DUAL ENROLLMENT AGREEMENT

NEW JERSEY CITY UNIVERSITY

AND

ELIZABETH BOARD OF EDUCATION

For the 2025, 2026 and 2027, Academic Years

Purpose

This Dual Enrollment Agreement ("Agreement") is entered into 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 the Elizabeth Board of Education, located at 500 North Broad St, Elizabeth, NJ 07208 (hereinafter referred to as "EBOE" or the "High School"). This agreement between NJCU University (NJCU) and the EBOE is intended to cooperatively promote successful undergraduate educational experiences for Elizabeth Board of Education Career and Technical Education (CTE) students. NJCU entered into this CTE agreement to better serve Elizabeth Public High School students and to mutually benefit our organizations. Students enrolled in 10th,11th, or 12th grades and attending the High School are eligible to take undergraduate University courses provided by NJCU at the High School. 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 NJSLS
- 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 EBOE or 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 BOE or the High School's administration to the University. No application fees will be assessed.

- D. The High Schools and EBOE 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.
- G. 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
- H. 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.

Course Offerings

- A. For the courses at the High School, the University and High School will identify the relevant dual enrolled courses, no later than the beginning of new student registration and communicate course schedules to the University and EBOE.
- B. Please find the list of available courses in Appendix C for the academic years.

Fiscal Arrangement

- A. The EBOE agrees to pay in full the discounted tuition charge of \$40 a credit for each course taken at the High School and \$100 for each course offered on the. NJCU campus. This represents a significant reduction from the full tuition change.
- B. All salary and space costs for instruction will be the responsibility of the High School when the courses are offered 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 EBOE, 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).

Term and Cancellation of Agreement

- A. This Agreement shall be effective as of September 2025 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

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

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.

the Parties:

If to New Jersey City University from Elizabeth 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

Office of University Counsel Att: Ms. Monica de los Rios Interim University Counsel 2039 JFK Blvd Hepburn Hall, Room 306 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

If to Elizabeth Board of Education from New Jersey City University:

Att: Dr. Olga Hugelmeyer Superintendent of Schools 500 North Broad St. Elizabeth, NJ, 07208

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:

Mr. Harold Kennedy School Business Administrator Elizabeth Public Schools

Date:

Mr. Stanley Nero Board President

Elizabeth Public Schools

Or. Donna Breault
Provest and Executive Vice President
New Jersey City University

Date: \(\)

APPENDIX A.

Checklist of Notification:	Core teams to	notify the	following	offices onc	e the agr	eement is
signed.						

	ADMISSIONS (UNDERGRADUATE AND GRADUATE)
	BURSAR'S OFFICE
	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
П	INIVERSITY COUNSEL

APPENDIX B.

High School Visiting Student Registration Form Sample



Hepturn Hall Room 214 hmail <u>Reconcurious esta</u> Website www.nauedologistur Phone 200/200-3134 hm. 30/200-3162

NEW JERSEY CITY UNIVERSITY HIGH SCHOOL VISITING STUDENT REGISTRATION FORM

Name:	Erteric Coder	
Date of Hirth:	Gender: M F Ethnic States:	i Amendia Indian or Akska Narive
City/State:	Zip: County Code:	Histor Africas America
	E-mail Address:	-Hispanic Latino : William
High School:		6 Native Handrian or other Pacific
Student Course Request		Islander 7-Non-esident Aben
COURSE TITLE	DEPT CAT# CLASS#	New Josep
LL INFORMATION PROVIDED IS THE POLICIES AND PROCEDURES OF	KUE. THIS IS TO CERTIFY THAT I HAVE COMPLIED WITH F NEW JERSEY CITY UNIVERSITY.	Genery Codes 99 - Out of Shake 01 - Adams 03 - Hergen 05 - Barringson 07 - Cambon 09 - Cape May 11 - Camecaland 13 - Essen
gnature of Applicant (Required)	Dute	15 - Gloucester 17 - Hurbon
	uthorization for Release and sign this form to authorize disclosure of limited information is to the New Jersey City University Dual Enrollment Program.	27 - Moores
	on and the reality only our case, but belong an enough	
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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:

Arter Dual Eurollment Program Staff Near Jerzey City University 2039 John F. Kennedy Boulevard Science Building Room 150 Jerzey City. NJ 07305-1597

APPENDIX C.

List of Available Courses: Course list will be reviewed annually.

ACCT 251 Financial Accounting (3 Credits)

This course provides an overview of the fundamental concepts and principles underlying financial accounting. Emphasis is placed on how financial information is accumulated and reported using both manual and software-facilitated approaches. Students learn about the various accounting systems and major accounting elements such as assets, liabilities, income, and expenses. The course also introduces basic data analytics concepts and how they are utilized for financial analysis.

FINC 220 Foundations of Finance for Business and Life (3 Credits)

This course provides an introduction to the three foundations of finance - the financial system, investments, and business finance. With an integrated perspective on three areas, the course stands alone as a survey of the financial environment, and forms a balanced platform for further study in business and finance.

FINC 250 Financial Literacy: Strategies for Financial Success (3 Credits)

Students will explore behaviors necessary to make ethical and realistic financial decisions in changing situations and evaluate their collective societal impact. In a cultural and civic context, learners will develop lifelong strategic financial management skills to grow into responsible citizens, smart consumers and successful economic units.

MGMT 221 MYOB: Mind Your Own Business (3 Credits)

This course provides students with the concepts and tools to assess, discover and unlock the potential for seeing opportunity, and to translate the opportunity or idea into a business. Students will explore what skills, knowledge and behaviors are useful to the entrepreneur and engage in community based research.

APPENDIX D.

Student Code of Conduct:

APPENDIX E.

Undergraduate Academic Policy