

## LETTER OF UNDERSTANDING

### INDIGENOUS EDUCATION

This Letter of Understanding forms part of the 2022-2026 Faculty Collective Agreement for the life of the Collective Agreement.

**WHEREAS** the Parties hereby acknowledge that Indigenous Education shall be included as a Non-Traditional Unit under the Letter of Understanding – Non-Traditional Units in the 2022-2026 Faculty Collective Agreement;

**AND WHEREAS** the Parties endorse the following fundamental principles for Indigenous Education as set out in the Faculty of Education Strategic Plan 2022-2028: “We affirm and honour the university’s strategic commitments and responsibilities to Indigenous communities and learners. Guided by institutional, national, and international Indigenous policy agendas that recognize Indigenous rights, we prioritize, foster, and promote Indigenous educational sovereignty, Indigenous ways of knowing and learning, and transformative decolonial pedagogies in our teaching and learning activities. Our principles and initiatives develop and strengthen partnerships in Indigenous Research, and community engagement as well as teaching and service across learners with a particular focus on Indigenous learners.”;

**AND WHEREAS** the Parties endorse the following commitments in the Faculty of Education Strategic Plan 2022-2028: recognize and affirm that Indigenous Education is *sui generis* (a thing of its own kind) and requires pathways that may not be consistent with existing organizational structures and administrative approaches; increase Indigenous faculty, students, and staff members across all areas; partner with local Indigenous communities to support language revitalization and build on the Master of Professional Education program in the Field of Indigenous Education; support Indigenous scholars, research models and learning, including creating an Indigenous research space and hands-on learning experiences for students; create placements in Indigenous educational settings for teacher candidates and graduate students;

**AND WHEREAS** the Parties wish to provide for special provisions in respect of Collective Agreement processes for Indigenous Education;

The following are agreed-upon provisions amending collective agreement processes in relation to Indigenous Education:

#### Appointments

1. Indigenous Education (IE) shall function as an “Academic Unit” in which faculty may be appointed. IE may also offer Joint Appointments or Cross Appointments.

1.1 Until there are sufficient numbers of faculty appointed to the Program to support collective agreement processes, any Full-Time faculty member appointed to the Program shall also have a primary or joint appointment in a Unit appropriate to their discipline or field of Indigenous Scholarship, the latter of which will be the faculty member's "Home Unit" for the purposes of collective agreement processes.

1.2 Limited Duties and Standing Appointments shall be made at the discretion of the Director of IE subject to approval of the Dean of Education and the Provost (or designate).

2. The Appointments Committee for IE shall be comprised of:

- a) The Dean of Education or designate who shall act as Chair;
- b) The Director of IE;
- c) Two (2) Full-Time faculty Members appointed (including Joint Appointments) in IE, elected by Full-Time faculty members appointed in IE; and
- d) One (1) Full-Time faculty Member from the Faculty of Education, elected by the Education Faculty Council.
- e) One (1) faculty Member who is an Indigenous Scholar and who is appointed in a Faculty other than the Faculty of Education.
- f) One (1) Indigenous graduate student (optional).

2.1 The Appointments Committee shall function in accordance with the Collective Agreement provisions unless otherwise specified herein.

2.2 In recommending candidates for Full-Time Appointments, the Appointments Committee shall consult with the students registered in the Master of Professional Education in the Field of Leadership in Indigenous Education.

3. Where a Joint Appointment is offered, the letter of offer will specify what portion of the incumbent's workload will be performed in IE and the term of the arrangement. This arrangement can only be made on mutual agreement of the Dean of the Home Unit, the IE Director and the Member. Such appointments/renewals will be subject to the approval of the Dean of Education, as well as the Home Unit Dean and will require approval of the Provost or Provost's designate.

4. All provisions contained in the Letter of Appointment shall be consistent with Clauses 9 and 9.1 in the Article *Academic Responsibilities of Members*.

5. Each faculty member having assigned workload in IE who is not appointed to the Program will have a Cross Appointment with IE. The Appointments Committee will recommend who shall be cross appointed with IE, and such appointments/renewals will be subject to the approval of the Dean of

Education, as well as the Home Unit Dean and will require approval of the Provost or Provost's designate.

6. When the position of Director of IE becomes vacant, the Dean will initiate the constitution of a Director Selection Committee to appoint a Director according to the terms of Clause 7. Where it is not possible to appoint a Director of IE for a given academic year, an Acting Director will be appointed according to the terms of *Department Chairs and Directors of Schools* Clauses 10 to 10.3, *mutatis mutandis*.
7. In any selection of a Director of IE, the Director Selection Committee shall be constituted with the members of the Appointments Committee in Clause 2, with the addition of:
  - a) One (1) member of the Indigenous Postsecondary Education Council (IPEC) selected by the IPEC;
  - b) the Vice Provost & Associate Vice-President (Indigenous Initiatives);
  - c) the Vice Provost (Academic Planning, **Policy** and Faculty); and
  - d) the Vice Provost (Graduate and Postdoctoral Studies)
- 7.1. The Director Selection Committee constituted in Clause 6, will function according to the same terms as a Chair Selection Committee outlined in *Department Chairs and Directors of Schools* Clause 9.2, unless otherwise specified in this Letter of Understanding.

### Workload

8. An IE Member's Workload shall be regulated by their Home Unit's Workload document. Taking on Academic Responsibilities in IE shall not increase the magnitude of a Member's Workload.
9. Assignment of Work shall occur in the Member's Home Unit, in accordance with the Article *Workload*, subject to the commitments and restrictions set out in the Letter of Appointment to IE, and shall involve consultation with the IE Director.
9. Any Reduced Responsibility Agreement or Alternative Workload Agreement for a Member with Academic Responsibilities in IE must be consistent with the relevant Articles in the Collective Agreement, and be approved by both the Home Unit Dean and the Dean of Education.

### Performance Evaluation

11. A Member's PE shall be carried out by the Member's Home Unit, in accordance with the Collective Agreement, except that where the Member has had assigned Workload in IE the PE Committee shall include the Director of IE.

11.1 The Home Unit Dean shall consult with the Dean of Education before accepting or declining the recommendation of the Chair/Committee.

#### Promotion, Tenure and Continuing Status

12. Promotion, Tenure and Continuing Status considerations shall occur in accordance with the Collective Agreement and shall be done by the Member's Home Unit.

12.1 Where the Member is jointly appointed with IE at the time of consideration, the P, T, & CS Committee shall be expanded to include the Director of IE (with vote). Where the Member is cross appointed to IE the Director of IE may provide a letter outlining the duties and performance of the Member IE which shall be considered as part of the P, T, & CS file.

12.2 All Annual Meetings under the P, T, & CS Article for Members with assigned Workload in IE shall include the Director of IE or designate.