

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

between

THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO
("University of Toronto")
of the first part

and

THE COLLEGIUM OF THE UNIVERSITY OF ST. MICHAEL'S COLLEGE
("University of St. Michael's College")
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 the University of St. Michael's College.
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 of Toronto.
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 Roles of the Federated and Constituent Colleges supersede the 1998 Memorandum of Agreement referred to in 2 above with regards to the University of St. Michael's College.

1. The Basis of Federation

1.1. The University of St. Michael's College entered into federation with the University of Toronto in 1910. The University of St. Michael's College is governed by its own Act, granting it the powers of an independent university in the Province of Ontario. By the articles of federation, the University of St. Michael's College has suspended its power of conferring degrees except in theology (The University of Toronto Act 1971 amended 1978, article 11.1). This is reflected in the University of St. Michael's College Act, 2005).

1.2. With respect to degrees in theology, the University of Toronto has entered into an agreement with the University of St. Michael's College 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, the University of St. Michael's College, and all the member institutions of the Toronto School of Theology.

2. The Purpose of Federation

- 2.1 In coming together in federation, the University of St. Michael's College and the University of Toronto share common elements of their academic missions for their students. The University of St. Michael's College and the University of Toronto bring their resources to academic programs and collegial life in a collaborative enterprise, whereby
- a. the students of the University of St. Michael's College, and other University of Toronto students associated with the programs or collegial life of the University of St. Michael's College, have a distinct educational experience in such areas as academic courses and programs, student advising and academic services, and, for University of St. Michael's College students, student life services and facilities, residence, and financial support;
 - b. faculty members associated with the University of St. Michael's College enjoy the benefits of collegial life;
 - c. the resources for the academic enterprise of the University of Toronto and the University of St. Michael's College are enlarged;
 - d. the alumni relations and support for the University of St. Michael's College and the University of Toronto are strengthened.
 - e. the University of St. Michael's College 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 the University of St. Michael's College is premised upon the powers and authority of the University of St. Michael's College which operates under its own statutory authority (the University of St. Michael's College Act, 2005) and the powers and authority of the University of Toronto which operates under the University of Toronto Act. During the period of federation, the University of St. Michael's College 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 the University of St. Michael's College with the University of Toronto, the University of St. Michael's College 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 the University of St. Michael's College. Some forms of co-operation are a consequence of the suspension of the degree-granting authority of the University of St. Michael's College 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, the University of St. Michael's College 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, the University of St. Michael's College 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 the University of St. Michael's College 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 The University of St. Michael's College will establish and administer its scholarships and bursaries in accordance with its own policies. In establishing these policies, the University of St. Michael's College will be cognizant of University of Toronto policies with respect to scholarships and bursaries. The University of Toronto will encourage University of Toronto divisions to enter into arrangements with the University of St. Michael's College to enhance awards.
- 4.4 The University of St. Michael's College has adopted the University of Toronto Sexual Harassment Policy, the Code of Behaviour on Academic Matters, and the

Code of Student Conduct. The University of St. Michael's College shall notify the University of Toronto whenever it invokes the Code of Behaviour on Academic Matters or the Code of Student Conduct or regarding a University of Toronto student. In establishing its residence code and other student-related policies, the University of St. Michael's College will be cognizant of University of Toronto 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 The University of St. Michael's College 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 the University of St. Michael's College to collect fees from its students under its own policies and procedures. The University of St. Michael's College 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 The University of St. Michael's College 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 the University of St. Michael's College may be offered in the first instance to the students of the University of St. Michael's College. 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 St. Michael's College.
- 4.7 The University of St. Michael's College 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 The University of St. Michael's College and the University of Toronto shall co-ordinate their fundraising activities through collaboratively established procedures.
- 4.9 For all faculty hired by the University of St. Michael's College who teach in University of Toronto programs, the University of St. Michael's College 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 the University of St. Michael's College. This process applies only to University of St. Michael's College faculty members who are employed by that institution with funds from that institution.
- 4.10 The University of St. Michael's College agrees to include the Vice-President and Provost of the University of Toronto (or delegate) in the search process for the position of Principal. The University of St. Michael's College 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 St. Michael's College will be reported to the Academic Board. The University of Toronto and the University of St. Michael's College 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 the University of St. Michael's College depends upon a committed fellowship that can relate to the students of the University of St. Michael's College as well as participate in the administrative work of the College. The University of St. Michael's College 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. The University of St. Michael's College 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, the University of St. Michael's College 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 the University of St. Michael's College 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 the University of St. Michael's College owns and manages its properties independently, and is accountable to its Board for its space and physical facilities. The University of Toronto and the University of St. Michael's College will enter into an Operating Agreement for the use of space and facilities, including classrooms, offices, student and related space.
- 4.14 In fulfilling the purpose of federation, the University of St. Michael's College and the University of Toronto commit to providing the following services to University of Toronto students registered at the University of St. Michael's College.
- 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 the University of St. Michael's College 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 the University of St. Michael's College agree to negotiate an Operating 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 an Operating Agreement 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 The University of St. Michael's College 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 the University of St. Michael's College 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 the University of St. Michael's College 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

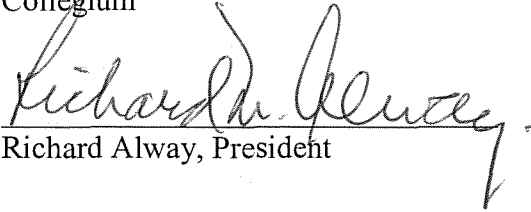
- 5.1 In public communications including letterhead, electronic and print materials, the University of St. Michael's College will acknowledge its federated relationship with the University of Toronto. For its part, the University of Toronto commits to recognizing the distinctive federated identity of the University of St. Michael's College in its public communications and materials, especially about the college system at the University of Toronto. The University of St. Michael's College 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 the University of St. Michael's College 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 the University of St. Michael's College 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.

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

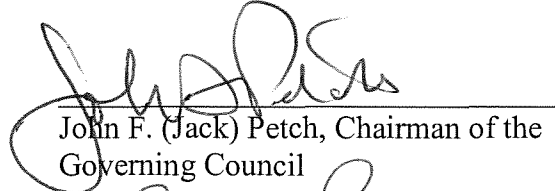


Frank Morneau, Chairman of the Collegium

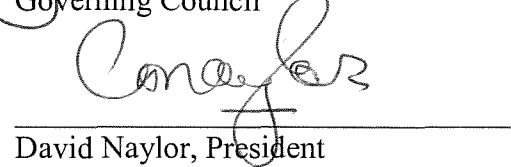


Richard Alway, President

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



John F. (Jack) Petch, Chairman of the Governing Council



David Naylor, President

Date: June 27, 2008

Funding for the Federated Universities

This Operating Agreement made in duplicate

between

THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO
("University of Toronto")

and

THE COLLEGIUM OF THE UNIVERSITY OF ST. MICHAEL'S COLLEGE
("University of St. Michael's College")

Further to the Federation Framework Agreement 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 of Toronto and the University of St. Michael's College, will conduct a triennial review of the space inventory of the University of St. Michael's College. 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 Toronto School of Theology 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.

In order to calculate the rate per net square metre to be paid to the University of St. Michael's College 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 University of St. Michael's College space in service to the University of Toronto. 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 of Toronto will continue to flow any special grants for deferred maintenance to the University of St. Michael's College in proportion to their total space as determined in the triennial reviews.

Library

Acquisitions

An amount of \$463,173 will be available for library acquisitions. This will increase annually in proportion to the University of Toronto increase in its library acquisition budget.

Operations

An amount of \$598,673 will be available for library operations. This will increase annually by the escalator defined below.

Student Life and Registrarial Services

An amount of \$927,392 will be available for student life and registrarial services. This is based on a per-student value of \$235, 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 \$140,650 will be available for academic support for University of Toronto faculty residing in the University of St. Michael's College. This is based on a per-faculty value of \$2,500, which will increase annually by the escalator defined below.

Administrative Services

An amount of \$391,936 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 of Toronto budgeted costs for peer buildings.

In-Kind Supports

The University of Toronto agrees to continue to provide support to University of St. Michael's College 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 the University of St. Michael's College at the beginning of the University of Toronto 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

University of St. Michael's College may deploy the total block grant across the array of support services without reference to the manner in which the grant has been calculated.

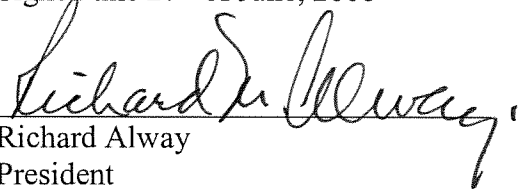
The parties agree to develop an accountability framework for annual reporting by the University of St. Michael's College on services delivered pursuant to this agreement.

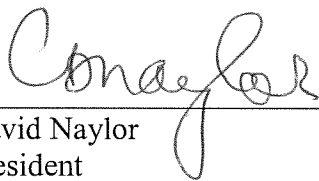
Special Funds

Additional allocations made to University of St. Michael's College from specific University of Toronto or external funds shall be deployed in support of the specific limited purposes for which they were provided.

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

Signed this 27th of June, 2008


Richard Alway
President
University of St. Michael's Collge


David Naylor
President
University of Toronto

Appendix 1

In-Kind Supports for the University of St. Michael's College

1. Library Information Technology Support

The University of Toronto, through the Information Commons will provide a full range of support to the information technology requirements of the University of St. Michael's College library. The University of Toronto 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 University of St. Michael's College library for purposes of funding.

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

The University of St. Michael's College agrees to participate fully in the use of the University of Toronto Space Inventory system and in the University of Toronto Room Reservation System. The Faculty of Arts and Science will have full access to directly reserve available classrooms in the University of St. Michael's College, on the understanding that the University of St. Michael's College itself will have first priority for classroom reservations within its own space inventory.

3. Infrastructure Funding

From time to time the University of Toronto 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 of Toronto-wide initiatives such as computer networking, St. Michael's College in the University of St. Michael's College 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, St. Michael's College 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 of Toronto will not provide funding to the University of St. Michael's College for the acquisition or operation of financial information systems or for human resources information systems. The University of St. Michael's College may elect to use the University of Toronto information systems free of charge.

5. Advice on Human Resources Issues

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

6. Student Information System

The University of St. Michael's College agrees to participate fully in the use of the University of Toronto Student Record Systems.

7. Principal

The University of Toronto shall support the actual salary and benefits costs of the St. Michael's College (Arts & Science) College principal, including the salary of the principal while on scheduled administrative leave.

8. Development Information System

The University of St. Michael's College agrees to participate fully in the use of the University of Toronto Development Information System.

Appendix 2 Excluded Activities

The following activities are excluded from the financial arrangements. No funding will be transferred to the University of St. Michael's College in support of these activities.

1. Costs directly associated with the autonomous nature of the University of St. Michael's College, such as but not limited to:

- the office of the president of the University of St. Michael's College
- costs associated with the board and senate of the University of St. Michael's College
- 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 the University of St. Michael's College and to the University of Toronto to engage legal counsel, the University of Toronto will consider proposals from the University of St. Michael's College 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 of Toronto, 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