

LINCOLN MEMORIAL UNIVERSITY
DUNCAN SCHOOL OF LAW

PEER-TO-PEER CLASS EVALUATION

Name of Person Reviewed:	
Name of Reviewer:	
Title of Person Reviewed:	
Title and Section of Class:	
Number of Students:	Unsure (30-ish)
Type of Class (re: lecture, seminar, etc):	Lecture

FOUNDATIONAL ELEMENTS:

1. Did the class begin on time? Yes
2. Did the Professor take attendance using Turning Point? Yes
3. Did the Professor include at least three (3) interactive Turning Point slides at some point during the class? Yes
4. Was the Professor dressed professionally? (If no, please explain your response)
Yes

PREPARATION & EXECUTION:

1. Does the Professor appear prepared to discuss the substantive material of the class?
Definitely
2. What style of teaching did the Professor adopt? (e.g. lecture, Socratic, etc)
Mixture of lecturing and Q & A of students
3. Did the Professor execute the adopted style effectively?
Yes.
4. Did the Professor have interactive components to the class outside of TurningPoint questions?
I don't think so.
5. Were the students engaged in the interactive teaching process?
Yes.
6. Did you notice any student engaging in unauthorized activity? (e.g. playing on the internet) (if yes, please explain)
No.
7. Did the Professor adopt a professional demeanor with the students?
Yes.
8. Did the Professor create an environment where questions are welcomed?
Yes.
9. Regardless of style, was the Professor an effective teacher?
Very interesting teaching style. He moved around the room and seemed very personable. Created a great learning environment. Seemed passionate and knowledgeable about the subject. Made the subject seem interesting.
10. Did the Professor encourage the students to express themselves?

I believe so...he certainly did not discourage students from speaking up.

11. Did the Professor demonstrate insight into the subject matter that could not be acquired through the text alone? (e.g. the intended subject matter's relationship with other bodies of law)

Yes. He gave great stories that easily illustrated the point of the text.

12. Did the Professor demonstrate a passion or interest for the subject matter?

Yes. Wish he had been my 1st teacher. He made it interesting.

13. What, if any, DSOL-defined student learning outcomes did the Professor address either directly or indirectly? Please provide specific examples

Being able to analyze the law and apply it to the facts. I think that was one of the DSOL-defined student learning outcomes that was taught...Prof. _____ did that in this class.

CLASS ACTIVITIES

(Only complete this section if the Professor engaged the students in learning exercises)

1. What types of learning activities did the Professor use? (e.g. settlement exercises, practice exams, outline writing exercises, skills exercises, etc).

None, that I saw but it did not seem inappropriate to NOT have those types of learning activities based on the class discussion.

2. Did the exercises appear to be well prepared?

N/A

3. Did the Professor execute the exercise effectively?

N/A

4. Were the students engaged in the exercise?

N/A

5. Do you believe the exercise enhanced learning of the intended material?

N/A

6. Did the Professor discuss the exercise after the students completed it? N/A
7. Did the discussion appear to add to the student's learning experience? (e.g. Did it summarize the intended material? Did it deepen the analysis of the intended material? Did it discuss the policies behind the legislation, etc)

N/A

TERMINATION OF CLASS AND GENERAL THOUGHTS

1. Did the class end at or near time? If the time went over, by how much? If class exceeded the amount of time, by how much?

Ended on time.

2. Did you enjoy the class?

Yes!

3. Would you want to take this class if you were a student?

Yes!

4. What could the Professor have done better? And/or, what would you have done differently?

Great just the way he has structured and taught it.

LINCOLN MEMORIAL UNIVERSITY
DUNCAN SCHOOL OF LAW

INSTRUCTIONS

Please complete the form—in its entirety—during the class that you are reviewing. Please do not wait “until later” to complete the form. You will forget! The idea is to get your fresh observations of the class.

When completing the form, please be sure to:

1. Explain your responses. One word replies are unhelpful for the person being reviewed. For instance, imagine the following question: Did the professor create an environment where questions are welcomed? If you respond “yes” and say nothing more, you have provided ineffective feedback. A better response would be: “Yes. The Professor repeatedly asked the students if they had questions. Specifically, the Professor asked the students if they understood the material after completing each of the key concepts for the class.”
2. After identifying a weakness, be sure to recommend a remedy. For instance, “your attire is unprofessional” is unhelpful. Instead, say, “Your attire is unprofessional, as you wore flip-flops to class. Try wearing closed-toed shoes.” Notice, this example both identifies a problem and recommends a solution. (This is obviously a trite example but is nonetheless hopefully an effective one.)

After completing the form, please return the form to Dean Jonathan A. Marcantel. Further distribution to the professor being reviewed will then be handled through his office.

LINCOLN MEMORIAL UNIVERSITY
DUNCAN SCHOOL OF LAW

PEER-TO-PEER CLASS EVALUATION

Name of Person Reviewed:	
Name of Reviewer:	
Title of Person Reviewed:	
Title and Section of Class:	
Number of Students:	Unsure (40-ish)
Type of Class (re: lecture, seminar, etc):	Lecture

FOUNDATIONAL ELEMENTS:

1. Did the class begin on time? Yes
2. Did the Professor take attendance using Turning Point? Yes
3. Did the Professor include at least three (3) interactive Turning Point slides at some point during the class? Yes
4. Was the Professor dressed professionally? (If no, please explain your response)
Yes

PREPARATION & EXECUTION:

1. Does the Professor appear prepared to discuss the substantive material of the class?

Yes he was very prepared.

2. What style of teaching did the Professor adopt? (e.g. lecture, Socratic, etc)

Mixture of lecturing/Socratic method and Q & A of students

3. Did the Professor execute the adopted style effectively?

Yes he did.

4. Did the Professor have interactive components to the class outside of TurningPoint questions?

Yes, he actually had the students ANSWER out loud the TP questions. I think that this makes the questions more relevant since the students know that they will have to not only answer the Q, but also answer and explain orally right then and there. Keeps them on their toes. I need to do this.

5. Were the students engaged in the interactive teaching process?

Yes, they definitely were.

6. Did you notice any student engaging in unauthorized activity? (e.g. playing on the internet) (if yes, please explain)

Not that it easily seen on the camera.

7. Did the Professor adopt a professional demeanor with the students?

Yes he did.

8. Did the Professor create an environment where questions are welcomed?

Yes.

9. Regardless of style, was the Professor an effective teacher?

Very intelligent professor who actively engages the students in the discussion. Students seem to love this class. They definitely seemed challenged. Students laugh and seem to openly enjoy his professor and this class. Laughter AND learning, what can be better?

10. Did the Professor encourage the students to express themselves?

Yes. Students were repeatedly asked what they thought and to speak up. The professor gave specific examples of what could be “offers” and asked the students to tell if they were or were not “offers.”

All students were recognized and allowed to speak and all Q's were answered.

11. Did the Professor demonstrate insight into the subject matter that could not be acquired through the text alone? (e.g. the intended subject matter's relationship with other bodies of law)

Yes, he clearly has knowledge of this subject beyond the textual reading alone.

12. Did the Professor demonstrate a passion or interest for the subject matter?

Yes.

13. What, if any, DSOL-defined student learning outcomes did the Professor address either directly or indirectly? Please provide specific examples

Prof. was able to get the students to use their critical thinking skills by getting them to analyze the TP questions given and having an in depth Q & A session to get them to reach the answer.

CLASS ACTIVITIES

(Only complete this section if the Professor engaged the students in learning exercises)

1. What types of learning activities did the Professor use? (e.g. settlement exercises, practice exams, outline writing exercises, skills exercises, etc).

None, that I saw but it did not seem inappropriate to NOT have those types of learning activities based on the class discussion.

2. Did the exercises appear to be well prepared?

N/A

3. Did the Professor execute the exercise effectively?

N/A

4. Were the students engaged in the exercise?

N/A

5. Do you believe the exercise enhanced learning of the intended material?

N/A

6. Did the Professor discuss the exercise after the students completed it? N/A
7. Did the discussion appear to add to the student's learning experience? (e.g. Did it summarize the intended material? Did it deepen the analysis of the intended material? Did it discuss the policies behind the legislation, etc)

N/A

TERMINATION OF CLASS AND GENERAL THOUGHTS

1. Did the class end at or near time? If the time went over, by how much? If class exceeded the amount of time, by how much?

Ended on time.

2. Did you enjoy the class?

Yes!

3. Would you want to take this class if you were a student?

Yes!

4. What could the Professor have done better? And/or, what would you have done differently?

Great just the way he has structured and taught it.

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DUNCAN SCHOOL OF LAW

INSTRUCTIONS

Please complete the form—in its entirety—during the class that you are reviewing. Please do not wait “until later” to complete the form. You will forget! The idea is to get your fresh observations of the class.

When completing the form, please be sure to:

1. Explain your responses. One word replies are unhelpful for the person being reviewed. For instance, imagine the following question: Did the professor create an environment where questions are welcomed? If you respond “yes” and say nothing more, you have provided ineffective feedback. A better response would be: “Yes. The Professor repeatedly asked the students if they had questions. Specifically, the Professor asked the students if they understood the material after completing each of the key concepts for the class.”
2. After identifying a weakness, be sure to recommend a remedy. For instance, “your attire is unprofessional” is unhelpful. Instead, say, “Your attire is unprofessional, as you wore flip-flops to class. Try wearing closed-toed shoes.” Notice, this example both identifies a problem and recommends a solution. (This is obviously a trite example but is nonetheless hopefully an effective one.)

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DUNCAN SCHOOL OF LAW

PEER-TO-PEER CLASS EVALUATION

Name of Person Reviewed:	
Name of Reviewer:	██████████
Title of Person Reviewed:	
Title and Section of Class:	
Number of Students:	
Type of Class (re: lecture, seminar, etc):	Lecture September 13 , 2010

FOUNDATIONAL ELEMENTS:

1. Did the class begin on time? Yes
2. Did the Professor take attendance using TurningPoint? Yes
3. Did the Professor include at least three (3) interactive TurningPoint slides at some point during the class? Yes
4. Was the Professor dressed professionally? (If no, please explain your response)
Yes

PREPARATION & EXECUTION:

1. Does the Professor appear prepared to discuss the substantive material of the class?

Yes

2. What style of teaching did the Professor adopt? (e.g. lecture, Socratic, etc)

Lecture and Socratic

The Professor also does short webinar that provide an overview of the subject or provide a short lecturette on the elements. The student has the opportunity to watch before class while they are reading the cases.

3. Did the Professor execute the adopted style effectively?

She makes use of discussion and dialog to answer student questions. The questions from TurningPoint were used to engage the students by answering their questions and raising additional points. She engaged the students for the first hour.

4. Did the Professor have interactive components to the class outside of TurningPoint questions?

She uses the turning point fact patterns and questions to provide further development of the elements and rules.

5. Were the students engaged in the interactive teaching process?

The students were engaged in asking questions and responding and applying the rules to the facts.

6. Did you notice any student engaging in unauthorized activity? (e.g. playing on the internet) (if yes, please explain)

N/A watched the class on Mediasite

7. Did the Professor adopt a professional demeanor with the students?

The Professor was in control of the class and controlled the discussion and was professional but had a style that allowed for her to develop a rapport with the students.

8. Did the Professor create an environment where questions are welcomed?

Yes she did and students were willing to engage in answering questions when they were asked.

9. Regardless of style, was the Professor an effective teacher?

Yes she was effective in teaching the students and using a modified Socratic method using TurningPoint to provide the framework for her questions.

10. Did the Professor encourage the students to express themselves?

Yes she did and had responses from a large number of the class.

11. Did the Professor demonstrate insight into the subject matter that could not be acquired through the text alone? (e.g. the intended subject matter's relationship with other bodies of law)

She provided opportunities to tie the material to other parts of the torts course.

12. Did the Professor demonstrate a passion or interest for the subject matter?

She seemed to have an understanding of the subject.

13. What, if any, DSOL-defined student learning outcomes did the Professor address either directly or indirectly? Please provide specific examples

Knowledge of Major Content Areas of Substantive Law
- torts the subject matter of the course

Critical Thinking Skills

For each problem set she required students to provide critical thinking in analyzing, synthesizing, and evaluating as they provided the reasoning for their answers.

CLASS ACTIVITIES

(Only complete this section if the Professor engaged the students in learning exercises)

N/A

1. What types of learning activities did the Professor use? (e.g. settlement exercises, practice exams, outline writing exercises, skills exercises, etc).

2. Did the exercises appear to be well prepared?

3. Did the Professor execute the exercise effectively?

4. Were the students engaged in the exercise?

5. Do you believe the exercise enhanced learning of the intended material?

6. Did the Professor discuss the exercise after the students completed it? _____

7. Did the discussion appear to add to the student's learning experience? (e.g. Did it summarize the intended material? Did it deepen the analysis of the intended material? Did it discuss the policies behind the legislation, etc)

TERMINATION OF CLASS AND GENERAL THOUGHTS

1. Did the class end at or near time? If the time went over, by how much? If class exceeded the amount of time, by how much?

The class ended on time.

3. Did you enjoy the class?

Yes I did enjoy the class

3. **Would you want to take this class if you were a student?**

Yes

4. **What could the Professor have done better? And/or, what would you have done differently?**

The Professor allowed volunteers throughout the class and I think that there is some advantage to calling on students to engage students who may not volunteer.

Technical thought – one done with Powerpoint – use the Blank Screen feature to turn off the windows screen on the display for the next 30 minutes.

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2. After identifying a weakness, be sure to recommend a remedy. For instance, “your attire is unprofessional” is unhelpful. Instead, say, “Your attire is unprofessional, as you wore flip-flops to class. Try wearing closed-toed shoes.” Notice, this example both identifies a problem and recommends a solution. (This is obviously a trite example but is nonetheless hopefully an effective one.)

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PEER-TO-PEER CLASS EVALUATION

Name of Person Reviewed:	
Name of Reviewer:	
Title of Person Reviewed:	
Title and Section of Class:	
Number of Students:	35
Type of Class (re: lecture, seminar, etc):	lecture/ 11-4-2010

FOUNDATIONAL ELEMENTS:

1. Did the class begin on time? Yes
2. Did the Professor take attendance using TurningPoint? Yes, with the TP questions.
3. Did the Professor include at least three (3) interactive TurningPoint slides at some point during the class? Yes.
4. Was the Professor dressed professionally? (If no, please explain your response)
Yes, although it was more business casual.

PREPARATION & EXECUTION:

1. Does the Professor appear prepared to discuss the substantive material of the class?

Yes, she seems to know the material very well and exhibits passion for the subject matter.

2. What style of teaching did the Professor adopt? (e.g. lecture, Socratic, etc)

Predominantly lecture.

3. Did the Professor execute the adopted style effectively?

Yes. She appears to be very comfortable in the style and was very interesting to watch.

4. Did the Professor have interactive components to the class outside of TurningPoint questions?

Although it was not interactive, per se, she did use a slide that gave them steps to apply for jurisdiction.

5. Were the students engaged in the interactive teaching process?

They did ask questions and she did respond with appropriate answers and queries back.

6. Did you notice any student engaging in unauthorized activity? (e.g. playing on the internet) (if yes, please explain)

No, but I could not see them.

7. Did the Professor adopt a professional demeanor with the students?

Yes, she was very professional.

8. Did the Professor create an environment where questions are welcomed?

Yes, she made verbal inquiries of students, as a whole.

9. Regardless of style, was the Professor an effective teacher?

Yes, I think she is very effective.

10. Did the Professor encourage the students to express themselves?

Yes, Professor _____ has a relaxed style that I contemplate causes students to feel welcome to participate.

Students spoke up in class at appropriate times and did not appear to be raising their hands as though questions could only be asked with permission.

11. Did the Professor demonstrate insight into the subject matter that could not be acquired through the text alone? (e.g. the intended subject matter's relationship with other bodies of law)

Yes, she knows her stuff!

12. Did the Professor demonstrate a passion or interest for the subject matter?

Yes, she was very passionate about the material.

13. What, if any, DSOL-defined student learning outcomes did the Professor address either directly or indirectly? Please provide specific examples

Students will be able to synthesize cases and formulate rules when determining whether personal or subject matter jurisdiction exists.

(Professor _____ effectuated the second and third listed learning outcomes for her class by discussing pivotal cases with the class and asking them to synthesize their holdings.

CLASS ACTIVITIES

(Only complete this section if the Professor engaged the students in learning exercises)

1. What types of learning activities did the Professor use? (e.g. settlement exercises, practice exams, outline writing exercises, skills exercises, etc).

2. Did the exercises appear to be well prepared?

3. Did the Professor execute the exercise effectively?

4. Were the students engaged in the exercise?

5. Do you believe the exercise enhanced learning of the intended material?

6. Did the Professor discuss the exercise after the students completed it? _____

7. Did the discussion appear to add to the student's learning experience? (e.g. Did it summarize the intended material? Did it deepen the analysis of the intended material? Did it discuss the policies behind the legislation, etc)

TERMINATION OF CLASS AND GENERAL THOUGHTS

1. Did the class end at or near time? If the time went over, by how much? If class exceeded the amount of time, by how much?

Yes, the class was timely.

2. Did you enjoy the class?

Yes, I enjoyed it and wish she had been my professor.

3. Would you want to take this class if you were a student?

Yes.

4. What could the Professor have done better? And/or, what would you have done differently?

A bit more socratic method might ensure that the students would be engaged more and prepared. Nothing I saw made me think they were anything but prepared but a bit of socratic method might guarantee it.

LINCOLN MEMORIAL UNIVERSITY
DUNCAN SCHOOL OF LAW

FACULTY TRAINING SESSIONS 2010

Contents:

Faculty Training Sessions, January 2010-current

Future & Proposed Training Sessions 2010-2011

Speaker biographies

Thursday, January 14 @ 2:pm
Library in Your Laptop

Room 201

Learn how to access the more than 500,000 ebooks and ejournals the Duncan School of Law Library subscribes to directly from your laptop using one federated search platform, Aquabrowser. Learn how to build your own collection with My Discoveries. Research tips that will help you find the most relevant information will be discussed.

Speakers: Ann Walsh Long and Gordon Russell

Thursday, February 4 @ 2:pm
CILP, BePress/SelectedWorks, and ExpressO

Room 201

Learn how to create an automated clipping service on specific subjects that will be sent to you via email, using Current Index to Legal Periodicals (CILP). BePress/SelectedWorks can be used to create and update a digital repository of your articles and presentations. BePress/SelectedWorks and ExpressO offer electronic submission options for publication of your scholarship.

Speaker: David Walker

Tuesday, February 23 @ 2:pm
HeinOnline

Room 201

Heinonline is a digital library with the greatest volume of law journal articles in PDF. Moreover, Hein publishes the USC, CFR, Federal Register, U.S. Statutes at Large, U.S. Attorney General Opinions, state session laws, United Nations documents, English Reports, ALI publications, Federal agency documents, and more, all available in PDF (which is just as good as print, but not as heavy).

Speaker: David Walker

February 18, 2010

Room 201

Juris Types

Join Prof. Martha Briggs for a discussion on using psychological type theory to improve law students' learning. Topics will include, but are not limited to, the Myers-Briggs personality indicators, type dynamics, and learning styles.

Speaker: Professor Martha M. Peters, Elon School of Law

Tuesday, March 16 @ 2:pm

Room 201

Fastcase and Tennessee Legal Research Resources Online

All Tennessee Bar members have access to Fastcase. Our students and faculty also have access to this legal research database that provides access to federal and state case law, statutes, and administrative codes. In addition to learning how to conduct research on Fastcase, this session will also provide an overview of the Tennessee legal resources freely available via the Internet, and resources available via Westlaw and LexisNexis.

Speaker: David Walker

Thursday, July 22

Room 325

Library Orientation

Today's session is an orientation for new faculty on what the DSOL library offers you in terms of legal materials, research support, and technology. Topics covered will include databases (WL, LX, etc.), Hein, CALI, Aquabrowser (our catalog), libguides, TWEN, purchasing requests, print materials, and librarian liaisons.

Speakers: David Walker, Ann Long

Monday, July 26 @ Noon

Room 201

BNA

The Bureau of National Affairs publishes a wealth of useful material by subject area that may be useful in your classroom. There is so much more than the U.S. Law Week! Eric Kaufman, our BNA representative, will be on hand to explain the research advantages which this database provides.

Thursday, July 29 @ Noon

Room 201

LexisNexis Congressional

If you use congressional documents for your scholarship, LexisNexis Congressional may cut your research time in half. This database offers extensive legislative history coverage, including committee reports, hearings, floor debates, bill tracking, and federal agency regulations. LexisNexis Congressional representative Pam Cowart will give us an overview of these materials.

LexisNexis Congressional

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Thursday, August 5

Academic Success I Faculty Training

Director Heather Zuber met with the professors who were teaching Academic Success Program I to discuss the course requirements, purposes, and structure, how the course differs from case book courses, what was expected of the faculty, and the resources she would provide to assist them with their class preparations. She also addressed their questions and concerns regarding the course.

Speaker: Heather Zuber

Thursday, August 5

Academic Success Department Structure, Purposes, and Future

The purposes and structure of the department were discussed in its current and anticipated future states. The Bridge Week and Academic Success Programs I and III courses were also discussed, including explaining what they are, how they impact the other courses, and the documents and information that the faculty can provide to assist with the administration of those courses. The Academic Success Department's role in assisting faculty with their course was also discussed. Finally, collaborative learning was defined and discussed, and suggested ways to incorporate collaborative learning exercises into classes were provided.

Speaker: Heather Zuber

Thursday, August 12, 2010

Lawyering Skills III Faculty Training

Director Heather Zuber met with the professors who taught Lawyering Skills III to discuss the course requirements and structure, course documents, what was expected of the faculty, and the resources she would provide to assist them with their class preparations. Director Zuber also addressed their questions and concerns regarding the course.

Speaker: Heather Zuber

Thursday, August 12, 2010

Academic Success III Faculty Training

Director Heather Zuber met with the professor who taught Academic Success Program III to discuss the course requirements, purposes, and structure, how the course differed from case book courses, what was expected of the professor, and the resources she would provide to assist him with his class preparations. She also addressed his questions and concerns regarding the course. To train him for one-on-one counseling, they jointly met with the students for the first and some of the second meetings, which Director Zuber conducted. After these meetings, the professor and Director Zuber frequently discussed her strategies and observations, and she asked the professor for his input and thoughts.

Speaker: Heather Zuber

Tuesday, August 31, 2010

Learning Styles Training for Faculty and Librarians

Director Zuber conducted a faculty and librarian training session on learning styles. She described the different learning styles and suggested ways each style can be incorporated into classes. Director Zuber also discussed the benefits of both knowing students' learning styles, and catering studying practices to the applicable learning style(s).

Speaker: Heather Zuber

Tuesday, October 12, 2010

Lawyering Skills III Faculty Training

Director Heather Zuber met with the professors who taught Lawyering Skills III to discuss the Final Appellate Brief, Final Oral Arguments, and remaining classes. She also addressed their questions and concerns.

Speaker: Heather Zuber

Tuesday, November 9, 2010

Academic Success I Faculty Training

Director Heather Zuber met with the faculty who taught Academic Success Program I to discuss critiquing the students' practice exams and conducting one-on-one conferences. She also addressed their questions and concerns.

Speaker: Heather Zuber

Monday, November 29, 2010

Library Presentaion on Information Access

The library staff met with faculty to train them on using Aquabrowser and accessing legal research databses available to them through the university and the law school; advising them on what to do when the receive SCIPLS and Greenslips; and using virtual reference through Windows Live Messenger.

Speakers: Ann Long, Joshua Pluta, Katherine Marsh, David Walke

Future Training Sessions

Libguides

Spring 2011

The library provides each faculty member with an individual libguide tailored to their research interests, frequently used links, and links from DSOL & LMU. In addition, librarians create subject libguides on a range of topics, from 1L classes to bar prep, to TN Legal Resources, etc. Join us for a discussion on how to make these timesaving libguides work for you.

Speakers: Katherine Marsh, Josh Pluta, David Walker

WestlawNext

November 2010

Postponed to Sp11

You may have noticed that WestlawNext has become the default search engine from the main Westlaw page. What is WestlawNext? How is it different from traditional Westlaw? Why might you consider using it instead of traditional Westlaw? We'll show you all of the new bells and whistles.

Speakers: David Walker

Beyond Bullets:

January 11, 2011

Multiple studies have shown that traditional PowerPoint bullets often produce stupor rather than understanding. Join Prof. Pluta for a session on creating more effective presentations, both with PowerPoint and with emerging technologies.

Speaker: Joshua Pluta

Rm 201 @ 11:30

Advanced Turning Point

January 2011

Turning Point is more than just a way to monitor attendance. Join Dean Russell and Prof. Pluta for an in-depth look at the many functions of Turning Point. Learn how to use this assessment tool to measure student progress to your best advantage.

Speakers: Gordon Russell, Joshua Pluta

LMU Pathway & Sharepoint

Sp 2011

Starting September 15*, LMU will be rolling out Pathway, a one-stop shop for:

- Web Advisor
- Outlook Web Access & Calendar
- Campus Announcements and Events
- Library Resources
- Personal Document Storage & Sharing
- Team Collaboration

Pathway will centralize and eventually replace many functions of the LMU website, so get ahead of the game now. Join Prof. Pluta for more information on navigating through these changes.

Speaker: Joshua Pluta

Faculty Publication 101

Spring 2011

This session is designed with new faculty, who have not previously been in academia, in mind, but all faculty members are welcome to attend. David Walker will be explaining how to generate research topics, submit research for publication, and get your research noticed. He will discuss the process from beginning to end.

Speaker: David Walker

Library Refresher**Spring 2011**

Join Ann Long and Joshua Pluta for a refresher (or, in some cases, an introductory) course in using the DSOL library website. Learn how to access our print and electronic materials using Aquabrowser, eBrary, and selected legal databases.

Speakers: Joshua Pluta, Ann Long, Katherine Marsh**West Academic Network****Spring 2011**

Learn how to use this database to find free electronic materials, receive comp copies, etc.

Speakers: Ann Long, Katherine Marsh**Bluebook update****Late Spring 2011**

Changes to the 19th edition; how these changes might affect your research and citations. Get ahead on your footnotes over the summer!

Speakers: Katherine Marsh, Joshua Pluta**Incorporating Synthesis into Courses****Wednesday, February 2, 2011**

Director Zuber will discuss why synthesis should be incorporated into all courses rather than just legal writing and academic success courses. She will also discuss how to incorporate synthesis into courses and the role that synthesis plays in preparing students for the practice of law.

Speaker: Heather Zuber**Helping Students Learn Forward****Wednesday, March 2, 2011**

Director Zuber will explain the importance of students being able to take knowledge and skills they have learn and use them on future assignments, exams, and activities. She will also discuss why students have difficulty

transferring forward their knowledge and skills, and will suggest ways to help them both retain this information and appreciate the importance of doing.

Speaker: Heather Zuber

Efficiency without Losing Efficacy

Wednesday, April 6, 2011

Director Zuber will discuss how to increase professors' efficiency with critiquing exams without losing valuable feedback. She will also discuss how to make giving feedback on final exams a time-worthy endeavor.

Speaker: Heather Zuber

Academic Success II Professor Training Sessions

**Thursday, January 13th; Tuesday, January 25th; Tuesday, March 1st;
Tuesday, March 15th; Tuesday, April 5th**

Director Zuber will prepare the professors for upcoming activities and assignments, and will answer their questions and concerns. She will also train a new professor on one-on-one counseling. They will jointly meet with some of the students for the first and some of the second meetings, which Director Zuber will conduct. After these meetings, the professor and Director Zuber will discuss Director Zuber's strategies and observations. Director Zuber will ask the professor for her input and thoughts.

Speaker: Heather Zuber

Lawyering Skills II Professor Training Sessions

**Monday, January 10th; Tuesday, January 25th; Tuesday, March 1st; Tuesday,
March 15th; Tuesday, April 5th**

Director Zuber will prepare the professors for upcoming activities and assignments, and will answer their questions and concerns.

Speaker: Heather Zuber

Biographies

Gordon Russell

Director of the Law Library, Associate Dean, and Professor of Law

the founding Associate Dean for Library and Information Technology and Professor of Law at Charleston School of Law. He has taught first-year Legal Research and Writing, Interviewing, Negotiation and Counseling, Advanced Electronic Research, Advanced Legal Research and Legal Research Boot Camp. For the last 10 years he has taught legal research in offshore tax online for the International Off Shore Tax LL.M. program currently offered at Thomas Jefferson Law School in San Diego. Mr. Russell received his B.A. degree from Brigham Young University, M.L.S. from Brigham Young University, LL.B. from University of Western Ontario and J.D. degree from the University of New Mexico.

Ann Walsh Long

Technical Services/Circulation Services Librarian

Ann Walsh Long has nearly twenty years' experience as a law librarian. During that time she has worked in the governmental setting at the EPA, in the private sector at several large law firms, and in the academic setting the West Virginia University College of Law. She has written numerous articles and presented regionally and nationally on current trends in law libraries. She received her master's degree in library science from the Catholic University of America (DC) and her BA from Colorado College.

David Walker

Information Services Librarian

Prior to working at LMU, Mr. Walker served as a reference librarian at the Charleston School of Law. He has received his Master of Library and Information Science degree from Rutgers University School of Communication, Information and Library Studies and his JD degree from Rutgers School of Law in Camden, New Jersey. He worked for the Middlesex County Prosecutor's Office in New Brunswick, New Jersey, United States Department of Justice, Antitrust Division in Philadelphia, Pennsylvania, before clerking for the Honorable Deborah J. Venezia, J.S.C. Mr. Walker has additionally worked for the Archibald S. Alexander Library of Rutgers University and is a member of the New Jersey Bar.

Katherine Marsh

Faculty Services Librarian

In addition to teaching first-year Lawyering Skills, Ms. Marsh coordinates faculty research requests, manages Bepress, Libguides, and other faculty tools, provides general reference and research assistance, and contributes to the teaching, scholarship, and service aspects of the law school and the university. Ms. Marsh earned her Juris Doctor from Mercer University in Macon, Georgia. She received her Master of Information Science degree and her undergraduate degree in political science from the

University of Tennessee. Most recently, Ms. Marsh was Assistant Professor and Reference Librarian at the University of Tennessee College of Law, Knoxville, Tennessee. She has presented at SEAALL, volunteered at both SEAALL and AALL, and attended multiple professional events for both organizations. Ms. Marsh is also a member of the American Bar Association (ABA) and the American Library Association (ALA).

Joshua Pluta

Emerging Technologies Librarian

Prior to joining the DSOL faculty, Joshua Pluta worked as a part-time instructor for Kaplan Test Prep and as a Claims Attorney for Fidelity National Title Group. Mr. Pluta earned his B.A. in Mathematics and History in 2002 and his J.D. with Distinction in 2007, both from the University of Nebraska-Lincoln, and his M.A. in Information Science and Learning Technologies from the University of Missouri-Columbia in 2008. Mr. Pluta has also worked at Schmid Law Library at the University of Nebraska-Lincoln, Klutznick Law Library at Creighton University, Criss Library at the University of Nebraska-Omaha, the Lancaster County (NE) Public Defender, and the Nebraska Commission on Public Advocacy.

Heather Zuber

Assistant Professor of Law; Director of Academic Success and Lawyering Skills

Heather Zuber received a B.S. in psychology and a B.A. in French from the University of Iowa. She studied for one semester at the University of Grenoble in Grenoble, France. She received a J.D. from California Western School of Law in San Diego. One semester of her legal studies were conducted at King's College in London, England.

Director Zuber was a civil litigator for seven years prior to becoming a full-time professor. She taught at American Continental University and Platt College before teaching for Western State University College of Law in Orange County, California. She has presented at numerous regional legal writing and academic success conferences and workshops. Currently, Professor Zuber is the Director of the Lawyering Skills and Academic Success departments, which assist students with learning and honing legal writing and research skills and with achieving and maintaining academic success.

Courses: Bridge Week, Academic Success I - IV, Lawyering Skills I - IV

**DUNCAN
SCHOOL OF LAW**

Lincoln Memorial University

**FACULTY
MENTOR/PROTÉGÉ
HANDBOOK**

2010-2011

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I. Introduction

It is part of the vision of Lincoln Memorial University – Duncan School of Law (DSOL) to assist faculty in becoming excellent teachers, scholars and providers of service to the School of Law, the University and the community. DSOL wants to retain new faculty by helping them become more familiar with the Law School culture, increase their learning curve, and to become aware of Law School and University resources. In this vein, DSOL has implemented a program of faculty Mentoring. This handbook is designed to provide a process and procedure to assist in these goals for teaching, scholarship and service. This handbook may be found online and is for use by both the Mentor and the Protégé.

II. Objectives

Overall

- DSOL Mentors will foster a collegial environment by helping new faculty meet and network with other faculty and staff.
- DSOL Mentors will help increase the flow of accurate and timely information through the Law School by discussing the process with new Protégés.
- DSOL Mentors will communicate the morale, motivation, and a sense of community to new faculty.

Teaching

- DSOL wants to facilitate the improvement of faculty teaching by helping them become familiar with the law school's focus on learning outcomes and successful teaching in the classroom.
- DSOL Mentors will provide new faculty with information on how they make use of the technology that is used by all teachers at DSOL (TurningPoint training and Mediasite).
- DSOL Mentors will provide new faculty with the following information:
 - Each doctrinal course at the DSOL must administer a mid-term examination;
 - Following mid-term examinations, each doctrinal faculty member must hold a debriefing session with the students, whereby the professor discusses the correct answers to the exam and the reasons for those answers;
 - DSOL requires each of its professors to administer at least three (3) interactive questions per class session;
 - The mid-term examination requirement is intended as a mechanism for both formative and summative assessment and is one of the DSOL's methods of instruction;
 - The required use of rubrics;
 - DSOL has enacted a policy of writing across the curriculum. This policy requires every professor at the DSOL to include at least one writing assignment over the course of the academic semester in each of his/her classes. Professors are given great latitude in determining the type(s) of writing assignment(s), but written portions of mid-term or final exams do not meet this requirement. The assignment(s) must include or enhance some aspect of the following: analytical skills, general problem-solving skills, or synthesizing skills; and

- DSOL has enacted a policy of skills across the curriculum. This policy requires Faculty to include at least one skills-based assignment over the course of the academic semester in each course they teach. Professors are given great latitude in determining the type of skills-based assignment(s), but the assignment(s) must, either directly or indirectly, focus on some aspect of practicing law. Specific areas for focus include but are not limited to: drafting skills, oral advocacy skills, research skills, and dispute resolution skills.
- DSOL Mentors will discuss with new faculty teaching resources and the role of teaching with the mission of the law school. (*Introduce LibGuide to Teaching Tools*)

Scholarship

- DSOL wants to facilitate faculty in becoming competent and productive scholars.
 - At DSOL in addition to traditional law review articles, scholarship may embrace applicable references of Dr. Ernest Boyer's Taxonomy of scholarship (*Scholarship Reconsidered*, 1990).
 - Scholarship expectations:

"At a minimum for a five year presumptively renewable contract, faculty should have published (while employed at LMU-DSOL) at least two substantial scholarly works and have substantially completed (which means a completed rough draft) at least one additional work."

- DSOL Mentors will provide new faculty with opportunities to discuss the Protégé's scholarly agenda and the resources available to support the new faculty member in their scholarship.
- DSOL Mentors will introduce new faculty to resources that will help them be productive scholars (*Introduce LibGuides on Creating Law Review articles.*)

Service

DSOL wants to assist faculty in being productive with regard to service to DSOL, the University and to the community.

- Faculty will serve on DSOL committees.
- Faculty will serve as representatives of the DSOL at University councils and committees as assigned by the Dean.
- Faculty must attend official meetings of the University Faculty and special meetings called by VPAA or the President.
- Faculty must attend Faculty Department meetings.
- Attendance at University Commencement ceremonies is a condition of employment.
- Faculty must complete ten (10) hours of ProBono/Community service each year pursuant to the terms in the DSOL Faculty Handbook.
- DSOL Mentors will provide new faculty opportunities to discuss the Protégé's service obligations by discussing the law school committee structure and university

committees that the law school faculty may serve on as well as possible service opportunities within the community.

- DSOL Mentors will introduce new faculty to service to the school and the university by having them attend a committee meeting with the Mentor and then discuss any questions with the Protégé.

III. The Mentoring Process

The Responsibility of the Dean

As soon as a faculty appointment is made, the Dean assigns a Mentor, to serve as a means of acclimating the new faculty member to DSOL. The Dean is responsible for advising new faculty on matters pertaining to academic reviews and advancement. As the Mentor may also be asked to provide informal advice, it is also the chair's responsibility to see that mentions have current information on DSOL's academic personnel process. Mentors and Protégés will be paired, if possible, by subject matter interests.

The Responsibility of the Mentor

The Mentor should contact the new faculty member in advance of his/her arrival at the Law School, set up a meeting shortly after the arrival of the new faculty member in Knoxville, and then schedule a regular appointment with the new faculty member on a regular basis over at least the next year. Meetings between Mentor and new faculty should be at a minimum of once each month although a greater frequency is highly recommended. The Mentor should provide informal advice to the new faculty member on aspects of teaching, research and committee work or be able to direct the new faculty member to appropriate individuals. Often the greatest assistance a Mentor can provide is simply the identification of which staff one should approach for which task. The Mentor and Protégé should treat all interactions and discussions in confidence, in order to facilitate an open exchange of ideas regarding requirements for teaching, scholarship and service at DSOL.

The Responsibility of the Protégé

The new faculty member should keep his/her Mentor informed of any problems or concerns as they arise. Protégés should promptly return all communication by the Mentor, and Mentors and Protégés should share information on each other's backgrounds, professional experiences, and values. The Protégé should reveal to the Mentor any needs, aspirations, and goals in order to facilitate the dialogue between Mentor and Protégé necessary to a successful and fruitful collaboration.

The Mentor and Protégé should reach an agreement as to goals for the Protégé and develop expectations as to how (including concrete steps) and when those goals would be achieved.

IV. The Mentor

The most important tasks of a good Mentor are to help the new faculty member achieve excellence and to acclimate to DSOL. Although the role of Mentor is an informal one, it poses a challenge and requires dedication and time. A good relationship with a supportive, active Mentor has been shown to contribute significantly to a new faculty member's career development and satisfaction.

Qualities of a Good Mentor

- **Accessibility** – The Mentor is encouraged to make time be available to the new faculty member. The Mentor might keep in contact by dropping by, calling, sending e-mail or extending a lunch invitation. It is very helpful for the Mentor to make time to read/critique proposals and papers and to provide periodic reviews of progress. The Mentor is encouraged to involve the Protégé in the workings of the School of Law by having the Protégé work together with the Mentor on projects, or recommend other involvement in the service of DSOL.
- **Networking** – The Mentor should be able to help the new faculty member establish a professional network.
- **Independence** – the new faculty member's intellectual independence from the Mentor must be carefully preserved and the Mentor must avoid developing a competitive relationship with the new faculty member.

Goals for the Mentor

Short Term Goals

- Familiarization with the campus and its environment, including the DSOL system of shared governance between faculty and administration.
- Networking—introduction to colleagues, identification of other possible Mentors.
- Developing awareness—help new faculty understand policies and procedures that are relevant to the new faculty member's work.
- Constructive criticism and encouragement, compliments on achievements.
- Helping to sort out priorities—budgeting time, balancing research, teaching, and service.

Long Term Goals

- Developing visibility and prominence within the profession.
- Achieving career advancement.

Changing Mentors

In cases of changing commitments, incompatibility, or where the relationship is not mutually fulfilling, either the new faculty member or Mentor should seek confidential advice from his/her Dean. It is important to realize that changes can and should be made without prejudice or fault. The new faculty member, in any case, should be encouraged to seek out additional Mentors as the need arises.

V. The Protégé

The new faculty member is strongly encouraged to take advantage of the opportunities offered by a close relationship with a Mentor. The Protégé benefits in being able to ask candid questions directly of a senior faculty member and obtain information that allows the Protégé to target beneficial involvement at DSOL in order to secure and maintain fulfilling and fruitful employment. The Protégé is cautioned that a successful the Mentor/Protégé relationship is based upon trust, and a Protégé should not take the Mentor's time for granted; be prompt to scheduled meetings or notify the Mentor in advance of any need to reschedule meetings, be sensitive to the demands of scholarship and committee assignments upon your Mentor, ask thoughtful questions and give honest feedback and faculty assessment when prompted. Further, read and be familiar with the Student Handbook, and the Faculty Advisor Handbook. Lastly, a Protégé should give back when it is their time to Mentor an incoming new faculty member, and guide the next generation of teacher scholars to fulfill their potential.

Typical Issues/Questions for New Faculty

- How does one establish an appropriate balance between teaching, writing and committee work? How does one say "no"?
- How is teaching evaluated? What criteria are used for teaching excellence? What things can/cannot say to my students?
- What resources are available for enhancing teaching? How does one obtain feedback concerning teaching?
- How does the retention and tenure system work? Who is involved?
- What are the committee assignments that one can expect, how much work is involved, what will I be expected to contribute?
- What workshops does DSOL sponsor for new faculty?
- What social events occur in the department?
- How is grading accomplished, what are the criteria for grades, how are tests developed? What is Turning Point and how do I use it?
- How is the honor code implemented among the students, what is the new faculty's ethical responsibility in the classroom?
- What is the involvement of the DSOL and the main LMU campus?
- How does use the technology to best effect in teaching? What are the requirements for the use of technology in the classroom? What training sessions are provided in the use of technologies in the DSOL?
- What are the expectations of new faculty with regard to recruitment and open houses at the DSOL?

- What texts are available to me? What research capabilities do I have at the DSOL? What are the text/syllabus/exam adoption protocols between professors
- Where can I find the handbooks? What is TWEN?
- Where can I get a good cup of coffee?

VI. Appendices

Appendices A and B are forms for the Mentor and Protégé respectively. At the end of each academic term (Fall or Spring only) both the Mentor and Protégé should each complete the applicable form. The forms should be completed and returned to the Associate Dean for Assessment. If you have any questions about the forms, please direct those questions to the Associate Dean for Assessment.

Faculty Mentor Form

Your Name: _____

Term: Fall Spring

Protégé's Name: _____

Year: _____

Part I: General

Directions: Please be as thorough and candid as possible.

a. How frequently did you communicate with your Protégé and by what means? (e.g., e-mail, in person, telephone)

2. How long has this individual been your Protégé?

3. How would you characterize the strengths and weaknesses of your relationship?

Part II: Outcome Measures

Directions: Please provide information regarding the interaction of your Protégé as it relates to:

Teaching

- New Teaching Methods and/or strategies

Scholarship

Service

Other

Part III: Mentorship Effectiveness Scale

Directions: The purpose of this scale is to evaluate your Mentoring characteristics. Indicate the extent to which you agree or disagree with each statement listed below. Please write in the number that corresponds to your response. Your responses will be kept confidential.

①= Strongly Disagree	②= Slightly Disagree	③= Neutral	④= Slightly Agree	⑤= Strongly Agree
N/A = Not Applicable				

1. I was accessible to my Protégé _____
- b. I demonstrated professional integrity towards my Protégé: _____
- c. I demonstrated content expertise in my Protégé's area of need: _____
4. I was approachable by my Protégé: _____
5. I was supportive and encouraging to my Protégé: _____
6. I provided constructive and useful critiques of my Protégé's teaching: _____
7. I motivated my Protégé to improve his/her teaching: _____
8. I provided constructive and useful critiques of my Protégé's scholarship: _____
9. I motivated my Protégé to improve his/her scholarship: _____
10. I was helpful in providing direction and guidance on professional issues: _____
11. I answered my Protégé's questions satisfactorily (timely, clear, comprehensive): _____
12. I acknowledged my Protégé's contributions appropriately: _____
13. I suggested appropriate resources to my Protégé (e.g., experts, source materials): _____
14. I challenged my Protégé to extend his/her abilities
(e.g., risk taking, try a new professional activity, draft a section of an article): _____

Faculty Protégé Form

Your Name: _____

Term: Fall Spring

Mentor's Name: _____

Year: _____

Part I: General

Directions: Please be as thorough and candid as possible.

d. How frequently did you communicate with your Mentor and by what means? (e.g., e-mail, in person, telephone)

2. How long has this individual been your Mentor?

3. How would you characterize the strengths and weaknesses of your relationship?

Part II: Outcome Measures

Directions: Please provide information regarding the interaction of your Mentor as it relates to:

Teaching

- New Teaching Methods and/or strategies

Scholarship

Service

Other

Part III: Mentorship Effectiveness Scale

Directions: The purpose of this scale is to evaluate your Mentoring characteristics. Indicate the extent to which you agree or disagree with each statement listed below. Please write in the number that corresponds to your response. Your responses will be kept confidential.

①= Strongly Disagree	②= Slightly Disagree	③= Neutral	④= Slightly Agree	⑤= Strongly Agree
N/A = Not Applicable				

1. My Mentor was accessible:..... _____
2. My Mentor demonstrated professional integrity: _____
3. My Mentor demonstrated content expertise in my area of need:..... _____
4. My Mentor was approachable: _____
5. My Mentor was supportive and encouraging to me: _____
6. My Mentor provided constructive and useful critiques of my teaching: _____
7. My Mentor motivated me to improve my teaching: _____
8. My Mentor provided constructive and useful critiques of my scholarship: _____
9. My Mentor motivated me to improve my scholarship: _____
10. My Mentor was helpful in providing direction and guidance on professional issues: _____
11. My Mentor answered my questions satisfactorily (timely, clear, comprehensive): _____
12. My Mentor acknowledged my contributions appropriately: _____
13. My Mentor suggested appropriate resources to me (e.g., experts, source materials): _____
14. My Mentor challenged me Protégé to extend my abilities
(e.g., risk taking, try a new professional activity, draft a section of an article):..... _____

LINCOLN MEMORIAL UNIVERSITY – DUNCAN SCHOOL OF LAW

Instructions for Completing the Application for Admission

Overview

The Lincoln Memorial University-Duncan School of Law (LMU-DSOL) in Knoxville, Tennessee is now accepting applications for the Class of 2014 and 2015. The classes will commence in mid-August 2011. The full-time class is a three-year program of first-year law students attending courses offered during the day, Monday through Friday. The part-time class is a four-year program of first-year law students attending courses offered during the evening, Monday through Thursday between 6:15 p.m. and 9:30 p.m. We are only accepting applications for first-year students. We are not currently accepting applications for transfer or non-degree-seeking students.

Lincoln Memorial University is a mission-driven institution. LMU was established to serve underserved and underrepresented populations throughout the Cumberland Gap and southern Appalachian region. The School of Law in Knoxville assumes that mantle in its admissions policies. We will admit applicants who have a desire to serve underserved and underrepresented populations and areas within this region.

The Duncan School of Law seeks to attract and retain a very talented, inquisitive, energetic and passionate cohort of students from all walks of life. Thus, the Office of Admissions, the Admissions Committee, the faculty and the staff will actively seek out prospective students from varied backgrounds, socio-economic and family educational attainment levels, and various perspectives, life experiences and world-views.

NOTICE

*The Dean is fully informed as to the Standards and Rules of Procedure for the Approval of Law Schools by the American Bar Association. The Administration and the Dean are determined to devote all necessary resources and in other respects to take all necessary steps to present a program of legal education that will qualify for approval by the American Bar Association. **The Law School makes no representation to any applicant that it will be approved by the American Bar Association prior to the graduation of any matriculating student.***

Pre-requisite Admissions Requirements

To be considered for admission to the Duncan School of Law at Lincoln Memorial University an applicant must hold the baccalaureate degree prior to matriculation. The baccalaureate degree must be earned from a college or university that is accredited by an accrediting agency that is recognized by the Secretary of the United States Department of Education.

While no particular major program of study is required, applicants would be well served to pursue an undergraduate major that emphasize certain skill sets. The American Bar Association recommends a curriculum that emphasizes, “analytic and problem-solving skills, critical reading abilities, writing skills, oral communication and listening abilities, general research skills, task organization and management skills, and the values of serving faithfully the interests of others while also promoting justice.” (Taken from the *Statement of Skills and Values* contained in the 1992 Report of the American Bar Association Task Force on Law Schools and the Profession, Legal Education and Professional Development—An Educational Continuum.) There are no prerequisite course requirements.

How to Apply for Admission

Each applicant must complete the Application for Admission which is located on the Law School’s web page at <http://www.lmunet.edu/law/>. The application should be printed and mailed to the Office of Admissions. The mailing address of the Lincoln Memorial University - Duncan School of Law is 601 W. Summit Hill Drive, Knoxville, Tennessee 37902.

An applicant must take the Law School Admission Test (LSAT) and have the resulting score reported to the Lincoln Memorial University-Duncan School of Law. The LSAT is offered four times each year (October, December, February and June) at various testing centers throughout the country. Registration and other pertinent information can be found on the Law School Admission Council’s (LSAC) website at www.LSAC.org. Also, we will only accept LSAT scores that are three years old and newer (no older than February 2008). We will not accept scores beyond the February 2008 test administration.

All applicants must register with the Credential Assembly Service CAS. Registration and other pertinent information can be found on the Law School Admission Council’s (LSAC) website at www.LSAC.org. Our four-digit LSAC

code is 1977. Prospective students will be able to use this code to have LSAT scores and CAS information sent directly to us from LSAC.

Contact the Registrar's Office at all colleges that you have attended and request to have sealed, original transcripts of your academic record sent to the CAS. (If an applicant is subsequently offered admission and accepts the offer of admission, then another official transcript from all colleges attended will need to be sent to the Duncan School of Law as well.)

Additionally, each applicant must submit two letters of reference. These items should be submitted to CAS. They can also be mailed directly to the Duncan School of Law.

You are encouraged to create a work résumé or curriculum vita and submit along with your application for admission.

Prepare a personal statement detailing why you want to be a lawyer, why you are interested in attending the Lincoln Memorial University-Duncan School of Law and any experience that you may have in the legal profession. You may also wish to describe any particular areas of the law which interest you. Please address what you hope to contribute to the legal profession and to the needs of the people of the southern Appalachian region. Additionally, describe your personal and cultural background, any obstacles that you have overcome and any extenuating circumstances that may have had an impact on your academic performance. Please elucidate for the admissions committee anything that you feel is not adequately covered in the information that you provided in the previous sections of this application.

The *priority application deadline* is January 31, 2011 for enrollment in the fall. The application processing fee is waived if the application is completed in its entirety and post-marked by this date.

The application deadline is July 1, 2011. Applications postmarked between February 1, 2011 and July 1, 2011 must be accompanied by an application processing fee. **Please attach a non-refundable application processing fee in the amount of fifty-dollars (\$50 USD by personal check, money order or cashier's check) and made payable to Lincoln Memorial University**

We will, however, continue to accept applications beyond the July 1, 2011 application deadline. Because the Duncan School of Law operates a rolling admissions program the likelihood of garnering an offer of admission beyond the deadline decreases as the class begins to fill.

How We Review Applications

We believe that prospective students who have an interest in becoming lawyers are mature individuals that are inquisitive, highly motivated, possess a passion for the law, are compassionate and eager to serve humanity. With this in mind, we believe that the application process is a meeting amongst professionals with the ultimate goal being mutual acceptance for mutual advantage. That is, we seek to learn about one another to determine if our goals are similar. The Duncan School of Law at Lincoln Memorial University seeks to attract and retain students whose goals are consistent with the mission and purpose of the institution.

Law students have committed themselves to one of the most demanding of professions. The decision to pursue such a profession is not, nor should it be, quick and easy. The decision-making process should be a long maturation process, by which an applicant becomes educated about the legal profession, professional school training and — most importantly — oneself. The application process will help the applicant and the Duncan School of Law to understand if a particular applicant has the requisite academic preparation, temperament and desire to become an attorney.

Following receipt of the application for admission with supportive documents and Law School Admission Test (LSAT) scores, the Admissions Committee will then review the application file. The Admissions Committee will determine whether or not to extend an offer of admission. Applicants will be notified in writing of the decision of the committee. Applicants who are offered admission will be notified of the deadline for accepting the offer of admission and other pertinent information.

Ordinarily, the Admissions Committee does not conduct interviews with prospective students as part of the application process. However, there may be situations where it would be advantageous for both the Admissions Committee and the applicant to meet face-to-face to further discuss the prospective student's application file. This may provide some insight into the application for admission that may not be readily available on the paper (text-

only) application. If you believe that there may be some additional insight into your background that may be gleaned from meeting face-to-face, then please contact the Director of Admissions to discuss.

The Admissions Committee will select students for admission based on a variety of factors. When reviewing application files the committee will consider the applicant's overall grade-point average (GPA), grades in individual courses, undergraduate curriculum, exposure to the legal profession, participation in volunteer experiences, verbal, non-verbal and written communication skills, background, LSAT scores and any other pertinent information. The preceding factors are not and should not be considered exhaustive. Their decision will be based on a complete review of the application file.

No one piece of evidence presented by an applicant will, in and of itself, determine whether or not the Admissions Committee will extend an offer of admission. The decision to extend an offer of admission will be based on the totality of the evidence presented by the applicant to the committee. Some factors will carry more weight than others. For example, the overall GPA — based on a careful examination of the undergraduate transcript (and post-baccalaureate, graduate and professional, if any) — and the LSAT score(s), will carry the most weight in the decision-making process. Other factors, such as individual grades in all courses attempted, experience in the legal field, letters of recommendation, the applicant's overall 'fit' with the mission of the Duncan School of Law, changes in academic performance over time due to age and maturity, major accomplishments, etc., will also be considered.

We anticipate that the number of applications for each class will exceed the number of seats in the class. The level of competition for seats in each class will be determined by the number of applications received during the application cycle and the academic competitiveness of the applicant pool. The admissions process is fluid and changes from year-to-year. No college knows with certainty how many applications for admission it will receive in a given year, and we are no different. Thus, it is impossible for us to give exact figures for GPAs, LSAT scores and other factors considered which would make one competitive for admission.

Applicants who have demonstrated — through a rigorous undergraduate program of study, competitive LSAT scores, experience related to the legal profession, community service, high ethical standards and career aspirations that match the mission and purpose of the Duncan School of Law at Lincoln Memorial University — that they possess those qualities and characteristics that will enable them achieve success in law school and the legal profession will be selected for admission. Applicants who do not appear to meet these standards will not be selected for admission. The focus of this decision-making process will be academic strength, evidence of moral character, and future success on the state bar examination.

If you have any questions, please feel free to contact Paul Carney, Director of Admissions, at 865-524-5286 or paul.carney@lmunet.edu

Statement on Discrimination

Lincoln Memorial University admits students of any race, sex, handicap, religion, nationality and ethnic origin to all rights, privileges, programs and activities generally accorded or made available to its students. It does not discriminate on the basis of race, sex, sexual orientation, handicap, religion, national or ethnic origin in administration of its educational policies, admission policies, scholarship and loan programs, or athletic and other college-administered programs.

Lincoln Memorial University–Duncan School of Law
601 Summit Hill Drive Knoxville, Tennessee 37902 (865) 524-5286

Application for Admission — Juris Doctor Program

Check program applying for:

- Full-time Program Class of 2014 – Starting August 2011
 Part-time Program Class of 2015 – Starting August 2011

The priority application deadline is January 31, 2011 for enrollment into the fall. The application processing fee is waived if the application is completed in its entirety and post-marked by this date. The application deadline is July 1, 2011. Applications postmarked between February 1, 2011 and July 1, 2011 must be accompanied by an application processing fee. Please attach a non-refundable application processing fee in the amount of fifty-dollars (\$50 USD by personal check, money order or cashier's check) and made payable to Lincoln Memorial University

Full Name: _____
Last or Family Name First Name Middle Name Former/Maiden Last Name (if applicable)

Title: Mr. Ms. Dr. _____ Social Security Number: * _____ / _____ / _____

Law School Admission Council (LSAC) Account Number: L _____
(if you are already registered with the Law School Admission Council)

Gender:* Male Female

Date of Birth (MM/DD/YYYY): ____/____/____

Federal Racial/Ethnic Category:*

- 1) Nonresident Alien
- 2) Race and Ethnicity unknown
- 3) Hispanics of any race

Citizenship:
Citizen of the United States of America

Non-citizens, including permanent resident aliens:

- U.S. Permanent Resident Alien
Alien Registration Number _____
- Non-Resident Alien:
Non-Immigrant Visa _____

For non-Hispanics only (please check all that apply):

- 4) American Indian or Alaska Native
- 5) Asian
- 6) Black or African American
- 7) Native Hawaiian or Other Pacific Islander
- 8) White

Country of Citizenship _____

Current Mailing Address:

Permanent/Home Mailing Address:

Street or Box _____

Street or Box _____

City State Zip Code _____

City State Zip Code _____

Preferred Telephone Number (including area code) _____

Is this your cellular work land line/home number?

Preferred Telephone Number (including area code) _____

Is this your cellular work land line/home number?

Alternate Telephone Number _____

Is this your cellular work land line/home number?

Alternate Telephone Number _____

Is this your cellular work land line/home number?

Email address: _____

Will this email address remain valid until August 1, 2011? Yes No

Law School Admissions Test (LSAT) Dates/Scores Future LSAT Plan

*Providing this information is voluntary. If you would prefer not to provide your Social Security Number (SSN) or if you do not have one, then an identification number will be generated for you. Your SSN will be used for purposes of verification and will help avoid errors of identity which might cause problems and delays in the processing of your application. Lincoln Memorial University requests information about your race and ethnicity in reporting to the United States Department of Education. Information collected from you on this application is protected by the Federal Educational Rights and Privacy Act of 1974 and will not be released to third parties without your written consent.

Scores older than February 2008 will not be considered for admission
Date (mm/dd/yyyy) Score

Date (mm/dd/yyyy)

Academic Information

List all colleges, universities and graduate/professional schools you have attended:

(List schools beginning with the most recent institution that you have attended. If you are currently enrolled in school, list the degree you will earn and the anticipated date of graduation. Include the name of the campus, if the school had more than one. If you did not receive a degree, then mark ND. If the school's name has changed since your attendance, provide both its current name and former name. If necessary, attach an additional sheet with your educational information.)

Name of Institution (most recently attended)

Location

From Mo/Yr — To Mo/Yr

Degree Earned or Will Earn

Date Degree Was Received / Is Expected

Major

Cumulative GPA

Name of Institution

Location

From Mo/Yr — To Mo/Yr

Degree Earned

Date Degree Was Received

Major

Cumulative GPA

Name of Institution

Location

From Mo/Yr — To Mo/Yr

Degree Earned

Date Degree Was Received

Major

Cumulative GPA

Name of Institution

Location

From Mo/Yr — To Mo/Yr

Degree Earned

Date Degree Was Received

Major

Cumulative GPA

High School:

Name

Location

Dates Attended (MM/YY - MM/YY)

Have you ever attended any law school, including any conditional entry programs? Yes No
If you answered yes, provide the following information:

Name of the Institution	Dates Attended	Reason for Leaving
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Have you ever been dropped, suspended, warned, placed on scholastic or disciplinary probation, expelled, requested to resign, allowed to resign in lieu of discipline from any college or university (including law school), or otherwise subjected to discipline by any such institution or requested or advised by any such institution to discontinue your studies therein?

Yes No

If you answered yes, provide the following information:

Name of the Institution

Type of Action	Date Action Taken
----------------	-------------------

Explanation of Institution Action

(If necessary, attach additional sheets with disciplinary information.)

List any academic honors you have received after high school, including membership in honor societies, scholarships, fellowships, prizes, etc:

List any community and extracurricular activities, including your level and length of involvement, and any leadership positions held:

List any intercollegiate sports/athletics in which you participated, including your level and length of involvement, and any leadership positions held:

Military History

Have you ever been a member of the armed forces of the United States, its reserve components, or the National Guard? Yes No

If yes: I am presently a member of the armed forces. I was a member of the armed forces.

Regular armed forces:	Air Force	Army	Coast Guard	Marine Corps	Navy
Reserve components:	Air Force	Army	Coast Guard	Marine Corps	Navy
National Guard:	Air Force	Army			

My serial Number was/is _____ My rank was/is _____

Dates of Service: Active Duty: From MM/YYYY _____ To MM/YYYY _____
 Reserve Duty: From MM/YYYY _____ To MM/YYYY _____
 Nat'l Guard: From MM/YYYY _____ To MM/YYYY _____

Did you receive an honorable discharge?	Yes	No	Not Applicable
Were you ever court-martialed?	Yes	No	Not Applicable
Were you ever awarded non-judicial punishment?	Yes	No	Not Applicable
Were you allowed to resign in lieu of court-martial?	Yes	No	Not Applicable
Were you administratively discharged?	Yes	No	Not Applicable

Employment History

Provide your employment information for the last ten years or since age 18, *whichever period of time is shorter*. If you have an extensive employment history, then please feel free to attach a résumé.

Current Employer/Profession: *Currently Unemployed* — Since Mo/Yr _____

Employer/Profession	Location	Position	Start Date (mm/yy)
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Previous Professional Employment Experience:

Employer/Profession	Location	Position	Start Date (mm/yy)/End Date (mm/yy)
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Were you employed during any academic year while an undergraduate? Yes No

If yes, describe positions held and hours worked per week during each academic year:

Character and Fitness

Anyone wishing to practice law in any jurisdiction must register for and take a bar examination in the jurisdiction in which one seeks to practice. Each jurisdiction establishes its own bar registration and admissions standards. An important component of the privilege to practice in any jurisdiction is a thorough evaluation of one's character and fitness for admission to the bar.

The Section of Legal Education and Admission to the Bar of the American Bar Association (ABA), in Standard 504 of the 2009-2010 Standards, Interpretations and Rules of Procedure for Approval of Law Schools, states that "a law school shall advise each applicant that there are character, fitness and other qualifications for admission to the bar and encourage the applicant, prior to matriculation, to determine what those requirements are in the state(s) in which the applicant intends to practice. The law school should, as soon after matriculation as is practicable, take additional steps to apprise entering students of the importance of determining the applicable character, fitness and other qualifications."

Because of the stringent character and fitness qualifications for admission to the Bar, the Lincoln Memorial University Duncan School of Law requires applicants for admission to fully disclose responses to questions pertaining to character and fitness throughout this application for admission. In addition to questions that you have already been asked throughout this application, you are also required to answer the questions below.

If you answer affirmatively to any of the following questions, you must explain fully the nature of each incident. Answering "Yes" to any question does not automatically disqualify an applicant from consideration for admission. The admissions committee would like the opportunity to review all relevant facts including (but not limited to) the issue, the offense, the date of the offense, the law enforcement agency involved and disposition, including fine, court costs or other penalties, etc. The ABA precludes the admission of applicants who do not appear capable of satisfactorily completing its educational program *and* being admitted to the bar. Similar questions to the ones listed below will be asked of you at the time of application for admission to the Bar.

- | | | |
|-----|----|--|
| Yes | No | Have you ever been arrested? |
| Yes | No | Have you ever been convicted of a crime, including any misdemeanor other than a minor traffic violation? |
| Yes | No | Are there any criminal charges pending against you which, if you were to be convicted, would cause you to answer affirmatively to the previous question? |
| Yes | No | Have you ever entered a guilty plea or a no contest plea to a criminal offense? |
| Yes | No | Have you ever had a criminal conviction expunged or set aside? |
| Yes | No | Are you currently on probation, parole or under court restriction? |
| Yes | No | Have you ever been delinquent or in default of any financial obligation including student loans? |
| Yes | No | Have you ever held a professional license which has been subject to disciplinary action, probation, suspension or revocation? |
| Yes | No | Have you ever been accused of a violation of trust? |
| Yes | No | Have you ever been a party to legal proceedings? |
| Yes | No | Have you ever been a party to proceedings before an administrative agency? |
| Yes | No | Have you ever been, or are you currently, addicted to the use of narcotics? |
| Yes | No | Have you ever been, or are you currently, addicted to the use of intoxicating liquors? |
| Yes | No | Have you ever been, or are you currently, afflicted with or received treatment for emotional disturbance? |
| Yes | No | Have you ever been, or are you currently, afflicted with or received treatment for mental disorder? |
| Yes | No | Have you ever been, or are you currently, afflicted with or received treatment for nervous disorder? |
| Yes | No | Have you ever been denied admission to the Bar of any other jurisdiction? |

In an effort to gain a better understanding of your standardized test-taking history, please provide information (if easily obtainable) about the following test, including the month, year and score:

Scholastic Aptitude Test (SAT)

American College Test (ACT)

Graduate Record Examination (GRE)

Other (MCAT, GMAT, TOEFL, CPA, etc.)

NOTICE

The Dean is fully informed as to the Standards and Rules of Procedure for the Approval of Law Schools by the American Bar Association. The Administration and the Dean are determined to devote all necessary resources and in other respects to take all necessary steps to present a program of legal education that will qualify for approval by the American Bar Association. The Law School makes no representation to any applicant that it will be approved by the American Bar Association prior to the graduation of any matriculating student.

Certification

I hereby certify that I have read the foregoing document, understand all questions asked, and have answered all questions fully and forthrightly to the best of my knowledge, belief and ability. All information, including the personal statement, is my own. I understand that it is my responsibility to promptly notify the Director of Admissions of any changes with regard to the information that I have provided in answer to any questions on this application for admission throughout the admissions process. Any omission, falsification or misstatement of a material fact on the application, or any of its supplemental information or attachments, could be the basis for denial of admission or, if admitted, disciplinary action up to and including rescission of an offer of admission, suspension, dismissal from the Lincoln Memorial University Duncan School of Law or revocation of a degree. I further certify that I have read and understand the NOTICE above with regard to the status of accreditation and recognize that at the time of my application the Duncan School of Law is not accredited by the American Bar Association and there is no guarantee that it will be accredited prior to my graduation.

Additionally, I understand that should an offer of admission be extended to me and I accept said offer of admission, I will, once matriculated, promptly notify the Dean or Associate Dean for Academics of any changes with regard to the information that I have provided in answer to any questions on this application for admission throughout my tenure as a student at the Lincoln Memorial University Duncan School of Law.

Finally, I understand that should an offer of admission be extended to me and I accept said offer of admission, I will, at the point of matriculation, read and fully understand the Lincoln Memorial University Duncan School of Law Catalog and Student Handbook. I will adhere to all rules and policies found therein, and I will keep abreast of any changes and updates to those publications.

Signature

Date

Statement on Discrimination

Lincoln Memorial University admits students of any race, sex, handicap, religion, nationality and ethnic origin to all rights, privileges, programs and activities generally accorded or made available to its students. It does not discriminate on the basis of race, sex, sexual orientation, handicap, religion, national or ethnic origin in administration of its educational policies, admission policies, scholarship and loan programs, or athletic and other college-administered programs.

Statement on Campus Security

In compliance with the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act and the Tennessee College and University Security Information Act, the Lincoln Memorial University-School of Law will provide you, upon request, an annual Security Report on university-wide security and safety, including related policies, procedures, and crime statistics. A copy of this report may be obtained in writing or calling the Dean of Students, Lincoln Memorial University, 6965 Cumberland Gap Parkway, Harrogate, Tennessee 37752 or by telephone at (423) 869-7088. You may also obtain this report on our Website at <http://www.lmunet.edu/campuslife/safety/index.html>.

DSOL RECRUITING STRATEGY AND TARGETED DEMOGRAPHICS PLAN

Mission and Purpose

Lincoln Memorial University is a values-based learning community dedicated to providing educational experiences in the liberal arts and professional studies. The University strives to give students a foundation for a more productive life by upholding the principles of Abraham Lincoln's life: a dedication to individual liberty, responsibility, and improvement; a respect for citizenship; recognition of the intrinsic value of high moral and ethical standards; and a belief in a personal God.

The University is committed to teaching, research, and service. The University's curriculum and commitment to quality instruction at every level are based on the beliefs that graduates must be able to communicate clearly and effectively in an era of rapidly and continuously expanding communication technology, must have an appreciable depth of learning in a field of knowledge, must appreciate and understand the various ways by which we come to know ourselves and the world around us, and must be able to exercise informed judgments.

The University believes that one of the major cornerstones of meaningful existence is service to humanity. By making educational and research opportunities available to students where they live and through various recreational and cultural events open to the community, Lincoln Memorial University seeks to advance life in the Cumberland Gap area and throughout the region through its teaching, research, and service mission. (Reaffirmed by the Board of Trustees May 5, 2006).

The mission statement of the school of law is as follows:

The Lincoln Memorial University Duncan School of Law builds upon a foundation that upholds the principles of Abraham Lincoln's life: a dedication to individual liberty, responsibility, and improvement; a respect for citizenship; recognition of the intrinsic value of high moral and ethical standards; and a belief in a personal God.

Through teaching, research and service, the Lincoln Memorial University - Duncan School of Law will prepare graduates:

- Who are committed to the premise that the cornerstone of meaningful existence is service to humanity;
- Who understand their professional responsibilities as representatives of clients, officers of the courts, and public citizens responsible for the quality and availability of justice under the law; and
- Who have an understanding of the fundamental principles of public and private law, an understanding of the nature, basis and role of the law and its institutions, and the skills of legal analysis and writing, issue recognition, reasoning, problem solving, organization, and oral and written communication necessary to participate effectively in the legal profession.

The Lincoln Memorial University - Duncan School of Law will:

- Graduate Doctors of Jurisprudence;
- Provide a values-based learning community as the context for teaching, research, and service, that supports student achievement;
- Provide an educational program that prepares graduates for admission to the bar, and for effective and responsible participation in the legal profession; and
- Enhance access to quality legal counsel for the underserved rural communities of Appalachia.

Considerations

Considerations for our recruiting strategy we will employ the mission statement of Lincoln Memorial University and of the Duncan School of Law.

With these parameters in mind, we will define our primary recruitment area (the “Cumberland Gap area”) as the counties within the tri-state region of Tennessee, Kentucky, and Virginia that are designated by the Appalachian Regional Commission (<http://www.arc.gov>) as Appalachian counties. This would encompass the following counties:

Alabama: Bibb, Blount, Calhoun, Chambers, Cherokee, Chilton, Clay, Cleburne, Colbert, Coosa, Cullman, De Kalb, Elmore, Etowah, Fayette, Franklin, Hale, Jackson, Jefferson, Lamar, Lauderdale, Lawrence, Limestone, Macon, Madison, Marion, Marshall, Morgan, Pickens, Randolph, St. Clair, Shelby, Talladega, Tallapoosa, Tuscaloosa, Walker, and Winston.

Georgia: Banks, Barrow, Bartow, Carroll, Catoosa, Chattooga, Cherokee, Dade, Dawson, Douglas, Elbert, Fannin, Floyd, Forsyth, Franklin, Gilmer, Gordon, Gwinnett, Habersham, Hall, Haralson, Hart, Heard, Jackson, Lumpkin, Madison, Murray, Paulding, Pickens, Polk, Rabun, Stephens, Towns, Union, Walker, White, and Whitfield

Kentucky: Adair, Bath, Bell, Boyd, Breathitt, Carter, Casey, Clark, Clay, Clinton, Cumberland, Edmonson, Elliott, Estill, Fleming, Floyd, Garrard, Green, Greenup, Harlan, Hart, Jackson, Johnson, Knott, Knox, Laurel, Lawrence, Lee, Leslie, Letcher, Lewis, Lincoln, McCreary, Madison, Magoffin, Martin, Menifee, Metcalfe, Monroe, Montgomery, Morgan, Nicholas, Owsley, Perry, Pike, Powell, Pulaski, Robertson, Rockcastle, Rowan, Russell, Wayne, Whitley, and Wolfe

Maryland: Allegany, Garrett, and Washington.

Mississippi: Alcorn, Benton, Calhoun, Chickasaw, Choctaw, Clay, Itawamba, Kemper, Lee, Lowndes, Marshall, Monroe, Montgomery, Noxubee, Oktibbeha, Panola, Pontotoc, Prentiss, Tippah, Tishomingo, Union, Webster, Winston, and Yalobusha

New York: Allegany, Broome, Cattaraugus, Chautauqua, Chemung, Chenango, Cortland, Delaware, Otsego, Schoharie, Schuyler, Steuben, Tioga, and Tompkins

North Carolina: Alexander, Alleghany, Ashe, Avery, Buncombe, Burke, Caldwell, Cherokee, Clay, Davie, Forsyth, Graham, Haywood, Henderson, Jackson, McDowell, Macon, Madison, Mitchell, Polk, Rutherford, Stokes, Surry, Swain, Transylvania, Watauga, Wilkes, Yadkin, and Yancey

Ohio: Adams, Ashtabula, Athens, Belmont, Brown, Carroll, Clermont, Columbiana, Coshocton, Gallia, Guernsey, Harrison, Highland, Hocking, Holmes, Jackson, Jefferson, Lawrence, Mahoning, Meigs, Monroe, Morgan, Muskingum, Noble, Perry, Pike, Ross, Scioto, Trumbull, Tuscarawas, Vinton, and Washington

Pennsylvania: Allegheny, Armstrong, Beaver, Bedford, Blair, Bradford, Butler, Cambria, Cameron, Carbon, Centre, Clarion, Clearfield, Clinton, Columbia, Crawford, Elk, Erie, Fayette, Forest, Fulton, Greene, Huntingdon, Indiana, Jefferson, Juniata, Lackawanna, Lawrence,

Luzerne, Lycoming, McKean, Mercer, Mifflin, Monroe, Montour, Northumberland, Perry, Pike, Potter, Schuylkill, Snyder, Somerset, Sullivan, Susquehanna, Tioga, Union, Venango, Warren, Washington, Wayne, Westmoreland, and Wyoming

South Carolina: Anderson, Cherokee, Greenville, Oconee, Pickens, and Spartanburg
Anderson, Cherokee, Greenville, Oconee, Pickens, and Spartanburg

Tennessee: Anderson, Bledsoe, Blount, Bradley, Campbell, Cannon, Carter, Claiborne, Clay, Cocke, Coffee, Cumberland, De Kalb, Fentress, Franklin, Grainger, Greene, Grundy, Hamblen, Hamilton, Hancock, Hawkins, Jackson, Jefferson, Johnson, Knox, Lawrence, Lewis, Loudon, McMinn, Macon, Marion, Meigs, Monroe, Morgan, Overton, Pickett, Polk, Putnam, Rhea, Roane, Scott, Sequatchie, Sevier, Smith, Sullivan, Unicoi, Union, Van Buren, Warren, Washington, and White

Virginia: Alleghany, Bath, Bland, Botetourt, Buchanan, Carroll, Craig, Dickenson, Floyd, Giles, Grayson, Henry, Highland, Lee, Montgomery, Patrick, Pulaski, Rockbridge, Russell, Scott, Smyth, Tazewell, Washington, Wise, and Wythe

The following independent cities in Virginia are also within the Appalachian Region: Bristol, Buena Vista, Covington, Galax, Lexington, Martinsville, Norton, and Radford.

West Virginia: *All Counties:* Barbour, Berkeley, Boone, Braxton, Brooke, Cabell, Calhoun, Clay, Doddridge, Fayette, Gilmer, Grant, Greenbrier, Hampshire, Hancock, Hardy, Harrison, Jackson, Jefferson, Kanawha, Lewis, Lincoln, Logan, Marion, Marshall, Mason, McDowell, Mercer, Mineral, Mingo, Monongalia, Monroe, Morgan, Nicholas, Ohio, Pendleton, Pleasants, Pocahontas, Preston, Putnam, Raleigh, Randolph, Ritchie, Roane, Summers, Taylor, Tucker, Tyler, Upshur, Wayne, Webster, Wetzel, Wirt, Wood, and Wyoming

Additionally we will include in our mission region those counties that are non-Appalachian in the following states: Tennessee, Kentucky, Virginia, North Carolina, South Carolina, Georgia, Alabama, and Mississippi.

We will more broadly define our mission region (the “underserved rural communities of Appalachia”) to include the southern Appalachian region; that is, those counties south of the “Mason-Dixon” line that are designated as Appalachian by the Appalachian Regional Commission in the following states:

Ohio, West Virginia, Maryland, North Carolina, South Carolina, Georgia, Alabama, and Mississippi

INSTITUTIONS VISITED FROM MARCH 2010 TO PRESENT

With these parameters in mind, our recruiting efforts have been focused on the four-year colleges and universities within the abovementioned areas as well as other colleges, universities, and Historically Black Colleges and Universities outside our Appalachian area. These institutions will be a consistent recruitment focus every three to five years.¹

APPALACHIAN AREA

Alabama (*Appalachian Area*)

Oakwood University (Huntsville-HBCU)
Stillman College (Tuscaloosa-HBCU)
University of Alabama at Birmingham (Birmingham)

Kentucky (*Appalachian Area*)

Eastern Kentucky University (Richmond)
Union College (Barbourville)
University of the Cumberland (Williamsburg)

North Carolina (*Appalachian Area*)

Appalachian State University (Boone)
Mars Hill College (Mars Hill)
University of North Carolina at Asheville (Asheville)
Wake Forest University (Winston-Salem)

Mississippi (*Appalachian Area*)

Mississippi State University (Mississippi State)

South Carolina (*Appalachian Area*)

Furman University (Greenville)
Wofford College (Spartanburg)

Tennessee (*Appalachian Area*)

Bryan College (Dayton)
East Tennessee State University (Johnson City)
Hiwassee College (Madisonville)
King College (Bristol)
Lee University (Cleveland)
Maryville College (Maryville)
Milligan College (Milligan College)
South College (Knoxville)
Southern Adventist University (Collegedale)
Tennessee Technological University (Cookeville)
Tennessee Temple University (Chattanooga)

¹ See attached 2010 Recruitment Schedule.

Tennessee Wesleyan College (Athens)
Tusculum College (Greeneville-Tusculum College)
University of Tennessee at Chattanooga (Chattanooga)
University of Tennessee at Knoxville (Knoxville)
University of the South (Sewanee)

Virginia (Appalachian Area)

Emory and Henry College (Emory)
University of Virginia College at Wise (Wise)
Virginia Intermont College (Bristol)
Virginia Polytechnic Institute and State University (Blacksburg)

NON-APPALACHIAN AREA

Kentucky (Non-Appalachian Areas)

Centre College (Danville)
Georgetown College (Georgetown)
Transylvania University (Lexington)
University of Kentucky (Lexington)

Mississippi (Non-Appalachian Areas)

Alcorn State University (Lorman-HBCU)
Jackson State University (Jackson-HBCU)
Millsaps College (Jackson)
Mississippi Valley State University (Itta Bena-HBCU)
Rust College (Holly Springs-HBCU)
Tougaloo College (Tougaloo-HBCU)
University of Mississippi (University)

North Carolina (Non-Appalachian Areas)

Duke University (Durham)
North Carolina Central University (Durham-HBCU)
North Carolina State University (Raleigh)
Shaw University (Raleigh-HBCU)
St. Augustine's College (Raleigh-HBCU)
University of North Carolina at Chapel Hill (Chapel Hill)
University of North Carolina at Charlotte (Charlotte)

South Carolina (Non-Appalachian Areas)

Presbyterian College (Clinton)
University of South Carolina-Columbia

Tennessee (Non-Appalachian Areas)

Fisk University (Nashville-HBCU)
Lambuth University (Jackson)

LeMoyne-Owen College (Memphis-HBCU)
Martin Methodist College (Pulaski)
Middle Tennessee State University (Murfreesboro)
Rhodes College (Memphis)
Tennessee State University (Nashville-HBCU)
University of Memphis (Memphis)

5-10 YEAR RECRUITMENT PLAN

In addition to institutions within our defined Appalachian region, we will attempt to visit institutions in states that are part of our more broadly-defined mission region that are in non-Appalachian counties whenever practicable, with particular attention paid to Historically Black Colleges and Universities (HBCUs) and other institutions with very diverse student populations. The below institutions are those we intend to visit at least once every five to ten years.

Alabama (Appalachian Area)

Alabama A&M University (Normal-HBCU)
Athens State University (Athens)
Birmingham-Southern College (Birmingham)
Jacksonville State University (Jacksonville)
Miles College (Fairfield-HBCU)
Oakwood University (Huntsville-HBCU)
Samford University (Birmingham)
Stillman College (Tuscaloosa-HBCU)
Talladega College (Talladega-HBCU)
Tuskegee University (Tuskegee-HBCU)
University of Alabama (Tuscaloosa)
University of Alabama at Birmingham (Birmingham)
University of Alabama at Huntsville (Huntsville)
University of Montevallo (Montevallo)
University of North Alabama (Florence)

Georgia (Appalachian Area)

Berry College (Mount Berry)
Brenau University (Gainesville)
Covenant College (Lookout Mt.)
Dalton State College (Dalton)
Emmanuel College (Frankling Springs)
Gainesville State College (Oakwood/Watkinsville)
Georgia Gwinnett College (Lawrenceville)
Georgia Highlands College (Rome)
North Georgia College & State University (Dahlonega)
Piedmont College (Demorest/Athens)
Reinhardt College (Waleska)
Shorter College (Rome)
Toccoa Falls College (Toccoa Falls)
Truett-McConnell College (Cleveland)
University of West Georgia (Carrollton)
Young Harris College (Young Harris)

Kentucky (*Appalachian Area*)

Alice Lloyd College (Pippa Passes)
Berea College (Berea)
Clear Creek Baptist Bible College (Pineville)
Eastern Kentucky University (Richmond)
Frontier School of Midwifery and Family Nursing (Hyden)
Kentucky Christian University (Grayson)
Kentucky Mountain Bible College (Vancelev)
Lindsey Wilson College (Columbia)
Morehead State University (Morehead)
Pikeville College (Pikeville)
Union College (Barbourville)
University of the Cumberlands (Williamsburg)

Mississippi (*Appalachian Area*)

Blue Mountain College (Blue Mountain)
Mississippi State University (Mississippi State)
Mississippi University for Women (Columbus)

North Carolina (*Appalachian Area*)

Appalachian State University (Boone)
Brevard College (Brevard)
Lees-McRae College (Banner Elk)
Mars Hill College (Mars Hill)
Montreat College (Montreat)
North Carolina School of the Arts (Winston-Salem)
Piedmont Baptist College (Winston-Salem)
Salem College (Winston-Salem)
University of North Carolina at Asheville (Asheville)
Wake Forest University (Winston-Salem)
Warren Wilson College (Asheville)
Western Carolina University (Cullowhee)
Winston-Salem State University (Winston-Salem-HBCU)

Ohio (*Appalachian Area-South of the Mason-Dixon Line*)

Ohio University-Southern (Ironton)
Shawnee State University (Portsmouth)
University of Rio Grande (Rio Grande)
Ohio University-Athens
Ohio University-Chillicothe
Marietta College (Marietta)

South Carolina (*Appalachian Area*)

Anderson University (Anderson)
Bob Jones University (Greenville)
Clemson University (Clemson)
Converse College (Spartanburg)

Furman University (Greenville)
Limestone College (Gaffney)
North Greenville University (Tigerville)
Southern Wesleyan University (Central)
University of South Carolina-Upstate (Spartanburg)
Wofford College (Spartanburg)

Tennessee (*Appalachian Areas*)

Bryan College (Dayton)
Carson-Newman College (Jefferson City)
East Tennessee State University (Johnson City)
Hiwassee College (Madisonville)
Johnson Bible College (Knoxville)
King College (Bristol)
Lee University (Cleveland)
Maryville College (Maryville)
Milligan College (Milligan College)
South College (Knoxville)
Southern Adventist University (Collegedale)
Tennessee Technological University (Cookeville)
Tennessee Temple University (Chattanooga)
Tennessee Wesleyan College (Athens)
Tusculum College (Greeneville-Tusculum College)
University of Tennessee at Chattanooga (Chattanooga)
University of Tennessee at Knoxville (Knoxville)
University of the South (Sewanee)

West Virginia (*Appalachian Area-South of the Mason-Dixon Line*)

Alderson-Broaddus College (Philippi)
Bluefield State College (Bluefield-HBCU)
Concord University (Athens)
Davis and Elkins College (Elkins)
Fairmont State College (Fairmont)
Glennville State College (Glennville)
Marshall University (Huntington)
Mountain State University (Beckley)
Ohio Valley University (Parkersburg)
Salem International University (Salem)
Shepherd University (Shepherdstown)
University of Charleston (Charleston)
West Virginia State University (Institute-HBCU)
West Virginia University (Morgantown)
West Virginia University Institute of Technology (Montgomery)
West Virginia Wesleyan College (Buckhannon)

Virginia (*Appalachian Area*)

Bluefield College (Bluefield)
Emory and Henry College (Emory)

Radford University (Radford)
Southern Virginia University (Buena Vista)
University of Virginia College at Wise (Wise)
Virginia Intermont College (Bristol)
Virginia Military Institute (Lexington)
Virginia Polytechnic Institute and State University (Blacksburg)
Washington and Lee University (Lexington)

NON-APPALACHIAN AREAS

Alabama (Non-Appalachian Areas)

Alabama State University (Montgomery-HBCU)
Auburn University (Auburn)
Auburn University at Montgomery (Montgomery)
Concordia College of Selma, Alabama (Selma-HBCU)
Faulkner University (Montgomery)
Huntingdon College (Mobile)
Judson College (Marion)
Amridge University (Montgomery)
Spring Hill College (Mobile)
Troy University (Troy, AL)
Troy University - Dothan Campus (Dothan)
Troy University - Montgomery Campus (Montgomery)
University of Mobile (Mobile)
University of South Alabama (Mobile)
University of West Alabama (Livingston)

Georgia (Non-Appalachian Areas)

Abraham Baldwin Agricultural College (Tifton)
Agnes Scott College (Atlanta)
Albany State University (Albany-HBCU)
American InterContinental University (Atlanta)
Armstrong Atlantic State University (Savannah)
Atlanta Christian College (Atlanta)
Augusta State University (Augusta)
Bainbridge College (Bainbridge)
Bauder College (Atlanta)
Brewton-Parker College (Mt. Vernon)
Clark Atlanta University (Atlanta-HBCU)
Clayton State University (Morrow)
College of Coastal Georgia (Brunswick)
Columbus State University (Columbus)
Darton College (Albany)
East Georgia College (Swainsboro/Statesville)
Emory University (Atlanta)
Fort Valley State University (Fort Valley-HBCU)
Georgia College and State University (Milledgeville)
Georgia Institute of Technology (Atlanta)
Georgia Southern University (Statesboro)

Georgia Southwestern State University (Americus)
Georgia State University (Atlanta)
Gordon College (Barnesville)
Kennesaw State University (Kennesaw)
LaGrange College (LaGrange)
Life University (Marietta)
Macon State College (Macon)
Mercer University (Macon)
Middle Georgia College (Cochran)
Morehouse College (Atlanta-HBCU)
Oglethorpe University (Atlanta)
Paine College (Augusta-HBCU)
Savannah State University (Savannah-HBCU)
South Georgia College (Douglas)
Southern Polytechnic State University (Marietta)
Spelman College (Atlanta-HBCU)
Thomas College (Thomasville)
University of Georgia (Athens)
Valdosta State University (Valdosta)
Waycross College (Waycross)
Wesleyan College (Macon)

Kentucky (Non-Appalachian Areas)

Asbury College (Wilmore)
Bellarmine College (Louisville)
Brescia University (Owensboro)
Campbellsville University (Campbellsville)
Centre College (Danville)
Georgetown College (Georgetown)
Kentucky State University (Frankfort-HBCU)
Kentucky Wesleyan College (Owensboro)
Mid-Continent University (Mayfield)
Midway College (Midway)
Murray State University (Murray)
Northern Kentucky University (Highland Heights)
Simmons College (Louisville)
Spalding University (Louisville)
St. Catharine College (St. Catharine)
Sullivan University (Louisville, Lexington, Ft. Knox)
Thomas More College (Crestview Hills)
Transylvania University (Lexington)
University of Kentucky (Lexington)
University of Louisville (Louisville)
Western Kentucky University (Bowling Green)

Mississippi (Non-Appalachian Areas)

Alcorn State University (Lorman-HBCU)
Belhaven College (Jackson)
Delta State University (Cleveland)

Jackson State University (Jackson-HBCU)
Millsaps College (Jackson)
Mississippi College (Clinton)
Mississippi Valley State University (Itta Bena-HBCU)
Rust College (Holly Springs-HBCU)
Tougaloo College (Tougaloo-HBCU)
University of Mississippi (University)
University of Southern Mississippi (Hattiesburg)
Wesley College (Florence)
William Carey University (Hattiesburg)

North Carolina (*Non-Appalachian Areas*)

Barber-Scotia College (-HBCU)
Barton College (Wilson)
Belmont Abbey College (Belmont)
Bennett College for Women (Greensboro-HBCU)
Campbell University (Buies Creek)
Catawba College (Salisbury)
Chowan College (Murphreesboro)
Davidson College (Davidson)
Duke University (Durham)
East Carolina University (Greenville)
Elizabeth City State University (Elizabeth City-HBCU)
Elon College (Elon College)
Fayetteville State University (Fayetteville-HBCU)
Gardener-Webb University (Boiling Springs)
Greensboro College (Greensboro)
Guilford College (Greensboro)
High Point University (Highpoint)
Johnson C. Smith University (Charlotte-HBCU)
Lenior-Rhyne College (Lenoir-Rhyne)
Livingstone College (Salisbury-HBCU)
Louisburg College (Louisburg)
Meredith College (Raleigh)
Methodist College (Fayetteville)
Mid-Atlantic Christian University (Elizabeth City)
Mount Olive College (Mount Olive College)
North Carolina A&T State University (Greensboro-HBCU)
North Carolina Central University (Durham-HBCU)
North Carolina State University (Raleigh)
North Carolina Wesleyan College (Rocky Mount)
Peace College (Raleigh)
Pfeiffer University (Misenheimer)
Queens University of Charlotte (Charlotte)
Shaw University (Raleigh-HBCU)
St. Andrews Presbyterian College (Laurinburg)
St. Augustine's College (Raleigh-HBCU)
University of North Carolina at Chapel Hill (Chapel Hill)
University of North Carolina at Charlotte (Charlotte)
University of North Carolina at Greensboro (Greensboro)

University of North Carolina at Pembroke (Pembroke)
University of North Carolina at Wilmington (Wilmington)
Wingate University (Wingate)

South Carolina (Non-Appalachian Areas)

Allen University (Columbia-HBCU)
Benedict College (Columbia-HBCU)
Charleston Southern University (Charleston)
The Citadel-The Military College of South Carolina (Charleston)
Claflin University (Orangeburg-HBCU)
Coastal Carolina University (Conway)
Coker College (Hartsville)
College of Charleston (Charleston)
Columbia College (Columbia)
Columbia International University (Columbia)
Erskine College (Due West)
Francis Marion University (Florence)
Lander University (Greenwood)
Morris College (Sumter-HBCU)
Newberry College (Newberry)
Presbyterian College (Clinton)
South Carolina State University (Orangeburg-HBCU)
Southern Methodist College (Orangeburg)
University of South Carolina-Aiken
University of South Carolina-Beaufort
University of South Carolina-Columbia
Voorhees College (Denmark-HBCU)
Winthrop University (Rock Hill)

Tennessee (Non-Appalachian Areas)

American Baptist College (Nashville)
Aquinas College (Nashville)
Austin Peay State University (Clarksville)
Baptist College of Health Sciences (Memphis)
Belmont University (Nashville)
Bethel College (McKenzie)
Christian Brothers University (Memphis)
Crichton College (Memphis)
Cumberland University (Lebanon)
Fisk University (Nashville-HBCU)
Free Will Baptist Bible College (Nashville)
Freed-Hardeman University (Henderson)
Lambuth University (Jackson)
Lane College (Jackson-HBCU)
LeMoyne-Owen College (Memphis-HBCU)
Lipscomb University (Nashville)
Martin Methodist College (Pulaski)
Middle Tennessee State University (Murfreesboro)
Rhodes College (Memphis)

Tennessee State University (Nashville-HBCU)
Trevecca Nazarene College (Nashville)
Union University (Jackson)
University of Memphis (Memphis)
University of Tennessee at Martin (Martin)
University of Tennessee at Memphis (College of Health Sciences)
Vanderbilt University (Nashville)

Virginia (Non-Appalachian Areas)

Averett University (Danville)
Bridgewater College (Bridgewater)
Christendom College (Front Royal)
Christopher Newport University (Newport News)
College of William and Mary (Williamsburg)
Eastern Mennonite University (Harrisonburg)
Ferrum College (Ferrum)
George Mason University (Fairfax)
Hampden-Sydney College (Hampden-Sydney)
Hampton University (Hampton-HBCU)
Hollins University (Roanoke)
James Madison University (Harrisonburg)
Jefferson College of Health Sciences (Roanoke)
Liberty University (Lynchburg)
Longwood University (Farmville)
Lynchburg College (Lynchburg)
Mary Baldwin College (Staunton)
Marymount University (Arlington)
Norfolk State University (Norfolk-HBCU)
Old Dominion University (Norfolk)
Patrick Henry College (Purcellville)
Randolph College (Lynchburg)
Randolph-Macon College (Ashland)
Regent University (Virginia Beach)
Roanoke College (Salem)
Saint Paul's College (Lawrenceville-HBCU)
Shenandoah University (Winchester)
Sweet Briar College (Sweet Briar)
University of Mary Washington (Fredericksburg)
University of Richmond (Richmond)
University of Virginia (Charlottesville)
Virginia Commonwealth University (Richmond)
Virginia State University (Petersburg-HBCU)
Virginia Union University (Richmond-HBCU)
Virginia University of Lynchburg (Lynchburg-HBCU)
Virginia Wesleyan College (Norfolk)

We will also develop relationships with two-year schools in the immediate area near the law school in Knoxville and the main campus in Harrogate. They include:

Pellissippi State Community College
Roane State Community College
Walter State Community College
Southeastern Kentucky Community College

Recruitment Methods

Because we offer a traditional three-year law program that will appeal to a more traditional law school environment and a part-time program that will appeal (primarily) to a non-traditional applicant pool, we will employ traditional and non-traditional recruitment methods to recruit our classes.

The Law School's prospect database consists of the following: individuals that are identified at recruitment fairs; who contact the Law School by phone, email or the website; who walk-in; who send LSAT scores or additional supportive documents (e.g. letters of recommendation, transcripts, etc.) to us; or who contact others at LMU for additional information. Additionally, we purchase names and contact information of LSAT test takers nationwide throughout the year. We will follow up on these leads by entering the prospective student's personal information into Datatel, send any information requested to the prospect and conduct a number of direct mail and email activities with prospects culled from the abovementioned sources.

We will also develop relationships with pre-law advisors and college and university career services offices through memberships in organizations such as Pre-Law Advisors National Conference and the affiliated regional organizations (e.g. the Southern Association of Pre-Law Advisors), as well as participating in the regional conferences of these associations. We will also travel around our mission region to introduce ourselves to career services officers and pre-law advisors, as well as drop off collateral material and meet with any prospective students who may have an interest in studying law.

Daily activities will include processing applications, mailing requested items, responding to inquiries and answering questions, meeting with prospective students and other interested individuals and groups. We will also conduct open house programs in the fall and spring semesters.

We will use email and phone calls to notify students about missing components of their applications. We will also notify all applicants in a timely manner of the status of their applications throughout the admission cycle.

2010 RECRUITMENT SCHEDULE

	A	B	C	D	E	F	G	H	I	J	K	L
1	Person Attending	Date	City	State	Time of Event	College	Event Title	Registration Fee	Number of Prospective Law Students Seen	Number of Pre-Law/Career Advisors Seen	Number of Students Interested in Other LMU Programs	Comments
2	Paul	March 9, 2010	Maryville	TN	a.m. - 1:00 p.m.	Maryville College	College Visit	No Fee		1		
3	Paul	March 25, 2010	Pulaski	TN	9:30 a.m.	Martin Methodist College	College Visit	No Fee	3	1		
4	Paul	March 27, 2010	Knoxville	TN	12:00 p.m.	Law School	Open House Program	No Fee	28			
5	Paul	April 1, 2010	Knoxville	TN	10:00 a.m.	Knoxville College	College Visit	No Fee				Spring Break-No one was available-
6	Paul	April 1, 2010	Tusculum	TN	12:00 p.m.	Tusculum College	College Visit	No Fee		1		
7	Paul	April 1, 2010	Milligan College	TN	2:00 p.m.	Milligan College	College Visit	No Fee		2		
8	Paul	April 5, 2010	Bristol	TN	3:00 p.m.	King College	College Visit	No Fee		1		

2010 RECRUITMENT SCHEDULE

	A	B	C	D	E	F	G	H	I	J	K	L
1	Person Attending	Date	City	State	Time of Event	College	Event Title	Registration Fee	Number of Prospective Law Students Seen	Number of Pre-Law/Career Advisors Seen	Number of Students Interested in Other LMU Programs	Comments
9	Paul	April 5, 2010	Bristol	VA	4:00 p.m.	Virginia Intermont College	College Visit	No Fee		1		
10	Paul	April 6, 2010	Harrogate	TN	9:00 a.m. - 3:00 p.m.	Lincoln Memorial University	College Visit	No Fee	4			
11	Paul	April 7, 2010	Barbourville	KY	1:00 p.m.	Union College	College Visit	No Fee		1		
12	Paul	April 7, 2010	Williamsburg	KY	2:30 p.m.	University of the Cumberlands	College Visit	No Fee		2		
13	Paul	April 9, 2010	Knoxville	TN	11:00 a.m. - 1:00 p.m.	South College	College Visit	No Fee		2		Building Tour and Lunch with Jennifer
14	Paul	April 12, 2010	Hiwassee	TN	2:00 p.m.	Hiwassee College	College Visit	No Fee		1		Met with Beth Scruggs, VP for

2010 RECRUITMENT SCHEDULE

	A	B	C	D	E	F	G	H	I	J	K	L
1	Person Attending	Date	City	State	Time of Event	College	Event Title	Registration Fee	Number of Prospective Law Students Seen	Number of Pre-Law/Career Advisors Seen	Number of Students Interested in Other LMU Programs	Comments
15	Paul	April 12, 2010	Cleveland	TN	3:30 p.m.	Tennessee Wesleyan College	College Visit	No Fee		1		
16	Paul	April 13, 2010	Emory	VA	1:00 p.m.	Emory and Henry College	College Visit	No Fee		2		
17	Paul	April 13, 2010	Wise	VA	3:00 p.m.	University of Virginia's College at Wise	College Visit	No Fee		1		
18	Paul	April 14, 2010	Cleveland	TN	3:00 p.m.	Lee University	College Visit	No Fee		1		
19	Paul	April 15, 2010	Collegedale	TN	10:00 a.m.	Southern Adventist University	College Visit	No Fee		2		
20	Paul	April 16, 2010	Knoxville	TN	9:00 a.m. - 5:00 p.m.		Knoxville Bar Association Law Practice Today Expo					

2010 RECRUITMENT SCHEDULE

	A	B	C	D	E	F	G	H	I	J	K	L
1	Person Attending	Date	City	State	Time of Event	College	Event Title	Registration Fee	Number of Prospective Law Students Seen	Number of Pre-Law/Career Advisors Seen	Number of Students Interested in Other LMU Programs	Comments
21	Paul	April 19, 2010	Sewanee	TN	1:00 p.m.	University of the South	College Visit	No Fee		1		
22	Paul	April 20, 2010	Asheville	NC	1:00 p.m.	University of North Carolina at Asheville	College Visit	No Fee		1		
23	Paul	April 20, 2010	Mars Hill	NC	2:30 p.m.	Mars Hill College	College Visit	No Fee		1		
24	Paul	April 21, 2010	Raleigh	NC	2:00 p.m.	Shaw University	College Visit	No Fee		1		
25	Paul	April 21, 2010	Raleigh	NC	4:00 p.m.	St. Augustine's College	College Visit	No Fee	1	1		
26	Paul	June 8-12, 2010	Durham	NC	8:30 a.m. - 5:00 p.m.	Duke University	Joint NAPLA-SAPLA Conference	\$ 250.00				

2010 RECRUITMENT SCHEDULE

	A	B	C	D	E	F	G	H	I	J	K	L
1	Person Attending	Date	City	State	Time of Event	College	Event Title	Registration Fee	Number of Prospective Law Students Seen	Number of Pre-Law/Career Advisors Seen	Number of Students Interested in Other LMU Programs	Comments
27	Paul	July 28, 2010	Knoxville	TN	6:00 p.m.		LMU Alumni Gathering					At Calhoun's on the River
28	Paul	Sept. 7	Chattanooga	TN	11:00 - 1:00	University of Tennessee at Chattanooga	Law School Fair	Check \$35.00	8	1		
29	Paul	Sept. 8	Knoxville	TN	2:00 - 4:00	University of Tennessee at Knoxville	2010 Law School Recruitment Fair and	No Fee	10	2		
30	Paul	Sept. 13	Holly Springs	MS	9:00 - 12:00	Rust College		\$ 100.00	5	1		
31	Paul	Sept. 13	University	MS	2:00 - 4:00	University of Mississippi	Graduate & Professional Schools Day	\$ 175.00	1	1		
32	Paul	Sept. 14	Itta Bena	MS	9:00 - 1:00	Mississippi Valley State University	2010 Graduate & Professional Schools Day	\$ 125.00	0	1		

2010 RECRUITMENT SCHEDULE

	A	B	C	D	E	F	G	H	I	J	K	L
1	Person Attending	Date	City	State	Time of Event	College	Event Title	Registration Fee	Number of Prospective Law Students Seen	Number of Pre-Law/Career Advisors Seen	Number of Students Interested in Other LMU Programs	Comments
33	Paul	Sept. 15	Alcorn State	MS	9:00 - 1:00	Alcorn State University	2010 Graduate School Expo	\$ 150.00	0	1		
34	Paul	Sept. 15	Jackson	MS	11:00 - 2:00	Millsaps College	Graduate School Fair	\$ 55.00	2	1		
35	Trish	Sept. 15	Charlotte	NC	9:30 - 3:00	University of North Carolina at Charlotte	Career Expo Fall 2010	\$ 175.00				
36	Paul	Sept. 16	Jackson	MS	9:00 - 12:00	Jackson State University	Professional Schools Day	\$ 150.00	10		1	
37	Paul	Sept. 17	Tougaloo	MS	9:00 - 1:00	Tougaloo College	32nd Annual Graduate and Professional School	\$ 100.00	4	1		
38	Paul	Sept. 21	Nashville	TN	10:00 - 3:00	TN State University	2010 Graduate & Professional School Fair and Graduate School	\$ 175.00	4	0	1	

2010 RECRUITMENT SCHEDULE

	A	B	C	D	E	F	G	H	I	J	K	L
1	Person Attending	Date	City	State	Time of Event	College	Event Title	Registration Fee	Number of Prospective Law Students Seen	Number of Pre-Law/Career Advisors Seen	Number of Students Interested in Other LMU Programs	Comments
39	April/Jon	Sept. 21	Sewanee	TN	11:30 - 1:30	The University of the South						
40	Paul	Sept. 22	Nashville	TN	3:00 - 7:00	Fisk University	2010 Fall Career & Graduate School Fair	\$ 175.00	2	0		
41	Paul	Sept. 23	Jackson	TN	11:00 - 1:00	Lambuth University	Graduate & Professional School Fair	\$ 40.00	2			
42	Paul	Sept. 23	Memphis	TN	4:00 - 6:00	Rhodes College	Grad School Expo	\$ 90.00	5			
43	Paul	Sept. 28	Greeneville	SC	12:00 - 3:30	Furman University	Graduate & Professional School Fair	No Fee	1	1		
44	Trish	Sept. 29	Cleveland	TN	11:00 - 3:00	Lee University	Graduate School Fair	\$ 25.00	7		8	

2010 RECRUITMENT SCHEDULE

	A	B	C	D	E	F	G	H	I	J	K	L
1	Person Attending	Date	City	State	Time of Event	College	Event Title	Registration Fee	Number of Prospective Law Students Seen	Number of Pre-Law/Career Advisors Seen	Number of Students Interested in Other LMU Programs	Comments
45	Paul	Sept. 29	Spartanburg	SC	2:30 - 6:00	Wofford College	Graduate/Law School Day	No Fee	3	1		
46	Paul	Sept. 30	Clinton	SC	10:00 - 3:00	Presbyterian College/Newberry College	2010 Upstate South Carolina Graduate School Tour	\$ 15.00	3	2		
47	Paul	Oct. 4	Huntsville	AL	9:00 - 1:00	Oakwood University	Alabama Connection	\$350.00 (fee covers 3 events, 10/4-5/10)	17	1	2	
48	Paul	Oct. 5	Tuscaloosa	AL	9:00 - 12:30	Stillman College	Alabama Connection	fee included in charge for Oct. 4	4	1		
49	Paul	Oct. 5	Birmingham	AL	3:00 - 6:00	University of Alabama at Birmingham	Alabama Connection	fee included in charge for Oct. 4	1			
50	Paul	Oct. 7 - 9	New Orleans	LA			SWAPLA Conference	\$ 200.00	NA			

2010 RECRUITMENT SCHEDULE

	A	B	C	D	E	F	G	H	I	J	K	L
1	Person Attending	Date	City	State	Time of Event	College	Event Title	Registration Fee	Number of Prospective Law Students Seen	Number of Pre-Law/Career Advisors Seen	Number of Students Interested in Other LMU Programs	Comments
51	Heidi	Oct. 7	Boone	NC	10:00 - 2:00	Appalachian State University	Graduate & Professional Schools Fair	Check \$75.00	15			
52	Trish	Oct. 7	Cookeville	TN	10:00 - 3:00	TN Tech University	Career Day 2010	\$275.00	14 - information req. forms filled out / 6 inquiries w/out forms filled out	0	1	
53	Paul	Oct. 13	Murfreesboro	TN	10:00 - 3:00	Middle Tennessee State University	2010 Fall Career Fair	\$ 200.00	12			
54	Paul	Oct. 14 - 16	Minneapolis	MN		University of St. Thomas School of Law	2010 Midwest Association of Pre-Law Advisor's (MAPLA) Conference	\$ 200.00	NA			

2010 RECRUITMENT SCHEDULE

	A	B	C	D	E	F	G	H	I	J	K	L
1	Person Attending	Date	City	State	Time of Event	College	Event Title	Registration Fee	Number of Prospective Law Students Seen	Number of Pre-Law/Career Advisors Seen	Number of Students Interested in Other LMU Programs	Comments
55	Trish	Oct. 14	Raleigh	NC	10:00 - 3:00	St. Augustine's College	2010 Fall Career & Graduate School Suite	\$ 75.00	19	2	0	
56	Heidi	Oct. 14	Bristol	TN	4:00 - 7:30	King College	Graduate Connections 2010		2			
57	Heidi	Oct. 14	Bristol	VA	11:00 - 2:00	Virginia Intermont College			10			
58	Paul	Oct. 18	Richmond	KY	1:00 - 3:00	Eastern Kentucky University	Graduate School Fair & law School Day	\$ 35.00	1			
59	Heidi	Oct. 18	Kennesaw	GA	10:00 - 2:00	Kennesaw State University	Graduate Fair		15			
60	Paul	Oct. 19	Danville	KY	3:00 - 5:00	Centre College	Law School Fair	No Fee	7			
61	Trish	Oct. 19	Asheville	NC	11:00 - 3:00	University of North Carolina at Asheville	2010 Career and Graduate Fair	\$ 75.00	4 total (1 - completed form / 3 inquiries w/out completed forms)	3	0	

2010 RECRUITMENT SCHEDULE

	A	B	C	D	E	F	G	H	I	J	K	L
1	Person Attending	Date	City	State	Time of Event	College	Event Title	Registration Fee	Number of Prospective Law Students Seen	Number of Pre-Law/Career Advisors Seen	Number of Students Interested in Other LMU Programs	Comments
62	Paul	Oct. 20	Georgetown	KY	5:00:00 - 7:00	Georgetown College	Law School Fair	\$ 15.00	2			
63	Paul	Oct. 21	Lexington	KY	11:30 - 1:30	Transylvania University	Law School Fair		5			
64		Oct. 26	Cullowhee	NC	10:00 - 2:00	Western Carolina University	Graduate & Professional School Day					
65	Trish	Oct. 26	Dayton	TN	12:00 - 2:00	Bryan College	Graduate School Fair	\$ 15.00	2	2	0	
66	Paul	Oct. 26	Memphis	TN	6:00 AM	University of Memphis Cecil C. Humphreys School			12			
67	Paul	Oct. 27	Memphis	TN	2:00 PM	LeMoyne-Owen College	College Visit	No Fee		1		
68	Paul	Oct. 28	Mississippi State	MS	12:00 - 3:00	Mississippi State University	Fall 2010 Graduate and Professional School Information Day	\$ 125.00	12			

2010 RECRUITMENT SCHEDULE

	A	B	C	D	E	F	G	H	I	J	K	L
1	Person Attending	Date	City	State	Time of Event	College	Event Title	Registration Fee	Number of Prospective Law Students Seen	Number of Pre-Law/Career Advisors Seen	Number of Students Interested in Other LMU Programs	Comments
69	Paul	Oct. 29	Atlanta	GA	11:00 - 3:00	Clark Atlanta University	AUC Graduate/Professional School Information & Recruitment Day	Check \$300.00	7			
70	Paul	Nov. 2	Raleigh	NC	11:30 - 3:30	North Carolina State University	Law Fair	Check \$95.00	8			
71	Paul	Nov. 3	Chapel Hill	NC	12:00 - 3:00	University of North Carolina	Law Fair	\$ 175.00	2			
72	Paul	Nov. 4	Winston-Salem	NC	12:00 - 3:00	Wake Forest University	Law Fair	\$ 75.00	1			
73	Paul	Nov. 5	Columbia	SC	9:00 - 12:00	University of South Carolina	Annual Law Fair	\$ 150.00	2			
74	Paul	Nov. 8	Athens	GA	10:00 - 2:00	University of Georgia	Law Fair	No Fee	2			

2010 RECRUITMENT SCHEDULE

	A	B	C	D	E	F	G	H	I	J	K	L
1	Person Attending	Date	City	State	Time of Event	College	Event Title	Registration Fee	Number of Prospective Law Students Seen	Number of Pre-Law/Career Advisors Seen	Number of Students Interested in Other LMU Programs	Comments
75	Paul	Nov. 10	Statesboro	GA	9:00 - 1:00	Georgia Southern University	Graduate School Fair	\$ 150.00				event fee applied to next year; Paul could not attend, fell in parking lot.
76	Trish	Nov. 17	Knoxville	TN	4:30 - 7:30	LMU Cedar Bluff Site	Business & Health Career Job Fair	No fee	1			

1L Certification

Name: _____

Phone: _____

Email: _____

Please initial each individual section:

_____ I understand and have been informed by the Duncan School of Law that completion of my coursework at the Duncan School of Law does not necessarily make me eligible to sit for the bar examination in any jurisdiction. Rather, as to Tennessee, I understand that my eligibility to take the bar examination in this state is contingent upon, among other things, a successful character and fitness review by the Tennessee Board of Bar Examiners.

_____ I understand that the Duncan School of Law does not currently have accreditation by the American Bar Association. Thus, I understand that my eligibility for admission to the bar in any jurisdiction other than Tennessee could be limited.

_____ I understand and have been advised that I should contact the board of bar examiners in any state where I hope to be licensed to determine general eligibility requirements, as well as, character and fitness requirements.

_____ I understand that I am subject to the provisions of the Code of Academic Integrity as found within the Duncan School of Law Student Handbook and Catalog. I further understand that the provisions in the code can be amended by the faculty at any time.

_____ I give permission to the Duncan School of Law and Lincoln Memorial University to make use of any image or likeness of me taken by the school or captured in our online classroom capture system.

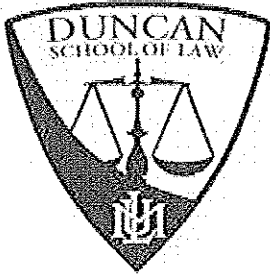
_____ I agree to not publish, provide copies of or access to, or disclose the contents of any intellectual property of any member(s) of the faculty, staff, or administration of the Duncan School of Law (including but not limited to lectures, assignments, exams) without the explicit consent of the holder(s) of that right and the dean.

_____ I agree that, if I am a full-time student, I will not be employed while classes are in session during the academic year at the Duncan School of Law. I agree that, if I am a part-time student with more than 12 hours of classes a week, I will not be employed to work more than 20 hours a week while classes are in session during the academic year at the Duncan School of Law.

_____ I have been provided sufficient time and opportunity to ask any questions I have had about this form.

Signature

Date



Second Year Certification

Name: _____

Phone: _____

Email: _____

Please initial each individual section:

Please initial each individual section:

_____ I understand and have been informed by the Duncan School of Law that completion of my coursework at the Duncan School of Law does not necessarily make me eligible to sit for the bar examination in any jurisdiction. Rather, as to Tennessee, I understand that my eligibility to take the bar examination in this state is contingent upon, among other things, a successful character and fitness review by the Tennessee Board of Law Examiners.

_____ I understand that the Duncan School of Law does not currently have accreditation by the American Bar Association. Thus, I understand that my eligibility for admission to the bar in any jurisdiction other than Tennessee could be limited.

_____ I understand and have been advised that I should contact the board of law examiners in any state where I hope to be licensed to determine general eligibility requirements, as well as, character and fitness requirements.

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_____ I give permission to the Duncan School of Law and Lincoln Memorial University to make use of any image or likeness of me taken by the school or captured in our online classroom capture system.

_____ I agree to not publish, provide copies of or access to, or disclose the contents of any intellectual property of any member(s) of the faculty, staff, or administration of the Duncan School of Law (including but not limited to lectures, assignments, exams) without the explicit consent of the holder(s) of that right and the dean.

_____ I agree that, if I am a full-time student, I will not be employed while classes are in session during the first academic year at the Duncan School of Law. I agree that, if I am a part-time student with more than 12 class hours in a particular week, I will not be employed to work more than 20 hours during said week.

_____ I have been provided sufficient time and opportunity to ask any questions I have had about this form.

Signature

Date

July 2, 2010

Dear ,

Congratulations! I am pleased to offer you a position in the first-year class at Lincoln Memorial University - Duncan School of Law, commencing in August 2010. This offer of admission is made, based on the information supplied in your application for admission, and is contingent upon receipt of your final Credential Assembly Service report and official copies of transcripts from all colleges attended. *Additionally, we will not offer any transfer credit toward any classes that you have taken at other law schools.*

In August 2009, we matriculated the inaugural part-time class and will soon matriculate the inaugural full-time class. These are exciting times for all of us, and we look forward to having you join us. I hope you will accept this unique opportunity. We look forward to your help as we work together to fulfill our mission. If you have any further questions, please contact the admissions office at 865-524-5286.

If you accept our offer, you will be required to submit a non-refundable deposit of \$400 within two weeks of receipt of this letter in order to secure your seat in the class. This deposit will be credited toward your tuition. Please refer to the attached letter from Paul Carney, the Director of Admission, for further details. Again, congratulations!

Sincerely,



April Carroll Meldrum
Associate Dean for Academics
Assistant Professor of Law

July 22, 2010

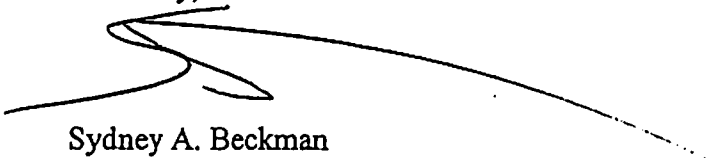
Dear ,

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In August 2009, we matriculated the inaugural part-time class and will soon matriculate the inaugural full-time class. These are exciting times for all of us, and we look forward to having you join us. I hope you will accept this unique opportunity. We look forward to your help as we work together to fulfill our mission. If you have any further questions, please contact the admissions office at 865-524-5286.

If you accept our offer, you will be required to submit a non-refundable deposit of \$400 within one week of receipt of this letter in order to secure your seat in the class. This deposit will be credited toward your tuition. Please refer to the attached letter from Paul Carney, the Director of Admission, for further details. Again, congratulations!

Sincerely,



Sydney A. Beckman
Dean and Professor of Law

June 4, 2010

Dear _____,

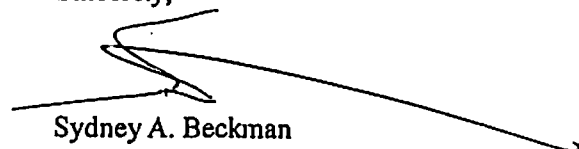
Congratulations! I am pleased to offer you a position in the first-year class at Lincoln Memorial University - Duncan School of Law commencing in August 2010. This offer of admission was made based on the information supplied in your application for admission and is contingent upon receipt of your final Law School Data Assembly Service report and official copies of transcripts from all colleges attended. *Additionally, we will not offer any transfer credit toward any classes that you have taken at other law schools.*

Finally, we are requiring you—prior to matriculation in August—to contact the Tennessee Board of Law Examiners to discuss your 'Character and Fitness' issues so as to ascertain their position on the likelihood that you will be eligible to sit for the Tennessee Bar Examination upon graduation from law school. Please provide to us proof of your dialog with the Board as soon as possible before Monday, August 16, 2010.

In August 2009, we matriculated the inaugural class and completed our first year of courses in May. These are exciting times for all of us, and we look forward to having you join us. I hope you will accept this unique opportunity. We look forward to your help as we work together to fulfill our mission. If you have any further questions, please contact the admissions office at 865-524-5286.

If you accept our offer, you will be required to submit an initial, non-refundable deposit of \$200 within two weeks of receipt of this letter in order to secure your seat in the class. This deposit will be credited toward your tuition. A secondary deposit of \$200 will be due on or before July 15, 2010. This deposit will also be credited toward your tuition. Please refer to the attached letter from Paul Carney, the Director of Admission, for further details. Again, congratulations!

Sincerely,



Sydney A. Beckman
Dean and Professor of Law



DUNCAN SCHOOL OF LAW
LMU

Starting a tradition of excellence



“Because one of my sons attended Lincoln Memorial University, I got to know many of the students, faculty and staff. Not only does LMU have a very beautiful campus, it offers students a superior education at a bargain rate compared to other universities. A student is much more than a number at LMU with individual, one-on-one treatment, and the university has an outstanding reputation throughout the nation.” - Congressman John J. Duncan, Jr.





Letter from the Dean

Since I joined the LMU family I have found it to be a warm and inviting place that is steeped in history and honors a great man and great lawyer. Lincoln said, "Determine that the thing can and shall be done, and then we shall find a way." In August of 2009, the dream of a new law school became a reality with the matriculation of our inaugural class. The vision of the Duncan School of Law is to be a premier teaching institution. To this end, we have created an innovative and rigorous curriculum, designed a state-of-the-art facility and secured a talented faculty. Additionally we are, and will remain, a work-in-progress.

Over the course of the last year, we have revitalized Knoxville's Old City Hall into a high-tech learning center while preserving the building's rich heritage. We have also honored another revered lawyer and public servant, Congressman John J. Duncan Jr., by naming our law school after him. Students will study law in the same place where Congressman Duncan's father served the city as both mayor and city law director – in the same halls where the Congressman himself roamed and played as a young child.

Our programs include a part-time program and a full-time program, permitting both the traditional and non-traditional student the opportunity to pursue a legal education.

The law school is constantly striving to become more efficient and innovative in all aspects of legal

education. Our curriculum is designed to prepare students for success on the bar exam and in the practice of law. For example, we have developed a Lawyering Skills Program which encompasses four semesters and promotes better communication through both the written and spoken word. We have built classrooms that capture each lecture and present the lecture in an easy-to-review format that students can watch anywhere they have high-speed internet access. Students use interactive technology virtually every day in the classroom, enabling them to have a more accurate assessment of their understanding of the material. Faculty are accessible to students not only in-person but through the use of state-of-the-art technology as well. Our faculty have practice experience, helping bring the real world into the classroom.

In February 2009, we received approval from the Tennessee Board of Law Examiners and subsequently received approval from the Southern Association of Colleges and Schools. In August 2010, we will begin the process of seeking accreditation from the American Bar Association.

Thank you for considering the Duncan School of Law as you plan for a career in the legal profession. Being on the ground floor of the building of this institution is an exciting time. As a student, you will help to shape the future of this law school. I invite you to schedule a visit and see for yourself all that we have to offer.



We are constantly reminded of Lincoln's famous words:

"Determine that the thing can and shall be done, and then we shall find the way."

Lincoln the Lawyer

In 1933, then-president of Lincoln Memorial University John Wesley Hill was invited to speak to the Ohio State Bar Association on the subject of “Lincoln the Lawyer.” Reading Hill’s speech, one might become confused and lose sense of time and place for a moment. Rocked by the first World War, high-profile cases like the Sacco and Vanzetti trial and the Lindbergh kidnapping, Hill described the United States as a place “that leads the world in crime,” as an America that “needs today as never before...a return to the foundation principles incarnate in the life of Lincoln.”

Seventy-six years later, Hill’s words ring just as true. The principles embodied by Abraham Lincoln the lawyer are as admired and needed in the world today as ever before. In an era where deceit and corruption seem to lurk at every turn, Lincoln stands as an example of a man who pursued his profession with such diligence and integrity as to earn the nickname “Honest Abe.”

Lincoln did not receive a traditional education. Instead he educated himself, relying largely on a small personal library that included the Bible, *Robinson Crusoe* and *Aesop’s Fables*. Later he added *The Statutes of Indiana* and *Blackstone’s Commentaries* to his reading list, and these texts served as the basis for his legal studies.

During his 23 years in practice as an attorney, Lincoln was known for his fair manner in all things. As Hill summed it up: “[Lincoln] never accepted a case that he did not believe was right, regardless of the proffered retainer. He never charged an exorbitant fee. He never took an unfair advantage, even though supported by technical legal authority. He never played a trick, or resorted to an ignoble practice in all his career at the Bar.” In fact, all those years ago Hill turned a phrase now seen

in many iterations in modern America: “A lawyer, hesitating between two points, as to what his duty is in any circumstance, need but ask himself: ‘What would Lincoln do?’”

Lincoln handled his cases with honor and purpose. He fought for clients he truly believed had been wronged. Lincoln was not motivated by greed or ambition but by his own sense of duty. He once cancelled a scheduled engagement during his run for Congress to walk ten miles to court in another county. There, he defended a young man on a murder charge for free, simply because the man’s family had befriended him some time before and had written a letter appealing for Lincoln’s help. When the young man was found not guilty by the jury, he fainted with relief, and Lincoln himself carried the young man to his mother for comfort.

When Lincoln was 28, he made a speech in Springfield summing up his love of the law: “Let every American, every lover of liberty everywhere swear to posterity never to violate in the least particular the laws of his country and never to tolerate the violation of others...Let reverence for the laws be breathed by every American mother to the lisping babe that prattles on her knee; let it be taught in schools, in seminaries and in colleges; let it be written in primers, spelling books and almanacs; let it be preached from pulpits, proclaimed in legislative halls; and enforced in courts of justice; in short, let it become the political religion of America.”

It is this fervent leadership that guides the Duncan School of Law at Lincoln Memorial University. As in all things, the example of the University’s namesake remains foremost in our minds as our students pursue their chosen passions.



Lincoln handled his cases with honor and purpose. He fought for clients he truly believed had been wronged. Lincoln was not motivated by greed or ambition, but by his own sense of duty.

Home for Lincoln in Tennessee

In June 1896, General O.O. Howard planned to visit Chattanooga to tour its battlefields. Upon hearing of this, the Rev. A.A. Myers and his wife Ellen wrote to Howard, asking him to stop by the Cumberland Gap on his way. Myers and his wife had worked since 1890 in this region, supported by the American Missionary Association, to create schools for underprivileged mountain families.


This region was in dire need of help. An industrial boom that had led to the creation of Middlesboro, Ky., the Cumberland Gap and Harrogate, Tenn., in the early 1890s had gone bust. The Four Seasons Hotel, a 700-room resort near the Gap, was now defunct. Grand hopes of turning Middlesboro into a Southern version of Pittsburgh and the Gap into a tourist mecca now seemed futile, but the need to educate mountain youth persisted.

Myers' letter to Howard bore fruit, and the former general stopped at Cumberland Gap on his way to Chattanooga. Meeting with Myers and several others on the evening of June 18, 1896, on the verandah of the school, Myers made a pitch to Howard for help. He spoke passionately about his efforts to help the region and of his dream to create a college. During this talk, Howard recalled his last meeting with Lincoln in late September 1863. Lincoln had spoken similarly of his own desire to help the mountain people in some fashion after the war was over. "They are loyal,

there, General, they are loyal," Howard remembered the president's words. He also recalled his business agent Cyrus Kehr's desire to create a college dedicated to Lincoln's ideals.

Impulsively, Howard decided to help. "Friends, if you will make this school a larger enterprise I will take hold and do what I can," he said. Events moved quickly after that. It was decided that the institution be named Lincoln Memorial University and to buy the Four Seasons Hotel property as a campus. Kehr became involved too. Howard left the local arrangements up to Myers. In commemoration of Lincoln's birthday, the institution was chartered by the State of Tennessee on February 12, 1897, as Lincoln Memorial University.

Since that time, Lincoln Memorial University has sought to provide educational opportunities, development of community leadership and the expansion of economic and social forces within its region. More than 700 alumni have entered medical or legal practice in Appalachian communities. Another 3,000 have become professional educators, serving in positions ranging from elementary school teacher to university president. Twenty-five graduates have published widely recognized books, dramas and musical compositions. Jesse Stuart is one such author; his various works have been translated into seven languages.



**“They are loyal, there,
General, they are loyal.”**
-President Lincoln

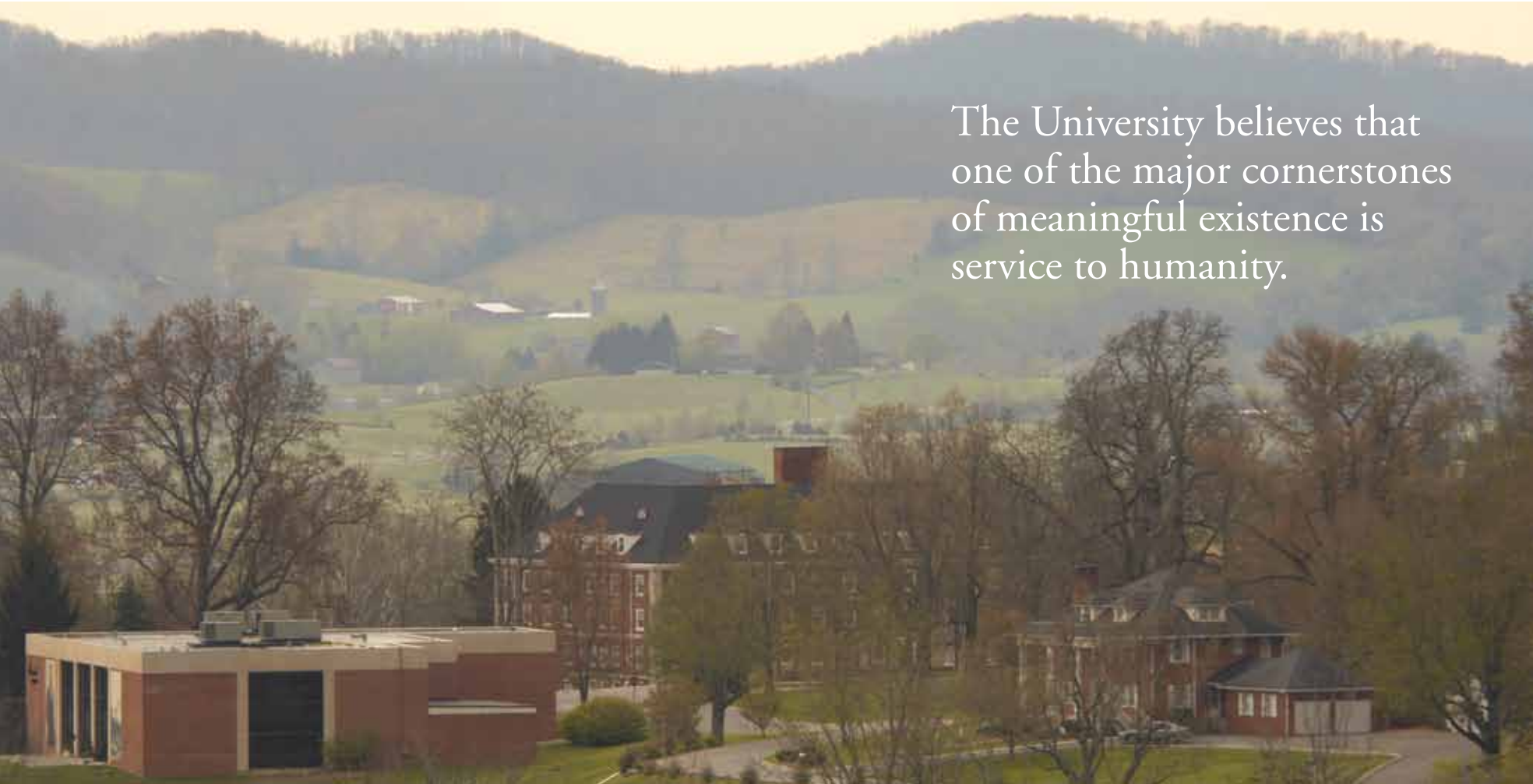
Mission & Purpose of LMU

Lincoln Memorial University is a values-based learning community dedicated to providing educational experiences in the liberal arts and professional studies. The University strives to give students a foundation for a more productive life by upholding the principles of Abraham Lincoln's life: a dedication to individual liberty, responsibility and improvement; a respect for citizenship; recognition of the intrinsic value of high moral and ethical standards; and a belief in a personal God.

The University is committed to teaching, research and service. The University's curriculum and commitment to quality instruction at every level are based on the beliefs that graduates must be able to communicate clearly and effectively in an era of rapidly and continuously expanding communication technology, must

have an appreciable depth of learning in a field of knowledge, must appreciate and understand the various ways by which we come to know ourselves and the world around us and must be able to exercise informed judgments.

The University believes that one of the major cornerstones of meaningful existence is service to humanity. By making educational and research opportunities available to students where they live and through various recreational and cultural events open to the community, Lincoln Memorial University seeks to advance life in the Cumberland Gap area and throughout the region through its teaching, research and service mission.



The University believes that one of the major cornerstones of meaningful existence is service to humanity.

Law School's Connection to Knoxville

Although the law school is new to Knoxville, Lincoln Memorial University has had a presence in this city historically. In 1905, LMU purchased the Tennessee Medical College (established in 1889) from a group of local physicians. LMU operated the medical school until 1914 when economic difficulties forced closure of the school. LMU continued to operate the accompanying Lincoln Memorial Hospital until 1917 when it was sold to the City of Knoxville and added to the Knoxville General Hospital property.

This is not the first endeavor into the field of law by Lincoln Memorial University. From 1919-1921, LMU offered courses in law on the main campus in Harrogate. The University continues to prepare students for careers in law with a pre-law curriculum, and many LMU graduates have gone on to attend prestigious law schools across the country.

Now, nearly a century later, LMU has opened a law school in downtown Knoxville. Knoxville, located in the heart of the Tennessee Valley, is a cultural and educational hub with many museums, theaters, musical venues, historic sites, libraries and

educational institutions. For the outdoor enthusiast, Knoxville is within a short drive to the Smoky Mountains National Park, the Cumberland Gap National Historical Park, seven area lakes and many parks and greenways.

Knoxville frequently ranks highly in national surveys as a city which offers a quality environment in which to live and work, cited most often for affordable housing, reasonable health care costs, a temperate climate, a low unemployment rate and a low crime rate. The economy is very diverse which helps to minimize the effects of downturns in the market. Manufacturers in the area produce a wide range of products including medical devices, automobile parts, clothing and apparel, electronics, chemicals and manufactured housing. Some of these firms employ as many as 12,000 people.

It is estimated that the current population of the City of Knoxville is just over 170,000, and the population of the Knoxville metropolitan statistical area (MSA) is over 700,000. Knoxville is a medium-sized city with many of the advantages of much larger cities, and the charm and ease of living found in smaller towns.

During the first half of the 19th century, Knoxville grew and prospered largely due to river trade, the advent of railroads, and its location. During the Civil War, the city, like much of the southern Appalachian region, was divided in its loyalties between the Union and the Confederacy. Like most of eastern Tennessee, Knoxville was predominantly pro-Union. However, Confederate forces occupied the city until September 1863. During the war both sides would utilize the current facilities of the LMU-Duncan School of Law (the "Old City Hall") as a hospital.

In 1982, Knoxville hosted the World's Fair. The theme of the exposition was "Energy Turns the World" and is reflective of a city so closely connected with the creation of energy. President Ronald Reagan gave the keynote address at the opening day ceremonies on May 1, 1982.

We encourage you to visit the Duncan School of Law in Knoxville. We believe that Knoxville is an excellent place to live and Lincoln Memorial University is an excellent place to study law.



**We believe that
Knoxville is an
excellent place to
live, and Lincoln
Memorial University
is an excellent place to
study law.**



Fulfilling Dreams...

The students of Lincoln Memorial University's Duncan School of Law come from all walks of life, but their fabrics are sewn with the common threads of dedication to individual liberty, responsibility and improvement; a respect for citizenship; recognition of the intrinsic value of high moral and ethical standards; and a belief in a personal God. Just as those principals influenced the life of Abraham Lincoln, they played a role in LMU-DSOL's inaugural class coming together.

From practicing physicians to first generation college students their backgrounds are as varied as their career goals. Some long to try cases on the big stage of criminal court while others hope to make a difference to the victims of neglect in family court. Some will help people navigate the waters of bankruptcy and business law. Some are single parents relying on outside help to care for their children while they pursue a better life for their families. Others

have the support of a spouse but no less pressure as they juggle full-time jobs, children and school. And others are fresh out of undergraduate or master's studies. Regardless of their circumstances, the members of the LMU-DSOL inaugural class have one thing in common: they all have an opportunity to pursue a higher level of educational attainment because LMU continues to fulfill its mission of providing educational opportunities to the underserved populations of Appalachia.

The class of 2013 is comprised of 81 students all hailing from LMU's primary service area of East Tennessee, Southwest Virginia and Kentucky. The average age of the class is 31 years old. The median LSAT score is 149 and the median GPA is 3.05.* The 75th percentile LSAT is 152 while the 25th percentile LSAT is 146. Nearly 250 people applied to be in the inaugural class.

*as calculated by the Law School Credential Assembly Service



Lost Along The Way

Mary McIntosh's path to a seat in the inaugural class at LMU-DSOL was a winding one. Growing up in a place called "Calico Holler" outside of Cartersville, Ky., McIntosh gave college a try after high school but found it wasn't a good fit for her at the time. Though she dropped out of college, her education continued as she worked to pay her bills in what she describes as a "sleazy bar." It did not take long for her to realize



Mary McIntosh

that her career wasn't going anywhere given that she didn't want to be a waitress or bartender for the rest of her life.

Finding it hard to go back to college because it was not a good fit for her the first time around, McIntosh "tested the waters" by taking a correspondence course to make up for a class she failed. It whetted her appetite for learning, and soon she was enrolled in a community college. Well on her way to completing her general education core, her path was blocked again. This time it was the personal struggle of going through a divorce that stalled her education. After missing a semester, she returned to the community college and took Sociology 101. The course included a section on criminology.

Still searching for a focus in her education, criminology inspired her to transfer to a four-year school known for criminal justice. Though her journey included five stops along the way, the new direction helped her stay focused and complete a bachelor's degree. Furthermore, she decided to continue her studies at graduate school. Though McIntosh started strong, life once again got in the way as she had to halt her education first because of a difficult pregnancy and later because of illness and surgery. At the same time, she was offered a job as an investigative social worker. Struggling to balance

school and work, she once again made the difficult decision to put her education on hold.

As a social worker, McIntosh's office would complete anywhere from 40 to 60 investigations a week. Her job also required her to often testify. There she found there was more fight in her testimony than in some of the attorneys representing her clients. That is when it clicked for McIntosh, and she saw that she was meant to become an attorney. First, she went back to college to complete the degree she had started. Once she accomplished that, she set about the task of finding a law school that was right for her. This time she was confident that nothing would get in her way. In fact, she was so confident she packed up her life and moved to Knoxville to take her seat in LMU-DSOL's inaugural class.

"What I like about the Lincoln Memorial University-Duncan School of Law is that they accepted me for who I am," McIntosh said. "I didn't have to sugar coat my past to be accepted here. All the stops and starts of my education weren't held against me. I know that this institution will do a fine job teaching me the skills that are the solid foundation of becoming an excellent lawyer."

"What I like about the Lincoln Memorial University-Duncan School of Law is that they accepted me for who I am."

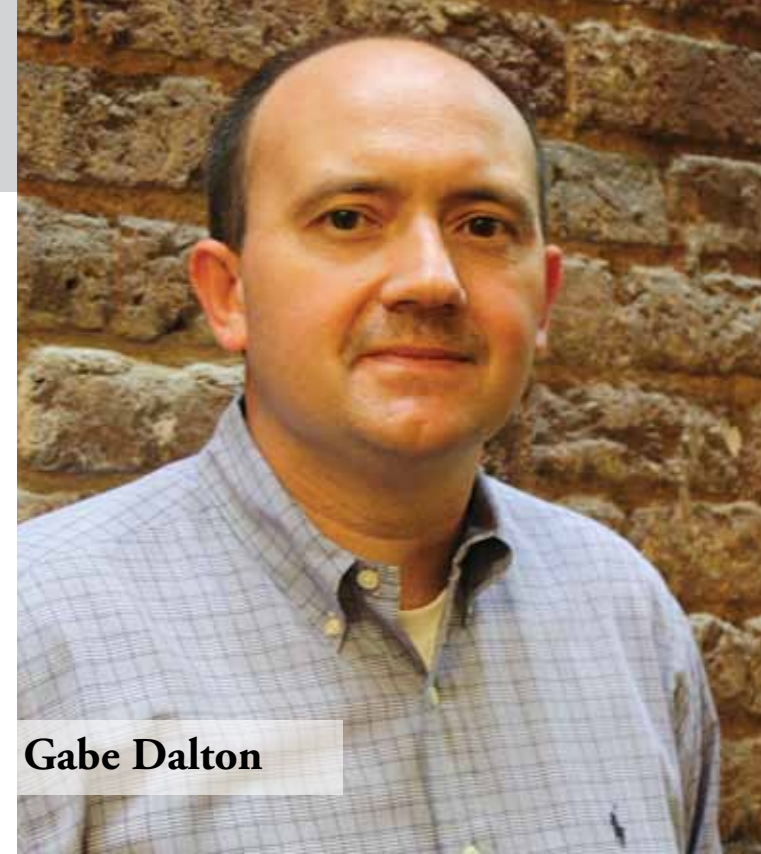
New Beginnings

There are few things more daunting than starting law school, working full-time and trying to balance time for your spouse and children. Now consider doing all of that and adding a one-month-old newborn to the mix. For Gabe Dalton it is just another day in the office.

Another first generation college student, Dalton is no stranger to working his way through school. In fact, he worked his way through middle and high school. Dalton's great grandfather was illiterate, and his grandfather had to quit school in the third grade to go to work. His grandmother made it only to her high school freshman year. Dalton started

picking tomatoes when he was 10 years old for just \$3 an hour. He continued to work until he entered Carson-Newman College after high school. While at Carson-Newman, he worked nights for UPS. He continued this throughout the completion of a master's degree.

His education opened doors that allowed him to leave the night shift behind. For the last five years, Dalton has been working in human resources for the shipping giant. Along the way, he married and started a family that includes three girls under the age of five. For Dalton and his family, law school is a family journey and another new beginning.



Gabe Dalton



Erica McClure

For the first 18 years of her life, Erica McClure lived in a small town in northeast Ohio. No one in her family had ever attempted to complete an undergraduate degree, but it was something she was driven to do. Though her family supported her throughout her college experience, McClure often felt her family could not relate to her journey because it took her away from the home she had always known. Moving to a new state to pursue her studies, she found a way to overcome many obstacles and thrive in the college learning environment. It was not without sacrifice, however, as she funded her endeavor completely with financial aid, mostly through student loans. In six years, she earned three different undergraduate degrees.

McClure became the first in her family and also her husband's family to earn an undergraduate

degree. That achievement and the wisdom and experience she gained gave her a thirst to reach further and confidence to continue to pursue an education. Her newest quest comes with familiar and new challenges. There are more financial aid and student loans to consider and new responsibilities as she is now a mother to a two-year old daughter. She is embarking on a new journey and once again finding a way to do something no one in her family has done or can relate to; and this time, she is not alone on her journey. Her days are spent caring for her daughter and squeezing in study time when she can. In the evenings, her husband takes over the care of their daughter while she attends class. It's a balancing act, but McClure is once again finding a way.



Tabitha Peace

Fulfilling A Lifelong Dream

Though many of the members of the LMU-DSOL inaugural class are first generation college students who have overcome many obstacles to take their seat, few have a longer road to class every day than Tabitha Peace. Also a first generation college student, Peace is pursuing a lifelong personal goal of higher education attainment, and she is doing it while raising five children and working full-time – in Wise County, Va. That means she drives nearly two hours one way to attend class each night.

Looking to set an example for their children, Peace and her husband have always instilled the value of education. Though she entered college immediately following her high school graduation, she has been, in some ways, a non-traditional student. Her son was born during her freshman year, and her daughter followed the summer before her junior year. Then, a few weeks after mailing law school applications at the end of her senior year, she found out she was expecting again. With a growing family, not working was not an option.

Though law school was on hold, Peace never stopped learning. She completed a legal assistant degree and looked for unique training and experiences to build and diversify her knowledge base. She earned an MBA degree and continued to make

advances in her career. Recently, she supported her husband while he completed a master's degree from Penn State in community and economic development.

“When I read about the new law program at LMU, I was excited because I knew the educational quality and reputation of the school,” Peace said. “Also, attending a program such as this would allow my children and me to remain at home in Wise County, Va., a place we love dearly.”

For Peace it couldn't be clearer that now is her time to fulfill a career goal that has been with her since she was a young girl. She can recall knowing as far back as fifth grade that she someday wanted to attend law school. Even back then, it was about helping disadvantaged people with little or no means of helping themselves.

“When I read about the new law program at LMU, I was excited because I knew the educational quality and reputation of the school.”

Part-Time Curriculum

Year 1

Fall Semester		Spring Semester	
Course Name	Hours	Course Name	Hours
Civil Procedure I	3	Civil Procedure II	3
Torts I	3	Torts II	3
Lawyering Skills I	3	Lawyering Skills II	3
Total Hours	9	Total Hours	9

Year 2

Fall Semester		Spring Semester	
Course Name	Hours	Course Name	Hours
Contracts I	3	Contracts II	3
Property I	3	Property II	3
Criminal Law	3	Criminal Procedure	3
Lawyering Skills III	3	Lawyering Skills IV	3
Total Hours	12	Total Hours	12

Year 3

Fall Semester		Spring Semester	
Course Name	Hours	Course Name	Hours
Evidence	3	Wills, Trusts & Estates	3
Required Course	3	Seminar (Upper-Level Writing)	3
Required Course	3	Required or Elective	3
Required or Elective	3	Required or Elective	3
Total Hours	12	Total Hours	12

Year 4

Fall Semester		Spring Semester	
Course Name	Hours	Course Name	Hours
Required or Elective	3	Required or Elective	3
Required or Elective	3	Required or Elective	3
Required or Elective	3	Required or Elective	3
Required or Elective	2	Required or Elective	2
Total Hours	11	Total Hours	11

Additional Required Courses for Part-Time Program

Course Name	Hours	Course Name	Hours
Business Organizations	3	Conflict of Laws	3
Constitutional Law	3	Remedies	3
Commercial Transactions	3	Professional Responsibility	3
Domestic Relations	3	Secured Transactions	3

Full-Time Curriculum

Year 1

Fall Semester		Spring Semester	
Course Name	Hours	Course Name	Hours
Civil Procedure I	3	Civil Procedure II	3
Contracts I	3	Contracts II	3
Property I	3	Property II	3
Torts I	3	Torts II	3
Lawyering Skills I	3	Lawyering Skills II	3
Total Hours	15	Total Hours	15

Year 2

Fall Semester		Spring Semester	
Course Name	Hours	Course Name	Hours
Criminal Law	3	Criminal Procedure	3
Evidence	3	Wills, Trusts & Estates	3
Lawyering Skills III	3	Seminar (Upper-Level Writing)	3
Required or Elective	3	Lawyering Skills IV	3
Required or Elective	3	Required or Elective	3
Total Hours	15	Total Hours	15

Year 3

Fall Semester		Spring Semester	
Course Name	Hours	Course Name	Hours
Required or Elective	3	Required or Elective	3
Required or Elective	3	Required or Elective	3
Required or Elective	3	Required or Elective	3
Required or Elective	3	Required or Elective	3
Required or Elective	2	Required or Elective	2
Total Hours	14	Total Hours	14

Additional Required Courses for Full-Time Program

Course Name	Hours	Course Name	Hours
Business Organizations	3	Constitutional Law	3
Commercial Transactions	3	Domestic Relations	3
Conflict of Laws	3	Remedies	3
Professional Responsibility	3	Secured Transactions	3

Course Listings

Course Number	Title	Hours	Prerequisite
First-Year Required Courses			
Law 1011	Civil Procedure I	3	
Law 1012	Civil Procedure II	3	Civil Procedure I
Law 1021	Contracts I	3	
Law 1022	Contracts II	3	Contracts I
Law 1031	Property I	3	
Law 1032	Property II	3	Property I
Law 1041	Torts I	3	
Law 1042	Torts II	3	Torts I
Law 1051	Lawyering Skills I	3	
Law 1052	Lawyering Skills II	3	Lawyering Skills I
Upper-Level Required Courses			
Law 2011	Business Organizations	3	Contracts I and II
Law 2021	Commercial Transactions	3	Contracts I and II
Law 2031	Conflict of Laws	3	Civil Procedure I and II
Law 2041	Constitutional Law	3	
Law 2061	Criminal Law	3	
Law 2062	Criminal Procedure	3	Criminal Law
Law 2071	Domestic Relations	3	
Law 2081	Evidence	3	
Law 2051	Lawyering Skills III	3	Lawyering Skills II
Law 2052	Lawyering Skills IV	3	Lawyering Skills III
Law 2101	Professional Responsibility	3	
Law 2111	Remedies	3	Contracts I, Contracts II, Torts I, and Torts II
Law 2121	Secured Transactions	3	
Law 2131	Wills, Trusts & Estates	3	

Course Listings-Electives

Course Number	Title	Hours	Prerequisite
	Electives* ♦		
	<i>* = indicates satisfies upper-level writing requirement</i>		
Law 3011	Administrative Law	3	
Law 3021	Advanced Criminal Procedure	3	Criminal Procedure; Con Law
Law 4011	Advanced Estate Planning*	3	Estate Planning; Estate & Gift Tax
Law 3031	Advanced Evidence	3	Evidence
Law 3041	Advanced Federal Income Taxation	3	Federal Income Taxation
Law 3051	Alternative Dispute Resolution	3	
Law 4021	Appellate Advocacy*	3	Lawyering Skills II
Law 3061	Bankruptcy	3	Secured Transactions
Law 3071	Comparative Constitutional Law	3	Constitutional Law
Law 3081	Directed Study	1-3	
Law 4031	Drafting Transitional Documents*	2	Commercial Transactions
Law 3091	Education Law	2	
Law 3101	Employment Law	3	
Law 3111	Entertainment Law	3	
Law 3121	Environmental Law	3	
Law 3131	Estate Planning	3	Wills, Trust & Estates
Law 3141	Estate and Gift Taxation	3	Estate Planning
Law 3151	European Union Law	3	
Law 3161	Externship I	2-3	
Law 3171	Externship II	2-3	Externship I
Law 3181	Federal Courts	3	Civil Procedure I and II
Law 3191	Federal Income Taxation	3	
Law 4041	First Amendment Seminar*	3	Constitutional Law
Law 3201	Healthcare Law	3	
Law 3211	Immigration Law	3	

Electives Continued

Course Number	Title	Hours	Prerequisite
	Electives Continued		
Law 4051	Independent Study*	1-2	
Law 3221	Insurance Law	3	
Law 3231	Intellectual Property	3	
Law 3241	International Business Transactions	3	Contracts I and Contracts II
Law 3251	Interviewing, Negotiation & Counseling	3	
Law 3261	Jurisprudence	3	
Law 3271	Juvenile Law	3	
Law 3281	Land Use Planning	3	
Law 4061	Law Review I*	1	
Law 4071	Law Review II*	1	Law Review I
Law 4081	Law Review III	1	Law Review II
Law 4091	Law Review IV	1	Law Review III
Law 3291	Mock Trial Team	1-2	
Law 3301	Moot Court Board	1-2	
Law 3311	Patent Law	3	
Law 4101	Pleadings and Practice*	3	Lawyering Skills I and II
Law 3321	Products Liability	3	Torts I and Torts II
Law 4111	Real Estate Transactions*	3	Property I and Property II
Law 3331	Securities Regulation	3	Business Organizations
Law 3341	Special Topic	1-3	
Law 3351	Sports Law	2	
Law 4121	Technology and the Law*	2	
Law 3361	Trial Advocacy	3	Evidence

◆Note re: Electives

Elective offerings are anticipated. Electives offered will vary based upon student interest and the skills and experience of faculty members. ABA guidelines prohibit listing courses in the school's catalog that are not currently offered and which have not been offered in the previous two years. As of now, because we are a new school, none of these electives are currently offered.

◆Note re: Law Review, Team, and Boards

A cumulative grade point average of 2.5 is required for participation, selection and continuation on Law Review or any Team or Board. Students may not serve on more than one of these activities. Credit, if given, is in the form of pass/fail. The faculty advisor for the respective activity approves the award of credit.

Financial Information for the 2010-2011 academic year

Tuition and Fees

Tuition is anticipated to be \$945 per credit hour in the part-time, evening program and \$27,300 per year for the full-time, day program for the 2010-2011 academic year. Estimated Annual Fees include a Technology Fee of \$500, a Library Fee of \$100 and a Student Bar Association Fee of \$30. Books and Supplies are estimated to be \$150 per course for books and \$100 for supplies. These figures are a projected estimate of costs, may be adjusted and will not become official until approved by the LMU Board of Trustees in late spring/early summer 2010.

The Law School is contemplating the possibility of a book fee (in lieu of students purchasing their own books). If this book fee is not implemented, students will need to purchase their own books.

Financial Aid

In this age of spiraling tuition costs at institutions across the nation, the Duncan School of Law at Lincoln Memorial University works diligently

to keep costs affordable for its students. Also, Knoxville is an affordable place in which to live and study law. Despite these advantages, paying for a legal education is a daunting challenge for most individuals.

We realize that each individual student has his or her own unique financial situation. With this in mind, the financial aid program at Lincoln Memorial University works with federal and state governments and lending agencies to make a legal education affordable irrespective of an applicant's financial resources.

Admissions decisions are "need blind" and independent of financial aid decisions. Applicants seeking financial aid are encouraged to complete the Free Application for Federal Student Aid (FAFSA) form prior to the posted deadlines. Additional information about financial aid programs can be found at:

<http://www.lmunet.edu/law/financialaid>



Admission Information

Greetings from the Office of Admissions!

The Lincoln Memorial University-Duncan School of Law seeks to attract and retain a very talented, inquisitive, energetic and passionate cohort of students from all walks of life. Thus, the Office of Admissions, the Admissions Committee and the faculty and staff will actively seek out prospective students from varied backgrounds; socioeconomic and family educational attainment levels; and various perspectives, life experiences and world-views.

We offer two programs of study: a traditional full-time, three-year legal program of courses completed during the day (Monday-Friday) and a part-time, four-year program completed four nights per week (Monday, Tuesday, Wednesday and Thursday) between 6:15 p.m. and 9:30 p.m. Both programs are 88 credit hours in length.

Admission to the Duncan School of Law is competitive. For our inaugural class which matriculated in Fall 2009, nearly 250 applicants sought admission into the 80 spaces in the class.

Prerequisite Admission Requirements

To be considered for admission to the Lincoln Memorial University-Duncan School of Law, an applicant must hold the baccalaureate degree prior to matriculation. The baccalaureate degree must be earned from an accredited college or university. All offers of admission are contingent upon conferral of the baccalaureate degree prior to matriculation.

While no particular major program of study is required, applicants would be well served to pursue an undergraduate major that emphasizes certain skill sets. The American Bar Association recommends a curriculum that emphasizes “analytic and problem-solving skills, critical reading abilities, writing skills, oral communication and listening abilities, general research skills, task organization and management skills, and the values of serving faithfully the interests of others while also promoting justice.” (Taken from the Statement of Skills and Values contained in the 1992 Report of the American Bar Association Task Force on Law Schools and the Profession, Legal Education and Professional Development—An Educational Continuum) There are no prerequisite course requirements.

How to Apply for Admission

Each applicant must complete the Application for Admission which is located on the Law School’s web page at <http://www.lmunet.edu/law>. The application should be printed and mailed to the Office of Admissions. The mailing address of the Lincoln Memorial University-Duncan School of Law is 601 W. Summit Hill Drive, Knoxville, Tennessee 37902.

An applicant must take the Law School Admission Test (LSAT) and have the resulting score reported to the Lincoln Memorial University-Duncan School of Law. The LSAT is offered four times each year (September, December, February and June) at various testing centers throughout the country. Registration and other pertinent information can be found on the Law School Admission Council’s (LSAC) website at www.LSAC.org. Also, we will only accept LSAT scores that are less than three years old. We will not accept scores beyond the February 2007 test administration.

All applicants must register with the Credential Assembly Service (LSDAS). Registration and other pertinent information can be found on the Law School Admission Council’s (LSAC) website at www.LSAC.org. Our four-digit LSAC code is 1977. Prospective students will be able to use this code to have LSAT scores and LSDAS information sent directly to us from LSAC.



Admission Continued

Contact the Registrar's Office at all colleges that you have attended and request to have sealed, original transcripts of your academic record sent to the LSDAS. (If an applicant is subsequently offered admission and accepts the offer of admission, then another official transcript from all colleges attended will need to be sent to the Duncan School of Law as well.)

Additionally, each applicant must submit two letters of reference. These items should be submitted to LSDAS. They can also be mailed directly to the Duncan School of Law. The Admissions Committee prefers letters of recommendation from professors under whom you have studied and who are familiar with your academic ability, work ethic and potential for success in law school. If you are a working professional and it has been five years or more since you graduated from college, then letters from employers, colleagues and others familiar with your character are acceptable.

You are encouraged to create a work résumé or curriculum vita and submit it along with your application for admission. Although not a requirement for admission, these items provide greater detail about your work history and scholarship.

Prepare a personal statement detailing why you want to be a lawyer, why you are interested in attending the Lincoln Memorial University-Duncan School of Law and any experience that you may have in the legal profession. You may also wish to describe any particular areas of the law which interest you. Please address what you hope to contribute to the legal profession and to the needs of the people of the southern Appalachian region. Additionally, describe your personal and cultural background, any obstacles that you have overcome and any extenuating circumstances that may have had an impact on your academic performance. Please state anything that you feel is not adequately covered in the information that you provided in the previous sections of this application.

The priority application deadline for enrollment in the Class of 2013 (full-time program) or Class of 2014 (part-time program) is January 31, 2010. The application processing fee is waived if the application is completed in its entirety and post-marked by this date.

The application deadline is July 1, 2010. Applications postmarked between February 1, 2010, and July 1, 2010, must be accompanied by an application processing fee. Please attach a non-refundable application processing fee in the amount of fifty-dollars \$50 (USD by personal check, money order or cashier's check) and made payable to Lincoln Memorial University

We will, however, continue to accept applications beyond the July 1, 2010, application deadline. Because the Duncan School of Law operates on a rolling admission program, the likelihood of garnering an offer of admission beyond the deadline decreases as the class begins to fill.

How We Review Applications

We believe that prospective students who have an interest in becoming lawyers are mature individuals that are inquisitive, highly motivated, compassionate and eager to serve humanity. With this in mind, we believe the application process is a meeting amongst professionals with the ultimate goal being mutual acceptance for mutual advantage. That is, we seek to learn about one another to determine if our goals are similar. Lincoln Memorial University-Duncan School of Law seeks to attract and retain students whose goals are consistent with the mission of the institution.



Admission Continued

Law students have committed themselves to one of the most demanding of professions. The decision to pursue such a profession is not, nor should it be, quick and easy. The decision-making process should be a long maturation process by which an applicant becomes educated about the legal profession, professional school training and — most importantly — oneself. The application process will help the applicant and the Duncan School of Law to understand if a particular applicant has the requisite academic preparation, temperament and desire to become an attorney.

Following receipt of the application for admission with supportive documents and Law School Admission Test (LSAT) scores, the Admissions Committee will review the application file. The Admissions Committee is composed of members of the faculty. The Admissions Committee will determine whether to extend an offer of admission. Applicants will be notified in writing of the decision of the Committee. Applicants who are offered admission will be notified of the deadline for accepting the offer of admission and other pertinent information.

Ordinarily, the Admissions Committee does not conduct interviews with prospective students as part of the application process. However, there may be situations where it would be advantageous for both the Admissions Committee and the applicant to meet face-to-face to further discuss the prospective student's application file. This may provide some insight into the application for admission that may not be readily available on the paper (text-only) application. If you believe there may be some additional insight into your background that may be gleaned from meeting face-to-face, then please contact the Director of Admissions to discuss.

The Admissions Committee will select students for admission based on a variety of factors. When reviewing application files, the Committee will consider the applicant's overall grade-point average (GPA); grades in individual courses; undergraduate curriculum; exposure to the legal profession; participation in volunteer experiences; background; LSAT scores; and any other pertinent information. The preceding factors are not and should not be considered exhaustive. Its decision will be based on a complete review of the application file.

No one piece of evidence presented by an applicant will, in and of itself, determine whether the Admissions Committee will extend an offer of admission. The decision to extend an offer of admission will be based on the totality of the evidence presented by the applicant to the Committee. Some factors will carry more weight than others. For example, the overall GPA* — based on a careful examination of the undergraduate transcript (and post-baccalaureate, graduate and professional, if any) — and the LSAT score(s), will carry the most weight in the decision-making process. Other factors, such as individual grades in all courses attempted, experience in the legal field, letters of recommendation, the applicant's overall "fit" with the mission of the Duncan School of Law, changes in academic performance over time due to age and maturity, major accomplishments, etc., will also be considered.

The number of applications for the class will exceed the number of seats in the class. The level of competition for seats in each class will be determined by the number of applications received during the application cycle and the academic competitiveness of the applicant pool. The admissions process is fluid and changes from year-to-year. No college knows with

certainty how many applications for admission it will receive in a given year, and we are no different. Thus, it is impossible for us to give exact figures for GPAs, LSAT scores and other factors considered which would make one competitive for admission.

Applicants who have demonstrated — through a rigorous undergraduate program of study, competitive LSAT scores, experience related to the legal profession, community service, high ethical standards and career aspirations that match the mission of the Duncan School of Law at Lincoln Memorial University — that they possess those qualities and characteristics that will enable them to achieve success in law school and the legal profession may be selected for admission. Applicants who do not appear to meet these standards will not be selected for admission. The focus of this decision-making process will be academic strength, evidence of moral character and future success on the state bar examination.

If you have any questions, please feel free to contact Paul Carney, Director of Admissions, at 865-524-5286 or paul.carney@lmunet.edu

*as calculated by the Law School Credential Assembly Service

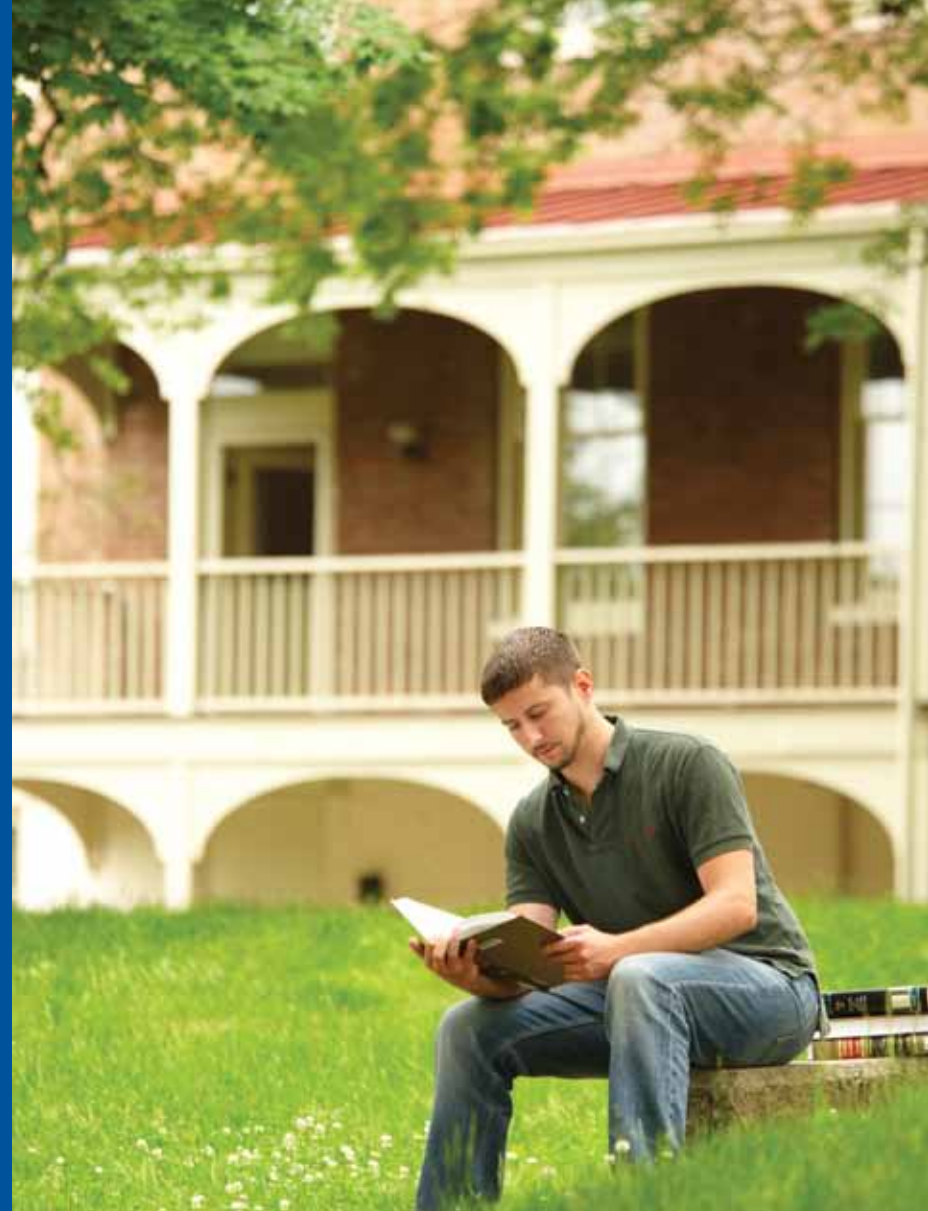
Statement on Discrimination

Lincoln Memorial University admits students of any race, sex, handicap, religion, nationality and ethnic origin to all rights, privileges, programs and activities generally accorded or made available to its students. It does not discriminate on the basis of race, sex, sexual orientation, handicap, religion, national or ethnic origin in administration of its educational policies, admission policies, scholarship and loan programs, or athletic and other college-administered programs.

Graduating prepared lawyers

Through teaching, research and service, LMU-DSOL will prepare graduates who are committed to the premise that the cornerstone of meaningful existence is service to humanity. LMU-DSOL graduates will understand their professional responsibilities as representatives of clients, officers of the courts and public citizens responsible for the quality and availability of justice under the law. LMU-DSOL will instill an understanding of the fundamental principles of public and private law; an understanding of the nature, basis and role of the law and its institutions; and the skills of legal analysis and writing, issue recognition, reasoning, problem solving, organization and oral and written communication necessary to participate effectively in the legal profession.

LMU-DSOL supports student achievement and provides an educational program that prepares graduates for admission to the bar and for effective and responsible participation in the legal profession. In accordance with the mission of Lincoln Memorial University, LMU-DSOL enhances access to quality legal counsel for the underserved rural communities of Appalachia.



Just as LMU-DSOL has high expectations for its graduates, the faculty and administration intends the School to be a premier teaching institution which will provide a solid foundation of legal education. LMU-DSOL will actively pursue efforts and resources that will improve the methods by which professors teach their students. Harnessing technology in new and cutting-edge manners, LMU-DSOL intends to change the way law is taught for generations to come. Although scholarship, skills training and a balanced, broad-based legal education are paramount to the program, LMU-DSOL is focused on being an excellent teaching institution with talented, well-trained and compassionate faculty who are fulfilled through their profession.

Contact

Paul Carney, Director of Admissions

865.524.5286

paul.carney@lmunet.edu

Michelle Baird, Coordinator of Financial Aid

865.524.5288, ext. 6837

michelle.baird@lmunet.edu

Lincoln Memorial University

Duncan School of Law

601 W. Summit Hill Drive

Knoxville, Tennessee 37902

Lincoln Memorial University is accredited by the Commission on Colleges of the Southern Association of Colleges and Schools (SACS-COC, 1866 Southern Lane, Decatur, Georgia 30033-4097; Phone 404.679.4501) to award associate, baccalaureate, master's, educational specialist and doctoral degrees. SACS-COC granted a request from LMU to make a Substantive Change in its accreditation status with SACS-COC to include the Doctor of Jurisprudence degree.

The Duncan School of Law received Tennessee Board of Law Examiners approval in February 2009. The approval will permit all eligible graduates of the program to sit for the Tennessee Bar Exam. The determination of qualifications and fitness to sit for the Tennessee Bar Examination is made by the Tennessee Board of Law Examiners.

The Dean is fully informed as to the Standards and Rules of Procedure for the Approval of Law Schools by the American Bar Association. The administration and the dean are determined to devote all necessary resources and in other respects to take all necessary steps to present a program of legal education that will qualify for approval by the American Bar Association. The Law School makes no representation to any applicant that it will be approved by the American Bar Association prior to the graduation of any matriculating student.

Fall 2009 Applicant Pool Snapshot

243 - applications for admission

125 - offers of admission (51.4% of the applicant pool)

81 - applicants who accepted the offer of admission (65.9% of those offered admission)

44 - applicants who declined the offer of admission (35.2% of those offered admission)

Inaugural Class of 2013

81 –	Students (36 females/45 males 43%/57%)	3.05*– Median GPA
2–	Hispanics of any race (3%)	3.50 – 75th percentile GPA
5 –	Black or African American (6%)	2.80 – 25th percentile GPA
70 –	White (86%)	149 – Median LSAT
4 –	Race/Ethnicity Unknown (5%)	152 – 75th percentile LSAT
31 –	Average age	146 – 25th percentile LSAT

*as calculated by the Law School Credential Assembly Service

Occupations Represented in the Class

Paralegal	Human Resources Administration
Clerk	Real Estate Broker
Court Reporter	Retired Casino/Resort Industry Personnel
Law Enforcement Officer	Chief Executive Officer
Teacher	Banking
Professor	Finance
Education Administration	Stay-at-home mom
Student/Recent Graduate	Engineer
Governmental Administrator	Social Worker
Sales	Book Buyer/Seller
Customer Service	Interior Designer
Business Manager	Administrative Assistant
Private Investigator	Magician/Entertainer
Food Service	
Vintner	
Physician/Healthcare	





DUNCAN SCHOOL OF LAW

LMU

601 W. Summit Hill Drive
Knoxville, Tennessee 37902

Duncan School of Law Financial Literacy Training Schedule

January 18 - Feb 1, 2010

Federal Tax and FAFSA Assistance

The LMU Duncan School of Law Financial Aid office will be open to assist existing law students with Federal Tax and FAFSA (Free Application for Federal Student Aid) filing questions and problems.

Monday, March 22, 2010 and Thursday March 25, 2010

(the same class will be offered on both nights to allow all interested students to attend)

A Challenge: Setting a Financial Budget

If students think Law School is tough, then they have not set a budget and tried to live within it. Students are invited to attend a class on fulfilling their Law Education dream by setting a realistic financial budget to live by. Living by a budget can help students avoid possible financial pitfalls and excess borrowing while going to school. Budget concepts, cash flow, financial planning and needs vs. wants will be discussed. Students will be given worksheets to complete a monthly budget then a diary to track their expenditures for one month.

Students will need to bring proof of monthly income (i.e. paystub or source of other income) and recurring monthly outgoing bills.

Thursday, October 28, 2010

Reading and Disputing your Credit Report

You are entitled to review your credit report once a year for free. You may dispute any record on your credit report that you feel is misreported or reported in error. This seminar will go over the correct procedures.

LINCOLN MEMORIAL UNIVERSITY
DUNCAN SCHOOL OF LAW

FACULTY ADVISOR HANDBOOK
2010-2011

REVISED 7/15/2010

Philosophy of Academic Advising

The primary purpose of academic advising is to initiate and actively sustain student involvement in the development and implementation of meaningful educational plans. Students need access to current and accurate information and need a faculty advisor with whom to discuss their future plans so they can make informed decisions.

Our goals for academic advising are to:

- Assist students in self-understanding and self-acceptance (value clarification, understanding abilities, interests and limitations).
- Assist students in developing an educational plan consistent with life goals and objectives (alternative courses of action, alternative career considerations and selection of courses).
- Assist student in developing decision-making skills.
- Provide accurate information about institutional policies, procedures, resources and programs.
- Make referrals to other institutional support services.
- Assist students in evaluation or re-evaluation of progress toward established career and educational goals.
- Assist students in consideration of life goals by relating interests, skills, abilities and values to the practice of law or other law related fields.
- Assist students with class scheduling.
- Guide students toward or away from extra-curricular activities (Moot Court, Law Review, etc.).
- Assist students in determining their progress toward graduation.

Principles of Advising

- Advising is a teaching process. The objective should be to provide direction, to assist students in developing realistic goals and to educate students to schedule themselves properly. The process involves helping the student make the successful transition from an undergraduate institution to the School of Law and from the School of Law to the profession.
- New student advising focuses on establishing a workable educational plan, providing advice on time management and study techniques and encouraging appropriate student conduct in accordance with the Code of Academic Integrity and the basic values necessary to be a successful attorney. Returning student advisement focuses more on evaluating the students' progress toward established educational objectives and reviewing course sequencing.

Faculty Advisor Duties

Faculty Advisors are assigned by the Administration to each student at the Duncan School of Law. While no exact formula exists for your advising duties, the following constitutes a “good practices” approach to assisting students in this capacity.

A Faculty Advisor should:

1. Make himself/herself available to advisees during ordinary office, electronic “office” hours and by appointment.
2. A Faculty Advisor should contact each of his/her advisees at least once, either by phone or email during the following Advisement Periods during each term in which the student is enrolled in classes:

Beginning of Term: Week One –Week Three

Middle of Term: Day after Mid-terms – three weeks after Mid-terms

3. A Faculty Advisor should meet with a new student advisee within the first four weeks after classes begin in the term in which the student was assigned for advisement.
4. A Faculty Advisor should meet with an advisee in the semester just prior to the student’s final year at the School of Law.
5. During each meeting with an advisee, a Faculty Advisor should attempt to create a personal relationship with the advisee, discerning the advisee’s personal career goals and assisting the advisees in scheduling coursework and making career choices to meet the advisee’s goals.
6. A Faculty Advisor should, at a minimum, be prepared to discuss any or all of the following with an advisee:
 - a. Career options;
 - b. Class Scheduling;
 - c. Extra-curricular activities (e.g. Moot Court, Law Review, etc.); and/or
 - d. Progress towards graduation.

It is not expected that Faculty Advisors will discuss student loan counseling or personal counseling with advisees. To the extent a student requests those services, please direct the advisee to the appropriate student services representative.

Faculty Advisors should remember that all information received from an advisee is considered confidential and subject to FERPA. For more information regarding the release of student information to ANYONE, please see the Student Catalog.

FINDING YOUR LIST OF ADVISEES

1. To find your advisee list, first go to the LMU Website at www.lmunet.edu. Once there, click on “Current Students and Faculty.”
2. Once on the “Current Students and Faculty” screen, click on “WebAdvisor.”
3. You will now need to login to WebAdvisor. Click on the “Login” tab in the top right-hand-side of the screen.
4. Login to WebAdvisor using your personalized username and password.
5. Once into WebAdvisor, click on the “Faculty and Staff” tab in the middle right-hand-side of the screen.
6. You are now looking at your personalized account information.
7. Click on “My Advisees” under the heading entitled “Faculty Information.”
8. Select an Academic Term from the pulldown menu.
9. You should now be looking at your advisee list.

New Student Checklist

- ___ Get acquainted; establish rapport, find out why the student wants to be an attorney.
- ___ Establish realistic expectations for their law school career (time commitment, sacrifice for family, etc.)
- ___ Establish realistic expectations for the practice of law (income, time commitment, sacrifice to family, etc.)
- ___ Show them the resources available on the LMU webpage: WebAdvisor, Student Handbook & Catalog, Academic Calendar, LMU Directory, DSoL Directory, etc.
- ___ Discuss nature of courses for the upcoming year with the student.
- ___ Review curriculum with the student.
- ___ Discuss the Code of Academic Integrity and its relationship to the Rules of Professional Conduct and ramifications for violations thereof.
- ___ Encourage student to go to their professor with problems first, then the Associate Dean, unless the issue involves abuse or harassment. In the event of the latter, issues may be taken directly to the Associate Dean.
- ___ Explain grading curve to the student.
- ___ Remind student that they cannot work during their first year (if full-time) and may only work up to 20 hours in any week in which they have more than 12 class hours.
- ___ Encourage student to be committed to all classes, especially Academic Success and Lawyering Skills as those courses are designed to support all curricular and professional endeavors.
- ___ Exchange contact information with the student.

**LINCOLN MEMORIAL UNIVERSITY
DUNCAN SCHOOL OF LAW**

GRADUATION CHECKLIST

- I have completed at least 88 credit hours, with no more than 29 credit hours from another law school.

- I have completed all required courses as defined by the Student Handbook in § XII.G.1 & XII.G.2.

- My cumulative GPA meets or exceeds a 2.0.

- I have successfully completed Lawyering Skills I, II, III & IV and an upper-level writing requirement.

- I have completed debt counseling (if I have undergraduate or law school loans).

- I have completed 30 hours of pro bono work after all required courses were completed.

- At least 10 hours of the pro bono work mentioned above involved the rendering of meaningful law-related service to persons of limited means or organizations that provide service thereto.

- I do not have an outstanding balance on any account with LMU or DSOL.

- I have ordered my Graduation Attire (assuming the student intends to attend commencement) and have paid my Graduation Fee.

- I began my legal studies more than twenty-four (24) months ago.

- I will complete my studies at the Duncan School of Law in less than eighty-four (84) months of the commencement of law study at Duncan School of Law or a law school from which the Duncan School of Law has accepted transfer credit.

Printed Name of Student

Date

Signature of Student

Computer Support Technician

**Reports to: Dir of Academic Support
And Telecommunications**

Department: Information Services

Classification: Full Time Staff

Division:

Date: August 15, 2006

Job Summary: The Computer Support Technician is responsible for maintaining, troubleshooting and repairing computer hardware, classroom technology, access control and any network related problems. Install new hardware, software upgrades and patches, network and phone cabling as required. Organizes Student Technical Assistants and works with other computer support staff as necessary to support technology.

Duties and Responsibilities: *promote the mission of Lincoln Memorial University to all faculty, staff, students and to the community at large; *promote effective working relationships among faculty, staff, and students; *participate on university committees; *installs new equipment and software and upgrades as needed; *maintains, troubleshoots, and repairs computer hardware and software to assist users; *troubleshoots network problems; *isolates problems; *performs repairs; *installs and terminates cables for network connectivity; *tests cables and other equipment as needed; *configures computers and peripheral hardware to established specifications; *makes adjustments to specifications as needed by users; *ensures appropriate phone connectivity is available as needed; *installs and configures network printers; *connects users to network; *completes or assists in the completion of required institutional and program accreditation reports and other reports necessary for the operation and advancement of the University; and *performs other duties as assigned.

Knowledge, Skills, and Abilities: *knowledge of college policies and procedures affecting assigned work; *knowledge of current information technology; *knowledge of troubleshooting techniques and methods, related to equipment; *knowledge of computer hardware and software; *maintaining and troubleshooting computer hardware and software skills; *skill in assisting users with problem determination and resolution; *establishing and maintaining effective working relationships with other department staff, faculty, students and the public; and *skills in presenting ideas and concepts orally and in writing.

Qualifications: Required: *associate degree in computer science or related field; *two years repair and networking experience; or *any equivalent combination of education and/or experience from which comparable knowledge, skills, and abilities have been derived.

June 3, 2009

Fall 2009

Schedule of Tuesday/Thursday Classes

Date	Topics Covered
August 18, 2009	<p>AspenLaw StudyDesk live Webinar with John Chatelaine</p> <ul style="list-style-type: none">• Overview• Briefing Cases• Creating Outlines• Overview of the Torts and Civil Procedure <i>Examples & Explanations</i> ebooks• Adding notes to the ebooks• Flashcards• Online tutorials <p>How to Brief Cases</p> <ul style="list-style-type: none">• Three sample briefs to use as a format guideline <p><u>Marbury v. Madison</u> video</p>
August 25, 2009	<p>Bluebook Overview</p> <ul style="list-style-type: none">• Rule 10: Citing Case Law• Table 1, 6, 7 and 10• Parts of a citation• Case names in legal decisions• Abbreviating case names• Dates of decision• Citation examples from different courts• Pincites• Short cites <p>Interactive Citation Workstation</p> <ul style="list-style-type: none">• Bluebook exercises <p>Internet resources for the Bluebook</p>

Date

August 27, 2009

Topics Covered**Technology Questions**

- CALI

LexisNexis Overview

- Shepard's
- Using Focus to narrow search results

Westlaw Overview

- Adding Tabs – Rise of American Law
- KeySearch
- Westlaw Directory
- Tennessee cases
- Segment searching
- Digest topics

September 1, 2009

IRAC

- How to read a case
- Identify facts
- Procedural history
- Identifying the Issues
- Identifying the Rules
- Analysis of the Court
- Conclusion of the Court

Types of Rule Structures

- Conjunctive Rules (and)
- Disjunctive Rules (or)
- Factors Test
- Balancing Test
- Defeasible Rules
- Simply Declarative Rule

Date

September 3, 2009

Topics Covered**Boolean Logic**

- Universal characters
- Root expanders

LexisNexis searching with Boolean Logic**FastCase searching with Boolean Logic**

- Statutes

Westlaw

- Searching with Boolean Logic
- Case Law Synopsis and Digest Fields
- Headnotes
- Words and Phrases
- Date restrictions
- Statutes
- KeyCite Graphical Statutes

Role of the Law Librarian

- Teach you to be an efficient researcher

September 17, 2009

AspenLaw StudyDesk

- *Examples and Explanations* ebooks

Medisite

- Viewing previous classes off-site

Aquabrowser

- Federated searching of the Library catalog, law databases, and legal periodicals

Law Databases

- Overview of resources
- How to access individual databases the Law Library subscribes to

A-Z Database List

- Ezproxy access allows on-site and off-site access w/o passwords

Research Cycle

- Segment/Field Searching

Westlaw

- Online tutorials
- Certification
- West 1-800 24 hour Reference Attorneys Support

LexisNexis

- Online tutorials
- LexisNexis 1-800 24 hour support line

CaseMaker

Date

October 1, 2009

Topics Covered

TurningPoint

- Logging in to RW Poll
- Creating an account
- Attendance

Exam4

- Download Exam4 and Register
- In-class Practice Exam

October 7, 2009

Presentation by Leigh Hearn, Kaplan

- How to Outline: A workshop for new law students
- Commercial outlines
- Bar Review

November 10, 2009

Writing Exam Essays

- Read and identify facts
- Organize the issues
- Issue rules
- Battery example question and answer
- Apply facts to the issues
- Conclude
- Assault example
- Trespass to land n-class exercise
- Negligence in-class exercise

Fall 2010 Technology Orientation Agenda

1. Overview and Buildings Current Technology and Introduction of Future Projects
 - a. Explained capabilities of the study rooms
 - b. Overview of wireless coverage
 - c. Future plans: Courtroom, Additional Classrooms, and additional Study Rooms
2. Overview of Laptop: Specs and Features
 - a. Informed students of the specs of their laptops: Processor speed, Memory, Hard drive size, and ports.
 - b. Went over common troubleshooting techniques to restart wireless, and remedy the most common problems encountered with the laptops wireless connection
 - c. Explained Biometric Login Procedure (Fingerprint Scanner)
3. Explanation of Rules and Policies concerning Student Responsibilities pertaining to their Laptop
 - a. Explained Students Responsibilities for Data Back-up.
 - b. Brief Warranty Explanation
4. Guide each user through the Login Process and explain accounts
 - a. Provide each user with Login Credentials and assisted with Logins (password changes or resets).
 - b. Explain which services are available and which accounts are linked to specific applications
5. Inform Students of various applications and services Email, Mediasite, and Web Advisor.
 - a. Explain the various services offered by the university, and provided links in an email sent to all students
6. Explanation of Mediasite
 - a. Went over Mediasite and explained some of the capabilities and features of the system
7. Walk students through the creation of RWPoll accounts
 - a. Created a walkthrough which was provided in email and hard copy to the students, then assisted in the creation of their RWPoll accounts
8. Walkthrough sample TurningPoint questions on RWPoll to acquaint the student the program and test their accounts.
 - a. Created a Sample TurningPoint test and walked students through taking a TurningPoint exam on RWPoll.



Bridge Week Fall 2010

Meeting Time and Place: M – F, 6 – 9 p.m., Room 201
Course Credit Hours: Non-credit course

FACULTY CONTACT INFORMATION: Professor Heather Zuber; Office 313; (423) 869-6482; Heather.Zuber@lmunet.edu. Office hour sign-up sheets will be posted outside Professor Zuber's office. Professor Zuber is the Director of Lawyering Skills and Academic Success.

I. COURSE DESCRIPTION:

Bridge Week will introduce students to critical lawyering skills that are required during law school, including: reading statutes and cases; synthesizing rules; analyzing problems; and writing essay answers to problems using the IRAC format. There will also be a guest lecture by another DSoL faculty member and a panel of upperclassmen.

II. COURSE OBJECTIVES: Students will read and analyze statutes, read and brief cases, and synthesize rules of law from these sources. They will then use these rules to analyze problems both verbally and in writing. Students will practice applying these rules and analyzing problems on a larger scale by writing answers to essay exams using the IRAC format. These skills will be practiced through collaborative learning exercises, answering questions posed by Professor Zuber and the guest lecturer, and responding to Turning Point questions. Students will also participate in another DSoL's lecture and pose questions to upperclassmen regarding their law school experiences.

III. TEXTS/MATERIALS FOR THE COURSE: Charles R. Calleros, *Law School Exams: Preparing and Writing to Win* (2007); Student Packet

IV. COURSE REQUIREMENTS, ASSESSMENT (LEARNING OUTCOMES) AND EVALUATION METHODS:

A. COURSE REQUIREMENTS: Bridge Week is designed to prepare students for their first semester of law school by giving them a preview of the types of tasks and assignments that will be expected of them during law school. To experience all of the benefits of the course, each student is expected to comply with the below rules.

- 1. HANDOUTS, READING, EMAILS:** Students are responsible for all information contained in the Syllabus, class handouts, e-mails, and assigned reading. All reading must be completed by the date indicated in the Syllabus.

2. **ATTENDANCE REQUIREMENTS:** Students are required to attend 100% of each of the five class sessions. This strict attendance policy has been set pursuant to Section X.3 of the Student Handbook and Catalog to assure that students experience all of the benefits of the course. Absences during Bridge Week will only be excused under extraordinary circumstances and upon prior approval from the Associate Dean for Academics.

B. **LEARNING OUTCOMES:** Students will establish a framework for the critical lawyering skills required to succeed in law school and the practice of law. Mastery of these skills will be developed through courses beginning the first semester of law school and continuing through sitting for the bar examination.

C. **EVALUATION METHOD:** Students will receive written feedback from Professor Zuber or a designee on two group assignments. The first will be a case brief, the second will be a practice exam. They will also receive feedback from other students during collaborative learning activities.

V. **METHODS OF INSTRUCTION:** Bridge Week will include lecture, the Socratic Method, collaborative learning activities, and a question and answer session. Students will be expected to answer questions posed by Professor Zuber and the guest lecturer. Numerous handouts and visual aids will be used. Students will also answer Turning Point questions.

VI. **INFORMATION LITERACY/TECHNOLOGICAL RESOURCES:** Students will answer questions using Turning Point.

VII. **UNIVERSITY POLICIES:**

STUDENTS WITH DISABILITIES POLICY: Any student with a disability should bring documentation for the disability to the ADA Compliance Officer in the Office of Student Services [which is presently located on the third floor of the Student Center]. When the documentation has been reviewed, a form will be completed stating the reasonable accommodations to be granted to the student with a disability. **All students with disabilities (learning or physical) should contact the Office of the Vice President for Student Services and Enrollment Management at (423) 869-6393.**

DISCRIMINATION, SCHOLASTIC DISHONESTY, CHEATING, AND PLAGIARISM POLICIES can be found in the student handbook:
<http://www.lmunet.edu/campuslife/sthandbook/handbook.pdf>.

LMU'S INCLEMENT WEATHER POLICY can be found at the following link to LMU's website: <http://www.lmunet.edu/curstudents/weather.html>.

VIII. **MISSION STATEMENTS:**

LINCOLN MEMORIAL UNIVERSITY MISSION STATEMENT can be found at the following link to LMU's website: <http://www.lmunet.edu/about/mission.html>.

IX. COURSE OUTLINE/ASSIGNMENT/UNITS OF INSTRUCTION OR CLINIC SCHEDULE:

Date	Topics	Reading Assignments (complete prior to class)
Day 1, Monday, 8/9	Getting ready for law school. Class preparation and participation. Analyzing statutes. How to read and brief cases. Brief <i>Dupler v. Seubert</i> as class. Brief <i>Lopez v. Winchell's Donuts House</i> in pairs then discuss as class. Introduction to Turning Point.	Read: <i>Law School Exams: Preparing and Writing to Win</i> Chapters 1 - 4. Read the following torts cases from the student packet: <i>Dupler v. Seubert</i> and <i>Lopez v. Winchell's Donut House</i> .
Day 2, Tuesday, 8/10	Brief <i>McCann v. Wal-Mart Stores</i> in pairs then discuss as class. Synthesizing rules. Rule synthesis of <i>Dupler v. Seubert</i> , <i>Lopez v. Winchell's Donut House</i> , and <i>McCann v. Wal-Mart Stores, Inc.</i> False imprisonment review exercises.	Read: <i>Law School Exams: Preparing and Writing to Win</i> Chapter 5. Read the following torts case from the student packet: <i>McCann v. Wal-Mart Stores, Inc.</i>
Day 3, Wednesday, 8/11	Brief <i>Keeton v. Hustler</i> as class. Brief <i>Calder v. Jones</i> in groups then discuss as class. Turn in one exemplar <i>Calder</i> brief per group that will be critiqued and returned. Rule synthesis of <i>Keeton v. Hustler Magazine</i> and <i>Calder v. Jones</i> . Civil procedure review exercises.	Read the following civil procedure cases from the student packet: <i>Keeton v. Hustler Magazine</i> and <i>Calder v. Jones</i> .
Day 4, Thursday, 8/12	Guest lecture ¹ . Know your audience. Taking law school exams: getting primed for the task; techniques common to all essay questions; fact-based essay questions with uncertain answers. Exam writing workshop.	Read: <i>Law School Exams: Preparing and Writing to Win</i> Chapters 7-10
Day 5, Friday, 8/13	Student panel. Write practice exam on <i>Dupler v. Seubert</i> , <i>Lopez v. Winchell's Donut House</i> , and <i>McCann v. Wal-Mart Stores, Inc.</i> in pairs. Discuss exam as class. Write practice exam on <i>Keeton v. Hustler Magazine</i> and <i>Calder v. Jones</i> in groups. Turn in one exemplar <i>Keeton</i> and <i>Calder</i> exam answer per group that will be critiqued and returned. Course evaluation.	

¹ The guest lecture reading materials will be posted and/or handed out prior to the lecture.

X. IMPORTANT DATES IN THE ACADEMIC CALENDAR FALL 2010:

New Student Orientation: Saturday, August, 7, 2010

First Day of Fall Semester: Monday, August 16, 2010

XI. THE INSTRUCTOR RESERVES THE RIGHT TO REVISE, ALTER AND/OR AMEND THIS SYLLABUS, AS NECESSARY. STUDENTS WILL BE NOTIFIED IN WRITING AND/OR BY EMAIL OF ANY SUCH REVISIONS, ALTERATIONS AND/OR AMENDMENTS.

Adjunct Professor/Tutor

Reports to:	Associate Dean for Academics	Department: Law
Classification:	Part-time	Division: Law
Date:	December, 2010	

Job Summary: The Adjunct Professor/Tutor will coordinate all activities related to student tutoring, assist the Associate Dean for Academics with appropriate duties related to the student tutoring program, and serve as the liaison between faculty and students.

Duties and Responsibilities: *promote the mission of Lincoln Memorial University to all faculty, staff, students and to the community at large; *promote effective working relationships among faculty, staff and students; *assist the DSOL faculty and administration with identification and placement of eligible participants in the tutoring program; *assist the Associate Dean for Academic and Associate Dean for Assessment with assessing tutorial needs; *coordinate schedules and evaluate tutoring activities; *coordinate, plan, and conduct tutoring appointment; *assist director in coordinating, supervising, planning, implementing, and evaluating program services and activities; *maintain participant files; *counsel and advise participants about academic skills; *submit regular reports to Associate Dean for Academics; *assist director with proposals and reports; *complete required institutional, program accreditation and other reports necessary for the operation and advancement of Law School and the University; and *perform other duties as assigned.

Knowledge, Skills, and Abilities: *good communication skills (especially writing skills); *knowledge of ways to improve academic performance and study skills, and *experience as a tutor and/or teacher.

Qualifications: Required: *Advanced degree (Master's/Doctorate in a field related to English/Writing); *minimum of one-year tutoring/instructing or related experience; and *experience working with a diverse student population. Preferred: *Doctoral degree in English/Writing.

December, 2010

ASP Workshops
2010 – 2011

Wednesday, September 29, 2010
Kaplan Outlining Review and Midterm Exam Preparations Workshop
11:30 a.m. – 12:30 p.m. & 5 p.m. – 6 p.m.
Room 201

Saturday, November 6, 2010
Final Exam Preparations Workshop by Heather Zuber

Monday, November 8, 2010
Bar Exam Review and Exam Tips Workshop by BarBri
5 p.m. – 6 p.m.
Room 201

Friday, February 11, 2011
Mock Midterm Exam
6:15 p.m. – 7:45p.m.
Room 201

Saturday, April 2, 2011
Gearing Up for Finals: Practice exams, multiple choice, and brainstorming exam
strategies
9:30 a.m. – 11:30a.m.
Room 101

Friday, April 15, 2011
Mock Final Exam
6:15 p.m. – 7:45p.m.
Room 201

**LINCOLN MEMORIAL
SCHOOL OF LAW LIBRARY**

INFORMATION ASSETS POLICY

Approved by Faculty August 2010

INFORMATION ASSETS POLICY

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INFORMATION ASSETS POLICY

I. INTRODUCTION TO THE POLICY

A. Purpose of the Policy and Its Audience

This Information Assets Policy has been prepared as a source of information for the library staff, faculty, students, and other users of the Lincoln Memorial University (LMU) Duncan School of Law Library so they might better understand the process of acquisition, collection, and disposition of the information assets of the LMU Duncan School of Law Library.

B. Description of Institution and Clientele

The LMU Duncan School of Law Library is the law library of the LMU Duncan School of Law, which offers a part-time night, law program and a full time day program, leading to the Juris Doctor degree. The LMU Duncan School of Law Library provides access to legal information for the students and faculty of the LMU Duncan School of Law and Lincoln Memorial University students and faculty, and/or legal professionals in the Knoxville area. Notwithstanding its access to persons other than students or faculty of the LMU Duncan School of Law, the Library's first priority is acquiring access to the legal information needed for student course work. Its second priority is meeting faculty needs both for class preparation and research and scholarship. While the LMU Duncan School of Law Library is open to the bench and bar, no attempt is made to develop the Library's information assets according to the needs of those constituencies.

C. Mission Statement and Goals of the Information Access Program

The primary mission of the LMU Duncan School of Law Library is to provide access to the legal information necessary and useful to support the mission of the LMU Duncan School of Law. Access to legal information involves two components:

1. acquiring assets that provide comprehensive citation retrieval, and
2. acquiring assets that deliver the full text of the documents cited.

The Law Library supports the LMU Duncan School of Law's teaching, scholarship and research programs through direct, continuing and informed relationships with the faculty, and through programs that educate students about the use and cost of all formats of legal information.

II. POLICIES OF GENERAL APPLICABILITY

Underpinning the Information Assets Policy are several policies of general applicability, including policies on: selection, cooperative arrangements for obtaining items not in the collection, de-selection and weeding, cancellation, gifts, purchasing duplicate access to titles, language of material acquired, and general considerations. These general policies should be kept in mind when reading any of the individual sections of this Information Assets Policy.

A. Selection. Information assets include not only physically owned items, but also contracted or leased information services, in electronic or book format. Citation retrieval and document delivery of legal information no longer requires physical, on-site ownership of all legal materials. Site access to legal information at the LMU Duncan School of Law is provided by using a mix of electronic technology (primarily on-line), and print formats.

Acquisition decisions are made by the LMU Duncan School of Law Library's professional staff using the Detailed Analysis of Subject Collections, *infra* III. Information assets are selected from YBP's GOBI, William S. Hein's electronic green slips, new titles lists from electronic third party vendors (i.e. EBL, NetLibrary, MyILibrary, ABC-Clio, Springer), advertisements, catalogs, publisher's visits, and faculty recommendations. Each new faculty is introduced to the library and is given the opportunity to aid the library in collection development to support their curricular, research, and scholarly needs. Faculty members receive targeted Hein e-greenslips and CILP (Current Index to Legal Periodicals) emails, based on their subject interests and are encouraged to request information assets from the weekly electronic notifications that they receive. Librarians consult with faculty members about possible acquisitions in their subject areas.

In making decisions on acquiring assets for on-site ownership within the scope of these policies, the LMU Duncan School of Law Library professional staff will consider whether:

1. the format of the asset conforms to the general policies on preferred format (*infra* II.H);
2. acquisition of the asset will duplicate currently held assets;
3. access to the requested asset at other libraries in the area; and
4. the anticipated demand for the requested asset as compared to its availability through interlibrary loan.

B. Cooperative Arrangements. The implementation of this Information Assets Policy takes into account opportunities for cooperative interlibrary loan or interlibrary asset development activity at the local, regional and national levels. To provide access to

information assets not otherwise found in its collections, the LMU Duncan School of Law Library is a member of the Consortium of SouthEastern Law Libraries (COSELL) and participates in the national OCLC interlibrary loan system.

C. Cancellation. It is inevitable that over the course of time the LMU Duncan School of Law Library will need to consider canceling access to individual assets. Recommendations for cancellation will be made to the Associate Dean, who will make decisions for cancellation in consultation with the professional staff. Opinions may also be requested from the faculty on particular titles. The following principles will be followed:

1. Cancellation of the print version of titles available to students and faculty electronically; either freely available though the Internet or part of databases the law library or LMU Library subscribes to, such as, LEXISNEXIS, WESTLAW, HeinOnline, etc.. The library will link to the full-text via the 856 field, as long as this is consistent with the format guidelines, infra II.H.
2. Consider cancelling an item when upkeep costs become a financial burden to the institution. The cancellation decision will be made by the Associate Dean, in consultation with the Dean and faculty.
3. Consider cancelling an item that is not in substantial demand and is not of permanent value.
4. Obtaining digital copies of a title is preferred over obtaining the title in print, and reducing the number of copies of a title held in duplicate or in multiple copies over canceling single copies of titles. (An exception may be made for core materials which have regular heavy use.)
5. Consider cancellation of low demand titles which are available through interlibrary loan.

D. Gifts. Gifts will be accepted by the library, if deemed to add to the research value of the collection or if needed to replace worn volumes. Gifts will only be accepted from a donor who agrees to allow the LMU Duncan School of Law Library to handle gifts as the staff sees fit, including selling, recycling or discarding, if appropriate. Donated items will not be given a value by the library staff. Monetary gifts are welcomed.

E. Duplication. As a general rule, the LMU Duncan School of Law Library purchases a single copy of any material, although duplicate copies or multiple access to heavily and continuously used titles may be purchased. The LMU Duncan School of Law Library will purchase multiple access or duplicate copies to maintain an acceptable level of availability in the library.

The Library will obtain subscriptions of law reviews and journals in electronic formats. The Library will not acquire back issues of law reviews in print

- F. Retention.** The Library's policy to not collect print journals will be revisited as the law school curriculum develops to determine if there are print titles that are unavailable in electronic format or have a significant period of embargo that negatively impacts the teaching, research and scholarship of the faculty..
- G. Language.** The LMU Duncan School of Law Library purchases assets in the English language. No attempt will be made at the present time to develop a foreign or international law collection in any native language other than English.
- H. Format.** Information available for purchase or lease may be available in one or more of several formats: on-line, CD-ROM, book, audio, video, or software. For assets that provide citation, reference or bibliographic access, electronic formats, either on-line or CD-ROM, are preferred over print. For assets that primarily provide document text delivery, electronic access is the preferred format for materials that allow our primary patrons to easily view the full-text from wherever they may be located, and be able to easily copy the material. The library will look to electronic formats that meet these criteria as the preferred and most efficient format for the law library. The library will not acquire information in micro-format. With the numerous digitalization projects underway by vendors and open source initiatives, libraries have the opportunity to build a digital library collection of materials that other, older libraries have had to purchase in micro-format. The library will monitor the digital initiatives over the next few years to determine if there are any materials in micro-format that are necessary for the library to purchase.

Print books and other print materials will be purchase only if they are not available in electronic format. To maximize the LMU Duncan School of Law Library's purchasing power, the professional librarians may select paperback editions over hard-bound.

III. DETAILED ANALYSIS OF SUBJECT COLLECTIONS

A. Introduction

The major focus of the information available in the LMU Duncan School of Law Library is United States legal materials. The information asset development guidelines for are divided into several parts:

1. Core Collection;
2. Law Subject Collections (K);
3. General Reference Collection;

4. Tennessee Law Collection;
5. State Law Collections (other than Tennessee);
6. Foreign, Comparative, and International Law;
7. Federal Government Documents;
8. Tennessee Government Documents; and
9. Casebooks, Newspaper, and Newsletters.

B. Guidelines

1. **Core Collection.** The LMU Duncan School of Law Library Core Collection consists of the core materials identified in Interpretation 606-7 of Standard 606 of the American Bar Association (ABA) Standards for Approval of Law Schools. This portion of the collection includes fundamental primary law sources, secondary legal resources and appropriate finding tools for conducting legal research on United States (U.S.) law. The core materials are the most heavily used electronic publications in the LMU Duncan School of Law Library and are available to our students wherever they are, and whenever they require access.

Core materials will include:

- All reported federal court decisions and reported decisions of the highest appellate courts of each state;
- All federal codes and session laws, (in print, and on Westlaw and on LexisNexis);
- One annotated code for each state (State Universe, Westlaw and LexisNexis; Tennessee Code in print also)
- All current published treaties and international agreements of the United States (via HeinOnline, Westlaw and Lexis);
- All current published regulations of the federal government (in print and via HeinOnline, Westlaw, Lexis and ECFR);
- Selected executive and administrative agency decision, opinions, indexes and digests (HeinOnline, Westlaw and LexisNexis);
- U.S. Congressional materials appropriate to the curriculum (via Lexis Congressional, HeinOnline, Westlaw and LexisNexis);
- Corpus Juris Secundum (C.J.S.) (in print and Westlaw) and American Jurisprudence (Am. Jur.) (on Westlaw).
- Tennessee Digest (in print);
- LegalTrac, Wilson's Index to Legal Periodicals (ILP) (online);
- Restatements of the Law (print, Westlaw, LexisNexis, HeinOnline)
- Uniform Laws Annotated (U.L.A.) (via LexisNexis) and Model Acts

(via Westlaw and LexisNexis).

2. **Law Subject Collections (K).** Selection of titles for addition to the law subject or treatise collection of the LMU Duncan School of Law Library is guided by the mission statement of the school. Titles are purchased that support the scholarship and research needs of the students, faculty, and the curriculum.

The subject areas of the collection may be divided into two groups, and these groups determine the extent to which new titles will be added. The first group includes works purchased to support student and faculty research, and areas of emphasis on the curriculum (this area will develop over the next few years). The second group includes other basic works purchased to provide general coverage of an area.

Titles covering the following subjects fall into Group One, comprehensive coverage:

- **Tennessee Practice and Procedure, and**
- **Curriculum and research support (this section will be expanded as seminar courses and upper division courses are determined by the faculty).**

Titles covering the following subjects fall into **Group Two**, other basic works for general coverage:

Administrative law	Higher education law
Admiralty	Immigration
Antitrust	Insurance
Commodities law	Intellectual property
Conflict of laws	Legislation and statutory history
Constitutional law	Mergers, acquisitions, takeovers
Consumer law	Non-profit corporations
Contracts	Patent law
Copyright law	Products liability
Corporate finance	Property
Criminal law	Public utilities law
Criminal procedure	Remedies

Customs law	Retirement and benefit plans
Damages	Sales
Environmental Law	Secured transactions
Evidence	Securities regulation
Family law	Sports
Federal income taxation	State and local government
Financial institutions	Taxation
Franchising	Torts
Health care law	Trademarks, unfair competition and trade regulation

3. **General Reference Collection.** The LMU Duncan School of Law Library will collect general reference materials that will augment the rest of the collection. Reference materials will include:

- A. Encyclopedias;
- B. Fact books and compendia (e.g. World Almanac);
- C. Dictionaries (e.g. Oxford English Dictionary online, and Black's Law Dictionary via Westlaw and in print);
- D. Directories (e.g. Martindale-Hubbell Law Directory via LexisNexis);
- E. Thesauri;
- F. Idioms and Usage Guides;
- G.. Style manuals (e.g. Chicago Style Manual and the Texas Law Review Manual on Usage & Style (both available in print); and
- H. Bibliographies, (e.g. Specialized Legal Research and Legal Information Buyer's Guide (available in print)).

4. **Tennessee Law Collection.** The LMU Duncan School of Law Library will collect the core materials identified in the Core Collection Library Schedule, Annex II of the ABA Standards for Approval of Law Schools, State in Which The Law School Is Located.

These materials include:

- Complete Tennessee reports for cases not included in the South

- Western Reporter;
- All historical state reports of research value;
 - Tennessee session laws;
 - Tennessee Digest;
 - Tennessee Statutes and Codes;
 - Tennessee Administrative Code;
 - Tennessee Register;
 - Tennessee Attorney General Opinions;
 - Tennessee Digest (in print);
 - Selected executive and administrative agency decisions, opinions, indexes and digests;

With respect to secondary sources, the LMU Duncan School of Law Library provides access all major treatises on Tennessee law (in electronic or print formats) and substantive continuing legal education and seminar materials sponsored by the Tennessee Bar Association. The Law Library will selectively acquire such materials from programs sponsored by other law schools or local bar associations within the state of Tennessee and will accept donations of such materials. The Law Library will collect all Tennessee law school journals and reviews, state bar journals and newsletters, and such local bar publications as are deemed necessary to the overall Tennessee collection (in electronic and print format).

5. **State Law Collections (other than Tennessee).** The LMU Duncan School of Law Library will collect the core materials identified in the Core Collection Library Schedule, Annex II of the ABA Standards for Approval of Law Schools, National Materials (States). Such state law collections will include:
- a. **Pre-National Reporter System Reports.** LLMC-Digital has a digitalization project for these reports. The LMU Duncan School of Law is a member of LLMC-Digital and has access to these titles as they are digitalized.
 - b. **State Statutes.** The LMU Duncan School of Law Library provides access to all state codes electronically and the Tennessee Code Annotated in print.
 - c. **Secondary Sources.** The Law Library will work with the faculty to determine what treatises and local practice materials, if any, that should be collected.

6. **Foreign, Comparative and International Law.** The LMU Duncan School of Law Library does not collect foreign law, but it does collect basic treatises in international and comparative law that give an overview of the particular subject matter. This would include general treatises on structure of the legal systems in common law countries, such as Canada and Great Britain, workings of the European Community, international courts, and NAFTA.
7. **Federal Government Documents.** Lincoln Memorial School of Law Library will collect government publications related to the curricular and research needs of the LMU Duncan School of Law through the purchase of such materials from the government and commercial publishing houses. The library will not be a depository but will use CIS Congressional Digital Collection to build a collection of materials available via the Internet.
8. **Tennessee Government Documents.** LMU Duncan School of Law Library will collect government publications related to the curricular and research needs of the LMU Duncan School of Law through the purchase of such materials from the government and commercial publishing houses.
9. **Casebooks, Newspapers, Newsletters.** The LMU Duncan School of Law Library does not purchase casebooks unless they are used in a course. Such casebooks will be put on Course Reserve, if requested by the Professor teaching the course. The library will purchase some newspapers and general periodicals but not retain past issues. The Law Library will not purchase newsletters with little lasting research value.

Lincoln Memorial University
Duncan School of Law
FY 2010-2011 Budget

	<u>Administrative</u>	<u>Library</u>	<u>Total Law School</u>
Revenues			
Tuition	\$ 5,247,480	\$ -	\$ 5,247,480
Fees	133,000	-	133,000
Total Revenues	5,380,480	-	5,380,480
Salaries			
Professor	703,300	-	703,300
Adjunct	98,000	-	98,000
Executive/Managerial	286,500	184,500	471,000
Specialist/Support	289,700	214,750	504,450
Office/Clerical	244,400	-	244,400
Legal Writers	<u>144,313</u>	<u>-</u>	<u>144,313</u>
Total Salaries	1,766,213	399,250	2,165,463
Fringe	<u>458,164</u>	<u>111,790</u>	<u>569,954</u>
Total Compensation	2,224,377	511,040	2,735,417
Operating Expenses			
Postage	3,500	500	4,000
Telephone Charges	2,000	500	2,500
Memberships	10,000	10,000	20,000
Periodicals	-	20,000	20,000
Periodicals - Electronic	-	200,000	200,000
Books	-	40,000	40,000
Books - Standing Orders	-	70,000	70,000
Books - Electronic	-	180,000	180,000
Duplication	15,000	-	15,000
Travel	29,500	10,000	39,500
Recruiting	96,200	-	96,200
Faculty Searches	23,950	-	23,950
Faculty Moving	45,000	-	45,000
Faculty Development	6,849	-	6,849
Accreditation	46,250	-	46,250
Staff Development	-	4,500	4,500
Insurance	10,609	-	10,609
Service Costs	101,533	86,000	187,533
Utilities	101,846	-	101,846
Supplies	15,000	2,000	17,000
Career Services	17,000	-	17,000
Acquisitions	-	109,500	109,500
Audio Visual Supplies	-	4,000	4,000
Student Activities	23,328	-	23,328
Student Programs/Journals	44,850	-	44,850
Dean's Discretionary Fund	15,000	-	15,000
Equipment < \$1K	-	8,000	8,000
Other	<u>10,000</u>	<u>-</u>	<u>10,000</u>
Total Operating Expenses	617,415	745,000	1,362,415
Total Expenses	2,841,792	1,256,040	4,097,832
Revenues In Excess of Expenses	\$ 2,538,688	\$ (1,256,040)	\$ 1,282,648

LICENSING

The Directors of LLMC believe that access to *LLMC-Digital* should be as free as it can be made to be given the necessity of preserving the service's core subscription base. Meeting those constraints requires only that subscribing libraries not pass on the service to other potential subscribers as described in the published Subscription Price Schedule. Excepting that requirement, the Directors have adopted the general rubric that each subscribing library should be able to serve its *traditional patron base*.

Most libraries will differ at least somewhat from all other libraries in the composition of their patron base—usually in ways that are best known locally. Therefore it seemed most efficient to the LLMC Directors that subscribing libraries be asked to submit a self-description of their traditional patron base along with their application for membership. These self-descriptions will be reviewed upon receipt at LLMC for compliance with the general constraints described above. Assuming compliance the application will be processed routinely and the subscription activated. Where questions arise, LLMC staff will contact the applying library to resolve any questions.

The self-descriptions requested need not be elaborate or lengthy. Most libraries will be able to handle the task in something under a hundred words. To highlight areas which may be overlooked, or to provide possibly useful boilerplate, several representative libraries have offered copies of the self-descriptions for their own institutions. These samples appear on the reverse of this page. Please contact LLMC if any questions remain.

APPLICANT'S SELF-DESCRIPTION

Name of Library Lincoln Memorial University Duncan School of Law

Description of traditional patron base

Our traditional patron base is our student body, our faculty,
our staff, other members of the faculty, staff and student body
of Lincoln Memorial University accessing LLMC-Digital from the
full range of University IP addresses including the proxy servers.

(attach extra sheet if needed, or shorten
self-description)

SAMPLE SELF DESCRIPTIONS

These samples are offered for possible exemplary use by your colleagues in the libraries listed. The fact that they already have been vetted by LLMC means that they also illustrate a wide range of permissible site uses.

Law Library of Louisiana

Our heaviest and most frequent users of LLMC-Digital will be the judges and staff of the Louisiana Supreme Court and the local circuit of the Court of Appeals, many of whom may use it by controlled remote access at their personal terminals. The service will also be available for use by the bar and general public on a walk-in basis. As with other library materials, interlibrary-loan service for individual items gleaned from the LLMC site will be available in the traditional manner in response to off-site requests.

Notre Dame University Law Library

The Notre Dame patron base consists of: faculty, staff, and students of the law school; faculty, staff and students of the University who are not members of the law school community; and any patron personally visiting the University libraries.

Orange County Law Library (CA)

By state statute, the patron base of a California county law library includes judges, state and county officials, attorneys and all residents of the county, all of whom are entitled to free access for the examination of books and other publications at the library or its branches.

University of Michigan Law Library

Our traditional patron base is our Law School student body, our Law School faculty, and other members of the faculty and student body on our campus. For these groups we provide access from off-campus via proxy servers which authenticate them. In addition, our traditional base includes walk-in patrons who may access LLMC-Digital on the pre-mises of the various University libraries.

University of Toronto

Our traditional patron base is our student body, our faculty, our staff, other members of the faculty, staff and student body of the University of Toronto, and walk in patrons who access LLMC-Digital on site at the various University libraries.

Wayne State University Law Library

Our traditional user base is all full-time and part-time students and faculty of the University accessing LLMC-Digital from the full range of University IP addresses including the proxy servers. Our walk-in community of users will have access from the pre-mises of the various University libraries.

Yale University Law Library

Our traditional patron base is our student body, our faculty, other members of the faculty and student body on our campus, and walk-in patrons who access LLMC-Digital on the premises of the various university libraries.

Institute of Advanced Legal Studies Library (UK)

The Institute of Advanced Legal Studies is a unit of the School of Advanced Study of the University of London. Our library would expect to be able to offer access to LLMC-Digital to our own staff and students at their desktops or via password-protected proxy server at their home. We would expect to serve the staff and students of other parts of the University on their sites, i.e. using their IP ranges, and to their faculty, staff and postgraduate students registered with IALS via our proxy. To non-University of London readers we would expect to offer walk-in service only.

COMMITMENT

The (name library) Lincoln Memorial University Duncan School of Law
recognizes that *LLMC-Digital* is a consortial undertaking which will be highly dependent upon mutual trust and cooperation among its members. In keeping with that sense of mutual trust, we pledge that we will use our best efforts to help maintain the service's core subscription base by restricting access obtained through us to those potential patrons who can fairly included in the attached self-description of our traditional patron base.

For the library:  date 10/26/10

ACCESS

The Digital Library Extension Service of the University of Michigan Library (DLXS), the LLMC partner which handles all on-line serving functions for LLMC-Digital, maintains for an IP-address-based system. It has been LLMC's experience to date that most potential subscribers prefer to handle local on-line access via an IP-address regime. However, for certain small subscribers password access proves better and is available.

LLMC headquarters in Kaneohe, Hawaii, is responsible for gathering the requisite information and for notifying DLXS of each subscribing library's eligibility, its IP ranges, and any subsequent changes. In order to assist us in fulfilling that function, please fill in the information requested below. Note that, ordinarily, the contact person(s) you list will be the only person from whom LLMC will accept notification of possible future IP range changes.

If you feel that your situation requires special handling, please feel free to give LLMC a call on its toll-free number (800-234-4446). Ask for Jerry Dupont or Debbie Bagwell. If located on the North American continent, n compensation for the time difference, you may want to initiate your call during the afternoon your time.

Library Lincoln Memorial University Duncan School of Law
IP ranges 64.84.16.215; 72.159.51.130; 12.204.194.192 - 12.204.194.254
Contact person(s) Ann Walsh Long
LMU Duncan School of Law
Addresses: Mail 601 W. Summit Hill Drive, Knoxville, TN 37902
Phone 423-869-6814 FAX 865-524-5290
E-Mail ann.long@lmunet.edu

LEGAL

The five pages comprising this document constitute the sole agreement between the parties.

LLMC represents to its subscribers that it has the right to convert and make available all materials to be provided through *LLMC-Digital*, either because some of the titles (the great bulk) are in the public domain, or because others (a small percentage) are copyrighted materials for the distribution of which LLMC has explicit permission on file. LLMC further represents that the materials supplied contain no matter that is knowingly libelous, injurious, or otherwise unlawful or that infringes on any literary or proprietary right, copyright, or right of privacy.

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LLMC's maximum liability under this agreement shall not exceed the purchase price of the services which give rise to any claim. The sole and exclusive remedy of subscribers for any cause of action arising under this agreement is a claim for damages which in no event shall exceed the price of the specific services to which the claim is related. Any action resulting from any breach of this agreement on the part of LLMC must be commenced within one year after the cause of action has accrued or shall be considered waived.

The parties recognize that they are entering into a voluntary association and that under normal circumstances the preferred remedy available to possibly aggrieved parties in such a relationship is simply to part company. In cases where a simple parting of the ways does not resolve differences between the parties, they mutually agree to submit the dispute to binding arbitration by a panel of three law librarians, with one being appointed by each of the parties and the third being selected by agreement between them.

Signed for

Signed for

Law Library Microform Consortium _____

Kathleen Richman, Exec. Dir. _____

MAILING

The completed membership application should be mailed to:
The Law Library Microform Consortium, Attn: *LLMC-Digital*
P.O. Box 1599, Kaneohe, HI 96744

Mr. Dupont will sign for LLMC after the completed applications are received and reviewed. The signed copies of this agreement will be maintained in each active subscribers file by LLMC.

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SUBSCRIPTION AND ACCESS AGREEMENT
AND TERMS & CONDITIONS**

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THIS SUBSCRIPTION AND ACCESS AGREEMENT (this "*Agreement*") entered into as of September 9, 2010 (the "*Effective Date*") by and between SAGE Publications, Inc., a Delaware corporation, through its division CQ Press, located at 2300 N Street, NW, Suite 800, Washington DC 20037 ("*Licensor*"); and Lincoln Memorial University Duncan School of Law, located at 601 West Summit Hill Drive, Knoxville TN 37902 ("*Licensee*") intending to be legally bound, for CQ Press to provide to Licensee, subject to this Agreement, access to the print and electronic materials described in the CQ Electronic Library purchase order attached.

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Availability of Licensed Materials. Within 30 days, Licensor shall make the Licensed Materials available to Licensee and Authorized Users.

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IX. Licensee Performance Obligations

Provision of Notice of License Terms to Authorized Users. Licensee shall make reasonable efforts to provide Authorized Users with appropriate notice of the terms and conditions under which access to the Licensed Materials is granted under this Agreement including, in particular, any limitations on access or use of the Licensed Materials as set forth in this Agreement.

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Confidentiality of User Data. Licensor and Licensee agree to maintain the confidentiality of any data relating to the usage of the Licensed Materials by Licensee and its Authorized Users. Such data may be used solely for purposes directly related to the Licensed Materials and may only be provided to third parties in aggregate form. Raw usage data, including but not limited to information relating to the identity of specific users and/or uses, shall not be provided to any third party.

Implementation of Developing Security Protocols. Licensee and Licensor shall cooperate in the implementation of security and control protocols and procedures as they are developed during the term of this Agreement.

XI. Term

The Term of this Agreement shall be one (1) year, commencing on the Effective Date. Sections 5-12 of this Agreement will survive any expiration, cancellation or termination of this Agreement.

XII. Early Termination

In the event that either party believes that the other materially has breached any obligations under this Agreement, or if Licensor believes that Licensee has exceeded the scope of the License, such party shall so notify the breaching party in writing. The breaching party shall have sixty (60) days from the receipt of notice to cure the alleged breach and to notify the non-breaching party in writing that cure has been effected. If the breach is not cured within the sixty (60) days, the non-breaching party shall have the right to terminate the Agreement without further notice.

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XV. Limitations on Warranties

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XVI. Indemnities

Each party shall indemnify and hold the other harmless for any losses, claims, damages, awards, penalties, or injuries incurred by any third party, including reasonable attorney's fees, which arise from any alleged breach of such indemnifying party's representations and warranties made under this Agreement, provided that the indemnifying party is promptly notified of any such claims. The indemnifying party shall have the sole right to defend such claims at its own expense. The other party shall provide, at the indemnifying party's expense, such assistance in investigating and defending such claims as the indemnifying party may reasonably request. This indemnity shall survive the termination of this Agreement.

XVII. Assignment and Transfer

Neither party may assign, directly or indirectly, all or part of its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

XVIII. Entire Agreement

This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

XIX. Amendment

No modification or claimed waiver of any provision of this Agreement shall be valid except by written amendment signed by authorized representatives of Licensor and Licensee.

XX. Severability

If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

XXI Waiver of Contractual Right

Waiver of any provision herein shall not be deemed a waiver of any other provision herein, nor shall waiver of any breach of this Agreement be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement.

XII. Notices

All notices given pursuant to this Agreement shall be in writing and may be hand delivered, or shall be deemed received within 10 days after mailing if sent by registered or certified mail, return receipt requested. If any notice is sent by facsimile, confirmation copies must be sent by mail or hand delivery to the specified address. Either party may from time to time change its Notice Address by written notice to the other party.

XIII. Governing Law

This paragraph is removed by mutual consent of the parties.

SIGNATURE PAGE

ACCEPTED AND AGREED:

CQ Press

LICENSEE

By:

[Signature]

By:

[Signature]

Name:

John A. Jenkins

Name:

B. James Dawson

Title:

President & Publisher

Title:

President

CONTRACT
CLEARED

INITIALS: AmV

DATE: 10/6/10

Exhibit 1

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Sociology & Anthropology (10004008)	_____	0%
*except Taylor & Francis titles in Business & Economics	_____	0%
Other Databases		
Community College	_____	0%
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Datamonitor Industry Reports™	_____	0%
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Public Library Complete	_____	0%
SME Source™	_____	0%
Corporate Engineering - All	_____	0%
Corporate Business - All	_____	0%
Corporate Business - Finance	_____	0%
Corporate Business - Sales & Marketing	_____	0%
Corporate Business - Business Administration	_____	0%
SAAS or Software		
SAAS (ASP Host)	_____	0%
Software	_____	0%
Other <u>FILL IN IF NEEDED</u>	_____	0%
**if applicable		
Subscription or Hosting Term: (month/day/year)	TOTAL ANNUAL FEES: \$9,162.00	
<u>9</u> / <u>30</u> / <u>2009</u> to <u>12</u> / <u>31</u> / <u>2010</u>	Calculate Subscription Fees:	
	\$9,162.00	X 12 = \$9,162.00
	Total Annual Fee	Subscription Term (months) Subscription Total
I am a duly authorized agent or representative of the institution. On its behalf, I have read, understood, and hereby agree to accept, without revision, the EBRARY ORDER TERMS & CONDITIONS (version 072707) each term of which is incorporated herein by reference, INCLUDING THE LIMITATIONS OF LIABILITY therein		
Signature: <u>[Signature]</u>		
Print Name: <u>Dr. B. JAMES DAWSON</u>		Date: <u>10</u> / <u>30</u> / <u>2009</u>
Title: <u>Chancellor/COO</u>		

Agreed and Accepted by ebrary

By: [Signature]

Print: Kenneth York

Title: President

Date: 12/16/09

10/12/09
Done
DMM

ATT: DABBLE
Oct. 12. 2009 3:10PM

1) PO Annual
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14111052
TO 10/12/09
3) PE
4) CW
5) Syne
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Library		North America Purchase Order Form (Subscription, SAAS or Software Only)		Direct Customer Subscription or SAAS or Software	
Institution Name: <u>Lincoln Memorial University</u>				PO#	
Address: <u>8965 Cumberland Gap Parkway</u> <u>Hambleton, TN 37862</u>				FTE# <u>2840</u>	
Library Type: <u>Academic Library</u>		Order Type: <u>Subscription</u>			
Primary Business Contact		Primary Technical Contact			
Full Name: <u>Ann Long</u>		Full Name:			
E-mail: <u>annlong@lmu.edu</u>		E-mail:			
Phone: <u>423-669-4614</u>		Phone:			
Fax: <u>663-664-6260</u>		Fax:			
Special Instructions: <u>(fill in with explanation for pricing, terms, etc. if other special quotes)</u>				Payment Terms:	
Cool-down period: <u>Academic Complete = \$9,182</u>				<u>30 days</u>	
SUBSCRIPTION DATABASE PRODUCTS:					
Academic Databases					
Academic Complete (1000406) (includes all 16 Subject Collections*)	Annual Price	Discount**	Annual Fee		
Business & Economics (10003978)	\$9,182	0%	\$9,182		
Computers & IT (10003930)		0%	\$0		
Education (10003931)		0%	\$0		
Engineering & Technology (10003932)		0%	\$0		
History & Political Science (10003934)		0%	\$0		
Humanities (10003935)		0%	\$0		
Interdisciplinary & Area Studies (10003933)		0%	\$0		
Language, Literature & Linguistics (10003936)		0%	\$0		
Law, International Relations & Public Policy (10003938)		0%	\$0		
Life Sciences (10003937)		0%	\$0		
Medical (10003939)		0%	\$0		
Nursing & Allied Health (10003940)		0%	\$0		
Physical Sciences (10003941)		0%	\$0		
Psychology & Social Work (10004007)		0%	\$0		
Religion, Philosophy & Classics (10003942)		0%	\$0		
Sociology & Anthropology (10004008)		0%	\$0		
*except Taylor & Francis titles in Business & Economics					
Other Databases					
Community College		0%	\$0		
DBS International Business Reports™		0%	\$0		
Dalmeida Industry Reports™		0%	\$0		
Online Serials World		0%	\$0		
Public Library Complete		0%	\$0		
S&B Source™		0%	\$0		
Corporate Engineering - All		0%	\$0		
Corporate Business - All		0%	\$0		
Corporate Business - Finance		0%	\$0		
Corporate Business - Sales & Marketing		0%	\$0		
Corporate Business - Business Administration		0%	\$0		
SAAS or Software					
SAAS (ASP Host)		0%	\$0		
Software		0%	\$0		
Other	<u>FALM HEROLD</u>	0%	\$0		
**if applicable					
Subscription or Holding Term (month/year)			TOTAL ANNUAL FEE: \$9,182.00		
From: <u>10/12/2009</u> to: <u>10/31/2010</u>			Calculate Subscription Fees: \$9,182.00 X 12 = \$9,182.00		
			Total Annual Fees \$9,182.00 Subscription Term (month)		
I am a duly authorized agent or representative of the Institution. On its behalf, I have read, understood, and hereby agree to accept, without revision, the EBRARY ORDER TERMS & CONDITIONS (version 072707) each term of which is incorporated herein by reference, INCLUDING THE LIMITATIONS OF LIABILITY therein.					
Signature: <u>Ann Long</u>					
Print Name: <u>Ann Long</u>					
Title: <u>Assoc. Dir.</u>					
Date: <u>Oct 12 2009</u>					

423-4825
P) 423-86963 423-827-1390

EBRARY® ORDER TERMS AND CONDITIONS
(version 072707)

The order form that references this document ("Order Form"), together with the terms herein, shall upon execution by Institution and acceptance by Ebrary constitute a contract (the "Agreement") between the Institution and Ebrary, a California corporation with its principal place of business at 318 Cambridge Avenue, Palo Alto, CA 94306-1305 ("Ebrary"). The Institution and Ebrary are referred to herein as the parties.

1. **Definitions.** Capitalized terms will have the meaning ascribed to them in the Section in which they first appear.
 - 1.1. "**Authorized Users**" are individuals authorized by Institution to use the Ebrary Site, which may include both (i) walk-in users of computers on Institution's premises, and (ii) users included in Institution's calculation of its FTE or among its regular or visiting students, faculty, or staff, regardless of whether they access the Ebrary Site from Institution's premises or remotely.
 - 1.2. "**Brand Features**" of a party means such party's trademarks, trade names, service marks, service names, logos and other distinct brand elements or presentation that appear from time to time in such party's properties, ventures and services worldwide, together with any modifications to the foregoing made by such party during the term of this Agreement.
 - 1.3. "**Collections**" are collections of electronic versions of books, journals, or other works selected by Ebrary, with a shared characteristic such as subject or language. Ebrary updates and revises its collections from time to time, and reserves the right to add or remove any title in its sole discretion.
 - 1.4. "**Copy or Print Transactions**" means transactions involving the printing or copying and pasting of the Electronic Titles.
 - 1.5. "**Ebrary Site**" means the web site hosted by Ebrary, as specified in Section 2.2, through which Ebrary will provide the tools necessary to access a primary collection of Electronic Titles.
 - 1.6. "**Ebrary Content**" means the materials, graphics, HTML, XML and other browser-based content, data and information made available by Ebrary through the Ebrary Site, excluding the Electronic Titles.
 - 1.7. "**Ebrary Corporate Site**" means the web site owned and operated by Ebrary, and located primarily at <http://www.ebrary.com>, and any successor web site thereto.
 - 1.8. "**Electronic Titles**" means the electronic versions of books, journals, and other works licensed by Ebrary and made available to Institution through the Ebrary Site. Electronic versions may differ from print versions of the same title.
 - 1.9. "**FTEs**" are to be determined as follows, unless otherwise specified on the Order Form: A school, college, or university's FTEs include all full-time students or the equivalent; A public library's FTEs include all cardholders; and a special library's FTEs include the number of desktops from which Authorized Users are expected to access the Ebrary Site.
 - 1.10. "**Hosting**" consists of Ebrary's services, for a fixed period of time, hosting and providing access to Purchased Books, and providing associated customer service and technical support. Hosting fees are distinct from the Purchase Price. Annual hosting fees will apply unless minimum purchase requirements are met.
 - 1.11. "**Intellectual Property Rights**" means all rights in and to trade secrets, patents, copyrights, trademarks, know-how, as well as moral rights and similar rights of any type under the laws of any governmental authority, domestic or foreign, including rights in and to all applications and registrations relating to any of the foregoing.
 - 1.12. "**Launch Date**" means the date on which the Ebrary Site is made available to Institution's end-users.
 - 1.13. "**Institution Website**" means a Web site owned and operated by Institution or its agent.
 - 1.14. "**Institution**" means the purchasing entity, as set forth in the Order Form.
 - 1.15. "**Link**" means a URL hidden behind a formatting option that may take the form of a colored item of text (such as a URL description), logo or image, "button" or graphic box, and which allows an end-user to automatically move to or between web pages, web sites or within a web page.
 - 1.16. "**Perpetual License**" is a license of unlimited duration, to access and use a Purchased Book(s), subject to all of the end user terms and security requirements set forth herein.

- 1.17. "**Purchased Books**" refers to Titles for which the Institution pays a one-time, non-refundable fee in exchange for a Perpetual License to access and use such Titles.
- 1.18. "**Purchase Price**" is the one-time fee paid by Institution for a Perpetual License to use the Purchased Books. It does not include Hosting services, which are available for a separate Hosting fee.
- 1.19. "**Service Term**" refers to the requested time period during which Ebrary will service a Subscription and/or or host a Purchased Book(s), as set forth in an Order Form.
- 1.20. "**Subscription**" refers to the payment of fees in exchange for the right to access certain Titles for a limited period of time.
- 1.21. "**User Data**" means personally identifiable information provided by users of the Ebrary Site to gain access to or use the Ebrary Site.
- 1.22. "**Vendor**" means the reseller, regional network, consortium, or other entity, if any, through which Institution places its order. If the Institution is not ordering through a Vendor, this Section 1.22 does not apply. If the Institution orders through a Vendor, the following terms apply:
 - 1.22.1. Payment, taxes, and late fees shall be as agreed between Institution and Vendor. The provisions of Section 4.1 ("Payment, Taxes, and Late Fees") shall only apply to the extent that Institution and Vendor have not agreed to different terms regarding payment, taxes, and late fees. In that case, Vendor shall have the rights otherwise reserved to Ebrary under that Section.
 - 1.22.2. Based on Ebrary's arrangement with the Vendor, the Vendor, rather than Ebrary, may perform the second level customer support described in Section 5.3, in which case Institution should inform Vendor, rather than Ebrary, regarding support issues as described in that Section. Please confirm support details with your Vendor.
- 2. **Subscriptions and Hosting.** This Section 2 applies for the duration of the applicable service period, if Institution has purchased a Subscription and/or Hosting services.
 - 2.1. **Site Construction.** Using technical profile information provided by Institution or its agent, Ebrary will construct a standard Ebrary Site for use by Institution's patrons and will generate custom MARC record sets for Institution's use of the Ebrary Site. At Institution's option, Institution or its agent may design and host a customized banner, subject to Ebrary's technical specifications, which will appear on Institution's Ebrary Site.
 - 2.2. **Site Specifications.** The site will be accessible from Internet-enabled computers running supported platforms, using reader software that can be pre-installed on patrons' terminals or installed on demand as needed. The site will include the use of Ebrary's InfoTools™ technology, which enables end users to interact with content at the word level, and to link to knowledge resources such as definitions, biographical information, maps and translations, as well as other digital resources within the library.
 - 2.3. **Updates and Enhancements.** Ebrary will provide to Institution such free updates, enhancements, and future releases as Ebrary may choose to make available to its library customer base as a whole.
 - 2.4. **Operation and Maintenance.** Ebrary will, at its own expense, provide and manage all servers, telecommunications, facilities maintenance, and operations related to the hosting of the Ebrary Site on a cluster of high-availability, redundant servers in a secure, high-performance data center. In the event problems arise materially affecting the operation of the Ebrary Site, Ebrary will use commercially reasonable efforts to correct such problems as soon as reasonably practicable.
 - 2.5. **Launch Date.** Ebrary will endeavor to make the Ebrary Site available to Institution's patrons within five (5) business days of receiving complete and accurate technical profile information from Institution or its agent, or on the first day of the Service Term (whichever is later). If Ebrary fails to do so, the Initial Term will be extended by the same number of days as the number of days by which the Launch Date has been delayed, at no additional charge to Institution.
 - 2.6. **Access and Simultaneous Use.** The Ebrary Site will permit multiple users to view, print, and copy and paste the Purchased Books and the Electronic Titles contained in the Collections to which the Institution has a Subscription, as specified in the Order Form(s). Titles obtained through a Subscription may be accessed by multiple users simultaneously, unless otherwise indicated in the Order Form. Purchased Books may be accessed by multiple users simultaneously or may have access limited to a single user at a time, as indicated in the Order Form.
- 3. **Purchased Books.** This Section 3 applies to Purchased Books.

- 3.1. **Hosting Required.** Purchased Books in raw digital format are not suitable for re-distribution to end users. Rather, Purchased Books must be provided to end users through the use of content hosting software designed to protect valuable digital content from theft and mis-use. Hosting is not included with Purchased Books, but is instead listed in the Order Form as a distinct product with a separate fee.
- 3.2. **Correction of Purchased Books.** Should Ebrary learn that a Purchased Book contains significant error(s), or should Ebrary become aware of copyright infringement or other legal issues that may result in the imposition of liability on Ebrary or its suppliers, Ebrary reserves the right to stop hosting such Purchased Book, provided that Ebrary will: (i) replace the Purchased Book with a corrected version or with a replacement of comparable value acceptable to the Institution, or (ii) refund the Purchase Price within sixty (60) days.
- 3.3. **Secure Archives.** Ebrary will deposit a digital copy of each Purchased Book in a secure archive protected and maintained by Ebrary or a reputable third party. Archived digital copies do not include InfoTools or other functionality provided by Ebrary through its Hosting services.
- 4. **Fees and Payments.**
 - 4.1. **Payments, Taxes, and Late Fees.** Institutions ordering through a Vendor should refer to Section 1.22. Unless otherwise specified in the Order Form: (i) All payments shall be made to Ebrary in U.S. Dollars within thirty (30) days of invoice; (ii) All subscription fees are subject to adjustment by Ebrary under Section 4.2; (iii) Institution is responsible for all related taxes and withholding except for taxes based on Ebrary's income; (iv) Ebrary reserves the right to charge a late fee of the lesser of one percent (1%) monthly or the maximum amount allowed by law on overdue amounts, and to discontinue services if any fees are more than thirty (30) days overdue.
 - 4.2. **Updated FTEs.** Institution represents that the FTE count specified in the Order Form is reasonably accurate, and agrees to provide updated figures annually upon Ebrary's request. If Institution's FTEs change, Ebrary reserves the right to charge or credit Institution, no more than once annually, to reflect the changed FTEs.
 - 4.3. **Fee Allocations.** Unless otherwise specified on the Order Form, all fees associated with content collections aggregated by Ebrary are allocated as follows: (i) One half of the combined fees represents a "Technology License Fee," which entitles Institution to receive the Institution-specific standard Ebrary Site set-up, use of proprietary Ebrary software as made available by Ebrary through the Ebrary Site, Institution-specific MARC records, customer service and other benefits, as specified in this Agreement, and to use the Ebrary Site (exclusive of Electronic Titles) and InfoTools, subject to the terms and conditions of this Agreement and the notices that appear on the Ebrary Site and any software that Ebrary may provide. (ii) The other half of the combined fees represents a "Content Usage Fee," which entitles Institution and its patrons to use the Electronic Titles, subject to the terms and conditions herein and the terms of use and copyright, privacy, and other legal notices that appear on the Ebrary Site and/or are embedded in the Electronic Titles.
- 5. **Additional Obligations of the Parties.**
 - 5.1. **Linking and Marketing Obligations.** Institution or its agent will display Ebrary's graphic Brand Features in a mutually agreeable manner and location on the Institution Website. This display will include a Link to the Ebrary Site. The parties may issue joint press releases and mutual endorsements of the Ebrary Site. However, neither party will issue any separate press release related to the Ebrary Site without obtaining the other party's prior written approval. Institution agrees to make a good faith effort to promote the Ebrary Site to Institution's user base, by means Institution deems appropriate.
 - 5.2. **Usage Restrictions.**
 - 5.2.1. **Authorized Users.** Institution will use commercially reasonable means to ensure that only Authorized Users (as defined in Section 1.1) obtain access to the Ebrary Site through Institution's systems.
 - 5.2.2. **Site Access.**
 - 5.2.2.1. **IP Authentication.** Ebrary supports patron authentication based on the Institution's fixed IP address range(s) controlled by or assigned to the Institution's physical location(s). If the Institution selects this option, it will provide Ebrary with all information necessary for implementation. There are no fees for IP authentication.

- 5.2.2.2. **Other Access Options.** Ebrary also supports several other access options (e.g., remote authentication, single sign-on, secure referring url), subject to the terms of the Channel Site Access Options policy, which is incorporated herein by reference. Institution shall be solely responsible for configuring and supporting its systems, and for maintaining and administering end user passwords or other security mechanisms reasonably required by Ebrary. Please refer to Ebrary's Channel Site Access Options policy for additional details. For the duration of this Agreement, Ebrary will waive all standard fees associated with each Pre-Approved Custom Access Option specified in the policy.
- 5.2.3. **Portals/Distributed Access.** The Institution may not use the Ebrary Site to provide access to remote users who are not its direct students, faculty, staff or employees, unless (i) the Ebrary security team has reviewed and approved the proposed access method, and (ii) a Partner Portal Server Deployment exhibit is attached hereto, specifying the applicable implementation and security requirements.
- 5.2.4. **Terms of Service Binding on End Users.** Institution and its Authorized Users must at all times comply with the current Terms of Service and other legal notices then posted on the Site. A copy of the currently-posted Terms of Service is incorporated herein by reference. Ebrary reserves the right to update such notices from time to time.
- 5.2.5. **Abuse of Site.** Ebrary reserves the right to temporarily or permanently disable access from an individual user account or system, IP address, IP address, or range of IP addresses to stop unauthorized use of the Ebrary Site in violation of this Agreement or the applicable Terms of Service, or any other hostile action including port scanning, denial of service or intrusion attempts originating from or routed through Institution's computers or network (all of the foregoing, collectively, "Abuse"). The parties will work together in good faith to promptly identify the source of suspected or confirmed Abuse, including by investigating their own respective user logs and other electronic records. Institution will diligently investigate suspected or confirmed cases of Abuse, and will make commercially reasonable efforts to identify the individual(s) responsible, secure for Ebrary's inspection any software tools used to effect the Abuse and any electronic files or other materials obtained through Abuse, and ensure the appropriate disposal of any improperly obtained files or materials. Upon receiving adequate assurances from Institution that Abuse has been resolved to Ebrary's satisfaction and will not resume, Ebrary will restore service without unnecessary delay.
- 5.2.6. **Interlibrary Loan.** Institution may print and use portions of Electronic Titles to fulfill interlibrary loan requests, provided that it complies with Section 108 of the Copyright Act of 1976, as amended.
- 5.3. **Customer Support.** Institutions ordering through a Vendor should refer to Section 1.22. Institution will designate two (2) qualified customer service contacts, who will provide first level customer support to its patrons regarding the use and functionality of the Ebrary Site, including but not limited to questions about the plugin, viewing, searching, sorting, browsing, navigation and content. Ebrary will provide Institution's designated customer service contacts with ongoing support consistent with Ebrary's standard support policies. In the event that Institution receives any complaint about the Ebrary Site, Institution will forward it to Ebrary customer support within 24 hours, and will inform Ebrary of any action taken or response made by Institution.
- 5.4. **Usage Data.** Ebrary will provide Institution with monthly reports summarizing the usage of its Ebrary Site.
6. **Grant of Licenses by Ebrary.**
- 6.1. **Purchased Books.** Subject to any further restrictions set forth in the Order Form, Ebrary grants to Institution a perpetual, irrevocable, worldwide, non-exclusive, royalty-free license to make each Purchased Book available to Institution's Authorized Users, subject to the following restrictions:
- 6.1.1. Access will be limited as set forth in the Order Form (e.g., single viewer titles may be viewed by only one person at a time); and
- 6.1.2. Purchased Books may only be made available to end users in electronic format via a hosted service with digital rights management (DRM) technology designed to protect valuable digital content; and
- 6.1.3. Should Institution ever obtain an archived copy of a Purchased Book(s), or a copy thereof, (i) Institution will take commercially reasonable steps to protect and secure such

copy, and ensure it is not used in a manner that exceeds the scope of Institution's license; (ii) Institution will only make such copy available to end users through a hosted service with commercially reasonable digital rights management (DRM) and security features, with such access limits and controls as were imposed by Ebrary under this Agreement, and using Ebrary file protection technology if provided to Institution; and (iii) Institution's and end users' access to and use of such copy will be strictly limited to access and use that are necessary to enable the Institution to obtain the benefit of its Perpetual License of the Purchased Book under this Agreement. Institution may not otherwise use or permit the Purchased Book to be used without permission of the copyright holder(s), except as permitted under the "fair use" or other applicable provisions of United States copyright law. Institution may be required to certify its compliance with the foregoing requirements, its inability to access its Purchased Books through the Ebrary site, and its agreement to reimburse all costs of file transfer, before receiving access to an archived copy of a Purchased Book.

- 6.1.4. Should Institution obtain a replacement Title under Section 3.2, Institution's license to the replaced Title shall be deemed void upon Institution's acceptance of the replacement Title. All terms and conditions herein that applied to the replaced Title shall be deemed to apply to the replacement Title.
- 6.2. **Subscriptions.** Subject to any further restriction set forth in the Order Form, Ebrary grants to Institution a revocable, worldwide, non-exclusive, royalty-free, limited-duration license to permit its Authorized Users to access and use the Collections and/or individual Electronic Titles specified in the Order Form during the Service Term.
- 6.3. **Brand Features.** Ebrary hereby grants to Institution a nonexclusive, royalty-free, worldwide license with no right to sublicense to use, reproduce, publicly display, publicly perform, distribute and transmit the Ebrary Brand Features on the Institution Website solely for the purposes of complying with its promotional and other obligations set forth in the Agreement. Any display of Ebrary's Brand Features will comply with Ebrary's brand usage guidelines, as made available to Institution from time to time.
7. **Confidentiality.** Ebrary and Institution hereby acknowledge that in the course of activities under this Agreement each of them may have access to non-public and proprietary information which relates to the other party's marketing, business, and technology (the "Confidential Information"). Each party agrees to: (a) preserve and protect the confidentiality of the other party's Confidential Information with the same degree of care it uses to protect its own Confidential Information of like nature, but in no event less than reasonable care; (b) refrain from using the other party's Confidential Information except as contemplated herein; and (c) not disclose such Confidential Information to any third party except to employees as is reasonably required in connection with the exercise of its rights and obligations under this Agreement. Notwithstanding the foregoing, either party may disclose Confidential Information of the other party which is: (i) already publicly known through no fault of the receiving party; (ii) discovered or created by the receiving party without reference to the Confidential Information of the disclosing party, as shown in records of the receiving party; (iii) otherwise known to the receiving party through no wrongful conduct of the receiving party, or (d) required to be disclosed by law or court order. Moreover, any party hereto may disclose any Confidential Information hereunder to such party's agents, attorneys and other representatives or any court of competent jurisdiction or any other party empowered hereunder as reasonably required to resolve any dispute between the parties hereto. Each party will treat the terms of this Agreement as "Confidential Information."
8. **Ownership.**
- 8.1. **By Institution.** Institution will have and retain full and exclusive right, title and ownership interest in and to: (i) the Institution Brand Features, (ii) the Institution Website and (iv) any and all Intellectual Property Rights to each and all of the foregoing.
- 8.2. **By Ebrary.** Ebrary, its licensors and suppliers will have and retain full and exclusive right, title and ownership interest in and to: (i) the Ebrary Brand Features, (ii) the Ebrary Content (iii) the Ebrary Site and Ebrary Corporate Site, and (vi) any and all Intellectual Property Rights to each and all of the foregoing.
- 8.3. **Usage Data Associated With The Ebrary Site.** Each party will comply with the terms of its own privacy policy with respect to the use of the Ebrary Site. Except as reasonably necessary to

perform its obligations under this Agreement or to comply with applicable laws, neither party will disclose, transfer, sell or rent any User Data which could reasonably be used to identify a specific named individual to any third party nor will either party use such User Data on behalf of any third party except as expressly disclosed to users in such party's privacy policy. Each Party will comply with all applicable laws in using or releasing the User Data.

9. Term and Termination.

9.1. Term. This Agreement will be effective during an "Initial Term" to begin on the date the Order Form is approved by Ebrary ("Effective Date") and to end on the last day of the Service Term specified in the Order Form, unless sooner terminated as provided below. Thereafter, this Agreement will renew automatically for successive one (1) year renewal terms ("Renewal Terms") unless either party notifies the other in writing at least thirty (30) days prior to the end of a given Initial or Renewal Term of its intent not to renew the Agreement.

9.2. Termination. This Agreement may be terminated at any time by a party, effective immediately if the other party: (a) becomes insolvent; (b) files a petition in bankruptcy, (c) makes an assignment for the benefit of its creditors, or (d) breaches any of its material responsibilities or obligations under the Agreement which breach is not remedied within thirty (30) days from receipt of written notice of such breach.

9.3. Effect of Termination. Upon expiration or termination of this Agreement: (a) each party will return or, at the disclosing party's request destroy, the Confidential Information of the other party, (b) all licenses granted herein will terminate, except irrevocable Purchased Book licenses, (c) each party will within 15 days return all assets (digital, proprietary or otherwise) belonging to the other, (d) without limiting the foregoing, Institution will immediately and permanently terminate use of the Ebrary Site and all Links which reference "Ebrary" or any derivations thereof, and (e) the following Sections will survive: 1, 4.1(III-IV) (but only as to unpaid amounts), 6.1-6.1.3 (but only as to Purchased Books), 7 (for a period of two years from termination), 8.3 (only as to User Data), 9.3, 10, 11, and 12.

10. Representation and Warranties.

10.1. By Each Party. Each party represents and warrants to the other that: (a) such party has the full corporate right, power and authority to enter into this Agreement and to perform the acts required of it hereunder; (b) the execution of this Agreement by such party, and the performance by such party of its obligations and duties hereunder, do not and will not violate any agreement to which such party is a party or by which it is otherwise bound; (c) when executed and delivered by such party, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms; and (d) to its knowledge, such party possesses all Intellectual Property Rights necessary to fulfill its obligations under this Agreement. Each signatory hereto represents that he or she is a duly authorized officer or representative of the party on whose behalf he or she purports to enter into this Agreement.

10.2. No Additional Warranties. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 10.1 ABOVE, NEITHER PARTY MAKES, AND EACH PARTY HEREBY SPECIFICALLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE EBRARY SITE, THE EBRARY CORPORATE SITE, THE INSTITUTION SITE, OR THE ELECTRONIC TITLES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF ANY THIRD PARTY RIGHT.

10.3. Disclaimer as to Partner Products. From time to time, at Institution's request, Ebrary may in its discretion assist Institution in purchasing products provided by third parties with whom Ebrary has a business relationship. As to any such products, which are identified in a Purchase Order as "Partner Products," EBRARY IS SERVING AS A BILLING CONDUIT ONLY FOR SUCH PARTNER PRODUCT(S), FOR THE CONVENIENCE OF THE INSTITUTION AND THE THIRD PARTY. EBRARY MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER REGARDING SUCH PARTNER PRODUCT(S), AND ASSUMES NO LIABILITY IN CONNECTION WITH SUCH PARTNER PRODUCT(S) OR THEIR OPERATION IN CONNECTION WITH EBRARY'S PRODUCTS. THE INSTITUTION ACKNOWLEDGES THAT IT IS SOLELY RESPONSIBLE FOR CONTRACTING DIRECTLY WITH THE SUPPLIER OF SUCH PARTNER PRODUCTS, AND THAT INSTITUTION'S SOLE RECOURSE IN THE EVENT SUCH PARTNER PRODUCT(S) FAIL

TO FUNCTION PROPERLY, IS TO THE SUPPLIER OF SUCH PARTNER PRODUCT(S) AND NOT TO EBRARY.

11. Limitation of Liability. UNDER NO CIRCUMSTANCES WILL EITHER PARTY OR ITS LICENSORS OR SUPPLIERS BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM ANY PROVISION OF THIS AGREEMENT, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS. IN NO EVENT WILL THE CUMULATIVE LIABILITY OF EBRARY AND ITS LICENSORS AND SUPPLIERS, FOR CLAIMS ARISING UNDER OR RELATED TO THIS AGREEMENT DURING ANY CALENDAR YEAR, EXCEED THE FEES RECEIVED BY EBRARY UNDER THIS AGREEMENT DURING THAT CALENDAR YEAR. THESE LIMITATIONS ARE ESSENTIAL TO THIS AGREEMENT, ARE REFLECTED IN THE PRICING OF THE SERVICES PROVIDED, AND WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW, NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE.

12. Miscellaneous.

12.1. Notices. Any notice or other communication regarding termination or breach of this Agreement will be in writing and given either (a) by postpaid registered or certified mail return receipt requested, (b) by courier service, (c) by hand, or (d) by facsimile or electronic mail with a copy concurrently sent by one of the above methods. All other communication to be given hereunder may be by electronic mail or in writing given by any commercially reasonable method. Notices will be deemed effective on the date actually received. Notices will be directed to Institution at the address specified in the Order Form and to Ebrary as follows, or to such other address as either party may specify in writing from time to time:

Address: Ebrary – URGENT Legal Notice
318 Cambridge Avenue
Palo Alto, CA 94306-1505
USA
Phone: (650) 475-8700
Fax: (650) 475-8881
E-mail: salesnotice.ebrarian@ebrary.com

12.2. No Joint Venture or Agency. Nothing in this Agreement will constitute or create a joint venture, partnership, or any other similar arrangement between Ebrary and Institution. Neither party is authorized to act as agent or bind the other party except as expressly stated in this Agreement.

12.3. Assignment. Neither party will transfer or assign any rights or delegate any obligations hereunder, in whole or in part, whether voluntarily or by operation of law, without the written consent of the other party, not to be unreasonably withheld or delayed. Notwithstanding the foregoing, however, either party may assign this Agreement to a successor in interest (or its equivalent) of all or substantially all of its relevant assets, whether by sale, merger, or otherwise.

12.4. Headings: Construction. Sections, titles or captions in no way define, limit, extend or describe the scope of this Agreement nor the intent of any of its provisions. The parties agree that this Agreement will not be construed against a party by reason of the drafting or preparation of such Agreement.

12.5. Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction to the fullest extent consistent with the intent of this Agreement.

12.6. Entire Agreement. This Agreement together with the Order Form (which is expressly incorporated herein) contains the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior and/or contemporaneous agreements or understandings, written or oral, between the parties with respect to the subject matter hereof. All of the parties' respective obligations in connection with Electronic Titles previously licensed to Institution by Ebrary,

including Purchased Books and those obtained by Subscription, shall henceforth be governed by these Terms and Conditions.

12.7. Dispute Resolution.

12.7.1. Elevation. In the unlikely event that a dispute arises between the parties that cannot be quickly and informally resolved, each party will elevate the matter to an appropriate individual within its organization who is authorized and capable of resolving the dispute. Such individuals will meet and confer promptly to determine whether the matter can be resolved informally or through voluntary mediation. Notwithstanding the foregoing, if either party requires immediate injunctive relief to protect against imminent irreparable harm (e.g., from threatened disclosure of Confidential Information or intellectual property infringement), it may seek judicial intervention, without first attempting mediation.

12.7.2. Jurisdiction, Venue, Law. This Agreement is deemed executed in Santa Clara County, California, where Ebrary is headquartered and where the computer systems delivering the Ebrary Site are located. The parties consent to personal jurisdiction and exclusive venue in the federal and state courts located in Santa Clara County, California. Disputes between the parties will be resolved by application of California law, without regard to choice of law provisions or principles.

12.8. Amendment. This Agreement may not be amended or modified by the parties in any manner, except by an instrument in writing signed on behalf of each of the parties to which such amendment or modification applies by a duly authorized officer or representative.

12.9. Waiver. Neither party will be deemed, by any act or omission, to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the waiving party, and then only to the extent specifically set forth in such writing. A waiver with reference to one event will not be construed as continuing or as a bar to or waiver of any right or remedy as to a subsequent event.

12.10. Recovery of Costs and Expenses. If either party brings an action against the other party to enforce its rights under this Agreement, the prevailing party will be entitled to recover its costs and expenses, including, without limitation, attorneys' fees and costs incurred in connection with such action, including any appeal thereof.

12.11. Force Majeure. No party will be responsible for any failure to perform due to causes beyond its reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, shortages of transportation facilities, fuel, energy, or materials or failures of telecommunications or electrical power supplies. A party whose performance is affected by a force majeure condition will be excused from such performance to the extent required by the force majeure condition so long as such party takes all reasonable steps to avoid or remove such causes of nonperformance and immediately continues performance whenever and to the extent such causes are removed.

12.12. Counterparts: Facsimile Signatures. This Agreement may be executed in counterparts which taken together will be regarded as one and the same Agreement. Either party's facsimile signature will be deemed a binding acceptance of this Agreement by such party.

SUBSCRIPTION AND HOSTING SERVICES AGREEMENT

This License Agreement is made as of April 14, 2009, by and between The Gale Group, Inc. ("Gale"), a Delaware corporation, with its principal office at 27500 Drake Rd., Farmington Hills, MI., USA 48331-3535 and the following Licensee:

Name of Licensee: Lincoln Memorial University
Duncan School of Law (601 West Summit Hill Dr., Knoxville, TN 37902)
Jurisdiction of Formation: Tennessee
Address: 6965 Cumberland Gap Pkwy. Harrogate, TN 37752

By using the subscription-hosting services available through Gale or by making the services available to Authorized Users, the Authorized Users and the Licensee agree to comply with the following terms and conditions. For purposes of this Agreement "Authorized Sites" are the Internet websites or any other remote site operated by Licensee with secure access from which Authorized Users can obtain access to Gale's databases and services; "Authorized Users" are employees, staff, students and registered patrons affiliated with the Licensee and persons with legal access to the Licensee's collections and facilities onsite ("walk-ins") and persons remote ("remote users") from Licensee's physical location whose access is authenticated by a secure server or other systems from Licensee's site or campus but not persons at remote sites or campuses with separate administrations (for avoidance of doubt, separate administrations include without limitation other schools, public libraries and college and academic universities). Upon request Gale will provide price quotes to allow for access within sites with separate administrations.

Use of and access to Gale databases and services shall be limited to the customary services provided to Authorized Users and shall not include providing access to other libraries or third parties, unless specifically authorized by Gale. The Licensee's Authorized Users may only access the Licensed Content (as defined below) via the Licensee's Authorized Sites using such Authorized User's personal access codes provided by the Licensee. Users may not share their access codes with others or access the Licensed Content as an Authorized User under this Agreement other than via an Authorized Site. For example student patrons in K12 libraries or facilities using onsite access to terminals or workstations within school premises are restricted from accessing the Licensed Content using public or state issued library identification/user cards without prior written consent of Gale. Subcontractors, affiliates and other third party contacts of the Licensee are not defined as Authorized Users under this license and as such are not granted access rights without the prior written consent of Gale.

1.0 License

1.1 **Grant of License.** Gale hereby grants to Licensee, the non-transferable, non-exclusive right to access and use the content provided by Gale via the on-line, FTP electronic feed or CD-ROM products ("Licensed Content") as listed in the attached schedule, to download, display, view and print and/or make limited paper or electronic copies of citations, abstracts, full text or portions thereof for internal business purposes and for Licensee's Authorized Users' educational research and personal non-commercial use only. Licensee shall not use the Licensed Content as a component of, or a basis for, a directory, database, or other publication prepared for sale, exchange, barter or transfer, rent, lease, loan, resell for profit, distribute, alter or in any other manner commercially exploit any data or documentation received from the Licensed Content. Gale reserves the right at any time to withdraw from the Licensed Content any item or part of an item for which it no longer retains sufficient rights, or which it has reasonable grounds to believe infringes copyright or is defamatory, obscene, unlawful or otherwise objectionable.

1.2 **Limitation on Grant of Rights.** All rights in and to Licensed Content not specifically provided to Licensee hereunder shall remain the exclusive property of Gale and its licensors. Accordingly:

- a. Licensee may incorporate parts of the Licensed Content in electronic course packs and electronic reserve collections for the use by Authorized Users but not for printed (hard) copy versions of course packs, commercial use or resale. Each such item shall carry appropriate acknowledgement of the source, listing title and author of the extract, title and author of the work and the publisher. Course packs in non-electronic non-print perceptible form, such as audio or Braille, may also be offered to visually impaired Authorized Users. The Licensee shall delete or destroy all copies of such items when they are no longer used for such purpose.

- b. Licensee may provide electronic links to the Licensed Content from Licensee's web page(s). Gale will assist Licensee upon request in creating such links effectively. Licensee shall make changes in the appearance of such links and/or statements accompanying such links as reasonably requested by Gale.
- c. Authorized Users may transmit to a third party individual in hard copy or electronically, minimal, insubstantial portions of the Licensed Content for personal, scholarly or educational use, or scientific research but in no event may any Licensed Content be used or transmitted for commercial purposes. In addition, Authorized Users have the right to use, with appropriate attribution to Gale, figures, tables and brief excerpts from the Licensed Content in the Authorized User's own scientific, scholarly and educational works.
- d. Authorized Users who remotely access the Licensed Content may do so from home or another location, provided, that proper security procedures are undertaken by the Licensee that will prevent remote access by unauthorized users. Licensee shall take all reasonable precautions to limit the usage of the Licensed Content to those specifically authorized by this Agreement and shall use reasonable efforts to inform its Authorized Users of the provisions of this Agreement. The Licensee agrees to notify Gale if it becomes aware of any of the following: (a) any loss or theft of the Licensee's passwords(s); (b) any unauthorized use of any of the Licensee's passwords(s) of the Licensed Content; or (c) any breach by an Authorized User of the terms of this Agreement. Upon becoming aware of any breach of the terms of this Agreement by an Authorized User, the Licensee agrees to work with Gale to correct such practices. Notification of claims of copyright infringement regarding materials available or accessible on, through, or in connection with Gale's services may be sent to Cengage Learning, Inc., 200 First Stamford Place, Stamford, CT 06905, Attention: General Counsel

2.0 Warranties.

- A. Gale warrants to the Licensee and its Authorized Users, that the Licensed Content used in accordance with this Agreement does not infringe the copyright or any other proprietary or intellectual property rights of any person. Gale further warrants that it owns and has the right to make available the Licensed Content to the Licensee.
- B. Gale shall use commercially reasonable efforts to provide continuous availability of the online Licensed Content, subject to periodic unavailability due to maintenance of the server(s), the installation or testing of software, the loading of data and downtime related to equipment, the failure of communications networks, or services outside of control of Gale. Gale shall use reasonable efforts to provide an average of 98% up time per month. Scheduled downtime will be performed at a time to minimize inconvenience to Licensees worldwide.
- C. Although Gale believes the Licensed Content to be reliable, Gale does not guarantee or warrant any information or materials contained in or produced by the Licensed Content or the accuracy, completeness or reliability of the Licensed Content Any data or information contained in or provided in connection with the Licensed Content may be incomplete or condensed. EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS AGREEMENT, GALE PROVIDES THE LICENSED CONTENT ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND AND GALE DISCLAIMS ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL GALE BE LIABLE FOR: INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING FOR LOST PROFITS, LOST DATA, OR OTHERWISE.
- D. IN NO EVENT SHALL GALE OR ANY THIRD PARTY DATA SUPPLIER BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE LICENSED CONTENT OR FOR THE LOSS OR DAMAGE OR CORRUPTION OF DATA, LOSS OF PROGRAMS, LOSS OF BUSINESS OR GOODWILL, OR OTHER DAMAGES OR LOSSES OF ANY NATURE ARISING OUT OF THE USE, OR INABILITY TO USE THE LICENSED CONTENT, INCLUDING WITHOUT LIMITATION LOSSES ARISING FROM ANY ERRORS, OMISSIONS OR OTHER INACCURACIES IN OR CORRUPTION CAUSED WHETHER BY TRANSMISSION PROCESSING OR OTHERWISE TO THE MATERIAL PUBLISHED IN THE LICENSED CONTENT OR OTHERWISE MADE ACCESSIBLE THROUGH THE LICENSED CONTENT. IN NO EVENT SHALL GALE'S OR THIRD PARTY DATA SUPPLIER'S LIABILITY UNDER THIS AGREEMENT WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE EXCEED THE ANNUAL FEE RECEIVED BY GALE FROM LICENSEE.

3.0 Termination.

- 3.1 Gale may at any time (without prejudice to its other rights or remedies) terminate this Agreement and any order form hereunder or in connection herewith (an "Order Form") with written notice to the Licensee in the following circumstances:
- a. With respect to the delivery of any part of the Licensed Content from any third party (a "Source"), upon request of such Source or immediately upon termination of Gale's agreement with such Source.
 - b. If Licensee commits a material or persistent breach of any term of this Agreement or the terms and condition of any Order Form and fails to remedy the breach (if capable of remedy) within thirty (30) days of notification in writing by Gale.
 - c. If the Licensee willingly defaults in making payment of the fee as specified in Section 4 of this Agreement and fails to remedy such default after receiving thirty (30) days of notification in writing by Gale
- 3.2 On termination, all rights and obligations of the parties automatically terminate:
- a. Licensee shall immediately cease to distribute or make available the Licensed Content to Authorized Users, and shall destroy all Licensed Content locally mounted pursuant to Section 1.2
 - b. On termination of this Agreement by the Licensee for cause, Gale shall forthwith credit the proportion of the fee that represents the paid but unexpired part of the access period.
 - c. In the case of Licensed Content for which a fee is paid for continual or perpetual access to the materials, on termination of this Agreement, (otherwise than as a result of notice being given by Gale for breach of contract) Gale shall provide reasonable assistance to the Licensee as needed to enable the Licensee and any third part vendor engaged by the Licensee to host, and provide to Licensee and its Authorized Users uninterrupted on-line Internet web-based access to the Licensed Content
 - d. Use of the CD-ROMs and FTP electronic feeds after subscription expiration is subject to the license granted under this Agreement. In the case of CD-ROM or FTP electronic feeds for which a license fee is paid for continual or perpetual access to the materials, Licensee may retain the CD-ROM or FTP electronic feed unless the license is terminated due to breach of this Agreement. In the event of breach of any term of this Agreement, Gale may, in addition to its other legal rights and remedies, terminate the license granted and upon written notice of such termination Licensee shall certify the destruction of all copies of the Licensed Content including the CD-ROMs or FTP electronic feeds as well as any downloaded copies of the licensed materials.

4.0 General

- A. Fees/Payment. In consideration for the services to be provided, Licensee shall pay Gale according to the attached schedule.
- B. Assignment. Gale shall be permitted to assign this Agreement to an affiliate, a successor in interest or in connection with a change of control or transfer of assets to which this Agreement relates, without the consent of the Licensee. Licensee may not assign this Agreement, or any of its rights or obligations hereunder without Gale's prior written consent. All provisions of this Agreement shall be binding upon and inure to the benefit of each party's successors in interest and permitted assigns.
- C. Force Majeure Neither party shall be liable for any delay or failure in performing its obligations hereunder if caused by a factor beyond such party's reasonable control, including, without limitation, acts of God, acts of terrorism, acts of government, fire or other casualty, provided the affected party makes every effort to promptly resume performance. In the event that the affected party cannot resume performance within thirty (30) days, then the other party may, without penalty or liability, terminate this Agreement upon written notice.
- D. Notice. Any and all notices and other communications to either party hereunder shall be in writing and deemed delivered (i) upon receipt if by hand, or overnight courier; (ii) three (3) days after mailing by first class, certified mail, postage prepaid, return receipt requested, to the addresses set forth on the attached schedule or to such other address for a party as shall be specified by like notice and (iii) and upon receipt if delivered via fax or email provided that any notices for breach of this Agreement or for termination of this Agreement must be by notice as specified in clauses (i) or (ii) of this Section 4.
- E. Severability. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect.
- F. Waiver. The failure by either party to insist upon strict enforcement of any terms and conditions of this Agreement shall not be construed as a waiver of such right or of any other right hereunder.
- G. Relationship of the Parties. The relationship of the parties hereto shall be that of independent contractors. Nothing herein shall be construed to create any partnership, joint venture, or similar relationship or to subject the parties to any implied duties or obligations respecting the conduct of their affairs, which are not expressly

stated herein. Neither party shall have any right or authority to assume or create any obligation or responsibility, either express or implied, on behalf of or in the name of the other party, or to bind the other party in any matter or thing whatsoever.

- H. **Choice of Law/Venue.** The Agreement and Order Form(s) shall be construed according to the laws of the State of Michigan, without application of its conflict of laws provisions. Licensee consents to the non-exclusive jurisdiction of courts situated in Michigan in any action arising under this Agreement
- I. **Affirmative Action, Non-Discrimination in Hiring and Employment.** Gale shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law.
- J. **Equal Opportunity.** Gale shall not discriminate against any individual with respect to his or her compensation, terms conditions or privileges of employment or discriminate in any way that would deprive or intend to deprive any individual of employment opportunities or otherwise adversely affect his or her status an employee because of such individual's race, color, religion, sex, national origin, age, handicap, medical condition, sexual orientation or marital status.
- K. **Copyrighted Works.** Except for the specific rights granted herein, all right, title and interest, including copyrights to the Licensed Content, are owned exclusively by Gale and its licensors. All rights in respect thereof are reserved to Gale and such licensors. Through this Agreement Licensee obtains certain limited rights to the Licensed Content, but Licensee does not obtain or own any rights in the copyrights or any other intellectual property rights that may be associated with such Licensed Content. All such copyrights and intellectual property rights remain the property of Gale and its licensors.
- L. **Survival.** The provisions of Sections 2 and 4 (l) shall survive the termination or expiration of this Agreement for any reason.
- M. **Entire Agreement.** This Agreement and any order form, schedules, addenda and amendments hereto, constitute the entire understanding between the parties with respect to the subject matter hereof, and supersede all prior and contemporaneous agreements and understanding, whether written or oral, regarding such subject matter. There are no other understandings, agreements, representations or warranties relied upon by either party with respect to the subject matter herein, which are not included herein. This Agreement may be modified only in writing signed by both parties

ACCEPTED:

Lincoln Memorial University
Duncan School of Law

By: 

Randy L. Eldridge

Name: _____

Title: Vice President Finance/Operations

Date: 4/21/09

**SCHEDULE 1
LICENSED CONTENT, FEES, SUBSCRIPTION PERIOD**

Work Order #:

Bill to Contact: Accounts Payable

Bill to Address: 6965 Cumberland Gap Pkwy., Box 2003 Harrogate, TN 37752-2003

Product	# of Sites	# of Users/Site	Extended Price
Making of Modern Law: Legal Treatises Hosting Fee	1	U	\$2,000
Supreme Court Records & Briefs Hosting Fee	1	U	\$2,000
Making of Modern Law: Trials Hosting Fee	1	U	\$500
18 th Century Collections Online Hosting Fee	1	U	\$750
18 th Century Collections Online II Hosting Fee	1	U	\$0
Declassified Document Reference System Hosting Fee	1	U	\$640
The Making of the Modern World Hosting Fee	1	U	\$375

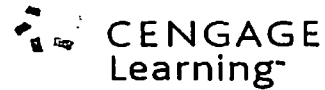
Term. This Agreement shall commence for the Initial Term (the "Initial Term") and shall extend through the term stated above and remain in effect unless earlier terminated or extended as provided for herein. This Agreement may be renewed at the end of the Initial Term unless the Licensee provides Gale with notice of termination at least thirty (30) days prior to the end of the term. Any notice of termination will be effective upon Gale's receipt thereof.

Payment. All fees shall include applicable sales, use, excise, or similar taxes. The fee is due within thirty (30) days after invoice date.

Payment Plan	Hosting Period	Hosting Fees
Year 1	4/30/2009 – 4/29/2010	\$6,265.00
Year 2	4/30/2010 – 4/29/2011	\$6,578.00
Year 3	4/30/2011 – 4/29/2012	\$6,907.00
Year 4	4/30/2012 – 4/29/2013	\$7,114.00

PLEASE FAX TO: **GALE**
 Attn: Michael Dalida **X1933**
 27500 Drake Road
 Farmington Hills, MI 48331-3535
 FAX: (248) 699-8943

Gale
 27500 Drake Road
 Farmington Hills, MI 48331-3535
 Tel (800) 877-4253 Fax (248) 699-8943
www.gale.cengage.com



CUSTOMER ORDER FORM

P.O. #
 Date: 4/14/2009
 Terms: 4 yr payment plan
 Ship Via: UPS
 F.O.B Shipping Point

Ship To:
 Lincoln Memorial University
 Duncan School of Law - Law Library
 601 W Summit Hill Dr
 Knoxville, TN 37902
 Gordon Russell
gordon.russell@lmunet.edu

Bill To:
 6965 Cumberland Gap Pkwy
 Box 2003
 Harrogate, TN 37752

Qty.	Product #	Description	Price	Total
1	198861	Making of Modern Law: Legal Treatises Digital Archive	\$ 115,517	\$ 115,517
1	198868	Making of Modern Law: Legal Treatises MARC Records	\$ 11,000	\$ 11,000
1	225177	Supreme Court Records & Briefs Digital Archive	\$ 66,600	\$ 66,600
1	234123	Making of Modern Law: Trials Digital Archive	\$ 28,800	\$ 28,800
		Making of Modern Law: Trials MARC Records		
1	n/a	(releasing Sept 2009)	\$ 5,500	\$ 5,500
		18th Century Collections Online Digital Archive (all		
1	190607	modules)	\$ 37,989	\$ 37,989
1	194640	18th Century Collections Online MARC Records	\$ 4,000	\$ 4,000
		18th Century Collections II Online Digital Archive (all		
1	n/a	modules)	\$ 9,497	\$ 9,497
		18th Century Collections II Online MARC Records		
1	n/a	(releasing June 2009)	\$ 2,000	\$ 2,000
1	196015	Declassified Documents Reference System Digital Archi	\$ 6,471	\$ 6,471
1	199277	The Making of the Modern World Digital Archive	\$ 17,671	\$ 17,671
1	199277	The Making of the Modern World MARC Records	\$ 2,500	\$ 2,500
			Amount Due	\$ 307,545

Offer expires April 30, 2009
 Customer shall pay any applicable sales, use, excise, or similar taxes

This Order Form is subject to Gale's terms and conditions of contract for sale on the reverse side hereof. Customer has read and agrees to the Terms and Conditions (current version of Gale's Subscription and Hosting Services Agreement (the "Subscription and Hosting Services Agreement") which is hereby incorporated by reference and made part) of this Order Form. In the event there is a conflict between the Terms and Conditions hereof and the terms and conditions of the Subscription and Hosting Services Agreement entered into by Customer, the terms and conditions of this Order Form shall control. Customer, by his/her signature below acknowledges his/her understanding and acceptance of the Terms and Conditions hereof.

Authorized Signature

Randy L. [Signature]

Date

4/21/09

Lincoln Memorial School of Law

Gordon Russel

843 329-1000 Ext. 2144

grussell@charlestonlaw.org

BUNDLE 1

Issued: 12-Mar-09

Expires: 15-Jun-09

Produced	Holdings / Titles	Collection Price	Customer Loyalty Discount	CONTRACT BY 31 MAR 2009	Pre-Pub Discount on ECCO II	Bundle Discount	Collection Total	MARC Records	Hosting Fee	TOTAL
The Making of Modern Law: Legal Treatises, 1800-1926	21,811	\$ 156,000	\$ (23,400)	\$ (5,100)			\$ 127,500	\$ 15,000	\$ 2,000	\$ 144,500
U.S. Supreme Court Records & Briefs, 1832-1978	n/a	\$ 99,000	\$ (14,850)	\$ (10,150)			\$ 74,000		\$ 2,000	\$ 76,000
The Making of Modern Law: Trials, 1600-1926	10,080	\$ 40,000	\$ (6,000)	\$ (2,000)			\$ 32,000	\$ 6,500	\$ 500	\$ 39,000
Eighteenth Century Collection Online: Parts I & II	181,000	\$ 63,750	\$ (6,375)	\$ (3,188)	\$ (1,425)		\$ 52,763	\$ 6,000	\$ 750	\$ 59,513
Declassified Documents Reference System	n/a	\$ 9,000	\$ (900)	\$ (450)			\$ 7,650		\$ 640	\$ 8,290
Making of the Modern World, 1450-1850	59,572	\$ 23,100	\$ (2,310)	\$ (1,155)			\$ 19,635	\$ 3,000	\$ 375	\$ 23,010
TOTAL	272,463	\$ 390,850	\$ (53,835)	\$ (22,043)	\$ (1,425)		\$ 313,548	\$ 30,500	\$ 6,265	\$ 350,313

BUNDLE 1

\$ (31,002) \$ 282,545 \$ 25,000 \$ 6,265 \$ 313,810

BUNDLE PAYMENT OPTIONS

PAY COLLECTION OVER (1) YEAR		2008	2009	2010	2011	2012
Archive Acquisition - COLLECTION	\$	282,545				
MARC Records	\$	25,000				
Hosting Fee	\$	6,265	6,578	6,907	7,114	7,328
Annual Costs - UNLIMITED Access	\$	313,810	6,578	6,907	7,114	7,328

PAY COLLECTION OVER (2) YEARS		2008	2009	2010	2011	2012
Archive Acquisition - COLLECTION	\$	141,273	141,273			
MARC Records	\$	12,500	12,500			
Hosting Fee	\$	6,265	6,578	6,907	7,114	7,328
Annual Costs - UNLIMITED Access	\$	160,038	160,351	6,907	7,114	7,328

PAY COLLECTION OVER (3) YEARS		2008	2009	2010	2011	2012
Archive Acquisition - COLLECTION	\$	94,182	94,182	94,182		
MARC Records	\$	8,333	8,333	8,333		
Annual Hosting Fee	\$	6,265	6,578	6,907	7,114	7,328
Annual Costs - UNLIMITED Access	\$	108,780	109,093	109,422	7,114	7,328

PAY COLLECTION OVER (4) YEARS		2008	2009	2010	2011	2012
Archive Acquisition - COLLECTION	\$	70,636	70,636	70,636	70,636	
MARC Records	\$	6,250	6,250	6,250	6,250	
Annual Hosting Fee	\$	6,265	6,578	6,907	7,114	7,328
Annual Costs - UNLIMITED Access	\$	83,151	83,465	83,793	84,001	7,328



HeinOnline License Agreement

Licensee Official Name: Lincoln Memorial University

Primary Contact: Ann Long

Email: ann.long@lmunet.edu

Fax: 865-524-5290

Telephone: 423-869-6814

Physical Address:

Address (line 1): 6965 Cumberland Gap Pkwy., Box 2003

(Line 2): Accounts Payable

(Line 3):

City: Harrogate

State / Province: TN

Postal Code: 37752-2003

Country: USA

Billing Address (if different from above):

Address (line 1): SAME

(Line 2):

(Line 3):

City:

State / Province:

Postal Code:

Country:

This license agreement supersedes any previous online license agreement accepted during any free trial period.

This license agreement (this "Agreement") is entered into by and between William S. Hein & Co., Inc., formed under the laws of the State of ~~New York~~, and the Licensee specified above as of the Agreement Date.

Tennessee

In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AUTHORIZED USERS (Please check whichever is applicable; please choose only one)

Campus Wide University Access:

"Authorized Users" mean persons who are authorized to use Licensee's facilities and who:

1. Are affiliated with Licensee as students, faculty or employees, or
2. Are physically present in the Library (as hereafter defined), or
3. Have been issued a password for access to Licensee's secure server(s).

Department Wide Access (Single Department within the University):

"Authorized Users" mean persons who are authorized to use Licensee's facilities and who:

1. Are affiliated with Licensee Department as students, faculty or employees, or
2. Are physically present in the Department's Library (as hereafter defined), or
3. Have been issued a password for access to Licensee's secure server(s).

Law Firm:

"Authorized Users" mean persons who are authorized to use Licensee's law facilities who:

1. Are affiliated with Licensee as partners or employees, or
2. Have been issued a password for access to licensee's secure server(s).

Government Agency:

"Authorized Users" mean persons who are authorized to use Licensee's facilities and who:

1. Are affiliated with Licensee as employees, or
2. Are physically present in the Library (as hereafter defined), or
3. Have been issued a password for access to Licensee's secure server(s).

Corporation / Not-For-Profit:

"Authorized Users" mean persons who are authorized to use Licensee's facilities and who:

1. Are affiliated with Licensee as partners or employees, or
2. Are physically present in the Library (as hereafter defined), or
3. Have been issued a password for access to Licensee's secure server(s).

Solo Practitioner / Individual:

"Authorized Users" mean only you are authorized to access the database.

I. DEFINITIONS

"Agreement Date" means the date in Licensee's signature line.

"Database" means the electronic archive of content provided by William S. Hein & Company according to the terms of this Agreement, as well as portions thereof or Materials (as hereinafter defined) contained therein.

"Derivative Work" means a work based upon one or more preexisting works such as a modification, enhancement, adaptation, translation, abridgment or any other form in which such pre-existing work may be transformed or incorporated and which, if prepared without authorization of the owner of the copyright or other intellectual property right in such pre-existing work would constitute an infringement of such right.

"Intellectual Property" means any trademarks, issued patents and patent applications, copyrights and copyright registrations and applications, rights in ideas, designs, works of authorship, Derivative Works, and all other intellectual property rights relating to the Database.

"Library" means Licensee's library and facilities.

"Materials" mean any portion or portions of content in, or printed from, the Database.

"User Rules" mean those terms and conditions for use of the Database that appear on certain screen displays in the Database as such may be amended from time to time, or that are otherwise provided to Licensee or to Authorized Users by William S. Hein & Co., Inc.

II. CONTENT OF DATABASE; GRANT OF LICENSE

A. A list of all legal materials currently available in the *HeinOnline* Collections is provided upon request to William S. Hein & Co., Inc.

B. William S. Hein & Co., Inc. hereby grants to Licensee a non-exclusive license to use the Database and to provide the Database to Authorized Users as permitted herein (the "License").

III. USE OF DATABASE

- A. Licensee shall not permit anyone other than Authorized Users to use the Database, or display or otherwise make available the Database to anyone other than Authorized Users.
- B. No use that exceeds the User Rules may be made of the Database other than as provided herein. It is understood that the purpose of *HeinOnline* is to provide effective preservation of journals and other legal materials, and facilitate access to such journals and other legal materials by Authorized Users. Accordingly, Licensee may not utilize the Database for commercial purposes, including but not limited to the sale of Materials, or bulk reproduction or distribution of Materials in any form; nor may Licensee impose special charges on Authorized Users for use of the Database beyond reasonable printing or administrative costs.
- Furthermore, under no circumstances may Licensee:
- i. Remove, obscure or modify any copyright or other notices included in the Database or the Materials;
 - ii. Use Materials in a manner that would infringe the copyright therein; or
 - iii. Copy, download, or attempt to download an entire issue or issues of a journal from the Database. Licensee shall contact William S. Hein & Co., Inc., in order to obtain a printed copy of one or more entire issues of such journal.
- C. Licensee shall use its best efforts to protect the Database from any use that is not permitted under this Agreement, and shall notify William S. Hein & Co., Inc. of any such use of which it learns or is notified. In the event of a violation of the User Rules, Licensee agrees to implement further restrictions on access to, and downloading and printing from, the Database. William S. Hein & Co., Inc. and Licensee shall from time to time consult on the establishment of further measures to inform Authorized Users of the availability of the Database and of the User Rules.
- D. In the event of any unauthorized use of the Database by an Authorized User:
- i. William S. Hein & Co., Inc. may suspend or terminate such Authorized User's access to the Database
 - ii. Upon notice to Licensee, William S. Hein & Co., Inc. may suspend or terminate the access of the Internet Protocol ("IP") address(es) from which such unauthorized use occurred, and/or
 - iii. Licensee shall suspend or terminate such Authorized User's access to the Database upon William S. Hein & Co., Inc.'s request.
- E. Interlibrary Loan - Licensee may fulfill requests from other institutions, a practice commonly called Interlibrary Loan. Licensee agrees to fulfill such requests in compliance with Section 108 of the United States Copyright Law (17 USC §108, "Limitations on exclusive rights: Reproduction by libraries and archives") and clause 3 of the Guidelines for the Proviso of Subsection 108(g)(2) prepared by the National Commission on New Technological Uses of Copyrighted Works.

IV. DELIVERY; SUPPORT

- A. The Database will be stored at one or more locations in digital form accessible by telecommunications links between such locations and Licensee's or Authorized Users' workstations. William S. Hein & Co., Inc. shall make the Database available online in digital form to Licensee and Authorized Users within ten (10) days of the date on which the initial subscription fee is paid, provided, however, that IP addresses or passwords shall have been provided to William S. Hein & Co., Inc. pursuant to Section IV, B herein.
- B. Access to the Database shall be controlled by William S. Hein & Co., Inc., through the use of IP addresses or passwords. Licensee shall be responsible for providing lists of sets of IP addresses to William S. Hein & Co., Inc., and updating such lists on a regular basis. Licensee shall cooperate with William S. Hein & Co., Inc. in the implementation of additional security procedures as they are developed.
- C. Licensee shall inform William S. Hein & Co., Inc. if it makes use of a proxy server to provide access to the Database, or if it becomes aware of a proxy server that is providing such access.
- D. William S. Hein & Co., Inc. shall provide support to Licensee and to Authorized Users in accordance with the terms set forth on Schedule B attached hereto and incorporated herein.
- E. Licensee is responsible for establishing and maintaining hardware and Internet access to provide access to, and to transmit, the Database to Authorized Users. Licensee understands that Internet browser software is required to access the Database. Schedule C attached hereto and incorporated herein sets forth hardware platforms and browsing software required and/or recommended for accessing the Database. Licensee understands that from time to time the Database may be added to or modified by William S. Hein & Co., Inc., that portions of the Database may migrate to other formats, and that the terms of Schedule C may be updated.

V. FEES

- A. Licensee shall make payment to William S. Hein & Co., Inc. for the License granted here in pursuant to the payment terms set forth on Schedule A.
- B. Licensee shall be responsible for all costs associated with establishing access to the Database as set forth in Section IV, E above, including but not limited to any telecommunications or other charges imposed by carriers, proprietary network operators and Internet access providers, or licenses for browser software, if any. Licensee shall also be responsible for all costs associated with printing from the Database, and for any taxes relating to Licensee's or Authorized Users' use of the Database.

VI. TERM AND TERMINATION

- A. This Agreement shall continue in effect for as long as Licensee pays the annual subscription fee.
- B. In the event that either party believes that the other materially has breached any obligations under this Agreement, such party shall so notify the breaching party in writing.

The breaching party shall have thirty (30) days from the receipt of notice to cure the alleged breach and to notify the non-breaching party in writing that cure has been effected. If the breach is not cured within the thirty (30) day period, the non-breaching party shall have the right to terminate the Agreement without further notice.

In addition, William S. Hein & Co., Inc. may terminate the Licensee's access to the Database immediately if, in William S. Hein & Co., Inc. reasonable opinion, the cumulative effect of violations of User Rules by Authorized Users justifies such termination.

- C. Upon termination of this Agreement all online access to the Database by Licensee and Authorized Users shall be terminated.

VII. PROPRIETARY RIGHTS

- A. Licensee hereby recognizes and agrees that the Database and all Intellectual Property are proprietary to William S. Hein & Co., Inc., subject to the rights of third parties therein. Licensee hereby warrants that it will not, during the term of this Agreement or any time thereafter, attach, dispute or contest, directly or indirectly, William S. Hein & Co., Inc. rights and titles in and to the Database, nor assist or aid others to do so.
- B. Neither party may use the other's name or trademark(s) in a way likely to cause confusion as to the origin of goods or services, or to endorse or show affiliation with the other, except as specifically approved. Notwithstanding the foregoing,
- i. William S. Hein & Co., Inc., may use Licensee's name and/or the name of the agency, organization or institution in brochures or other materials to identify Licensee as a participant in *HeinOnline*, and
 - ii. Licensee is encouraged to use William S. Hein & Co., Inc.'s name and the name *HeinOnline* to announce its participation to Authorized Users.
- C. Licensee may provide electronic links to the Database from Licensee's web page(s). William S. Hein & Co., Inc. requests notification of the URL(s) of Licensee's web page(s) containing such links. Licensee agrees to make changes in the appearance of such links and/or in statements accompanying such links as reasonably requested by William S. Hein & Co., Inc. Other than the creation of such links, Licensee shall not modify, manipulate, or create a Derivative Work of the Database without the prior written permission of William S. Hein & Co., Inc.

VIII. REPRESENTATIONS AND WARRANTIES

- A. Each party hereby represents and warrants that it is duly organized and validly subsisting and has full authority to enter into this Agreement and to bind the party to the terms and conditions herein. Each party further represents and warrants that it has caused this Agreement to be executed by a duly authorized representative.
- B. Licensee represents and warrants that:
 - i. The list of IP addresses provided to William S. Hein & Co., Inc. in accordance with Section IV, B above is accurate and valid, and
 - ii. Licensee shall exert reasonable efforts to maintain sufficient security with respect to such IP addresses and/or passwords such that no one other than Authorized Users is or will be able to access the Database.
- C. Licensee represents and warrants that it is providing no IP addresses to William S. Hein & Co., Inc. that pertain to any campus other than those listed or indicated on page one of this Agreement, or for which access has otherwise been agreed in writing by William S. Hein & Co., Inc.
- D. The Database has been developed and is maintained with reasonable professional care. William S. Hein & Co., Inc. shall use reasonable efforts to provide continuous availability of the Database online subject to periodic unavailability due to maintenance of the server(s), the installation or testing of software, the loading of journals and other legal materials as they become available, and downtime related to equipment or services outside the control of William S. Hein & Co., Inc. including public or private telecommunications services or Internet nodes or facilities.
- E. William S. Hein & Co., Inc. shall use reasonable efforts to ensure that the journals and other materials contained in the Database are complete and faithful replications of the print versions. William S. Hein & Co., Inc. makes no representation or warranty, however, and expressly disclaims any liability with respect to the content of any Materials, including but not limited to errors or omissions contained therein, libel, infringement of rights of publicity, privacy, trademark rights, moral rights, or the William S. Hein & Co., Inc.'s disclosure of confidential information. Notwithstanding the foregoing, Licensee agrees to notify William S. Hein & Co., Inc. of any infringement, libel, or other claim pertaining to any Materials of which Licensee becomes aware. Upon such notification or if William S. Hein & Co., Inc. learns of such a claim from another source, William S. Hein & Co., Inc. may remove such Materials from the Database pending the resolution of such claim.

- F. OTHER THAN THE EXPRESS WARRANTIES STATED IN THIS SECTION, THE DATABASE IS PROVIDED ON AN "AS IS" BASIS, AND WILLIAM S. HEIN & CO., INC. DISCLAIMS ANY AND ALL OTHER WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS, IMPLIED, ORAL OR WRITTEN), RELATING TO THE DATABASE OR ANY PART THEREOF, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF QUALITY, PERFORMANCE, COMPATIBILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WILLIAM S. HEIN & CO., INC. EXPRESSLY DISCLAIMS LIABILITY FOR AND MAKES NO WARRANTIES RESPECTING ANY HARM THAT MAY BE CAUSED BY THE TRANSMISSION OF A COMPUTER VIRUS, WORM, TIME BOMB, LOGIC BOMB OR OTHER SUCH COMPUTER PROGRAM. WILLIAM S. HEIN & CO., INC. FURTHER EXPRESSLY DISCLAIMS ANY WARRANTY OR REPRESENTATION TO AUTHORIZED USERS, OR TO ANY THIRD PARTY.
- G. William S. Hein & Co., Inc. shall not be liable for any loss, injury, claim, liability or damage of any kind resulting from the unavailability of the Database, interruption of the services provided hereunder, or arising out of or in connection with Licensee's use of Materials. If the Database fails to operate in conformance with the terms of this Agreement, Licensee shall immediately notify William S. Hein & Co., Inc., and William S. Hein & Co., Inc.'s sole obligation shall be to use commercially reasonable business efforts to repair the nonconformity. In no event shall William S. Hein & Co., Inc. liability exceed the fees paid to William S. Hein & Co., Inc. by Licensee. Neither party shall be liable for any indirect, special, incidental, punitive or consequential damages, including but not limited to loss of data, business interruption, or loss of profits, even if advised of the possibility of a claim.

IX. GOVERNING LAW

- A. This agreement shall be interpreted and construed according to, and governed by, the laws of the State Tennessee or United States Federal law, as applicable, excluding any such laws that might direct the application of the laws of another jurisdiction. The parties expressly exclude, if applicable, the application of the United Nations Convention on Contracts for the International Sale of Goods. ✓
- B. Any controversy or claim arising out of or relating to this Agreement or the breach thereof, shall be settled by arbitration, including joint and/or consolidated arbitration where practicable, conducted in English, in Tennessee, in accordance with the Commercial Arbitration Rules of the American Arbitration Association. ✓
- C. The English language version of this Agreement shall be controlling over any other version.

X. NOTICES

All notices given pursuant to this Agreement shall be in writing and may be delivered by hand or by overnight carrier, or shall be deemed received within five (5) business days after mailing if sent by registered or certified mail, return receipt requested. If any notice is sent by facsimile, confirmation copies must be sent as specified above. Either party may from time to time change its Notice Address by written notice to the other party.

XI. MISCELLANEOUS

- A. This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written. No modification or claimed waiver of any provision of this Agreement shall be valid except by written amendment signed by authorized representatives of William S. Hein & Co., Inc. and Licensee.
- B. This Agreement and any amendments may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one agreement.
- C. Nothing contained herein shall be deemed to create an agency, joint venture, or partnership relationship between the parties.
- D. Waiver of any provision herein shall not be deemed to be a waiver of any other provision herein, nor shall waiver of any breach of this Agreement be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement.
- E. If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- F. The parties hereto agree to execute, acknowledge, and deliver all such further instruments, and to do all such other acts, as may be necessary or appropriate in order to carry out the intent and purposes of the Agreement.

**SCHEDULE A
PAYMENT TERMS**

The total Access Fee shall be due prior to your subscription period. The Access Fees are subject to reasonable annual increases.

Payment Terms

Any payments made more than thirty (30) days after they are due and payable shall be subject to a 18% annual interest charge.

**SCHEDULE B
SUPPORT**

William S. Hein & Co., Inc. will offer the following support to assist Licensee and Authorized Users in use of the Database. This support will be provided by William S. Hein & Co., Inc., at reasonable levels during the subscription period.

William S. Hein & Co., Inc. will serve as contact points for Licensee. Support will begin with the initial implementation of the William S. Hein & Co., Inc. system. William S. Hein & Co., Inc. will be available by email, phone or fax from 8am to 5pm EST, Monday through Friday for feedback, problem-solving, or general questions.

The contact information for *HeinOnline* is as follows:

Daniel P. Rosati, Senior Vice President
William S. Hein & Co., Inc.
1285 Main Street
Buffalo, New York 14209-1987

Telephone: 1-800-828-7571 or (716) 882-2600
Facsimile: (716) 883-8100
Email: d_rosati@wshein.com

Installation procedures support will include:

Assisting with the implementation of the *HeinOnline* system
Providing general information, background materials, and information for further reading

Continuing support will include:

Troubleshooting to find solutions to individual problems
Regular system and project updates

In addition, William S. Hein & Co., Inc. will be responsible for the maintenance of help files and user documentation available online in a variety of formats.

**SCHEDULE C
HARDWARE AND SOFTWARE REQUIREMENTS**

The following hardware and software is required or recommended in order to access the Database. These requirements and recommendations will change as computer hardware and software technology evolves.

Recommendations for Optimal Performance:

Dedicated Internet connection

Adobe Acrobat Reader 9.0 or later

Display monitor with 1024 x 768 resolution

FireFox 3.0, Internet Explorer 7.0, Safari 4

Minimum of 512M of RAM memory

Laser printer

SCHEDULE D
INTERNATIONAL SITES
(IF APPLICABLE)

N/A

This Schedule D is an addendum, and modifies and incorporates by reference all of the terms of the Agreement entitled *HeinOnline* license agreement between William S. Hein & Co., Inc. and "Licensee".

Licensee has informed William S. Hein & Co., Inc. that it owns and operates the following campuses or sites, which are located outside of the United States:

(Please list names and locations of international campuses or sites)

The I.P. addresses for these campuses or sites are as follows:

(Please list I.P. ADDRESSES for the international campuses listed)

William S. Hein & Co., Inc. agrees to include these campuses following additional terms in the Agreement and to accord Authorized Users at these campuses or sites access to the Database pursuant to the terms of the Agreement, subject to the following additional terms.

- II. Authorized Users will access the Database housed on William S. Hein & Co., Inc. U.S. server(s), or such other server(s) as may be determined by William S. Hein & Co., Inc.. Licensee understands that performance of the Database when accessed by Authorized Users outside of the U.S. is subject to available transmission bandwidth and other factors beyond William S. Hein & Co., Inc. control, and is unlikely to equal performance of the Database when accessed within the U.S.
- III. Licensee will comply with all applicable laws and regulations in its exercise of the License. Licensee represents and warrants that it will effect or obtain all non-U.S. governmental or regulatory filings, registrations, and approvals required in connection with the Agreement and will pay any costs associated therewith. Licensee will inform William S. Hein & Co., Inc. of any laws or regulations of any country listed above of which Licensee becomes aware that require any change to the Agreement. William S. Hein & Co., Inc. may revoke access to any of the above campuses if warranted, in William S. Hein & Co., Inc. sole opinion, by the laws or regulations of such countries.
- IV. The Agreement will be interpreted according to, and governed by, federal or state laws of the United States, excluding any laws that might direct the application of the laws of any other jurisdiction. Any controversy or claim arising out of or relating to the Agreement will be settled or heard in the United States.

TECHNICAL INFORMATION

Licensee Technical Contact

Licensee Official Name: Lincoln Memorial University

Address: 6965 Cumberland Gap Pkwy, Box 2003

Harrogate, TN 37752-2003

Telephone: 423-869-6814

Fax: 865-524-5290

Email: ann.long@lmunet.edu

****PLEASE NOTE:** Contacts will receive regular email updates for HeinOnline. If additional members of your institution would like to receive email updates, please include their name and email address.

HeinOnline Contacts

For Registration: HeinOnline Customer Service
Email: holsupport@wshein.com

For Technical: HeinOnline Technical Support
Email: techsupport@wshein.com

William S. Hein & Co., Inc.
1285 Main Street
Buffalo, New York 14209-1987
Telephone: 800-828-7571 or (716) 882-2600
Fax: (716) 883-8100

If you desire IP access, eliminating the need to log in using a pre-assigned username and password at the beginning of each session, please provide your IP addresses or range(s):

172.16.0.0 - 172.16.255.255

If applicable, leave the trial password active, even after IP access has been authorized?

Yes No

Are you currently using a proxy server to provide access to restricted resources?

Yes No

If yes, please provide the IP Information of the proxy server:

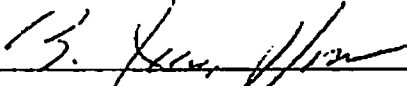
If yes, please also provide the URL of the webpage that offers information about how to use the Proxy


N/A

Do you have plans to do so in the future? Yes No

Do you provide users any other means of access to restricted resources from machines outside of your campus IP domain? Yes No

The parties agree to be bound by the terms and conditions of the *HeinOnline* Agreement. In witness whereof the parties have set their hands as of the Agreement date above.

Licensee Signature: 
Name: Dr. B. James Dawson
Organization: Lincoln Memorial University
Title: Chancellor/COO
Date: October 30, 2009

HeinOnline
HeinOnline Signature: 
Name: William Shannon Hein
Organization: William S. Hein Co., Inc.
Title: Vice President, Sales
Date: March 8, 2010

WILLIAM S. HEIN & CO., INC.
Primus Inter Pares
Law Publisher / Serial & Subscription Agent / Micropublisher / New and Used Law Books / Preservation Printer / Bookbinder
1285 Main Street, Buffalo, New York 14209 (716) 882-2600 • TOLL FREE (800) 828-7571 • Fax (716) 883-8100
Email: mail@wshein.com • Website: www.wshein.com



April 22, 2010

Ann Walsh Long
Duncan School of Law at Lincoln Memorial University
601 West Summit Hill Dr.
Knoxville, TN 37902

Dear Ann,

The purpose of this letter ("Amendment Letter") is to amend and supplement the LexisNexis Subscription Agreement previously executed between LexisNexis, a division of Reed Elsevier Inc. ("LN") and Duncan School of Law at Lincoln Memorial University as amended by the revised General Terms and Conditions dated September 1, 2009 (the "Agreement").

The General Terms and Conditions may be viewed or printed at <http://www.lexisnexis.com/terms/general/asp>. Accordingly, the Agreement is hereby revised in the following manner:

The Agreement will be extended for a fixed term of 3 years ("Extended Term"). During the Extended Term, the Agreement may not be terminated by Duncan School of Law at Lincoln Memorial University, except as follows:

- for a material breach by LN that remains uncured for more than 30 days after LN receives written notice identifying the specific breach;
- upon 10 days' written notice if LN removes a significant portion of materials from the online services that Duncan School of Law at Lincoln Memorial University faculty, staff and students regularly use in the ordinary course of academic study, research or preparation; and,
- if sufficient funds are not appropriated or allocated for payment under the Agreement for any future fiscal period. In that event, Duncan School of Law at Lincoln Memorial University may terminate the Agreement after the end of the current fiscal period without penalty or further obligation except for payment of amounts due up to the effective date of termination.

In consideration for the Extended Term, Years 2 and 3 of the Extended Term will be limited to a maximum of 3% price increase per year.

Except as expressly revised in this Amendment Letter, all other terms and conditions of the Agreement will remain in full force and effect.

Sincerely,

Joanie L. Danner

Joanie Danner
Pricing Manager
LexisNexis

AGREED TO AND ACCEPTED BY:	
SIGNATURE:	<u><i>Gordon Russell</i></u>
PRINTED NAME:	<u>Gordon Russell</u>
TITLE:	<u>ASSOC. Dean, Prof of Law Dir. of the Law Librarian</u>
DATE:	<u>4/28/10</u>



**2010-2011
LexisNexis Educational Access
Subscription Price Notice for
Non-ABA Accredited Schools**

April 22, 2010

Ann Walsh Long
Duncan School of Law at Lincoln Memorial University
601 West Summit Hill Dr.
Knoxville, TN 37902

INSTRUCTIONS:

- Please provide your total student enrollment information in the space below.
- If you are electing the 3-year subscription option, please note as such in the comments below and return one copy of the enclosed amendment letter.
- Select your preferred billing option, one annual payment or monthly billing.
- Please sign and fax this form to Jennifer Lee at 866-960-3120 or email jennifer.lee@lexisnexis.com
- **To avoid service interruptions, applicable forms must be signed and returned no later than June 15, 2010.**

YOUR SCHOOL'S 2009-2010 PRICE:	\$5,000.00
YOUR SCHOOL'S 2010-2011 PRICE:	\$7,107.75
BILLING OPTION:	<input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Annually

Reminder: 2010-2011 PRICING SCHEDULE CALCUATIONS:

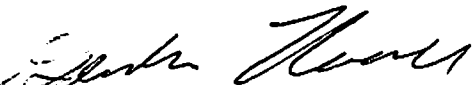
- The annual contract price was based on a charge of \$47.25/Full-time student (FTE), with a minimum \$5,000.00.
- Identifiable part time students were counted as 2/3 FTE.
- Faculty and administration IDs are included at no charge.
- Regardless of the number of FTE, a minimum charge of \$5,000 applies.

TOTAL STUDENT ENROLLMENT
TOTAL Full-time students expected as of July 1, 2010: <u>135</u>
TOTAL Part-time students expected as of July 1, 2010: <u>60</u>

Comments / Corrections:

_ We expect to have 100 full-time students enrolled as of July 1, 2010 _____

_ We expect to have 135 part-time students enrolled as of July 1, 2010 _____



Associate Dean, Professor of Law, and the Director of the Law Library

SIGNATURE/TITLE

gordon.russell@lmunet.edu
EMAIL ADDRESS

April 26, 2010
DATE

If you have any questions regarding this subscription price notice, please contact jennifer.lee@lexisnexis.com



LexisNexis, a division of Reed Elsevier Inc.
9443 Springboro Pike
Miamisburg, OH 45342

April 22, 2010

Ann Walsh Long
Duncan School of Law at Lincoln Memorial University
601 West Summit Hill Dr.
Knoxville, TN 37902

Dear Ann:

With the spring semester underway, I am pleased to update you regarding your school's LexisNexis subscription options. Please take a moment to review and return the enclosed materials:

Your school's LexisNexis Subscription Pricing Notice for 2010-2011, with our discounted pricing plan of 47.25 per FTE, \$5,000.00 minimum for smaller and Non ABA Accredited schools:

We at LexisNexis understand the difficult financial decisions you are making to minimize impacts on education quality and breadth of student services, and are pleased to support your endeavors by continuing to offer our minimum pricing plan for smaller and Non ABA-Accredited schools. Please update your school's enrollment, billing and contact information on this form, and return it to us as noted to ensure uninterrupted service.

An optional amendment that will extend your subscription through the 2012-2013 academic year, with a maximum 3% pricing increase in Years 2 and 3 is also provided for your consideration:

We also recognize that we can assist your budgeting efforts by offering pricing predictability. By signing this three-year addendum, you can be assured that your rates for the 2011-12 and 2012-13 academic years will increase no more than 3% each year. Should we announce lower rates, of course we will calculate your Years 2 and 3 prices at the smaller percentage rate. Your right to cancel this agreement if we remove significant amounts of content from our law school menu during the three-year term is also preserved, and we have included language to address any issues you might encounter with non-appropriation of funds.

We share your commitment to academic excellence, and are privileged to partner with you in educating tomorrow's law practitioners. Should you have any questions regarding these pricing options, please feel free to contact me at scott.collins@lexisnexis.com or 800.227.9597 x51904.

Best wishes to you in 2010 and beyond.

Sincerely,

A handwritten signature in black ink, appearing to read "Scott H. Collins".

Scott H. Collins
Vice President, Law Schools

LYRISIS-MEMBER SUBSCRIBER AGREEMENT
For Oxford University Press Products

Lyrasis will include Lincoln Memorial University Duncan School of Law ("MEMBER") in its contract with Oxford University Press ("OUP") to allow access to the products indicated below (the "SERVICE") under the terms and conditions specified herein.

- American National Biography Online
- Constitutions of Dependencies and Territories Online
- Constitutions of the Countries of the World Online
- Constitutions of the United States Online
- Diamond's International Tax Treaties of All Nations Online
- Dictionary of National Biography Online
- Electronic Enlightenment
- Encyclopedia of Popular Music
- Grove Art Online
- Grove Music Online
- International Law in Domestic Courts Online
- Islamic Studies Center
- New York Code of Professional Responsibility Online
- Oxford African American Studies Center
- Oxford English Dictionary Online
- Oxford Digital Reference Shelf
- Oxford Language Dictionaries Online
- Oxford Literature Collection
- Oxford Reference Online: Core Collection
- Oxford Reference Online: Premium Collection
- Oxford Western Civilization Collection
- Oxford Scholarship Online
- Oxford Scholarship Online: Perpetual Access
- Treaties and International Agreements Online
- Other: Oxford Scholarship Online: Law

This subscriber agreement and OUP's Subscriber Terms of Use Agreement ("License") represent the entire agreement for purchase of, access to, and use of the SERVICE.

1. This agreement shall take effect upon the latest date of execution below by duly authorized representatives of MEMBER and shall renew annually on that date except as otherwise provided by written notification from Lyrasis to the MEMBER to Lyrasis.
2. This agreement is dependent upon the continued arrangement between Lyrasis and OUP to make the SERVICE available. Should this arrangement end, Lyrasis will inform MEMBER prior to the expiration so that MEMBER can make other arrangements for access.
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SIGNATURES


Signature for MEMBER

Signature for Lyrasis

Dr. B. James Dawson
Name (please print or type)

Name

President
Title

Title

10-1-10
Date

Date

Harrogate, TN
City and State

Atlanta, GA

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Lincoln Memorial University
Name of Institution: Duncan School of Law OCLC Symbol: LMUDL

Mailing Address: 601 W. Summit Hill Drive

City Knoxville State TN Zip 37902

LYRASIS Member: yes no

Type of Institution (circle one): Academic Public/State K-12 School Special

Total FTE: 3500 Concurrent Users: 5

Population Served: Law School 115 FTE

Tax Exempt Number (if not on file with Lyrasis): 780258295

Primary Contact: <u>Ann Long</u>	Billing Contact: <u>Pat Tennyson</u>
Telephone: <u>423-869-6814</u>	Telephone: <u>423-869-6286</u>
Fax: <u>865-524-5290</u>	Fax: <u>423-869-4825</u>
E-mail: <u>ann.long@lmunet.edu</u>	E-mail: <u>pat.tennyson@lmunet.edu</u>

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