

COLLABORATIVE AGREEMENT BETWEEN MARSHALL UNIVERSITY AND FAIRMONT STATE UNIVERSITY

DOCTOR OF PHYSICAL THERAPY

This Agreement is entered into this 18th day of October, 2021, between Marshall University, a State of West Virginia institution of higher education (Marshall) and Fairmont State University, a State of West Virginia institution of higher education (Fairmont State), collectively (the Parties).

Whereas, Marshall University, through its College of Health Professions, School of Physical Therapy (MUSOPT), offers the Doctor of Physical Therapy (DPT) degree; and

Whereas, It is the desire of the Parties for highly qualified students attending Fairmont State University to enter the Marshall University DPT program.

Wherefore, the parties agree as follows:

1. Fairmont State University will provide an undergraduate education that meets the stated requirements for MUSOPT. Students at Fairmont State University may pursue any undergraduate major; however, students must successfully complete the required prerequisite courses.
2. MUSOPT will accept up to two (2) students each year in its Doctor of Physical Therapy program provided the students have met the following criteria:
 - a. Completed an undergraduate degree, including the required prerequisite courses, from Fairmont State University prior to matriculation into the Marshall University School of Physical Therapy;
 - b. Attained an overall cumulative undergraduate grade point average of 3.5 on a 4.0 scale or higher;
 - c. Attained a grade point average of 3.4 on a 4.0 scale or higher in the required prerequisite courses, which include, but are not limited to: BIOL 1105, BIOL 1106, CHEM 1105, CHEM 2200, PHYS 1101, PHYS 1102, BIOL 3301 and BIOL 3302, MATH 1550 or PSYC 2240 or BSBA 3310, and PSYC 1101 and PYSC 3330 or PSYC 3300. Higher level courses may be substituted for lower-level courses in the same area.
 - d. Attained a minimum grade of B in each required prerequisite course;
 - e. Completed a verified application with the Physical Therapy Centralized Application Service (PTCAS) by the published deadline of the year prior to matriculation with all required elements completed (e.g., essay, letters of recommendation, undergraduate transcript, GRE scores, and 30 clinical observation hours);
 - f. Received a total GRE® score (Verbal + Quantitative) of 298 or higher with a 3.5 on a 5.0 scale for the Analytic Writing score. GRE® scores are to be submitted using the following school code [Marshall U Sch Phy Therapy PTCAS Code = 0323];
 - g. Completed the Altus Suite (CASper Test & Snapshot) by the published deadline of the year prior to matriculation;
 - h. Successfully completed the MUSOPT interview process;
 - i. Completed the Marshall University supplemental application; and
 - j. Paid the non-refundable seat deposit and Marshall University supplemental application fee.
3. All notices required under this Agreement shall be in writing and shall be deemed to have been duly given (i) if delivered by hand and receipted for by the party to whom said notice or other communication shall have been directed, or upon delivery if mailed by certified or registered mail with postage prepaid, to the following addresses:

Scott Davis PT, EdD, OCS
Marshall University
2847 5th Avenue
Huntington, WV 25705

Amanda Metcalf, Ph.D.
Fairmont State University
1201 Locust Avenue
Fairmont, WV 26554

4. This Agreement may be terminated upon six (6) months written notice to the other party. Provided that, any Student who has entered the program will be permitted to finish the program.
5. This Agreement may be immediately terminated if either party loses their accreditation status or ceases doing business.
6. This Agreement may not be assigned without the written consent of the other party.
7. This Agreement may be modified or amended upon mutual agreement of the parties.
8. This Agreement shall be governed by the laws of the State of West Virginia.
9. Each party hereby states that it is, and shall continue to be, in compliance with the Civil Rights Act of 1964, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, as well as other applicable Federal, State, and Local statutes, rules, and regulations. No person shall, on account of race, color, national origin, ancestry, age, physical or mental disability, marital or family status, pregnancy, veteran status, religion, creed, sex, sexual orientation, genetic information, gender identity, or gender expression, be unlawfully excluded from participation in any programs sponsored by either of the Parties to this Agreement. The Parties shall not discriminate on the basis of race, color, national origin, ancestry, age, physical or mental disability, marital or family status, pregnancy, veteran status, religion, creed, sex, sexual orientation, genetic information, gender identity, or gender expression, in any of the services provided hereunder.
10. In addition to the Parties right to share or disclosed information as outlined in 34 C.F.R. §99.34, to the extent required, the Parties acknowledge and agree that the students' education records and any personally identifiable information from such education records (collectively "Student Information") created by either Party and/or provided by either Party is subject to the confidentiality provisions of the federal Family Educational Rights and Privacy Act, 20 USC § 1232g, ("FERPA") and its implementing regulations (34 C.F.R. Part 99). Accordingly, each Party agrees not to disclose or re-disclose any Student Information to any other party without the prior written consent of the respective Party and the student(s) to whom the Student Information pertains unless the disclosure or re-disclosure falls under a FERPA exception allowing disclosure without the student(s)' consent. The Parties also agree to only use Student Information for the purpose(s) for which the Student Information was disclosed. For the purposes of this Agreement, pursuant to FERPA, each Party hereby designates the other as an Educational Institution official with a legitimate educational interest in the educational records of the student(s) who participate in the Program to the extent that access to the records is required by the Educational Institution to carry out the Program.

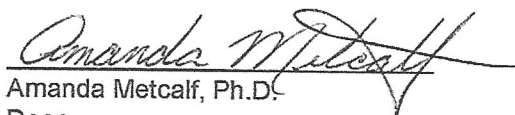
If either Party receives a court order, subpoena, or similar request for Student Information, the receiving Party shall, to the extent permitted by law, notify the other Party within two (2) business days of its receipt thereof, and each Party shall reasonably cooperate with the other Party in meeting the each other's FERPA obligations in complying with or responding to such request, subpoena, and/or court order.
11. The Parties to this Agreement are not partners or joint venturers with each other and nothing herein shall be construed to make them partners or joint venturers or impose any liability as such on either of them.
12. The provisions of this Agreement are intended to bind the Parties as to each other and are not intended to and do not create rights in any other person or confer upon any other person any benefits, rights or remedies, and no person is or is intended to be a third-party beneficiary of any of the provisions of this Agreement.

DocuSigned by:

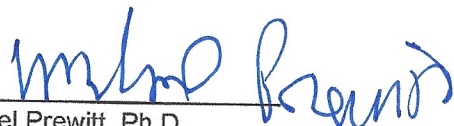


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D. Scott Davis, PT, M.S., Ed.D.
Chairperson/Program Director
Marshall University School of Physical Therapy



Amanda Metcalf, Ph.D.
Dean
College of Education, Health, & Human Performance
Fairmont State University



Michael Prewitt, Ph.D.
Dean
College of Health Professions
Marshall University