

**LECOM School of Dental Medicine
Early Acceptance Program**

Provided through an

AFFILIATION AGREEMENT

between

SAINT FRANCIS UNIVERSITY

Loretto, PA

AND

**LAKE ERIE COLLEGE OF
OSTEOPATHIC MEDICINE**

Erie, PA

**LECOM School of Dental Medicine
Early Acceptance Program
AFFILIATION AGREEMENT
With
St. Francis University
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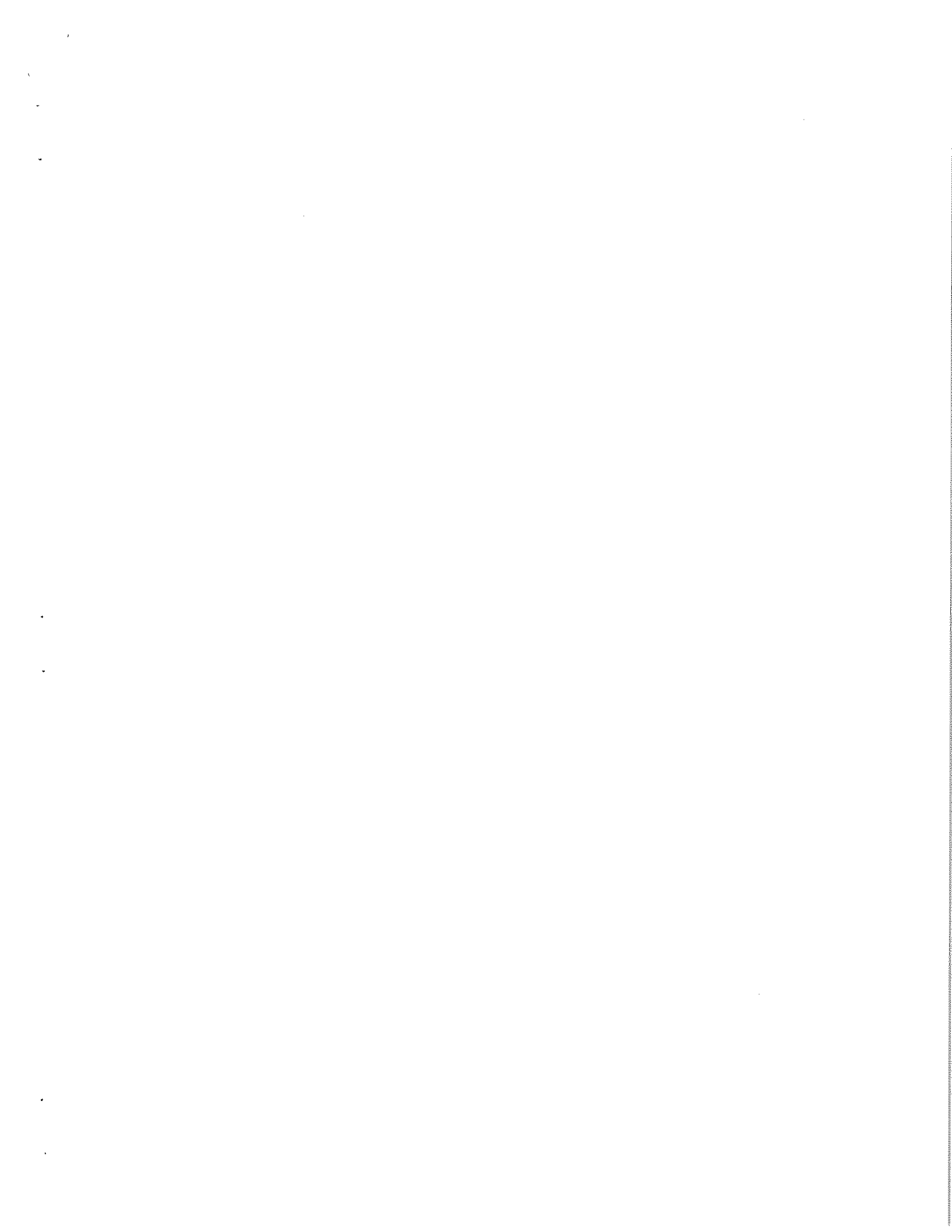
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***LECOM School of Dental Medicine
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1. Article I: Introduction

- 1.1 Parties.** This Affiliation Agreement (Agreement) is made by and between St. Francis University (St. Francis University) located at PO Box 600, Loretto PA 15940-0600 and the Lake Erie College of Osteopathic Medicine (LECOM) located at 1858 West Grandview Blvd., Erie, Pennsylvania, 16509.
- 1.2 Relationship of Parties.** The relationship between the parties to this Agreement and to each other is that of independent contractors. In performance of services, duties and obligations under this Agreement, LECOM and St. Francis University shall be, and at all times are acting and performing as independent contractors and nothing contained herein is intended to, nor will it create the relationship of partnership, joint venture, agency or employment between LECOM and St. Francis University, or their respective officers, trustees, directors, servants, employees or staff.
- 1.3 Purpose.** The purpose of the Agreement is to establish an affiliation between the institutions whereby the parties will define the criteria for St. Francis University students to become eligible for early acceptance into LECOM's School of Dental Medicine; leading to the Doctor of Dental Medicine degree, D.M.D.
- 1.4 Consideration.** The parties execute this Agreement in consideration of their mutual objective to establish an Early Acceptance Program (EAP) and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged and agreed to by the parties.
- 1.5 Early Acceptance Program.** This Agreement establishes an EAP pursuant to which St. Francis University undergraduate students are enrolled simultaneously by St. Francis University and by LECOM as participants in EAP. The EAP is designed to facilitate the admission of St. Francis University students into LECOM's Doctor of Dental Medicine program. LECOM will interview students prior to their enrollment at St. Francis University or within the first two years of study at St. Francis University. Students interviewing successfully will be offered a provisional acceptance to LECOM's Doctor of Dental



2.2.5 St. Francis University retains the right to dismiss students from the EAP for academic or disciplinary reasons, in accordance with St. Francis University guidelines.

2.3 **Number of Students Accepted.** Each academic year, a maximum of five (5) students will be accepted by LECOM into Phase II from St. Francis University's EAP.

2.3.1 To allow for attrition from the time of EAP enrollment until LECOM matriculation, up to 10 St. Francis University students with the same year of LECOM matriculation may be enrolled in Phase I of the EAP. Should more than five of the 10 enrolled students meet the final acceptance criteria, LECOM will permit them to matriculate.

2.3.2 St. Francis University and LECOM reserve the right to limit the number of students enrolled in this EAP.

2.3.3 LECOM reserves the right to amend this agreement to either increase or decrease the number of students accepted for LECOM matriculation each academic year.

2.3.4 LECOM will notify St. Francis University of its intent to change the number of students accepted for LECOM matriculation each academic year from St. Francis University at least 12 months prior to making the change

2.3.4.1 The decision to increase the number of EAP students accepted for LECOM matriculation will be based upon seat availability at LECOM and a demonstrated need by St. Francis University to ensure that more students may advance to Phase II of the EAP.

2.3.4.2 A decrease in the number of EAP students accepted for LECOM matriculation will be based upon seat availability at LECOM. LECOM shall make such determination, and inform St. Francis University thereof, not less than sixty (60) days prior to the applicable deadline for students to apply to this EAP.

2.4 **St. Francis University/ LECOM Responsibility.** Consultation and communication on program evaluations and student progress should be maintained by the Representative and by LECOM's Office of Student Affairs.

2.4.1 LECOM will provide the Representative and St. Francis University's Admissions office with a copy of the LESPM prior to the start of a new EAP interview cycle.

2.4.2 At the EAP interview, LECOM will provide each applicant with a copy of the LESPM.

- 2.4.3** LECOM will provide the Representative and Admissions office with the name and contact information of any high school applicant that has completed an EAP inquiry and listed St. Francis University as a school to which they may apply.
- 2.4.3.1** LECOM will notify the Representative whenever a change in the applicant's EAP status occurs.
- 2.4.4** LECOM will provide the Representative with the EAP interview status of all St. Francis University students who have applied to enroll in the EAP within two weeks of their interview.
- 2.4.5** All interviews will be conducted by LECOM and must be in-person; either on a LECOM campus or at an off campus location designated by LECOM. Videoconferencing and phone interviews are not acceptable. No additional interview will be required prior to entering Phase II.
- 2.4.6** Following the successful LECOM interview, St. Francis University must approve the Phase I participation of each applicant that will matriculate or is matriculated at St. Francis University.
- 2.4.7** LECOM will provide the Representative with a copy of the student's provisional letter of acceptance and signed Record Release Form.
- 2.4.8** LECOM will conditionally reserve a seat for all St. Francis University students with a provisional letter of acceptance.
- 2.4.9** The Representative will provide counseling to students and evaluate each enrolled student's performance in accordance with the requirements as stated herein.
- 2.4.9.1** Subject to FERPA guidelines, the Representative will notify LECOM if a student has been subject to any academic or disciplinary action taken by St. Francis University.
- 2.4.10** LECOM will calculate and review the Cumulative Overall GPA and the Cumulative Science GPA in February and July of each year.
- 2.4.11** While St. Francis University and LECOM will exercise reasonable care and diligence in the advisement of students concerning requirements for admission to Phase I or Phase II, failure of a student to comply with any of the requirements for admission to Phase I or Phase II shall not be deemed a breach of this Agreement by St. Francis University or LECOM and St. Francis University or LECOM shall have no liability as a result of a student's failure to comply with such requirements.
- 2.4.12** LECOM will advise the Representative if a St. Francis University student is in danger of being removed from the EAP.

for any reason and consult with the Representative prior to removing such St. Francis University student; provided however, that LECOM shall retain final discretion to remove any such student from the EAP.

2.4.13 St. Francis University will provide a LECOM recruiter with the opportunity to meet with EAP enrolled students and students not enrolled in the EAP to discuss LECOM's programs.

2.4.14 LECOM will provide St. Francis University Admissions and the Representative with literature supporting the EAP and, if requested, one visit to the St. Francis University campus per year by a LECOM representative.

2.5 **Annual Reviews.** An annual review of the EAP will be conducted jointly by the parties to this Agreement. This review will include:

2.5.1 A review of enrolled students' performance and progress;

2.5.2 A review of any changes to acceptance requirements; and

2.5.3 A review of other changes to the Agreement.

2.5.4 Each party shall bear their own costs incurred in connection with such review

3. Article III: Degree Awarded

3.1 **Baccalaureate Degree for the EAP.** St. Francis University will award to students enrolled in the EAP a Bachelor of Science (B.S.) degree in Biology upon completing the degree requirements as outlined in the St. Francis University catalog. Upon receipt of such degree, students shall no longer be considered students of St. Francis University.

3.2 **Doctor of Dental Medicine Degree.** Students will be awarded the degree of Doctor of Dental Medicine (D.M.D.) by LECOM after successful completion of the curriculum and otherwise satisfying all requirements as identified by LECOM for graduation.

4. Article IV: General Considerations

4.1 **Publicity.** St. Francis University and LECOM may feature the EAP in their respective catalogs and admission activities, provided any publicity shall be approved in writing by the parties prior to its use. They may also refer to the Program in their career counseling of students interested in Dental Medicine, provided that any publicity shall be approved in writing by the parties prior to its use. Neither party shall make use of the other party's trademarks, trade names and service marks without the other party's prior written consent.

4.2 **Nondiscrimination/Anti-Harassment Clause.** During the term of this Agreement, the Parties agree as follows:

4.2.1 To continue their respective policies of nondiscrimination per Title VI of the Civil Rights Act of 1964, Title IX of the

Educational Amendments Act of 1972, and all other applicable local, state and federal laws, including, but not limited to, Title III of the Americans with Disabilities Act; and

4.2.2 To establish and maintain a written anti-harassment policy and inform their students and employees of the policy. The policy must contain a notice that harassment of any kind will not be tolerated and employees, students or others who engage in such conduct will be disciplined or sanctioned.

4.3 **Amendment of Requirements.** From time to time, St. Francis University may amend the requirements for the Bachelor of Science (B.S.) degree and LECOM may amend the requirements for admission to the Doctor of Dental Medicine Program.

4.3.1 Amendments to LECOM's admission requirements resulting from changes made by the LECOM's accreditation agencies will become effective in accordance with the dates specified by the agency making the change. The specified changes will apply to all students currently enrolled in the EAP; provided, however, that any students currently enrolled in the EAP shall have all deadlines extended by a reasonable period of time permitting such students to satisfy such changes.

4.3.2 Students currently enrolled in the EAP and those enrolling within 12 months from the effective date of an amendment to LECOM's admission requirements will be exempt from the amendment to LECOM's admission requirements, except those covered by line 6.3.1. The new requirements will apply to all other students and applicants. If a LECOM admission requirement is reduced or removed by an amendment, the change will immediately apply to all currently enrolled students and new enrollees.

4.3.3 Any amendments made to the pre-dental program requirements at St. Francis University affecting an enrolled student must comply with LECOM's minimum requirements as listed in the LESPM.

4.3.4 In the event that such amendment(s) may occur, the amending party shall notify the other of any change(s) prior to January 1st of the academic year in which the change(s) first apply.

4.4 **Term of Agreement.** This Agreement shall commence upon being signed by both parties and shall continue from academic year to academic year unless terminated in accordance with the provisions of this Agreement.

4.5 **Termination of Agreement.** St. Francis University or LECOM may terminate this Agreement for any reason with ninety (90) days written notice, which shall be given by Registered or Certified Mail service or by nationally recognized overnight delivery service upon the party's principal business address and directed to the attention of the

President of the appropriate institution. Either party may terminate this Agreement immediately by written notice to the other Party upon the occurrence of any of the following events involving the non-terminating Party:

4.5.1 Bankruptcy, receivership or dissolution of the Party;

4.5.2 The Party losing its ability to transact business;

4.5.3 Refusal by the Party to abide by the law, regulatory requirements or a material term or obligation set forth in this Agreement;

4.5.4 Loss of accreditation;

4.5.5 The notification from a federal, state or accrediting body that the LECOM's Doctor of Dental Medicine program does not comply with applicable standards.

4.5.6 Each Party is obligated to provide the other Party with written notice, within five days of knowledge or notice of 4.5.1, 4.5.2, 4.5.3, 4.5.4, 4.5.5.

4.5.7 In the event of notice described in 4.5.6 and or termination, described in 4.5, the Parties to this Agreement will meet and will confer and cooperate in good faith to ensure that all necessary and appropriate notices are provided to Students, will honor commitments to any student currently enrolled in the EAP to the fullest extent possible.

4.6 **Mutual Indemnification.** Each Party agrees to indemnify, defend and hold harmless the other Party and its officers, directors, trustees, employees, agents and representatives from all costs, losses, damages, liabilities, expenses, demands and judgments, including court costs and reasonable attorney's fees, to the extent that the same arises out of or results from the acts or omissions of the indemnifying Party. All indemnity obligations shall survive any end to this Agreement. Without limiting the foregoing, LECOM expressly agrees to indemnify defend and hold harmless St. Francis University and its officers, directors, employees, agents and representatives from all Claims arising from LECOM's acceptance, enrollment, or ongoing matriculation decisions (e.g., removing a St. Francis University student from EAP or failing to enroll a student in or accept into Phase II any St. Francis University student enrolled in the EAP).

4.7 **Liability.** Neither LECOM nor St. Francis University assumes any liabilities to each other. As to liability for damage, injuries or death to persons, or damages to property, St. Francis University and LECOM do not waive any defense as a result of entering into this Agreement. This provision shall not be construed to limit either party's rights, obligations, liabilities, claims or defenses that arise as a matter of law pursuant to any provisions of this Agreement.

4.8 **Modifications.** The terms of this Agreement may not be modified unless a modification is agreed to by both parties, in writing.

4.9 **Confidentiality.** The parties acknowledge that, during the term and in the course of performing their obligations hereunder, each party may receive or become exposed to confidential information of the other party and the other party's students, alumni, faculty, and staff. Confidential information shall include without limitation, all information provided by one party to the other, whether intentionally, unintentionally, directly or indirectly, relating to any student, former student, alumni or other person affiliated, or previously affiliated with the disclosing party (including, but not limited to, names, addresses, phone numbers, social security numbers, or any and all other personally identifiable information).

Each party acknowledges and agrees that the other party's confidential information shall remain the exclusive property of the other party. Neither party shall use or permit any other entity to use the confidential information for any purpose other than as required to perform its obligations under this Agreement. Neither party shall disclose any confidential information to any third party, except as expressly permitted under this Agreement or by applicable law. Confidential information shall only be used for the sole purposes defined in this Agreement, and any other use shall be deemed to be a material breach of this Agreement and, in addition to all other remedies available hereunder, the non-breaching party shall be entitled to seek injunctive relief to prevent any use of confidential information not wholly consistent with the uses specified in this Agreement. In performing its duties hereunder, each party shall fully comply with all of the requirements of the Family Educational Rights and Privacy Act (FERPA), the regulations promulgated there under and all other applicable federal, state and local law.

4.10 **Privacy.** Both parties acknowledge that they will obtain contact information for students being considered for, or enrolled in, the program. Both parties agree that the exclusive use of any student information is to fulfill their respective obligations under this Agreement and further agrees not to release any information in the student profile to any third party. To the extent either party is in possession of any student record or information, such record or information shall be handled in accordance with all applicable Federal, State and local laws including but not limited to the Family Educational Rights and Privacy Act (FERPA).

4.11 **No Third Party Beneficiary.** Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the parties that any such person or entity, other than the parties hereto, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

- 4.12 **Compliance with Law.** Each party shall comply with all applicable laws, regulations or ordinances and maintain in effect all of the licenses, permission, authorizations, consents and permits that it needs to carry out its obligations under this agreement.
- 4.13 **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties and supersedes all prior communications, agreements and understandings, written or oral, with respect to the subject matter of this Agreement.

[Signature Page Follows]

**LECOM School of Dental Medicine
Early Acceptance Program**

**AFFILIATION AGREEMENT
with
St. Francis University**

The Affiliation Agreement, as presented in the preceding pages of this document, will become effective when all parties listed below have signed the Agreement.

Mathew Bateman 9/30/2020
Mathew Bateman, Ph.D., D.H. Ed. Date
Dean of the School of
Dental Medicine
Lake Erie College of
Osteopathic Medicine

Karan Powell 6/15/2020
Karan Powell, Ph.D. Date
Vice President for Academic Affairs
Saint Francis University

John M. Ferretti 9/30/2020
John M. Ferretti, D.O. Date
President
Lake Erie College of
Osteopathic Medicine

Susan Reimer 16 June 2020
Susan Reimer, Ph.D. Date
Professor of Biology
Saint Francis University

