



**Middle Tennessee State University  
Academic Affairs, Student Life, and  
Athletics Committee**

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10:00am CDT  
Wednesday  
October 10, 2018

MEC Training Room - 2<sup>nd</sup> Floor  
Miller Education Center  
503 East Bell Street  
Murfreesboro, Tennessee 37132





**Middle Tennessee State University  
Academic Affairs, Student Life, and Athletics Committee**

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Wednesday, October 10, 2018 – 10:00 AM

**ORDER OF BUSINESS**

- I. Call to Order
- II. Roll Call
- III. Remarks by Committee Chairperson / President
- IV. Notification of Educational Collaboration Agreement (Information) ..... [Tab 1](#)
- V. Approval of New Academic Unit (Action) ..... [Tab 2](#)
  - MTSU College of Law
- VI. Approval of New Academic Program (Action) ..... [Tab 3](#)
  - Doctor of Jurisprudence
- VII. Adjourn





**Middle Tennessee State University  
Academic Affairs, Student Life, and Athletics Committee**

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Wednesday, October 10, 2018

Tab 1

**Educational Collaboration Agreement**





**Middle Tennessee State University  
Board of Trustees**

MEETING: Academic Affairs, Student Life, and  
Athletics Committee

SUBJECT: [Educational Collaboration Agreement](#)

DATE: October 10, 2018

PRESENTER: Mark Byrnes

ACTION REQUIRED: None

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**BACKGROUND INFORMATION:**

Valparaiso University concluded it is no longer in its best interest to continue the operation of the Valparaiso University Law School in Valparaiso, Indiana and selected MTSU to receive and continue the Law School legacy. This Agreement sets forth the Parties' understanding and commitments regarding Valparaiso's gift of the Law School, as contemplated herein, and MTSU's acceptance of Valparaiso's generous contribution to the State of Tennessee.

The Educational Collaboration Agreement by and between The Lutheran University Association, Inc., D/B/A Valparaiso University and Middle Tennessee State University in furtherance of The Gift of Valparaiso University Law School from Valparaiso University to Middle Tennessee State University is attached for your information.





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**EDUCATIONAL COLLABORATION AGREEMENT**

**by and between**

**THE LUTHERAN UNIVERSITY ASSOCIATION, INC.,  
D/B/A VALPARAISO UNIVERSITY**

**and**

**MIDDLE TENNESSEE STATE UNIVERSITY**

**in furtherance of**

**THE GIFT OF VALPARAISO UNIVERSITY LAW SCHOOL  
FROM VALPARAISO UNIVERSITY  
TO MIDDLE TENNESSEE STATE UNIVERSITY**

**Date as of [\_\_\_\_\_], 2018**

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**TABLE OF CONTENTS**

	Page
<b>Article 1 USAGE .....</b>	<b>4</b>
1.1 Interpretation.....	4
<b>Article 2 TRANSFER OF ASSETS .....</b>	<b>5</b>
2.1 Transfer of Assets .....	5
2.2 Excluded Assets .....	5
2.3 Assumed Liabilities .....	6
2.4 Excluded Liabilities .....	7
2.5 Reimbursement .....	7
2.6 Transfer Date .....	7
<b>Article 3 REPRESENTATIONS AND WARRANTIES OF VALPARAISO .....</b>	<b>8</b>
3.1 Organization and Good Standing .....	8
3.2 Authority .....	8
3.3 No Conflicts.....	8
3.4 Title to Transferred Assets .....	8
3.5 Legal Proceedings; Orders .....	8
3.6 Compliance with Legal Requirements .....	9
<b>Article 4 REPRESENTATIONS AND WARRANTIES OF MTSU.....</b>	<b>9</b>
4.1 Existence.....	9
4.2 Authority.....	9
4.3 No Conflicts.....	9
4.4 Legal Proceedings.....	9
4.5 Independent Investigation.....	9
<b>Article 5 COVENANTS.....</b>	<b>10</b>
5.1 Transfer of Law School .....	10
5.2 Operation of the Law School by Valparaiso .....	10
5.3 Compliance with ABA Standards.....	11
5.4 Advisory Committee.....	11
5.5 Access to Information .....	11
5.6 Supplement to Schedules .....	11
5.7 Employees and Employee Benefits .....	11
5.8 Confidentiality .....	12
5.9 Accreditations and Consents.....	12
5.10 Books and Records.....	13
5.11 Public Announcements.....	13
5.12 Further Assurances .....	13

<b>Article 6 TERMINATION .....</b>	<b>13</b>
6.1 Termination in Regard to Accreditation.....	13
6.2 Termination in Regard to Consent(s).....	13
<b>Article 7 MISCELLANEOUS.....</b>	<b>14</b>
7.1 Expenses .....	14
7.2 Notices .....	14
7.3 Jurisdiction and Service of Process .....	15
7.4 Entire Agreement and Modification .....	15
7.5 Schedules .....	15
7.6 Assignments, Successors and no Third-Party Rights .....	16
7.7 Severability.....	16
7.8 Construction.....	16
7.9 Time of Essence .....	16
7.10 Governing Law .....	16
7.11 Execution of Agreement .....	16
7.12 Detrimental Reliance .....	16

## **EDUCATIONAL COLLABORATION AGREEMENT**

THIS EDUCATIONAL COLLABORATION AGREEMENT (the “Agreement”) is made and entered into this [\_\_\_\_\_] , 2018, by and between Middle Tennessee State University, a public university in Tennessee (“MTSU”), and The Lutheran University Association, Inc. d/b/a Valparaiso University, an Indiana nonprofit corporation (“Valparaiso”). MTSU and Valparaiso may together be referred to as the “Parties” and individually as a “Party.” Valparaiso concluded it is no longer in its best interest to continue the operation of the Valparaiso University Law School (the “Law School”) in Valparaiso, Indiana and selected MTSU to receive and continue the Law School legacy. This Agreement sets forth the Parties’ understanding and commitments regarding Valparaiso’s gift (the “Transfer”) of the Law School, as contemplated herein, and MTSU’s acceptance of Valparaiso’s generous contribution to the State of Tennessee.

### **RECITALS**

WHEREAS, as of the date hereof, Valparaiso operates the Law School in Valparaiso, Indiana;

WHEREAS, MTSU and Valparaiso desire to collaborate on the Transfer of the Law School to MTSU, including with respect to certain students, assets (including intellectual property), and employees, subject to the terms and conditions of this Agreement; and

WHEREAS, following the Transfer on July 1, 2019, Valparaiso University retains the authority to award the J.D. degree until July 1, 2020, to complete its Higher Learning Commission (HLC) provisional plan obligations with respect to law students currently enrolled in the Law School. MTSU, pending Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) approval, will assume degree-granting authority July 1, 2020.

NOW, THEREFORE, the Parties hereby agree as follows:

### **ARTICLE 1**

#### **USAGE**

- 1.1 **Interpretation.** In this Agreement, unless a clear contrary intention appears:
- (i) the singular number includes the plural number and vice versa;
  - (ii) reference to any agreement, document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof,
  - (iii) reference to any federal, state, local, municipal, foreign, international, multinational or other law, code, regulation, or treaty (“Legal Requirement”) means such Legal Requirement as amended, modified, codified, replaced or reenacted, in whole or in part, and in effect from time to time, including rules and regulations promulgated thereunder and reference to any section or other provision of any Legal Requirement means that provision of such Legal Requirement from time to time in effect and constituting the substantive amendment, modification, codification, replacement or reenactment of such section or other provision;

(iv) “hereunder,” “hereof,” “hereto,” and words of similar import shall be deemed references to this Agreement as a whole and not to any particular Section or other provision hereof, “including” (and with correlative meaning “include”) means including without limiting the generality of any description preceding such term, “or” is used in the inclusive sense of “and/or”, and with respect to the determination of any period of time “from” means “from and including” and “to” means “to but excluding;” and

(v) References to documents, instruments or agreements shall be deemed to refer as well to all addenda, exhibits, schedules or amendments thereto.

## **ARTICLE 2** **TRANSFER OF ASSETS**

2.1 Transfer of Assets. Subject to the terms and conditions set forth in this Agreement, Valparaiso shall convey by gift, to assign, transfer, and deliver to MTSU, and MTSU shall receive from Valparaiso, all of Valparaiso’s right, title, and interest in, to, and under all of the following assets (but excluding the Excluded Assets) of Valparaiso used exclusively in the operation of the Law School (collectively, the “Transferred Assets”):

(a) to the extent Valparaiso can obtain any required consent to assign, all of the intangible rights and property of Valparaiso used exclusively in the operation of the Law School (other than as set forth in Section 2.2 (a), including, without limitation, all licenses, trademarks, tradenames, copyrights, patents and patent applications, software and other intangible rights, curriculum, and co-curriculum, student affairs programming, library operations expertise, and the know-how to operate an American Bar Association (“ABA”) accredited law school, including those items listed on Schedule 2.1(a) (the “Intellectual Property Assets”);

(b) all contracts set forth on Schedule 2.1(b), to which Valparaiso is a party, and that with respect to Valparaiso exclusively relate to the Law School, that the Parties agree in writing and by supplement to Schedule 2.1(b) to be included in the Transferred Assets after the date of this Agreement (the “Assumed Contracts”); and

(c) certain tangible property assets, including information technology assets and assets used in connection with the Law School’s library, as agreed upon by the Parties after the date of this Agreement as set forth in Schedule 2.1(c). Delivery of the transferred assets will be deemed to occur in Valparaiso, Indiana and MTSU is responsible for all costs for moving such transferred assets to Tennessee.

2.2 Excluded Assets. Other than the Transferred Assets, MTSU expressly understands and agrees that it is not receiving, and Valparaiso is not assigning any other assets or properties of Valparaiso, and all such other assets and properties shall be excluded from the Transferred Assets (the “Excluded Assets”). Excluded Assets include the following assets and properties of Valparaiso:

(a) all of the intangible rights and property of Valparaiso to use the names “Valparaiso,” “Valparaiso University,” “Valpo,” or “VU,” including any copyrights, website, or

domain names, and all of the intangible rights and property of Valparaiso that are related to the physical location of the Law School in Valparaiso, Indiana;

(b) any books and records, including all books and records related to the students, faculty, and employees of the Law School;

(c) any intangible rights and property of faculty members of the Law School, including syllabi, classroom materials, and other copyrightable materials developed by faculty members;

(d) all cash and cash equivalents or bank accounts of Valparaiso;

(e) all investment assets of Valparaiso, including restricted and endowment assets;

(f) all real or tangible personal property interests owned or leased by Valparaiso (other than those set forth in Section 2.1(c)); and

(g) all assets, properties, and rights of Valparaiso not used exclusively in the operation of the Law School.

2.3 Assumed Liabilities. Subject to the terms and conditions set forth herein, MTSU shall assume and agree to pay, perform and discharge when due any and all liabilities of Valparaiso related to each Transferred Asset that arise on or after the Transfer Date of such Transferred Asset, including without limitation, all liabilities in respect of each Assumed Contract to the extent that such liabilities thereunder are required to be performed on or after the Transfer Date (as defined in 2.6) of such Assumed Contract (collectively, the “Assumed Liabilities”). The Assumed Liabilities shall not include the Excluded Liabilities. MTSU will be responsible for all obligations and liabilities related to the operation of the Law School by MTSU in Murfreesboro, Tennessee, which MTSU and Valparaiso expect will begin on July 1, 2019.

MTSU appoints Valparaiso as the agent of MTSU to assist with the operation of the Law School in Murfreesboro, Tennessee for the 2019-2020 academic year on the terms set forth in this Agreement. MTSU appoints Valparaiso as the agent of MTSU until such time as MTSU receives accreditation from the Southern Association of Colleges and Schools for the operation of the Law School in Murfreesboro, Tennessee to take such actions as may be reasonable for Valparaiso to further the continued operations of the Law School in Murfreesboro, Tennessee. Valparaiso, as the agent of MTSU, will recruit and admit qualified students pursuant to the admissions policies, practices, and criteria upon which the Parties mutually agree. Further, at any time that Valparaiso takes any action related to the Law School’s operation in Murfreesboro, Tennessee in furtherance of these agency responsibilities, it does so solely and exclusively in a capacity as the agent of MTSU on the terms set forth in this Agreement. Valparaiso agrees to act in good faith in carrying out its duties as agent of MTSU.

The Parties recognize and accept the potential for claims, lawsuits, litigation, investigations, depositions, or any other adversary requests related to enrollment in, or the operations of, the Law School in Murfreesboro, Tennessee, or the Transfer memorialized in this Agreement. In the event claims, lawsuits, litigation, investigations, depositions, or any other investigatory or adversary requests occur, and to the extent that Valparaiso is a named defendant or is otherwise involved in the claims, lawsuits, litigation, investigations, depositions, or any other

investigatory or adversary requests, MTSU will defend any such action arising from or related to Valparaiso's acts as MTSU's agent.

Nothing in this Agreement changes that MTSU remains solely responsible for the acts and omissions on its part. This includes any such claims, lawsuits, litigation, investigation, depositions, or any other investigatory or adversary requests by a Tennessee state agency, anyone or any entity on behalf of the State of Tennessee, or a federal agency.

MTSU agrees to defend Valparaiso to the extent Valparaiso is acting as agent for MTSU in accordance with this Agreement in recruitment and student acceptance activities in accordance with this Agreement.. MTSU agrees to defend Valparaiso to the extent that any claims, lawsuits, litigation, investigation, deposition, or other adversary request arises from or related to Valparaiso's assistance in operating the Law School in Murfreesboro, Tennessee as requested by MTSU or in accordance with this Agreement. MTSU agrees to defend any employee or representative of Valparaiso acting in the same agency capacity and at the same direction of MTSU on the terms set forth in this Agreement. Notwithstanding the foregoing, MTSU will have no obligation to defend any act or omission of Valparaiso or any employee or representative thereof that arises from or relates to any gross negligence or willful misconduct by Valparaiso or any employee or representative thereof.

MTSU represents that the provisions contained in Section 2.3 are legal and enforceable under Tennessee law.

2.4 Excluded Liabilities. MTSU shall not assume and shall not be responsible to pay, perform or discharge any liabilities of Valparaiso related to any Transferred Asset that arose prior to the Transfer Date of such Transferred Asset, and any liabilities of Valparaiso relating to or arising out of the Excluded Assets (collectively, the "Excluded Liabilities").

2.5 Reimbursement. Since the Transfer is a gift, the Parties intend for the Transfer to be revenue neutral. MTSU recognizes that the Transfer as a gift of the Law School has caused and will continue to cause Valparaiso to have significant costs and expenses. MTSU hereby agrees that such costs and expenses will be significantly more than Two Million Dollars (\$2,000,000.00). MTSU hereby agrees to reimburse Valparaiso an amount equal to Two Million Dollars (\$2,000,000.00) upon receipt of a general invoice from Valparaiso, payable as follows:

(a) on each of August 1, 2022; August 1, 2023; and August 1, 2024, MTSU shall pay to Valparaiso an amount equal to \$666,666.67 by wire transfer of immediate available funds to an account designated in writing by Valparaiso to MTSU; and

(b) Separate and apart from all amounts discussed in Sections 2.5(a), MTSU hereby agrees to reimburse Valparaiso for the cost of liability insurance procured by Valparaiso in conjunction with this Transfer for a period of five years. MTSU agrees to pay this reimbursement of the premium amount within 30 days of presentation of an invoice from Valparaiso detailing the cost of the liability insurance.

(c) The parties acknowledge the necessity of marketing and recruiting an incoming first year class for academic year 2019-2020 to enroll at the Law School in Murfreesboro, Tennessee. As provided in Section 2.3, certain Valparaiso employees shall act as agents of MTSU

for the purpose of marketing and recruiting these students. Separate and apart from all amounts discussed in Sections 2.5(a), (b), and (c), upon receipt of invoices from Valparaiso, MTSU shall reimburse Valparaiso for the wages, costs and expenses of these individuals in performing marketing and recruiting activities and services. The Parties intend these expenses to be incurred and reimbursed on a monthly basis, beginning July 1, 2018.

2.6 Transfer Date. Subject to the terms and conditions of this Agreement, the transfer of each Transferred Asset and Assumed Liability shall occur on the time, date and place as the Parties shall mutually agree (the date of transfer with respect to each Transferred Asset and Assumed Liability, the “Transfer Date”). On the Transfer Date for each Transferred Asset and Assumed Liability, each Party agrees to deliver any approval, consent, ratification, waiver or other authorization; bills of sale; assignments; certificates of title; or other documents as may reasonably be requested by the other Party in order to effectuate such transfer. In the event any Transferred Asset or Assumed Liability is not transferred prior to July 1, 2019, all remaining Transferred Assets and Assumed Liabilities shall be deemed transferred effective July 1, 2019. Notwithstanding the foregoing, MTSU agrees, and the Parties contemplate, that they will enter a separate Shared Services Agreement to provide Valparaiso access to the Transferred Assets as necessary in order to carry out the remaining education services at the Law School in Valparaiso, Indiana.

### **ARTICLE 3**

#### **REPRESENTATIONS AND WARRANTIES OF VALPARAISO**

Subject to obtaining the necessary consents as set forth in Section 5.9, Valparaiso represents and warrants to MTSU as follows:

3.1 Organization and Good Standing. Valparaiso is a nonprofit corporation duly organized, validly existing and in good standing under the laws of the State of Indiana. Valparaiso has full ownership of and authority over the Transferred Assets.

3.2 Authority. Valparaiso has all necessary corporate power and authority to enter into this Agreement, to carry out its obligations hereunder, and to consummate the Transfer. The execution and delivery by Valparaiso of this Agreement, the performance by Valparaiso of its obligations hereunder and the consummation by Valparaiso of the Transfer have been duly authorized by all requisite corporate action on the part of Valparaiso. Subject to Section 5.9, this Agreement has been duly executed and delivered by Valparaiso, and (assuming due authorization, execution and delivery by MTSU) this Agreement constitutes a legal, valid and binding obligation of Valparaiso, enforceable against Valparaiso in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar applicable Legal Requirements affecting creditors’ rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity).

3.3 No Conflicts. The execution, delivery and performance by Valparaiso of this Agreement, and the consummation of the Transfer, do not and will not result in a material violation or breach of any Legal Requirement or Governmental Authorization applicable to Valparaiso.



3.4 Title to Transferred Assets. Valparaiso has good and valid title to all of the Transferred Assets, free and clear of all liens, claims, and encumbrances and will transfer to MTSU such Transferred Assets free and clear of all liens, claims and encumbrances.

3.5 Legal Proceedings; Orders.

(a) There are no claims, actions, causes of action, demands, lawsuits, arbitrations, inquiries, audits, notices of violation, proceedings, litigation citations, summons, subpoenas, or investigations of any nature, whether at law or in equity pending or, to Valparaiso's knowledge, threatened against or by Valparaiso: (i) relating to the Transferred Assets, or the Assumed Liabilities; or (ii) that challenge or seek to prevent, enjoin, or otherwise delay the Transfer.

(b) There are no outstanding orders against, relating to, or affecting the Law School or the Transferred Assets.

3.6 Compliance with Legal Requirements. To the best of its knowledge, Valparaiso is in compliance with all Legal Requirements applicable to the operations of the Law School as currently conducted or the ownership and use of the Transferred Assets.

**ARTICLE 4**  
**REPRESENTATIONS AND WARRANTIES OF MTSU**

Subject to obtaining the necessary consents as set forth in Section 5.9, MTSU represents and warrants to Valparaiso as follows:

4.1 Existence. MTSU is a public university validly existing under the laws of the State of Tennessee, with full power and authority to own and operate its assets.

4.2 Authority. MTSU has all necessary corporate power and authority to enter into the Agreement, to carry out its obligations hereunder and to consummate the Transfer. The execution and delivery by MTSU of this Agreement, the performance by MTSU of its obligations hereunder and the consummation by MTSU of the Transfer have been duly authorized by all requisite corporate action on the part of MTSU. Subject to Section 5.9, this Agreement has been duly executed and delivered by MTSU, and (assuming due authorization, execution and delivery by Valparaiso) this Agreement constitutes a legal, valid and binding obligation of MTSU, enforceable against MTSU in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar Legal Requirements affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity).

4.3 No Conflicts. The execution, delivery and performance by MTSU of this Agreement, and the consummation of the Transfer, do not and will not result in a material violation or breach of any provision of any Legal Requirement or Governmental Authorization applicable to MTSU.

4.4 Legal Proceedings. There are no claims, actions, causes of action, demands, lawsuits, arbitrations, inquiries, audits, notices of violation, proceedings, litigation, citations, summons, subpoenas, or investigations of any nature, whether at law or in equity pending or, to

MTSU's knowledge, threatened against or by MTSU that challenge or seek to prevent, enjoin, or otherwise delay the Transfer.

4.5 Independent Investigation. MTSU has conducted its own independent investigation, review and analysis of the Law School and the Transferred Assets, and acknowledges that it has been provided adequate access to the personnel, properties, assets, premises, books and records, and other documents and data of Valparaiso for such purpose. MTSU acknowledges and agrees that: (a) in making its decision to enter into this Agreement and to consummate the Transfer, MTSU has relied solely upon its own investigation and the express representations and warranties of Valparaiso set forth in Article 3 of this Agreement; and (b) neither Valparaiso nor any other person has made any representation or warranty as to Valparaiso, the Law School, the Transferred Assets or this Agreement, except as expressly set forth in Article 3 of this Agreement.

## **ARTICLE 5** **COVENANTS**

### 5.1 Transfer of Law School.

(a) Valparaiso and MTSU agree to use good faith efforts, as part of the gift of the Law School, to (i) transfer the activities of the Law School from the campus of Valparaiso in Valparaiso, Indiana to the campus of MTSU in Murfreesboro, Tennessee, and (ii) cause the Law School to maintain its ABA Accreditation through the transfer process (including using good faith efforts to cause a sufficient number of faculty of the Law School to agree to transfer to MTSU).

(b) Prior to the Transfer Date, the Law School will continue to operate its academic program for the students remaining in the Law School in Valparaiso, Indiana according to the ABA standards.

(c) Following the Transfer Date, MTSU will accept all completed credits earned by Law School students while enrolled at the Law School at Valparaiso towards Law School programs at MTSU.

(d) Valparaiso will confer degrees upon students enrolled at the Law School who complete the requirements for a Law School Degree prior to July 1, 2020.

(e) MTSU shall provide the facilities and operating liquidity to operate the Law School in Murfreesboro, Tennessee.

(f) After the Transfer to MTSU, the Law School will operate with a name as determined by MTSU.

(g) The Parties agree to take all reasonable actions necessary so that the Law School may admit a first-year class in August 2019 at MTSU, subject to any regulatory approvals or accreditations necessary to do so.

(h) If any students of the Law School, currently enrolled prior to the Transfer Date, desire to complete their legal education in Valparaiso, Indiana, the Parties will take all actions reasonably necessary to ensure that such students will be able to complete their legal education.

(i) The Parties shall take all reasonable actions to maintain ABA Accreditation of the Law School throughout the transfer process.

5.2 Operation of the Law School by Valparaiso. Prior to the Transfer of the Law School to MTSU, Valparaiso shall use commercially reasonable efforts to maintain and preserve intact its current organization and operations of the Law School. The Parties understand and agree that certain changes to the Law School's organization and operations may change in light of the fact that Valparaiso may not admit a first-year class for the fall of 2018 and every semester thereafter.

5.3 Compliance with ABA Standards. MTSU shall take all actions necessary to ensure that the Law School at MTSU will comply with all standards of the ABA.

5.4 Advisory Committee. The Parties agree that promptly after the date hereof, the Parties will establish an advisory committee to oversee the transition of the Law School to MTSU. The advisory committee will include representatives of both MTSU and Valparaiso and be composed of a number of individuals from each of MTSU and Valparaiso agreed upon by the Parties. The advisory committee will meet as is required, but not less than twice per year, until such time that the Law School has been completely transferred to MTSU, provided that the advisory committee shall remain in effect at least until the first graduating class of the Law School at MTSU has finished their education and all reports regarding those graduates have been made to the ABA.

5.5 Access to Information. From the date hereof until the transfer of the Transferred Assets, Valparaiso shall afford MTSU and its representatives reasonable access to and the right to inspect all of the properties, assets, premises, books and records, Assumed Contracts and other documents and data related to the Law School, provided, however, that (a) any such inspection shall be conducted during normal business hours upon reasonable advance notice to Valparaiso, under the supervision of Valparaiso's personnel and in such a manner as not to interfere with the operation of the Law School and (b) Valparaiso shall not be required to provide access to any books or records where such access would violate any Legal Requirement.

5.6 Supplement to Schedules. Prior to the transfer of the Transferred Assets, Valparaiso shall supplement or amend any Schedules hereto with respect to any material matter hereafter arising or of which it becomes aware after the date hereof.

5.7 Employees and Employee Benefits.

(a) As used herein, "Benefit Plans" means with respect to either Party as set forth in the Party's applicable faculty and/or employee handbook or other official university documents that set forth benefits, any benefit, retirement, employment, consulting, compensation, incentive, bonus, change in control, severance, vacation, paid time off, welfare and fringe benefit agreement, plan, policy and program in effect and covering one or more employees, former employees, current or former directors or the beneficiaries or dependents of any such persons, and is maintained,

sponsored, contributed to, or required to be contributed to by the applicable Party, or under which the applicable Party has any material liability for premiums or benefits.

(b) By February 28, 2019, MTSU shall offer employment to certain employees of Valparaiso who work for the Law School (the employees who accept such employment, the “Transferred Employees”). The Parties shall agree upon a date on which the employment of such Transferred Employee will transfer from Valparaiso to MTSU. MTSU shall reimburse each Transferred Employee for moving expenses (subject to reasonable limitations established by MTSU) incurred by such Transferred Employee in connection with their relocation subject to limitations set out in MTSU Policy 800 General Personnel.

(c) During the period of 12 months commencing on the date that a Transferred Employee is transferred to MTSU in accordance with Section 5.7(a) (or if earlier, the date of the Transferred Employee’s termination of employment with Valparaiso), MTSU shall, provide each Transferred Employee with: (i) base salary or hourly wages which are no less than the base salary or hourly wages provided by Valparaiso immediately prior to the transfer of such Transferred Employee; (ii) retirement and other benefits consistent with those offered other employees of MTSU.

(d) To the extent permitted by law, as of the date Transferred Employees of Valparaiso are transferred to MTSU, MTSU shall recognize all service of the Transferred Employees with Valparaiso as if such service were with MTSU for vesting, eligibility and accrual purposes. However, such service shall not be recognized to the extent that (i) such recognition would result in a duplication of benefits or (ii) such service was not recognized under the corresponding Benefit Plan of Valparaiso.

(e) With regard to Transferred Employees who have attained tenure or who are on tenure track with Valparaiso, MTSU shall recognize such tenure status and years of service toward tenure as if such service were with MTSU. With regard to Transferred Employees who hold faculty rank at Valparaiso, MTSU shall appoint them at the corresponding rank and credit years of service toward promotion as if such service were with MTSU.

(f) This Section 5.7 shall be binding upon and inure solely to the benefit of each of the Parties, and nothing in this Section 5.7, express or implied, shall confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Section 5.7. Nothing contained herein, express or implied, shall be construed to establish, amend or modify any benefit plan, program, agreement or arrangement. The Parties acknowledge and agree that the terms set forth in this Section 5.7 shall not create any right in any Transferred Employee or any other person to any continued employment with MTSU, compensation or benefits of any nature or kind whatsoever.

5.8 Confidentiality. Information relating to each institution has been shared between the Parties while each assessed the viability of the Transfer of the Law School from Valparaiso to MTSU. The Parties have shared and may continue to share this information, as appropriate, with its officers, directors, agents, accountants, attorneys, consultants and such others as have a need to know, as well as, with the ABA, the Board of Professional Responsibility of Tennessee or Indiana;

the Supreme Court of Tennessee or Indiana; the Attorney General of Tennessee or Indiana; the Tennessee Higher Education Commission and Student Assistance Corporation; the Southern Association of Colleges and Schools, the Higher Learning Commission; the United States Department of Education; or other governmental or accrediting body whose approval is required to complete the Transfer. Each Party agrees that it will not disclose information relating to the other Party without that Party's prior consent, subject, however, to court order or subpoena, or as otherwise required by law.

5.9 Accreditations and Consents. Each Party hereto shall use its reasonable best efforts to obtain, or cause to be obtained or maintain, all accreditations, consents, and degree granting authority from all persons, governmental bodies, entities, departments, associations, commissions, or other organizations that may be or become necessary or advisable for the Transfer pursuant to this Agreement and the establishment of the Law School at MTSU, including the maintenance of ABA Accreditation. Each Party shall cooperate fully with the other Party in promptly seeking to obtain or maintain all such accreditations and consents. The Parties shall not willfully take any action that will have the effect of delaying or impeding the receipt or maintenance of any required accreditations or consents. It is understood that Valparaiso University will retain degree-granting authority until July 1, 2020. Finally, it is understood that to the extent any obligations or requirements hereunder are considered contingencies or contingent upon the legal enforceability of this contract, any and all such contingencies will have been met and/or expired by February 28, 2019.

5.10 Books and Records. For a period of time for five years following the date hereof, Valparaiso agrees to (i) retain the books and records of Valparaiso with respect to the Law School, and (ii) upon reasonable notice, afford MTSU's representatives reasonable access (including the right to make, at MTSU's expense, photocopies), during normal business hours, to such books and records. Valparaiso shall be obligated to provide MTSU with access to any books or records pursuant to this Section 5.10, except where such access would violate any Legal Requirement.

5.11 Public Announcements. The Parties will confer and consult each other concerning public announcements regarding this Agreement or the Transfer. The Parties shall cooperate as to the timing and contents of any such announcement. Valparaiso agrees that MTSU may post, publish, or otherwise display a "Frequently Asked Questions" or similar informative posting on its website regarding the Transfer, after receiving approval from Valparaiso on the content of such posting.

5.12 Further Assurances. The Parties shall cooperate reasonably with each other and with their respective representatives to facilitate the Transfer.

## **ARTICLE 6** **TERMINATION**

6.1 Termination in Regard to Accreditation. At any time prior to February 28, 2019, this Agreement may be terminated, and the Transfer abandoned, by written notice to the other Party, if the Law School has not maintained full ABA accreditation or other material accreditation through the Transfer process; if the Law School has not maintained provisional ABA accreditation

through the Transfer process; if the ABA, at any time during the Transfer process, determines that the Law School will not continue to have full accreditation or will not otherwise receive either provisional or full accreditation after the Transfer is complete. The decision whether to terminate and abandon the Transfer shall not require the mutual approval or consent, written or otherwise, of both Parties and either MTSU or Valparaiso may unilaterally terminate and abandon the Transfer as set forth herein. This provision expires on February 28, 2019 and cannot be invoked at any time thereafter.

6.2 Termination in Regard to Consent(s). At any time prior to February 28, 2019, this Agreement may be terminated, and the Transfer abandoned, by written notice to the other Party, due to the inability or failure of either Party to obtain all required consents at set forth in Section 5.9. The decision whether to terminate and abandon the Transfer shall not require the mutual approval or consent, written or otherwise, of both Parties and either MTSU or Valparaiso may unilaterally terminate and abandon the Transfer as set forth herein.

6.3 Termination by Mutual Consent. This Agreement may be terminated, and the Transfer abandoned, by the mutual written consent of both Parties.

6.4 Teach Out. In the event this Agreement is terminated at any time, pursuant to any of the provisions of Article 6 or otherwise, MTSU shall have the sole and exclusive duty, obligation, and responsibility to teach out or otherwise administratively process any student recruited to or enrolled in the Law School at Murfreesboro, Tennessee. Valparaiso shall have no responsibility whatsoever with respect to such students in the event this Agreement is terminated for any reason

In the event this Agreement is terminated at any time, pursuant to any of the provisions of Article 6 or otherwise, Valparaiso shall have the sole and exclusive duty, obligation, and responsibility to teach out or otherwise administratively process any student recruited to or enrolled in the Law School at Valparaiso, Indiana. MTSU shall have no responsibility whatsoever with respect to such students in the event this Agreement is terminated for any reason.

## **ARTICLE 7** **MISCELLANEOUS**

7.1 Expenses. Except as otherwise provided in this Agreement, each Party to this Agreement will bear its respective fees and expenses incurred in connection with the preparation, negotiation, execution and performance of this Agreement and the Transfer, including all fees and expenses of its representatives.

7.2 Notices. All notices, consents, waivers and other communications required or permitted by this Agreement shall be in writing and shall be deemed given to a Party when (a) delivered to the appropriate address by hand or by nationally recognized overnight courier service (costs prepaid); or (b) received or rejected by the addressee, if sent by certified mail, return receipt requested, in each case to the following addresses, or e-mail addresses and marked to the attention of the person (by name or title) designated below (or to such other address or person as MTSU may designate by notice to Valparaiso, or Valparaiso may designate by notice to MTSU):

Valparaiso:

[\_\_\_\_\_]

[\_\_\_\_\_]

[\_\_\_\_\_]

[\_\_\_\_\_]

E-mail: [\_\_\_\_\_]

with a mandatory copy to:

[\_\_\_\_\_]

[\_\_\_\_\_]

[\_\_\_\_\_]

E-mail: [\_\_\_\_\_]

MTSU:

[\_\_\_\_\_]

[\_\_\_\_\_]

[\_\_\_\_\_]

[\_\_\_\_\_]

E-mail: [\_\_\_\_\_]

with a mandatory copy to:

[\_\_\_\_\_]

[\_\_\_\_\_]

[\_\_\_\_\_]

E-mail: [\_\_\_\_\_]

7.3 Jurisdiction and Service of Process. Any proceeding arising out of or relating to this Agreement may be brought in the courts of the State of Tennessee, Rutherford County or, if it has or can acquire jurisdiction, in the United States District Court for the Middle District of Tennessee, and each of the Parties irrevocably submits to the exclusive jurisdiction of each such court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only in any such court and agrees not to bring any proceeding arising out of or relating to this Agreement or the Transfer in any other court. The Parties agree that they may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and bargained agreement between the Parties irrevocably to waive any objections to venue or to convenience of forum. Process in any proceeding referred to in the first sentence of this section may be served on any party anywhere in the world. The legal provisions of this Agreement were negotiated by the Parties with the benefit of legal representation. Any rule of construction or interpretation requiring

this Agreement to be construed or interpreted against any Party shall not apply to any construction or interpretation hereof.

7.4 Entire Agreement and Modification. This Agreement supersedes all prior agreements, whether written or oral, between the Parties with respect to its subject matter (including that certain letter of intent between MTSU and Valparaiso, dated May 9, 2018, and any supplements thereto, if any) and constitutes (along with the Appendices, the Schedules, and other documents delivered pursuant to this Agreement) a complete and exclusive statement of the terms of the Agreement between the Parties with respect to its subject matter. This Agreement may not be amended, supplemented, or otherwise modified except by a written agreement executed by MTSU and Valparaiso.

7.5 Schedules. If there is any inconsistency between the statements in this Agreement and those in the Schedules (other than an exception expressly set forth as such in the Schedules with respect to a specifically identified representation or warranty), the statements in this Agreement will control.

7.6 Assignments, Successors and No Third-Party Rights. Valparaiso may not assign any of its rights or delegate any of its obligations under this Agreement without the prior consent of MTSU. Subject to the preceding sentence, this Agreement will apply to, be binding in all respects upon and inure to the benefit of the successors and permitted assigns of the Parties. Nothing expressed or referred to in this Agreement will be construed to give any person other than the Parties any legal or equitable right, remedy or claim under or with respect to this Agreement or any provision of this Agreement.

7.7 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable Legal Requirements, but if any provision of this Agreement is held to be prohibited by or invalid under applicable Legal Requirements, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement, which shall be interpreted or re-formed to the extent necessary to effectuate, to the extent reasonably possible, the intent of the Parties as memorialized in this Agreement.

7.8 Construction. The headings of Sections in this Agreement are provided for convenience only and will not affect its construction or interpretation. All references to “Sections” and “Schedules” refer to the corresponding Sections and Schedules of this Agreement.

7.9 Time of Essence. With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence.

7.10 Governing Law. This Agreement will be governed by and construed under the laws of the State of Tennessee without regard to conflicts-of-laws principles that would require the application of any other law.

7.11 Execution of Agreement. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The



exchange of copies of this Agreement and of signature pages by facsimile transmission or by e-mail shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile or by e-mail shall be deemed to be their original signatures for all purposes.

7.12 Detrimental Reliance. In order to effect the Transfer and/or fulfill its obligations under this Agreement, Valparaiso must act, to its detriment (including but not limited to incurring significant financial expenses), in reliance on MTSU promises and attestations that it can and will fulfill its obligations under this Agreement.

*[Signature page follows.]* IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

**MTSU:**

**Middle Tennessee State University**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**VALPARAISO:**

**The Lutheran University Association, Inc.  
d/b/a Valparaiso University**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_





**Middle Tennessee State University  
Academic Affairs, Student Life, and Athletics Committee**

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Wednesday, October 10, 2018

**Tab 2**

**Approval of New Academic Unit**





**Middle Tennessee State University  
Board of Trustees**

MEETING: Academic Affairs, Student Life, and  
Athletics Committee

SUBJECT: [Approval of New Academic Unit](#)

DATE: October 10, 2018

PRESENTER: Mark Byrnes

ACTION REQUIRED: Roll Call Vote

STAFF RECOMMENDATION: Approval

---

**BACKGROUND INFORMATION:**

THEC has the statutory responsibility to review and approve new academic units (THEC Policy A 1.3.1A).

Before submission to THEC, the proposal for a new academic unit must be approved by the MTSU Board of Trustees (THEC Policy A 1.3.2A).

The proposal to create the MTSU College of Law is attached for review and approval.



## Proposal to Establish a College of Law

### Name of Proposed Academic Unit

College of Law

### Rationale for the Proposed Academic Unit

This proposal to create a College of Law is submitted in conjunction with the proposal to implement a J.D. degree at MTSU. The J.D. degree is currently located at Valparaiso University and is accredited by the American Bar Association. An expectation for accreditation by the ABA is the existence of a separate administrative unit (either a school or college) and the appointment of a full-time dean. (Chapter Two, ABA Standards and Rules of Procedure for Approval of Law Schools 2017-2018.)

### Inventory of Academic Program Offerings

The College of Law will initially house the J.D. degree. Additional academic programs related to legal education (e.g., LLM) may be proposed in the future based upon assessments of student interest and demand.

### Updated Organizational Chart

The College of Law will be a part of the Division of Academic Affairs and will report to the University Provost. This is the same as for all academic colleges. An organizational chart showing the placement of the college is attached.

### Cost-benefit Analysis of the Proposed Academic Unit

Legal education is distinctly different than any existing programs of the university and as such, does not “fit” within an existing college. There are several unique components and services associated with legal education that are not easily or efficiently delivered through existing resources or other units on campus. This reality is recognized by the ABA which looks for a separate school or college for legal education programs as an expectation for accreditation.

### Existing and/or Anticipated Facilities for Proposed Academic Unit

The College of Law will be located in the Miller Education Center. This facility was purchased by MTSU in 2013 and was formerly a modern addition to the then Middle Tennessee Medical Center. It is ideally located midway between, and within walking distance of, the center of the campus and the newly constructed Rutherford County Judicial Center. This facility currently has significant unused space which will be adapted to house all components of the college, including faculty offices, instructional classrooms, law library, etc.).

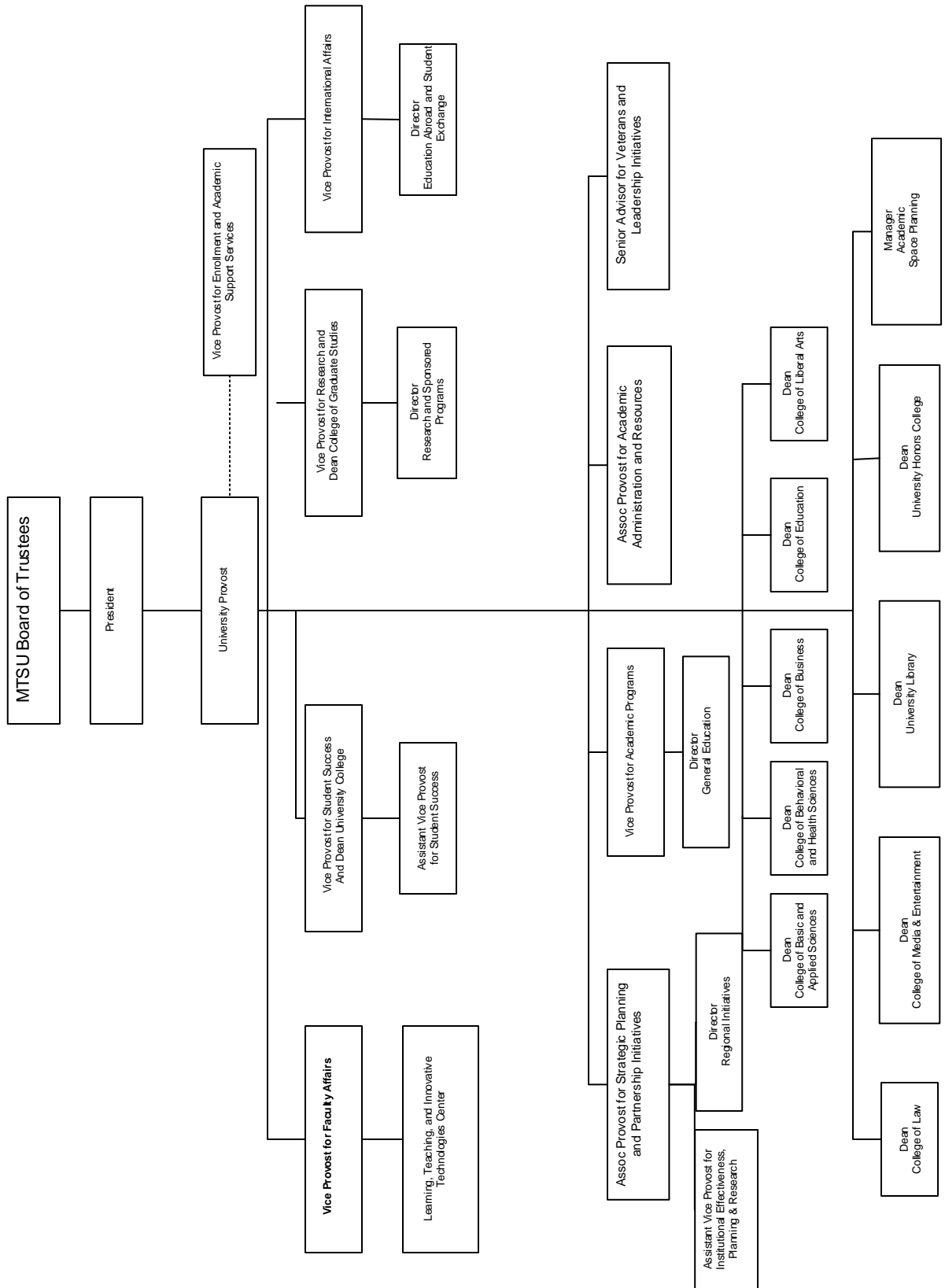
### Letter of Support

A letter of support from University President Sidney A. McPhee, noting an implementation date of July 1, 2019 is attached.





MIDDLE TENNESSEE STATE UNIVERSITY  
ACADEMIC AFFAIRS  
JULY BUDGET 2019-20







**Middle Tennessee State University  
Academic Affairs, Student Life, and Athletics Committee**

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Wednesday, October 10, 2018

**Tab 3**

**Approval of New Academic Program**





**Middle Tennessee State University  
Board of Trustees**

MEETING: Academic Affairs, Student Life, and  
Athletics Committee

SUBJECT: [Approval of New Academic Program](#)

DATE: October 10, 2018

PRESENTER: Mark Byrnes

ACTION REQUIRED: Roll Call Vote

STAFF RECOMMENDATION: Approval

---

**BACKGROUND INFORMATION:**

THEC has the statutory responsibility to review and approve new academic programs (THEC Policy A 1.0.1A).

Before submission to THEC, the proposal for a new academic program must be approved by the MTSU Board of Trustees (THEC Policy A 1.0.11A).

The proposal to create a Doctor of Jurisprudence (J.D.) program is attached for review and approval.



## Table of Contents

Letter of Notification	1
Curriculum	
Program Requirements	9
Current Courses and Program of Study	9
Academic Standards	13
Diversity	16
Program Enrollment and Graduates	16
Administrative Structure	17
Faculty Resources	
Current Faculty	17
Anticipated Faculty	18
Library and Information Technology Resources	18
Library and Information Technology Acquisitions Needed	18
Support Resources	
Evidence of Willingness to Partner	19
Other Support Currently Available	19
Other Support Needed	19
Facilities and Equipment	
Existing Facilities and Equipment	20
Additional Facilities and Equipment Required or Anticipated	20
Marketing and Recruitment	20
Program Assessment / Evaluation	20
Accreditation	23
Funding	23
Attachments	
Attachment: THEC Financial Projection Form	
Appendix: Feasibility Studies	
Appendix: Strategic Recruitment Materials	
Appendix: Letters of Support	
Appendix: Faculty Vitae	
Appendix: Course Syllabi	

**Letter of Notification to Develop a New Academic Program:**

**Doctor of Jurisprudence**

**Submitted to the  
Tennessee Higher Education Commission**

**By  
Middle Tennessee State University**

**July, 2018**



**Proposed Program Name:**

Law

**Proposed Degree Designation:**

Doctor of Jurisprudence (J.D.)

**Proposed CIP Code:**

**22.0101 - Law**

**Definition:** A program that prepares individuals for the independent professional practice of law, for taking state and national bar examinations, and for advanced research in jurisprudence. Includes instruction in the theory and practice of the legal system, including the statutory, administrative, and judicial components of civil and criminal law.

**Proposed implementation date:**

Fall 2019

**Academic Program Liaison (APL) name and contact information:**

Dr. Peter H. Cunningham  
Vice Provost for Academic Programs  
Middle Tennessee State University  
Cope Administration Building, 111  
Murfreesboro, TN 37132  
Office: 615-494-7611  
Email: [Peter.Cunningham@mtsu.edu](mailto:Peter.Cunningham@mtsu.edu)

**Purpose and Nature of Program:**

We propose offering an American Bar Association (ABA)-accredited program of study in law that leads to a Doctor of Jurisprudence (J.D). This program, established in 1879 and continuously accredited since 1929, is currently housed at Valparaiso University, Valparaiso, Indiana. It is the 38<sup>th</sup> oldest ABA-accredited law program in the United States and will be the only accredited public law program in middle Tennessee. MTSU's new academic offering will both build on the program's heritage, which embraces law as a calling to leadership and service, and develop unique focus areas to align with MTSU's strengths and Tennessee's needs.

### **Alignment with state master plan and institutional mission:**

The Master Plan for Tennessee Postsecondary Education 2015-2025<sup>1</sup> calls for a statewide strategic development of higher education programs that increases the educational attainment levels of Tennesseans; addresses the state's economic development, workforce development, and research needs; and calls for institutional mission differentiation to realize statewide efficiencies through institutional collaboration, minimized redundancy, a focus on location, and research.

The proposed J.D. degree addresses the state master plan in a number of ways.

- It will *increase the educational attainment levels of Tennesseans*. This degree program will provide an opportunity for residents of Tennessee, particularly those in the middle Tennessee region, to attain a professional doctorate from an accredited law school, offering an opportunity to pursue licensure to practice law in Tennessee as well as in other states.
- The proposed J.D. degree, which will provide Tennesseans with the opportunity to prepare for careers in and be part of a growing and sustained workforce, will *address the state's economic development and workforce development needs*. Contrary to the popular characterization that “the world doesn't need any more lawyers,” the fact is that relative to other states and the District of Columbia, Tennessee ranks 46<sup>th</sup> in the concentration of lawyers within the state. In addition, Tennessee (the 20<sup>th</sup> most densely populated state in the U.S.) ranks 50<sup>th</sup> among all the states in the number of lawyers and legal occupations per capita.<sup>2</sup>
- The State Master Plan calls for *a focus on location*. An analysis of population density and growth based on U.S. Census data and conducted by the University of Tennessee<sup>3</sup> showed that in 2016 the 10 fastest growing counties in Tennessee were either within or bordering the Nashville-Murfreesboro-Franklin Metropolitan Statistical Area (MSA). Tennessee as a whole and the middle Tennessee region in particular are projected to continue to exceed national averages for population growth in future years, yet there are only two public law schools in Tennessee, separated geographically by roughly 400 miles and located in opposite ends of the state. Offering a J.D. degree program at Middle Tennessee State University would place an affordable, accredited, public law school in the geographic and population center of Tennessee, roughly equidistant from the two existing public institutions. Moreover, while the Nashville-Murfreesboro-Franklin (MSA) is the seventh fastest-growing metro area in the country, it is farther from an accredited public law school than any of the other 50 largest metro areas in the U.S. This proposal clearly meets the state's intent to make graduate and professional education accessible to all its citizens.

The proposed law degree also aligns with the mission of Middle Tennessee State University as expressed in the goals of the our Academic Master Plan.<sup>4</sup>

- *MTSU will advance academic quality through excellence in teaching, scholarship, and service and the celebration of MTSU's strengths:*

MTSU ranks fourth among all Tennessee colleges and universities in the number of its graduates applying to law school and had approximately 140 undergraduate students enrolled in our pre-law concentration in the department of Political Science in fall 2017. MTSU sponsors nationally recognized student teams in Moot Court, Mock Trial, and Mock Mediation. The university's Mock Trial team regularly places in the top 10 in national competitions. The transfer of the J.D. degree program from Valparaiso University will complement and add to the strength of these undergraduate programs. The J.D. degree also directly supports MTSU's focus on developing innovative undergraduate and graduate programs by implementing a program of legal education that was named a top 20 "most innovative" program by *preLaw Magazine* in 2017.<sup>5</sup>

- *Promote student success and individual responsibility for accomplishments through a community dedicated to student-centered learning*

*The Reach to Distinction*, MTSU's Academic Master Plan, commits the university to access and diversity and to the success of a diverse student body. MTSU enrolls over 6,000 minority students (27% of total enrollment) annually in addition to serving large numbers of adult learners, first generation students, and veterans. The J.D. degree program at Valparaiso University is committed to enrolling a student body that reflects a variety of backgrounds, experiences, and points of views with "*a belief that the legal profession should reflect the ever-increasing diversity of our society.*" This commitment is reflected in the fact that it ranked 22<sup>nd</sup> among all accredited U.S. law schools for graduating African-Americans in 2015-16. (Vanderbilt is the only other law school in Tennessee to be ranked in the top 50.)<sup>6</sup> This shared commitment to the success of racially and ethnically diverse students is a foundation of the agreement to transfer the Valparaiso University Law School to MTSU.

With a curriculum that was rated A+ and ranked seventh in the nation for practical training in 2017,<sup>7</sup> the Valparaiso J.D. degree's emphasis on student access and student success matches the focus on experiential education that is a strength of Middle Tennessee State University and expressed in *The Reach to Distinction*, *The Quest for Student Success*, and *MT Engage*.

- *MTSU will develop purposeful and sustainable partnering relationships and outreach:*

Pro bono service is emphasized throughout the ABA-accredited curriculum, allowing MTSU to grow and extend its program of service to individuals and agencies in the surrounding communities.

The J.D. program at Valparaiso currently operates a law clinic that serves as a licensed law firm for the community in a variety of law practice areas. This clinic will continue to operate and serve the needs of the middle Tennessee region. Additional clinics, such as a dedicated veterans' clinic, will be established to serve the large number of military veterans and their families in the surrounding communities, the only such clinic in a state with over 500,000 military veterans. Rutherford County has recently purchased office space adjacent to the proposed law school building to house its Drug, Juvenile, and Veterans Courts, creating a unique opportunity for law students to integrate course-based instruction with experiential learning through pro bono service and practical application in law clinics.

The J.D. degree program will also provide a resource and location upon which MTSU can build its already strong partnership programs through the delivery of continuing legal education (CLE) programs to the many attorneys in Rutherford and the surrounding middle Tennessee counties. The comprehensive law library will also provide access to legal resources that are currently unavailable to students, attorneys, and the public in middle Tennessee.

### **Program Feasibility:**

Prior to entering into the Letter of Intent, to transfer the Valparaiso University School of Law, MTSU commissioned a comprehensive study of the feasibility of offering a doctor of jurisprudence degree at MTSU. This study, conducted by the MTSU Business and Economic Research Center (BERC), was completed in spring 2018 and is submitted as Attachment C. Pertinent findings are provided below.

#### **Student interest for the proposed academic program.**

Student interest in pursuing a law degree is best measured by the number of students who take the Law School Admission Test (LSAT) and the number of law school applications in a given year. Although there was decline in both LSAT takers and law school applications earlier in the past decade this trend has reversed in the past few years with both test takers and law school applications increasing over the past four years. Further evidence of increasing student interest and demand is the estimated 10 percent nationwide increase in applications to both ranked and unranked law schools for fall 2018.<sup>8,9</sup> Data available through the Law School Admissions Council also reveals that in addition to the 18 percent increase in persons taking the LSAT in Tennessee in 2017-18, every surrounding state also experienced an increase in LSAT test-takers.

### **Local and regional need/demand for the proposed academic program.**

Growth in local interest and demand is substantiated by the increasing number of undergraduate students pursuing pre-law curricula. For example, according to the Higher Education Research Institute at UCLA, 4.1 percent of 2016 MTSU freshmen planned to obtain a J.D. degree. Further, approximately 70 MTSU graduates are admitted to law school each year. While some of these students would not elect to pursue the J.D. degree at MTSU, many might seek to continue their education at their alma mater. Other middle Tennessee residents pursuing undergraduate degrees elsewhere, both in-state and out-of-state at both public and private institutions, might well choose to pursue a J.D. degree close to home.

The Nashville – Murfreesboro – Franklin (MSA) is the seventh fastest growing metro area in the United States. Yet it is farther away from an accredited public law school than any of the other 50 largest metro areas in the U.S. According to Dustman, Gallagher, and Evans<sup>10</sup> the vast majority of entering law students prefer to stay within their home region (about 100 miles) to attend law school with this choice strongest among students attending public law schools. An area the size of the Nashville region would be expected to produce between 260 and 300 law school admits.

### **Employer need/demand**

The Bureau of Labor Statistics projects an eight percent increase in the employment of lawyers over the next ten years (about as fast as the average for all professions) with an overall national increase of 65,000.<sup>11</sup> In its last 10 year projection, the state of Tennessee estimated an 8.8 percent increase in lawyers between 2014-2024, and an estimated increase of 430 (4.4%) between 2017-2019. Including retirements and turnover, it expects 620 annual openings a year.<sup>12</sup> Based on these projections, the demand will exceed the total number of individual passing the Tennessee bar each year. It also exceeds the annual total number of graduates of all law schools in Tennessee (excluding Vanderbilt). When considering the employment outlook for law graduates in Tennessee, even with two new private law schools (Belmont University and Lincoln Memorial) and the resulting increase in new JDs and bar exam takers, the rate of job placements did not decline.<sup>13</sup>

National and state-wide data clearly provide broad indications of an increasing need and employer demand for lawyers. However, with the exception elite law firms, most recruitment is regional<sup>14</sup> and graduates of the MTSU College of Law would certainly seek opportunities in the middle Tennessee region. The Nashville-Murfreesboro-Franklin Metropolitan Statistical Area (MSA) was recently ranked eighth on a list of the top 100 places for law school graduates, based on a study that included average salary and available jobs.<sup>15</sup>

The combination of growing demand and opportunity, the desire of the overwhelming majority of law school applicants to stay within their home region, and the lack of an accredited public law school between Knoxville, Memphis, Louisville, and Tuscaloosa,

all support the proposal to offer a program of legal education that leads to the J.D. degree at MTSU.

### **Program Costs/Revenues:**

MTSU is not purchasing the Valparaiso University School of Law, which confers the J.D. Valparaiso University has offered to transfer the J.D. degree program to MTSU at no cost with the understanding that MTSU will continue the heritage, mission, and accreditation of the school. This transfer includes the holdings and assets of the VULS Law Library. While this is not a purchase, there are expenses associated with the move of the program to MTSU. These costs include the renovation of portions of the Miller Education Center, a 100,000 square foot facility acquired as a result of a \$10,000,000 gift in 2012, and certain costs related to the move of physical assets as well as to retain key faculty and staff through the transfer. No new state funds are required or requested as part of this transfer. All expenses prior to the official transfer of the J.D. program will come from existing institutional resources. Any expenses in excess of tuition revenues during the start-up period, prior to full enrollment, will also come from institutional funds. (See Attachment A - THEC Financial Projections Form for detailed budget details.)

### **Existing programs offered at public and private Tennessee institutions:**

There is no public law school between Memphis to the west, Knoxville to the east, Louisville, Kentucky to the north, and Tuscaloosa, Alabama to the south. Of the six law schools offering a J.D. degree in Tennessee, the three in Middle Tennessee are all private institutions (Vanderbilt, Belmont, Nashville School of Law), with one (NSL) unaccredited. The two public institutions that offer a J.D. degree in Tennessee (University of Memphis and University of Tennessee-Knoxville) are located at the far western and far eastern ends of the state respectively. Lincoln-Memorial University also established a private law school in Knoxville in 2009.

The six law schools offering the J.D. degree are located at:

- University of Tennessee – Knoxville
- University of Memphis
- Vanderbilt University
- Belmont University
- Lincoln Memorial University – Provisionally Accredited
- Nashville School of Law – Unaccredited

## Sources

- <sup>1</sup> Postsecondary Attainment in the Decade of Decision: The Master Plan for Tennessee Postsecondary Education 2015-2025. Tennessee Higher Education Commission.
- <sup>2</sup> Livingston, S. and Arik, M. (2018). “Feasibility for a Law Program at MTSU.”
- <sup>3</sup> Tennessee State Data Center – Boyd Center for Business & Economic Research, University of Tennessee, Knoxville. Accessible at:  
<http://tndata.utk.edu/sdcpopulationestimates.htm#2016County%20and%20Metro%20Area>
- <sup>4</sup> “The Reach to Distinction: Middle Tennessee State University Academic Master Plan, 2015-2025.”
- <sup>5</sup> *preLaw Magazine*, Vol. 21, No. 1. (pp.26 – 33). Accessible at:  
[https://bluetoad.com/publication/?i=439868&p=&pn=#%22issue\\_id%22:439868,%22page%22:32%22](https://bluetoad.com/publication/?i=439868&p=&pn=#%22issue_id%22:439868,%22page%22:32%22)
- <sup>6</sup> *Diverse Issues in Higher Education*, Volume 35, No. 12. (pg. 7).
- <sup>7</sup> *prelaw Magazine*, Vol. 21, No. 4 (pp. 34-46). Accessible at:  
[https://bluetoad.com/publication/?i=482098&ver=html5&p=34#%22%22%22issue\\_id%22:482098,%22view%22:%22articleBrowser%22,%22article\\_id%22:%223038646%22%22](https://bluetoad.com/publication/?i=482098&ver=html5&p=34#%22%22%22issue_id%22:482098,%22view%22:%22articleBrowser%22,%22article_id%22:%223038646%22%22)
- <sup>8</sup> Ward, S. F. “LSAC Reports Increase in Law School Applicants,” *ABA Journal*, January 29, 2018. <http://abajournal.com>
- <sup>9</sup> U.S. News & World Report as reported in Livingston, S. and Arik, M. (2018). Feasibility for a Law Program at MTSU.
- <sup>10</sup> Dustman, K., Gallagher, A., and Evans, J. “Location and Law School Matriculation,” *Law School Admission Council Statistical Report*, 16-01, November 2016.
- <sup>11</sup> US Department of Labor, Bureau of Labor Statistics, *Occupational Outlook Handbook*.  
<http://bls.gov>.
- <sup>12</sup> <http://www.projectionscentral.com>. This is a website of state government employment predictions.
- <sup>13</sup> Livingston, S. and Arik, M. (2018). “Feasibility for a Law Program at MTSU.”
- <sup>14</sup> Weissman, J. 2013. “The Absolute Worst States for Job-Hunting Law-School Grads,” *The Atlantic* (June).
- <sup>15</sup> <https://www.goodcall.com/data-center/2016s-best-places-law-school-graduates/>

- **CURRICULUM -**

The curriculum of the Juris Doctorate provides a comprehensive and intensive study of the foundations of the law, an introduction to the many substantive areas of the law, and the opportunity for advanced study in areas of specific student interest. Four distinct and critical strands of legal education run through the course work, including legal analysis, practical training, perspectives on the law, as well as legal writing and research. Methods of instruction are both traditional and innovative. A total of 90 hours is required for the J.D. degree.

Practical training is an integral part of the first-year curriculum, which combines exercises in legal research and writing with an introduction to the practical aspects of the legal system. Upper class offerings in trial advocacy, advanced appellate advocacy, clinical work and extern programs also stress the practical strand, as will various student activities such as the mock trial, moot courts, negotiation, and client counseling competitions. "Perspective" courses provide philosophical, sociological, historical, ethical, and social scientific frameworks within which it is possible to view the substance of the law. The student is introduced to some of these in the first year and this focus continues into the upper-class curriculum. Legal research and writing, introduced as an important element of the first-year curriculum, is continued in the second year with a selection of advanced legal writing courses, in the third year through a seminar requirement, and by means of such activities as Law Review and Moot Court.<sup>4</sup>

Below is a detailed summary of the curriculum.

### **First-Year Curriculum**

The first-year curriculum, taught in the traditional case method, consists entirely of required courses designed to introduce students to many of the basic substantive areas of the law. The courses that make up the first-year curriculum are Contracts I and II, Criminal Law I and II, Civil Procedure I and II, Legal Writing I, Legal Research I and II, Property I and II, Torts I and II, Legal Communications, Foundations of Legal Analysis, and Introduction to Experiential Learning. These core courses provide the foundation upon which the required upper-level topics and elective courses build. The Professionalism Education Requirement is designed to build upon classroom efforts to communicate the values and ideals of the legal profession.

**First-Year Studies (All Courses Required)** *(Note that a new rubric and numbers will be assigned to all courses during integration into MTSU Banner catalog system.)*

#### **Fall Semester (Two seven-week sessions, total 15 credits)**

- **100/101** Contracts I & II (full semester) Cr. 2.5 & 2.5
- 110/111 Criminal Law I & II (full semester) Cr. 2 & 2
- 131 Legal Research I (full semester) Cr. 1
- 135 Foundations (first 7 wks.) Cr. 2
- 145 Legal Communications (second 7 wks.) Cr. 1
- 170 Torts I (second 7 wks.) Cr. 2



Spring Semester (Two seven-week sessions, total 16 or 17 credits)

- 120/121 Civil Procedure I & II (full semester) Cr. 2.5 & 2.5
- 130 Legal Writing I (full semester) Cr. 2
- 160/161 Property I & II (full semester) Cr. 2.5 & 2.5
- 171 Torts II (first 7 wks.) Cr. 2
- 181 Legal Research II (full semester) Cr. 1
- 182 Legal Methods (full semester) Cr. 1 (Required for, and limited to, 1Ls that are on probation or in the bottom quartile of the class at the end of their first semester.)
- 191 Intro to Experiential Learning (full semester) Cr. 1

**Second-Year Studies**

Following the completion of the required first-year curriculum, students are required to take second-year courses as listed below. Students also begin to take courses to satisfy their experiential learning requirement, bar-tested menu course requirement, and elective courses necessary to reach 90 credits.

Required Courses: Second-Year Studies

Students must complete each of these courses:

- 203 Business Associations Cr. 3
- 210 Evidence Cr. 3
- 220 Legal Profession Cr. 2
- 239 Trusts and Estates Cr. 3
- 250/251 Constitutional I & II Cr. 4
- 230 Legal Writing II Cr. 2 (Two 1-credit seven-week courses)
- 231 Legal Research III Cr. 1
- 246 Adv. Legal Analysis Cr. 2 (Required for, and limited to, 1Ls that are on probation or in the bottom quartile of the class at the end of their first semester.)

Experiential Learning Menu Requirement

Prior to graduation, students must take six (6) credits from courses listed below:

- 191 Introduction to Experiential Learning Cr. 1 (Required 1L course)
- 235 Drafting courses Cr. 2
- 506 Negotiation Cr. 1
- 241 Adv. App. Advocacy – Civil Cr. 2
- 507 Mediation Cr. 1
- 242 Adv. App. Advocacy–Criminal Cr. 2
- 510 Criminal Forensics Cr. 3
- 243 Advanced Legal Research Cr. 3
- 532 Real Estate Trans. & Finance Cr. 6
- 244 Adv. App. Advocacy-General Cr. 2
- 652 Trial Practice I Cr. 3
- 245 Pretrial Skills Cr. 3
- 653 Trial Practice II Cr. 2

- 400 Law Practice Management Cr. 2
- 661 Current Representation Cr. 1-3
- 675 Teaching Assistant Cr.1-2
- 409 Labor Arbitration Cr. 2
- 680 Co-curricular competitions Cr. 1
- 412 Alternative Dispute Resolution Cr. 3
- 680 IMCL (International Moot Court Lab) Cr. 1
- 432 Federal Tax Research Cr. 1
- 690 Moot Court Society Cr. 1
- 477 Technology in Law Cr. 3
- 725-883 Externships Cr. 1-6
- 482 Advanced Discovery Cr. 2
- 662 All Clinics

**Bar-Tested Menu Course Requirement:**

Prior to graduation, students must take no fewer than nine (9) credits from the following list of courses unless the student has a CGPA in the bottom half of the class at the end of 1L year (before transfers), in which case the student must take 15 credits:

- 205 Administrative Law Cr. 2 or 3 (at discretion of professor)
- 253 Con Law III: Separation of Powers Cr. 2
- 402 UCC: Sales Cr. 2
- 405 Tennessee Constitutional Law Cr. 2
- 407 UCC: Payment & Credit Systems Cr. 2
- 408 UCC: Secured Transactions Cr. 3
- 411 Debtor's Protection and Creditors' Rights Cr. 2 or 3
- 421 Federal Income Tax: Individual Cr. 4
- 446 Employment Law Cr. 3
- 466 Conflicts of Law Cr. 2
- 471 Remedies Cr. 3
- 473 Criminal Procedure Cr. 4
- 485 Family Law Cr. 2

**Third-Year Studies:**

**Required Courses:**

Prior to graduation, students must complete these required courses in addition to electives to reach 90 total credit hours.

- 3L Writing Requirement Cr. 2 (Satisfied by Law-300/301 (Seminars), Law-676/677 (Law Review), Law-312 (3L Independent Study), Immigration Law Practicum, Complex Appellate Clinic or any clinic or externship in which you have a full-time faculty member supervising, evaluating, and providing feedback for 25 pages of legal writing)
- 315 Professionalism Cr. 0 1 event per semester
- 324 and 325 (BESS I & II) Cr. 3 (Students in the top 25% of the class at the time of course registration may opt out of BESS with permission of their Faculty Advisor and submission of a Course Waiver form obtained from the Registrar.)

### **Elective Courses:**

In addition to the required or menu courses above, students take elective courses to reach the required 90 credits. Students may take additional course from the menus above as electives.

- 277 Public International Law: Intro
- 278 International Law: Use of Force
- 279 Intl. Law: Human Rights
- 403 National Security Law
- 404 Corporate Finance
- 409 Labor Arbitration
- 414 Medical Malpractice Law
- 416 Non-Profit Organizations
- 418 Sports Law
- 424 Social Security Disability
- 430 Medicine, Law & Ethics
- 432 Federal Tax Research
- 437 Intellectual Property
- 445 Labor Law
- 448 Environmental Law & Policy
- 453 Israel/Palestine International Humanitarian Law
- 465 Trademarks, Unfair Competition, and Business Torts
- 471 Remedies
- 477 Technology in Law
- 480 Immigration Law
- 504 Mergers and Acquisitions
- 513 Federal Estate & Gift Tax
- 505 Income Tax: Corporations and Partnerships
- 531 Estate Planning
- 313 Law, Politics, and the Common Good
- 406 Children and the Law
- 410 Intl. Business Transactions
- 423 Municipal Finance Law
- 427 Animal Law
- 431 Art Law
- 434 Land Use
- 435 Natural Resources
- 442 Civil Rights Legislation & Litigation
- 444 Workers' Compensation Law
- 481 Local Government Law
- 487 Elder Law
- 520 Federal Tax Procedure a/k/a Tax Controversy & Litigation
- 530 Business Planning

### **Total Credit Requirement:**

Prior to graduation, students must complete 90 total credits.

### **Additional not-for-credit requirements that must be completed prior to graduation and or prior to certification to sit for the bar exam.**

#### **Professionalism Requirement**

- 315-S1-6 Each semester, students are required to attend a professionalism series event. These events cover a wide range of topics related to the legal profession.

#### **Comprehensive Exam Requirement:**

- Students must also complete Comprehensive Student Diagnostic exams when administered by Academic Success Program, typically, one after first year and one after second year. These exams provide individual, school-wide, and national aggregate feedback on student performance on bar-tested topics.

#### **Pro Bono Requirement:**

- 310 Pro Bono Requirement Cr. 0 (Students must complete at least 60 hours of pro bono service after their first year and prior to graduation.)

#### **PMBR Requirement:**

- Students must complete the PMBR program to be certified by the Dean of the Law School to receive certification to sit for bar exam. The PMBR is a focused review of the seven MBE topics in preparation for bar review courses. The program is mandatory for any graduating 3L student who is planning on taking a bar exam. The program is seven days usually the week after commencement.

### **Part-Time Curriculum:**

The Law School will not have a separate part-time program or curriculum. The Law School will work with part-time students to develop an individual schedule for them to complete the requirements above, typically on a four or five-year schedule.

**ACADEMIC STANDARDS** - The admission, retention and graduation standards should be clearly stated, be compatible with institutional or governing board policy, and encourage high quality.

#### **First-Year Applicants**

Applications for admission to the first-year class are accepted beginning September 1. Admission offers as a first-year student are made only for the fall semester of each year.

The College of Law uses a rolling admission process. Applications are considered by the Admissions Committee when they are complete. Decisions are usually issued twice a month from late fall through July.

In order to apply as a first-year student, an applicant is required to:

- Have received or expect to receive a bachelor's degree from a regionally-accredited college or university prior to law school matriculation;
- Take the Law School Admissions Test (LSAT);
- Complete the MTSU Law JD Application form and submit it online through LSAC, along with the required personal statement, resume and two letters of recommendation. All application documents must be submitted online. An application for admission may be submitted even though the applicant has not yet taken the LSAT. Review takes place when the file is complete;
- Register with the Credential Assembly Service (CAS). The applicant must arrange for the submission of transcript(s) of undergraduate and graduate schools attended to CAS. LSAT and CAS registration materials are obtained online at [www.lsac.org](http://www.lsac.org);
- Arrange for the timely submission of recommendations to LSAC. The College of Law requires two letters of recommendation as part of the admissions process. Applicants are required to send their letters of recommendation to LSAC for inclusion in their CAS report – two letters from faculty or other professionals, including employers, who can attest to the applicant's academic readiness for law school. Recommendations must be typed, on letterhead, and be no more than one year old.

Any false or misleading statements or an incomplete or inaccurate application may be the basis for denial of admission, or, if admitted, retraction of the admission offer or dismissal from the Law School and reported to LSAC. Through your electronic signature on the application, you certify that it is complete and accurate. You are expected to notify the Office of Admissions in writing of any changes of status or disclosures related to character and/or fitness that occur after the date of your certification and prior to matriculation.

An admitted student must submit an official final undergraduate transcript showing conferral of a bachelor's degree and all academic work undertaken prior to the date of registration directly to LSAC by July 15. The official transcript is to be e-transmitted directly from the conferring institution to LSAC.

All admissions offers are conditional upon the receipt of a final undergraduate transcript and may be revoked if the official transcript certifying receipt of the bachelor's degree is not received.

#### Tuition Deposits

All offers of admission are conditional upon receipt of the tuition deposit and the required final transcript showing conferral of a bachelor's degree (and also law school grades for transfer applications). The tuition deposit is applied toward tuition and general fees. Tuition deposits are paid online and are non-refundable.

#### Orientation

An orientation and registration program for all new students is held the week before classes begin in August. All new students are required to attend. Specific details on orientation becomes available online to all new students during the summer.

### Transfer Application

Applications to transfer with advanced standing can be submitted online after February 1 and no later than July 1. In order to apply as a transfer candidate, an applicant is to submit:

- A completed online application for admission.
- A letter of good standing from the dean of the law school currently attending;
- An official transcript from the undergraduate institution showing the conferral of a bachelor's degree;
- A certified academic transcript covering all law school course work completed prior to transfer (completion of first year); and
- A copy of the first page of the CAS Report originally submitted for admission to law school.

### Credit Awarded to Transfer Students

A student transferring to MTSU College of Law from another law school is expected to have completed the first year of law school, usually 24-30 credit hours and may receive up to 30 hours of course credit, provided:

- That the student meets the scholastic average required for graduation by that law school and all other conditions and requirements for continued attendance at that school;
- That the student's scholastic standing meets the requirements of the MTSU College of Law for advanced standing;
- That the work which the student has completed is similar in character to that which is given at the MTSU College of Law; and
- That the student has met the entrance requirements of MTSU College of Law for first year law students.

The right is reserved to withhold such credit, wholly or in part. Credit which has been granted provisionally may be withdrawn because of unsatisfactory work at MTSU College of Law. No advanced standing is given for courses completed with a grade of 1.7 (C-) or below (or the equivalent).

Prior to registration, a student admitted with advanced standing must consult with the Law School's Registrar regarding credit to be transferred. The amount of credit transferred depends on the quality of the student's record and the relationship of the coursework to the program at MTSU College of Law. A maximum of 30 hours of course credit may be transferred.

Grades from transferred credits will not be used to compute the student's cumulative grade point average at MTSU College of Law. The student must obtain and maintain a grade point average of at least a 2.0 (Fall 2016 2.3) (C) at MTSU College of Law to be eligible for a degree. In the computation of a student's standing, grades of 0.0 (or F) earned at MTSU College of Law are included. Students who enter with advanced standing do not have an official class ranking until graduation.

Visiting Student Application - In order to apply as a visiting student, an applicant must submit:

- A completed on-line application for admission indicating visiting status. The application fee is waived for 2017 admission;
- A letter of good standing from the dean of the law school currently attending, indicating that credits taken at Valparaiso University Law School will be accepted by that institution as transfer credit; and
- An official transcript covering all law school course work completed.

**DIVERSITY** – Provide information regarding how the proposed program will serve a diverse population of students (e.g., adult learners, students working and unable to relocate, students with preference for various delivery modes) or an underserved, historically underrepresented population of students or international students.

Both Middle Tennessee State University and the Valparaiso School of Law have histories of fostering a community of students, faculty, and staff who value inclusiveness and welcome an active exchange of ideas acknowledging that a wide range of beliefs and expression is crucial to academic excellence. The commitment of both institutions to this common set of values was a major reason for the decision by Valparaiso University to pursue the opportunity to transfer operation of its law school to Middle Tennessee State University. MTSU will continue the Valparaiso University School of Law commitment to enrolling a student body whose profile reflects a variety of backgrounds, experiences, and points of view.

Most noticeably, the MTSU College of Law will support cultural and special interest student organizations that value diversity in its many forms and actively seek to enrich the community dialogue. MTSU will continue the VULS Diversity Task Force which is charged with offering awareness and outreach activities to students, faculty, and staff that assures a community dedicated to the inclusiveness of all individuals.

MTSU strongly believes that the legal profession should reflect the ever-increasing diversity of our society and will work with the Law School Admission Council's DiscoverLaw program to encourage racially and ethnically diverse students to discover career opportunities in law.

The MTSU College of Law will offer its students the opportunities that come from living in a diverse community of learning. Law student organizations will have the opportunity to partner with other student organizations on campus.

**PROGRAM ENROLLMENT AND GRADUATES** – Provide the projected number of declared majors and graduates expected over the first three years (associate and certificate), 5 years (baccalaureate and master's programs) or 7 years (doctoral programs).

We assume a fall 2019 start for this program and use a conservative estimate of enrollment that projects 75 students in year one, followed by 85 new admits in year 2 and 100 admits in year 3 and beyond, as we build to a full enrollment of approximately 300 students. Admission will be as a full-time student only although we anticipate a few students dropping to part-time status each year. We also incorporate a 5 percent yearly attrition rate, applied after the first year of study. This is typical for law schools and has been the experience at the VUSL.

Year	Full-Time Headcount	Part-time Headcount	Total Year Headcount	FTE	Graduates
1	75	0	75	75	0
2	155	2	157	156	0
3	250	4	254	252	70
4	278	6	284	281	80
5	298	6	304	301	97
6	298	6	304	301	100
7	298	6	304	301	100

**ADMINISTRATIVE STRUCTURE** – Provide the administrative unit and program director that will be responsible to ensure success of the proposed program.

The J.D. degree program will be housed in the newly created MTSU College of Law. Within the overall administrative structure of MTSU, the College of Law will be a unit within Academic Affairs and will report to the University Provost. Professor David Cleveland (J.D. Georgetown University) will serve as the Dean of the College and will have administrative responsibility to ensure success of the J.D. degree. Professor Cleveland currently serves as the dean of the Valparaiso University School of Law

**FACULTY RESOURCES** - Current and/or anticipated faculty resources should ensure a program of high quality. The number and qualification of faculty should meet existing institutional standards and should be consistent with external standards, where appropriate. The adequacy of the number of faculty should be paramount in the planning process as institutions build increasing numbers of interdisciplinary and cross-disciplinary academic programs. The student/faculty ratio for the proposed program should be included in the documentation.

- Current Faculty - List the name, rank, highest degree, primary department and estimate of the level of involvement of all current faculty members who will participate in the program. If the proposed program is at the graduate level, designate current graduate faculty status in relation to eligibility to chair thesis and/or dissertation. Attach a three page vita for each faculty member listed including relevant related activities for the past five years
- Anticipated Faculty- Describe the additional faculty needed during the next five years for the initiation of the program and list the anticipated schedule for addition of these faculty members.

David R. Cleveland	Professor & Dean	J.D. – Georgetown University	100%
Robert F. Blomquist	Professor	J.D. – Cornell University	100%



Michael J. Bushbaum	Associate Professor	J.D. – Northwestern School of Law of Lewis & Clark College M.L.S. – U. of Washington	
Derrick A. Carter	Associate Professor	J.D. – Valparaiso University	100%
Curtis W. Cichowski	Associate Dean for Administration and Lecturer in Law	J.D. – Valparaiso University	100%
Debra Denslaw	Associate Professor	J.D. – Valparaiso University	100%
Geoffrey Heeren	Associate Professor	J.D. – New York University LL.M. – Georgetown Univ.	100%
David J. Herzig	Professor	J.D. – University of Kentucky	100%
Derrick Howard	Associate Professor	John Marshall School of Law	100%
Rebecca J. Huss	Professor	J.D. – Univ. of Richmond LL.M – Univ. of Iowa	100%
Kimberly R. Kass	Assoc. Professor & Assoc. Director of Academic Success Program	J.D. – Valparaiso University	
Faisal Kutty	Associate Professor	J.D. – Univ. of Ottawa	100%
Bethany Lesniewski	Assist. Professor & Director of Academic Success	J.D. – Florida Coastal School of Law	
Steven R. Probst	Associate Professor / Associate Dean for Library Services	J.D. – Valparaiso University M.L.S. – Dominican Univ.	100%
Michael S. Straubel	Professor	J.D. – Marquette University L.L.M. – McGill University	100%
Jeremy Telman	Professor & Associate Dean for Faculty Development	J.D. – New York University Ph.D. – Cornell University	100%
Bernard Trujillo	Professor	J.D. – Yale Law School	100%
David M. Welter	Clinical Professor	J.D. – Valparaiso University	100%

In addition to the faculty members listed above, we are prepared to employ additional full-time and adjunct faculty in areas of specialized need if enrollment exceeds current projections. See attached faculty vitae for additional information about full-time faculty.

**LIBRARY AND INFORMATION TECHNOLOGY RESOURCES** - Provide documentation to demonstrate adequate current and/or anticipated library and information technology resources to support a high quality program which meets recognized standards for study at a particular level or in a particular field.

- Library and Information Technology Acquisitions Needed - Describe additional library and information technology acquisitions needed during the first three years (associate and certificate), 5 years (undergraduate and master’s programs) or 7 years (doctoral programs) for the successful initiation of the program.

No additional library or information technology resources are required to implement the Juris Doctorate degree at MTSU.

As an ABA accredited law school, Valparaiso University School of Law has a complete law library that meets standards 601 through 606 (Chapter Six) of the ABA Standards for Approval of Law Schools. As part of the transfer of the law school to MTSU, the entire assets of the law library are being given to MTSU and will constitute the MTSU College of Law Library. In addition, the faculty members who serve as the current Associate Dean for Library Services, Associate Law Librarian for Access Services, and the Faculty Services Librarian will relocate to Murfreesboro and will continue to serve the College of Law Library at MTSU.

The facility design and renovation plan for the Miller Education Center includes the provision of instructional and research infrastructure to meet the requirements contained in Chapter Six of the ABA Standards for Approval of Law Schools.

**SUPPORT RESOURCES** - Provide documentation to demonstrate adequate other existing and/or anticipated support resources including clear statements of support staff, student advising resources, arrangement for clinical or other affiliations, and professional development for faculty necessary for a successful program.

The American Bar Association Standards for Approval of Law Schools require the provision of support services and resources to students and to alumni of schools and colleges of law.

- Evidence of willingness to partner - Include government, education, health and business entities.

Letters of support from the Rutherford & Cannon County Bar Association make clear the willingness of the local bar and government agencies to partner with the College of Law.

- Other Support Currently Available - Include support staff, university and non-university assistance.

Because the College of Law is ABA accredited it is required to provide these services, including a Career Planning Center that provides consultations, plans events and programs, assists with internship placements and employment. College of Law students also have the same access to financial aid counselors, student health services, student recreation programs and services, and all other university provided student services.

- Other Support Needed - List additional staff and other assistance needed during the first three years (associate and certificate), 5 years (baccalaureate and master's programs) or 7 years (doctoral programs).

We do not anticipate a need for additional support beyond that which is budgeted. In the event one or more key staff choose not to relocate we will replace them with equally qualified persons.

**FACILITIES AND EQUIPMENT-** Provide documentation to demonstrate adequate existing and/or anticipated facilities and equipment. New/or renovated facilities required to implement the program should be clearly outlined by amount and type of space, costs identified and source of funds to cover costs.

- Existing Facilities and Equipment- Assess the adequacy of the existing physical facilities and equipment available to the proposed program. Include special classrooms, laboratories, physical equipment, computer facilities, etc.
- Additional Facilities and Equipment Required or Anticipated - Describe physical facilities and equipment that will be required/anticipated during the first three years (associate or certificate programs), 5 years (undergraduate and master’s programs) or 7 years (doctoral programs).

The College of Law will be housed in the Miller Education Center (MEC), located on the Murfreesboro campus of MTSU. The MEC contains over 100,000 square feet of usable space, much of which is unused at this time. See the attached “Description of the Proposed Location of the MTSU College of Law.”

**MARKETING AND RECRUITMENT PLAN** - A plan, including marketing and recruitment, to ensure all prospective students will have equitable access to the program so as not to impede the state’s commitment to diversity and access in higher education (Post Geier). Note: Programs may not be advertised nor students admitted prior to Commission approval.

See Attachment - College of Law Admissions and Marketing Cycle  
See Attachment - Admissions Campaign Overview

**ASSESSMENT/EVALUATION** - Although the primary responsibility for program quality rests with the institution and its institutional governing board or its system, THEC considers pertinent information to verify that high standards have been established for the operation and evaluation of the programs. Evidence must be proposed to demonstrate that careful evaluation is undertaken periodically throughout the lifetime of the program indicating:

- the schedule for program assessments or evaluations, (including program evaluations associated with Quality Assurance, institutional program review, student evaluations, faculty review, accreditation, and employer evaluation).
- those responsible for conducting program assessments or evaluations, and accreditation, and
- a plan for how results will inform the program post-approval.

The College of Law will be accredited by the American Bar Association which has an extensive program of assessment and evaluation. In addition to standards that address student quality, provision of instructional resources, student services, and ethics, the ABA also assesses the degree to which programs achieve their learning outcomes. The College of Law has established the following learning outcomes for the J.D. degree.

- Learning Outcome 1: Graduates will demonstrate competency in the knowledge and understanding of substantive law. Graduates will demonstrate achievement of this learning outcome by:
  - Criterion 1: Identifying, describing, and interpreting the fundamental terms, rules, and principles of law, including significant alternative formulations, such as minority rules.
  - Criterion 2: Describing the American legal system's structures, processes, and procedures.
- Learning Outcome 2: Graduates will demonstrate competency in understanding legal theory and procedure. Graduates will demonstrate achievement of this learning outcome by:
  - Criterion 1: Assessing the policy implications of applicable rules and standards to the relevant facts.
- Learning Outcome 3: Graduates will research effectively and efficiently. Graduates will demonstrate achievement of this learning outcome by:
  - Criterion 1: Devising and implementing a logical research plan, which reflects an understanding of the limitations created by time and financial constraints.
  - Criterion 2: Accurately assessing the weight of authority.
  - Criterion 3: Identifying and effectively employing the fundamental tools of legal research.
- Learning Outcome 4: Graduates will demonstrate competency in analytical and problem solving skills. Graduates will demonstrate achievement of this learning outcome by:
  - Criterion 1: Critically reading the applicable authority, including identifying the key rules within each authority.
  - Criterion 2: Synthesizing the relevant rules of law into a logical framework for analysis.
  - Criterion 3: Where rules conflict, thoroughly analyzing which rule a court is likely to apply.
  - Criterion 4: Meticulously applying the identified rules to the facts, including evaluating potential counterarguments, to determine the likely outcome of the case.
  - Criterion 5: When appropriate, analogizing the facts to and distinguishing the facts from those of precedent cases in specific and helpful ways to determine the likely outcome of the case.
  - Criterion 6: Articulating practical considerations, such as cost and effects on other people.
  - Criterion 7: Exhibiting self-directed learning skills that will allow them to understand areas of the law with which they were previously unfamiliar.
- Learning Outcome 5: Graduates will demonstrate competency in legal writing and oral communication. Graduates will demonstrate achievement of this learning outcome by:
  - Criterion 1: Writing documents that are clear, concise, well-reasoned, organized, professional in tone, appropriate to the audience and the circumstances, and if appropriate, contain proper citation to authority.

- Criterion 2: Speaking in a clear, concise, well-reasoned, organized, and professional manner that is appropriate to the audience and the circumstances.
  - Criterion 3: Actively listening to clients, colleagues, judges, and others.
- Learning Outcome 6: Graduates will demonstrate competency in the knowledge, understanding and appreciation of the ethical responsibilities as representatives of clients, officers of the courts, and public citizens responsible for the quality and availability of justice. Graduates will demonstrate achievement of this learning outcome by:
  - Criterion 1: Contributing to the profession's fulfillment of its responsibility to ensure that adequate legal services are provided to those who cannot afford to pay for them.
- Learning Outcome 7: Graduates will demonstrate competency in the exercise of professional judgment and creativity consistent with the values of the legal profession and professional duties to society, including recognizing and resolving ethical dilemmas. Graduates will demonstrate achievement of this learning outcome by:
  - Criterion 1: Listing the sources of the law governing lawyers.
  - Criterion 2: Identifying and explaining the applicable law governing lawyers.
  - Criterion 3: Using the law governing lawyers to recognize ethical and other professional dilemmas.
  - Criterion 4: Applying the law governing lawyers to help resolve ethical and other professional dilemmas.
  - Criterion 5: Exercising professional judgment to help resolve ethical and other professional dilemmas.
- Learning Outcome 8: Graduates will exemplify the University tradition of scholarship, freedom, and faith, preparing them to lead and serve in society. Graduates will demonstrate achievement of this learning outcome by:
  - Criterion 1: Understanding their role as legal professionals as a form of service to others that transcends their personal interest.
  - Criterion 2: Exercising independent judgment in advocating for clients.
- Learning Outcome 9: Graduates will demonstrate competency in the professional skills of fact-finding, questioning, interviewing, listening, negotiation, client relations, providing advice and counsel, and law practice management. Graduates will demonstrate achievement of this learning outcome by:
  - Criterion 1: Capably managing a legal project (e.g., case, memorandum, mediation) from its inception to its conclusion.
  - Criterion 2: Effectively planning and controlling their use of time.
  - Criterion 3: Identifying and effectively engaging in appropriate dispute resolution processes.
  - Criterion 4: Participating in extracurricular or co-curricular opportunities to increase knowledge, hone skills, and inform values.
- Learning Outcome 10: Graduates will demonstrate competency in the legal profession's values through conduct consistent with justice, fairness, candor, honesty, integrity, professionalism, cultural competency and respect for the rules of law. Graduates will demonstrate achievement of this learning outcome by:
  - Criterion 1: Exhibiting civility and treating others with respect.
  - Criterion 2: Displaying diversity skills, including sensitivity to social and cultural difference.

**ACCREDITATION** - Where appropriate, professional disciplinary accreditation organizations should be identified. The proposed accreditation timeline must be submitted. Any substantive change that may require a SACS-COC review should be indicated.

The Valparaiso University School of Law is currently in good standing with the American Bar Association. The current accreditation runs until 2021. Transferring the program of legal education to MTSU requires approval of Council on Accreditation of the Section on Legal Education and Admissions to the Bar (Standard 105 - Acquiescence for Major Change in Program or Structure). This request has been prepared and will be reviewed by the Council at its February 2019 meeting. Neither Valparaiso University nor MTSU have reason to believe that the request will not be approved.

Because MTSU is accredited by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) and Valparaiso University is accredited by the Higher Learning Commission (HLC) both institutions are required to seek approval of substantive change. Both institutions have notified their respective accrediting bodies and both are submitting a prospectus for substantive change for consideration to their respective accreditors. We have no reason to believe that these prospectus will not be approved.

**FUNDING** – A budget projection using the THEC Financial Projection form that documents the institution’s capacity to deliver the proposed program within existing and projected resources must be submitted including an explanation of the current departmental budget in which the proposed program will be housed and estimated additional costs for the first three years (associate degrees), 5 years (undergraduate and master’s degrees) or 7 years (doctoral degrees) for the proposed program. Please note that these costs for each year are incremental costs not cumulative costs. Include all accreditation costs and proposed external consultations as related to accreditation. Identify any grants or gifts which have been awarded or anticipated.

The THEC Financial Projections form is provided as an attachment.

<sup>1</sup>Stephanie FrancisWard, “LSAC Reports Increase in Law School Applicants,” ABA Journal, January 29, 2018. <http://abajournal.com>

<sup>2</sup> U.S. News & World Report as reported in Livingston, S. and Arik, M. (2018). Feasibility for a Law Program at MTSU.

<sup>3</sup> Kimberly Dustman, Ann Gallagher, and Josiah Evans. “Location and Law School Matriculation,” Law School Admission Council Statistical Report, 16-01, November 2016.

<sup>4</sup> Description of current curriculum is taken from the Valparaiso University School of Law Bulletin (2017)

**Tennessee Higher Education Commission  
Attachment A: THEC Financial Projections  
Middle Tennessee State University  
Doctor of Jurisprudence (J.D.)**

Seven-year projections are required for doctoral programs.  
Five-year projections are required for baccalaureate and Master's degree programs  
Three-year projections are required for associate degrees and undergraduate certificates.  
Projections should include cost of living increases per year.

	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26
	Year 0	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
<b>I. Expenditures</b>								
<b>A. One-time Expenditures</b>								
New/Renovated Space	\$ 3,500,000	\$ 2,950,000	\$ 1,000,000		\$ -	\$ -	\$ -	\$ -
Equipment	-	-	-	-	-	-	-	-
Library	-	-	-	-	-	-	-	-
Consultants	-	-	-	-	-	-	-	-
Travel	-	-	-	-	-	-	-	-
Other	15,000	-	-	1,000,000	1,000,000			
<b>Sub-Total One-time</b>	\$ 3,515,000	\$ 2,950,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ -	\$ -	\$ -
<b>B. Recurring Expenditures</b>								
<b>Personnel</b>								
<b>Administration</b>								
Salary	\$ -	\$ 445,500	\$ 445,500	\$ 445,500	\$ 445,500	\$ 445,500	\$ 445,500	\$ 445,500
Benefits	-	133,650	133,650	133,650	133,650	133,650	133,650	133,650
<b>Sub-Total Administration</b>	\$ -	\$ 579,150	\$ 579,150	\$ 579,150	\$ 579,150	\$ 579,150	\$ 579,150	\$ 579,150
<b>Faculty</b>								
Salary	\$ -	\$ 1,200,000	\$ 2,200,000	\$ 2,700,000	\$ 2,700,000	\$ 2,700,000	\$ 2,700,000	\$ 2,700,000
Benefits	-	360,000	660,000	810,000	810,000	810,000	810,000	810,000
<b>Sub-Total Faculty</b>	\$ -	\$ 1,560,000	\$ 2,860,000	\$ 3,510,000	\$ 3,510,000	\$ 3,510,000	\$ 3,510,000	\$ 3,510,000
<b>Support Staff</b>								
Salary	\$ 161,755	\$ 850,000	\$ 1,150,000	\$ 1,750,000	\$ 1,750,000	\$ 1,750,000	\$ 1,750,000	\$ 1,750,000
Benefits	48,527	255,000	345,000	525,000	525,000	525,000	525,000	525,000
<b>Sub-Total Support Staff</b>	\$ 210,282	\$ 1,105,000	\$ 1,495,000	\$ 2,275,000	\$ 2,275,000	\$ 2,275,000	\$ 2,275,000	\$ 2,275,000
<b>Graduate Assistants</b>								
Salary	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Benefits	-	-	-	-	-	-	-	-
Tuition and Fees* (See Below)	-	-	-	-	-	-	-	-
<b>Sub-Total Graduate Assistants</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Operating</b>								
Travel	\$ 10,000	\$ 25,000	\$ 35,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000
Printing	30,000	60,000	75,000	75,000	75,000	75,000	75,000	75,000
Equipment								
Other	60,000	410,000	410,000	410,000	410,000	410,000	410,000	410,000
<b>Sub-Total Operating</b>	\$ 100,000	\$ 495,000	\$ 520,000	\$ 525,000	\$ 525,000	\$ 525,000	\$ 525,000	\$ 525,000
<b>Total Recurring</b>	\$ 310,282	\$ 3,739,150	\$ 5,454,150	\$ 6,889,150	\$ 6,889,150	\$ 6,889,150	\$ 6,889,150	\$ 6,889,150
<b>TOTAL EXPENDITURES (A + B)</b>	\$ 3,825,282	\$ 6,689,150	\$ 6,454,150	\$ 7,889,150	\$ 7,889,150	\$ 6,889,150	\$ 6,889,150	\$ 6,889,150

**\*If tuition and fees for Graduate Assistants are included, please provide the following information.**

Base Tuition and Fees Rate	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Number of Graduate Assistants		-		-		-		-		-		-		-

	Year 0	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
<b>II. Revenue</b>								
Tuition and Fees <sup>1</sup>	-	1,400,000	3,120,000	5,160,000	5,800,000	6,120,000	6,120,000	6,120,000
Institutional Reallocations <sup>2</sup>	3,825,282	5,289,150	3,334,150	2,729,150	2,089,150	769,150	769,150	769,150
Federal Grants <sup>3</sup>	-	-	-	-	-	-	-	-
Private Grants or Gifts <sup>4</sup>	-	-	-	-	-	-	-	-
Other <sup>5</sup>	-	-	-	-	-	-	-	-
<b>BALANCED BUDGET LINE</b>	<b>\$ 3,825,282</b>	<b>\$ 6,689,150</b>	<b>\$ 6,454,150</b>	<b>\$ 7,889,150</b>	<b>\$ 7,889,150</b>	<b>\$ 6,889,150</b>	<b>\$ 6,889,150</b>	<b>\$ 6,889,150</b>

**Notes:**

**(1) In what year is tuition and fee revenue expected to be generated and explain any differential fees. Tuition and fees include maintenance fees, out-of-state tuition, and any applicable earmarked fees for the program.**

Year 1: 60 in-state students @ \$19,000 (\$1,140,000) + 10 out-of-state students @ \$26,000 (\$260,000) = \$1,400,000.  
 Year 2: 130 in-state students @ \$19,000 (\$2,470,000) + 25 out-of-state students @ \$26,000 (650,000) = \$3,120,000.  
 Year 3: 210 in-state students @ \$19,000 (\$3,990,000) + 45 out-of-state students @ \$26,000 (\$1,170,000) = \$5,160,000.  
 Year 4: 230 in-state students @ \$19,000 (\$4,370,000) + 55 out-of-state students @ \$26,000 (\$1,430,000) = \$5,800,000.  
 Year 5: 240 in-state students @ \$19,000 (\$4,560,000)+ 60 out-of-state students @ \$26,000 (\$1,560,000) = \$6,120,000.  
 Year 6: 240 in-state students @ \$19,000 (\$4,560,000)+ 60 out-of-state students @ \$26,000 (\$1,560,000) = \$6,120,000.  
 Year 7: 240 in-state students @ \$19,000 (\$4,560,000)+ 60 out-of-state students @ \$26,000 (\$1,560,000) = \$6,120,000.

**(2) Please identify the source(s) of the institutional reallocations, and grant matching requirements if applicable.**

Institutional reallocations are a combination of reallocation of existing recurring and non-recurring funds and allocation of new funds.

**(3) Please provide the source(s) of the Federal Grant including the granting department and CFDA(Catalog of Federal Domestic Assistance) number.**

**(4) Please provide the name of the organization(s) or individual(s) providing grant(s) or gift(s).**

**(5) Please provide information regarding other sources of the funding.**