

ARTICULATION AGREEMENT BETWEEN
UNIVERSITY OF DETROIT MERCY
AND
OAKLAND UNIVERSITY

THIS AGREEMENT ("Agreement") is between University of Detroit Mercy on behalf of its Law School ("Detroit Mercy Law"), a Michigan private institution of higher education, whose address for purpose hereof is 651 E. Jefferson Avenue, Detroit, MI 48226, and Oakland University ("OU"), a Michigan constitutional body corporate and institution of higher education, whose address for purpose hereof is 2200 Squirrel Road, Rochester, MI 48309-4401. Detroit Mercy Law and OU are sometimes separately referred as a "Party" or an "institution" and collectively as "Parties" or "institutions"

WHEREAS, OU offers various bachelor's degree programs;

WHEREAS, Detroit Mercy 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 Detroit Mercy 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 OU – Detroit Mercy 3 + 3 JD/Bachelor's degree program described in this Agreement (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 Detroit Mercy 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, Detroit Mercy Law into Detroit Mercy Law's JD program. Applicants shall be considered for admission on an individual basis by Detroit Mercy Law's admissions committee based on criteria set forth by Detroit Mercy Law from time to time including the following: A student must take the LSAT no later than December of the student's junior year and receive a score of at least 154; a student must submit a completed application with all of the required components: an E-signed and dated application, personal statement, resume, two letters of recommendation, and the Law School Credential Assembly Service Report; a student must meet the requisite character and fitness standards for admission to Detroit Mercy Law; applicants are required to provide truthful and honest answers when completing the application for admission and providing detailed responses to all questions listed in the character and fitness section of the application, and if applicable, provide supporting documentation as required in the application; a student must participate in an interview with Detroit Mercy Law for admission and scholarship consideration. Applicants must have a minimum of 75 credits in the Approved OU Degree Program for consideration for admission; a student must have attended OU for three and preferably five semesters, of full time study before applying to Detroit Mercy Law although transfer undergraduate students are eligible to apply, as are students with Advanced Placement (AP) or International Baccalaureate (IB) credits; OU must certify that the student has or will have met all the requirements of their major and OU's core curriculum requirements by the end of their junior year; a student must have a cumulative undergraduate GPA of at least 3.5 on a 4.0 scale as of the date of their application. Upon enrolling at Detroit Mercy 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 Detroit Mercy Law as a full-time student and take all of the first year required courses, and subject to section 2 of this Agreement, complete the first two semesters of credits at Detroit Mercy 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 Detroit Mercy 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 Detroit Mercy Law must successfully retake the course per Detroit Mercy Law 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. If a student withdraws from Detroit Mercy Law prior to completing the first year of law school, in order to receive an undergraduate degree from OU, the student must return to OU to complete its requirements for awarding an undergraduate degree. The transferability of credits earned at Detroit Mercy Law to OU is at the discretion of OU.

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. An offer of admission to Detroit Mercy Law is contingent on the student's undergraduate GPA not dropping below a 3.5 at the end of the junior year.
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 credits at Detroit Mercy 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 Detroit Mercy Law but will remain in the Program so long as the OU degree is obtained in a reasonable period of time, but in no case later than one year, without written approval by the OU Dean or their designate.
5. Failed Credits at Detroit Mercy Law. If the student does not successfully complete all 30 credits in his or her first two semester of enrollment at Detroit Mercy Law but has otherwise satisfied all other requirements to obtain his or her bachelor's degree from OU, for a reasonable period of time, but in no case later than one year, without written approval by the Detroit Mercy Law Dean or their designate, the student will have the opportunity to retake any such failed credits and remain in the Program. For clarity, if a student must retake failed credits at Detroit Mercy Law, he or she must retake these courses at the first available opportunity and successfully complete them to remain in the Program.
6. Students Opt Out After Admission to Detroit Mercy 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 credits at Detroit Mercy Law. OU shall accept credits from Detroit Mercy 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, 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 Detroit Mercy Law shall both recruit and encourage eligible OU students to participate in the Program.
 - b. The admission deadline for the Program will be February 1 and the decision date March 1 for Detroit Mercy Law's fall term.
 - c. Students shall be coded and tracked in the student information systems at both OU and Detroit Mercy 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 Detroit Mercy Law for legitimate educational interests related to the students' enrollment at OU and/or Detroit Mercy 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 Detroit Mercy Law.
9. Program Management and Oversight. Management of the Program shall be jointly coordinated between Detroit Mercy Law and OU leadership. Detroit Mercy Law and OU agree to cooperate in communication with each other and with common and respective publics concerning the Program. Detroit Mercy Law and OU further agree to communicate annually concerning curriculum changes that may impact the Program.
10. Advising. Both OU and Detroit Mercy 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 Detroit Mercy Law for Detroit Mercy Law classes.
 - b. The Registrar's Offices at OU and at Detroit Mercy Law shall maintain education records for students for classes taken at their respective institutions.
 - c. The transfer of credits between OU and Detroit Mercy 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, Detroit Mercy 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's courses and assessed by and paid to Detroit Mercy Law for Detroit Mercy 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. Detroit Mercy is a private institution and has no residency distinction for tuition.
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 Detroit Mercy Law, all financial aid and scholarship awards shall be administered by Detroit Mercy 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 Detroit Mercy 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 Detroit Mercy Law pursuant to the annual scholarship program criteria. If a student is awarded a renewable scholarship by the Detroit Mercy Law, they must earn a grade of 2.2 or better in all required courses and maintain a cumulative law GPA of 2.8 or better at the end of each academic year in order to retain the scholarship. If a scholarship is not renewed by failure to meet one or more of the above criteria, the student will be considered for other scholarship assistance at Detroit Mercy Law.

14. Student Grievances and Conduct Proceedings.

- a. Students shall comply with all applicable OU and Detroit Mercy 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) violation of its policies, rules, regulations, ordinances, and/or conduct codes.
- c. OU and Detroit Mercy Law shall determine the 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 Detroit Mercy Law while they are enrolled as a student at Detroit Mercy 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 OU, the student shall no longer be considered an OU student and will transition to Detroit Mercy Law to complete their Juris Doctorate, at which time Detroit Mercy Law becomes the student's sole educational institution.

17. Classroom Space. Subject to each institution 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. Detroit Mercy 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. Detroit Mercy Law and OU agree to track the progress and success of Program participants. Responsibility for this tracking within Detroit Mercy Law rests with the Office of Student Affairs at Detroit Mercy Law. A mechanism will be developed to track and report on OU students' use of the Program at both OU and Detroit Mercy Law.
20. International Students. Detroit Mercy 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. Review of Agreement. The parties will review this Agreement after the first cohort completes their first year at Detroit Mercy Law and then every three years thereafter.
22. 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 twelve months 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.
23. Miscellaneous.
 - a. In the performance of their respective duties and obligations under this Agreement, OU and Detroit Mercy 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 Detroit Mercy 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 the 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 Acts 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.

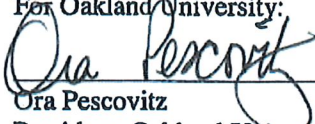
except that either party may use the other party's name for the purpose of publicizing the Program subject to the provisions of Section 6 of this Agreement.

- 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 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. To the extent permitted by law, OU and Detroit Mercy 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 attorney's 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 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 by OU or a waiver of any other defense available under the law by OU or Detroit Mercy Law. The obligations set (for) in this paragraph will survive expiration or termination of this Agreement.

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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:



Ora Pescovitz
President, Oakland University

Date: 5-22-18

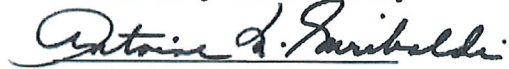


James Lentini
Senior Vice President for Academic
Affairs

Date: 5-22-18

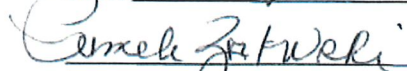
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For University of Detroit Mercy:



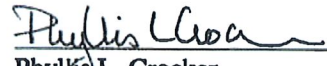
Antoine M. Garibaldi
President, University of Detroit Mercy

Date: June 4, 2018



Pamela Zarkowski
Provost and Vice President for Academic
Affairs

Date: June 5, 2018



Phyllis L. Crocker
Dean, University of Detroit Mercy
School of Law

Date: 4 June 2018