SOUTH DAKOTA BOARD OF REGENTS

Committee on Academic and Student Affairs

AGENDA ITEM: II – B (4)

DATE: October 9-10, 2013

******************************************************************************

SUBJECT: Cooperative Agreement – SDSU

South Dakota State University has submitted a cooperative agreement with the Edward Via College of Osteopathic Medicine to be considered by the Board in October, 2013.

******************************************************************************

RECOMMENDED ACTION OF THE EXECUTIVE DIRECTOR

Approve the cooperative agreement between SDSU and the Edward Via College of Osteopathic Medicine.
AGREEMENT

THIS AGREEMENT is made this 20th day of June, 2013, by and between South Dakota STATE UNIVERSITY ("SDSU") and the EDWARD VIA COLLEGE OF OSTEOPATHIC MEDICINE ("VCOM").

RECITALS

A. SDSU is a four-year college offering a bachelor’s, master’s, and doctoral degrees, which prepare the student in Pre-Medical Studies.

B. VCOM is an osteopathic medical college requiring four years of education, one year with primarily biomedical courses and three years with primarily clinical courses and training, the completion of which earns a student the doctor of osteopathic medicine degree ("D.O.").

C. Due to the diminished opportunities for medical training in the United States and the chronic shortage of physicians especially primary care physicians and those providing care for underserved populations and medical missions, SDSU and VCOM desire to create and to cooperate in a program by which qualified students are offered acceptance to VCOM by following a distinct academic protocol and by demonstrating high achievement.

D. The Guaranteed Acceptance Program acknowledges that certain undergraduate institutions offer particularly challenging pre-medical programs. Candidates who perform well at the undergraduate level will be better-prepared to succeed in a rigorous medical curriculum.

E. VCOM offers an Early Acceptance Program to specific colleges to provide the opportunity for candidates from rural areas, low socioeconomic status (SES) backgrounds, and underrepresented minorities to enter health careers, remain in the local college of their choice and enter a pre-medical curriculum that will lead to successful entry into medicine. Candidates who gain admission to VCOM through the Early Acceptance Program will be recognized as Rocovich Scholars.

NOW, THEREFORE, in consideration of the mutual covenants by each party to be kept and performed, it is agreed as follows:

SECTION 1: GUARANTEED ACCEPTANCE PROGRAM

1.1 The Guaranteed Acceptance Program shall be for up to five (5) SDSU students who:
   a.) meet all general admission requirements as described in Exhibit A
   b.) complete all required courses as described in Exhibit B before graduation from SDSU
c.) present a science and overall GPA of 3.40 or greater

d.) complete the medical college admissions test (MCAT)

e.) obtain a minimum of one hundred (100) hours of health care volunteer hours

f.) obtain a minimum of one hundred (100) hours of community volunteer hours

g.) receive a positive interview evaluation from the SDSU pre-medical committee/advisor and three VCOM faculty members including: a member of the admissions committee, a biomedical science faculty member and a physician. VCOM values the interview as a highly important portion of the selection process.

h.) are U.S. Citizens or permanent residents of the United States

i.) comply with all other requirements set forth in this Agreement

SECTION 2: EARLY ACCEPTANCE PROGRAM

2.1 The Early Acceptance Program encourages candidates from rural areas, low socioeconomic status (SES) backgrounds, and underrepresented minorities to enter health careers. Studies have shown that students from rural or medically underserved areas are more likely to provide medical care to disadvantaged populations.

2.2 To qualify as a Rocovich Scholar through the Early Acceptance Program, the candidate must be a permanent resident of a rural or medically underserved area, from a low socioeconomic status (SES) background, or underrepresented minority; must attend a college where VCOM has an Articulation Agreement for such a program; and must meet the qualifications outlined in Section 2.3.

2.3 Rocovich Scholar candidates may interview in the fall of his/her second year at SDSU and must interview no later than the spring of his/her second year to be considered for the Early Acceptance Program. The candidate must interview with and receive a favorable evaluation from the SDSU pre-medical committee/advisor and two VCOM faculty members including: a member of the VCOM admissions committee and a physician. VCOM values the interview as a highly important portion of the selection process.

2.4 Through an early interview process, the Early Acceptance Program shall be for up to five (5) SDSU students who:

a.) meet all general admission requirements as described in Exhibit A

b.) complete all required courses as described in Exhibit B before graduation from SDSU, earn a grade of "B" or better in these courses, and graduate with a Bachelor of Science (B.S.) or the equivalent degree within four (4) years of matriculation from SDSU.

c.) present and maintain a science and overall GPA of 3.50 or greater. The candidate must submit annually a transcript and letter from his/her pre-medical committee/advisor attesting that the candidate continues to maintain the required GPA and is in good academic and behavioral standing with the SDSU.
d.) present a score of 1000 or greater on the SAT or 24 or greater on the ACT. Candidates entering the Early Acceptance Program are not prepared to take the MCAT, and, in order for the candidate to have the opportunity to complete all the liberal arts and prerequisites desired, the Roccovich Scholar is not required to take the MCAT.

e.) obtain a minimum of one hundred (100) hours of health care volunteer hours

f.) obtain a minimum of one hundred (100) hours of community volunteer hours

g.) are U.S. Citizens or permanent residents of the United States

h.) comply with all other requirements set forth in this Agreement

SECTION 3: UNIVERSITY RESPONSIBILITIES

UNIVERSITY covenants and represents that it will:

3.1 SDSU’s Department of Biology & Microbiology Undergraduate Program’s Manager to serve as a liaison between SDSU and VCOM to coordinate and direct the Guaranteed Acceptance Program and the Early Acceptance Program ("Programs") at the SDSU and to perform interviews and determine recommendations for admission to the Programs.

3.2 Provide a schedule for the candidate in the mandatory SDSU courses so that the SDSU candidates interested in the Programs may complete the majority of the VCOM minimum course requirements in their first three years at SDSU.

3.3 Pursuant to the terms of this agreement, recommend for admission to the VCOM Program only those SDSU candidates that the SDSU’s Department of Biology & Microbiology Undergraduate Program’s Manager reasonably expects to fulfill all of the qualified student requirements, and provide VCOM with the necessary information to confirm completion of such requirements as well as any other reasonably requested information pertaining to the Programs and/or any applicant.

3.4 Prepare and make available to candidates all forms whereby students declare their intent to enter the Guaranteed Acceptance Program by the end of their third year or their intent to enter the Early Acceptance Program by their fourth semester of college; provide recognition of the Programs in the SDSU catalog and other marketing materials; inform each candidate of the requirement that the letter of intent be prepared for SDSU and VCOM.

3.5 Require that each candidate execute a consent form for disclosure of personal and academic information.

3.6 Advise each candidate in writing that the VCOM student handbook the VCOM college catalog, and any other materials specified by VCOM must be
read prior to submitting an application to VCOM under either one of the Programs, and that if a candidate is admitted to either one of the Programs, compliance with all rules, requirements, and guidelines set forth therein is mandatory.

3.7 Advise each candidate that he/she must meet the minimum health and technical standards that are required for admission as listed in the VCOM catalog; provide written confirmation that the candidate reviewed and will comply with any medical or health-related information, immunizations, or technical requirements that are required for admission to VCOM.

3.8 Inform each candidate in writing that, in the event the applicant is admitted to either one of the Programs, the candidate is responsible for preserving the confidentiality of any privileged or confidential information to which he/she has access at VCOM, including, but not limited to, any information contained in patient medical records or hospital records.

3.9 Inform each candidate in writing that, if admitted to either one of the Programs, the candidate may not submit for publication any material relating to the clinical education of his/her VCOM education without prior written approval of VCOM.

3.10 Deny a recommendation to any candidate otherwise meeting all of the qualified candidate requirements who has been subject to substantial disciplinary proceedings, violated the SDSU honor code, or who has otherwise demonstrated an unfit character for admission to either of the Programs, the study of medicine, or the provision of healthcare services.

SECTION 4: VCOM RESPONSIBILITIES

VCOM covenants and represents that it will:

4.1 Admit to VCOM's D.O. program up to five (5) qualified students through the Guaranteed Acceptance Program, provided that the number of qualified candidates exceeds or equals the number five (5). If more than five (5) qualified candidates submit and application, more than five (5) may be accepted, depending upon the total number of qualified candidates to the Guaranteed Acceptance Program.

4.2 Admit to VCOM's D.O. program up to five (5) qualified students through the Early Acceptance Program each year, provided that the number of qualified candidates exceeds or equals the number five (5). If more than five (5) qualified candidates submit and application, more than five (5) may be accepted, depending upon the total number of qualified candidates to the Early Acceptance Program.
4.3 Designate the VCOM Director of Admissions as a Program Coordinator to serve as a liaison between VCOM and SDSU and to serve as the person to coordinate the Programs with respect to the VCOM requirements.

4.4 Notify SDSU of any situation or problem that may threaten the candidate’s successful completion of the Early Acceptance Program.

4.5 Provide candidates within the Early Acceptance Program with the same rights, privileges, opportunities, and options provided to candidates at VCOM who are accepted after having received a baccalaureate degree.

4.6 Report to SDSU any candidate applying to the Programs who is deemed unacceptable for studies at VCOM.

4.7 Assure that all candidates accepted to VCOM’s D.O. program are invited to attend VCOM Accepted Students’ Day; retain responsibility at all times for each student’s osteopathic learning experience.

4.8 Provide the SDSU with current copies of VCOM’s catalog, student handbook, application, and any other VCOM materials relevant to the Programs for distribution to applicants to the Programs as a reference source for the SDSU’s pre-medical or academic advising office.

SECTION 5: GENERAL PROVISIONS

5.1 SDSU’s Department of Biology & Microbiology Undergraduate Program’s Manager and the VCOM Director of Admissions, or their duly appointed representatives, will cooperate closely in keeping the requirements for the Programs at the two institutions compatible and in complete agreement at all times. This cooperation is necessary to keep the two institutions thoroughly attuned to curriculum and course changes that each institution periodically makes to keep its educational programs abreast of current requirements.

5.2 Early Acceptance candidates shall be subject to all applicable policies, procedures, rules, and regulations of both SDSU (until conferral of the B.S. degree), and VCOM.

5.3 Applicants must apply early in the application cycle due to VCOM’s rolling admissions process. Once the class is filled (which is typically in February but could be earlier) candidates who are accepted are placed on a waitlist and may not be able to be admitted for the current year and, therefore, will be deferred until the next year.

5.4 SDSU is solely responsible for any academic programs and any academic matters pertaining to the conferral of the B.S. degree.
5.5 SDSU expressly agrees the VCOM retains the right to deny admission to any qualified candidate in the event he number of qualified candidates exceeds the number of allocated program slots and the number of available slots in any one year.

5.6 VCOM reserves the right to remove from the Early Acceptance Program any Rocovich Scholar whose performance is unsatisfactory in the sole judgment of the regulations of VCOM according to the VCOM handbook, or who has academic, behavioral, or technical standards deficiencies that bar or substantially threaten withdrawal or release shall be in writing to the SDSU coordinator and the Scholar and shall contain a statement of facts describing the Scholar's history that causes such action.

5.7 Neither SDSU nor VCOM shall unlawfully discriminate against any candidate on the basis of race, sex, ethnicity, disability, religion, gender, color, age, or national origin.

5.8 Students will not be employees of VCOM when they are engaged in any clinical practice and will not be entitled to workers' compensation or other employee benefits.

5.9 When Early Acceptance Program candidates attend VCOM and when these Rocovich Scholars serve in any clinical capacity, they will follow the required VCOM dress code, and, in accordance with the requirements of participating medical facility, they will observe all other rules, regulations, policies, and procedures of such medical facility.

5.10 This Agreement and the Programs shall be reviewed on an annual basis by the SDSU's Department of Biology & Microbiology Undergraduate Program's Manager and the VCOM coordinator, at which time both coordinators will evaluate the Programs and policies, discuss any related problems, and make any necessary revisions to this Agreement.

5.11 The SDSU coordinator and the VCOM coordinator shall inform one another of the following changes: changes in the academic curriculum, changes in availability of learning opportunities, and staff changes that affect either academic preparation or clinical teaching of students.

5.12 Transfer of information from any candidate's educational records not initiated by the candidate shall be made only with the candidate's written consent.

5.13 VCOM and/or SDSU shall have the right to discuss with any candidate any incident or occurrence that could result in liability to VCOM as a result of this Agreement or the Programs, and said candidate shall cooperate fully with VCOM in VCOM's investigation of said incident or occurrence.
5.14 Nothing in this Agreement or the Programs shall be construed as transferring financial responsibility from one party to another. Tuition and fees will be paid to and collected by the institution the candidate is actually attending.

5.15 This Agreement shall be effective upon its execution and shall continue for one (1) year and will automatically renew for an unlimited number of one-year periods thereafter, unless this Agreement is terminated under Sections 5.15 or 5.16.

5.16 Either party may terminate this Agreement without cause upon ninety (90) days written notice. Any termination will apply prospectively.

5.17 Either party may terminate this Agreement for cause, and such termination shall be effective upon receipt of written notice from the terminating party. As used in this paragraph, “for cause” shall mean breach of the terms of this Agreement or the Programs, the occurrence of a criminal indictment of a candidate accepted into either of the Programs, or any act of omission that is determined by the non-breaching party to be detrimental to its reputation, operation, or activities. Any termination will apply prospectively.

5.18 The laws of the Commonwealth of Virginia shall govern the validity and the interpretation of this Agreement.

5.19 The parties agree and covenant that, with respect to any claim or action arising out of this Agreement, or the Programs, each party shall be liable only for payment of that portion of any and all liability, expenses, costs, demands, settlements, or judgments resulting from the negligence, actions, or omissions of its own employees, officers, or agents.

IN WITNESS WHEREOF, the undersigned have executed this Agreement under seal as of the day and year first above written.

SOUTH DAKOTA STATE UNIVERSITY

By: 

Name: David L. Chicoine, Ph.D.

Title: President

EDWARD VIA COLLEGE OF OSTEOPATHIC MEDICINE

By: 

Name: Dixie Tooke-Rawlins, D.O.

Title: Dean and Executive Vice President
Exhibit A

VCOM GENERAL ADMISSION REQUIREMENTS

1. Submit a primary application to the American Association of College of Osteopathic Medicine Application Service (AACOMAS)
2. Submit a secondary application to VCOM including a signature which attests the candidate meets the minimum health requirements and technical standards that are prerequisite to admission as listed in the VCOM catalog.
3. Submit a favorable letter of recommendation from the UNIVERSITY pre-medical advisor/committee
4. Submit a favorable letter of recommendation from a Doctor of Osteopathic Medicine (if the student cannot obtain a letter from a DO prior to application, please contact the Office of Admissions for instructions).

In the event the candidate is offered admission to VCOM, the candidate will be required to submit a background check application.
Exhibit B

VCOM MANDATORY PREREQUISITE COURSES FOR
GUARANTEED ADMISSIONS PROGRAM
and EARLY ACCEPTANCE PROGRAM
(to be completed by graduation from UNIVERSITY)

1. Biology: Six (6) to Eight (8) semester hours.

2. General/Inorganic Chemistry: Six to Eight (8) semester hours or, for the students in the honors track, 4 credits of General Chemistry and the 2 credit of chemistry research lab applications as required in the honors track with at least a grade of B in those classes.

3. Organic Chemistry: Six (6) to Eight (8) semester hours.

4. Physics: Six (6) to Eight (8) semester hours or eight (8) quarter hours.

5. Biochemistry: Three (3) semester hours.

6. Additional Science: Six (6) semester hours or eight (8) quarter hours in upper-level science courses to be chosen from the following courses or like courses: Anatomy, Physiology, Immunology, Microbiology, Genetics, Virology, or Bioinformatics.

7. English: Six (6) semester hours or eight (8) quarter hours.