MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN UNIVERSITY OF ALASKA FAIRBANKS College of Liberal Arts <u>AND</u> Gonzaga University School of Law

A. <u>Counterpart's Name, City, State, and Country</u>

Gonzaga University School of Law Spokane, Washington United States

B. <u>Description of MOU:</u>

3 + 3 Law School Admissions Program: This program gives University of Alaska Fairbanks (UAF) students priority consideration for admission to Gonzaga Law School so long as they meet Gonzaga Law School's admission requirements. The program also allows students to complete their baccalaureate degree and Juris Doctor in six years (three at UAF and three at Gonzaga Law School) rather than in the usual seven years.

C. Point of contact for UAF:

Ellen D.S. Lopez, MPH, PhD Dean College of Liberal Arts University of Alaska Fairbanks Phone: (907) 474-7231 Email: edlopez@alaska.edu

D. Point of contact for counterpart

Luke Cairney Director of Admissions Gonzaga University School of Law <u>cairney@gonzaga.edu</u> admissions@gonzaga.edu 509-313-5332

E. <u>Physical or Geographic Location of Work</u>

Gonzaga University School of Law 721 N. Cincinnati Spokane, WA 99202

F. <u>Period of agreement:</u>

Start date:	August 1, 2024
End date:	July 31, 2029

This MOU may be renewed for additional periods of five years if both institutions agree in writing. The parties also agree that either party for any reason may terminate this agreement at any time by giving the other party at least six (6) months advance written notice of the party's intent to terminate.

A periodic review of the agreement and the curriculum of both the University of Alaska Fairbanks (UAF) and Gonzaga Law will be made by representatives from each institution. Either party may terminate the agreement with or without cause with 90 days of notice. Students who are already accepted and registered, as well as those who are matriculated, will be allowed to continue with the 3 + 3 program.

This agreement is not exclusive, and either party may enter into similar agreements with any other party. This agreement will be in effect beginning the Fall 2024 semester and will be reviewed periodically to ensure any updates of courses or requirements from either institution are reflected for accuracy (unless terminated as stated previously).

G. Purpose:

This memorandum of understanding between the University of Alaska Fairbanks ("UAF") and the Gonzaga University School of Law ("Gonzaga Law") establishes the parameters for a "3 + 3 Program." The purpose of this program is to allow University of Alaska Fairbanks students to complete both a baccalaureate degree and Juris Doctor in six years rather than the more typical seven years.

H. Background:

UAF has students focusing on pre-law courses who intend to go to law school. Since Alaska has no law school at the present time, 3 + 3 programs such as this one provide a valuable opportunity for UAF students. Likewise, it is expected that this agreement will aid Gonzaga Law School in recruiting UAF students.

I. **Objective goals:**

The goals of this agreement are, first, to assist the University of Alaska Fairbanks in recruiting and retaining talented undergraduate students interested in a career in law; and second, to assist Gonzaga Law in recruiting talented and motivated University of Alaska Fairbanks students.

J. <u>Responsibilities/Implementation:</u>

CRITERIA FOR APPLICATION

UAF students seeking admission to Gonzaga Law through the 3 + 3 Program must meet the following criteria:

1. Successful completion of at least 92 undergraduate semester hours, including the completion of all UAF general education requirements.

2. While no specific areas of study or disciplines are required for the 3 + 3 Program, students must choose a major and obtain at least 18 semester hours with a grade of C or better contributing toward that major, with at least 6 of those semester hours at the 300-400 level.

3. Successful completion of required program courses.

4. Provide written approval from the appropriate UAF official indicating that the applicant will meet all UAF graduation requirements for early entry to Gonzaga Law prior to enrolling in law school.

5. Be accepted to Gonzaga Law through its established admissions process.

GONZAGA LAW SCHOOL ADMITTANCE PROCESS

1.3 + 3 students should apply for early admission to the Law School during their third year of undergraduate study. Application materials are typically required by no later than March 15 in the calendar year a candidate hopes to begin their studies at Gonzaga Law.

2. Criteria for consideration for admittance to Gonzaga Law:

a. Students meeting or exceeding the previous year's GPA/LSAT medians are given priority consideration for admission to Gonzaga Law, subject to the holistic review process and consideration of the applicant's character and fitness to eventually be licensed to practice law. Gonzaga Law reserves the right to deny admission to applicants who otherwise meet or exceed the GPA and LSAT medians if, in its sole discretion, the applicant is not otherwise prepared or eligible for admission.

b. Successful completion of 92 credits from the University of Alaska Fairbanks by the end of their third year (six semesters). Upon completion of 92 credits, the student should have met all undergraduate degree requirements outlined in the Criteria for Application above, except for the final 28 undergraduate credits required under UAF's 120-credit undergraduate degree policy. Should Gonzaga Law's 1L curriculum change from a required 28 credits, the UAF credit requirement will be adjusted to ensure completion of the 120 credits required for graduation. Gonzaga Law will notify UAF in writing should academic changes occur.

c. LSAT and undergraduate grade point average (UGPA) requirements:

i. The applicant's LSAT score must exceed or be equal to the median LSAT score of the preceding year's entering law class at Gonzaga Law.
ii. Upon completing their fifth semester at UAF, 3 + 3 student candidates are encouraged to maintain a UGPA equaling or exceeding the median UGPA of the preceding year's entering 1L class at Gonzaga Law.

iii. Failure to achieve the minimum LSAT score and UGPA requirement does not result in denial of admission, but rather does not qualify the applicant for priority consideration for admittance to Gonzaga Law. iv. In the event an applicant does not meet the criteria above and is ultimately denied admittance to Gonzaga Law, the student will be required to have a plan in place that will allow them to continue their undergraduate studies and complete the remaining requirements for the conferral of a bachelor's degree.

PROCEDURES

UAF students who meet these criteria must apply to Gonzaga Law, including submission of LSAT scores. During the Final Registration/Advising Term in the spring prior to the year the student will apply to Gonzaga Law, a student interested in the 3 + 3 Program should work with the UAF pre-law advisor to obtain a transition packet in preparation for applying to Gonzaga Law. Students must complete any additional paperwork or applications necessary. Students should apply to Gonzaga Law through its rolling application process no later than March 15th of the calendar year they hope to begin their studies. To meet that deadline, students should, in the fall semester of the academic year before they plan to attend Gonzaga Law, work with their program advisor(s), the UAF Office of the Registrar and the pre-law advisor to confirm that they are on track for completing the 92 required UAF credits. The decision to accept a qualified student into the 3 + 3 Program will be made by Gonzaga Law. Applicants for the 3 + 3 Program will receive priority review.

Upon admission by Gonzaga Law, the student must submit a copy of the letter of acceptance to UAF. Prior to the student's matriculation to the Law School, UAF will provide documentation to Gonzaga Law acknowledging that the student has completed

all UAF requirements necessary for participation in the 3 + 3 Program.

A UAF student accepted into the 3 + 3 Program may count 28 Gonzaga Law semesterhour credits toward completion of the UAF baccalaureate degree. Award of the baccalaureate degree by UAF requires completion of all UAF graduation requirements as agreed upon by the relevant academic department. A student accepted into the 3 + 3 Program by Gonzaga Law must complete all Gonzaga Law requirements in order to receive the J.D. degree. Upon successful completion of the 28 law school semester-hour credits, students must submit a Gonzaga Law transcript to UAF and apply for graduation at UAF. The student is required to submit an official transcript from UAF to Gonzaga Law indicating that a bachelor's degree was conferred. Students will be responsible for requesting a transcript to be sent to UAF directly from Gonzaga's Registrar's Office at the end of their 1L year.

TUITION

During their first three years at UAF, students will pay tuition and fees to UAF at the approved undergraduate rate and be eligible to receive undergraduate financial aid. During the completion of their law degree at Gonzaga Law, students will pay tuition and fees to Gonzaga University at the approved tuition rate and receive law school financial aid. Aid may not be combined.

K. Administration:

The University of Alaska is an affirmative action/equal opportunity employer and educational institution and prohibits illegal discrimination against any individual. The University of Alaska and the Affiliate subscribe to the policy of equal opportunity and will not discriminate on the basis of race, religion, color, national origin, citizenship, age, sex, physical or mental disability, status as a protected veteran, marital status, changes in marital status, pregnancy, childbirth or related medical conditions, parenthood, sexual orientation, gender identity, political affiliation or belief, genetic information, or other legally protected status. The University of Alaska's commitment to nondiscrimination, including against sex discrimination, applies to students, employees, and applicants for admission and employment. Both institutions shall abide by these principles in the administration of this agreement and neither institution shall impose criteria which would violate the principles of non-discrimination. Both parties agree to comply with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, and Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, and related regulations, and further shall comply with all applicable federal and state laws, rules, regulations, and Executive Orders. The University is required to follow Board of Regents' Policy and University Regulation regarding harassment and discrimination reporting and investigation, regardless of where the alleged conduct occurs; Affiliate agrees to cooperate with any related processes, including interim measures and investigation. Contact information, applicable laws, and complaint procedures are included on the University of Alaska's statement of nondiscrimination available at <u>https://www.alaska.edu/nondiscrimination</u>.

To the extent that this MOU authorizes or requires either party to have access to or facilitates the use, disclosure or redisclosure of any personally identifiable student education records ("Education Records"), as such term is defined under the Family Educational Rights and Privacy Act and regulations promulgated under the Act ("FERPA"), the parties acknowledge and agree that they will both be deemed subject to FERPA, including any limitations on the scope of their use, disclosure, and redisclosure of such Education Records. Pursuant to such obligations under FERPA, the Parties agree to hold Education Records in strict confidence and to not use or disclose information from Education Records except as permitted by law and in accordance with the requirements, if any, of this Agreement. The Parties and their officers, employees, and agents shall use Education Records only for the purposes for which the disclosure was made and solely to the extent necessary to meet the terms and expectations of this MOU. Any other use, disclosure, or redisclosure is strictly prohibited. Likewise, the Parties shall not disclose any Education Records to any other third-party without the prior consent required by FERPA or as otherwise permitted by applicable law. The FERPA obligations of the Parties shall extend to any contractor or subcontractor of the Parties to whom disclosure or use is authorized under law and this MOU. In addition to the FERPA requirements above, the Parties agree to comply with any and all applicable state and federal privacy laws, including, but not limited to, the Alaska Personal Information Protection Act, in the handling of any personal or private information made accessible to a party under the terms of this MOU.

The University of Alaska Fairbanks and Gonzaga University School of Law shall abide by these principles in the administration of this MOU and neither institution shall impose criteria which would violate the principles of non-discrimination.

Neither party assumes any financial responsibility through signature on the MOU and any commitment of resources by either university for collaborative activities will require review and approval by both parties in a separate written agreement.

Both parties agree that this MOU does not create legally enforceable obligations for either party nor does it establish a standard of care attributable to the activities outlined in this MOU. The sole recourse for any breach of or disagreement pursuant to this MOU shall be termination.

This MOU may be modified at any time upon written approval of the parties. There may be no changes to the scope of this MOU without the written consent of both parties.

Signatures:

DocuSigned by:Ellen D. LoperFebruary 27, 2024C29601408603543F...Ellen D.S. Lopez, MPH, PhDDateDeanCollege of Liberal ArtsUniversity of Alaska FairbanksCollege of Liberal ArtsUniversity of Alaska FairbanksDocuSigned by:March 4, 2024Anupma PrakashDateProvost and Executive Vice Chancellor

University of Alaska Fairbanks

-DocuSigned by:

Luke Cainney

February 27, 2024

Date

Luke Cairney Director of Admissions Gonzaga University School of Law

DocuSigned by:

Jacob Rooksby, Dean Gonzaga (Babruary 28, 2024 Jacob H. Rooksby, J.D., PhD Date Dean Gonzaga University School of Law

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Sacha kopp, Provost

February 29, 2024 ______ Date

Sacha Kopp, Ph.D Provost Gonzaga University School of Law

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