

ARTICULATION AGREEMENT

THIS AGREEMENT is made July 27, 2017, between the BOARD OF TRUSTEES OF WESTERN MICHIGAN UNIVERSITY (“WMU”), a Michigan constitutional body corporate, and THOMAS M. COOLEY LAW SCHOOL d/b/a WESTERN MICHIGAN UNIVERSITY THOMAS M. COOLEY LAW SCHOOL, a Michigan nonprofit educational corporation (“the Law School”).

1. Purpose and Other Agreements. WMU and the Law School contemplate offering designated courses to eligible students of each other’s institution. Eligible Law School students will be permitted to obtain up to 6 credits toward graduation from the Law School by completing designated graduate courses offered by WMU (“Designated WMU Courses”). Eligible WMU students will be permitted to obtain up to 6 credits toward graduation from WMU by completing designated law courses offered by the Law School (“Designated Law School Courses”). This offering is made to enhance the affiliation between the two institutions, including as specifically described in their (i) July 19, 2013 Affiliation Agreement, (ii) July 19, 2013 Co-Branding and Cross License Agreement, and (iii) March 13, 2014 Memorandum of Understanding. Accordingly, WMU and the Law School enter into this Articulation Agreement (“Agreement”) to set forth the terms upon which the program will be established and accomplished.

2. Eligibility and Procedure for Program Admission.

(a) Law Students. To be eligible, a Law School student must be enrolled in the Law School’s J.D. program and be in good academic standing. To gain admission, the Law School student must apply to WMU as a non-degree seeking graduate student. WMU agrees to admit the Law School student automatically upon completion of WMU’s application and paying a \$50 fee to WMU.

(b) WMU Students. To be eligible, a WMU student must be a full-time or part-time student enrolled in a WMU graduate program and be in good academic standing. The WMU student must apply to the Law School as a visiting student. The Law School agrees to admit the WMU student automatically upon completion of the Law School’s visiting student application and paying a \$50 fee to the Law School.

3. Academic Integrity and Acceptance of Designated Courses.

WMU and the Law School will maintain the integrity of their separate programs.

(a) WMU Students Taking Designated Law School Courses.

WMU agrees to accept Designated Law School Courses toward completion of graduate degree programs, as approved by individual WMU departments and appropriate for the graduate student’s program of study. The specific Designated Law School Courses are listed on Schedule A but are subject to change based on institutional needs. WMU students will be permitted to take no more than 6 credit hours of Law School coursework as part of any WMU degree program. None of the credits earned by a WMU student for completion of any Designated Law

School Course may later be counted toward completion of that WMU student's J.D. degree at the Law School or any other ABA-approved law school.

(b) Law School Students Taking Designated WMU Courses.

The Law School agrees to accept Designated WMU Courses toward completion of the Law School J.D. program, as approved by the Law School faculty and appropriate for the J.D. degree program of study. The specific Designated WMU Courses are listed on Schedule B but are subject to change based on institutional needs. Law School students may earn up to 6 J.D. credits by completing Designated WMU Courses. Enrollment in some of the Designated WMU Courses requires departmental or instructor approval. The available courses and meeting information (location, times, semester start/end dates) will be available to Law School students via the WMU Course Offering website.

4. Administration of Academic Program.

The respective institutions will provide their relevant academic advisors with the appropriate visiting student applications and written directions on how to facilitate the admission of one another's students.

(a) Instruction.

The Designated Law School Courses will be offered by Law School instructors. WMU students taking those courses will be evaluated using guidelines and standards of the Law School.

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(b) Advising.

Advising of Law School students regarding admission and program requirements of WMU will be the joint responsibility of the regular advising staff at the Law School along with the advisor designated by the Dean of the Graduate College. Each institution will monitor the academic performance of students enrolling under this Agreement, with the goal of identifying problems or issues that may interfere with the successful transfer of Designated WMU Courses to the Law School.

Advising of WMU students regarding admission and program requirements of the Law School will be the joint responsibility of the regular graduate program directors in each WMU department along with the advisor designated by the Law School. Each institution will monitor the academic performance of students enrolling under this Agreement, with the goal of identifying problems or issues that may interfere with the successful transfer of Designated Law School Courses to WMU.

(c) Facilitating Exchange of Student Information.

WMU and the Law School agree to exchange information about students enrolled in this program for the purpose of monitoring and enhancing student academic success within the

restrictions set forth by the Family Education Rights and Privacy Act (FERPA) and its regulations. The information may also be used to enhance curricular offerings.

Upon a Law School student's completion of the Designated WMU Course, and at the request of the student, WMU will provide the Law School with the student's transcript.

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(d) Academic Review of the Program.

Each institution will notify the other in writing of any contemplated curricular changes that affect this Agreement. The schedule of Designated Courses will be reviewed annually by the WMU Graduate College and the Dean of the Law School. This Agreement will be reevaluated every 2 years by the Office of Admissions of both institutions in partnership with the Graduate College. Any changes will be provided to the Office of Admissions by the Graduate College so that any guides can be updated and partner institutions notified.

5. Tuition, Charges, Fees, and Expenses.

WMU students taking Designated Law Courses will pay directly to the Law School WMU's graduate-level tuition rate for in-state tuition. Law School students taking Designated WMU Courses will be charged WMU tuition and pay WMU enrollment fees. WMU tuition and fees can be located at www.wmich.edu/registrar/tuition.

6. Communications and Publicity.

WMU and the Law School will market this program and encourage their faculty and staff to communicate information about it to students and prospective students. The institutions will publish a list of available courses each semester so that students can be aware of the offerings.

Marketing of this Agreement in print is subject to review by WMU's Office of University Relations and the Law School's Department of External Affairs and must comply with requirements of the Higher Learning Commission, the American Bar Association, and the Florida Commission for Independent Education.

Given the American Bar Association's prohibition on awarding law school credit for any courses taken before a student is admitted to an ABA-approved law school, WMU is advised to make sure WMU students understand that credits they earn for completing any Designated Law School Course under this program may not later be counted toward completion of that student's J.D. degree at the Law School or any other ABA-approved law school.

7. Review of This Agreement. Annually, the Presidents of WMU and the Law School or their designees will jointly review this Agreement, consider the concerns of either party, and propose modifications as warranted.

8. Term and Termination. Unless otherwise terminated in writing by the Parties, this Agreement will continue for as long as the Affiliation Agreement is in effect but will terminate immediately upon the termination of the Affiliation Agreement. Upon termination, any existing arrangements for services under this Agreement will continue to be honored for two academic years following termination so students currently enrolled under this Agreement may complete their course of study.

9. Miscellaneous.

(a) Amendments. To be binding on the parties, any modification or amendment to this Agreement must be in a writing that is signed by both parties.

(b) Assignment. No party may assign this Agreement, in whole or in part, without the other party's prior written consent.

(c) No Waiver. Each party retains and expressly reserves all rights, immunities, and privileges it has by law. Each party may require performance of a provision of this Agreement even if it did not require previous performance, or waived a breach, of that provision.

(d) Notices. All notices and statements required or permitted by this Agreement are deemed given when delivered in person, delivered electronically (including via fax or e-mail) with evidence of receipt, or deposited with a recognized national overnight delivery service or the United States Post Office, certified mail, return receipt requested, and all such notices and statements will be addressed in the manner set forth below (unless changed by a party in writing):

To WMU:

Western Michigan University
Attn: Jan Van Der Kley
Vice President for Business and Finance and
Board of Trustees Treasurer
1903 West Michigan Avenue
Kalamazoo, MI 49008
E-mail: jan.vanderkley@wmich.edu
Telephone: 269-387-2365
Fax: 269-387-2356

To the Law School:

Western Michigan University Thomas M.
Cooley Law School
Attn: Kathleen Conklin
Vice President of Operations and Finance
and Treasurer
300 S. Capitol Avenue
Lansing, MI 48933
E-mail: conklink@cooley.edu
Telephone: 517-371-5140 ext. 2208
Fax: 517-334-5723

(e) Independent Entities. Neither WMU's and the Law School's execution and implementation of this Agreement, nor any specific usage planned and carried out under this Agreement, alters either party's legal status or relationship with the other, which at all times is governed by their agreements identified in Paragraph 1.

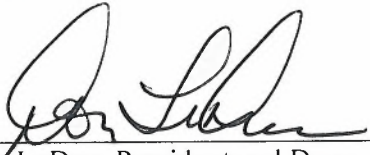
(f) Compliance with Laws. Each party will comply with all applicable federal, state, and local laws and regulations in the performance of its respective obligations under this Agreement.

**THE BOARD OF TRUSTEES OF
WESTERN MICHIGAN UNIVERSITY**

By: 
John M. Dunn, President

Dated: July 26, 2017

**WESTERN MICHIGAN UNIVERSITY
THOMAS M. COOLEY LAW SCHOOL**

By: 
Don LeDuc, President and Dean

Dated: June 27, 2017

SCHEDULE A

Designated Law School Courses Offered to Eligible WMU Students

Designated Courses Taught at the Law School		
Law School Course No.	Law School Course Title	Credit Hours
	Constitutional Law I	3 hrs
	Constitutional Law II	3 hrs
	Criminal Law	3 hrs
	Business Organizations	3 hrs
	Business Planning	3 hrs
	Education Law	3 hrs
	Employment Law	3 hrs
	Environmental Law	3 hrs
	Intellectual Property Law	3 hrs
	Introduction to Law	3 hrs
	Military Law	3 hrs
	Transactions Law	3 hrs
	Tax Law	3 hrs
	Health Law	2 hrs
	Medical Malpractice Law	2 hrs
	Advanced Professional Ethics	3 hrs
	Federal Disabilities Law	3 hrs
	Law and the Mental Health System	3 hrs
	Medical Marijuana and the Law	3 hrs

SCHEDULE B

Designated WMU Courses Offered to Eligible Law School Students

Designated Courses Taught at Western Michigan University		
WMU Course No.	WMU Course Title	Credit Hours
FCS 6650	Family Law, Ethics, and Professional Issues	3 hrs
PADM 6110	Administrative Law and Governmental Regulation	3 hrs
SOC 5780	Sociology of Law	3 hrs
*PSCI 6000	Seminar in American Politics	3 hrs
+EDLD 6590	Higher Education Law and Ethics	3 hrs
+IHS 6270	Health and Human Services Policy and Politics	3 hrs
+LAW 6040	Legal, Regulatory, and Political Aspects of Business	3 hrs
+*LAW 6980	Readings and Research in Law	3 hrs
+PHIL 5340	Moral and Philosophical Foundations of Health Care	3 hrs
+PHIL 5440	Practical Ethics	3 hrs
+PHIL 5550	Advanced Philosophy of Science	3 hrs
+*PHIL 6310	Ethical Theory	3 hrs
SWRK 6690	Advanced Seminar in Planning and Administration	3hrs
+ Admission to course requires departmental or instructor permission		
* Variable topics courses		