# THE FUND FOR AMERICAN STUDIES D.C. PROGRAM POLICIES: SUMMER 2022

When you enroll in the TFAS Summer Program, you will be asked to sign the below Agreement. Please read the Agreement carefully and contact TFAS with any questions.

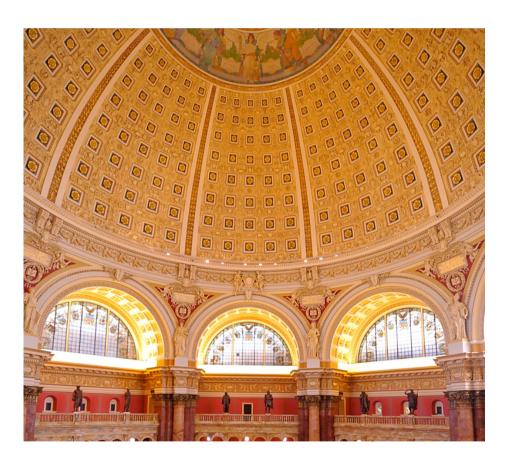
For value received, and upon signing and submitting this Internship Acknowledgment, Agreement, and Release of Liability, I confirm that I wish to participate in The Fund for American Studies Summer Program.

I agree to abide by The Fund for American Studies policies and procedures, as detailed herein and as communicated to me, as well as all federal, state, and local laws. I understand that my participation in the Summer Program may be terminated by The Fund for American Studies or by me at any time, with or without cause, regardless of any agreements in conjunction with my participation. I understand that The Fund for American Studies cannot and does not guarantee that any particular experience or learning goals and objectives will be achieved.

# TERMS OF FINAL PAYMENT

The tuition balance (tuition and housing fees less any scholarship award from The Fund for American Studies, early deadline discount if applicable and the \$750 deposit) must be received no later than May 1, 2022.

While reminder invoices will be sent out via email and regular mail to the student's permanent address, it is the student's responsibility to ensure that payment is received by the deadline. Payments made after the deadline are subject to late fees and may result in the student's forfeiture of his or her position in the program. Payment may be made by check or money order, payable to The Fund for American Studies, or by credit card. Students choosing to make their tuition payments via credit card will be charged a 1% processing fee.



If full payment cannot be made by the deadline, because money has not yet been issued from a lending institution or financial aid office, a letter must be sent by the lending institution or financial aid office and received by The Fund for American Studies by the deadline date. The letter must verify the date that full payment will be disbursed, the party to who the funds will be issued and the amount of the disbursement. If money is to be disbursed from a third party, including the home university or lending institution, it is the student's responsibility to ensure that the money is sent to The Fund for American Studies at the designated time. At the scheduled time of disbursement, students must verify that payment was received by The Fund for American Studies.



# REFUND & WITHDRAWAL POLICY

The \$750.00 deposit is not refundable under any circumstances. This policy ensures that students are completely committed to attending the program before enrolling and paying the deposit. If a student withdraws from the program after making the deposit, his or her space may go unfilled and results in a loss of income.

The only exception to this policy is if a student enrolls in the in-person program format and TFAS is no longer able to offer this program due to public health conditions related to the COVID-19 pandemic. Students will be given the choice to transition to the virtual program format or withdraw from the program with a full refund.

If a student withdraws before the start of the program, the following refund policy will apply: Tuition will be refunded less the \$750 non-refundable deposit if a student withdraws from a program in writing by April 1, 2022. Students withdrawing after this date and before the close of business on May 1, 2022, will receive a 50% refund. After this date, no refunds will be given. Students opting to withdraw from an elective course will receive a refund for this cost until the Add/Drop deadline of June 10 at 1:00 PM.

Any student choosing to withdraw from the program at any time will forfeit his or her program internship placement and program housing.

There is a \$25.00 charge for all returned checks.

# STUDENT ATTENDANCE + PARTICIPATION

The Fund for American Studies expects each student to attend every academic and co-curricular session, complete all reading assignments, and participate actively in class discussions. Students are also expected to adhere to scheduled internship hours and complete all internship assignments, whether in-person or virtual.

Attendance will be recorded at all Program events (excluding optional social events), and students must ask permission of the professor and Program staff to be absent from any class or mandatory event. Failure to regularly attend all scheduled Program events will result in dismissal from the Program.

If a student is removed from the Program or terminated from his or her internship, there will be no refund of money paid, and travel costs will be the responsibility of the student. Removal from the Program will also include forfeiture of the internship and housing.



### RESPECT

The Fund for American Studies expects participants in its programs to treat the staff, professors, intern supervisors, speakers, alumni, fellow students and any other people they come into contact with during the program with respect and consideration. Actions by any student that are seen as physically or verbally abusive to others are regarded as serious offenses. Students must understand that such abusive behavior is subject to disciplinary action and likely dismissal from the program. Students are required to abide by all applicable policies and procedures of George Mason University, including but not limited to, policies related to discrimination, sexual harassment, interpersonal violence, alcohol and drug use, and any case resolution process established for resolution of these and other issues. See for example,

https://orientation.gmu.edu/studentresources/student-policies-codes-of-conduct/

The student acknowledges that it is the student's responsibility to know and abide by these and any other policies which apply to the student while participating in the program and residing in Student Housing.





# **COURSES**

All students must take one core economics class (or GOVT 308 for Leadership + the American Presidency students) worth 3-credits as well as participate in internships, guest lectures and other required program activities. Participants have the option to enroll in an elective course. Students must take all classes for a grade that will subsequently appear on their George Mason University transcript. Courses may not be taken for pass/fail credit and classes may not be audited.

#### ACADEMIC INTEGRITY

Students are expected to hold academic integrity in the highest regard and TFAS will not tolerate dishonesty, cheating or plagiarism of any kind. Failure to follow procedure in class, at internship sites, or George Mason University policy, is subject to disciplinary action and likely dismissal from the program. Plagiarism shall be defined as submitting another person's work, whether previously published or not, as your own, or taking portions of another person's work, whether published or not, and presenting them as your own in your work without properly attributing them to the person who created the work. Fabrication of work for a class or internship is also not tolerated. While complaints related to academic integrity will be handled through the Office for Academic Integrity of George Mason University (available at <a href="http://oai.gmu.edu/">http://oai.gmu.edu/</a>), TFAS retains the right to take disciplinary action and/or dismiss a student from the Program in the absence of an adverse finding by the Office for Academic Integrity.



#### ADD/DROP

The Add/Drop deadline is Friday, June 10 at 1:00 PM.

Participants may:

- Change their core class as space is available.
- Change or drop an elective course with a full refund.

All requests must be made in writing via email to Mary Stankus at <a href="mailto:mstankus@TFAS.org">mstankus@TFAS.org</a>. After this date, no course changes may be made.

# APPROPRIATE DRESS

The internship is a professional experience, and students should plan to dress accordingly. Depending on the internship site, a coat and tie with dress slacks or a business suit may be appropriate for men, and a skirt and blouse, dress, or business suit may be appropriate for women. Students are required to check with their internship supervisor before the start of the program to confirm appropriate business attire for their internship. Site briefings, lectures and panel discussions are considered business meetings and professional attire is required.

#### ATTENDANCE AGREEMENT

I agree to participate fully in all aspects of the Program, which includes attending all scheduled classes, lectures, site briefings, and internship work hours. I understand that attendance is MANDATORY at all events scheduled by The Fund for American Studies unless otherwise noted and that an unexcused absence warrants dismissal from the program and/or forfeiture of any scholarship aid from The Fund for American Studies.

I understand that acceptance of credit for courses and/or internships is dependent upon the policies of my university. I agree to abide by all rules and policies set forth in the policies listed above and any other policies communicated to me by The Fund for American Studies.



#### HOUSING

Program participants must abide by housing and campus regulations, and the roommate contract that is distributed. The Fund for American Studies and George Washington University are not responsible for any damage to or loss of personal property while living in program housing and students are encouraged to carry renters' insurance for the duration of the program. Any damage to apartments will be assessed to all inhabitants. Roommate and housing assignments will be made prior to the program start date. TFAS staff reserves the right to make changes as necessary during the program.

### **INSURANCE**

I understand that The Fund for American Studies will not provide me with any employee benefits such as health insurance, and I understand that I am responsible for obtaining and sustaining my own health/medical or auto insurance coverages. If I need medical treatment, I agree to be financially responsible for any costs incurred as a result of such treatment.

#### RISK ACKNOWLEDGEMENT

I understand that my participation in the Program, to include any travel associated with it and residing in George Washington University residence buildings, could involve risk of bodily or psychological injury (including illness), property damage or theft, or death, economic or emotional loss, and I accept and fully understand these risks. I understand that these injuries or outcomes may arise from my own or another's actions, inaction, or negligence, conditions related to travel, or the condition or location of the Program or housing. Nonetheless, I assume all related risks, both known and unknown to me, of my participation in the Program, residing in the George Washington University Student Housing, including travel to, from and during the Program. I acknowledge that it is my responsibility to participate only in those activities of which I am physically capable.

### **GENERAL LIABILITY RELEASE OF CLAIMS**

In consideration of the opportunity and experience afforded me, with full knowledge and appreciation of the risks involved, I hereby release and hold harmless The Fund for American Studies and its directors, officers, employees, agents, successors and assigns, and their respective heirs, personal representatives, and affiliates, from all form and manner of risks inherent or relating to such participation in the Program, including but not limited to, any related travel, residing in George Washington University Student Housing, claims of The Fund for American Studies' negligence, resulting in any physical or psychological injury, illness, damages, or economic or emotional loss I may suffer because of my participation in this Program, residing in Washington Intern Student Housing, including travel to, from and during the Program, and I waive all claims and demands of any nature arising from my participation in the Program and residing in George Washington University Student Housing which I may have against The Fund for American Studies, its officers, directors, employees, agents, successors and assigns, and affiliates. I agree and understand that this liability waiver will extend beyond the dates of this Agreement and Program participation.

I understand and agree that this Release contains the entire agreement between the parties, and that the terms of this Agreement are contractual and not merely a recital. Furthermore, this Release and Agreement shall be binding upon the undersigned, and respective heirs, executors, administrators, personal representatives, successors and assigns.

I am 18 years or older. I understand the legal consequences of signing this document, including (a) releasing The Fund for American Studies from all liability, (b) promising not to sue The Fund for American Studies, and (c) assuming all risks of participating in this Program, including travel to, from and during the Program, and residing Washington Intern Student Housing.

I acknowledge that my failure to adhere to the terms of this Agreement constitutes grounds for immediate dismissal from participation in the Program at the sole discretion of The Fund for American Studies.

I understand that this document is written to be as broad and inclusive as legally permitted by the District of Columbia. I agree that if any portion is held invalid or unenforceable, I will continue to be bound by the remaining items. I hereby acknowledge that I have had the opportunity to read and review this form and have it reviewed by legal counsel if I deem necessary. I understand the foregoing and hereby agree to be bound by same. I am signing it freely, and no other representations concerning the legal effect of this document have been made to me.

#### **COVID-19 POLICIES**

When you enroll in the TFAS Summer Program, you will be asked to sign the below Agreement. Please read the Agreement carefully and contact TFAS with any questions.

#### **GOVERNMENT + UNIVERSITY PARTNERS' GUIDELINES**

In addition to following current local and state government guidelines on social distances and mask-wearing, all TFAS participants are required to follow the current policies of George Mason University and George Washington University related to COVID-19 mitigation strategies. These may include:

- Full vaccination against COVID-19 (unless approved medical or religious exemption).
- Wearing masks in classrooms, campus buildings and communal spaces.
- Participation in regular and/or random surveillance testing.

Learn more about both university's plans:

- George Mason University (courses at Arlington Campus)
- George Washington University (housing)

As the start date of the program approaches, updated guidelines will be shared with program participants.

For and in consideration of the Participant being permitted to participate with The Fund for American Studies ("TFAS") and its related activities ("Activities"), and by signing this Waiver of Liability, Release, Assumption of Risk and Indemnity Agreement ("Agreement"), Participant acknowledges and agrees as follows:

# **ASSUMPTION OF RISK**

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact and/or by contact with contaminated surfaces and objects, and even possibly in the air. However, the state of medical knowledge is evolving. People reportedly can be infected and show no symptoms and therefore spread COVID-19. The exact methods of spread and contraction are unknown, and there is no known treatment, cure, or vaccine for COVID-19. Evidence has shown that COVID-19 can cause serious and potentially life-threatening illness and even death. As a result, federal, state, and local governments and federal and state health agencies recommend physical distancing and have, in many locations, prohibited the congregation of groups of people.

Although TFAS will take appropriate measures to ensure that its activities will be conducted using recommended safety protocols, including physical distancing and enhanced disinfecting, TFAS cannot prevent you from becoming exposed to, contracting, or spreading COVID-19 while participating in TFAS activities. It is not possible to prevent against the presence of COVID-19. Therefore, if you choose to participate in TFAS activities, you may be exposing yourself to and/or increasing your risk of contracting or spreading COVID-19.

By signing this Agreement, I acknowledge I have read and understood the above warning about COVID-19. I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by participating in the TFAS Activities and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 by participating in Activities may result from the actions, omissions, or negligence of myself and others, including, but not limited to, TFAS employees, other participants, officers, agents, and members of the general public. The TFAS Activities are of such value to me that I accept the risk of being exposed to, contracting, and/or spreading COVID-19 in order to participate in the TFAS Activities.

#### WAIVER OF LIABILITY/LAWSUIT

I further acknowledge that there may be risks and dangers not known to me or TFAS or not reasonably foreseeable at this time. I acknowledge that there are risks and uncertainties inherent in participating, including but not limited to illness, death and/or and damage to person or property due to the negligent acts or omissions of TFAS and/or others. These risks may be caused by my negligence or the negligence or inaction of others, including the "Releasees" (defined below). I acknowledge, understand and agree that all the risks and dangers described throughout this Agreement, including those caused by my own negligence and/or others, are included within the waiver and release. I acknowledge, understand and assume the risks, if any, arising from the conditions and use of any locations for the Activities and related premises and acknowledge and understand that included within the scope of this waiver and release is any cause of action (including any cause of action based on negligence) arising from the performance, or failure to perform, maintenance, inspection, supervision or control of said areas and for the failure to warn of dangerous conditions existing at said areas. It is the purpose of this Agreement to exempt, waive and relieve Releasees from liability for personal injury, property damage, and wrongful death, including if caused by negligence, if any, of Releasees.

On behalf of myself, my dependents, heirs, executors, administrators and assigns, I waive, release and relinquish, discharge and covenant not to sue TFAS, its officers, directors, employees, affiliates, and agents (all referred to together as TFAS) and Releasees (defined below) from any and all claims for liability, cause(s) of action, demands, damages, costs, loss of service, expenses and compensation, including known and unknown, for personal injury, illness, property damage, wrongful death or loss of any kind whatsoever suffered in connection with the Activities, arising out of participation in Activities, whenever or however they occur and for such period said Activities may continue, even if caused by the negligence (but not the gross, reckless, willful, or fraudulent conduct) of Releasees or third parties, including but not limited to in any way related to COVID-19 and whether a COVID-19 infection occurs before, during, or after participation in the Activities. I agree that if I am exposed or infected by COVID-19 during my participation in Activities or any travel related thereto, then I may be found by a court of law to have waived my right to maintain a lawsuit against TFAS and the Releasees on the basis of any claim for negligence.

I further understand that TFAS does not assume any responsibility for or obligation to provide me with financial or other assistance, including but not limited to medical, health, or disability benefits or insurance. I expressly waive any such claim for compensation or liability on the part of TFAS in the event of injury, illness, or medical expenses incurred by me.

In the event that I file a lawsuit against TFAS, I agree to do so solely in the Commonwealth of Virginia, and I further agree that the substantive law of Virginia shall apply in that action without regard to the conflict of law rules. Each party hereby irrevocably consents to the exclusive jurisdiction and venue of any state or federal court located within the Commonwealth of Virginia. Notwithstanding any other term of this Agreement, in no event shall any liability of the Releasees exceed the amount actually paid for the Activities or One Hundred Dollars (\$100), whichever is greater.

The undersigned further expressly agrees that the foregoing waiver, release, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the Commonwealth of Virginia and that if any portion is held invalid, it is agreed that the balance shall notwithstanding continue in full legal force and effect.

"Releasees" include TFAS and its officers, directors, employees, affiliates, partners, event hosts, owners and operators of the premises used to conduct any event and each of them, their officers, directors, agents and employees.

I acknowledge that I have not relied upon any representations of TFAS and understand these waivers and releases are necessary to allow TFAS to offer Activities to me.