

ITEMS FOR DISCUSSION AND ACTION\ACADEMIC AND PERSONNEL

June 16, 2020

ACTION: **Approve Affiliation Agreements with Lake Erie College of Osteopathic Medicine (LECOM) for the Early Acceptance Program for Wayne State College Students to Enter LECOM Medical, Pharmacy and Dental Programs**

Per Board Policy 7015, which requires Board action for approval of all academic agreements, Wayne State requests approval of the Lake Erie College of Osteopathic Medicine (LECOM) Affiliation Agreements which allow Wayne State students to enter Early Acceptance Programs in Medicine, Pharmacy or Dentistry.

The System Office and Wayne State College recommend approval of the Affiliation Agreements with Lake Erie College of Medicine for Wayne State College.

ATTACHMENTS:

- WSC LECOM EAP Medical Affiliation Agreement (PDF)
- WSC LECOM EAP Pharmacy Affiliation Agreement (PDF)
- WSC LECOM EAP Dental Affiliation Agreement (PDF)

**Affiliation Agreement
between
the Board of Trustees of the Nebraska State College
doing business as Wayne State College
and
Lake Erie College of Osteopathic Medicine**

This Affiliation Agreement (Agreement) is designed to foster a formal relationship for mutual support, shared resources, and cooperation between THE BOARD OF TRUSTEES OF THE NEBRASKA STATE COLLEGES doing business as WAYNE STATE COLLEGE (WSC) and LAKE ERIE COLLEGE OF OSTEOPATHIC MEDICINE (LECOM), collectively (Parties), regarding the admission of students into the Doctor of Osteopathic Medicine (D.O.) Program.

This Agreement sets forth the entire Agreement of the Parties and supersedes all previous agreements, prior negotiations, discussions, and proposals.

1. Article I: Introduction

- 1.1 Parties.** This Agreement is made by and between Wayne State College (WSC) located at 1111 Main Street, Wayne, NE 68787 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 WSC 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 WSC, or their respective officers, trustees, directors, servants, employees or staff.
- 1.3 Purpose.** The purpose of this Agreement is to establish an affiliation between the institutions whereby the Parties will define the criteria for WSC students to become eligible for early acceptance into LECOM's College of Medicine; leading to the Doctor of Osteopathic Medicine degree, D.O.
- 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 WSC undergraduate students are enrolled simultaneously by WSC and by LECOM as participants in the EAP. The EAP is designed to facilitate the admission of WSC students into LECOM's Doctor of Osteopathic Medicine program. LECOM will interview students prior to their enrollment at WSC or within the first

two (2) years of study at WSC. Students interviewing successfully will be offered a provisional acceptance to LECOM's Doctor of Osteopathic Medicine program. Upon meeting the criteria for final acceptance, they will matriculate to the LECOM campus of their choice; dependent upon space availability.

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 WSC designates Todd Young, Ph.D. to be its representative (Representative) to the EAP. The Representative may be changed by WSC in its sole discretion.

1.6.2 LECOM designates John Wojtkielewicz to be its Representative (Representative) to the EAP. The Representative may be changed by LECOM in its sole discretion.

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 (2) phases. Phase I is defined as the years of undergraduate education while at WSC. Phase II consists of the medical school education while at LECOM and its associated clinical training sites.

2.2 Enrollment. All applicants who have met WSC entrance requirements, who will be or are currently full time students at WSC 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.

2.2.1 Exceptions. The following exceptions apply:

2.2.1.1 They must be U.S. citizens or lawful permanent residents; and

2.2.1.2 They may not have already earned a four-year undergraduate degree.

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

2.2.3 WSC may establish its own supplemental application to determine participation in the EAP.

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

- 2.2.5 WSC retains the right to dismiss students from the EAP for academic or disciplinary reasons, in accordance with WSC 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 WSC's EAP.
- 2.3.1 To allow for attrition from the time of EAP enrollment until LECOM matriculation, up to 10 WSC students with the same year of LECOM matriculation may be enrolled in Phase I of the EAP. Should more than five (5) of the ten (10) enrolled students meet the final acceptance criteria, LECOM will permit them to matriculate.
- 2.3.2 WSC 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 WSC in writing of its intent to change the number of students accepted for LECOM matriculation each academic year from WSC at least twelve (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 WSC 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 WSC in writing thereof, not less than sixty (60) days prior to the applicable deadline for students to apply to this EAP and any such decrease shall be effective solely with respect to academic years following the year in which such students would be eligible for Phase II.
- 2.4 **WSC/LECOM Responsibility.** Consultation and communication on program evaluations and student progress should be maintained by WSC's and LECOM's Representatives.
- 2.4.1 The LECOM Representative will provide the WSC Representative and WSC's Admissions office with a copy of the LECOM EAP Student Policy Manual (LESPM) prior to the start of a new EAP interview cycle.
- 2.4.2 At the EAP interview, the LECOM Representative will provide each applicant with a copy of the LESPM.
- 2.4.3 The LECOM Representative will provide the WSC Representative and Admissions office in writing the name and contact information of any high school applicant that has completed an EAP inquiry and listed WSC as a school to which they may apply.

- 2.4.3.1** The LECOM Representative will notify the WSC Representative in writing whenever a change in the applicant’s EAP status occurs.
 - 2.4.4** The LECOM Representative will provide the WSC Representative in writing the EAP interview status of all WSC students who have applied to enroll in the EAP within two (2) weeks of their interviews.
 - 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.
 - 2.4.5.1** One EAP interview date will be scheduled to be held at WSC each academic year. The date of the interview will be mutually agreed upon by both Parties.
 - 2.4.5.1.1** WSC will provide the LECOM interviewers with a room large enough to interview a group of at least eight (8) applicants at a time.
 - 2.4.5.1.2** WSC will provide a room to conduct an introductory presentation that is large enough to seat all of the EAP applicants and no more than two (2) guests per applicant.
 - 2.4.6** Following the successful LECOM interview, WSC must approve the Phase I participation of each applicant who will matriculate or is matriculated at WSC.
 - 2.4.7** The LECOM Representative will provide the WSC 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 each WSC students with a provisional letter of acceptance.
 - 2.4.9** The WSC Representative will provide counseling to students and evaluate each enrolled student’s performance in accordance with the requirements as stated herein and in the LESPM.
 - 2.4.9.1** Subject to FERPA guidelines, the WSC Representative will notify the LECOM Representative in writing if a student has been subject to any academic or disciplinary action taken by WSC.
 - 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 WSC 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 WSC or LECOM and WSC or LECOM shall have no liability as a result of a student’s failure to comply with such requirements.

2.4.12 The LECOM Representative will advise the WSC Representative in writing if a WSC student is in danger of being removed from the EAP for any reason and consult with WSC Representative prior to removing such WSC student; provided however, that LECOM shall retain final discretion to remove any such student from the EAP.

2.4.13 WSC will provide a LECOM recruiter with the opportunity to meet with EAP enrolled and non-enrolled students to discuss LECOM's programs.

2.4.14 LECOM will provide WSC Admissions and Representative with literature supporting the EAP and, if requested, one (1) visit to the WSC 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 may include but not be limited to:

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 its own costs incurred in connection with such review.

3. Article III: Degree Awarded

3.1 **Baccalaureate Degree for the EAP.** WSC will award to students enrolled in the EAP a baccalaureate degree in an appropriate field upon their completing the degree requirements as outlined in the WSC catalog. Upon receipt of such degree, students shall no longer be considered students of WSC.

3.2 **Doctor of Osteopathic Medicine Degree.** Students will be awarded the degree of Doctor of Osteopathic Medicine (D.O.) by LECOM after successful completion of the medical curriculum, successfully passing COMLEX-1, COMLEX-2 CE and COMLEX-2 PE of the National Board of Osteopathic Medical Examiners, and otherwise satisfying all requirements as identified by LECOM for graduation.

4. Article IV: General Considerations

4.1 **Publicity.** WSC and LECOM may feature the EAP in their respective catalogs and admission activities, and may refer to the Program in their career counseling of students interested in Osteopathic Medicine, provided 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, WSC may amend the requirements for the baccalaureate degree and LECOM may amend the requirements for admission to the Doctor of Osteopathic 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 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 twelve (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 4.3.1. 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-medical program requirements at WSC 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 in writing 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 on July 1, 2020 and shall continue from academic year to academic year unless terminated in accordance with the provisions of this Agreement.

4.5 **Termination of Agreement.** WSC 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 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 (5) 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 and 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, trustees, 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 WSC and its officers, directors, employees, trustees, agents and representatives from all Claims arising from LECOM's acceptance, enrollment, or ongoing matriculation decisions (e.g., removing a WSC student from EAP or failing to enroll a student in or accept into Phase II any WSC student enrolled in the EAP).
- 4.7 **Liability.** Neither LECOM nor WSC assumes any liabilities to each other. As to liability for damage, injuries or death to persons, or damages to property, WSC 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 EAP. 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 Medical School
Early Acceptance Program

AFFILIATION AGREEMENT
with
Wayne State College

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

Silvia M. Ferretti, D.O.	Date
Provost, Senior Vice-President and Dean of Academic Affairs Lake Erie College of Osteopathic Medicine	

Marysz Rames, Ph.D.	Date
President Wayne State College	

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

Paul Turman, Ph.D.	Date
Chancellor Board of Trustees, Nebraska State Colleges	

**Affiliation Agreement
between
the Board of Trustees of the Nebraska State College
doing business as Wayne State College
and
Lake Erie College of Osteopathic Medicine**

This Affiliation Agreement (Agreement) is designed to foster a formal relationship for mutual support, shared resources, and cooperation between THE BOARD OF TRUSTEES OF THE NEBRASKA STATE COLLEGES doing business as WAYNE STATE COLLEGE (WSC) and LAKE ERIE COLLEGE OF OSTEOPATHIC MEDICINE (LECOM), collectively (Parties), regarding the admission of students into the Doctor of Pharmacy (Pharm.D.) Program.

This Agreement sets forth the entire Agreement of the Parties and supersedes all previous agreements, prior negotiations, discussions, and proposals.

1. Article I: Introduction

- 1.1 Parties.** This Agreement is made by and between Wayne State College (WSC) located at 1111 Main Street, Wayne, NE 68787 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 WSC 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 WSC, or their respective officers, trustees, directors, servants, employees or staff.
- 1.3 Purpose.** The purpose of this Agreement is to establish an affiliation between the institutions whereby the Parties will define the criteria for WSC 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 pursuant to which WSC undergraduate students are enrolled simultaneously by WSC and by LECOM as participants in the EAP. The EAP is designed to facilitate the admission of WSC students into LECOM's Doctor of Pharmacy

program. LECOM will interview qualified students prior to their enrollment at WSC or within the first two (2) years of study at WSC. 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 to 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 WSC designates Todd Young, Ph.D. to be its representative (Representative) to the EAP. The Representative may be changed by WSC in its sole discretion.

1.6.2 LECOM designates John Wojtkielewicz to be its representative (Representative) to the EAP. The Representative may be changed by LECOM in its sole discretion.

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 (2) phases. Phase I is defined as the years of undergraduate education while at WSC. Phase II consists of the pharmacy school education while at LECOM and its associated clinical training sites.

2.2 Tracks. The EAP offers two 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 (4) years of undergraduate education at WSC. Phase II consists of three (3) years of pharmacy school education at LECOM's Erie campus or four (4) 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 (3) years of undergraduate education at WSC. Phase II consists of three (3) years of pharmacy school education at LECOM's Erie campus or four (4) years of pharmacy school education at the Bradenton campus and their associated clinical training sites.

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

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

2.3 **Enrollment.** All applicants who are U.S. citizens or lawful permanent residents, have met WSC entrance requirements, who will be or are currently full time students at WSC 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 five (5) years; and

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

2.3.2 Applicants who 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 WSC; i.e., as a high school senior, or after matriculation at WSC. Application to the EAP is initiated by an inquiry through a link on the LECOM portal (<http://portal.lecom.edu>).

2.3.4 WSC may establish its own supplemental application to determine participation in the 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 WSC retains the right to dismiss students from the EAP for academic or disciplinary reasons, in accordance with WSC 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 WSC's EAP.

2.4.1 To allow for attrition from the time of EAP enrollment until LECOM matriculation, up to ten (10) WSC students with the same year of LECOM matriculation may be enrolled in Phase I of the EAP. Should more than five (5) of the ten (10) enrolled students meet the final acceptance criteria, LECOM will permit them to matriculate.

2.4.2 WSC 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.
- 2.4.4 LECOM will notify WSC in writing of its intent to change the number of students accepted for LECOM matriculation each academic year from WSC at least twelve (12) months prior to making the change
 - 2.4.4.1 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 WSC to ensure that more students may advance to Phase II of the EAP.
 - 2.4.4.2 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 WSC in writing thereof, not less than sixty (60) days prior to the applicable deadline for students to apply to this EAP and any such decrease shall be effective solely with respect to academic years following the year in which such students would be eligible for Phase II.
- 2.5 **WSC / LECOM Responsibility.** Consultation and communication on program evaluations and student progress should be maintained by WSC's and LECOM's Representatives.
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 - 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.

2.5.5.1 One EAP interview date will be scheduled to be held at WSC each academic year. The date of the interview will be mutually agreed upon by both Parties.

2.5.5.1.1 WSC will provide the LECOM interviewers with a room large enough to interview a group of at least eight (8) applicants at a time.

2.5.5.1.2 WSC will provide a room to conduct an introductory presentation that is large enough to seat all of the EAP applicants and no more than two (2) guests per applicant.

2.5.6 Following the successful LECOM interview, WSC must approve the Phase I participation of each applicant who will matriculate or is matriculated at WSC.

2.5.7 The LECOM Representative will provide the WSC Representative with a copy of the student's provisional letter of acceptance and signed Record Release Form.

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 - 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 its 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 WSC 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 WSC catalog. Upon receipt of such degree, students shall no longer be considered students of WSC.

3.1.2 3+4 Track

3.1.2.1 Upon completion of a student's third year at WSC, such student shall cease to be a student of WSC and become a student of LECOM

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

3.1.2.3 A grade of "C" or better in each LECOM course used to satisfy WSC's degree requirements; and

3.1.2.4 A minimum of 30 credit hours toward the Doctor of Pharmacy degree.

3.1.2.5 Upon receipt of the LECOM transcript and assuming completion of the degree requirements as outlined in WSC's catalog, WSC will then confer the appropriate baccalaureate degree upon these students at their next regularly scheduled graduation ceremony.

- 3.2 **Doctor of Pharmacy Degree.** Students will be awarded the degree of Doctor of Pharmacy (Pharm.D.) by LECOM after successfully completing the entire Erie or Bradenton pharmacy curriculum and otherwise satisfying all requirements as identified by LECOM for graduation.

4. **Article IV: General Considerations**

- 4.1 **Publicity.** WSC and LECOM may feature the EAP in their respective catalogs and admission activities, and may refer to the Program in their career counseling of students interested in Pharmacy Medicine, provided 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 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, WSC 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 twelve (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 4.3.1. 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 WSC affecting an enrolled student must comply with LECOM's minimum requirements as listed in the LESP.M.

4.3.4 In the event that such amendment(s) may occur, the amending Party shall notify the other in writing 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 on July 1, 2020 and shall continue from academic year to academic year unless terminated in accordance with the provisions of this Agreement.

4.5 **Termination of Agreement.** WSC 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 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 Pharmacy program does not comply with applicable standards.

4.5.6 Each Party is obligated to provide the other Party with written notice, within five (5) 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 and 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, to the extent 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. LECOM expressly agrees to indemnify defend and hold harmless WSC 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 WSC student from EAP or failing to enroll a student in or accept into Phase II any WSC student enrolled in the EAP).

- 4.7 Liability.** Neither LECOM nor WSC assumes any liabilities to each other. As to liability for damage, injuries or death to persons, or damages to property, WSC 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 EAP. 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
Wayne State College

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

Hershey Bell, M.D. Date
Vice-President of Academic Affairs
and Dean of the School of Pharmacy
Lake Erie College of
Osteopathic Medicine

Marysz Rames, Ph.D. Date
President
Wayne State College

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

Paul Turman, Ph. D. Date
Chancellor
Board of Trustees, Nebraska State Colleges

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 LECOM's 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).

**Affiliation Agreement
between
the Board of Trustees of the Nebraska State College
doing business as Wayne State College
and
Lake Erie College of Osteopathic Medicine**

This Affiliation Agreement (Agreement) is designed to foster a formal relationship for mutual support, shared resources, and cooperation between THE BOARD OF TRUSTEES OF THE NEBRASKA STATE COLLEGES doing business as WAYNE STATE COLLEGE (WSC) and LAKE ERIE COLLEGE OF OSTEOPATHIC MEDICINE (LECOM), collectively (Parties), regarding the admission of students into the Doctor of Dental Medicine (D.M.D.) Program.

This Agreement sets forth the entire Agreement of the Parties and supersedes all previous agreements, prior negotiations, discussions, and proposals.

1. Article I: Introduction

- 1.1 Parties.** This Agreement is made by and between Wayne State College (WSC) located at 1111 Main Street, Wayne NE 68787 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 WSC 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 WSC, or their respective officers, trustees, directors, servants, employees or staff.
- 1.3 Purpose.** The purpose of this Agreement is to establish an affiliation between the institutions whereby the Parties will define the criteria for WSC 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 WSC undergraduate students are enrolled simultaneously by WSC and by LECOM as participants in the EAP. The EAP is designed to facilitate the admission of WSC students into LECOM's Doctor of Dental Medicine program. LECOM will interview students prior to their enrollment at WSC or within the first two (2)

years of study at WSC. Students interviewing successfully will be offered a provisional acceptance to LECOM's Doctor of Dental Medicine program. Upon meeting the criteria for final acceptance, they will matriculate to the LECOM Bradenton, FL campus.

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 WSC designates Todd Young, Ph.D. to be its representative (Representative) to the EAP. The Representative may be changed by WSC in its sole discretion.

1.6.2 LECOM designates John Wojtkielewicz to be its representative (Representative) to the EAP. The Representative may be changed by LECOM in its sole discretion.

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 (2) phases. Phase I is defined as the years of undergraduate education while at WSC. Phase II consists of the dental school education while at LECOM and its associated clinical training sites.

2.2 Enrollment. All applicants who have met WSC entrance requirements, who will be or are currently full time students at WSC 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.

2.2.1 Exceptions. The following exceptions apply:

2.2.1.1 They must be U.S. citizens or lawful permanent residents; and

2.2.1.2 They may not have already earned a four-year undergraduate degree.

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

2.2.3 WSC may establish its own supplemental application to determine participation in the EAP.

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

- 2.2.5 WSC retains the right to dismiss students from the EAP for academic or disciplinary reasons, in accordance with WSC 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 WSC's EAP.
- 2.3.1 To allow for attrition from the time of EAP enrollment until LECOM matriculation, up to ten (10) WSC students with the same year of LECOM matriculation may be enrolled in Phase I of the EAP. Should more than five (5) of the ten (10) enrolled students meet the final acceptance criteria, LECOM will permit them to matriculate.
- 2.3.2 WSC 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 WSC in writing of its intent to change the number of students accepted for LECOM matriculation each academic year from WSC at least twelve (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 WSC 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 WSC in writing thereof, not less than sixty (60) days prior to the applicable deadline for students to apply to this EAP and any such decrease shall be effective solely with respect to academic years following the year in which such students would be eligible for Phase II.
- 2.4 **WSC/LECOM Responsibility.** Consultation and communication on program evaluations and student progress should be maintained by WSC's and LECOM's Representatives.
- 2.4.1 The LECOM Representative will provide the WSC Representative and WSC's Admissions office with a copy of the LECOM EAP Student Policy Manual (LESPM) prior to the start of a new EAP interview cycle.
- 2.4.2 At the EAP interview, the LECOM Representative will provide each applicant with a copy of the LESPM.
- 2.4.3 The LECOM Representative will provide the WSC Representative and WSC's Admissions office in writing the name and contact information of any high school applicant that has completed an EAP inquiry and listed WSC as a school to which they may apply.

- 2.4.3.1** The LECOM Representative will notify the WSC Representative in writing whenever a change in the applicant's EAP status occurs.
- 2.4.4** The LECOM Representative will provide the WSC Representative in writing the EAP interview status of all WSC students who have applied to enroll in the EAP within two (2) weeks of their interviews.
- 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.
 - 2.4.5.1** One EAP interview date will be scheduled to be held at WSC each academic year. The date of the interview will be mutually agreed upon by both Parties.
 - 2.4.5.1.1** WSC will provide the LECOM interviewers with a room large enough to interview a group of at least eight (8) applicants at a time.
 - 2.4.5.1.2** WSC will provide a room to conduct an introductory presentation that is large enough to seat all of the EAP applicants and no more than two (2) guests per applicant.
- 2.4.6** Following the successful LECOM interview, WSC must approve the Phase I participation of each applicant who will matriculate or is matriculated at WSC.
- 2.4.7** The LECOM Representative will provide the WSC 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 each WSC student with a provisional letter of acceptance.
- 2.4.9** The WSC 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 WSC Representative will notify the LECOM Representative in writing if a student has been subject to any academic or disciplinary action taken by WSC.
- 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 WSC 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 WSC or LECOM, and WSC or LECOM shall have no liability as a result of a student's failure to comply with such requirements.

2.4.12 The LECOM Representative will advise the WSC Representative in writing if a WSC student is in danger of being removed from the EAP for any reason and consult with the WSC Representative prior to removing such WSC student; provided however, that LECOM shall retain final discretion to remove any such student from the EAP.

2.4.13 WSC will provide a LECOM recruiter with the opportunity to meet with EAP enrolled and non-enrolled students to discuss LECOM's programs.

2.4.14 LECOM will provide WSC Admissions and Representative with literature supporting the EAP and, if requested, one (1) visit to the WSC 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 may include but not be limited to:

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 its own costs incurred in connection with such review.

3. Article III: Degree Awarded

3.1 **Baccalaureate Degree for the EAP.** WSC will award to students enrolled in the EAP a baccalaureate degree in an appropriate field upon their completing the degree requirements as outlined in the WSC catalog. Upon receipt of such degree, students shall no longer be considered students of WSC.

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.** WSC and LECOM may feature the EAP in their respective catalogs and admission activities, and may refer to the Program in their career counseling of students interested in Dental Medicine, provided 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, WSC may modify the requirements for the baccalaureate 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 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 twelve (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 4.3.1. 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 WSC 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 in writing of any change(s) prior to January 1st of the academic year in which the change(s) first apply.

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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 (5) 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 and will honor commitments to any student currently enrolled in the EAP to the fullest extent possible.
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[Signature Page Follows]

LECOM School of Dental Medicine
Early Acceptance Program

AFFILIATION AGREEMENT
with
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Mathew Bateman, Ph.D., D.H. Ed. Dean of the School of Dental Medicine Lake Erie College of Osteopathic Medicine	Date	Marysz Rames, Ph.D President Wayne State College	Date
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John M. Ferretti, D.O. President Lake Erie College of Osteopathic Medicine	Date	Paul Turman, Ph.D Chancellor Board of Trustees, Nebraska State Colleges	Date
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