



**Articulation Agreement
Between
Kean University and
The Newark Board of Education**

This Articulation Agreement ("Agreement") is made and entered into on _____ by and between Kean University, a public institution of higher education of the State of New Jersey, with its primary address at 1000 Morris Avenue, Union, New Jersey 07083 (hereinafter referred to as "Kean University" or "Kean") and the Newark Board of Education (hereinafter referred to as "District"), with its primary address at 765 Broad Street, Newark, NJ.

WHEREAS, Kean University has established the Kean Scholar Academy initiative (hereinafter referred to as "KSA"), a K-12 educational program, that prepares high school students for a seamless transition to the University's five (5) colleges - College of Education, Michael Graves College (Architecture and Design), College of Business & Public Management, College of Liberal Arts, and the NJ Center for Science, Technology & Mathematics (STEM);

WHEREAS, District provides public secondary school education programs to the students of the City of Newark;

WHEREAS, School and Kean University wish to develop a collaboration that builds upon the special strengths of both institutions for the co-education of selected students of District;

WHEREAS, District and Kean University wish to provide a dual-credit program to high school students through Kean's KSA initiative, so that the students may earn high school credit and college credit concurrently based on successful completion of course(s), as approved or mapped by Kean University (the "Collaborative Arrangement")

NOW THEREFORE, District and Kean University wish to confirm in writing the terms and mutual and individual responsibilities related to offering the Collaborative Arrangement.

1. General Description of the Collaborative Arrangement

The Collaborative Arrangement is comprised of college level courses developed by Kean and taught by District and/or Kean faculty. In addition to completing these courses, high school students also have the ability to participate in internships, fieldwork and other experiential learning opportunities proposed as part of KSA. Students successfully completing KSA have the opportunity to earn college credit provided that all conditions of the Collaborative Arrangement have been satisfied.

2. Academic Program Description and Administration

- A. District and Kean agree to collaboratively provide educational services to students that allow them to pursue college level courses and/or internships, fieldwork and other experiential learning opportunities through KSA. The college level courses, developed by Kean, shall provide a foundation for admission into one of Kean's Colleges mentioned in the recitals above. The course schedules will be discussed with the District prior to the start of KSA. The courses offered under this Agreement will be listed on KSA's website and are subject to change, in the sole discretion of Kean.
- B. Kean will be responsible for registering Students in courses to be taught by Kean faculty. District acknowledges that registration for some KSA courses will be based on the availability in the course, taking into account faculty-student ratios required for the curriculum. District also acknowledges that Kean, at its discretion, may only offer certain courses online or may transition any course to online instruction at any time.
- C. District will be responsible for the scheduling of courses to be taught by District.
- D. All teachers at District shall be qualified by KSA prior to teaching Kean curriculum. District shall recommend teachers to Kean, but the selection of teachers is in the sole discretion of KSA. Teachers in the Collaborative Arrangement must hold a master's degree and have related subject matter expertise as demonstrated by a specialized certificate or other acceptable documents showing competency in the area of teaching their assigned Collaborative Arrangement course. Only individuals who have received training on the curriculum by Kean, may teach in KSA. Kean maintains the right to observe the District faculty in the classroom to ensure quality of teaching and content accuracy. Reasonable notice will be provided to District prior to such observation.
- E. Kean will provide curriculum, including all materials, to District for courses to be taught by teachers at District.
- F. District shall make available sufficient and suitable classrooms, conference space and laboratories for the Collaborative Arrangement.
- G. Students shall be required to meet all the relevant requirements for KSA, as established by Kean University.
- H. Prospective students may apply to KSA at the end of their 8th grade year. All applications shall be processed according to the District's policies and procedures. District shall submit application forms for all students interested in KSA to the Executive Director or designee by no later than April 16th.
- I. All applications will be reviewed by the Executive Director or designee and admissions will be made based on criteria established by Kean University, in its sole discretion. Such criteria may include, but is not limited to, grades in core courses, overall grade point average, number of absences/tardies, standardized exam scores and extra-curricular activities. Prospective students may also be interviewed prior to admission to KSA.
- J. A participating student is eligible to take Kean "content-specific standardized online exam" and earn college credit only after the student has completed the "Collaborative Arrangement Designated Course" in that subject matter. The student performance on the exam will be reflected as a High Pass, Pass, Low Pass, or NC on the Kean transcript based on the following grading scale, which can be amended from time to time per Kean standard:

High School Credit by Exam Score	College Course Grade Equivalent	Recommendation	Transcript Grade
90-100%	A, A-	High Pass	HP
80-89%	B+, B, B-	Pass	P
70-79%	C+, C	Low Pass	LP
< 70%	D and below	No Credit	NC

No exceptions to this provision will be permitted except by Kean in its sole discretion.

- K. It is the student's right to refuse any credits earned by examination before their exam performance appears on a Kean transcript. However, once they are part of the student's permanent record, grades

cannot be removed. Students must inform the Executive Director or designee in writing within 10 days following exam grade release if the student DOES NOT want their grade transferred to a Kean transcript.

- L. Parties may agree in writing to include other appropriate institutions as part of the mission to provide educational experiences to students in the Collaborative Arrangement.
- M. Student advisement shall be the responsibility of District. District shall ensure that students are made aware of all requirements for completion of each course and the Collaborative Arrangement.
- N. Kean shall have the right to make modifications in District advisement, teaching or any other activities, as they relate to the Collaborative Arrangement.
- O. Kean shall provide each student with a KSA counselor. Kean shall also provide students with various academic support and social/emotional support services, which may include tutoring, writing services, mentoring, college/career counseling and additional supplemental support.
- P. District agrees to assist in data collection of its students, as needed by Kean for research and/or educational purposes.
- Q. District shall be solely responsible for transportation of students to and from the Kean campus in Union.

3. Administrative Structure

- A. Kean shall designate an Executive Director of KSA who shall have the direct responsibility for the administration of the Collaborative Arrangement, with the cooperation of participating high schools, administration, teachers, and staff. The Executive Director shall be employed by and report to Kean and act as a liaison between the parties.
- B. The parties agree to schedule meetings for the Collaborative Arrangement's faculty and the Executive Director to maintain effective collaboration and communication, and to ensure that the curriculum conforms to the Collaborative Arrangement's requirements.
- C. District shall provide release time as needed for participating faculty to attend KSA meetings with advance notice from the Executive Director.
- D. Evaluation of the Collaborative Arrangement shall occur on an annual basis. This shall include, but not limited to, evaluation input from faculty and students of KSA.
- E. District shall maintain each student's records with regard to the Collaborative Arrangement until the student graduates from the District, in accordance with student records retention policy.
- F. Student transcripts shall be made available from the Registrar using standard Kean procedures for requesting and receiving a transcript.
- G. Kean shall retain fiscal and statistical records, supporting documents, and all other records related in any way to this Agreement, excluding student transcripts, for the period of seven years after the expiration or termination of this MOU. If any litigation, claim or audit is started before the expiration of the seven-year period, all records and supporting documents shall be retained until all such litigation, claims and audit findings are resolved. Student transcripts will be kept indefinitely.

4. Mutual Obligations

- A. The parties agree that they will comply with all applicable federal, state and local laws and regulations, including the Family Educational Rights and Privacy Act (FERPA), the Children's Online Privacy and Protection Act ("COPPA"), the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Federal Regulations (42 CFR-Part 2 and 42 CFR-Parts 160 & 164), and the N.J. Children of Substance Abusers Legislation of 1999 (N.J.S.A. 18A:40A-7.1) and will not discriminate on the basis of race, color, sex, creed, age, national origin, ancestry, marital status, familial status, religion, sexual orientation, disability or veteran status in the administration of the Collaborative Arrangement.

- B. This Agreement shall be governed in accordance with the laws of the State of New Jersey, including without limitation, the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq., and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq., and the regulations of the State Department of Education and the Commission on Higher Education.
- C. Programmatic policy-making shall be within the framework of federal and state law and of the professional requirements of state and national accrediting agencies.
- D. Any conflicts or disputes shall be referred to the Superintendent of the District and the President of Kean University or their designees for resolution.
- E. This Agreement shall be binding on the District and Kean University and their respective successors and assigns. Neither the District nor Kean University shall assign its obligations and duties under this Agreement without receiving the prior written consent of the other party.
- F. This Agreement shall not establish an employer/employee relationship, joint venture, or partnership agreement hereby either expressly or by implication between Kean University and the District. Each party to this Agreement shall continue to be autonomous and shall be governed independently by their respective governing boards and administrations except insofar as this Agreement specifically states to the contrary. Neither party hereto, nor their respective employees, shall be construed to be the agent, employees or representative of the other.
- G. Subject to the provisions of the New Jersey Tort Claims Act and the New Jersey Contractual Liability Act, Kean 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 act or omission of its employees, agents or officers, in the performance of its obligations assumed pursuant to this Agreement. Kean hereby releases District from any and 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 Kean's performance of the obligations assumed by it or its employees, agents or officers pursuant to this Agreement. District 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 act or omission of its employees, students, agents or officers, in the performance of this Agreement. District hereby releases Kean, its employees and trustees from any and 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 District's performance of the obligations assumed by it or its employees, students, agents or officers pursuant to this Agreement.
- H. District shall maintain at its own expense, during the term of this Agreement, a comprehensive liability policy and a School Board Legal Policy, including professional liability, ensuring the institution against any and all claims for bodily injury or death and property damage resulting from liabilities arising from the operation by its officers, employees, students, staff, and agents under this Agreement, with limits of not less than \$1,000,000 with respect to injury or death of any one person and not less than \$3,000,000 in the aggregate.
- I. Kean University is a public higher education institution in the State of New Jersey. As such, this Agreement hereby expressly incorporates the following Statement of Public Liability Insurance: Any agreement or arrangement signed and entered into on behalf of the State of New Jersey by a State official or employee shall be subject to the provisions of the New Jersey Tort Claims Act, N. J. S. A. 59:1-1 et seq. and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq. and the availability of appropriations. The State of New Jersey does not carry public liability insurance, but the liability of the State and the obligations of the State to be responsible for tort claims against its employees are covered under the terms and conditions of the New Jersey Tort Claims Act. The Act also creates a special tort claims fund and provides for payment of claims against the State of New Jersey and/or its employees whom the State is obligated to indemnify against tort claims that arise out of the performance of their duties. Claims against the State of New Jersey or its employees arising out of the performance of this Agreement should be referred for handling to the Attorney General, Division

of Law, Tort Litigation Section, Hughes Justice Complex, P.O. Box 116, Trenton, New Jersey 08625. Furthermore, the State of New Jersey self-funds for Workers Compensation and Disability.

- J. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the Collaborative Arrangement, and this Agreement contains all the covenants and agreements between the parties with respect to this Agreement. The parties agree that no oral representations or written representations, other than contained herein, were relied on by the parties, or form additional terms of this Agreement.
- K. The parties agree to coordinate with regard to any publicity surrounding this Agreement. District hereby gives Kean the right to list District as a member of KSA in marketing materials and on the KSA website.

5. Ownership of Materials & Intellectual Property

- A. All manuals, teaching plans, and materials gathered, originated, developed, prepared, and/or used in the performance of this Agreement by Kean or District shall remain the property of Kean University. As such, Kean retains the rights to use any materials outlined above for its own internal purposes, such as but not limited to its teaching and research programs, including publications. Kean shall have the right to use or incorporate into its manuals, teaching plans and materials any input or modifications from District and shall retain all right, title and interest to all such input and modifications. Kean shall have no obligation to make any changes to its manuals, teaching plans and material based on input from District. District shall not modify any manuals, teaching plans and materials without the express written consent of Kean.
- B. District has a right to free access to any and all research findings and data collected as a result of this Collaborative Agreement with permission from Kean University with appropriate attribution.
- C. Other than forms completed for exam registration process and transcript, all materials will be devoid of student identifying information.
- D. The parties acknowledge and agree that nothing in this agreement shall affect either party's ownership of any Intellectual Property Rights which exist as of the Effective Date or will be generated independent of this Agreement thereafter.

6. Student Conduct

- A. Students shall at all times abide by all of Kean's rules, regulations, and policies, including without limitation, the Student Code of Conduct and Academic Integrity Policy, copies of which will be provided to students upon admission to KSA.
- B. Kean reserves the right, subject to and in conjunction with the approval of District, and in accordance with its established policies and procedures, to remove any Student from KSA who violates any of Kean's rules, regulations, policies or procedures. In cases where a Student fails to meet the academic requirements of the program, Kean in conjunction with District will consider viable options with an intended goal of graduation. Kean shall have the right, however, in accordance with its established policies and procedures, to temporarily suspend any Student who exhibits behavior that brings into question their integrity or that is unbecoming of a Kean student and its diverse campus community. In such an event, Kean will provide District notification of the suspension.

7. Payment and Registration

- A. District will remit all educational and/or administrative fees for Students enrolled in KSA directly to Kean at the agreed upon rate of \$200 per credit per Student payable on or before July 15th prior to each school year. Students will not be assessed student fees and, as such, will not be entitled to privileges that are directly related to student fees. The educational and/or administrative fees may be revised from time to time in Kean's sole discretion, and such revised fees shall go into effect with 60 days' notice to District. The total amount of monies to be paid by the District under this contract for

the services rendered or received shall not exceed approximately five thousand dollars (\$5,000.00).

- B. All educational and/or administrative fees for Students enrolled in KSA shall be the sole responsibility of the District and shall not be borne by students or families.
- C. Costs of books shall be the responsibility of the District, which shall be responsible for purchasing and/or renting the required textbooks from the University Bookstore on the Kean campus. Kean will maximize the use of Open Educational Resources for KSA courses.
- D. District shall be responsible for hiring and compensating the instructors who will be teaching the curriculum at the District.
- E. Kean may offer stipends to District employees who provide support specific to KSA, including, but not limited to, counseling and academic support.
- F. Billing shall be prepared and issued by Kean University to the District billing office. The fees shall be paid to Kean University within thirty (30) days of each billing date.

8. Term of Contract/Termination

- A. This Agreement shall commence on the date of execution ("Effective Date") and shall continue for one (1) year unless either party wishes to terminate as per the requirements set forth herein. Each curriculum shall be evaluated, by both parties, upon the completion of a 2-year term from the Effective Date.
- B. At any time during the term of this Agreement, a party may terminate the Agreement with 60 days' written notice to the other party.
- C. In the event this agreement expires or terminates prior to the end of an academic year, it is expressly understood that the Students currently enrolled in KSA will be allowed to complete their studies for the academic year.
- D. Kean's and District's contractual obligations under this Agreement, including Kean's ability to offer the KSA program, are contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability shall arise hereunder unless and until funds are made available each fiscal year by the New Jersey State Legislature. If either party has notice that it will not receive appropriations from the Legislature and as such, will be unable to meet any requirements of this Agreement, said party shall notify the other of same prior to the start of the school year.

9. Warranties and Representations of the Parties

- A. The parties do hereby warrant and represent that this Agreement has not been solicited or secured, directly or indirectly, in a manner contrary to the laws of the State of New Jersey and that said laws have not been violated as they relate to the procurement or performance of this Agreement by any conduct, including the paying or giving of any fee, commission, gift, gratuity, or consideration of any kind, directly or indirectly, to any state employee, officer or official.
- B. Each party does hereby warrant and represent that it has the authority to enter into this Agreement and is qualified by training and experience to perform the required services and programs in the manner and on the terms and conditions set forth herein.
- C. All notices required or permitted under this Agreement shall be in writing and shall be delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

To Kean University:	Kean Scholar Academy Kean University 1000 Morris Avenue Union, New Jersey 07083
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To District:	Newark Board of Education Office of Student Life
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765 Broad Street
Newark, NJ 07102

Signature page to follow

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized officers.

KEAN UNIVERSITY

NAME, TITLE

Date

NEWARK BOARD OF EDUCATION

Dawn Haynes, Board President

Date