

**LECOM Pharmacy School
Early Acceptance Program**

Provided through an
AFFILIATION AGREEMENT

between

SAINT FRANCIS UNIVERSITY

Loretto, PA

AND

**LAKE ERIE COLLEGE OF
OSTEOPATHIC MEDICINE**

Erie, PA

**School of Pharmacy
Early Acceptance Program
AFFILIATION AGREEMENT
With
St. Francis University
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LECOM School of Pharmacy
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Provided through an
AFFILIATION AGREEMENT
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St. Francis University

1. Article I: Introduction

- 1.1 Parties.** This Affiliation Agreement (Agreement) is made by and between St. Francis University (St. Francis) 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 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, 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 students to become eligible for early acceptance into LECOM's School of Pharmacy; leading to the Doctor of Pharmacy degree, Pharm. 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 to which St. Francis undergraduate students are enrolled simultaneously by St. Francis and by LECOM as participants in the EAP. The EAP is designed to facilitate the admission of St. Francis students into LECOM's Doctor of Pharmacy program. LECOM will interview qualified students prior to their enrollment at St. Francis or within the first two years of study at St. Francis. Students interviewing successfully will be offered a provisional acceptance to

LECOM's Doctor of Pharmacy program. Upon meeting the criteria for final acceptance, they will matriculate at the LECOM campus of their choice.

Because this is a demanding professional program, the requirements listed for acceptance have been established to demonstrate that the student is capable of handling the rigorous course load.

1.6 Representatives. Each party shall designate a representative responsible for expediting and directing applications and admissions to the EAP.

1.6.1 St. Francis designates its Health Professions Advisory Committee or Marian Langer, Ph.D. to be its representative (the Representative) to the EAP. The Representative may be changed by St. Francis in its sole discretion.

1.6.2 LECOM designates John Wojtkielewicz or the Office of Student Affairs to be its representative to the EAP.

1.6.3 In the event a party changes representatives, it shall notify the other of the change in writing as soon as practical.

2. Article II: Program Considerations

2.1 Phases. The EAP is comprised of two phases. Phase I is defined as the years of undergraduate education while at St. Francis. Phase II consists of the pharmacy school education while at LECOM and its associated clinical training sites.

2.2 Tracks. The EAP offers three tracks:

2.2.1 The "4+" track is the recommended track for most students. It is comprised of two phases. Phase I consists of four years of undergraduate education at St. Francis. Phase II consists of three years of pharmacy school education at LECOM's Erie campus or four years of pharmacy school education at the Bradenton campus and their associated clinical training sites.

2.2.2 The "3+" track is available to all students but is typically utilized by the highly motivated student who wishes to enter pharmacy school before receiving an undergraduate degree. It is comprised of two phases. Phase I consists of three years of undergraduate education at St. Francis. Phase II consists of three years of pharmacy school education at LECOM's Erie campus or four years of pharmacy school education at the Bradenton campus and their associated clinical training sites.

2.2.2.1 At St. Francis's discretion, this program will permit the student to receive a baccalaureate degree from St. Francis after the completion of the first year at LECOM.

2.2.2.2 Students in this track may not receive an undergraduate degree if they fail to successfully complete any of the first year Pharmacy courses.

2.2.3 The "2+" track is available to the exceptional student who has the maturity and intellectual capability to enter a professional school after completing only two years of undergraduate study. Phase I consists of two years of undergraduate education at St. Francis. Phase II consists of three years of pharmacy school education at LECOM's Erie campus or four years of pharmacy school education at the Bradenton campus and their associated clinical training sites.

2.2.3.1 No undergraduate degree will be awarded.

2.3 Enrollment. All applicants who are U.S. citizens or lawful permanent residents, have met St. Francis entrance requirements, who will be or are currently full time students at St. Francis and meet or exceed the minimum Admissions Criteria listed in the LECOM EAP Student Policy Manual (LESPM), are eligible to enroll in Phase I of the EAP.

2.3.1 International applicants holding an F-1VISA may apply.

2.3.1.1 They must be able to provide an official background check from any previous country in which he or she has lived within at least the last 5 years; and

2.3.1.2 They must agree to the requirements stated in Addendum A;

2.3.2 Applicants that have already earned a four-year undergraduate degree are not eligible.

2.3.3 Application to enroll in the EAP may occur prior to matriculation at St. Francis; i.e., as a high school senior, or after matriculation at St. Francis. Application to the EAP is initiated by an inquiry through a link on the LECOM portal (<http://portal.lecom.edu>).

2.3.4 St. Francis may establish its own supplemental application to determine participation in the LECOM EAP.

2.3.5 An applicant is considered to be officially enrolled in the EAP as of the date shown on the provisional letter of acceptance.

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

2.4 **Number of Students Accepted.** Each academic year, a maximum combined total (Bradenton campus and Erie campus) of five (5) students will be accepted by LECOM into Phase II from St. Francis's EAP.

2.4.1 To allow for attrition from the time of EAP enrollment until LECOM matriculation, up to 10 St. Francis 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.

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

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

2.4.3.1 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 to ensure that more students may advance to Phase II of the EAP.

2.4.3.2 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 thereof, not less than sixty (60) days prior to the applicable deadline for students to apply to this EAP

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

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

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

2.5.3 LECOM will provide St. Francis's 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 as a school to which they may apply.

- 2.5.3.1 LECOM will notify St. Francis whenever a change of the applicant's EAP status occurs.
- 2.5.4 LECOM will provide the Representative with the EAP interview status of all St. Francis's students who have applied to enroll in the EAP within two weeks of their interview.
- 2.5.5 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.
- 2.5.6 Following the successful LECOM interview, St. Francis must approve the Phase I participation of each applicant that will matriculate or is matriculated at St. Francis.
- 2.5.7 LECOM will provide the Representative with a copy of the student's provisional letter of acceptance and signed Record Release Form.
- 2.5.8 The Representative will provide counseling to students and evaluate students' performance in accordance with the requirements as stated herein.
- 2.5.8.1 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
- 2.5.9 LECOM will calculate and review the Cumulative Overall GPA and the Cumulative Science GPA in February and July of each year.
- 2.5.10 While St. Francis 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 or LECOM. St. Francis or LECOM shall have no liability as a result of a student's failure to comply with such requirements
- 2.5.11 LECOM will advise the Representative if a St. Francis student is in danger of being removed from the EAP for any reason and consult with the Representative prior to removing such St. Francis's student; provided however, that LECOM shall retain final discretion to remove any such student from the EAP.

2.5.12 St. Francis will provide a LECOM recruiter with the opportunity to meet with enrolled and non-enrolled students to discuss LECOM's programs.

2.5.13 LECOM will provide St. Francis's Admissions and the Representative literature supporting the EAP and, if requested, one visit per year by a LECOM representative.

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

2.6.1 A review of enrolled students' performance and progress;

2.6.2 A review of any changes to acceptance requirements; and

2.6.3 A review of other changes to the Agreement.

2.6.4 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.**

3.1.1 4+4 Track.

3.1.1.1 St. Francis will award to students enrolled in the "4+4" track a baccalaureate degree in an appropriate field upon their completing the degree requirements as outlined in the St. Francis catalog. Upon receipt of such degree, students shall no longer be considered students of St. Francis.

3.1.2 3+4 Track.

3.1.2.1 Students in the "3+" track must request a LECOM transcript be sent to St. Francis in order to receive their undergraduate degree. The transcript must show:

3.1.2.2 A grade of "C" or better in each LECOM course used to satisfy St. Francis's degree requirements; and minimum of 30 credit hours toward the Doctor of Pharmacy degree. Upon completion of a student's third year at St. Francis, such student shall cease to be a student of St. Francis and become a student of LECOM.

3.1.3 Upon receipt of the LECOM transcript, St. Francis will then confer the appropriate baccalaureate degree upon these students at their next regularly scheduled graduation ceremony.

3.1.4 2+4 Track. A baccalaureate degree will not be awarded. Upon completion of a student's second year at St. Francis, such student shall cease to be a student of St. Francis and become a student of LECOM

3.1.5 **Doctor of Pharmacy Degree.** Students will be awarded the degree of Doctor of Pharmacy (Pharm. D.) by LECOM after successfully completing the entire three-year at Erie or four-year at Bradenton pharmacy curriculum (The LESPM), and otherwise satisfying all of the other requirements as identified by LECOM for graduation.

4. Article VI: General Considerations

4.1 **Publicity.** St. Francis 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 Pharmacy, 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 Titles 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, including discrimination based upon sexual orientation, 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 may amend the requirements for the baccalaureate degree and LECOM may amend the requirements for admission to the Doctor of Pharmacy 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 and to all applicants to 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-pharmacy program requirements at St. Francis 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 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 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 Osteopathic 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, employees, agents and representatives from all costs, losses, damages, liabilities, expenses, demands and judgments, including court costs and reasonable attorney's fees, directly or indirectly arising out of or resulting from the acts or omissions of the indemnifying Party. All indemnity obligations shall survive any end to this Agreement.

4.7 **Liability.** Neither LECOM nor St. Francis assumes any liabilities to each other. As to liability for damage, injuries or death to persons, or damages to property, St. Francis 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.

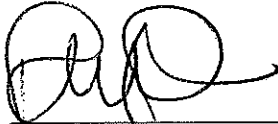
- 4.10 Privacy.** Both parties acknowledge that they will obtain contact information for students being considered for, or enrolled in, the program. Both parties agree that the exclusive use of any student information is to fulfill their respective obligations under this Agreement and further agrees 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, including Addendum A, 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]

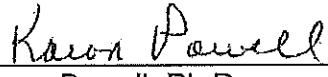
**LECOM School of Pharmacy
Early Acceptance Program**

**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.



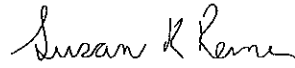
Rachel Ogden, Pharm.D. Date
Dean of the School of Pharmacy
Lake Erie College of
Osteopathic Medicine



Karan Powell, Ph.D. Date
Vice President for Academic Affairs
Saint Francis University



John M. Ferretti, D.O. Date
President
Lake Erie College of
Osteopathic Medicine



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

ADDENDUM A

INTERNATIONAL STUDENTS

The following policy has been established for international candidates applying for admission to LECOM and/or for students with credentials from a college or university not in the U.S.:

- International students applying for admission to LECOM must meet all general admissions requirements as stated in our admissions policy and Supplemental Application.
- A minimum of two (2) years undergraduate training (60 semester hours of credit) must be completed at a United States institution of higher education prior to consideration for admission to LECOM. Proficiency in the English language; both written and spoken, is required.
- All course work taken at foreign institutions must be evaluated by World Education Services, Inc., P.O. Box 745, Old Chelsea Station, New York, NY 10011, (212) 966-6311, or Josef Silny & Associates, Inc., International Education Consultants, P.O. Box 248233, Coral Gables, FL, 33124, (305) 666-0233.
- Credit for advanced standing will not be given for any work completed in foreign graduate or medical schools. All students must apply for first-year status.
- International students must have permanent residency status (Alien Registration Card) to be eligible to receive any type of financial assistance through the College loan programs.
- International students not having their permanent residency status must provide written proof of ability to finance their medical education for the length of the program of study prior to being granted admission.
- International students must meet all the requirements and comply with all the regulations for temporary visas or residency status in accordance with the U.S. Immigration and Naturalization Service (INS) regulations governing retention and reporting information by the Student and Exchange Visitor Information System (SEVIS).

