

GUARANTEED ADMISSION AGREEMENT
between
The George Washington University
and
Montgomery College

This Guaranteed Admission Agreement ("Agreement") is effective this December 1, 2017 by and between the George Washington University ("GW"), on behalf of its School of Nursing ("SON") and Montgomery College ("MC").

WHEREAS, MC offers an Associate of Science Degree of 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 MC recognize the need to facilitate the admission of students to GW who have successfully obtained an ADN from MC 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 MC who desire to obtain a BSN from GW.

II. General Admission Requirements and Eligibility

- A. For students who have obtained an ADN from MC and desire a BSN, admission to SON will be guaranteed if the students have satisfied the following requirements:
1. Obtained an ADN from MC;
 2. Graduated with a cumulative 3.0 GPA in ADN courses, as well as an overall cumulative GPA of 3.0 from MC courses, and
 3. Have completed the required prerequisite coursework for the BSN program (see Attachment I for details).
- B. MC 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 MC and desire a BSN, are as follows and further outlined in Attachment I:

- A. Each applicant must complete the ADN with grades of C or better (C- grades and lower do not transfer) and a minimum cumulative 3.0 GPA, prior to starting the BSN program.

IV. Responsibilities of MC

- A. MC agrees to disseminate accurate information to MC students regarding the conditions for guaranteed admission to GW as set forth in this Agreement by posting such conditions on the MC website.
- B. MC agrees to collaborate with GW to promote this Agreement to prospective and current MC students.
- C. MC agrees to provide academic advising services to assist MC 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. MC agrees to communicate with GW representatives to discuss any changes in MC programs, which may impact or alter this Agreement.

V. Responsibilities of GW

- A. GW agrees to provide academic advising services to MC students who plan to apply to SON to assist these students in making a smooth transition from MC to GW.
- B. GW agrees to collaborate with MC to promote this Agreement among MC students.
- C. GW agrees to communicate with MC representatives to discuss any changes in GW programs, which may impact or alter this Agreement.
- D. GW will accept up to 84 college credits.

VI. 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.

VII. Miscellaneous

A. Term and Termination.

1. The term of this Agreement shall be five (5) years and will commence on December 1, 2017 and shall expire on December 1, 2022. 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, MC 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 MC students shall be admitted to SON after either party receives written notice of termination.

B. Intellectual Property. Each party reserves all ownership rights to the course materials they develop and utilize for their respective programs.

C. Review of Agreement.

1. MC will designate officials who will be responsible for all aspects of the Agreement at MC. 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 MC Representative will be the Director of Transfer and Prior Learning Design.
2. Both GW and MC agree to review the Agreement a minimum of every two (2) 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. Status of the Parties. 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. **Assignment or Subcontract.** 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. **Notices.** 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:

Jennifer Hayes-Klosteridis, MS
Assistant Dean, Enrollment Management and Student Services
School of Nursing
The George Washington University
45085 University Drive
Ashburn, VA 20147

For MC:

Seth Kamen
Director of Transfer and Prior Learning Design
Montgomery College
9221 Corporate Blvd, E418
Rockville, MD 20850

- G. **Severability.** 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. **Waiver.** 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. **Compliance with Applicable Laws.** 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. **Other Affiliations.** Nothing in this Agreement shall prohibit any party from affiliating or contracting with any other entity for any purpose whatsoever.
- K. **Use of Name.** Except for the exclusive purpose of advertising the program to MC students, MC may not use GW's name or any of its registered marks without GW's prior written consent in each instance. Additionally, GW may not


use MC's name or any of its registered marks without MC's prior written consent in each instance. These prohibitions extend to inclusion of GW's and MC's name in client lists and press releases.

L. Governing Law. This Agreement shall be governed by the laws of the District of Columbia. The parties further agree that any action to enforce or construe any provision of this Agreement may be brought only in the District of Columbia, notwithstanding the appropriateness of the jurisdiction the courts of any other state.

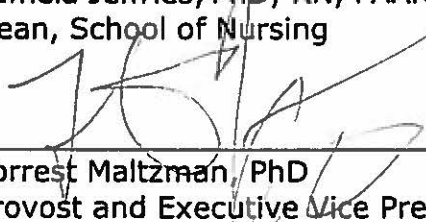
M. Entire Agreement. This Agreement contains all the terms and conditions agreed upon by the parties regarding the subject matter of the Agreement and supersedes any prior agreements, releases, or stipulations, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may be amended only by written agreement executed by the parties.

IN WITNESS WHEREOF, MONTGOMERY COLLEGE 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: 
Pamela Jeffries, PhD, RN, FAAN, ANEF
Dean, School of Nursing

Date: 11/17/17

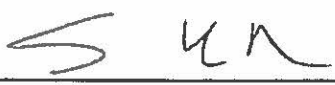
By: 
Forrest Maltzman, PhD
Provost and Executive Vice President for Academic Affairs

Date: 12/1/17

Montgomery College

By: 
Seth Kamen
Director of Transfer and Prior Learning Design
(In Proxy for Provost Stewart and Dean Pickwick)

Date: 11/13/17

By: 
Sanjay Rai, PhD
Senior Vice President for Academic Affairs

Date: 11/14/17