LANCASTER BSN DIRECT ADMISSION PROGRAM AGREEMENT

Effective Date: January 1, 2027

This Lancaster BSN Direct Admission Program Agreement ("Agreement") is by and between Saint Joseph's University ("**SJU**"), with a business mailing address at 5600 City Avenue, Philadelphia, PA 19131, and "**District**" as described below:

District Name: Warwick School District	**District Program Coordinator Name:** Mrs. Jody Mateyak
District Business Mailing Address: 301 W. Orange Street, Lititz, PA 17543	**District Coordinator Email & Phone:** 717-626-3706 jmateyak@warwicksd.org

WHEREAS, SJU is a non-profit institution of higher education;

WHEREAS, District is a public school district located in Lancaster County, Pennsylvania;

WHEREAS, the parties wish to partner on a direct admission program (the "**Program**") to facilitate application and admission of high school students in the District to SJU's four-year Bachelor of Science in Nursing (BSN) program in Lancaster (hereinafter referred to as the "**Lancaster BSN**");

WHEREAS, under the Program, eligible District students ("**Students**") who apply by March 1 to the Lancaster BSN will be guaranteed admission; and

WHEREAS, the parties desire to set forth their respective duties and obligations relating to the Program.

NOW, THEREFORE, in consideration of the mutual promises in this document, and intending to be legally bound, the parties hereby agree to the following:

1. **Eligibility Requirements**
   Students are eligible to apply to the Lancaster BSN under the Program if, at the time they apply, they meet the following requirements:
   a. Course Prerequisites:
      i. Completion of at least three units of mathematics (with at least two being in Algebra).
      ii. Completion of two units of science with a related lab (with at least one being Biology).
   b. Grades:
      i. Minimum overall cumulative weighted GPA of 3.5 on a 4.0 scale.
      ii. Minimum math and science cumulative GPA of 3.0 on a 4.0 scale.

c. Application Submission and Deadlines:
    i. Students must apply by **March 1** of their senior year in high school.
    ii. Applications must include the Student's academic transcript through the end of junior year of high school.
    iii. Standardized tests are optional but must be completed by **February 1** in order to apply under the Program.
    iv. Application materials must be submitted in compliance with applicable SJU policies and procedures, and the admission requirements for SJU in Lancaster, which can be found at: https://www.sju.edu/lancaster/admission/requirements.

2. **SJU Admissions**
    a. Students who meet the eligibility requirements in **Section 1** will be admitted to the Lancaster BSN, subject to the terms and conditions of this Agreement.
    b. All admission decisions are made in SJU's sole discretion. Nothing in this Agreement requires SJU to admit any Student who fails to satisfy the applicable admission requirements or whom SJU determines is otherwise unqualified for admission, and nothing in this Agreement shall entitle any Student applying under the Program for a waiver of any admission or enrollment processes or requirements. As part of its admission process, SJU may consider any violations of the District's behavioral and academic standards, policies or procedures; any disciplinary actions taken by District; or reports of criminal matters.
    c. In all cases, a Student's admission shall remain contingent upon the Student satisfying the following conditions:
        i. Maintaining the GPAs set forth in **Section 1** through graduation from high school;
        ii. Graduating from high school;
        iii. Providing a final academic transcript to SJU prior to enrolling; and
        iv. Maintaining good standing with respect to District's academic and conduct policies.
    d. Students admitted under the Program cannot subsequently transfer to or enroll in the BSN or other undergraduate degree programs located on SJU's Hawk Hill campus, unless they reapply through SJU's ordinary admission process.

3. **Scholarship Availability.** Students matriculating into the Lancaster BSN under the Program will receive a four-year, renewable merit scholarship award of $4,000 per year (total value of $16,000). Students matriculating under the Program will not be awarded any additional grants from SJU.

4. **Term and Termination**
This Agreement shall commence on the Effective Date and shall continue for five (5) years, unless and until terminated pursuant to the terms and conditions of this Agreement. This Agreement may be terminated by either party upon ninety (90) days' prior written notice to the other party. It is agreed that any such termination will not adversely affect any Students in any stage of the Program at the time of termination. The terminating party will ensure that adequate arrangements are made to complete all commitments before the Program is terminated.

5. **Responsibilities of SJU**
    a. SJU will designate one or more Program coordinator(s) for District inquiries.
    b. All tuition, fees, faculty, advisory staff, academic rules and curriculum decisions related to the Program are the sole responsibility of SJU at its discretion.
    c. SJU will provide existing promotional materials to District.

6. **Responsibilities of District**
    a. District will designate one or more Program advisor(s) and/or liaison(s) to meet with Students interested in the Program and to provide general information about the Lancaster BSN.
    b. District will allow one or more SJU admissions representatives to meet with Students at District high schools at least three times per year to share admissions information about the Lancaster BSN.
    c. District shall promptly notify SJU in the event that the District learns that a Student admitted under the Program has had disciplinary violations or is no longer enrolled at a District school.
    d. District is responsible for informing and marketing the Program to its community, including but not limited to informing students and their parents of the Program via marketing materials, admissions activities, career fairs/graduate fairs, information sessions, etc.

7. **Joint Responsibilities**

    a. District and SJU will assure that appropriate personnel in their respective institutions are made aware of the existence of the Program and are encouraged to support it.

    b. The parties' designated liaisons will maintain regular and as-needed contact with each other and with appropriate administrators.

    c. The Program may be modified from time to time, as appropriate, upon the written agreement of the parties. The parties shall review and evaluate the Program annually or as mutually agreed between the parties.

    d. The parties agree to consult with each other through appropriate channels prior to implementing major changes in policy, curricula, requirements or standards that directly affect Students participating in the Program under the terms of this Agreement.

    e. The parties shall independently create their own Program marketing materials; provided, however, each party will obtain the prior review and consent of the other for the content of the materials. The parties agree to promptly review such materials when received by the other party. Neither party shall use the other's name, logo, or marks without prior written consent of the other party.

    f. The parties will exchange data and documents that will contribute to the implementation, maintenance and improvement of this Agreement and the Program and promote effective cooperation between institutions. Each party shall hold information received from the other party as confidential and will not disclose such information without the prior consent of the other unless (with the exception of the personally identifiable information) (i) becomes

publicly known through no fault of the receiving party, (ii) was previously and verifiably known to the receiving party, (iii) was disclosed to the receiving party by someone else having no confidentiality obligation to the disclosing party, or (iv) is independently developed by the receiving party without using such information in an evidenced manner.

8. Additional Legal Terms

a. Indemnification. Each party shall defend, indemnify and hold harmless the other party and its respective directors, officers, trustees, members, agents, employees, representatives, affiliates and subsidiaries from any and all claims for losses or damage to property or injury or death to persons related to or in connection with the activities conducted pursuant to this Agreement or any act or omission of the party, its employees and, if applicable, students, including but not limited to any claims arising from the negligent or wrongful acts or omissions of the party, its employees and, if applicable, students, or any breach of this Agreement by the party , inclusive of reasonable costs, expenses and attorneys' fees. This Section shall survive the termination or expiration of this Agreement.

b. Independent Contractors. The parties hereby acknowledge that they each are independent parties contracting solely for the purpose of effectuating this Agreement, and neither party nor any agents, representatives or employees of that party shall be considered agents, representatives or employees of the other party. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties.

c. Non-Discrimination. The parties agree there shall be no unlawful discrimination on the basis of race, national origin, religion, creed, sex or sexual orientation, age, veteran status or qualified disability with respect to Student participation in the Program; provided, however, that with respect to a qualified disability, the qualified disability must not be such as would, even with reasonable accommodation, in and of itself preclude the Student from performing the essential functions of a Student in the Program. Each party shall comply with all applicable laws, rules and regulations.

d. Student Records and Data. The parties agree to maintain the confidentiality of all education records in accordance with the provisions of The Family Educational Rights and Privacy Act (FERPA). The parties shall comply with all applicable laws, ordinances, statutes, regulations and other requirements established by international, federal, state and local governmental authorities regarding privacy and security protections for student and SJU and District data. In addition to FERPA, applicable statutes may include, but are not limited to, the Gramm-Leach-Bliley Act (GLBA), General Data Protection Regulation (GDPR), and the Health Insurance Portability and Accountability Act (HIPAA).

e. Entire Agreement; Amendment. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement.

f. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to conflicts of laws principles.

g. Assignment. Neither party shall assign or transfer, in whole or part, this Agreement or any of its rights, duties or obligations under this Agreement without the prior written consent of the other party. Any assignment or transfer without such consent shall be null and void.

h. Headings. Headings and captions used in this Agreement are for convenience and ease of reference only and will not be used to construe, interpret, expand or limit the terms, conditions or other provisions of this Agreement.

i. Cooperation and Dispute Resolution. The parties will meet as necessary to discuss and evaluate the Program. The parties agree that, to the extent compatible with the separate and independent management of each, they will maintain effective liaison and close cooperation. If a dispute arises related to the obligations or performance of either party under this Agreement, representatives of the parties will meet in good faith to resolve the dispute; provided, however, that nothing in this Section shall impair or affect any rights of the parties pursuant to the Term and Termination Section hereof.

j. Third parties. Nothing in this Agreement, express or implied, is intended to confer any rights, remedies, claims or interests upon any person not a party to this Agreement.

k. Third parties. Nothing in this Agreement, express or implied, is intended to confer any rights, remedies, claims or interests upon any person not a party to this Agreement.

l. Notices. Any notice required or permitted to be given pursuant to the terms and provisions of this Agreement shall be in writing and shall be sent by hand delivery, certified mail, return receipt requested, postage prepaid, or nationally recognized overnight courier service, addressed as follows:

To SJU:

Saint Joseph's University
5600 City Avenue
Philadelphia PA 19131
Attn: Provost

With a copy to:

Office of the General Counsel
Saint Joseph's University
5600 City Avenue
Philadelphia PA 19131

To District:

At the District Business Mailing Address listed on the first page of this Agreement.

Notices given by hand delivery shall be deemed effective upon receipt; notices given by certified mail shall be deemed effective three (3) business days after being deposited in the U.S. Mail; and notices given by overnight courier service shall be deemed effective one (1) business day after being deposited with the overnight courier service.

m. Binding Effect. This Agreement is binding upon, and inures to the benefit of, the parties to this Agreement and their respective successors and permitted assigns.

n. Counterpart Execution. This Agreement and any amendments hereto may be executed in multiple counterparts and by the parties on separate counterparts, all of which together shall constitute one and the same instrument. Signatures on this Agreement may be exchanged by facsimile or other means of electronic transmission, such as e-mail.

IN WITNESS WHEREOF, the parties below have executed this Agreement on the date of the last signature set forth below.

DISTRICT:	**SAINT JOSEPH'S UNIVERSITY**
By: _____	By: _____
Name: _____	Name: **Jean McGivney-Burelle**
Title: _____	Title: **Provost**
Date: _____	Date: _____