#### GUARANTEED ADMISSION AGREEMENT between The George Washington University on behalf of its School of Nursing and The College of Southern Maryland

This Guaranteed Admission Agreement ("Agreement") is effective this July 1, 2022 by and between the George Washington University ("GW"), on behalf of its School of Nursing ("SON") and The College of Southern Maryland ("CSM").

WHEREAS, CSM offers an Associate Degree in Nursing ("ADN") to students who have successfully completed the academic requirements of its program; and

WHEREAS, GW, through SON, offers a Bachelor of Science in Nursing ("BSN") to students who have successfully completed the academic requirements of its program; and

WHEREAS, GW and CSM recognize the need to facilitate the admission of students to GW who have successfully obtained an ADN from CSM as they pursue a BSN from GW, and resolve to adopt a guaranteed admission arrangement, in accordance with the terms and conditions herein.

NOW, THEREFORE, the parties agree as follows:

#### I. Program Overview

This Agreement applies to Students who have obtained an ADN from CSM who desire to obtain a BSN from GW.

#### II. General Admission Requirements and Eligibility

- A. For students who have obtained an ADN from CSM and desire a BSN, admission to SON will be guaranteed if the students have satisfied the following requirements:
  - 1. Obtained an ADN from CSM
  - 2. Graduated with a cumulative 3.0 GPA in the ADN as well as an overall GPA of 3.0 and
  - 3. Have completed the required prerequisite coursework for the BSN program (see Attachment I for details)
- B. CSM students who do not satisfy the admission requirements set forth above for guaranteed admission may be considered for admission by GW, but admission will not be guaranteed.

## **III.** Program Requirements

The prerequisites for eligibility for students, who have obtained an ADN from CSM and desire a BSN, are as follows and further outlined in Attachment I:

- A. Each applicant must complete the ADN to include general education coursework with grades of C or better (C- grades and lower do not transfer) and a minimum cumulative 3.0 GPA, prior to starting the program;
- B. The general education courses are required and will be completed in the ADN or taken in addition to courses required by the BSN.

## **IV.** Program Benefits

Students who are admitted to GW pursuant to this Agreement will be eligible to apply for financial aid and tuition awards, as available.

## V. Responsibilities of CSM

- A. CSM agrees to disseminate accurate information to CSM students regarding the conditions for guaranteed admission to GW as set forth in this Agreement by posting such conditions on the CSM website.
- B. CSM agrees to collaborate with GW to promote this Agreement to prospective and current CSM students.
- C. CSM agrees to provide academic advising services to assist CSM students in choosing courses that will best prepare them for their program of study at GW and to prepare faculty advisors and counselors to provide appropriate and accurate advising services related to students' plans to apply to GW.
- D. CSM agrees to communicate with GW representatives to discuss any changes in CSM programs, which may impact or alter this Agreement.

## VI. Responsibilities of GW

- A. GW agrees to provide academic advising services to CSM students who plan to apply to SON to assist these students in making a smooth transition from the community college to GW.
- B. GW agrees to collaborate with CSM to promote this Agreement among CSM students.
- C. GW agrees to waive the application fee and the deposit to CSM students who meet all requirements set by this Agreement.
- D. GW agrees to provide scholarships to at least three (3) CSM students who are admitted under this Agreement.

# VII. Responsibilities of Students

- A. Students who apply to GW will be responsible for understanding the requirements for the BSN program at GW.
- B. Students who apply to GW will be responsible for following the GW application and admission processes and timelines.

### VIII. Miscellaneous

## A. <u>Term and Termination</u>.

- 1. The term of this Agreement shall be five (5) years and will commence on July 1, 2022 and shall expire on July 1, 2027. This Agreement may be renewed for additional periods if the parties agree in writing.
- 2. This Agreement may be terminated by mutual consent of the parties in writing.
- 3. This Agreement may be terminated by either party upon ninety (90) days' notice in writing. Unless otherwise agreed by the parties, CSM students accepted for admission to SON at the time any notice of termination is received shall be permitted to complete their program under the terms and conditions of this Agreement. No new CSM students shall be admitted to SON after either party receives written notice of termination.
- B. <u>Intellectual Property</u>. Each party reserves all ownership rights to the course materials they develop and utilize for their respective programs.
- C. <u>Review of Agreement</u>.
  - 1. CSM will designate officials who will be responsible for all aspects of the Agreement at CSM. GW will designate individuals responsible for all aspects of the Agreement at GW.
    - i. The GW representative will be the Assistant Dean of Enrollment Management and Student Services.
    - ii. The CSM Representative will be the Coordinator of Transfer and Articulation.
  - 2. Both GW and CSM agree to review the Agreement a minimum of every three (3) years and to recommend adjustments or amendments as deemed appropriate to maintain the integrity of each institution as well as for the improvement of the transfer process and student articulation.
- D. <u>Status of the Parties</u>. The parties agree that no students or faculty of one party

shall be considered an employee, agent, contractor, or representative of the other party for any purpose including, but not limited to, workers' compensation and employee benefits. The parties expressly understand and agree that this Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association among the parties, but is rather an agreement by and among independent parties.

- E. <u>Assignment or Subcontract</u>. This Agreement shall not be assigned or subcontracted by a party without the written approval of the other party which shall not be unreasonably withheld.
- F. <u>Notices</u>. All notices related to this Agreement shall be deemed properly issued if given in writing and hand delivered or sent by e-mail (receipt acknowledged), or mailed (registered or certified mail, return receipt requested), with all postage or other charges prepaid to:

For GW:

Christopher Dejean Manager, Clinical Education Operations The George Washington University 45085 University Drive Ashburn, VA 20147

For CSM:

Jacqui Rogers-Frere Coordinator of Transfer and Articulation Registrar's Office 8730 Mitchell Road P.O. Box 910 La Plata, MD 20646

- G. <u>Severability</u>. If any provision of the Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, to the extent that the substance of this Agreement remains intact, the validity and enforceability of the remaining provisions of the Agreement shall not be affected thereby.
- H. <u>Waiver</u>. Any waiver of any provision hereof shall not be effective unless expressly made in writing and executed by the party to be charged. The failure of any party to insist on performance of any term or condition of this Agreement shall not be construed as a waiver or relinquishment of any rights granted hereunder or of the further performance of any such term, covenant or condition, and the obligations of the parties with respect thereto shall continue in full force and effect.
- I. <u>Compliance with Applicable Laws</u>. The parties agree to comply with applicable laws, regulations, rulings, and standards and amendments thereto, of all

entities that regulate, license, govern and/or accredit the parties, including, but not limited to, federal, state and local governmental entities.

- J. <u>Other Affiliations</u>. Nothing in this Agreement shall prohibit any party from affiliating or contracting with any other entity for any purpose whatsoever.
- K. <u>Use of Name</u>. Except for the exclusive purpose of advertising the program to CSM students, CSM may not use GW's name or any of its registered marks without GW's prior written consent in each instance. This prohibition extends to inclusion of GW's name in client lists and press releases.
- L. <u>Governing Law</u>. This Agreement shall be governed by the laws of the State of Maryland.
- M. <u>Entire Agreement</u>. This Agreement contains all the terms and conditions agreed upon by the parties regarding the subject matter of the Agreement and supersedes any prior agreements, releases, or stipulations, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may be amended only by written agreement executed by the parties.

Indemnity. Each party shall be responsible for any and all costs, damages, claims, liabilities or judgements which arise as a result of the negligence of its employees.

Insurance. Each party shall maintain general and professional liability insurance in the amount of at least \$1,000,000 per occurrence and \$3,000,000 aggregate for the duration of this agreement.

IN WITNESS WHEREOF, THE COLLEGE OF SOUTHERN MARYLAND and THE GEORGE WASHINGTON UNIVERSITY hereto have executed this Agreement by their duly authorized representatives as of the date first above written.

## The George Washington University

By: \_\_\_\_\_

Date: Aug 18, 2022

Christopher Alan Bracey Provost and EVP for Academic Affairs

## College of Southern Maryland

By: \_\_\_\_\_

Maureen Murphy President <sub>Date:</sub> Jun 6, 2022