

Writer: We need a York 'ombudsman'

J. ALAN HUNTER

As a student do you ever get tired of being told that you should have less? That you should accept your lot, as dictated by fate or luck, without choosing and acting purposefully? Are you so tired of being told that you have no choice in the matter, that you abnegate your responsibility and lead a life of unproductive complacency? I wonder if this is the result and extent of your education.

As a student attending York University and having considered the U of T, I have increasingly become aware of over-enrollment and how this might affect the quality of my education. Students do not have to be ineffective consumers of the university. They have legal and contractual guarantees to protect their interests within the institution.

This is a personal statement that, in an effort to protect the quality of education at York, attempts to identify and offer solutions to this end. This is also a statement for the need of an effective public defender's office.

Contractual relationship

In Canada, a series of recent cases points to the existence of a contractual relationship between the student and the university—a relationship that the courts are prepared to recognize. Though this is a relatively unknown aspect of law, it should provide an important and necessary basis for an Ombudsman at York. Even more important than this, it should indicate that, in regu-

lative and appeal situations, students do have a legitimate and effective claim. The effectiveness of this claim has been hampered in the past; but, their effectiveness is greatly enhanced when they can link their desires to the objective appeal involving the terms and conditions of a contract.

No other remedy

The case of 'Doane v. Mount Sinai Vincent University' provides an interesting description by the trial judge. "A student who attends a university, pays tuition fees to take a course and then passes such a course and is refused a diploma by university authorities should have some remedy in the court when there is no other remedy provided. Such remedy might lie in contract..." This may hold some serious consequences for the common practice of universities to withhold grades and diplomas on account of students owing tuition fees or monies as a result of penalties.

Another important case involves 'Governors of Acadia University v. Sutcliffe'. In the words of U of T law professor H. N. Janisch, "The court unhesitatingly incorporated the provision in the calendar as an,

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enforceable term of a contract between the university and the student."

These two cases have particular significance in the area of advertising a course. First, those people who are describing their courses and what they provide should be careful 'not to mislead'. Second, this raises questions as to whether present appeal processes respect this contractual relationship - i.e. Student Accounts regarding the drop of courses beyond the full refund date. Third, the arbitrary changing of types, due dates, late penalties and weighting measurements of assignments contrary to the academic policy of the Faculty of Arts. Also, in the event that this occurred, would this be grounds to petition to have that course grade removed from your transcripts? Would it be grounds to receive a full refund from Student Accounts?

They cannot force you

The academic rulers of the university are not in place to work

i.e. an alteration of the type and weighting of assignments determining your grade, on the basis of a majority vote denying the rights of the individual.

Union attitudes

On the subject of 'quality of education' I would like to say that certain union 'attitudes' are affecting the proper operation of the classroom. The much celebrated 1981/82 CUEW strike that claimed to be protecting the interests of the students was nothing more than an embarrassment to this fine institution, and it resulted in less for the student. The T.A. received more protection from 'overworking' while the university's negotiating team was forced to make more rigid guidelines regarding the pay-scales, responsibilities, and the operation of the CUEW support staff. The ones who lost out were the students. That's right, you and me friends. I have heard of a course where, as a result of their new contract and inappropriate militancy, the T.A.'s

'quality of education'. A group of professors who considered themselves an elite few, so elite that they could violate their teaching contracts with the university, refused to cross the CUEW picket lines. In doing so, these professors illegally withdrew their services to the students who actively pay their salaries. When some concerned students complained in the *Excalibur* newspaper about the situation, merely requesting that some action be taken to protect their

educational interests pursuant to their legal and contractual claim on both the university and its agents, they were unduly subject to public ridicule. Ridicule that was, for the most part, totally devoid of any basis. This was not enough, the reply from the university's representative, who was handling the matter, was a skating claim reminiscent of "I really feel for you, but my arms are tied."

An effective Ombudsman

I agree that with no rules, and where there are no contracts, you are tied; but, there are rules and contracts, and where these exist you are most certainly not 'tied'. Rather, you are failing to act. The refusal by persons in places of authority, within the university, to view this institution as a business is what allows their, and our ineffectiveness to continue.

I would like to suggest that more students consider their relationship with the university as a contractual one, and one with a business that promises to provide services in exchange for tuition. I do not, however, wish to create an adversarial and destructively rigid system; instead, I only suggest that at least a bare minimum of regard for individual interests be respected. I think an effective Ombudsman might secure that minimum.

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against you. They are guidelines which you should be aware of in order that you can logically plan the activities that you wish to participate in while at the university. If the guidelines and rules are arbitrarily being changed, affecting your success at the university - don't let this hinder your ambition. Rules are in place so that you can make sense out of what you can receive and benefit from the university. A professor or a T.A. is not, in an unqualified fashion, empowered to change the rules. They cannot force you to accept their new demands -

have attempted to withdraw their services. They claim that, due to over-enrollment, they have already done their required 20 hours of tutorial aid - and it's only January. I ask you, if this is the case, and if you are being denied services, then what are we paying them for? Let them put up, or shut up; and, if you think this an inappropriate response, which I do, then work constructively to solve the problem - but don't just throw the flame into the face of the students.

Last year, CUEW held their strike under the auspices of a concern for

GRUDGE RACE

WHAT IS IT?

A race to encourage friendly rivalry between York & U of Tea. The race will start at 2:00 p.m. at Winters College. (There will be a Pre-Race Pub in the Dining Hall.) The first leg of the race will be a wheelchair race around York Campus. The second leg will be a tandem bicycle race (in 3 segments) to U of Tea Campus. The final leg(s) will be a 6-legged dash to the finish line.

There will be a wind-up Pub at a downtown location starting at 8 p.m. This will only be open to York & U of Tea students & guests. Tickets are \$2 (includes entrance & bus transportation to and from York & Cuddles). Tickets are on sale at CYSF (105 Ross) on Friday or from your College Council.

SUPPORT

YORK

CYSF

U of T Blue and White Society

Molsons

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COUNCIL OF THE YORK STUDENT FEDERATION INC.

ELECTION NOTICE REFERENDA WORDINGS

This year's CYSF election ballot will include a number of referendum questions. The precise wording of each, as approved by Council, is as follows

Do you support contributing \$4.50 to be levied through your student fees for a period of one year only and to be used to create an Ombudsman's office at York University for the benefit of the York Community?
Yes _____ No _____

Do you wish to continue to contribute \$3.00 per student per year to the Ontario Federation of Students?
Yes _____ No _____

Do you wish to continue to contribute \$1.00 per year per student to the Canadian Federation of Students?
Yes _____ No _____

Would you be willing to have your student fee increased by \$1.00 and have this go to Radio York per year for two years in order to aid in the funding and improvement of a campus radio station?
Yes _____ No _____

Do you wish to increase your student fees by \$1.00 to support Excalibur, York Universities community newspaper on a permanent basis?
Yes _____ No _____

Please refer all questions, comments and problems to the Chief Returning Officer, in care of the CYSF (667-2515). Canvassers for the referenda are required to obtain and read By-law 2 (Governing Elections), with specific reference to Article XII, sections 3.0 and 4.0.
Larry Till
C.R.O.