

SENATE BILL #2245



TITLE: Students' Attorney Program: Renewal of the Memorandum of Understanding Between ASUW and the Dean of Students Office

DATE: March 9, 2009

AUTHOR: Senator Kinney

SPONSORS: Students' Attorney Advisory Board

1. WHEREAS, the Students' Attorney Program (SAP) has been a valuable program for the
2. students of the University of Wyoming since its inception in 1974; and
3. WHEREAS, the Associated Students of the University of Wyoming (ASUW) and the Dean
4. of Students Office (DOS) are both interested in ensuring the long-term success and
5. continued cooperation over the administration of the SAP; and
6. WHEREAS, ASUW passed Senate Bill #2174, A Bill to Establish a Formal Agreement,
7. Authorize Additional Changes, and Identify New Performance Standards for the Students'
8. Attorney Program, on April 17, 2007; and
9. WHEREAS, this legislation implemented the first Memorandum of Understanding (MOU)
10. between ASUW and the DOS regarding the SAP; and
11. WHEREAS, Senate Bill #2174 provided that the first MOU would be reviewed after one
12. year; and
13. WHEREAS, there is a need to recognize and continue the joint administration of the SAP
14. between the ASUW and the DOS office; and
15. WHEREAS, the SAP has benefited from the part-time clerical support arrangement provided
16. by Senate Bill #2174 and the first MOU; and
17. WHEREAS, when asked whether the Students' Attorney should have the ability to represent

18. students in court, approximately sixty (60) percent of students answered "yes," only four (4)
19. percent answered "no," and approximately thirty five (35) percent had no opinion as reflected
20. in the 2009 ASUW Student Opinion Survey; and
21. WHEREAS, the administration of the SAP would be improved by authorizing the ASUW
22. student government to manage and monitor the annual budget for the SAP.
23. THEREFORE, be it enacted by the Student Senate of the Associated Students of the
24. University of Wyoming (ASUW) that the Memorandum of Understanding (MOU) as
25. reflected in Addendum A be adopted by the ASUW; and
26. THEREFORE, be it further enacted that ASUW shall continue to fund 3/4 of a part-time
27. benefited office assistant in the Dean of Students (DOS) office for its support for the clerical
28. needs associated with the operation of the Students' Attorney Program (SAP); and
29. THEREFORE, be it further enacted that pursuant to the MOU in Addendum A, the Students'
30. Attorney Advisory Board (SAAB) shall be required to deliver a report to the ASUW Senate
31. no later than December 1, 2009, regarding the feasibility of allowing the Students' Attorney
32. to represent students in court and remove the restrictions in the scope of representation; and
33. THEREFORE, be it further enacted that the Students' Attorney Advisory Board revisit the
34. Memorandum of Understanding in Addendum A and all other changes proposed by this
35. legislation no later than two years from the date of passage of this legislation to re-evaluate
36. the functionality of the SAP and recommend additional changes that may be needed to
37. improve the SAP.

Referred to Students' Attorney Advisor Board

Date of Passage: 04/14/09 Signed: *Jonathan M. Benoit*
UNANIMOUSLY (ASUW Chairperson)

"Being enacted on 4/20/09, I do hereby sign my name hereto and
approve this Senate action." *Kelsey Day*
ASUW President

Addendum A

STUDENTS' ATTORNEY PROGRAM MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is between the **Dean of Students Office (DOS)**, and the **Associated Students of the University of Wyoming (ASUW) by and through the Students' Attorney Advisory Board**. It sets forth the general terms of understanding between the parties in connection with the SAP. The parties agree and understand as follows:

- 1. Purpose:** The SAP will be a partnership between ASUW and the DOS. This agreement establishes the duties that both the DOS and ASUW have in the administration of the SAP. The SAP has historically demonstrated its value on campus as a program that provides legal advice, assistance, and information to ASUW fee paying University of Wyoming students. The DOS and ASUW recognize the importance of the SAP and seek to establish a mutual commitment to ensure the future success of the program. This agreement defines the commitments ASUW has made to the SAP and establishes the responsibilities of the DOS in the daily operation of the program.
- 2. Description:** The ASUW Students' Attorney Program offers legal services to all fee paying UW students. The Program is funded through the allocation of a portion of the mandatory ASUW fee collected each semester from students. Consultation services provided by the Students' Attorney Program are free to fee paying students. Administrative fees may be assessed by the Students' Attorney for the preparation of legal documents, such as wills or contracts. All legal services provided are performed by a fully licensed attorney and all consultation sessions are in person and confidential. The Students' Attorney shall also offer notary public services.
- 3. Scope of Representation:** The Students' Attorney Program cannot represent students in court proceedings, but can and does assist in problem resolution through nonlitigative services. The SAP also provides students with information on the common legal difficulties encountered by students through the innumerable brochures and publications available in the office. These materials include information on landlord/tenant disputes, debt collection issues, credit issues, personal rights, criminal violations, et cetera. The Students' Attorney may also issue referrals for services not provided by the SAP.
- 4. Restricted Representation:** The SAP will be restricted from providing legal assistance to students on any legal matter(s) that involve another University of Wyoming student, the University of Wyoming, or a recognized student organization (RSO).
- 5. Supervision/Oversight:** The DOS shall be responsible for the daily supervision and human resource needs of the SAP. The Students' Attorney Advisory Board (SAAB)

shall provide the general ASUW oversight authority for the SAP. The ASUW Business Manager will manage the budget and all financial transactions of the SAP.


6. **Students' Attorney Advisory Board (SAAB)** . The Students' Attorney Advisory Board shall serve as a means by which the ASUW Student Senate shall supervise the SAP. In accordance with Article II, Section 10, Subsection 9 of the ASUW By-Laws the SAAB shall have the following powers: (1) advise the Students' Attorney; (2) oversee the SAP budget; (3) evaluate the program on a regular basis; (4) make recommendations to the DOS regarding SAP staff and; (5) make efforts to improve the long-term operations of the program. As part of these duties, the Board shall review the restrictions on litigation during the fall semester of 2009 and shall deliver a report to the ASUW Senate and all signatories to this document with recommendations regarding the feasibility of removing the litigation restrictions no later than December 1, 2009.
7. **Human Resource Supervision and Management:** The Dean of Students, or his designee, shall supervise and fulfill all human resource needs of the SAP; this will include employee performance evaluations and annual planning with the Students' Attorney.
8. **Information Technology and Equipment:** ASUW shall be responsible for relevant upgrades to information technology needs appropriate to hardware and software of the SAP database, telephone, and computers.
9. **Referrals:** The Students' Attorney shall make all efforts to provide referrals and resources to ASUW fee-paying students for services not rendered by the SAP. If the SAP has a conflict of interest with a particular student, every effort will be made to refer the student to other attorneys or legal programs.
10. **Duties of Students' Attorney:** The Students' Attorney shall: (1) Exercise independent and unsupervised professional judgment in advising and counseling individual students in regard to the resolution and prevention of matters with legal implications in order to provide support to individual students and the Division of Student Affairs; (2) Make presentations to student organizations regarding legal and related issues; (3) Determine when it is essential to disclose information, determine situations wherein a student is dangerous to self or others, and refer situation to the appropriate individual or agency; (4) Coordinate research through community or state agencies to assist in resolving non-university student related matters; (5) Write newspaper articles on legal topics of interest; (6) Research and author legal publications as needed; (7) Keep abreast of current and new developments in law relevant to student problems; (8) Work closely with the DOS Office Assistant – Senior to supervise clerical support staff in regard to their SAP duties; and (9) Plan short-term program operating needs, develop the program operating budget, and monitor program expenses.
11. **Annual Evaluation:** The SAAB and the DOS shall conduct a joint session at least once a year to evaluate the SAP. This evaluation would be mutually exclusive from any performance reviews conducted on a regular basis by the DOS. The annual evaluation

shall be for the purposes of reviewing the program, its needs, client services, and personnel. This evaluation shall also consider the Students' Attorney accomplishments in meeting the performance standards set out in this agreement.

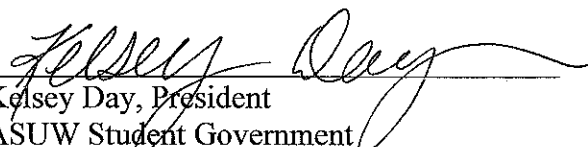
12. **Performance Standards:** Pursuant to Senate Bill # 2174, and continued through the enacting legislation of this document, the Students' Attorney shall: (1) continue to improve the marketing and promotion of the SAP; (2) continue efforts to implement and institutionalize the Students' Attorney Database; (3) work with the SAAB to identify and develop opportunities for cooperation with the UW College of Law, including greater utilization of student Externs provided by the UW College of Law; (4) continue to improve the methods of reporting client visitation records; and (5) continue to maintain a positive legal reputation for the SAP.
13. **Location:** The SAP shall be located with the DOS in Knight Hall. The DOS will be responsible for facilities management and make all efforts to provide an adequate working environment for the Students' Attorney.
14. **Clerical Support:** The clerical assistance for the SAP shall be supplied by the clerical pool of the Dean of Students Office (DOS). The DOS office will have 1.5 FTE clerical staff in this clerical pool. ASUW shall provide financial support for $\frac{3}{4}$ of the part-time benefited (20 hour/weekly) office assistant to accomplish the clerical support for the program.
15. **Funding:** ASUW commits to annually fund the salary and all office expenses associated with the SAP by virtue of the ASUW Budget and Planning Process.
16. **Marketing:** The Students' Attorney shall cooperate with ASUW and the SAAB to increase student awareness and availability of the legal services available through SAP. The DOS staff shall be responsible for assisting the Students' Attorney with marginal marketing activities. The SAAB shall be responsible for administering larger marketing projects, such as the creation of a SAP brochure and the completion of the website expansion and development project. The Students' Attorney and the SAAB shall cooperate in maintaining, updating, and revising content on the SAP website. ASUW shall maintain its authority to support the program by reserving tables in the Wyoming Union and offering free advertising space in the Branding Iron for the SAP.
17. **On-site Operations:** The Dean of Students shall be responsible for managing the on-site operations of the SAP including facilities improvements and information technology needs.
18. **Student Extern:** Contingent upon approval from the Extern Coordinator and the UW College of Law and the availability of interested law students, there shall be a student extern assigned to the SAP. This extern shall be either a second-year or third-year law student and shall have such duties as drafting legal memoranda, client-counseling/interviewing, research, as well as other appropriate tasks assigned to the extern by the Students' Attorney.

19. **Students' Attorney Program Database:** The implementation of the Students' Attorney Database was completed in August of 2006 by the independent contractor, Heiberg Consulting of Ft. Collins, Colorado. Established for the purpose of improving the reporting mechanisms of the program, it is clear that ongoing efforts will need to be made to continue the implementation of the software program. The operation of and information on the database shall be under the sole control of the Students' Attorney so as to protect the confidentiality of SAP clients. ASUW shall maintain the responsibility of funding service contracts to improve and make additions to the Students' Attorney Database.
20. **Programmatic Changes:** All changes that significantly impact the operation of the SAP must be made upon the recommendation of the SAAB and be subject to the consent of the ASUW Senate.
21. **Budget:** The SAP's annual budget shall be prepared collaboratively by the SAAB and the Students' Attorney. The ASUW Business Office by and through the ASUW Business Manager or her designee shall manage the SAP budget.
22. **Coordination:** The ASUW President, Chairman of the Students' Attorney Advisory Board, and Dean of Students shall be responsible for the enforcement and implementation of this agreement.
23. **Duration/Amendments:** This agreement shall be valid for a period of two years from its date of execution. Modifications and/or amendments to this agreement shall be necessary when a party to this MOU expresses interest in amending or extending the provisions contained herein.
24. **Enactment:** This Memorandum of Understanding (MOU) shall be made effective immediately upon approval by the ASUW Senate and its execution by the designated signatories.

DATED this 20 day of April, 2009.



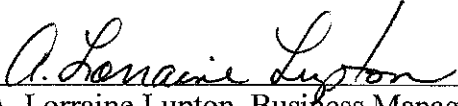
Dr. David Cozzens, Dean of Students
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Kelsey Day, President
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