

MEMORANDUM OF UNDERSTANDING

(Date)

The School of Religious Studies

1. The Faculty of Religious Studies (the “FRS”) shall become the School of Religious Studies in the Faculty of Arts (the “School”). The School shall be the successor unit of the Faculty of Divinity as established in 1948 and shall exercise in continuity the prior rights, obligations and functions of the Faculty of Religious Studies. It shall be the primary academic unit for teaching and research in the field of religious studies, including religions and theology as fields of scholarly interest.

2. The School of Religious Studies in the Faculty of Arts shall continue the functions of the Faculty of Religious Studies as the University’s primary academic instrument for maintaining and fulfilling its on-going relations with the Montreal Diocesan Theological College, the Presbyterian College, the United Theological College and Montreal School of Theology (the “MST”). Those relations continue to be defined in the “1948 Agreement” as modified and supplemented from time to time by mutual agreement, notably, but not exclusively, the “Trigger Report” (approved, Board of Governors, 14 June 1999 [ED98-121]) (the “Agreements”).

The B.Th. Programme and Masters Programmes

3. The University shall make reasonable efforts to maintain and enhance teaching and research in the field of religious studies. MST and the University shall work together on the B.Th. programme, which shall continue to be granted under that name, so that:

- (a) It can reflect changes in contemporary theological education in a pluralistic society;
- (b) It can provide and enhance theological education in the global context for the Colleges; and
- (c) Options could be developed within the B.Th. programme to support ministerial education, as well as cooperative programmes with other University disciplines, such as management and leadership, pastoral care in health services, education, law, and social work.

4. The Bachelor of Theology (B.Th.) programme, including curriculum and admissions decisions, shall be administered and governed by the School, under the guidance of the B.Th. Committee.

5. Subject to section 6, courses that are required for MST's degree programmes shall not be discontinued only as a result of a small number of enrolled students. There shall be a sufficient number of required and complementary courses to allow students to complete the requirements of the M. Div. years 1 and 2 through the 60 credits B.Th. Programme, normally within two years, in a logical sequence.

6. Essential biblical languages courses (Koine Greek and Hebrew) will be offered with sufficient frequency to permit degree completion in the normally allotted time, and to be available as credits to meet the requirements of the Colleges affiliated with MST for the M. Div. Program.

- Given the low enrolment in the language courses currently offered by the FRS, such language courses may have to be taken in other departments.
- At the end of the transition period described below, students may have to take those language courses in other universities in Montreal as arranged by the University and acceptable to MST provided that such courses may be credited towards both the 60 and 90 credit the B.Th. Programs.

7. The School shall continue to offer the S.T.M. degree under that name so that students taking the B.Th. as a first degree will have access to a suitable accredited graduate degree.

Commitments underlying this Agreement

8. This agreement is based on the following financial and academic commitments of the University:

- The current accumulated deficit of the FRS will be absorbed by the University, but no further operating deficits will be permitted;
- Any endowment and other donor assets currently held on behalf of the FRS will be held for the School;
- Subject to section 9, the School will have access to approximately \$500,000 that could, at the discretion of the Director of the School, be endowed, spent down, or both;
- The complement number of academic, tenured/tenure track positions in the School shall be raised to 16.5, inclusive of the Director of the School if such individual is a new hire and the incumbent of the CRC mentioned below, and inclusive also of
 - A replacement position in the field of Japanese Religions;
 - Two (2) junior joint appointments with primary appointment in the SRS;

- The University will support an application for a Tier 1 Canada Research Chair to be held in the School;
- On the date of implementation, there shall be no change as a result of the transition to any of the teaching programs or in the way in which they are managed;
- Over time, and subject to section 22, the approval of teaching programs will be harmonized with the practices of the Faculty of Arts (approval of curriculum committee and council of the Faculty of Arts, APC and Senate, etc.), except as otherwise provided in this proposal.

Transition

9. There will be transition period of approximately three (3) years, during which the School will engage in a collegial process to decide the best use of the additional funding and on the two junior appointments mentioned above, to prepare the CRC nomination and recruit an appropriate scholar, and to recruit for position in Japanese religions.

- The early transition period will also serve to appoint a Director to the School, in accordance with Section 11.
- After the transition period and having achieved the goal of 16.5 tenure-track positions, the School will be subject to the then existing rules and procedures regarding tenure-track complements as a unit within the Faculty of Arts.

Administration and Governance

10. The School shall be administered by a Director, who will also be advised as appropriate by the School Council.

- The Director shall be generally responsible to the Dean of the Faculty of Arts.
- Under the direction and supervision of the Dean, the Director shall prepare and manage the budget for the School.
- Within the terms of that budget, the Director shall determine course offerings, class sizes, teaching loads and teaching support in relation to RELG and CATH courses.

11. The Dean of the Faculty of Arts shall, after consultation with a committee broadly representative of the membership of the School, including representation from and the written recommendation of the MST (to be made within 10 days of request by the Dean of Arts, at the latest), and including, if desired, representatives from outside of the School, make recommendations to the Provost for the appointment or reappointment of a Director of the School.

- Prior to recommending the re-appointment of a Director who has served in that office for five years, the Dean shall again consult with a committee broadly representative of the membership of the

School, including representation from the MST and the same written recommendation process, and including, if desired, representatives from outside of the School.

12. McGill recognises that while the entity will become a School of the Faculty of Arts, its status within the Faculty of Arts will of necessity be a special one, as and in the measure described in this proposal, in particular in relation to:

- its unique programmes (B.Th. and S.T.M.);
- the common interest of the University, M.S.T. and the Colleges have in these programmes;
- accreditation;
- MST's representation on the School Council and the B.Th. Committee;
- the existence of an external advisory board, as described in section 16.

13. The School shall be housed at the Birks Building which, along with the Birks Heritage Chapel was designed and built and later (under the "1948 Agreement") transferred to the University in order to further the objects of theological and interfaith education and research and to house the principal activities of the predecessor of the School.

- The Director of the School shall therefore, like the Deans of the FRS were, be ex-officio Building Director of the Birks Building.
- The functions and needs of the School shall continue to be given priority in the allocation of space within the Birks Building. In particular, the Birks Heritage Chapel, its uses and booking of times, shall remain under the strict oversight of the School Council.
- It is understood that, except in respect of the Birks Heritage Chapel which shall remain under the rule mentioned above, Birks Building space may be allocated to other purposes of the University as long as the School's purposes are given priority.

14. The library located in the Birks building will continue to be a reading room.

15. Subject to the provisions of section 29, a School of Religious Studies Council shall replace the FRS Faculty Council and be composed and governed by the "Faculty Council Regulations" of the FRS (approved by Senate, May 3, 2006, document D05-72) as amended from time to time, as a result of a collegial process. The School Council shall meet at least four times per year.

16. The current Faculty Advisory Board to the FRS, composed of individuals who are not in the employment of the University, the MST or the Colleges shall become an external advisory board of the School (exact designation to be determined). Its mandate and composition may evolve over time as a result of a collegial process including members of such board,

17. Members of the FRS serving as such on University bodies (especially the elected Senate representative) shall complete their terms as initially appointed unless they decline to do so.

18. Members of the School shall have the same rights as other members of the Faculty of Arts to serve on various Faculty and University bodies, boards and committees.

19. On the date of the implementation, tenure-track, tenured, and contract academic appointments in the FRS shall become appointments in the Faculty of Arts with continuity of benefits, years of service (e.g., for pension rights, reappointment, tenure, promotion, and/or sabbatical consideration), as from the date of appointment to the FRS.

20. For the 2015-2016 academic year, the Departmental Tenure Committee (DTC) shall be as established by the FRS and the University Tenure Committee (UTC) as established by the FRS, the Provost and by the Secretariat.

- From the date of implementation of the move, the Departmental Tenure Committee (DTC) shall continue as the DTC for the School of Religious Studies within the Faculty of Arts.
- The University Tenure Committee (UTC) shall continue as a UTC within the Faculty of Arts.
- In subsequent years, all processes related to the reappointment, tenure and promotion of ranked academic staff in the School of Religious Studies shall be governed by the relevant University regulations and conducted in accordance with the relevant procedures of the Faculty of Arts.

21. As long as the Agreements are in force, search committees making recommendations to the Dean of Arts for new appointments in the fields of New Testament, Old Testament, History of the Christian Church, and Theology shall continue to consist of members nominated according to current practices in the FRS.

22. At the date of implementation, all BA Major and Minor Concentrations and Honours and Joint Honours programmes currently administered in conjunction between the FRS and the Faculty of Arts shall become departmental programmes of the School within the Faculty of Arts.

23. MST agrees that the BA programmes in Catholic Studies may become departmental programmes of the School within the Faculty of Arts, while maintaining and potentially reinforcing their interdisciplinary character.

24. All funds held by the University in support of functions of the FRS (including all endowments) shall be held for the functions of the School.

- All endowment funds administered by the Dean of FRS shall be administered by the Director of the School.
- All endowed funds shall be administered in full respect of the conditions of the donations. In particular, the role of the Principal of the United Theological College in the choice of Gordon Scholarships awardees shall continue in accordance with the current practice.

25. The School shall have the right, continuous with the right of the FRS and in cooperation with University Advancement and the Dean of the Faculty of Arts, to seek and accept new endowments and gifts in support of its functions and priorities.

26. The Director of the School will present a stewardship report annually to the MST on the endowed portion (and any unendowed portion) of the 1948 Funds. The endowed portion shall remain endowed unless otherwise agreed by the University and MST.

27. On the date of implementation, the governance and bylaws of The Centre for Research on Religion (CREOR) shall remain in force, except that the lead Faculty shall be the Faculty of Arts, the Dean of Arts or delegate shall be the Chair of the Advisory or Management Board, and the Director of the SRS shall be ex-officio a member of the Advisory body.

28. The current practice of MST faculty being invited to teach in the FRS at the discretion of the Dean shall be continued in the School, at the discretion of the Director.

29. As long as the 1948 Agreement is in force, the mechanisms now in place for representation of MST and FRS on each other's governance bodies shall be continued between MST and the School.

- The three Principals of the Colleges shall each have voice and vote on the School Council (replacing the FRS Faculty Council) and on the B.Th. Programme Committee and B.Th. Admissions and Awards Committee, each in the same proportion as currently, and shall continue to have Advisors' access to student records and admission records relating to the B.Th. and STM programmes.

30. Students jointly registered in the Colleges in all forms of ministry and at the University will continue to have the privilege of University tuition fee waivers, which shall also apply to language courses in other universities pursuant to Section 6.

31. The University shall undertake to retain accreditation with the Association of Theological Schools.

32. The University will endeavour to meet upon reasonable request and in any event at least once a year with the Principals of the Colleges and representatives of MST to discuss matters of common interest.

- For the purpose of such meetings, McGill University shall be represented by the Dean of Arts accompanied as appropriate by the Director of the School.

- The Provost shall also be available to meet with MST and the Principals of the Colleges, upon reasonable request and normally once a year.

33. The changes described in the present proposal as aspects of the transformation of the FRS into the School, shall take place at the date of implementation, it being acknowledged that some measures regarding the teaching complement will require a longer period of implementation, but shall be put in place in an ordered manner over time and that the University will use its best efforts so that they will be completed on or before the end of the transition period (end date to be determined on the basis of the implementation date).

Final Provisions

34. The Parties shall also work collegially towards the continued development of the B.Th. program, and in particular its marketing, so as to build its appeal to a broader community of students, without materially adding to their respective financial commitments.

35. Except as it amends the Agreements, the MOU shall not be read in contradiction of the contractual and historic relations between the University and the Theological Colleges of the Montreal School of Theology.

36. Acknowledging that the provisions of the Agreements are amended in accordance with Appendix "A", the parties reaffirm all provisions of the Agreements not directly amended by this MOU.

37. Any dispute concerning the interpretation or implementation of this MOU shall be resolved through binding arbitration pursuant to articles 940 to 947.4 of the Code of Civil Procedure of Quebec in front of a single arbitrator chosen by consent by the Parties. Before submitting a matter to arbitration a Party shall provide the other Parties with a written notice of dispute, stating the facts, its view of the correct application of the this MOU to the facts, and of the resolution to the dispute that it proposes. The Parties shall then engage in negotiations aimed at resolving the dispute without resorting to arbitration. In the event that no such resolution is achieved within 90 days of the written notice of dispute (or such longer delay agreed to in writing by authorized representatives of the Parties), either Party may refer the matter to arbitration as described above. The arbitration costs shall be shared equally by the Parties, and each party shall pay for its own costs incurred for the purposes of the arbitration such as fees of legal counsel, witnesses, experts, reproduction of documentary evidence, etc.

38. Unless otherwise agreed between the parties, the date of implementation shall be May 1, 2016. The term of this MOU shall be 25 years and shall expire on April 30, 2040 or, if later, twenty-five years after the date of implementation. All students who are in programs at the expiry of the term shall be allowed to continue in their programmes until completion, in accordance with the rules then in force at the Faculty of Arts concerning time to completion of degree. Upon expiry and the completion of the degree years of the last complement of such students, the Birks Building and the 1948 endowment and funds (as they then are) shall revert to MST and other equitable adjustments shall be made between the parties.

39. The Parties agree to engage into discussions with a view to renegotiate the Agreements to arrive at a renewed understanding adapted to current realities as soon as possible, but in any case, during the first 5 years of the term of this agreement. To that end the University shall propose to MST and the Colleges a robust collaborative process for discussion and consultations on the proposed amendments which, once approved by MST and the College shall serve as the basis for exchanges between the Parties.

40. This MOU shall be subject to the approval of the board of governors of McGill University and the boards of MST and of the Colleges. Once approved and executed by all Parties, it shall constitute a binding Agreement.