

ARTICULATION AGREEMENT BETWEEN  
WAYNE STATE UNIVERSITY LAW SCHOOL  
AND  
OAKLAND UNIVERSITY

THIS AGREEMENT ("Agreement") is between Wayne State University on behalf of its Law School ("Wayne Law"), a Michigan constitutional body corporate and institution of higher education, whose address for purposes hereof is 471 West Palmer Street, Detroit, MI 48202, and Oakland University ("OU"), a Michigan constitutional body corporate and institution of higher education, whose address for purposes hereof is 2200 Squirrel Road, Rochester, MI 48309-4401. Wayne Law and OU are sometimes separately referred to as a "Party" or an "institution" and collectively as "Parties" or "institutions."

**WHEREAS**, OU offers various bachelor's degree programs;

**WHEREAS**, Wayne Law offers a Juris Doctorate (JD) degree program;

**WHEREAS**, the American Bar Association has established standards that allow students who have not yet completed a bachelor's degree to apply to, matriculate at, and ultimately graduate from, law school, subject to obtaining a bachelor's degree concurrent to their legal education; and

**WHEREAS**, OU will accept thirty (30) credits as transfer credits from Wayne Law to meet the degree requirements for select bachelor's degree programs according to plans of study adopted and approved by OU through its governance system.

**THEREFORE**, the Parties agree as follows:

1. Program Requirements. OU students interested in participating in the Program must:
  - a. Apply to, and be admitted by, OU into an OU bachelor's degree program that has been approved by OU through its governance system for the Program (an "Approved OU Degree Program"). Applicants shall be considered for admission to the Program based upon criteria set forth by OU, with input from Wayne Law admissions staff, as such criteria may be revised from time to time. Notwithstanding anything to the contrary in this Agreement, express or implied, nothing in this Agreement requires OU's governance system to approve any bachelor's degree program, or any particular bachelor's degree program, for the Program;
  - b. Satisfy all of OU's requirements for progression, retention and graduation for the Approved OU Degree Program as stated in the OU catalog when the student is admitted to OU and all of the requirements of the JD/bachelor's degree program plan of study that has been approved by OU through its governance system;
  - c. Comply with OU's academic, conduct and other requirements, policies, codes, ordinances, and regulations while attending OU;

- d. Apply to, and be admitted by, Wayne Law into Wayne Law's JD program. Applicants shall be considered for admission on an individual basis by Wayne Law's admissions committee based on criteria set forth by Wayne Law from time to time. Applicants must have a minimum of 75 credits in the Approved OU Degree Program for consideration for admission. Upon enrolling at Wayne Law, applicants must have completed at least three-fourths of the credits leading to a bachelor's degree in the Approved OU Degree Program per ABA Standard 502;
  - e. Once they achieve senior status at OU, students will enroll at Wayne Law and, subject to Section 2 of this Agreement, complete the first two semesters of credits at Wayne Law (30 credits) with those completed credits transferring back to OU for completion of the Approved OU Degree Program; and
  - f. Satisfy all requirements to and receive his/her bachelor's degree from OU prior to taking any additional credits at Wayne Law over the original 30 credits.
2. Transfer of Credits. OU shall accept a transfer of up to thirty (30) credits in which a student earned a grade of 2.0 or better as specified in the plan of study that has been approved by OU through its governance system and those credits will be indicated on the student's OU transcript. Students who fail a course at Wayne Law must successfully retake the course per Wayne Law's academic regulations before transferring the credits back to OU toward the bachelor's degree. If a student in the Program subsequently transfers out of the Approved OU Degree Program, then all the student's transfer credits will be re-evaluated—and may be denied—based upon OU's transfer policies in effect at the time.
  3. Grade Point Average. The student's grade point average for credits earned at OU will be the cumulative final grade point average for the degree obtained from the Approved OU Degree Program. The cumulative grade point average includes all credit courses taken at OU and only the credit courses taken at OU.
  4. Failed Requirements at OU. If the student does not successfully complete all requirements to receive his or her bachelor's degree from OU, but has otherwise successfully completed the initial 30 credits at Wayne Law, OU shall assist the student in developing a plan to allow that student an opportunity to complete his or her undergraduate degree at OU. Until the student receives his or her bachelor's degree from OU, the student may not enroll in any additional credit courses at Wayne Law but will remain in the Program so long as the OU degree is obtained in a reasonable period of time.
  5. Failed Credits at Wayne Law. If the student does not successfully complete all 30 credits in his or her first two semesters of enrollment at Wayne Law but has otherwise satisfied all other requirements to obtain his or her bachelor's degree from OU, for a reasonable period of time, the student will have the opportunity to re-take any such failed credits and remain in the Program. For clarity, if a student must re-take failed credits at Wayne Law, he or she may not enroll in any additional credit courses at Wayne Law until the initial 30 credits are successfully completed and the bachelor's degree from OU has been obtained.

6. Student Opt Out After Admission to Wayne Law. OU shall assist a student in developing an alternative option to allow that student an opportunity to complete his or her undergraduate degree at OU if the student opts not to participate in, or fails to successfully complete, the Juris Doctor portion of the Program or otherwise does not successfully complete the initial 30 credits at Wayne Law. OU shall accept credits from Wayne Law that the student completed with a 2.0 or better as part of the 30 credits required by the Approved OU Degree Program individualized plan of study. When a student opts out, the student must complete an application to major in the Approved OU Degree Program which will include a minimum of 12 additional credits at OU, to reach a total of 42 credits within an appropriate time period to be determined by OU, plus the capstone course for the Approved OU Degree Program, and an application questionnaire justifying the student's plan of study.
7. Recruitment and Admissions.
  - a. OU and Wayne Law shall both recruit and encourage eligible OU students to participate in the Program.
  - b. The admission deadline for the Program will be June 1 for Wayne Law's fall term, but may be extended by Wayne Law at any time at its sole discretion.
  - c. Students shall be coded and tracked in the student information systems at both OU and Wayne Law in accordance with each institution's policies and procedures.
  - d. Students shall be advised that, as a condition of admission to the Program, their education records (as defined by the Family Educational Rights and Privacy Act and its implementing regulations) may be disclosed to institution officials at either OU or Wayne Law for legitimate educational interests related to the students' enrollment at OU and/or Wayne Law and participation in the Program.
8. Marketing. Promotional plans and materials relating to the Program are subject to prior approval by both OU and Wayne Law.
9. Program Management and Oversight. Management of the Program shall be jointly coordinated between Wayne Law and OU leadership. Wayne Law and OU agree to cooperate in communication with each other and with common and respective publics concerning the Program. Wayne Law and OU further agree to communicate annually concerning curriculum changes that may impact the Program.
10. Advising. Both OU and Wayne Law will make provisions for coordinating academic advising for those students enrolled in the Program, and both institutions will strive to provide academic advising of a caliber on par with that provided to students who are not enrolled in the Program.
11. Registration, Exchange of Information, and Transfer of Credits.
  - a. Students shall register for courses through the regular registration process at OU for OU classes and through the regular registration process at Wayne Law for Wayne Law classes.

- b. The Registrar's Office at OU and Records Office at Wayne Law shall maintain education records for students for classes taken at their respective institutions.
- c. The transfer of credits between OU and Wayne Law shall be processed pursuant to the policies and procedures of the institution that would be accepting the transfer credits.
- d. Upon request from OU or the enrolled student, Wayne Law shall provide OU with a hard or electronic copy of the student's official transcript showing the credits to be applied toward the completion of the student's degree from the Approved OU Degree Program.

**12. Tuition and Fees.**

- a. Tuition and fees shall be assessed by and paid to OU for OU courses and assessed by and paid to Wayne Law for Wayne Law courses. Withdrawals and refunds shall be handled by the institution that received the tuition and fees in accordance with its own rules and policies.
- b. Residency classifications for tuition purposes shall be based on OU's residency criteria for classes taken at OU and on Wayne Law's residency criteria for classes taken at Wayne Law. Students may be concurrently classified as a resident at one institution and as a non-resident at the other institution.

**13. Financial Aid and Scholarships.**

- a. While enrolled as a student in courses at OU all financial aid and scholarships shall be administered by OU. Upon student enrollment at Wayne Law, all financial aid and scholarship awards shall be administered by Wayne Law.
- b. Federal financial aid and institutional scholarships shall be made available for qualified students.
- c. A student may apply for scholarships offered by OU and/or Wayne Law, but scholarships awarded by one institution shall only be applied to tuition, fees, and expenses at the institution that made the award. Program students shall be eligible for incoming scholarship assistance at Wayne Law pursuant to the annual scholarship program criteria.

**14. Student Grievances and Conduct.**

- a. Students shall comply with all applicable OU and Wayne Law policies, rules, regulations, ordinances, and conduct codes.
- b. Each institution shall use its own administrative process and procedures to address (i) complaints or grievances relating to its administration, faculty, staff, students, classes, services, facilities, etc. and (ii) violations of its policies, rules, regulations, ordinances, and/or conduct codes.
- c. OU and Wayne Law shall determine criteria and process to be used for sharing information regarding complaints, grievances, and/or disciplinary proceedings involving students.

- 15. Student Services.** Students shall have access to student services at OU while they are enrolled as a student at OU. Students shall have access to student services at Wayne Law

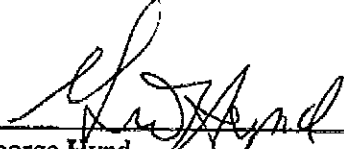
while they are enrolled as a student at Wayne Law. Fee-based student services shall be available to students who have paid the applicable fees to the appropriate institution.

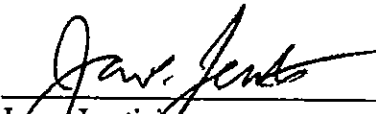
16. Baccalaureate Degree Completion. Once a student has completed the Approved OU Degree Program at Oakland University, the student shall no longer be considered an OU student and will transition to Wayne Law to complete their Juris Doctorate, at which time Wayne Law becomes the student's sole educational institution.
17. Classroom Space. Subject to each institution's scheduling needs and availability, either institution may request the use of the other institution's classrooms and event space on an as needed basis for purposes related to implementing this Agreement. Neither institution shall be obligated to grant such a request from the other institution.
18. Program Integrity. Wayne Law and OU will maintain the integrity of their separate programs and enter into this Agreement as equal and cooperating partner institutions.
19. Student Support. Wayne Law and OU agree to track the progress and success of Program participants. Responsibility for this tracking within Wayne Law rests with the Office of Admissions and Student Affairs at Wayne Law. A mechanism will be developed to track and report on OU students' use of the Program at both OU and Wayne Law.
20. International Students. Wayne Law and OU agree to develop a plan to coordinate any issues that may arise with international students participating in the program including, but not limited to visas, and acknowledge that some of these issues may need to be addressed on a case-by-case basis.
21. Term and Termination. This Agreement shall be effective immediately upon signing by both parties and shall remain in effect until terminated as provided in this paragraph. Either institution may terminate this Agreement at any time and without cause upon thirty (30) calendar days' prior written notice. All students participating in the Program as of the termination date shall be allowed to complete the Program as described under the terms of this Agreement.
22. Miscellaneous.
  - a. In the performance of their respective duties and obligations under this Agreement, OU and Wayne Law are each an independent contractor and neither is a partner, joint venture, employee, or servant of the other, and each is responsible only for its own conduct. Neither OU's nor Wayne Law's trustees, directors, officers, shareholders, employees, interns, students, alumni, agents, volunteers, representatives, subcontractors, assignees, successors, or designees, in their official or personal capacities, are employees of the other for purposes of compensation, fringe benefits, workers compensation, unemployment compensation, minimum wage laws, income tax withholding, Social Security, or for any other purpose. Each institution is solely responsible for the development and design of its own curriculum. Changes on the part of either Party may necessitate review of this Agreement.

- b. Michigan law shall govern the validity, construction, and performance of this Agreement and Michigan shall be the forum for any proceeding or suit at law or in equity arising from or incident to this Agreement.
- c. Each institution shall be separately responsible for compliance with all federal and state nondiscrimination laws, including without limitation the applicable sections of the Michigan Persons with Disabilities Civil Rights Act and the Elliot-Larsen Civil Rights Act.
- d. If any term, clause, provision, or paragraph of this Agreement is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, such declaration shall not affect the validity and enforceability of the remaining terms, clauses, provisions, or paragraphs of this Agreement.
- e. Neither party shall use the other party's trademarks, service marks, trade names, graphic images, or logos without prior written authorization of the other party, except that either party may use the other party's name for the purpose of publicizing the Program subject to the provisions of Section 6 of this Agreement.
- f. Neither institution may assign this Agreement without the other institution's prior written consent. The invalidity or unenforceability of any term or provision of this agreement shall in no way affect the validity of enforceability of any other term or provision. A waiver by either institution of any provision or breach of this Agreement shall not waive any other provision or breach, nor shall the same be deemed to be a waiver of any subsequent breach, nor shall the same be deemed to be a waiver of any subsequent breach, either of the same provision or otherwise. This Agreement contains the entire agreement between the institutions, and shall be binding upon the institutions and their respective successors and assigns. No amendment to this Agreement shall be effective unless it is in writing and signed by both institutions' authorized representatives. This Agreement is for the sole and exclusive benefit of the institutions, and neither institution intends to create a benefit in favor of any student, other person, entity, or third party.
- g. OU and Wayne Law will defend, indemnify, and hold each other, and the other institution's trustees, officers, employees, volunteers, agents, representatives and designees, in both their official and personal capacities, harmless from and against any and all claims, demands, suits, damages, judgments, liabilities, losses and expenses including without limitation property damage, personal or bodily injury to or death of any person, and reasonable attorneys' fees and expenses of litigation, to which one institution may become subject actually or allegedly arising out of or relating to: (a) any failure of the other institution to observe or perform any of the covenants, conditions, agreements or obligations observed or performed pursuant to this Agreement; and (b) any other act or omission of the other institution. Notwithstanding any provision in this Paragraph or this Agreement to the contrary, OU's and Wayne Law's defense, indemnity and hold harmless obligations are subject to and limited in all respects by the Michigan State Governmental Tort Liability Act, as amended, and nothing in this Agreement is intended to or can be deemed a waiver of governmental immunity or other defenses available under the law by OU or Wayne Law. The obligations set forth in this Paragraph will survive expiration or termination of this Agreement.


h. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.


For Oakland University:


  
George Hynd  
President Oakland University  
Date: 10/28/15

  
James Lentini  
Senior Vice President for Academic  
Affairs and Provost Oakland University  
Date: 10/6/15

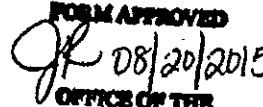
For Wayne State University:

  
M. Roy Wilson  
President Wayne State University  
Date: \_\_\_\_\_

  
Margaret Winters  
Provost and Senior Vice President  
for Academic Affairs  
Date: 21x 15

  
Jocelyn Benson  
Dean, Wayne State University  
Law School  
Date: 10/11/15

OU  
Legal  
BCF  
10-6-15

FORM APPROVED  
  
OFFICE OF THE  
GENERAL COUNSEL