

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

**Provided through an
AFFILIATION AGREEMENT
With
Frostburg State University**

1. Article I: Introduction

- 1.1 **Parties.** This Affiliation Agreement (Agreement) is made by and between Frostburg State University located at 101 Braddock Rd, Frostburg, MD 21532 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 Frostburg State University shall be, and at all times are acting and performing as independent contractors and nothing contained herein is intended to, nor will it create the relationship of partnership, joint venture, agency or employment between LECOM and Frostburg State University, or their respective officers, trustees, directors, servants, employees or staff.
- 1.3 **Purpose.** The purpose of the Agreement is to establish an affiliation between the institutions whereby the Parties will define the criteria for Frostburg State University students to become eligible for early acceptance into LECOM's School of Dental Medicine; leading to the Doctor of Dental Medicine degree, D.M.D.
- 1.4 **Consideration.** The Parties execute this Agreement in consideration of their mutual objective to establish an Early Acceptance Program (EAP) and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged and agreed to by the Parties.
- 1.5 **Early Acceptance Program.** This Agreement establishes an EAP pursuant to which Frostburg State University undergraduate students are enrolled simultaneously by Frostburg State University and by LECOM as participants in EAP. The EAP is designed to facilitate the admission of Frostburg State University students into LECOM's Doctor of Dental Medicine program. LECOM will interview students prior to their enrollment at Frostburg State University or within the first three years of study at Frostburg State University. 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 at 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 Frostburg State University designates Karen L. Keller, Coordinator Health Science Program, to be its representative (the Representative) to the EAP. The Representative may be changed by Frostburg State University in its sole discretion.

1.6.2 LECOM designates Dustin Cassell 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 denotes the time spent while enrolled in the EAP prior to LECOM matriculation by anyone that will have four years of undergraduate education at Frostburg State University or with sufficient credit hours to earn a baccalaureate degree awarded by Frostburg State University, with at least 60 credit hours taken at Frostburg State University. 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 Frostburg State University entrance requirements, who are U.S. citizens or lawful permanent residents and have not earned a four-year undergraduate degree are eligible to apply to the dental school EAP.

2.2.1 A copy of both sides of the green card will be required for permanent residents.

2.2.2 The applicant must be a rising high school senior, a high school senior, a high school graduate or a college student.

2.2.3 Application to the EAP is initiated by an inquiry through a link on the LECOM portal (<https://lecom.edu/academics/early-acceptance-program/>).

2.2.4 Frostburg State University may establish its own supplemental application to determine participation in the LECOM EAP.

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

- 2.2.6 An EAP enrolled student must be enrolled as a full time student for one year prior to their LECOM matriculation.
- 2.2.7 Frostburg State University retains the right to dismiss students from the EAP for academic or disciplinary reasons, in accordance with Frostburg State University's guidelines.

2.3 Number of Students Accepted. LECOM agrees to admit qualified Frostburg State University students to the LECOM Doctor of Dental Medicine Program (Phase II).

2.3.1 Each academic year, a total of five (5) students enrolled in the dental EAP at Frostburg State University be accepted by LECOM into Phase II.

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

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

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

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

2.3.4.2 A decrease in the number of EAP students accepted for LECOM matriculation will be based upon seat availability at LECOM.

2.4 Frostburg State University/ LECOM Responsibility. Subject to Family Educational Rights and Privacy Act (FERPA) guidelines, consultation and communication on program evaluations and student progress should be maintained by the Representative and by LECOM's Office of Student Affairs.

2.4.1 LECOM will publish a LECOM EAP Student Policy Manual (LESPM) that details EAP policies pertaining to a student's enrollment in the EAP, participation in the EAP and eventual matriculation at LECOM.

2.4.2 LECOM will provide the Representative and Frostburg State University's Admissions office with a copy of the LESPMS prior to the start of a new EAP interview cycle.

- 2.4.3** At the EAP interview, LECOM will provide each applicant with a copy of the LESPM.
- 2.4.4** LECOM will provide the Representative and Admissions office with the name and contact information of any high school applicant that has completed an EAP inquiry and listed Frostburg State University as a school to which they may apply.
 - 2.4.4.1** LECOM will notify the Representative whenever a change in the applicant's EAP status occurs.
- 2.4.5** LECOM will provide the Representative with the EAP interview status of all Frostburg State University students who have applied to enroll in the EAP within two weeks of their interview.
- 2.4.6** All EAP enrollment interviews will be conducted by LECOM. Interviews may be in-person; either on a LECOM campus or at an off-campus location designated by LECOM. Videoconferencing or recorded video interviews may also be used. Phone interviews are not acceptable. No additional interview will be required prior to entering Phase II
- 2.4.7** Following the successful LECOM interview, Frostburg State University must approve the Phase I participation of each applicant that will matriculate or is matriculated at Frostburg State University.
- 2.4.8** LECOM will provide the Representative with a copy of the student's provisional letter of acceptance and signed Record Release Form.
- 2.4.9** LECOM will conditionally reserve a seat for all Frostburg State University students with a provisional letter of acceptance.
- 2.4.10** LECOM will annually provide Frostburg State University with an updated LESPM that includes policy changes that apply to the students in the current and future application cycles.
- 2.4.11** The Representative will provide counseling to students and evaluate each enrolled student's performance in accordance with the requirements as stated herein.
 - 2.4.11.1** Subject to Family Education Rights and Privacy Act (FERPA) guidelines, the Representative will notify LECOM if a student has been subject to any academic or disciplinary action taken by Frostburg State University.
- 2.4.12** Frostburg State University will provide letters of recommendation for all EAP enrolled Frostburg State University students.
 - 2.4.12.1** One Frostburg State University committee letter containing at least two different writers; or

- 2.4.12.2 A detailed evaluation and recommendation from the Representative and one from a physical science professor: or
 - 2.4.12.3 A detailed evaluation and recommendation from two Frostburg State University physical science professors
 - 2.4.12.4 Letters of recommendation for provisionally accepted students must be uploaded directly to the American Dental Education Association Associated American Dental Schools Application Service (ADEA AADSAS) by January 1 of the year of LECOM matriculation.
- 2.4.13** LECOM will calculate and review the Cumulative Overall GPA and the Cumulative Science GPA in February and July of each year.
- 2.4.14** While Frostburg State University and LECOM will exercise reasonable care and diligence in the advisement of students concerning requirements for admission to Phase I or Phase II, failure of a student to comply with any of the requirements for admission to Phase I or Phase II shall not be deemed a breach of this Agreement by Frostburg State University or LECOM and Frostburg State University or LECOM shall have no liability as a result of a student's failure to comply with such requirements
- 2.4.15** LECOM will advise the Representative if a Frostburg State University student is in danger of being removed from the EAP for any reason and consult with the Representative prior to removing such Frostburg State University student; provided however, that LECOM shall retain final discretion to remove any such student from the EAP.
- 2.4.16** Frostburg State University will provide a LECOM recruiter with the opportunity to meet with EAP enrolled students and students not enrolled in the EAP to discuss LECOM's programs.
- 2.4.17** LECOM will provide Frostburg State University Admissions and the Representative with literature supporting the EAP.
- 2.5** **Reviews.** A review of the EAP will be conducted as needed or requested by either Party to this Agreement. This review may include but not 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 their own costs incurred in connection with such review.

3. Article III: Degree Awarded

- 3.1 Baccalaureate Degree for the EAP.** Frostburg State University will award to students enrolled in the EAP a baccalaureate degree in an appropriate field upon completing the baccalaureate degree and graduation requirements as outlined in the Frostburg State University catalog. Upon receipt of such degree, students shall no longer be considered students of Frostburg State University.
- 3.2 Doctor of Dental Medicine Degree.** Students will be awarded the degree of Doctor of Dental Medicine (D.M.D.) by LECOM after successful completion of the curriculum and otherwise satisfying all requirements as identified by LECOM for graduation.

4. Article IV: General Considerations

- 4.1 Publicity.** Frostburg State University and LECOM may feature the EAP in their respective catalogs and admission activities, provided any publicity shall be approved in writing by the Parties prior to its use. They may also refer to the Program in their career counseling of students interested in Dental Medicine, provided that any publicity shall be approved in writing by the Parties prior to its use. Neither Party shall make use of the other Party's logos, trademarks, trade names, service marks, brand names, URLs or any other licensed mark or intellectual property in any manner 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 that engage in such conduct are subject to discipline.
- 4.3 Amendment of Requirements.** From time to time, Frostburg State University may amend 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 a Party's admission requirements resulting from changes made by that Party'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 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 Frostburg State University affecting an enrolled student must comply with LECOM's minimum requirements as listed in the LESPM.

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.** Frostburg State University or LECOM may terminate this Agreement for any reason with ninety (90) days written notice, which shall be given by Registered or Certified Mail service or by nationally recognized overnight delivery service upon the Party's principal business address and directed to the attention of the President of the appropriate institution. Either Party may terminate this Agreement immediately by written notice to the other Party upon the occurrence of any of the following events involving the non-terminating Party:

4.5.1 Bankruptcy, receivership or dissolution of the Party;

4.5.2 The Party losing its ability to transact business;

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

4.5.4 Loss of accreditation;

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

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

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

- 4.6 **Liability.** Neither LECOM nor Frostburg State University assumes any liabilities to each other. As to liability for damage, injuries or death to persons, or damages to property, Frostburg State University and LECOM do not waive any defense as a result of entering into this Agreement. This provision shall not be construed to limit either Party's rights, obligations, liabilities, claims or defenses that arise as a matter of law pursuant to any provisions of this Agreement.
- 4.7 **Modifications.** The terms of this Agreement may not be modified unless a modification is agreed to by both Parties, in writing.
- 4.8 **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), 20 U.S.C. § 1232g, the regulations promulgated there under and all other applicable federal, state and local law.

- 4.9 **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 a student's personally identifiable 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).


- 4.10 **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.
- 4.11 **Compliance with Law.** Each Party shall comply with all applicable laws, regulations or ordinances and maintain in effect all licenses, permission, authorizations, consents and permits that it needs to carry out its obligations under this agreement.
- 4.12 **Entire Agreement.** This Agreement constitutes the entire Agreement between the Parties and supersedes all prior communications, agreements and understandings, written or oral, with respect to the subject matter of this Agreement.

[Signature Page Follows]


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

**AFFILIATION AGREEMENT
with
Frostburg State 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.




9/29/22
Thomas Yoon, D.D.S. Date
Dean of the School of
Dental Medicine
Lake Erie College of
Osteopathic Medicine



9/29/2023
Darlene Brannigan Smith, Ph.D. Date
Interim President
Frostburg State University



9/30/22
John M. Ferretti, D.O. Date
President
Lake Erie College of
Osteopathic Medicine



Michael B. Mathias, Ph.D. Date
Provost, Senior Vice President
for Academic & Student Affairs
Frostburg State University