MEMORANDUM OF UNDERSTANDING

Between

Commonwealth University of Pennsylvania And

Shippensburg University of Pennsylvania

This Memorandum of Understanding ("MOU") is made between Shippensburg University and Commonwealth University and will become effective on the date it is signed by PASSHE Legal Counsel.

1. PURPOSE AND SCOPE: This Arrangement between Shippensburg University and Commonwealth University establishes a 4+2 Baccalaureate/M.S. Arrangement ("the 4+2 Arrangement") to provide a direct pathway to graduate study in athletic training for Shippensburg University students who meet the prerequisite requirements. Qualified Shippensburg students will complete their undergraduate studies at Shippensburg University in the Exercise Science Major before entering graduate studies in the Master of Science in Athletic Training (MS-AT) degree program at Commonwealth University. The 4+2 Arrangement support a smooth transition for Shippensburg University undergraduate Exercise Science majors into graduate studies at Commonwealth University in athletic training with the intent of strengthening the quality and breadth of academic programs at both institutions.

2. SPECIFIC RESPONSIBILITIES/AUTHORITY:

- a) Commonwealth University and Shippensburg University designate the person(s) set forth in Section 4 as their respective representatives to coordinate and manage the activities under this MOU. The representatives shall provide general oversight and connect pertinent individuals within each institution as needed to discuss this Agreement, changes to the Agreement, and any other topics of interest to either party.
- b) Each party in this MOU retains full authority over and reserves the right to make changes in their respective courses, programs, and credential requirements. Each party shall publicize the 4+2 Arrangement in academic materials as appropriate and shall brief students as appropriate. Each party approves of the use of its name by the other party in connection with the other party's publication of the 4+2 Arrangement as anticipated in this Section 2(B). Neither party shall otherwise use the name or trademark of the other party without the prior approval of the other party.
- c) Commonwealth University shall (in its sole discretion) establish admission criteria, review applications from students recommended by Shippensburg University and communicate directly with applying Shippensburg University students on decisions related to acceptance to the athletic training graduate program. Details regarding this process are set forth below.
- d) Commonwealth University shall establish its tuition rates and shall

collect and retain any tuition remitted for its courses.

3. MUTUAL RESPONSIBILITIES:

a) Shippensburg University agrees to:

- 1. Subject to administrative discretion, provide courses that meet the prerequisite degree requirements for Commonwealth University's Master of Science in Athletic Training degree.
- 2. Designate a person who will serve as coordinator of the joint pathway at Shippensburg University. The coordinator will:
 - i. Be responsible for promoting the affiliation to prospective and current students.
 - ii. Keep students and appropriate advisors abreast of current information applicable to the affiliation. However, it shall be and remain the responsibility of students to ascertain all current and applicable program requirements.
 - iii. Maintain permanent files for Shippensburg University students who intend to apply to the joint pathway.
 - iv. Serve as a liaison between Shippensburg University and Commonwealth University for any and all issues involved in the affiliation.

b) Commonwealth University agrees to:

- 1. Designate a person who will serve as coordinator of the joint pathway at Commonwealth University. The Coordinator will:
 - i. Serve as a liaison between Commonwealth University and Shippensburg University for any and all issues involving the affiliation.
 - ii. Inform appropriate personnel of the existence of the agreement and encourage them to support it.

4. PROGRAM DETAILS AND ADMISSIONS:

a) General Guidelines:

- 1. Commonwealth University will guarantee admission to a minimum of 3 students from Shippensburg University each year who meet admission criteria.
- 2. Shippensburg University's program coordinator will identify and nominate potential students each year who may fit the established criteria for entry to the athletic training program at Commonwealth University after their junior year (4+2 Arrangement).
- 3. Shippensburg University has no obligation to nominate a student or students to Commonwealth University's athletic training program, even if

a student fulfills the criteria. Shippensburg University's program coordinator may choose not to nominate any students in a given year or may nominate fewer students than would be allowable by this Agreement.

b) Admissions Policies and Criteria:

- 1. Shippensburg University students must complete a standard centralized application to the MS-AT program through ATCAS by February 1st of their senior year for 4+2 candidates.
- 2. Shippensburg University students must complete the bachelor's degree in Exercise Science and provide an official degree-bearing transcript to the Commonwealth University Office of Graduate Admission by the time the MS-AT program begins during the 2nd summer session of the respective academic year.
- 3. Shippensburg University students must have a cumulative undergraduate grade point average of at least 3.00 at the end of their undergraduate program in Exercise Science.
- 4. Shippensburg University students must have an overall grade point average greater than or equal to 3.00 in all prerequisite courses with no grade lower than a C in these courses. *Appendix A* identifies Shippensburg University equivalent coursework that satisfies the prerequisite undergraduate coursework required for admission to the MS-AT program.
- 5. Once enrolled at Commonwealth University, Shippensburg University students must adhere to, and their continued enrollment will be subject to, the policies, procedures, rules, and regulations of the Athletic Training Program, including but not limited to its academic standing requirements for graduate students.
- c) Tuition: The MS-AT program is full-time and five academic terms in length, and includes two fall and spring semesters, and one summer session. Tuition and fees while attending Commonwealth University will be charged at its prevailing rate. Shippensburg University students will be eligible to apply for federal student loans, scholarships, and graduate assistantships to cover the cost of education.
- 5. INSTITUTIONAL REPRESENTATIVES: The following persons will provide general oversight and serve as the primary point of contacts at Commonwealth University and Shippensburg University and will communicate mainly by email and phone:

Dr. Samuel Forlenza
Chair and Associate Professor of Exercise Science
stforlenza@ship.edu
717.477.1713

Commonwealth University Primary Point of Contact:

Dr. Jody Russell
MS-AT Program Director/Professor
<u>Jrussel3@commonwealthu.edu</u>
570-484-2704

6. EFFECTIVE DATE AND TERMINATION: This Agreement will be effective on the date it is signed by both institutions, with PASSHE legal signature date becoming the official date of the agreement. The agreement will be valid for an initial period of five years. Upon expiration of the five years, the MOU will be subject to renewal upon written consent of both parties. Additions and changes to this MOU may be made at any time with the written agreement of both Commonwealth University and Shippensburg University. Students enrolled in the pathway who maintain continuous registration will not be affected by any changes in the provisions of this Agreement. Either party may withdraw from this MOU upon 90 days written notice to the other institution. Termination must be from authorized officials of each institution. Except to the extent required by (i) law or regulatory bodies, or (ii) necessary to ensure the safety and wellbeing of participating students, termination of this MOU shall not affect students already accepted into the pathway under the terms of this MOU. These students shall be allowed to complete the pathway under the terms outlined herein.

7. MISCELLANEOUS:

- a) Independent Contractors: Commonwealth University and Shippensburg University shall be independent contractors and not partners, joint ventures, principal and agent, or any other similar relationship. Neither institution shall have, or hold itself out as having, the power or authority to bind or create liability for the other by its negligent or intentional act or omission.
- b) Confidentiality: The institutions may exchange information that could be confidential and not (a) generally known to the public, (b) already known, through legal means, to the party receiving the information, or (c) legally obtained from a third party. Each institution agrees to use the other's confidential information solely for the purpose contemplated by this Agreement and not to disclose such confidential information to any person or entity other than as necessary for such purposes or as required to be disclosed by order of a court of competent jurisdiction, administrative body or governmental body, or by subpoena, summons or legal process, or by law, rule or regulation.
- c) **FERPA:** In course of dealings between the parties, and in accordance with the Gramm- Leach Bliley Act (and the Federal Trade Commission's implementing

regulations) and the Family Education Rights and Privacy Act of 1974, each party represents, warrants and covenants that it is capable of maintaining appropriate safeguards for non-public personal finm1cial information, student education records, and other protected information ("Protected Information") relating to students to which all parties involved in this Agreement will be provided access to. Protected Information shall be held in confidence and may only be used or accessed for the purposes set out in this Agreement or as required to be disclosed by order of a court of competent jurisdiction, administrative body, or governmental body, or by subpoena, summons or legal process, or by law, rule or regulation. Each party will protect such Protected Information in accordance with generally accepted commercial standards and no less rigorously than it protects its own confidential information.

- d) Execution: This MOU sets forth the entire agreement between the parties regarding the subject matter herein. The MOU may be executed in two or more counterparts, each of which shall be an original but all of which shall constitute one and the same instrument. The Parties agree to accept electronic, .pdf and facsimile signatures as original signatures. No waiver shall be effective unless in writing, signed by the waiving party. This MOU may only be amended by a written instrument signed by both institutions.
- e) This MOU is not a legally binding contract and is not enforceable in a court or in the Board of Claims. In the event of a dispute between the parties, advice and direction will be requested from the Office of the Chancellor or Office of Chief Counsel.

In WITNESS WHEREOF, the authorized representatives of the parties have executed this Memorandum of Understanding as of the date indicated below.

APPROVED: Commonwealth Uni	versity	Shippensburg University
President	Date	Charles Patterson, President Date
Provost	Date	Darrell Newton, Provost and Vice President for Academic Affairs
Approved as to Form	n and Legality:	
University Legal Co	unsel	Date

Appendix A

Commonwealth University Shippensburg University 4+2 Baccalaureate/M.S. Arrangement

Commonwealth University M.S., Athletic Training Program					
Undergraduate Prerequisite Coursework	Shippensburg University Course Equivalent **These courses must be completed at Shippensburg to be eligible for the MS-AT program				
	Course Number	Course Title	Credits		
Anatomy & Physiology I with Lab	BIOL 237	Human Anatomy & Physiology I	4		
Anatomy & Physiology II with Lab	BIOL 238	Human Anatomy & Physiology II	4		
Physics	PHYS 110 PHYS 121 PHYS 123	Physics for Society OR Introductory Physics I Physics Ia Laboratory	3 3 1		
Chemistry	CHEM 105 CHEM 121 CHEM 125	An Observational Approach OR Chemical Bonding Laboratory IB: Stoichiometry	3 3 1		
Biology	BIOL 161 BIOL 162	Principles of Biology: Cell Structure & Function OR Principles of Biology: Organismal Diversity	4		
General Psychology	PSYC 101	General Psychology	3		
Biomechanics/Kinesiology	EXER 333	Biomechanics	4		
Exercise Physiology	EXER 343	Foundations of Exercise Physiology OR	4		
Nutrition	EXER 321 EXER 260	Exercise Physiology I Principles of Nutrition	3		
Statistics	MATH 117	Applied Statistics	3		