

# **DUAL ENROLLMENT AGREEMENT**

**NEW JERSEY CITY UNIVERSITY**

**AND**

**JOSE MARTI STEM ACADEMY**

**For the 2024 and 2025 Academic Years**

## **Purpose**

This Dual Enrollment Agreement (“Agreement”) is entered into on June 26, 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 Jose Marti STEM Academy, located at 1900 Summit Avenue, Union City, New Jersey, 07087, (hereinafter referred to as “High School”). Students enrolled in 9<sup>th</sup>, 10<sup>th</sup>, 11<sup>th</sup>, and 12<sup>th</sup> grades are eligible to take undergraduate University courses provided by NJCU at either the High School or University campuses. 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
- 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.

## **Recruitment, Admissions and Registration**

- A. Recruitment and identification of students will be the High School administration's responsibility.
- B. Students will be admitted through an executive process established by both Parties.
- C. 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 High School’s administration to the University. No application fees will be assessed.
- D. 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.

- E. The Registrar's Office at the University will be responsible for maintaining student records for course work taken.
- F. 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. Students must participate in an on-site Orientation, conducted by University personnel. Students will also be issued a University I.D. card.
- G. For courses taken at the University, the registrar's office will give the final grades to the High School.
- H. 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>
- I. 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.
- J. All new and transfer students must comply with NJ State and University immunization requirements if they are taking courses on the NJCU campus. 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 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.
- B. 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 \$40 per credit for each student enrolled in a University course in addition to any additional course fees if the course is on campus. If the course is at NJCU, 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.
- B. If the course is at NJCU, all salary and space costs for instruction will be the responsibility of the University since the course is offered on-site at the University. If the course is at the High School, all salary and space costs for instruction will be the responsibility of the High School since the course is offered on-site at the High School.
- 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 Board of Education 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 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 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 High School's responsibility to transport the high school students to and from the University if the courses are at NJCU.

### **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 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 JCBOE 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 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 two 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 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 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 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 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 High School, and each provision has been subject to the mutual consultation, negotiation, and agreement of NJCU and the High School, 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 High School 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 **Jose Marti STEM Academy**:

**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 from **Jose Marti STEM Academy** to **New Jersey City University**:

**Att: Ms. Silvia Abbato**  
Superintendent  
3912 Bergen Turnpike  
Union City, NJ 07087

## **Appendices**

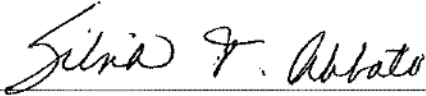
As part of this Agreement, the following have been included:

- 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



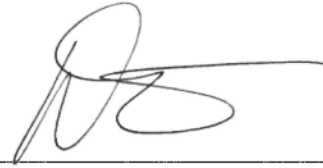
The representatives of each Institution have executed this Agreement on the date(s) indicated below.

**Signatures:**



Ms. Silvia Abbato  
Superintendent  
Union City Board of Education

Date: 7/8/24



Dr. Donna Breault  
Provost and Executive Vice President  
New Jersey City University

Date: 07-08-2024

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## **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

Hepburn Hall, Room 214 Email: [Registrar@njcu.edu](mailto:Registrar@njcu.edu)  
 Website: [www.njcu.edu/registrar](http://www.njcu.edu/registrar)  
 Phone: 201/203-3334 Fax: 201/203-2062

**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: \_\_\_\_\_  
 Student Course Request

**Ethnic Codes**

- 1 - American Indian or Alaska Native
- 2 - Asian
- 3 - Black or African American
- 4 - Hispanic / Latino / White
- 5 - Native Hawaiian or other Pacific Islander
- 7 - 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: Course list will be reviewed annually.

### **PSYC 110 Introduction to Psychology (3 Credits)**

This course provides a general survey of psychological theories, principles, and research. Topics include biological foundations of behavior, sensation, perception, learning, personality theory and social psychology

**APPENDIX D.**

Student Code of Conduct:

**APPENDIX E.**

Undergraduate Academic Policy