

# Memorandum of Understanding (MOU)

# Between Idaho State University and Lewis Clark State College

## To establish a partnership for Doctor of Pharmacy Admissions

This Agreement is by and between Idaho State University ("ISU") and Lewis Clark State College ("LCSC"), collectively the "Parties".

## **Background**

In an effort to strengthen the partnership between the two institutions and better serve students, Lewis Clark State College (LCSC) and Idaho State University (ISU) hereby enter into an Agreement that will facilitate acceptance of Lewis Clark State College undergraduate students into the professional Doctor of Pharmacy (PharmD) program at Idaho State University.

### **Agreement**

- 1. Mutual Responsibilities and Coordination.
  - a. Cooperation. The Parties shall cooperate in creating a mutually agreeable experience that meets the needs and goals of both ISU and LCSC. The Parties shall collaborate to facilitate the transition of qualified undergraduate LCSC students into the ISU Doctor of Pharmacy (PharmD) program.
  - **b. Nondiscrimination.** The Parties will not discriminate on the basis of race, creed, sex, national origin, disability, or any other protected class.
  - **c. Individual Representative.** The Parties shall each designate an individual representative to serve as a point of contact for matters relevant to this MOU.
  - d. Mutual Promotion of the Program: LCSC and ISU both agree to encourage qualified students to participate in this Agreement through advisement and dissemination of information.

### 2. LCSC Responsibilities.

- **a.** LCSC agrees to advise their students as to the proper course sequence that will meet the LCSC degree requirements and the ISU pre-pharmacy required courses to ensure timely completion of their degree.
- **b.** LCSC agrees to promote this Agreement and advise students as to the eligibility requirements as follows.
- c. To be eligible for consideration under this Agreement, LCSC students must earn any Associate of Arts, Associate of Science, or Bachelor's degree that requires completion of LCSC 37-credit General Education (Core) requirement. All general education courses will transfer in accordance with the Idaho State Board of Education policy III.N Statewide General Education.
- d. To be eligible for consideration under this Agreement, LCSC students must have completed the following pre-pharmacy courses as part of or in addition to the above Associate or Bachelor degree from LCSC. Students who transfer from other institutions to LCSC and complete a LCSC degree are considered to have completed these requirements if LCSC accepted the course from the original institution as being equivalent to these courses. All pre-pharmacy requirements must be completed by the end of the spring term of the year a student applies, with the exception of biochemistry. Biochemistry may be completed in the early summer session prior to beginning the PharmD curriculum.

ISU Pre-Pharmacy Requirement	Lewis Clark State College Course and Title	Credits
General Biology with lab	BIOL 181 – Ecology, Evolution, Diversity of Life	4
General Chemistry I with lab	CHEM 111 – Principles of Chemistry I	4
General Chemistry II with lab	CHEM 112 Principles of Chemistry II	4
Statistics	One of these courses BIOL 372 - Computational Statistics MATH 153 – Statistical Reasoning MATH 253 Statistical Methods for the Sciences	3
Calculus	MATH 170 – Calculus I	4
Organic Chemistry I with lab	Both of these courses CHEM 371 – Organic Chemistry I CHEM 373 – Organic Chemistry I Lab	3 2
Organic Chemistry II with lab	Both of these courses CHEM 372 – Organic Chemistry II CHEM 376 – Organic Chemistry II Lab	3 2
Biochemistry	CHEM 481 Biochemistry I	4
General Physics I	One of these courses PHYS 111 – General Physics I PHYS 211 – Physics for Scientists and Engineers	4-5
Microbiology with lab	One of these courses BIOL 250 – Microbiology for Health Sciences BIOL 355 – General Microbiology	4

Economics	One of these courses ECON 201 – Principles of Macroeconomics ECON 202 – Principles of Microeconomics	3
Anatomy and Physiology I & II with labs	Both of these courses BIOL 227 – Human Anatomy and Physiology I and Lab BIOL 228 – Human Anatomy and Physiology II and Lab	4
Electives	Electives to reach 72 total academic credits	varies

- **e.** To be eligible for consideration under this Agreement, LCSC students must complete all required pre-pharmacy courses with grades of C- or better. The minimum pre-pharmacy coursework GPA is 2.5.
- f. To be eligible for consideration under this Agreement, LCSC students must apply for admission to ISU's PharmD program through PharmCAS (<a href="http://pharmcas.org">http://pharmcas.org</a>) by December 1 for the priority consideration deadline, or by April 1 for the final application deadline in their final academic year of LCSC degree. Applicants must complete the application and meet all application requirements as outlined on PharmCAS and on the ISU College of Pharmacy website: 2 letters of reference, all official transcripts submitted, and application fee.
- **g.** LCSC students who complete the above requirements are eligible for consideration for admission to the ISU Doctor of Pharmacy (PharmD) program under this Agreement, but are not guaranteed admission to the competitive program.
- h. LCSC students participating in this program must also sign-up to participate in ISU College of Pharmacy's early assurance program ROAR RX: <a href="https://www.isu.edu/pharmacy/roarrx/">https://www.isu.edu/pharmacy/roarrx/</a>

#### 3. ISU Responsibilities.

- a. ISU College of Pharmacy agrees to provide direct guidance for LCSC students as they complete the pre-pharmacy curriculum, apply for admission to ISU's PharmD program, and complete the interview process. LCSC student participation in ROAR Rx facilitates this process and contact
- b. ISU College of Pharmacy agrees to assure admissions seats to the top 2 students from the pool of LCSC students who meet the eligibility requirements described above and complete successful admissions interviews, as determined by the admissions committee.
- c. ISU College of Pharmacy will consider for admission LCSC students who meet all admissions requirements to the ISU Doctor of Pharmacy (PharmD) program but who do not complete an Associate of Arts, Associate of Science or Bachelor degree from LCSC State College. However, students without one of these LCSC degrees are not eligible for one of the 2 assured seats under this Agreement and must compete for general at-large seats in the ISU Doctor of Pharmacy program. In addition, these students must complete ISU's general education requirements. All general education courses will transfer in accordance with the Idaho State Board of Education policy III.N Statewide General Education.

- 4. No Employment Relationship. Parties agree that no employment relationship exists between the parties. No benefits provided by either party to its employees, including unemployment and worker's compensation insurance, will be provided to the other party or its employees.
- 5. Program Changes and Amendment. This Agreement will encourage an annual revision to ensure all program requirements that change at either institution can be updated. Any change to this arrangement requires a written revision that each Party's authorized signatory must sign and must be completed by July 1 for the upcoming academic year.
- **6. Termination.** This Agreement may be terminated for the following reasons:
  - a. This Agreement shall be in force until either institution makes a decision in writing to terminate the Agreement. Termination becomes effective on the first day of July following the written notice of termination; this will enable any qualified LCSC student who completes the LCSC portion of the requirements of this Agreement prior to the effective date of termination, to be admitted into the Idaho State University program in the fall semester immediately following the effective termination date.
  - b. Breach: In the event of non-compliance or breach by one of the parties of the obligations binding upon it, the parties agree to attempt to resolve the matter through good faith negotiations between the parties. Should good faith negotiations fail, the non-breaching party may terminate the agreement. The non-breaching party must give written notice of the breach and the breaching party shall have 30 days to cure.
- **7. Immunities and Protections.** The Parties shall retain all of their immunities and protections under the Idaho Tort Claims Act (J.C. Section 6-901 *et seq.*) regarding the terms of this Agreement and any claims brought against either Party.
- **8. Compliance with Laws.** The Parties agree to comply with any and all applicable Federal and State laws.
- **9. Amendment.** Any change to this arrangement requires a written amendment that each Party's authorized signatory must sign.
- 10. Notice. All notices relating to this Agreement shall be in writing and shall be deemed to have been delivered when delivered in person or by e-mail with electronic confirmation of delivery. All notices shall be delivered to the signatories below or the individual representatives appointed by ISU and LCSC as outlined in this Agreement.
- 11. Force Majeure: Neither party is responsible for failure to fulfill its obligations due to causes beyond its reasonable control that make the contract impossible, impracticable, or frustrate the purpose of the contract, including but not limited to: acts or omissions of government or military authority; acts of God; government or court orders, guidelines, regulations, or actions related to communicable diseases, epidemics, pandemics, or other dangers to public health; materials shortages; transportation delays; fires; floods; labor disturbances; riots; wars; terrorist acts; or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party uses its best efforts to remedy such failure or delays if reasonable to do so. A party affected by a force

majeure condition shall provide written notice to the other party within a reasonable time of the onset of the condition. A force majeure condition suspends a party's obligations under this contract, unless the parties mutually agree that the obligation is excused because of the condition.

- **12. Governing Law.** The laws of the State of Idaho will govern this Agreement with Venue in Bannock County
- 13. Mutual Liability. Each party agrees to be responsible and assume liability for its own wrongful or negligent acts or omissions, or those of its officers, agents or employees to the full extent required by law. Each party agrees to maintain reasonable coverage for such liabilities either through commercial insurance or a reasonable self-insurance mechanism, and the nature of such insurance coverage or self-insurance mechanism will be reasonably provided to the other party upon request.
- **14. Assignment.** There will be no assignment or transfer of this Agreement, or of any interest in this Agreement, unless both parties agree in writing. No services required under this Agreement may be performed under subcontract unless both parties agree in writing.
- **15. Severability.** If any part of this Agreement is held to be illegal, void, or in conflict with any Idaho law, the remainder of this Agreement remains operative and binding.
- **16. Entire Agreement and Modification.** This Agreement represents the entire Agreement between the Parties and may not be altered, amended, or modified except in a writing signed by all Parties.

(SIGNATURES TO FOLLOW)

To express the Parties' intent to be bound by the terms of this Agreement they have executed this document on the dates set forth below.

-DocuSigned by:

7/7/2023

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10/30/2023

Rex W. Force VPHS/SVP Idaho State University