

**SOUTH DAKOTA BOARD OF REGENTS**

**Academic and Student Affairs**  
**Consent**

**AGENDA ITEM: 5 – A**  
**DATE: March 29-30, 2023**

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**SUBJECT**

**USD Law School Admission MOUs**

**CONTROLLING STATUTE, RULE, OR POLICY**

[BOR Policy 2:5](#) – Seamless Transfer of Credit

[BOR Policy 2:5:2](#) – External (Non-Regental System) Accredited University/College  
Transfer of Credit

**BACKGROUND / DISCUSSION**

The University of South Dakota (USD) seeks approval for two MOUs regarding admission to the University of South Dakota Knudson School of Law for undergraduate students at both Mount Marty University (MMU) and the University of Sioux Falls (USF). The MOUs create a 3+3 program between MMU/USF and USD, with students completing the final year of their bachelor’s degree at USD as a law school student.

**IMPACT AND RECOMMENDATION**

The agreements would classify students from MMU & USF meeting certain criteria as Qualified Applicants to the Knudson School of Law. Qualified Applicants would include any student who: 1) is enrolled in a bachelor’s degree program at MMU or USF; 2) submits a completed and timely application to the Knudson School of Law during the student’s junior year for that year’s admissions cycle; and 3) takes the LSAT and submits the score to the Knudson School of Law.

The 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. Students will take courses at the Knudson School of Law for the fourth year of their Bachelor’s degree, creating a 3+3 program. MMU & USF will award bachelor’s degrees upon successful completion of the first year of USD’s JD program by a Qualified Applicant.

Board staff recommends approval.

**ATTACHMENTS**

Attachment I – USD MOU: Mount Marty University (MMU)

Attachment II – USD MOU: University of Sioux Falls (USF)

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**DRAFT MOTION 20230329\_5-A:**

I move to approve the University of South Dakota’s Memorandums of Understanding with Mount Marty University and the University of Sioux Falls, as presented.

MEMORANDUM OF  
UNDERSTANDING BETWEEN  
THE UNIVERSITY OF SOUTH DAKOTA KNUDSON SCHOOL OF LAW AND  
MOUNT MARTY UNIVERSITY, 1105 W. 8TH ST., YANKTON, SD 57078,  
REGARDING "3+3" ADMISSIONS POLICY

The University of South Dakota Knudson School of Law and Mount Marty 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 Mount Marty University.

The Knudson School of Law and Mount Marty 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 Mount Marty University. "Qualified Applicant" shall mean an undergraduate student who:
  - a. is enrolled in a bachelor's-degree program at Mount Marty 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. Mount Marty 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 Mount Marty University. Mount Marty 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, 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. Mount Marty 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 31<sup>st</sup> 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 Mount Marty University.

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

UNIVERSITY OF SOUTH DAKOTA

MOUNT MARTY UNIVERSITY

Kurt Hackemer  
Vice-President for Academic Affairs  
& Provost

Marc Long  
President

Date:

Date:

MEMORANDUM OF  
UNDERSTANDING BETWEEN  
THE UNIVERSITY OF SOUTH DAKOTA KNUDSON SCHOOL OF LAW AND  
UNIVERSITY OF SIOUX FALLS, 1101 W 22ND ST, SIOUX FALLS, SD 57105,  
REGARDING "3+3" ADMISSIONS POLICY

The University of South Dakota Knudson School of Law and University of Sioux Falls 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 the University of Sioux Falls.

The Knudson School of Law and University of Sioux Falls 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 University of Sioux Falls. "Qualified Applicant" shall mean an undergraduate student who:
  - a. is enrolled in a bachelor's-degree program at University of Sioux Falls;
  - 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. University of Sioux Falls 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 University of Sioux Falls. University of Sioux Falls 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. University of Sioux Falls 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 31<sup>st</sup> 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 University of Sioux Falls.

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

UNIVERSITY OF SOUTH DAKOTA

UNIVERSITY OF SIOUX FALLS

Kurt Hackemer  
Vice-President for Academic Affairs  
& Provost

Brett Bradfield  
President

Date:

Date: