

# DUAL-ENROLLMENT AGREEMENT

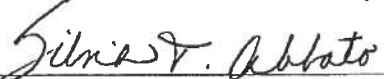
NEW JERSEY CITY UNIVERSITY

AND

JOSE MARTI STEM ACADEMY

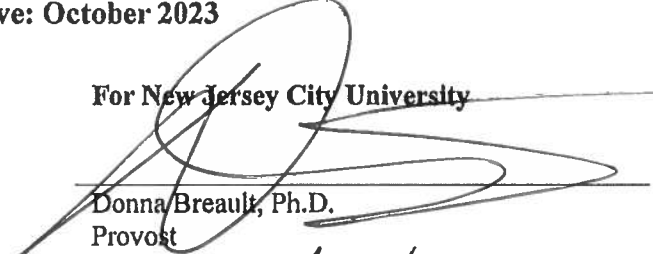
Effective: October 2023

For Jose Marti STEM Academy

  
\_\_\_\_\_  
Silvia Abbato  
Superintendent

Date: 10/3/23

For New Jersey City University

  
\_\_\_\_\_  
Donna Breault, Ph.D.  
Provost

Date: 10/10/23



## **I. Purpose**

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 the University), and Jose Marti STEM Academy (hereinafter referred to as the High School), located at 1900 Summit Avenue, Union City, New Jersey, 07087, desire to enter into an agreement whereby the High School students can take an undergraduate University courses in the College of Arts and Sciences. This Agreement stipulates the conditions for the mutual agreement and understanding of both parties.

The goals of this agreement are to:

- A. Enable High School students to be admitted as dual-enrolled students and enroll at the University at a reduced tuition rate.
- 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.

## **II. 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 receive approval from the discipline specific University department chair.
- 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 or program liaison, use required course materials, maintain required minimum instructional hours, administer exams, and submit both grades and attendance reports to the University by specified dates.

## **III. Recruitment, Admissions and Registration**

- A. Recruitment and identification of students will be the responsibility of the High School's administration. Students will be admitted through an executive process established by both parties.

- B. The High School will sponsor a maximum of eighteen (18) students for the Chemistry Lab course sequence per academic year.
- C. Students will apply for admission by completing a visiting student application designed specifically for this program by the University (form is available on the NJCU website and provided in Appendix B). All students' names and registration information will be collected (on the application form) and transmitted by the High School administration to the University. No application fees will be assessed.
- D. Students will register for courses through an enrollment process developed by both parties.
- E. The High School will complete registration forms for all students no later than September 30<sup>th</sup> of each academic year covered by this agreement, unless otherwise indicated.
- F. The Registrar's Office at the University will be responsible for maintaining student records for course work taken.
- G. The High School students will be coded and tracked in the Student Information Systems at the University. Information will be shared between the institutions for these students.
- H. Students' final grades will be transmitted by the High School to the appropriate University Department Chair.
- I. Grades and transcripts will be available at the conclusion of each course.

#### **IV. Use of University Laboratory Facilities**

- A. Students identified by the High School to participate in the laboratory instructional component may only participate if they have taken the safety training required by the University and have signed the required safety forms. In the case of minor students, the safety forms will not be considered fully executed to permit student use of the laboratories until signed by their parent/guardian.
- B. The University will charge no fee to the High School for student access to the laboratory space provided under this Agreement. However, laboratory classroom and use of laboratory resources and supplies may entail a materials/consumables fee, as detailed in Section VI.
- C. The University is responsible for and shall provide all consumables needed by High

School students to perform and conduct experiments in designated classroom-associated laboratories.

- D. The High School is responsible for costs above and beyond the \$40 threshold cost burden incurred by the University due to breakage or damage to expensive laboratory equipment (e.g., \$1000 balance), glassware (e.g., Erlenmeyer flask [\$40-120]), and equipment (e.g., \$290 benchtop electronic pH meter) caused by the High School students or personnel and shall reimburse the University for these costs.
- E. For the term of this agreement, the University will waive the \$50 student materials fee. This fee covers or otherwise offsets laboratory consumables (materials and supplies that needed for each student for their laboratory classroom work (e.g., chemicals, reagents, breakage of smaller item glassware, chemical disposal costs) and is not covered by University laboratory operating budgets.
- F. The scheduling, allocation, and designation of certain University laboratory facilities utilized by the High School students shall be determined by the corresponding University department chair in consultation with the High School's designated staff.
- G. Should any laboratory exercise or experiments be performed or conducted by the High School students under the supervision of the High School personnel in the designated University laboratories, these activities must be subject to prior consultation with and the approval of the corresponding University faculty.
- H. The High School is responsible for always providing safety and security for its students and employees while using the University's facilities. It is the High School's obligation to inspect the laboratory facilities prior to each use, to identify any unsafe conditions and take appropriate action and warn and give notice to the University. If the unsafe condition is the University's responsibility, the High School must give notice to the University but continue to take action to warn and /or safeguard its students and employees of the unsafe condition. The University reserves the right to prohibit use of the facilities until the issues are rectified.
- I. The High School is responsible for the conduct and safety of the students on the University campus and assigned to have access to the University laboratories under the supervision of the University's personnel or High School personnel who have taken required training for laboratory use from the University's personnel.

- J. The High School students participating in the classroom laboratory program shall always be supervised by the High School personnel when coming to the campus, while engaged in the hands-on laboratory experience and associated classroom activity, and when leaving the University campus. It is understood and agreed that High School students participating in the classroom laboratory program shall only be permitted to come to the campus for that purpose with High School personnel as a class, where the students may participate in the laboratory program, or other associated purpose (e.g., pre-arranged seminar or visit of laboratory facilities).
- K. When the laboratory class is concluded it is understood and agreed that the students will leave the University campus as a class under the supervision of the High School personnel.
- L. The High School students and faculty participating in the classroom laboratory program shall leave the laboratory classrooms in proper order at the completion of lab. This shall include cleaning off all lab benches and hoods, properly disposing of all waste in the appropriate containers and properly storing all equipment.
- M. The High School shall provide the University with the fully executed forms for all students participating in the laboratory program and shall provide a roster to the University of all High School students and teachers participating in the laboratory program.

#### **V. Dual-enrolled Courses Offerings**

The High School may elect to run their dual-enrolled course as a semester course or full-year course. Selected students may enroll in the following courses to be offered during the 2023-2024, 2024-2025, and 2025-2026 academic years.

##### **CHEM 207 Organic Chemistry I (3 Credits)**

This course will introduce the theory and concepts of modern organic chemistry. Topics include structure and bonding and acid/base theory applied to organic compounds, stereochemistry, conformational analysis, and an introduction to organic functional groups, organic synthesis, and spectroscopy.

##### **CHEM 2207 Organic Chemistry I Laboratory (1 Credit)**

By hands on participation, students in this course will be introduced to the theory and techniques of the modern organic chemistry laboratory such as extraction, thin layer chromatography, purification, and gas-liquid chromatography. The student will apply

these techniques to the synthesis of organic molecules from several important functional group classes.

## **VI. Fiscal Arrangement**

- A. The University shall directly invoice the High School for tuition in accordance with the following charges and terms for the 2023-2024, 2024-2025, and 2025-2026 academic years. The discounted University tuition charge is \$25 per course.
- B. All salary costs and space costs for instruction will be the responsibility of the High School and 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 by September 30 of the academic year. Invoices can be paid on the NJCU portal by credit card or through check within 14 days upon receipt. The portal website is [gothicnet.njcu.edu](http://gothicnet.njcu.edu).
- E. The High School is responsible for the procurement of all textbooks in a timely fashion, to permit the distribution of the texts to students no later than the first day of classes.
- F. The University typically requires a \$50 non-refundable materials/consumables fee but for the term of this agreement, the University agrees to waive this fee for each student who is registered for a course that includes a laboratory section for this agreement period.

## **VII. Student Grievances and Conduct**

- A. Students participating in the dual-enrollment program shall comply with the University's student code of conduct standards. The High School 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 High School 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.

### **VIII. Medical/Emergency Care**

It is understood and agreed:

- A. 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 High School.
- B. The High School 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 High School student might have, including any allergies that could impact the student's participation in the program.
- C. The High School is responsible for establishing a procedure for the notification of the High School student's parent/legal guardian in case of emergency, including medical or behavioral problems, natural disasters, or other significant program disruptions.
- D. The High School is responsible for providing information to parents or legal guardians detailing the way a High School student may be contacted while at the University.

### **IX. Terms of Contract**

This Agreement shall be effective as of October 2023, and shall run for three years. This agreement has the potential to subsequently 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.

### **X. 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. The University hereby releases the High School from all liabilities, claims, losses, costs, expenses, and demands of any kind or nature whatsoever arising under state or federal law, solely out of or in connection with the High School's performance of the obligations assumed by it or its employees, agents, or officers pursuant to this Agreement.

## **XI. Insurance**

- A. The High School 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 High School 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 New Jersey City 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, two million dollars (\$2,000,000) general aggregate, two million dollars (\$2,000,000) 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. Comprehensive Automobile Liability covering owned, on-owned, and hired vehicles. The limits of liability shall not be less than a combined single limit of one million dollars (\$1,000,000) per occurrence.
- D. 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 the High School 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 High School's liability insurance is included under the umbrella insurance and the umbrella limit exceeds the employer's liability limit requirements.

## **XII. Appendices**

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

- Appendix A: Checklist of Notification
- Appendix B: High School Visiting Student Registration Form

**Appendix A.**

Checklist of Notification: Core teams to notify the following offices once the agreement is signed.

REGISTRAR'S OFFICE

ADMISSIONS

ENROLLMENT MANAGEMENT

FINANCIAL AID

MARKETING

**Appendix B.**

**High School Visiting Student Registration Form:**



OFFICE OF THE REGISTRAR

Hepburn Hall, Room- 214 Email: [Registrar@njcu.edu](mailto:Registrar@njcu.edu)  
 Website: [www.njcu.edu/registrar](http://www.njcu.edu/registrar)  
 Phone: 201/200-3334 Fax: 201/200-2062

**NEW JERSEY CITY UNIVERSITY  
 HIGH SCHOOL VISITING STUDENT REGISTRATION FORM**

**Applicant Information**

Name: \_\_\_\_\_ Social Security Number: \_\_\_\_\_  
 Date of Birth: \_\_\_\_\_ Gender:  M  F Ethnic Status: \_\_\_\_\_  
 Permanent Home Address: \_\_\_\_\_  
 City/State: \_\_\_\_\_ Zip: \_\_\_\_\_ County Code: \_\_\_\_\_  
 Telephone Number: \_\_\_\_\_ E-mail Address: \_\_\_\_\_  
 High School: \_\_\_\_\_

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

**Student Course Request**

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**