and compensation is not offered elsewhere in OISE/UT or the University of Toronto. The acceptance of a severance package will be conditional upon waiving internal status and recall rights under any applicable collective agreement. The cost of such severance packages will be charged against the transitional fund described in paragraph 11(d) *supra*. Prior to July 1, 1996, no employee of FEUT or OISE will be provided a severance payment greater than that provided by policy or by the applicable collective agreement without prior consultation between OISE and FEUT.
20. In the event that any collective agreements and bargaining rights are terminated by agreement or by law after July 1, 1996, then:
 - a) persons previously represented by a trade union or association will receive the benefits of Schedule "A" attached hereto.
 - b) Except for positions in the University of Toronto which must be filled in accordance with the provisions of a collective agreement, any non-academic staff of OISE and FEUT who are not placed in OISE/UT will be considered for other positions within the University of Toronto based on the following factors:
 - i) length of service
 - ii) skill, competence, efficiency and ability to train for or adapt to changed duties

Where the qualifications in factor (ii) are relatively equal between two or more staff, length of service shall take precedence.

21. If the OISE Faculty Association's collective agreement and bargaining rights are terminated by agreement or by operation of law at any time prior to June 30, 1997, the University of Toronto will, subject to its retirement policy, grant tenure at the rank held at OISE at the University of Toronto to faculty members holding tenured appointments at OISE as of June 30, 1996 and all faculty members will be subject to the terms and conditions of the [Memorandum of Agreement between the University of Toronto and the University of Toronto Faculty Association](#). Faculty in the tenure stream on June 30, 1996 and faculty at present in the tenure stream whose appointments will lead to tenure consideration between the date of ratification and June 30, 1996, will be considered for tenured appointments pursuant to OISE's policy on tenure and the University of Toronto will grant tenure and rank to these individuals on the same basis as individuals holding tenure prior to July 1, 1996 so long as the OISE tenure decisions are taken in good faith and in accordance with the current policies and standards applicable at OISE. No accelerated tenure decisions shall be taken for individuals in the tenure stream prior to July 1, 1996 without the prior agreement of the Provost of the University of Toronto. Upon creation of OISE/UT, or as soon thereafter as possible, appointments, tenure and promotions will be made in accordance with the University's policies and procedures for academic appointments and promotions. Notwithstanding the above, the employment contracts of the nine current OISE faculty who are on extended employment beyond the normal age of retirement and whose contracts do not extend beyond June 30, 1997 will be honoured.
22. Where employees are represented by unions, and where collective agreements applicable to such employees and the unions' bargaining rights are terminated by agreement or by operation of law at any time prior to June 30, 1997, the University of Toronto policies and procedures will apply and

OISE employees will be credited with University of Toronto service equivalent to their OISE service as of July 1, 1996 for purposes of all University of Toronto policies, agreements and benefits (except pensions).

23. OISE and the University of Toronto agree, subject to the restrictions of the Freedom of Information Act, to make full disclosure to each other of all relevant information about employees.
24. In light of the University's agreement to assume the assets and liabilities of OISE as a result of integration, OISE agrees to make full disclosure to the University of any information requested including but not limited to the following: liabilities, claims, potential claims under any statute or contract, indebtedness, properties and encumbrances, contracts, leases, inventories, receivables and payables, equipment, ancillaries, insurance and financial statements and forecasts. The University of Toronto agrees to provide OISE with relevant information related to FEUT at their request.
25. Both OISE and the University of Toronto agree that between the date of reaching this agreement and June 30, 1996, they will each act in a manner fair to the other's interests and will consult in advance with the other prior to taking any decisions that could have a significant adverse effect on the other or result in a material change to OISE or FEUT. With the exception of paragraph 26 *infra* OISE will not enter significant new agreements that will bind OISE/UT without the prior consent of the University.
26. Between the date of this agreement and July 1, 1996 both OISE and FEUT agree that in pursuit of their shared interest in not creating additional redundancies they will not hire new regular/continuing non-faculty employees without prior consultation of the Director with the Dean or vice versa. OISE and FEUT further agree that between the date of this agreement and July 1, 1996, not to appoint any new faculty members without the prior consent of the other except in the case of positions already advertised publicly as of the date of this agreement.
27. It is agreed that a Facilitator will be appointed to assist the parties in the resolution of disputes which may arise between the date of ratification and June 30, 1996. It is understood that the fees of the Facilitator will be borne by the transitional fund. It is further agreed that in the event OISE and the University are unable to agree on the Facilitator, the Facilitator will be appointed by Dr. John O. Stubbs after consultation.
28. Integration of OISE within the University of Toronto and the establishment of OISE/UT shall take effect on July 1, 1996 and until such time OISE and its Board of Governors shall continue in all respects.
29. This agreement is subject to:
 - a) the approval by the Governing Council of the University of Toronto and the Board of Governors of OISE. OISE and the University agree to place this agreement before their respective governing bodies as soon as practicable for approval;
 - b) the approval of the Minister of Education and Training confirming the Ministry's agreement to make the commitments required by this agreement. The Minister, by approving this agreement, agrees to use his best efforts to have the Management Board Secretariat on behalf of Her Majesty the Queen in Right of Ontario agree to the conveyance referred to in (c) below;
 - c) the agreement of the Board of Governors of OISE and the Management Board Secretariat representing Her Majesty the Queen in Right of Ontario:
 - i) to convey to the Governing Council of the University of Toronto all their respective right, title, and interest, free of encumbrances, in all the buildings and lands known as 252 Bloor Street West and registered as Plan No. R-4882 recorded in the Land Registry Office for the Land Titles Division of Metropolitan Toronto, and

- ii) that nothing in this agreement will prejudice OISE's and subsequently the University of Toronto's access to funding to which OISE currently has access for lease payments, lease maintenance (including escalation), and currency fluctuation.

Dated at Toronto this 16th day of December, 1994.

for the Governing Council
of the University of Toronto

(signed) F.A. Comper
(signed) J. Robert S. Prichard

for the Ontario Institute for Studies in
Education

(signed) J. Knox
(signed) Angela Hildyard

The agreement of the Governing Council is subject to the satisfactory resolution of matters related to the Province of Ontario's support for the maintenance of the 252 Bloor Street West building.

The Minister of Education and Training for the Province of Ontario hereby agrees to make the commitments required of the Ministry under this agreement

(signed)
David Cooke

Schedule "A"

For all non-union employees and, in the event any collective agreement and bargaining rights are terminated by agreement or by law at any time prior to June 30, 1997, the following shall apply:

- A) The salary of OISE staff shall be red circled provided the employee remains in a comparable position at OISE/UT or elsewhere in the University as he/she occupied at OISE. Salary shall be red circled until the University of Toronto salary range equals or exceeds the red circled salary.
- B) Salaries of OISE faculty and librarians shall not be reduced at the date of merger or when the collective agreement ceases to apply, whichever is later.
- C) Unused credit towards study leave earned by faculty members while at OISE shall be applied towards their research leave application eligibility. Such leave to be granted in accordance with the University of Toronto policy.
- D) The University of Toronto agrees that in the event of any change to the pension plan provisions affecting future benefits, it will give proper notice to employees in accordance with the Pension Benefits Act of Ontario. Further, prior to implementation, the University and its actuaries will consult with and inform affected employee groups. The University of Toronto actuaries will meet with OISE actuaries upon request to discuss pension matters.
- E) Employees covered by Schedule "A" shall have access to University grievance procedures in the event of alleged non-compliance with parts A, B, and C of Schedule "A".

Schedule "B"

Operating Grant Reduction Arising from the Integration Agreement

	Base Grants	Corridor Transition	Total
Preliminary Grants 1994-95—OCUA Calculation			
BIUs	4,513.73	431.50	4,945.23
BIU Value	\$5,353.48	\$4,930.16	\$5,316.54
Basic Operating Income	24,164,163.28	2,127,364.04	26,291,527.32
Formula Fee Deduction	2,946,994.31	215,433.32	3,162,427.63
Net Operating Grants	21,217,168.97	1,911,930.72	23,129,099.69
Grants Discounted by 8.6%			
BIUs	4,513.73	431.50	4,945.23
BIU Value	\$4,893.08	\$4,506.17	\$4,859.32
Basic Operating Income	22,086,045.24	1,944,410.73	24,030,455.97
Formula Fee Deduction	2,693,552.80	196,906.05	2,890,458.85
Net Operating Grants	19,392,492.44	1,747,504.68	21,139,997.12
Grant Reduction	1,824,676.53	164,426.04	1,989,102.57

Note 1: Annual indexation to the OISE/UT BIU value will be equal to the change in the system final Base BOI/BIU, and to the change in the system final Transition BIO/BIU, as calculated annually by the MET.

Note 2: Annual indexation to the OISE/UT Formula Fee Deduction will be equal to the system level change in Formula Fee rates as calculated annually by the MET.

Note 3: The actual year to be used as the basis of the initial calculation will be the 1995-96 final grant as calculated by MET.

Note 4: If the current operating grant formula changes in a way that makes this indexation method inoperable, the University and Ministry agree to devise a new method which will produce an equivalent result.

The obligation to convey the respective right, title and interest, free of encumbrances and land under section 29.c.i., may be met by a ground lease for \$1 per year for 99 years renewable at the University's option for a further 99 years on the same terms.

(signed)
J. Robert S. Prichard
President, University of Toronto

(signed)
David Cooke
Minister of Education and Training

December 16, 1994