EARLY ADMISSION AGREEMENT BETWEEN DREXEL UNIVERSITY, FOR ITS THOMAS R. KLINE SCHOOL OF LAW AND SAINT FRANCIS UNIVERSITY

Drexel University, for its Thomas R. Kline School of Law, and Saint Francis University agree to establish a 3+3 program ("Program"), beginning with the 2019-2020 academic year in which after three years of work at Saint Francis University and subject to the conditions outlined below, a student will be eligible for admission to the Drexel University Thomas R. Kline School of Law ("Kline School of Law") for completion of the J.D. degree after three years of work as defined by the Drexel University's Thomas R. Kline School of Law. Each student in this early admission Program will be awarded a Bachelor's Degree by Saint Francis University after successful completion of the first year Day Division program of the Drexel University Thomas R. Kline School of Law.

Based upon the mutual obligations and duties and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. Saint Francis University will encourage a pool of highly qualified students for the early admissions program beginning in the 2019-2020 academic year.
 - a. In the first two years of operation, the Program will be open to Saint Francis students as well as any transfer students who may be recruited to participate. In the third year of operation, the early admission program will only be open to those applicants who enter as freshmen and complete all three years of their undergraduate work at Saint Francis University (SFU). Upon recommendation from the SFU Pre-Law Advisor, SFU may include outstanding transfer students who complete at least one year at SFU on an exception basis.
 - b. In year 4 of this Program, students who meet the admissions criteria for Drexel are considered full-time students of Kline School of Law. SFU will not provide institutional aid to students once they are enrolled at the Kline School of Law. Students will be considered for merit based aid during the application process with the Kline School of Law.
 - c. SFU also agrees to implement the following plan to carry out the accelerated program:
 - i. Admissions will develop Pre-Law recruiting materials (e.g., web content, print pieces, etc.) and list the affiliation with Kline School of Law and any other institution.
 - ii. The SFU Office of Undergraduate Admissions will add a 3+3 agreement as an enrollment option on all associated applications beginning with the 2019-2020 application cycle.
 - iii. SFU will send the list of interested students to the Assistant Dean of Enrollment Management at the Kline School of Law by October

- 2. In this Program, Drexel University's Thomas R. Kline School of Law agrees to accept any candidate from SFU each year who meets the following eligibility requirements:
 - a. Submits a completed application to the Kline School of Law no later than March 1 of the calendar year in which the student plans to attend.
 - b. Student is in good academic standing at SFU (i.e., not on academic probation);
 - c. A cumulative grade point average of 3.40 for three years at SFU (96 semester credit hours);
 - d. A minimum LSAT score that is the Kline School of Law's median from the previous year. For 2017 incoming class, the median LSAT score was 155. It is assumed that the LSAT will be taken in the Fall of the student's third year at SFU, however, by request, a student may defer taking the LSAT until the Spring of his or her third year. Student may take the LSAT more than once:
 - e. Student is in good social standing (satisfactory student conduct record with no unresolved disciplinary issues) at SFU;
 - f. Student is free of any disciplinary issues at all post-secondary schools attended;
 - g. As required of all admitted or re-admitted students to Kline School of Law, the student will be required to answer the criminal history disclosure question on the Kline School of Law application and may be subject to further review if there is a disclosure; note that a prior criminal history issue does not necessarily disqualify a student from admission to the Law School;
 - h. Recommended by SFU Pre-Law Advisor, and
 - i. Comply with seat deposit and other deadlines established by the Kline School of Law.
- 3. Kline School of Law reserves the right to change its admissions requirements at any time; in the event of a change, SFU will be notified by Kline School of Law before new admissions requirements are made effective.
- 4. Following acceptance to Kline School of Law, SFU students will be required to notify Kline School of Law of any material change to the accuracy and completeness of the information contained in their application prior to their enrollment and matriculation at Kline School of Law.
- 5. All candidates for this Program must, upon application, schedule an interview with the Assistant Dean of Enrollment Management at the Kline School of Law. This interview should be scheduled after the student has taken the LSAT, but the results of the LSAT need not be available at the time of the interview.
- 6. This Agreement shall be reviewed at least annually by the parties. Either party to this Agreement may cancel it with six months' written notice to the other party; however, any student who is enrolled in this Program at SFU at the time of said cancellation shall be entitled to any rights or privileges provided under the terms of this Agreement and the same will be honored by both Saint Francis University and Drexel University's Thomas R. Kline School of Law.
- 7. MISCELLANEOUS GENERAL TERMS:

- a. Upon the execution of this Agreement, each party may publicize the Program.
- b. SFU shall have the exclusive authority to determine any entrance criteria for students seeking admission to this Program at SFU. Kline School of Law shall have exclusive authority to determine any entrance criteria relating to admission to the Law School.
- c. Governing Law; Jurisdiction. This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania and the parties hereby submit to the exclusive jurisdiction of the courts located in the Eastern District of Pennsylvania for litigation of any disputes arising under this Agreement.
- d. Entire Agreement; Modification. This Agreement contains the entire agreement between the parties and cannot be amended or modified, except in a writing signed by both parties. The parties shall not be bound by any agreements, conditions, or representations not contained in this Agreement.
- e. Nondiscrimination. The parties agree to continue their respective policies of nondiscrimination based on Title VI of the Civil Rights Act of 1964 in regard to sex, aged, race, color, creed, and national origin, Title IX of the Education Amendments of 1972 and other applicable laws, as well as the provisions of the American with Disabilities Act. The parties further agree not to discriminate against students on the basis of sexual orientation, gender identity, veteran status or any other status protected by federal, state, or local law. The parties agree to cooperate with the each other in any investigation of claims of discrimination or harassment.
- f. **Assignment**. Neither Drexel nor SFU may assign this Agreement without prior written consent of the other party.
- g. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision was omitted.
- h. Authority. Both parties represent and warrant that (i) each has the respective corporate or other power and authority to enter into this Agreement and to perform its obligations hereunder; (ii) the person who executes this Agreement on behalf of each of Drexel and SFU, respectively, has the necessary authority to bind Drexel and SFU; and (iii) neither the execution and delivery of this Agreement, nor the performance of its obligations hereunder, will constitute a violation of, a default under, or conflict with any term or provision of its respective certificate of incorporation, by-laws or other agreements to which it is bound.
- i. Counterparts; Facsimile and Electronic Signatures. Provided that all parties execute a copy of this Agreement, this Agreement may be executed in counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same document. This Agreement may be executed by the parties and transmitted by facsimile or electronic transmission, and, if so executed and transmitted, shall be effective as if the parties had delivered an executed original of this Agreement

j. Notices. All notices and other communications pertaining to this Agreement shall be in writing and shall be deemed duly to have been given if personally delivered to the other party, sent by facsimile or if sent by the United States Postal Service certified mail, return receipt requested, postage prepaid or by Federal Express, United Parcel Service or other nationally-recognized overnight carrier. All notices or communications between Drexel and Service Provider pertaining to this Agreement shall be addressed as follows:

If to Drexel's Kline School of Law: 3320 Market Street, Suite 400 Office of the Dean Philadelphia, PA 19104

With a copy to: Drexel University Office of the General Counsel The Left Bank 3180 Chestnut Street Suite 101 Philadelphia, PA 19104

If to Saint Francis University:

117 Evergreen Dr. Loretto, PA 15940

Either party may change its notification address by giving written notice to that effect to the other party in the manner provided herein. Notices shall be effective upon receipt.

IN WITNESS WHEREOF, the parties, intending to be legally bound, have caused this Agreement to be executed by their duly-authorized representatives as of the date indicated below.

Wayne Powel, Ph.D

Provost Saint Francis University

In Malach Van Fandloc

Rev. Malachi Van Tassell, T.O.R., Ph.D.

President Saint Francis University

 $\frac{4/17/2018}{\text{Date}}$

Daniel M. Filler, J.D.

Dean Drexel University Thomas R. Kline School of Law

John A. Fry

President
The Drexel University Thomas R.
Kline School of Law

4 24 18 Date