

LECOM School of Podiatric Medicine
Early Acceptance Program

Provided through an
AFFILIATION AGREEMENT
With
Penn State Lehigh Valley

1. Article I: Introduction

- 1.1 Parties.** This Affiliation Agreement (Agreement) is made by and between Penn State Lehigh Valley located at 2809 Saucon Valley Rd, Center Valley, PA 18034 and the Lake Erie College of Osteopathic Medicine (LECOM) located at 1858 West Grandview Blvd., Erie, PA 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 Penn State Lehigh Valley 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 Penn State Lehigh Valley, 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 Penn State Lehigh Valley students to become eligible for early acceptance into LECOM's School of Podiatric Medicine; leading to the Doctor of Podiatric Medicine degree, D.P.M.
- 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 Penn State Lehigh Valley undergraduate students are enrolled simultaneously by Penn State Lehigh Valley and by LECOM as participants in the EAP. The EAP is designed to facilitate the admission of Penn State Lehigh Valley students into LECOM's Doctor of Podiatric Medicine program. LECOM will interview students prior to their enrollment at Penn State Lehigh Valley or within the first two years of study at Penn State Lehigh Valley. Students interviewing successfully will be offered a provisional acceptance to LECOM's Doctor of Podiatric Medicine program.

Upon meeting the criteria for final acceptance, they will matriculate at 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 Penn State Lehigh Valley designates Brenna E. Traver, PhD to be its representative (the Representative) to the EAP. The Representative may be changed by Penn State Lehigh Valley at 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 the Representative, 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 Penn State Lehigh Valley or with sufficient credit hours to earn a Penn State Lehigh Valley degree, with at least 60 credit hours taken at Penn State Lehigh Valley while a full-time student. 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 the Penn State Lehigh Valley 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 medical 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 (<http://portal.lecom.edu>).

2.2.4 Penn State Lehigh Valley 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 for the two consecutive years prior to their LECOM matriculation.

2.2.7 Penn State Lehigh Valley retains the right to dismiss students from the EAP for academic or disciplinary reasons, in accordance with guidelines.

2.3 **Number of Students Accepted.** LECOM agrees to admit up to 2 qualified Penn State Lehigh Valley students to the LECOM Doctor of Podiatric Medicine Program (Phase II) per intended matriculation year, pending final review by the LECOM Admissions Committee.

2.3.1 Penn State Lehigh Valley and LECOM reserve the right to limit the number of students enrolled in this EAP.

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

2.3.3 LECOM will notify Penn State Lehigh Valley of its intent to change the number of students accepted for LECOM matriculation each academic year from at least 12 months prior to making the change.

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

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

2.4 **Penn State Lehigh Valley / 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 Admissions office with a copy of the LESPM 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 Penn State Lehigh Valley as a school to which they may apply.

2.4.4.1 LECOM will notify Penn State Lehigh Valley whenever a change of the applicant's EAP application status occurs.

- 2.4.5** LECOM will provide the Representative with the EAP interview status of all Penn State Lehigh Valley 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, Penn State Lehigh Valley must approve or deny the Phase I participation of each applicant that will matriculate or is matriculated at Penn State Lehigh Valley.
- 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 Penn State Lehigh Valley students with a provisional letter of acceptance.
- 2.4.10** The 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.
 - 2.4.10.1** Subject to the 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 Penn State Lehigh Valley.
- 2.4.11** LECOM will calculate and review the Cumulative Overall GPA and the Cumulative Science GPA in February and July of each year.
- 2.4.12** Penn State Lehigh Valley will provide letters of recommendation for all Penn State Lehigh Valley EAP enrolled students.
 - 2.4.12.1** One Penn State Lehigh Valley 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 physical science professors.
 - 2.4.12.4** Letters of recommendation for provisionally accepted students must be received by LECOM EAP Admissions office in Erie, PA no later than July 1 of the year prior to their planned to matriculation to LECOM.
- 2.4.13** While Penn State Lehigh Valley 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 Penn State Lehigh Valley or LECOM and Penn State Lehigh Valley or LECOM shall have no liability as a result of a student's failure to comply with such requirements.

2.4.14 LECOM will advise the Representative if a Penn State Lehigh Valley student is in danger of being removed from the EAP for any LECOM shall retain final discretion to remove any such student from the EAP.

2.4.15 Penn State Lehigh Valley will provide a LECOM recruiter with the opportunity to meet with enrolled and non-enrolled students to discuss LECOM's programs.

2.4.16 LECOM will provide Penn State Lehigh Valley Admissions and the Representative with literature supporting the EAP.

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

2.5.1 A review of enrolled students' performance and progress;

2.5.2 A review of any changes to acceptance requirements; and

2.5.3 A review of other changes to the Agreement.

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

3. Article III: Degree Awarded

3.1 **Baccalaureate Degree for the EAP.** Penn State Lehigh Valley will award students enrolled in the EAP a degree upon their completing the degree and graduation requirements as outlined in the Penn State Lehigh Valley catalog. Upon receipt of such degree, students shall no longer be considered students of Penn State Lehigh Valley.

3.2 **Doctor of Podiatric Medicine Degree.** Students will be awarded the degree of Doctor of Podiatric Medicine by LECOM after successful completion of the podiatric medical curriculum and otherwise satisfying all requirements as identified by LECOM for graduation.

4. Article IV: General Considerations

4.1 **Publicity.** Penn State Lehigh Valley and LECOM may feature the EAP in their respective catalogues and admission activities and may refer to the Program in their career counseling of students interested in Podiatric Medicine, provided that any written 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, service names, 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, Penn State Lehigh Valley may amend the requirements for degree and LECOM may amend the requirements for admission to the Doctor of Podiatric 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 that Party's admission requirements, except those covered by line 4.3.1. The new requirements will apply to all other students and applicants. If a Party's 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 Penn State Lehigh Valley 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.** Penn State Lehigh Valley or LECOM may terminate this Agreement for any reason with 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 Podiatric Medicine program does not comply with applicable standards.
 - 4.5.6 Each Party is obligated to provide the other Party with written notice, within five days of knowledge or notice of 4.5.1, 4.5.2, 4.5.3, 4.5.4, 4.5.5.
 - 4.5.7 In the event of notice described in 4.5.6 and or termination, described in 4.5, the Parties to this Agreement will meet and will confer and cooperate in good faith to ensure that all necessary and appropriate notices are provided to Students, will honor commitments to any student currently enrolled in the EAP to the fullest extent possible.
- 4.6 **Mutual Indemnification.** Each Party agrees to indemnify, defend and hold harmless the other Party and its officers, directors, employees, 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 Penn State Lehigh Valley 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 Penn State Lehigh Valley student from EAP or failing to enroll a student in or accept into Phase II any Penn State Lehigh Valley student enrolled in the EAP).
- 4.7 **Liability.** Neither LECOM nor Penn State Lehigh Valley assumes any liabilities to each other. As to liability for damage, injuries or death to persons, or damages to property, Penn State Lehigh Valley 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), 20 U.S.C. § 1232g, the regulations promulgated there under and all other applicable federal, state and local law.

- 4.10 Privacy.** Both Parties acknowledge that they will obtain contact information for students being considered for, or enrolled in, the program. Both parties agree that the exclusive use of any student information is to fulfill their respective obligations under this Agreement and further agrees not to release any information in the student profile to any third Party. To the extent either Party is in possession of any student record or information, such record or information shall be handled in accordance with all applicable Federal, State and local laws including but not limited to the Family Educational Rights and Privacy Act (FERPA).
- 4.11 No Third-Party Beneficiary.** Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the parties that any such person or entity, other than the parties hereto, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.
- 4.12 Compliance with Law.** Each Party shall comply with all applicable laws, regulations or ordinances and maintain in effect all of the licenses, permission, authorizations, consents and permits that it needs to carry out its obligations under this agreement.
- 4.13 Entire Agreement.** This Agreement constitutes the entire Agreement between the parties and supersedes all prior communications, agreements and understandings, written or oral, with respect to the subject matter of this Agreement.

[Signature Page Follows]

**LECOM Podiatric Medicine
Early Acceptance Program**

**AFFILIATION AGREEMENT
With
Penn State Lehigh Valley**

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

 02/19/2025

Duane Ehredt, D.P.M. Date
Dean of the S.P.M.
Lake Erie College of
Osteopathic Medicine

 02/12/25

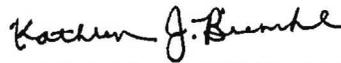
Tina Q. Richardson, Ph.D. Date
Chancellor
Penn State Lehigh Valley
The Pennsylvania State University

 2/20/25

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

 2/13/2025

Margo DelliCarpini, Ph.D. Date
Vice President for Commonwealth Campuses
and Executive Chancellor
The Pennsylvania State University

 2/17/2025

Kathleen Bieschke, Ph.D. Date
Senior Vice Provost
The Pennsylvania State University