

ADDED DUAL ENROLLMENT AGREEMENT BETWEEN NEW JERSEY CITY UNIVERSITY AND THE JOSE MARTI STEM ACADEMY

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 UNIVERSITY) and the Jose' Marti STEM Academy, located at 1800 Summit Avenue, Union City, New Jersey, 07087 (hereinafter referred to as JMSA) desire to enter into an agreement whereby JMSA students are able to take undergraduate UNIVERSITY courses. The following incorporates the agreement and understanding of both parties.

1. Purposes and Goals

The UNIVERSITY and the JMSA will cooperate to promote successful undergraduate educational experiences for qualified JMSA students for the 2021-22 and 2022-23 academic years.

The goals of this partnership are two-fold:

1. **Enable JMSA students to be admitted as cohort students and enroll in the following UNIVERSITY courses:**
CHEM 105 General Chemistry I
CHEM 1105 General Chemistry I Recitation/Laboratory
CHEM 106 General Chemistry II
CHEM 1106 General Chemistry Recitation/Laboratory
BIOL 130 Principles of Biology I
BIOL 131 Principles of Biology II
2. Enable JMSA students enrolled in the above Chemistry and Biology courses to utilize UNIVERSITY facilities for instructional purposes, including library resources and be able to participate in UNIVERSITY Biology-and Chemistry-sponsored events.

2. Recruitment, Admissions and Registration

- A. Recruitment and identification of students will be the responsibility of the JMSA administration.
- B. Students will be admitted through an administrative process established by the UNIVERSITY and the JMSA.
- C. Students will apply for admission by completing a visiting student application designed specifically for this program, collected by the JMSA administration. No application fees will be assessed.
- D. JMSA students will register courses through a registration process developed by both the UNIVERSITY and the JMSA.

- E. JMSA will complete registration forms for all JMSA students no later than two (2) weeks prior to the beginning of each UNIVERSITY term for each academic year covered by this agreement.
- F. The Registrar's Office at the UNIVERSITY will be responsible for maintaining student records for coursework taken.
- G. JMSA students will be coded and tracked in the Student Information Systems at the UNIVERSITY. Information will be shared between the institutions for these students.

3. Financial Aid and Scholarships

- A. Financial aid will not be available for JMSA Program participants.

4. Tuition and Fees

- A. The JMSA will sponsor a maximum of twenty (20) students for the Chemistry course sequence and twenty (20) students for the Biology course sequence in each course (identified in Section 1:1) per academic semester.
- B. The JMSA agrees to permit the Opportunity Meets Innovation Challenge On-ramp to College Grant funding to pay the full tuition charge for each student enrolled in the UNIVERSITY courses.
- C. Withdrawals will be handled by the UNIVERSITY in accordance with its existing tuition and fees refund policies.
- D. The JMSA is responsible for the procurement of all textbooks in a timely fashion, in order to permit the distribution of the texts to students no later than the first day of classes.

5. UNIVERSITY and JMSA Cooperative Management of the Agreement

- A. The management of the Agreement between the JMSA and the UNIVERSITY shall be conducted by and through designated staff of the UNIVERSITY and the JMSA and shall include but not be limited to appropriate consultation.
- B. The UNIVERSITY designee for management and consultation related to this Agreement is the Dean of the College of Arts and Sciences.
- C. The JMSA designee for management and consultation related to this Agreement is the Principal of JMSA.
- D. The JMSA is solely responsible for the conduct of JMSA personnel and their adherence to rules, regulations, and law applicable to the treatment and supervision of JMSA students in their charge and under their supervision.
- E. All salary costs for JMSA personnel involved in the performance of this Agreement are and remain the responsibility of JMSA however, the OMIC On-ramp to College will contribute to this effort and help support faculty office hours. Faculty Office hours support will be provided for two existing dual enrolled courses (Psychology & Organic Chemistry) as well as courses covered by this agreement. Faculty will be compensated at \$40/hour)

- F. Academic advising for JMSA students is the responsibility of the JMSA Administration.
- G. The UNIVERSITY will make available Supplement Instruction support for the JMSA students.
- H. The UNIVERSITY shall provide the JMSA with any forms which are required to be read and signed by students, parents (in case of minor students), and teachers.
- I. The JMSA shall provide the UNIVERSITY with fully executed forms for all students participating in the laboratory program and shall provide a roster to the UNIVERSITY of all JMSA students and teachers participating in the laboratory program.

6. Program Course Offerings and Instruction

- A. The management of the agreement between the two organizations will be coordinated through the UNIVERSITY Dean of College of Arts and Sciences and the JMSA.
- B. Instruction will be provided by a member of the JMSA faculty or staff who meets all qualifications for designation as a UNIVERSITY adjunct faculty member,
- C. All salary costs and space costs for instruction will be the responsibility of the JMSA.
- D. Academic advising will be the responsibility of the JMSA administration.
- E. Office hours providing an opportunity for faculty-student communication outside the classroom will be the responsibility of JMSA faculty.
- F. JMSA students enrolled in the program will conform to the JMSA calendar (e.g., college classes will not meet on days that JMSA is not in session).
- G. Course scheduling is to be organized directly between JMSA staff and the UNIVERSITY Project Coordinator and Chemistry Department Chair, Dr. Robert Aslanian.
- H. For the Fall, 2021 and Spring 2022 semesters, JMSA Students enrolled in the program will be limited to enrolling in the following undergraduate 2-, 3-, or 4-credit course at the UNIVERSITY:

CHEM 105 General Chemistry I (3 credits)

This course provides a qualitative and quantitative description of atomic and molecular structure, gas laws, stoichiometry, thermodynamics, and solution chemistry. This course meets the requirements for students majoring in the biological and physical sciences.

CHEM 1105 General Chemistry I Recitation/Laboratory (2 credits)

Taken concurrently with Chemistry 105, this course provides experiences, which allow the student to discover the empirical relationships, which support the theoretical aspects of General Chemistry I

CHEM 106 General Chemistry II (3 Credits)

This course is a continuation of Chemistry 105. Topics discussed include equilibrium, acids and bases, precipitation reactions, kinetics and electrochemistry.

CHEM 1106 General Chemistry II Recitation/Laboratory (2 Credits)

A continuation of Chemistry 1105, course includes titrations, spectrophotometric work, the use of pH meters, and qualitative analysis. It is taken concurrently with Chemistry 106.

BIOL 130 Principles Biology I (4 credits)

This lecture/lab course introduces the basic building blocks of life through the scientific investigation. Topics include the scientific method, basic chemistry, the cell and its structure, function, metabolism and reproduction, and nucleic acid structure and function.

BIOL 131 Principles of Biology II (4 Credits)

This lecture/lab course is a continuation of the basic concepts of life. Topics include Mendelian genetics, evolution and an overview of microorganisms, fungi, animals and plants, with selected topics for concentrated study.

- J. No later than two weeks before the start of each semester, the JMSA will forward the finalized syllabi for the course offering covered by this agreement.

7. Student Grievances and Conduct

- A. JMSA students enrolled in UNIVERSITY courses pursuant to this Agreement shall comply with the UNIVERSITY student code of conduct standards, which will be distributed at the beginning of each semester. The JMSA may intervene in cases of misconduct, particularly when cases involve health and safety. Students found in violation of the UNIVERSITY student code of conduct may receive sanctions from each institution. The JMSA and UNIVERSITY reserve the option to decide that only one institution will process a case of misconduct. The JMSA and UNIVERSITY will create a process for reporting to the other when one institution becomes involved in evaluating student code of conduct violations.
- B. JMSA students have a right to avail themselves of academic grievance and appeal procedures in matters regarding grading, course requirements, attendance, academic integrity, and other academically related complaints.

8. Marketing

- A. Promotional plans and materials related to this agreement will be subject to approval by the JMSA and the UNIVERSITY.

9. Insurance

- A. The JMSA shall secure and maintain in force 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 JMSA 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 certificates shall not be canceled for any reason except after thirty (30) days written notice to the UNIVERSITY. All Insurance required herein, except Workers' Compensation, shall name New Jersey City University, the State of 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, non-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 of Federal jurisdiction required to protect the employees of the JMSA 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 Employer's Liability Protection with a limit of liability not less than one million dollars (\$1,000,000) bodily injury, each occurrence, one million (\$1,000,000) disease, each employer, and one million dollars (\$1,000,000) disease, aggregate limit. Lower primary limits will be accepted if JMSA'S liability insurance is included under the umbrella insurance and the umbrella limit exceeds the employer's liability limit requirements.

10. Indemnification and Hold Harmless

- A. The JMSA 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, judgements, 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, which shall arise from the use of the designated UNIVERSITY laboratories by JMSA students and JMSA personnel under Agreement. The JMSA's obligations under this paragraph shall not apply to any claims caused by, or due to the fault of, the University, its trustees, officers, employees, volunteers and/or agents, or which are the responsibility or fault of the Facility.

11. Medical/Emergency Care

It is understood and agreed that the JMSA is solely responsible for:

- A. Arranging adequate emergency medical services for JMSA program students while they are at the UNIVERSITY and arranging access to such services.
- B. 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 JMSA student might have, including any allergies that could impact the student's participation in the program.
- C. Establishing a procedure for the notification of the JMSA student's parent/legal guardian in case of emergency, including medical or behavioral problems, natural disasters, or other significant Program disruptions.
- D. Providing information to parents or legal guardians detailing the manner in which a JMSA student may be contacted while at the UNIVERSITY.

12. Terms and Termination

- A. The only parties to this Agreement are the UNIVERSITY and the JMSA.
- B. Amendments to this Agreement must be in writing and approved by the respective designees of the JMSA and the UNIVERSITY.
- C. The Agreement may be terminated by the UNIVERSITY or the JMSA upon thirty-day notice to the other. Termination notice shall be addressed to the designees identified in Section 6, Paragraphs B. and C. with a copy to JMSA city School District, 3912 Bergen Turnpike, JMSA City, New Jersey, 07047, and to Alfred E. Ramey, Jr., UNIVERSITY Counsel, New Jersey City University, 2039 Kennedy Boulevard, Hepburn Hall-Room 306, Jersey City, New Jersey 07305.
- D. This agreement shall cover the 2021-22 and 2022-23 academic years and the parties may renew, in writing, the agreement for additional coursework or access to certain UNIVERSITY laboratory space(s) for any subsequent years.

ADDED DUAL ENROLLMENT AGREEMENT

Between

Jose' Marti' STEM Academy & New Jersey City University

Modification No. 1

Jose' Marti' STEM Academy (JMSA) and New Jersey City University (NJCU), having previously entered into an Added Dual Enrollment Agreement (Doc#DE _10282021), dated/effective February 24, 2022, do mutually agree to modify the Agreement as follows:

Program Course Offerings and Instruction:

The following courses will be offered for the Fall 2022 and Spring 2023 semesters:

FALL 2022

Chem 105 3 credits
Chem 1105 2 credits
Biol 130 4 credits
CS 101 3 credits
Engl 101 4 credits

Spring 2023

Chem 106 3 credits
Chem 1106 2 credits
Biol 131 4 credits
Math 140 3 credits
Engl 102 4 credits

All other terms and conditions of the agreement shall remain the same.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment in duplicate by the proper persons thereunto duly authorized.

Jose' Marti STEM Academy

New Jersey City University