

Letter of Understanding Re: Indigenization

Letter of Understanding (LOU)

-- Between --

OCADU Faculty Association (the "Association")

-- And --

OCAD University (the "Administration")

(Together referred to as "the Parties")

1. Preamble

- a. The University and the Association recognize Indigenous ways of knowing, voices, and critiques in our practices, such as leadership, teaching, research, and in our physical spaces. The Parties are committed to the protection of the heritage of Indigenous Peoples and recognize that Indigenous Peoples are the primary guardians and interpreters of their arts, sciences, practices and cultures, whether created in the past or developed in the future. This commitment and recognition include, especially, those Indigenous nations upon whose lands the University is situated. In addition to Indigenization efforts, actions of redress will require new, complementary, and additional efforts for the University to meet its collective responsibilities towards reconciliation.
- b. In the context of this *Memorandum of Agreement*, the Parties agree to use the United Nations' working definition of Indigenous Populations to understand the term "Indigenous".

2. Dispute Resolution

- a. An OCADFA member who identifies as Indigenous shall be able to bring an Indigenous Elder / Traditional Knowledge Keeper to any grievance meetings pursuant to Article 13.4.3, and to any meetings pursuant to the University's *Respectful Work and Learning*

Environment Policy wherein the member is either a complainant or respondent. The Indigenous Elder/ Traditional Knowledge Keeper shall act as an advisor and/or support person to the member.

- b. The University agrees to bear the reasonable costs of the attendance of an Indigenous Elder / Traditional Knowledge Keeper to meetings pursuant to the above.
 - c. The Parties shall, under the auspices of the Joint Committee, identify two Indigenous arbitrators to be added to the Panel of Arbitrators in Appendix E.
3. Within 60 days of ratification of this *Memorandum of Agreement*, the parties shall establish a properly resourced working group to review, study and report on the steps that the University has taken to achieve its goals in respect to Indigenization. The working group shall provide its recommendations to Joint Committee by six months before the expiry of the term of this *Memorandum of Agreement*.
 - a. The committee shall consist of the following members:
 - i. 2 representatives from the administration;
 - ii. 4 members appointed by OCADFA (one of whom shall be chair, and one of whom shall be charged with writing the final report);
 - iii. Executive Director, Indigenous Engagement
 - iv. An agreed upon external facilitator as needed.
 - b. The University shall provide the committee with resources to complete its work, including the following:
 - i. The ability to retain experts in the relevant field;
 - ii. The ability to retain a facilitator to assist the committee in its deliberations;
 - iii. The ability to engage in consultation with other members of the University community;
 - iv. Access to appropriate meeting space and administrative support to allow the committee to perform its function.

- c. The committee shall have a mandate to consider all aspects of OCADFA's Indigenization LOU proposal and the University's Indigenization efforts, including the following:
 - i. Recruitment, Retention and Recognition of Unique Burden
 - ii. Review and Promotion
 - iii. Research and Community Relations
 - iv. How best to acknowledge the National Day for Truth and Reconciliation
 - v. Any other pertinent issue(s) as identified by the working group.
- d. In recognition of the unique service burden placed on faculty member participants in this working group, each faculty member would be considered to have fully met their Service responsibilities for the academic year.

For the Association

DATE:

For the University

DATE: