

#### **GUARANTEED ADMISSION AGREEMENT**

<b>Effective Date:</b>	10/6/2025
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This Guaranteed Admission Agreement ("Agreement") is by and between **Saint Joseph's University** ("SJU"), located at 5600 City Ave, Philadelphia, PA 19131, and **School**, as described below.

School Name: Diocese of Scranton Catholic High Schools: Holy Cross High School; Holy Redeemer High School; St. John Neumann High School; Notre Dame High School	School Program Coordinator Name:  Kristen Donohue
School Mailing Address: Holy Cross: 501 East Drinker St., Dunmore, PA 18512 Holy Redeemer: 159 South Pennsylvania Blvd., Wilkes-Barre, PA 18701 St. John Neumann: 901 Penn St., Williamsport, PA 17701 Notre Dame: 60 Spangenberg Ave., East Stroudsburg, PA 18301	School Coordinator Email & Phone:  kdonohue@dioceseofscranton.org 570-207-2251

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

WHEREAS, School is a high school;

WHEREAS, the parties wish to partner on a guaranteed admission program (the "Program") to facilitate application and admission of School's students ("Students") to SJU;

WHEREAS, under the Program, eligible Students who apply Early Action to SJU 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

- a. Students are eligible for guaranteed admission if, at the time they apply, they meet the following requirements:
  - i. Cumulative weighted GPA of 3.75 or higher on a 4.0 scale.
  - ii. For students applying as a Nursing or Physician Studies-Health Science major, or as a major in the Direct Entry programs of Master of Occupational Therapy, Doctor of Occupational Therapy, Doctor of Physical Therapy or Doctor of Pharmacy, these additional requirements:
    - 1. Completion of two years of algebra and one year of geometry (a higher-level math is encouraged in senior year, e.g., trigonometry, pre-calculus, calculus) and three years of science with a lab;
    - 2. Cumulative weighted math and science GPA of 3.00 or higher on a 4.0 scale.

- b. Students must apply using the Early Action or Early Decision Application (Common App, Coalition for College, or SJU App) by **November 15** of their senior year in high school.
  - The Early Action Application requires the following documentation: a personal essay, academic transcript through the end of junior year of high school, one academic letter of recommendation.
  - ii. Standardized tests are optional, but must be completed by November 15 in order to apply under the Program.
  - iii. Students must submit application materials in compliance with SJU's policies and procedures.
- c. Students who apply under the Program will receive an automatic invitation to subsequently apply to SJU's Honors Program (but are not guaranteed admission to the Honors Program).
- 2. Admission Criteria. Students who meet the eligibility requirements in Section 1 will be admitted to SJU in its complete and sole discretion. Nothing in this Agreement shall entitle any Student applying under the Program for a waiver of any SJU admission or enrollment processes or requirements. SJU will consider the following in its admissions decisions:
  - a. All documentation submitted, including but not limited to the personal essay and letter of recommendation;
  - b. Any violations of the School's behavioral or academic standards, or policies or procedures; any disciplinary actions taken by School; reports of criminal matters.
- 3. **Scholarship Eligibility.** Students who matriculate at SJU as a result of the Program (with the exception of Doctor of Pharmacy majors\*) are <u>eligible</u> for, at minimum, a \$30,000, four-year merit scholarship award (total value of \$120,000) plus a \$5,000, four-year excellence award (total value of \$20,000).
  - a. \*PharmD majors are awarded merit scholarships and excellence awards only for the first two years of undergraduate enrollment, as tuition significantly decreases in the third and fourth years (Professional-1 and Professional-2).
  - b. The above awards are not guaranteed. Students matriculating as a result of the Program are responsible for paying all applicable SJU tuition and fees.

#### 4. Term and Termination.

- a. The initial term of 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.
- b. Either party may terminate this Agreement at any time with or without cause upon at least sixty (60) days' prior written notice to the other party.

### 5. Responsibilities of SJU.

- a. SJU will designate one or more Program coordinator(s) for School 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 material to School.

# 6. Responsibilities of School.

- a. School will allow one or more SJU admissions representatives to meet with Students at School at least three times per year to share SJU admissions information.
- b. School shall promptly notify SJU in the event that the School learns that a Student admitted under the Program has had disciplinary violations or is no longer enrolled at School.
- c. School is responsible for informing and marketing the Program to its community, including but not limited to the following:
  - i. Informing students and their parents of the Program via marketing materials, admissions activities, career fairs/graduate fairs, information sessions, etc.
  - ii. Informing its faculty, staff and advisors about the Program.

## 7. Joint Obligations.

- a. 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.
- b. The parties agree that each will inform the other of any plans or potential changes that may impact the Program or this Agreement during the Term, prior to the implementation of the same.
- c. The parties shall mutually agree upon each party's responsibilities for creating marketing materials that describe the Program. When creating marketing materials:
  - Each party shall obtain the prior review and consent of the other for the content of the materials. Neither party shall use the other's name and logo without written consent.
  - ii. The parties agree to promptly review such materials when received by the other party.
- d. The parties may further detail their respective or joint obligations (e.g., additional marketing obligations, student fairs, student visits) in a non-binding memorandum of understanding (MOU) or other similar document, which may be modified upon mutual agreement of the parties.

## 8. Additional Legal Terms.

a. <u>Indemnification</u>. 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. <u>Independent Contractors</u>. 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. <u>Non-Discrimination</u>. 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 disability in either the selection of Students for participation in the Program or admission to SJU; provided, however, that with respect to disability, the 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 at SJU.
- 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 School data. In addition to FERPA, applicable statutes may include, but are not limited to, the Gramm-Leach-Billey Act ("GLBA"), General Data Protection Regulation ("GDPR"), and the Health Insurance Portability and Accountability Act ("HIPAA").
- e. <u>Entire Agreement</u>; <u>Amendment</u>. 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. <u>Governing Law</u>. 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. <u>Assignment</u>. 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. <u>Headings</u>. 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. <u>Cooperation and Dispute Resolution</u>. 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. 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:

With a copy to:

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

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

To School: At the School 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.

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

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.

SCHOOL:

SAINT JOSEPH'S UNIVERSITY

Diocesan Secretary for Education/Superintendent of Schools \*Title:

Jean McGivney-Burelle Name: Jean McGivney-Burelle

Title: **Provost** 

\*Signatory must have authority to sign agreements on behalf of School