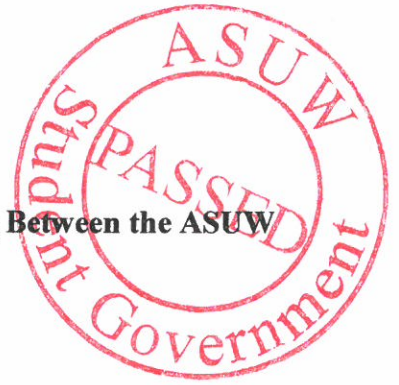


Date Passed: 4/21/15  
Vote Count: 22-2-0

**SENATE BILL #2465**



**TITLE: Student Legal Services Memorandum of Understanding Between the ASUW and the Dean of Students Office**

**DATE: April 8, 2015**

**AUTHOR: Executive West**

**SPONSORS: Senators De Wett, Gualano, Perez, Segrave, and Schueler; Students-at-Large Austin and Lewis**

1. WHEREAS, it is the purpose of the Associated Students of the University of Wyoming
2. (ASUW) Student Government to continually seek improvement to the growth and
3. development of its various Programs and Services; and,
4. WHEREAS, Student Legal Services (SLS), formally known as the Students' Attorney
5. Program, is a valuable ASUW Program for and provides a multitude of services to the
6. students of the University of Wyoming ; and,
7. WHEREAS, the ASUW and the Dean of Students Office (DOS) are both interested in
8. ensuring the long-term success of SLS while maintaining a cooperative relationship over the
9. administration of the program; and,
10. WHEREAS, Senate Bill #2245, and previously Senate Bill #2174, established a
11. Memorandum of Understanding (MOU) between ASUW and the DOS regarding SLS; and,
12. WHEREAS, the last MOU implemented by Senate Bill #2245 expired in April of 2011 and
13. was not subsequently renewed; and,
14. WHEREAS, a new MOU between ASUW and the DOS regarding SLS is needed to
15. recognize and continue the joint administration of SLS between the two parties; and,
16. WHEREAS, a MOU between ASUW and the DOS regarding SLS will help to secure and



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17. hold both parties accountable to the continued growth and development of SLS.
18. THEREFORE, be it enacted by the Student Senate of the Associated Students of the
19. University of Wyoming (ASUW) that the ASUW approves and adopts the Memorandum of
20. Understanding (MOU) between the ASUW and the Dean of Students Office (DOS) regarding
21. Student Legal Services (SLS) as outlined in Addendum A; and,
22. THEREFORE, be it further enacted that in accordance with the MOU outlined in Addendum
23. A, the ASUW Program and Institutional Development Committee (PID) shall actively pursue
24. the future growth and development of SLS pursuant to the recommendations included in the
25. ASUW Strategic Plan 2014-2018 and be required to deliver a report to the ASUW Senate
26. and ASUW President regarding the progress of the implementation of these
27. recommendations by the end of the 103<sup>rd</sup> ASUW Student Government; and,
28. THEREFORE, be it further enacted that PID review and revisit the MOU outlined in
29. Addendum A at the end of the 103<sup>rd</sup> ASUW Student Government to assess the functionality
30. of SLS and create additional recommendations for the continued growth and development of
31. the program if necessary.

Referred to:           PID          

Date of Passage:   04/21/15  

Signed: *Ricardo Lind-Gonzalez*  
(ASUW Chairperson)

“Being enacted on   April 24th 2015  , I do hereby sign my name hereto and  
approve this Senate action.” *[Signature]*

ASUW President

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## STUDENT LEGAL SERVICES MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is between the **University of Wyoming Dean of Students Office, herein after referred to as DOS, and the Associated Students of the University of Wyoming, herein after referred to as ASUW, by and through the ASUW Student Government.** It sets forth the general terms of understanding between the parties in connection with Student Legal Services, herein after referred to as SLS. The parties agree and understand as follows:

1. **Purpose:** SLS will be a partnership between the ASUW and DOS. This agreement establishes the duties both the ASUW and DOS have in the administration of SLS. SLS 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 ASUW and DOS recognize the importance of SLS and seek to establish a mutual commitment to ensure the future success of the program. This agreement defines the commitments ASUW has made to SLS and establishes the responsibilities of the DOS in the daily operations of the program.
2. **Description:** SLS offers legal services to all ASUW fee paying University of Wyoming students. SLS is funded through the allocation of a portion of the mandatory ASUW fee collected each semester from students. Legal consultations provided by SLS are free to fee paying students. Administrative fees may be assessed by SLS for the preparation of legal documents, such as wills or lease agreements, and notary public services. All legal services provided are performed by a fully licensed attorney and all legal consultation sessions are in person and confidential.
3. **Scope of Legal Representation:** SLS cannot represent University of Wyoming students in court proceedings, but can and does assist in problem resolution through non-litigative services. SLS also provides students with information on the common legal difficulties encountered by students through brochures and publications available in the SLS Office, as well as digital and electronic materials. These materials include information on landlord/tenant disputes, debt collection issues, credit issues, personal rights, criminal violations, et cetera. SLS may also issue referrals for services not provided.
4. **Restricted Representation:** SLS 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, herein after referred to as RSO.
5. **Supervision/Oversight:** The DOS shall be responsible for the daily supervision and human resources needs of SLS. The ASUW Program and Institutional Development Committee, herein after referred to as PID, shall provide the general ASUW oversight authority of SLS. The ASUW Accountant will manage the budget and all financial transactions of SLS.

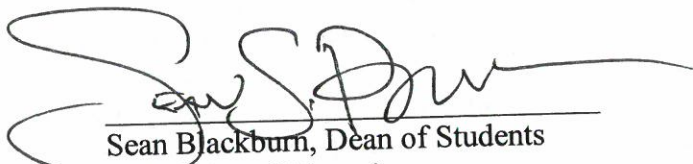
6. **ASUW Program and Institutional Development Committee:** PID shall serve as a means by which the ASUW Student Government shall supervise SLS. Any and all powers of PID will be in accordance with Article II, Section 10, Subsection 8 of the ASUW By-Laws. In addition to these duties, PID shall actively pursue the future growth and development of SLS pursuant to the recommendations included in the ASUW Strategic Plan 2014-2018. PID shall deliver a report to the ASUW Senate and ASUW President regarding the progress of the implementation of these recommendations by the end of the 103<sup>rd</sup> ASUW Student Government.
7. **Human Resource Supervision and Management:** A DOS designee shall supervise and fulfill all human resource needs of SLS; furthermore, this will include employee performance evaluations and annual planning with SLS.
8. **Information Technology and Management:** The ASUW Student Government shall be responsible for relevant upgrades to information technology needs appropriate to hardware and software of the SLS Database, telephone, and computers.
9. **Referrals:** SLS shall make all efforts to provide referrals and resources to any ASUW fee paying students for all services not rendered by SLS. If a conflict of interest occurs between SLS and a particular ASUW fee paying student, every effort will be made to refer such a student to another attorney(s) or legal program(s).
10. **Duties of Student Legal Services Attorney:** The SLS Attorney shall:
  - a. 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.
  - b. Coordinate educational programming events in order to engage individual students and student organizations in discussions regarding legal and judicial topics of interest.
  - c. Determine when it is essential to disclose information during situations wherein a student is dangerous to self or others and refer such situations to appropriate individuals or agencies.
  - d. Coordinate research through community or state agencies to assist in resolving non-university student related matters.
  - e. Write traditional and digital newspaper articles on legal and judicial topics of interest.
  - f. Research and author legal publications as needed.
  - g. Keep a wide variety of current and new developments in legal and judicial topics of interest relevant to student issues.
  - h. Work closely with the DOS Office clerical staff to supervise clerical support needs of SLS.
  - i. Plan short term and long term operating needs, develop SLS's operating budget, and monitor SLS expenses.

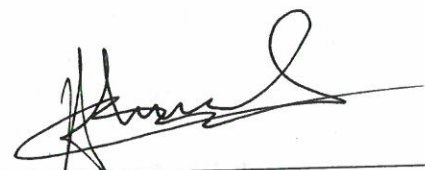
11. **Location:** SLS shall be located with the DOS in Knight Hall. The DOS will be responsible for facilities management and make all efforts to provide an adequate working environment.
12. **Clerical Support:** All clerical assistance for SLS shall be supplied by the clerical staff within the DOS Office. The DOS Office provides a clerical staff of one full-time (40 hours/week) benefited Office Associate and one half-time (20 hours/week) benefited Office Assistant. ASUW shall provide financial support for three-quarters of the part-time benefited (20 hours/week) benefited Office Assistant.
13. **Student Extern:** Contingent upon approval from the Extern Coordinator and the University of Wyoming College of Law, as well as the availability of interested College of Law students, there shall be a student extern assigned to SLS. This extern shall be either a second-year or a third-year College of Law student and shall be responsible for creating educational programming events for students detailing legal and judicial topics of interest, as well as other appropriate tasks assigned by the SLS Attorney.
14. **Non-benefited Student Employee:** SLS shall have a part-time (20 hours/week) non-benefited student employee. ASUW shall provide financial support for the part-time (20 hours/week) non-benefited student employee. This part-time (20 hours/week) non-benefited student employee shall be either a second-year or a third-year College of Law student and shall be responsible for drafting legal memoranda templates, client counseling/interviewing, legal research, as well as other appropriate task assigned by the SLS Attorney.
15. **Funding:** ASUW commits to annually fund the salary and all office expenses associated with SLS by virtue of the annual ASUW Budget & Planning Committee budgeting process.
16. **Marketing:** SLS shall cooperate with the ASUW Student Government and PID to increase student awareness and availability of the legal services provided by SLS. The DOS staff shall be responsible for assisting SLS with marginal marketing activities. The ASUW Student Government shall be responsible for administering larger marketing projects, such as the creation of a SLS brochure and the continued development of the SLS Website. SLS and PID shall cooperate in maintaining, updating, and revising content on the SLS Website. ASUW shall maintain its authority to support SLS by reserving tables in the Wyoming Union and offering free advertising space in the Branding Iron for SLS.
17. **On-site Operations:** The DOS shall be responsible for managing the on-site operations of SLS including facilities improvements and information technology needs.
18. **Student Legal Services Database:** The implementation of the Student Legal Services 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 SLS, it is clear that continual efforts will need to be made to


improve and fully implement the SLS Database. The operation of and information on the SLS Database shall be under the sole control of the SLS Attorney so as to protect the confidentiality of SLS clients. ASUW shall maintain the responsibility of funding service contracts to improve and make additions to the SLS Database.

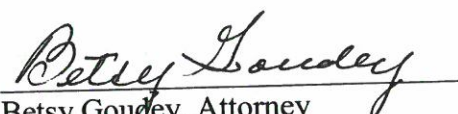
19. **Programmatic Changes:** All programmatic changes which significantly impact the operation of SLS must be made upon the recommendation of PID and be subject to consent from the ASUW Senate.
20. **Budget:** The annual SLS Budget shall be prepared collaboratively by PID and the SLS Attorney. The ASUW Business Office, by and through the ASUW Accountant or their designee, shall manage the SLS Budget.
21. **Coordination:** The ASUW President, Chair of the Program and Institutional Development Committee, SLS Attorney, and Dean of Students shall be responsible for the enforcement and implementation of this agreement.
22. **Duration/Amendments:** This agreement will be valid for a period of one year from its date of execution. Modifications and/or amendments to this agreement shall be necessary when a designated signatory to this agreement expresses interest in modifying or amending the provisions contained herein. If modifications or amendments are proposed, all designated signatories must agree to such modifications or amendments in order for them to take effect.
23. **Enactment:** This Memorandum of Understanding shall be made effective immediately upon the consent from the ASUW Senate and its execution by the designated signatories.

DATED this 27<sup>th</sup> day of April, 2015.

  
Sean Blackburn, Dean of Students  
University of Wyoming

  
Ahmed Balogun, President  
ASUW Student Government

  
Emily De Wett, PID Chair  
ASUW Student Government

  
Betsy Goudey, Attorney  
Student Legal Services