

## **MEMORANDUM OF UNDERSTANDING WITH OSGOODE HALL LAW SCHOOL**

**Parkdale Community Legal Services Inc.**

**and**

**Osgoode Hall Law School of York University**

**2017**

In recognition of the value of the partnership between Parkdale Community Legal Services (“PCLS”) and Osgoode Hall Law School (“Osgoode”), and with a view to facilitating the continuing evolution of PCLS as both a teaching and a community legal services centre, the parties agree that:

### General

1. The objectives and operations of PCLS shall reflect the duality of the clinic's commitment to both the provision of legal services to the low income community and the education of students. Specifically, it is recognized that Osgoode has an obligation as a university law school to promote the development and reform of law as it affects the poor and disadvantaged, and that PCLS has an interest in the training of lawyers able to effectively meet the needs of low income communities. It is also recognized that through its partnership with PCLS, Osgoode has made a multi-generational commitment to the Parkdale community.

### Board of Directors

2. The composition of the PCLS Board of Directors, as a reflection of the partnership between the parties to this Memorandum, shall not be altered except with the express consent of both parties.

### Clinic Director

3. The Clinic Director shall be appointed by PCLS in consultation with the Academic Director and Osgoode’s Clinical Education Committee.

4. The Clinic Director shall be remunerated by PCLS.

5. The Clinic Director shall be a member of Osgoode’s Faculty Council.

### Academic Director

6. The Academic Director shall be appointed by Osgoode in consultation with the Clinic Director and the PCLS Board of Directors, shall be a full-time faculty member at Osgoode, and shall be remunerated by Osgoode.

7. The initial appointment of any person as Academic Director shall be for a term of not less than three years. Exceptions may be made with respect to persons with significant relevant experience.

8. The Academic Director shall be a member of the PCLS Board of Directors, but shall not serve on the Executive of the PCLS Board of Directors.

9. The Academic Director shall not be part of management at PCLS.

10. The Academic Director’s responsibilities include:

- a. serving as the course instructor for the academic seminar and the Intensive Program in Poverty Law, including the responsibility for grading and evaluation;

- b. overseeing the PCLS Skills Training Program for students;
- c. administering the student selection process at PCLS;
- d. facilitating the relationship between Osgoode and PCLS, including coordinating matters concerning the engagement of Osgoode and York University policies at PCLS;
- e. providing pedagogical and other support for supervising PCLS staff lawyers and community legal workers in their roles as clinical instructors; and,
- f. supporting and serving as a resource for students enrolled in the Intensive Program in Poverty Law.

11. The Academic Director shall be consulted on hiring decisions involving PCLS staff lawyers and community legal workers.

12. The Academic Director shall be present at PCLS approximately two days per week during academic terms. The Academic Director shall not be expected to maintain a regular presence at PCLS during non-academic terms.

13. The Academic Director shall be provided by PCLS with a suitable office, adequate facilities, and adequate supports in keeping with his/her responsibilities to PCLS.

#### Concerns Expressed by Academic Director

14. If the Academic Director has concerns about matters at PCLS related to the Intensive Program in Poverty Law that are not resolved through informal processes, the Academic Director may express these concerns in writing and request a response from the Clinic Director in accordance with this provision of this Memorandum. The Clinic Director shall accord considerable weight to these concerns and shall respond in writing in a timely manner.

#### Students

15. For the purposes of this Memorandum, students are defined as Osgoode students enrolled in the Intensive Program in Poverty Law, during the academic term in which they are participating in the Program. For greater clarity, PCLS summer employees are not considered students during their term of employment at PCLS.

16. The selection of students to participate in the Intensive Program in Poverty Law shall be the joint responsibility of the parties, subject to Osgoode's right to screen the candidates on the basis of academic concerns. Osgoode may not alter the target enrolment in the Program without the agreement of the PCLS Board of Directors. The target enrolment for 2017-18 is 40 students (20 in each of the fall and winter terms).

17. Students shall engage in individualized client casework. In developing case criteria for divisions, PCLS shall take into account the desirability of providing a diverse range of experiences in casework.

18. Students shall not engage in primary and secondary intake activities for more than an average of eight hours per week.

19. Students shall engage in an appropriate range of community legal work. This may include an ongoing liaison role with an established or evolving community group, community education and development, community organizing, formation of client self-help groups, and law reform.

20. Although the balance between casework and non-traditional lawyering activities may vary from student to student, in no case shall any student spend less than 40 hours on non-traditional lawyering activities over their term in the Program.

21. Students shall be provided one full weekday away from PCLS each week to devote to the academic seminar.
22. The experiential component of the student program shall be integrated with the academic seminar so that the substantive focus of each activity is related.
23. There shall be a written PCLS Student Workload Protocol describing student workload expectations and setting out processes through which students can address workload concerns. The Student Workload Protocol can only be changed with the consent of the Associate Dean (Academic), the Academic Director and the Clinic Director.

#### Supervision

24. Supervision shall be provided to students through a model of reflective practice, with Osgoode undertaking to provide ongoing assistance to supervisors in terms of educational methodology.
25. Supervisory responsibility for each student shall be divided between a staff lawyer and a community legal worker.
26. In recognition of the crisis nature of much of the work at PCLS and the necessity to consult supervisors on an informal basis, reasonable ongoing access by students to supervisors shall be available.
27. Articling students shall not be assigned to provide supervision to students.

#### Formal Educational Component

28. Staff lawyers and community legal workers shall participate as clinical instructors, under the direction of the Academic Director, in the PCLS Skills Training Program for students.
29. PCLS staff lawyers and community legal workers, in collaboration with the Clinic Director and the Academic Director, shall lead bi-monthly reflective meetings with students, either within or across divisions.
30. The Academic Director shall invite the input of PCLS staff about the content and structure of the academic seminar.

#### Accommodations & Accessibility

31. Osgoode and PCLS are committed to accessible and inclusive learning environments.
32. The parties shall agree to a written PCLS Student Accommodations & Accessibility Protocol that can only be changed with the consent of the Dean (or the Dean's designate), the Academic Director, and the Clinic Director.

#### Resources

33. Osgoode shall use its best efforts to ensure that its financial and other contributions to PCLS are continuous, and sufficient to enable PCLS to meet its obligations to both the community and the students enrolled in the Intensive Program in Poverty Law. In particular:
  - a. there shall be no distinction between funding levels during the academic terms and the summer months;
  - b. budget allocations shall be reviewed annually, and, absent exceptional budgetary circumstances at Osgoode, increased annually to reflect inflation;
  - c. budget allocations shall include a specified yearly amount to be available at PCLS for use at the discretion of the Academic Director for matters related to the Intensive Program in Poverty Law;

d. the Dean shall provide a written report to the PCLS Board of Directors no later than March 1 of each year, setting out the budget allocations for the next fiscal year, and either explaining how the annual increase described in subsection b. was arrived at or outlining the exceptional budgetary circumstances described in subsection b.; and,

e. the Clinic Director will provide a written financial report to the Dean no later than June 1 of each year, including a budget for how Osgoode funding will be used at PCLS in that fiscal year, and with details regarding how Osgoode funding was used at PCLS in the prior fiscal year.

#### Review

34. The parties shall review the terms of this Memorandum upon the written request of either party.

#### Termination

35. This Memorandum shall continue in force until either party gives written notice to the other that it wishes to withdraw from the relationship here defined. Such notice must be given on or before May 31 in any given year to be effective no earlier than May 31 of the following year.

#### Coming into Force

36. This Memorandum shall come into force on April 25, 2017, or when the Memorandum is approved by the Board of Directors of PCLS and Osgoode's Faculty Council, whichever is later.