GUARANTEED ADMISSION AGREEMENT between The George Washington University on behalf of its School of Medicine and Health Sciences and Montgomery College

This Guaranteed Admission Agreement ("Agreement") is effective this 1st day of June, 2019, by and between the George Washington University ("GW"), on behalf of the George Washington University School of Medicine and Health Sciences at the Virginia Science and Technology Campus, a nonprofit corporation chartered by an Act of Congress, and Montgomery College ("MC").

WHEREAS, MC offers an Associate of Applied Science or Associate of Science degree ("AAS/AS") to students who have successfully completed the academic requirements of its program; and

WHEREAS, GW, through its School of Medicine and Health Sciences ("SMHS"), offers a Bachelor of Science in Health Sciences ("BSHS") and a Master of Science in Health Sciences ("MSHS") 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 AAS or AS from MC as they pursue a BSHS or a MSHS 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:

- A. Students who have obtained an AAS/AS from MC who desire to obtain a BSHS from GW; and
- B. Students who have obtained (i) an AAS/AS from MC; and (ii) a bachelor's degree from a regionally accredited institution; and who desire to obtain a MSHS from GW.

II. General Admission Requirements and Eligibility

A. For students who have obtained an AAS/AS from MC and desire a BSHS, admission to the SMHS will be guaranteed if the students have satisfied the following requirements:

- 1. Obtained an AAS/AS degree from MC;
- Graduated with a cumulative MC GPA in an AAS/AS of 2.75 as well as an overall GPA of 2.75; and
- 3. Have completed the required prerequisite coursework for the specific BSHS programs (see Attachment I for details); however, as additional tracks are offered, students may select from those Programs;
- B. For students who have obtained an AAS/AS from MC and a bachelor's degree from a regionally accredited institution and who desire to obtain an MSHS from GW, admission to the SMHS will be guaranteed if the students have satisfied the following requirements:
 - 1. Obtained an AAS/AS from MC;
 - 2. Have completed a bachelor's degree from a regionally accredited university;
 - 3. Earned a cumulative GPA from all coursework of 2.75 or greater as well as a 2.75 GPA in an AAS/AS;
 - 4. For certain SMHS programs (see Attachment II for details), professional experience may be required in healthcare or a related field; and
 - 5. Students applying for dual degree programs must have an overall GPA of 3.3 or higher.
- C. 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

- A. The prerequisites for eligibility for students, who have obtained an AAS/AS from MC and desire a BSHS, are as follows and further outlined in Attachment I in the Appendix:
 - Each applicant must complete the AAS/AS to include general education coursework with grades of C or better (C- grades and lower do not transfer) and a minimum cumulative 2.75 GPA, prior to starting the program;
 - 2. The general education courses are required and will be completed in the AAS/AS or taken in addition to courses required by the AAS/AS; and
 - 3. The completion of the AAS/AS may not satisfy all prerequisites required for entry into the Pharmaceutical Sciences and Medical Laboratory Sciences degrees.

B. If GAA students graduate with a BSHS from GW with a cumulative GW grade point average of 2.75 or above, they will receive guaranteed admission to a MSHS program if they apply for admission within five (5) years of completion of the BSHS. Professional experience may be required in healthcare or a related field for admittance into a MSHS program. Students applying for dual degree programs must have an overall GPA of 3.3 or higher.

IV. Program Benefits

- A. The GW application fee for all students who apply for guaranteed admission pursuant to this Agreement will be waived (Centralized Application System fees will still apply).
- B. 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 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 major 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.

VI. Responsibilities of GW

- A. GW agrees to provide academic advising services to MC students who plan to apply to SMHS to assist these students in making a smooth transition from the community college to GW.
- B. GW agrees to collaborate with MC to promote this Agreement among MC students.
- C. GW agrees to provide tracking data to MC regarding the performance of MC students at GW, including credits presented and accepted in transfer, GW courses attempted and completed, cumulative GPA, major, graduation date from GW, and comparisons with non-MC students. The specific data elements of the report will be determined by MC and GW and provided by July 1 of each year.

VII. Responsibilities of Students

- A. Students who apply to GW will be responsible for understanding the requirements for the BSHS or MSHS programs at GW.
- B. Students who apply to GW will be responsible for following the GW application and admission processes and timelines.

VIII. Miscellaneous

A. Term and Termination.

- 1. The term of this Agreement shall be five (5) years and will commence on June 1, 2019, and shall expire on June 1, 2024. 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 SMHS 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 SMHS after either party receives written notice of termination.
- B. <u>Intellectual Property</u>. Each institution reserves all ownership rights to the course materials they develop and utilize for their respective programs.

C. Review of Agreement.

- 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 GW.
 - a. The GW representative will be the Dean of the School of Medicine and Health Sciences.
 - b. The MC Representative will be Articulation and Transfer Manager.
- 2. Both GW and MC 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:

If to GW:

Jeffrey S. Akman, M.D. Dean, School of Medicine and Health Sciences The George Washington University Hospital, 6th Floor 901 23rd Street, N.W. Washington, D.C.20037

With a copy to:

Mary Lynn Reed Senior Counsel
Office of Senior Vice President and General Counsel
2100 Pennsylvania Avenue, N.W., Suite 250
Washington, D.C. 20037 (202) 994-6503 (Telephone)

If to MC:

Sanjay Rai, Ph.D.
Senior Vice President for Academic Affairs
Office of the Senior Vice President for Academic Affairs
Montgomery College
9221 Corporate Blvd
Rockville, MD 20850

With a copy to:

Articulation & Transfer Manager
Office of the Senior Vice President for Academic Affairs
Montgomery College
9221 Corporate Blvd
Rockville, MD 20850

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. 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: _	April .	Date: 5/16/19
	Jeffrey S. Akman, M.D.	
	Dean, School of Medicine and Health Science	
By: _	Forrest Maltzman PhD Provost and Executive Vice President for Academic Affairs	Date: <u>5-14-19</u>
Moni	tgomery College	
Ву: _	Saniav Rai, Ph.D.	Date: 05/06/201
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Senior Vice President for Academic Affairs