ARTICULATION and ADMISSION AGREEMENT

By and between The Northeast Ohio Medical University (NEOMED) College of Pharmacy And Bethany College

THIS AGREEMENT (the "Agreement") is entered into on this 1st day of September 2022 (the "Effective Date") by and between The Northeast Ohio Medical University ("NEOMED") College of Pharmacy, with an address of 4209 State Route 44, Rootstown, Ohio 44272-0095, and Bethany College with an address at 31 S Loop Campus Drive, Bethany, WV 26032. NEOMED is an institution of higher education, established pursuant to Section 3354 of the Ohio Revised Code, and Bethany College is a regionally accredited non-profit institution of higher education. NEOMED and Bethany College desire to enter into a formal agreement pursuant to which students of NEOMED who formerly attended Bethany College would be eligible for the following benefits according to the terms contained in this Agreement.

ACCORDINGLY, in consideration of the provisions and mutual covenants contained in this Agreement, and of other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Description of Admission and Articulation Program.

- a. <u>Definitions:</u> Admission and Articulation Criteria and Benefits are defined in <u>Attachment A.</u>
- b. <u>Articulation Benefits to Students:</u> Both NEOMED and Bethany College will provide these Admission and Articulation Benefits at no charge to past and present students who meet the Articulation Criteria for the duration of this Agreement.

<u>Accreditation</u>. The Northeast Ohio Medical University College of Pharmacy is part of Northeast Ohio Medical University. NEOMED is accredited through the North Central Association.

The College of Pharmacy and the Pharm.D. degree program offered by NEOMED is accredited by the Accreditation Council for Pharmacy Education, 135 S. LaSalle Street, Suite 4100, Chicago, IL 60603. The College of Pharmacy warrants that in 2017 it was awarded Full Accreditation status by the Accreditation Council for Pharmacy Education, 135 S. LaSalle Street, Suite 4100, Chicago, IL 60603. The College of Pharmacy will notify Bethany College within 90 days of formal notification of loss of accreditation if such accreditation ceases to exist.

- Accreditation of Bethany College. Bethany College warrants that it is accredited by the
 Higher Learning Commission, 230 South LaSalle Street, Suite 7-500, Chicago, IL 60604.

 <u>Bethany College</u> will notify NEOMED within 90 days of formal notification of loss of
 accreditation if such accreditation ceases to exist.
- d. Non-Exclusivity. This Agreement is not exclusive, and either party may enter into similar agreements with any other party,

2. Term and Termination

a. <u>Term.</u> This Agreement is not evergreen and does not automatically renew. The terms as outlined in <u>Agreement A</u> should be reviewed annually for accuracy and applicability to current students.

This review process should occur in a consultative manner between faculty and administrative staff at both Bethany College and NEOMED at the traditional start of the academic year for accuracy to reflect any potential changes related to curriculum and policies. This current agreement will run from the Effective Date until Date at which time this Agreement will automatically expire.

- a. <u>Termination</u>. Either party may terminate this Agreement without cause. Termination shall occur at the end of the academic year following formal notice of termination as specified in Section 3d.
- b. <u>Post-Termination</u>. Upon expiration or termination of this Agreement for any reason, Bethany College students previously matriculating to the NEOMED College of Pharmacy shall continue to receive the benefits contemplated by this agreement.
- c. <u>Renewal</u>. This agreement can be renewed, with appropriate modifications, provided both parties agree to such renewal prior to of following the date of expiration listed in Section 2a.

3. Miscellaneous.

- a. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of Ohio applicable to contracts made and to be enforced wholly within Ohio.
- b. <u>Jurisdiction</u>. The parties to this Agreement each specifically consent to jurisdiction in Ohio in connection with any dispute between the parties arising out of this Agreement of pertaining to the subject matter hereof.
- c. <u>Survival</u>. Sections 2(c) and this Section 3 will survive termination or expiration of this Agreement.
- d. <u>Notices</u>. All notices or other written communication required or permitted under this agreement will be effective when received in accordance with this sentence and must be given in writing by courier or reputable overnight delivery services, or by certified mail, return receipt requested to either party at its address first set forth above (or to such other address as such party may substitute by providing a written notice in the manner specified in this Section).

For Bethany College Anju Ramjee, Ph.D. Provost 31 S Campus Loop Bethany WV 26032 For NEOMED: Richard J. Kasmer, Pharm.D., J.D. Dean and Professor of the College of Pharmacy 4209 State Route 44 Rootstown, Ohio 44272-0095

- f. Waivers and Amendments. The waiver by either party of any provision of this Agreement on any occasion and upon any particular circumstance shall not operate as a waiver of such provision of this Agreement on any other occasion or upon any other circumstance. This Agreement may be modified or amended only via a writing signed by both parties.
- g. <u>Assignment</u>. Neither party may assign its rights or delegate its duties under this Agreement. Any attempted assignment or delegation in violation of this Section will be null and void.
- h. <u>Complete Agreement: Integration</u>. This Agreement contains the complete understanding of the parties with respect to the subject matter hereof and supersedes all other prior agreements, understandings, communications, and properties of any kind, whether oral or written, between the parties with respect to such subject matter.
- Counterparts: Electronic Signatures. This Agreement may be executed in multiple counterparts, all of which shall be originals, and which together shall constitute a single agreement. For the purpose of interpreting this Agreement, electronic signatures shall be considered equivalent to original signatures.
- j. <u>Independent Contractors</u>. The parties are independent contractors, and no agency, partnership, franchise, joint venture, or employment relationship is intended or created by this Agreement. Neither party shall make any commitment or give the impression that it has authority to make any commitment, on behalf of the other party.
- k. <u>Compliance with Laws</u>. The parties will comply with all applicable laws and regulations in performing their obligations hereunder. When taking actions (or failing to act in any way relating to this agreement, each party agrees that it will not unlawfully discriminate against any person on the basis or races, sex, religion, disability, age, national origin, or color.

INTENDING TO BE LEGALLY BOUND, by signing below, each party acknowledges its agreement with the terms and conditions of this Agreement and each signatory represents and warrants that he/she is authorized to sign on behalf of and to bind his/her party to all of the terms and conditions of this Agreement as of the Effective Date.

Bethany College

By: James A. Caridi. Ph.D. President, Bethany College

September 1, 20222

Northeast Ohio Medical University College of

Pharmacy

Richard J. Kasmer, Pharm.D., J.D.

Dean of the College of Pharmacy and Vice

President

Attachment A
To The Articulation and Admission Agreement Dated September 1, 2022
By and Between
The Northeast Ohio Medical University College of Pharmacy
And
Bethany College

I - Pre-NEOMED Matriculation Benefits

1. Early Assurance to the NEOMED College of Pharmacy Pharm.D. program

- a. In order to fully utilize the benefits described below in this Section I, candidates for admission to Bethany College and students already attending Bethany College are strongly encouraged to apply for early assurance to the NEOMED College of Pharmacy Pharm.D. program at least one academic year prior to intended application to the Pharm.D. program. Only students who have been granted Early Assurance to the NEOMED College of Pharmacy Pharm.D. program will have a P1 seat held for them for the year they wish to begin study. Any students that do not choose to utilize Early Assurance are eligible for admission as a P1 on a space-available basis for the year of student they wish to matriculate.
- b. "Early Assurance" is a pre-admission program coordinated through the American Association of Colleges of Pharmacy ("AACP"). NEOMED is a participating AACP member that offers pre-applicant candidates the benefit of securing a future Pharm.D. seat in advance. Candidates for early assurance are to apply using the Pharmacy Direct Entry Application Service (PharmDirect), a centralized application service designed for high school applicants and/or early assurance candidates. For complete information refer to the NEOMED Compass (catalog and student handbook) available at www.neomed.edu.

2. NEOMED College of Pharmacy Pipeline Programs and Pre-Matriculation Advising

- a. In order to fully utilize the benefits described below in this Section I, candidates for admission to Bethany College and students already attending Bethany College are strongly encouraged to participate as frequently as possible in pipeline programs offered through the NEOMED College of Pharmacy Pharm.D. program at least one academic year prior to intended application to the Pharm.D. program.
- b. NEOMED and Bethany College will collaborate to offer an appropriate number and array of pre-admission and pharmacy career counseling opportunities for prospective and current students of Bethany College. Programming composition and frequency shall be collaboratively designed and executed by the admission and college staff on NEOMED and the designated point of contact at Bethany College. At least two opportunities for in-class presentations should be offered each calendar year at mutually agreeable dates and times. Bethany College agrees to assist in disseminating NEOMED information to prospective and currently enrolled students through such channels as the institutional web domain and academic advising updates to students.

3. Pre-Professional Pre-Requisites and Application for Admission Requirements

a. All Bethany College students participating in this Agreement are subject to binding admission decisions rendered by the duly appointed NEOMED College of Pharmacy faculty

admissions committee. Participation either in whole or in part with the benefits presented in this Agreement shall not constitute an offer of admission to NEOMED. All candidates must apply via the Pharmacy College Application Service ("PharmCAS") centralized application service and meet all deadlines and requirements as specified by PharmCAS and NEOMED. NEOMED may not entertain application from candidates who do not present a verified PharmCAS application to the NEOMED College of Pharmacy faculty admissions committee. In all cases, final admission authority rests with the NEOMED College of Pharmacy faculty admissions committee and the Dean of the NEOMED College of Pharmacy. For complete information refer to the NEOMED Compass (catalog and student handbook) available at www.neomed.edu. All decisions are a result of a holistic admission process which may use criteria such as evidence of academic preparation for the rigors of a Pharm.D. program and evidence of professionalism indicative potential to serve in a professionally licensed health care field. All candidates are subject to a criminal background check.

- a. Pursuant to Agreement item 2.a., NEOMED and Bethany College agree to maintain upto-date course mapping inventory lexicon. This lexicon will denote the appropriate course(s) from Bethany College that will fulfil the pre-professional requirement for matriculation to NEOMED. In some cases this curricular mapping will vary by the degree and major program offered at Bethany College.
- b. Admission to the NEOMED College of Pharmacy does not require that candidates possess a completed baccalaureate degree, but rather successful completion of prescribed preprofessional prerequisite coursework (see Appendix 1 Degree Pathway). Prescribed preprofessional prerequisite coursework may be in the process of completion at the time of admission to NEOMED, but all offers of admission are contingent upon successful completion of pre-professional prerequisite coursework. The minimum satisfactory grade to fulfil a pre-professional prerequisite course is a "C minus" or the equivalent in a "Pass/Fail" or "Credit/No Credit" grading option. Individual reviews of pre-professional prerequisite courses may occur in the context of a completed degree program in a science-based course of study. The Dean's designee from the NEOMED College of Pharmacy will have the sole decision authority regarding pre- professional prerequisite requirements.

4. Pre-Professional Pre-Requisites Pathways for Students attending Bethany College

Note: Completion of pre-professional prerequisite courses may be fulfilled via completion of the designated course through Bethany College or recognized by Bethany College as fulfilling that requirement via transfer course equivalency or other formally recognized credit awarding option.

a. Designated degree program in a science-related major field of study (coursework in progress - degree not yet awarded) (see Appendix 1 - Degree Pathway, Table 1 for additional details)

Admission benefits for Bethany College students also accepted into the NEOMED Early Assurance Program

Admission Requirement Minimum College	Admission Requirement for candidates without early assurance attending Bethany College at the time of PharmCAS application. Varies as part of a holistic	Admission Requirement for Early Assurance Candidates attending Bethany College at the time of PharmCAS application.
Cumulative GPA (as calculated by PharmCAS)	admission decisions Average P1 GPA: 3.3	
Minimum College Science GPA (as calculated by PharmCAS)	Varies as part of a holistic admission decisions Average P1 Science GPA: 3.1	3.0
Successful Interview for Admission	Required	Waived Interview occurs as part of the early assurance process
Assured P1 seat in the Pharm.D. program	Seat is not assured, enrollment available through a selective admission process based on space-availability.	Seat is assured provided the Early Assurance Candidate successfully applies through PharmCAS by October 15 th the year prior to fall matriculation.
Minimum number of semester credit hours required to matriculate	60	60

I - Articulation Criteria and Articulation Benefits from NEOMED to Bethany College

1. The articulation criteria ("Articulation Criteria") are:

- a. The following articulation table of courses successfully completed at NEOMED leading toward the Pharm.D. degree program shall constitute fulfillment of degree requirements for the **Bachelor of Science** in **Chemistry, Biochemistry Concentration** at Bethany College. See the "Articulation Criteria Table" in this section below.
- b. Candidates for Articulation must earn grades of "Pass" or "Honors" for all applicable Pharm.D. courses at NEOMED in order to fulfil the requirements.

To be transferred as a <u>block of courses</u> from Northeast Ohio Medical University (NEOMED) upon successful completion of the P2 year in the Doctor of Pharmacy program								
NEOMED Course	NEOMED Credit Hours	-	Undergraduate Institution Course	Undergraduate Institution Credit Hours	Upper Division			
PHDD 71205 Intro to Pharmaceutical Sciences	3 credit hours		General Elective	3 credit hours				
PHDD 71207 Pharmaceutical Calculations	2.5 credit hours							
PHDD 71305 Pharmacokinetics and Pharmacodynamics	4 credit hours	Е	Elements of Genetics	3 credit hours	Y			
ANAP 71203 Human Anatomy Physiology & Pathophysiology 1	5 credit hours							
PCEU 72233 Pharmaceutics Laboratory	2.5 credit hours		Advanced Biological Chemistry Laboratory	2 credit hours	Y			
IMMU 71302 Immunology and Biotechnology	3 credit hours		Physical Biochemistry	3 credit hours	Y			
			Concentration Electives	9 credit hours	Y			
	Total = 20			Total = 20				

121 Total Credit Hours to Graduate with the BS in Chemistry with Biochemistry Concentration, including NEOMED transfer coursework, from Bethany College

- 4. Specific Requirements for the Awarding of the Bachelor of Science in Chemistry, Biochemistry Concentration at Bethany College.
 - a. The posting the degree is not automatic. At such time as the candidate expects to successfully complete all of the outline above in II.1.b., the candidate must (1) complete the Application for Undergraduate Reenrollment at Bethany College, (2) request official transcript to be sent from NEOMED to Bethany College, and (3) once reenrolled, apply for graduation from Bethany College following all policies, procedures and adhering to all deadlines for the next available term of graduation. Degrees are never retroactively awarded.
 - b. All candidates are subject to any and all applicable "catalog in effect" policies at Bethany College. Degree requirements must be completed in a timely manner at NEOMED and the candidate must apply for graduation at Bethany College prior to any changes in degree requirements. Once degree requirements change in the Bethany College undergraduate catalogue this Agreement may become null. The responsibility to apply for graduate in in a timely manner rests solely with the candidate for articulation.
 - c. Pursuant to items II. 2. a. and II. 2. b., candidates for graduation are strongly advised to not delay application for graduation at Bethany College until the time of Pharm.D. at NEOMED. Rather, candidates should apply for graduation at Bethany College at the

successful completion of the P2 year of study in the Pharm.D. program of study at NEOMED. (see Appendix 2 – Transfer Credit Form) (see Appendix 3 – Partnership Process)

Supplemental Information

- I. Agreement particulars:
 - a. Beginning and end dates of agreement—see Articulation Agreement.
 - b. Registration, authorizations, and criteria for students—Each institution will register students into its own class according to its own criteria.
 - c. Exclusions—Students who do not meet the articulation criteria listed in Attachment A will not be able to receive the articulation benefits, also listed in Attachment A.
 - d. Acceptance of credit by all participating members—See Articulation Agreement.
 - e. Participation of faculty—Each institution will be responsible for making faculty teaching assignments to the designated courses at its own institution in its normal manner.
 - f. Processing of evaluation and grades—Each institution will be responsible for processes related to the designated courses and instructors at its own institution in its normal manner.
 - g. Funding and budgeting—No new funds are required at either institution. Each institution will be responsible for funding and budgeting in its normal manner.
 - h. Subsidy, tuition, and course fees—Each institution will collect subsidy, tuition, and fees for its own courses in its normal manner.
 - i. Record of credit hours taught—Each institution will provide records related to credit hours taught at its own institution to its respective institutional research office in its normal manner.
 - j. Distribution of income—NA
 - k. Transfer of funds-NA
 - 1. Equipment usage—Each institution is expected to provide the required instructional equipment of its own courses in its normal manner.
 - m. Patents, copyrights, etc.—NA
 - n. Protection of human subjects—NA
 - o. Research support, etc.—NA
 - p. Institutional deadlines—Deadlines for admission, registration, and course management will be followed at each institution for its own students and courses in its normal manner.
 - q. Reconsideration of agreement—According to the terms of the agreement, the contents of the courses specified in the articulation agreement will be reviewed annually.
 - r. Expectations (joint report)—NA