

Articulation Agreement (proposal)

This Articulation Agreement (“Agreement”) between the College of Pharmacy at Marshall B. Ketchum University (“COP”) and Cerritos College sets forth the terms and conditions under which a pathway to admissions is established to develop the most competitive applicants from Cerritos College to gain access to pharmacy information and an interview at COP. Cerritos College students will benefit from the early exposure to COP admissions processes and the potential shadowing experiences offered through the Agreement. The Agreement will allow COP to connect with prospective applicants earlier in order to better advise them about COP’s application process. Additionally, applicants who show interest and satisfy the requirements of the Agreement can matriculate with a better understanding of the pharmacy profession through their early engagements with COP and shadowing opportunities. COP and Cerritos College may be individually referred to as “Party,” or collectively as “Parties.”

This Agreement shall be in effect as of the date written below and will remain in effect until the termination of the Agreement in the manner provided herein.

I. General

1. The “Articulation Agreement” is designed to meet COP’s requirements for admissions to the desired program based on meeting the eligibility criteria and minimum qualifications for admission to COP.
2. COP retains primary responsibility for the evaluation of its applicants. The admissions and matriculation process for COP’s students remains under the control of COP and its administration.
3. The parties will each appoint a coordinator for the Program. The parties will cooperate and communicate with each other to assess the Program, to address concerns that may arise, and to implement improvements.

II. Responsibilities of COP

1. COP shall annually notify Cerritos College of its admissions requirements and competitive standards.
2. COP represents that each applicant that meets the minimum requirements of the “Articulation Agreement”, and applies through the appropriate channels, will be granted an on-campus interview, which may be in person or virtually.
3. COP will connect eligible students with Pharmacy shadowing opportunities to enhance their exposure and knowledge of the profession before matriculation
4. COP shall notify the applicant that they are responsible for:
 - i. Maintaining a minimum 3.0 Overall GPA at Cerritos College
 - ii. Successfully complete all the required courses for admission to the COP before August 1st of the year which they plan to matriculate. Prerequisite courses may be in progress or planned before participating in the Agreement. All updated prerequisite courses for COP are listed on the admissions page of the MBKU website (www.ketchum.edu/pharmacy).
 - iii. Complete a Pharmacy College Admission Test (PCAT) before matriculation (this requirement is waived for students who have completed a bachelors degree).
 - iv. Visit MBKU campus for a one-on-one advising session with COP Assistant Dean of Student Services or attend a virtual Open House

III. Responsibilities of Cerritos College:

1. Cerritos College will provide prospective students an opportunity to participate in the “Agreement” through the Pharmacy Technician program.
2. Cerritos College will advise eligible students which prerequisite classes are accepted at COP prior to application.

3. Cerritos College will provide COP with a "recommendation" to COP Admissions as part of the PharmCAS application.

IV. Responsibilities of the Student:

1. Maintain minimum 3.0 Overall GPA at Cerritos College.
2. Notify the Cerritos College pharmacy technician program their intention to participate in this agreement.
3. Schedule visit to MBKU campus or a virtual appointment to get advising from COP admissions staff.
4. Applicants will apply through PharmCAS the year before they plan to matriculate.

V. Additional Terms and Conditions:

1. COP and Cerritos College will communicate at least once a year on the course catalog changes at Cerritos College and to determine appropriate prerequisite courses to be fulfilled at Cerritos College in order to be eligible for COP.
2. This Agreement is not intended and, to the extent permitted by law, shall not be construed to create an advantage relationship between COP and the students participating in the Agreement.
3. The Agreement shall be executed in accordance with all applicable laws. No person shall be subject to unlawful discrimination in connection with the Agreement.
4. Cerritos College will only disclose student information, as appropriate, to personnel at the Facility who have a legitimate need to know in accordance with the Family Educational rights and Privacy Act (FERPA). COP hereby agrees that its personnel will use such information only in furtherance of the Agreement for students, and that the information will not be disclosed to any other person without the student's prior written consent as required by FERPA.
5. This Agreement may be terminated by either Party's giving sixty (60) days' notice in writing to the other Party by certified or registered mail at the address hereafter set forth. Any applicant already accepted through the Agreement shall be allowed to complete required responsibilities as initially determined.
6. This Agreement may be modified only by written amendment signed by duly authorized representatives of each Party.
7. COP and Cerritos College agree to recognize their affiliation with each other accurately in all publications and public statements neither Party shall not use the name, logo, or other identification of the other Party without prior written consent.
8. No student will be discriminated against in any aspect of his or her training the basis of race, religious creed, color, national origin, or ancestry, age, marital status, gender, sexual orientation or any other basis protected by federal, state or local law or ordinance or regulation.
9. No monetary or other consideration will be exchanged between Parties.
10. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of California.
11. Non-Exclusive Agreement. This is a non-exclusive Agreement, and either Party may contract with third parties to provide other similar agreements or programs.
12. No Agency or Partnership Relationship. It is expressly understood that no employee, agent, partner or representative of either Party is an employee, representative, partner, or agent of the other Party:
 - i. Each Party performs under this Agreement as an independent contractor, and has no authority to represent or bind the other Party.
 - ii. No Party's employees are entitled to unemployment or worker's' compensation benefits from the other Party.

- iii. Each Party shall require its Program staff and instructors to acknowledge in writing that (i) they are not employees, representatives, partners, or agents of the other Party (ii) they shall not represent themselves as such; and (iii) they have no authority to represent or bind the other Party.
13. Assignment. This Agreement or any right or duty under this Agreement, shall not be assigned without the prior written consent of the other Party which can be withheld at its discretion. Any request for such consent shall be accompanied by the proposed written assignment.
14. No Endorsement. Nothing contained in this Agreement shall be construed as conferring on any Party, any right to use the other Party's name as an endorsement of any product or service or to advertise, promote or otherwise market any product or service without the prior written consent of the other Party. Furthermore, nothing in this Agreement shall be construed as an endorsement of any commercial product or service by either Party, its officers, employees or agents.
15. No Third-Party Beneficiaries. Nothing contained in this Agreement shall be construed to create a legal right in any participant or other third party to enforce its terms or to subject either Party to liability to any participant or other third party for any failure to comply with its terms.
16. Force Majeure. Neither Party shall be liable for any delays in the performance of any of its obligations hereunder due to causes beyond its reasonable control, including but not limited to fire, strike, war, riots acts of any civil or military authority, acts of God, judicial action, unavailability or shortages of labor, materials or equipment, impaction or enrollment restrictions ordered by the State of California, or failure or delay in delivery by suppliers or delays in transportation.
17. Invalidity and Severability. If any of the provisions of this Agreement are determined to be invalid, illegal or unenforceable by a court of competent jurisdiction, such provisions shall be provided, however, that with respect to any material provision so severed, the Parties shall negotiate in good faith to achieve the original intent of such provision.
18. Incentive Payments. Each Party certifies that it has not given any incentive benefit directly or indirectly (monetary or in kind) to any employee of the other Party, for the purpose of obtaining, or in connection with, this or any other agreement.

This Agreement shall be effective as of _____ upon execution of both parties.

Marshall B. Ketchum University

By: Edward Fisher 5/25/2021

Dr. Edward Fisher
Dean - College of Pharmacy
2575 Yorba Linda Blvd.
Fullerton, CA 92831

Cerritos College

By: Rick Miranda Digitally signed by Rick Miranda
Date: 2021.05.25 13:15:55 -07'00'

Rick Miranda
Vice President, Academic Affairs
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