

DUAL ENROLLMENT AGREEMENT

NEW JERSEY CITY UNIVERSITY

AND

JERSEY CITY BOARD OF EDUCATION

For the 2024, 2025 and 2026 Academic Years

Purpose

This Dual Enrollment Agreement (“Agreement”) is entered into on July 30, 2024, between New Jersey City University, a public institution of higher education of the State of New Jersey, located at 2039 Kennedy Boulevard, Jersey City, New Jersey 07305 (hereinafter referred to as “NJCU” or “University”), and Jersey City Board of Education, located at 346 Claremont Ave., Jersey City, NJ 07305 (hereinafter referred to as “Board of Education”). Students enrolled in 9th, 10th, 11th and 12th grades and attending public or charter high schools in Jersey City” (“High School students”) are eligible to take undergraduate University courses at NJCU’s Jersey City campus. This Agreement ensures that certain students enrolled in the Career and Technical Education (CTE) sequences in certain Jersey City High Schools¹ have the opportunity to enroll in college-level courses and earn course credit(s) toward future college credit at NJCU.² This Agreement stipulates the conditions for the mutual agreement and understanding of both Parties in accordance with N.J.S.A.18A:61C-10.

The goals of this Agreement are to:

- A. Provide multiple and diverse paths for students' success.
 - a. Enable High School students to be admitted as dual-enrolled students and enroll at the University at a reduced tuition rate.
 - b. Award credit for successful completion of an approved, accredited college course that assures achievement of knowledge and skills that meets or exceeds the NJSL (Option 2).
 - i. NJ Administrative Code 6A.8:5-1(a)2iii (1)
- B. Improve student access, success, and 4-year degree completion.
- C. Expand student options for college-level services and curriculum.
- D. Improve student academic program articulation.

Faculty Qualifications and Responsibilities

- A. High School instructors teaching University courses as part of the High School curriculum are required to meet the University’s educational requirements. The High School instructor must

¹ Additional schools may be added at a later time. Nevertheless, at the time of execution of this Agreement, the following Jersey City schools agreed to be participants:

1.

² This Agreement may be amended at a later time should the Parties seek to permit NJCU faculty teach college level courses on-site at a high school under this Agreement.

receive approval from the discipline specific University department chair and must be “onboarded” by the University’s Human Resources office.

- B. High School instructors teaching dual-enrolled courses must follow the assigned curriculum as approved by the discipline specific University department chair, maintain open lines of communication with the department chair, use required course materials, maintain required minimum instructional hours, administer exams, and submit both grades and attendance reports to the University by specified dates.

Recruitment, Admissions and Registration

- A. High School students are eligible to take two courses a semester offered at the University and an unlimited number of courses offered at the High School.
- B. Recruitment and identification of students will be the Board of Education and High School administration's responsibility.
- C. Students will be admitted through an executive process established by both Parties.
- D. Students will apply for admission by completing a visiting student application designed specifically for this program by the University (sample provided in Appendix B; the form is also available on the NJCU website). All students’ names and registration information will be collected (on the application form) and transmitted by the Board of Education administration to the University. No application fees will be assessed.
- E. The High School will assist students in registering for courses before the first day of the semester in which the courses are held. The enrollment process will be created by the University.
- F. The Registrar's Office at the University will be responsible for maintaining student records for course work taken.
- G. The students will be coded and tracked in the Student Information Systems at the University. Information will be shared between the institutions for these students. For courses offered at the University, students must participate in an on-site Orientation, conducted by University personnel. Students will also be issued a University I.D. card.
- H. For courses taken at the University, the Registrar's office will give the final grades to the Board of Education.

I. Grades and transcripts will be available for students and High Schools at the conclusion of each semester. To request a transcript, a student or graduate has three options:

1. In person: Complete a form at the Registrar's Office, Hepburn Hall Room 214
2. By mail: Send a signed letter to Registrar's Office
3. Online: <https://www.njcu.edu/directories/offices-centers/registrar/transcript-requests>

J. Students are protected by The Family Educational Rights and Privacy Act (FERPA), which transfers control of the student's educational record to the student as college students are considered responsible adults who determine what personal information will be released to whom. Students can grant parents access to their educational record by submitting "The Release of Information Form" to the Registrar's Office.

K. All new and transfer students must comply with NJ State and University immunization requirements. Part-time students are required to have their Measles, Mumps, and Rubella (MMR) vaccination with documentation submitted before the first day of classes. The High School will assist students in the transfer of these documents.

Course Offerings

- A. For dual-enrolled courses offered at the High School, the High School may elect to run the course(s) as a semester or full-year course. Courses will be reviewed annually.
- B. For courses offered at the University, the University will identify the relevant dual-enrolled courses, no later than the beginning of new student registration and communicate course schedules to the High School.
- C. Please find the list of available courses in Appendix C for the 2024 academic year.

Fiscal Arrangement

- A. The Board of Education agrees to pay in full the discounted tuition charge of \$100 per credit for each student enrolled in a University course in addition to any additional course fees. For courses offered at the High School, the Board of Education agrees to pay in full the discounted tuition charge of \$40 per credit for each student enrolled in addition to any additional course fees.
- B. All salary costs and space costs for instruction will be the responsibility of the Board of Education if the course is offered at the High School. All salary and space costs for instruction will be the responsibility of the University if the course is offered on-site at the University.

- C. Withdrawals and refunds will be handled by the University in accordance with its existing tuition and fees refund policy.
- D. The University will provide an invoice to the High School and payment is due within two months upon receipt of the invoice.

Student Grievances and Conduct

- A. Students participating in the program shall comply with the University's student code of conduct standards. Please see Appendix D. The Board of Education may intervene in cases of wrongful conduct, particularly when cases involve health and safety. Students found in violation of the student code of conduct may receive punishments from each institution. Both parties reserve the option to decide that only one institution will process a case of misconduct and will create a process for reporting to the other when the institution has undertaken student conduct actions.
- B. The students have a right to avail themselves of academic grievance and appeal procedures in matters regarding grading, course requirements, attendance, academic integrity, and other educationally related complaints pursuant to the Undergraduate Academic Policy (Appendix E).

Transportation

It is the Board of Education's responsibility to transport the high school students to and from the University.

Medical/Emergency Care

It is understood and agreed:

- A. For classes held at the University, the University is responsible for providing emergency medical services as they are needed for students physically located on the University's campus, but provision of such services will not incur any obligation, financial or otherwise, upon the University, and all such obligations will be the responsibility of the Board of Education. For classes held at the High School, the High School is responsible for providing emergency medical services.
- B. The Board of Education is responsible for obtaining all necessary forms, including parental or guardian authorizations for participation, medical treatment, and dispensing medication, waivers of liability, and a list of any physical, mental, or medical conditions any student might have, including any allergies that could impact the student's participation in the program.

C. The Board of Education is responsible for establishing a procedure for the notification of the JCBOE student's parent/legal guardian in case of emergency, including medical or behavioral problems, natural disasters, or other significant Program disruptions.

D. The Board of Education is responsible for providing information to parents or legal guardians detailing the manner in which a student may be contacted while at the University.

Term and Cancellation of Agreement

A. This Agreement shall be effective as of September 2024, and shall run for three years. If in agreement, this Agreement may be renewed annually by the Parties by executing a separate agreement. It is understood and agreed that the parties to this Agreement may modify or revise this Agreement only by written amendment executed by both parties.

B. The Parties may terminate for any reason, or no reason, in writing with a 30- day notice prior to the termination of the semester, effective the following Fall semester.

Indemnification and Hold Harmless

The High School shall assume all risk of and responsibility for, and agrees to defend, indemnify and hold harmless the University, State of New Jersey, and the Educational Facilities Authority including their trustees, officers, employees, volunteers and agents from and against any and all claims, demands, suits, actions, recoveries, judgments, costs and expenses (including reasonable attorney's fees) (collectively "claims") in connection therewith on account of the loss of life, property, or injury or damage to the person, body or property, of any person or persons whatsoever. Subject to the provisions of the New Jersey Tort Claims Act and the New Jersey Contractual Liability Act, the University shall be responsible for and defend itself against any and all suits, claims, losses, demands, or damages of whatsoever kind or nature arising out of or in connection with any part or omission of its employees, agents, or officers, in the performance of its obligations assumed pursuant to this Agreement.

Insurance

A. The Board of Education shall secure and maintain in force for the term of the Agreement, insurance coverage provided herein. All insurance coverage is subject to the approval of the University and shall be issued by an insurance company authorized to do business in the State of New Jersey and

which maintains an A.M. Best rating of A- (VII) or better. The Board of Education shall provide the University with current Certificates of Insurance for all coverage and renewals thereof which must contain the provision that the insurance provided in the certificate shall not be canceled for any reason except after thirty (30) days written notice to the University. All insurance required herein shall contain a waiver of subrogation in favor of the University. All insurance required herein, except Workers' Compensation, shall name the University, the State of New Jersey and the New Jersey Educational Facilities Authority, as additional insureds.

- B. Commercial General Liability insurance written on an occurrence form including liability, fire legal liability and contractual liability, covering but not limited to the liability assumed under the indemnification provisions of this Agreement. The policy shall not include any endorsement that restricts or reduces coverage as provided by the ISO CG0001 form without the approval of the University. The minimum limits of liability shall not be less than a combined single limit of one million dollars (\$1,000,000) per occurrence, three million dollars (\$3,000,000) general aggregate, three million dollars (\$3,000,000) product/completed operations aggregate. A "per location endorsement" shall be included, so that the general aggregate limit applies separately to the location that is the subject of this Agreement.
- C. Worker's Compensation Insurance applicable to the laws of the State of New Jersey and other State or Federal jurisdiction required to protect the employees of Board of Education who will be engaged in the performance of this Agreement. The certificate must so indicate that no executive officer is excluded. This insurance shall include Employers' Liability Protection with a limit of liability not less than one million dollars (\$1,000,000) bodily injury, each occurrence, one million dollars (\$1,000,000) disease, each employer, and one million dollars (\$1,000,000) disease, aggregate limit. Lower primary limits will be accepted if the Board of Education liability insurance is included under the umbrella insurance and the umbrella limit exceeds the employer's liability limit requirements.

No Assignment

Neither Party may assign this Agreement or any of their rights nor delegate their obligations hereunder to a third party without the prior written consent of the other Party.

Entire Agreement

This Agreement sets forth the entire agreement and understanding of the Parties

relating to the subject matter herein and merges all prior discussions between them. This Agreement cannot be changed, altered, modified, or discharged except by a contract amendment signed by both Parties.

Mutual Drafting

This Agreement is the joint product of NJCU and the Board of Education, and each provision has been subject to the mutual consultation, negotiation, and agreement of NJCU and the Board of Education, and consultation with respective legal counsel, and will not be construed for or against any Party.

Third-Party Beneficiaries

No person or entity other than NJCU and the Board of Education and their successors and permitted assigns has any rights, remedies, claims, benefits, or powers under this Agreement. This Agreement will not be construed or interpreted to confer any rights, remedies, claims, benefits, or powers upon any third party. There are no third-party beneficiaries of this Agreement.

Costs & Expenses

Each Party will bear its own costs, expenses, and attorneys' fees incurred by it under or in connection with this Agreement.

Independent Entities

The Parties acknowledge that they are and will remain independent legal entities, that this Agreement does not create an employment or agency relationship, and that neither Party is empowered to bind the other legally.

Governing Law/Forum Selection

Any judicial proceeding related to this Agreement will be brought exclusively in the state or federal courts of the State of New Jersey in Hudson County. Each Party submits to those courts' exclusive jurisdiction for any such proceeding. Each Party waives any claim that any legal proceeding brought in accordance with this section has been brought in an inconvenient forum or that the venue of that proceeding is improper. This Agreement will be governed by and construed in accordance with the laws of the State of New Jersey without regard to its conflict of laws and rules.

Notice

All notices or other communications required or permitted to be given under this Agreement will be in writing. They will be deemed to have been given when mailed by certified or registered mail, return receipt requested with proper postage prepaid, addressed to the appropriate party at the following address or such other address as may be given in writing to the Parties:

If to **New Jersey City University** from the **Jersey City Board of Education**:

New Jersey City University

Att: Dr. Donna Breault

Provost and Executive Vice President

2039 JFK Blvd.

Hepburn Hall, Room 309

Jersey City, NJ 07305

New Jersey City University

Att: Dr. Scott O'Connor

Assistant Provost for Academic Affairs

2039 JFK Blvd.

Hepburn Hall, Room 308

Jersey City, NJ 07305

Office of University Counsel

Att: Ms. Monica de los Rios

Interim University Counsel

2039 JFK Blvd

Hepburn Hall, Room 306

Jersey City, NJ,07305

If to the **Jersey City Board of Education** from **New Jersey City University**:

Att: Dr. Norma Fernandez

Superintendent of Jersey City Schools

346 Claremont Ave.

Jersey City, NJ,07305

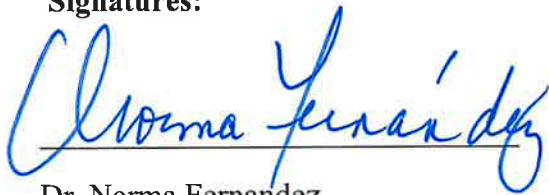
Appendices

As part of this Agreement, the following have been included:

- Appendix A. Checklist of Notification
- Appendix B. High School Visiting Student Registration Form Sample
- Appendix C. List of Available Courses
- Appendix D. Student Code of Conduct
- Appendix E. Undergraduate Academic Policy

The representatives of each Institution have executed this Agreement on the date(s) indicated below.

Signatures:



Dr. Norma Fernandez

Superintendent

Jersey City Board of Education

Date: 8/22/2024



DR. DENNIS R. FROHNAPFEL, R.S.B.A.
ACTING BUSINESS ADMINISTRATOR
JERSEY CITY PUBLIC SCHOOLS
346 CLAREMONT AVENUE
JERSEY CITY, NJ 07305

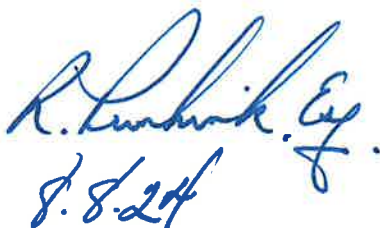


Dr. Donna Breault

Provost and Executive Vice President

New Jersey City University

Date: 07-31-2024



8.8.24

yz - Purchasing
8/1/24

APPENDIX A: Checklist of Notification:

Core teams to notify the following offices once the agreement is signed.

- ADMISSIONS (UNDERGRADUATE AND GRADUATE)
- DEAN'S OFFICE OF DEPARTMENT
- ENROLLMENT MANAGEMENT
- FINANCIAL AID
- MARKETING
- OPPORTUNITY SCHOLARSHIP PROGRAM
- PROVOST'S OFFICE
- REGISTRAR'S OFFICE
- TRANSFER RESOURCE CENTER
- UNIVERSITY ADVISEMENT CENTER
- UNIVERSITY COUNSEL

APPENDIX B: High School Visiting Student Registration Form Sample



OFFICE OF THE REGISTRAR

DePura Hall, Room 214, Room B, www.njcu.edu

Website: www.njcu.edu/registrar

Phone: 201.201.3134 Fax: 201.201.2062

NEW JERSEY CITY UNIVERSITY HIGH SCHOOL VISITING STUDENT REGISTRATION FORM

Applicant Information

Name: _____		Social Security Number: _____	
Date of Birth: _____	Gender: <input type="checkbox"/> M <input type="checkbox"/> F	Ethnic Status: _____	
Permanent Home Address: _____			
City/State: _____	Zip: _____	County Code: _____	
Telephone Number: _____	E-mail Address: _____		
High School: _____			
Student Course Request			

Ethnic Code:
1 - American Indian or Alaska Native
2 - Asian
3 - Black or African American - Hispanic
4 - Latino / White
5 - Native Hawaiian or other Pacific Islander
6 - Non-resident Alien

COURSE TITLE	DEPT	CAT#	CLASS #

New Jersey County Codes
99 - Out of State
01 - Atlantic
03 - Bergen
05 - Burlington
07 - Camden
09 - Cape May
11 - Cumberland
13 - Essex
15 - Gloucester
17 - Hudson
19 - Hunterdon
21 - Mercer
23 - Middlesex
25 - Monmouth
27 - Morris
29 - Ocean
31 - Passaic
33 - Salem
35 - Somerset
37 - Sussex
39 - Union
41 - Warren

ALL INFORMATION PROVIDED IS TRUE. THIS IS TO CERTIFY THAT I HAVE COMPLIED WITH THE POLICIES AND PROCEDURES OF NEW JERSEY CITY UNIVERSITY.

Signature of Applicant (Required) _____ Date _____

Authorization for Release

To Parent/Guardian: Please complete and sign this form to authorize disclosure of limited information from the student's HS educational records to the New Jersey City University Dual Enrollment Program.

I hereby voluntarily authorize the High School to release information to New Jersey City University Dual Enrollment Program. Specifically, I authorize disclosure of the following information: class schedules and student's planned intended college/university enrollment upon graduation. This authorization will remain in effect from the date it is executed until revoked by me, in writing, and delivered to the Dual Enrollment Program at New Jersey City University.

Student's Signature: _____ Date: _____

Parent/Guardian's Signature: _____ Date: _____

To the School: The student above is applying to the Dual Enrollment Program at New Jersey City University. Please forward copies of the student's educational records (as described in the Release) to:

Attn: Dual Enrollment Program Staff
New Jersey City University
2039 John F. Kennedy Boulevard
Science Building, Room 150
Jersey City, NJ 07305-1597

APPENDIX C: List of Available Courses

School	ICPS		NICU
	Course Title	Course Description	Course Title
DHS	Digital Video Production	The Digital Video Production course provides a hands-on introduction to digital video. The students will learn all phases of digital video production, including pre-production, planning, executing, managing a video shoot, editing, and post-production techniques. Students explore methods of sharing and broadcasting digital videos, including multiple-platform versions, external devices, and web delivery.	MEDI110: Foundations of Media Design*
	Air Force JROTC I/II	The JROTC I/II course provides students with the study of leadership theory and application, the foundation for success, communication/study skills, citizenship, military customs and courtesies, physical training, drill, map reading, and the history and objective of JROTC.	MS 101: Fundamentals of Leadership I
FHS	Financial Services/Financial Planning	<p>Financial Services: This course gives learners an overview of banks and other financial services companies. The course introduces them to the origins of money and banking and then examines the early history of banking in the United States. Learners move into an in-depth study of the financial services industry and explore the types of companies that make up this industry. They learn about the services offered by such companies and analyze the ways these companies earn profits. This course covers the main concepts behind investing and discriminates among different ways to invest money. Learners examine contemporary issues, including the level of personal saving in the United States, ethics in the financial services industry, and the industry's effect on communities and families.</p> <p>Financial Planning: This course offers an overview of the job of a financial planner. They look at financial planning objectively, requiring them to regard all aspects of financial planning as relevant to a potential client. Learners address the importance of financial planning in helping people reach their life goals, setting personal financial goals and a budget, the ethical code of certified financial planners, time-and-money relationships, and tax-reduction strategies. The course includes lessons on saving, borrowing, credit, and all types of insurance. It covers various types of investments, including income and growth investments, and discusses retirement and estate planning.</p>	FINC 220: Foundations of Finance for Business and Life
	Principles of Accounting	The Principles of Accounting course provides students with an understanding of the critical accounting process and facilitates decision-making by providing data and information to internal and external stakeholders. Students find out that accounting is an integral part of all business activities and that it plays an essential role in the everyday accountability of a business and high-stakes decision-making and analysis. In addition, students discover how to apply technology to accounting by creating formulas and inputting data into spreadsheets.	ACCT 251: Financial Accounting
	Business Economics/Business in a Global Economy	<p>The Business Economics course delivers an introduction to the essential concepts of economics. Topics covered include the differences between microeconomics and macroeconomics, the factors that influence the success of businesses and products, the relationship between labor and business, supply, demand, profit, costs, and markets.</p> <p>The Business in a Global Economy course provides students with an understanding of how and why businesses choose to expand operations into other countries. Students are exposed to the unique challenges facing firms doing business internationally, and to the potential opportunities available to those businesses.</p>	ECON115: Money and Markets
	Marketing	The Principles of Marketing course is an introductory course designed to introduce and help develop the skills needed by students interested in marketing careers. The course goes into the dynamics of marketing in the modern, global marketplace with an emphasis on case studies and contemporary trends. The course focuses on current dynamic issues facing marketing such as globalization, entrepreneurship, social media, ethical reasoning and the legal/regulatory environment. Students will have the opportunity to learn important marketing concepts, such as target markets, marketing mixes, marketing research and marketing strategy. Students will also explore how marketing techniques are used successfully. The curriculum is updated and aligned with current NJSL-2020.	MKTG 231: Principles of Marketing
LHS	Army JROTC 1	The JROTC I course provides students with the study of leadership theory and application, the foundation for success, communication/study skills, citizenship, military customs and courtesies, physical training, drill, map reading, and the history and objective of JROTC.	MS 101: Fundamentals of Leadership I

APPENDIX D:

Student Code of Conduct:

APPENDIX E:

[Undergraduate Academic Policy](#)