

MEMORANDUM OF UNDERSTANDING

I. PARTIES

This Memorandum of Understanding ("Agreement") is by and between the Christian Legal Society Chapter at Southern Illinois University School of Law ("CLS at SIU"), a student organization existing at SIU, and the Board of Trustees of Southern Illinois University ("SIU"). This Agreement shall also bind the employees, agents, members, directors, trustees, administrators, attorneys, successors and assigns of each party.

II. BACKGROUND

This Agreement relates to a lawsuit pending in the United States District Court for the Southern District of Illinois, 4:05-cv-04070-GPM (the "Action"), in which the CLS at SIU alleges that Southern Illinois University (the University") officials violated certain rights of the CLS at SIU in withdrawing official recognition of the CLS at SIU. SIU denies it violated any rights of the CLS at SIU.

III. REPRESENTATIONS OF THE PARTIES

A. CLS at SIU represents the following:

- CLS at SIU meetings and activities are open to attendance and participation by all SIU students.
- Formal CLS at SIU voting membership and eligibility to stand for leadership positions is open to any individual who affirms the CLS Statement of Faith and endeavors to conduct himself or herself in accordance with the CLS Statement of Faith as interpreted by the National Christian Legal Society.
- CLS at SIU and the National Christian Legal Society interpret the CLS Statement of Faith to include belief in and an effort to conform to Biblical instruction against sexual conduct outside of traditional (opposite sex and monogamous) marriage. Hence, an individual who unrepentantly engages in or advocates such conduct, including without limitation sexual conduct between persons of the same sex, is ineligible for voting membership or leadership positions in CLS at SIU.

B. SIU represents the following:

- Because CLS at SIU bases its membership and leadership criteria on sincerely held religious beliefs, the above-stated membership and leadership policies of CLS at SIU do not violate any applicable policies for registration of student organizations or concerning the rights, benefits and privileges available to Registered Student Organizations ("RSO's") at the University's School of Law.
- Additionally, because the CLS at SIU bases its membership and leadership criteria on sincerely held religious beliefs, CLS at SIU's membership and leadership policies do not violate the University's Equal Employment Opportunity/Affirmative Action Policy, the SIU's policies concerning registration of student organizations, or any other policy of University or School of Law. Additionally, the above-stated membership and leadership policies of CLS at SIU do not violate any nondiscrimination requirement applicable to RSO's at the University's School of Law.

IV. NO ADMISSION OF LIABILITY AND NON-DISPARAGEMENT

Neither party admits liability or wrongdoing to the other. Neither party shall hereafter disparage the other with respect to the matters covered by this Agreement.

V. REGISTRATION OF STUDENT ORGANIZATIONS AT THE SCHOOL OF LAW

The parties agree the Annual Registration Form for the School of Law, attached hereto as Exhibit "A," is in an acceptable form, and that Paragraph E. thereof, entitled "Pledge of Nondiscrimination," accurately sets forth the parties' intent. SIU agrees that it shall not materially alter the provisions of paragraph E. providing that RSO's founded to promote sincerely held religious beliefs will not be denied registration solely because they limit membership or leadership positions to students who share and conduct themselves according to the same sincerely held religious beliefs unless required to do so by a court of competent jurisdiction.

VI. ATTORNEYS' FEES, COSTS and SUPPORT OF STUDENTS

SIU shall pay to CLS at SIU the total sum of _____
in full and complete satisfaction of CLS at SIU's claim for attorneys' fees and costs in the Action. The parties understand and agree that from this sum, CLS at SIU shall set aside the sum of TEN THOUSAND AND 00/100 DOLLARS (\$10,000.00) to be allocated to financial assistance for meritorious students attending the University's School of Law, to be distributed pursuant to such criteria and on such conditions as CLS at SIU and its counsel deem appropriate. The parties agree that the sum representing payment of fees and

costs shall remain confidential, and neither party shall publicly communicate it unless compelled to do so by court order or other law. The allocation for financial assistance to School of Law students, however, may be discussed publicly.

VII. DISMISSAL WITH PREJUDICE


Upon the execution of this Agreement by the parties and their counsel and the payment to CLS at SIU of the sum set forth in Paragraph VI herein, CLS at SIU shall cause the voluntary dismissal with prejudice of the Action, with each party to bear its own costs and fees.

VIII. RELEASE OF ALL CLAIMS

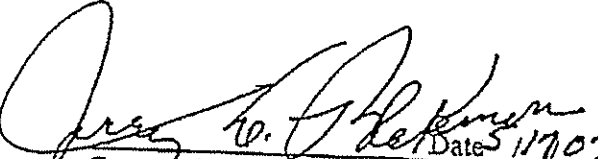
All claims by and between all parties to this Agreement that are or could have been asserted in the Action, including any claims for attorneys' fees and costs, are deemed extinguished and forever released for full and sufficient consideration upon the execution hereof, the receipt of which is hereby acknowledged. This Agreement constitutes the entire agreement between the parties hereto, and the parties affirm and agree that they have relied upon no representations or agreements other than those set forth herein.


**BOARD OF TRUSTEES
OF SOUTHERN ILLINOIS UNIVERSITY**

**CHRISTIAN LEGAL SOCIETY
CHAPTER AT
SOUTHERN ILLINOIS UNIVERSITY
SCHOOL OF LAW**

By  Date 5/17/07
Dr. Glenn Poshard
President
Southern Illinois University

By _____ Date 4/24/2007
President
Christian Legal Society Chapter at
Southern Illinois University School of Law

 Date 5/17/07
Counsel for Southern Illinois University

 Date 5/17/07
Counsel for the Christian Legal
Society Chapter at Southern Illinois
University School of Law