



# Faculty Senate Archives

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Faculty Senate

Academic year 2020-2021

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## **Attachment 2 to Faculty Senate Meeting August 24, 2020**

### **Memorandum of Understanding by and between Wichita State University and University of Kansas School of Law**

**MEMORANDUM OF UNDERSTANDING**  
**by and between**  
**WICHITA STATE UNIVERSITY**  
**and**  
**UNIVERSITY OF KANSAS SCHOOL OF LAW**

This MEMORANDUM OF UNDERSTANDING (“MOU”) is entered as of the date of the last signatures to this MOU (“Effective Date”), by and between **WICHITA STATE UNIVERSITY**, a state educational institution of Kansas, 1845 Fairmount, Wichita, Kansas 67260 (hereinafter “WSU”) and **UNIVERSITY OF KANSAS SCHOOL OF LAW**, a state educational institution of Kansas, [ADDRESS] (hereinafter “KU Law School”), referred individually as “institution” or “party” and collectively as “institutions” or “parties.”

**WITNESSETH:**

**WHEREAS**, KU Law School and WSU are both Regents Universities within the State of Kansas;

**WHEREAS**, KU Law School has received the support of the Kansas Board of Regents (“KBOR”) to expand to all Regents Universities its existing 3 + 3 program, which allows undergraduate students at the University of Kansas to enroll in the KU Law School after successfully completing three years of undergraduate studies;

**WHEREAS**, throughout its history, Law School has admitted graduates from all Regents Universities to its Juris Doctor (J.D.) program and these graduates have used their KU Law School degrees to become highly successful in legal and related professions;

**WHEREAS**, the Parties support efforts to save students one year of cumulative time and undergraduate tuition in order to attain the J.D. degree; and

**WHEREAS**, KU Law School’s existing 3 + 3 program will be operated at all participating Regents Universities under the title “Lead: WSU to KU Law Program” (“Program”); and

**WHEREAS**, this MOU sets forth the terms and conditions pursuant to which the parties agree to offer the Program to students.

**NOW, THEREFORE**, in consideration of the above premises and the individual and mutual promises of the parties hereinafter set forth, and for other good and valuable consideration, KU Law School and WSU hereby enter into this MOU, which sets forth the terms and conditions of the KU Law School’s 3 + 3 Program relating to its expansion to include WSU students majoring in political science.

**I. PROGRAM**

- A. WSU and KU Law School will jointly operate Program (with logo as depicted in Exhibit 2), with respect to WSU students, which will allow WSU undergraduate students to enroll in the KU Law School after successfully completing three years of undergraduate studies.
- B. By this MOU, WSU agrees to allow 29 credits earned in the first year of law school at the KU Law School under the Program to count both as credits towards the completion of the WSU student’s undergraduate degree program as well as credits toward the student’s J.D. degree. According to WSU policy, the 29 credits may only transfer as general elective credits for purposes of the student’s undergraduate degree. Assuming the students otherwise comply with all WSU requirements, Program students will graduate from WSU with their bachelor’s degree upon completion of the first year of law school. The students will

graduate from KU Law School after successfully completing a total of 90 credit hours of law courses. This Program will run in conjunction with an existing program between the KU Law School and the University of Kansas College of Liberal Arts and Sciences (KU-CLAS), operating under the acronym LEAD, and any other LEAD KU Law Program operating at another participating institution.

## II. STAFF

- A. WSU agrees to appoint a director of the Program for WSU. This position will be funded entirely by WSU. This position will not be an FTE appointment, but sufficient to undertake and/or supervise the recruiting, admission, counseling, advising, and event-planning tasks related to the Program for WSU students.
- B. WSU agrees to coordinate with existing WSU Pre-Law Advising and Associations to provide advising and mentorship to Program students.
- C. The KU Law School or KU-CLAS will appoint a director (or co-directors) of the Program. This position will be funded entirely from Law School (or other KU) funding sources. This position may overlap with service as the director of the KU LEAD program. This position need not be an FTE appointment, but sufficient to assist the Law School or KU-CLAS with the recruiting, admission, counseling, and event-planning tasks related to the Program for WSU students.

## III. RECRUITMENT

- A. The KU Law School and WSU agree to coordinate the recruitment and admission of students to the Program.
- B. WSU's admissions unit (or appropriate office) will recruit WSU undergraduate students to the Program at WSU. This includes focusing on the Program in recruitment events, hosting a dedicated up-to-date webpage, receiving students' admissions materials, constituting an admissions committee, and producing recruitment and admissions materials.
- C. WSU and the KU Law School will jointly develop and mutually agree upon a marketing strategy for the Program, which will identify and attribute the Program to both institutions. All advertisements and promotional materials for the Program and use of the respective marks and images of both institutions must be agreed upon in advance by the Parties' respective representatives. For KU this will require approval from its Vice Chancellor for Public Affairs. WSU will be responsible for all advertisement and promotional expenses for materials aimed at prospective and current Program students at WSU. Use of marks and other logos of the Parties shall be restricted to marketing of the Program only. This Agreement does not contemplate or provide authority for the use of the marks and logos of the Parties in connection with commercial products and other promotional items.

## IV. STUDENT ELIGIBILITY

- A. Target students for this Program are high-achieving high school seniors. In consultation with WSU and other participating Regents Universities, the KU Law School will determine the minimum ACT and GPA requirements for admission to the undergraduate component of the Program. The minimum admissions standards will be the same as those set by the KU LEAD program, and those same standards will apply to all Regents Universities that participate in the LEAD Program with KU Law School ("Admissions Standards"). These Admissions Standards may be amended from time to time and are attached hereto as Exhibit 3.
- B. For some admissions, Program applicants will be required to submit an essay as part of their application process. WSU and KU Law School will agree annually on an essay topic. At the time of this MOU, the KU LEAD program relies upon the annual essay question deployed as part of the KU Honors Program

application. Similarly, the parties anticipate the Program applicants may submit their essays used for admission to the WSU Honors College to fulfill this requirement.

- C. WSU's admissions unit (or appropriate office) will admit prospective WSU students to its undergraduate programs. This includes establishing an admissions committee, receiving and reviewing students' admissions materials, and admitting eligible students to the Program.
- D. WSU's admissions unit (or appropriate office) will identify and recruit prospective WSU students to participate in the Program. This includes establishing an admissions committee, receiving and reviewing students' admissions materials, and admitting eligible students to the Program. The KU Law School will review all applications to the undergraduate portion of the Program for consistency with the KU Law School's program standards. Any discrepancy will be mutually resolved by the WSU director of the Program and the Dean of the KU Law School (or the KU Law School director), prior to and as a condition of admissions of the prospective student to the Program. Those students not mutually agreed upon for admission will not be accepted into the Program at WSU.
- E. WSU or the KU Law School may limit participation to students enrolled in specific colleges and degree programs.
- F. Students will be notified of their acceptance to the Program in a joint letter from WSU and the Dean of the KU Law School.
- G. In consultation with WSU and other participating Regents Universities, the KU Law School may cap admissions to the Program each year. In consultation with the KU Law School, WSU may cap admissions to the undergraduate component of the Program.

#### **V. ADMISSION TO KU LAW SCHOOL**

- A. The KU Law School will guarantee admission to students in the Program who (1) meet the KU Law School's required LSAT and GPA scores in effect at the time the student was admitted to the Program; (2) complete 91 undergraduate credit hours that are approved by WSU as satisfying the Program requirements, over three full academic years in the undergraduate program; and (3) satisfy a character and fitness review as required for bar admission. At the time of this MOU, the required LSAT and GPA are a score of 157 on the LSAT and an undergraduate GPA of 3.5. KU Law School will timely notify WSU in advance of any changes in those scores so as to facilitate the annual recruitment and admission of new students.
- B. Students enrolled in the Program who do not meet the minimum requirements set forth above may still be considered for admission to the KU Law School after the completion of 91 undergraduate credits over three academic years, but such admission will not be guaranteed.
- C. During their undergraduate studies, WSU students participating in the Program who are seeking financial aid will apply pursuant to the undergraduate federal and other loan programs with the assistance and advice of WSU. Prior to enrollment at the KU Law School, students seeking financial aid will apply pursuant to the graduate federal and other loan programs. The University of Kansas Office of Financial Aid and WSU will share joint responsibility for assisting and advising students in their application for graduate financial aid. Program students may apply for scholarships and financial-aid for which they are qualified.

#### **VI. PROGRAM CONTENT**

- A. WSU and the KU Law School agree to coordinate and mutually develop instructional and experiential content for the undergraduate portion of the Program at WSU. The goal of the programming is to develop

the student's interest in law as a profession, learn about legal practice, and prepare the student for the KU Law School.

- B. The KU Law School Dean will appoint one or more law faculty to direct the Law School content components of the program. The Law School faculty will coordinate with WSU's faculty and staff tasked with the non-admissions elements of the program.
- C. The KU Law School and WSU may host events for all WSU Program students, freshman to juniors. These events may provide students the opportunity to meet other participants, WSU and Law School faculty and staff, and possibly current law students. Depending upon the number of students enrolled in the Program at WSU and in any other LEAD Programs that the KU Law School supports, these events may include the following:
  - i. **Sophomore Year.** During the sophomore year, WSU Program students will be encouraged to volunteer with a local law-affiliated organization, such as CASA; the local Domestic Violence Shelter; Kansas Legal Services; etc. The KU Law School will work with the WSU director or advisor to facilitate these volunteer experiences for the students. The volunteer experience may extend beyond one semester. The parties will also endeavor to provide Program students at WSU with the opportunity to participate in experiences designed to inform the students about the practice of law and law school. The KU Law School will coordinate these experiences with the WSU director or advisor. WSU and the Law School will share any associated costs.
    - 1. During the spring term of the sophomore year, students will be highly encouraged to enroll in an LSAT preparation course. If possible, the KU Law School will coordinate the delivery of a discounted LSAT class for the Program students. Students will be required to pay the non-discounted portion of the class fee.
    - 2. During the summer after the sophomore year, students will be highly encouraged to take the June LSAT. This does not modify the program requirements that allow students to take the LSAT during the junior year. Students are responsible for paying the LSAT registration fees.
  - ii. **Junior Year.** During the junior year, students will be encouraged to begin meeting with practicing attorneys, attending College, Law School, and community events connected to the legal field, touring Green Hall, and speaking with current KU law students.
  - iii. None of the activities, programs, volunteer experiences, or LSAT preparation classes referred to in this paragraph will count for Program credit either at WSU or the KU Law School.

## VII. RECOGNITION CEREMONY

- A. At the conclusion of the junior year, the KU Law School will host a recognition ceremony for juniors who are matriculating to the KU Law School in the next academic year.

## VIII. TERMINATION

- A. WSU and the KU Law School have the right to terminate the agreement upon advance written notice to the other institution (within a time-frame mutually agreed upon by the Parties, and in any event with no less than six months advance notice). The parties will wind up the relationship in a manner that ensures all WSU undergraduate students enrolled prior to the date of termination are given an opportunity to complete the Program.

IX. MISCELLANEOUS

- A. **Assignment.** Neither Party shall assign or attempt to assign any of its rights or obligations under this Agreement without the prior written consent of the other Party hereto.
- B. **No Partnership.** The parties acknowledge that they will not hold themselves out as an agent, partner or co-venturer of the other and that this Agreement is not intended and does not create an agency, partnership, joint venture or any other type of relationship except the contract relationships established hereby.
- C. **DA-146a.** The State of Kansas Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto as Attachment A, is hereby incorporated in this MOU and made a part thereof.

[signature page to follow]

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IN WITNESS WHEREOF, the parties hereto have executed this MOU and/or authorized same to be executed by their duly authorized representatives as of the date shown below the respective signatures.

**WICHITA STATE UNIVERSITY**

**UNIVERSITY OF KANSAS SCHOOL OF LAW**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

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Title

\_\_\_\_\_  
Date

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Date

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**ATTACHMENT A**  
**CONTRACTUAL PROVISIONS ATTACHMENT**  
**State of Kansas, Department of Administration | DA-146a (Rev. 07-19)**

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof:

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges-hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

6. **Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages and Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.



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**EXHIBIT 2**  
**LEAD: WICHITA STATE TO KU LAW PROGRAM**  
**PROGRAM MARKS**

The attached logos shall be used by the University of Kansas and by Wichita State University to depict and refer to the LEAD Program for WSU. Font, color scheme, and overall visual identity of these marks will not be altered unless mutually agreed by the parties and their designated representatives in writing.

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### EXHIBIT 3 ADMISSIONS STANDARDS

#### **In-Coming Undergraduate Students Presumptive Admission**

To qualify presumptively for the WSU LEAD Program as an in-coming, first-year WSU undergraduate student, students must:

1. Gain admission to the Program before their first in-residence year, or during the first semester of their first in-residence year, as an undergraduate at WSU;
2. Enroll in the College of Liberal Arts & Sciences seeking a B.A. or B.S. degree; and
3. Have a minimum 26 ACT score, earn a 3.5 high school GPA, and complete an essay.

#### **In-Coming Undergraduate Students Discretionary Admission**

To qualify discretionarily for the WSU LEAD Program as an in-coming, first-year WSU undergraduate student, students must:

1. Gain admission to the program before their first in-residence year, or during the first semester of their first in-residence year, as an undergraduate at WSU;
2. Enroll in the College of Liberal Arts & Sciences seeking a B.A. or B.S. degree; and
3. Have a 24 ACT score, a 3.35 high school GPA, or better, complete an essay, and submit a statement addressing the student's interest in the program and/or the student's preparedness for the program.

#### **Transfer Undergraduate Students Discretionary Admission**

To qualify discretionarily for the WSU LEAD Program as an undergraduate student transferring to WSU from another undergraduate institution, students must:

1. Have an exemplary, college-level academic record;
2. Have a minimum 26 ACT score and 3.5 high school GPA, and complete an essay;
3. Enroll in the College of Liberal Arts & Sciences seeking a B.A. or B.S. degree; and
4. Demonstrate the ability to satisfy all relevant degree requirements through transferred credits and their prospective credits at WSU.

#### **Law School Admission**

To gain admission to the KU Law School as part of the WSU LEAD Program non-discretionarily, students must:

1. Satisfy state bar-mandated character and fitness requirements;
2. Take the LSAT exam and complete the KU Law application form, prior to KU Law School admission;
3. Have spent 3 academic years as an undergraduate student at WSU or a combination of 3 academic years as an undergraduate student at WSU and a prior, post-high-school, undergraduate institution, prior to KU Law School admission (For purposes of this paragraph, full-time enrollment, at least 12 credits, during a spring or fall semester shall constitute .5 academic years);
4. Score a 157 on the LSAT and earn a 3.5 undergraduate GPA for WSU-only credits.

**Discretionary Law School Admission**

To gain admission to the KU Law School as part of the WSU LEAD Program on a discretionary application-by-application basis, students must:

1. Satisfy state bar-mandated character and fitness requirements;
2. Take the LSAT exam and complete the KU Law application form, prior to KU Law School admission;
3. Have spent 3 academic years as an undergraduate student at WSU or a combination of 3 academic years as an undergraduate student at WSU and a prior, post-high-school, undergraduate institution, prior to KU Law School admission (For purposes of this paragraph, full-time enrollment, at least 12 credits, during a spring or fall semester shall constitute .5 academic years);
4. Score less than a 157 on the LSAT and/or earn less than a 3.5 undergraduate GPA for WSU-only credits.

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