

**STANDARD CERTIFICATION DECLARATION FOR AN EXTRAORDINARY
UNSPECIFIABLE SERVICE**

TO: Members of the Governing Body

FROM: Mary Leigh Harvey, Director Student Support Services-Office of Student Life

DATE: March 20, 2025

SUBJECT: This is a contract for Saint Elizabeth University's Now Pre-Collegiate Summer Residential Program

This is to request your approval of a resolution authorizing a contract to be executed as follows:

Firm: Saint Elizabeth University

Cost: \$72,250.00

Duration: 5 weeks June 30, 2025 – August 1, 2025

Purpose: Provide students with a focused pre-collegiate summer residential program to strengthen their academic and practical skills while earning 10 college credits in advance of entering college.

This is to request an award of a contract without the receipt of formal bids as an Extraordinary Unspecifiable Service [N.J.S.A. 40A:11-5(1)(a)(ii) and N.J.A.C. 5:34-2.3(b)]. I do hereby certify to the following:

1. Provide a clear description of the nature of the work to be done.

The Program will be a five-week residential program (8:00 am to 9:00 pm) designed to strengthen the academic and practical skills of 10 juniors. The focus will be on college readiness. Students earn college credit, further strengthen their college readiness,

2. Describe in detail why the contract meets the provisions of the statute and rules:

Students will take courses entitled: (1) ENG111: English Composition I for 4 credits, COMM223: Public Speaking and Presentation Skills for 2 credits, MATH105: Modern Math for 2 credits, and SEU101: Critical Thought for 2 credits. Students will also receive intensive peer tutoring, mentoring support, career counseling, and professional workshops on time and stress management, social-emotional learning, and growth mindset.

3. The service(s) is of such a specialized and qualitative nature that the performance of the service(s) cannot be reasonably described by written specifications because:

Saint Elizabeth University's Now Pre-Collegiate Summer Residential Program will provide an academic enrichment experience for 10 high school students to earn college credit on the university's campus. This pre-collegiate summer residential program will strengthen the academic and practical skills of the students while enabling them to earn 10 college credits in advance of entering college. The residential program begins June 30th and concludes August 1st.


4. Describe the informal solicitation of quotations:

The vendors Rutgers University and Kean University were engaged via email for proposals. Both vendors were non-responsive to the request for proposal.

5. I have reviewed the rules of the Division of Local Government Services pursuant to N.J.A.C. 5:34-2.1 et seq. and certify that the proposed contract may be considered an extraordinary unspecifiable service in accordance with the requirements thereof.

Respectfully,

Name


(Signature)

Title Director, Student Support Services
Office of Student Life

*(Original to be retained by governing body's Clerk with the affirmed copy of the resolution; signed
duplicate to be kept by appropriate official.)*
10-02-02

SEU UNIVERSITY NOW PROGRAM
Newark Board of Education of Education & Saint Elizabeth University

This memorandum of understanding (“MOU”) is by and between the Newark Board of Education (“Newark Board of Education”) and Saint Elizabeth University (“SEU”).

The parties wish to cooperatively promote the successful achievement of college credits for high achieving high school juniors and seniors while enrolled in high school. As such, the parties are entering into this MOU to better serve students and to create a partnership of mutual benefit to institutions in both sectors. The following understandings will guide this effort, until modified or amended in writing.

1. Purpose and goals

The Newark Board of Education and SEU will cooperate to offer challenging college coursework for students who wish to remain in the high school environment but are academically prepared for college- level work. This partnership will result in broader educational options for students.

More specifically, the goals of this partnership are for students to:

- Earn college credit while satisfying high school requirements;
- Continue involvement in high school extracurricular activities;
- Save travel/ transportation costs;
- Develop interest in post-secondary education.

The University Now Program (“UNP”) will also support increased high school and University faculty curricular collaboration.

1) Recruitment and Admissions

- a. Recruitment of qualified students will be the responsibility of the Newark Board of Education. SEU will support any recruitment functions with presentation and materials.
- b. Students must meet course prerequisites established by the University.
- c. Students enrolled in the Newark Board of Education will complete a SEU Application for Admission and will be required, as a condition of admission, to agree that their student records will be shared between and available to each institution.
- d. Deadlines for withdrawals from the SEU class will be the same as those posted on the official SEU academic calendar for fall and spring.

2) Costs

- a. SEU will consider the students enrolled in this program visiting or non-matric students and not eligible for institutional, federal or state aid.
- b. IF the Newark Board of Education provides the faculty member for the course and is responsible for the salary there is a minimum enrollment requirement of 5 students at the start of the course and courses which fail to meet a minimum enrollment of 5 will be cancelled. The student or Newark Board of Education will be charged a University course fee of \$150/per credit class payable at the time of class registration.
- c. If the courses lead to the conferral of an associate’s degree by SEU, then an administrative and graduation fee of \$1000 per student will apply at the time that the degree is to be conferred.
- d. Program Cost: For the 5-week, residential Foundation of Success Pre-collegiate Program option for high school juniors and seniors is selected by the Newark Board of Education, the cost is \$34,900 for the program, itself, for up to 10 students, or \$3490 per student if there are

10; and for room and Newark Board of Education, tuition for 10 credits, and insurance, it is another \$3735 per student for a total cost of \$7,225 per student. (Please see Appendix A for details).

- e. Students will be responsible for the text book(s) required for the class and other required instructional materials when the courses are taught onsite at the high school.
- f. IF SEU provides the faculty member onsite at the high school for the course and is responsible for salary and mileage reimbursement, the student or Newark Board of Education will be charged a University course fee of \$300/credit payable at the time of registration, and there is a minimum enrollment requirement of 12 students at the start of the course. Courses which fail to meet a minimum enrollment of 12 will be cancelled.

3) Program Roles & Responsibilities

- a. SEU will evaluate the high school instructor in accordance with part-time evaluation practices and policies.
- b. SEU will conduct an evaluation of each UNP course to ensure the class is college level. It will have final authority on curriculum, textbook selection and teacher selection. A quality control checklist will be used to verify program compliance with this Agreement each time a class is taught and will be reviewed by the faculty mentor at least once each year.
- c. Failure by faculty to satisfactorily comply with the agreed upon roles and responsibilities will result in immediate cancellation of course for college-level credit by SEU.

4) Conduct & Grievance Policies

- a. Students participating in the University Now Program shall comply with the conduct standards of the Newark Board of Education. Complaints regarding instruction will be handled in accordance with Newark Board of Education policies and procedures.
- b. Grade grievances involving the final course grade and its posting to the SEU transcript will be resolved by the instructor in consultation with the college mentor and appropriate faculty member from the SEU.

5) Program Support

- a. The completed registrations for each class are forwarded to the guidance office of the Newark Board of Education who will screen and forward to the Office of Admission at SEU.
- b. SEU will base admission to the program on the high school transcript and recommendation from the guidance counselor. SEU will admit students who have at least a 2.5 grade point average and have been recommended for college-level work.
- c. At the end of the semester or the completion of the program SEU will provide an official transcript to the enrolled student.

6) Miscellaneous

- a. The courses offered under this Agreement will be attached to the Agreement as Exhibit B.
- b. The parties shall comply with all applicable federal, state and local laws and regulations, including the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. 1232g, and its implementing regulations at 34 C.F.R. 99.1 et seq. and N.J.A.C. 6A:32-7.1 et seq. For the purposes of this Agreement, pursuant to FERPA, SEU hereby designates the Newark Board of Education as a school official with a legitimate educational interest in the educational records of the participating student(s) to the extent that access to SEU's records is required by Newark Board of Education to perform this Agreement.
- c. SEU shall either obtain and maintain at its own expense during the term of this agreement, and any renewal thereof, a comprehensive liability policy, including professional liability, insuring the SEU against any and all claims for bodily or personal injury or death and property damage resulting from the performance of services by the SEU, its employees, staff and agents under this agreement, or provide a program of self-insurance. Such policy shall possess limits of not less than \$1,000,000 with respect to bodily or personal injury or death to any one person and

not less than \$3,000,000 in the aggregate. Should SEU provide for coverage through a program of self-insurance, such program may be in the form of a self-insurance trust fund, which shall provide not less than \$1,000,000 for bodily or personal injury or death to any one individual and not less than \$3,000,000 in the aggregate, or may be in such other form as provided by the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et. seq., which shall govern the terms and conditions of any such self-insurance program. SEU, upon request, shall furnish the Newark Board of Education with evidence that it has complied with the above requirements for liability coverage.

- d. SEU shall indemnify and hold the Newark Board of Education, its officers, agents, and employees harmless from and against any and all damages, liability, claims, losses, suits or costs, including reasonable attorneys' fees, which arise out of a) SEU's performance of this Agreement, or b) acts or omission of SEU, its officers, agents, contractors, or employees.
- e. The Newark Board of Education shall indemnify and hold SEU, its officers, agents, and employees harmless from and against any and all damages, liability, claims, losses, suits or costs, including reasonable attorneys' fees, which arise out of a) the Newark Board of Education's performance of this Agreement, or b) acts or omission of the Newark Board of Education, its officers, agents, contractors, or employees.
- f. Nothing in this Agreement is intended to or shall be construed to constitute or establish an agency, employer/employee, partnership, franchise, or fiduciary relationship between the parties; and neither party shall have the right or authority or shall hold itself out to have the right or authority to bind the other party, nor shall either party be responsible for the acts or omissions of the other except as provided specifically to the contrary herein. Neither party hereto, nor their respective employees, shall be construed to be the agent, employees or representative of the other.
- g. This Agreement will not be assigned by either party without the prior written consent of the other.
- h. The invalidity of any provision of this Agreement will not affect the validity of any other provisions.
- i. Any dual enrollment course taught on the Newark Board of Education campus will be equivalent in rigor to courses taught on the campus of SEU.
- j. The parties to this Agreement agree that the provisions of N.J.S.A. 10:2-1 through 10:5-1, dealing with discrimination in employment in public agreements, and the rules and regulations promulgated pursuant thereto, apply to this Agreement, as the same may be amended or modified, from time to time, and are hereby made a part of this Agreement and are binding upon the parties.
- k. This Agreement shall be governed and construed by, and the rights and obligations of the parties hereto shall be determined in accordance with, the laws of the State of New Jersey without resort to its conflicts of laws principles.
- l. The parties will maintain all documentation related to this transaction for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request pursuant to N.J.A.C. 17:44-2.2.
- m. The Newark Board of Education shall publicize the program to prospective students and his/her parent or guardian through, including, but not limited to, informational sessions with the parents/students, and distribution of materials via e-mail and the Newark Board of Education website.
- n. It is the intent and understanding of the parties to this Agreement that every provision required by law to be inserted in this Agreement shall be and is deemed inserted herein. If through a mistake or otherwise, such a provision is not inserted or is not inserted in correct form, then this Agreement shall forthwith upon the application of either party be amended by such insertion so as to comply strictly with the law, without prejudice to the rights of either party.
- o. In the event SEU agent has witnessed or has reliable information that a student has been subject to, harassment, intimidation or bullying during the event, he/she shall report the incident to the appropriate Newark Board of Education official designated by Newark Board of Education policy, or to any school administrator or safe schools resource officer, who shall immediately

- initiate the school Newark Board of Education's procedures concerning school bullying.
- p. An eligible student shall not be excluded from participation because of an inability to pay.
 - q. SEU shall ensure, at its own expense, that each SEU employee, contractor, agent or volunteer that may be assigned to a project involving contact with Newark Board of Education students has had a criminal history background check, with fingerprinting, and that said background check indicates that no criminal history record information exists on file in either the Identification Division of the Federal Bureau of Investigation or the State Bureau of Investigation which would disqualify said employee from employment pursuant to N.J.S.A. 18A:6-7.1 et seq. SEU shall also ensure, at its own expense, that SEU complies with N.J.S.A. 18A:6-7.6 et seq., commonly known as "Pass the Trash". SEU must ensure that said background checks and compliance with N.J.S.A. 18A:6-7.6 et seq. have been performed no later than thirty (30) days after execution of this Agreement. The services under this agreement shall not begin or proceed until SEU complies with the requirements of this section. Failure to ensure that criminal history background check(s) have been performed within said time limitation shall be deemed a material breach of this Agreement by SEU and as such, serves as a basis for the Newark Board of Education to immediately terminate this agreement.

7) Term and Termination

- a. The term of this Agreement shall be for the 2024-2025 academic year.
- b. Amendments to this Agreement must be in writing and approved by the designated representative of each institution.
- c. Either party may terminate this Agreement for cause by giving written notice to the designated representative at least 60 days prior to the commencement of a new academic term.
- d. This Agreement can be terminated at any time by mutual written agreement.
- e. This Agreement solely sets forth the contractual rights of the parties and does not create any other rights of action as a result of this Agreement. Additionally, each party agrees that it shall be responsible for the negligence of its own officers, officials, employees and agents, and that neither party shall be considered the other's agent. This Agreement is for the time period specified above and is renewable, upon mutual agreement. This Agreement shall not create any rights for any third parties, specifically, any students participating in the program. The only parties to this Agreement are SEU and the Newark Board of Education.

8) Signatures

Thalia Wilson
Vice President of Enrollment Management
Saint Elizabeth University

Newark Board of Education

Date

Date

Anthony Santamaria
Associate Vice President
Dean of Academic Operations
Saint Elizabeth University

Date

Date

Appendix A

5-week University Now Foundation of Success Pre-Collegiate Summer Residential Program Budget (For up to 20 High School Juniors and Seniors)	
Director(s)	\$10,000.00
(8) Instructors	\$2400 for the (1) instructor for the four-credit course/\$1200 each for the (3) instructors for the two credit courses Total: \$6,000.00
(4) Peer Tutors/Mentors (10) Workshop Facilitators	\$1500 per residential tutor/mentor (4) \$2500 for workshop facilitator (\$250/workshop x 10 workshops) Total: \$8,500.00
Educational Excursion	One day trip to Washington D.C., African American Museum, MLK Monument, Lincoln Monument Total: \$5,000.00
Newark Board of Education for (4) residential peer mentors	Total: \$2,900.00
Residence Coordinator	Total: \$2,500.00
Program Operations Total and cost per student	\$34,900.00 (\$3490.00 per students)
Room and Board, Tuition, and Insurance Total and cost per student	\$3,455.00 (10 credits, room/board) + \$280.00 (health/accidental ins.) = \$3735.00 per student \$37,725.00 for 10 students (\$3,735.00 per student)
Final Total Cost and Final Total cost per student	\$72,250.00 (\$7,225.00 per student)