

DEPARTMENT OF EDUCATION

NEW JERSEY CITY UNIVERSITY

AN

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

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 NJSLS (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

receive approval from the discipline specific University department chair and must be "onboarded"

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Transcripts will be available for students and High Schools at the conclusion of each

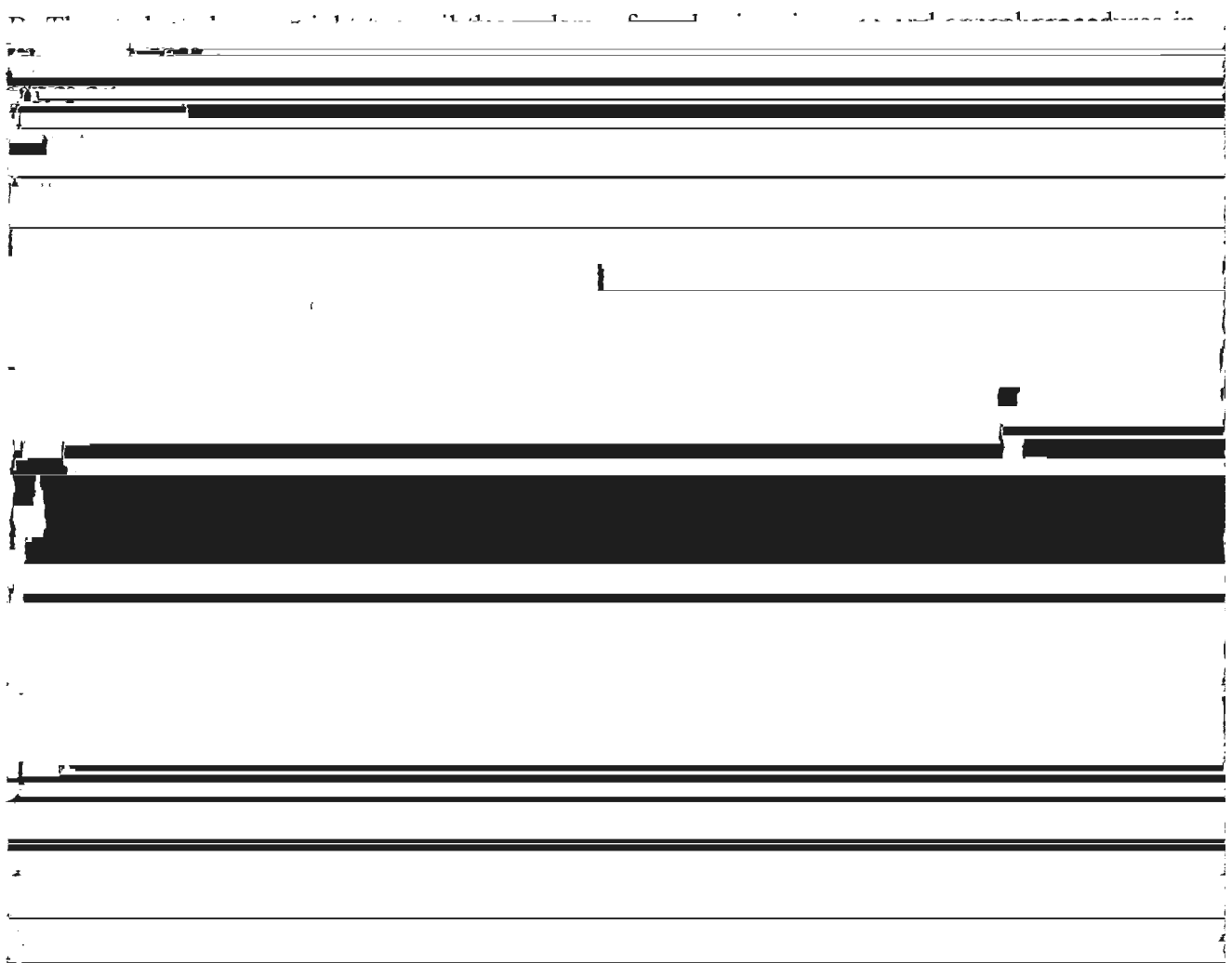
semester. To request a transcript, a student or graduate has three options:

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.



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

[REDACTED]

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

State Educational Facilities Authority as additional insureds.

[REDACTED]

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

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,

[REDACTED]

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

Hepburn Hall, Room 309

Jersey City, NJ 07305

New Jersey City University

Att: Dr. Scott O'Connor

Assistant Provost for Academic Affairs

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

Signatures:
Superintendent

Jersey City Board of Education

Date: 8/22/2024
Dr. Norma F

Dr. Donna Breault
Provost and Executive Vice President
New Jersey City University
Date: 07-31-2024

DR. DENNIS R. FROHNAPFEL, R.S.B.A.
ACTING BUSINESS ADMINISTRATOR
JERSEY CITY PUBLIC SCHOOLS

346 CLAREMONT AVENUE
JERSEY CITY, NJ 07305

8.8.24

APPENDIX A • Checklist of Key Functions

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 D: 

Student Code of Conduct:

APPENDIX E:

Madrasapeta Academic Policy