DUAL ENROLLMENT AGREEMENT

This Dual Enrollment Agreement (the “Agreement”) is entered into by, and between Bergen Community College, 400 Paramus Road, Paramus, New Jersey 07652 (“BCC”), and the Newark Board of Education at Barringer High School, 765 Broad Street, Newark, New Jersey 07102 (the “Board”). BCC and the Board are also referred to herein as “Party” individually and “Parties” collectively.

WHEREAS, BCC and the Board believe that planning and working together can strengthen their individual course offerings, provide new opportunities to students, increase the number of students they serve, encourage more students to earn a college degree, and qualify some courses for both high school and college credit.

**NOW, THEREFORE,** in consideration of the mutual promises and obligations contained herein, BCC and the Board agree, as follows:

Dual enrollment has been agreed upon for the following BCC course equivalencies:\*

 **High School** **College** **Course Code**

 **Music Technology I, II, III**  **Music Production**   **Mus-151, 3 credits**

*These courses will be offered to students who are prepared to meet rigorous academic requirements and demonstrate the ability to successfully complete the course. These courses carry the equivalent number of college credits that traditional college students receive for taking the course(s) at BCC:*

1. The courses will be taught by high school faculty with appropriate credentials\*. The qualification of prospective dual enrollment teachers will be determined by the BCC Chairperson in consultation with BCC's Divisional Dean, thus ensuring the BCC Academic Department's requirements for teaching this college level course. Professional development hours will be granted to the instructors for their participation in this program.
2. In the event that the pre-approved teacher is no longer conducting the dual-enrolled class, at that time, the Board must designate and submit the proper documentation in the form of transcripts and curriculum vitae in order to approve that teacher's replacement. College credit will be granted only upon approval of replacement teacher's credentials.
3. The Board agrees to incorporate the course content, assignments, assessments and expected outcomes contained in the BCC syllabus into their classroom curriculum. The dual-enrollment courses must be conducted in accordance with the posted BCC schedule. To meet the requirements of credit contact hours, the duration of each course must match or exceed the number of weeks per semester established by BCC.
4. The dual-enrollment staff of BCC will conduct semi-annual classroom observations and/or meetings with the high school teacher to review the course syllabus and collect samples of completed assignments and assessments.
5. The Board will be charged for the courses students take, if they opt for college credits, at 50% of the currently applicable tuition rate based on the geographical location of the school district or school at the time of registration plus a one-time registration fee of $15.25 per student. The current out-of-county cost per credit is $301.00. the dual enrollment 50% discounted rate equates to $150.50 per credit. One 3 credit course would amount to $466.75 (*includes $15.25 registration fee*). Students who qualify for free and reduced lunch will only require the Board to pay for only the registration fee of $15.25 per student pursuant to N.J.S.A. 18A:61C-6. The total amount of monies to be paid by the Board for the services rendered under this Agreement will not exceed forty- three thousand dollars ($43,000.00).
6. The Board must adopt the grading scale used by BCC. Grades for the inter-institutional courses will be reflected on BCC's Spring semester transcript. Faculty must enter student grades according to the attached BCC grading scale and policy. All final grades must be submitted on the course roster by the deadline provided.
7. The Board is responsible for annually notifying all parents and students of the opportunities to earn college credit through dual enrollment, including, but not limited to, providing information describing the program and the online process of applying and registering for the inter-institutional courses.
8. Credits and degrees will only be granted in accordance with the academic policies and regulations described in the current BCC Catalog that can be found at [www.bergen.edu.](http://www.bergen.edu/) The Board bears the responsibility of ensuring that the students are registered for the correct corresponding course offered through the Dual Enrollment Program as set forth in this Agreement. Students must register within the prescribed registration dates. Students must actively attend the dual-enrolled course in order to receive college credit.
9. The duration of this Agreement is for the **2021-2022 academic year** and each year the Parties will meet to discuss renewal arrangements. The Board must submit a course curriculum, together with documentation supporting teacher eligibility, prior to June 30 for the forthcoming year. Either Party may terminate the service provided by BCC at any time, without penalty and for convenience, upon ten (10) days written notice to the other Party.
10. The Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey. Any and all proceedings relating to the subject matter hereof shall be maintained in the courts sitting in New Jersey, which courts shall have exclusive jurisdiction for each purpose. The Parties agree that any and all claims arising under this Agreement, or related thereto, shall be heard and determined in a court of competent jurisdiction in New Jersey.
11. Each Party shall ensure that each worker(s), subcontractors(s), agent(s) and representative(s) assigned to a school location or to a project involving contact with children has had a criminal history background check, and that said 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 Identification that would disqualify said employee from employment pursuant to N.J.S.A. 18A:6-7.1 et seq. Each Party must ensure that said background checks are performed no later than thirty (30) days after execution of this Agreement. The services under this Agreement shall not begin or proceed until each Party complies with the requirements of this section. Failure to ensure that criminal history background check(s) are performed within said time limitation shall be deemed a material breach of this agreement by a Party, and as such, serves as a basis for the other Party to immediately terminate this Agreement.
12. BCCand/or its agents agree to maintain all staff and student information confidentially in accordance with all New Jersey state and federal laws and regulations, including, but not limited to, the Children’s Online Privacy and Protection Act (“COPPA”), the federal Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the Family Educational Rights and Privacy Act (“FERPA”), 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). To the extent that any services are performed by BCC virtually using the internet or some other remote means of electronic transmission, BCC shall ensure that any online internet providers, platforms or other remote means of electronic transmission that it may use to deliver said services are sufficiently secure and adequately safeguard student information, is compliant with all relevant state and federal laws including COPPA, and must be compatible with and comply with the technical requirements of the Board’s computer network and/or must be on a Board pre-approved online platform.
13. a) Subject to the provisions of the New Jersey Tort Claims Act and the New Jersey Contractual Liability Act, BCC 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. BCC hereby releases the Board 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 BCC’s performance of the obligations assumed by it or its employees, agents or officers pursuant to this Agreement.

b) Subject to the provisions of the New Jersey Tort Claims Act and the New Jersey Contractual Liability Act, the Board 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 this Agreement. The Board hereby releases BCC 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 the Board’s performance of the obligations assumed by it or its employees, agents or officers pursuant to this Agreement.

1. The Parties shall each procure and maintain for the duration of the Agreement commercial insurance against claims for injuries to persons and/or damages to property that may arise from or in connection with the performance of services hereunder by the other Party, or its agents, representatives, employees or subcontractors. Each Party represents and warrants that all services provided hereunder will be performed by persons who are licensed, certified and experienced to furnish the other Party with these services. This Agreement shall be contingent upon proof of insurance coverage for the entire term, notwithstanding that either Party may accept any in place of coverage at the time of the execution of this Agreement that may be due to expire prior to the completion date of this Agreement.

Each Party is to be added as an **additional insured,** but only as its interests may appear on all Certificates of Insurance as indicated below.

# MINIMUM SCOPE AND LIMITS OF INSURANCE

1. Comprehensive General Liability Insurance including Completed Operations Coverage, covering bodily injury, personal injury and property damage. Limits of Liability shall be not less than $1,000,000 Combined Single Limit.
2. Workers’ Compensation and Employers Liability Insurance as required by the State Law of New Jersey.
3. Commercial Automobile Liability Insurance, with limits of liability not less than $1,000,000 Combined Single Limit.
4. None of the provisions of the Agreement are intended to create nor shall be deemed or construed to create any relationship between the parties hereto other than that of independent entities contracting with each other solely for the purposes of effecting the provisions of the Agreement. Neither of the Parties, hereto, nor any of their respective officers, directors or employees, shall be construed to be the agent, employee or the representative of the other Party.
5. Each Party shall ensure that each worker(s), subcontractors(s), agent(s) and representative(s) assigned to a school location or to a project involving contact with children will comply with each Party’s respective conduct policy as well as all local, state and federal laws and regulations, including those related to public health. Each Party also agrees to abide by any safety regulations, executive orders and/or state mandates that may be issued by any state or federal agency governing and/or relating to maintaining the public health and safety including, but not limited to, the use of temperature checks, masks, gloves, vaccinations, COVID testing and social distancing. Should any of either Parties’ worker(s), subcontractors(s), agent(s) and/or representative(s) violate any Party’s respective policy or public health and safety policy, the other Party retains the right to request and have the other Party remove said worker(s), subcontractors(s), agent(s) and representative(s) from the school location and/or the program altogether.
6. This Agreement may only be amended or modified by mutual written consent of the parties.

[Signatures on next page.]

**Bergen Community College** **Newark Board of Education**

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# Dr. Brock Fisher Dawn Haynes

# Vice President of Academic Affairs Board President

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*\*Master's Degree in Appropriate Subject Area or Professional Competency in Vocational/Technology Preparatory Courses as approved by BCC Divisional Dean/Chair*