

DRAFT

For Discussion with Osgoode Faculty Council

Osgoode Hall Law School

Proposed Resumption and Remediation Plan for the J.D. Program

March 10, 2015

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Introduction

The purpose of this document is to provide a resumption and remediation plan for Osgoode Hall Law School in the context of the CUPE 3903 labour disruption, which commenced on March 3, 2015 and, as of today, is ongoing.

In developing this plan, we have been guided by a number of considerations and factors, including:

- Members of our Osgoode community who are involved in the CUPE 3903 labour disruption have a right to strike, and as an inclusive and respectful community, we recognize and respect that right.
- The private and public expressions of different views on the labour disruption and related impacts (personal, financial, etc.) from faculty, staff, alumni and students, including several open letters from students on both sides of the issue, have been very helpful in guiding our approach to this remediation plan.
- Osgoode students would face a disproportionately negative impact if Osgoode did not finish the academic year by April 24, 2015.
- Any remediation plan must ensure that our program satisfies the thresholds of academic integrity and clarity.
- Any exemption and remediation plan must be fair to and accommodate all students – including students who wish to recommence the program prior to the end of any part of the labour disruption and those who do not.
- Osgoode’s past practices and approaches with respect to remediation in the context of labour disruptions (discussed further below) have been consulted and,

where possible, followed (recognizing that the context of this labour disruption, given its timing, is different from the most recent 2008/2009 labour disruption).

This resumption and remediation plan is drafted in light of these considerations and factors, and in light of the *Senate Policy on the Academic Implications of Disruptions or Cessations of University Business Due to Labour Disputes or Other Causes*.

Past Practice

Our approach to this plan is guided by Osgoode's past practice. The 2008/2009 CUPE labour disruption at York University commenced on November 6, 2008 and ended on January 29, 2009 (at a time significantly earlier in the academic year than this March 2015 labour disruption). On November 24, 2008, a special meeting of Osgoode Faculty Council considered an exemption plan, which contemplated that the Osgoode J.D. program would resume on December 1, 2008. An exemption and remediation plan was then presented to the York Senate Executive and approved on November 25, 2008. Further elements of the remediation plan were also subsequently developed.

2015 Resumption and Remediation Plan

Set out below is our resumption and remediation plan, including a number of specific assumptions, factors, guiding principles and specific plans.

March 16, 2015 resumption date

This 2015 plan is designed to ensure that our J.D. students complete their academic year by **April 24, 2015** as originally scheduled. As described below, we believe that the academic year can be completed on time if instructional activity is resumed on **Monday, March 16, 2015**. In this plan, we are therefore using that date as a presumed date for resuming Osgoode's J.D. program. At that point, we will have lost 9 days of class time; however, this time can be made up through the measures and assumptions described below.

No change to original Osgoode calendar

Osgoode's original 2014/2015 academic calendar – including dates for instruction, final term paper due dates, exam and deferral dates – remains unchanged under this remediation plan. It is therefore assumed that all course work will be completed no later than April 10, 2015.

We have considered, and rejected, the possibility of compressing the examination period. Given that so many of our courses are based on 100% final examinations or examinations worth a very significant portion of the final grade, the examination period is already a very stressful time for students. Moreover, many students have selected their courses based on the original examination schedule. Thus, it is our conclusion that compressing the examination period is not a desirable option.

As such, the examination period would occur in accordance with our original sessional dates, commencing April 13 and running through to April 24. The deferred exam period would run from April 27 through May 4.

Factors influencing plan to keep regular exam period ending on April 24, 2015

There are several factors influencing an April 24, 2015 completion date.

- ***Law Society licensing process context.*** We have been in contact with the Law Society of Upper Canada (LSUC) on several occasions during this labour disruption. The LSUC has confirmed that candidates are not permitted to begin the licensing process, including the articling process and licensing exams (for which they have already applied and paid significant fees), unless the candidates have successfully completed their law school program. Accordingly, our students will not be eligible to begin these licensing programs until final grades are released. In the case of the LSUC, it will begin its licensing process with the Barrister Exam on June 2, 2015. In advance of that June 2 date, students would be expected to prepare themselves, and would therefore need time to study, for that exam. The LSUC has informed us that 264 Osgoode students are scheduled to write the Barrister Exam on that date. Accordingly, the LSUC has told us that our students must have successfully completed our J.D. program before June 2, 2015 (if they wish to sit that exam). Our understanding at the moment is that licensing processes in other Canadian jurisdictions start even earlier, and also require completion of a candidate's program.
- ***Faculty availability.*** In addition to our full time faculty, a significant number of Osgoode's instructors are visitors and adjunct instructors (of which there are approximately 100 teaching in the winter term), many of whom may not be easily available to teach beyond the end of the term (a factor influencing our view about an April 24, 2015 regular exam completion date).
- ***Student plans, programs and schedules.*** A significant proportion of our first year and second year students have secured summer internships and employment at law firms, government offices, NGOs, corporations, courts, and other organizations, etc. These employment opportunities are typically offered on the premise that students will have completed their academic year of study prior to starting work. Finishing the term on time also accommodates other academic and related programs, including summer aspects of joint degree programs (e.g. the J.D./M.B.A. program), ILP placements, etc.
- ***Exchange, LOP and NCA students.*** We have 13 exchange students and 9 letter of permission students enrolled at Osgoode this term. The home institutions for these students are expecting and relying on Osgoode to deliver final grades (or at least confirmation of a clear pass) to them in a timely fashion and in accordance with their academic policies and procedures. We expect that a delay in the end of

the exam period would jeopardize these students' eligibility to graduate from their home institution. We also have several National Committee on Accreditation students, who also need to finish.

In-class contact hours remain the same

We have also considered the viability of scheduling additional classes on weekends and/or evenings, and/or offering additional classes through alternate means using technology, as ways to increase the number of contact hours (to make up for lost teaching time during the labour disruption). Our conclusion is that there is limited scope to add classes for the remainder of the winter term. Moreover, it would violate our existing academic rules which prescribe a maximum of 17 hours of class time per week for students. This is not to say that some additional class meeting times could not be scheduled on an exceptional basis. Rather, any model going forward cannot proceed on the assumption that students should be expected to regularly attend classes in excess of 17 hours per week – particularly in our extensive and diverse program, in which students often have other non-credit obligations during the academic week (clinical and intensive obligations, Osgoode Public Interest Requirement (OPIR) placements, mooted exercises, etc.).

Individual instructors retain primary control of course remediation

This remediation plan is premised on the assumption that individual instructors will retain primary control over the specific approach to remediation in their individual courses as far as possible. This approach is consistent with the spirit of York Senate's remediation policies. Each instructor has a range of possible options available to them to facilitate coverage of winter term topics and materials and to ensure the overall academic integrity of our program. Without limiting the foregoing, and acknowledging that a disruption of any length will have some challenging impacts on the delivery of our academic programs, options for remediation can include the following:

- melding any missed class time and discussion into the remaining classes normally scheduled for the balance of the term – we anticipate, as far as possible, that this will be the typical remediation approach in the context of this labour disruption;
- making up for topics covered in missed classes by modifying reading assignments, adding office hours, using Moodle or other electronic resources for interactive content, etc.;
- rescheduling the due dates for in-term, non-final papers, presentations, moots, assignments, etc. (other than final assignments, including final term papers or exams); and

- other remediation options that are consistent with the spirit and letter of the Senate Policy, that respect the original content and schedule set out in individual course outlines as far as possible, and that comply with our overall Osgoode academic calendar.

Instructors should communicate with their students as soon and as clearly as possible their remediation plans. In the case of rescheduled due dates for in-term, non-final papers, presentations, moots, assignments, etc. (other than final assignments, including final term papers or exams), reasonable notice should be given of those new due dates (unless otherwise not practical, it is anticipated that “reasonable notice” would amount to at least several days – and ideally 7 days).

Instructors should also provide their remediation plans to the Associate Dean’s office (in the same spirit as course outlines are provided to the Associate Dean’s office at the outset of term – with a view to managing expectations, ensuring consistency of approach with this remediation plan and with our overall commitment to fairness and academic integrity, and to allow Osgoode’s administration to provide any follow up reporting on our institutional approach to remediation).

Any questions or concerns regarding remediation plans should first be addressed to individual instructors. Further, to the extent that questions or concerns remain, they should be addressed to the Associate Dean, who will assist with – and ultimately help to resolve – any such questions or concerns.

Three CUPE-involved classes

Separate approaches to remediation have been contemplated for courses specifically involving CUPE 3903 members. In preparing this portion of the remediation plan, and further to the overall guiding principles set out at the outset, we have been guided by several specific principles and factors, including:

- respect for our CUPE member colleagues who, in different capacities, are part of our Osgoode J.D. program and who have a right to participate in the labour disruption;
- a desire to provide as much clarity as possible at this stage of the labour disruption;
- an equally compelling need to maintain a somewhat flexible approach to this aspect of the remediation plan, which in significant measure depends on the University’s approach to the resumption of classes; and
- a threshold preference not simply to “replace” CUPE members with non-CUPE individuals in order to accomplish the same work, while at the same time recognizing that, depending on the University’s approach to the resumption of

classes, specific elements of this aspect of the remediation plan might include necessary modifications to structural or content elements of these courses, which in turn could potentially involve other individuals.

There are only 3 courses in the J.D. program in which CUPE 3903 members provide some instruction or TA support. These courses, and our remediation considerations and plans for them, are further detailed below.

- A portion of Legal Process (LP), specifically including the LRW component, involves 8 graduate TAs. Associate Dean Farrow is working with Professor Shelley Kierstead, the LP course director, on specific remediation plans regarding this portion of the course, which depends in part on the University's approach to the resumption of classes.
- The instructional team for Ethical Lawyering in a Global Community (ELGC) includes 4 graduate TAs. Although the teaching for this two-term class – largely done by full time faculty – has finished, there is still some remaining grading to be done. This grading is ultimately the responsibility of the full time course instructors and can be completed by those full time instructors.
- One first-year section of Property Law (section D), which is a position typically held by a full time or adjunct faculty member, but which this year is being taught by a CUPE 3903 member. A specific remediation plan is being contemplated for this course, which depends in part on the University's approach to the resumption of classes.

Subject to all of the foregoing, our plan would be to have a detailed remediation plan in place for these CUPE-involved classes by March 16, 2015.

Students who elect not to return

Student rights to refuse to participate in academic activities during any ongoing labour disruption will be fully respected by this remediation plan. Further, to the extent possible, this remediation plan contemplates as a starting premise a balance in fairness between the remediation plans that govern students who do choose to return to classes, and those who do not.

Given that specific elements of the remediation plan for students who elect not to return to classes will be dependent on the date on which the labour disruption is over, as well as on how the University approaches the resumption of academic programs, there remains an inevitable level of uncertainty about this aspect of the remediation plan. We recognize that this uncertainty may cause anxiety for some students, and Osgoode will do its best to be as supportive as possible for these students, including by providing as much timely information as possible throughout the remainder of the labour disruption.

A variety of measures are contemplated to meet the accommodation needs for these students, which include the following possible options.

- All classes (both lectures and seminars) will, as far as possible, be audio-recorded, archived and made available to students.
- One-on-one or group tutorial sessions with instructors may be possible, where appropriate.
- The use of Moodle and other electronic resources for interactive content may be possible, where appropriate.
- These students may be offered the option of electing a credit/no credit option where appropriate.
- Once the labour disruption is over, new dates will be set for their papers and assignments, and a further period of deferred exams will be scheduled (specific dates will depend on when the labour disruption ends).
- In the specific context of clinical and intensive programs, moots, and certain OPIR placements, where remediation may not be possible and where the interests of others (e.g. clients in the case of clinical or intensive programs, teams in the case of moots) would be compromised, students who have chosen not to participate in academic activities during the labour disruption may participate, if they so choose, in these activities.

Students who elect not to return to classes will be required to notify the Assistant Dean's office by March 23, 2015 of their decision. A declaration form for this purpose is attached as Appendix A.

Consistent with the licensing information set out above, if these students do not finish their Osgoode program in time to begin their licensing process, we understand that they will need to delay sitting any licensing exams and will also need to notify any potential articling employers. Osgoode will do its best to assist and support these students in this process, as far as possible.

Non-Osgoode Students

In a few of our courses non-Osgoode students are enrolled (e.g. Disability and the Law; Land Use Planning, Intensive Program in Aboriginal Lands, Resources & Governments). Non-Osgoode students enrolled in these courses will be welcome to attend, but should they elect not to, they will as far as possible be provided with access to the materials and audio recordings for these classes.

OPIR

The remediation contemplates the resumption of OPIR reflective sessions (with the addition of additional sessions if needed). OPIR placements have been continuing (voluntarily – at the choice of students) as part of the York Senate Policy’s exemption for such activities.

Appendix A

**NOTICE OF INTENTION TO EXERCISE RIGHTS UNDER SENATE LABOUR
DISRUPTION POLICY**

(due to Assistant Dean Rimon by March 23, 2015)

I, (name) _____, hereby confirm that I am electing to exercise my rights under York Senate’s Labour Disruption Policy, as set out below, to not engage in academic activity during the duration of the strike.

2.2 Fairness to Students

2.2.1 Students who do not participate in academic activities because:

- a) they are *unable* to do so owing to a Disruption, or
- b) they *choose not* to participate in academic activities owing to a strike or lock-out on campus

are entitled to immunity from penalty, to reasonable alternative access to materials covered in their absence, to reasonable extensions of deadlines and to such other remedy as **Senate** deems necessary and consistent with the principle of academic integrity.

2.2.2 Such remedies shall not alter the academic standards associated with the missed activity, nor shall it relieve the student of the responsibility for mastering materials covered.

2.2.3 The availability of a remedy under this policy does not guarantee students the same learning experience that they would have received in the absence of a Disruption.

Accordingly, I confirm I will not be engaging in academic activities in the following courses until *after* the end of the current labour dispute:

| Course | Professor | Evaluation (i.e. Exam or Paper or Other) |
|---------------|------------------|---|
| | | |
| | | |
| | | |

Date:

Student Signature: