January 13, 2009

Mr. Peter Koltak, President
Undergraduate Student Government
Ohio Union, Room 117A
1961 Tuttle Park Place
Campus

Dear Mr. Koltak,

The Senate Fiscal Committee looks forward to meeting with you during its meeting on Tuesday, January 20 to discuss the proposed student legal service initiative. The committee reviewed your draft proposal last week and discussed it at length. I think it’s fair to say that the committee was quite positive about the concept, and it was clear that a great deal of background research and planning went into its development.

The primary role of the Senate Fiscal Committee is to advise the President, Provost, and Senior Vice President for Business and Finance on issues that have major fiscal implications. The faculty, students, senior staff, and administrators that comprise the committee bring a remarkable breadth and depth of experience to the committee’s work, and that experience often manifests itself in spirited discussion. It is the committee’s practice to assist those who bring issues to it by compiling a list of areas of interest and concern that can serve to help guide the discussion and supply input. The list of ideas, questions, and concerns that arose during our discussion of your proposal is attached. Although the list might at first appear somewhat daunting, please understand that it was assembled in the spirit of cooperation and consultation. We hope your discussions with the Senate Fiscal Committee will help sharpen and strengthen your proposal in advance of its being submitted to the central administration for consideration.

Sincerely,

[Signature]

Ralph E.J. Boerner
Professor and SFC Chair

Cc: Nicole Wilkinson, Director
    Student Housing Legal Clinic
Questions concerning the proposed Student Legal Services  
Senate Fiscal Committee, 19 January 2009

Area 1: Rationale, Design, and Human Resource Issues

1.1 What is the source of the student and parent survey data presented at the end of the submission? The Committee noted that the survey question for the parents suggested that OSU would supply the legal services, but that does not appear to be the case here. Similarly, the survey question for students did not indicate that the students would have to pay for such a service. Given these concerns, how reliable do you feel the survey data are?

1.2 The participation scenarios seem to be based on data from Kent State and Wright State, but no information is given in the appended tables as to the cost imposed or services supplied by the structures at those two universities. On what basis are those participation rates deemed to be reliable predictors of participation at OSU? Given that the proposed fees are voluntary, what is the break-even participation rate?

1.3 Will the attorneys hired by this proposed organization be OSU employees? If not, who is responsible for soliciting applications and contract proposals? Who will supply the HR and legal expertise necessary for the initial hiring of staff and for developing the operating structure?

1.4 How reliable are the estimates of the number of salaried employees required to cover the load? What is the experience of other comparable institutions in terms of work-load and number of employees to address similar issues?

1.5 How will the proposed organization interact with the existing student legal advocacy structure operated by the College of Law (The Student Housing Legal Clinic)? What is the average annual case load of the existing student legal advocacy structure? What is the value added of the proposed structure over the existing structure?

1.6 Will a parallel service be offered to students at the regional campuses, ATI, and OARDC?

1.7 Given the broad range of structures at other universities, how was the $40 per year figure determined? Many of the other universities profiled in the document employ a co-pay arrangement. Was this considered for OSU? If so, what were the arguments against such an arrangement?

Area 2: Fiscal Issues

2.1 Have you addressed potential legal and/or liability risks for the University in such a structure? Who will supply legal malpractice liability insurance? In what manner does this structure protect OSU from adverse exposure? Who is ultimately the responsible party for purposes of contracts and financial liability: OSU, USG, or someone else? Put another way, who will ensure that activities of the new
organization will stay in compliance with University rules and procedures? Who will provide oversight?

2.2 As OSU will collect the quarterly fees and (presumably) supply other business support, will this entity pay overhead costs to OSU at the same rate as other affiliated entities?

2.3 What are the plans for the net income projected to be in the range of $25,000- $85,000 the first year and approximately $250,000 per year thereafter? It is somewhat curious that the lower the percentage of participation, the greater the ultimate "income less expense." In a similar vein, who would be responsible for covering any annual operating deficits, should they arise? Is there any mechanism for increasing the student contribution (by raising the added fee or a co-pay) should that be necessary in covering a deficit?

2.4. What entity will manage the funds, generate payments, handle accounting, etc.? Who holds the surplus (if there is one)? If it is the university, then is there any liability that comes along with it—does holding the funds in any way make the university (with the "deep pockets") a potential target in a settlement?

**Area 3: Jurisdictional Issues**

3.1 It is clear that students may only access this service during quarters in which they’ve paid the fee; however, it is not clear whether legal services can be obtained for problems with leases or contracts entered into prior to the student enrolling in this service. Health insurance policies contain specific language concerning “pre-existing conditions” that seem analogous to this. Clarification seems desirable here.

3.2 The Committee was informed that the services supplied apply only to legal issues within the City of Columbus or Franklin County. How about students who attend classes on main campus but live outside of Franklin County? Would lease problems encountered by a Columbus-campus student who lives in an apartment in Delaware County be covered? Would an automobile accident in Delaware County suffered by a Columbus campus student be covered? Language clarifying the spatial limits to jurisdiction would seem necessary.

3.3 There are potential conflicts between the list of services covered and the list of legal exceptions. For example, proposed services suite #2 includes legal representation for items that would constitute violations of the code of student conduct, whereas the list of restrictions indicates that representation for student conduct code violations is precluded. How will such potential conflicts be resolved?

3.4 It is not clear how this service would deal with a student complaint against an OSU affiliated entity, partly because it is not clear whether the Student Legal Services office would, itself, be an affiliated entity. For example, Campus Partners is an affiliated entity which may well serve as a landlord to OSU students; thus it would seem possible that the student legal office, as an affiliated entity, could find itself representing an OSU student in a dispute with another OSU affiliated entity. Such potential complications would suggest that considerable legal thought go into the actual charter language.