

MEMORANDUM OF AGREEMENT
Between the
BOARD OF TRUSTEES OF THE NEBRASKA STATE COLLEGES
doing business as
CHADRON STATE COLLEGE
And
ROCKY VISTA UNIVERSITY

This Memorandum of Agreement (Agreement) is designed to foster a collaborative partnership between the Board of Trustees of the Nebraska State Colleges, doing business as Chadron State College (CSC) and Rocky Vista University - Colleges of Medicine (RVU-COMs), collectively (Parties), through the creation of an early acceptance program.

Under the provisions of this Agreement, CSC and RVU-COMs agree to the following conditions:

1. RVU-COM's Early Acceptance Program (EAP) will grant a provisional acceptance to highly motivated students at CSC.
2. RVU-COM's representatives will meet with interested pre-health students to increase awareness of osteopathic medicine, RVU-COMs and the EAP. RVU-COMs representatives will include a minimum of two faculty members (Terminal Degree and clinician) and an admissions representative. RVU-COMs will promote the program via their web site and catalog/student handbook.
3. Students in good standing in the EAP will not be required to take the MCAT. Students will gain early exposure to and support from RVU-COMs.
4. Preliminary details regarding the program are as follows:

Student Eligibility Requirements:

- Students will be eligible to apply after the completion of a minimum of sixty (60) semester hours of course work (typically the end of their sophomore year) up to the semester prior to matriculation.
- Prior to application, students must have completed a minimum of eight (8) semester hours of Biology (General Biology 1 & 2 with Lab), General Chemistry 1 & 2, English Composition plus one (1) writing intensive course.
- Students must have achieved a minimum science and overall GPA of 3.4 on a 4.0 scale. Science GPA calculations will follow the American Association of Colleges of Osteopathic Medicine Application Service (AACOMAS) guidelines and will not include grades for math courses.
- Students are encouraged to shadow an Osteopathic Physician and provide a letter of recommendation as part of their application. If the student cannot shadow an

Osteopathic Physician, the student must document exposure to healthcare and knowledge of the role of an Osteopathic Physician in healthcare. Alternative experiences can include job shadowing other physicians, work in the healthcare field combined with readings, or exploration of online resources about Osteopathic Physicians.

EAP Application Process:

- Students will complete an application for entrance to the EAP.
- Students will provide a letter of recommendation from an Osteopathic Physician (preferred) or another healthcare worker.
- Students will be interviewed by the CSC Health Profession's Advisory Board or individual designated by the Health Profession's Advisory Board.
- The designated CSC Health Professions Coordinator will forward student applications, a letter of recommendation based on the CSC interview, official transcripts, evidence of shadowing and letter of recommendation from a physician, and resume outlining service activities to the designated RVU-COMs admissions representative.
- The designated RVU-COMs admissions representative will assemble all materials for presentation to the RVU-COMs Admissions Committee who will determine which candidates to invite to campus for an interview with RVU-COMs. Alternatively, the RVU-COMs Admissions Committee may meet the candidates on the CSC campus. The RVU-COMs Admissions Committee will review applications and interview results and provide recommendations to the Dean who will make the final determination of provisional acceptance.

EAP Requirements and Benefits Upon Acceptance:

- Students will be assigned to a RVU-COMs student ambassador/mentor who will provide a student's perspective of life at RVU-COMs.
- Students will be encouraged to spend a minimum of two (2) days at RVU-COMs. The visit will include attending class with their mentor, meeting with the RVU-COMs Educational Specialist for study skills and learning style assessment, and exposure to the anatomy and Osteopathic Principles and Practices (OPP) labs. CSC will coordinate an annual trip for prospective students, students in the EAP, and CSC faculty. Travel and accommodations will be funded by CSC. RVU-COMs will provide meals.
- Students may have the option of participating in medical service trips or other community service opportunities with RVU-COMs students.

- Students must meet with their CSC advisor during each advising month. The advisor will provide an update to RVU-COMs on the student's progress. Students must maintain a minimum of a 3.4 science and overall GPA and must earn a grade of "B" or better in all required courses. Those who fall below the minimum requirement will undergo review by CSC's Health Professions Advisory Board, which is detailed below. RVU-COMs Faculty will also monitor the progress of each student upon completion of each semester.
- Students must abide by the highest ethical standards. Those students who are subjected to any form of disciplinary action, which include both criminal offenses and academic dishonesty, will undergo review by CSC's Health Professions Advisory Board, which is detailed below.
- Students must submit an AACOMAS application designating one of the RVU-COMs prior to January 1 of the year of matriculation.
- Students in good standing are not required to present MCAT scores.
- Students must receive a bachelor's degree and complete the following additional course work prior to matriculation:
 - Organic Chemistry 1 and 2 with Lab
 - Biochemistry and Advanced Biochemistry
 - Physics 1 & 2 with Lab
 - Human Anatomy with Cadaver Lab
 - Human Physiology
 - Two (2) additional higher-level biology (e.g. Microbiology, Developmental Biology, Immunology, Genetics, Molecular Biology, Hematology, Parasitology, Pathogenic Microbiology, etc.)
- Students selected to participate in the EAP must submit a deposit of \$2000 prior to January 1st of the year they will matriculate. This deposit will be applied to the students' tuition upon matriculation. CSC will provide opportunities for students to earn the money for their deposit.
- Students must complete all other application requirements established by RVU-COMs for traditional students (e.g. passing a background check and drug screen; providing a medical history and proof of immunizations, etc.)

Process of Review for Academic or Ethical Issues:

- Students who have violated the CSC Academic or Ethical Standards outlined in the CSC Student Handbook will be reviewed by the CSC Health Profession's Advisory Board.
- The CSC Health Profession's Advisory Board will interview the student and evaluate the severity of the situation. A recommendation for consequences will be submitted to the RVU-COMs Admissions Committee and Dean for review.

- The RVU-COMs Admissions Committee and Dean may request to interview the student once the recommendation has been reviewed.
 - The RVU-COMs Admissions Committee and Dean will make the final decision for the consequences of these violations.
 - Consequences for a violation can include: probationary period or removal from the EAP. A student who has earned a grade below the required cutoff may be allowed to repeat the class or submit MCAT scores for approval to remain in the program.
 - In the event of removal from the EAP, the student may still apply to RVU-COMs via the traditional method.
5. Neither Party will discriminate against any employee, applicant or student based on gender, disability, race, color, religion, age, sex, sexual orientation, gender identity, financial status, marital status, veteran status or national or ethnic origin.
 6. CSC recognizes and acknowledges that, by virtue of entering into this Agreement and fulfilling the terms of this Agreement, CSC may have access to certain information of RVU-COMs that is confidential and constitutes valuable, special and unique property of RVU-COMs including business plans, marketing strategies and materials, educational and consulting materials, patient lists, contracts, systems, programs, methods, and other business records (“Confidential Information”). CSC agrees that it will not at any time, (either during or subsequent to the term of this Agreement), disclose to others, use, copy or permit to be copied, without RVU-COMs’ express prior written consent or as required by law, except in connection with the performance of CSC’s duties hereunder, any Confidential Information that is clearly marked “Confidential” by RVU-COMs. This clause shall survive the termination of this Agreement. Upon termination, any Confidential Information shall be promptly returned to RVU-COMs.
 7. Neither Party shall be liable under any contracts or obligations of the other, except as otherwise provided pursuant to this Agreement, or for any negligent or intentional act or omission of the other Party or its officers, employees or agents. Neither Party shall have authority to bind the other Party to any debt, contractual, or other undertaking.
 8. Amendments to this Agreement will be negotiated annually, documented in writing, and signed by both Parties.
 9. The Agreement shall be effective beginning August 1, 2022 through July 31, 2025, and may be terminated by either Party upon ninety (90) calendar days’ written notice to the other Party.
 10. This Agreement shall not be amended except upon the express written agreement of the Parties.

11. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the other provisions shall remain in full force and shall in no way be affected, impaired or invalidated, unless to do so would substantially destroy the fundamental purposes of this Agreement or substantially and unfairly alter the respective burdens and benefits of the Parties hereunder.
12. Waiver. Any waiver by either Party of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any other provision or any subsequent breach.
13. Assignment. This Agreement shall not be assigned or transferred by either Party without prior written consent.
14. Binding Effect. All terms of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the Parties hereto, and their heirs, legal representatives, successors and permitted assigns.
15. Each Party shall perform the services required in this Agreement in compliance with all applicable federal, state, and local governmental laws, rules and regulations, including without limitation, those relating to environmental, occupational, health and hazardous waste, those relating to the payment and withholding of taxes and those relating to third party payment programs such as Medicare and Medicaid. Both Parties agree to comply with the Family Educational Rights and Privacy Act (FERPA) of 1974 governing the privacy of student records.
16. Interpretation. This Agreement is the result of negotiation between the Parties, and no ambiguity herein shall be construed against either Party because of that Party's role in drafting this Agreement.
17. Entire Agreement. This Agreement, together with any exhibits or schedules hereto, constitute the entire agreement between the Parties as to the subject matter hereof, and replaces all prior written and oral statements and understandings. To the extent that any exhibit or schedule contains express provisions which are inconsistent with any term of this Agreement, the express provisions of the schedule or exhibit shall control.
18. Copies/Signatures. A fully-executed electronic copy of this Agreement shall be treated as an original Agreement and signatures may be made in counterparts to the Agreement.
19. Recitals. The recitals are intended to describe the intent of the Parties and the circumstances under which this Agreement is executed and shall be considered in the interpretation of this Agreement.

20. Headings. The headings to the various sections of this Agreement have been inserted for convenience only and shall not modify, define, limit or expand express provisions of this Agreement.
21. No Legal Disability. Each Party represents that its execution and performance of this Agreement will not violate any term, covenant or understanding with any other person or entity or place such Party in breach of any contractual or legal obligation to a third party.
22. No Third-Party Beneficiaries. This Agreement is executed for the benefit of the named Parties only. Nothing in this Agreement or in the negotiation of this Agreement shall have the effect of conferring any rights or expectations on any third party. No one other than a Party to this Agreement or a Party's permitted successor or assign shall have the right to enforce any covenant, term or condition in this Agreement.
23. This Agreement shall be interpreted, construed and governed according to the laws of the state of Nebraska.
24. The Agreement acknowledges that data sharing between institutions will be necessary for continuous improvement of the program and of the partnership, and, to track student progress and outcomes for evaluating the Agreement. This data may include, but is not limited to, official transcripts, application data, test scores, GPA, field experience evaluations, course grades, and course and instructor evaluations. The data gathered will be shared confidentially between the Parties. CSC and RVU-COMs recognize the need to be compliant with the Family Educational Rights and Privacy Act (FERPA) and will stay in compliance.
25. The designated CSC representative for purposes of monitoring and oversight of this Agreement is:
- Vice President of Academic Affairs
Dr. James Powell
(308) 432-6203
jpowell@csc.edu
26. The designated RVU-COMs representative for purposes of monitoring and oversight of this Agreement is:
- Vice President of Enrollment Management & External Relations
Julie Rosenthal, MS
(720) 875-2804
jrosenthal@rvu.edu

