

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs
Consent

AGENDA ITEM: 5 – F
DATE: December 8-9, 2021

SUBJECT

USD and Morningside University Admissions Policy MOU

CONTROLLING STATUTE, RULE, OR POLICY

[BOR Policy 5:3](#) – Agreements and Contracts

BACKGROUND / DISCUSSION

The University of South Dakota (USD) Knudson School of Law is seeking to enter into a Memorandum of Understanding (MOU) with Morningside University.

IMPACT AND RECOMMENDATION

The attached MOU would allow undergraduates in their Junior (penultimate) year of study at Morningside University to apply for admission to the USD Knudson School of Law's Juris Doctor (JD) Program. Pursuant to the provisions of this MOU, students who successfully advance through one year of the JD Program will satisfy the remaining requirements for a bachelor's degree from Morningside University.

Board office staff recommends approval of the MOU.

ATTACHMENTS

Attachment I – Memorandum of Understanding: USD & Morningside University

DRAFT MOTION 20211208_5-F:

I move to approve the Memorandum of Understanding between the University of South Dakota and Morningside University, as presented.

MEMORANDUM OF
UNDERSTANDING BETWEEN
THE UNIVERSITY OF SOUTH DAKOTA KNUDSON SCHOOL OF LAW
AND MORNINGSIDe UNIVERSITY REGARDING "3+3"
ADMISSIONS POLICY

The University of South Dakota Knudson School of Law and Morningside University desire to coordinate their programs to allow undergraduates in their Junior (penultimate) year of study to apply for admission to South Dakota Law's Juris Doctor (JD) Program. Pursuant to the provisions of this Memorandum of Understanding, students who successfully advance through one year of the Knudson School of Law's JD Program will satisfy the remaining requirements for a bachelor's degree from Morningside University.

The Knudson School of Law and Morningside University agree as follows:

1. As part of its regular admissions process, the Knudson School of Law will include in the applicant pool for its JD Program any Qualified Applicant from Morningside University. "Qualified Applicant" shall mean an undergraduate student who:
 - a. is enrolled in a bachelor's-degree program at Morningside University;
 - b. timely submits a completed application to the Knudson School of Law during his or her junior year for that year's admissions cycle; and
 - c. takes the Law School Admissions Test (LSAT) and timely submits the reported score to the Knudson School of Law.
2. Knudson School of Law agrees to consider the applications of all Qualified Applicants and offer admission to those who meet the admissions criteria for that year's entering class, subject to limits on available seats due to class size.
3. Morningside University agrees that the successful completion of the first year of the University of South Dakota Knudson School of Law's JD Program by a Qualified Applicant will qualify him or her for a bachelor's degree from Morningside University. Morningside University will certify degree completion and conferral of any Qualified Applicant at his or her request or the request of the Knudson School of Law.
 - a. Knudson School of Law retains the sole right to determine whether a student has successfully completed the first year of the JD Program, be based on satisfactory completion of all regular academic requirements and the absence of any conduct that would prevent the student from continuing the JD program.
 - b. Morningside University retains the right to impose its own requirements for degree conferral and Qualified Applicant status, such as the completion of specified courses, a GPA above a specified threshold, etc.
4. This Memorandum of Understanding shall remain in effect until July 31st next

following its adoption. It shall automatically renew for five succeeding 12-month terms beginning on August 1 unless either party gives written notice of termination to the other prior to that date. It may also be terminated at any time upon written notice if it becomes inconsistent with the standards or requirements of an accrediting or governing body of either the University of South Dakota or Morningside University.

This Memorandum reflects the understanding of the University of South Dakota Knudson School of Law and Morningside University, as signified by their respective authorized signatures below.

UNIVERSITY OF SOUTH DAKOTA

MORNINGSIDE UNIVERSITY

Kurt Hackemer
Vice-President of Academic Affairs
and Provost

Christopher Spicer
Vice President for Academic
Affairs

Date:

Date: